

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 WORK SESSION
Wednesday, February 14th, 2024 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

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

Town Board Work Session:

• **Review of Town Board Minutes January 3rd and January 17th, 2024**

1. Michael Stern, Highway Superintendent – Consider Request to Dispose of Equipment, Truck #46 – Int'l Dump & Truck #47 – Int'l Dump
2. Mary Ann Maxwell, Town Comptroller – Request to Authorize Budget Revisions, Calendar Year 2023
3. Mary Ann Maxwell, Town Comptroller - Consider Rate Reconciliation, Carmel Central School District
4. Anthony Hoffmann, Chief of Police – Consider Request to Authorize Purchase of two 2023 Dodge Durango Pursuit SUV
5. Anthony Hoffmann, Chief of Police – Consider Request to Provide Equipment and Up-fitting for both 2023 Dodge Durango Pursuit SUV
6. Richard Franzetti, P.E. Town Engineer – Consider Request to Return Bond
7. Carmel FD – Consider Amendment to Existing Sewer Easement
8. Mahopac Volunteer Fire Department – Consider Addition/Deletions to the Active List of MVFD
9. Justice Court – Consider Request to Acknowledge Uniform Justice Court Act Section 2019-A – for Internal Audit Services

- **Town Board Comments**
- **Motion to Adjourn Meeting**

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

FROM THE DESK OF: *Michael Stern*

TO: SUPERVISOR MICHAEL CAZZARI
TOWN BOARD

DATE: JANUARY 23, 2024

RE: REQUEST TO DISPOSE OF EQUIPMENT

I am requesting the authorization to dispose of the following equipment:

- Truck #46 – 2004 Int'l Dump, VIN 1HTWEADR14J089896
- Truck #47 – 2005 Int'l Dump, VIN 1HTWEAZR75J049753

These vehicles have outlived their useful life.

A handwritten signature in black ink, consisting of the letters 'MS' inside an oval shape.

cc Comptroller's Office
Supervisor's Office – Joanna

Work Session Item #2

TOWN OF CARMEL BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/06

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
1	100.1220.0019	SUPERVISOR STAFF OTHER COMPENSATION	95,190.00	
	100.1410.0019	TOWN CLERK STAFF OTHER COMPENSATION	18,912.00	
	100.5010.0019	HIGHWAY ADMIN STAFF OTHER COMPENSATION	14,614.00	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES *	128,716.00	
		- PROVIDE FOR PAYOUT OF ACCRUED TIME FOR RETIREES AND OTHER STAFF		
2	100.7310.0045	YOUTH SELF SUSTAIN PROGRAM	5,300.00	
	100.1989.2050	PARK SELF SUSTAINING FEES *	5,300.00	
		- PROVIDE FOR YOUTH PROGRAMS FROM REVENUE RECEIVED		
3	100.1010.0040	TOWN BOARD CONTRACTUAL EXPENSES	250.00	
	100.1110.0012	JUSTICE COURT OVERTIME	500.00	
	100.1220.0013	SUPERVISOR TEMPORARY STAFF	600.00	
	100.1220.0040	SUPERVISOR OFFICE EXPENSES	750.00	
	100.1220.0080	SUPERVISOR EMPLOYEE BENEFITS	6,100.00	
	100.1330.0012	TAX RECEIVER OVERTIME	50.00	
	100.1410.0080	TOWN CLERK EMPLOYEE BENEFITS	750.00	
	100.1420.0042	JUSTICE COURT PROSECUTION	1,600.00	
	100.1440.0013	ENGINEERING TEMPORARY STAFF	1,200.00	
	100.1440.0040	ENGINEERING OFFICE EXPENSES	100.00	
	100.1610.0044	CENTRAL SERVICE PAYROLL	2,700.00	
	100.3620.0040	CODES CONTRACTUAL EXPENSES	450.00	
	100.5010.0040	HIGHWAY ADMIN OFFICE EXPENSES	100.00	
	100.5010.0080	HIGHWAY ADMIN EMPLOYEE BENEFITS	1,000.00	
	100.8010.0040	ZONING BOARD CONTRACTUAL EXPENSES	50.00	
	100.1010.0080	TOWN BOARD EMPLOYEE BENEFITS		250.00
	100.1110.0080	JUSTICE COURT EMPLOYEE BENEFITS		500.00
	100.1010.0046	TOWN BOARD CONSULTING SERVICES		7,450.00
	100.1330.0013	TAX RECEIVER TEMPORARY STAFF		50.00
	100.1410.0040	TOWN CLERK OFFICE EXPENSES		500.00
	100.1410.0045	TOWN CLERK SYSTEM MAINTENANCE		250.00
	100.1420.0044	LABOR LEGAL SERVICES		1,600.00
	100.1440.0080	ENGINEERING EMPLOYEE BENEFITS		1,300.00
	100.1610.0080	RETIREE HEALTH INSURANCE		2,700.00
	100.3620.0045	CODES SYSTEM MAINTENANCE		450.00
	100.5010.0047	HIGHWAY ADMIN TRAINING EXPENSES		1,100.00
	100.8010.0080	ZONING BOARD RETIREE BENEFITS		50.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES WITHIN THE GENERAL FUND		
4	100.3120.0012	POLICE STAFF OVERTIME	15,100.00	
	100.3120.0016	POLICE STAFF HOLIDAY PAY	6,550.00	
	100.3120.0019	POLICE OTHER PAY	9,050.00	
	100.3123.0012	COMMUNITY POLICE OVERTIME	13,500.00	
	100.3120.0011	POLICE STAFF REG SALARY PAY		8,100.00
	100.3120.0044	POLICE CONSULTING SERVICES		4,300.00
	100.3124.0012	POLICE K-9 OVERTIME PAY		3,800.00
	100.3120.0082	POLICE STAFF FICA/MED EXPENSE		28,000.00
		- TRANSFER FOR POLICE OVERTIME AND OTHER PAY		
5	100.3120.0020	POLICE UNIFORMS	1,000.00	
	100.3120.0040	POLICE CONTRACTUAL EXPENSES	9,000.00	
	100.3120.0042	POLICE OFFICE UTILITIES	350.00	
	100.3120.0047	POLICE CONFERENCES/TRAINING	39,000.00	
	100.3120.0041	POLICE MOTOR VEHICLE FUEL		40,350.00
	100.3120.0045	POLICE VEHICLE MAINTENANCE		2,000.00
	100.3120.0082	POLICE SOCIAL SECURITY		4,000.00
	100.3120.0084	POLICE HEALTH INSURANCE		2,000.00
	100.3120.0085	POLICE OPTICAL AND DENTAL		1,000.00
		- TRANSFER FOR MISCELLANEOUS POLICE EXPENSES		

**TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/06**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
6	100.5182.0040	STREET LIGHTING UTILITIES	500.00	
	100.5182.0042	EV CHARGERS UTILITY EXPENSES		500.00
		- TRANSFER FOR STREET LIGHTING UTILITIES		
7	100.7020.0017	RECREATION ADMIN UNIFORM ALLOWANCE	50.00	
	100.7020.0020	RECREATION ADMIN OFFICE EQUIPMENT	550.00	
	100.7020.0041	RECREATION ADMIN VEHICLE FUELS	400.00	
	100.7020.0042	RECREATION UTILITIES	300.00	
	100.7020.0049	RECREATION ADMIN MISC EXPENSES	200.00	
	100.7110.0017	PARK STAFF UNIFORM ALLOWANCE	500.00	
	100.7110.0020	PARK MAINTENANCE EQUIPMENT	4,000.00	
	100.7110.0041	PARK AND MAINTENANCE VEHICLE FUELS	1,900.00	
	100.7120.0040	FARMERS MARKET CONTRACTUAL EXPENSES	300.00	
	100.7020.0013	RECREATION ADMIN TEMPORARY STAFF		1,500.00
	100.7110.0040	PARK CONTRACTUAL EXPENSES		2,700.00
	100.7110.0045	PARK MAINTENANCE CONTRACT		4,000.00
		- TRANSFER FOR MISCELLANEOUS RECREATION EXPENSES		
8	100.8664.0044	DOWNTOWN REVITALIZATION EXPENSES	10,000.00	
	100.1990.0040	CONTINGENT ACCOUNT		10,000.00
		- TRANSFER FOR DOWNTOWN REVITALIZATION COLOR DESIGN AND LAND SURVEY SERVICES		
TEAKETTLE SPOUT PARK DISTRICT				
9	403.7140.0040	CONTRACTUAL EXPENSES	3,700.00	
	403.7140.0048	OTHER EXPENDITURES		3,700.00
		- TRANSFER FOR BRUSH CLEAN UP AND REMOVAL		
LAKE SECOR PARK DISTRICT				
10	404.7140.0040	CONTRACTUAL EXPENSES	1,150.00	
	404.7140.0041	SUPPLIES AND MATERIALS		450.00
	404.7140.0042	UTILITY EXPENSES		100.00
	404.7140.0048	OTHER EXPENDITURES		150.00
	404.7140.0049	SERVICES TO OTHER DEPTS/GOVTS		350.00
	404.7140.0083	WORKMANS COMPENSATION		100.00
		- TRANSFER FOR NEW CEMENT PATIO		
HIGHWAY FUND				
11	500.5110.0019	HIGHWAY ADMIN STAFF OTHER COMPENSATION	21,952.00	
	500.5010.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	21,952.00
		- PROVIDE FOR PAYOUT OF ACCRUED TIME		
12	500.5110.0012	GENERAL REPAIR LABOR OVERTIME	300.00	
	500.5110.0045	CONTRACTED CAPITAL IMPROVEMENTS	200.00	
	500.5110.0040	GENERAL REPAIR CONTRACTUAL EXPENSES		500.00
		- TRANSFER FOR HIGHWAY EXPENSES		
13	500.5112.0012	CHIPS OVERTIME EXPENSE		1,468.00
	500.5112.0020	CHIPS CONTRACT EXPENDITURES	1,745.00	
	500.5112.0082	CHIPS SOCIAL SECURITY EXPENSE		275.00
	500.5110.0040	GENERAL REPAIR CONTRACT EXPENSE		2.00
		- TRANSFER FOR CHIPS HIGHWAY PROJECT COSTS		

**TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/06**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #2				
14	602.8310.0020	EQUIPMENT	3,000.00	
	602.8310.0040	CONTRACTUAL EXPENSES	6,000.00	
	602.8310.0041	CHEMICAL EXPENSES	7,000.00	
	602.8310.0047	EMERGENCY REPAIRS	6,000.00	
	602.8310.0048	OTHER OPERATING EXPENSES	6,300.00	
	602.8310.0046	PURCHASE OF WATER		28,300.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
CARMEL WATER DISTRICT #3				
15	603.8310.0040	CONTRACTUAL EXPENSES	2,000.00	
	603.8310.0047	EMERGENCY REPAIRS	48,000.00	
	603.8310.0020	EQUIPMENT		2,800.00
	603.8310.0021	ASSET MANAGEMENT SPECIAL EXPENSE		1,000.00
	603.8310.0041	CHEMICAL EXPENSES		1,900.00
	603.8310.0042	UTILITY EXPENSES		1,000.00
	603.8310.0046	PURCHASE OF WATER		10,000.00
	603.8310.0048	OTHER OPERATING EXPENSES		2,000.00
	603.8310.0099	REPAIR RESERVE FUND		4,300.00
	603.8310.9909	APPROPRIATED FUND BALANCE	*	27,000.00
		- TRANSFER AND PROVIDE FOR CONTRACTUAL AND EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #4				
16	604.8310.0047	EMERGENCY REPAIRS	5,100.00	
	604.8310.0040	CONTRACTUAL EXPENSES		1,000.00
	604.8310.0042	UTILITY EXPENSES		1,300.00
	604.8310.0048	OTHER OPERATING EXPENSES		2,800.00
		- TRANSFER FOR EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #7				
17	607.8310.0020	EQUIPMENT	7,000.00	
	607.8310.0047	EMERGENCY REPAIRS	5,000.00	
	607.8310.0040	CONTRACTUAL EXPENSES		1,000.00
	607.8310.0046	PURCHASE OF WATER		3,000.00
	607.8310.0099	REPAIR RESERVE FUND		8,000.00
		- TRANSFER FOR EQUIPMENT AND EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #8				
18	608.8310.0047	EMERGENCY REPAIRS	21,000.00	
	608.8310.0021	ASSET MANAGEMENT SPECIAL EXPENSE		1,000.00
	608.8310.0040	CONTRACTUAL EXPENSES		4,500.00
	608.8310.0042	UTILITY EXPENSES		6,000.00
	608.8310.0048	OTHER OPERATING EXPENSES		1,500.00
	608.8310.9909	APPROPRIATED FUND BALANCE	*	8,000.00
		- TRANSFER AND PROVIDE FOR EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #9				
19	609.8310.0040	CONTRACTUAL EXPENSES	500.00	
	609.8310.0042	UTILITY EXPENSES		500.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
CARMEL WATER DISTRICT #14				
20	614.8310.0040	CONTRACTUAL EXPENSES	1,400.00	
	614.8310.0047	EMERGENCY REPAIRS		1,400.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		

TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/06

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL SEWER DISTRICT #2				
21	702.8130.0040	CONTRACTUAL EXPENSES	22,000.00	
	702.8130.0047	SLUDGE REMOVAL	53,500.00	
	702.8130.0048	OTHER OPERATING EXPENSES	3,200.00	
	702.8130.0140	MICRO CONTRACTUAL EXPENSES		47,700.00
	702.8130.0141	MICRO CHEMICAL EXPENSES		31,000.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
CARMEL SEWER DISTRICT #4				
22	704.8130.0040	CONTRACTUAL EXPENSES	5,500.00	
	704.8130.0042	UTILITY EXPENSES	1,200.00	
	704.8130.0047	SLUDGE REMOVAL	1,400.00	
	704.8130.0141	MICRO CHEMICAL EXPENSES	200.00	
	704.8130.0140	MICRO CONTRACTUAL EXPENSES		8,300.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
CARMEL SEWER DISTRICT #5				
23	705.8130.0047	SLUDGE REMOVAL	2,500.00	
	705.8130.0040	CONTRACTUAL EXPENSES		2,500.00
		- TRANSFER FOR SLUDGE REMOVAL		
CARMEL SEWER DISTRICT #6				
24	706.8130.0042	UTILITY EXPENSES	500.00	
	706.8130.0048	OTHER OPERATING EXPENSES		500.00
		- TRANSFER FOR UTILITY EXPENSES		
CARMEL SEWER DISTRICT #7				
25	707.8130.0040	CONTRACTUAL EXPENSES	1,000.00	
	707.8130.0046	PURCHASE OF WATER	200.00	
	707.8130.0047	SLUDGE REMOVAL	1,500.00	
	707.8130.0142	MICRO - UTILITY EXPENSES		2,700.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
MAHOPAC LIGHTING DISTRICT				
26	751.5182.0042	CONTRACTUAL UTILITIES	4,100.00	
	751.5182.0048	OTHER EXPENSES		200.00
	751.5182.0049	SERVICES OTHER DEPTS/GOVTS		900.00
	751.5182.9909	APPROPRIATED FUND BALANCE	*	3,000.00
		- TRANSFER AND PROVIDE FOR CONTRACTUAL UTILITIES		
CARMEL LIGHTING DISTRICT				
27	752.5182.0042	CONTRACTUAL UTILITIES	2,700.00	
	752.5182.0040	CONTRACTUAL EXPENSES		2,500.00
	752.5182.0048	OTHER EXPENSES		200.00
		- TRANSFER FOR CONTRACTUAL UTILITIES		
COUNTRY HILLS LIGHTING DISTRICT				
28	754.5182.0042	CONTRACTUAL UTILITIES	200.00	
	754.5182.9909	APPROPRIATED FUND BALANCE	*	200.00
		- PROVIDE FOR CONTRACTUAL UTILITIES		
BIRCH ROAD CAPITAL PROJECT FUND				
29	902.1989.3000	COUNTY STATE AID - SALES TAX FUNDING	335,000.00	
	902.1989.4300	FEDERAL AID - ARPA	335,000.00	
	902.1989.5710	PROCEEDS FROM BONDS ISSUED		670,000.00
		- ADJUST BUDGET FOR COUNTY AID FROM SALES TAX FUNDING AND ARPA FUNDING		

**TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/06**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
FEMA PROJECT 4723 CAPITAL FUND					
30	904.1989.0044	ENGINEERING SERVICES		18,470.00	
	904.1989.4321	FEDERAL AID - FEMA	*	18,470.00	
		- PROVIDE FOR ENGINEERING COST ASSISTANCE WITH FEMA LARGE PROJECTS			
CWD #9 CAPITAL PROJECT FUND					
31	969.8310.0040	CONTRACTUAL EXPENDITURES		2,100.00	
	969.8310.5710	PROCEEDS OF BORROWING	*	2,100.00	
		- PROVIDE FOR CAPITAL PROJECT COSTS FROM APPROVED BORROWING			
CARMEL SEWER DIST #4 CAPITAL PROJECT FUND					
32	974.8130.3000	COUNTY STATE AID - SALES TAX FUNDING		19,370.00	
	974.8130.4300	FEDERAL AID - ARPA			19,370.00
		- ADJUST BUDGET FOR COUNTY AID FROM SALES TAX FUNDING AND ARPA FUNDING			

Work Session Item #3

Carmel Central School District ~ Account #02-00153
Rate Reconciliation 12/13/23

Billing Date	Consumption	Cubic Feet Bill Paid	Gallon Bill Calculation	Amount of Overpayment
09/30/20	317,568	10,956.10	1,429.06	9,527.04
03/31/21	318,979	11,004.78	1,435.41	9,569.37
09/30/21	728,205	25,123.07	3,276.92	21,846.15
03/31/22	399,966	13,798.83	1,799.85	11,998.98
09/30/22	515,467	17,783.61	2,319.60	15,464.01
03/31/23	623,044	21,495.02	2,803.70	18,691.32
		100,161.41	13,064.54	87,096.87
		34.50	4.50	
Total	2,903,229	100,161.40	13,064.53	87,096.87
09/30/23	420896	<i>unpaid</i>	1,894.03	(1,894.03)
			Amount Due	85,202.84

overpaid

* Account was being billed at cubic foot rate since new Badger Meter was installed by National Metering Services 1/23/20.

*12/12/23
corrected rate code to
102 → gallons from 202 → CF*

Date Prepared: 02/07/2024 01:32 PM
 Due Date: 11/30/2020 To 11/30/2023
 Sort By: ASC
 Suppress Zero Balance Due Dates: No

TOWN OF CARMEL

Bill Detail Form

Year: 2024 Seq: 51 Bill No: 219
 Owner: CARMEL CENTRAL SCHOOL

Bank:
 District: 372000
 Parcel ID: 44.18-1-44
 Location: 30 FAIR STREET

Acct No: 5102001530

Inst	Due Date	Purpose	Type	Trans. Date	Batch No.	Rec/Ref #	Amount	Trans No	Seq.	
1	11/30/2020	WATER DIST 2	CHG	10/26/2020	MAR		10,956.10	153930	1	
		WATER DIST 2	PMT	01/20/2021	02-0103	51246	(10,956.10)	58327	2	
Inst Total							0.00			
1	06/30/2021	WATER DIST 2	CHG	04/20/2021	MAR		11,004.78	168657	1	
		WATER DIST 2	PMT	05/26/2021	0516	53390	(11,004.78)	60677	2	
Inst Total							0.00			
1	11/30/2021	WATER DIST 2	CHG	10/12/2021	MAR		25,123.07	175862	1	
		WATER DIST 2	PMT	11/22/2021	1147	57098	(25,123.07)	64626	2	
Inst Total							0.00			
1	06/30/2022	WATER DIST 2	CHG	04/07/2022	MAR		13,798.83	182470	1	
		WATER DIST 2	PMT	05/10/2022	0525	59739	(13,798.83)	67465	2	
Inst Total							0.00			
1	11/30/2022	WATER DIST 2	CHG	10/12/2022	MAR		17,783.61	189547	1	
		WATER DIST 2 PEN	CHG	01/27/2023	PENALTY		1,778.36	194806	1	
		WATER DIST 2 PEN	ADJ	02/07/2023	MAR		(1,778.36)	195212	2	
		REVERSE PENALTY								
		WATER DIST 2	PMT	02/24/2023	0212	65110	(17,783.61)	73050	2	
Inst Total							0.00			
1	06/30/2023	WATER DIST 2	CHG	04/10/2023	MAR		21,495.02	196054	1	
		WATER DIST 2	PMT	05/16/2023	0532	66853	(21,495.02)	74988	2	
Inst Total							0.00			
1	11/30/2023	WATER DIST 2	CHG	10/11/2023	MAR		14,520.91	203121	1	
		WATER DIST 2	ADJ	12/12/2023	MAR		(14,520.91)	208134	2	
		* REVERSE BILL-REBILL @ GALLON RATE \$4.50/1,000								
Inst Total							0.00			

