

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

KATHLEEN KRAUS
Receiver of Taxes

MICHAEL A. BARILE
Town Councilman
FRANK D. LOMBARDI
Town Councilman
ROBERT S. SCHANIL, JR.
Town Councilman

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

TOWN BOARD WORK SESSION
Thursday, February 13, 2020 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

Town Board Work Session:

- Review of Town Board Minutes, February 5, 2020
- 1. Michael Carnazza, Building and Codes Enforcer – Consider Request to Authorize Return of Interpretation Fee – Leslie and Ernest Palmieri (\$300)
- 2. Glenn Droese, Town Assessor – Consider Request to Authorize Renewal of Agreement for Pictometry Services
- 3. Mary Ann Maxwell, Town Comptroller – Consider Request to Attend NYSGFOA Conference, April 1st to 3rd, 2020 (\$200 per member plus lodging) – Mary Ann Maxwell, Town Comptroller and Michelle Tenefrancia, Senior Account Clerk II
- 4. Anne Pasquerello, Supervisor's Office – Consider Request to Accept Proposal for Renewal of Agreement - CivicPlus (dba Virtual Town Hall Holdings, LLC) for Town of Carmel Website Hosting, License and Service Agreement
- 5. Richard Franzetti, PE, Town Engineer – Acknowledging Payment of Emergency Repairs/Services – CWD#8, CWD#2, CSD#2, Lighting in Carmel Police Department Parking Lot
- 6. Richard Franzetti, PE, Town Engineer – Lake Casse, Teakettle Upper & Lower Dam Rehabilitation Consider Request to Bond Work for Maintenance of Dams
- 7. Michael Simone, Highway Superintendent – Consider Request to Authorize Advertise for Bids for 2020 Miscellaneous Spring Supplies and Materials
- 8. Michael Simone, Highway Superintendent – Discussion of Crane Service Cost for the Diesel System Upgrade to Move Old Diesel Tank
- 9. Michael Simone, Highway Superintendent – Acknowledging Emergency Purchase of Transfer Case for Truck # 49
- 10. Deputy Supervisor McDonough - Consider Resolution Requesting Amendments to New York State's Criminal Justice Reform
- 11. Justice Court – Consider Request to Authorize Resolution Noting Justice Court and Docket for Calendar Year 2019 Records Have Been Duly Examined

12. James Gilchrist, Director of Recreation and Parks – Consider Request to Authorize Purchase of Skate Park Equipment to Replace the Old and Obsolete Skate Park Equipment

- **Public Comment (Three (3) Minutes on Agenda Items Only)**
- **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

Executive Session:

1. Gregory Folchetti, Town Legal Counsel - Upper and Lower Teakettle Dams – Mahopac Dam – Pending Litigation
2. Gregory Folchetti – Pending Litigation Update
3. Police Chief Michael Cazzari – Contractual Renewal of Services – Mutual Aid Plan

Michael G. Carnazza
Director of Code Enforcement



(845)628-1500
Ext. 170

60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Supervisor Kenneth Schmitt
Town Board. *MS*

From: Michael Carnazza, Building Inspector

Date: January 22, 2020

Re: Return ZBA Interpretation Fees for Palmieri/Lutkenhaus

Please be advised that the application for interpretation of Zoning Code for the above mentioned applicant was withdrawn. The applicant requested a return of the \$400.00 fee.

There is a \$100.00 fee for return of withdrawing an application in the fee schedule (to cover the work done by the office staff).

I request that the Town Board return the fee of \$300.00 (\$400 less the \$100 fee) to:

Leslie & Ernest Palmieri
10 Barlow Ct.
Amawalk, N.Y. 10501

Thank you,

Carnazza, Mike

From: cmsmailer@civicplus.com on behalf of Contact form at Carmel NY
<cmsmailer@civicplus.com>
Sent: Wednesday, January 22, 2020 10:07 AM
To: Carnazza, Mike
Subject: [Carmel NY] Interpretation (Sent by Ernie Palmieri, erniepalmieri7@gmail.com)

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.

Hello mcarnazza,

Ernie Palmieri (erniepalmieri7@gmail.com) has sent you a message via your contact form (<https://www.ci.carmel.ny.us/users/mcarnazza/contact>) at Carmel NY.

If you don't want to receive such e-mails, you can change your settings at <https://www.ci.carmel.ny.us/user/66/edit>.

Message:

Dear Mr. Carnazza,

My husband Ernie and I had asked for an "interpretation" for a property we wanted to purchase. In the meantime, we did find and put an accepted bid on another house in Carmel. We no longer need to pursue the "interpretation". Is it possible to return all or part of our \$400. fee? Thank you so much for all your work in this area. Your office was so kind in helping me file the paper work. Please pass along my thanks.

Leslie & Ernest Palmieri

From: [Droese, Glenn](#)
To:
Cc: FW: Pictometry CONNECT™ Aerial Photography (Eagle View)
Subject: Friday, January 24, 2020 12:34:35 PM
Date: [NY Town of Carmel Pictometry Agreement_1-23-20.pdf](#)
Attachments: [Town of Carmel, NY 3in, 2 over 6.pdf](#)

Hi Anne - The last Pictometry proposal I sent you was due to expire on 1/31/2020 before the 2/13 work session so I requested an extension. The attached quote expires 3/31/2020 with no change in price. Suzi had also asked me to have them include more details for which they have supplied me with their full agreement – attached also. Please replace the 2/13 agenda item with these attachments.

Town Board - I do see in the full agreement that it includes a cost of \$2,499 for their Future View Advanced Training which is included twice. Once for each 3 year project. This cost is for hotel, airfare, and training which is this year being held in Phoenix Arizona. Let me know if you would want me or another town employee to attend this type of training? This could be removed from the agreement.

Thank you,

Glenn A. Droese
Assessor
Town of Carmel
60 McAlpin Ave.
Mahopac, NY 10541
Phone: (845) -628-1500

From: Maxwell, Mary Ann
Sent: Monday, January 13, 2020 3:58 PM
To: Droese, Glenn <gad@ci.carmel.ny.us>
Subject: RE: Pictometry CONNECT™ Aerial Photography (Eagle View)

Yes the funds are available in the Assessor Consulting Services line to pay the annual cost of \$10,750.33.

Thanks....Mary Ann

From: Droese, Glenn
Sent: Monday, December 23, 2019 4:03 PM
To: Maxwell, Mary Ann <mam@ci.carmel.ny.us>
Subject: FW: Pictometry CONNECT™ Aerial Photography (Eagle View)

Hi Mary Ann,

Just checking in again to see if the funds are available?

Thanks,

Glenn A. Droese
Assessor
Town of Carmel
60 McAlpin Ave.
Mahopac, NY 10541
Phone: (845) -628-1500

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 TOWN OF CARMEL, NY (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
60 McAlpin Avenue	25 Methodist Hill Drive
Mahopac, NY 10541	Rochester, NY 14623
Attn: Glenn Droese, Assessor	Attn: General Counsel
Phone: (845) 628-1500	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
TOWN OF CARMEL, NY	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER #
C11064549

BILL TO
Town of Carmel, NY
Glenn Droese, Assessor
60 McAlpin Avenue
Mahopac, NY 10541
(845) 628-1500
gad@ci.carmel.ny.us

SHIP TO
Town of Carmel, NY
Glenn Droese, Assessor
60 McAlpin Avenue
Mahopac, NY 10541
(845) 628-1500
gad@ci.carmel.ny.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A139046	jdono	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
59	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10% - Long Term Incentive Discount)	\$23,895.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions: Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$4,950.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
59	Tiles - Standard (3in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$590.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
59	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$118.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00

1	E-911 Interface - Unlimited seats in one PSAP	Perpetual License. Product enables system interface but does not cover the actual integration. Licensee must engage third party to provide this integration. Applicable Terms and Conditions: Order Form	\$5,000.00	\$0.00 (100%)	\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL – FIRST PROJECT					\$32,251.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
59	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10% – Long Term Incentive Discount)	\$23,895.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$1,650.00 (25%)	\$4,950.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$2,499.00
59	Tiles - Standard (3in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$590.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
59	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$118.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an	\$0.00		\$0.00

SECOND PROJECT IMAGERY

Product:
Leaf:

IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf Off: Less than 30% leaf cover

CONNECT

Product:
Admin User Name:
Admin User Email:
Geofence:

Pictometry Connect - CA - 50
Glenn Droese
gad@ci.carmel.ny.us
NY Putnam (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - Tornado:** areas affected by tornados rated EF4 and higher.
 - Terrorist:** areas affected by damage from terrorist attack.
 - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornados below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

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2. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

