

**TOWN BOARD MEETING  
TOWN HALL, MAHOPAC, N.Y.**

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Michael Cazzari on the 4<sup>th</sup> day of October 2023 at 7:03 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Baranowski, Councilman Lombardi, Councilwoman McDonough, Councilman Schanil and Supervisor Cazzari.

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

**PUBLIC COMMENTS**

Tinalouise Regina, 17 Shindagen Hill Road, addressed the Town Board with regard to a telephone pole alongside her driveway which has been repeatedly hit by speeding vehicles due to being located very close to the road. She went on to detail how after several complaints were made by her and her neighbors, a new pole was erected further from the road, and NYSEG transferred their wires to it. However, after five years, the original pole has not been removed. It remains next to the new one and still holds Verizon and Comcast wiring.

Supervisor Cazzari explained how he has been attempting to resolve this issue with Verizon and Comcast for years as there are about 390 poles that need to be removed. He stated that he would contact them once again and if they do not take any action, the Town Board may enact legislation which would allow fines to be imposed on the utility companies. Supervisor Cazzari noted that these poles are not only aesthetically unappealing, they can be dangerous. Discussion was held regarding the matter.

**PRESENTATION OF TENTATIVE BUDGET FOR FISCAL YEAR 2024 TO TOWN BOARD**

Town Clerk Ann Spofford presented copies of Supervisor Cazzari’s 2024 Tentative Budget to the Town Board as filed in the Office of the Town Clerk on September 29, 2023.

**SUPERVISOR MICHAEL CAZZARI - 2024 TENTATIVE BUDGET MESSAGE**

Supervisor Cazzari delivered his 2024 Tentative Budget Message.

*Office of the Supervisor  
Michael S. Cazzari*

<p><b>TOWN OF CARMEL</b> <a href="http://www.ci.carmel.ny.us">www.ci.carmel.ny.us</a> 60 McAlpin Avenue ♦ Mahopac, NY 10541 Tel: (845) 628-1470 ♦ Fax: (845) 628-6836</p>
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**SUPERVISOR’S FISCAL YEAR 2024 TENTATIVE BUDGET MESSAGE**

Good evening everyone.

Tonight, I am pleased to present my Tentative Budget for Fiscal Year Ending 2024. I would like to thank my entire staff for their assistance and support. I am committed to maintaining this year’s budget at a minimum cost to the taxpayers. With the current financial difficulties throughout the country, we are all feeling the strain of higher prices, and soaring interest rates.

Pursuant to New York State Town Law, Section 106, I present the 2024 Tentative Budget for your consideration and review. I would like to summarize a few items within budget.

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

4 OCTOBER 2023  
TOWN BOARD MEETING

(Cont.)

I am very happy to report that the town still maintains a AA1 credit rating. This allows the town to borrow money for its capital projects at the lowest interest rates possible. I would like to acknowledge the Town's Comptroller, Mary Ann Maxwell, on receiving numerous Certificates of Achievements from the National organization representing Government finance professionals for transparency in financial reporting practices and Government accounting. These achievements compliment the Town's fiscal management and strong financial stability.

The Town will continue to provide a list of its essential information and services that is available both on the Town's Web page [www.ci.carmel.ny.us](http://www.ci.carmel.ny.us) and in all Town departments.

This year, the Town Board offered a retirement incentive to uniformed members of our Police Department. Two (2) members of the department with twenty (20) plus years of service, accepted the terms of the incentive and retired in 2023. These incentives resulted in a savings of over \$300,000 to the resident taxpayers.

In my effort to remain under the 2% Tax Cap I am proposing to eliminate one full-time position from the Town Hall staff, and I have proposed budget cuts to non-essential areas in the special districts.

The Downtown Mahopac Revitalization Project, including the design of Swan Cove, and the Downtown Business District improvements, is moving forward. Woodard and Curran, the engineering firm retained for the design of these projects will be giving a presentation to the Board and residents at the Town Board Work Session to be held on Wednesday, October 11<sup>th</sup> at 7:00 pm here at Carmel Town Hall. I encourage everyone to attend or view the presentation on cable Channel 95 for Xfinity customers and Channel 24 for Verizon Fios customers. The meetings can also be found live on the Town's web page.

In addition, with the input and support of the Town Planner Pat Cleary, the Planning Board led by Chairman Craig Paepre, members of the Town Board, town employees and residents, the town will be finalizing the Town of Carmel Comprehensive Master Plan and Zoning Code.

My Tentative Fiscal Year 2024 Budget is subject to review and amendments made by the Carmel Town Board. Changes to the Tentative Budget may be made by the Board and a Preliminary Budget will be adopted on October 18, 2023. A Public Hearing on the Preliminary Budget will be held on November 1, 2023, at which time the Town Board will listen and take into consideration, public comments from the residents, business owners and tax payers. A Final Town wide Fiscal Year 2024 Budget must be voted on and adopted on or before November 20, 2023.

The Town continues to absorb the rising costs of insurances, utilities, materials, supplies and equipment; as well as having to deal with the frustration of their availability. As your Town Supervisor, I will continue to put every effort into keeping these costs at a minimum, and I will continue to lobby the Federal and State Officials for grant funding.

The 2024 Fiscal Year Tentative Budget reflects a **6.32% decrease** in the Town wide tax rate.

To give a comprehensive explanation of what this tax rate decrease actually means, our Town Comptroller, Mary Ann Maxwell will now present the Fiscal Year 2024 Town of Carmel Supervisor's Tentative budget. This presentation will provide for you an in-depth review and explanation of the Town's finances identifying projected expenditures and revenues for Fiscal Year 2024.

In closing, my sincere thanks to Town Comptroller, Mary Ann Maxwell, along with Town Clerk Ann Spofford, Highway Superintendent Michael Simone, Receiver of Taxes Kathleen Krauss, Town Justices Thomas Jacobellis and Dan Miller, department heads, managers and my staff for their assistance and support during the preparation of my Tentative Budget, Fiscal Year Ending 2024.

Respectfully submitted this 4<sup>th</sup> day of October, 2023



Michael S. Cazzari,  
Supervisor, Town of Carmel

**2024 TENTATIVE BUDGET FINANCIAL SUMMARY - PRESENTATION**

Town Comptroller Mary Ann Maxwell detailed the following presentation.

**TOWN OF CARMEL**

**2024**

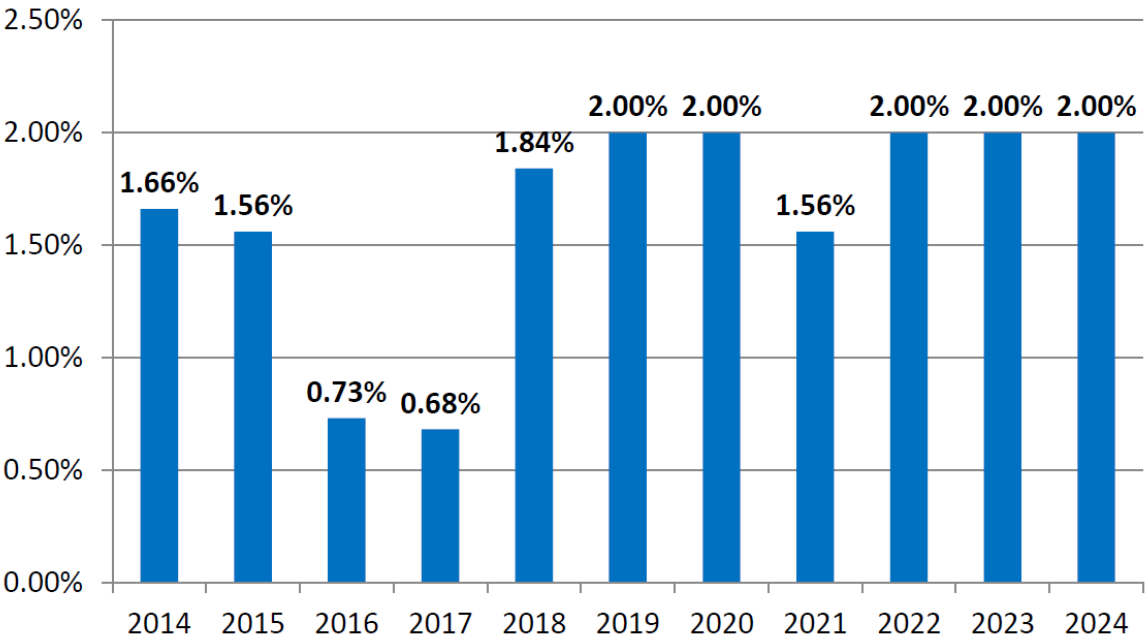
**Tentative Budget**

**Tax Levy**

The ***Allowable Tax Levy Growth*** imposed by NYS Comptroller’s Office for the 2024 Budget is 2.00% which is the lesser of 6.26% which is the current rate of inflation according to Office of State Comptroller.

