

**MICHAEL S. CAZZARI**  
Town Supervisor

**ROBERT F. SCHANIL, JR.**  
Town Councilman  
Deputy Supervisor

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

**TOWN OF CARMEL**  
TOWN HALL



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

**ANN SPOFFORD**  
Town Clerk

**KATHLEEN KRAUS**  
Receiver of Taxes

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

**TOWN BOARD VOTING MEETING**  
Wednesday, December 14, 2022 7:00pm

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**PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE**

**CARMEL P.O. VINCENT DeSANTOLA INTRODUCING**  
**2022 GRADUATE OF THE K-9 POLICE ACADEMY**

**CARMEL K-9 P.O. PIETRO, AND HIS TRAINER, GARY PIETROPAOLO, SR.**



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

**Town Board Voting Meeting:**

**• Accept Town Board Minutes November 9 and 16, 2022**

1. Res: Awarding Bids for Miscellaneous Highway Department Materials
2. Res: Authorizing Refund of Permit Fee
3. Res: Adopting Assessment Rolls for the Operation and Maintenance of Improvements of the Garbage, Sewer and Water Districts for Fiscal Year 2023
4. Res: Authorizing Purchase and Installation of Technology Upgrades Town of Carmel Town Hall
5. Res: Accepting Proposal for Planning Consulting Services
6. Res: Accepting Proposal for HVAC Maintenance Annual Contract
7. Res: Authorizing Signing of Change Order #1 Contract C280-Town Hall Improvements
8. Res: Authorizing Performance of Emergency Repairs – Carmel Sewer District #2 WWTP
9. Res: Authorizing Acceptance of Proposal for Soil Boring Service and Analysis
10. Res: Scheduling Public Hearing on a Proposed Local Law to Amend Chapter 137 of the Town Code of the Town of Carmel Titled, "Taxation" (January 11, 2023)
11. Res: Authorizing Signing of Intermunicipal Agreement Between County of Putnam and Town of Carmel
12. Res: Granting Open Development Status Regina Jedlicka Subdivision – TM#64.13-1-16
13. Res: Making SEQR Determination in Regard to the Rehabilitation of Lake Mahopac Dam Project

**• Town Board Comments**

**• Motion to Move to Executive Session**

**Executive Session:**

1. Police Chief Anthony Hoffman – Traffic Data Collector
2. Supervisor M. Cazzari – Recreation - Contractual

**• Motion to Adjourn**

**RESOLUTION #1**

**RESOLUTION AWARDING BIDS FOR MISCELLANEOUS  
HIGHWAY DEPARTMENT MATERIALS**

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for Highway Fall 2022 materials, and WHEREAS Highway Superintendent Michael Simone has recommended the awarding of the bids as per the attached memo dated November 23, 2022 and,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bids for the foregoing materials to the lowest responsible bidders who met specifications (after adjustment for mileage in the case of FOB plant bids) as attached hereto and made a part hereof.

Resolution

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

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

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

# TOWN OF CARMEL HIGHWAY DEPARTMENT


Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**MICHAEL SIMONE**  
**Superintendent of Highways**

845.628.7474  
FAX 845.628.1471

MSimone@bestweb.net

## MEMORANDUM

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

I am recommending the following bids be awarded as follows:

### WASHED SAND

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

### WINTER MIX

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

### GUIDERAIL—Complete Layout & Installation per NYS DOT specifications

CHEMUNG SUPPLY CORP. (Single Bidder)

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

MS/Sen

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

**RESOLUTION #2**

**RESOLUTION AUTHORIZING REFUND OF PERMIT FEE**

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Director of Codes Enforcement, hereby authorizes refund of permit fee for a one family dwelling, permit #21-0745, TM#55.14-1-26.323

Resolution

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

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

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

**RESOLUTION #3**

**RESOLUTION ADOPTING ASSESSMENT ROLLS FOR THE  
THE OPERATION AND MAINTENANCE OF THE IMPROVEMENTS OF  
THE GARBAGE, SEWER AND WATER DISTRICTS  
FOR FISCAL YEAR 2023**

RESOLVED that the Town Board of the Town of Carmel hereby adopts the assessment rolls for the operation and maintenance of the improvements serving Carmel Sewer Districts #1, #2, #3, #4, #5, #6, #7 and #8 and extensions thereto as well as Carmel Water Districts #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #12, #13, #14 and extensions thereto as well as The Town of Carmel Garbage District of said Town for fiscal year 2023 as originally prepared by Town Assessor Glenn Droese and filed with the Town Clerk as the final assessment rolls for the year 2023.

Resolution

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

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

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

**RESOLUTION #4**

**RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION OF TECHNOLOGY  
UPGRADES TOWN OF CARMEL TOWN HALL**

BE IT RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town Comptroller Mary Ann Maxwell, hereby authorizes the purchase acquisition of desktop computer and printer replacements from Hewlett Packard in accordance with the attached schedule in the sum of \$22,923.10.