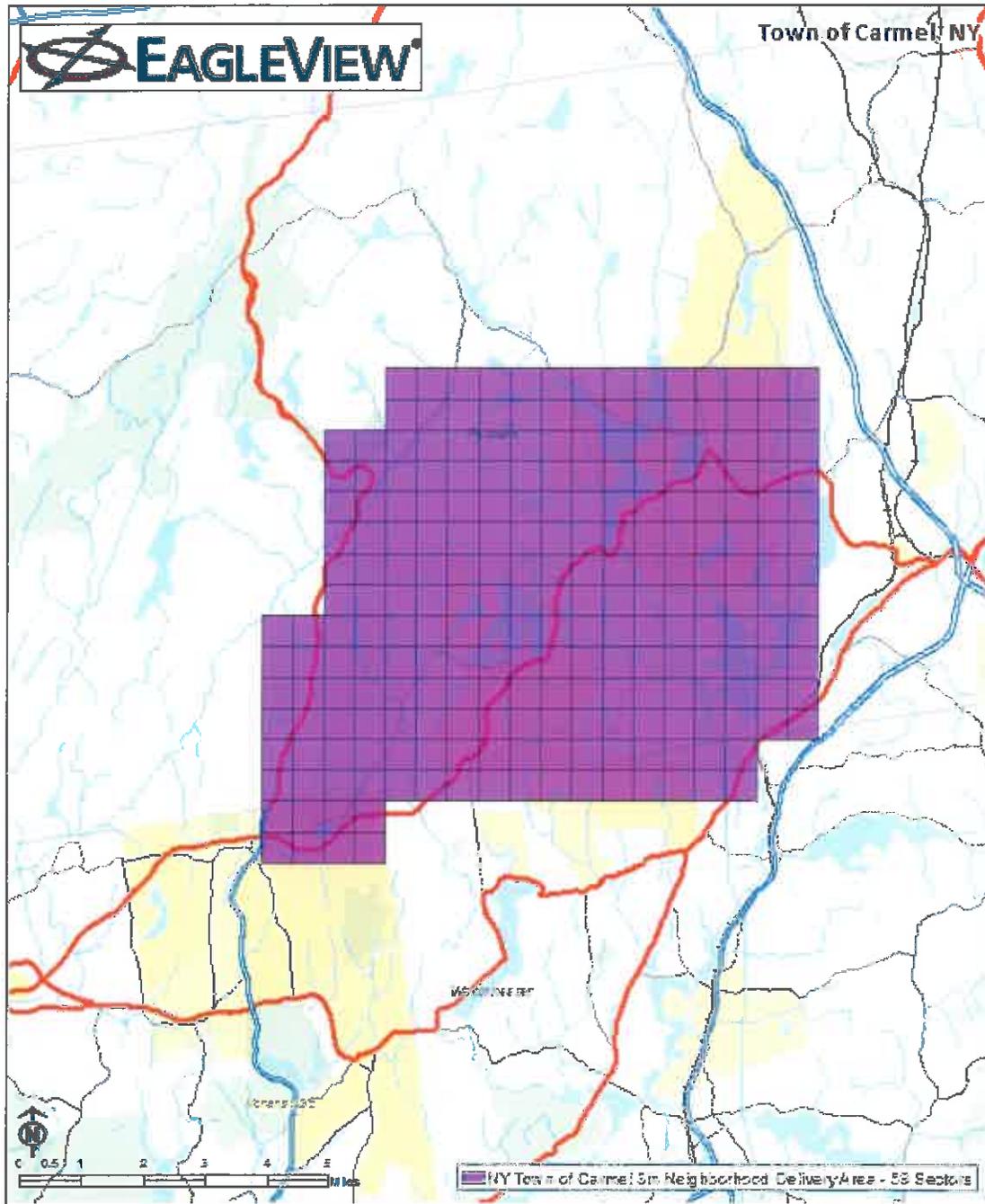
a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

MAP(S)



Proposal for: Town of Carmel, NY
Project Name: 3", 2 over 6
Quote Number: Q-36029
Contract Term: 6 Year(s)
Number of Projects: 2

EagleView Rep: John Donovan
Phone Number: 585-350-5383
Email: john.donovan@eagleview.com
Expiration Date: 3/31/2020
Targeted Capture: 2020-b-Spring

Single-Project Summary

Project Total: \$37,146.00

Multi-Project Summary

2 Projects over 6 year(s)

Project 1 Total: \$32,251.00

Project 2 Total: \$32,251.00

Annual Payments: \$10,750.33





Budget Proposal

Proposal for: Town of Carmel, NY
 Project Name: 3", 2 over 6
 Contract Term: 6 Year(s)
 Number of Projects: 2

EagleView Rep: John Donovan
 Expiration Date: 3/31/2020
 Targeted Capture: 2020-b-Spring

Project 1

Qty	Product	List Price	Discount (%)	Subtotal
59	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	\$450.00	10	\$23,895.00
59	Tiles - Standard (3in GSD; TIFF format) Per Sector	\$20.00	50	\$590.00
59	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	\$2.00		\$118.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	\$199.00		\$199.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	\$0.00		\$0.00
1	FutureView Adv Training	\$2,499.00		\$2,499.00
3	Pictometry Connect - CA - 50	\$2,200.00	25	\$4,950.00
1	E-911 Interface - Unlimited seats in one PSAP	\$5,000.00	100	\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	\$0.00		\$0.00
Project 1 TOTAL:				\$32,251.00

Project 2

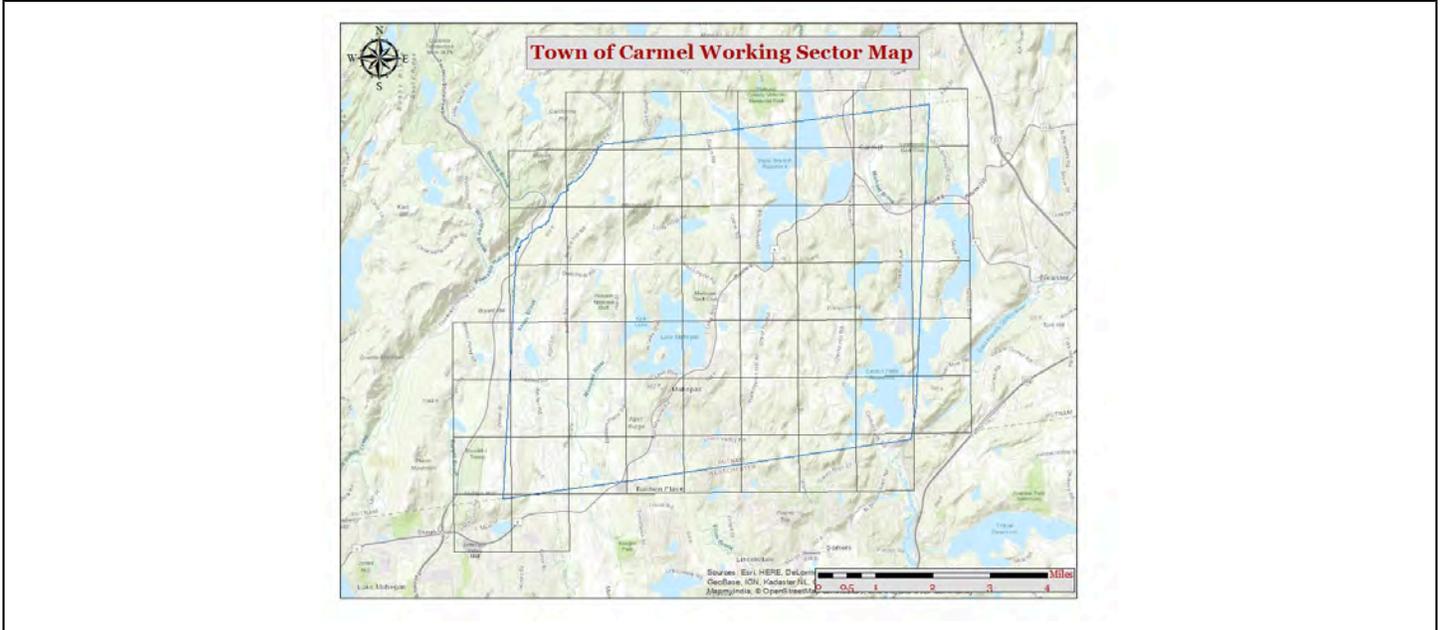
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1	FutureView Adv Training	\$2,499.00		\$2,499.00
3	Pictometry Connect - CA - 50	\$2,200.00	25	\$4,950.00
1	E-911 Interface - Unlimited seats in one PSAP	\$5,000.00	100	\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	\$0.00		\$0.00
Project 2 TOTAL:				\$32,251.00

TOTAL: \$64,502.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

Proposal for: Town of Carmel, NY
Project Name: 3", 2 over 6
Contract Term: 6 Year(s)
Number of Projects: 2

EagleView Rep: John Donovan
Expiration Date: 3/31/2020
Targeted Capture: 2020-b-Spring



This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

KENNETH SCHMITT
Town Supervisor

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

MICHAEL A. BARILE
Town Councilman
FRANK D. LOMBARDI
Town Councilman
ROBERT F. SCHANIL, JR.
Town Councilman

TOWN OF CARMEL
TOWN HALL



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

MEMORANDUM

To: Kenneth Schmitt, Town Supervisor
Carmel Town Board

Date: February 6, 2020

From: Mary Ann Maxwell, Town Comptroller

RE: NYS GFOA Conference

The 2020 NYS GFOA Annual Conference is scheduled for Wednesday, April 1st through Friday, April 3rd in Albany, NY. Attached is a tentative schedule of the sessions offered. I am requesting approval for myself and Michelle Tenefrancia to attend the conference.

