

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/WORK SESSION
Wednesday, December 7, 2022 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Roll Call Attendance**
- **Public Comments on Town Related Business (Five (5) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**

PUBLIC HEARING: To Hear Objections to Assessment Rolls for the Operation and Maintenance of the Improvements of the Garbage, Sewer and Water Districts for Fiscal Year 2023

- **Motion to Close Public Hearing**

Town Board Voting Meeting:

- **Accept Town Board Minutes October 19 and November 2, 2022**
 1. Res: Authorizing Budget Revisions #2022/05
 2. Res: Accepting Proposal for Recording of Meetings for Town of Carmel RFP# S2022-01
 3. Res: Authorizing Vehicle Equipment Installation – Town of Carmel Police Department
 4. Res: Authorize Exercise of Option to Extend Contract Carmel Garbage District Contract C-282 Collection of Refuse, Garbage, Recyclable Material and Bulk Collection

- **Town Board Comments/Announcements**
- **Motion to Adjourn Voting Meeting**
- **Motion to Open Work Session**

Town Board Work Session:

- **Review of Town Board Minutes November 9 and 16, 2022**
 1. Michael Simone, Highway Superintendent – Consider Request to Award Bids for Miscellaneous Highway Materials and Supplies
 2. Michael Carnazza, Building & Codes Enforcer – Consider Request to Authorize Return of Permit Fee Perrelli TM#55.14-1-26.323 (\$5,525.88)
 3. Anne Pasquerello, Chief of Staff for Town Comptroller, Mary Ann Maxwell – Consider Request to Accept Proposal for Technology Purchase/Upgrades for Town - Fiscal Year 2022
 4. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Change Order #1 to Contract #C280 – Town Hall Improvements
 5. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Emergency Repair – Sand Filter Boiler Replacement – CSD#2

6. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Proposal for Additional Borings Lake Casse Dam – Phase 3
7. Richard Franzetti, PE, Town Engineer – Consider Request to Renew Agreement - Planning Consultant Services

- **Motion to Move into Executive Session**

Executive Session:

1. Glenn Droese – Litigation Update
2. Supervisor Cazzari – Maintenance Contractual/Litigation Update
3. Gregory Folchetti, Town Legal Counsel – Litigation Update

- **Motion to Adjourn**

Public Hearing #1



Ann Spofford
Town Clerk
Town of Carmel
ams@ci.carmel.ny.us

Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

Telephone: 845.628.1500
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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel, pursuant to Town Law Section 202-a will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York on Wednesday, December 7, 2022 at 7:00 PM or as soon thereafter that evening as possible for the following purpose:

To consider the 2023 Tentative Assessment Rolls of
Carmel Sewer Districts #1, #2, #3, #4, #5, #6, #7, #8
and extensions thereto
as well as
Carmel Water Districts #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #12, #13, #14
and extensions thereto
as well as the
Town of Carmel Garbage District

BE IT FURTHER NOTICED, that the 2023 Tentative Assessment Rolls may be inspected at the Town Hall, 60 McAlpin Avenue, Mahopac, New York during normal business hours.

At said Public Hearing, all interested persons shall be heard on the subject thereof. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

By Order of the Town Board
of the Town of Carmel
Ann Spofford, Town Clerk

RESOLUTION #1

RESOLUTION AUTHORIZING BUDGET REVISIONS #2022/05

WHEREAS the Town Comptroller MaryAnn Maxwell has reviewed the proposed Budget Revisions for the period ending October 31, 2022, with the Town Board which are detailed and explained on the attached Budget Revisions Schedule #2022/05; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Final Budget Modifications/Revisions for the period ending October 31, 2022 as shown itemized on schedule #2022/05 which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

| Roll Call Vote | YES | NO |
|--------------------|-----|-----|
| Stephen Baranowski | ___ | ___ |
| Frank Lombardi | ___ | ___ |
| Suzanne McDonough | ___ | ___ |
| Robert Schanil | ___ | ___ |
| Michael Cazzari | ___ | ___ |

**TOWN OF CARMEL
BUDGET REVISIONS OCTOBER 2022 #2022/05**

| BUDGET REVISION NUMBER | ACCOUNT | ACCOUNT TITLE & TRANSFER DESCRIPTION | INCREASE USES & SOURCES OF FUNDS | DECREASE USES & SOURCES OF FUNDS |
|------------------------|----------------------|--|----------------------------------|----------------------------------|
| GENERAL FUND | | | | |
| 1 | 100.1110.0019 | JUSTICE COURT OTHER COMPENSATION | 2,656.00 | |
| | 100.7020.0019 | RECREATION OTHER COMPENSATION | 2,416.00 | |
| | 100.1989.9877 | FUND BALANCE FOR COMPENSATED ABSENCES | * | 5,072.00 |
| | | - PROVIDE FOR PAYOUT OF ACCRUED VACATION TIME | | |
| 2 | 100.1410.0019 | TOWN CLERK OTHER COMPENSATION | 23,401.00 | |
| | 100.1989.9877 | FUND BALANCE FOR COMPENSATED ABSENCES | * | 23,401.00 |
| | | - PROVIDE FOR PAYOUT OF ACCRUED TIME PER RESOLUTION | | |
| 3 | 100.3123.0012 | COMMUNITY POLICE OVERTIME | 10,500.00 | |
| | 100.1989.1523 | POLICE TRAFFIC CONTROL REVENUE | * | 10,500.00 |
| | | -PROVIDE FOR POLICE OVERTIME FROM TRAFFIC CONTROL REVENUE RECEIVED | | |
| 4 | 100.7310.0013 | YOUTH PROGRAM TEMPORARY STAFF | 15,000.00 | |
| | 100.7310.0040 | YOUTH CONTRACTUAL EXPENSES | 15,000.00 | |
| | 100.7310.0045 | YOUTH SELF SUSTAINING PROGRAM | 25,000.00 | |
| | 100.1989.2050 | PARK SELF SUSTAINING FEES | * | 55,000.00 |
| | | - PROVIDE FOR YOUTH PROGRAM EXPENSES | | |
| 5 | 100.1010.0046 | TOWN BOARD CONSULTING SERVICES | 1,625.00 | |
| | 100.1990.0040 | CONTINGENT ACCOUNT | | 1,625.00 |
| | | - TRANSFER FOR LAKE CASSE AND KIRK LAKE CATCH BASIN SAMPLING | | |
| 6 | 100.8510.0040 | PARK/BEAUTIFICATION EXPENSE | 3,400.00 | |
| | 100.1990.0040 | CONTINGENT ACCOUNT | | 3,400.00 |
| | | - TRANSFER FOR LANDSCAPE MAINTENANCE IN DOWNTOWN MAHOPAC | | |
| 7 | 100.1950.0040 | TAXES & ASSESSMENTS | 4,750.00 | |
| | 100.1990.0040 | CONTINGENT ACCOUNT | | 4,750.00 |
| | | - TRANSFER FOR PROPERTY APPRAISALS | | |
| 8 | 100.1220.0080 | SUPERVISOR EMPLOYEE BENEFITS | 1,000.00 | |
| | 100.1610.0080 | CENTRAL SERVICES EMPLOYEE BENEFITS | 2,000.00 | |
| | 100.1010.0080 | TOWN BOARD EMPLOYEE BENEFITS | | 1,000.00 |
| | 100.1610.0086 | RETIREE HEALTH INSURANCE | | 2,000.00 |
| | | -TRANSFER FOR EMPLOYEE BENEFITS | | |
| 9 | 100.1010.0040 | TOWN BOARD CONTRACTUAL EXPENSES | 300.00 | |
| | 100.1330.0044 | TAX RECEIVER TECHNICAL SERVICE | 1,800.00 | |
| | 100.1340.0040 | BUDGET CONTRACTUAL EXPENSE | 250.00 | |
| | 100.1440.0040 | ENGINEERING OFFICE EXPENSES | 1,200.00 | |
| | 100.1620.0042 | BUILDING UTILITIES EXPENSE | 10,000.00 | |
| | 100.1620.0044 | BUILDING MAINTENANCE CONTRACT | 1,600.00 | |
| | 100.1620.0046 | BUILDING CLEANING SUPPLIES | 2,550.00 | |
| | 100.1620.0047 | BUILDING REFUSE DISPOSAL | 450.00 | |
| | 100.1670.0045 | CENTRAL ADVERTISING EXPENSE | 3,000.00 | |
| | 100.1670.0049 | CENTRAL MAIL EXPENSE | 2,000.00 | |
| | 100.3620.0040 | BUILDING DEPARTMENT OFFICE EXPENSES | 1,250.00 | |
| | 100.1320.0040 | AUDIT - CONTRACTUAL EXPENSES | | 3,000.00 |
| | 100.1330.0080 | TAX RECEIVER EMPLOYEE BENEFITS | | 1,800.00 |
| | 100.1620.0013 | BUILDING TEMPORARY STAFF | | 3,000.00 |
| | 100.1680.0042 | INFORMATION TECH WEBSITE EXPENSE | | 15,000.00 |
| | 100.7110.0045 | PARK MAINTENANCE CONTRACT | | 1,600.00 |
| | | - TRANSFER FOR BUILDING UTILITIES AND MISCELLANEOUS EXPENSES | | |
| 10 | 100.3120.0012 | POLICE STAFF OVERTIME | 160,000.00 | |
| | 100.3120.0015 | POLICE EDUCATION STIPENDS | 1,900.00 | |
| | 100.3120.0020 | POLICE UNIFORMS | 19,000.00 | |
| | 100.3120.0040 | POLICE CONTRACTUAL EXPENSES | 3,000.00 | |
| | 100.3120.0041 | POLICE MOTOR VEHICLE FUEL | 60,000.00 | |
| | 100.3121.0012 | LAKE PATROL OVERTIME | 1,100.00 | |
| | 100.3120.0011 | POLICE PERSONNEL SERVICES - UNIFORM | | 60,000.00 |
| | 100.3120.0013 | POLICE TEMPORARY STAFF | | 1,900.00 |
| | 100.3120.0080 | POLICE NON UNIFORM RETIREE | | 13,000.00 |
| | 100.3120.0081 | POLICE RETIREMENT | | 19,000.00 |
| | 100.3120.0084 | POLICE HEALTH INSURANCE | | 50,000.00 |
| | 100.3120.0086 | RETIREEES HEALTH INSURANCE | | 100,000.00 |
| | 100.3121.0040 | LAKE PATROL CONTRACTUAL EXPENSES | | 1,100.00 |
| | | - TRANSFER FOR MISCELLANEOUS POLICE EXPENSES | | |

**TOWN OF CARMEL
BUDGET REVISIONS OCTOBER 2022 #2022/05**

| BUDGET REVISION NUMBER | ACCOUNT | ACCOUNT TITLE & TRANSFER DESCRIPTION | INCREASE USES & SOURCES OF FUNDS | DECREASE USES & SOURCES OF FUNDS |
|------------------------|---------------|--|----------------------------------|----------------------------------|
| 11 | 100.3620.0012 | CODE ENFORCEMENT STAFF OVERTIME | 4,000.00 | |
| | 100.3620.0086 | RETIREEES HEALTH INSURANCE | | 4,000.00 |
| | | - TRANSFER FOR OVERTIME EXPENSE | | |
| 12 | 100.1640.0020 | CENTRAL GARAGE EQUIPMENT | 2,000.00 | |
| | 100.3310.0012 | SIGN CONTROL OVERTIME | 1,000.00 | |
| | 100.3310.0020 | TRAFFIC CONTROL SIGNS EQUIPMENT | 2,500.00 | |
| | 100.5010.0012 | HIGHWAY ADMIN STAFF OVERTIME | 500.00 | |
| | 100.5010.0040 | HIGHWAY ADMIN OFFICE EXPENSES | 2,000.00 | |
| | 100.5010.0086 | RETIREEE HEALTH INSURANCE | 1,300.00 | |
| | 100.5132.0040 | HIGHWAY GARAGE CONTRACTUAL EXPENSES | 8,000.00 | |
| | 100.3310.0045 | SIGN STREET LINES | | 3,500.00 |
| | 100.5010.0013 | HIGHWAY ADMIN TEMPORARY STAFF | | 2,500.00 |
| | 100.5010.0047 | HIGHWAY ADMIN TRAINING EXPENSES | | 1,300.00 |
| | 100.5010.0080 | HIGHWAY ADMIN EMPLOYEE BENEFITS | | 10,000.00 |
| | | - TRANSFER FOR HIGHWAY EXPENSES IN THE GENERAL FUND | | |
| 13 | 100.7020.0012 | RECREATION ADMIN STAFF OVERTIME | 5,000.00 | |
| | 100.7020.0014 | RECREATION ADMIN STAFF LONGEVITY | 1,900.00 | |
| | 100.7020.0040 | RECREATION ADMIN CONTRACTUAL EXPENSES | 2,300.00 | |
| | 100.7020.0042 | RECREATION UTILITIES | 8,000.00 | |
| | 100.7020.0048 | RECREATION PUBLICATIONS | 100.00 | |
| | 100.7110.0012 | PARK STAFF OVERTIME | 2,000.00 | |
| | 100.7110.0014 | PARK STAFF LONGEVITY | 2,100.00 | |
| | 100.7110.0040 | PARK CONTRACTUAL EXPENSES | 23,000.00 | |
| | 100.7115.0040 | AIRPORT PARK CONTRACTUAL EXPENSES | 9,000.00 | |
| | 100.7119.0040 | DOG PARK CONTRACTUAL EXPENSES | 1,000.00 | |
| | 100.7140.0013 | PLAYGROUND TEMPORARY STAFF | 10,500.00 | |
| | 100.7180.0080 | BEACH EMPLOYEE BENEFITS | 100.00 | |
| | 100.7020.0013 | RECREATION ADMIN TEMPORARY STAFF | | 10,500.00 |
| | 100.7020.0041 | RECREATION ADMIN VEHICLE FUELS | | 300.00 |
| | 100.7020.0047 | RECREATION STAFF TRAINING | | 100.00 |
| | 100.7020.0086 | RETIREEE HEALTH INSURANCE | | 2,900.00 |
| | 100.7110.0046 | PARK FACILITY LEASES | | 16,500.00 |
| | 100.7111.0020 | PARK MAINTENANCE EQUIPMENT | | 1,000.00 |
| | 100.7112.0045 | MCDONOUGH FIELDS PARK IMPROVEMENTS | | 11,100.00 |
| | 100.7113.0020 | CHAMBER PARK IMPROVEMENTS | | 1,000.00 |
| | 100.7115.0020 | AIRPORT PARK EQUIPMENT | | 2,000.00 |
| | 100.7180.0013 | BEACH TEMPORARY STAFF | | 8,500.00 |
| | 100.7180.0022 | MAHOPAC LAKEFRONT | | 2,000.00 |
| | 100.7180.0040 | BEACH CONTRACTUAL EXPENSES | | 100.00 |
| | 100.7270.0040 | CONCERT SERIES CONTRACTUAL EXPENSES | | 9,000.00 |
| | | - TRANSFER FOR MISCELLANEOUS RECREATION EXPENSES | | |
| HIGHWAY FUND | | | | |
| 14 | 500.5148.0040 | SERVICE FOR OTHER GOVERNMENTS/INSURANCE CLAIMS | 1,000.00 | |
| | 500.5010.2681 | INSURANCE RECOVERY - ASSETS | * | 1,000.00 |
| | | - PROVIDE FOR VEHICLE REPAIRS FROM INSURANCE CLAIM | | |
| 15 | 500.5148.0040 | SERVICE FOR OTHER GOVERNMENTS/INSURANCE CLAIMS | 5,866.28 | |
| | 500.5010.2681 | INSURANCE RECOVERY - ASSETS | * | 5,866.28 |
| | | - PROVIDE FOR GUIDERAIL REPAIRS FROM INSURANCE CLAIM | | |
| 16 | 500.5110.0012 | GENERAL REPAIR OVERTIME | 15,000.00 | |
| | 500.5110.0040 | GENERAL REPAIR CONTRACTUAL EXPENSES | 40,000.00 | |
| | 500.5110.0041 | GENERAL REPAIR GAS AND FUEL | 30,000.00 | |
| | 500.5130.0020 | MACHINERY REPAIR TOOLS | 2,000.00 | |
| | 500.5140.0041 | WEEDS AND BRUSH GAS AND FUEL | 3,500.00 | |
| | 500.5110.0013 | GENERAL REPAIR TEMPORARY STAFF | | 3,400.00 |
| | 500.5110.0018 | DIFFERENTIAL COMP LABOR | | 3,000.00 |
| | 500.5130.0016 | CENTRAL GARAGE SERVICES | | 5,000.00 |
| | 500.5130.0021 | HIGHWAY MACHINERY AND EQUIPMENT | | 2,000.00 |
| | 500.5110.0080 | EMPLOYEE RETIREMENT SYSTEM | | 27,100.00 |
| | 500.5110.0083 | WORKERS COMPENSATION INSURANCE | | 50,000.00 |
| | | - TRANSFER FOR MISCELLANEOUS HIGHWAY EXPENSES | | |