Resolution

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

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

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

**TOWN OF CARMEL TECHNOLOGY UPGRADES FISCAL YEAR 2022**

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

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



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

**\$2,107**

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

**\$2,364.81**

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

<b>Total before shipping</b>	<b>\$22,298.10</b>
<b>shipping</b>	<b>\$625.00</b>
<b>Grand total</b>	<b>\$22,923.10</b>

**Sales Contact:**

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

**Workstations**

**Proposal # 040107.2**

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

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

Software	Price	Qty	Ext. Price
<b>Office 2021 License Standard - Perpetual</b> MFR# GMGF0D7FZ-0002-P	\$493.56	10	\$4,935.60
<b>Subtotal:</b>			<b>\$4,935.60</b>

Labor	Price	Qty	Ext. Price
<b>Fixed Fee Service</b>	\$5,250.00	1	\$5,250.00
<b>Subtotal:</b>			<b>\$5,250.00</b>

**Quote Summary**

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

**Sales Contact:**

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

**Quote Summary**

Description	Amount
Labor	\$5,250.00
<b>Subtotal:</b>	<b>\$22,298.10</b>
<b>Shipping:</b>	<b>\$625.00</b>
<b>Total:</b>	<b>\$22,923.10</b>

**Terms and Conditions**

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

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

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



**Sales Contact:**

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

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

Name:

Mailing Address:

Phone Number:

E-mail Address:

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

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

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



**Sales Contact:**

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

Acceptance

**Carmel Town Hall**

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

Name: Michael Cazzari \_\_\_\_\_

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

**RESOLUTION #5**

**RESOLUTION ACCEPTING PROPOSAL FOR  
PLANNING CONSULTING SERVICES**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal for the provision of planning consulting services, with Patrick Cleary of Cleary Consulting, Northport, NY, for a period of one (1) year commencing January 1, 2023 and concluding December 31, 2023, for an annual sum not to exceed \$60,000.00; and

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

Resolution

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

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

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

**RESOLUTION #6**

**RESOLUTION ACCEPTING PROPOSAL FOR  
HVAC MAINTENANCE ANNUAL CONTRACT**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Atlantic Westchester Commercial HVAC Solutions, Bedford Hills, NY for the annual Heating Ventilation and Air Conditioning maintenance at Town of Carmel Town Hall facilities at an annual cost of \$13,400.00 and in accordance with the proposal dated October 21, 2022

Resolution

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

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

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

**RESOLUTION #7**

**RESOLUTION AUTHORIZING SIGNING OF CHANGE ORDER #1  
CONTRACT C280 – TOWN HALL IMPROVEMENTS**

WHEREAS, on July 20, 2022 the Town Board of the Town of Carmel previously authorized entry into a contract for installation of network access control systems for Carmel Town Hall and Carmel Police Department facilities with DAS Parking Services, LLC, Hopewell Junction, NY;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Town Engineer Richard J. Franzetti, P.E. hereby authorizes Supervisor Michael Cazzari to sign Change Order #1 to the aforementioned contract, resulting in an overall contract price increase of \$5,860.00; and

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

Resolution

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

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

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



**RESOLUTION #8**

**RESOLUTION AUTHORIZING PERFORMANCE OF EMERGENCY REPAIRS –  
CARMEL SEWER DISTRICT #2 WWTP**

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #2, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes the emergency replacement of the boiler unit at the Carmel Sewer District #2 Wastewater Treatment Plant sand filter structure by Sueco Fuel Oil, Inc. at a cost not to exceed \$57,370.00 and in accordance with the proposal attached to the memorandum dated November 30, 2022; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to accept said proposal; and

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

Resolution

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

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

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

# SUECO FUEL OIL, INC.

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

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

## Proposal

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

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

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

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

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

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

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

## Payment

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

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

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

## Acceptance of Proposal

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

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

**RESOLUTION #9**

**RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FOR SOIL BORING SERVICE AND ANALYSIS**

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of Lake Casse Park District, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes acceptance of the proposal of Weston & Sampson, Reading, MA for the performance of soil boring services and analysis required in conjunction with the NY State Department of Environmental Conservation-mandated maintenance, rehabilitation and repair of the Lake Casse Dam; and

BE IT FURTHER RESOLVED that such proposal is hereby authorized at a cost not to exceed \$43,000 and in accordance with the proposal submitted to the Town of Carmel date "June 2022"; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to accept said proposal; and

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

Resolution

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

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

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

# RESOLUTION #10

## RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday January 11, 2023 at 7:00 p.m. or as soon thereafter that evening as possible, on a proposed Local Law which is proposing amendments to Chapter 137 of the Code of the Town of Carmel, entitled "Taxation" and

