

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 19th day of February, 2014 at 7:20 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Schneider, Councilman Lupinacci, Councilwoman McDonough, Councilman Lombardi and Supervisor Schmitt.

The Pledge of Allegiance to the Flag was observed prior to the start of official business and a moment of silence was observed to honor those serving in the United States Armed Forces.

CONSENTING TO PUTNAM COUNTY LEGISLATURE TO SERVE AS LEAD AGENCY FOR PROJECT ENTITLED "PUTNAM COUNTY NATIONAL GOLF COURSE PARKING LOT (PC-1)" AND SUPERVISOR AUTHORIZED TO EXECUTE RESPONSE FORM

RESOLVED that the Town Board of the Town of Carmel hereby consents to the Putnam County Legislature serving as Lead Agency pursuant to State Environmental Quality Review Act for the project entitled "Putnam County National Golf Course Parking Lot (PC-1)" located at 187 Hill Street Mahopac NY; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute the attached response form and transmit to the Putnam County Law Department.

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>

RESPONSE TO REQUEST THAT
THE PUTNAM COUNTY LEGISLATURE
SERVE AS LEAD AGENCY FOR
PUTNAM COUNTY NATIONAL GOLF COURSE PARKING LOT PROJECT (PC-1)

On behalf of _____ (Involved or Interested Agency), I
acknowledge receipt of the Lead Agency notice in this matter.

The above named agency hereby: (Please check one)

() CONSENTS to the Putnam County Legislature serving as lead agency in this application, and requests that the undersigned continue to be notified of SEQR determinations, proceedings and hearings in this matter.

() DOES NOT CONSENT to the Putnam County Legislature serving as lead agency in this application and wishes that _____ serve as lead agency.

To contest lead agency designation, the undersigned intends to follow the procedures outlined in 6 NYCRR 617.6(e).

() TAKES NO POSITION on lead agency designation.

Date _____ Signature: _____
Printed: _____
Agency: _____

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PLEASE RETURN TO: Putnam County Law Department
Attn: Dan Harvey
48 Gleneida Avenue
Carmel, NY 10512

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information		
Putnam County		
Name of Action or Project: Putnam County National Golf Course Parking Lot Project (PC-1)		
Project Location (describe, and attach a location map): Putnam County National Golf Course, 187 Hills Street, Mahopac, NY		
Brief Description of Proposed Action: The proposed project will involve the replacement of the existing compacted earth parking lot with a subsurface infiltration system and traditional asphalt surface, including drainage infrastructure to route runoff into the infiltration system. Field investigations, including infiltration tests and test pits, indicate that the full water volume from the contributing area can be infiltrated, resulting in the removal of a significant amount of phosphorus and other pollutants commonly found in stormwater. The proposed infiltration system will include a stone reservoir, hydrodynamic separator, and underground chambers. The project drains to Kings Pond, a tributary to Kirk Lake. Kirk Lake feeds into the Muscoot River and ultimately into the Amawalk Reservoir. The proposed project will help Putnam County meet the phosphorus TMDL requirement and will also reduce the other pollutants in stormwater runoff, while contributing to groundwater recharge.		
Name of Applicant or Sponsor: Putnam County (Project Manager, John Tully, Dep. Comm. of Highways & Facilities)	Telephone: J. Tully, 845-878-6331	E-Mail: John.Tully@putnamcountyny.gov
Address: 842 Fair Street		
City/PO: Carmel	State: NY	Zip Code: 10512
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: NYSDEC, Town of Carmel, NY; East of Hudson Watershed Corp.; NYCDEP - SPPP	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? less than 2 acres b. Total acreage to be physically disturbed? less than 2 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 131.22 acres		
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): Golf Course <input type="checkbox"/> Parkland		

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO <input checked="" type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/>	

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13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: The project area drains to Kings Pond, a tributary to Kirk Lake. Kirk Lake feeds into the Muscogee River and ultimately into the Amawalk Reservoir.		
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
16. Is the project site located in the 100 year flood plain?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes, a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/> NO <input type="checkbox"/> YES	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/> NO <input type="checkbox"/> YES	
If Yes, briefly describe:		

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain purpose and size:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Putnam Cnty (by Ginny Nacorino, Dep. Chair of Legislature) Date: 1/23/14		
Signature: <i>Ginny Nacorino</i>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed project will involve the replacement of the existing compacted earth parking lot with a subsurface infiltration system and traditional asphalt surface, including drainage infrastructure to route runoff into the infiltration system. Field investigations, including infiltration tests and test pits, indicate that the full water volume from the contributing area can be infiltrated, resulting in the removal of a significant amount of phosphorus and other pollutants commonly found in stormwater. The proposed infiltration system will include a stone reservoir, hydrodynamic separator, and underground chambers. The project drains to Kings Pond, a tributary to Kirk Lake. Kirk Lake feeds into the Muscoot River and ultimately into the Amawalk Reservoir. The proposed project will help Putnam County meet the phosphorus TMDL requirement and will also reduce the other pollutants in stormwater runoff, while contributing to groundwater recharge.

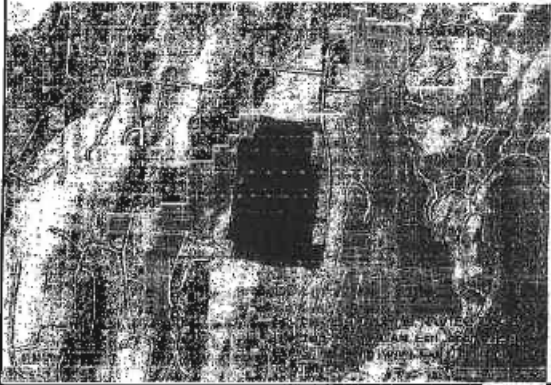
The project area is an existing parking lot, and will not involve additional clearing or work. Erosion and sediment control measure will be utilized to minimize any potential adverse impacts on the surrounding area during construction, and impacts would be temporary in nature. There are no other anticipated significant adverse environmental impacts after construction, and the proposed project will result in substantial water quality improvements.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Putnam County	
Name of Lead Agency	
Date	
Ginny Nacerino	
Deputy Chair, Putnam County Legislature	
Print or Type Name of Responsible Officer in Lead Agency	
Title of Responsible Officer	
Signature of Responsible Officer in Lead Agency	
Signature of Preparer (if different from Responsible Officer)	