For the Town of Carmel (Townwide and Special Districts) this equates to a ***Maximum Allowable Tax Levy*** increase of **\$1,085,077.**

**NYS 2.00% Property Tax Cap**  
*Maximum Allowable Tax Levy*



(Cont.)

## Total Tax Levy Increase

2024 Tentative Budget the Overall Tax Levy Increase  
of: \$1,034,522

General/Highway	-	\$691,499
Ambulance/Fire	-	\$ 85,001
Garbage Districts	-	\$155,988
Water Districts	-	\$ 17,450
Sewer Districts	-	\$ 84,975

Tentative 2024 Budget is under the Cap by \$50,555  
(1,085,077 – 1,034,522 = 50,555)

## Tax Levy vs. Tax Rate

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

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

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

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

## Town’s 100% Equalized Assessed Value

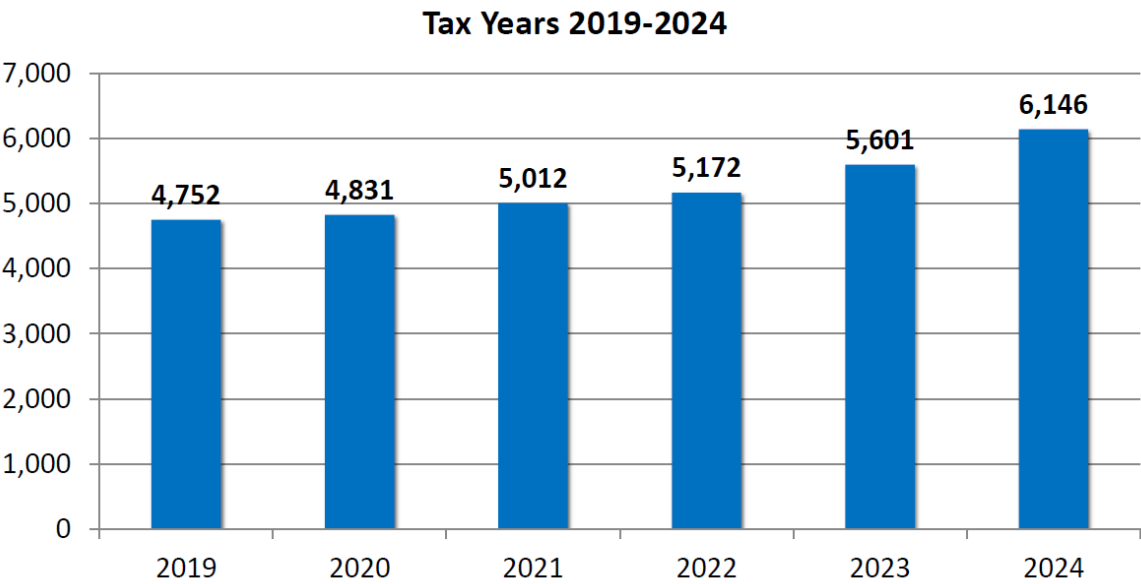
The Townwide *100% Equalized Assessed Value* used for the 2024 Tentative Budget is 6,146,116,729, an *increase* of approx. 544,661,792 from the prior year equalized assessed value.

An *increase* in the assessed value from one year to the next may result in a decrease in the tax rate if the levy decreased or remained unchanged.

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Annual Taxable Assessed Value

Townwide (General/Highway) – 6 yr History - (in billions xxx,xxx)



2024 Townwide Budget (General/Highway)

Tax Levy

Expenditures	\$33,002,893
(Revenues)	(7,049,506)
Fund Balances - Reserves	(510,000)
Property Tax Levy	\$25,443,387

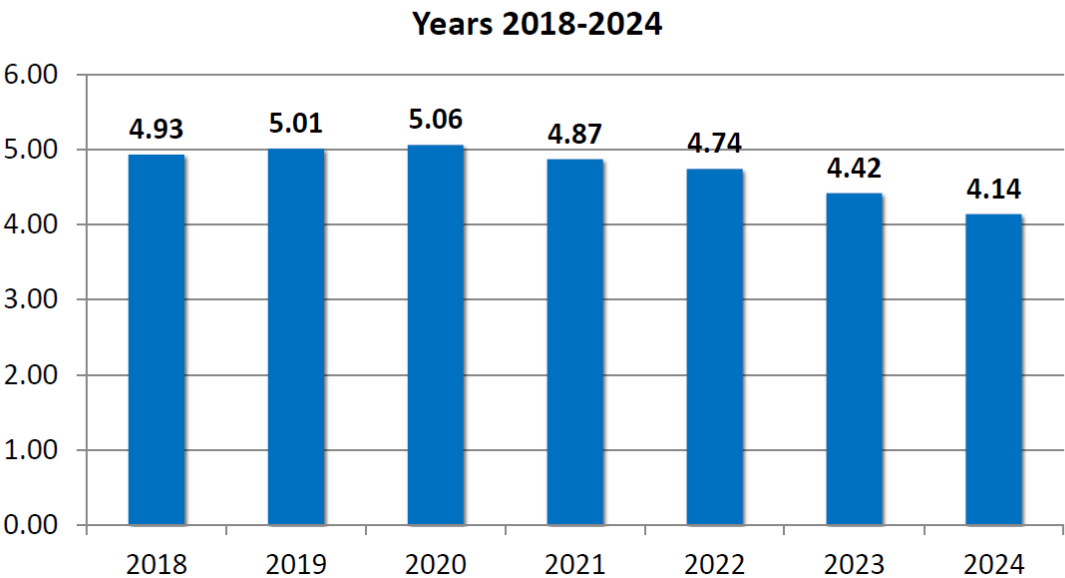
Tax Rate

Property Tax Levy	\$25,443,387/
Taxable Assessed Value	6,146,116,729
2024 Tax Rate	4.14

2024 Annual Tax Rate Decrease -6.32% \*  
\* Represents tax % decrease on rate from prior year

Annual Tax Rate

Townwide (General/Highway) – 7 Year History





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2024 Tentative Townwide Budget

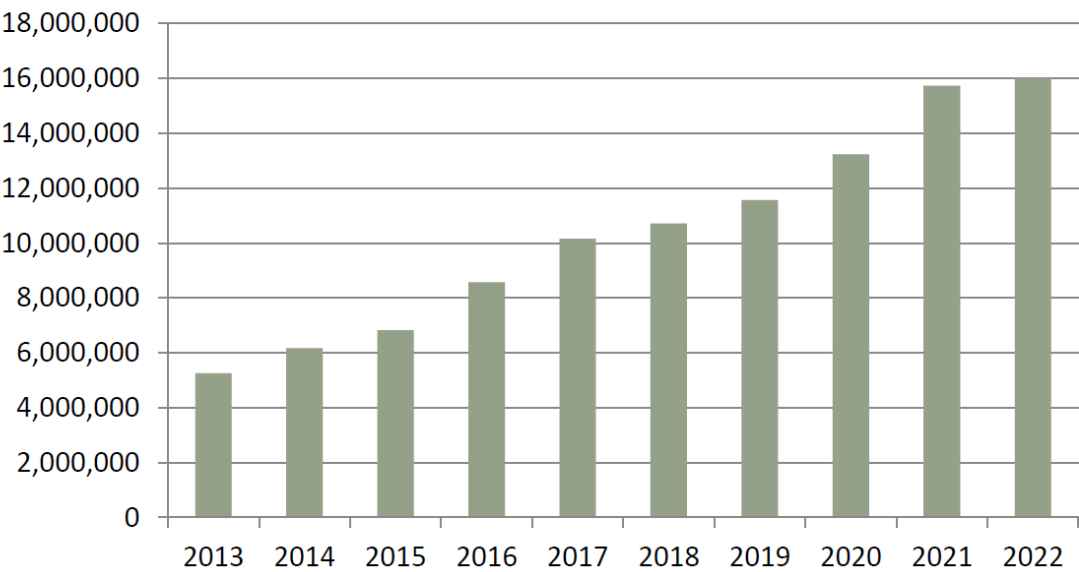
A property homeowner (assessed at approx. \$471,509) would pay approximately \$1,952 per year which is a \$132 decrease from the prior year if assessed value remained the same.

\$1,425,000 is budgeted for 2024 Annual Townwide Debt Obligations.

**Employee Compensation & Benefit Costs** is 75.1% of total expenditures. \$24.8 million budgeted of the \$33.0 million in Townwide Expenditures.