Some of the topics of discussions are:

- What's New in Procurement at NYS OGS
- The Trouble with Tax Caps
- Automating Time and Attendance
- Debt Refinancing Dos and Don'ts
- State Retirement System Updates
- Consideration before applying for Grants
- Developing an Internal Audit Function

The cost of the conference is \$200 per member plus the cost of hotel lodging.

If you have any questions or concerns please contact me at ext 175.

Cc: A. Pasquerello



JOIN NOW

MEMBER PORTAL

CALENDAR



Check out our Professional Development Calendar

- Regional Seminars
- Breakfast Chats
- Webinars
- GFI Programs



ANNUAL CONFERENCE AGENDA

NEW in 2020! There will be a set of concurrent sessions on Wednesday, April 1st from 3:00 - 4:15 pm. This set of concurrent sessions is part of the Annual Conference and is included in the conference fee.

[See the full list of Session Descriptions Here](#)

TUESDAY MARCH 31, 2020

- 7:00 am - 6:00 pm * Pre-Conference Program Registration Open
 - 7:45 am - 9:00 am * Continental Breakfast
 - 8:30 am - 12:00 pm * Foundations Budgeting [GFI] *(4 CPE-Specialized Knowledge - Govt)*
 - 9:00 am - 4:30 pm * Advanced Debt Management [GFI] *(7 CPE-Specialized Knowledge - Govt)*
 - 12:00 pm - 1:00 pm * Lunch (For pre-conference program attendees only)
 - 1:00 pm - 4:30 pm * Foundations Cash Management [GFI] *(4 CPE-Specialized Knowledge - Govt)*
 - 1:00 pm - 4:30 pm * Ethics in Government [GFI] *(4 CPE-Professional Ethics)*
- * Pre-Conference Programs must be registered for separately.

WEDNESDAY APRIL 1, 2020

- 7:00 am - 2:00 pm * Pre-Conference Program Registration Open
 - 7:45 am - 9:00 am * Continental Breakfast
 - 8:30 am - 12:00 pm * Advanced Budgeting Best Practices [GFI] *(4 CPE-Specialized Knowledge - Govt)*
 - 8:30 am - 12:00 pm * EXCEL Advanced: Finance Office Tools *(4 CPE-Specialized Knowledge - Govt)*
 - 12:00 pm - 1:00 pm * Lunch (For pre-conference program attendees only)
 - 1:00 pm - 4:30 pm * Advanced Cash Management Best Practices [GFI] *(4 CPE-Specialized Knowledge - Govt)*
 - 1:00 pm - 4:30 pm * 2020 GAAP Update *(4 CPE-Accounting - Govt)*
- * Pre-Conference Programs must be registered for separately.

ANNUAL CONFERENCE OFFICIALLY BEGINS

- 2:00 pm - 5:00 pm Conference Registration and Exhibitor Hall Opens
- 3:00 pm - 4:15 pm **Concurrent Sessions #1** *(Each Session Eligible for 1.5 GFI Elective Credits / CPE Category Noted with Each Session)*



- What's New in Procurement at NYS OGS **(1.5 CPE-Specialized Knowledge - Govt)** *Note: This session replaces 'Participatory Budgeting'*
- The Trouble with Tax Caps **(1.5 CPE-Taxation - Govt)**

6:00 pm - 7:30 pm Welcome Reception *(for ALL attendees and exhibitors)*

THURSDAY APRIL 2, 2020

- 7:00 am - 5:30 pm Conference Registration Open
- 7:15 am - 8:15 am Breakfast
- 8:00 am - 5:30 pm Exhibits Open
- 9:05 am - 10:20 am Keynote Presentation: POWER Tactics That Get Leaders Results- Matt Episcopo **(2 CPE: Advisory Services - Personal Development / 2 GF)**
- 10:20 am - 10:50 am Visit the Exhibitors Coffee Break
- 10:50 am - 11:30 am GFI Graduation & Annual Business Meeting *(ALL are welcome!)*
- 11:30 am - 1:00 pm Lunch
- 1:00 pm to 1:50 pm **Concurrent Sessions #2 (Each Session Eligible for 1 GFI Elective Credit / CPE Category Noted with Each Session)**
- Automating Time and Attendance **(1 CPE-Specialized Knowledge - Govt)**
 - GASB 87: New Guidance for Leasing **(1 CPE-Accounting - Govt)**
 - Public Sector Investment: The Basics **(1 CPE-Specialized Knowledge - Govt)**
- 2:10 pm - 3:00 pm **Concurrent Sessions #3 (Each Session Eligible for 1 GFI Elective Credit / CPE Category Noted with Each Session)**
- XBRL: Future of Financial Reporting **(1 CPE-Accounting - Govt)**
 - Debt Refinancing Do's and Don'ts **(1 CPE-Specialized Knowledge - Govt)**
 - State Retirement System Update **(1 CPE Specialized Knowledge - Govt)**
- 3:00 pm - 3:30 pm Visit the Exhibitors Ice Cream Break
- 3:30 pm - 4:20 pm **Concurrent Sessions #4 (Each Session Eligible for 1 GFI Elective Credit / CPE Category Noted with Each Session)**
- Considerations Before Applying for Grants **(1 CPE-Specialized Knowledge - Govt)**
 - GASB 84: Fiduciary Activities **(1 CPE-Accounting - Govt)**
 - ACA and Health Care Costs 2020 **(1 CPE Advisory Services - Finance - Govt)**
- 4:40 pm - 5:30 pm **Concurrent Sessions #5 (Each Session Eligible for 1 GFI Elective Credit / CPE Category Noted with Each Session)**
- Special Pay Plans and Your Retirement **(1 CPE-Specialized Knowledge - Govt)**
 - Abandoned Property Laws and Regs. **(1 CPE Specialized Knowledge - Govt)**
 - Yellow Book Audits: What Finance Officers Need to Know **(1 CPE-Auditing - Govt)**
- 6:00 pm - 6:45 pm Cocktail Reception *(For all registered attendees and exhibitors)*
- 6:45 pm Banquet Dinner
- 8:30 pm Casino Night *(benefiting the Schoenfeld Memorial Scholarship Fund)*

FRIDAY APRIL 3, 2020

- 7:30 am - 12:30 pm Conference Registration Open
- 7:15 am - 8:15 am Breakfast
- 8:00 am - 12:30 pm Exhibits Open
- 8:20 am - 9:10 am **Concurrent Sessions #6 (Each Session Eligible for 1 GFI Elective Credit / CPE Category Noted with Each Session)**
- Current Events and Your Debt Issue **(1 CPE-Specialized Knowledge - Govt)**
 - Cybersecurity Threats: Code Red **(1 CPE-Specialized Knowledge - Govt)**
 - The New Blue Book and You **(1 CPE-Accounting - Govt)**
- 9:30 am - 10:20 am **Concurrent Sessions #7 (Each Session Eligible for 1 GFI Elective Credit / CPE Category Noted with Each Session)**
- Developing an Internal Audit Function **(1 CPE-Auditing - Govt)**
 - Succession Planning in the Finance Office **(1 CPE-Specialized Knowledge - Govt)**
 - Rating Agency Update **(1 CPE-Specialized Knowledge - Govt)**
- 10:20 am - 10:40 am Visit the Exhibitors Coffee Break
- 10:40 am - 11:30 am SFY 2021 State Budget Overview **(1 CPE - Advisory Services - Govt / 1 GFI Elective Credit)**
- 11:40 am - 12:30 pm The Financial Impacts of Hemp Legalization in New York **(1 CPE - Advisory Services - Govt / 1 GFI Elective Credit)**
- 12:30 pm NYGFOA 2020 Annual Conference Concludes

***Agenda Subject to Change**

KENNETH SCHMITT
Town Supervisor

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

MICHAEL A. BARILE
Town Councilman
FRANK D. LOMBARDI
Town Councilman
ROBERT F. SCHANIL, JR.
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Receiver of Taxes

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

MEMORANDUM

To: Carmel Town Board

Date: February 7, 2020

From: Anne Pasquerello, Supervisor's Office

RE: Proposal for Town of Carmel Website Hosting, License and Service Agreement

CivicPlus (dba Virtual Town Hall Holdings, LLC) has maintained the Town's Web Page for the several years. The annual agreement expired on February 1, 2020.

The first proposal (attached **#1**) included an annual rate of \$4,568.00 (with a 5% annual increase) totaling \$14,402.99 for three years. In speaking with Town Comptroller, Mary Ann Maxwell, I contacted CivicPlus to see if the company would submit a three-year proposal.

Mr. Millard Rose, the Division Business Leader of Civic Plus, submitted a three-year proposal (attached **#2**) locking in an annual rate of \$4,462.50 totaling \$13,387.50 with a cost savings of \$1,015.49 over three years.

I respectfully request that the Town Board authorize a resolution accepting the three-year proposal (**#2**) of CivicPlus (dba Virtual Town Hall Holdings, LLC) for the Town's Website Hosting, License and Service Agreement, at an annual cost of \$ 4,462.50.



License and Service Agreement

Date: January 15, 2019

Client: Town of Carmel, NY

Client Address: 60 McAlpin Ave, Mahopac, NY 10541

Phone: 845-628-1500

This License and Service Agreement (“Agreement”) sets forth the agreed upon terms and conditions under which CivicPlus, LLC (“CivicPlus”) will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work (“SOW”).

