

**MICHAEL S. CAZZARI**  
Town Supervisor

**FRANK D. LOMBARDI**  
Town Councilman  
Deputy Supervisor

**ROBERT KEARNS**  
Town Councilman

**SUZANNE MC DONOUGH**  
Town Councilwoman

**TOWN OF CARMEL**  
TOWN HALL



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

**ALICE DALY**  
Town Clerk

**KATHLEEN KRAUS**  
Receiver of Taxes

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

**TOWN BOARD VOTING MEETING / WORK SESSION**  
**Wednesday, March 20th, 2024 7:00pm**

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**PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE**

**• Roll Call Attendance**

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

**Town Board Voting Meeting**

**Public Hearings:**

1. **Public Hearing** on a Purposed Local Law Amending Chapter 156 of the Code of the Town of Carmel, Entitled "Zoning", Specifically § 156-41 Entitled "Signs"

**PH# 1-A** Consider Resolution Making SEQR Determination Amending Chapter 156 of the Town Code of the Town of Carmel

**PH# 1-B** Consider Motion to Enact Law

2. **Public Hearing** on Proposed Local Law Amending Chapter 156 of the Code of the Town of Carmel, Entitled "Zoning"

**PH# 2-A** Consider Resolution Making SEQR Determination Amending Chapter 156 of the Town Code of the Town of Carmel

**PH# 2-B** Consider Motion to Enact Law

**• Motion to Adjourn Public Hearing**

**• Motion to Open Voting Meeting**

**Town Board Voting Meeting:**

**• Accept Town Board Minutes February 21<sup>st</sup>, 2024**

1. Res: Authorize January – February 2024 Budget Revisions

2. Res: Accept Consideration of New Appointment to Recreation and Parks Advisory Committee

3. Res: Accept Consideration of Re-Appointment to Recreation and Parks Advisory Committee

4. Res: Authorize Disposal of Equipment – Car #8 & truck #56

5. Res: Authorize Purchase of Parts for Truck #58 in the Amount of \$11,929.00

6. Res: Accept Emergency Repairs to Carmel Water District #2 in the Amount of \$15,076.56

7. Res: Accept Consideration to go out for Chemical Supplies Bid for Various Water and Sewer Treatment Plants

8. Res: Authorize EOHWC O&M Performance in the Amount of \$26,021.12

9. Res: Accept Contract Renewal for Auction International

10. Res: Accept Revisions to 2024 Organizational Chart

11. Res: Authorizing Entry into Contract for ATM Services - Town Hall Facility

12. Res: Accept Proposal for Water / Water Cooler Equipment / Supplies

13. Res: Accept Adoption of Amendments to New York State Criminal Justice Reform

14. Res: Authorizing Memorandum of Agreement with the Town of Carmel Police Benevolent Association, Inc. Regarding Establishment of Administrative Sergeant Assignment

**• Motion to Adjourn Voting Meeting**

**• Motion to Open Work Session**

## **Town Board Work Session:**

### **• Review of Town Board Minutes March 6th, 2024**

1. Mary Ann Maxwell, Town Comptroller – Consider Year End 2023 General/Highway Fund
2. Mary Ann Maxwell, Town Comptroller – Consider Final December 2023 Budget Revisions
3. Nina Kallmeyer, Director of Parks and Recreation - Consider Request to Waive Rental Fee
4. Nina Kallmeyer, Director of Parks and Recreation – Consider Request to Attend New York State Recreation and Park Society's Annual Conference
5. Glenn Droese, Town Assessor – Consider Request to Renew Assessment Support Services
6. Richard J. Franzetti, P.E. Town Engineer – Consider Request for Emergency Repairs/Services
7. Michael Stern, Highway Superintendent - Consider Highway Spring Bid Awards
8. Ray Hamil, Commissioner of Mahopac Volunteer Fire Department - Consider Request to Amend By Laws

### **• Motion to Adjourn Work Session Meeting**

### **• Motion to Move to Executive Session**

## **Town Board Executive Session:**

- Claims
- Potential Litigation
- Personnel

## Public Hearing #1

### A LOCAL LAW AMENDING CHAPTER 156 OF THE TOWN CODE OF THE TOWN OF CARMEL ENTITLED “ZONING”

Be it enacted by the Town Board of the Town of Carmel, Putnam County, State of New York as follows:

#### **SECTION 1: PURPOSE**

The purpose of this local law is to amend Chapter 156 of the Town Code of the Town of Carmel entitled “Zoning” and specifically §156-41 thereof entitled “Signs.”

#### **SECTION 2: AUTHORITY**

This chapter is adopted pursuant to the authority, of Article 2, §10 of the New York State Municipal Home Rule Law.

#### **SECTION 3: AMENDMENT OF CHAPTER 156**

§156-41 of the Town of Carmel Town Code entitled “Signs” is hereby amended as follows:

#### **§156-41(A)(4)(d) is hereby amended/revised to read as follows:**

(d) All Unshielded and bare incandescent light sources or any LED string lights where the bulb or diode is visible from any public space or right-of-way unless placed in a window in conformity with § 156-41(A)(5)(h)(1), (2), and (3) herein.

(§156-41(A)(4)(e) unchanged).

#### **§156-41(A)(4) is hereby amended by the addition of the following subsections (f), (g) & (h):**

(f) Signs that revolve or otherwise move or which utilize flashing or blinking lights or multiple illuminating units which operate alternately.

(g) Signs that cause direct glare into or upon a dwelling or other structure where persons live, are employed or conduct other activity where such glare would constitute a sustained nuisance.

(h) All Unshielded and bare incandescent light sources or any LED string lights where the bulb is visible from any public space or right-of-way.

#### **§156-41(A)(5) is amended by the addition of the subsection (h):**

(h) Window signs provided:

(1) One window sign is permitted per building or per tenant.

(2) In addition to a window sign, up to two (2) neon or LED signs may be permitted in the C and CBP districts only. The total sign area of the two neon/LED signs shall not exceed 5% OF THE GLAZING AREA OR FIVE (5) square feet, WHICHEVER IS SMALLER, and no individual neon/LED sign shall exceed FOUR (4) square feet. Neon, string and/or LED signs shall not

outline the shape or form of any window to which it is attached.

(3) All signs within a window – permanent, neon, LED, and/or temporary – COMBINED AREA shall not exceed TWENTY FIVE PERCENT (25%) of the total area of the window in which the signs are located.

#### **SECTION 4: HOME RULE**

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

#### **SECTION 5: SEVERABILITY**

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

#### **SECTION 6: EFFECTIVE DATE**

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and the provisions hereof which incorporate amendments to §156-41 shall be deemed enforceable as of May 15, 2024.



**Public Hearing #1 Resolution**

**RESOLUTION MAKING SEQR DETERMINATION IN  
REGARD TO LOCAL LAW # \_\_\_ AMENDING CHAPTER 156  
OF TOWN CODE OF THE TOWN OF CARMEL ENTITLED “ZONING ”**

RESOLVED that the Town Board of the Town of Carmel hereby determines that local law #\_\_\_ of 2024 amending Chapter 156 of the Carmel Town Code entitled “Zoning” is a Type II action under SEQR pursuant to 6NYCRR §617.5(c), and no further review is necessary.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## Public Hearing #2

### **A LOCAL LAW ESTABLISHING A MORATORIUM IN REGARD TO THE ISSUANCE OF PERMITS FOR “SMOKE SHOPS” AND “VAPE SHOPS” IN THE TOWN OF CARMEL**

Be it enacted by the Town Board of the Town of Carmel, Putnam County, State of New York as follows:

#### **SECTION 1: PURPOSE**

The purpose of this local law is to establish a temporary moratorium on the issuance of building permits and/or certificates of occupancy by the Town of Carmel Building Department for the construction, establishment and/or operation of any additional or new “smoke shops” or a “vape shops” within the limits of the Town of Carmel.

#### **SECTION 2: LEGISLATIVE FINDINGS**

The Town Board of the Town of Carmel has received numerous complaints regarding the operation of “smoke shops” and “vape shops” as defined herein, specifically concerning their detrimental effects on the health, safety, welfare and quality of life of the residents and citizens of the Town of Carmel. The Town Board has decided to review the current Zoning Chapter of the Town Code and consider the potential regulation of such “smoke shops” and “vape shops”. In order to allow the Town Board time to complete its review, draft proposed new legislation and enact any such legislation for these types of establishments, the Town Board deems it in the best interest of the general health, safety and welfare of the residents of the Town of Carmel to impose a moratorium on the issuance of any further building permits and/or certificates of occupancy by the Town of Carmel Building Department for the construction, establishment and/or operation of any additional or new “smoke shops” or a “vape shops” within the limits of the Town of Carmel which are not currently in existence or operation.

#### **SECTION 3: MORATORIUM**

Chapter 156 of the Town Code of the Town of Carmel is hereby amended by the amendment/addition of subparagraph/section 156-39.6. which shall read as follows:

Notwithstanding the foregoing, no building permits and/or certificates of occupancy permitting the construction, establishment and/or operation of any additional or new “smoke shops” or “vape shops” which are not currently in existence or operation at the time of the enactment of this law shall be issued by the Town of Carmel Building Department as a permitted retail use or other use within any zone within the Town of Carmel, from the effective date of this Local Law through and including September 15, 2024. For purposes of this section “smoke shop” or “vape shop” shall mean any business, facility or establishment with its main, primary or specialized purpose being the on-premises use and/or retail sale of tobacco and tobacco-related products, smoking equipment and/or electronic cigarette products

and related products and paraphernalia.

**SECTION 4: HOME RULE**

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

**SECTION 5: SEVERABILITY**

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

**SECTION 6: Effective Date**

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

**Public Hearing #2 Resolution**

**RESOLUTION MAKING SEQR DETERMINATION IN  
REGARD TO LOCAL LAW # \_\_\_ AMENDING CHAPTER 156  
OF TOWN CODE OF THE TOWN OF CARMEL ENTITLED “ZONING ”**

RESOLVED that the Town Board of the Town of Carmel hereby determines that local law #\_\_\_ of 2024 amending Chapter 156 of the Carmel Town Code entitled “Zoning” is a Type II action under SEQR pursuant to 6NYCRR §617.5(c), and no further review is necessary.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**Resolution #1**

**RESOLUTION AUTHORIZING BUDGET MODIFICATIONS**

WHEREAS Town Comptroller Mary Ann Maxwell has reviewed the proposed Budget Modifications for the period ending February 29, 2024 with the Town Board which are detailed and explained on the attached Budget Revisions Schedule #2024/01;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Budget Modifications/Revisions for the period ending February 29, 2024, as shown itemized on the schedule #2024/01, which is attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**TOWN OF CARMEL**  
**BUDGET REVISIONS JANUARY - FEBRUARY 2024 #2024/01**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>GENERAL FUND</b>					
1	100.1930.0040	CERTIORARI SETTLEMENTS		6,000.00	
	<b>100.1989.9876</b>	<b>RESERVE FOR CERTIORARI SETTLEMENTS</b>	*	<b>6,000.00</b>	
		- PROVIDE FOR CERTIORARI SETTLEMENTS			
2	100.3120.0012	POLICE STAFF OVERTIME		7,200.00	
	<b>100.1989.3089</b>	<b>STATE AID CRIMINAL JUSTICE</b>	*	<b>7,200.00</b>	
		- PROVIDE FOR POLICE OVERTIME DUE TO COURT COVERAGE FROM DISCOVERY GRANT			
3	100.3120.0024	POLICE ACCIDENT REPAIRS		1,717.60	
	<b>100.1989.2681</b>	<b>INSURANCE RECOVERY - ASSET</b>	*	<b>1,717.60</b>	
		- PROVIDE FOR POLICE VEHICLE REPAIRS FROM INSURANCE CLAIM			
4	100.3120.0027	POLICE OTHER EQUIPMENT		2,195.00	
	<b>100.1989.2701</b>	<b>REFUND PRIOR YEARS EXPENSE</b>	*	<b>2,195.00</b>	
		- PROVIDE FOR REFUND FOR RETURNED POLICE EQUIPMENT			
5	100.3120.0029	SPEC EQUIPMENT GRANTS- SEIZED ASSETS		3,924.00	
	<b>100.1989.3089</b>	<b>STATE AID CRIMINAL JUSTICE</b>	*	<b>3,924.00</b>	
		- PROVIDE FOR POLICE INTERVIEW ROOM RECORDING SYSTEM FROM DISCOVERY GRANT			
6	100.1010.0042	TOWN BOARD EXPENSE - R.K.		100.00	
	100.1620.0048	BUILDING CLEANING SERVICES		2,400.00	
	100.1920.0040	MUNICIPAL ASSN DUES		200.00	
	100.1010.0046	TOWN BOARD CONSULTING SERVICES			300.00
	100.1620.0045	BUILDING GROUNDS SPEC IMPROVEMENT			2,400.00
		- TRANSFER FOR MISCELLANEOUS EXPS IN THE GENERAL FUND			
7	100.1440.0046	ENGINEERING CONSULTANT EXPENSE		84,000.00	
	100.1440.0011	ENGINEERING STAFF EXPENSE			84,000.00
		- TRANSFER FOR 2024 ENGINEERING CONSULTANT EXPENSE			
8	100.5010.0011	HIGHWAY ADMIN STAFF EXPENSE		10,000.00	
	100.5010.0080	HIGHWAY ADMIN BENEFIT EXPENSE		50,000.00	
	100.1610.0011	CENTRAL SERVICES STAFF EXPENSE			20,000.00
	100.9902.0099	HIGHWAY FUND ANNUAL TRANSFER			40,000.00
		- TRANSFER FOR HIGHWAY ADMIN SALARY/BENEFIT EXP			
9	100.1620.0045	BUILDING GROUNDS IMPROVEMENT		14,000.00	
	100.1680.0020	INFO TECH EQUIPMENT		118,000.00	
	100.1680.0021	DATA IMAGING EQUIPMENT		105,000.00	
	100.1990.0040	CONTINGENCY - SOFTWARE CONVERSION		73,376.00	
	100.1990.0040	CONTINGENCY - MASTER PLAN/TOWN CODE		25,600.00	
	100.1990.0040	CONTINGENCY - SWAN COVE		325,000.00	
	100.3120.0021	POLICE MOTOR VEHICLES		55,000.00	
	100.3120.0027	POLICE OTHER EQUIPMENT		30,000.00	
	100.3120.0046	POLICE RENTALS/LEASES		70,000.00	
	100.7110.0020	PARK MAINTENANCE EQUIPMENT		18,500.00	
	100.7110.0022	PARK SPECIAL EQUIPMENT		11,512.00	
	100.7112.0041	MCDONOUGH SKATE PARK		9,500.00	
	100.7113.0045	SWAN COVE PARK IMPROVEMENTS		20,000.00	
	100.7115.0020	AIRPORT PARK EQUIPMENT EXPENSE		39,000.00	
	100.7190.0040	SKATING RINK CONTRACTUAL EXP		48,000.00	
	100.7999.0040	PARK CAPITAL IMPROVEMENTS		170,000.00	
	<b>100.1989.9909</b>	<b>APPROPRIATED FUND BALANCE ENCUMBRANCES</b>	*	<b>1,132,488.00</b>	
		- RECORD ENCUMBRANCES FORWARD INCREASING BUDGET PER AUTHORIZING RESOLUTION			