*\* Employee expenses include Annual Salary, Overtime, Other Compensation Cost, Pension, Health Benefit Costs, Workers Comp, FICA/Medicare/MTA Tax, Retiree Health Benefits*

Townwide Fund Equity  
*10 Year History*



SEPTEMBER 2023 BAN/BOND SALE

New Debt Service –

- Net Interest Rate for \$14.8mm September 2023 BAN was 3.76% a slight increase from 2.91% from the prior year.
- 2024 Required Debt Payments include Highway Projects, Water Meter Project, Carmel Water District #2, Park Districts, Water Tank Project, Carmel Sewer District #1 and #5.
- Total ‘New Money’ Debt Issued = \$1,400,000 (of which \$1.1mm is for Highway projects and \$300k is for Lake Mahopac Park District).
- CWD #2 Distribution Facility Plan Project is complete and will be bonded out in 2024. Final costs came in substantially under budget by approx. \$6.5mm from original cost estimate of \$13.3mm.

(Cont.)

## BUDGET DRIVERS/HIGHLIGHTS

Employee Salary/Benefit Costs:

- Health Insurance Costs Budgeted 10% increase for 2024 – will not know 2024 NYSHIP rates until Nov 2023.
- Pension Contributions:
  - ERS rates increased to 17.6% of salary for Tier 4 members,
  - PFRS rates increased to 34.8% of salary for Tier 2 members.
- Workers Comp Exp – Preliminary rates estimated a slight increase in 2024.
- Salary Expense for Union Employees 2.75% to 3.00% due to union contracts.
- Added one (1) new officer to Police Force bringing total to 36 officers. New officer added to run DARE program in the Mahopac Middle School.
- Police Overtime - Police Overtime Budget \$670,000 slight increase due to K-9 unit (including \$60k celebration line, \$50k Lake Patrol, \$20k for K-9 unit).
- Police Training – Budgeted approx. \$100,000 in 2024 Tentative Budget.

## BUDGET DRIVERS/HIGHLIGHTS

Revenue increases/decreases from prior year

- Employee HI Contributions - increased approx \$80k *(due to union contracts and increase in healthcare costs)*
- Interest Earnings increased by \$190,000 in the 2024 Budget due to investment accounts opened in 2022
- Building Dept Fees remained the same at \$665,000 in the 2024 Budget (Bldg Permit, COs, Title Fees)
- Mortgage Tax Revenue Budgeted \$950,000 in 2024 decrease from \$1,300,000 in 2023. (YTD 2022 actual revenue is down at approximately \$536k through Aug 2023).
- Water District Consumption Rate increase in quarter end 3/31/24 billing period. Last increase was in 2013.
- Parks and Recreation Fees - \$428,320 budgeted revenue in 2024 Budget.
- CHIPS Highway Funding – State Aid estimated approx. \$703,297 in 2024 Budget.
- Police Lake Patrol – State Aid estimated at \$35,000 in 2024 Budget (50% of Lake Patrol expense).

## BUDGET DRIVERS/HIGHLIGHTS

Capital Equipment Projects/Other

- Swan Cove Improvements/Upgrades - \$300,000 from prior years budgets; \$1.5mm from ARPA funds
- Capital Improvements at Town Hall - \$1.0mm from ARPA funds
- McDonough Park upgrades - \$300,000 from ARPA funds
- Budgeted \$190,000 for 2 Police vehicles plus 3 vehicle upfits (\$50k from *Equipment Reserve*)

Highway Fund

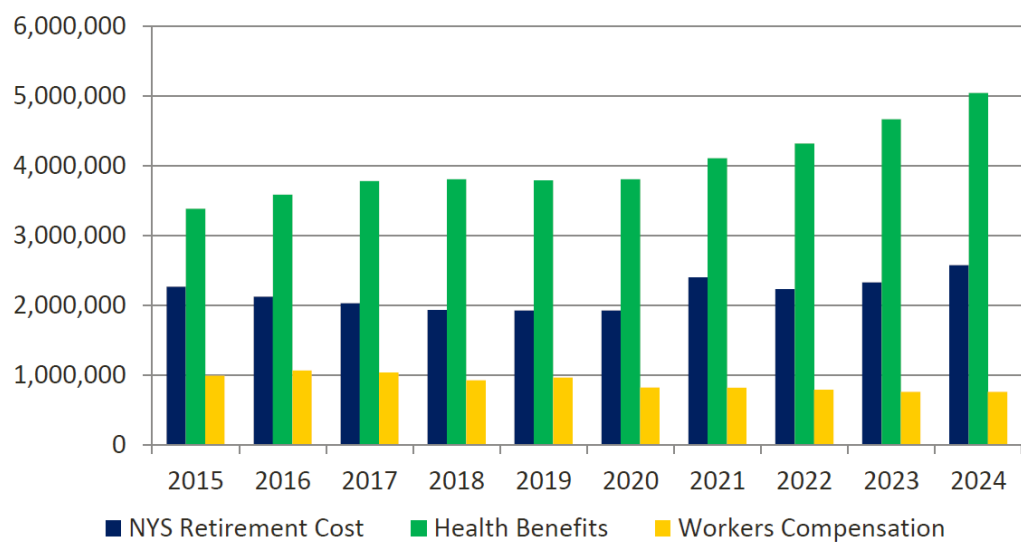
- 2024 Snow Budget is a total of \$1.8mm (to include \$600k for snow materials expense and \$350k for overtime expense).
- \$150,000 is budgeted for Capital Machinery plus Capital Reserve \$850,000.
- Snow Reserve Fund Balance as of 12/31/22 was \$750,000.

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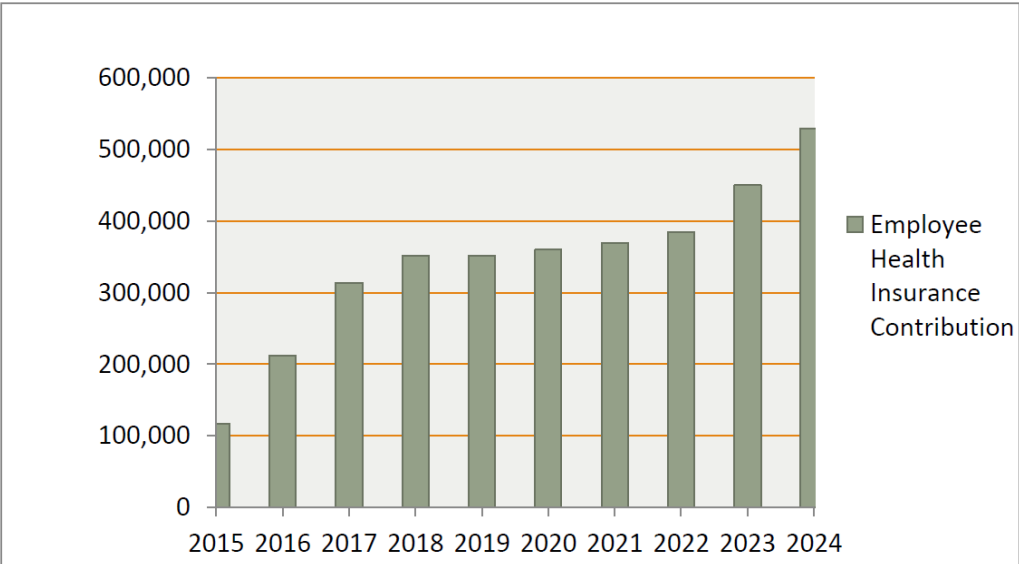
### BUDGET DRIVERS/HIGHLIGHTS

- **Fire/Ambulance Districts** – Increases 2023/2024 in both MFVFD and MVFD due to need cover cost for ambulance coverage.
- **Town Water Districts** - will see a special district tax increase due to annual debt obligations from capital project costs for the Water Meter and Water Storage Tank Projects. WMP was started in 2019 and is approx. 95% complete improving efficiency with the Town’s billing process.
- **CWD #14** - will see a special district tax increase due to need to borrow from CWD #14 Fund Balance for emergency expenses in 2023.
- **Contingent Line** – Budgeted \$150,000 in 2024 Tentative Budget.
- **Technology upgrades** - \$65,000 is budgeted in the 2024 for technology upgrades. A fund was established for future purchase of *data imaging equipment* - Balance \$115K.