Recitals

Whereas, CivicPlus is the current primary website service provider for Client;

Whereas, the Client is currently under contract with CivicPlus, as an assignee of all Virtual Towns and Schools (dba Virtual Town Hall Holdings, LLC) customer contracts, for the website hosting services as set forth in the original License & Service Agreement signed on March 5, 2013; and Whereas, CivicPlus and Client wish to renew the License and Services terms of Agreement as set forth in Agreement;

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

Term and Termination

1. This agreement shall be for a three-year period, starting at the Client’s current annual renewal term (February 1, 2020), and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the “CMS”) and its associated applications and modules or any other intellectual property of any software or other original works created by or licensed to CivicPlus prior to the execution of this Agreement (“CivicPlus Property”). CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.



6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Client assumes full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.

Billing & Payment Terms

9. Annual Services, as set forth on Exhibit A, shall be invoiced in advance of each year within this agreement. Annual services costs, including but not limited to hosting, support and maintenance services, will remain fixed for the 3 year period.
10. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
11. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Taxes

13. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

Marketing

14. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages and CivicPlus logo on the left of the URL / Website Address block.
15. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.



Liability

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, federal, and state laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Indemnification

21. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

Force Majeure

22. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.



Miscellaneous

- 23. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
- 24. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
- 25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 26. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By:	By:
_____	_____
Name:	Name: Millard Rose
_____	_____
Title:	Title: Divisional Business Leader
_____	_____
Date:	Date:
_____	_____



CivicPlus Website Services – Exhibit A Annual Services

Hosting

- **Secure Hosting in domestic data center**
- **Shared Web/SQL Server**
- **Redundant ISP**
- **24/7 Monitored facility**
- **Redundant Power supplies with back-up generator**
- **Daily backups off-site**
- **99.9% Uptime**
- **Intrusion Detection & Prevention**

Support

- **24/7 Emergency Support**
- **Up to Fifteen (15) Designated Support Users**
- **Unlimited User Support, 9am to 5pm, Monday – Friday**
- **Personnel dedicated solely to User Support**
- **Same day response (24 Hour Window)**
- **Online Training & Support Documentation**
- **Monthly User Tutorials**

CMS Application & Modules

- **Annual CMS Usage License**
- **Periodic CMS Upgrades**
- **Core Drupal Upgrades, as Applicable**
- **Periodic Module Upgrades**
- **Install Service Patches, as Applicable**

Total Annual Cost

\$4,568.75

Annual cost may be pro-rated to match fiscal year, if desired. Additional supported users may be added at an annual cost of \$200 per user.

Included in your website package:

Robust Search Functionality Google Analytics for Traffic Statistics E-Subscriber Mail Lists Online Web Forms	Online Monthly User Webinars Social Media Integration No Limit as to the Number of Pages You Can Add Over Time
---	---

Accountant Comptroller

Proposal #2



January 15, 2020

To: CivicCMS Clients
From: Millard Rose
Subject: 2020 Transition to CivicPlus Annual Services Agreements

I hope your holiday season went well !

For contracting consistency among all our clients, we are transitioning former VTHH clients to CivicPlus annual services agreements during their next renewal cycle; your agreement is attached.

I'd also like to take the opportunity to update you about the number of milestones we've achieved since joining the CivicPlus family in May 2018 and the even bigger plans we have to benefit you in the future:

- CivicPlus took a major step forward in its commitment to Drupal (the CMS platform purchased as part of the VTS acquisition and what your website is built on). Earlier this fall we signed a 5 year agreement with Acquia, Drupal's "home base" (Drupal creator Dries Buytaert is Acquia's CTO), and we expect our strategic partnership to add significant value to our clients through a variety of collaboration efforts in the years ahead.
- During 2019 our CivicCMS Division grew 40+% and is now in 18 new states. Our division team has grown by 1/3 since the acquisition and will grow again by at least that much in 2020 – including our entry into the remaining 15 states CivicCMS is not currently in.
- Part of this growth has is the expansion of our Technical Services Team which has ambitious plans for further functionality development. We'll be distributing a formal Development Road Map in the coming months. This will include being in a position to more tightly integrate with the broad menu of products CivicPlus provides; more information will be forthcoming. It is important to note that all clients will benefit from the core functionality enhancements as part of their annual services contract Annual Technology Fee.
- Client Support Services were enhanced during this past year and we will be further expanding the size of our Support Team, Online Support Center, and topics for monthly, live tutorials.

Please keep your eye out for more correspondence about our upcoming plans. We thank you once again for your ongoing support. We appreciate your business !

Best Wishes for a Happy & Healthy New Year !

Regards,

Millard Rose
Division Business Leader, CivicCMS
CivicPlus, LLC





License and Service Agreement

Date: January 15, 2019

Client: Town of Carmel, NY

Client Address: 60 McAlpin Avenue Mahopac, NY 10541

Phone: 845-628-1500

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Recitals

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Whereas, the Client is currently under contract with CivicPlus, as an assignee of all Virtual Towns and Schools (dba Virtual Town Hall Holdings, LLC) customer contracts, for the website hosting services as set forth in the original License & Service Agreement signed on March 5, 2013; and Whereas, CivicPlus and Client wish to renew the License and Services terms of Agreement as set forth in Agreement;

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

Term and Termination

1. This agreement shall be for a one-year period, starting at the Client's current annual renewal term (February 1, 2020), and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules or any other intellectual property of any software or other original works created by or licensed to CivicPlus prior to the execution of this Agreement ("CivicPlus Property"). CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.



6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Client assumes full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.

Billing & Payment Terms

9. Renewal Term Annual Services, as set forth on Exhibit A, shall be invoiced in advance of each renewal term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual Technology Fee increase.
10. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
11. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Taxes

13. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes

Marketing

14. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages and CivicPlus logo on the left of the URL / Website Address block.
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Liability

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, federal, and state laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Indemnification

21. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

Force Majeure

22. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.



Miscellaneous

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- 25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 26. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: Millard Rose

Title: _____

Title: Divisional Business Leader

Date: _____

Date: _____



CivicPlus Website Services – Exhibit A Annual Services

Hosting

- Secure Hosting in domestic data center
- Shared Web/SQL Server
- Redundant ISP
- 24/7 Monitored facility
- Redundant Power supplies with back-up generator
- Daily backups off-site
- 99.9% Uptime
- Intrusion Detection & Prevention

Support

- 24/7 Emergency Support
- Up to Fifteen (15) Designated Support Users
- Unlimited User Support, 9am to 5pm, Monday – Friday
- Personnel dedicated solely to User Support
- Same day response (24 Hour Window)
- Online Training & Support Documentation
- Monthly User Tutorials

CMS Application & Modules

- Annual CMS Usage License
- Periodic CMS Upgrades
- Core Drupal Upgrades, as Applicable
- Periodic Module Upgrades
- Install Service Patches, as Applicable

Total Annual Cost

\$4,462.50

Annual cost may be pro-rated to match fiscal year, if desired. Additional supported users may be added at an annual cost of \$200 per user.

Included in your website package:

<p>Robust Search Functionality Google Analytics for Traffic Statistics E-Subscriber Mail Lists Online Web Forms</p>	<p>Online Monthly User Webinars Social Media Integration No Limit as to the Number of Pages You Can Add Over Time</p>
--	--

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: February 6, 2020

Re: Emergency Repairs/Services

This memorandum is being presented to the Town Board to advise the Board of emergency invoices that were submitted for payment in excess of \$5,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Water District 8 – Saddle Repairs 15 and 20 Tanager Road

On December 8, 2019 Bee and Jay, the operators for CWD 8, notified the Engineering Department that two (2) saddles were leaking in the vicinity of 15 and 20 Tanager Road. Attached is an invoice in the amount of \$6,276.76 for Kuck Excavating to make this repair.

- Carmel Water District 2

Water leak 2 East Collier

On December 22, 2019 Inframark, the operators for CWD 2, notified the Engineering Department of a leak a 2 East Collier Drive. Attached is an invoice in the amount of \$8,648.36 for Kuck Excavating to make this repair.

Water leak 2 North Road

On January 10, 2020 Inframark, the operators for CWD 2, notified the Engineering Department of a leak at 2 North Road. Attached is an invoice in the amount of \$7,509.19 for Kuck Excavating to make this repair.

- Carmel Sewer District 2 – Lindy Drive Lift station

On January 7, 2020 Inframark, the operators for CWD 2, notified the Engineering Department of an unsafe condition related to accessing the Lindy Drive lift station as the roadway had washed out. Attached is an invoice in the amount of \$5,701.96 for Kuck Excavating to make this repair.

02-06-2020
Emergency Repairs/Services

- Town Hall – Police Department Lighting

On January 6, 2020 L&R electric was contacted by the Town to repair the lights in the Police Department parking lot. Attached is an invoice in the amount of \$5,400.00 for L&R to make this repair

We request that this memorandum be put into the agenda as a matter of record.