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

### Resolution

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

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

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

**RESOLUTION #11**

**RESOLUTION AUTHORIZING SIGNING OF INTERMUNICIPAL  
AGREEMENT BETWEEN THE COUNTY OF PUTNAM  
AND THE TOWN OF CARMEL**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor Michael S. Cazzari to sign on behalf of the Town of Carmel, the Intermunicipal Agreement between The County of Putnam and the Town of Carmel with regard to allocation of American Recovery Plan Act (ARPA) and Putnam County sales tax revenue to the Town of Carmel in the form as is on file in the Office of the Town Supervisor; and

BE IT FURTHER RESOLVED that a copy of said Intermunicipal Agreement be filed with Town Clerk Ann Spofford after signature by the Town Supervisor.

Resolution

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

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

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

## **RESOLUTION #12**

### **RESOLUTION GRANTING OPEN DEVELOPMENT STATUS REGINA JEDLICKA SUBDIVISION - TM# 64.13-1-16**

WHEREAS the Town of Carmel Planning Board has received an application from Regina Jedlicka for a two (2) lot subdivision in which one (1) lot will not have access to an improved street with a right-of-way width of at least 50 feet; and

WHEREAS the subject parcel, designated as Tax Map #64.13-1-16, is located off of Austin Road, has an approximate area of 8.65 acres and is located in an R (Residential) Zoning District, and

WHEREAS the proposed subdivision is shown on a plan prepared by Architectural Visions, PLLC, entitled: "Final Plat Prepared For Regina Jedlicka", dated April 1, 2022, last revised November 21, 2022; and

WHEREAS the applicant has represented it is the owner and/or an authorized agent of the record owner and has agreed, on behalf of the owner, to a lot count of two (2) lots in the open development area and to a total of no more than two (2) lots in the entire subdivision and to the establishment of a limitation on any future subdivision of the property as a term and condition of open development; and

WHEREAS the Town of Carmel Planning Board has previously recommended granting of open development to the aforementioned subdivision;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby grants open development status to Lots #1, and #2, in the proposed Architectural Visions PLLC "Final Plat Prepared For Regina Jedlicka" subject to the following terms and conditions:

1. The open development area shall consist of Lots #1 and #2 in the proposed subdivision as shown on a plan prepared by Architectural Visions PLLC, entitled: "Final Plat Prepared For Regina Jedlicka", dated April 1, 2022, last revised November 21, 2022;
2. The maximum number of lots to be established in said open development area shall be two (2). The maximum number of dwelling units to be established in said open development area shall be two (2) single family residence. The maximum number of lots to be established in said subdivision shall be two (2). The maximum number of dwelling units to be established in said subdivision shall be two (2) single family residences.

3. No further subdivision of Lots #1 and #2 shall be permitted.
4. The following notes shall be placed on the map in reference to all lots in the subdivision:
  - a. Lot owners are advised that, according to current school district regulations, school buses will not travel the access driveway servicing the lots in the subdivision.
  - b. The access driveway servicing the subdivision is a private driveway and shall remain so in perpetuity. All maintenance and repair including snow plowing is the responsibility of the property owners of the Lots in the subdivision.
  - c. No further subdivision of any lot in the subdivision is permitted.
5. An Easement and Maintenance Agreement for the access driveway in form satisfactory to the Town Counsel shall be filed simultaneously with the final subdivision plat in the Putnam County Clerk's Office.
6. This Open Development Resolution shall expire two (2) years from the date of enactment if the final subdivision plat has not been approved and signed by the Planning Board and filed in the Putnam County Clerk's Office within that time.
7. The foregoing notes #1 through #5 shall be included on the final subdivision plat and this resolution shall be referenced by date and subject matter in the notes on the final subdivision plat as follows:

"Lots #1 and #2 of this subdivision are subject to the terms, conditions and limitations contained in an Open Development Resolution of the Town Board of the Town of Carmel enacted December 14, 2022."
8. The applicant and/or its successors in interests, assigns, etc., shall be bound and required to provide a true and exact copy of this resolution to any prospective purchaser, of any lot or lots contained within the scope of this approval resolution, prior to the sale of any such lot or lots; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby consents to the Town of Carmel Planning Board acting as lead agency for purposes of New York State Environmental Quality Review in connection will all necessary approvals for the subdivision referenced in this resolution.

Resolution

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

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

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



## **RESOLUTION # 13**

### **RESOLUTION MAKING SEQR DETERMINATION IN REGARD TO THE REHABILITATION OF LAKE MAHOPAC DAM PROJECT**

RESOLVED that the Town Board of the Town of Carmel hereby determines that, the Rehabilitation of the Lake Mahopac Dam Project is a Type II action under SEQR, 6 NYCRR Section 617.5(c) (2) and no further review is necessary.

Resolution

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

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

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