Employee/Retiree Benefits Costs  
2015-2024



Employee HI Contributions  
2015 - 2024



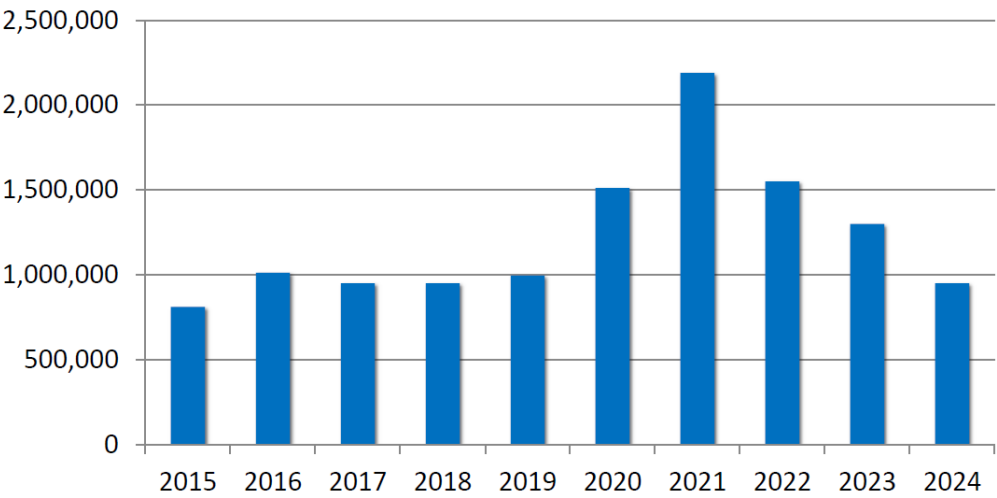


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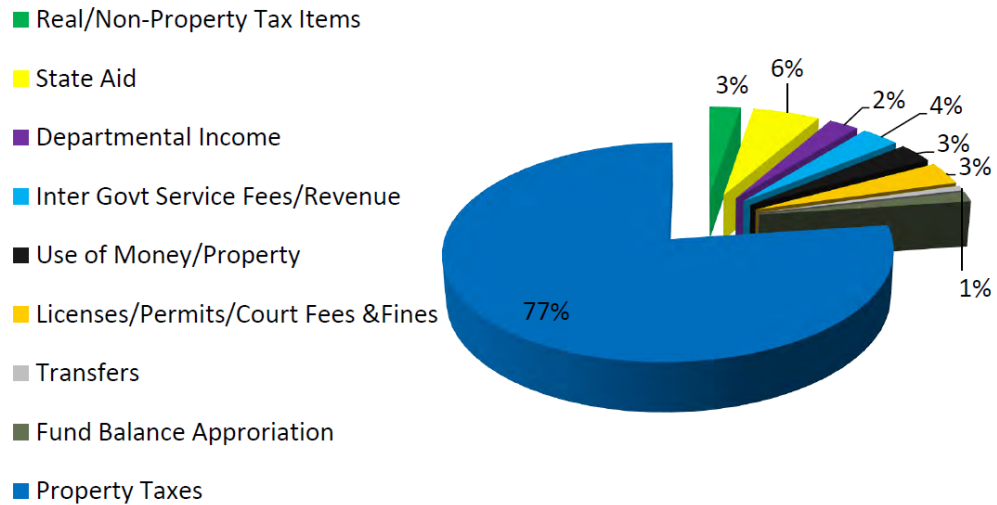
### Mortgage Tax Revenue

10 Year History

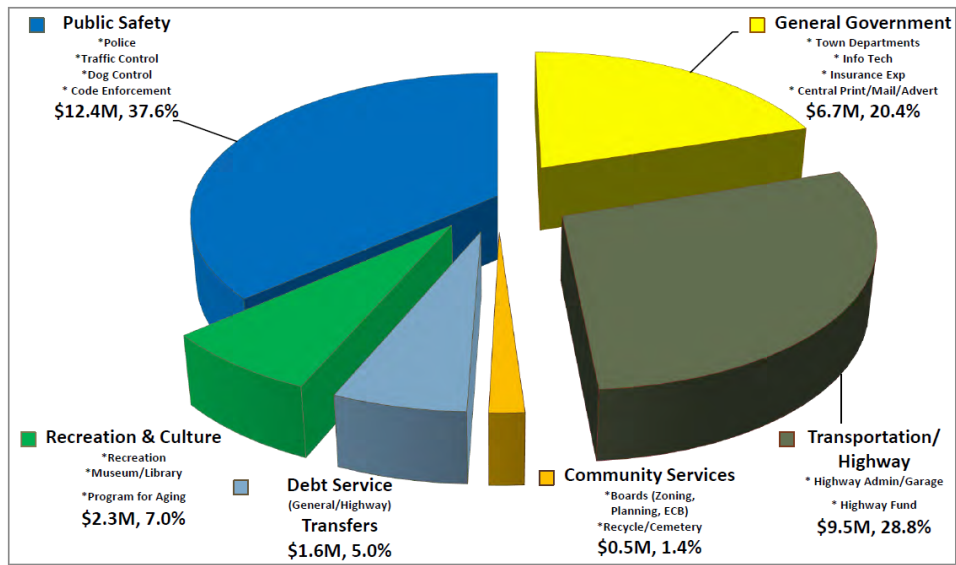
Years 2015-2024



### Townwide Budgeted Revenues for Fiscal Year 2024 - \$33,002,893

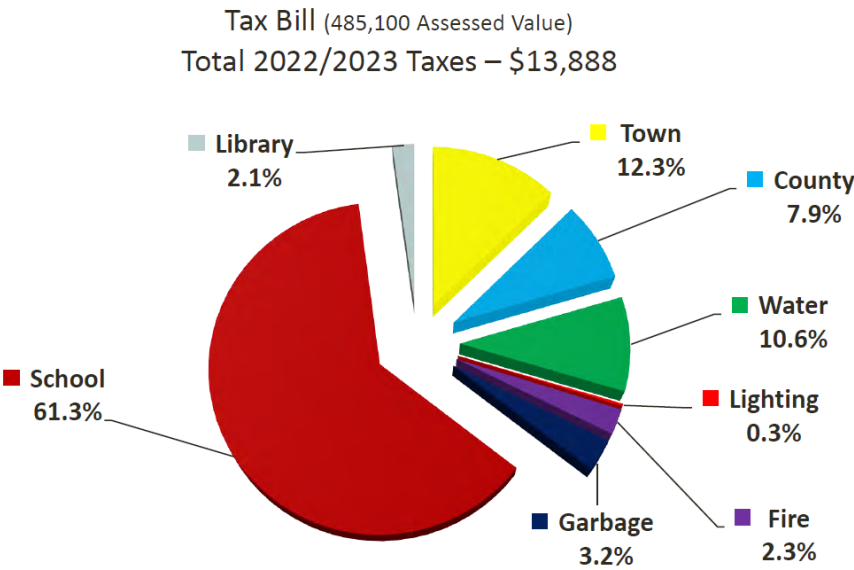


### Townwide Budgeted Expenditures for Fiscal Year 2024 - \$33,002,893

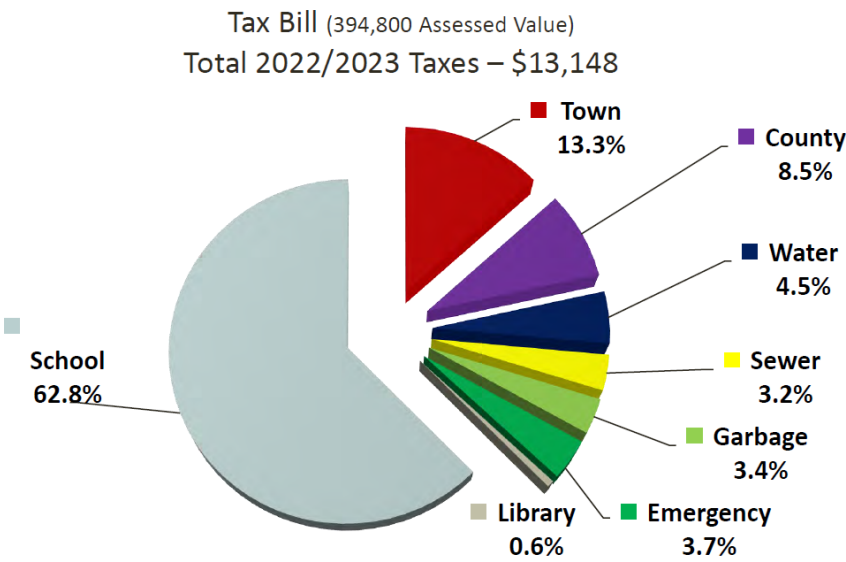


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Total Tax Bill for Taxpayer in Mahopac Central School District



Total Tax Bill for Taxpayer in Carmel Central School District



Questions/Answers

If anyone has any questions or concerns regarding the 2024 Tentative Budget please feel free to stop by the Comptroller’s Office or call at (845) 628-1500 ext 175.