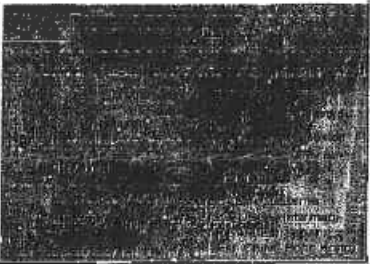
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EAF Mapper Summary Report

Wednesday, November 27, 2013 11:18 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbook. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to consult local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes- Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

TOWN COMPTROLLER – 2013 YEAR-TO-DATE BUDGET MODIFICATIONS /REVISIONS FOR PERIOD ENDING DECEMBER 31, 2013 ON SCHEDULE #2013-05 – AUTHORIZED.

WHEREAS the Town Comptroller has reviewed the 2013 year-to-date Budget Modifications/Revisions for the period ending December 31, 2013 with the Town Board, which are detailed and explained on the attached Budget Revisions Schedule identified as #2013-05;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the 2013 year-to-date Budget

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Modifications/Revisions for the period of ending December 31, 2013 on Schedule #2013-05 which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Schneider

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

Work Session 2/11/14

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
1	100-3120-0029 100-1989-1522	POLICE SPECIAL EXPENSE FROM SEIZED ASSETS POLICE SPECIAL REVENUE - PROVIDE FOR POLICE EXPENSES FROM SEIZED ASSETS	2,700.00 2,700.00	
2	100-3120-0045 100-3120-0047 100-1989-2891	POLICE VEHICLE MAINTENANCE POLICE CONFERENCE TRAINING EXPENSE CENTRAL GARAGE SERVICES - PROVIDE/TRANSFER FOR POLICE VEHICLE EXPENSES	11,800.00 7,000.00	4,800.00
3	100-1220-0011 100-1315-0010 100-1355-0010 100-1410-0011 100-1440-0011 100-1440-0046 100-3120-0011 100-5010-0011 100-7020-0010 100-1010-0016	SUPERVISOR STAFF SALARY EXPENSE COMPTROLLER SALARY EXPENSE ASSESSOR SALARY EXPENSE TOWN CLERK STAFF SALARY EXPENSE ENGINEER STAFF SALARY EXPENSE ENGINEER CONSULTANT EXPENSE POLICE NON-UNIFORM EXPENSE HIGHWAY ADMIN SALARY EXPENSE REC ADMIN SALARY EXPENSE TN BOARD COMPENSATION RESERVE EXPENSE - TRANSFER FOR MNGMT/STAFF SALARY ADJUSTMENT EXPENSE	5,622.00 5,436.00 3,619.00 1,910.00 3,175.00 10,000.00 6,043.00 7,808.00 5,409.00	49,020.00
4	100-1220-0040 100-1330-0048 100-1620-0040 100-1620-0041 100-1620-0042 100-3620-0040 100-5132-0042 100-5132-0044 100-8090-0040 100-1220-0080 100-1330-0080 100-3620-0080 100-1620-0046 100-5132-0021 100-8090-0045	SUPERVISOR OFFICE EXPENSE TAX RECEIVER POSTAGE EXPENSE BLDG CONTRACTUAL EXPENSE BLDG FUEL EXPENSE BLDG UTILITY EXPENSE CODES ENFORCEMENT CONTRACTUAL EXPENSE HIGHWAY UTILITY EXPENSE HIGHWAY LEASE PROPERTY EXPENSE RECYCLING CONTRACTUAL EXPENSE SUPERVISOR BENEFIT EXPENSE TAX RECEIVER BENEFIT EXPENSE CODES ENFORCEMENT BENEFIT EXPENSE BLDG CLEANING SUPPLY EXPENSE HIGHWAY GARAGE SPECIAL EXPENSE RECYCLING TRASH DISPOSAL EXPENSE - TRANSFER FOR MISC CONTRACTUAL EXPENSES	250.00 1,500.00 4,950.00 350.00 1,300.00 50.00 1,850.00 60.00 200.00	250.00 1,500.00 6,000.00 650.00 1,910.00 200.00
5	100-1440-0013 100-1610-0013 100-8090-0013 100-8090-0082 100-1440-0012 100-3620-0011 100-8090-0080	ENGINEER TEMP STAFF SALARY EXPENSE CENTRAL SERVICES TEMP STAFF EXPENSE RECYLING TEMP STAFF EXPENSE RECYLING FICA EXPENSE ENGINEER STAFF OT EXPENSE CODES ENFORCEMENT STAFF EXPENSE RECYLING STAFF RETIREMENT EXPENSE - TRANSFER FOR TEMP STAFF EXPENSE	700.00 550.00 1,153.00 277.00	700.00 550.00 1,430.00
6	100-1420-0042 100-1420-0043 100-1420-0044 100-1420-0047 100-1420-0048 100-1990-0040	JUSTICE COURT PROSECUTION LEGAL SERVICES SPECIAL COUNSEL BOARDS LEGAL SERVICES LABOR LEGAL SERVICES CERTIORARI LEGAL SERVICES DEFENSE LEGAL SERVICES CONTINGENCY ACCOUNT - TRANSFER FOR LEGAL EXPENSE	3,921.00 4,570.00 30,334.00 7,826.00 1,349.00	48,000.00
7	100-1670-0040 100-1670-0049 100-1970-0040 100-1670-0045	CENTRAL PRINTING EXPENSE CENTRAL MAIL EXPENSE OFFICE SUPPLY EXPENSE CENTRAL ADVERTISING EXPENSE - TRANSFER FOR CENTRAL SERVICES EXPENSE	1,000.00 500.00 600.00	2,100.00