**TOWN OF CARMEL
BUDGET REVISIONS OCTOBER 2022 #2022/05**

| BUDGET REVISION NUMBER | ACCOUNT | ACCOUNT TITLE & TRANSFER DESCRIPTION | INCREASE USES & SOURCES OF FUNDS | DECREASE USES & SOURCES OF FUNDS |
|-------------------------------------|---------------|---|----------------------------------|----------------------------------|
| LAKE CASSE PARK DISTRICT | | | | |
| 17 | 401.7140.0013 | LABOR | 7,000.00 | |
| | 401.7140.0042 | UTILITIES | 5,000.00 | |
| | 401.7140.0020 | EQUIPMENT | | 7,000.00 |
| | 401.7140.0054 | CAPITAL EXPENDITURES | | 5,000.00 |
| | | -TRANSFER FOR LABOR AND UTILITIES EXPENSE | | |
| LAKE MAHOPAC PARK DISTRICT | | | | |
| 18 | 402.7110.0048 | OTHER EXPENDITURES | 1,000.00 | |
| | 402.7110.0020 | EQUIPMENT | | 1,000.00 |
| | | - TRANSFER FOR OTHER EXPENDITURES | | |
| TEAKETTLE LAKE PARK DISTRICT | | | | |
| 19 | 403.7140.0041 | LAKE TREATMENTS | 4,000.00 | |
| | 403.7140.0054 | CAPITAL EXPENDITURES | | 4,000.00 |
| | | - TRANSFER FOR ADDITIONAL CUTRINE TREATMENTS | | |
| LAKE SECOR PARK DISTRICT | | | | |
| 20 | 404.7140.0046 | CONTRACTUAL RENTALS | 500.00 | |
| | 404.7140.0020 | EQUIPMENT | | 500.00 |
| | | - TRANSFER FOR UNFORSEEN RENTAL EXPENSE | | |
| CARMEL WATER DISTRICT #2 | | | | |
| 21 | 602.8310.0020 | EQUIPMENT | 4,273.91 | |
| | 602.8310.2681 | INSURANCE RECOVERY - ASSET | * | 4,273.91 |
| | | - PROVIDE FOR EMERGENCY FIRE HYDRANT REPLACEMENT FROM INSURANCE CLAIM | | |
| 22 | 602.8310.0040 | CONTRACTUAL EXPENSES | 35,000.00 | |
| | 602.8310.0041 | CHEMICALS | 25,000.00 | |
| | 602.8310.0042 | UTILITIES | 20,000.00 | |
| | 602.8310.0046 | WATER | 11,300.00 | |
| | 602.8310.0047 | EMERGENCY REPAIRS | 58,000.00 | |
| | 602.8310.0048 | OTHER OPERATING EXPENSES | 1,500.00 | |
| | 602.8310.0044 | ENGINEERING SERVICES | | 6,000.00 |
| | 602.8310.0049 | SERVICES OTHER DEPTS/GOVTS | | 2,900.00 |
| | 602.8310.0020 | EQUIPMENT | | 12,900.00 |
| | 602.8310.0090 | CONTINGENCY | | 60,000.00 |
| | 602.8310.0099 | REPAIR RESERVE | | 19,000.00 |
| | 602.8310.9909 | APPROPRIATED FUND BALANCE | * | 50,000.00 |
| | | - PROVIDE AND TRANSFER FOR EMERGENCY REPAIRS, CHEMICALS, UTILITIES, WATER AND OTHER DISTRICT EXPENSES | | |
| CARMEL WATER DISTRICT #3 | | | | |
| 23 | 603.8310.0020 | EQUIPMENT | 5,815.00 | |
| | 603.8310.2681 | INSURANCE RECOVERY - ASSET | * | 5,815.00 |
| | | - PROVIDE FOR EMERGENCY SPRING ST WELL #3 REPLACEMENT FROM INSURANCE CLAIM | | |
| 24 | 603.8310.0040 | CONTRACTUAL EXPENSES | 3,000.00 | |
| | 603.8310.0042 | UTILITIES | 6,200.00 | |
| | 603.8310.0046 | WATER | 5,100.00 | |
| | 603.8310.0047 | EMERGENCY REPAIRS | 33,200.00 | |
| | 603.8310.0048 | OTHER OPERATING EXPENSES | 2,500.00 | |
| | 603.8310.9909 | APPROPRIATED FUND BALANCE | * | 50,000.00 |
| | | - PROVIDE FOR EMERGENCY REPAIRS, PFOA SAMPLING, AND OTHER DISTRICT EXPENSES | | |
| CARMEL WATER DISTRICT #4 | | | | |
| 25 | 604.8310.0020 | EQUIPMENT | 2,500.00 | |
| | 604.8310.0040 | CONTRACTUAL EXPENSES | 1,050.00 | |
| | 604.8310.0042 | UTILITIES | 4,000.00 | |
| | 604.8310.0048 | OTHER OPERATING EXPENSES | 4,000.00 | |
| | 604.8310.0049 | SERVICES OTHER DEPTS/GOVTS | | 2,100.00 |
| | 604.8310.0086 | RETIREEES HEALTH BENEFIT | | 7,000.00 |
| | 604.8310.0099 | REPAIR RESERVE | | 2,450.00 |
| | | - TRANSFER FOR UTILITIES, PFOA SAMPLING, AND OTHER DISTRICT EXPENSES | | |

**TOWN OF CARMEL
BUDGET REVISIONS OCTOBER 2022 #2022/05**

| BUDGET REVISION NUMBER | ACCOUNT | ACCOUNT TITLE & TRANSFER DESCRIPTION | INCREASE USES & SOURCES OF FUNDS | DECREASE USES & SOURCES OF FUNDS |
|----------------------------------|---------------|---|----------------------------------|----------------------------------|
| CARMEL WATER DISTRICT #5 | | | | |
| 26 | 605.8310.0042 | UTILITIES | 1,500.00 | |
| | 605.8310.0048 | OTHER OPERATING EXPENSES | 3,000.00 | |
| | 605.8310.0020 | EQUIPMENT | | 4,500.00 |
| | | - TRANSFER FOR UTILITIES AND PFOA SAMPLING | | |
| CARMEL WATER DISTRICT #6 | | | | |
| 27 | 606.8310.0042 | UTILITIES | 1,500.00 | |
| | 606.8310.0047 | EMERGENCY REPAIRS | 12,000.00 | |
| | 606.8310.0048 | OTHER OPERATING EXPENSES | 4,000.00 | |
| | 606.8310.0020 | EQUIPMENT | | 15,300.00 |
| | 606.8310.0049 | SERVICES OTHER DEPTS/GOVTS | | 2,200.00 |
| | | - TRANSFER FOR EMERGENCY REPAIRS, PFOA SAMPLING AND OTHER DISTRICT EXPENSES | | |
| CARMEL WATER DISTRICT #7 | | | | |
| 28 | 607.8310.0020 | EQUIPMENT | 1,500.00 | |
| | 607.8310.0042 | UTILITIES | 2,000.00 | |
| | 607.8310.0046 | WATER | 15,500.00 | |
| | 607.8310.0047 | EMERGENCY REPAIRS | 40,000.00 | |
| | 607.8310.0048 | OTHER OPERATING EXPENSES | 4,000.00 | |
| | 607.8310.0044 | ENGINEERING SERVICES | | 300.00 |
| | 607.8310.0049 | SERVICES OTHER DEPTS/GOVTS | | 700.00 |
| | 607.8310.9909 | APPROPRIATED FUND BALANCE | * | 62,000.00 |
| | | - PROVIDE AND TRANSFER FOR EMERGENCY REPAIRS, WATER AND OTHER DISTRICT EXPENSES | | |
| CARMEL WATER DISTRICT #8 | | | | |
| 29 | 608.8310.0041 | CHEMICALS | 7,000.00 | |
| | 608.8310.0042 | UTILITIES | 2,000.00 | |
| | 608.8310.0047 | EMERGENCY REPAIRS | 40,000.00 | |
| | 608.8310.0048 | OTHER OPERATING EXPENSES | 1,000.00 | |
| | 608.8310.9909 | APPROPRIATED FUND BALANCE | * | 50,000.00 |
| | | - PROVIDE FOR EMERGENCY REPAIRS AND OTHER DISTRICT EXPENSES | | |
| CARMEL WATER DISTRICT #9 | | | | |
| 30 | 609.8310.0048 | OTHER OPERATING EXPENSES | 3,000.00 | |
| | 609.8310.0040 | CONTRACTUAL EXPENSES | | 3,000.00 |
| | | -TRANSFER FOR PFOA SAMPLING | | |
| CARMEL WATER DISTRICT #10 | | | | |
| 31 | 610.8310.0041 | CHEMICALS | 1,400.00 | |
| | 610.8310.0047 | EMERGENCY REPAIRS | 20,000.00 | |
| | 610.8310.0020 | EQUIPMENT | | 15,000.00 |
| | 610.8310.0044 | ENGINEERING SERVICES | | 300.00 |
| | 610.8310.0048 | OTHER OPERATING EXPENSES | | 1,000.00 |
| | 610.8310.0049 | SERVICES OTHER DEPTS/GOVTS | | 100.00 |
| | 610.8310.9909 | APPROPRIATED FUND BALANCE | * | 5,000.00 |
| | | - PROVIDE AND TRANSFER FOR EMERGENCY REPAIRS AND OTHER DISTRICT EXPENSES | | |
| CARMEL WATER DISTRICT #12 | | | | |
| 32 | 612.8310.0048 | OTHER OPERATING EXPENSES | 3,000.00 | |
| | 612.8310.0040 | CONTRACTUAL EXPENSES | | 3,000.00 |
| | | -TRANSFER FOR PFOA SAMPLING | | |
| CARMEL WATER DISTRICT #13 | | | | |
| 33 | 613.8310.0041 | CHEMICALS | 2,000.00 | |
| | 613.8310.0040 | CONTRACTUAL EXPENSES | 1,000.00 | |
| | 613.8310.0047 | EMERGENCY REPAIRS | 3,500.00 | |
| | 613.8310.0020 | EQUIPMENT | | 1,000.00 |
| | 613.8310.0044 | ENGINEERING SERVICES | | 200.00 |
| | 613.8310.0049 | SERVICES OTHER DEPTS/GOVTS | | 300.00 |
| | 613.8310.9909 | APPROPRIATED FUND BALANCE | * | 5,000.00 |
| | | - PROVIDE AND TRANSFER FOR EMERGENCY REPAIRS AND OTHER DISTRICT EXPENSES | | |

**TOWN OF CARMEL
BUDGET REVISIONS OCTOBER 2022 #2022/05**

| BUDGET REVISION NUMBER | ACCOUNT | ACCOUNT TITLE & TRANSFER DESCRIPTION | INCREASE USES & SOURCES OF FUNDS | DECREASE USES & SOURCES OF FUNDS |
|--|---------------|--|----------------------------------|----------------------------------|
| CARMEL WATER DISTRICT #14 | | | | |
| 34 | 614.8310.0042 | UTILITIES | 3,100.00 | |
| | 614.8310.0047 | EMERGENCY REPAIRS | 10,000.00 | |
| | 614.8310.0048 | OTHER OPERATING EXPENSES | 5,000.00 | |
| | 614.8310.0020 | EQUIPMENT | | 3,800.00 |
| | 614.8310.0040 | CONTRACTUAL EXPENSES | | 2,000.00 |
| | 614.8310.0041 | CHEMICALS | | 300.00 |
| | 614.8310.0044 | ENGINEERING SERVICES | | 200.00 |
| | 614.8310.0049 | SERVICES OTHER DEPTS/GOVTS | | 600.00 |
| | 614.8310.0099 | REPAIR RESERVE | | 5,200.00 |
| | 614.8310.9909 | APPROPRIATED FUND BALANCE | * | 6,000.00 |
| | | - PROVIDE AND TRANSFER FOR EMERGENCY REPAIRS AND OTHER DISTRICT EXPENSES | | |
| TRANSFER FOR PFOS/PFOA'S ENGINEERING SERVICES | | | | |
| 35 | 609.8310.0044 | ENGINEERING SERVICES | 17,500.00 | |
| | 609.8310.0020 | EQUIPMENT | | 5,000.00 |
| | 609.8310.0047 | EMERGENCY REPAIRS | | 7,500.00 |
| | 609.8310.0099 | REPAIR RESERVE | | 5,000.00 |
| 36 | 612.8310.0044 | ENGINEERING SERVICES | 17,500.00 | |
| | 612.8310.0040 | CONTRACTUAL EXPENSES | | 7,500.00 |
| | 612.8310.0099 | REPAIR RESERVE | | 10,000.00 |
| CARMEL SEWER DISTRICT #1 | | | | |
| 37 | 701.8130.0040 | CONTRACTUAL EXPENSES | 39,900.00 | |
| | 701.8130.0020 | EQUIPMENT | | 25,000.00 |
| | 701.8130.0099 | REPAIR RESERVE | | 4,900.00 |
| | 701.8130.9909 | APPROPRIATED FUND BALANCE | * | 10,000.00 |
| | | - PROVIDE AND TRANSFER FOR SEWER LATERAL REPAIR | | |
| CARMEL SEWER DISTRICT #2 | | | | |
| 38 | 702.8130.0041 | CHEMICALS | 6,000.00 | |
| | 702.8130.0042 | UTILITIES | 35,000.00 | |
| | 702.8130.0047 | SLUDGE | 75,000.00 | |
| | 702.8130.0141 | MICRO CHEMICALS | 5,000.00 | |
| | 702.8130.0142 | MICRO UTILITIES | 4,000.00 | |
| | 702.8130.0020 | EQUIPMENT | | 28,000.00 |
| | 702.8130.0044 | ENGINEERING SERVICES | | 9,300.00 |
| | 702.8130.0049 | SERVICES OTHER DEPTS/GOVTS | | 3,800.00 |
| | 702.8130.0090 | CONTINGENCY | | 30,000.00 |
| | 702.8130.0099 | REPAIR RESERVE | | 8,900.00 |
| | 702.8130.0120 | MICRO EQUIPMENT | | 25,000.00 |
| | 702.8130.0140 | MICRO CONTRACTUAL EXPENSES | | 20,000.00 |
| | | - TRANSFER FOR SLUDGE, CHEMICALS AND OTHER DISTRICT EXPENSES | | |
| CARMEL SEWER DISTRICT #4 | | | | |
| 39 | 704.8130.0042 | UTILITIES | 10,000.00 | |
| | 704.8130.0047 | SLUDGE | 10,000.00 | |
| | 704.8130.0141 | MICRO CHEMICALS | 15,000.00 | |
| | 704.8130.0142 | MICRO UTILITIES | 11,400.00 | |
| | 704.8130.0040 | CONTRACTUAL EXPENSES | | 28,500.00 |
| | 704.8130.0049 | SERVICES OTHER DEPTS/GOVTS | | 2,900.00 |
| | 704.8130.0099 | REPAIR RESERVE | | 5,000.00 |
| | 704.8130.0140 | MICRO CONTRACTUAL EXPENSES | | 10,000.00 |
| | | - TRANSFER FOR SLUDGE, CHEMICALS, UTILITIES AND OTHER DISTRICT EXPENSES | | |
| CARMEL SEWER DISTRICT #5 | | | | |
| 40 | 705.8130.0040 | CONTRACTUAL EXPENSES | 4,000.00 | |
| | 705.8130.0041 | CHEMICALS | 1,500.00 | |
| | 705.8130.0047 | SLUDGE | 8,000.00 | |
| | 705.8130.0048 | OTHER OPERATING EXPENSES | 500.00 | |
| | 705.8130.0020 | EQUIPMENT | | 2,000.00 |
| | 705.8130.9909 | APPROPRIATED FUND BALANCE | * | 12,000.00 |
| | | - PROVIDE AND TRANSFER FOR SLUDGE AND OTHER DISTRICT EXPENSES | | |