*Mary Ann Maxwell*  
**Town Comptroller**  
**Town of Carmel**

The Town Board members acknowledged Town Comptroller Mary Ann Maxwell for her efforts in connection with the 2024 Tentative Budget and her presentation.

4 OCTOBER 2023  
TOWN BOARD MEETING

**EMERGENCY REPAIRS ACKNOWLEDGED - CARMEL SEWER DISTRICT #2 - KUCK EXCAVATING - \$23,591.82 AND CARMEL SEWER DISTRICT #4 - WATER WORKS SOLUTION LLC - \$31,250.00**

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of the various water and sewer districts of the Town of Carmel, hereby acknowledges the emergency performance of water and sewer district collection system/distribution system and treatment facilities repairs as fully detailed in the revised memorandum of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated September 20, 2023, as attached hereto and made a part thereof.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilwoman McDonough

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

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: September 20, 2023

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/authorization to proceed in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Sewer District 2 - Connect to sewer – 69 Fair Street  
  
The owners of 69 Fair Street have contacted both the Putnam County Department of Health (PCDOH) and the Engineering department regarding a failing septic and that they want to connect into the Town Sewer. They are in the sewer district and our records indicated they are (or at least should be) connected. This situation was a health and safety issue.  
  
A manhole, proximate to the residence, located on Fair street, was identified as the most logical location to connect this service. Due to the location of the work to be performed including the installation of the sewer lines, excavation work and the need for lane closures on Fair St. the work was performed over the course to two (2) days. This repair was completed by Kuck Excavating on September 2, 2023. Attached is an invoice in the amount of \$23,591.82 for Kuck Excavating make this connection
- Carmel Sewer District 4 ~ Pump Replacement  
  
On August 5, 2023, Inframark, the operators for CSD 4, notified the Engineering Department that due to the electrical failure at the plant, the influent flow meter and the sand filter PLC controller failed, attempts were made to repair, but due to the age of the equipment this was not possible.  
  
Attached is an invoice in the amount of \$31,250.00 (\$13,750.00 for the influent flow meter and \$17,500.00 for the sand filter controller) from Water Works Solution LLC to purchase and install this equipment.

(Cont.)

Please note that this invoice has been submitted to insurance for reimbursement.

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

Tel: (845) 628-1500 Fax: (845) 628-7085 email [rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us)  
G:\Engineering\Town Board\Emergency Invoices\09-20-23 WS\09-20-2023 Emergency Repair Acknowledgement to TB.doc

EXHIBIT "B"  
**Emergency Justification Form**  
**Town of Carmel Procurement Policy**

**Procurement Policy, Section VI: Emergency Procurement**

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

Department: Engineering  
Vendor names: Kuck Excavating  
Nature of emergency: New Sewer Lateral  
Estimated cost: See attached

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

☒ The situation arose out of an accident or unforeseen occurrence or condition.

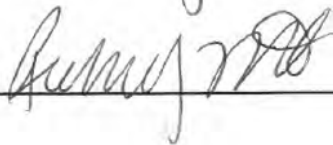
☐ Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.

☐ The situation required immediate action, which could not await competitive bidding.

☒ The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.

☐ Other (provide explanation):

Purchasing Agent's signature for approval: 

Department Head's signature for approval: 

**Ed Kuck Excavating Inc**  
20 Day Road  
Carmel, NY 10512

TOWN OF CARMEL, ENGINEERING DEPT

INV #  
TOC 71-2023  
REQ #  
Vendor 0670  
Tax ID – 133851002  
CSD2

**NEW SEWER LATERAL**

Respond as per ENGINEERING DEPT  
Job Location: 69 FAIR STREET  
Work Completed 8/31/2023 2 HRS PW 9/2/2023 11 HRS PWOT  
Start time: End Time: 6 HRS

(Cont.)

Job Description: DAY 1: TRAFFIC CONTROL & SAW CUT ROAD  
DAY 2: SET UP TRAFFIC CONTROL. HAMMER ASPHALT AND ROCK OUT, DRILL MANHOLE, INSTALL SDR 35 SEWER PIPE  
ACROSS ROAD, INSTALL CLEANOUT. BACKFILL TRENCH WITH ITEM 4 AND COMPACT, INSTALL COLD PATCH

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	11 HRS DAY 2	\$95.00 per hour	1,045.00
PC-120		\$175.00 PER HR	
Dump Truck	11 HRS DAY 2	\$100.00 per hour	1,100.00
Support Vehicle	Day rate 2 DAYS	\$155.00 PER DAY	310.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	70.00
Mud Sucker	Day rate	\$70.00	
Locater	Day rate	\$70.00	
TRASH PUMP & HOSE	DAY RATE PER UNIT	\$225.00 PER PUMP	
Machine Hammer	Day rate	\$250.00	250.00
Powered drill/hammer	Day rate	\$70.00	70.00
MACHINE OPERATOR OT 1-1/2	11 HRS X 1 MAN	\$291.27 PER HR	3,203.97
Machine operator DAY 2	HRS X MAN	\$194.18 PER HR	
Laborers DAY 1	2 HRS X 4 MEN	\$169.30 PER HR	1,354.40
LABORER OT 1 -1/2 DAY 2	11 HRS X 5 MEN	\$253.95 PER HR	13,967.25
Item 4	25 YARDS	\$52.00 per yard	1,300.00
Seed		\$150.00 bag	
CONCRETE			
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
HAY		\$19.00 bag	
GRAVEL		\$50.00/YARD	
LIGHT TOWER		\$275.00 DAY RATE	
COLD PATCH			781.20
AIR COMPRESSOR WITH			
Total			23,591.82

EXHIBIT “B”  
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**Town of Carmel Procurement Policy**

**Procurement Policy, Section VI: Emergency Procurement**

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

Department: Engineering

Vendor names: Water Solutions

Nature of emergency: Influent Flow Meter and Sand Filter Controller Replacement due to electrical outage at CSD4 \*\*\*\*Insurance

Estimated cost: See attached

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

- ☒The situation arose out of an accident or unforeseen occurrence or condition.
- ☐ Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- ☐ The situation required immediate action, which could not await competitive bidding.

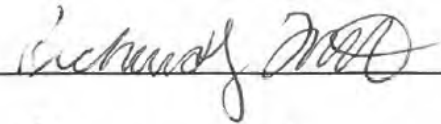


4 OCTOBER 2023  
TOWN BOARD MEETING

(Cont.)

✓The emergency purchases or services exceeded \$10,000 and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.

❑ Other (provide explanation):

Purchasing Agent’s signature for approval: 

Department Head’s signature for approval: 



TOWN OF CARMEL

ENGINEERING

REQUEST FOR PURCHASE OR REPAIR

District: CSD 4

Inframark, LLC  
2 Renwick Street  
Newburgh, NY 12550  
United States

T: +1 845 228 0460  
www.inframark.com

Date of Request: 9-7-23      Emergency Request      Asset ID #: 1252 &1404      Quote Expires: n/a

Item requested: Replacement influent flow meter (\$13,750.00) and replacement sand filter operator interface (PLC controller) (\$17,500.00). Please see detailed quote attached.

Purpose of item: Influent Flow Meter (Chart Recorder)(Asset ID #1252 & 1404) - Failed on Saturday 8/5/2023. Assessed by Charles Cuyulis on 8/8/2023, determined to be irreparable needing complete replacement due to the age of technology.

Sand Filter PLC Controller (Operator Interface)(No Asset ID #) - Failed on Monday 8/7/2023. Assessed by Charles Cuyulis on 8/8/2023, determined the screen had completely failed. Noted we will need to either replace the screen itself or wire the PLC to our SCADA system (Second option was deemed more cost effective and practical).

This is all repair work necessary from our recent power issues.

Estimated age of equipment to be replaced / repaired: approx. 10 years

Estimated life expectancy of new equipment / repair: 10 years

Labor cost for installation and/or repair: In repairing these items, we will be making some changes such as incorporating both items to the CSD4 Scada module interface. This will allow for the discarding of obsolete equipment such as the chart recorder and sand filter panel screen. This will also allow for better digital record keeping on both units. As part of this repair work, Inframark will be running the necessary communications wires and conduit. We plan on obtaining the necessary wire and conduit from Mid-County Electric Supply on the town account. It should only take a few hours of billable time for both jobs.

Vendor #1:	Water Solution Supply LLC	Cost: \$31,250.00
Vendor #2:	(Chuck Cuyulis)	Cost:
Vendor #3:		Cost:

(Cont.)