Budget Revisions DEC 2013.xls

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BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
8	100-3120-0012 100-3120-0020 100-3120-0042 100-3121-0040 100-3124-0011 100-3120-0082 100-3120-0084 100-3121-0020 100-3124-0012	POLICE OVERTIME EXPENSE POLICE UNIFORM EXPENSE POLICE OFFICE UTILITY EXPENSE LAKE PATROL CONTRACTUAL EXPENSE K-9 STAFF EXPENSE POLICE FICA/MED EXPENSE POLICE HEALTH INSURANCE EXPENSE LAKE PATROL EQUIPMENT EXPENSE K-9 OT STAFF EXPENSE - TRANSFER FOR POLICE EXPENSEES	21,850.00 1,500.00 1,050.00 800.00 20.00	21,850.00 2,550.00 800.00 20.00

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9	100-7020-0013	REC ADMIN TEMP STAFF EXPENSE		900.00	
	100-7020-0042	REC UTILITY EXPENSE		1,150.00	
	100-7020-0044	REC BLDG CONCESSION EXPENSE		50.00	
	100-7110-0013	PARK TEMP STAFF EXPENSE		1,000.00	
	100-7110-0040	PARK CONTRACUAL EXPENSE		1,700.00	
	100-7110-0042	PARK BLDG UTILITY EXPENSE		200.00	
	100-7118-0040	BALDWIN MEADOWS CONT EXPENSE		2,250.00	
	100-7118-0042	BALDWIN MEADOWS UTILITY EXPENSE		200.00	
	100-7020-0080	REC ADMIN EMPLOYEE BENEFIT EXPENSE			2,450.00
	100-7110-0080	PARK EMPLOYEE BENEFIT EXPENSE			5,000.00
		- TRANSFER FOR RECREATION EXPENSES			
10	100-7450-0042	MUSEUM UTILITY EXPENSE		100.00	
	100-8020-0080	PLANNING BOARD BENEFIT EXPENSE		50.00	
	100-8091-0080	ECB BOARD BENEFIT EXPENSE		50.00	
	100-8091-0040	ECB BOARD CONT EXPENSE			200.00
		- TRANSFER FOR BOARDS BENEFIT EXP			
HIGHWAY FUND					
11	500-5130-0040	MACHINERY REPAIR EXPENSE		41,000.00	
	500-5010-4321	FEDERAL AID - FEMA SANDY	*	41,000.00	
		- PROVIDE FOR MACHINERY REPAIR EXPENSE			
12	500-5110-0011	GENERAL REPAIR LABOR EXPENSE		11,005.00	
	500-5110-0012	GENERAL REPAIR OT EXPENSE		995.00	
	500-5110-0014	GENERAL REPAIR LONGEVITY EXPENSE		700.00	
	500-5110-0082	GENERAL REPAIR FICAMED EXPENSE		2,200.00	
	500-5110-0080	GENERAL REPAIR RETIREMENT EXPENSE			12,700.00
	500-5110-0084	GENERAL REPAIR HEALTH BENEFIT EXPENSE			2,200.00
		- TRANSFER FOR GENERAL REPAIR STAFF EXPENSE			
13	500-5130-0082	MACHINERY REPAIR FICA EXPENSE		300.00	
	500-5130-0084	MACHINERY REPAIR HI BENEFIT EXPENSE			300.00
		- TRANSFER FOR FICA EXPENSE			
14	500-5142-0012	SNOW LABOR OVERTIME		37,100.00	
	500-5142-0082	SNOW LABOR FICA EXPENSE		1,950.00	
	500-5142-0041	SNOW REMOVAL FUEL EXPENSE			9,550.00
	500-5142-0046	CONTRACTUAL SWEEPING EXPENSE			17,000.00
	500-5142-0060	SNOW LABOR RETIREMENT EXPENSE			12,500.00
		- TRANSFER FOR SNOW LABOR OVERTIME EXPENSE			
LAKE MAHOPAC PARK DISTRICT FUND					
15	402-7110-0040	CONTRACTUAL EXPENSE		4,800.00	
	402-7110-0099	REPAIR RESERVE FUND			4,800.00
		- TRANSFER FOR DAM CLASSIFICATION STUDY EXPENSE			

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #2				
16	602-8310-0047	EMERGENCY REPAIRS	8,209.00	
	602-8310-2681	INSURANCE RECOVERY - ASSET	*	8,209.00
		- PROVIDE FOR EMERGENCY REPAIRS FROM INSURANCE CLAIM		
17	602-8310-0042	UTILITY EXPENSE	10,500.00	
	602-8310-0047	EMERGENCY REPAIRS	18,600.00	
	602-8310-0048	OTHER OPERATING EXPENSE	500.00	
	602-8310-0020	EQUIPMENT EXPENSE		2,000.00
	602-8310-0040	CONTRACTUAL REPAIR EXPENSE		22,000.00
	602-8310-0041	CHEMICAL EXPENSE		3,500.00
	602-8310-0046	PURCHASE OF WATER		2,100.00
		- TRANSFER FOR EMERGENCY REPAIR EXPENSE		
CARMEL WATER DISTRICT #3				
18	603-8310-0042	UTILITY EXPENSE	100.00	
	603-8310-0047	EMERGENCY REPAIRS	2,900.00	
	603-8310-0099	REPAIR RESERVE FUND		3,000.00
		- TRANSFER FOR EMERGENCY REPAIR EXPENSE		
CARMEL WATER DISTRICT #5				
19	605-8310-0041	CHEMICAL EXPENSE	50.00	
	605-8310-0046	OTHER OPERATING EXPENSE		50.00
		- TRANSFER FOR CHEMICAL EXPENSE		
CARMEL WATER DISTRICT #6				
20	606-8310-0041	CHEMICAL EXPENSE	100.00	
	606-8310-0042	UTILITY EXPENSE	1,790.00	
	606-8310-0047	EMERGENCY REPAIRS		1,800.00
		- TRANSFER FOR CHEMICAL/UTILITY EXPENSE		
CARMEL WATER DISTRICT #7				
21	607-8310-0041	CHEMICAL EXPENSE	20.00	
	607-8310-0046	OTHER OPERATING EXPENSE	80.00	
	607-8310-0042	UTILITY EXPENSE		100.00
		- TRANSFER FOR CHEMICAL/MISC EXPENSE		
CARMEL WATER DISTRICT #8				
22	608-8310-0048	OTHER OPERATING EXPENSE	500.00	
	608-8310-0042	UTILITY EXPENSE		500.00
		- TRANSFER FOR MISC EXPENSE		
CARMEL WATER DISTRICT #10				
23	610-8310-0047	EMERGENCY REPAIRS	4,000.00	
	610-8310-0099	REPAIR RESERVE FUND		4,000.00
		- TRANSFER FOR EMERGENCY REPAIR EXPENSE		
CARMEL WATER DISTRICT #12				
24	612-8310-0042	UTILITY EXPENSE	250.00	
	612-8310-0040	CONTRACTUAL EXPENSES		250.00
		- TRANSFER FOR UTILITY EXPENSE		