Ed Kuck Excavating Inc20 Day Road
Carmel, NY 10512INV # 107-19 ✓
CWD #2
REQ #
Vendor 0670
Tax ID - 133851002

Attention: Rob Vera

EMERGENCY: 6 inch steel water break

Respond as per: Inframark

Job Location: #2 East Collier Drive

Work Completed on: 12/22/2019 SUNDAY OT 1-1/2 RATE

Start time: 2:30 PM

End Time: 10:30 PM

Job Description:

- Locate leak and drill holes to pinpoint location
- Saw cut road, hammer blacktop, excavate & expose main
- Installed 6 inch repair clamp
- Backfill & compact with Item 4
- Blacktop restoration to follow

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8 hrs	\$85.00 per hour	680.00 ✓
Dump Truck	8 hrs	\$90.00 per hour	720.00 ✓
Support Vehicle	Day rate	\$155.00	155.00
Chop Saw	Day rate	\$ 70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Jumping Jack	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	250.00
Machine operator	8 Hrs X 1 man OT	\$276.27- 1-½	2210.16 ✓
Laborers	8 Hrs X 2 men OT	\$238.95 1-½	3823.20 ✓
Item 4	15 yards	\$40.00 per yard	600.00 ✓
Seed		\$96.00 bag	
Top soil		\$	
Blacktop		\$114.00 per ton	
Hay		\$15.36 bag	
Total			\$8,648.36 ✓

Ed Kuck Excavating Inc
 20 Day Road
 Carmel, NY 10512

INV # 103-19
 CWD #8
 REQ #
 Vendor 0670
 Tax ID - 133851002

Attention: Rob Vera

Emergency – Two ¾" X 8" Saddle Repairs

Respond as per: BEE & JAY

Job Location: #15 & #20 TANAGER ROAD

Work Completed on: 12/8/2019 SUNDAY JOB OVERTIME RATE - 1-1/2

Start time: 8:00 AM

End Time: 4:00 PM

Job Description:

- Locate water leak along shoulder of road
- Trace out 2 service lines
- Locate 2 rotted saddles on main
- Excavate, expose & replace saddles
- Reconnect saddles to existing service lines
- Backfill & compact disturbed area with Item 4
- Lawn restoration to follow

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8 hrs	\$85.00 per hour	680.00 *
Dump Truck	8 hrs	\$90.00 per hour	720.00 *
Support Vehicle	Day rate	\$155.00	155.00
Chop Saw	Day rate	\$ 70.00	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$50.00	50.00
Machine Hammer	Day rate	\$250.00	
Machine operator	1 man x 8 hours SUNDAY	\$276.27 per hour 1-1/2	2,210.16 *
Laborers	1 man x 8 hours SUNDAY	\$238.95 per hour 1-1/2	1,911.60 *
Item 4	12 yards	\$40.00 per yard	480.00 *
Seed		\$96.00 bag	
Top soil		\$	
Blacktop		\$114.00 per ton	
Hay		\$15.36 bag	
Total			\$6,276.76 *

Ed Kuck Excavating Inc

20 Day Road
 Carmel, NY 10512

INV # TOC: 005-20

CWD #2

REQ #

Vendor 0670

Tax ID - 133851002

Attention: Rob Vera

EMERGENCY: 8" STEEL MAIN CIRCULAR CRACK

Respond as per: INFRAMARK

Job Location: #2 North Road

Work Completed on: 1/10/2020-1/11/-2020

Start time: 9:00pm

End Time: 4:00 AM 7 hours OT

Job Description:

- Saw cut road to expose 8 inch water main
- Repaired leak with repair clamp
- Backfilled with Item 4 and compact

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	7 hours	\$85.00 per hour	595.00
Dump Truck	7 hours	\$90.00 per hour	630.00
Support Vehicle	Day rate	\$155.00	155.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator	7 Hrs X 1 man OT	\$276.27	1933.89
Laborers	7 Hrs X 2 men OT	\$238.95	3,345.30
Item 4	16 yards	\$40.00 per yard	640.00
Seed		\$96.00 bag	
Top soil		\$50.00	
Blacktop		\$114.00 per ton	
Hay		\$15.36 bag	
Total			\$7,509.19

Ed Kuck Excavating Inc

20 Day Road
 Carmel, NY 10512

Attention: Rob Vera

INV # TOC-004-20
 SD# 2
 REQ #
 Vendor 0670
 Tax ID - 133851002

EMERGENCY: ACCESS ROAD REPAIR

Respond as per: INFRAMARK

Job Location: Lindy – Sewer Lift Station

Work Completed on: 1/7/2020

Start time: 8:00 AM

End Time: 4:00 PM 8 HRS

Job Description:

- Access road repair

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8 hours	\$85.00 per hour	680.00
Dump Truck	8 hours	\$90.00 per hour	720.00
Support Vehicle	Day rate	\$155.00	155.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	
Plate tamper	Day rate	\$70.00	70.00
Mud Sucker	Day rate	\$70.00	
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator	8 Hrs X 1 man	\$184.18	1473.44
Laborers	8 Hrs X 2 men	\$159.30	2548.80
Item 4		\$40.00 per yard	
Seed	¼ bag	\$96.00 bag	24.00
Top soil		\$50.00	
Blacktop		\$114.00 per ton	
Hay	2 bags	\$15.36 bag	30.72
Total			\$5,701.96

Invoice #569

L&R Electric Inc.

Residential and Commercial
Licensed, Insured & bonded
84 Chief Ninham Cir
Carmel NY 10512
Office #845-494-1878
Fax #845-306-7512
Email: LandRelectric@Gmail.com

Date 1/6/20

Bill to: Town of Carmel (EMERGENCY LIGHT REPAIR & REPLACEMENT
FOR SAFTEY OF POLICE DEPT

Project- Town hall parking lot lights

Job Details:

- Replace 2 light fixtures on high pole light (police station) rusted bolts to mount plate
- 3 pole lights take down and replace mounting plate and brackets for new lights (police station)
- Repair 2 pole mounts for safty of pole falling down
- Replace light to gas staion pump and repair rusted mounts
- Top parking lot replace 3 heads, rewire corrosion wires take mounting bracket down water damage!
- Make up mounting plate for light fixture to Columbus satchel
- Adjust light at night for better cover rage

Total \$5400

Balance Due \$ 5400

Please send payment to:
L&R Electric Inc.
84 Chief Ninham Cir.
Carmel, NY 10512.

Ed Kuck Excavating Inc

20 Day Road
 Carmel, NY 10512

INV # 107-19 ✓
 CWD #2
 REQ #
 Vendor 0670
 Tax ID - 133851002

Attention: Rob Vera

EMERGENCY: 6 inch steel water break

Respond as per: Inframark

Job Location: #2 East Collier Drive

Work Completed on: 12/22/2019 SUNDAY OT 1-1/2 RATE

Start time: 2:30 PM

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Job Description:

- Locate leak and drill holes to pinpoint location
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Seed		\$96.00 bag	
Top soil		\$	
Blacktop		\$114.00 per ton	
Hay		\$15.36 bag	
Total			\$8,648.36 ✓

Ed Kuck Excavating Inc
 20 Day Road
 Carmel, NY 10512

INV # 103-19
 CWD #8
 REQ #
 Vendor 0670
 Tax ID - 133851002

Attention: Rob Vera

Emergency – Two ¾" X 8" Saddle Repairs

Respond as per: BEE & JAY

Job Location: #15 & #20 TANAGER ROAD

Work Completed on: 12/8/2019 SUNDAY JOB OVERTIME RATE - 1-1/2

Start time: 8:00 AM

End Time: 4:00 PM

Job Description:

- Locate water leak along shoulder of road
- Trace out 2 service lines
- Locate 2 rotted saddles on main
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- Backfill & compact disturbed area with Item 4
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Item 4	12 yards	\$40.00 per yard	480.00 *
Seed		\$96.00 bag	
Top soil		\$	
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Hay		\$15.36 bag	
Total			\$6,276.76 *

Ed Kuck Excavating Inc

20 Day Road
 Carmel, NY 10512

INV # TOC: 005-20

CWD #2

REQ #

Vendor 0670

Tax ID - 133851002

Attention: Rob Vera

EMERGENCY: 8" STEEL MAIN CIRCULAR CRACK

Respond as per: INFRAMARK

Job Location: #2 North Road

Work Completed on: 1/10/2020-1/11/-2020

Start time: 9:00pm

End Time: 4:00 AM 7 hours OT

Job Description:

- Saw cut road to expose 8 inch water main
- Repaired leak with repair clamp
- Backfilled with Item 4 and compact

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
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Blacktop		\$114.00 per ton	
Hay		\$15.36 bag	
Total			\$7,509.19

Ed Kuck Excavating Inc

20 Day Road
 Carmel, NY 10512

Attention: Rob Vera

INV # TOC-004-20
 SD# 2
 REQ #
 Vendor 0670
 Tax ID - 133851002

EMERGENCY: ACCESS ROAD REPAIR

Respond as per: INFRAMARK

Job Location:Lindy – Sewer Lift Station

Work Completed on: 1/7/2020

Start time: 8:00 AM

End Time: 4:00 PM 8 HRS

Job Description:

- Access road repair

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8 hours	\$85.00 per hour	680.00
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Hay	2 bags	\$15.36 bag	30.72
Total			\$5,701.96

Invoice #569

L&R Electric Inc.

