

MICHAEL S. CAZZARI
Town Supervisor

ROBERT F. SCHANIL, JR.
Town Councilman
Deputy Supervisor

STEPHEN J. BARANOWSKI
Town Councilman
FRANK D. LOMBARDI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman

TOWN OF CARMEL
TOWN HALL



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.ci.carmel.ny.us

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD VOTING MEETING
Wednesday, October 5, 2022 7:00pm

• **Roll Call - Attendance**

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Distribution of Town of Carmel Tentative Budget Fiscal Year 2023 to Town Board by Ann Spofford, Town Clerk**
 - **Michael Cazzari, Town Supervisor, Budget Message Town of Carmel Budget, Fiscal Year Ending 2023**
 - **PowerPoint Presentation of Town of Carmel Budget, Fiscal Year Ending 2023 by Mary Ann Maxwell, Town Comptroller**
- **Public Comments on Town Related Business (Five (5) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**

Town Board Voting Meeting:

1. Res: Authorizing Attendance at Seminar
2. Res: Authorizing Attendance at Seminar
3. Res: Accepting Proposal for Engineering Design Services – Carmel Sewer District #5
4. Res: Approving Applications for Tuition Reimbursement – Town of Carmel Police Department
5. Res: Acknowledging Emergency Repairs/Services for Boiler Replacement – Recreation Building at Sycamore Park
6. Res: Scheduling Continued Public Hearing on a Proposed Local Law Proposing Multiple Amendments to Chapter 156 of the Code of the Town of Carmel, entitled “Zoning” (October 19, 2022)
7. Res: Scheduling Continued Public Hearing Pursuant to New York Town Law §272-A and §272-A(6) on the Draft Comprehensive Plan (October 19, 2022)
8. Res: Authorizing Scheduling of Public Hearing Pursuant to Eminent Domain Procedure Law Article 2§202 (November 2, 2022)
9. Amended Resolution Authorizing Extension of Contract Carmel water and Sewer District Operation and Maintenance

- **Town Board Comments**
- **Motion to Move into Executive Session**

Executive Session:

1. Budget Fiscal Year 2023/Personnel
 - **Motion to Adjourn Meeting**

Office of the Supervisor
Michael S. Cazzari

TOWN OF CARMEL

www.ci.carmel.ny.us

60 McAlpin Avenue ♦ Mahopac, NY 10541
Tel: (845) 628-1470 ♦ Fax: (845) 628-6836

SUPERVISOR'S FISCAL YEAR 2023 TENTATIVE BUDGET MESSAGE

Good evening everyone.

Tonight, I am honored to present my first Tentative Budget for Fiscal Year Ending 2023. First and foremost, I would like to thank everyone for all their help and support during my tenure as Town Supervisor; and although it has been a challenging year for all of us, I devoted much time and effort in the preparation of this budget to keep the cost to the taxpayers at a minimum.

Pursuant to New York State Town Law, Section 106, I present the 2023 Tentative Budget for your consideration and review. There were many factors to consider during the planning and preparation of this Tentative budget.

As a municipal Town, we must comply with the New York State Tax Cap which restricts the Town's overall growth in the property tax levy to 2% over the prior year's levy, or the rate of inflation; whichever is less.

I am very happy to report that Moody's investor services have maintained the Town's Aa1 credit rating. This allows the Town to borrow money for its capital projects at the lowest interest rates possible. I would like to acknowledge the Town's Comptroller, Mary Ann Maxwell, on receiving numerous Certificates of Achievements from the National organization representing Government finance professionals for transparency in financial reporting practices and Government accounting. These achievements compliment the Town's fiscal management and strong financial stability.

The Town will continue to provide a list of its essential information and services that is available both on the Town's Web page www.ci.carmel.ny.us and at all Town departments.

Again, this year, the Town Board offered a retirement incentive to uniformed members of the Police Department. Four members of the department with twenty (20) plus years of service, accepted the terms of the incentive and retired in 2022. These incentives resulted in a substantial savings to the resident taxpayers. Town Board hopes to continue offering the retirement incentive programs for our Police officers that result in a budget savings. The Police Department secured a grant for reinstatement of the K-9 program and I am happy to report that the Town has welcomed K-9 Officer Pietro, who will be graduating from the K-9 academy at the end of this year.

The Downtown Mahopac Revitalization Project, including the design of Swan Cove, as well as the Downtown Business District improvements are moving forward; this project will include parking for the business district. In July of 2022, the Town Board amended the Vehicle and Traffic Law changing Cherry Lane to a one-way street. I have also applied for a Revitalization Grant to fund the increase of municipal parking in both downtown hamlets.

The Town's Carmel Water District #2 Pipe Re-Lining Capital Project is near completion, and I am very happy to report that this capital project will finish under budget, at a cost savings of \$1.7 million dollars. The Town has actively lobbied Federal and State officials and applied for numerous grants to off set the costs related to the upgrading of the Town's infrastructure which includes the Town's Water and Sewer facilities. I am happy to report that the Town has applied for and received grant funding including \$3.7 million dollars of ARPA (American Rescue Plan Act) funds to help defray the costs of these projects.

In addition, and with the help and support of many Officials, employees and residents, the Town continues to move forward with the Town wide Comprehensive Master Plan, and Zoning Code. It continues to be a progress in the making; I am confident that upon its completion, the Comprehensive Plan and Zoning Code will greatly benefit the residents, business owners and tax payers.

My Tentative Fiscal Year 2023 Budget is subject to review and amendments made by the Carmel Town Board. Changes to the Tentative Budget may be made by the Board and a Preliminary Budget will be adopted on October 19, 2022. A Public Hearing on the Preliminary Budget will be held on November 9, 2022, at which time the Town Board will listen and take into consideration, public comments from the residents, business owners and tax payers. A Final Town wide Fiscal Year 2023 Budget must be voted on and adopted on or before November 20, 2022.

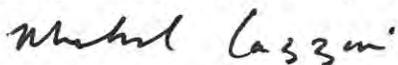
Since the onset of COVID, as with the residents, business owners and taxpayers, the Town continues to absorb the rising costs of insurances, utilities, materials, supplies and equipment; as well as having to deal with the frustration of their availability. As your Town Supervisor, I will put every effort into keeping the rising costs at a minimum and continue to lobby for funding through grants from the Federal and State Officials.

The 2023 Fiscal Year Tentative Budget reflects a **6.67% decrease** in the Town wide tax rate.

To give you a comprehensive explanation of what this tax rate decrease actually means, our Town Comptroller, Mary Ann Maxwell will now present to you the Fiscal Year 2023 Town of Carmel Supervisor's Tentative budget. This presentation will provide for you an in-depth review and explanation of the Town's finances identifying projected expenditures and revenues for Fiscal Year 2023.

In closing, my sincere thanks to Town Comptroller, Mary Ann Maxwell, my Chief of Staff, Anne Pasquerello and Principal Office Assistant, Joanna Terilli, along with other elected officials, department heads and managers for their assistance and support during the preparation of my Tentative Budget, Fiscal Year Ending 2023.

Respectfully submitted this 5th day of October, 2022



Michael S. Cazzari,
Supervisor, Town of Carmel

TOWN OF CARMEL

2023

Tentative Budget

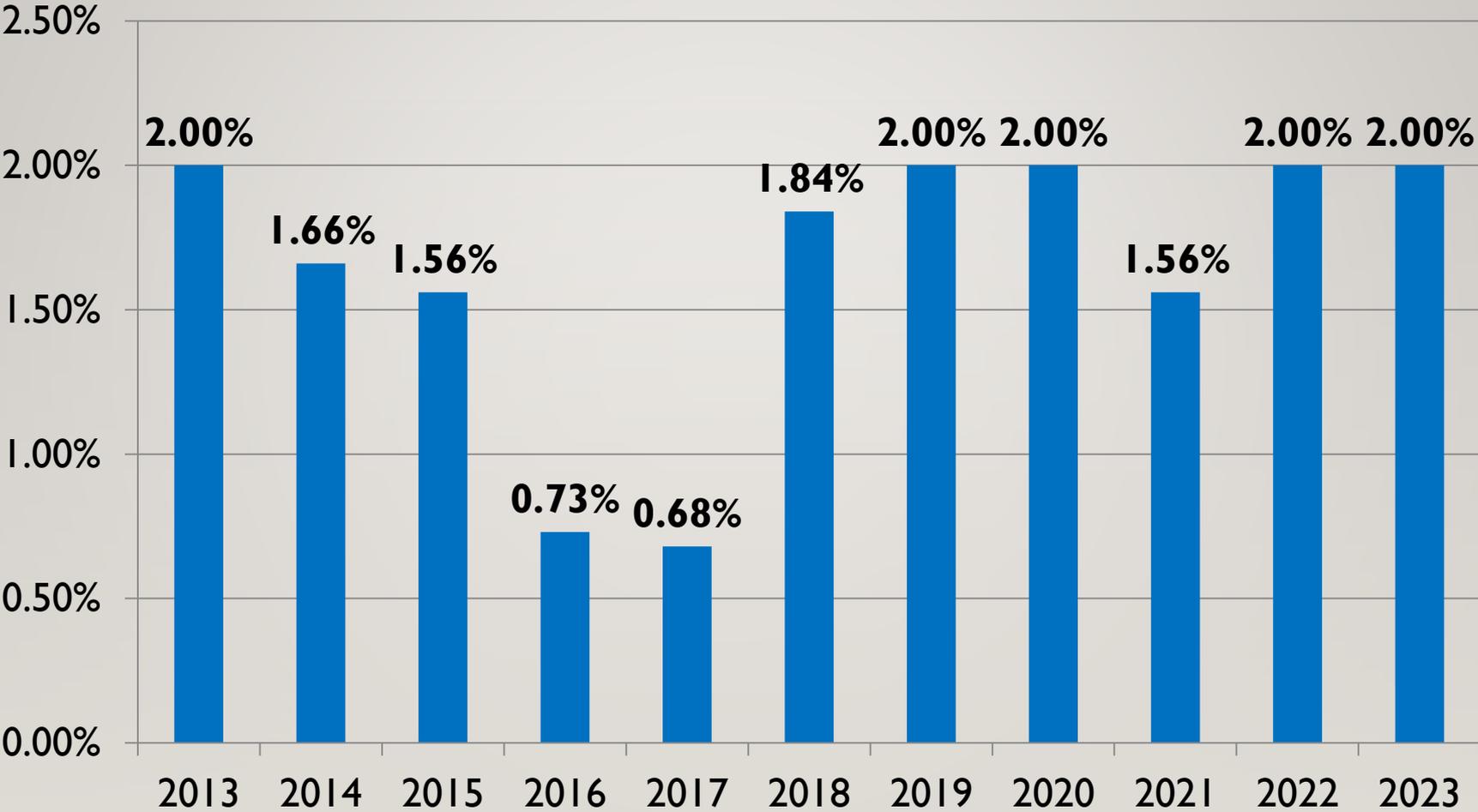


TAX LEVY

- The ***Allowable Tax Levy Growth*** imposed by NYS Comptroller's Office for the 2023 Budget is 2.00% which is the lesser of 7.17% which is the current rate of inflation according to Office of State Comptroller.
- For the Town of Carmel (Townwide and Special Districts) this equates to a ***Maximum Allowable Tax Levy*** increase of \$1,174,283.