**TOWN OF CARMEL**  
**BUDGET REVISIONS JANUARY - FEBRUARY 2024 #2024/01**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>HIGHWAY FUND</b>				
10	500.5110.0013	GENERAL REPAIR TEMPORARY STAFF EXP	30,000.00	
	500.5110.0016	GENERAL REPAIR COMP RESERVE		30,000.00
		- TRANSFER FOR TEMPORARY STAFF EXP		
11	500.5130.0041	MACHINERY REPAIR CAPITAL EXPENSES	650,000.00	
	<b>500.5010.9878</b>	<b>FUND BALANCE FOR CAPITAL PROJECTS</b>	*	<b>650,000.00</b>
		- PROVIDE FOR 2024 HIGHWAY MACHINERY CAPITAL EXPENSE		
12	500.9902.0099	MACHINERY REPAIR CAPITAL EXPENSES	200,000.00	
	<b>500.5010.9878</b>	<b>FUND BALANCE FOR CAPITAL PROJECTS</b>	*	<b>200,000.00</b>
		- PROVIDE FOR 2024 HIGHWAY DRAINAGE CAPITAL EXPENSE		
<b>CARMEL FIRE PROTECTION DISTRICT #1</b>				
13	301.3410.0045	DRY HYDRANT EXPENDITURES	102,230.00	
	<b>301.3410.9909</b>	<b>APPROPRIATED FUND BALANCE ENCUMBRANCES</b>	*	<b>102,230.00</b>
		- RECORD ENCUMBRANCES FORWARD INCREASING BUDGET PER AUTHORIZING RESOLUTION		
<b>CARMEL FIRE PROTECTION DISTRICT #2</b>				
14	302.3410.0045	DRY HYDRANT EXPENDITURES	50,000.00	
	<b>302.3410.9909</b>	<b>APPROPRIATED FUND BALANCE ENCUMBRANCES</b>	*	<b>50,000.00</b>
		- RECORD ENCUMBRANCES FORWARD INCREASING BUDGET PER AUTHORIZING RESOLUTION		
15	302.3410.0043	INSURANCE EXPENSE	47,640.00	
	302.3410.0040	CONTRACT EXPENDITURES		47,640.00
		- TRANSFER TO COVER MVFD LIABILITY INSURANCE EXPENSE FOR PERIOD 1.20.24 - 4.1.24 TO BE DEDUCTED FROM QUARTERLY CONTRACTED AMOUNT - PER AUTHORIZED CONTRACT RESOLUTION		
<b>CARMEL GARBAGE DISTRICT</b>				
16	571.8160.0045	GARBAGE CONTRACT	5,500.00	
	<b>571.8160.9909</b>	<b>APPROPRIATED FUND BALANCE</b>	*	<b>5,500.00</b>
		- PROVIDE FOR 2024 CONTRACT EXPENSE		
<b>CARMEL GARBAGE DISTRICT (CLUSTER)</b>				
17	572.8160.0045	GARBAGE CONTRACT	12,700.00	
	<b>572.8160.9909</b>	<b>APPROPRIATED FUND BALANCE</b>	*	<b>12,700.00</b>
		- PROVIDE FOR 2024 CONTRACT EXPENSE		
<b>CARMEL WATER DISTRICT #5</b>				
18	605.8310.0047	EMERGENCY REPAIRS	5,000.00	
	605.8310.0040	CONTRACTUAL REPAIRS		1,134.00
	605.8310.0099	REPAIR RESERVE		3,866.00
		- TRANSFER FOR EMERGENCY MYRTLE AVE PUMP REPAIR		
<b>CARMEL SEWER DISTRICT #6</b>				
19	706.8130.0020	EQUIPMENT	3,000.00	
	706.8130.0040	CONTRACTUAL EXPENSE		3,000.00
		- TRANSFER FOR TSS METER		

**TOWN OF CARMEL**  
**BUDGET REVISIONS JANUARY - FEBRUARY 2024 #2024/01**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>CARMEL LIGHTING DISTRICT</b>					
20	752.5182.0040	CONTRACTUAL REPAIRS		6,000.00	
	752.5182.9909	APPROPRIATED FUND BALANCE	*	6,000.00	
		- PROVIDE FOR THE PURCHASE OF REPLACEMENT STREET LIGHT			
<b>DRAINAGE CAPITAL PROJECT</b>					
21	900.1989.0012	PROJECT OVERTIME EXPENSE		18,000.00	
	900.1989.0040	CONTRACTUAL EXPENDITURES		175,000.00	
	900.1989.0048	OTHER PROJECT EXPENDITURES		5,500.00	
	900.1989.0080	FICA/MED EXPENSE		1,500.00	
	900.1989.5030	INTERFUND TRANSFER FROM HIGHWAY	*	200,000.00	
		- PROVIDE FOR 2024 DRAINAGE PROJECT COST			
<b>FEMA PROJECT 4723 CAPITAL FUND</b>					
22	904.1989.0044	ENGINEERING SERVICES		50,000.00	
	904.1989.4321	FEDERAL AID - FEMA	*	50,000.00	
		- PROVIDE FOR ENGINEERING COST ASSISTANCE WITH FEMA LARGE PROJECTS			
<b>HIGHWAY RESURFACING CAPITAL PROJECT</b>					
23	950.5112.0012	PROJECT OVERTIME		15,000.00	
	950.5112.0045	CONTRACTED PAVING SERVICES		725,000.00	
	950.5112.0048	OTHER PROJECT EXPENDITURES		9,000.00	
	950.5112.0082	FICA/MED EXPENSE		1,000.00	
	950.5112.5710	PROCEEDS OF BORROWING	*	750,000.00	
		- RECORD 2024 CAPITAL AUTHORIZATION			
<b>CARMEL SEWER DISTRICT #5 CAPITAL FUND</b>					
24	975.8130.0020	EQUIPMENT		8,300.00	
	975.8130.0045	CONTRACT IMPROVEMENTS			8,300.00
		- TRANSFER FOR CAPITAL EQUIPMENT EXPENSE			
<b>CARMEL WATER DISTRICTS LEAD SERVICE LINE CAPITAL FUND</b>					
25	988.8310.0044	PROJECT ENGINEERING		212,000.00	
	988.8310.5710	PROCEEDS OF BORROWING	*	212,000.00	
		- PROVIDE FOR CAPITAL PROJECT COSTS FROM APPROVED BORROWING			



**Resolution #2**

**RESOLUTION MAKING APPOINTMENT TO THE  
RECREATION AND PARKS ADVISORY COMMITTEE**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Lindsey Jones to the Town of Carmel Recreation and Parks Advisory Committee for a term commencing April 1, 2024 and expiring December 31, 2026.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**Resolution #3**

**RESOLUTION MAKING APPOINTMENT TO THE  
RECREATION AND PARKS ADVISORY COMMITTEE**

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints Michael Mongon to the Town of Carmel Recreation and Parks Advisory Committee for a term commencing April 1, 2024 and expiring December 31, 2026.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**Resolution #4**

**RESOLUTION DECLARING CERTAIN EQUIPMENT OBSOLETE  
AND AUTHORIZING DISPOSAL**

RESOLVED that, upon the recommendation of Town of Carmel Superintendent of Highways Michael Stern, the Town Board of the Town of Carmel hereby declares the following vehicle to be obsolete and authorizes its their disposal in accordance with Town Law, including but not limited to Town Law §64(2-a):

- Car #8 --2011 Ford VIN # 2FABP7BV8BX183065
- Truck#56 --2000 Mack VIN # VG6M118C2YB303814.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**Resolution #5**

**RESOLUTION AUTHORIZING PURCHASE OF EQUIPMENT  
TOWN OF CARMEL HIGHWAY DEPARTMENT**

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Stern, hereby authorizes the purchase of impeller unit and ancillary parts for Truck #58 from Long Island Sanitation Co., Farmingdale, NY, at a cost not to exceed \$11,929.00 and in accordance with the quote/proposal dated March 4, 2024; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget revisions to effect the repairs authorized herein.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**Resolution #6**

**RESOLUTION ACKNOWLEDGING PERFORMANCE OF  
EMERGENCY REPAIRS CARMEL WATER AND SEWER DISTRICTS**

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 within Carmel Water District #2, all as fully detailed in the memoranda of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated March 6, 2024 as attached hereto and made a part thereof.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

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

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**To:** Carmel Town Board

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

**Date:** March 6, 2024

**Re:** Emergency Repairs/Services

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This memorandum is being presented to the Town Board to advise the Board of the attached emergency invoice that was 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.

- CWD2 - Route 301 and Belden Rd

On February 2, 2024 Inframark, the operators for CWD2, notified the Engineering Department of a water leak at on Route 301 proximate to Belden Rd.. It was a determined that the water main had had a circular crack. Attached is an invoice form Kuck Excavating in the amount of \$15,076.56 to make the repair. Per the attached, there are sufficient funds in the operating budget for this expense.