Residential and Commercial
Licensed, Insured & bonded
84 Chief Ninham Cir
Carmel NY 10512
Office #845-494-1878
Fax #845-306-7512
Email: LandRelectric@Gmail.com

Date 1/6/20

**Bill to: Town of Carmel (EMERGENCY LIGHT REPAIR & REPLACEMENT
FOR SAFTEY OF POLICE DEPT**

Project- Town hall parking lot lights

Job Details:

- Replace 2 light fixtures on high pole light (police station) rusted bolts to mount plate
- 3 pole lights take down and replace mounting plate and brackets for new lights (police station)
- Repair 2 pole mounts for safty of pole falling down
- Replace light to gas staion pump and repair rusted mounts
- Top parking lot replace 3 heads, rewire corrosion wires take mounting bracket down water damage!
- Make up mounting plate for light fixture to Columbus satchel
- Adjust light at night for better cover rage

Total \$5400

Balance Due \$ 5400

**Please send payment to:
L&R Electric Inc.
84 Chief Ninham Cir.
Carmel, NY 10512.**

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: February 10, 2020

Re: C261 - Lake Casse, Teakettle and Upper Teakettle Dam Rehabilitation

As the Board is aware the Town of Carmel is responsible for the Lake Casse, Upper Teakettle and Teakettle Dams. These dams each received a New York State Department of Environmental Conservation (NYSDEC) required Engineering Assessment (EA). Proposals for development of bid documents and specifications to address maintenance issues identified in EA for each dam were solicited. The Board authorized Weston and Sampson to prepare plans and specification necessary to go out to Bid for this work.

Bids for the referenced project were let out on January 9, 2020 and received on February 3, 2020. The bid summary as prepared by W&S is provided in the attached. Preliminary costs for the project, as provided by W&S and the cost for the low bidder is summarized as follows:

Bidder	Lake Casse	Lower Teakettle	Upper Teakettle	Total Bid Price
Landscape, Inc., dba Nicky Diggs Excavation	\$183,450.00	\$47,219.50	\$68,164.00	\$298,833.50
W&S Preliminary Cost Estimate	\$199,150.00	\$50,950.00	\$91,800.00	\$341,900.00

This Department spoke with the Town of Carmel Comptroller and per the attached there are NOT sufficient funds in the Lake District fund balances for this project. Consequently this work will need to be bonded. A map plan and report, based on the bid documents and submittals and public hearing would be required as well as an authorized borrowing resolution. The taxpayers of the Lake Casse and Teakettle Park Lake Districts, respectively, would have to pay debt service cost once this project is complete.

The Engineering Department requests that the Town Board approve this work be bonded.

February 6, 2020

Richard J. Franzetti, P.E, BCEE
 Town Engineer
 Engineering Department
 60 McAlpin Avenue
 Mahopac, NY 10541

Re: **Lake Casse, Upper Teakettle and Teakettle Dams
 Rehabilitation Project
 Contract No. C261
 Bid Review and Award Recommendation**

Dear Mr. Franzetti:

Weston & Sampson has reviewed the six (6) bids received by the Town of Carmel, for Contract No. C261: Lake Casse, Upper Teakettle and Teakettle Dams Rehabilitation. The bid totals and subtotals by dams are tabulated below.

Lake Casse, Upper Teakettle and Teakettle Dams Rehabilitation Bid Tabulation				
Bidder	Lake Casse	Lower Teakettle	Upper Teakettle	Total Bid Price
LandVScape, Inc., dba Nicky Diggs Excavation	\$183,450.00	\$47,219.50	\$68,164.00	\$298,833.50
Yonkers Excavating Corp.	\$189,234.25	\$49,564.50	\$94,563.00	\$333,361.75
Legacy Supply, LLC	\$166,860.00	\$79,200.00	\$89,300.00	\$335,360.00
Parrott Enterprises Inc.	\$237,670.00	\$76,221.00	\$101,090.00	\$414,981.00
Ben Ciccone Inc.	\$349,300.00	\$83,368.00	\$180,925.00	\$613,593.00
Foremost Development, LLC	\$485,350.00	\$118,850.00	\$192,000.00	\$796,200.00

Based on our review of the six bid packages, all bid packages are in conformance with the bid submittal requirements. We have therefore reviewed the lowest bidder to assess their qualifications and ability to satisfactorily perform the work. This review considered such aspects as experience, equipment and manpower resources and performance on other projects in relation to the size and scope of work for the project and included contacting references. As such, we recommend that the Town proceed with award of the contract for Contract No. C261: Lake Casse, Upper Teakettle and Teakettle Dams Rehabilitation to the lowest bidder, LandVScape, Inc., dba Nicky Diggs Excavation, for a total project bid price of \$298,833.50.

We have included a draft Notice of Award letter for your convenience. If you have any questions please do not hesitate to contact us.

Very truly yours,
Weston & Sampson, PE, LS, LA, PC

A handwritten signature in black ink, appearing to read 'Carl W. Stone', with a horizontal line extending to the right.

Carl W. Stone, P.E., BCEE
Senior Technical Leader

Attach: Draft Notice of Award

P:\NY\Carmel, NY\N2190026 Dam Tree Clearing_Bid Phase\20200206 Bid Review Recommendation.docx

From: [Maxwell, Mary Ann](#)
To: [Schmitt, Kenneth](#); [McDonough, Suzanne](#); [Barile, Michael](#); [Lombardi, Frank](#); [Schanil, Robert](#)
Cc: [Pasquerello, Anne](#); [Greg Folchetti](#); [Franzetti, Richard](#); [Esteves, Donna](#); [Vara, Rob](#); [Spofford, Ann](#)
Subject: FW: 02-06-2020 FW: 02-03-2020 - C261 - Casse and Teakettle Dams Rehab bid opening
Date: Thursday, February 6, 2020 12:26:38 PM
Attachments: [image001.png](#)
[Carmel Dams Rehab Bid Tab.xls](#)
[20200206 Bid Review Recommendation.pdf](#)
[20200206 Notice of Award \(draft\).docx](#)

Good afternoon Town Supervisor and Carmel Town Board members,
The attached Bids came in for the Dam Rehabilitation Project and there are not sufficient funds in the lake districts budgets or fund balances for this project.
Therefore this will require the Town to authorize bonding for this project.
If the Board is okay with me contacting Douglas Goodfriend, Bond Counsel I will do so this afternoon.
I will need the estimated total project cost from the Engineering Department prior to contacting counsel.

Please respond if you are okay with me contacting Douglas Goodfriend to begin this process.

Mary Ann

From: Franzetti, Richard
Sent: Thursday, February 6, 2020 10:53 AM
To: Esteves, Donna
Cc: Maxwell, Mary Ann
Subject: 02-06-2020 FW: 02-03-2020 - C261 - Casse and Teakettle Dams Rehab bid opening
[Donna and Mary Ann](#)

Please advise if there are sufficient funds in the Teakettle and Casse lake district budgets for this work to be performed by Nicky Diggs

Thanks

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

This communication may be confidential and is intended for the sole use of the addressee(s). No use or reproduction of the information provided is permitted without the written consent of the Town of Carmel. If you are not the intended recipient, you should not copy, disclose or take any action in reliance on this communication. If you have received this communication in error, please notify the sender by reply e-mail and delete the message and any attached documents.

From: Longo, Zachary <LongoZ@wseinc.com>
Sent: Thursday, February 6, 2020 10:47 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Cc: Zongol, Joseph <zongolj@wseinc.com>; Stone, Carl W. <stonec@wseinc.com>
Subject: RE: 02-03-2020 - C261 - Casse and Teakettle Dams Rehab bid opening

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.

Greetings Rich,

Here is our letter of recommendation, draft notice of award and bid tabulation for the Carmel Dams Project. Please reach out to either Carl or I if you have any questions or comments.

Thanks,

Zachary Longo, EIT

ENGINEER II

Phone: 518-463-4400 ext. 5516

Mobile: 914-217-8701



Weston & Sampson

1 Winners Circle, Suite 130 | Albany, NY 12205

Fax: 978-532-1900

westonandsampson.com

From: Stone, Carl W. <stonec@wseinc.com>

Sent: Monday, February 03, 2020 11:48 AM

To: Franzetti, Richard <rjf@ci.carmel.ny.us>; Zongol, Joseph <zongolj@wseinc.com>

Cc: Longo, Zachary <LongoZ@wseinc.com>

Subject: RE: 02-03-2020 - C261 - Casse and Teakettle Dams Rehab bid opening

Rich,

We would like to see all 6 but will assess the lowest three.

Thanks

Carl W. Stone, P.E. BCEE

SENIOR TECHNICAL LEADER – WASTEWATER TREATMENT

direct: 978-532-1900 ext. 6501

cell: 978-587-1052



Weston & Sampson

2537 Route 52, Building 3, Suite 1, Hopewell Junction, NY 12533

office: 845-454-3344

westonandsampson.com

[Facebook](#) | [Twitter](#) | [LinkedIn](#)

The contents of this email and any attachments are confidential and the property of the Weston & Sampson companies. The email contents are only to be used by the intended recipient of the email. If you are not the intended recipient then use, disclosure, copying, distribution or reliance on the email is prohibited. All professional advice from us should be obtained in writing (not email).