102	WATER DIST 2	Total	0.00
102P	WATER DIST 2 PEN	Total	0.00
Bill Total			0.00

0 * *

10,956.1000+

11,004.7800+

25,123.0700+

13,798.8300+

17,783.6100+

21,495.0200+

006

100,161.4100*

Paid 11/30/20 →
6/30/23

Work Session Item #4 & #5



TOWN OF CARMEL POLICE DEPARTMENT

60 MCALPIN AVENUE • MAHOPAC, NEW YORK 10541

MAIN (845) 628-1300 • FAX (845) 628-2597

POLICE@CI.CARMEL.NY.US



MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: 2024 CPD Vehicle Purchase
DATE: February 14, 2024

Please be advised, challenges in acquiring and equipping police fleet vehicles continue. Fortunately, late last year we were able to reserve two 2023 Dodge Durango Pursuit police fleet SUV vehicles from Neilsen Fleet of Morristown, NJ, the NYS OGS vendor (Contract PC 69848) that we have successfully ordered vehicles from last year. These two vehicles are now available for us to take possession of.

These vehicles will be assigned to patrol and will replace two current CPD fleet vehicles each with over 100,000 miles that have become maintenance intensive. One of the new vehicles will be a “low-profile” traffic enforcement vehicle which will cost slightly less to equip.

For equipment upfit, we again seek to utilize RFC Emergency Lighting of Briarcliff Manor, NY. RFC has done excellent work for us for the past two years and their services and equipment are available for purchase under Village of Briarcliff contract # 2324-RFP-1, which we used for last year’s vehicle order.

Therefore I respectfully request Town Board resolutions for the following:

Resolution 1: To purchase two 2023 Dodge Durango Pursuit SUV vehicles from Neilsen Fleet of Morristown, NJ, under NYS OGS Contract PC 69848 at a total cost of \$108,594.00 (\$54,477 per vehicle). Quote attached.

Resolution 2: To provide equipment and upfitting for both 2023 Dodge Durango Pursuit SUV’s from RFC Emergency Lighting of Briarcliff Manor, NY at a total cost not to exceed \$38,000 (allowing for estimated freight costs of equipment), utilizing Village of Briarcliff Manor Contract 2324-RFP-1, under the “piggyback” provision of ToC Procurement Policy. Quotes attached.

These purchases will be funded through the 2024 CPD vehicle budget line.

Submitted for your review and approval.

Chief Anthony Hoffmann



Quote

NIELSEN OF MORRISTOWN

200 Ridgedale Ave.
Morristown, NJ 07960

To:	From: Brooks Buxton Phone/Fax: (973) 319- 7000 / (973) 884-2650
	Vehicle Pick Up Location Nielsen Fleet 31 Williams Parkway East Hanover, NJ 07936

2023 Dodge Durango (WDEE75) Pursuit AWD

STATE OF NEW YORK

CONTRACT # PC69848

Mechanical

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
 Transmission: 8-Speed Automatic (850RE) (STD)
 3.45 Rear Axle Ratio (STD)
 GVWR: 6,500 lbs (STD)
 50 State Emissions

Transmission w/Sequential Shift Control
 Full-Time All-Wheel
 Engine Oil Cooler
 650CCA Maintenance-Free Battery w/Run Down Protection
 220 Amp Alternator
 Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
 Trailer Wiring Harness
 Police/Fire
 1650# Maximum Payload
 Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
 Nivomat Suspension
 Front And Rear Anti-Roll Bars
 HD Suspension

Electric Power-Assist Speed-Sensing Steering

24.6 Gal. Fuel Tank
 Single Stainless Steel Exhaust
 Permanent Locking Hubs

Short And Long Arm Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs
 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 8.0" Black Steel (STD)
 Wheels w/Chrome Hub Covers

Entertainment cont.

SiriusXM Radio Service
 Integrated Voice Command w/Bluetooth
 6 Speakers
 Streaming Audio
 2 LCD Monitors In The Front

Exterior cont.

Tires: 255/60R18 On/Off Road
 Steel Spare Wheel
 Full-Size Spare Tire Stored Underbody w/Crankdown
 Clearcoat Paint
 Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent
 Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent
 Chrome Bodyside Insert and Colored Wheel Well Trim
 Black Side Windows Trim
 Body-Colored Door Handles
 Black Power Heated Side Mirrors w/Manual Folding
 Fixed Rear Window w/Fixed Interval Wiper and Defroster
 Deep Tinted Glass
 Speed Sensitive Variable Intermittent Wipers
 Galvanized Steel/Aluminum Panels
 Lip Spoiler
 Black Grille
 Front License Plate Bracket
 Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks
 Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off

Perimeter/Approach Lights
 LED Brakelights

Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
 Radio: Uconnect 4 w/8.4" Display

GPS Antenna Input
 SiriusXM Satellite Radio

Interior cont.

Integrated Center Stack Radio
 Google Android Auto
 USB Host Flip
 Apple CarPlay
 For More Info, Call 800-643-2112

Interior

Front Seats w/Power 4-Way Driver Lumbar

12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat

60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Leather/Metal-Look Steering Wheel
Front Cupholder

Rear Cupholder
Compass

Proximity Key For Doors And Push Button Start
Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button

Remote Releases -Inc: Power Fuel
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
Rear HVAC w/Separate Controls
HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts
Illuminated Locking Glove Box
Driver Foot Rest
Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat
Interior Trim -inc: Leatherette Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents
Full Cloth Headliner
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows

Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
#7 Seat Foam Cushion

Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Front Center Armrest w/Storage and Rear Center Armrest

Sentry Key Immobilizer
3 12V DC Power Outlets

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
ParkSense with Stop Rear Parking Sensors