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BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL SEWER DISTRICT #2				
25	702-8130-0042	UTILITY EXPENSE	17,000.00	
	702-8130-0047	SLUDGE REMOVAL EXPENSE	500.00	
	702-8130-0048	OTHER OPERATING EXPENSE		7,500.00
	702-8130-0090	CONTINGENCY		10,000.00
		- TRANSFER FOR UTILITY/SLUDGE REMOVAL EXPENSE		
26	702-8130-0141	CHEMICAL EXPENSES - MICROFILTRATION	6,100.00	
	702-8130-0042	UTILITY EXPENSE	6,000.00	
	702-8130-0041	CHEMICAL EXPENSES		6,100.00
	702-8130-0142	UTILITY EXPENSE - MICROFILTRATION		6,000.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		
CARMEL SEWER DISTRICT #3				
27	703-8130-0042	UTILITY EXPENSE	100.00	
	703-8130-0040	CONTRACTUAL EXPENSES		100.00
		- TRANSFER FOR UTILITY EXPENSE		
CARMEL SEWER DISTRICT #4				
28	704-8130-0042	UTILITY EXPENSE	6,850.00	
	704-8130-0047	SLUDGE REMOVAL EXPENSE	5,500.00	
	704-8130-0040	CONTRACTUAL EXPENSES		7,110.00
	704-8130-0090	CONTINGENCY		5,240.00
		- TRANSFER FOR UTILITY/SLUDGE REMOVAL EXPENSE		
CARMEL SEWER DISTRICT #5				
29	705-8130-0047	SLUDGE REMOVAL EXPENSE	1,000.00	
	705-8130-0040	CONTRACTUAL EXPENSES		1,000.00
		- TRANSFER FOR SLUDGE REMOVAL EXPENSE		
CARMEL SEWER DISTRICT #6				
30	706-8130-0040	CONTRACTUAL EXPENSES	3,500.00	
	706-8130-0047	SLUDGE REMOVAL EXPENSE		3,500.00
		- TRANSFER FOR CONTRACTUAL REPAIR EXPENSE		
CARMEL SEWER DISTRICT #7				
31	707-8130-0142	UTILITY EXPENSE - MICROFILTRATION	1,000.00	
	707-8130-0042	UTILITY EXPENSE		1,000.00
		- REVISE BUDGET FOR MICROFILTRATION COSTS		
CARMEL SEWER DISTRICT #8				
32	713-8130-0042	UTILITY EXPENSE	200.00	
	713-8130-0040	CONTRACTUAL EXPENSES		200.00
		- TRANSFER FOR UTILITY EXPENSE		
ALL TOWN/SPECIAL DISTRICT DEBT FUNDS				
33	850-9730-0070	BOND INTEREST - ROADS	3,150.00	
	850-9730-0071	BAN INTEREST - MACHINERY	6,950.00	
	862-9730-0070	BAN INTEREST - CWD #2	325.00	
	865-9730-0070	BAN INTEREST - CWD #5	80.00	
	866-9730-0070	BAN INTEREST - CWD #6	322.00	
	867-9730-0070	BAN INTEREST - CWD #7	134.00	
	868-9730-0070	BAN INTEREST - CWD #8	14,997.00	
	869-9730-0070	BAN INTEREST - CWD #9	85.00	

Budget Revisions DEC 2013.xls

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BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
	884-9730-0070	BAN INTEREST - CWD #14	95.00	
	887-9730-0070	BAN INTEREST - CWD #12	200.00	
	850-5010-2710	PREMIUM ON BAN SALE - HIGHWAY	*	10,100.00
	862-8310-2710	PREMIUM ON BAN SALE - CWD #2	*	325.00
	865-8310-2710	PREMIUM ON BAN SALE - CWD #5	*	80.00
	866-8310-2710	PREMIUM ON BAN SALE - CWD #6	*	322.00
	867-8310-2710	PREMIUM ON BAN SALE - CWD #7	*	134.00
	868-8310-2710	PREMIUM ON BAN SALE - CWD #8	*	14,997.00
	869-8310-2710	PREMIUM ON BAN SALE - CWD #9	*	85.00
	884-8310-2710	PREMIUM ON BAN SALE - CWD #14	*	95.00
	887-8310-2710	PREMIUM ON BAN SALE - CWD #12	*	200.00
		- TRANSFER FOR DEBT PAYMENT EXPENSE		
CARMEL WATER DISTRICT #8 DEBT FUND				
34	868-9730-0060	BAN PRINCIPAL	3,000.00	
	868-9730-0070	BAN INTEREST	1,000.00	
	868-9790-0070	SRIF INTEREST		4,000.00
		- TRANSFER FOR DEBT PAYMENT EXPENSE		
SPECIAL DRAINAGE CAPITAL PROJECT				
35	902-1989-0012	OVERTIME EXPENSES	2,000.00	
	902-1989-0062	FICA EXPENSE	250.00	
	902-1989-0040	CONTRACTUAL EXPENSES		2,250.00
		- REVISE CAPITAL BORROWING EXPENSE		

Budget Revisions DEC 2013.xls

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**TOWN COMPTROLLER – ENCUMBER OR RESERVE UNEXPENDED 2013
GOVERNMENT FUND MONIES FOR EXPENDITURES IN FISCAL YEAR 2014 -
AUTHORIZED**

WHEREAS, it is recommended by the Town Comptroller’s Office that 2013 Government Budget Funds be encumbered or reserved for the 2014 Budget Appropriations, based on recent approved Town Board Resolutions and/or specific projects in progress for various purposes.