NYS 2.00% PROPERTY TAX CAP

MAXIMUM ALLOWABLE TAX LEVY

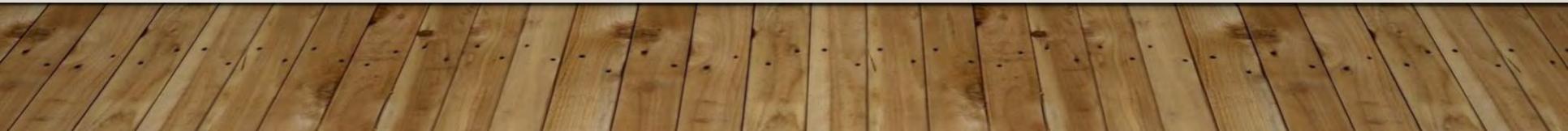


TOTAL TAX LEVY INCREASE

- 2023 Tentative Budget the Overall Tax Levy Increase of: \$1,167,022

General/Highway	-	\$262,409
Ambulance/Fire	-	\$334,100
Garbage Districts	-	\$115,000
Water Districts	-	\$246,422
Sewer Districts	-	\$204,245
Debt Funds	-	\$24,583

- Tentative 2023 Budget is under the Cap by \$7,261 (1,174,283 – 1,167,022 = 7,261)



TAX LEVY VS. TAX RATE

- Property Tax Levy is calculated by taking the Town's total annual expenditures less any revenues and/or appropriated fund balance equity.

$$\begin{aligned} & \text{Expenditures} \\ & - \text{Revenues} \\ & \underline{+(-) \text{Appropriated Fund Balance}} \\ & = \underline{\text{Property Tax Levy}} \end{aligned}$$

- The Annual Tax Rate is determined by dividing the total amount of the **property tax levy** by the total taxable assessed value of a town or special district.

$$\begin{aligned} & \text{Property Tax Levy} / \text{Taxable Assessed Value} \\ & = \text{Annual Tax Rate} \end{aligned}$$

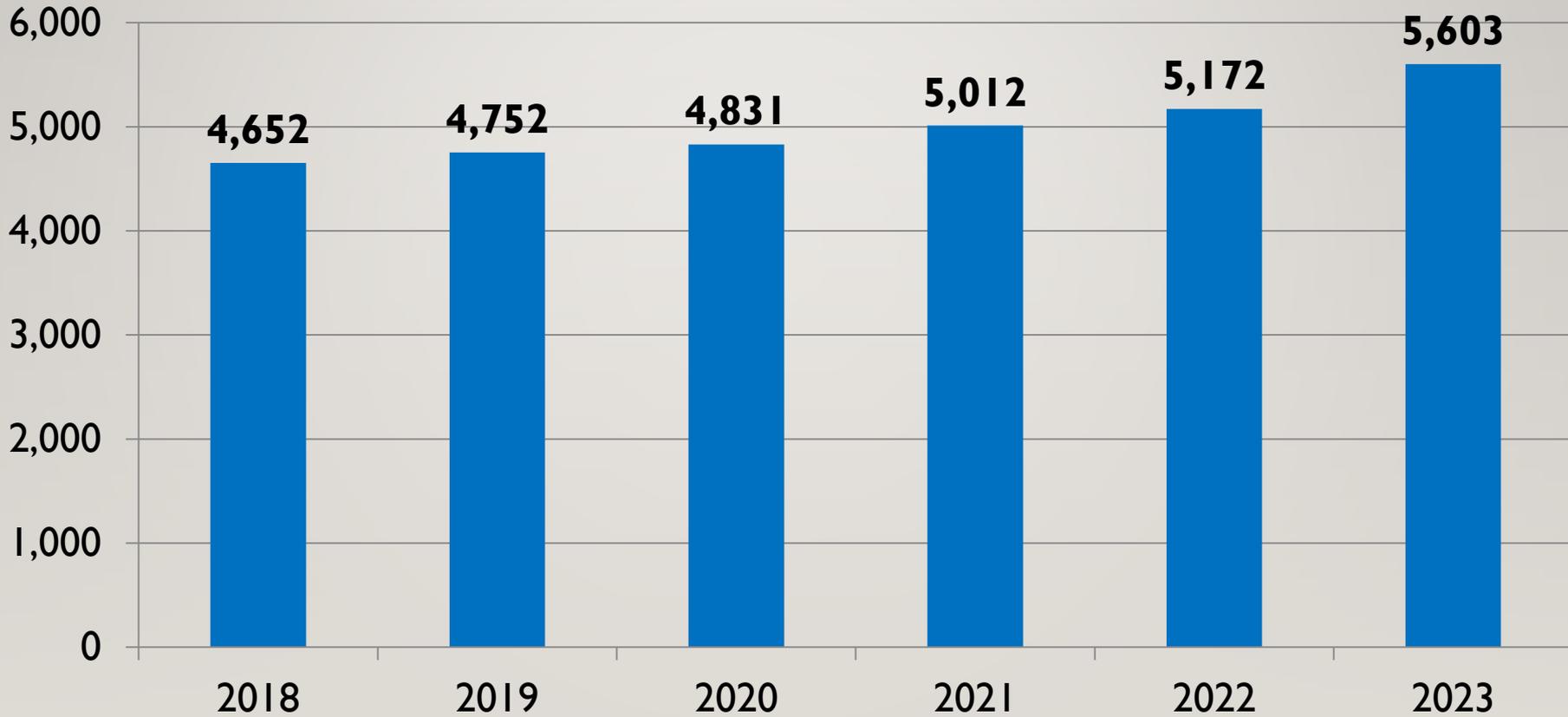
TOWN'S 100% EQUALIZED ASSESSED VALUE

- The Townwide *100% Equalized Assessed Value* used for the 2023 Tentative Budget is 5,603,088,009, an ***increase*** of approx. 429,101,018 from the prior year equalized assessed value.
- An ***increase*** in the assessed value from one year to the next may result in a **decrease** in the tax rate if the levy decreased or remained unchanged.

ANNUAL TAXABLE ASSESSED VALUE

TOWNWIDE (GENERAL/HIGHWAY) – 6 YR HISTORY - (IN BILLIONS XXX,XXX)

Tax Years 2018-2023



2023 TOWNWIDE BUDGET (GENERAL/HIGHWAY)

Tax Levy

Expenditures	\$32,105,595
(Revenues)	(6,898,707)
Fund Balances - Reserves	<u>(450,000)</u>
Property Tax Levy	\$24,756,888

Tax Rate

Property Tax Levy	\$24,756,888/
Taxable Assessed Value	<u>5,603,088,009</u>
2023 Tax Rate	4.42

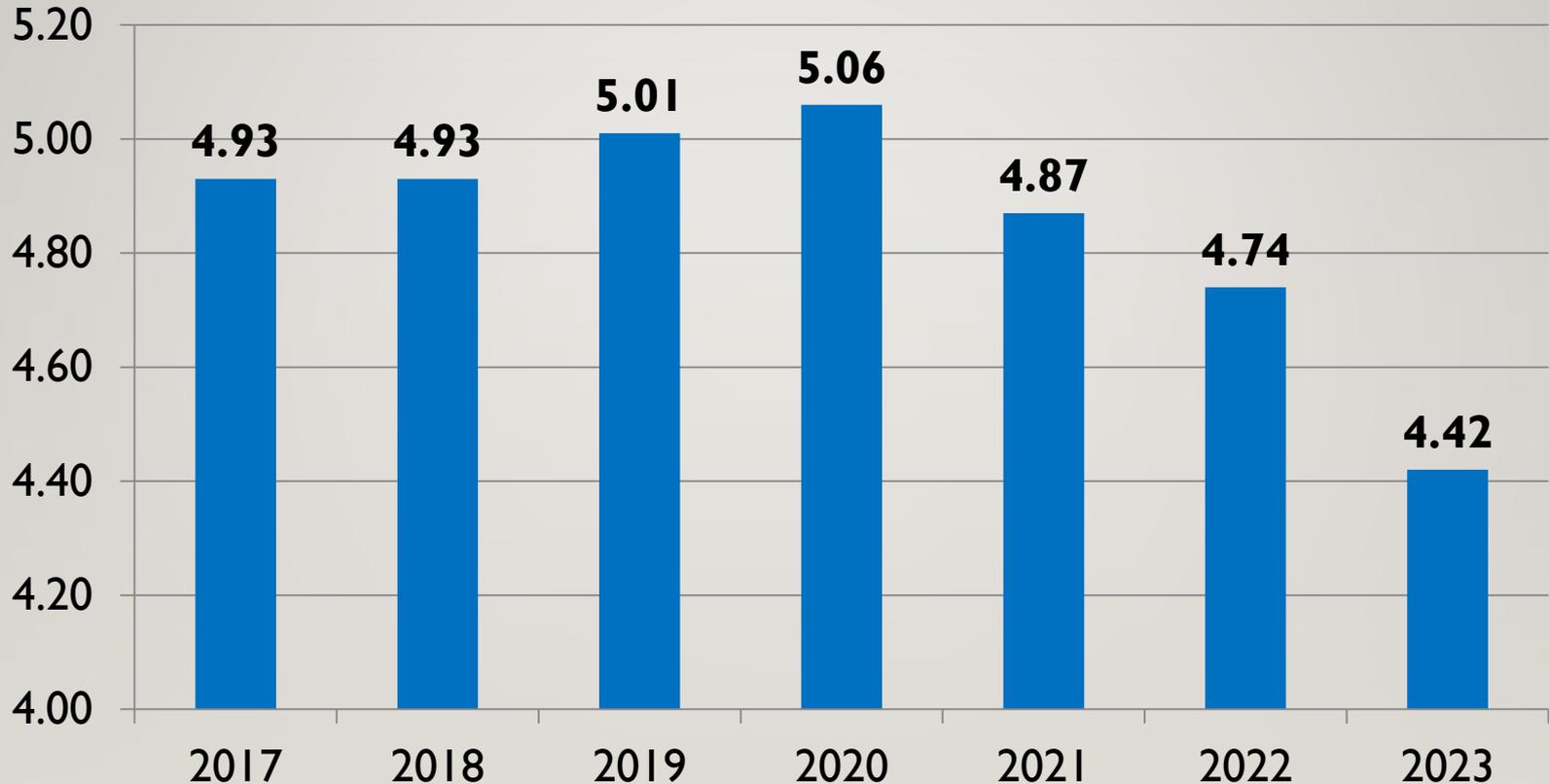
- **2023 Annual Tax Rate Decrease -6.67%**

** Represents tax % increase on rate from prior year*

ANNUAL TAX RATE

TOWNWIDE (GENERAL/HIGHWAY) – 7 YEAR HISTORY

Years 2017-2023

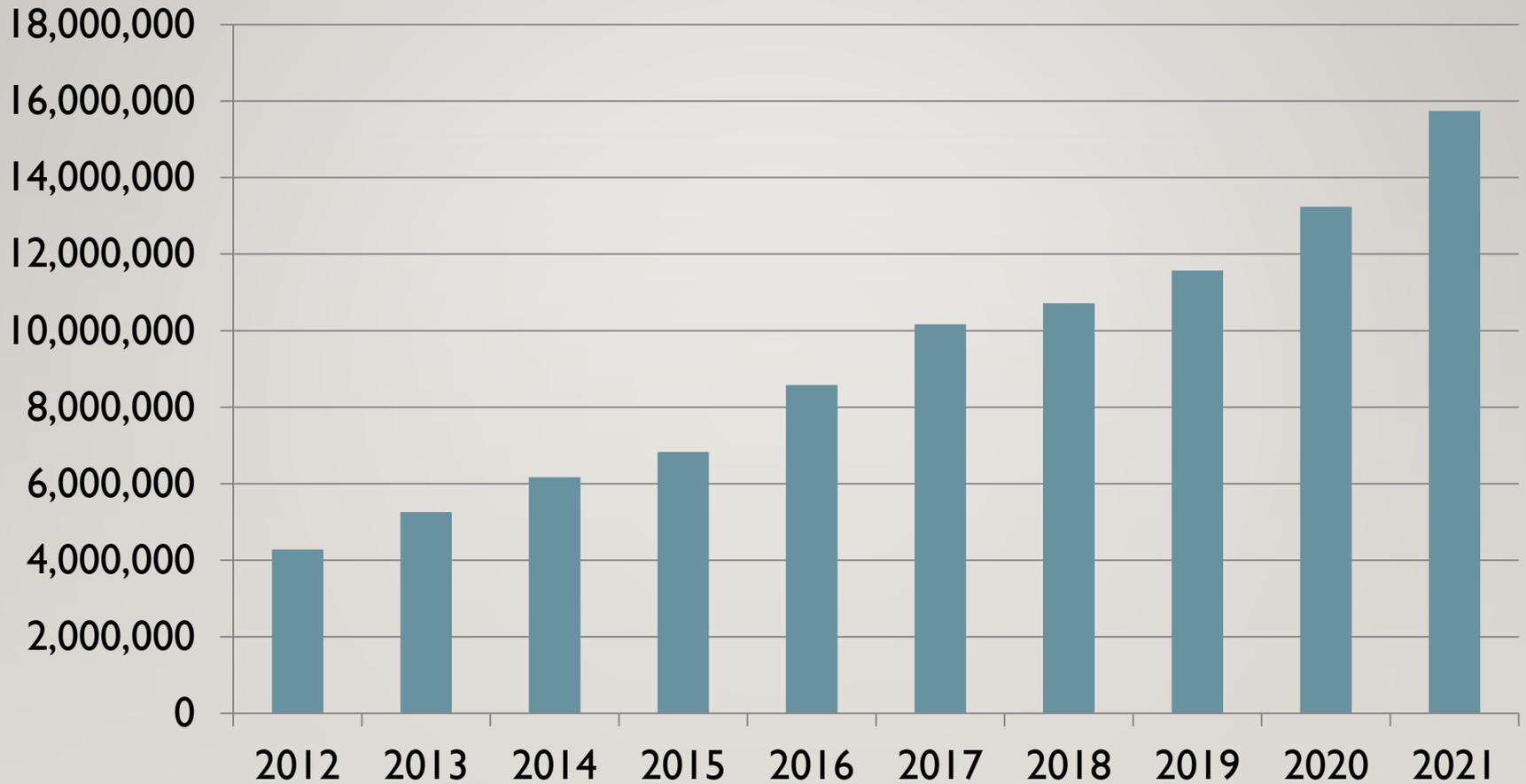


2023 TENTATIVE TOWNWIDE BUDGET

- A property homeowner (assessed at approx. \$430,000) would pay approximately \$1,900 per year which is a \$133 decrease from the prior year if assessed at the same value.
 - \$1,720,000 is budgeted for 2023 Annual Townwide Debt Obligations.
 - **Employee Compensation & Benefit Costs is 72.9%** of total expenditures. \$23.4 million budgeted of the \$32.1 million in Townwide Expenditures.
- * Employee expenses include Annual Salary, Overtime, Other Compensation Cost, Pension, Health Benefit Costs, Workers Comp, FICA/Medicare/MTA Tax, Retiree Health Benefits*