Blind Spot Detection Blind Spot
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags

Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
ParkView Back-Up Camera



Quote

NIELSEN OF MORRISTOWN

200 Ridgedale Ave.
Morristown, NJ 07960

2023 Dodge Durango (WDEE75) Pursuit AWD
STATE OF NEW YORK
CONTRACT # PC69848

BASE PRICE \$ 42,692.00

Factory Options

Item	Price
	\$ -
A7X9 Black, Cloth Bucket Seats w/Rear Vinyl -inc: Vinyl 2nd Row Seat	\$ 120.00
EZH Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic	\$ 2,995.00
ADL Skid Plate Group inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate	\$ 295.00
LNF Black Left Spot Lamp	\$ 545.00
CW6 Deactivate Rear Doors/Windows	\$ 75.00
GXF Entire Fleet Alike Key (FREQ 1)	\$ 140.00
PMX5100 MOPAR Maximum Care Warranty 5 Years / 100,000 Miles / 3,334 Engine Hours	\$ 4,980.00

Factory Option Total \$9,150.00

Additional Options

	Price
Sound Off Red/White Dome Light	\$ 175.00
AFS Installer Series Wiring Harness	\$ 585.00
AFS Power Distribution Panel w/Master Cut-Off Switch	\$ 335.00
Charge Guard	\$ 225.00
(2) Striplight LEDs in Cargo Area w/ On/Off & Mercury Switch	\$ 350.00
(2) LED Trunk Lights (1-Red) (1-Blue) w/ On/Off & Mercury Switch	\$ 345.00
WeatherTech Side Window Deflectors / Rain Guards	\$ 195.00
Intermotive IdleLock	\$ 425.00

Option Total \$ 2,635.00

Vehicle Total \$ 54,477.00

Total for (2) \$ 108,954.00

Date: 1/29/2024

**RFC Emergency Lighting & Services
LLC**

PO BOX 209
Briarcliff Manor, NY 10510
(914) 830-9759
rfcemergencylighting@gmail.com
www.rfcemergencylighting.com



Estimate

ADDRESS

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

SHIP TO

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

ESTIMATE # 1578

DATE 01/31/2024

NYS BID VENDER ID

1100271222

NYS CONTRACT

2324-RFP-1

QTY	ACTIVITY	RATE	AMOUNT
1	NOTE 2024 DURANGO PATROL	0.00	0.00
1	C399 Amplifier Control Module, Flashing Outputs, Includes 3 CAN ports, and Controls up to 99	1,383.00	1,383.00
1	CCTL6 Includes 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch Rotary Knob.	463.00	463.00
1	CEM16 16 Output, 4 Input WeCanX® Expansion Module	286.00	286.00
1	CV2V Vehicle To Vehicle Module, Includes Internal Antenna	363.00	363.00
1	SA315P Speaker, Nylon Composite	403.00	403.00
1	SAK54 Dodge Durango, 2015-2022, Center Mount, for One or Two Speakers (Replaces SAK54)	51.00	51.00
1	C399K3 OBDII CANPort™ Installation Kit for C399 for 2018-2020 Ram Classic 1500, 2019-2020 Ram 1500, 2021 Ram 2500, and 2018-2020 Dodge Charger and Durango (Not for use with Core-R™)	62.00	62.00
1	HWLUNI Siren Amplifier with One Speaker, Includes Universal Mounting Bracket	741.00	741.00
1	Legacy DUO 48" WC	6,460.00	6,460.00
4	I2# I2D RW FRONT OF PB Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	201.00	804.00
2	I2SM#	201.00	402.00

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
	I2SMD RW SIDE OF PB Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing		
2	LINSV2* LINSV2B UNDER MIRROR V-Series™, Combination 180° Warning and Puddle Light	302.00	604.00
1	LSVBKT44 Dodge Durango, 2013-2021, Under-the-Side View Mirror	34.00	34.00
2	I2# I2J QUARTER GLASS WINDOW Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	201.00	402.00
2	I2# I2J REAR GLASS WINDOW Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	201.00	402.00
2	I2# 1 I2E & 1 I2D REAR LICENSE PLATE Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	201.00	402.00
1	IONBKT1 Optional Universal License Plate Bracket for 2 ION™ Lighthoods, Horizontal Mount.	44.00	44.00
2	TLI* TLIJ SPLIT R/B HATCH OPEN WARNING Red, Blue, Amber or White	168.00	336.00
2	3SRCCDCR Compartment Light, Combination Red/White, with Independent Control of Red and White Light	101.00	202.00
1	NOTE CONTRACT PRICING 44% OFF LIST	-6,091.36	-6,091.36
			Subtotal: 7,752.64
1	P1000DUR18AOSB Dodge Durango PPV/SSV 2018 - 2022; Pro-Cell Prisoner Transport Systems Includes: 1/2 Partition; Single Compartment Transport Seat; Floor Pan, Pair Window Armor, Lower Extension Panel, Poly Divider, Poly Window Barrier & Outboard Seat Belts, (does not include ABS Door Panels)	3,549.00	3,549.00
1	GPC6718D-H Vertical Pro-cell Mount Dual Weapon Tri-Lock Gunrack w/Handcuff Key	686.00	686.00
1	PB67D21HD DODGE DURANGO PPV/SSV 2018 - 2023 HD PUSH BUMPER	549.00	549.00
1	3PB1318-4 4 LIGHT HEAD MOUNT INSERT	182.00	182.00
1	NOTE	-1,390.48	-1,390.48