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

EXHIBIT "B"

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

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**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: Water Main Repair

Estimated cost: See attached invoice

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

CWD 3  
 INV #  
 TOC 12-2024  
 REQ #  
 Vendor 0670  
 Tax ID - 133851002

Attention:, ENGINEERING  
 TOWN OF CARMEL

**EMERGENCY 8" CIRCULAR CRACK IN WATER MAIN-NIGHT WORK**

Respond as per INFRAMARK  
 Job Location: ROUTE 301/BELDEN ROAD  
 Work Completed; 2/2/2024  
 Start time:

End Time: -8 HRS PWOT

**Job Description:**  
**SET UP TRAFFIC CONTROL AND LIGHT TOWER. WATER LEAKING ON SHOULDER OF ROAD. DUG UP AND EXPOSED LEAKING WATER MAIN, FOUND CIRCULAR CRACK IN 8" MAIN. USED REPAIR CLAMP TO FIX. BACKFILLED AND COMPACT TO SUBGRADE, THEN INSTALLED COLD PATCH TO BLACKTOP GRADE.**

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8	\$95.00 per hour	760.00
PC-120		\$175.00 PER HR	
Dump Truck	2 TRUCKS 8HRS	\$100.00 per hour	1600.00
Support Vehicle	Day rate	\$155.00 PER DAY	155.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	70.00
KUBOTA		PER HR	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
TRASH PUMP & HOSE	DAY RATE PER UNIT	\$225.00 PER PUMP	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT 1-1/2	8 HRS X 1 MAN	\$291.27 PER HR	2,330.16
Machine operator	HRS X MAN	\$194.18 PER HR	
Laborers	HRS X MEN	\$169.30 PER HR	
LABORER OT	8 HRS X 4 MEN	\$253.95 PER HR	8,126.40
Item 4 WITH SALT	20 YARDS	\$62.00 per yard	1,240.00
Seed		\$150.00 bag	
COLD PATCH	3 TON		450.00
PORTLAND		\$28.50	
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		275.00
SKYLIFT	90.00 PER HR		
Total			15,076.56



Richard 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

### WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: CWD2

Location (street address): Route 301 / Belden Road

Time and Date of Main Break or Hydrant Damage: 2/2/24

Field Response:

Manpower	HRS	Equipment	HRS
<u>1 operator</u>	<u>8</u>	<u>MRSS</u>	<u>8</u>
<u>4 laborers</u>	<u>32</u>	<u>Dump truck</u>	<u>8</u>
		<u>Dump truck</u>	<u>8</u>

Water Main: Size: 8" Material: Cast iron Depth to Main: 7ft

Hydrant: Manufacturer & Model: \_\_\_\_\_

Repair Materials Utilized: (1) 8" wrap

Cause of Main Break or Hydrant Damage: Radial Crack

Description of Damage caused, if any: \_\_\_\_\_

Future Restoration Required:

Pavement:	<input checked="" type="checkbox"/>	Sidewalk:	<input type="checkbox"/>
Lawn Area:	<input type="checkbox"/>	Shrubs:	<input type="checkbox"/>

Cause of Main Break or Hydrant Damage: \_\_\_\_\_

Date Repair Completed: 2/2/24 Prepared by: Jack G  
(Printed Name)

**Resolution #7**

**RESOLUTION AUTHORIZING ADVERTISING FOR BIDS  
WATER AND SEWER DISTRICT CHEMICAL SUPPLIES**

RESOLVED that, pursuant to the request of Town Engineer Richard J. Franzetti, P.E., Town Clerk Alice Daly is hereby authorized to advertise for bids for purchase of chemical supplies for the Town of Carmel Water and Sewer District treatment plants; and

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**Resolution #8**

**RESOLUTION AUTHORIZING PAYMENT TO  
EAST OF HUDSON WATERSHED CORPORATION**

RESOLVED, that upon the recommendation and determination of Town Engineer Richard J. Franzetti, P.E., the Town Board of the Town of Carmel hereby authorizes payment of the sum of \$26,021.22 to the East of Hudson Watershed Corporation (EOHWC) for operation and maintenance related to the 2023 Town of Carmel’s overall phosphorus reduction requirements, as well as in accordance with the Operations and Maintenance Policy for EOHWC previously adopted by the Carmel Town Board, as well as the invoice from EOHWC dated February 22, 2024.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**Resolution #9**

**RESOLUTION AUTHORIZING RENEWAL OF CONTRACT  
AUCTIONS INTERNATIONAL, INC.**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the renewal of the contract with Auctions International, East Aurora, NY for the sale of Town vehicles, machinery and equipment, said contract to be in general form and content as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to execute said agreement on behalf of the Town of Carmel.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on 02 / 24 / 20 21, between KENNETH SCHMITT (TOWN OF CARMEL SUPERVISOR), hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Titles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Purchaser's will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is NO commission charged to the seller.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar (\$30) fee for each motorized vehicle/equipment, and Five dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the renegeing bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(X) [Signature] TOWN OF CARMEL SUPERVISOR 845 628-1490  
 Seller's Authorizing Signature Printed Name and Agency Title Telephone Number

(X) 60 MCALPIN AVE MARHTA PAC NY 10541 ATTN: SUPERVISOR KEN SCHMITT  
 Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(X) KSO CI. CARMEL, NY, US  
 Seller's E-Mail Address

(X) [Signature] Marc Smith Putnam  
 Auctioneer's Signature Auctioneer's Printed Name Seller's County

**Resolution #10**

**RESOLUTION ADOPTING AMENDED ORGANIZATIONAL CHART**

RESOLVED that the Town Board of the Town of Carmel hereby adopts and ratifies the Town of Carmel Organizational Chart as amended, in form as attached hereto and made part hereof, effective immediately.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

# Town of Carmel Organizational Chart

## Town Supervisor & Carmel Town Board



**Supervisor's Office**

↓

**Michael Cazzari,  
Supervisor**

**Confidential Exec. Asst./  
Asst. to Town Board**

Principal Office Assistant

**Reception**  
Receptionist/Office Asst.

**Assessor Office**

Town Assessor  
Sr. Real Property Appraisers  
Real Property Appraiser(s)  
Assessment Assistant

**Building Department**

Building & Codes Enforcer  
Asst. Bldg. Inspector  
Fire Inspector  
Property Compliance Officer  
Principal Office Assistant  
Account Clerk

**Recreation Department**

Recreation Director  
Sr. Recreation Leader  
Principal Office Assistant  
Account Clerk/Recreation  
P/T Office Help(s)  
Park Maintenance Worker(s)  
P/T Laborer

**Maintenance Dept.**

Bldg. & Grounds Maint. Sup.  
P/T Help

**Engineering Office**  
Richard Franzetti, PE  
Town Engineer

↓

**Engineering Projects Manager**  
Principal Account Clerk  
P/T Seasonal

**Planning Department**

P/T Secy to Bds.  
P/T Office Help

**Comptroller Dept.**  
Mary Ann Maxwell,  
Comptroller

↓

Principal Account Clerk  
Sr. Account Clerk

**Accounting Dept.**  
Principal Account Clerk  
**Account Clerk**

**Police Dept.**  
Anthony Hoffmann,  
Police Chief

↓

Pol Lts.  
Detective Sergeant

Sergeant(s)  
Detective(s)

**Police Officers**

Dispatcher(s)  
Sr. Account Clerk  
Principal Office Assistant

## Town of Carmel Elected Officials

**Receiver of Taxes**  
Kathleen Kraus, Rec. of Taxes

↓

Deputy Receiver of Taxes  
Sr. Account Clerk II

**Town Clerk**  
**Alice Daly, Town Clerk**

↓

Deputy Town Clerk  
Principal Office Asst.

**Highway Department**  
**Michael Stern, Highway Sup.**

↓

Deputy Highway Superintendent  
Principal Account Clerk  
**Senior Account Clerk**

**Highway Workers**

**Justice Court**  
**Thomas Jacobellis. T.J.**  
**Daniel Miller, T.J.**

↓

Town Court Clerk  
Clerk to Justice(s)  
Sr. Account Clerk /Justice Court

**Resolution #11**

**RESOLUTION AUTHORIZING ENTRY INTO CONTRACT  
FOR ATM SERVICES– TOWN HALL FACILITY**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry into a contract with Arber Balidemaj for placement of an automated teller machine at the Carmel Town Hall facility, said contract to be in general form and content as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to execute said agreement on behalf of the Town of Carmel.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



## ATM SUBLEASE AGREEMENT

**THIS AGREEMENT** is made this 20th day of March, 2024 by and between **Arber Balidemaj** a New York Corporation d/b/a ATM Transactions Unltd (hereinafter referred to as “ATM Owner”) and \_\_\_\_\_ (hereinafter referred to as “Lessor”), with regard to the following facts:

- A. Lessor is the operator of a Hotel/Motel, an establishment providing accommodations, meals and the services for travelers and tourists described on Exhibit “A” which is attached hereto and incorporated by reference (the “site”).
- B. ATM owner is the owner of an automatic teller machine and owns or has the right to utilize all software needed for the corporation of said machine (the “ATM”).
- C. ATM Owner desires to locate the ATM at the subleased site and Lessor is agreeable to said placement on the terms and conditions set forth herein.

**NOW, THEREFORE**, it is agreed as follows:

1. **Placement and Designation of ATM Space. All Equipment installed, remains the property of the ATM Owner.** ATM Owner will install the ATM at ATM Owner’s sole expense and on the date indicated in Exhibit A in a mutually agreed upon area at the site (described in Exhibit A) which is in plain view and readily accessible to the general public. Such area will be approximately 2’ by 2’ and, once agreed upon by the parties at the time of installation, represents the subleased space. However, any reasonable request by Lessor to relocate the ATM to a space within the site just as accessible and visible to the general public will be honored by the ATM Owner. The Landlord will maintain the area around the ATM so that it is clean, safe, accessible and visible to the general public and use its best efforts to protect the ATM from theft and damage.
2. **Extent of Use and Access to Space.** Lessor will allow ATM Owner or its designated agents access to the necessary common areas of the site for the purpose of installing, maintaining, cash vaulting, servicing, repairing, replacing and removing the ATM from the subleased space. The subleased space may only be used by ATM Owner for the sole purpose of locating and operating an ATM. The Landlord will make the space accessible to the general public and will not impede access to the ATM. ATM Owners may not use the space for any other purpose than operating the ATM.
3. **Utilities.** The Landlord will provide and maintain a power source for the ATM. ATM Owner will provide and pay for a dedicated cell phone connection unless it is subsequently agreed by the parties to connect the ATM to ATM owners internet connection. The owner of the ATM is responsible for the internet on the ATM.
4. **Exclusive Relationship.** Lessor will not allow any other ATM, scrip or cash back system to be installed at the site without prior written consent of ATM Owner.

5. **Notification.** Lessor will notify ATM Owners as soon as reasonably possible of any operating problems with the ATM. Lessor may contact ATM Owner using the phone numbers and address at the end of this Agreement.
6. **Signage.** ATM Owner will not place any signage at the location unless it is mutually agreed to by Lessor. Lessor will not post or allow to be posted on the ATM any signs, plaques, advertising or other material except as may be authorized in writing by ATM Owner.
7. **Rent Payment.** ATM Owner agrees to pay lessor \$0.50 per surcharge-able transaction.
8. **ATM Maintenance.** ATM Owner will:
  - a. Cash vault the ATM on a regular and constant basis,
  - b. Respond within a reasonable time period to any service calls,
  - c. Repair the ATM, if needed,
  - d. Use best efforts to keep the ATM clean and maintain its appearance, and
  - e. Resolve any and all disputes in a manner that is consistent with industry custom.
9. **Term.** The initial term of this Agreement shall commence upon the date that the ATM has been installed and is operational and shall continue for a period of 4 years. Thereafter, the Agreement shall automatically renew for one successive 48 month term unless one party gives the other not less than thirty days written notice of its intent not to renew.
10. **Termination.** ATM Owner has the right to terminate this agreement, with 1 day notice, if ATM Owner reasonably believes the ATM is no longer reasonably secure from theft or damage at its current location. ATM Owner has a right to terminate this agreement, with 30 days notice, if the ATM surcharge-able transaction volume falls below 75 surcharge-able transactions per month. Lessor may terminate this agreement if the ATM Owner fails to provide adequate maintenance that is consistent with industry standards. Lessor may terminate this Agreement if the Lessor does not renew or terminate the current lease in which the Lessor operates under. In the event Lessor owns the building, Lessor may terminate this Agreement if Lessor sells the real estate or otherwise shuts the building down and ceases to allow for any business to operate at the site for a period of 30 days or more.
11. **Waiver.** The failure of either party to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right and shall not in any way affect the validity of this Agreement or any part hereof, or limit, prevent or impair the right of such party subsequent to enforce provision of exercise such right.
12. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the state of New York and any venue for any action pertaining to this Agreement shall be in the state of New York . Any action brought by any party to enforce any of the provisions hereunder shall be brought exclusively with the jurisdiction of the Courts located in Putnam County NY.

13. **Entire Agreement.** This Agreement, together with the exhibits hereto, represents the entire understanding between the parties with respect to the matters contained herein and may be amended only by and instrument in writing signed by the parties hereto. There are no representations or warranties, express or implied, other than those contained herein.
  
14. **Notice.** Any notice required or permitted hereunder shall be in writing and may be given by personal service or by depositing same in the United States mail, first class postage prepaid, to the address of the party receiving the notice as appears on the signature page of this agreement or as changed through written notice to the other party.
  
15. **Binding Effect.** This Agreement is binding on the parties and their respective successors and assigns. Lessor may not assign this agreement without prior written consent of ATM Owner, which consent shall not be unreasonably withheld.
  
16. **Severability.** If any provision of this agreement, or the applicability of such provision to any person or circumstance, shall be determined to be invalid by any court of competent jurisdiction, the such determination shall remain in effect and, if the provision is capable of being construed in two ways one of which would render it valid, the provision shall have the meaning which renders it valid.
  
17. **Validity and Enforceability.** Lessor represents and warrants that the execution and delivery of this Agreement by it have been duly authorized by all actions required under the terms of the provisions of its governing instruments and creates a legal, valid and binding obligation of Lessor.