TOWNWIDE FUND EQUITY

10 YEAR HISTORY



SEPTEMBER 2022 BAN/BOND SALE

New Debt Service –

- Interest Rate for \$14.9mm September 2022 BAN was 2.91% a substantial increase from 0.1650% from the prior year.
- Interest Rate for \$2.45mm September 2022 12-year Bond was 3.22%
- 2023 Required Debt Payments include Airport Park, Highway Projects, Water Meter Project, Carmel Water District #2, Park Districts, Water Tank Project, Carmel Sewer District #1 and #5.
- Total ‘New Money’ Debt Issued = \$5,873,000 (of which \$2,748,000 is for CWD #2 and \$1,650,000 is for Water Tank Project).

BUDGET DRIVERS/HIGHLIGHTS

Employee Benefit Costs:

- **Health Insurance Costs** Budgeted 6-8% increase for 2023 – will not know 2023 NYSHIP rates until November 2022.
- **Pension Contributions:**
 - ERS rates increased to 15% of salary for Tier 4 members,
 - PFRS rates increased to 30.5% of salary for Tier 2 members.
- **Workers Comp Exp** – Preliminary rates estimated to remain flat in 2023.
- **Salary Expense for Union Employees 2.5% to 2.75%** due to union contracts.
- **Police Overtime** - Police Overtime Budget \$658,000 slight increase due to K-9 unit (including \$60k celebration line, \$45k Lake Patrol, \$13k for K-9 unit).
- **Police Training** – Budgeted approx. \$95,000 in 2023 Tentative Budget for Police Training.

BUDGET DRIVERS/HIGHLIGHTS

Revenues increases/decreases from prior year

- **Employee HI Contributions** - increased approx \$25,000 (due to union contract agreements)
- **Interest Earnings** increased by \$30,000 in the 2023 Budget due to investment accounts opened in 2022
- **Building Dept Fees** increased approx \$130,000 in the 2023 Budget (Bldg Permit, COs, Title Fees)
- **Mortgage Tax Revenue** Budgeted \$1,350,000 in 2023 decrease from \$1,550,000 in 2022. (YTD 2022 actual revenue is approximately \$1.1mm through Aug 2022).
- **Cable Franchise Fees** - \$760,000 budgeted revenue in 2023 Budget.
- **Parks and Recreation Fees** - \$318,320 budgeted revenue in 2023 Budget.
- **CHIPS Highway Funding** – State Aid estimated approx. \$663,175 in 2023 Budget.
- **Police Lake Patrol** – State Aid estimated at \$33,500 in 2023 Budget (50% of Lake Patrol expense).

BUDGET DRIVERS/HIGHLIGHTS

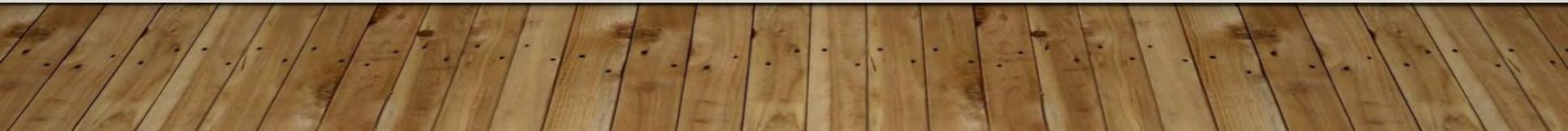
Capital Equipment Projects/Other

- Swan Cove Improvements/Upgrades - \$350,000 from prior years budgets; 2023 Budget - \$0
- Capital Improvements at Town Hall - \$90,000 from prior years budgets; 2023 Budget \$35k
- Bathroom Facility at Baldwin Meadows - \$72,000 from prior years budgets
- 3 Police vehicles (one from *Equipment Reserve*) - \$195,000

• Highway Fund

- 2023 Snow Budget is a total of \$1.9mm (to include \$700k for snow materials expense and \$350k for overtime expense).
- \$150,000 is budgeted for Capital Machinery plus Capital Reserve \$180,000.
- Snow Reserve Fund Balance as of 12/31/21 was \$750,000.

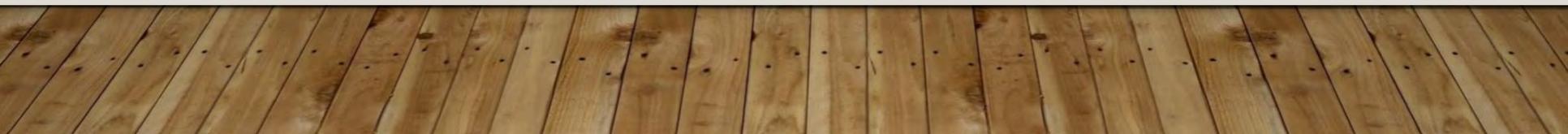
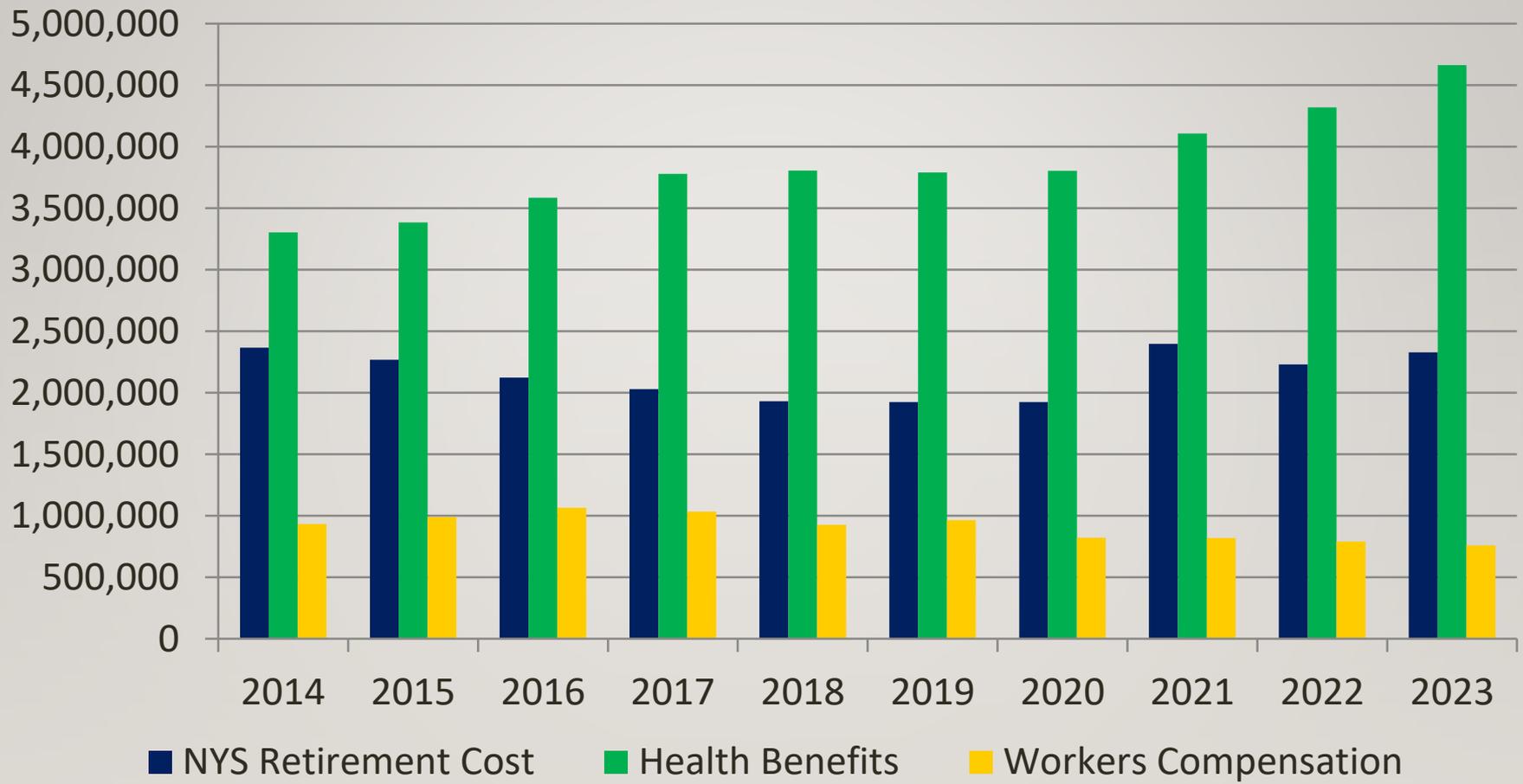
All Townwide and special districts will see an increase in utility expenses (fuel, electricity, chemicals, sludge, etc.) in the 2023 Budget due to the current economy.