**Esteves, Donna**

**From:** chuckc@ensocorp.com  
**Sent:** Wednesday, August 16, 2023 9:00 AM  
**To:** Geertsema, Jack  
**Subject:** Carmel Sewer 4 Emergency Upgrades

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

Jack – Here are two estimates for the Influent Flow Meter (\$13,750) and the Sand Filter Operator Interface (\$17,500).

**New Influent Flow meter** – provide flow meter, help with installation and integrate with SCADA/Operator Interface in CMF plant: \$13,750

Services:

1. Receive and configure device
2. On site to help with installation of Transducer at the flume and the Transceiver local to the flume. Mounting hardware and installation by others
3. On site to complete final configuration and start up of new flow meter
4. On site to add the new analog input to the CMF Master PLC. Land wiring installed by others
5. Add new flow meter to SCADA/Operator Interface – add tags, add flow display, add flow to historical database and to trends
6. Test and confirm operation
7. Provide documentation of new flow meter

Materials:

1. Pulsar Measurement Ultra 5 transceiver, UL approved, wall mount, NEMA 4X
2. Pulsar Measurement Mach 3 transducer with 10-meter cable, sunshield and cone

Not included:

1. Installation of transducer at the flume
2. Installation of the transceiver near the flume
3. Running power to the new transceiver
4. Running analog cable from transceiver to the CMF building Master control cabinet

**Replace dead Operator Interface on the Sand Filter with screens on the new SCADA computer** – Work with Plant Staff to connect Sand Filter PLC to the new SCADA computer, add programming to replicate operations of dead Operator Interface and integrate with SCADA/Operator Interface in CMF plant: \$17,500.

Services:

1. Design cabling from SCADA machine to Sand Filter control cabinet, provide details to Operation staff for procurement and installation. Provide serial extender hardware to install on new cabling.
2. On site to help with installation of cabling and associated hardware
3. Procure new SCADA driver software to communicate with the Sand Filter PLC, install in SCADA computer
4. Document information in Sand Filter PLC to display on new screens
5. Add new tags and develop new screens for Sand Filter control and data acquisition
6. Test and confirm operation
7. Provide operator training on new screens

(Cont.)

- Materials:
- 1. Wonderware ModBus IO Driver software
  - 2. Serial extenders

- Not included:
- 1. Provision and Installation of conduit and cabling

Please et me know if you need more information or have any questions.

Thank you.

Regards,  
Chuck

Charles Cuyulis  
Water Solution Supply, LLC  
PO Box 4269  
Wayne, NJ 07470  
Office: 201-768-2900  
Mobile: 201-826-4268

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**PURCHASE OF TWO 2023 DODGE DURANGO POLICE PURSUIT VEHICLES (PPV)  
AUTHORIZED UNDER NEW YORK STATE OFFICE OF GENERAL SERVICES  
CONTRACT - NIELSEN FLEET - NOT TO EXCEED \$106,749.00**

WHEREAS, the Town Board of the Town of Carmel, upon the recommendation of Chief of Police Anthony Hoffmann in his memo dated September 20, 2023 authorizes the purchase of two 2023 Dodge Durango Pursuit PPV vehicles from Nielsen Fleet of Morristown, New Jersey, per their quote, dated September 12, 2023, NYS OGS Contract #PC69848, a Westchester County Contract Vendor at an amount not to exceed \$106,749.00; and

BE IT FURTHER RESOLVED that Chief of Police, Anthony Hoffmann is hereby authorized to sign any and all documentation necessary to accept the proposal and authorize the actions contained herein; and

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

**Resolution**

Offered by: Councilman Schanil  
Seconded by: Councilman Lombardi

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

**HIGHWAY DEPARTMENT - PURCHASE OF ROAD SALT AUTHORIZED UNDER  
NEW YORK STATE OFFICE OF GENERAL SERVICES CONTRACT - APALACHEE,  
LLC**

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, in his memo dated September 14, 2023, hereby authorizes the purchase of road salt for the period of September 1, 2023 through August 31, 2024 from Apalachee, LLC, under New York State Office of General Services Group #01800 Award # 23315 Contract No. PC 70129 at the unit prices set forth therein.

Resolution  
Offered by: Supervisor Cazzari  
Seconded by: Councilman Schanil and Councilwoman McDonough

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

**RESOLUTION AUTHORIZING ENTRY INTO CONTRACT FOR PURCHASE OF  
REAL PROPERTY - FROM MAHOPAC CENTRAL SCHOOL DISTRICT - 179 EAST  
LAKE BLVD., MAHOPAC - TABLED**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry into a contract of sale for the purchase of real property located 179 East Lake Blvd., Mahopac, New York designated as Town of Carmel Tax Map Section 76.22, Block 1 Lots 7, 55 and 56 from the Mahopac Central School District for a purchase price not to exceed \$1,341,000, said contract to be in form and content as attached hereto;

BE IT FURTHER RESOLVED, that Town Supervisor Michael Cazzari is hereby authorized to execute said contract of sale and any and all other documentation to effectuate and consummate the purchase and title transfer of said real property to the Town of Carmel; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Carmel further authorizes any appraisal service necessary and required to be performed in connection with the aforesaid purchase; and

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

Motion to Table  
Offered by: Supervisor Cazzari  
Seconded by: Councilwoman McDonough

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

**CONTRACT OF SALE**

Dated: October\_ , 2023

Seller and Purchaser agree as follows:

(Cont.)

**PARTIES**

Seller: **BOARD OF EDUCATION OF THE MAHOPAC CENTRAL SCHOOL DISTRICT**  
Address: 179 East Lake Boulevard Mahopac, New York 10541

Purchaser: **TOWN OF CARMEL**  
Address: 60 McAlpin Avenue, Mahopac, New York 10541

- 1. **PURCHASE AGREEMENT.** Seller shall sell and Purchaser shall purchase the Property on the terms and conditions stated in this Contract of Sale (“Contract”). The Property is described on the Tax Map of the Town of Carmel as follows:  
  
Tax Map Nos. 76.22-1-7, 55 and 56
- 2. **BUILDING AND IMPROVEMENTS.** The sale includes all buildings and improvements on the Property in the condition they currently exist “AS IS.”
- 3. **FIXTURES, PERSONAL PROPERTY.** The sale includes all of Seller’s fixtures as may currently exist and no other items of personal property.
- 4. **PURCHASE PRICE.** The purchase price is ONE MILLION THREE HUNDRED FORTY-ONE THOUSAND ONE and 00/100 DOLLARS (\$1,341,000.00).

Payable as follows:

Purchase Price: \$1,341,000.00

A down payment on signing of this Contract, by check subject to collection: \$134,100.00

Balance in certified or bank check delivered at the Closing: \$1,206,900.00

The down payment hereunder shall be held in escrow by Seller’s attorneys, Thomas, Drohan, Waxman, Petigrow & Mayle, LLP, pursuant to the terms of the Contract, in a special account. The special account does not bear interest. It will be held in escrow until: (a) title to the Property is transferred to the Purchaser, in which case the amounts will be released from the escrow account and given to the Seller, and applied as partial payment of the Purchase Price; or (b) Purchaser defaults under this Contract, in which case the amounts will be released from the special account and given to the Seller; or (c) Purchaser is entitled to said funds pursuant to the

terms of this Contract, in which case the amounts will be released from the escrow account and returned to Purchaser.

The balance at closing shall be paid in cash or good certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. The check must be payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if an individual) to the order of Seller in the presence of Seller or Seller’s attorney.

Notwithstanding the acceptance of any uncertified funds by the Seller in consideration for the delivery of the Deed herein, said acceptance shall not constitute a waiver of any right under this Contract nor shall it be construed as an unconditional delivery of the Deed to the Purchaser by the Seller, it being the intention of the parties hereto that the failure of said uncertified funds to be honored upon presentment to an appropriate bank shall constitute a failure of consideration under this Contract and shall require the Purchaser to tender the Deed back to the Seller on ten days’ written notice of that event unless, in the meantime, the Purchaser has replaced said funds with cash or good certified check. This provision shall survive the event of closing.



**4 OCTOBER 2023  
TOWN BOARD MEETING**

(Cont.)

5. **TITLE TRANSFER SUBJECT TO:**

- a. Building and zoning regulations, but only to the extent applicable.
- b. Conditions, agreements, rights-of-way, covenants, reservations, restrictions and easements of record.
- c. Any state of facts an inspection or survey of the Property may show, if it does not make the title to the Property unmarketable.
- d. Unpaid assessments payable after the date of the transfer of title.
- e. A permissive referendum as set forth in paragraph 16 below.