**FEBRUARY 19, 2014
TOWN BOARD MEETING**

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel authorizes the Town Comptroller's Office to Encumber or Reserve unexpended 2013 Government Fund monies for expenditures in fiscal year 2014 as follows:

<u>Purpose of Encumbrance</u>	<u>Accounts</u>	<u>Maximum</u>	<u>Explanation and/or Comments</u>
<u>General Fund</u>			
Justice Court Special Imp.	100-1110-0020	6,453.00	Court Room Security Improvements (Bal.) 12/13
Engineering Dept.	100-1440-0045	6,360.00	Multifunction Plotter Lease
Information Technology	100-1680-0020	18,000.00	Technology Replacement (Computers/Printers)
Data Imaging Equipment	100-1680-0021	5,000.00	Data Imaging Equipment.
Recreation Bldg. Special Repairs	100-7020-0045	13,500.00	Balance of Insurance Claim
Recreation Maintenance Contract	100-7110-0045	6,400.00	Balance of Lawn Maintenance Contract
Total General Fund Encumbrances		<u>\$ 55,713.00</u>	
<u>Special Districts</u>			
Mahopac Falls Fire Dept.	301-3410-0045	16,000.00	Dry Hydrant Installation Estimate
Lake Secor Park District	404-7140-0050	19,811.00	Installation of Park District Pavilion

Resolution

Offered by: Councilman Lupinacci
 Seconded by: Councilwoman McDonough & Councilman Schneider

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

SUPERVISOR KENNETH SCHMITT AND TOWN COMPTROLLER MARY ANN MAXWELL TO ATTEND 2014 NEW YORK STATE GFOA CONFERENCE FROM APRIL 2, 2014 THROUGH APRIL 4, 2014 IN ALBANY - AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Supervisor Kenneth Schmitt and Town Comptroller Mary Ann Maxwell to attend the 2014 New York State GFOA Conference from April 2, 2014 through April 4, 2014 in Albany, NY; 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: Councilwoman McDonough
 Seconded by: Councilman Lupinacci & 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>

MICHELLE TENEFRANCIA TO ATTEND TRAINING CONFERENCE OFFERED BY OFFICE OF THE STATE COMPTROLLER IN SARATOGA COUNTY, NY ON MAY 28, 2014 THROUGH MAY 30, 2014 - AUTHORIZED

**FEBRUARY 19, 2014
TOWN BOARD MEETING**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Account Clerk Michelle Tenefrancia to attend the Basic Account School and Introduction to Government Accounting training conference offered by Office of the State Comptroller in Saratoga County, NY on May 28, 2014 through May 30, 2014; 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 Schneider
Seconded by: Councilman Lupinacci

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

CARMEL FIRE PROTECTION DISTRICTS #1, #2 AND #3 – ENTRY INTO SERVICE AWARD PROGRAM SERVICE AGREEMENTS WITH PENFLEX INC., OF LATHAM, NY - AUTHORIZED

RESOLVED that the Town Board of the Town of Carmel, acting as the commissioners of Carmel Fire Protection Districts #1, #2 and #3, hereby authorizes entry into Service Award Program Service Agreements with Penflex Inc., of Latham, NY for administration services for the Fire Protection District Service Award Programs for 2014 as contained within the proposal of September 6, 2013, which is attached hereto and made a part hereof, at estimated costs of \$5,600.00 for Fire Protection District #1; \$6,400.00 for Fire Protection District #2 and \$5,200.00 for Fire Protection District #3; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign said agreements on behalf of the Town of Carmel.

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>

Penflex, Inc. 11/1/2013-10/31/2014 Service Fee Agreement

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 1
SERVICE AWARD PROGRAM**

Standard Services Fee Schedule

Base Fee: \$3,350, \$0 Change from 2012
Per-Participant Fee: \$17, \$2 Change from 2012
Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2012
Total Estimated Standard and Distribution Services Fees: \$5,600

**FEBRUARY 19, 2014
TOWN BOARD MEETING**

Optional Services Fee Schedule

PLEASE CHECK ONE BOX:

- ☐ COMPLETE the 'LOSAP Audit Package' for a fee of \$495. The LOSAP Audit Package does not satisfy the LOSAP audit requirement, but assists the accounting firm performing the audit.
- ☐ DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

Supervisor
Town of Carmel

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

Penflex, Inc. 11/1/2013-10/31/2014 Service Fee Agreement

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 2
SERVICE AWARD PROGRAM**

Standard Services Fee Schedule

Base Fee: \$3,350, \$0 Change from 2012
Per-Participant Fee: \$17, \$2 Change from 2012
Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2012
Total Estimated Standard and Distribution Services Fees: \$6,400

Optional Services Fee Schedule

PLEASE CHECK ONE BOX:

- ☐ COMPLETE the 'LOSAP Audit Package' for a fee of \$495. The LOSAP Audit Package does not satisfy the LOSAP audit requirement, but assists the accounting firm performing the audit.
- ☐ DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

Supervisor
Town of Carmel

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

Penflex, Inc. 11/1/2013-10/31/2014 Service Fee Agreement

**TOWN OF CARMEL
CARMEL FIRE PROTECTION DISTRICT NO. 3
SERVICE AWARD PROGRAM**

Standard Services Fee Schedule

Base Fee: \$3,350, \$0 Change from 2012
Per-Participant Fee: \$17, \$2 Change from 2012
Payment certification and trustee directive letters: \$75 per letter, \$0 Change from 2012
Total Estimated Standard and Distribution Services Fees: \$5,200

Optional Services Fee Schedule

PLEASE CHECK ONE BOX:

- ☐ COMPLETE the 'LOSAP Audit Package' for a fee of \$495. The LOSAP Audit Package does not satisfy the LOSAP audit requirement, but assists the accounting firm performing the audit.
- ☐ DO NOT COMPLETE the 'LOSAP Audit Package' and bill us for the cost of Penflex services for preparing and communicating information we direct you to prepare and forward to the accounting firm which will audit our Service Award Program.