**IN WITNESS WHEREOF**, the parties hereto have executed the ATM Location Agreement on the date first above written.

**ATM OWNER:**  
Arber Balidemaj

PO BOX 6  
**Address**

**LESSOR:**

JEFFERSON VALLEY, NY 10535  
**City, State, Zip**

By: \_\_\_\_\_  
**(SIGNATURE)**

845.490.4  
**Phone Number**

Arber Balidemaj  
**Print Officer Name, Title**

**E-Mail**

**Company Name:**

ATM CONSOLIDATION LLC

**EXHIBIT "A"**

**Site Number: 1 Type of Business:**

**Name of Location:**

**Address:**

**Date of Installation:**

**ATM Lease Agreement Initials: \_\_\_\_\_**

**Resolution #12**

**RESOLUTION ACCEPTING PROPOSAL FOR  
WATER/WATER COOLER EQUIPMENT/SUPPLIES**

RESOLVED, that the Town Board of the Town of Carmel hereby accepts the proposal of WB Mason, Inc. for the supply of drinking water and water cooler equipment and supplies for the Town Hall, Town of Carmel Highway Department and Town of Carmel Police Department locations at an annual estimated cost of \$7,769.76; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to execute any and all documentation necessary to effectuate this authorizations on behalf of the Town of Carmel.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

## Resolution #13

### RESOLUTION ADOPTED REQUESTING AMENDMENTS TO NEW YORK STATE'S CRIMINAL JUSTICE REFORMS

WHEREAS, sweeping reforms were enacted to New York's criminal justice statutes during the 2019 state legislative session; and

WHEREAS, several of the drastic changes in the laws pertaining to discovery and bail are overly broad and vague and are having unintended consequences at the municipal level, all of which have been evident over the course of the past four years; 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 has had significant cost, tax and justice implications for cities and villages with police departments, local justice courts or code/parking enforcement departments; and

WHEREAS, cities, towns and villages have not realized savings from the bail reform's reduction of the burden on county jails; and

WHEREAS, law abiding citizens of the Town of Carmel, County of Putnam and entire State of New York have been less safe in their own communities due to these bail reform measures;

NOW THEREFORE BE IT RESOLVED, that the Town of Carmel supports the following set of amendments which were initially proposed in 2020 by the New York State Conference of Mayors, which are consistent with the intent of the criminal justice reforms but which will also 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 by amendment of the bail reform measures which have put citizens of the State of New York at risk.

AND BE IT FURTHER RESOLVED that this duly adopted resolution of the Town of Carmel be forwarded to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl E. Heastie, Senator Peter Harckham and Assembly Member Matthew Slater the New York State Conference of Mayors, all other municipalities in Putnam County and local media outlets.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**Resolution #14**

**RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT  
WITH THE TOWN OF CARMEL POLICE BENEVOLENT ASSOCIATION, INC.  
REGARDING ESTABLISHMENT OF ADMINISTRATIVE SERGEANT ASSIGNMENT**

RESOLVED, that the Town Board of the Town of Carmel authorizes entry into memorandum of agreement with the Town of Carmel Police Benevolent Association, Inc., concerning the establishment of an administrative sergeant assignment within the Town of Carmel Police Department, such stipulation to be in general form and content as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to execute the aforesaid memorandum of agreement after ratification and signature by the Town of Carmel Police Benevolent Association, Inc..

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the negotiating teams for the Town of Carmel (hereinafter "Employer") and the Town of Carmel Police Benevolent Association ("hereinafter "PBA"). The Employer and PBA are collectively referred to as the "Parties".

**WHEREAS**, the Employer and PBA are parties to a Collective Bargaining Agreement which expires on December 31, 2029; and

**WHEREAS**, the Parties are agreeable to establishing an "Administrative Sergeant" assignment on an annual basis starting with the 2024 calendar year, subject to annual review;

**NOW THEREFORE**, the Parties agree as follows:

I. The Chief of Police may, at his discretion, designate an employee holding the rank of Sergeant to serve as Administrative Sergeant for the calendar year.

2. In addition to his/her regular duties, the Administrative Sergeant will be under the direct supervision of the Administrative Division Commander, and as such will be responsible for the duties of the Administrative Division including, but not limited to, those listed in the Partial Duties of Administrative Sergeant attached as Exhibit A herein.

3. Any such assignment shall last from January 1st until December 31st, unless terminated prior to December 31st by the Town Board. Additionally, the Chief of Police upon notification to the Town Supervisor may reassign the Administrative Sergeant based on the needs of the department.

4. Any employee serving as Administrative Sergeant shall receive a stipend of \$4,000, less lawful deductions, per annum for each year assigned. If the Administrative Sergeant is assigned additional duties (ex. Accreditation Manager) that receive project funding through a grant, the administrative sergeant will be eligible for an additional stipend up to \$2,000. per year at the discretion of the Chief of Police and approval by the Town Board, as allowable and for the duration of the grant period.

5. Such stipend shall be divided into twenty-six (26) equal payments, included in the employee's bi-weekly paycheck, and paid on a pro rata basis during the course of the year. If

promoted or otherwise re-assigned from this position, the employee will no longer receive the above stipend(s) beginning with the next pay period after such personnel change.

6. The Parties agree the Town is under no obligation to assign an Administrative Sergeant at any time.

7. This Memorandum of Agreement is subject to ratification by the Town Board.

**ACCEPTED AND AGREED AS STATED ABOVE:**

For the Town of Carmel:

For the Town of Carmel PBA:

\_\_\_\_\_

\_\_\_\_\_

Michael Cazzari,  
Town Supervisor

Vincent Serio,  
PBA President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Work Session Item #1

## TOWN OF CARMEL

\*\* unaudited \*\*

### GENERAL AND HIGHWAY FUND COMBINED FUND EQUITY (YEARS 2016-2023)

DESCRIPTION	2016	2017	2018	2019	2020	2021	2022	2023
<b>GENERAL FUND</b>								
RESERVE FOR PREPAID EXPENSES	389,280	408,839	371,705	382,894	383,078	465,418	412,835	434,692
RESERVE FOR ENCUMBRANCES	152,275	378,818	500,516	547,344	825,197	977,560	1,150,263	1,132,488
RESERVE FOR COMPENSATED ABS	1,440,000	1,615,000	1,785,000	1,815,000	1,815,000	1,815,000	1,700,000	1,850,000
DESIGNATED FOR TAX CERTIORARI	770,000	770,000	770,000	1,070,000	1,070,000	1,170,000	1,170,000	1,170,000
DESIGNATED FOR RETIREMENT CONTRIBUTIONS	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
DESIGNATED FOR CAPITAL PROJECTS	750,000	1,000,000	1,500,000	2,000,000	2,000,000	3,000,000	3,250,000	3,250,000
DESIGNATED RESERVE VEHICLE PURCHASES	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
UNRESERVED DESIGNATED EQUITY-FY	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
<b>UNRESERVED DESIGNATED EQUITY - SUBSEQUENT YEARS BUDGET</b>	-	-	-	360,000	110,000	475,000	450,000	560,000
UNRESERVED UNDESIGNATED EQUITY**	2,881,689	3,487,762	3,319,837	2,949,458	3,634,305	3,775,415	3,891,672	3,158,517
<b>TOTAL GENERAL FUND EQUITY</b>	<b>\$ 7,133,244</b>	<b>\$ 8,410,419</b>	<b>\$ 8,997,058</b>	<b>\$ 9,874,696</b>	<b>\$ 10,587,580</b>	<b>\$ 12,428,393</b>	<b>\$ 12,774,770</b>	<b>\$ 12,305,697</b>
<b>HIGHWAY FUND</b>								
RESERVE FOR PREPAID EXPENSES	97,000	128,875	120,500	126,250	127,561	134,875	87,750	106,250
RESERVE FOR CAPITAL PURPOSES	150,000	100,000	250,000	190,000	850,000	850,000	850,000	1,500,000
RESERVE FOR COMPENSATED ABSENCES	300,000	300,000	300,000	325,000	375,000	375,000	400,000	400,000
RESERVE FOR SNOW REMOVAL/ROADS	600,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000
UNRESERVED DESIGNATED EQUITY	296,914	474,431	298,687	295,526	544,957	1,203,253	1,152,648	1,391,211
UNRESERVED UNDESIGNATED EQUITY								
<b>TOTAL HIGHWAY FUND EQUITY</b>	<b>\$ 1,443,914</b>	<b>\$ 1,753,306</b>	<b>\$ 1,719,187</b>	<b>\$ 1,686,776</b>	<b>\$ 2,647,518</b>	<b>\$ 3,313,128</b>	<b>\$ 3,240,398</b>	<b>\$ 4,147,461</b>
<b>TOTAL GENERAL &amp; HIGHWAY EQUITY</b>	<b>\$ 8,577,158</b>	<b>\$ 10,163,725</b>	<b>\$ 10,716,245</b>	<b>\$ 11,561,472</b>	<b>\$ 13,235,098</b>	<b>\$ 15,741,521</b>	<b>\$ 16,015,168</b>	<b>\$ 16,453,158</b>

\* need resolut

\* need resolut

**Work Session Item #2**  
**TOWN OF CARMEL**  
**BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/07**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>GENERAL FUND</b>					
1	100.9950.0099	TRANSFER TO CAPITAL		198,040.00	
	<b>100.1989.4300</b>	<b>FEDERAL AID - ARPA</b>	*	<b>198,040.00</b>	
		- PROVIDE FOR TRANSFER TO CAPITAL PROJECT FROM ARPA REVENUE REC'D - WATER TANK PROJECT			
<b>MISCELLANEOUS CAPITAL FUNDS</b>					
2	960.8310.5031	TRANSFER FROM GENERAL FUND		4,828.00	
	961.8310.5031	TRANSFER FROM GENERAL FUND		1,207.00	
	962.8310.5031	TRANSFER FROM GENERAL FUND		135,745.00	
	963.8310.5031	TRANSFER FROM GENERAL FUND		7,843.00	
	968.8310.5031	TRANSFER FROM GENERAL FUND		26,244.00	
	969.8310.5031	TRANSFER FROM GENERAL FUND		5,128.00	
	983.8310.5031	TRANSFER FROM GENERAL FUND		3,169.00	
	984.8310.5031	TRANSFER FROM GENERAL FUND		13,876.00	
	960.8310.4300	FEDERAL AID - ARPA FUNDS			4,828.00
	961.8310.4300	FEDERAL AID - ARPA FUNDS			1,207.00
	962.8310.4300	FEDERAL AID - ARPA FUNDS			135,745.00
	963.8310.4300	FEDERAL AID - ARPA FUNDS			7,843.00
	968.8310.4300	FEDERAL AID - ARPA FUNDS			26,244.00
	969.8310.4300	FEDERAL AID - ARPA FUNDS			5,128.00
	983.8310.4300	FEDERAL AID - ARPA FUNDS			3,169.00
	984.8310.4300	FEDERAL AID - ARPA FUNDS			13,876.00
		- TRANSFER FOR GENERAL FUND TRANSFER FROM FEDERAL AID - ARPA FUNDS (STORAGE TANK REHAB)			



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](mailto:carmelrecreation@ci.carmel.ny.us)

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

---

DATE: March 14, 2024

TO: Carmel Town Board  
Carmel Town Hall

FROM: Nina Kallmeyer  
Director, Recreation and Parks

SUBJECT: Request to have Park Rental Fees Waived

The Kent White Sox Travel Baseball League, INC a 501(c)(3) would like to utilize Camarda Park for practices and games during the Spring, Summer, and Fall of 2024. This league consists of approximately 50 families from the Carmel Central School District that reside primarily in the Town of Carmel and the Town of Kent. They are requesting that the Town of Carmel waive the Rental Fee for approximately two practices per week but plan on paying the rental fee for games during the seasons.

This League is willing to offer multiple community give-back days to the Town of Carmel Residents throughout the season as well as hope to make this field their "home field" seeing as a number of the players live in the neighborhoods adjacent to Camarda Park. Kent White Sox Travel Baseball League believes in the power of youth baseball to teach life lessons that build stronger individuals and communities. Through effective leadership, enthusiasm, and commitment, together with training extensions and adherence to rule and policy, Kent White Sox Travel Baseball League provides a healthy activity for children using the ballfield as a classroom to instill discipline, teamwork, sportsmanship, and fair play, and to establish a set of values to guide them into adulthood. Our goal has always been to instill in the children who join our organization both pride in the community as well as pride in themselves when they see their own successes fostered by their own hard work and their hard work together with a team. The Town of Carmel is certainly a part of our community.

At this point, we only have one CSA Softball team utilizing Camarda Park during the Spring and the Summer on the 60' Field. All other CSA participants have moved into other leagues.

I have attached the proposal, Facility Rental Application, COI, and roster that was sent to us by the Kent White Sox Travel Baseball League, INC for your reference.

A resolution is required for approval to waive the rental fees. Please add this to the March 20, 2024, Town Board Work Session agenda and contact me with any questions.