6. **DEED AND TRANSFER TAXES.** At the Closing, Seller shall deliver to Purchaser a Bargain and Sale deed with covenants against grantor's acts so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller. The Deed shall contain a trust fund clause as required by Section 13 of the Lien Law. The filing fee of Real Property Transfer Report 5217 (RP-5217) shall be paid by Purchaser. This transaction is exempt from any transfer tax under Article 31 of the Tax Law, as the Purchase is a political subdivision of the State of New York

Each party shall be responsible for its own costs and expenses, including attorneys' and accounting fees, in connection with this transaction.

7. **TITLE COMPANY APPROVAL.** Seller shall deliver and Purchaser shall accept such title as

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any reputable title company authorized to do business in the State of New York would approve and insure in accordance with their standard form of title policy, subject only to matters provided for in this Contract.

- 8. **TITLE OBJECTIONS.** In the event that the Purchaser discovers any defect, lien and/or encumbrance which would give the Purchaser the right to terminate this Contract of Sale, the Purchaser shall give written notice specifically identifying such defect, lien and/or encumbrance to the attorney for the Seller, Daniel Petigrow, Esq., Thomas, Drohan, Waxman, Petigrow & Mayle, LLP, 2517 Route 52, Hopewell Junction, New York 12533, no later than at least thirty (30) days prior to the date of closing. In the event of such notice, the Seller shall, at Seller's option, be entitled to a reasonable adjournment of the date hereinbefore fixed for the closing, for the purpose of removing such defect, lien and/or encumbrance. However, any action taken by the Seller to remove such defect, lien and/or encumbrance, shall not be deemed an admission on Seller's part that such defect, lien and/or encumbrance is one which would give the Purchaser the right to terminate this agreement.
- 9. **CERTIFICATE OF OCCUPANCY.** This transfer is contingent upon the Purchaser's title company report indicating that: (1) there exists a valid certificate of occupancy for the premises; or (2) there is no certificate of occupancy required for the premises. Purchaser agrees to be responsible for any search of the municipal records to determine the existence of, or lack of, a necessary certificate of occupancy.
- 10. **ADJUSTMENTS AT CLOSING.** The following are to be apportioned pro-rata as of midnight of the day before the closing:
  - a. Taxes, water rates and sewer rents, if any, based on the fiscal period for which assessed. If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation. Any errors or omissions in computing apportionments or other adjustments at closing shall be corrected within a reasonable time following closing. This subparagraph shall survive the Closing for one (1) year only.

**4 OCTOBER 2023  
TOWN BOARD MEETING**

(Cont.)

- b. Fuel, if any.
- 11. **WATER METER READINGS.** If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty (30) days prior to the time set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.
- 12. **FIRE, OTHER CASUALTY.** This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.
- 13. **CONDITION OF PROPERTY.** Purchaser agrees to close and take title to the Property in the same condition as exists at the time of the signing of this Contract. Seller makes no warranty or representation concerning the condition of the Property, including the value, nature, quality or

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condition of the Property; the suitability of the Property for any and all activities and uses which Purchaser may conduct or hope to conduct thereon; the compliance of or by the Property and its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; and, the manner, quality, state of repair, or lack of repair of the Property or any portion thereof or any improvements thereon. This Contract alone fully expresses the agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation not set forth in the Contract.

Any inspections or examinations of the Property which are to be made at the request of the Purchaser shall be completed within twenty (20) days of Purchaser's attorney's receipt of a fully executed counterpart of this Contract of Sale. In the event such inspections or examinations are not completed within the time period set forth above and the Seller notified of the results thereof, then, at the option of the Seller, the contingencies for such inspections or examinations shall have no further force or effect.

- 14. **USE OF PROPERTY.** Neither Seller nor Purchaser shall seek, agree to or make a change in the use of the property or its zoning classification, unless Seller has agreed in writing to the change.
- 15. **SELLER UNABLE TO CONVEY TITLE.** If Seller is unable to convey title in accordance with this Contract, then Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

Seller shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the premises marketable. The Purchaser may, nevertheless, accept such title as the Seller may be able to convey without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Seller.

- 16. **CLOSING DATE AND PLACE.** The Closing will take place at the office of Seller, on or about a date to be mutually agreed upon by the Seller and Purchaser, but no later than sixty (60) days following the Purchaser's attorney's receipt of a fully executed counterpart of this Contract of Sale.

Purchaser shall have no possession, right, title or interest of any nature in the Property or any part thereof until delivery to Purchaser of the Deed to said property and the payment of the purchase price as herein specified. The Seller shall be permitted to occupy the buildings and improvements located at 179 East Lake Boulevard through and including December 1, 2023, notwithstanding title to the Property being delivered to the Purchaser prior to that date.

The delivery of the Deed and execution of all closing documents herein shall constitute full compliance with the terms, covenants and conditions of this Contract, including any and all addenda and/or riders annexed thereto, and moreover none of the terms hereof or of such addendum and/or rider, except those specifically made to survive title closing, shall survive title closing.

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4 OCTOBER 2023  
TOWN BOARD MEETING

(Cont.)

The Seller's obligations under this Contract to close or convey title are subject to a permissive referendum approved by a majority of the qualified voters of the Mahopac Central School District casting votes at a special meeting to be duly noticed and held, but only in the event the Seller receives a petition signed by at least ten percent (10%) of the qualified voters no later than thirty days after the Seller approves the Contract. Seller will promptly notify Purchaser if such a petition is received.

17. **CONTRACT AS OFFER ONLY.** This instrument shall be considered only as an offer on the part of the Seller and shall not be enforceable against the Seller until the same and all of its terms and conditions are approved by the Seller and this instrument is executed by and on behalf of the Seller.
18. **PURCHASER'S LIEN.** All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey are hereby made liens on the Property. The liens shall not continue after default by Purchaser.
19. **NOTICES.** All notices, demands, elections and other communications desired or required to be delivered or given under this Lease shall be in writing, and shall be deemed to have been delivered and given when delivered by hand, or on the date of delivery when delivered by overnight courier service, or on the third business day after the same have been mailed by first class registered or certified mail, postage prepaid, enclosed in a securely sealed envelope addressed to the party to which the same is to be delivered or given at such party's address as set forth in this Contract of Sale or at such other address as said party shall have designated in writing:

Addresses for Notices to Seller:

BOARD OF EDUCATION OF THE  
MAHOPAC CENTRAL SCHOOL DISTRICT  
Attn: Christine Tona, Superintendent of Schools  
179 East Lake Boulevard  
Mahopac, New York 10541  
Telephone No. (845) 628-3415  
Fax No. (845) 628-5502  
Email: tonac@mahopac.org

With a copy to:

Daniel Petigrow, Esq.  
Thomas, Drohan, Waxman, Petigrow & Mayle, LLP  
2517 Route 52  
Hopewell Junction, New York 12533  
Telephone No. (845) 592-7000  
Fax No. (845) 592-7020

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Email: dpetigrow@tdwpm.com

Addresses for Notices & Payments to Purchaser:

TOWN OF CARMEL  
60 McAlpin Avenue  
Mahopac, New York 10541  
With a copy to:

Gregory Folchetti, Esq.  
Costello & Folchetti, LLP  
1875 US Route 6  
Carmel, New York 10512



4 OCTOBER 2023  
TOWN BOARD MEETING

(Cont.)

20. **ENTIRE AGREEMENT.** All prior understanding and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon any statement, promise or representation made by anyone who is not a party to this Contract.

This instrument shall be considered only as an offer on the part of the Purchaser and shall not be enforceable against the Seller until the same and all of its terms and conditions are approved by the Seller and this instrument is executed and delivered by and on behalf of the Seller.

21. **DEFAULTS AND REMEDIES.** If Purchaser defaults hereunder, Seller shall be entitled to such remedies as are provided at law or in equity. If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity.

22. **NO ORAL CHANGE.** This Contract may not be changed or ended orally.

23. **SUCCESSORS.** This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

24. **ASSIGNMENT.** This contract shall not be assigned by the Purchaser without the written consent of the Seller.

25. **PDF COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. The exchange of copies of this Contract and of signature pages by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Contract as to the Parties and may be used in

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lieu of the original Contract for all purposes. Signatures of the Parties transmitted by electronic mail shall be deemed to be their original signatures for all purposes.

26.

27. **SIGNATURES.** Seller and Purchaser have signed this Contract as of the date at the top of the first page.