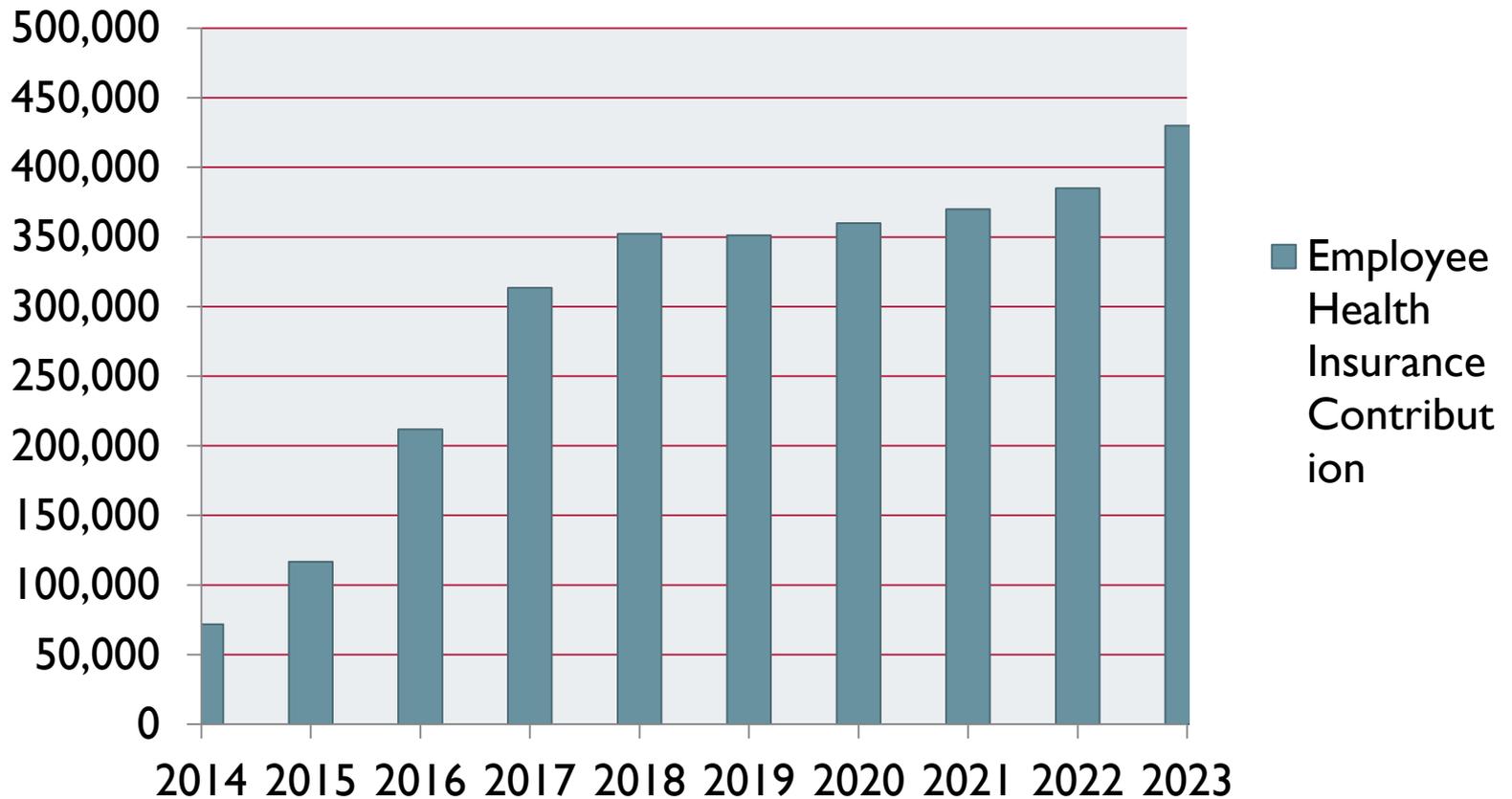
BUDGET DRIVERS/HIGHLIGHTS

- **Fire/Ambulance Districts** – Increases due to need cover cost to hire paid EMT workers for 2023. Tentative Budget estimated increase of \$220k (\$110k MFVFD, \$110k MVFD).
- **CWD #2** - will see a special district tax increase due to annual debt obligations from capital project costs. The water line capital project did come in well under budget by approx. \$1.7mm.
- **Town Water Districts** - will see a special district tax increase due to annual debt obligations from capital project costs for the Water Meter and Water Storage Tank Projects. WMP was started in 2019 and is approx. 95% complete improving efficiency with the Town's billing process.
- **CWD #7** - will see a special district tax increase due to need to reimburse General Fund Loan for emergency expenses in 2022.
- **Contingent Line** – Budgeted \$100,000 in 2023 Tentative Budget.
- **Technology upgrades** - \$70,000 is budgeted in the 2023 for technology upgrades. A fund was established for future purchase of *data imaging equipment* - Balance \$105K.

EMPLOYEE/RETIREE BENEFITS COSTS 2014-2023



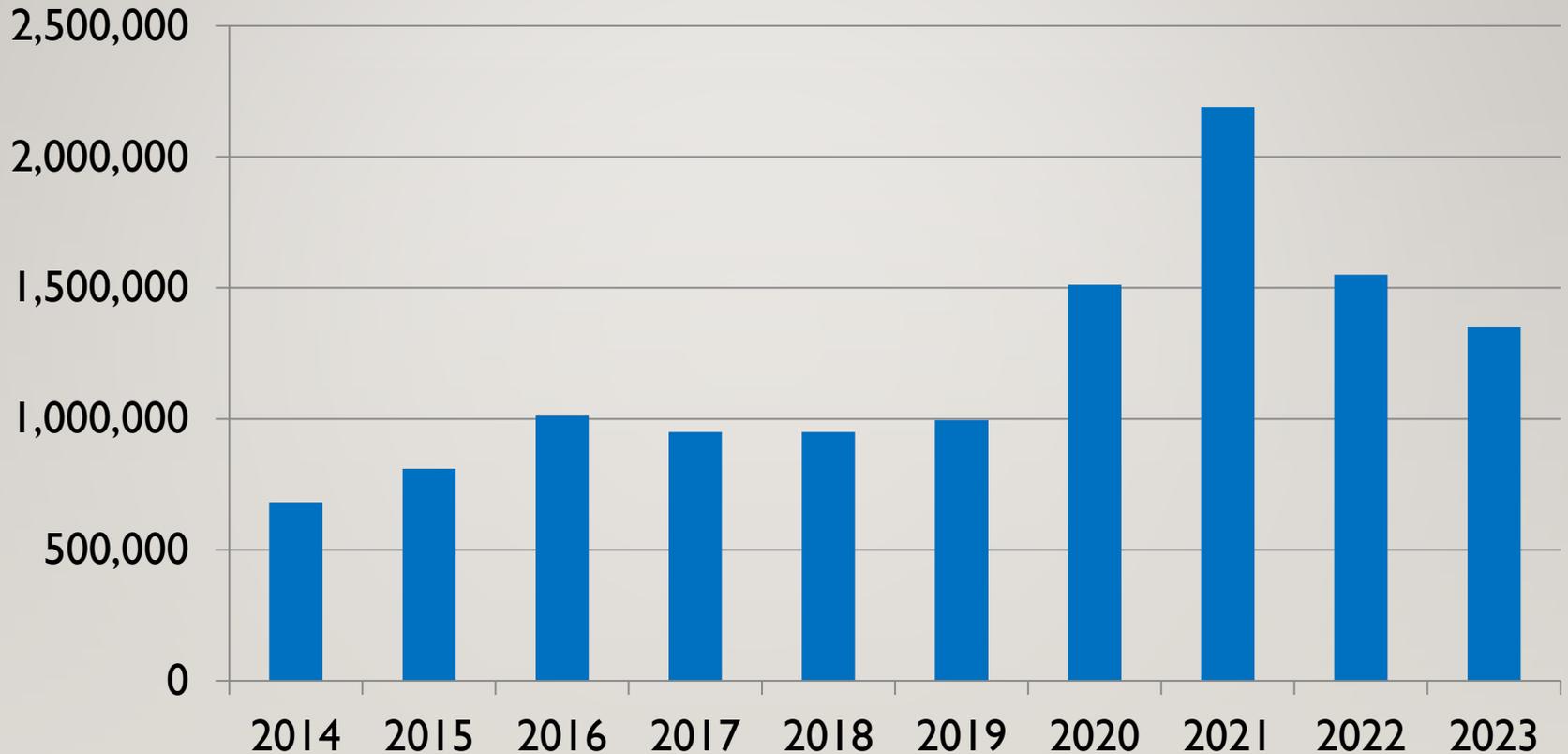
EMPLOYEE HI CONTRIBUTIONS 2014 - 2023



MORTGAGE TAX REVENUE

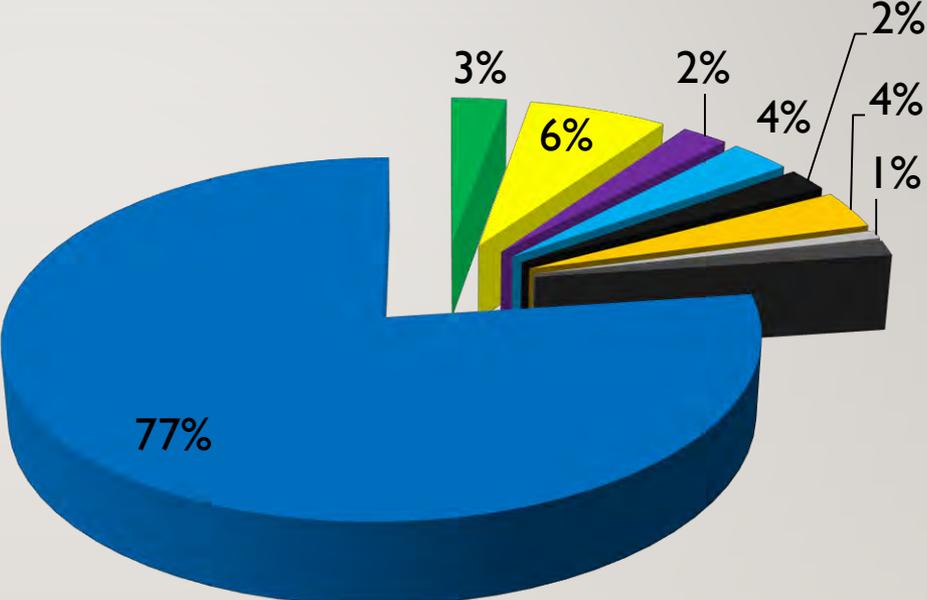
10 YEAR HISTORY

Years 2014-2023

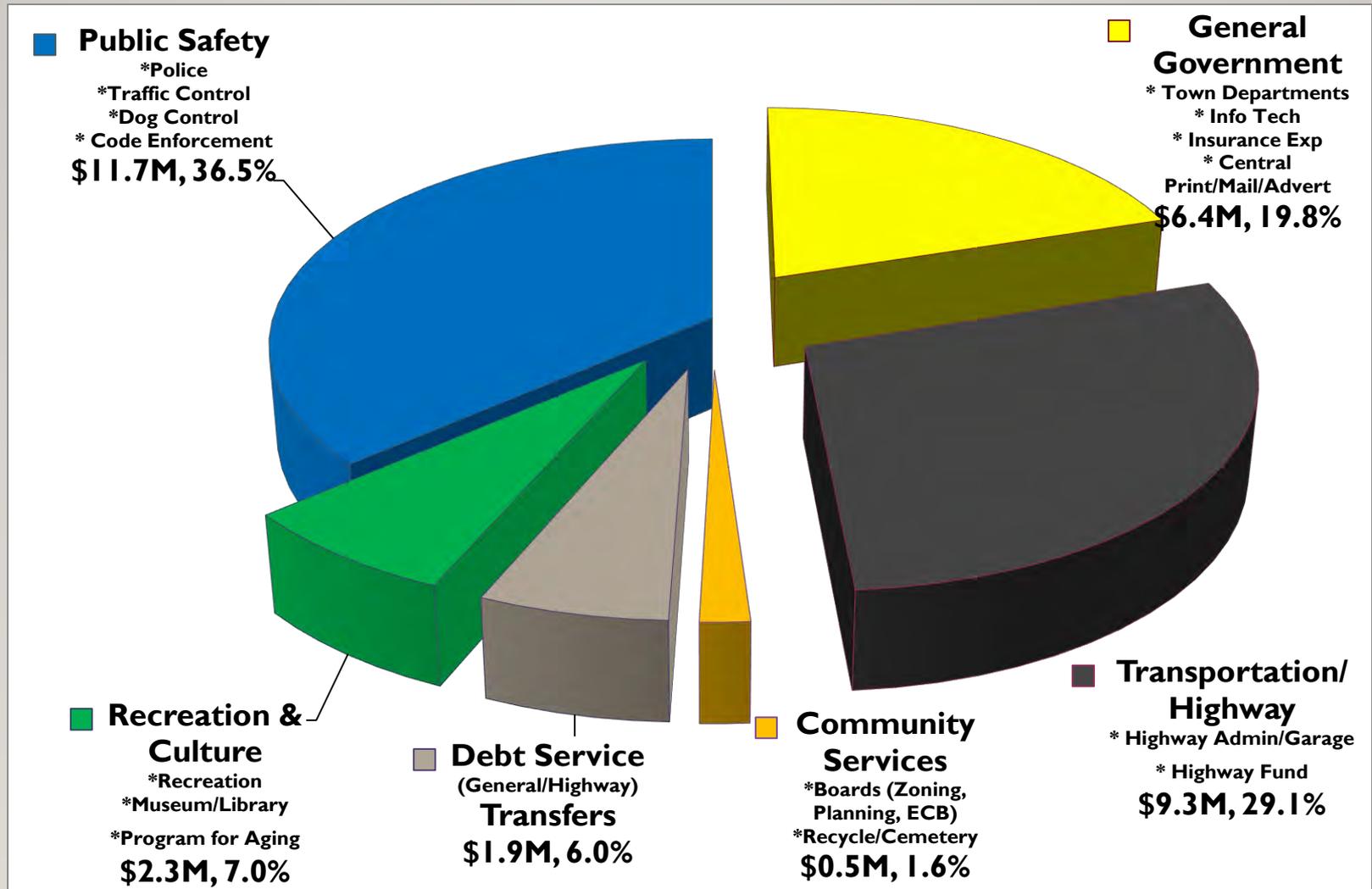


TOWNWIDE BUDGETED REVENUES FOR FISCAL YEAR 2023 - \$32,105,595

- Real/Non-Property Tax Items
- State Aid
- Departmental Income
- Inter Govt Service Fees/Revenue
- Use of Money/Property
- Licenses/Permits/Court Fees & Fines
- Transfers
- Fund Balance Appropriation
- Property Taxes