**TOWN OF CARMEL
BUDGET REVISIONS OCTOBER 2022 #2022/05**

| BUDGET REVISION NUMBER | ACCOUNT | ACCOUNT TITLE & TRANSFER DESCRIPTION | INCREASE USES & SOURCES OF FUNDS | DECREASE USES & SOURCES OF FUNDS |
|---------------------------------|----------------------|---|----------------------------------|----------------------------------|
| CARMEL SEWER DISTRICT #7 | | | | |
| 41 | 707.8130.0040 | CONTRACTUAL EXPENSES | 15,000.00 | |
| | 707.8130.0042 | UTILITIES | 5,000.00 | |
| | 707.8130.0046 | WATER | 500.00 | |
| | 707.8130.0047 | SLUDGE | 6,500.00 | |
| | 707.8130.0140 | MICRO CONTRACTUAL EXPENSES | 10,000.00 | |
| | 707.8130.0020 | EQUIPMENT | | 1,500.00 |
| | 707.8130.0142 | MICRO UTILITIES | | 2,500.00 |
| | 707.8130.9909 | APPROPRIATED FUND BALANCE | 33,000.00 | |
| | | - PROVIDE AND TRANSFER FOR SLUDGE AND OTHER DISTRICT EXPENSES | | |
| CARMEL SEWER DISTRICT #8 | | | | |
| 42 | 708.8130.0040 | CONTRACTUAL EXPENSES | 5,000.00 | |
| | 708.8130.0099 | REPAIR RESERVE | | 5,000.00 |
| | | -TRANSFER FOR DISTRICT EXPENSES | | |

RESOLUTION #2

**RESOLUTION ACCEPTING PROPOSAL FOR RECORDING OF MEETINGS
FOR THE TOWN OF CARMEL
RFP# S2022-01**

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of the Chief of Staff, Anne Pasquerello, hereby accepts the proposal of Ten Green Media, Mahopac, NY for the video recording of meetings to be held at Town of Carmel Town Hall and off site, in accordance with the proposal dated November 2, 2022;

BE IT FURTHER RESOLVED that said services are hereby authorized for a five-year period at an annual cost not to exceed \$24,000 for years 2023, 2024 and 2025; together with two (2 one-year options in favor of the Town of Carmel for 2026 and 2027 at respective costs not to exceed \$25,000 annually; and

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

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget modifications required to fund the authorization contained within this resolution.

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 AUTHORIZING VEHICLE EQUIPMENT INSTALLATION
TOWN OF CARMEL POLICE DEPT**

RESOLVED, that the Town Board of the Town of Carmel, upon the request and recommendation Town of Carmel Chief of Police Anthony Hoffman, in his memo dated November 16, 2022, hereby authorizes the installation of emergency equipment within two Town of Carmel Police Vehicles to RFC Emergency Lighting & Services, LLC, Briarcliff Manor, NY in the amount of \$13,709.66 as shown on invoices dated November 8, 2022; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget modifications required to fund the authorization contained within this resolution.

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 AUTHORIZING EXERCISE OF OPTION TO EXTEND CONTRACT
CARMEL GARBAGE DISTRICT CONTRACT C-282
COLLECTION OF REFUSE, GARBAGE, RECYCLABLE MATERIAL AND BULK COLLECTION**

WHEREAS, the Town of Carmel has previously entered into a contract for the collection of refuse, garbage, recyclable material and bulk collection with AAA Carting and Rubbish Removal, Inc. dated December 13, 2021, contract C-282; and

WHEREAS, the aforesaid contract vested in the Town of Carmel the unilateral right to extend said contract for two (2) additional one (1) year periods; commencing January 1, 2023 through December 31, 2023 and January 1, 2024 through December 31, 2024, respectively;

NOW THEREFORE BE IT RESOLVED, that the Town of Carmel Town Board, hereby exercises of the Town of Carmel’s right to extend the aforesaid contract for the both of the renewal periods authorized under said contract, such extension thereby being exercised through and including December 31, 2024:

BE IT FURTHER RESOLVED that written notice of the exercise of the rights referenced hereunder shall be provided to AAA Carting and Rubbish Removal, Inc. by the Town of Carmel Engineering Department together with a certified copy of this resolution.

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 HIGHWAY DEPARTMENT

TB-WS12-7-2022 Agenda Item #1

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

MEMORANDUM

TO: Town Board
FROM: Michael Simone – Highway Superintendent
DATE: November 23, 2022
RE: Highway Requests – Fall Bid Awards

WS

I am recommending the following bids be awarded as follows:

WASHED SAND

| | | |
|---------------------|-------------|-----------------|
| Red Wing Properties | F.O.B. - | \$17.00 per ton |
| | DELIVERED - | \$23.00 per ton |

WINTER MIX

| | | |
|--------------------------------------|---|---------------------|
| Package Pavement Co. (Single Bidder) | - | \$131.00 per ton |
| 56 - 60# BAGS | - | \$397.60 per pallet |
| MILEAGE ADJ | - | \$ 4.00 per ton |

GUIDERAIL—Complete Layout & Installation per NYS DOT specifications

CHEMUNG SUPPLY CORP. (Single Bidder)

| | | | |
|--------------------|---|---|----------------------------|
| Galvanized: | Corrugated beam rail, 12' 6" post spacing | - | \$ 34.20, per linear foot |
| | Corrugated beam rail, 12' 3" post spacing | - | \$ 39.15, per linear foot |
| | 6" x 6" box beam rail, Spliced plates/hardware inclusive | - | \$ 72.40, per linear foot |
| | Using type one end sections | - | \$ 910.00, each installed |
| | Using type two end sections | - | \$2,448.00, each installed |
| | 6" x 6" box beam rail Shop Cut & Mitered Curve | - | \$ 104.05, per linear foot |
| Corten: | Corrugated beam rail, 12' 6" post spacing | - | \$ 44.05, per linear foot |
| | Corrugated beam rail, 12' 3" post spacing | - | \$ 47.65, per linear foot |
| | 6" x 6" box beam rail, Spliced plates/hardware inclusive | - | No Bid |
| | Using type one end sections | - | No Bid |
| | Using type two end sections | - | No Bid |
| | 6" x 6" box beam rail Shop Cut & Mitered Curve | - | No Bid |
| Timber: | Ironwood 1' - 100 L.F. | - | \$ 218.10, per linear foot |
| | 100' and over | - | \$ 199.05, per linear foot |
| | End terminal, type I timber rail complete | - | \$3,240.00, each |
| | End terminal, type II timber rail complete | - | \$3,965.00, each |
| | Anchorage unit guide rail, back slope | - | \$4,402.00, each |

MS/Sen

cc Ann Spofford – Town Clerk
Gregory Folchetti – Town Attorney
Comptroller's Office

TB-WS12-7-2022 Agenda Item #2

Michael G. Carnazza
Director of Code Enforcement

(845)628-1500
Ext. 170



60 McAlpin Avenue
Mahopac, New York 10541

To: Supervisor Michael Cazzari
Town Board

From: Michael Carnazza, Building Inspector

Date: November 29, 2022

Re: Fee Return- 11 Albano Ridge, Carmel
Tm#55.14-1-26.323

A handwritten signature in blue ink, appearing to be 'MC', is located to the right of the 'From:' field.

Please be advised, the owner of the above property was issued a permit for a one family dwelling. Because of high lumber prices, etc., they decided not to build the house. The fee was \$5,525.88 and the owner requested a return of the permit fee.

Can you please return the fee to the owner(s):

Katherine and Nicholas Perrelli
43 Hill and Dale Rd.
Carmel, N.Y. 10512

Thank you,

31068
31069



Town of Carmel Building Department

Building Permit

Date: 6/16/2021

SBL: 55.14-1-26.323

Permit # 21-0745

APPLICATION IS HEREBY MADE to the TOWN OF CARMEL Building Department for the issuance of a permit pursuant to the New York State Uniform, Fire Uniform Fire Prevention and Building Code, for the construction of buildings, additions or alterations, repairs, or for the removal or demolition, as herein described. The Contractor agrees to comply with all applicable laws, ordinances, or regulations governing building activities in the TOWN OF CARMEL and will also allow all inspections to enter the premises for inspections. The Contractor also understands that under no circumstances shall personal belongings or furnishings be brought into any new house or addition, without first obtaining a Certificate of Occupancy from the Building Department.

Contractor Information

Name

Address

Phone

Address of Construction: 11 Albano Ridge

Project Description: Single Family House with Porch and Garage

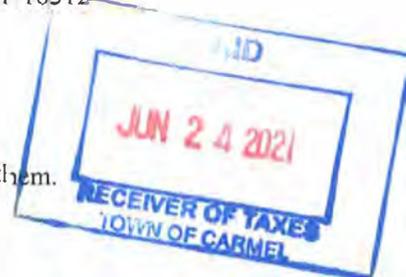
Owner Information

Name Katherine & Nicholas Perrelli

Address 43 Hill & Dale Road

Carmel, NY 10512

Phone



I am also aware of the required inspections and that I am responsible to schedule them.

[Signature]
Signature

This building permit shall become void (18) months from the date of issuance and construction must be substantially commenced within 6 months of the date of issuance.

| Fee Type | Amount | Check # |
|---|------------|---------------------------|
| Certificate of Occupancy - Residential | \$80.00 | 5788 |
| Liquid Propane Gas Inspection - Residential | \$100.00 | Date 6/33/01 |
| Building Permits | \$5,345.88 | Amount Collected 5,525.88 |
| Total Due: | \$5,525.88 | Initials amp |

The application of Katherine & Nicholas Perrelli Dated 6/16/2021 is hereby APPR GRANTED for the construction, reconstruction or alteration of a building and/or forth above and on the plans approved and stamped by the Building Department.

[Signature]
Signature

002

002

0-0
100-00
5,345.88
002
5,445.88
5,445.88
80.00
002
5,525.88
0-0

TB-WS12-7-2022 Agenda Item #3

TOWN OF CARMEL TECHNOLOGY UPGRADES FISCAL YEAR 2022

| Town of Carmel Technology Upgrades | | | |
|--|--|----------|------------------|
| Vendor/Description | Item # | Amount | Total Amount |
| 2022 Budget | | | 70,000.00 |
| Billed by Sullivan Data/Logically | | | |
| * Desktop Computer Replacements | Recreation (1) | 2,107.31 | |
| | Maintenance (1) | 2,107.31 | |
| | Tax Receiver (1) | 2,302.31 | |
| | Engineering (2) | 4,472.12 | |
| | Supervisor (1) | 2,364.81 | |
| | Police (1) | 2,364.81 | |
| | SPO (1) | 2,107.31 | |
| | Buiding (1) | 2,364.81 | |
| | Assessor RPS Lookup (1) | 2,107.31 | |
| | | | 22,298.10 |
| | | | 625.00 |
| | | | 22,923.10 |
| | | | |
| | | | |
| | | | |
| Total Desktop Upgrades Final | | | 22,923.10 |
| | | | |
| | | | |
| Total Infrastructure Upgrades Final | | | 0.00 |
| | | | |
| Total Upgrades Final | Total billed by Sullivan Data/Logically | | 0.00 |
| Assessors Office - Digital Camera | | | 418.98 |
| Motor Info System - Hwy Diagnostic Equip | | | 3,590.00 |
| Metro Imaging Systems - Microfilm Machine | | | 4,850.00 |
| CTS Mobility - 3 Samsung Galaxys | | | 3,299.97 |
| CTS Mobility - cases for 3 Samsung Galaxys | | | 199.90 |
| Logically - set up of Microfilm machine | | | 451.75 |
| Adobe upgrade/computer issues Supervisors office | | | 1,345.16 |
| Backup battery server room | | | 451.00 |
| Backup battery Engineering office | | | 82.60 |
| HPE Extended warranty | | | 2,915.32 |
| | | | |
| Other Upgrades YTD 2022 | | | 17,604.68 |
| | | | |
| Total 2021 Technology Upgrades | | | 40,527.78 |
| | | | |
| Prior year budget balance carry forward | | | 53,090.33 |
| Less 2021 Encumbrances | | | -3,090.33 |
| Less 2021 Upgrade Cost | | | -2,440.80 |
| | | | |
| Budget balance as of 12/31/22 | | | 77,031.42 |
| | | | |

| | | Rec Dept | Replace with new PC. Old PC can be spare of HMD | |
|---|-----------|--------------------------------|---|-------------------|
| 1 | Logically | 68U02UT#ABA | HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro | \$893.75 |
| 1 | Logically | 9VF99AA#ABA | HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" | \$195 |
| 1 | Logically | GMGFOD7FZ-0002-P | Office 2021 License Standard - Perpetual | \$493.56 |
| 1 | Logically | Installation and Configuration | Installation, Configuration and Documentation | \$525 |
| | | | | \$2,107 |
| | | Joseph Harmon | Replace with new PC. Old PC can be spare of HMD | |
| 1 | Logically | 68U02UT#ABA | HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro | \$893.75 |
| 1 | Logically | 9VF99AA#ABA | HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" | \$195 |
| 1 | Logically | GMGFOD7FZ-0002-P | Office 2021 License Standard - Perpetual | \$493.56 |
| 1 | Logically | Installation and Configuration | Installation, Configuration and Documentation | \$525 |
| | | | | \$2,107 |
| | | Kathleen Kraus | Replace with new PC. Old PC can be spare of HMD | |
| 1 | Logically | 68U02UT#ABA | HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro | \$893.75 |
| 2 | Logically | 9VF99AA#ABA | HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" | \$390 |
| 1 | Logically | GMGFOD7FZ-0002-P | Office 2021 License Standard - Perpetual | \$493.56 |
| 1 | Logically | Installation and Configuration | Installation, Configuration and Documentation | \$525 |
| | | | | \$2,302.31 |
| | | Lori Scavelli | Replace with new PC. Old PC can be spare of HMD | |
| 1 | Logically | 68U02UT#ABA | HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro | \$893.75 |
| 1 | Logically | 9VF99AA#ABA | HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" | \$195 |
| 1 | Logically | GMGFOD7FZ-0002-P | Office 2021 License Standard - Perpetual | \$493.56 |
| 1 | Logically | Installation and Configuration | Installation, Configuration and Documentation | \$525 |
| | | | | \$2,107.31 |
| | | Mike Cazzari | Replace with new PC. Old PC can be spare of HMD | |
| 1 | Logically | 68U02UT#ABA | HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro | \$893.75 |
| 1 | Logically | 9VF99AA#ABA | HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" | \$195 |
| 1 | Logically | 169L0AA#ABA | HP G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" Class - Built-in Webcam - IR camera, USB 3.2 Gen 1 hub | \$258 |
| 1 | Logically | GMGFOD7FZ-0002-P | Office 2021 License Standard - Perpetual | \$493.56 |
| 1 | Logically | Installation and Configuration | Installation, Configuration and Documentation | \$525 |
| | | | | \$2,365 |
| | | Rob Vara | Replace with new PC. Old PC can be spare of HMD | |
| 1 | Logically | 68U02UT#ABA | HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro | \$893.75 |
| 1 | Logically | 9VF99AA#ABA | HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" | \$195 |
| 1 | Logically | 169L0AA#ABA | HP G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" Class - Built-in Webcam - IR camera, USB 3.2 Gen 1 hub | \$258 |
| 1 | Logically | GMGFOD7FZ-0002-P | Office 2021 License Standard - Perpetual | \$493.56 |
| 1 | Logically | Installation and Configuration | Installation, Configuration and Documentation | \$525 |
| | | | | \$2,365 |
| | | Michael Bodo | Replace with new PC. Old PC can be spare of HMD | |
| 1 | Logically | 68U02UT#ABA | HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro | \$893.75 |
| 1 | Logically | 9VF99AA#ABA | HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" | \$195 |
| 1 | Logically | 169L0AA#ABA | HP G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" Class - Built-in Webcam - IR camera, USB 3.2 Gen 1 hub | \$258 |
| 1 | Logically | GMGFOD7FZ-0002-P | Office 2021 License Standard - Perpetual | \$493.56 |
| 1 | Logically | Installation and Configuration | Installation, Configuration and Documentation | \$525 |
| | | | | \$2,365 |

| Special Patrol Officer | | | Replace with new PC. Old PC can be spare of HMD | |
|-------------------------------|-----------|--------------------------------|---|----------|
| 1 | Logically | 68U02UT#ABA | HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro | \$893.75 |
| 1 | Logically | 9VF99AA#ABA | HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" | \$195 |
| 1 | Logically | GMGF0D7FZ-0002-P | Office 2021 License Standard - Perpetual | \$493.56 |
| 1 | Logically | Installation and Configuration | Installation, Configuration and Documentation | \$525 |