FEBRUARY 19, 2014
TOWN BOARD MEETING

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations.

To authorize Penflex, Inc. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

Supervisor
Town of Carmel

Edward J. Holohan
Edward J. Holohan, ASA
President, Penflex, Inc.

BALDWIN ESTATES - TM# 75.19-1-1.11 – BOND RELEASE - AUTHORIZED

WHEREAS on or about January 16, 2014, application was made by Baldwin Estates for the total release of a site plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations for Tax Map #75.19-1-1.11; and

WHEREAS said applications have been reviewed by Town Engineer Richard Franzetti and release of the bond has been recommended and approved by the Town Engineer and Town of Carmel Planning Board,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the subdivision bond for Baldwin Estates in the amount of \$23,583.00.

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>

JARAL PUTNAM, LLC – TM# 55.-2-24.1 – BOND RELEASE - AUTHORIZED

WHEREAS on or about January 15, 2014, application was made by Jaral Putnam, LLC for the total release of a site plan bond posted in accordance with the Freshwater Wetlands Law and/or Zoning Regulations for Tax Map #55.-2-24.1; and

WHEREAS said applications have been reviewed by Town Engineer Richard Franzetti and release of the bond has been recommended and approved by the Town Engineer and Town of Carmel Planning Board,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the Environmental Conservation Board bond for Jaral Putnam, LLC in the amount of \$10,000.00.

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>

FEBRUARY 19, 2014
TOWN BOARD MEETING

**ROLLING GREENS AND LAKE MACGREGOR STORMWATER RETROFITS -
SIGNING OF AMENDMENT #1 TO NYSDEC CONTRACT #C303537 - AUTHORIZED**

BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to sign Amendment #1 to NYSDEC Contract#C303537 for Rolling Greens and Lake MacGregor Stormwater Retrofits, in form as attached hereto and made a part hereof.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE


STATE AGENCY (Name & Address): New York State Department of Environmental Conservation 625 Broadway, 4th Floor Albany, NY 12233-3504	BUSINESS UNIT/DEPT. ID: DEC013350000 CONTRACT NUMBER: C303537 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Town of Carmel	TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Rolling Greens and Lake McGregor Stormwater Retrofit Project
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002103 Federal Tax ID Number: 146002109 DUNS Number (if applicable):	AGENCY IDENTIFIER: C303537 - WQIP - Round 9 CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 60 McAlpin Avenue Mahopac, New York 10541 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption Status/Code: <input type="checkbox"/> Sectarian Entity

**FEBRUARY 19, 2014
TOWN BOARD MEETING**

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE				
CURRENT CONTRACT TERM:		CONTRACT FUNDING AMOUNT		
From: 04/01/2009 To: 12/31/2013		(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):		
CURRENT CONTRACT PERIOD:		CURRENT: \$ 200,000		
From: To:		AMENDED:		
AMENDED TERM:		FUNDING SOURCE(S)		
From: 04/01/2009 To: 03/31/2015		<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other		
AMENDED PERIOD:				
From: To:				
FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT: (Out years represent projected funding amounts)				
#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:	
<input type="checkbox"/> Attachment A:	<input type="checkbox"/> A-1 Program Specific Terms and Conditions <input type="checkbox"/> A-2 Federally Funded Grants
<input type="checkbox"/> Attachment B:	<input type="checkbox"/> B-1 Expenditure Based Budget <input type="checkbox"/> B-2 Performance Based Budget <input type="checkbox"/> B-3 Capital Budget <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) <input type="checkbox"/> B-3(A) Capital Budget (Amendment)
<input type="checkbox"/> Attachment C: Work Plan	
<input type="checkbox"/> Attachment D: Payment and Reporting Schedule	
<input checked="" type="checkbox"/> Other:	1. Amendment No. 3- No Cost Time Extension 2. Appendix C of State Assistance Contract 3. Appendix A- Dated December 2012

Contract Number: # C303537
 Page 2 of 2
 Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.	
CONTRACTOR: Town of _____ <div style="text-align: center;"></div> By: _____ <div style="text-align: center;">Printed Name</div> Title: _____ Date: _____	STATE AGENCY: NYS Department of Environmental Conservation By: _____ <div style="text-align: center;">Printed Name</div> Title: _____ Date: _____
STATE OF NEW YORK County of _____ On the ____ day of _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract. (Notary) _____	
ATTORNEY GENERAL'S SIGNATURE _____ <div style="text-align: center;">Printed Name</div>	STATE COMPTROLLER'S SIGNATURE _____ <div style="text-align: center;">Printed Name</div>

Title: _____	Title: _____
Date: _____	Date: _____

Contract Number: # C303537
Page 1 of 1, Master Contract for Grants Signature Page

AMENDMENT NO. 3: NO-COST-TIME EXTENSION

Contract Number: C303537

THIS AMENDMENT, entered into by and between the STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION (hereinafter referred to as the "Department"), having offices at 625 Broadway, Albany, New York 12233, and the Town of Carmel (hereinafter referred to as the "Recipient"), with offices at 60 McAlpin Avenue, Mahopac, NY 10541 is hereby attached to and becomes incorporated into the above referenced contract.

The parties entered into a prior Contract which was duly assigned Contract Number **C303537** which said Contract the parties now desire to amend and/or extend. The Contract provides for amendment or extension in **Article 11**.

The Contractor has requested an amendment to the Contract for the following reason(s):

1. Some elements of the project remain to be accomplished which include updating the drawing to include the installation of a deep sump catch basin at the end of Beach Road and for the deep sump catch basin to be installed.