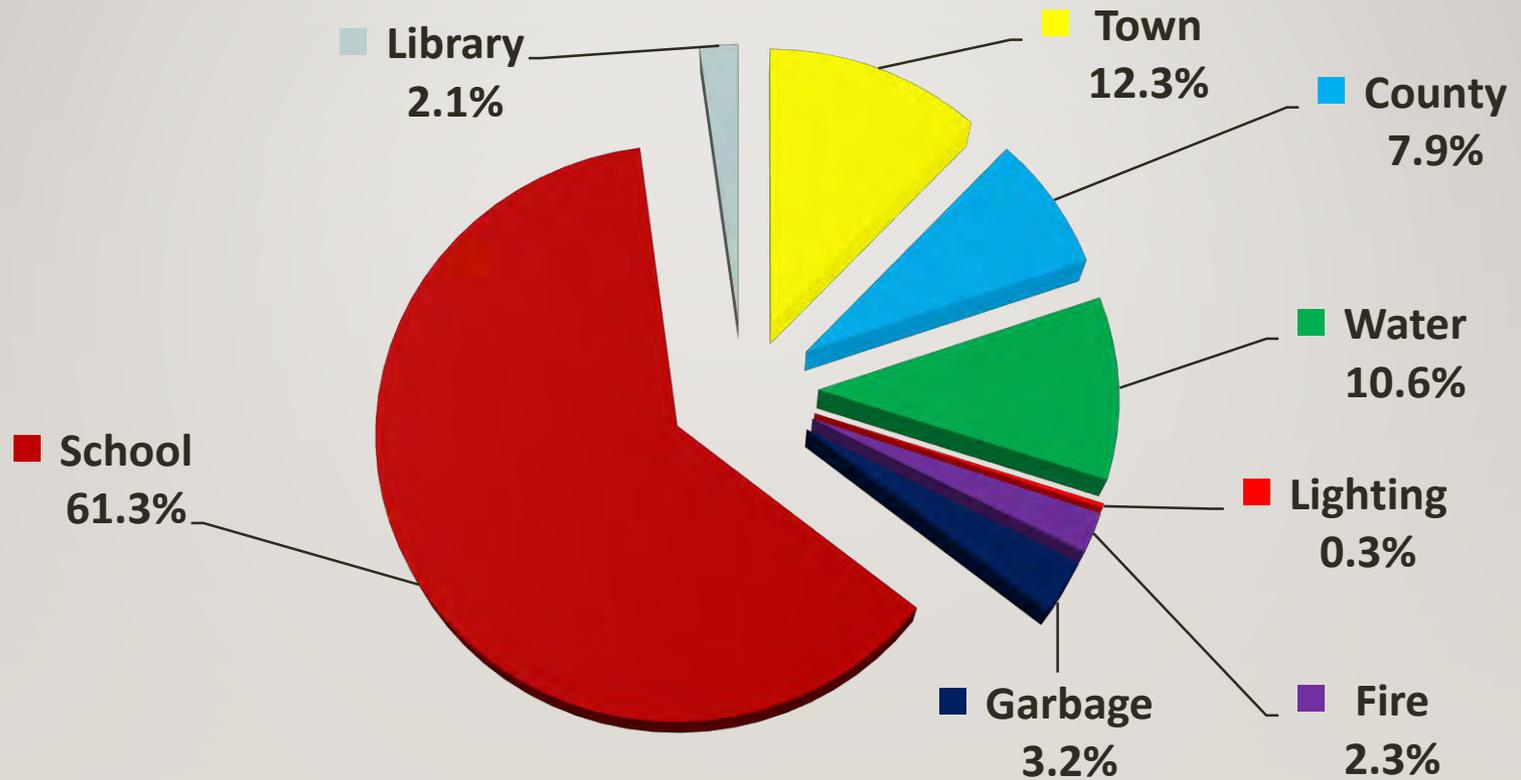


TOWNWIDE BUDGETED EXPENDITURES FOR FISCAL YEAR 2023 - \$32,105,595



TOTAL TAX BILL FOR TAXPAYER IN MAHOPAC CENTRAL SCHOOL DISTRICT

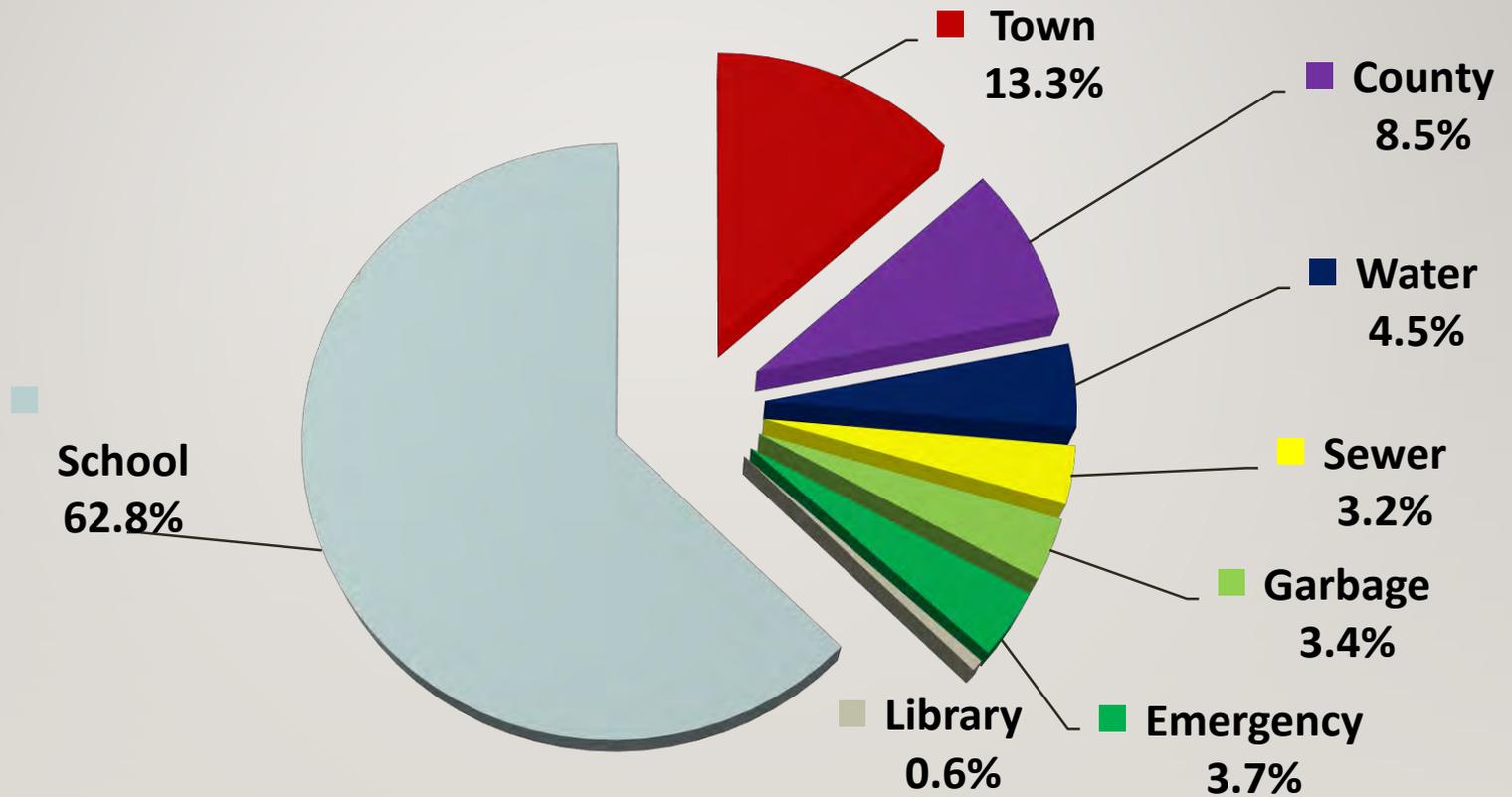
Tax Bill (444,300 Assessed Value)
Total 2021/2022 Taxes – \$13,583



TOTAL TAX BILL FOR TAXPAYER IN CARMEL CENTRAL SCHOOL DISTRICT

Tax Bill (358,200 Assessed Value)

Total 2021/2022 Taxes – \$12,675



QUESTIONS/ANSWERS

- If anyone has any questions or concerns regarding the 2023 Tentative Budget please feel free to stop by the Comptroller's Office or call at (845) 628-1500 ext 175.

Mary Ann Maxwell

Town Comptroller

Town of Carmel

RESOLUTION #1

RESOLUTION AUTHORIZING ATTENDANCE AT SEMINAR

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Building & Codes Enforcer, Michael Carnazza to attend the Tri-County NYSBOC Conference, in Kingston, NY from November 15 through November 18, 2022; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____

RESOLUTION #2

RESOLUTION AUTHORIZING ATTENDANCE AT SEMINAR

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Building & Codes Enforcer, Michael Carnazza and Town of Carmel Assistant Building Inspector, Edward Spadaro to attend the NYSERDA Clean Energy Code Enforcement Training, Newburgh, NY on November 3, 2022; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____

RESOLUTION #3

RESOLUTION ACCEPTING PROPOSAL FOR ENGINEERING DESIGN SERVICES CARMEL SEWER DISTRICT NUMBER 5

WHEREAS, the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District Number 5, is under a regulatory mandate from the New York State Department of Environmental Conservation to provide a facilities report, engineering design and complete the physical construction of improvements and upgrades to the Carmel Sewer District 5 Wastewater Treatment Plant;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Town Engineer Richard J. Franzetti, P.E. and acting as Commissioners of Carmel Sewer District #5, hereby accepts the proposal of J. Robert Folchetti & Associates, LLC, Brewster, NY to provide design and construction administration services for the upgrade and improvements required for the Carmel Sewer District #5 Wastewater Treatment Plant in accordance with the proposal dated January 24, 2022 on file in the office of the Town Supervisor, as set forth in tasks numbered 2.2 through 2.5 contained therein and at the costs set forth in said proposal; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to execute any and all documentation reasonably necessary to effectuate the authorized hereunder; and

BE IT FURTHER RESOLVED that Town Comptroller MaryAnn Maxwell is hereby authorized to make any and all necessary budget modifications required in connection with this authorization

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____

RESOLUTION #4

RESOLUTION APPROVING APPLICATIONS FOR TUITION REIMBURSEMENT TOWN OF CARMEL POLICE DEPARTMENT

RESOLVED that the Town Board of the Town of Carmel, in accordance with the terms of the current collective bargaining agreement with the Town of Carmel Police Benevolent Association, hereby approves the applications for tuition reimbursement of the following Officers:

P.O. Michelle Yeager	Bachelor's Degree from SUNY Plattsburgh
Sgt. Sandy Crecco	Bachelor's Degree from SUNY Empire
Police Chief Anthony Hoffmann	Bachelor's Degree from Iona College

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____

RESOLUTION #5

RESOLUTION ACKNOWLEDGING EMERGENCY REPAIRS/SERVICES FOR BOILER REPLACEMENT – RECREATION BUILDING AT SYCAMORE PARK

RESOLVED, the Town Board of the Town of Carmel, hereby acknowledges the emergency purchase and installation for the replacement of boiler in the Recreation Building at Sycamore Park as fully detailed in the memorandum of Director of Recreation and Parks, James R. Gilchrist, to the Town Board dated September 13, 2022, as attached hereto and made a part thereof.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

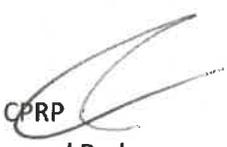
TELEPHONE: (845) 628-7888 FAX: (845) 628-2820

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: September 13, 2022

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Boiler Replacement Request for Recreation Building at Sycamore Park

The boiler located in the recreation building at Sycamore Park was replaced. I have attached three price quotes from the following vendors Bell Mechanical, LLC (\$12,477.00), Bottini Fuel (\$12,750.00) and Goodrow Fuel Oil Inc. (\$13,521.00). This has been submitted as an emergency purchase; a copy of the Emergency Justification Form is attached.