From: Franzetti, Richard <rjf@ci.carmel.ny.us>

Sent: Monday, February 3, 2020 11:36 AM

To: Zongol, Joseph <zongolj@wseinc.com>; Stone, Carl W. <stonec@wseinc.com>

Subject: 02-03-2020 - C261 - Casse and Teakettle Dams Rehab bid opening

Good morning

The bid for the referenced were opened earlier. The three lowest bids were as follows:

Total/Casse/teakettle. Upper teakettle

1. Nick Diggs – 298,833/183,450/47219/68164
2. Yonkers – 333,361/189234/49564.50/94563
3. Legacy – 335,360/166860/79200/89300
4. Parrot 414981 /237670/76221/101090
5. Ben Ciccon 613600/349320/83260/180920/
6. Foremost 796200/485350/118850/192000

The totals may be off as I cannot read my chicken scratch.

The Clerk will make copies of the three (3) lowest bidder for you to review and assess. Do you want all 6? Please advise

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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TOWN OF CARMEL HIGHWAY DEPARTMENT

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: February 3, 2020
RE: 2020 Spring Bids

I am requesting approval to put the following items out to spring bid:

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

MS/Sen

cc Town Attorney
Ann Spofford – Town Clerk

TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471

MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone*

TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: FEBRUARY 3, 2020

RE: CAPITAL PROJECTS – DIESEL SYSTEM UPGRADES: CRANE SERVICE COST

Crane service was required to move the OLD Diesel Tank positioned at the Old Route 6 Yard, which is outside the contractual cost.

Therefore, I would like to discuss the attached \$6,000.00 invoice from APPECCO
– see attached.

Furthermore, this additional expense is within the budgeted amount for the project.

cc Comptroller
Chrono Book
Highway Request File
Purchasing File



63 Orange Avenue
 Walden, NY 12586
 845-778-5110

Invoice

COPY

Date	Invoice #
1/24/2020	4315

Bill To
Town Of Carmel Highway Garage 55 McAlpin Ave Mahopac, NY 10541

Ship To
Highway Garage 55 McAlpin Ave Mahopac, NY 10541

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 10		1/24/2020			180836C-Fueling Sytem Upgr...

Item Code	Quantity	Description	U/M	Price Each	Amount
Construction Billi...	1	Project: Fueling Upgrade at Town of Carmel Highway located at 55 Mcalpin Avenue Crane Change Order Sales Tax		6,000.00 8.13%	6,000.00 0.00

Subtotal	\$6,000.00
Payments/Credits	\$0.00

Total	\$6,000.00
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TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471

MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone* 

TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: FEBRUARY 7, 2020

RE: EMERGENCY PURCHASE REPORT

This is to report an emergency purchase as follows ~

VENDOR	Camerota Truck Parts	# 0779
AMOUNT	\$ 8,100.00	
PURCHASE	International Truck Transfer Case	
VEHICLE	Truck #49 – 2006 International 4900 4X4 Dump, VIN #215812	
REASON FOR PURCHASE	Transfer Case Blew	

SEE ATTACHED 1/31/20 QUOTE

This vehicle was un-assembled and on a lift in the garage ~ it is a plow truck, which was needed ASAP, so the part was ordered immediately.

cc Comptroller MaryAnn Maxwell



245 Shaker Road
 P.O. Box 1134
 Enfield, CT 06083
 Phone: 800-231-4005
 Fax: 860-763-3724

Other Locations: 166 Universal Dr. N.Haven, CT 06473
 35 Washington St. Westborough, MA 01581
 565 Route 3A Bow, NH 03304
 1570 Hammond St Bangor, ME 04401
 201 Route 303 Valley Cottage, NY 10989
 5B South Gold Dr. Trenton, NJ 08691
 1157 Mid Valley Dr., Olyphant PA 18447

Website: www.camerota.com Email: sales@camerota.com

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67856
 CARMEL TOWN HIGHWAY DEPARTMENT
 55 MCALPIN AVE
 MAHOPAC, NY 10541

 845-628-7474

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67856
 CARMEL TOWN HIGHWAY DEPARTMENT
 55 MCALPIN AVE
 MAHOPAC, NY 10541

 845-628-7474

Order Ref. No. W6*253182	Ctrl.No. 436	Time 01:59pm	Veh. No.	QUOTATION ORDER		Page 1	Invoice No.
Customer P.O. No.	SNO 32A	Terms NET 30 - INVOICE DATE	Invoice Date 01-30-2020	Shipped Via Camerota Delivery - NY			
Line	Ord	Ship	Part Number	Description	List Price	Unit Price	Extended Price

**** QUOTATION ***** QUOTATION ***** QUOTATION ***** QUOTATION ***** QUOTATION ***** QUOTATION ****

-Order Comment-----

! 2006 IHC 7400

! 6J215812

! MTC4210X

! MTC4210XL IS COOLER READY SAME UNIT

! NEIL/DAN

! SHAWN

! BLOWN UP FRONT INPUT BEARING

-----*

2	1	1	OH3 MTC4210XL	RMN MERITOR T/CASE W/	9,900.00	8,100.00	8100.00
				MTC4210XL CORE		3000.00	3000.00

All New and Remanufactured units carry a 1 year unlimited mileage warranty from the original sale date. All New and Remanufactured Fuller Roadrangers and Mack T-model synchronized transmissions carry a 2 year unlimited mileage warranty.

Merchandise: 8100.00
 Core: 3000.00

 Invoice Total: \$11,100.00

 * Thank you! We appreciate your business. *
 * Help us continue to serve you better. *
 * Please send your feedback to feedback@camerota.com. *

THE RIGHT PARTS ❖ AT THE RIGHT PRICE

LIMITED WARRANTY: All warranties offered by Camerota Truck Parts for new, rebuilt and used parts are warranted against defects in material and workmanship under normal use and service. The exclusive remedy under the warranty shall be the repair or replacement of the defective part at Camerota's option. In no event shall Camerota be liable for special, incidental, direct, indirect or consequential damages of any kind, including but not limited to lost profits, downtime, labor or towing charges.

CUSTOMER'S SIGNATURE X

CUSTOMER COPY-1

RESOLUTION OF THE *[insert name of municipality]*
REQUESTING AMENDMENTS TO NEW YORK STATE'S CRIMINAL JUSTICE REFORMS

WHEREAS while there was a need to reform New York's criminal justice statutes during the 2019 state legislative session, It is widely recognized that several of the drastic changes in the laws pertaining to discovery are overly broad and vague and are having unintended consequences at the municipal level; and

WHEREAS the dramatically shortened time period in which prosecutors must disclose evidence to defendants and the broad expansion of the matters to which such discovery mandates apply will have significant cost, tax and justice implications for cities and villages with police departments, local justice courts or code/parking enforcement departments; and

WHEREAS the discovery reforms mandate prosecutors disclose evidence to the defense within 15 days of arraignment for criminal charges (even if the defendant is not in custody); and

WHEREAS drastically enlarging the scope of material that a prosecutor must review and deliver within 15 days will overwhelm the ability of city and village officials and employees to prosecute cases while managing their misdemeanor and felony caseloads, and will make it impossible to prosecute vehicle and traffic and local code infractions and violations in compliance with the new discovery mandates; and

WHEREAS arraignment must now take place within 20 days of desk appearance ticket issuance, thereby requiring justice courts, many of which convene monthly, to meet more frequently; and

WHEREAS cities and villages will not reap savings from the bail reform's reduction of the burden on county jails; and

WHEREAS municipalities are already challenged with operating within the now-permanent 2% tax cap and have not received an increase in general purpose state aid in 11 years.

NOW THEREFORE BE IT RESOLVED THAT the *[insert name of municipality]* supports the following set of amendments proposed by the New York State Conference of Mayors that are consistent with the intent of the criminal justice reforms but which will allow for more effective and affordable implementation:

- Ensure that cities and villages are provided with additional financial and operational support to offset the cost of these mandated measures;
- Allow 60 days for prosecutors to disclose evidence to the defense for criminal charges;
- Exclude from the accelerated discovery requirements any charge not involving a misdemeanor or felony;
- Adjust the 20-day arraignment requirement to accommodate local courts that meet on a monthly basis;
- Allow prosecutors to withhold sensitive information, such as victim contact information, without having to obtain a court order.
- Judges must be given the discretion to order pre-trial detention.

AND BE IT FURTHER RESOLVED that this duly adopted resolution of the *[insert name of municipality]* be forwarded to Governor Andrew Cuomo, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Senator *[insert name of senator representing your municipality]* and Assembly Member *[insert name of senator representing your municipality]*, the New York State Conference of Mayors, and local media outlets.

From: [Genna, Pat](#)
To: [Pasquerello, Anne](#)
Subject: 02/13/20 town board work session
Date: Wednesday, January 29, 2020 10:33:45 AM
Attachments: [img01292020_0001.pdf](#)

Anne,

The Office of Court Administration has requested that a copy of the court's audit report for this fiscal year ending December 31, 2019 and a copy of the Town Board's resolution acknowledging that the examination was conducted be emailed to jcasazza@nycourts.gov or mailed to George Danyluk, Chief Internal Auditor, NYS Unified Court System, 2500 Pond View, Suite LL0, Castleton-on-Hudson, NY 12033. Please be advised that our records were examined on January 27, 2020.