The Contract is amended as follows:

1. Section 2: Term and Effective Date is revised to extend the Contract termination date from December 31, 2013 to March 31, 2015.
2. Appendix A – A revised Appendix A dated, December 2012 has been added.
3. Appendix C of State Assistance Contract, is hereby revised to extend the contract completion date from December 31, 2013 to March 31, 2015.
4. Add Article 17: Iran Divestment Act: By entering into a renewal or extension of this Contract, the Recipient certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. The Recipient agrees that should it seek to further renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. The Recipient also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before the Department may approve a request for Assignment of Contract.

During the term of the Contract, should the Department receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Department will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Department shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Recipient in default.

The Department reserves the right to reject any renewal, extension, or request for assignment for an entity that appears on the Prohibited Entities List hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the Prohibited Entities List thereafter.

All other terms and conditions of said Contract shall remain in full force and effect.

STANDARD CLAUSES FOR NYE CONTRACTS

APPENDIX B

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor to whom the contract is assigned

- 4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance

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require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years

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12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-c or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner

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thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

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14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of

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tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbcertification@esd.ny.gov
<http://esd.ny.gov/MWB/directorySearch.html>

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The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing,

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computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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**Appendix C of State Assistance Contract
Water Quality Improvement Projects for SFY 2006/2007
Project Work Plan Form - Nonpoint Source Abatement and Control Projects**

I. COVER SHEET:**RECIPIENT INFORMATION****1. MUNICIPALITY:**

☐ City ☒ Town ☐ Village ☐ Other (specify)
of: CARMEL

2. MUNICIPAL CONTACT & MAILING ADDRESS:

name: KENNETH SCHMITT
title: SUPERVISOR
(no. & street): 60 N. CALAN AVE
(city): MAHOPAC (state): NY (zip): 12541
PHONE: (845) 628 1470 FAX: (845) 628 6836
E-mail: SCHMITTKR @ HOTMAIL.COM

3. PROJECT MANAGER & MAILING ADDRESS:

name: JOHN KARELL, JR., P.E.
(no. & street): 121 CUSHMAN ROAD
(city): PATTERSON (state): NY (zip): 12563
PHONE: (845) 628 2087 FAX: (845) 628 7085
E-mail: JK @ C2, CARMEL, NY, US

4. FISCAL/ADMINISTRATIVE WORK CONTACT
(if different from above)

name: SAME
(no. & street):
(city): (state): (zip):
PHONE: () FAX: ()
E-mail:

GENERAL PROJECT INFORMATION**1. PROJECT NAME** SYSTEM WATER RETROFITS

ROLLING GREENS AND
LAKE MACGREGOR

2. APPLICATION TRACKING #
B2006WQ1 9055

3. HAS A CURRENT MUNICIPAL RESOLUTION
BEEN SUBMITTED? Yes ☒ No ☐

6. EXISTING CLEAN WATER STATE REVOLVING LOAN FUND PROJECT #

Do you have a pending or approved application for the Clean Water State Revolving Fund? Yes ☐ No ☒
(Status of Application) APPLICATION SUBMITTED Yes ☐ No ☐

7. PROJECT LOCATION(S) AND ZIP CODES:

☐ City ☒ Town ☐ Village of CARMEL

☐ City ☐ Town ☐ Village of

ZIP CODE(S): 10512, 10541

County of: PUTNAM

County of:

8. Latitude and Longitude:

41° 21' 58" N
73° 45' 11" W

41° 23' 01" N
73° 46' 05" W

ROLLING GREENS

LAKE MACGREGOR

Hydrologic Unit Code (HUC): 02030101030

PROJECT TIMING AND COSTS

Any invoices to be reimbursed must be for services that fall between the start date and completion date of the project. When identifying the proposed start date, make sure it is before work has begun and any costs have been incurred. When identifying the expected completion date, leave yourself enough time to ensure that the project will be completed, final report prepared, and all bills reimbursed within that time period. Give yourself extra time to be sure that all bills will fall within the project schedule to avoid the need for a contract amendment before reimbursement of costs can occur.

1. START DATE:**2. COMPLETION DATE:****3. STATE ASSISTANCE****4. LOCAL MATCH****5. TOTAL COSTS (ADD 3 & 4)**

APRIL 1, 2014

APRIL 1, 2014

\$ 200,000.00

\$ 200,000.00

\$ 400,000.00

MARCH 31, 2015

**INSITE ENGINEERING - ACCEPTANCE OF PROPOSAL TO PROVIDE
ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES FOR CAMARDA
PARK RESTROOM FACILITIES AND UTILITIES BUILDING - AUTHORIZED**

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RESOLVED that the Town Board of the Town of Carmel, hereby authorizes the acceptance of the proposal of Insite Engineering, Carmel, NY dated January 29, 2014 to provide Engineering Design and construction phase services concerning the Camarda Park Restroom Facilities and Utilities Building at a cost not to exceed \$4,800.00 (Four Thousand Eight Hundred Dollars) ; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all necessary documentation required in connection with the acceptance of the aforesaid proposal; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all budget revisions and/or transfers from the Parkland Trust Fund to effectuate payment and funding of the authorized services.

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>

Prior to the roll call vote Supervisor Schmitt explained that this is the first phase of the project for improvements at Camarda Park and he pointed out that these improvements are desperately needed. He noted that a concession stand is also being planned. He further explained that this expenditure is just for the cost of the design and that there will be a second phase incurring further costs.

Gregory Folchetti, Legal Counsel explained that this is for an updated design and a brief discussion ensued.

RECREATION AND PARKS DEPARTMENT – BID AWARDED TO TRI-STATE EZ DOCKS, SEAVILLE, NJ FOR THE PROCUREMENT AND INSTALLATION OF FLOATING DOCK SYSTEM AT SYCAMORE PARK

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for the installation of a floating dock system at Sycamore Park in the Town of Carmel; and

WHEREAS such bids were received and opened on June 28, 2013; and

WHEREAS Director of Recreation and Parks James R. Gilchrist has recommended the awarding of the bid to Tri State EZ Docks set forth hereafter,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bids for the procurement and installation of the aforesaid floating dock system to Tri-State EZ Docks, Seaville, NJ the lowest responsible bidder who met specifications, at a cost not to exceed \$71,393.58 (SEVENTY-ONE THOUSAND THREE HUNDRED NINETY THREE AND 58/100); and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all budget revisions and/or transfers from the Parkland Trust Fund to effectuate payment and funding of the authorized bid award; and

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BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby declares obsolete the existing dock systems in place at Sycamore Park prior to the award of this bid, and authorizes their disposal, including as provided under Town Law §64-a.