**IN WITNESS WHEREOF,** this Contract of Sale has been duly executed by the parties hereto.

BOARD OF EDUCATION OF THE  
MAHOPAC CENTRAL SCHOOL DISTRICT

TOWN OF CARMEL

By: \_\_\_\_\_  
Name: Adam Savino  
Title: President

By: \_\_\_\_\_  
Name: Michael S. Cazzari  
Title: Supervisor:

**4 OCTOBER 2023  
TOWN BOARD MEETING**

(Cont.)

**PURCHASER'S RIDER TO CONTRACT OF SALE**

**SELLER:** BOARD OF EDUCATION OF THE MAHOPAC  
CENTRAL SCHOOL DISTRICT

**PURCHASER(S):** THE TOWN OF CARMEL

**CONTRACT DATE:** OCTOBER \_\_, 2023

**PROPERTY TO BE CONVEYED:** 179 EAST LAKE BOULEVARD  
TM#76.22-1-7; #76.22-1-55 & #76.22-1-56

28. In the event that any provision or provisions of the printed portion of this contract ¶¶1-27 are in conflict with the provisions of this rider, then the terms of this rider shall be deemed conclusive and prevailing.

29. During the period commencing on the date of this contract and concluding at 11:59 p.m. on the ninetieth (90<sup>th</sup>) day following the date of receipt of fully-executed contracts herein by Purchaser's attorney, Purchaser may, subject to the rights of the Seller and its tenants/occupants of the Property, perform such physical inspections (including but not limited to environmental site assessment(s), surveys, studies, subsurface investigations, structural and system inspections etc., and review any other non-confidential matter with respect to the Property and/or the physical condition of the Property and its structures/improvements. In connection therewith, Purchaser, its agents, servants and/or employees, shall have the right, at its sole risk, responsibility, cost and expense to enter upon the Property at reasonable times and with reasonable written notice to "all of Seller's contacts identified in paragraph 19 of the Contract of Sale, for the purpose of conducting any such inspections and related activity. Purchaser agrees to indemnify and hold harmless the Seller from any actions, suits, liens, claims, damages, expenses, losses and liabilities (including reasonable attorney fees and expenses incurred) arising from or related to the entry onto the Property of the Purchaser, its agents, servants and/or employees, which indemnity shall survive the closing and termination of this agreement. Subsequent to such entry, Purchaser its agents, servants and/or employees, shall promptly restore the Property to its prior condition. Purchaser and its agents, consultants and/or professionals performing any physical inspection of the Property shall be required to furnish proof of satisfactory insurance naming the Seller as additional insured before entering the Property

30. Seller shall provide to Purchaser all materials and documents within its possession relating to the physical condition of the Property. In the event that Purchaser, for whatever reason, does not acquire title to the Property, then Purchaser shall return all such materials to Seller without cost to Seller.'

31. Purchaser shall have the right to determine, in its sole and absolute discretion, not to proceed with the acquisition of title to the Property at any point during the course of the ninety (90) day due diligence period set forth herein, then Purchaser shall deliver written notice of such rescission/cancellation pursuant to ¶19 of this contract. Purchaser's failure to deliver such written notice of rescission/cancellation in accordance with this paragraph shall be deemed a waiver of such rights.

32. Upon any cancellation or rescission of this contract by Purchaser, the Seller shall promptly refund to Purchaser all sums and deposit paid by Purchaser hereunder.

33. Seller agrees to provide reasonable access to the Property by Purchaser and its agents, servants and/or employees for purposes of inspections and surveys etc. which are contemplated by this rider. Said access shall be during business hours or other after-business hours upon reasonable written notice to Seller. Purchaser agrees that the inspection activities shall not unreasonably disturb Seller and/or its employees or the use of the Property or Seller's business operations.

34. The cost of all inspection fees, consultant's fees and any other expenses related to the inspections and investigations to be conducted upon the Property by Seller shall be borne exclusively by Purchaser. Seller reserves the right to have representative(s) present at any such inspections or investigations conducted at the Property by Purchaser.



(Cont.)

SELLER:

PURCHASERS:

BOARD OF EDUCATION  
OF THE MAHOPAC CENTRAL  
SCHOOL DISTRICT  
BY:

TOWN OF CARMEL, NEW YORK  
BY:

**NOTICE REQUIREMENT WAIVED IN SECTION 64 OF THE NEW YORK STATE ABC  
LAW WITH RESPECT TO A LIQUOR LICENSE FOR WATERMELON HILL CORP.  
D/B/A THE PATRON PANADERIA & RESTAURANT**

WHEREAS, the representatives and/or proprietors of Watermelon Hill Corp. d/b/a The Patron Panaderia & Restaurant, 732 Route 6, Mahopac, New York, have advised of the intention to apply for an on-premises liquor license for which thirty days advance notice of such application must be sent to the municipality, and

WHEREAS, the notice required by Article 5 of the ABC Law may be waived by the Town Board, and

WHEREAS, the Town of Carmel Town Board does not intend to comment upon the application referred to herein;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby waives the thirty-day notice requirement contained in Article 5 of the Alcoholic and Beverage Control Law, and states that it does not intend to offer any comments regarding said application, for a liquor license at the premises referred to herein; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized to sign a Waiver of Said Notice on behalf of the Town of Carmel.

Resolution

Offered by: Councilwoman McDonough  
Seconded by: Councilman Baranowski

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

**NOTICE REQUIREMENT WAIVED IN SECTION 64 OF THE NEW YORK STATE ABC  
LAW WITH RESPECT TO A LIQUOR LICENSE FOR PRATO RESTAURANT AND  
PIZZERIA, INC. D/B/A THE PRATO TRATTORIA**

WHEREAS, the representatives and/or proprietors of Prato Restaurant and Pizzeria, Inc., 1892 US-6, Carmel, New York, have advised of the intention to apply for an on-premises liquor license for which thirty days advance notice of such application must be sent to the municipality, and

WHEREAS, the notice required by Article 5 of the ABC Law may be waived by the Town Board, and

WHEREAS, the Town of Carmel Town Board does not intend to comment upon the application referred to herein;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby waives the thirty-day notice requirement contained in Article 5 of the Alcoholic and Beverage Control Law, and states that it does not intend to offer any comments regarding said application, for a liquor license at the premises referred to herein; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized to sign a Waiver of Said Notice on behalf of the Town of Carmel.

(Cont.)

Resolution  
Offered by: Councilman Baranowski  
Seconded by: Councilwoman McDonough

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

**ADVERTISEMENT FOR BIDS AUTHORIZED - 2024 POLARIS RANGER XP PREMIUM**

RESOLVED that Town of Carmel Police Chief Anthony Hoffmann is hereby authorized to advertise for bids for a 2024 Polaris Ranger XP Premium as described in the bid document prepared by Richard Franzetti, P.E., Town Engineer; and  
BE IT FURTHER RESOLVED that upon finalization and completion of bid specifications, the Chief of Police is to furnish detailed specifications for the above to the Town Clerk Ann Spofford which are to be used in conjunction with the Town's general bid conditions and specifications.

Resolution  
Offered by: Councilman Lombardi  
Seconded by: Councilman Schanil

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

Prior to the roll call vote, Councilwoman McDonough asked what a Polaris Ranger XP Premium is and what it would be used for.  
  
Supervisor Cazzari stated that it is an off-road rescue type vehicle that the Police Department will use on the bike path and in wooded areas of the Town for searches. A brief discussion followed.

**COMMENTS/ANNOUNCEMENTS**

Supervisor Cazzari announced that Town Board is moving their October 11, 2023 Work Session scheduled for 7:00 p.m. at the Carmel Fire House to Carmel Town Hall.  
  
Supervisor Cazzari announced that the Recreation and Parks Advisory Committee will be holding an open meeting on October 5, 2023 at 7:30 p.m. at Sycamore Park to obtain ideas and suggestions from the community on ways to improve the Recreation and Parks Department's programs.  
  
Supervisor Cazzari announced that the Town of Carmel will be holding an E-Waste Drop Off Day on October 21, 2023 from 9:00 a.m. to 12:00 p.m. on Mud Pond Road. Details are available on the Town's website.  
  
Councilman Baranowski acknowledged the Carmel Police Department in connection with their recent Coffee with a Cop community outreach event.

**4 OCTOBER 2023  
TOWN BOARD MEETING**

(Cont.)

Councilman Schanil announced that the Carmel High School's annual homecoming festivities will be held this weekend.

**ADJOURNMENT**

All agenda items having been addressed, on motion by Councilman Lombardi, seconded by Councilwoman McDonough, with all Town Board members present and in agreement, the meeting was adjourned at 7:46 p.m. to Executive Session to discuss a matter of personnel in connection with the 2024 Fiscal Year Budget.

Respectfully submitted,

Ann Spofford, Town Clerk