\$2,107

| Mike Carnazza | | | Replace with new PC. Old PC can be spare of HMD | |
|----------------------|-----------|--------------------------------|---|----------|
| 1 | Logically | 68U02UT#ABA | HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro | \$893.75 |
| 1 | Logically | 9VF99AA#ABA | HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" | \$195 |
| 1 | Logically | 169L0AA#ABA | HP G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" Class - Built-in Webcam - IR camera, USB 3.2 Gen 1 hub | \$258 |
| 1 | Logically | GMGF0D7FZ-0002-P | Office 2021 License Standard - Perpetual | \$493.56 |
| 1 | Logically | Installation and Configuration | Installation, Configuration and Documentation | \$525 |

\$2,364.81

| RPS Lookup | | | Replace with new PC. Old PC can be spare of HMD | |
|-------------------|-----------|--------------------------------|---|-------------------|
| 1 | Logically | 68U02UT#ABA | HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro | \$893.75 |
| 1 | Logically | 9VF99AA#ABA | HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" | \$195 |
| 1 | Logically | GMGF0D7FZ-0002-P | Office 2021 License Standard - Perpetual | \$493.56 |
| 1 | Logically | Installation and Configuration | Installation, Configuration and Documentation | \$525 |
| | | | | \$2,107.31 |

| | |
|------------------------------|--------------------|
| Total before shipping | \$22,298.10 |
| shipping | \$625.00 |
| Grand total | \$22,923.10 |



Sales Contact:

John Allen
 Phone: (717) 439-5183
 Email: john.allen@logically.com
 Opportunity # 55926

Workstations

Proposal # 040107.2

| | | | |
|-------------------------|---------------------------|--------------------------|-------------------|
| Bill To: | Final Destination: | Date Issued: | 11.17.2022 |
| Carmel Town Hall | Carmel Town Hall | Proposal Expires: | 11.30.2022 |
| Anne Pasquerello | Michael Cazzari | Prepared By: | Dennis Cajigal |
| 60 McAlpin Avenue | 60 McAlpin Avenue | Ship To: | Final Destination |
| Mahopac, NY 10541 | Mahopac, NY, 10541 | | |

| Hardware | Price | Qty | Ext. Price |
|--|----------|-----|--------------------|
| Given current supply chain challenges, please note stock may be limited or options may change between the time a product is quoted and ordered. We will notify you directly if your order is impacted. | | | |
| HP Elite 600 G9 Desktop Computer - Intel Core i5 12th Gen i5-12500 - 8 GB RAM - 512 GB SSD - Small Form Factor - Windows 11 Pro MFR# 68U02UT#ABA | \$893.75 | 10 | \$8,937.50 |
| HP G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" Class - Built-in Webcam - IR camera, USB 3.2 Gen 1 hub MFR# 169L0AA#ABA | \$257.50 | 4 | \$1,030.00 |
| HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black, Silver - 24" MFR# 9VF99AA#ABA | \$195.00 | 11 | \$2,145.00 |
| Subtotal: | | | \$12,112.50 |

| Software | Price | Qty | Ext. Price |
|---|----------|-----|-------------------|
| Office 2021 License Standard - Perpetual MFR# GGMGF0D7FZ-0002-P | \$493.56 | 10 | \$4,935.60 |
| Subtotal: | | | \$4,935.60 |

| Labor | Price | Qty | Ext. Price |
|--------------------------|------------|-----|-------------------|
| Fixed Fee Service | \$5,250.00 | 1 | \$5,250.00 |
| Subtotal: | | | \$5,250.00 |

Quote Summary

| Description | Amount |
|-------------|-------------|
| Hardware | \$12,112.50 |
| Software | \$4,935.60 |

Sales Contact:

John Allen
Phone: (717) 439-5183
Email: john.allen@logically.com
Opportunity # 55926

Quote Summary

| Description | Amount |
|------------------|--------------------|
| Labor | \$5,250.00 |
| Subtotal: | \$22,298.10 |
| Shipping: | \$625.00 |
| Total: | \$22,923.10 |

Terms and Conditions

This Terms and Conditions Agreement (the “Agreement”) is entered into by and between Winxnet, LLC, doing business as Logically (“Logically”), a Delaware limited liability company having its principal offices at 63 Marginal Way, Portland, Maine (“Logically”) and the undersigned customer (“Customer”).

This proposal, and any subsequent proposal executed by Logically and the Customer named below, and including the Master Service Agreement at <https://www.logically.com/agreements/master-services-agreement> and all terms referenced herein and therein and all attachments and addenda hereto, govern Customer’s purchase of the Services (collectively, the “Agreement”) and by executing this proposal, Customer agrees to each of the foregoing. This proposal is effective as of the last date of signature by both Logically and Customer as set forth below (the “Effective Date”).

1. The content of this Agreement and any related statement of work, scope of work, managed services agreement, outsourcing agreement, or other quotation or proposal (each, a “Work Order”) is confidential. Unless required by law or authorized in writing by the other party, neither this Agreement nor the Work Order is to be disclosed to any person or organization other than those who need to know the terms of this Agreement or the Work Order to assist either party, or act on either party’s behalf, to exercise its rights or perform its obligations hereunder or thereunder.
2. The pricing information, estimates, and all other proposed solutions included in this Agreement or the Work Order are based on Logically’s understanding and assumptions of the requirements and environment represented in the corresponding Work Order, and on Logically being awarded the entire scope of the work being requested (collectively, the “Conditions”). In the event any of the Conditions are not accurate or if any Condition changes or is altered during the term of this Agreement, Logically shall have the right to terminate this Agreement and any related Work Order immediately upon notice to Customer.
3. Pricing is valid for a period of thirty (30) calendar days from the date of submission. All pricing is shown in U.S. dollars and does not include applicable taxes or certain other charges such as VAT, travel duty, or freight charges.
4. If any Work Order is terminated early for any reason other than by Logically for convenience in accordance with the Master Services Agreement, then a termination charge shall be due from Customer to Logically on the termination date. The termination charge for each service is as set forth on the applicable Work Order (“Termination Charge”). Customer agrees that the damages that would be sustained by Logically from Customer’s early termination or default of a Work Order or this Agreement cannot readily be determined and that the termination charge constitutes “liquidated damages” and not a penalty. Customer waives any claim that such termination charge constitutes a penalty.
5. Project Payment Information:
 - Product / software: 100% of product / software payment is due within fifteen (15) days of the date of Logically’s invoice.



Sales Contact:

John Allen
Phone: (717) 439-5183
Email: john.allen@logically.com
Opportunity # 55926

- Shipping Charges may change based on actual costs.
- Time & Materials Labor: Actual labor and/or travel hours incurred will be billed once per month.
- Please note that all prices reflect a 3% discount based on payment via check. The 3% discount will be removed if payment is made via credit card.
- If applicable, Project Coordination is billed as a fixed percentage of total labor payable as two equal payments of 50%: The first installment is due at contract signing, and the remaining installment will be invoiced based upon project completion.
- If the Billing Contact is different from the undersigned, please provide Billing Contact details:

Name:

Mailing Address:

Phone Number:

E-mail Address:

6. Customer agrees that, if it has not done so already, it shall review and enter into a Master Services Agreement between Logically and Customer in addition to this Agreement and any applicable Work Order. Unless explicitly provided otherwise therein, in the event of a direct conflict between: (a) the terms of a Master Services Agreement and any Work Order, the terms of the Master Services Agreement shall control; (b) the terms of a Master Services Agreement and this Agreement, the terms of the Master Services Agreement shall control; and (c) the terms of this Agreement and a Work Order, the terms of this Agreement shall control. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

7. Unless otherwise agreed in writing, payment for services is due within fifteen (15) days of the date of issuance of the invoice by Logically. Customer shall pay to Logically a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Logically is in arrears. Customer agrees to pay all costs of collection, including court costs and reasonable attorney's fees, incurred in the collection of any amount past due. Customer acknowledges that Logically may participate in, and retain the benefit of, vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flyer miles or other consideration.

I, THE UNDERSIGNED, AGREE TO THE ABOVE TERMS AND CONDITIONS. ADDITIONALLY, I ALSO CERTIFY THAT I HAVE REVIEWED THE PRODUCTS AND/OR PROJECT DELIVERABLES ASSOCIATED WITH THIS ESTIMATE AND UNDERSTAND THAT ANY PRODUCTS OR PROJECT DELIVERABLES NOT EXPLICITLY STATED IN THIS ESTIMATE WILL BE OUTSIDE THE SCOPE OF THIS ESTIMATE AND WILL REQUIRE ADDITIONAL FUNDS TO PROCURE OR IMPLEMENT.



Sales Contact:

John Allen
Phone: (717) 439-5183
Email: john.allen@logically.com
Opportunity # 55926

Acceptance

Carmel Town Hall

Signature: _____

Name: Michael Cazzari _____

Date: _____

TB-WS12-7-2022 Agenda Item #4

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board
Chief Hoffman and Lt. Dearman Town of Carmel Police Department

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

Date: November 30, 2022

Re: C280 - Town Hall Improvements
Change Order No. 1 Request

The referenced project is now substantially complete and will go live on or about December 7, 2022.

During the course of the project, three (3) unforeseen issues were encountered which are more precisely identified in the attached proposals from the Contractor DAS. The total amount of the three (4) proposals is \$5,860.00.

In accordance with the Town of Carmel procurement policy, Robert Vara authorized this work, as each separately was below the procurement threshold of \$3,000.00, which requires no competitive pricing. The authorization was required to maintain continuity on the project and to minimize any potential delay claims.

The original contract amount is \$46,850.00, which was the contract bid amount and was approved by the Town Board as provided in the attached resolution, It should be note that he authorizing resolution awarded for 46,800.00 and this discrepancy should be corrected with this Change Order

The total adjusted contract amount would therefore be \$52,710.00. The project is being funded by a reimbursable grant from the New York State Division of Homeland Security and Emergency Services. The allocated funding from the grant is \$50,000.00. The out of pocket costs for the Town will therefore be \$2,710.00.

Attached please find the proposed Change Order #1. We recommend that the Board approve Change Order #1 and authorize the Supervisor to sign the same.

RESOLUTION AWARDING BID FOR INSTALLATION OF NETWORK ACCESS CONTROL SYSTEMS TOWN OF CARMEL POLICE DEPARTMENT AND TOWN HALL CONTRACT #C280

WHEREAS the Town Board of the Town of Carmel, has previously authorized advertisement for the solicitation of bids for the installation of Network Access Control Systems in the Town of Carmel Police Department and Town Hall, Contract #C280; and

WHEREAS such bids were received and opened on June 16, 2022; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Richard J. Franzetti, PE, Town Engineer, as fully detailed in his memo dated June 23, 2022, hereby awards DAS Parking Services, LLC, Hopewell Junction, NY, the lowest responsible bidder for the installation of Network Access Control Systems, Contract C280 at a cost not to exceed \$46,800.00; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Michael Cazzari is hereby authorized to sign any and all documentation necessary for the execution of all contract documentation required in connection herewith; and

BE IT FURTHER RESOLVED that Town Comptroller Mary Ann Maxwell is hereby authorized to make any budgetary transfers or modifications required pursuant to this authorization.

Resolution

Offered by: Supervisor Cazzari

Seconded by: Councilman Baranowski

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> | |
|-----------------------|---------------|---------------|--------|
| Stephen Baranowski | <u>X</u> | <u> </u> | |
| Frank Lombardi | <u> </u> | <u> </u> | Absent |
| Suzanne McDonough | <u>X</u> | <u> </u> | |
| Robert Schanil | <u>X</u> | <u> </u> | |
| Michael Cazzari | <u>X</u> | <u> </u> | |

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I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the **20th** day of **July, 2022**; and of the whole thereof.

July 21, 2022
Dated



Ann Spofford, Town Clerk

DAS Fire & Security

12 Darci Drive, Hopewell Jct., NY 12533

Phone (845) 849-5626 Fax (845) 227-8010

October 13, 2022

Mr. Richard Franzetti, PE, BCEE
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Re. – North West Police Corridor Door - Proposal

Dear Mr. Franzetti:

DAS is pleased to present to you our proposal for the installation of access control on the North West police corridor door at The Town of Carmel located at 60 McAlpin Ave. Mahopac, NY.

Scope of Work

DAS will provide all necessary labor and material required to perform the following work:

1. Provide and install a card access composite cable from the existing door control panel to the North West police corridor door.
2. Provide and install ¾" EMT conduit around the door to facilitate the routing of the cable to each card access device.
3. Install a card reader, door contact, REX motion detector and electric strike on the door.
4. Remove the existing lock set, provide and install a new lever set.
5. Make all terminations at the door and at the control panel.
6. Program the system for proper operation.
7. Test the door for proper operation.

Equipment

¾" EMT Conduit, fittings, junction box and support brackets
Access Control Composite Cable
1 – Card Reader
1 – Door Contact
1 – Electric Strike
1 – REX Motion Detector
1 – Lever Set
Mounting Hardware

Qualifications

1. All work is to be performed during normal working hours.
2. Tax is excluded from this proposal.
3. Patching and painting is excluded from this proposal.
4. The cost for any applicable building permit is not included in this proposal.
5. This proposal is valid for thirty days.
6. Terms, balance due upon completion.

Pricing Summary

The cost for the work described in this proposal will be,

Two Thousand Five Hundred Sixty Dollars

(\$ 2,560.00)

If you would like to contract with DAS to perform the work described in this proposal please sign below and send back to us along with a purchase order. If you have any questions or concerns please feel free to contact us at any time.

Sincerely,



Salvatore Gisonni

Acceptance

Date

DAS Fire & Security

12 Darci Drive, Hopewell Jct., NY 12533

Phone (845) 849-5626 Fax (845) 227-8010

October 13, 2022

Mr. Richard Franzetti, PE, BCEE
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Re. – Exterior Lobby Town Hall Doors – Electric Latch Retraction Proposal

Dear Mr. Franzetti:

DAS is pleased to present to you our proposal for the installation of electric latch retraction devices for the two exterior town hall main lobby doors at The Town of Carmel located at 60 McAlpin Ave. Mahopac, NY.

Scope of Work

DAS will provide all necessary labor and material required to perform the following work:

1. Provide and install electric latch retraction devices in the two exterior town hall main lobby doors.
2. Test the door for proper operation.

Equipment

2 – Command Access – MLRK1-FAL-17

Qualifications

1. All work is to be performed during normal working hours.
2. Tax is excluded from this proposal.
3. Patching and painting is excluded from this proposal.
4. The cost for any applicable building permit is not included in this proposal.
5. This proposal is valid for thirty days.
6. Terms, balance due upon completion.

Pricing Summary

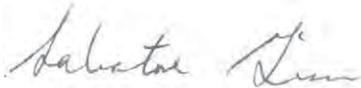
The cost for the work described in this proposal will be,

Two Thousand Fifty Dollars

(\$ 2,050.00)

If you would like to contract with DAS to perform the work described in this proposal please sign below and send back to us along with a purchase order. If you have any questions or concerns please feel free to contact us at any time.

Sincerely,



Salvatore Gisonni

Acceptance

Date

DAS Fire & Security

12 Darci Drive, Hopewell Jct., NY 12533

Phone (845) 849-5626 Fax (845) 227-8010

November 7, 2022

Mr. Richard Franzetti, PE, BCEE
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Re. – Additional Intercom Door Release and Panic Button Lock Down Proposal

Dear Mr. Franzetti:

DAS is pleased to present to you our proposal for the installation of two panic buttons to facilitate door lockdown and an additional relay module to allow remote release of non-intercom station doors at The Town of Carmel located at 60 McAlpin Ave. Mahopac, NY.