A Weil McLain Boiler was purchased and installed by Bell Mechanical, LLC.. I have attached the signed contract, and the Purchase Order in the amount of \$12,477.00, which includes equipment, installation and removal of the old unit.

This is a purchase that requires a Resolution. Please add this to the September 21, 2022 Town Board Work Session agenda and contact me with any questions.

/ns

Attachments

TOWN OF CARMEL

60 MCALPIN AVE
MAHOPAC, NY 10541

PO Number : 31808
Date : 09/01/2022
Page: 1 of 1

Purchase Order

Vendor : 0000000487
BELL MECHANICAL
PO BOX 242
MAHOPAC, NY 10541

Ship To:
TOWN OF CARMEL
RECREATION DEPT.
790 LONG POND ROAD
MAHOPAC, NY 10541
Phone # (845) 628-7888

Bill To:
TOWN OF CARMEL
RECREATION DEPT.
790 LONG POND ROAD
MAHOPAC, NY 10541

Description: WEIL MCLAIN BOILER FULL REPLACEMENT AT SYCAMORE PARK MAIN BUILDING

Qty.	Unit	Description	Unit Price	Amount
		RECREATION BUILDING WEIL MCLAIN WGO-4 BOILER, COILS, NEW CIRCULATORS AND TRIM KIT 100.7020.0045 (GENERAL FUND.REC.ADMIN.REC BLDG.SPECIAL REPAIRS)		12,477.00
Total:				\$12,477.00

Ordered By: RECCLERK Req. Date: 09/01/2022 Req. No: 28078 Approved By/Date:

Authorized Official _____

Date _____

Handwritten signature:
Sent
VCF
9/9/22

EXHIBIT "B"

**Emergency Justification Form
Town of Carmel Procurement Policy**

Procurement Policy, Section VI: Emergency Procurement

Subdivision (4) of General Municipal Law §103 sets forth an exception to purchasing and bidding requirements for emergency situations

Department:

Recreation

Vendor names:

Goodrow, BELL, Bottini

Nature of emergency:

Boiler @ main Bldg @ Sycamore

Estimated cost:

\$12,500.00

There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

- The situation arose out of an accident or unforeseen occurrence or condition.
- Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- The situation required immediate action, which could not await competitive bidding.
- The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.

Other (provide explanation):

Purchasing Agent's signature for approval:



Department Head's signature for approval:



Spano, Carmela

From: HVAC Proposals <communication@hvacbizpro.com>
Sent: Saturday, August 27, 2022 11:17 AM
To: Spano, Carmela
Subject: Bell Mechanical proposal for CARMELLA SPANO

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[CLICK HERE TO VIEW PROPOSAL](#)

Here's the proposal you requested.

Thanks for considering us for your project, we promise to provide you with the highest level of customer service. Please review and let us know if you have any questions.



Thank You,

Bell Mechanical, LLC

200 Route, Mahopac, NY 10541

Tel: (845) 628-2580

www.bellhvac.com

2487

9/1/22
Einfused



200 Rt 6 Mahopac, NY 10541
845-600-8004
www.bellmech.com



Proposed by: John Irwin
(O) 845-628-2580 (C) 914-494-0564

john@bellhvac.com

Proposed for: CARMELLA SPANO

590 LONG POND RD
MAHOPAC, NY 10541
845-628-7888

cs@ci.carmel.ny.us

WEIL MCLAIN CUT AND SLIDE

Your investment

\$211/MO*

\$10,574

***WITH APPROVED CREDIT**

Net Investment

\$10,574

Financing Details:

Min. 2% payment 5.99% APR Payment based on 57.96 months

Quietside Weil Mclain wgo-4 boiler

Weil Mclain WGO-4 oil boiler with circulator and without tankless coil

Weil McLain cut and slide with new trim kit

WEIL MCLAIN FULL REPLACEMENT

Your investment

\$249/MO*

\$12,477

***WITH APPROVED CREDIT**

Net Investment

\$12,477

Financing Details:

Min. 2% payment 5.99% APR Payment based on 57.96 months

Quietside Weil Mclain wgo-4 boiler

Weil Mclain WGO-4 oil boiler with circulator and without tankless coil

Weil McLain full replacement with new circulators and trim kit

Included Services:

- POWER WIRING AND LOW VOLTAGE WIRING RECONNECTION INCLUDED
- REMOVE AND DISPOSE OF EXISTING UNIT AND WORK RELATED DEBRIS
- FURNISH AND INSTALL NEW WATER CONTROL TRIM KIT, EXPANSION TANK#30,FILL VALVE,BACK FLOW AND LOW WATER CUTOFF
- FURNISH AND INSTALL NECESSARY MATERIAL TO RECONNECT EXISTING OIL PIPING WITH NEW FILTER KIT AND ELECTRICAL CONNECTIONS AT NEW BOILER

- PERMIT FEES : \$300 FLAT FEE TO FILE AND WE WILL PASS PERMIT COSTS TO HOMEOWNER ONCE RECEIVED.
- START AND TEST COMPLETED INSTALLATION
- FURNISH AND INSTALL NEW FLUE PIPING FROM THE BOILER TO THE BASE OF THE EXISTING CHIMNEY
- FURNISH AND INSTALL 2 NEW TACO 007 CIRCULATOR

1

Choose Your Payment Option

Credit Card via Stripe

Financing

Check

2

Choose Your Equipment Option

Weil McLain Cut and slide Weil McLain full replacement

3

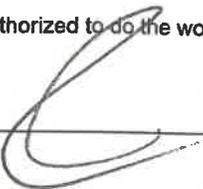
Terms and Conditions

Terms and Conditions Payable as follows: 50% upon acceptance, Balance upon completion

All material and labor is guaranteed for 1 year. Additional warranties from manufacturer. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All major equipment and materials will be considered property of Bell Mechanical Inc. until project is paid in full. Unless otherwise noted, the equipment does not qualify for any energy rebates. All

agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. NOTE: This proposal may be withdrawn by us if not accepted within 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

 _____ Date 9/1/22 Authorized Signature

_____ Date _____ Dealer Authorized Signature

Thank You

Bell Mechanical, LLC.

200 Route, Mahopac, NY 10541

Tel: (845) 628-2580

www.bellmech.com



BOILER REPLACEMENT - SPANO. - CARMEL REC- MCK • Date Created: 08-27-2022

4

Approve Your Proposal

Print your name

James Gilchrist

Draw your signature.



Clear

I accept the terms of this agreement.



SALES EXECUTIVE: Vince Eagan

Account # 902834

THE INSTALLED PRICE FOR THE PROPOSED WORK WOULD BE:

\$12,750.00

PAYMENT TERMS*: 1/2 DOWN UPON SIGNING PROPOSALS AND BALANCE DUE UPON COMPLETION

1. The installed price includes all necessary parts and labor
2. This proposal is contingent on Bottini Credit Department approval
3. Should a building permit be required for this installation, the permit fee will be billed accordingly and in ADDITION to the proposal price
4. This installation comes complete with a full one (1) year warranty on both parts and labor*
5. During the warranty period annual maintenance will be charged labor only, parts are covered under warranty*
 *The warranty coverage is valid provided you are purchasing your fuel from Bottini Fuel on the "Automatic Fuel Delivery Program." If you are not on the "Automatic Fuel Delivery Program" with Bottini Fuel, there is a one (1) year manufacturer's warranty on parts only. Labor will be billed out at the prevailing rate.
 At any time during this warranty period, should your account be terminated, the warranty becomes null and void. Any amount financed, should your account become terminated and/or should you become removed from the "Automatic Fuel Delivery Program," will be due in full
6. **Disclaimer of warranties:** There are no express or implied warranties including without limitation, the implied warranty or merchantability and fitness for a particular purpose, respecting this agreement and the service provided. Seller will not provide warranty service unless authorized by the manufacturing defects. Seller will strive to provide any and all repair work to the satisfaction of Buyer but in no circumstances will Seller be obligated to provide warranty service beyond warranty duties
7. **General:** A) No modification hereof shall be binding upon either party unless modification is in writing and signed by a duly authorized representative of both parties
 B) If any provisions of this agreement is contrary to or prohibited by or deemed invalid under applicable laws or regulations, such provisions shall be deemed omitted, but the remainder of said contract shall not be affected or impaired. Buyer waives all rights and claims against the Seller to the extent that any damages sustained are covered by the Buyer's insurance
8. **Waiver of Subrogation:** Buyer waives any and all rights of subrogation and or recovery against Seller including our offices, members, agents and employees occurring on or arising out of this proposal. The delivery of fuel or any services or repair at your premises to the extent of such loss or damage is covered by proceeds received from casualty, home owners or other insurance carried by the other party. Buyer shall have no right of recovery against the seller, its agents, servants, contractors or employees; and no third party including but not limited to any insurance carrier, shall have any right of recovery (whether based in tort, contract or otherwise) by way of subrogation or assignment or otherwise
9. **Limits of Liability:** We will not be responsible for loss or damage due to or resulting from: changes in oil consumption, your failure to schedule maintenance, acts of God, terrorism, strikes, riots, material or labor shortage, fire, flood, hurricane, power interruption or loss, accidents, governmental act, abuse or misuse of equipment, spontaneous part failure, insufficient water, frozen or jelled oil lines, or any other condition beyond our reasonable control, including vacant, unattended or unoccupied house. TO THE MAXIMUM EXTENT PERMITTED BY LAW, we will have no liability for direct or indirect special or consequential damages of any kind. We are not responsible for secondary damages as a result of a delay in rendering service. Any and all actions whether based in contract or tort, whether for personal injury or property damage, and whether brought by Buyer or Buyer's insurance company, must be recommended within one year of the case of action or shall be barred. IN NO ONE EVENT SHALL OUR LIABILITY TO YOU OR OTHERS UNDER THIS AGREEMENT OR OTHERWISE EXCEED \$1,000.00

IF PROPOSAL IS NOT ACCEPTED WITHIN 30 DAYS PRICE IS SUBJECT TO CHANGE

Proposal submitted by: _____ Date: 08/31/22
Vince Eagan

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Bottini Fuel is authorized to do the work specified. Payment will be made as outlined.

Customer Signature: _____ Date: _____



2785 W. Main St.
Wappingers Falls, NY 12590

P: 845.297.5580

F: 845.297.5465

E: info@bottinifuel.com

bottinifuel.com

INSTALLATION PROPOSAL

SALES EXECUTIVE: Vince Eagan

Town of Carmel
790 Long Pond Road
Mahopac NY 10541
Email: mt@ci.carmel.ny.us

Account # 902834

Date: 08/31/22

Phone: (845)628-7888

Re: 790 LONG POND RD SYCAMORE PARK

BOTTINI FUEL PROPOSES TO INSTALL THE FOLLOWING:

1. Remove existing boiler and cart away
2. Install new Peerless cast iron boiler complete with new flame retention burner
3. Install two new Grundfos circulator model# 15-58
4. Install new smoke pipe into existing chimney
5. Install 1 1/4 air scoop
6. Install two 1 1/4 black iron manifolds
7. Install taco switching relay model# SR502
8. Install boiler on durarock with 4-inch solid cement block
9. Pressure boiler
10. Install pressure reducing valve with back flow preventor
11. Install Honeywell manual reset aquastat

Note: reconnect to existing electrical circuit.
If floor isn't safe for any reasons, floor must be restructured by others.
If permits are required additional fees will be applied.

ALL LABOR AND MATERIALS FOR COMPLETE INSTALLATION



GOODROW FUEL OIL INC.