KENT WHITE SOX TRAVEL BASEBALL LEAGUE, INC  
14 Salem Ridge Road  
Carmel, New York 10512  
(914) 396-8095

March 8, 2024

Town of Carmel  
Recreation & Parks  
Recreation Advisory Committee  
Sycamore Park  
790 Long Pond Road  
Mahopac, New York 10541  
Attn: Ms. Nina Kallmeyer

Dear Ms. Kallmeyer:

It was a pleasure meeting with you, the advisory board, as well as Councilwoman McDonough last night. We, as an organization, thank you all for the opportunity to present our request and explore an opportunity to partner with The Town of Carmel in order to benefit numerous families in the Carmel Central School District.

Just a brief history of our organization, we created our 501(c)(3) non-profit organization at the beginning of 2023 after realizing that there was no opportunity for the elementary and middle school aged children of Carmel Central School District to play competitive baseball locally. Having grown up in Carmel, albeit some 40 plus years ago, there were multiple organizations that were available to me as a child once I had outgrown true recreation sports. When I moved back to the Carmel School District after having started my own family, I suppose I just assumed that these same opportunities would be present when my children reached the right age however, as we advised last night, post COVID the only opportunities that were available were in Patterson. We played in Patterson for 1.5 years and found that all of the families on our teams were more closely situated to the Ryan's Field (Town of Kent) and Camarda Field (Town of Carmel) parks and so the Kent White Sox Travel Baseball League non-profit was born.

We grew from 2 teams to 4 teams after our very first spring season and have now added a 5<sup>th</sup> team which solidified our belief that the Carmel Central School District families were in need of a real hometown local organization. Our teams consist of children ages 7-10 and include over 50 families of the Carmel Central School District, many of which have younger children who inevitably will join our league during the next handful of years. While we initially started our league utilizing the Town of Kent baseball fields, over the summer we had to expand and also start using the Carmel Central School District baseball fields as our league grew. Now with an additional team we need to continue to find more community fields that these kids can utilize. Given we are a non-profit, and the incredibly difficult economic times that our community has faced over the last few years, we have always tried to limit our registration fees to approximately \$300 per season which covers cost of game fields, equipment, insurance, umpire fees, registration costs with the Greater Hudson Valley League, etc. All of our dedicated coaches are volunteers as is our Board of Directors and Team Coordinators. The Town of Kent graciously permits us to use their fields, when not being used by their recreation programs, free of cost for practices and we guarantee them a certain amount of paid games per season to facilitate such an arrangement.

Kent White Sox Travel Baseball League believes in the power of youth baseball to teach life lessons that build stronger individuals and communities. Through effective leadership, enthusiasm, and commitment,

together with training extensions and adherence to rule and policy, Kent White Sox Travel Baseball League provides healthy activity for children using the ballfield as a classroom to instill discipline, teamwork, sportsmanship and fair play, and to establish a set of values to guide them into adulthood. Our goal has always been to instill in the children who join our organization both pride in community as well as pride in themselves when they see their own successes fostered by their own hard work and their hard work together with a team. The Town of Carmel is certainly a part of our community.

Given the above, our proposal is the following:

If the Town of Carmel would be willing to waive fees for use of ballfields for practice use approximately 2 times a week at Camarda Park in the Spring, Summer and Fall, we would do the following:

1. The coaches from our league (and players) will offer 2 free skills clinics to the Town of Carmel Community (one in the Spring and one in the Summer) to be held at the park of your choice.
2. The coaches from our league will offer 2 free T-Ball clinic to the Town of Carmel Community (one in the Spring and one in the Summer) to be held at the park of your choice.
3. We will guarantee at least 2 games per week (approx. 12 games per season) at Camarda Park which of course will be paid for.
4. We would love to get our teams involved in a community improvement project at Camarda Park in an effort to teach the children how important giving back is and to instill a sense of pride in their "home field".

We are hopeful that the Town of Carmel sees this opportunity as a pathway to build a strong relationship with the CCSD community and a true opportunity to support the youth of our town. Our games are well attended by community members and it is not uncommon for pavilion rentals to occur for team member's birthday parties or team celebrations.

I have attached for your review a copy of our 501(c)(3) designation letter and a roster of families (and addresses) who currently participate in our league and were agreeable to the release of their addresses. If you require anything additional, please do not hesitate to contact the undersigned.

Very truly yours,

Kathryn Collins Adams  
Vice President – KWSTBL Board of Directors





# APPLICATION FOR THE USE OF TOWN OF CARMEL FACILITIES

(Submit completed form at least two weeks prior to event)

Please print clearly

Name of Applicant/Organization: KWS TBL - Julia Long Telephone: [REDACTED]

City/State/Zip: Carmel NY 10512 Resident Registration Fee paid prior to this application? Yes  No

Applicant must have a Community Pass account to process application. To create an account visit: <https://register.communitypass.net/CarmelTownof>

Description and Purpose of Activity Planned:

Refreshments to be served? Yes  No  \* ALCOHOLIC BEVERAGES ARE NOT PERMITTED IN ANY OF THE TOWN PARKS \*

Estimated # of persons in attendance: \_\_\_\_\_ Adults + \_\_\_\_\_ Children = \_\_\_\_\_ Total

Date building or grounds to be used: 3/15/2024 - 11/1/2024

Hours building or grounds to be used: \_\_\_\_\_ until \_\_\_\_\_ (Include time for set-up and break-down)

Non-Profit Organization? Yes  No

Is equipment required from the municipality? \* Yes  No  \* If yes, please complete a Property Disbursement Agreement Form

If so, state what types of equipment and for what purpose:

Is event open to public? Yes  No

Will there be donations /contributions solicited? Yes  No  \*All parks are open to the public; no admission fees are permitted

Requested Facility: \* PLEASE NOTE: PAVILIONS ARE NOT PERMITTED TO BE USED DURING LIGHTNING STORMS!

Sycamore - Upper Field	Michael Geary Roller Rink	Red Mills Park
Sycamore - Main Building (\$300)	Camarda Park Pavilion*	<input checked="" type="checkbox"/> Camarda Park - Ballfield
Sycamore - Pavilion Area*	Baldwin Meadows Park	Chamber Park
Sycamore - Ballfield	Airport Park	McDonough Park: (Specify Field)

Fees:

\$	\$6.00 Resident Registration Fee (must be paid by the applicant for the current year; seniors are excluded)
\$	\$150 - Reserved Pavilion/ Picnic Area
\$	\$300 - Main Building Rental
\$	\$30.00 X _____ (# of hours) - Custodial Staff Fee (required for main building rental)
\$	\$150 - Ballfield (2 Hour Limit) / \$250 - Ballfield with Lights (2 Hour Limit)
\$	TOTAL - Check payable to "Carmel Recreation", Cash, or Credit Card (Visa or Master Card)
\$ 300	REFUNDABLE DEPOSIT—Required for all events. Please make a separate check payable to "Carmel Recreation" The deposit will be returned if no damage, or expense incurs.

**! INSURANCE REQUIRED !** General Liability Insurance is required in the amount of \$1,000,000 per occurrence, holding the "Town of Carmel" as Additionally Insured. (sample available upon request) A copy of your Certificate of Insurance must be submitted with this completed form and the two required checks to: Town of Carmel Recreation and Parks Dept. 790 Long Pond Rd., Mahopac, NY 10541

Applicant must be over 21 years of age and must pay the Town of Carmel Resident Registration Fee. Events must be comprised of 50% Town of Carmel residents. It is understood that the above-named applicant will be responsible for the entire group adhering to all Rules & Regulations of the Recreation and Parks Department, and they acknowledge that no alcohol will be consumed at this event. The use of alcoholic beverages in and on parklands is prohibited. Any person found guilty of a violation, upon conviction thereof, shall be subject to a fine and loss of permit. Please initial: [Signature]

### I HAVE READ AND AGREE TO THE CONDITIONS IN THE RENTAL AGREEMENT

I/We release the Town of Carmel and its officials and employees from any responsibility for any liability, claims, loss damages, or actions (including costs and attorney's fees) for bodily injury and/or property damages, to the extent permissible by law, arising out of or in connection with the actual or proposed use of this facility and/or services.

Applicant Signature: [Signature] Date: 1/9/24

**FOR TOWN USE**

CERTIFICATE OF INSURANCE:  Has Been Provided  Will be Provided

Approved  Disapproved By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

REFUNDABLE DEPOSIT: Cash: \$ \_\_\_\_\_ Check: # \_\_\_\_\_ Returned: \_\_\_\_/\_\_\_\_/\_\_\_\_

Reason withheld: \_\_\_\_\_

1/2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> W [REDACTED] Agency, LLC 1 [REDACTED]		<b>CONTACT NAME:</b> Melissa Bell <b>PHONE</b> (A/C, No, Ext): [REDACTED] <b>E-MAIL ADDRESS:</b> m[REDACTED]	
Horseheads NY 14845		<b>INSURER A :</b> P <b>INSURER B :</b> M <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
<b>INSURED</b> KENT WHITE SOX TRAVEL BASEBALL LEAGUE INC 14 SALEM RIDGE RD CARMEL NY 10512			

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK2525579	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PARTICIPANTS \$ EXCLUDED
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB853867	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 PR/COMP OPS AGG \$ 3,000,000 PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Officers & Employment Practices Liability		NDO2561626	03/01/2023	03/01/2024	D&O LIMIT 1,000,000 EPLI LIMIT 1,000,000 RETENTION 1,000 each claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ACCIDENT POLICY - INSURER A - POLICY #PHPA127838 - POLICY TERM 03/01/2023 TO 03/01/2024

Accident Medical Expense: \$100,000; Accidental Death: \$25,000; Accidental Dismemberment: up to \$50,000 per schedule of covered losses;

Accidental Paralysis: \$50,000; AD&D and Paralysis Aggregate: \$500,000 (per Accident)

Town of Carmel Recreation and Parks Dept is named as Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

Town of Carmel Recreation and Parks Dept

790 Long Pond Rd

Mahopac

NY 10541-3337

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Melissa Bell**

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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](mailto:carmelrecreation@ci.carmel.ny.us)

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

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DATE: March 15, 2024

TO: Carmel Town Board  
Carmel Town Hall

FROM: Nina Kallmeyer  
Director, Recreation and Parks

SUBJECT: New York State Recreation and Park Society's Annual Conference

I am requesting approval to attend the New York State Recreation and Parks Society's Annual Conference, scheduled for April 14 through April 16, 2024, at the Queensbury Hotel, Glens Falls, New York. Attached is a written request and additional conference information for your review. The estimated cost is \$825.00.

I am also requesting the Town cover the cost of attending the conference.

I feel this is a valuable resource for the department as we develop our park system and recreational programs offered to the community.

A resolution by the Town Board is necessary to authorize payment; please add this item to the next work session agenda for approval.

/Attachments



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

NINA KALLMEYER, DIRECTOR

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

EMAIL: [carmelrecreation@ci.carmel.ny.us](mailto:carmelrecreation@ci.carmel.ny.us)

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

March 15, 2024

Dear Supervisor Cazzari,

I would like to request approval to attend the 2024 New York State Recreation and Parks Society Annual Conference, which takes place April 14th - April 16th in the Queensbury Hotel, Glens Falls, New York.

This state conference brings together nearly 200+ park and recreation professionals, citizen advocates, and industry suppliers for hundreds of education sessions, networking opportunities, and the industry's largest trade show featuring the latest products for our field.

I have had the beneficial opportunity to join the annual conference committee as the Vendor Committee Chair. As the vendor committee chair, I am responsible for connecting with businesses and vendors throughout the field who support our profession. The Vendor Hall will include 30+ tables, discounts for the latest item in the field, and leads to project and programming.

My responsibilities include as the Vendor Chair:

1. Pre-planning meetings, Marketing, Event Organization, and Networking for the Conference.
2. Set-up and clean up of the event, including a pre-conference set-up requiring a day before the stay.
3. Conference face-to-face networking opportunities and building new relationships with professionals throughout New York State.

Not only am I able to give back to the state society but will also be able to learn from top thought leaders in the field to not only grow professionally but also bring back new ideas and best practices that will help us reduce costs, increase efficiencies and build value in various areas for our community. Outside of the sessions, there will be many opportunities for me to meet and build relationships with other park and recreation professionals from all over the state and beyond who may serve as key contacts for both present and future projects.

The early bird registration rate for NYSRRPS members is \$350 and for NYSRPS non-members is \$425.

Registration includes full conference benefits - including access to more than education sessions, keynote sessions, two days of exhibit hall admission, the Awards Dinner Reception, and other networking opportunities.

Here is an overview of the cost of my attendance:

Registration Fee: \$350

Hotel: \$475

Meals: The conference package includes all meals plus Sunday night dinner for the conference committee (Responsible for Saturday and Sunday meals)

Total: \$825

I believe that my attendance at this event would be a wise investment for the Town of Carmel.

Attached please find the conference flyer which includes the conference schedule, cost, and information about the event. Please let me know if you have any questions or if you need any further information.