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
	CONTRACT PRICING 28%		
			Subtotal: 3,575.52
1	C-VS-1900-DUR-PM Vehicle-Specific 19" Console with PocketJet 6 & 7 Internal Printer Mount for 2021-2023 Dodge Durango Pursuit	779.00	779.00
1	C-LP2-USB-BL2 Console Accessory Bracket With 2 Lighter Plug Outlets,1 USB-C & USB Type A Dual Port Charger And 2 Blanks For Rectangular Accessories	156.00	156.00
1	Havis C-AP-0325 3" Accessory Pocket, 2.5" Deep	51.00	51.00
1	CUP2-1001 Self-Adjusting Double Cup Holder	67.00	67.00
2	C-ARM-102 Side Mount Armrest	94.00	188.00
1	C-EB40-CCS-1P 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	0.00	0.00
1	Havis 1-Piece Equipment Mounting Bracket 2.5in C-EB25-XTL-1P	0.00	0.00
2	C-MCB Mic Clip Bracket	19.00	38.00
1	NOTE CONTRACT PRICING 32%	-409.28	-409.28
			Subtotal: 869.72
2	Magnetic Mic Microphone Clip.	35.00	70.00
1	Reflective Lettering PATROL LETTERING TO MATCH CURRENT DURANGOS	1,750.00	1,750.00
1	Labor Cars & Suv Hour Includes installation of all items above: Mobile Radio and Rechargeable equipment	4,250.00	4,250.00
1	Materials Wire, Loom, Fuses, Zipties, Heat Shrink, Waterproof Connectors, Connectors, Tape, ETC	325.00	325.00
1	Window Tints Two Front Windows & Windshield Strip	225.00	225.00
1	Laird Technologies MB8BI NMO Mount W Connector.	35.00	35.00
1	Freight Shipping TBD ESTIMATED SHIPPING \$400.00-\$500.00	0.00	0.00

All products come with manufactures warranty. All wiring and install comes with Limited Lifetime Warranty. This warranty shall be voided if the vehicle is subject to extreme abuse, negligence, or accidents. Any modifications to the vehicle, specifically it's wiring and custom installation by RFC Emergency Lighting, will void this warranty. Prices are subjected to change during installation

SUBTOTAL	18,852.88
TAX	0.00
TOTAL	\$18,852.88

Thank You For Your Business!

due to customer adding or changing install specifications.

Deposit or PO is required for all parts at acceptance of estimate.

2.9% CC Fee will be added to any invoice paid by CC.

Invoice payment is due within 30 days of receiving final bill. Please be advised that we will charge 1.5% interest per month on late invoices.

Accepted By

Accepted Date

Thank You For Your Business!

**RFC Emergency Lighting & Services
LLC**

PO BOX 209
Briarcliff Manor, NY 10510
(914) 830-9759
rfcemergencylighting@gmail.com
www.rfcemergencylighting.com



Estimate

ADDRESS

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

SHIP TO

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

ESTIMATE # 1576

DATE 01/31/2024

NYS BID VENDER ID

1100271222

NYS CONTRACT

2324-RFP-1

QTY	ACTIVITY	RATE	AMOUNT
1	NOTE 2024 DURANGO SLICKTOP	0.00	0.00
1	C399 Amplifier Control Module, Flashing Outputs, Includes 3 CAN ports, and Controls up to 99	1,383.00	1,383.00
1	CCTL6 Includes 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch Rotary Knob.	463.00	463.00
1	CEM16 16 Output, 4 Input WeCanX® Expansion Module	286.00	286.00
1	CV2V Vehicle To Vehicle Module, Includes Internal Antenna	363.00	363.00
1	SA315P Speaker, Nylon Composite	403.00	403.00
1	SAK54 Dodge Durango, 2015-2022, Center Mount, for One or Two Speakers (Replaces SAK54)	51.00	51.00
1	C399K3 OBDII CANPort™ Installation Kit for C399 for 2018-2020 Ram Classic 1500, 2019-2020 Ram 1500, 2021 Ram 2500, and 2018-2020 Dodge Charger and Durango (Not for use with Core-R™)	62.00	62.00
1	HWLUNI Siren Amplifier with One Speaker, Includes Universal Mounting Bracket	741.00	741.00
1	FST DUO 10 LAMP DUO	1,965.00	1,965.00
4	TLI2# TLI2D RW GRILLE DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	195.00	780.00