Scope of Work

DAS will provide all necessary labor and material required to perform the following work:

1. Provide and install a door release module to remotely unlock non-intercom station doors from the intercom master station.
2. Provide and install additional cable to facilitate remote door release of the non-intercom station interior lobby doors.
3. Provide and install two panic buttons one at the guards desk and one at the interior reception desk.
4. Provide and install cable from the access control system to the two panic buttons to facilitate emergency lock down when the panic buttons are pressed.
5. Make all terminations.
6. Test for proper operation.

Equipment

- 1 – Aiphone JOW-2D
- 2 – Potter 4370038 Panic Button with Key Release Cable

Qualifications

1. All work is to be performed during normal working hours.
2. Tax is excluded from this proposal.
3. Patching and painting is excluded from this proposal.
4. The cost for any applicable building permit is not included in this proposal.
5. This proposal is valid for thirty days.
6. Terms, balance due upon completion.

Pricing Summary

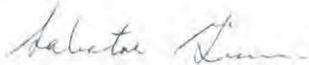
The cost for the work described in this proposal will be,

One Thousand Two Hundred Fifty Dollars

(\$ 1,250.00)

If you would like to contract with DAS to perform the work described in this proposal please sign below and send back to us along with a purchase order. If you have any questions or concerns please feel free to contact us at any time.

Sincerely,



Salvatore Gisonni

Acceptance

Date

*Richard J. Franzetti, P.E.
Town Engineer*



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: November 30, 2022

Re: CSD #2- Sand Filter Boiler replacement

Inframark the operators of Carmel Sewer District 2 (CSD2) reported that boiler at the sand filter building has failed and is beyond repair. Inframark received the attached quote from Sueco fuels to replace the unit.

The failed unit created an emergency condition and this Department has authorized Sueco to replace the unit. The current boiler is still connected.

The unit failure was caused due to age and has due to its age replacement parts cannot be located. This department conducted its own investigation and verified this assessment.

The quote provided for the removal of the failed boiler, supply and install of the new boiler and associated controls. It should be noted that the new boiler has the capability of being converted to LP gas, which is currently being used at the microfiltration building Sueco is a licensed contractor in Putnam County. Information on the warranty will be provided once the unit are in house.

There are sufficient funds in the CSD 2 budget for this work.

We respectfully request that the Board authorize this project as an emergency at the quoted price of \$57,370.00.

SUECO FUEL OIL, INC.

4 Veschi Lane/P.O. Box 708
Mahopac, NY 10541

Phone: 845-628-6400
Fax: 845-628-7330

Proposal

Proposal Submitted To:
Town of Carmel SD#2
Old Rt 6 (no heat)
Carmel NY 10512
Sueco to propose the following to replace boiler (boiler availability limited)

Re: Original service call flood in office area upon completion of service found boiler section (s) failed (cast iron) and parts are not available (existing boiler failed) propose the following for replacement: (existing boiler 657K BTU)

2 Buderus oil fired boilers w/burner/boiler controls (code 4) net total BTU 512K (new boilers to be rigged in place) oil deairator fuel system (convectors) and re pipe fuel system/rewire boilers. New boiler hooked to existing mechanicals-piping and controls (heating manifolds and chimney) with removal of old boiler.

Buderus currently in stock, other brands with much as a 3-4 month waiting time for new stock. This project will take approx 2 weeks from start to finish; labor/materials total \$57,370.00

With these boilers are LP gas converted options w/additional cost of burner installation.

Tekmar system included (wired & programmed)
Note: boiler has operated at low fire in the past according to our records

Putnam County License #024
Westchester County License #WC-16351-H05

Payment

We propose to furnish material and labor, complete, in accordance with above specifications
Payment to be made as follows:
One half upon signing of contract and balance upon delivery of boiler.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will be an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and delays beyond our control. Owner will carry fire and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: _____ Date: _____

Acceptance of Proposal

The above prices, specification, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Cc: [Maxwell, Mary Ann](#)
Subject: FW: Boiler Quotes
Date: Wednesday, November 30, 2022 4:19:48 PM
Attachments: [TOC#2REV.doc](#)
[Town of Carmel SD#2 Boiler Upgrade.pdf](#)

Rich,

As per your request....there are sufficient funds in the budget for this expense.

Thanks,

Donna Esteves

Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

From: Grippo, Arthur <arthur.grippo@inframark.com>
Sent: Wednesday, November 30, 2022 9:32 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>; Esteves, Donna <de@ci.carmel.ny.us>
Cc: Harris, Carrie <Carrie.Harris@inframark.com>
Subject: Boiler Quotes

Attached are the two estimates that I've received so far for the replacement of the boiler at sewer district #2. B&J and Sueco have spec'd the same replacement based on their availability with the exception of a modified controller. The controller would operate at 50 or 100 percent capacity based on the air temperature outside and inside the building as opposed to 100% all of the time. This should result in a lower fuel consumption.

In the past, during boiler maintenance, the burner has been operated in a low fire mode and successfully heated the building.

I contacted the other vendors this morning to request that they send any estimates today.

Sent from my iPhone

From: Grippo, Arthur <arthur.grippo@inframark.com>
Sent: Friday, November 18, 2022 1:02:59 PM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: Re: Boiler Quotes

Yes, I did. I was waiting on the rest. Unfortunately, most of the companies that you listed deemed our boiler too large for them. Optimum was the only one who is considering it. Im awaiting his response. I contacted two others. They visited the site this week and should have something back to me by next week.

Attached is a proposal from Sueco and one from B&J.

Sent from my iPhone

From: Esteves, Donna <de@ci.carmel.ny.us>
Sent: Monday, November 7, 2022 12:14:51 PM
To: Grippo, Arthur <arthur.grippo@inframark.com>
Subject: RE: Boiler Quotes

Ok great. Keep us posted. Did you get the quote from Sueco yet?

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

From: Grippo, Arthur <arthur.grippo@inframark.com>
Sent: Monday, November 7, 2022 11:44 AM
To: Esteves, Donna <de@ci.carmel.ny.us>; Boyd, Diane <Diane.Boyd@inframark.com>
Cc: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: Re: Boiler Quotes

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.

Thank you.

Optimum will be here tomorrow to have a look at the boiler.

I contacted the other 3 vendors that you listed. Just waiting to hear back for an appointment.

Sent from my iPhone

From: Esteves, Donna <de@ci.carmel.ny.us>
Sent: Monday, November 7, 2022 11:29:39 AM
To: Boyd, Diane <Diane.Boyd@inframark.com>; Grippo, Arthur <arthur.grippo@inframark.com>
Cc: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: Boiler Quotes

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.



Diane and Arthur,

As follow up to our conversation, below is a list of additional vendors that you can reach out to for a quote:

Goodrow Fuel
Dave
845-628-3107

Bell Mechanical
Giovanni
845-628-2580

Bottini Fuel
Katie
1-800-836-3835

Optimum Fuel
Denise (let her know this is for the TOC)
845-628-9152

Thanks,

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

*Richard J. Franzetti, P.E.
Town Engineer*



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

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

MEMORANDUM

To: Carmel Town Board
From: Richard J. Franzetti, P.E., Town Engineer
Date: November 29, 2022
Re: Lake Casse Dam Next Steps



As the Board is aware the Engineering Department solicited proposals from qualified Engineering consultants to prepare bid documents and specifications and construction administration for the Lake Casse and Teakettle Lake Dam rehabilitation. The Board authorized Weston and Sampson (W&S) to perform this work. This work is required to meet the NYSDEC requirements.

Phase 1 of the project included tree cutting and vegetation removal from the upstream and downstream faces of Lake Casse, Upper Teakettle Spout Lake and Teakettle Spout Lake have been completed including seeding and loaming. At that time, W&S provided a status summary and next steps for Phase 2.

For Phase 2 of the project W&S was authorized to develop an Engineering assessment which included the clearing of the outlet pipes; hydraulic analysis of the metal grate and chain link fence system for the primary spillway; geotechnical explorations and video inspection of the riser spillways and outlet pipes of the dams. The final supplemental Engineering reports for the dams have been provided by W&S.

As part of the attached Lake Casse Engineering assessment report, W&S recommends the need for additional borings in order to assess liquification potential and slope stability of the dam. There is a potential that prior findings may improve which will result in cost savings for the final design of the project. Note the attached Engineering assessment report does not include any attachments.

W&S provided the attached proposal in the amount of \$43,000 to conduct the additional borings and updated the Engineering assessment report. There are sufficient funds in the in the budget for this work.

The Board should note that Phase 3 of the project will entail the development of the final design/bid/specifications documents for each of these dams. Note that Phase 3 of this work has not been funded and will need to be bonded.

The Engineering Department recommends that W&S be authorized to perform the additional borings at the Lake Casse dam

**RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL
FOR ENGINEERING SERVICES
LAKE TEAKETTLE PARK DISTRICT AND LAKE CASSE PARK DISTRICT
DAM REPAIR, MAINTENANCE & REHABILITATION DESIGN**

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of the Lake Teakettle Park District and Lake Casse Park District, hereby authorizes the acceptance of the proposal from Weston & Sampson, Reading, MA for the preparation of plans, specifications and bid documents for Phase 2 of the NYSDEC-mandated rehabilitation, maintenance and repair for the Teakettle Lake Dams and Lake Casse Dam, such services to be at an aggregate cost not to exceed \$72,800.00 for Lake Teakettle Dams; and such services to be at a cost not to exceed \$70,400.00 for Lake Casse Dam, all in accordance with the memorandum of Town Engineer Richard J. Franzetti dated March 11, 2021; and

BE IT FURTHER RESOLVED that Town of Carmel Town Supervisor Kenneth Schmitt, is hereby authorized to sign any and all documentation necessary to authorize the actions contained herein including with respect to any grant application submissions; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

Resolution

Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|---------------|
| Robert Schanil | <u>X</u> | <u> </u> |
| Michael Barile | <u>X</u> | <u> </u> |
| Frank Lombardi | <u>X</u> | <u> </u> |
| Suzanne McDonough | <u>X</u> | <u> </u> |
| Kenneth Schmitt | <u>X</u> | <u> </u> |

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I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the 19th day of **May, 2021**; and of the whole thereof.

May 20, 2021
Dated

Ann Spofford
Ann Spofford, Town Clerk



westonandsampson.com

WESTON & SAMPSON PE, LS, LA, PC
100 South Bedford Road, Suite 340
Mount Kisco, NY 10549
Tel: 914.200.1077

REPORT

June 2022

TOWN OF
Carmel
NEW YORK

SUPPLEMENTAL ENGINEERING EVALUATIONS AND ALTERNATIVES ANALYSIS

Lake Casse Dam
NYSDEC #231-1797



Contract R2019-003 – Amendment 2
W&S Project No. ENG21-0587

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1.0 BACKGROUND/EXISTING CONDITIONS

1.1 Introduction

Lake Casse Dam (NYCDEC #231-1797, National ID #NY01156), also referred to herein as the Dam, is an earthen embankment dam which impounds Lake Casse along an unnamed brook in the town of Carmel in Putnam County, New York. The dam is owned by the Lake Casse Park District and Town of Carmel and operated by the local Lake District. The Dam is located in a suburban, residential area of Carmel within the Town Right of Way for Lake Drive and extends south to the New York Central Railroad right of way for what is now the Putnam Trailway. The dam location relative to surrounding physical features is shown in *Figure 1 – Locus Map* and *Figure 2 – Aerial Photo*. The dam crest supports Lake Drive, a public paved roadway. Lake Casse (the impoundment) is an approximately 35-acre lake primarily used for recreational purposes; additionally, a water supply standpipe is located to the right of the spillway on the upstream side of the dam to provide rural water access for firefighting. According to New York State Department of Environmental Conservation (NYSDEC) records, construction of the dam was completed in 1953.

Our understanding of the dam is based on information presented in the documents listed in *Appendix A – Reference List* and our visits to the site. A plan titled *Dam on Property of Louis Casagrande*, prepared by Roy Burgess, Consulting Engineer and dated May 1953 is available for the Lake Casse Dam. It is unclear whether the plan is design-level or as-built and some of the text on the plan is only partially legible.

Per the NYSDEC Inventory of Dams, Lake Casse Dam is currently classified as an **Intermediate Hazard (Class B)** structure. The most recent engineering assessment for the dam, performed by Woitd Engineering as documented in their September 21, 2018 report (2018 EA report), determined that the overall condition of the dam is “fair” due in part to the presence of trees on the upstream and downstream slopes, and the uncertain condition of the outlet works. NYSDEC issued a letter to the Town of Carmel on February 28, 2019 stating that the dam’s condition rating was found to be “**Unsound – Deficiency Recognized**” based upon the 2018 EA report and that the Town should move forward with removal of existing trees and brush, dam rehabilitation, and preparation of a dam safety application.

As part of a previous project, the Town worked with Weston & Sampson to remove trees from the dam. The trees on the dam were cut down in July 2020, however the tree stumps remain in place.

1.2 Scope and Purpose

The purpose of this report is to summarize our additional engineering assessment for the dam and provide alternatives for its rehabilitation. This report has been completed in general accordance with NYSDEC Division of Water (DOW) Technical and Operation Guidance Series (TOGS) 3.1.4 “*Guidelines for Dam Engineering Assessment Reports*”, TOGS 3.1.5 “*Guidance for Dam Hazard Classification*”, and Title 6 of the New York Code of Rules and Regulations, including Part 673 – *Dam Safety Regulations* and Part 608 – *Use and Protection of Waters*.

Our scope included a review of existing information, visual observation, supplemental bathymetric surveys, subsurface explorations, geotechnical slope stability analyses, inspection of the dam outlets, and preparation of this report documenting the above and providing preliminary recommendations to bring the dam into compliance with current dam safety standards and regulations.

1.3 Existing Conditions

A Weston & Sampson representative visited the site on September 27 and October 7, 2021 to observe and document the existing conditions at the dam. Approximate locations of the features described in the following paragraphs are shown in *Figure 4 – Existing Conditions Plan* and photographs provided in *Appendix B – Photolog*. Right and left directions are referenced in this report as though standing in the impoundment and facing downstream.

The dam is an approximately 690-foot-long earthen embankment with a reinforced concrete drop inlet/overflow structure serving as the spillway. The structural height of the dam is approximately 14 feet and the hydraulic height is approximately 9.5 feet. A low-level outlet (LLO) is reportedly present at the upstream face of the drop inlet structure and its penetration into the drop inlet structure was observed during our CCTV inspection, described in *Section 3* below.

The embankment crest is primarily covered with asphalt concrete (AC) with a guide rail along the upstream side. The crest ranges from approximately 20 to 25-foot-wide and slopes gently from about El. 613 at the left abutment to about El. 611 near the center to about El. 612 at the right abutment. Based upon the 1953 drawing, a 3-foot-deep “puddle clay fill” trench was constructed below the center of the dam. The center portion of the embankment was constructed of “selected fill”.

The upstream and downstream slopes are generally covered with heavy vegetation and contain occasional mature tree stumps and root balls remaining from the previous tree removal work. Wetland vegetation is present along the upstream shoreline. Clusters of boulders were observed on the downstream slope to the left and right of the spillway discharge. The upstream slope is graded at approximately 3.5 horizontal to 1 vertical (3.5H:1V) down to the water line with some localized over steepened scarps at the water contact. Below the water line the upstream slope within the impoundment flattens to about 5H:1V. The downstream embankment slopes generally range from about 3H:1V on the left end, about 1.5H:1V near the middle, to about 2H:1V on the right end.

The reinforced concrete drop inlet structure is located on the upstream slope about 240 feet from the left abutment. A metal grate structure approximately 7 ft square with 1 ft side walls each with approximately 6 ft wide openings and 24 approximately 4.5-inch-square openings on the top is present at the top of the concrete drop inlet. Following the introduction of adult carp into the lake to maintain weeds, the drop inlet was surrounded by an approximately 18 to 24-inch-tall chain link fence around three sides of the structure and extending to shore on the downstream side to keep the carp in the lake at the direction of NYSDEC.

Flow is conveyed from the drop inlet structure via a 48-inch-diameter reinforced concrete outlet pipe to the downstream toe of the dam. The 1953 drawing sheet depicts a concrete headwall at the downstream outlet; however, no headwall nor remnants were observed during our site visits. Boulders have been placed around where the pipe exits the embankment and the last 2 to 3 feet are exposed pipe.