PROPOSAL # 1: _____

P.O. BOX 666
Mt. Kisco N.Y. 10549

Phone 845-628-3107
Fax 914-666-6743

WEIL MCLAIN BOILER, BURNER PROPOSAL

CUSTOMER: Town Carmel Recreation & Parks
ADDRESS: 790 Long Pond Raod
Mahopac NY 10541
EMAIL: JRG@CI.CARMEL.NY.US

DATE: AUGUST 18th 2022
PHONE: 845-628-7888
ACCOUNT: 72045407
ESTIMATOR: MARC E. SCUDER 914-666-4328 ext 130
914-525-1887

BOILER INCLUSIONS:	YES	NO
WEIL MCLAIN P-WGO-5 SERIES 4	X	
HYDRONIC BOILER WITH NEW 7" SMOKE PIPING	X	
2-TACO 0015 IFC HIGH SPED CIRCULATORS	X	
TACO AIR SCOOP 1X1/2"	X	
STEEL EZ HEADER / MANIFOLDS 1 1/4 X 3/4	X	
COMBO BOILER FAST FEED VALVE B911TMS 1/2"	X	
BACKFLOW/PREVENTOR LWCO	X	
1-#60 EXTROL EXP TANK	X	
BALL & CHECK VALVES 3/4	X	
ASST. COPPER PRO PRESS PIPING & FITTINGS	X	
CALEFFI AUTOMATIC AIR VENT IPS CHECK VALVE	X	
TACO MULTI ZONE RELAY	X	

ADDITIONAL EQUIPMENT & NOTES	YES	NO
BECKETT GO-5 OIL BURNER WITH FLEX OIL LINE	X	
NEW OIL FILTER COMPLETE & FIREMATIC VALVE	X	
7" SMOKE PIPING, DRAFT DAMPER, ELBOWS, TEE	X	
7" X 6" INCREASER INTO CHIMNEY FLUE	X	
REMOVAL & DISPONSAL OF OLD BOILER		X
COMPLETE ALL WIRING		X

MUST FILL OUT CAPITAL IMPROVEMENT FORM X
PERMITS MUST BE FILED BILLED SEPARATELY X
(2) YEARS FREE PLATINUM SERVICE PLAN X

THIS OFFER EXPIRES SEPTEMBER 30th 2022 X
(20) YEAR LIMITED WARRANTY HEAT EXCHANGER TRANSFERABLE X

TOTAL FEES: \$13,521.00

SIGNED: *Marc E. Scuder*

Please note: Goodrow Fuel is owned by Almeida Oil/Halstead Quinn
The above quote includes breaking all electrical and plumbing connections at the closest or most convenient locations, reusing all existing thermostats and switching relays. Any of this equipment found to be faulty will be replaced or repaired at additional cost at prevailing rates.
All material is warranted to be as specified. Any alteration or deviation from above specifications involving extra costs found during or after installations will be come an extra charge over and above this estimate. Halstead Quinn is not responsible for any pre-existing faulty piping water or steam leak(s), oil lines, poor draft, or electrical wiring etc. which may hinder the proper performance of the equipment being installed.
Halstead Quinn is not responsible for consequential damage caused by failure or delay in performing services herein contained. Halstead Quinn is not responsible for delays beyond its control. Homeowner to carry homeowners insurance (fire, etc.).
Customer agrees to participate in Halstead Quinn's automatic delivery program for 1 year from date of contract. If customer cancels automatic delivery prior to 1 year period, customer agrees to pay \$350.00 early termination fee or pro-rata portion thereof.
Finance charges of 1.5% per month will be assessed for any balances considered late by the terms of this contract. Customer shall pay any collection fees and attorneys necessary to secure late payments.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted as stated in:

Halstead Quinn is authorized to do the work as selected above. Payment will be made as follows: **50% DEPOSIT IS REQUIRED OF \$6,760.00**
FINAL PAYMENT DUE AFTER BILLED OUT

Customer signature

Date

Please print name here



Certificate of Capital Improvement

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor. Copies of this certificate must be furnished to all subcontractors on the job and retained as part of their records.

Read this form completely before making any entries.

This certificate may not be used to purchase building materials exempt from tax.

Name of contractor (print or type) Goodrow Fuel Oil Inc.			Name of customer (print or type) Town of Carmel Recreation & Parks		
Address (number and street) 33 Hubbels Drive			Address (number and street) 790 Long Pond Road		
City Marl Kisco	State NY	ZIP code 10549	City Mahopac	State NY	ZIP code 10541
Sales tax Certificate of Authority number (if any)					

To be completed by the customer

Describe capital improvement to be performed:

Replace existing boiler & burner complete. New Weil Mclain Gold W90-S series 4 boiler and Beckoff burner complete.

Project name Carmel Recreation & Parks				
Street address (where the work is to be performed) 790 Long Pond Road		City Mahopac	State NY	ZIP code 10541

I certify that:

- I am the (mark an X in one) owner tenant of the real property identified on this form; and
- the work described above will result in a capital improvement to the real property as outlined in the instructions of this form; and
- this contract (mark an X in one) includes does not include the sale of any items that will not become a permanent part of the real property (for example, a free-standing microwave or washing machine).

I understand that:

- I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor if it is determined that this work does not qualify as a capital improvement; and
- I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) when the property installed by the contractor does not become a permanent part of the real property; and
- I will be subject to civil or criminal penalties (or both) under the Tax Law if I issue a false or fraudulent certificate.

Signature of customer X	Title	Date
----------------------------	-------	------

To be completed by the contractor

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above, and that I accept this form in good faith. (A copy of the written contract, if any, is attached.) I understand that my failure to collect tax as a result of accepting an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest.

Signature of contractor or officer [Signature]	Title Service & Sales Mgr	Date 08/18/2022
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This certificate is not valid unless all entries are completed.



Weil-McLain.com

WGO

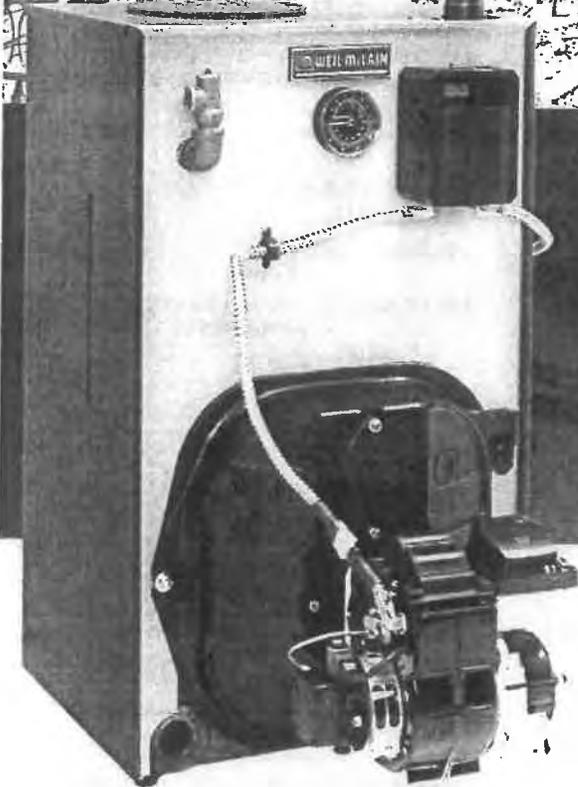
CAST IRON OIL BOILER

Water without Tankless Heater | Oil | 98-357 MBH | 8 sizes
Series 4 | Chimney Vent | Up to 87% AFUE*



**HIGH-EFFICIENCY
CAST IRON BOILER**

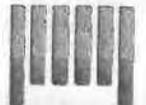
WGO



APPLICATIONS INCLUDE:

- Residential
- Light Commercial
- Multiple Boilers
- Indirect-fired Water Heating
- Radiant Heating

CAST TO LAST



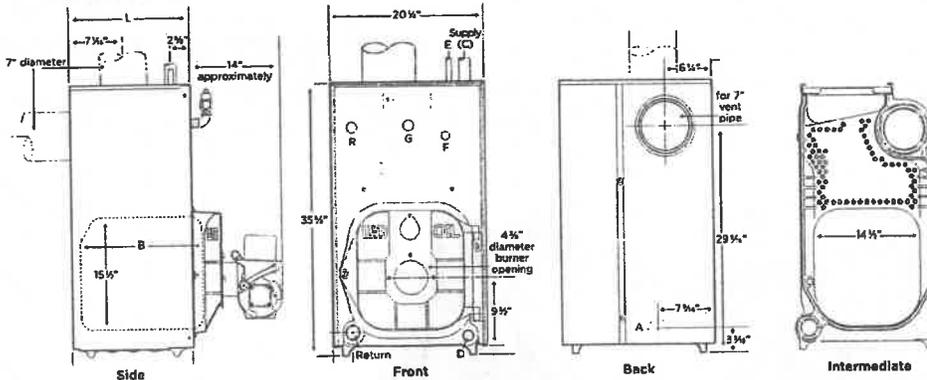
**HEAT EXCHANGER
MADE IN THE USA**

*ENERGY STAR® requires a minimum of 87% AFUE, which is only achieved by reducing the burner rate and installing the specified optional vent damper kit. See Ratings chart on next page.



*Model Dependent

DIMENSIONS



Tapping Location	Size (in.)	Control Tappings
A	1½	Alternative return — semi packaged & knocked down units only
G	¼	Pressure/temperature gauge
D	¾	Drain valve
F	¾	High limit/circulator control
E	½	Piping to expansion tank or automatic air vent
R	¾	Relief valve

Boiler Size	Supply C (in.)		Return (in.)	Dimensions (in.)	
	Packaged with Circulator	Semi-Packaged & Knocked-Down		B	L
WGO-2	1¼ (circulator flange)	1½	1½	10½	13 ¾
WGO-3	1¼ (circulator flange)	1½	1½	13½	16½
WGO-4	1¼ (circulator flange)	1½	1½	13¾	16¾
WGO-5	1¼ (circulator flange)	1½	1½	16¾	20
WGO-6	1¼ (circulator flange)	1½	1½	20	23¾
WGO-7	not applicable	1½	1½	23¾	26¼
WGO-8	not applicable	1½	1½	26¼	29¾
WGO-9	not applicable	1½	1½	29¾	32¼

RATINGS

ENERGY STAR*	Model*	Burner Input Rating		AHRI Certified Ratings			Draft Loss Through Boiler (in. w/c)	Minimum Chimney Size			Approx. Shipping Weight (Lbs.)												
		GPH ¹	MBH ²	Heating Capacity (MBH) ²	Net Ratings (MBH) ^{2a}	AFUE		Rectangular (in.)	Round (in.)	Height (Ft.)													
•	WGO-2	0.70	98	86	75	86.4	.010	8x8	15	760	540												
	WGO-2RD	0.70	98	86	75	87.0	.010				540												
•	WGO-3R	0.80	112	98	85	86.2	.020				8x12	20	1,030	595									
	WGO-3RD	0.80	112	98	85	87.0	.010							595									
•	WGO-4R	1.00	140	122	106	86.2	.010							8x12	20	1,030	645						
	WGO-4RD	1.00	140	123	107	87.0	.010										645						
•	WGO-4D	1.20	168	146	127	86.0	.010										8x12	20	1,030	645			
	WGO-5R	1.20	168	147	128	86.1	.015													760			
•	WGO-5RD	1.20	168	148	129	87.0	.015													8x12	20	1,030	760
	WGO-5D	1.45	203	176	153	86.0	.015																760
•	WGO-6R	1.40	196	171	149	86.1	.015	8x12	20	1,030													860
	WGO-6RD	1.40	196	173	150	87.0	.015																860
•	WGO-6D	1.75	245	213	185	86.0	.015				8x12	20	1,030										860
	WGO-7R	1.60	224	196	170	86.0	.015																930
•	WGO-7RD	1.60	224	197	171	87.0	.015							8x12	20	1,030							930
	WGO-7D	2.00	280	244	212	86.0	.015																930
•	WGO-8	2.30	322	266	231	-	.025										8x12	20	1,030				1,030
	WGO-9	2.55	357	295	257	-	.030																1,135

Boiler order options include

Packaged boiler: Assembled block with jacket, collector hood and controls installed (order burner separately); sizes 2-6.

Semi-packaged boiler: Assembled block with jacket and collector hood installed (order burner and trim separately); sizes 2-6.

Knocked-down boiler: Assembled block, all other components are cartoned and shipped separately; all sizes.