To ensure that the judges are in compliance with the Uniform Justice Court Act Section 2019-a I would like to have the attached material presented to the Supervisor and the Town board at the 2/13/2020 work session.

Thank you,
Pat



Thomas J. Jacobellis
Town Justice

JUSTICE COURT
Town Of Carmel
Town Hall
60 McAlpin Avenue
Mahopac, New York 10541
Tel. 845-628-1500 Fax: 845-628-4550

Daniel M. Miller
Town Justice

To: Kenneth Schmitt, Supervisor
Carmel Town Board

Date: January 28, 2020

Pursuant to Uniform Justice Court Act Section 2019-a, it is the duty of every justice to present their records and docket, at least once a year, to the auditing board of the village or town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

Consistent with Section 2019-a of the Uniform Justice Court Act, we hereby advise that the court's records and docket for the Carmel Justice Court for the Calendar Year 2019 were presented for examination on January 27, 2020.

It is our understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, we will forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the Town as required by law. Such materials may be mailed to the following:

George Danyluk, Chief Internal Auditor
NYS Unified Court System
2500 Pond View, Suite LL01
Castleton-on-Hudson, NY 12033

In the alternative, such materials may be sent via email to jcasazza@nycourts.gov
Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'TJ Jacobellis', written over the typed name.

Hon. Thomas J. Jacobellis
Hon. Daniel M. Miller

c: Arielle Bryant, District Special Counsel.

State of New York
Unified Court System



Lawrence K. Marks
Chief Administrative Judge

orig: Justice Court
file: JC Corres

12/30 (57)

25 Beaver Street
New York, N.Y. 10004
(212) 428-2100

December 27, 2019

Supervisor Kenneth Schmitt
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Dear Supervisor Schmitt:

Section 2019-a of the Uniform Justice Court Act requires that town and village justices annually provide their court records and dockets to their respective town and village auditing boards, and that such records then be examined, and that fact be entered into the minutes of the board's proceedings.

The Unified Court System's Internal Audit office is responsible for monitoring town and village board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2019 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and the resolution to jcasazza@nycourts.gov or mail to George Danyluk, Chief Internal Auditor, NYS Unified Court System, 2500 Pond View, Suite LL01, Castleton-on-Hudson, NY 12033. Please respond by March 1, 2020.

If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Joan H. Casazza".

/smw

c: George Danyluk, CIA
Joan Casazza, CIA





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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: February 5, 2020

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Skate Park Equipment Replacement

We will be phasing out the skate park equipment that White Plains donated to the Town of Carmel. The Skate Park Committee, who are volunteers who help maintain the park, have proposed to remove (3) of the existing ramps that need repair and combine them into a new ramp. We would like to purchase a new custom wood framed ramp to include a 5' tall 16'x16' bank, 6' tall 8' wide quarter pipe and 6' tall 4' wide roll-in.

Estimates for the new ramp were submitted by three vendors, Rampage, LLC (\$8,180.00), OC Ramps, Inc. (\$18,700.00) and American Ramp Co. (\$25,293.71) which are all included in this packet.

I have reviewed these estimates and recommend we purchase the equipment from Rampage, LLC; the 2020 Skate Park Budget has \$10,000.00 to go towards new equipment.

Please add this to the February 13, 2020 Town Board Work Session agenda, and contact me with any questions.

/ns
Attachments

Rampage, LLC
38 palisade ave
trumble, CT 06611 US
203-521-1645
info@skateparkramps.com
http://www.skateparkramps.com

Estimate

ADDRESS

Town Of Carmel
Carmel, NY
790 Longpond Rd
Mahopac, Ny 10541

ESTIMATE # 1103
DATE 01/20/2020

ACTIVITY	QTY	RATE	AMOUNT
Custom wood framed ramp 5' tall 16'x16' bank 6'tall 8' wide quarter pipe 6'tall 4' wide roll in	1	5,850.00	5,850.00
shipping	1	680.00	680.00
Installation Installation	1	1,650.00	1,650.00

Carmel ny
Att Jim Gilchrist

TOTAL

\$8,180.00

Accepted By

Accepted Date

601 McKinley
 Joplin, MO 64801
 Toll-free 877-RAMP-778
 Local 417-206-6816
 Fax 417-206-6888
sales@americanrampcompany.com



Quote #	Design #	FOB
Q23089b	6759	Carmel, NY

Item	Obstacle	Height	Width	Length	Pro Series
18	Bank Ramp	4.0'	4.0'	13.0'	\$3,029.42
19	Bank Ramp	4.0'	4.0'	13.0'	\$2,679.42
20	Bank Ramp	4.0'	4.0'	13.0'	\$3,029.42
31	Quarter Pipe	5.0'	4.0'	12.0'	\$3,689.48
32	Quarter Pipe	5.0'	4.0'	12.0'	\$3,339.48
33	Quarter Pipe	5.0'	4.0'	12.0'	\$3,689.48
Subtotal					\$19,456.70
Framework Enclosures					\$1,945.67
Freight					FREE
Installation					\$3,891.34
TOTAL					\$25,293.71

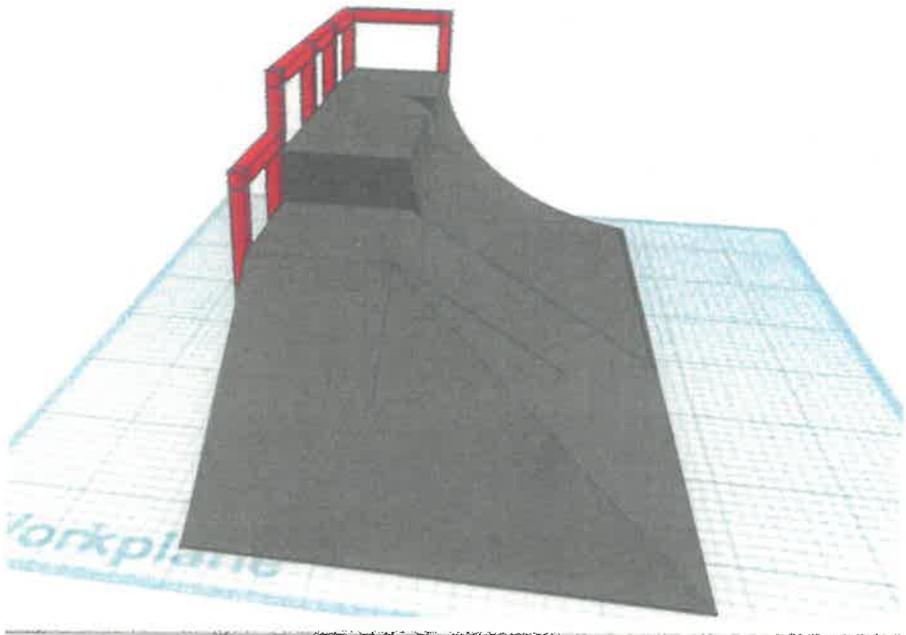
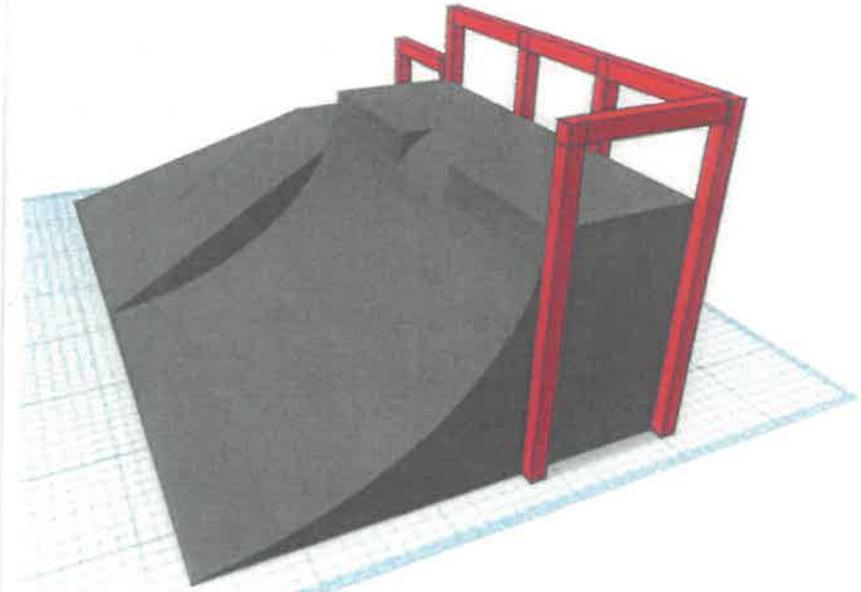
Notes:

- Prevailing wage included.
- If your project is subject to bonding requirements or sales tax, call for revised quote.



Purchase through our competitively bid government Sourcewell contract.

WE LOOK FORWARD TO BUILDING YOU A GREAT SKATE PARK!



Combination ramp sits in the corner of the park adding the necessary flow needed in any skate park.

Details:

- Quarter Pipe 5' Tall, 12' wide with roll-in ramp in the middle – great for transitions and new skateboarders
- Handrails tied into existing shelving unit at park
- Two Sided Hip 4' tall