The 1953 drawing notes a 24-inch sluice gate on the upstream side of the drop inlet structure which is presumably a low-level outlet (LLO). The invert of the sluice gate is shown about 16 inches above the bottom of the structure; controls for the gate are not indicated on the drawing. The penetration of the LLO into the drop inlet structure was observed during the CCTV inspection as described in *Section 3* below. From conversations with the lake district dam operator, we understand that the control mechanism for the LLO is on the exterior of the inlet structure and can be operated by lowering a rod into the impoundment to connect to the valve operator. The LLO is reportedly functional. Details of the LLO are unknown as the drop inlet structures could not be accessed during our site visits and no as-built plans exist. The 1953 drawings do not indicate that the LLO pipe extends from the structure into the lake. During the CCTV inspection as described in *Section 3* below, a valve was observed on the interior side of the inlet structure at a higher elevation than the LLO; information on the construction and purpose of this valve is currently unavailable.

A residential property with grades gently rising away from the dam is present at the left abutment. Grades to the right of the dam gently raise toward woodland and residential areas where Lake Drive intersects Fairmont Road. The grades downstream of the dam are relatively level extending to the decommissioned railroad embankment that now makes up a part of the Putnam Trailway, where the embankment rises steeply up to the pathway.

The downstream area of the dam is covered with wetland vegetation between the toe of the dam and the embankment. The outlet stream extends about 40 feet before entering two 24-inch-diameter culvert pipes below the embankment. Based on the survey plan included in the 2018 EA report, the spillway discharge outlet invert is at about 3 feet lower than the inlet inverts to the culvert pipes below the embankment resulting in a standing water between the dam and embankment.

1.4 Survey and General Elevations

Elevations in this report are based upon the Topographic Map included in the 2018 EA report, and the August 2020 Topographic As-Built survey prepared by Line & Grade Surveyors, D.P.C. on behalf of Legacy Supply, LLC as part of the prior tree clearing work. Elevations are reported in feet and are in reference to the North American Vertical Datum of 1988 (NAVD88) as noted by Line & Grade Surveyors, D.P.C.

As part of this project, Weston & Sampson's collected supplemental bathymetric survey data which was added to the August 2020 plan. The compiled data from the surveys are presented in *Figure 4*.

The following is a summary of elevations for specific features of the dam based on our survey and previous survey by others.

| | |
|--|-------------|
| A. Low Point Along Crest of Dam | El. 611.5 ± |
| B. Average Crest Elevation | El. 612.0 ± |
| C. Spillway Design Flood Pool | El. 609.5 ± |
| D. Normal Pool | El. 606.6 ± |
| E. Low Point at Toe of the Dam | El. 596.7 ± |
| F. Spillway Drop Inlet (top of steel grate) | El. 608.4 ± |
| G. Spillway Drop Inlet (top of concrete riser) | El. 606.6 ± |

| | |
|-------------------------|-------------|
| H. Discharge Pipe Inlet | El. 597.6 ± |
| I. Outlet Pipe Invert | El. 596.7 ± |

Note: Discrepancies have been identified between elevations shown on the current Line & Grade Surveyors, D.P.C. survey plan versus previous engineering reports and plans.

1.5 Current Deficiencies

Based on our review of the NYSDEC August 2011 Visual Inspection report, the 2018 EA report, and our recent site visits to the dam, the primary deficiencies at the dam are listed below. Refer to the photographs in *Appendix B* and copies of the 2011 and 2018 reports in *Appendix C – Previous Reports* for more information.

- The chain link fence installed around the spillway inlet to contain the carp in the lake has the potential to collect debris and thereby block discharge.
- Stumps and root balls from mature trees are present along the dam crest and upstream and downstream slopes.
- The upstream and downstream slopes are overly steep in some sections not meeting dam slope stability requirements.
- At the time of our site visit, tall grass was observed along the upstream slope.
- There are no indications, either visually or based on the record documents, that seepage control measures are present at the dam.

2.0 GEOTECHNICAL EVALUATION

2.1 Geologic Setting

We have reviewed available surficial and bedrock geologic map data available from the New York State Geological Survey and New York State Museum and Science Center. The dam is located in an area of poorly sorted, variable texture glacial till deposits. Bedrock in the site vicinity is mapped as biotite-quartz-plagioclase Gneiss with subordinate biotite granitic Gneiss, Amphibolite, and Calcisilicate rock; and biotite granitic Gneiss. No bedrock outcrops were observed at the site during our site reconnaissance.

2.2 Subsurface Explorations

2.2.1 2018 Borings

Two borings (B-1 and B-2) were advanced from the dam crest as part of the 2018 EA report. Copies of these boring logs are included in *Appendix C* and their locations are indicated on *Figure 4*.

2.2.2 2021 Borings

Subsurface conditions at the dam were explored by Weston & Sampson between September 27 and October 1, 2021 by advancing five borings at the approximate locations shown in *Figure 4*. Three of the borings were advanced from the dam crest: B-101(MW) to about 42 feet, B-103 to about 47 feet, and B-105 to refusal at about 26.8 feet Two of the borings were advanced from the toe of the dam: B-102(MW) and B-104 to about 37 feet Following completion of drilling, two of the borings [B-101(MW) and B-102(MW)] were completed as groundwater monitoring wells; the remaining borings were backfilled with grout. Weston & Sampson geotechnical engineering staff monitored boring activities, measured boring locations relative to existing site features, and prepared logs for each boring.

The borings were completed by SoilTesting, Inc. of Oxford, CT using an ATV-mounted drill rig and hollow stem auger drilling methods. Standard penetration tests (SPTs) were conducted in each boring by driving a split spoon sampler with a safety hammer in general accordance with ASTM D1586. Rock coring was not completed. Copies of the boring logs along with the Guide to Subsurface Exploration Logs are included in *Appendix D – Boring Logs*.

2.3 Subsurface Conditions

Subsurface conditions encountered in the borings generally consisted of surficial topsoil underlain by fill, peat, clay, and glacial till, in order of occurrence, to the depths explored. The subsurface conditions encountered in the borings were generally consistent with mapped surficial geology and our knowledge of the site history.

Subsurface soil and groundwater conditions described below have been interpreted based on a limited number of explorations, namely the five borings described above, that were observed by Weston & Sampson. Variations may occur and should be expected between locations. The strata boundaries shown in our boring logs are based on our interpretations and the actual transitions may be gradual. Refer to the boring logs included in *Appendix D* for detailed descriptions of the soil samples collected. The general Unified Soil Classification System (USCS) designation(s) for each stratum is included in the

descriptions below in parentheses. Depths provided below are relative to the existing ground surface at the time of drilling.

Topsoil – About 3 inches of topsoil was encountered at the ground surface in each of the borings.

Fill – Fill was encountered below the topsoil in each boring and extended to depths ranging between 4 and 29.5 feet which corresponds to elevations ranging between about El. 581 and El. 598.5. The fill primarily consists of very loose, fine to coarse sand with little to some non-plastic fines and few to little gravel (SM); very loose to medium dense, poorly graded sand with trace to few non-plastic fines and little gravel (SP, SP-SM); and very soft to very stiff, silt with some sand and trace gravel (ML). Up to trace organic material (roots and wood) was observed in samples from the fill.

Peat – Fibrous peat was encountered below the fill in borings B-102(MW), B-103, and B-104 and extended to depths ranging between 18 and 28 feet which corresponds to elevations ranging between about El. 583 and El. 586.

Native Alluvial Deposits – Alluvial deposits of clay, silt, and sand were encountered below the fill or peat in each of the borings.

- In B-101(MW), B-102(MW), and B-103 the samples were described as very soft to medium stiff lean clay with few to little sand and up to trace gravel (CL) and this stratum was 3 to 6.5 feet thick.
- In B-104 the samples were described as very loose sand with some non-plastic fines (SM), overlying very soft elastic silt with few fine sand (MH), overlying soft lean clay with little fine sand (CL) and this stratum was about 9.6 feet thick.
- In B-105, the samples were described as medium dense sand with little fines and little gravel (SM) and this stratum was about 2.5 feet thick.

West of the outlet conduit in B-101(MW) to B-104, this deposit extends to depths between about 23.5 and 34.5 feet which corresponds to El. 574 to El. 579. East of the outlet conduit in B-105, this deposit extends a depth of about 17 feet which corresponds to El. 593.5.

Glacial Till – Loose to very dense glacial till was encountered in each boring below the alluvial deposits. The glacial till generally consisted of fine to coarse sand with little to some non-plastic and low plasticity fines and few to little gravel (SM and SC). Each boring was terminated in the glacial till. Borings B-101(MW) to B-104 west of the outlet conduit terminated at depths between 37 and 47 feet. Boring B-105 east of the outlet conduit terminated at sampler refusal at a depth of approximately 26.8 feet.

Groundwater – Groundwater was measured in the installed monitoring wells following completion of the drilling as presented in *Table 1* below. We anticipate that groundwater levels will fluctuate with season, variations in precipitation, construction in the area, and other factors. Perched groundwater conditions could exist close to the ground surface, especially during and after extended periods of wet weather.

| Table 1. Groundwater Monitoring Well Readings | | |
|---|--------------------|------------------|
| Reading Date | B-101(MW) Crest | B-102(MW) Toe |
| 9/30/2021 | 6.3 (El. 604.2) | NA |
| 10/01/2021 | NA | 4.6 (El. 597.9) |

Note: Data provided is the measured depth (feet) to water and corresponding elevation (El.).

2.4 Geotechnical Laboratory Test Results

Select soil samples were submitted to Miller Engineering and Testing, Inc. of Manchester, NH for laboratory grain size analyses (ASTM D6913) and Atterberg limit testing (ASTM D4318) to confirm field descriptions and to estimate engineering properties. Laboratory test results are included on the boring logs in *Appendix D* and the laboratory reports are provided in *Appendix E – Geotechnical Laboratory Test Results*.

2.5 Seismic Assessment

As part of the seismic assessment, Weston & Sampson evaluated the liquefaction potential of the soils at the dam. Liquefaction is the sudden drop in shear strength between soil particles that can occur in saturated, cohesionless soils as a result of ground accelerations during a seismic event. In the case of earthen embankments, liquefaction can result in settlement and lateral spreading of the embankment, potentially causing significant damage to dams. Conditions most likely to contribute to liquefaction include a soil matrix containing very loose to loose, uniform medium to fine sand (poorly graded sand) below the groundwater table (saturated condition).

In accordance with the American Society of Civil Engineers standards (ASCE/SEI 7-16), based on the conditions encountered in our subsurface explorations and using a weighted average of SPT blow counts in the upper 100 feet, the subject project was assigned seismic Site Class E.

Based on the online ASCE 7 Hazard Tool, a Seismic Site Class E, a peak ground acceleration (PGA) of 0.152g and a modified PGA (PGA_M) of 0.325g was obtained for the dam's coordinates. PGA_M adjusts PGA for the amplification of earthquake motion as the shear wave propagates upward from the bedrock through the soil embankment.

Based on the conditions encountered in the borings and the corresponding PGA_M , Weston & Sampson estimated that about two-thirds of the embankment fill soils have a factor of safety against liquefaction of about 0.75 Which is less than the target minimum factor of safety of 1.1. This indicates that the soils may liquefy during the design seismic event.

2.6 Slope Stability Analyses

New York State Dam Safety regulations, specifically 6 CRR-NY Part 673.13, require that engineering assessments consider structural stability of dams. The NYSDEC Guidelines for Design of Dams address slope stability for embankment dams and refer to United States Army Corps of Engineers (USACE), Engineer Manual No. 1110-2-1902, "Engineering and Design, Slope Stability", dated October 31, 2003 for specific guidance for stability analyses.

Weston & Sampson evaluated slope stability in accordance with New York State Dam Safety regulations and EM 1110-2-1902 with appropriate emphasis placed on the observed conditions, age, and past performance of the dam and slopes. Slope stability analyses were completed using the computer program Slide2 by RocScience. Spencer's limit state equilibrium analysis method was used to estimate the minimum factor of safety against slope instability for the existing conditions.

2.6.1 Existing Embankment Geometry and Conditions

Our slope stability analyses were completed for two cross sections through the dam at the approximate locations indicated on the plan in *Appendix F*. Information on the model geometry based upon the topographic and bathymetric survey information is indicated on the plan. The subsurface conditions at Section A-A' are based upon conditions encountered in borings B-101(MW) and B-102(MW) and at Section B-B' are based upon conditions encountered in borings B-103 and B-104.

The dam crest supports Lake Drive. Therefore, the static loading conditions analysis includes a traffic surcharge load of 250 psf.

2.6.2 Embankment and Foundation Soil Properties

Engineering properties were assigned to the embankment fill, native soils encountered in the borings, and rip rap to complete our slope stability. Assumed engineering properties are presented in *Table 2* below and are based on the subsurface conditions encountered in our borings, empirical correlations with SPT data, and our experience with similar materials.

| Table 2. Summary of Assigned Engineering Properties | | | | |
|---|-------------------|----------------|--------------------------|-------------------------|
| Stratum | Unit Weight (pcf) | Cohesion (psf) | Friction Angle (degrees) | SHANSEP |
| Existing Fill | 110 | 0 | 29 | NA |
| Peat | 75 | 0 | 40 | NA |
| Clay | 110 | NA | NA | OCR = 1, S=0.25, m=0.75 |
| Glacial Till | 120 | 0 | 34 | NA |
| Rip Rap | 130 | NA | 40 | NA |

2.6.3 Analysis Methods and Factors of Safety

The factor of safety against slope instability is defined as the resisting force divided by the driving force along a failure surface. A factor of safety of 1.0 therefore indicates impending failure. Current dam safety regulations presented in USACE EM 1110-2-1902 require a minimum FOS of 1.5 against slope failure for both the upstream and downstream slopes under static (non-seismic) loading conditions and steady state seepage at the normal water storage elevation; minimum FOS of 1.4 for the surcharge water storage elevation; and minimum FOS of 1.0 for the seismic (pseudo-static) condition.

2.6.4 Analysis Findings

The results of different analysis scenarios for the existing conditions are summarized in the *Table 3*. Refer to *Appendix F* for selected computation results.

| Table 3. Summary of Slope Stability Analyses – Existing Conditions | | | | | |
|--|------------|----------------------------|--------------------------------------|-----------------------------------|--------------|
| Pool Level ¹ | Slope | Loading | Recommended Minimum Factor of Safety | Computed Minimum Factor of Safety | |
| | | | | Section A-A' | Section B-B' |
| Normal | Upstream | Static | 1.5 | 1.77 | 1.72 |
| | | Pseudo-Static ² | >1.0 | 0.85 | 0.91 |
| | Downstream | Static | 1.5 | 1.20 | 2.03 |
| | | Pseudo-Static ² | >1.0 | 0.86 | 1.26 |

Notes:

1. Normal pool elevation in the impoundment is modeled as approximately El. 606.6 (Spillway Drop Inlet - top of concrete riser).
2. The pseudo-static analyses included a horizontal seismic coefficient equal to $0.5 \cdot \text{PGA}_M = 0.163$.

At cross section A-A' and B-B', the existing upstream slope was assessed to have adequate factor of safety in its existing condition during the static normal pool loading condition; but the computed factor of safety is less than the minimum factor of safety for pseudo-static loading conditions.

At cross section A-A', the existing downstream slope was assessed to have a computed factor of safety less than the minimum factor of safety for both static and pseudo-static loading conditions.

At cross section B-B', the existing downstream slope was assessed to have adequate factors of safety for both static and pseudo-static loading conditions.

2.7 Seepage

Following the tree clearing in August 2020, water seepage and saturated soil conditions were observed at the downstream toe between about 75 to 180 feet to the right of the outfall.

2.8 Summary of Results and Recommendations

Based on the results of the analyses discussed in *Sections 2.1 through 2.7*, above, Weston & Sampson recommends modifications to bring the dam into compliance with current dam safety slope stability regulations.

Modifications to increase factors of safety often include buttressing and/or flattening of existing slopes and providing surface protection against erosion by wind, water, ice, and human/animal activity. However, these modifications will not address the presence of the potentially liquefiable embankment fill which should be mitigated by either excavation and replacement of the fill material or in situ ground improvement. The new downstream slope should incorporate a purpose-designed seepage filter and collection system aimed at intersecting and draining the phreatic surface.