STANDARD EQUIPMENT:

BOILER

- Factory tested and assembled cast iron section assembly (jacket and collector hood are not assembled on 7, 8 and 9 section blocks)
- Insulated steel jacket
- Aluminized steel flue collector hood with flue cap on top outlet (convertible to rear outlet)
- Swing-away burner mounting door
- Refractory blanket and target wall in combustion area
- Circulator (when ordered)
 - Sizes 2-4: Taco 007e
 - Sizes 5-6: Taco 007
- High limit control with circulator relay, LWCO function, and integrated service switch
- Two vent pipe brackets
- Pressure/temperature gauge
- 30 PSIG ASME relief valve (boiler sections tested for 50 PSIG working pressure)
- Drain valve
- Barometric damper
- Built-in air separator

OPTIONAL EQUIPMENT:

- High-efficiency flame-retention oil burner (Beckett AFG, Carlin EZ or Riello). Specify 2-stage fuel unit (optional, Beckett) if required
- Vent damper kit
- Outdoor reset kit - temperature sensor (wired version part #383-500-126, wireless version part #386-701-047)
- Weil-McLain five- and ten-year homeowner protection plan
- Weil-McLain indirect-fired water heaters

LIMITED TRANSFERABLE WARRANTY:

- Residential: 20 Years Heat Exchanger; 2 Years Parts
- Commercial: 10 Years Heat Exchanger; 1 Year Parts

*Boiler model suffixes:

R = Reduced input version—a burner nozzle change may be required, refer to the burner instructions or boiler's rating label for correct selection. No separate/additional damper kit required.

D = High Input version—installation of the separate High Input Vent Damper kit (part # 381800515) is required, also a burner nozzle change may be required, refer to the burner instructions or boiler's rating label for correct selection.

RD = ENERGY STAR 87% AFUE compliant only when installed with the separate ES Vent Damper kit (part numbers 381800501 through 381800506) and at the reduced burner rate.

*No. 2 fuel oil—Commercial Standard Specification CS75-56, Heating value of oil-140,000 BTU/Gal.

*Based on standard test procedures prescribed by the United States Department of Energy.

*MBH refers to thousands of BTU per hour.

*Net AHRI ratings are based on net installed radiation adequate for the requirements of the building, including a piping and pickup allowance of 1.15-sufficient for normal conditions. Provide additional allowance only for unusual piping and pickup loads.



Weil-McLain® Cast Iron Oil Boiler Models WGO, WTGO, and UO

Limited Warranty for Residential Use

Please register your purchase of this Weil-McLain Product at www.weil-mclain.com.
Retain proof of purchase and installation date.

A. What Does This Limited Warranty Cover?

This Limited Warranty for Residential Use covers any defects in material and workmanship in your Weil-McLain Cast Iron Oil Boiler Model WGO, WTGO, or UO (the "Product").

B. How Long Does The Coverage Last?

There are two separate coverage periods under this Limited Warranty: (1) the Heat Exchanger Limited Warranty Period, and (2) the Parts Limited Warranty Period. The Heat Exchanger Limited Warranty Period runs for twenty years from the date your Product was installed. The Parts Limited Warranty Period runs for two years from the date your Product was installed and applies to all parts of your Product except the heat exchanger.

Item	Coverage
Heat Exchanger	20 years
All Other Parts	2 years

C. Who Can Make Claims Under This Limited Warranty?

This Limited Warranty is available to you if you are the original retail purchaser or a subsequent owner and the Product has only been used for personal, family, or household purposes. Weil-McLain defines Products "used for personal, family, or household purposes" as any Products used in (1) any single-family dwelling or (2) a two-family owner-occupied solely residential building where the Product services the owner's residence. Weil-McLain defines Products used in any other manner to be Products "used for business purposes." This Limited Warranty does not provide coverage to you if you use the Product at any time for business purposes. A Product used at any time for business purposes is covered by the Limited Warranty for Commercial Use for the Weil-McLain Cast Iron Oil Boiler Models WGO, WTGO, and UO.

D. What Will Weil-McLain Do To Correct Problems?

If Weil-McLain determines during the first five years of the Heat Exchanger Limited Warranty Period that the heat exchanger is defective in material or workmanship, then Weil-McLain will provide a replacement boiler (exclusive of any burner used in connection with the boiler). If Weil-McLain determines during the sixth through twentieth year of the Heat Exchanger Limited Warranty Period that the heat exchanger is defective in material or workmanship, then Weil-McLain will provide a replacement heat exchanger. If Weil-McLain determines during the Parts Limited Warranty Period that any part other than the heat exchanger is defective in material or workmanship, then Weil-McLain will provide a replacement part.

Weil-McLain will provide replacement boilers, heat exchangers, and other parts free of charge. Weil-McLain will furnish replacement boilers and heat exchangers from the closest comparable boiler model available from Weil-McLain at the time of the replacement.

If Weil-McLain provides a replacement boiler for a defective heat exchanger, then the heat exchanger and all other parts in the replacement boiler will be covered under this Limited Warranty for the time remaining, if any, in the original Limited Warranty Period applicable to the like item in the original boiler. If Weil-McLain provides a replacement heat exchanger, then that replacement heat exchanger will be covered under this Limited Warranty for the time remaining in the original Heat Exchanger Limited Warranty Period. If Weil-McLain provides a replacement for any part other than the heat exchanger, then that replacement part will be covered under this Limited Warranty for the time remaining in the original Parts Limited Warranty Period.

E. What Will Weil-McLain Not Do To Correct Problems?

Weil-McLain will not pay for the labor to remove any boiler, heat exchanger, or other part that is the subject of your warranty claim or to install replacements provided under this Limited Warranty. Additionally, Weil-McLain will not pay for the cost of any tools, repair materials, or travel necessary to perform the removal or installation.

Weil-McLain® Cast Iron Oil Boiler

Models WGO, WTGO, and UO

Limited Warranty for Residential Use

F. What Is Not Covered Under This Limited Warranty?

This Limited Warranty does not cover any Product that has been moved from its original installation site; any components that are not supplied by Weil-McLain; and any burner supplied by Weil-McLain. (Burners supplied by Weil-McLain are covered by a separate manufacturer's warranty.) Additionally, this Limited Warranty does not cover claims you make if the failure, malfunction, or unsatisfactory performance of, or damage to, your Product resulted from or is attributable to:

- (1) Inaccurate or incomplete information or data supplied or approved by any party other than Weil-McLain;
- (2) The failure to properly size the Product for its use;
- (3) Installation not done in accordance with manufacturer's instructions;
- (4) Services provided by and workmanship of the installer of the Product;
- (5) Components that are not supplied by Weil-McLain;
- (6) Improper or negligent operation, adjustment, control settings, repair, care, or maintenance of the Products, or the failure to adjust, set the controls of, repair, care for, or maintain the Products;
- (7) Operation with combustion air contaminated by chemical vapors, with improper fuel additives, or with water conditions that have caused deterioration or unusual deposits in the heat exchanger;
- (8) Freezing, accident, fire, flood, or other acts of God; abuse or misuse; unauthorized alteration; or power surges or failures; and
- (9) Normal wear and tear.

WEIL-McLAIN'S MAXIMUM LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY YOU FOR YOUR PRODUCT. IN NO EVENT SHALL WEIL-McLAIN BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION DAMAGE TO OR LOSS OF OTHER PROPERTY), OR PUNITIVE DAMAGES, WHETHER SUCH CLAIM OR ACTION IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ALL IMPLIED WARRANTIES ARE LIMITED IN THEIR DURATION TO THE APPLICABLE WARRANTY PERIOD STATED ABOVE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED IN THEIR ENTIRETY AFTER EXPIRATION OF THEIR APPLICABLE WARRANTY PERIOD SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

G. How Do You Make A Warranty Claim?

If you believe you have a claim under this Limited Warranty, please contact a heating or plumbing contractor of your choice. Your contractor will perform a diagnosis and advise you as to whether you may have a claim covered by this Limited Warranty. If your contractor advises you that you may have a claim covered by this Limited Warranty, then the contractor will file the claim with Weil-McLain on your behalf. You must make all parts that are subject to a warranty claim available to your contractor for return to Weil-McLain. If you have questions about this process or the status of your claim, you may contact the Weil-McLain Warranty Center, 523 S New Street, Eden, NC, 27288, or call 1-800-654-2109, Option 3, or email wm.w@weil-mclain.com. In addition to the information provided here, you can find complete warranty details and procedures at www.weil-mclain.com.

H. How Can You Register Your Purchase?

Please register your purchase at www.weil-mclain.com. Registration is not required to activate your warranty, but you should retain proof of purchase and installation date.

I. How Does State Law Relate To This Limited Warranty?

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

* * *

If you have any questions about your coverage under this Limited Warranty, please contact Weil-McLain using the contact information provided above. To learn how to properly care for and maintain your Product, please review the printed information provided with your Product. You can also obtain this information at www.weil-mclain.com.

Spano,Carmela

From: Gilchrist, Jim
Sent: Friday, August 19, 2022 3:07 PM
To: Spano,Carmela
Subject: FW: boiler proposal
Attachments: TOWN OF CARMEL REC AND PARKS PROPOSAL.pdf

Please get 2 other quotes. Maybe Bell and the company that supplies our heating oil.

From: Marc Scuder [<mailto:marc@hqpetroleum.com>]
Sent: Friday, August 19, 2022 2:44 PM
To: Gilchrist, Jim
Subject: Re: boiler proposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sorry I forgot to attach!

On Fri, Aug 19, 2022 at 2:43 PM Marc Scuder <marc@hqpetroleum.com> wrote:

Hello and good afternoon Mr Gilchrist

As discussed, from my visit this past Wednesday. Here is my proposal for your boiler replacement. Please note that the proposal covers all our work and material. It does not cover permits, which will be billed separately. Of course if we move forward. If you have any questions or concerns please do not hesitate to contact me. If all is in order, and you wish to move forward. Please sign both forms and email back to me. Once received I will start the process and file the permit.

Best regards
Marc E. Scuder
914-666-4328 EXT 130
914-525-1887

RESOLUTION #6

RESOLUTION SCHEDULING CONTINUED PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the continuation of a Public Hearing on a proposed Local Law which is proposing multiple amendments to Chapter 156 the Code of the Town of Carmel, entitled "Zoning" and

BE IT FURTHER RESOLVED that such continued public hearing shall be conducted at Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday October 19, 2022 at 7:00 p.m. or as soon thereafter that evening as possible

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

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #7

RESOLUTION SCHEDULING CONTINUED PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the continuation of a Public Hearing pursuant to New York Town Law §272-A and §272-A(6) on the Draft Comprehensive Plan being currently proposed in and for the Town of Carmel; and

BE IT FURTHER RESOLVED that such continued public hearing shall be conducted at Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday October 19, 2022 at 7:00 p.m. or as soon thereafter that evening as possible

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

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #8

RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of Town of Carmel Water District #2, hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday November 2, 2022 at 7:00 p.m. or as soon thereafter that evening as possible, pursuant to New York Eminent Domain Procedure Law Article 2, §202; and

BE IT FURTHER RESOLVED, that the purpose of said public hearing shall be the discussion and consideration of the acquisition by Carmel Water District #2, pursuant NY Eminent Domain Procedure Law, the real property and improvements located at 1760 Route Six in the Town of Carmel, also known and designated as Town of Carmel Tax Map No. 55.6 Block 1 Lot 31 for the design, placement and construction of a new water treatment plant facility for Carmel Water District #2, and whether such proposed acquisition is in furtherance of the public purposes of providing and constructing a new water treatment plant facility for Carmel Water District #2 and the residents and users located within such district; 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 daily newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

RESOLUTION #9

**AMENDED RESOLUTION AUTHORIZING EXTENSION OF
CONTRACT CARMEL WATER AND SEWER DISTRICT OPERATIONS AND
MAINTENANCE**

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of the various water districts of the Town of Carmel, has previously entered into a contract with Inframark, LLC for the operation and maintenance of Carmel Sewer Districts #1, #2, #3, #4, #5, #6, #7, #8 and Carmel Water Districts #2, #3 and #12 dated March 5, 2018;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of the aforementioned sewer and water districts hereby authorizes the extension of the referenced contract for a period of five (5) years commencing January 1, 2023 through and including December 31, 2027, said addendum/extension as filed in the office of the Town Supervisor; and

BE IT FURTHER RESOLVED, that Town Supervisor Michael Cazzari is hereby authorized to sign the aforesaid contract amendment.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	_____	_____
Frank Lombardi	_____	_____
Suzanne McDonough	_____	_____
Robert Schanil	_____	_____
Michael Cazzari	_____	_____