Sincerely,

Nina Kallmeyer

Director, Recreation and Parks



**ANNIE FRISOLI**  
Keynote

**APRIL 14TH -16TH**  
**GLENS FALLS, NY**

The New York State Recreation & Park Society is proud to announce the 2024 Annual Conference at the Queensbury Hotel located in Glens Falls, NY. The NYSRPS conference is an annual event that serves as a dynamic platform for professionals in the field of recreation and parks. By bringing together professionals, experts, and enthusiasts, the conference fosters a collaborative environment for the exchange of ideas, best practices, and innovative approaches in the realm of recreational programming, park management, and community engagement.

**SUNDAY**

- 12 pm** Check-in & Registration
- 1 - 3 pm** Off-site\*
- 2:30 - 4:45 pm** Educational Sessions
- 5 pm** Vendor Meet & Greet Happy Hour
- 7 pm** Amazing Adventure Race
- 8 pm** Networking Social

**MONDAY**

- 6 - 7 am** Wellness Program
- 7 - 8:30 am** Breakfast
- 8:30 - 9:30 am** Education Sessions
- 9:45 - 11 am** Keynote
- 11 - 12 pm** Exclusive Vendor Hall Hour
- 12 - 1 pm** Lunch
- 1 - 4:30 pm** Education Sessions
- 1 - 4:30 pm** Off-Site: Half Day\*
- 4:30-5:30 pm** NYSRPS FUNdraiser
- 6:30 - 8:30 pm** Awards Dinner
- 8:30 pm** Networking Social

**REGISTRATION PRICING**

Attendee

Member	\$350
Non - Member	\$475
Student	\$100
Retiree	\$150
One Day	\$285
Award Dinner Only	\$75

Vendor

Member	\$850
Non - Member	\$1200
Premier Partner	\$1750

**Early Bird Rate**  
**Deadline 3/10**



**TUESDAY**

- 6 - 7 am** Wellness Program
- 7:30 am** Grab and Go Breakfast
- 8 am** Registration Opens
- 9 - 12:30 pm** Education Sessions

**SPECIAL ROOM RATES**

The Queensbury Hotel  
Limited Hotel Rooms: \$175+ per night  
Book upon registration at [www.nysrps.org/2024](http://www.nysrps.org/2024)

\* = Registration Required / Additional Costs

The schedule is subject to change.

Contact New York State Recreation and Parks Society at [ed@nysrps.org](mailto:ed@nysrps.org) or 518-584-0321





# 2024

# Vendor Information



As a vendor, you will have the opportunity to build connections and showcase your latest products, services, and trends to hundreds of park, recreation, and therapeutic recreation professionals from across New York State.

## Vendor Schedule

### SUNDAY

April 14

- 12 pm** Check-in & Registration Opens
- 12- 5 pm** Vendor Hall Set-Up Begins
- 4-5 pm** NYSRPS Board Meeting
- 5 pm** All Vendor Booths Set
- 5 - 7 pm** **Conference Kick-Off in Vendor Hall**
- 7 pm** Amazing Adventure Race
  - \*Premier Partners - First Clue Stop
  - All are encouraged to participate - a great networking opportunity!
- 8 pm** Networking Social - Downtown Social

### MONDAY

April 15

- 7 - 8:30 am** Breakfast
- 9:30 am** **All Representatives meet in Vendor Hall**
- 9:45 am** Vendor Intro "Welcom Walk"
- 11 - 3:30 pm** Vendor Hall Open
- 11- 1 pm** **Exclusive Vendor Hall Time**
- 12-2 pm** Lunch
- 3:30 pm** Vendor Hall Breakdown
- 5 pm** **Vendor Appreciation Meeting**
- 5:30 pm** Duck Pluck Fundraiser
- 6- 8 pm** Awards Dinner
- 8:30 pm** Networking Social - Park 26

### TUESDAY

April 16

- 7:30 - 9 am** Breakfast - Grab and Go or Park 26-\$
- 9 am** Premier Spot Breakdown

## Important Items

- Vendor Space - Table - 8ft, 2 Chairs, Table Cloth, Table Skirt, Waste Basket
- All Conference Meals Provided
- Complete Requested Information
- Equipment Delivery Important Info
- Download Conference App
- Scan Name Badges to Collect Information
- Participate in the Duck Pluck Fundraiser
- Host a Raffle at your Vendor Booth

### NYSRPS Members Only:

- Send Welcome Bag Inclusion Items
- \*Deadline is April 1st**

### Premier Partners Only:

- Pick Vendor Hall Spot
- Send 1/4 AD **\*Deadline is 2/28**
- Send Highlight Video **\*Deadline is 2/28**
- Pick One: Educational Room Host or Designated Additional Space
- Send Welcome Bag Inclusion Items
- \*Deadline is April 1st**

Contact Nina Kallmeyer, Vendor Committee Chair at [nkallmeyer@ci.carmel.ny.us](mailto:nkallmeyer@ci.carmel.ny.us)



**Updated March 11, 2024**

**October 23, 2023**

**Mr. Glenn A. Droese, Assessor  
Town Hall  
60 McAlpin Avenue  
Mahopac, NY 10541**

**RE: Proposal  
Assessment Support Services  
Three Year Agreement Option**

**Dear Glenn:**

**On behalf of David and I we are grateful to continue to work with you and the Town in maintaining assessment equity for Carmel property owners.**

**As requested, we have put together a proposal for continued assessment support services, including statistical analysis to ensure assessment equity.**

**We have also provided a three-year agreement option that will save the Town money over the annual fee option.**

**Attached is an updated proposal for support services. If you wish to move forward, please sign the attached Authorization Form and we will prepare the appropriate agreement.**

**Respectfully,  
GAR Associates LLC**

A handwritten signature in dark ink, appearing to read 'D. Barnett', written in a cursive style.

**David M. Barnett, MAI, SRA  
President  
NYS Certified General Appraiser**

**CORPORATE OFFICE:**

*5500 MAIN STREET SUITE 347 WILLIAMSVILLE, NEW YORK 14221 TEL.716-691-7100 FAX.716-691-7770  
TOLL FREE: 1.800.836.0382*

**CAPITAL REGION OFFICE:**

*855 ROUTE 146 SUITE 130 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773  
TOLL FREE: 1.800.836.0382*



**PROPOSAL  
TOWN OF CARMEL  
ASSESSMENT SUPPORT SERVICES**

**Project Objectives:**

1. To perform various statistical and valuation analysis to determine possible inequities and/or valuation trends
2. Provide recommendations on potential valuation changes required to maintain full value assessments
3. Provide possible adjustments to valuation factors
4. Offer recommendations regarding enhancing Public Relations and Education
5. Utilize RPS and SPSS Statistical Tools

**Residential, Commercial and Public Relations Recommendations**

**Services can Include:**

1. **Residential Properties 200-300 Class Types:**
  - a. Extract Current Sales Data (June 30 – July 1)
  - b. Determine/Identify Sales Outliers
  - c. Determine Statistical Sales Analysis by Neighborhood
  - d. Include additional sales data from previous years – if necessary
  - e. Perform a Sales Ratio Analysis/CAMA Study to determine trend factors for each neighborhood.
  - f. Recommend Trend factors.
  - g. In addition, GAR will Provide the following:
    - i. Statistical Analysis on all residential parcels
    - ii. Include analysis based on calendar previous and current years (through May 1 of current year).
    - iii. Provide Statistical Analysis by style, age and property class (210, 220 and 230) – town wide and within neighborhoods
    - iv. Provide graphs for results
2. **Commercial Properties – All Other Class Types**
  - a. Analyze Commercial Market including rents, vacancy, and cap rates.
  - b. Recommend Commercial Adjustments
  - c. Apply Adjustments to RPS Database (Valuation Factor File – VFF)
  - d. In addition, GAR will provide:

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**i. Supporting Documentation – Sales and Income information to support findings.**

**3. Vacant and Improved Land:**

- a. Analyze current sales data and review existing land tables
- b. Offer recommendations to Assessor on possible changes to land tables and potential value changes.

**Considerations:**

- 1. GAR and the Assessor will design the annual services and determine which services will be performed each year.
- 2. Only services up to the maximum annual contract amount will be performed unless specially authorized by the Assessor and additional fees may apply.
- 3. GAR provides a remote connection to the RPSV4 databases, and any other assessment software utilized by the Town Assessment Department.
- 4. GAR is not responsible for any data inventory discrepancies and is not obligated to make any property inventory data changes. GAR will assume the property inventory data is current and accurate.
- 5. GAR is not responsible for updating and or modifying residential valuation models/PIDS within RPSV4
- 6. GAR is not responsible for updating and or modifying land tables within RPSV4
- 7. If GAR is responsible for updating the RPV4 Commercial Valuation Factor File a comprehensive review of the validity of the VFF may be required (Scenario #2) and additional work effort may be involved and therefore potential increase in cost.

**Annual Cost for Support Services:**

**up to \$9,999 for three-year commitment**

**Three Year Commitment**

**2024: \$9,999**  
**2025: \$9,999**  
**2026: \$9,999**

**If additional services are requested, additional fees may apply.**

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**COSTS:**

The costs for proposed services follow:

**Consulting Hourly Rates:**

**Valuation and Analysis:**

<b>NYS Licensed and Certified Commercial Appraiser:</b>	<b>\$175/hr</b>
<b>NYS Licensed and Certified Residential Appraiser:</b>	<b>\$125/hr</b>
<b>Valuation and Analysis Specialist:</b>	<b>\$100/hr</b>
<b>Designated Appraiser:</b>	<b>\$325/hr</b>

**If additional support services are required, prior authorization by the assessor/town is required.**

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**Additional Support Services can include:**

- 1. IVO Appraisals – Informal Value of Opinion Letter**
- 2. Valuation Model/PIDS, Land Table Updating**
- 3. Valuation Reviews**
- 4. Property Inventory Data Verification**
- 5. Implementation of Public Relations Strategies**
- 6. Tax Certiorari and Small Claims Appraisals**

**Details of additional services can be provided on request.**

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**AUTHORIZATION TO RETAIN GAR ASSOCIATES LLC  
BY THE**

*TOWN OF CARMEL*

The undersigned is the duly authorized representative for the municipality to be subjected to the services set forth above. Further the undersigned agrees to engage GAR Associates LLC to undertake the proposed services and fees captioned above in accordance with the scope of services outlined in the proposal submitted.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

**CORPORATE OFFICE:**

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Richard J. Franzetti, P.E.  
Town Engineer




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

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

## MEMORANDUM

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**To:** Carmel Town Board

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

**Date:** March 12, 2024

**Re:** Emergency Repairs/Services

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This memorandum is being presented to the Town Board to advise the Board of the attached emergency invoice that was 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.

- CWD8 - WTP CPU Failure

On February 23, 2024 Bee and Jay the operators for CWD 8, notified the Engineering Department that the CWD 8 Water Treatment Plant (WTP) experienced a major shut down due to the failure of the control panel CPU for auto operation of all systems in filter plant. Attached please find invoices from Bee and Jay Plumbing in the amount of \$10,360.00 and JEM engineering in the amount if \$5,276.80 to make this repair. As this was at the WTP the cost for this repair will be allocated and provided for n the table below.

District	JEM	Bee and Jay
CWD 1	\$485.47	\$953.12
CWD 8	\$3,086.93	\$6,060.60
CWD 10	\$1,028.98	\$2,020.20
CWD 13	\$675.43	\$1,326.08
Total	\$5,276.80	\$10,360.00

- . Per the attached, there are sufficient funds in the operating budget for this expense.

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



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541  
 p: 845.628.3924 f: 845.628.4062  
 e: service@beeandjay.com

# INVOICE

DATE	INVOICE #
3/6/2024	107378

www.BEEANDJAY.com

**BILL TO:**

Town Of Carmel, CWD-8  
 Engineering Dept.  
 60 Mc Alpin Avenue  
 Mahopac, NY 10541

**SERVICE LOCATION:**

Filter Plant  
 71 Heather Drive  
 Mahopac, NY

PROFESSIONAL SERVICE 60 YEARS 1964-2024

Master Plumbers Lic.#s W.C. 556 P.C. 30289

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 2087	Due Upon Receipt	EK	2/23/2024	68989

ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
		2/27/24 - Installation of new Purac main control panel CPU. Jem Engineering rewrote and reprogrammed complete filter plant operation and uploaded into new CPU. Rewired control and mounted new face monitor. Start up and tested all systems, valves, modulated valves and pumps. Backwashed system and chem filled pump system on both filters. Calibrated and adjusted all equipment. Tested filter plant auto operation and systems.		
Labor TOC Tech	6	2/23/24 - 1- Tech Plb	185.00	1,110.00
Labor TOC Tech	6	2/23/24- 1- Tech Plb	185.00	1,110.00
Labor TOC Tech	6	2/24/24- 1- Tech Plb	185.00	1,110.00
Labor TOC Tech	6	2/24/24- 1- Tech Plb	185.00	1,110.00
Labor TOC Tech	4	2/25/24 -1- Tech Plb	185.00	740.00
Labor TOC Tech	4	2/25/24- 1- Tech Plb	185.00	740.00
Labor TOC Tech	4	2/26/24- 1- Tech Plb	185.00	740.00
Labor TOC Tech	4	2/26/24- 1- Tech Plb	185.00	740.00
Labor TOC Tech	8	2/27/24- 1- Tech Plb	185.00	1,480.00
Labor TOC Tech	8	2/27/24- 1- Tech Plb	185.00	1,480.00

\*\* Invoices not paid when due will be subjected to a finance charge of 1.5% per month

**Total Due** \$10,360.00

WE ACCEPT ALL MAJOR CREDIT CARDS !!

CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER \_\_\_\_\_

CARDHOLDER/NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

CARD# \_\_\_\_\_ EXP. DATE: \_\_\_\_\_ CID # \_\_\_\_\_

EMAIL: \_\_\_\_\_



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541  
 p: 845.628.3924 f: 845.628.4062  
 e: service@beeandjay.com

# INVOICE

DATE	INVOICE #
3/6/2024	107378

www.BEEANDJAY.com

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Town Of Carmel, CWD-8  
 Engineering Dept.  
 60 Mc Alpin Avenue  
 Mahopac, NY 10541

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Filter Plant  
 71 Heather Drive  
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PROFESSIONAL SERVICE 60 YEARS 1964-2024

Master Plumbers Lic.#s W.C. 556 P.C. 30289

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 2087	Due Upon Receipt	EK	2/23/2024	68989
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		<p>2/23/24 - CWD #8 Filter Plant System failure and complete shut down due to burnt out main purac control panel CPU unit. Panel controls complete operation of filter plant, pumps, chem feed pumps, valves, main filter modulating valves, recirculating valves and air sat system down. Contacted Mike Ruppert of Jem Engineering to test CPU. Found burnout and beyond repair due to age. Rewired main control to operate plant on manual operation only. Start up of all pumps, valves and systems. Calibrated and manually modulated all valves, filters and components to produce filtered water and chemical processes for proper manual operation. Jem Engineering ordered replacement CPU main control unit.</p> <p>2/24/24- Filter operation on manual. Modulated and calibrated all systems to maintain water service manually. Backwashed filters and tested.</p> <p>2/25/24 - Filtered operation on manual. Modulated and calibrated all systems to maintain filtered water service. Tested.</p> <p>2/26/24 - Filtered operation on manual. Modulated and calibrated all systems to maintain filtered water service. Manually backwashed filters and tested.</p>		
<b>Total Due</b>				

EMAIL: \_\_\_\_\_

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: Bee and Jay

Nature of emergency: CWD8 Filter Plant System Failure

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:

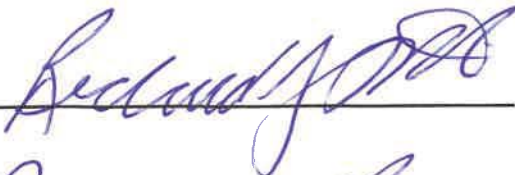
The situation arose out of an accident or unforeseen occurrence or condition.

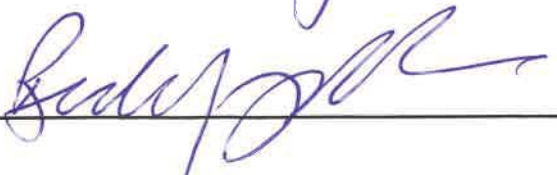
Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.

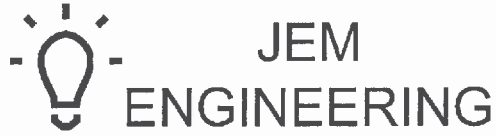
The situation required immediate action, which could not await competitive bidding.

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: 



**Provider**  
JEM Engineering Services, LLC  
32 Old Farms Road  
Poughkeepsie, NY 12603  
MRuppert@JEMEngineer.com  
845-625-8978

**Customer**  
Town of Carmel

**Invoice No.** 20240308-1035 CARM  
**Date** 03/08/2024  
**Due Date** 04/07/2024

# INVOICE

Item	Description	Price/Unit	Qty	Price
CWD8 PLC Replacement - Labor	- Controls Support - ( 14 hrs 15 min ) - Programming - ( 10 hrs 35 min )	\$160.00	24.83	\$3972.80
Materials	Provide replacement CPU for Programmable Logic Controller, Touchscreen to indicate PLC alarm conditions.	\$1304.00	1	\$1304.00
<b>Total</b>				<b>\$5276.80</b>

Work involved with the emergency replacement of failed CPU on controller in filter plant (26 years old). Program was manually recreated in newer software to allow for download and testing. Touchscreen was added to replace the old screen which was not compatible with new CPU.

JEM ACH Info: Routing Number = 211370150, Account Number = 100129156

Please contact Michael Ruppert with any questions.

Thank you for your business.



# Report for Invoice - 20240308-1035

## CARM



Created by Michael Ruppert

Clients: Bee and Jay Plumbing

Projects: CWD8 PLC

Users: All Active

Time interval: 01/01/2024 — 12/31/2024

TOTAL	HOURS
	24 HRS 50 MIN
<b>CWD8 PLC</b>	<b>24 hrs 50 min</b>
<b>Default Task List</b>	<b>24 hrs 50 min</b>
<b>Controls Support</b>	<b>14 hrs 15 min</b>
<b>Michael Ruppert</b>	<b>14 hrs 15 min</b>
02/23/2024 04:00 pm — 08:30 pm site visit, investigate failed CPU. Attempt to restart PLC	4 hrs 30 min
02/26/2024 08:00 pm — 10:30 pm test HMI, finish alarm programming	2 hrs 30 min
02/27/2024 12:00 pm — 07:15 pm install and test new CPU	7 hrs 15 min
<b>Programming</b>	<b>10 hrs 35 min</b>
<b>Michael Ruppert</b>	<b>10 hrs 35 min</b>
02/24/2024 09:00 am — 11:30 am reprogram in new software, locate / purchase new CPU	2 hrs 30 min
02/24/2024 12:15 pm — 02:45 pm reprogram	2 hrs 30 min
02/25/2024 08:00 am — 11:00 am programming PLC, Screen	3 hrs

02/26/2024 02:30 pm — 04:00 pm  
programming

1 hrs 30 min

02/26/2024 04:45 pm — 05:50 pm  
program alarms, test

1 hrs 5 min

**TOTAL**

**24 HRS 50 MIN**

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: JEM

Nature of emergency: CWD8 Filter Plant System Failure

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: 

**From:** [Esteves, Donna](#)  
**To:** [Franzetti, Richard](#)  
**Subject:** CWD8 Filter Plant System Failure  
**Date:** Friday, March 8, 2024 11:39:13 AM  
**Attachments:** [JEM.pdf](#)  
[BEE & JAY.pdf](#)

---

Rich,

See attached two invoices for the emergency repairs to the CPU system at the Heather Dr Plant which will require the Board's acknowledgement.

The cost for this repair will be allocated per below.

	JEM	B&J	TOTAL
CWD1	485.47	953.12	1,438.59
CWD8	3,086.93	6,060.60	9,147.53
CWD10	1,028.98	2,020.20	3,049.18
CWD13	675.43	1,326.08	2,001.51
	5,276.80	10,360.00	15,636.80

There are sufficient funds in each of the districts operating budgets for this expense.

*Donna Esteves*

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

**From:** Franzetti,Richard  
**To:** [Cazzari,Michael](#); [Greg Folchetti](#); [Joanna Terilli](#); [Kevin Kernan](#); [Lombardi,Frank](#); [McDonough, Suzanne](#); [Robert Kearns Personal](#); [Robert Kearns Town](#); [Suzi McDonough Personal](#)  
**Cc:** [Esteves,Donna](#); [Maxwell,Mary Ann](#)  
**Subject:** 3-8-24 - CWD 8 WTP operational issue  
**Date:** Friday, March 8, 2024 9:37:00 AM

---

Supervisor Cazzari and Town Board members,

During the time frame of 02-23 to 02-27 the CWD 8 WTP experienced a major shut down due to the failure of the control panel CPU for auto operation of all systems in filter plant. The plant was operated manually during this time, so the residents did not experience any water supply issues.

Kudos to B&J.

The following is a summary/timeframe as provided by Ted at Bee and Jay plumbing:

- 2/23/24 - CWD #8 Filter Plant System failure and complete shut down due to burnt out main purac control panel CPU unit. Panel controls complete operation of filter plant, pumps, chem feed pumps, valves, main filter modulating valves, recirculating valves and air sat system down. Contacted Mike Ruppert of Jem Engineering to test CPU. Found burnout and beyond repair due to age. Rewired main control to operate plant on manual operation only. Start up of all pumps, valves and systems. Calibrated and manually modulated all valves, filters and components to produce filtered water and chemical processes for proper manual operation. Jem Engineering ordered replacement CPU main control unit.
- 2/24/24- Filter operation on manual. Modulated and calibrated all systems to maintain water service manually. Backwashed filters and tested.
- 2/25/24 - Filtered operation on manual. Modulated and calibrated all systems to maintain filtered water service. Tested.
- 2/26/24 - Filtered operation on manual. Modulated and calibrated all systems to maintain filtered water service. Manually backwashed filters and tested.
- 2/27/24 - Installation of new Purac main control panel CPU. Jem Engineering rewrote and reprogrammed complete filter plant operation and uploaded into new CPU. Rewired control and mounted new face monitor. Start up and tested all systems, valves, modulated valves and pumps. Backwashed system and chem filled pump system on both filters. Calibrated and adjusted all equipment. Tested filter plant auto operation and systems.

The following is a summary from Mike Ruppert of JEM engineering:

- The work included was to replace the failed CPU on the controller for the filter plant. Typical expected life for these is ~15 years, this one was closer to 26. With the age of the CPU, the logic was not able to be directly imported into the software / CPU that is used today which drove significant programming time. Fortunately the records at the filter plant were well maintained and provided significant information as to the initial programming. I believe the

old programming software was Windows XP based (or earlier).

- Keep in mind that this is just the CPU (brains) of the controller. There are also ~7 modules that are of the same ~26 year age. Bee & Jay does have spare parts for those, and now that we can communicate with the CPU to allow for replacement / restart of the controls.

Call with any questions.

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](mailto:rjf@ci.carmel.ny.us)

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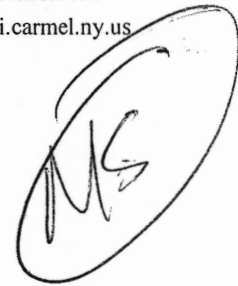
# TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**MICHAEL STERN**  
*Superintendent of Highways*

845.628.7474  
FAX 845.628.1471

MStern@ci.carmel.ny.us



## M E M O R A N D U M

TO: TOWN BOARD  
FROM: MICHAEL STERN - HIGHWAY SUPERINTENDENT  
RE: HIGHWAY SPRING MATERIAL BID AWARDS  
DATE: March 14, 2024

As there continues to be many issues associated with supplies and deliveries, as well as scheduling and the quality of materials, I am recommending that some of the materials be awarded to more than one-vendor as follows:

<u>GRANULAR BASE - ITEM 4</u>	<u>Putnam Materials</u>	<u>Thalle Industries, Inc</u>
FOB	\$16.50	\$16.00
DELIVERED	\$24.00	\$24.50

*Stone quality differs - each order will depend on specific need for job.*

RUN OF BANK GRAVEL                      NO BIDS RECEIVED

ROAD OILS, CUTBACKS, ETC.                      NO BIDS

MEDIUM CURING CUTBACKS	No Bid
RAPID CURING CUTBACKS	No Bid
PENETRATION ASPHALT	No Bid
CATIONIC	No Bid

<u>CRUSHED GRAVEL</u>	<u>Putnam Materials</u>	<u>Thalle Industries</u>
1 1/2" FOB plant	\$22.50	\$24.00 PER TON
1 1/2" DELIVERED	\$30.50	\$32.50 PER TON
3/4" FOB plant	\$22.50	\$23.00 PER TON
3/4" DELIVERED	\$30.50	\$31.50 PER TON
3/8" FOB plant	NO BID	\$26.00 PER TON
3/8" DELIVERED	NO BID	\$34.50 PER TON
1/4" FOB plant	NO BID	\$26.00 PER TON
1/4" DELIVERED	NO BID	\$34.50 PER TON