3.0 OUTLET INSPECTION AND EVALUATION

3.1 Introduction

On December 2, 2021, Kenyon Pipeline Inspection (KPI) of Queensbury, NY completed cleaning and closed-circuit television (CCTV) inspection of the 48-inch-diameter concrete outlet pipe. KPI cleaned the outlet pipe prior to inspection using water jetting methods. Following cleaning, KPI inspected the outlet pipes using a CCTV camera beginning at the downstream end and moving upstream towards the drop inlet structures. Weston & Sampson staff observed the cleaning and inspection work. CCTV video files were provided to Weston & Sampson digitally as well as hard copies via CD-ROM. A copy of KPI's written report is included in *Appendix G*.

3.2 Summary of Inspection Results

KPI's inspection of the discharge pipe indicated a total length of approximately 75 feet. Due to the presence of standing water at the pipe outlet, a cofferdam was constructed at the outlet and a pump was set in the pipe to facilitate the inspection.

The following items were noted by Weston & Sampson based upon review of the CCTV video and/or the report by KPI.

- In general, the water level in the pipe is about 20 percent of the vertical dimension of the pipe.
- About 40 and 67 feet from outlet, water was observed dripping in from top of pipe
- About 50 feet from the outlet there is a significant sag in the pipe and the water level in the pipe in that area was up to approximately 50 percent of the vertical dimension of the pipe.

3.3 Discussion and Alternatives

The sag in the pipe may result in separation and stress the pipe joints as indicated by the observed leaks from joints near the sag. Additionally, the sag may hinder outflow from the impoundment.

Therefore, we recommend replacement of the existing outlet pipe.

4.0 HYDROLOGIC AND HYDRAULIC ANALYSES

Lake Case Dam is currently classified as an **Intermediate Hazard (Class B)**, small size structure. In accordance with New York State Department of Environmental Conservation Guidelines for Design of Dams, the Spillway Design Flood (SDF) for this dam is 150% of the 100-year storm event.

Weston & Sampson's scope of services did not include a hydrologic and hydraulic analysis for this dam.

The 2018 EA report determined that the existing spillway can pass the SDF with a maximum pool at El. 610.74 which provides 1.06 feet of available freeboard. The analysis assumed an initial water surface elevation of El 607.8 (about 1.2 feet above the top of concrete at the spillway drop inlet structure) which represents the normal summer pool. W&S reviewed this analysis and believes it is generally in accordance with accepted methods and appropriate. The 2019 DEC letter acknowledging this report did not take exception to these findings.

As such, Weston & Sampson's scope of services did not include a hydrologic and hydraulic analysis for this dam.

While the analysis indicates the dam would not overtop and has more than 1 foot of freeboard under the SDF, per Item 6.3.4 of the NYSDEC *Guidelines for Design of Dams*, a secondary means of discharge is required for Class B and C dams. The current discharge from the lake consists of a single drop shaft spillway and outlet pipe. As such a secondary means of discharge is needed. Item 6.4 of the NYSDEC *Guidelines for Design of Dams* precludes construction of an auxiliary spillway over the dam. Therefore, either a surface channel auxiliary spillway would need to be provided at a location beyond the limits of the dam, or a new auxiliary outlet structure and conduit needs to be installed through the dam.

5.0 ALTERNATIVES ANALYSIS AND RECOMMENDED APPROACH

5.1 Deficiencies

Based on the observations and analyses summarized in this report, the overall condition of Lake Casse Dam is considered poor. The dam was found to have several deficiencies as described in *Section 1.5*. Additional deficiencies identified during our evaluation include:

- Seepage,
- Computed factor of safety for slope stability less than the minimum required factor of safety for several scenarios,
- Computed factor of safety for liquefaction less than the minimum required factor of safety, and
- a sag in the outlet pipe.
- Lack of a secondary means of discharge.

5.2 Alternatives for Addressing Dam Safety Deficiencies

Alternatives for addressing deficiencies at Lake Casse Dam are presented in the following sections. The primary objective is to bring the structure into compliance with current Dam Safety Regulations and practice.

5.2.1 *No Action*

In its current configuration, Lake Casse Dam is an **Intermediate Hazard (Class B)** structure hazard structure in poor condition. If not corrected, the condition of the dam will continue to deteriorate, requiring more costly remediation measures in the future, or possible damage to property downstream in the event of dam failure. Compliance with current dam safety regulations is necessary to ensure safe, continued service of the dam. If no action is taken, the NYSDEC may impose additional requirements and fines due to non-compliance. A 'no action' solution does not achieve the goals of the Town of Carmel or the NYSDEC. Accordingly, this alternative was not considered further.

5.2.2 *Dam Removal*

Dam removal would involve lowering the existing impoundment followed by a controlled breach of the dam embankment and restoration of the natural stream channel in the vicinity of the current outfall structure and discharge pipe. The existing drop inlet structure and outlet pipe would be demolished. Following dam removal, there would be little to no impounded water therefore eliminating the need for dam inspections and maintenance. The water level following dam removal will be influenced by the elevation of the culverts below the embankment downstream of the dam. The channel floor and side slopes in the vicinity of the breach would likely need to be armored with stone of sufficient size and angularity to prevent channel erosion during a selected design flood condition. Alternatively, bioengineered solutions to protect the channel may be preferred for aesthetic and wildlife habitat purposes. Much of the current impoundment area would likely become a vegetated wetland or meadow. Additionally, consideration would need to be given to the modified normal and storm-event flows in the stream resulting from dam removal, and any potential effects on downstream properties and resources. Additionally, dam removal requires significant environmental permitting and public review.

We understand the current impoundment is used for recreational purposes such as fishing, boating, and ice skating and a number of residential properties with private docks border the shoreline. Public opposition is probable due to the loss of the impoundment as a recreational resource. Additionally, the existing impoundment may influence nearby drinking water wells if nearby homes use well water. Dam removal is likely to have significant impacts on the ecology of the area. A historical review of the site would be recommended to determine the type and expanse of wetland resources present at the site prior to dam construction. This would likely require additional pond bathymetry to assess the original pond area and stream inlet and outlet channels.

Advantages:

- Advantages to dam removal include eliminating liability associated with dam ownership as well as eliminating the need for long-term maintenance of the dam and operational effort and cost, including that of recurring dam inspections and engineering assessments.
- Advantages also include restoration of the original stream and associated wetland areas to their natural state. There are several State and Federal agencies that advocate and provide funding for dam removal. Opportunities for funding would need to be evaluated during the design and permitting process.

Disadvantages:

- The reservoir as an open water recreational resource would be lost. Public opinion regarding dam removal would likely be mixed. Dam removal would reduce the liability and maintenance costs. However loss of the impoundment also means loss of recreational opportunities and potential affects to nearby property values.
- The impact of dam removal to nearby public and private groundwater supply wells has not been assessed. This issue would need to be evaluated as part of the dam removal design.
- A culvert or bridge will be required across the breach in the dam to support the road.
- A full environmental impact evaluation could be required to identify the extent and cost of environmental impacts associated with dam removal.

It is our opinion that the probable range of design, permitting and construction costs to implement this option is between \$1,000,000 and \$1,600,000. This estimate is based upon our recent experience on other similar projects. Cost are highly dependent on timing of construction, global supply chain issues, and market climate at the time of bidding. This estimate includes a plus 50% range due to the current highly volatile supply chain and market issues.

5.2.3 Dam Rehabilitation

Based on our evaluations, as described above, the most practicable and cost-effective way to bring Lake Casse Dam into compliance with NYSDEC Dam Safety Regulations and current dam safety practice is to make improvements to the earthen embankment and spillway based on the analyses described earlier in this report.

The following alternatives were considered:

1. **Slope regrading:** This alternative would address the seepage, inadequate slope stability factors, and the liquefaction potential of the existing embankment soils. The geometry of the dam slopes would be designed so that the factors of safety against slope instability during static and pseudo-static conditions to meet or exceed those required by ODS. A limited excavation through the embankment for replacement of the existing outlet pipe and construction of an auxiliary would likely be recommended as part of this alternative.
2. **Sheet pile cut-off wall:** This alternative would address the seepage issue by installing a sheet pile cut-off wall through the embankment into the underlying foundation soils near the top of the upstream slope. Should a slope failure occur due to liquefaction of the embankment soils, the wall will retain the impoundment until the slope can be repaired. Since sheet piles cannot be installed through the existing discharge pipe, replacement of the existing outlet pipe and construction of an auxiliary spillway within a limited excavation through the embankment would likely be recommended as part of this alternative.
3. **In situ ground improvement:** This alternative would address the seepage, inadequate slope stability factors, and the liquefaction potential of the existing embankment soils. The ground improvement system would be designed to increase the density, strengthen, and reduce the permeability of the loose embankment fill. Ground improvement methods for this project include grouted compacted stone columns, compaction grouting, and permeation grouting. Since ground improvement cannot be performed through the existing discharge pipe, replacement of the existing outlet pipe and construction of an auxiliary spillway within a limited excavation through the embankment would likely be recommended as part of this alternative.
4. **Excavate and replace the embankment:** This alternative would address the deficiencies described herein through replacement of the existing potentially liquefiable embankment fill, removal of the underlying peat, construction of a new inlet structure and discharge pipe, and installation of an auxiliary spillway. However, this would require closure of the roadway and draining of the lake during construction.

Non-monetary factors such as aesthetics and construction phase impacts to the community are expected to be significant considerations in identifying the preferred solution. These alternatives should be further evaluated during the design and permitting process based upon input from the Lake association and town.

In addition to the alternative presented above, the following items should also be addressed as part of the rehabilitation.

Although mature trees and brush were previously cut to within about 1 foot of the ground surface, some large stumps remain within the dam embankment. Existing stumps and their associated root systems should be removed from the dam embankment and within 20 feet of the embankment to reduce the risk of loss of embankment section and potential embankment failure. Resulting voids and excavations from stump and root system removal should be backfilled with compacted granular fill. Additionally, animal burrows and voids on the dam should be backfilled with compacted granular fill.

The drop inlet spillway intake structures is surrounded by a chain link fence and covered with a steel plate which are susceptible to clogging with debris and vegetation. We recommend replacing the top of the inlet structures with a concrete box structure with overflow weir sections on the sides and a solid top. The weir opening should include integral trash racks. The design of the trash rack should consider containment of grass carp which are used to control weeds in the lake.

Permitting for the proposed dam rehabilitation would include at a minimum preparing and submitting a NYSDEC Protection of Waters Permit application to the NYSDEC Dam Safety Section. We would need to further evaluate the level of permitting required by the Army Corps of Engineers and the other entities.

Advantages:

- The rehabilitated dam would comply with dam safety regulations and current dam safety practice.
- The impoundment would be retained as a recreational asset.

Disadvantages:

- Continued periodic inspections and maintenance per NYSDEC regulations will be required.

The installation of a sheet pile wall is anticipated to be the least invasive approach from a construction perspective. Based on our experience with similar dam rehabilitation projects, the estimated range of costs for design, permitting and construction of this alternative is between \$2,300,000 and \$3,500,000. Costs are highly dependent on timing of construction, global supply chain issues, and market climate at the time of bidding. This estimate includes a plus 50% range due to the current highly volatile supply chain and market issues.

5.3 Recommended Alternative

Dam rehabilitation is likely the best option as it allows the Town of Carmel to retain the impoundment as a recreational resource, fully addresses the dam safety deficiencies, and has limited impact to the surrounding landscape and ecology as compared to dam removal. Dam removal when compared to dam rehabilitation would likely require a more significant permitting effort, additional impact studies, a more lengthy review period by regulatory agencies, and is more likely to encounter local opposition.

The proposed rehabilitation alternative will have to specifically address the liquefaction potential and slope stability during the design earthquake event. We recommend conducting additional subsurface information in the form of Cone Penetrometer Tests (CPT) at the dam to directly measure the site-specific soil friction angle, cyclic resistance ratio (CRR), and small-strain shear wave velocities for more detailed liquefaction potential and slope stability analyses. Depending on the additional exploration findings, the liquefaction potential and slope stability condition may improve, potentially resulting in significant project cost savings. Therefore, the recommended rehabilitation alternative should be selected following the additional site information and updated analyses.

5.4 Additional Information for Detail Design

There are several items that will need to be further developed during detail design. These items may include, but not be limited to:

- Performing additional field explorations to directly measure the soil friction angle, cyclic resistance ratio (CRR), and small-strain shear wave velocities.
- Determining the level of permitting effort required for dam rehabilitation.
- Collecting additional data, as needed, to satisfy permitting requirements, such as tree counts, evaluation of wetland replication areas, etc.
- Performing additional explorations to assess topsoil thicknesses on the embankment slopes and to obtain samples of embankment materials for use in designing the mineral filter.
- Evaluating construction access and identifying potential staging areas.

5.5 Summary and Project Schedule

This evaluation examined the existing conditions of Lake Casse Dam with a review of existing information, visual inspection, site topographic and bathymetric survey, outlet cleaning and CCTV inspection, subsurface investigations and preliminary engineering analyses, as well as an analysis of the dam hydraulics. Deficiencies were identified and documented, and an alternatives analysis was conducted, which identified a suitable method for rehabilitating Lake Casse Dam.

The schedule for design, permitting, and dam rehabilitation will be dependent on availability of Town of Carmel funding. *Table 4* below presents a reasonable expected schedule for dam rehabilitation assuming the Town of Carmel proceeds with the project and funding is available.

| Table 4. Proposed Schedule | |
|--|---------------------------------|
| Event | Estimated Timeframe |
| Town of Carmel Alternatives Review & Design | Summer 2022 |
| Collecting additional subsurface data and Final Design | Summer 2022 through Spring 2023 |
| Project Bidding/Award | Summer 2023 |
| Project Construction | Fall/Winter 2023 |

6.0 LIMITATIONS

We have prepared this report for use by the Town of Carmel for the subject project and this site only. The data and report can be used for estimating purposes, but our report, conclusions, and interpretations should not be construed as a warranty of the subsurface conditions and are not applicable to other sites. Subsurface conditions indicate soil conditions only at specific locations and only to the depths penetrated. They do not necessarily reflect subsurface conditions that may exist between exploration locations. If subsurface conditions differing from those described are noted during excavation and construction, reevaluation will be necessary.

This report has been prepared solely for the purpose of preliminary evaluation and analyses of conceptual-level alternatives to address existing dam deficiencies. This is not a design-level report and should not be construed as such. Within the limitations of scope, schedule, and budget, our services have been executed in accordance with generally accepted practices in this area at the time this report was prepared. No warranty or other conditions, expressed or implied, is given.

July 18, 2022
Revised November 17, 2022

Mr. Richard J. Franzetti, P.E., BCEE
Town Engineer
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

**Re: Revised Proposal for Additional Explorations and Assessment
Lake Casse Dam
Carmel, New York**

In accordance with your request, Weston and Sampson, PE, LS, LA, PC (Weston & Sampson) is pleased to provide this revised proposal for a seismic assessment for Lake Casse Dam (NYCDEC #231-1797, National ID #NY01156) in Carmel, NY. Our understanding of the project is based on our recently completed Supplemental Engineering Evaluation and Alternatives Analysis and our recent discussions.

BACKGROUND

Lake Casse Dam, also referred to herein as the Dam, is an Intermediate Hazard (Class B), 14-foot-high earthen embankment dam which impounds Lake Casse along an unnamed brook in the Town of Carmel in Putnam County, New York.

As part of Weston & Sampson's recent supplemental engineering assessment, we advanced borings with standard penetration testing (SPT) which identified loose embankment fill overlying peat. Based upon the guidance provided in the American Society of Civil Engineers standards (ASCE/SEI 7-16) and the standard penetration test (SPT) data from the soil borings, the site was assigned seismic Site Class E. When the corresponding pseudo static loads are applied to our analyses, the assessment indicated that the embankment fill soils are potentially liquefiable and slope stability factors of safety are less than the minimum required.

We understand that the Town and Lake Casse Park District prefers to retain the impoundment as a recreational resource, and therefore prefers rehabilitation of the dam over its removal. The rehabilitation will have to specifically address the liquefaction potential and slope stability during the design earthquake event. We therefore recommend conducting additional subsurface explorations for more detailed liquefaction potential and slope stability analyses.

PROJECT APPROACH

Our scope herein includes the following:

- Collect additional subsurface information by performing cone penetrometer testing (CPT) with a geophone sensor to directly measure the site-specific soil friction angle, cyclic resistance ratio (CRR), and small-strain shear wave velocities. We propose to advance a total of three (3) CPT profiles from the dam crest: one to about 75 feet and two to about 50 feet or to refusal whichever

is shallower; and advance one (1) CPT to about 30 ft at the toe. The holes will be grouted from the bottom up following the CPT profiling.