Resolution

Offered by: Councilman Lupinacci
Seconded by: Councilman Lombardi & 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>

Prior to the roll call vote Councilman Lupinacci explained that the funding for the above would come from the Parkland Funds not the taxpayers. These funds are earmarked to be used for recreational purposes.

Gregory Folchetti, Legal Counsel, stated that these funds come from the recreation fees paid by the developers of senior housing.

HIGHWAY DEPARTMENT – ADVERTISE FOR BIDS FOR PURCHASE OF VARIOUS HIGHWAY MATERIALS - AUTHORIZED

RESOLVED that, pursuant to the request of Michael Simone Town of Carmel Highway Superintendent, Town Clerk Ann Spofford is hereby authorized to advertise for bids for the purchase of the following items for fiscal year 2014:

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

BE IT FURTHER RESOLVED that the Highway Superintendent is to furnish detailed specifications for the above to the Town Clerk Ann Spofford to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

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

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**POLICE DEPARTMENT – ENTRY INTO AGREEMENT WITH LEADSONLINE, LLC
FOR ONLINE CONFIDENTIAL CRIMINAL INVESTIGATION SERVICES FROM
JANUARY 1, 2014 THROUGH DECEMBER 31, 2016 - AUTHORIZED**

RESOLVED that upon the recommendation of Lt. Michael Cazzari, the Town Board of the Town of Carmel hereby authorizes entry into an agreement with LeadsOnline, LLC for online confidential criminal investigations services to be provided to the Town of Carmel Police Department; and

BE IT FURTHER RESOLVED that the maximum initial term of the agency agreement shall be from January 1, 2014 through December 31, 2016 at an annual cost to the Town of Carmel not to exceed \$2,238.00 (TWO THOUSAND TWO HUNDRED THIRTY-EIGHT DOLLARS) per year; and

BE IT FURTHER RESOLVED that Lt. Michael Cazzari is hereby authorized to execute such agency agreement with LeadsOnline, LLC as well as the rider to the said agreement between the County of Putnam, Town of Carmel, Town of Kent and Leads Online, LLC, both instruments in form as is on file in the Office of the Town Supervisor.

Resolution

Offered by: Councilman Schneider
Seconded by: Councilman Lupinacci

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

**BUILDING DEPARTMENT – CREATION OF POSITION OF FIRE INSPECTOR AND
APPOINTMENT OF JOSEPH WILICHOWSKI TO POSITION OF FIRE INSPECTOR
EFFECTIVE FEBRUARY 20, 2014**

RESOLVED that the Town Board of the Town of Carmel hereby creates position of Fire Inspector in the Building Department and appoints Joseph Wilichoski to the position of Fire Inspector effective February 20, 2014 on a probationary basis at the salary contained in the 2014 Budget and subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilman Lupinacci

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Jonathan Schneider	<u> </u>	<u> </u>	Abstain
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>	

After the roll call vote Councilman Schneider explained that he abstained from voting as he knows Joseph Wilichoski personally. He expressed his high regard for Mr. Wilichoski and his experience and believes that he will be an asset to the Town of Carmel.

Supervisor Schmitt acknowledged that he felt that Mr. Wilichoski will do a great job. He noted that it was a lengthy interview process and that Mr. Wilichoski scored the number one position on the civil service test.

All the Town Board Members congratulated and welcomed Mr. Wilichoski.

**FEBRUARY 19, 2014
TOWN BOARD MEETING**

PUBLIC COMMENTS - AGENDA ITEMS

Nick Fannin questioned if hooking up to the sewer district was a possibility for Camarda Park.

Councilman Schneider pointed out that while they were considering that possibility for Sycamore Park it was not feasible for Camarda Park.

Mr. Fannin inquired if we have had a Fire Inspector for the Town of Carmel in the past.

Supervisor Schmitt replied that years ago there was that position but that Michael Carnazza has been doing double duty in recent years to cover those duties.

Mr. Fannin agreed that it was a great idea to hire someone for that position.

Mr. Fannin commented on the agreement with LeadsOnline, LLC concerning the police investigations acknowledging that this was also a great idea.

TOWN BOARD MEMBER COMMENTS - AGENDA ITEMS

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

OPEN FORUM - PUBLIC COMMENTS

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

OPEN FORUM – TOWN BOARD COMMENTS

Councilwoman McDonough took the opportunity to wish her mother a Happy Birthday.

Supervisor Schmitt reported that he had spoken to the Assessor, Glenn Droese, regarding the renewals for the Enhanced STAR exemption and that there are about 200 seniors that still have not reapplied which must be done by February 28, 2013.

Supervisor Schmitt also reported that the New York State Department of Real Property Tax Services has extended the date to reapply for the Basic STAR exemption which can be done on-line on the state's website. He noted that residents applying for the first time should apply at the Town of Carmel Assessor's Office.

Supervisor Schmitt stated that the residents of the Hamlet of Carmel may get home delivery of the Mahopac News by sending an e-mail to mahopacnews@halstonmedia.com or by calling 845-208-0774. It was noted that papers were available at various retail shops around the area and here at the Carmel Town Hall.

Supervisor Schmitt announced that interviews for vacancies on the Environmental Conservation Board and the Zoning Board of Appeals would take place after the next scheduled work session in executive session.

Councilman Lombardi announced that the "Cupcake Wars" would take place on Saturday, March 1, 2014 between 11:00 AM and 2:00 PM.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilman Lupinacci, seconded by Councilman Schneider, with all members present and in agreement, the meeting was adjourned at 7:55 p.m.

Respectfully submitted,

Phyllis Bourges, Deputy Town Clerk