# TOWN OF CARMEL HIGHWAY DEPARTMENT

BITUMINOUS CONCRETE - IN-PLACE	KECT CONST.	CLOVE EXCAVATORS	INTER-COUNTY
<b>TYPE 3 BINDER COURSE - per Ton</b>			
IN-PLACE	\$103.00	\$105.00	\$ 94.50
IN-PLACE with TACK COAT	\$110.00	\$108.00	\$ 97.50
IN-PLACE with KEYS	\$110.00	\$107.00	\$ 96.50
<b>TYPE 6F3 TOP COURSE - per Ton</b>			
IN-PLACE	\$ 97.00	\$ 99.50	\$ 96.00
IN-PLACE with TACK COAT	\$110.00	\$103.00	\$ 98.97
IN-PLACE with KEYS	\$110.00	\$102.00	\$ 97.97
<b>TYPE 7F3 TOP COURSE - per Ton</b>			
IN-PLACE	\$110.00	\$113.00	\$102.50
IN-PLACE with TACK COAT	\$120.00	\$116.00	\$105.50
IN-PLACE with KEYS	\$120.00	\$115.00	\$104.50
<b>TYPE 9.5 MM SUPERPAVE TOP F3 - per Ton</b>			
IN-PLACE	\$105.00	\$113.50	\$104.50
IN-PLACE with TACK COAT	\$110.00	\$116.50	\$107.50
IN-PLACE with KEYS	\$110.00	\$115.50	\$106.50
<b>TYPE 12.5 MM SUPERPAVE TOP F3 - per Ton</b>			
IN-PLACE	\$104.00	\$ 99.50	\$ 96.50
IN-PLACE with TACK COAT	\$110.00	\$103.00	\$ 99.50
IN-PLACE with KEYS	\$110.00	\$102.00	\$ 98.50
<b>TYPE 19.0 MM SUPERPAVE BINDER - per Ton</b>			
IN-PLACE	\$104.00	\$106.00	\$ 94.50
IN-PLACE with TACK COAT	\$110.00	\$109.00	\$ 97.50
IN-PLACE with KEYS	\$110.00	\$108.00	\$ 96.50
<b>TYPE 25.0 MM SUPERPAVE BINDER - per Ton</b>			
IN-PLACE	\$104.00	\$105.00	\$ 94.50
IN-PLACE with TACK COAT	\$109.00	\$109.00	\$ 97.50
IN-PLACE with KEYS	\$110.00	\$108.00	\$ 96.50
<b>TYPE 37.5 MM SUPERPAVE BINDER - per Ton</b>			
IN-PLACE	\$104.00	\$105.00	\$ 94.50
IN-PLACE with TACK COAT	\$110.00	\$109.00	\$ 97.50
IN-PLACE with KEYS	\$110.00	\$108.00	\$ 96.50
<b>TYPE 6.3 POLYMER MODIFIED TOP - per Ton</b>			
IN-PLACE	\$125.00	\$140.00	\$113.50
IN-PLACE with TACK COAT	\$130.00	\$145.00	\$116.50
IN-PLACE with KEYS	\$130.00	\$143.00	\$115.50
<b>TYPE 1 BASE WARM MIX - per Ton</b>			
IN-PLACE	\$125.00	\$109.00	\$ 97.50
IN-PLACE with TACK COAT	\$130.00	\$113.50	\$100.50
IN-PLACE with KEYS	\$130.00	\$112.00	\$ 99.50
<b>TYPE 3 BINDER WARM MIX - per Ton</b>			
IN-PLACE	\$112.00	\$109.00	\$ 99.50
IN-PLACE with TACK COAT	\$116.00	\$113.50	\$102.50
IN-PLACE with KEYS	\$116.00	\$112.00	\$101.50
<b>TYPE 6F3 TOP WARM MIX - per Ton</b>			
IN-PLACE	\$110.00	\$107.00	\$101.50
IN-PLACE with TACK COAT	\$114.00	\$112.00	\$104.50
IN-PLACE with KEYS	\$114.00	\$111.00	\$103.50

BITUMINOUS CONCRETE - F.O.B.	Peckham Materials	Thalle Industries
BINDER COURSE - TYPE 3	\$ 88.00	\$ 83.00 PER TON
TOP COURSE - TYPES 6F	\$ 88.00	\$ 83.00 PER TON
TOP COURSE - TYPES 7F	\$ 94.00	\$ 92.00 PER TON
CURB MIX	\$115.00	XXXXXXX PER TON

**ALL Asphalt Prices Bid @ NYS DOT Base Price \$602.00 (February 2024)**



# TOWN OF CARMEL HIGHWAY DEPARTMENT

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## ALUMINUM CULVERT PIPE

## CHEMUNG Supply Corporation

<b>DIAMETER X GAGE</b> <i>BY FOOT</i>	<b>PLAIN</b> <i>FOB/Delivered</i>	<b>PERFORATED</b> <i>FOB/Delivered</i>
6" X 16	\$16.00	\$17.00
8" X 16	\$18.00	\$19.00
10" X 16	\$20.00	\$20.00
12" X 16	\$25.00	\$26.00
15" X 16	\$32.00	\$33.00
18" X 16	\$39.00	\$40.00
21" X 16	\$47.00	\$48.00
24" X 16	\$53.00	\$54.00
30" X 14	\$69.00	\$70.00
36" X 14	\$115.00	\$117.00

## STEEL CULVERT PIPE

## CHEMUNG Supply Corporation

<b>DIAMETER X GAGE</b> <i>BY FOOT</i>	<b>PLAIN</b> <i>Same FOB/Delivered</i>	<b>PERFORATED</b> <i>Same FOB/Delivered</i>
6" X 18	\$16.00	\$17.00
8" X 16	\$18.00	\$19.00
10" X 16	\$20.00	\$21.00
12" X 16	\$20.00	\$21.00
15" X 16	\$24.00	\$25.00
18" X 16	\$30.00	\$31.00
21" X 16	\$35.00	\$36.00
24" X 16	\$50.00	\$52.00
30" X 14	\$68.00	\$70.00
36" X 14	\$80.00	\$83.00

# TOWN OF CARMEL HIGHWAY DEPARTMENT

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## POLYETHYLENE DRAINAGE PIPE AWARD ALL

Carmel WinWater Works ~ Chemung Supply Corp ~ Expanded Supply

DIAMETER BY FOOT	CORRUGATED FOB/Delivered	SMOOTH
4"	\$ 0.95	\$ 2.45
6"	\$ 2.52	\$ 5.28
8"	\$ 4.43	\$ 8.43
10"	\$10.27	\$10.56
12"	\$11.40	\$11.03
15"	N/A	\$15.42
18"	N/A	\$20.98
24"	N/A	\$33.83
30"	N/A	\$50.96
36"	N/A	\$64.34
DIAMETER	ELBOW	TEE
4"	\$24.16	\$28.93
6"	\$39.83	\$50.70

# TOWN OF CARMEL HIGHWAY DEPARTMENT

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## PRECAST KNOCKOUT CATCH BASINS WITH CAST IRON FRAMES & GRATES

		<i>TYPE</i>	<u>Carmel WW</u> <i>Concrete</i>	<u>Expanded Supply</u> <i>Concrete</i>
<b>BASINS</b>		24"H X 24" X 24"	\$250.00	\$235.00
		30"H X 24" X 24"	NO BID	NO BID
		36"H X 24" X 24"	\$312.50	\$260.00
<b>Tops</b>	Flat Type	24" X 24" X 4"	\$290.00*	\$270.00
	Curb Back	7" X 32" X 32"	NO BID	NO BID
<b>BASIN</b>		36"H X 30" X 30"	\$312.50	\$280.00
<b>Tops</b>	Flat Type	4" X 30" X 30"	\$395.00*	\$425.00
	Curb Back	8" X 36" X 34"	\$595.00*	\$595.00
<b>BASINS</b>		30"H X 30" X 48"	\$340.00	\$331.00
		48"H X 30" X 48"	\$375.00	\$373.00
<b>Tops</b>	Flat Type	4.5" X 30" X 48"	\$795.00*	\$660.00
	Curb Back	12" X 30" X 48"	\$795.00*	\$660.00
<b>BASINS</b>		36"H X 36" X 48"	NO BID	NO BID
		48"H X 36" X 48"	NO BID	NO BID
<b>Tops</b>	Flat Type	8" X 45" X 56"	NO BID	NO BID
	Curb Back	12" X 45" X 56"	NO BID	NO BID
<b>BASINS</b>		36"H X 45" X 56"	NO BID	NO BID
		48"H X 45" X 56"	NO BID	NO BID
<b>Tops</b>	Flat Type	8" X 45" X 56"	NO BID	\$840.00
	Curb Back	12" X 45" X 56"	NO BID	\$850.00

\* See Spec

Pickup/Delivered - SAME PRICE

### TREE FELLING & TRIMMING

### New England Property Maintenance

DAILY	\$2,200.00	
HOURLY	\$ 275.00	- When truck & chipper is provided for final cleanup

cc Town Attorney  
Town Clerk  
Town Comptroller

## Work Session Item #8

Good Morning,

Recently members of our department have proposed a bylaw change in an effort to be able to accept more members into the department. We have proposed a bylaw change to allow non-residents of our fire protection district to join as active members. Our current bylaw reads as follows:

Article VI - Membership

Section 3 – Non-Resident Member

Current:

Any person not less than seventeen (17) years of age nor more than sixty-five (65) years of age whose place of employment is within the Mahopac Fire Protection District and who has been so employed for a minimum of twelve months preceding the date of application, may join the Department as a Non-resident Active Member. All rules and regulations of the Department must be adhered to in order to continue membership in the Department except for the residency requirement.

12/03/87

Our certificate of incorporation states that the corporation “proposes to set within the Town of Carmel, County of Putnam, and State of New York, therefore we feel removing the protection district residency requirement to allow for us to accept members within the Town of Carmel is a simple inhouse bylaw change.

However, we have also recently had people express interest in joining from outside the Town of Carmel, even potentially outside of Putnam County. Based on experience with previous Supervisors and Town Boards we feel prior to entertaining this and expanding the Active membership requirements beyond the Town of Carmel we need an interpretation of the meaning of the word vicinity as referenced in Not-for-profit corporation Law Section 1402 Fire Corporations.

The definition of vicinity is a surrounding, adjacent, or nearby area. We felt this required a mileage limitation placed on it that would allow for a reasonable response time, As you will see in the proposed bylaw below we interpret it as being defined as residence or the location of their usual occupation is within four and a half (4.5) road miles travel distance to the Mahopac Volunteer Fire Dept. Headquarters, 741 Route 6, Mahopac, N.Y., by using electronic mapping.

Not for profit corporation Law Section 1402 Fire Corporations states:

(c) Appointment of firefighters.

(3) In towns outside of villages and fire districts, the consent of a majority of the members of the town board to the formation of a fire corporation shall constitute an appointment of the persons named in the certificate of incorporation as town firefighters. Thereafter, other eligible persons may be elected as members pursuant to the by-laws of the fire corporation, but the election of a member must be approved by the town board of each town which consented to the formation of the fire corporation. Such a person shall be a resident of the territory specified in the certificate of incorporation or of territory outside such boundaries which is afforded fire protection by the fire corporation pursuant to a contract for fire protection under which a cash consideration is received by the corporation or for which negotiations for renewal of such a contract are pending. The membership of any volunteer member shall terminate when he or she ceases to be a resident of such inside or outside territory, except that the corporation may authorize his or her continued membership where he or she notifies the secretary of the fire corporation (a) that he or she plans to change his or her Good Morning,

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The proposed change to the bylaws is as follows:

Section 3 - Non-resident Member Requirements

A. A person, not less than seventeen (17) years of age nor more than sixty five (65) years of age, may be admitted to active membership, in accordance with Article VI, Section 4 if their residence or their place of employment is in the vicinity, as per New York State Not for Profit Corporation Law 1402, provided the roster does not show a full membership and, the non-resident member roll does not exceed forty five percent (45%).

B. Vicinity is defined as their residence or location of their usual occupation is within four and a half (4.5) road miles travel distance to the Mahopac Volunteer Fire Dept. Headquarters, 741 Route 6, Mahopac, N.Y., by using electronic mapping, as determined by the committee in Article VI, Section 4. For place of employment, the committee shall procure a document from the applicant's employer that he/she will be available to render active service and respond during work hours to fire alarms and/or ambulance calls.

C. Such member shall be entitled to all active member privileges as long as long as they continue to reside or be employed at the location at the time of their application or if they relocate to a residence or place of employment that will meet Sub-section B, above.

D. A member, who was admitted to membership as a non-resident, under Article VI, Section 3, who fails to continue to meet the vicinity requirement of Sub-section B, is dropped from the rolls.

Although we have two other stations on the outlying borders of our protection district, we chose Headquarters because of the possibility to accept EMS only members who would need to respond to Headquarters.

Since the Town Board has to approve the roles of the Mahopac Volunteer Fire Department in order to extend the Worker's Compensation Benefits to our members, we feel it is important to seek your interpretation and approval for the above change so that in the event individuals names with addresses outside of the Town of Carmel come before you, you are aware that this is why.

Please let me know if you have any questions or require additional information.

Thanks  
Ray