- Collect surficial soils from hand excavation for filter material compatibility testing.
- Submit soil samples that were collected from the recent geotechnical borings for gradation analysis.
- Prepare a letter report summarizing our findings.

These scope items are further described below.

SCOPE OF GEOTECHNIAL SERVICES:

Our specific scope of services will include the following items:

1. Visit the site to observe surface features exposed at the ground surface, assess site access for subsurface explorations, and mark out proposed CPT locations.
2. Engage a drilling subcontractor to advance the CPT profiles described above. Weston & Sampson will observe the explorations in the field and note soil and groundwater conditions encountered, and document exploration locations. We anticipate the CPT profiles can be completed in **one (1) workday**. Adjustment to the number and depth of profiles could be required depending on actual conditions encountered. Any adjustments, and the reason for the adjustment, will be reported to you before the drill rig leaves the site.

Our drilling subcontractor will contact UDig New York to “mark” below-grade public utilities in public streets and easements in the project area. As this service is limited to public utilities in public easements, we will need someone with knowledge of any private on-site utilities to approve proposed boring locations.

Drilling involves inherent risks such as potential damage to subsurface utilities. If desired, and for an additional fee, we can subcontract with a private utility locator to clear boring locations. Private utility location may reduce but not eliminate the risk associated with drilling.

We have assumed that traffic control will entail signs, cones, and one flagman.

3. Engage a surveyor to set 2 control points outside the anticipated limits of rehabilitation construction; confirm the elevation of several features at and downstream of the dam, and locate the CPT profile locations. The survey shall be tied to state plane and the North American Vertical Datum of 1988 (NAVD88).
4. We will hand excavate up to three (3) test pit locations and collect soil samples of the surficial embankment material for gradation testing.
5. We will retain a geotechnical testing laboratory and coordinate the submission of soil samples collected from the hand excavations and the September 2021 geotechnical borings for laboratory testing. We will submit *18 samples* for grain size distribution analyses.

6. Weston & Sampson will prepare a letter report which will include the following items as applicable:
 - a. Descriptions of the site conditions and subsurface exploration program.
 - b. Site plan showing approximate CPT locations.
 - c. CPT report provided by the drilling subcontractor and laboratory test results.
 - d. Updated seismic Site Class based upon the driller's CPT report, soil liquefaction potential, and slope stability analyses of the existing condition and previously developed potential modified cross sections.

Additional Field Work Related Assumptions:

- We assume vacuum excavation and private utility location are not requested.
- Access to the site will be provided by others. Our drilling subcontractor will obtain a highway permit; we have assumed that the fee for the permit will be waived and a bond is not required. Clearing, snow removal or other costs associated with site access are not required and have not been included.
- Location of completed borings will not be surveyed and will be approximate. Elevations will be interpolated from the topographic plan provided by the design team.
- Restoration of areas disturbed as a result of our fieldwork, including any depressions caused by the drill rig, is not included, beyond backfilling the test borings with cuttings and patching at the surface using asphalt cold patch. We will strive to minimize impacts to landscaped areas where possible. We assume Terra mats are not required to protect the surface from disturbance caused by the drill rig.
- Environmental characterization, environmental services, or drumming of spoils are not included.
- The exploration program, including the number of days of drilling, and number of laboratory samples are estimated based on our current understanding of the project and the general subsurface conditions anticipated for the site. The exploration program may need to be adjusted based on actual conditions encountered, such as shallow bedrock, or thick deposits of loose or compressible materials. We will contact you of changes to the exploration program requiring additional drilling days (if any) while driller is on site to discuss the situation with you and revise our scope, schedule, and fee estimate accordingly.

PROJECT COSTS

We propose to complete the scope of services described herein above for a not-to-exceed cost of **\$43,000** which includes all labor, equipment, materials, and expenses.

PAYMENT

Weston & Sampson proposes the following payment terms:

- Direct labor will be billed as accrued at 2.2 times the cost of salaries and direct expenses will be billed at 1.1 times cost.
- Survey will be conducted using prevailing wages.
- Site access improvements such as snow removal, or other access improvements are not included.

SCHEDULE

We will coordinate our field activities with input from the Town, and keep the Town informed of our progress. We are prepared to commence work immediately upon authorization and anticipate completion of field activities and issuance of the draft report of findings within 4 months of notice to proceed.

LIMITATIONS

Weston & Sampson's services are intended to provide professional recommendations based on a limited number of field observations and tests, and may depend on, and be qualified by, information gathered previously by others and provided to Weston & Sampson by others. It is possible that conditions could vary between or beyond the data evaluated. More detailed and extensive studies and subsurface explorations will yield more information, which may help manage risk of unknown conditions. Within the limitations of scope, schedule and budget presented herein, our services will be executed in accordance with the generally accepted practices in this area at the time of the work. No warranty, expressed or implied, is given.

Weston & Sampson does not accept any responsibility for disruptions to underground structures or utilities which have not been marked. We can provide the services of a private utility locator and/or soft-dig (air-knife) for an additional fee.

This proposal is prepared specifically for the client and its designated representatives and may not be provided to others without Weston & Sampson's expressed permission.

GENERAL TERMS & CONDITIONS

Weston & Sampson's services will be provided as described herein and in accordance with our previously approved Term's & Conditions under our prior Dam Rehabilitation Agreement.

Thank you for inviting us to submit this proposal. We look forward to assisting you with this project. If you have any questions, please contact me at (978) 532-1900 (ext. 6501) or stonec@wseinc.com.

Sincerely,
WESTON & SAMPSON, PE, LS, LA, PC



Carl W. Stone, PE BCEE
Senior Technical Leader

CC: T. Fuselier W&S
J. Budrow W&S

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#); [Maxwell, Mary Ann](#)
Subject: RE: 11-29-22 FW: Lake Casse - revised proposal
Date: Tuesday, November 29, 2022 11:53:23 AM
Attachments: [image001.png](#)

Rich,

There is sufficient funding for this proposal.

Donna Esteves

Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Tuesday, November 29, 2022 11:23 AM
To: Maxwell, Mary Ann <mam@ci.carmel.ny.us>; Esteves, Donna <de@ci.carmel.ny.us>
Subject: 11-29-22 FW: Lake Casse - revised proposal

The revised proposal is attached. Amount is 43K. DO we have enough to fund this? Please advise as I will have to get a memo to the Board by Thursday AM.

Richard J. Franzetti. P.E, BCEE
Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541
Phone - (845) 628-1500 ext 181
Fax – (845) 628-7085
Cell – (914) 843-4704
rjf@ci.carmel.ny.us

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From: MacGregor, Jennifer <MacGregor.Jennifer@wseinc.com>
Sent: Monday, November 21, 2022 9:49 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Cc: Stone, Carl W. <stonec@wseinc.com>
Subject: Lake Casse - revised proposal

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recognize the sender and know the content is safe.

Rich – per our discussion on-site last week, attached is our revised proposal for the CPT field work and summary memo for the Lake Casse dam. Per your request we have reduced the scope and associated fee to \$43,000.

Please let me know if you have any questions or comments.

Jennifer MacGregor, P.E.

TECHNICAL LEADER

direct: 781-909-4025

cell: 978-604-4513



Weston & Sampson

55 Walkers Brook Drive, Suite 100 | Reading, MA 01867

tel: 978-532-1900

westonandsampson.com

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*Richard J. Franzetti, P.E.
Town Engineer*



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: November 14, 2022

Re: R2020-001 Professional Planning Consulting Services
Renewal Recommendation to TB

As the Board is aware, Request for Proposals (RFPs) were solicited for the referenced services on January 15, 2020.

The contract was awarded to Cleary Consulting. The contract term was from January 1, 2021 to the December 31, 2021 with the unilateral option on the part of the Town of Carmel to extend the term for two (2) additional one (1) year periods (2022 and 2023) respectively. For your reference a copy of the March 16, 2020 memorandum requesting to award the contract is attached. Note it does not include the RFP as an attachment.

Cleary Consulting services has adequately serviced the Town of Carmel's Planning Board. We therefore recommend that the Town Board exercise its option to renew the contract commencing on January 1, 2023 for a period of one (1) year.

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

**RESOLUTION EXERCISING OPTION TO EXTEND CONTRACT
FOR PLANNING CONSULTING SERVICES**

RESOLVED that the Town Board of the Town of Carmel hereby exercises its option to extend the contract with Patrick Cleary of Cleary Consulting, Northport, NY, for the provision of planning consulting services to the Town of Carmel, for a period of one (1) year commencing January 1, 2021 and concluding December 31, 2021, at an annual sum not to exceed \$60,000.00; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates in form and content satisfactory to counsel, Supervisor Kenneth Schmitt is authorized to execute a contract for said services and any other documentation necessary to accept the aforementioned proposal.

Resolution

Offered by: Councilwoman McDonough
 Seconded by: Councilman Lombardi

| <u>Roll Call Vote</u> | <u>YES</u> | <u>NO</u> |
|-----------------------|------------|---------------|
| Robert Schanil | <u>X</u> | <u> </u> |
| Michael Barile | <u>X</u> | <u> </u> |
| Frank Lombardi | <u>X</u> | <u> </u> |
| Suzanne McDonough | <u>X</u> | <u> </u> |
| Kenneth Schmitt | <u>X</u> | <u> </u> |

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I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the 15th day of **December, 2020**; and of the whole thereof.

December 16, 2020
Dated

Ann Spofford
Ann Spofford, Town Clerk



Richard J. Franzetti, P.E.
Town Engineer

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

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

MEMORANDUM

To: Carmel Town Board

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

Date: March 3, 2020
Revised March 16, 2020

Re: Professional Planning Consulting Services - RFP 2020-001

Request for Proposals (RFPs) were solicited for the referenced services on January 15, 2020. A copy of the RFP along with the proposer list and New York State Bid Net Solicitation Document report are attached. The request was to engage the services of a professional planning consultant to support Planning, Building, and Engineering Department staff in the review of residential, commercial and redevelopment applications and providing recommendations for the Town's Planning Board, Zoning Board of Appeals, and Town Board, as required.

The RFP identified that the contract would be effective for 21 months (remaining portion of calendar year 2020, and entire calendar year of 2021) from April 1, 2020 to December 31, 2021 with the unilateral option on the part of the Town of Carmel to extend the term for two (2) additional one (1) year periods (2022 and 2023) respectively.

The scope of work identified in the RFP is as follows:

1. Attendance and presentations at Planning Board meetings. These are scheduled two (2) times a month on the first and third Wednesday of the month
2. Attendance at Zoning Board of Appeals and Town Board meetings, as requested.
3. Make appropriate presentations before the Planning Board at each meeting, and the Zoning Board of Appeals, and /or Town Board upon request or as needed.
4. Review, research and make written recommendations on all site plans, special uses, subdivisions, land divisions, plats, site condominiums, re-zonings and other related matters prior to action by the Planning Board and/or Town Board.
5. Prepare documentation which includes, but is not limited to, the following:
 - a. Code conflicts from applications submitted to the Planning and other departments,
 - b. Determination of Completeness
 - c. New York State Environmental Review Quality Act (SERQA) Determinations, Findings, Public Hearing Notification
 - d. Correspondence, memoranda, and special reports; and
 - e. Resolutions
6. Review plans and accompanying documentation for compliance with the Town Planning and Zoning Ordinances, State Planning, Zoning and Subdivision Laws, and SEQRA. They will also apply their knowledge of the principles of good planning practice to their assigned projects

March 16, 2020

Professional Planning Consulting Services - RFP 2020-001

7. Advise, assist and coordinate with the Planning Board, Zoning Board of Appeals, Town Board, Town Engineer, Attorney and/or Town officials in matters dealing with State laws or ordinances, procedures or practices relating to planning, zoning and development.
8. Prepare Town Ordinance Text Amendments as requested.
9. Be available for routine questions from the public regarding planning or procedural issues.
10. Work with the Planning Board and Town Boards on periodic reviews of the comprehensive plan update and code revisions.
11. Provide specialized planning services as requested. (i.e. Parks and Recreation, etc.)
12. Provide regular office hours in Town Hall to conduct pre-submission meetings with applicants and to coordinate directly with Town staff.

The RFP required that proposers provide a total cost with a proposed budget for the work.

Proposals were received by the Engineering office on February 21, 2020 and four (4) firms submitted. Two firms Hardesty and Hanover (H&H) and Cleary Consulting (Cleary) provided lump sum costs within 16% of each other for 2021. Two (2) were considered to be un-responsive to the RFP - Kellard and Sessions (K&S) and Nelson Pope and Voorhis (NPV) as they did not provide pricing for all services and provided either time and material (K&S) or a combination of retainer and time and material (NPV) A copy of the RFP evaluation form is attached

The Town Board at their March 11, 2020 meeting requested that total costs for the work outlined in the RFP be obtained from both NPV and K&S. Both firms provided a response to the request as provided in the attached. A more detailed analysis of the proposals is as follows:

Both H&H and Cleary initially provided a lump sum for the services and NPV provide a lump sum per the March 11, 2020 as follows:

| | Cleary | NPV | H&H |
|-------------------|-------------|-------------|-------------|
| Remainder of 2020 | \$45,000.00 | \$45,000.00 | \$70,000.00 |
| 2021 | \$60,000.00 | \$60,000.00 | \$70,000.00 |
| 2022 | \$60,000.00 | \$60,000.00 | \$70,000.00 |
| 2023 | \$60,000.00 | \$60,000.00 | \$70,000.00 |
| Average Rating | 99.0 | 97.0 | 87.4 |

K&S did not provide an estimate for this work and provided the following explanation:

“While we are appreciative of the Town Board’s request for additional information regarding our costs, we cannot provide a lump sum figure for all planning related services without some limitations or qualifiers as there are just too many unknowns such as the number, type and complexity of projects to be reviewed, extent of local laws and code amendments to be prepared, etc. Not knowing what lays ahead makes determining total costs difficult. Also, having pulled your memo to the Town Board from the Town’s website, which includes costs from the four (4) consultants that responded, we feel it would be unfair to the other firms involved if we presented our costs at this time.”

Based on our evaluation of relative costs and proposed scope of work we recommend that the Contract be awarded to Cleary Consulting as the most responsive firm to the Town's needs for this project.

We have advised the Comptroller’s office of this expenditure and per the attached there are sufficient funds in budget for this work as described.

From: [Craig Paeprer](#)
To: [Franzetti,Richard](#)
Cc: [Craig Paeprer](#)
Subject: Re: 11-10-2022 - Planning Services
Date: Friday, November 11, 2022 7:17:10 AM

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Rich,

I am very satisfied with Pat Cleary's performance. Pat is leading the Planning Board and we review our Revitalization Plan for the town, Pat's broad knowledge base of other Towns and Villages is very important to accomplish this.

Please extend Pat Cleary's contract.

thank you

Craig Paeprer

On Thu, Nov 10, 2022 at 10:14 AM Franzetti,Richard <rjf@ci.carmel.ny.us> wrote:

Chairman Paeprer

Per the attached the town has two (2) unilateral additional one year options. Please advise if you are satisfied with Pats performance and would like for him to continue to provide planning services? I will request this form the Board at the November/December work session

Richard J. Franzetti. P.E, BCEE

Town Engineer

60 McAlpin Avenue

Mahopac, New York 10541

Phone - (845) 628-1500 ext 181

Fax – (845) 628-7085

Cell – (914) 843-4704

rjf@ci.carmel.ny.us

From: [Patrick Cleary](#)
To: [Franzetti, Richard](#)
Subject: Re: 10-14-2021 - Town of Carmel Planning Services
Date: Thursday, November 10, 2022 11:06:15 AM
Attachments: [PastedGraphic-11.tiff](#)

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.

Rich - Yes, please add the extension to the November/December work session.

Thank you
Pat

Patrick Cleary, AICP, CEP, PP, LEED AP



Planning & Environmental Services

P - 631-754-3085
email - cleary@optonline.net
www.clearyplanning.com

On Nov 10, 2022, at 10:14 AM, Franzetti, Richard <rjf@ci.carmel.ny.us> wrote:

Pat

Per the attached the town has two (2) unilateral additional one year options. Are you still interested in performing planning services? I will request this from the Board at the November/December work session

Richard J. Franzetti. P.E, BCEE
Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541
Phone - (845) 628-1500 ext 181
Fax - (845) 628-7085
Cell - (914) 843-4704
rjf@ci.carmel.ny.us