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
2	TIONBKT1 Optional Universal "L" Mounting Bracket for One TLI™ Lighthouse	19.00	38.00
2	LINSV2* LINSV2B UNDER MIRROR V-Series™, Combination 180° Warning and Puddle Light	302.00	604.00
1	LSVBKT44 Dodge Durango, 2013-2021, Under-the-Side View Mirror	34.00	34.00
2	I2# I2J QUARTER GLASS WINDOW Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	201.00	402.00
2	Tracer 5 Lamp DUO WCX DRAWING ATTACHED	1,525.00	3,050.00
2	TCRB44 DURANGO TRACER MOUNTS	53.00	106.00
1	RST DUO 8 LAMP DUO	1,859.00	1,859.00
2	I2# 1 I2E & 1 I2D REAR LICENSE PLATE Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	201.00	402.00
1	IONBKT1 Optional Universal License Plate Bracket for 2 ION™ Lighthouses, Horizontal Mount.	44.00	44.00
2	TLI* TLIJ SPLIT R/B HATCH OPEN WARNING Red, Blue, Amber or White	168.00	336.00
2	3SRCCDCR Compartment Light, Combination Red/White, with Independent Control of Red and White Light	101.00	202.00
1	NOTE CONTRACT PRICING 44% OFF LIST	-5,972.56	-5,972.56
			Subtotal: 7,601.44
1	P1000DUR18AOSB Dodge Durango PPV/SSV 2018 - 2022; Pro-Cell Prisoner Transport Systems Includes: 1/2 Partition; Single Compartment Transport Seat; Floor Pan, Pair Window Armor, Lower Extension Panel, Poly Divider, Poly Window Barrier & Outboard Seat Belts, (does not include ABS Door Panels)	3,549.00	3,549.00
1	GPC6718D-H Vertical Pro-cell Mount Dual Weapon Tri-Lock Gunrack w/Handcuff Key	686.00	686.00
1	NOTE CONTRACT PRICING 28%	-1,185.80	-1,185.80
			Subtotal: 3,049.20

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
1	C-VS-1900-DUR-PM Vehicle-Specific 19" Console with PocketJet 6 & 7 Internal Printer Mount for 2021-2023 Dodge Durango Pursuit	779.00	779.00
1	C-LP2-USB-BL2 Console Accessory Bracket With 2 Lighter Plug Outlets,1 USB-C & USB Type A Dual Port Charger And 2 Blanks For Rectangular Accessories	156.00	156.00
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1	CUP2-1001 Self-Adjusting Double Cup Holder	67.00	67.00
2	C-ARM-102 Side Mount Armrest	94.00	188.00
1	C-EB40-CCS-1P 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	0.00	0.00
1	Havis 1-Piece Equipment Mounting Bracket 2.5in C-EB25-XTL-1P	0.00	0.00
2	C-MCB Mic Clip Bracket	19.00	38.00
1	NOTE CONTRACT PRICING 32%	-409.28	-409.28
			Subtotal: 869.72
2	Magnetic Mic Microphone Clip.	35.00	70.00
1	Reflective Lettering GHOST LETTERING TO MATCH FLEET BLACK VEHICLE MATCH WHITE GHOST DURANGO. NO LETTERING TO HOOD, TAILGATE OR REAR BUMPER	1,550.00	1,550.00
1	Labor Cars & Suv Hour Includes installation of all items above: Mobile Radio and Rechargeable equipment	4,080.00	4,080.00
1	Materials Wire, Loom, Fuses, Zipties, Heat Shrink, Waterproof Connectors, Connectors, Tape, ETC	325.00	325.00
1	Window Tints Two Front Windows & Windshield Strip	225.00	225.00
1	Laird Technologies MB8BI NMO Mount W Connector.	35.00	35.00
1	Freight Shipping TBD ESTIMATED SHIPPING \$400.00-\$500.00	0.00	0.00

All products come with manufactures warranty. All wiring and install comes with Limited Lifetime Warranty. This warranty shall be voided if the vehicle is subject to extreme abuse, negligence, or accidents. Any modifications to the vehicle, specifically it's wiring and custom installation by RFC Emergency Lighting, will void this warranty. Prices are subjected to change during installation due to customer adding or changing install

SUBTOTAL	17,805.36
TAX	0.00
TOTAL	\$17,805.36

Thank You For Your Business!

specifications.

Deposit or PO is required for all parts at acceptance of estimate.

2.9% CC Fee will be added to any invoice paid by CC.

Invoice payment is due within 30 days of receiving final bill. Please be advised that we will charge 1.5% interest per month on late invoices.

Accepted By

Accepted Date

Thank You For Your Business!

Work Session Item #6

CRAIG PAEPRER
Chairman

ANTHONY GIANNICO
Vice Chairman

BOARD MEMBERS
RAYMOND COTE
ROBERT FRENKEL
VICTORIA CAUSA
JOHN NUCULOVIC
NICHOLAS BALZANO

TOWN OF CARMEL PLANNING BOARD



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 – Ext.190
www.ci.carmel.ny.us

MICHAEL CARNAZZA
*Director of Code
Enforcement*

RICHARD FRANZETTI, P.E.
Town Engineer

PATRICK CLEARY,
AICP, CEP, PP, LEED AP
Town Planner

MEMORANDUM

To: Town Board

From: Rose Trombetta

Date: January 25, 2024

Subject: **Bond Return** – Joe Zakon – d/b/a 14 Nicole Way, LLC.
TM – 65.6-1-22 - Bond Register #825

On January 24, 2024 the Planning Board passed a motion recommending the bond return of \$98,000.00 for the above captioned property.

Attached is a fully executed bond application form, Town Engineer, Richard Franzetti's memo dated January 3, 2024 and Director of Code Enforcement, Michael Carnazza's memo dated January 23, 2024.



Planning Board
 Town of Carmel - Town Hall
 Mahopac, New York 10541

Subdivision - Site Plan Bond Application

Bond Amount \$98,000.00
 Inspection Fee N/A

Bond Register No 825
 Tax Map # 65.6-1-22
 Filing Date January 18, 2023

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$ N/A. Said bond was fixed by Resolution of the Planning Board on date 11/24/2020 for the construction and completion of improvements described on a map on file with the Planning Board.

Applicant's Name: Joe Zakon - d/b/a 14 Nicole Way LLC
 Applicant's Address: 106 Overlook Drive, Mahopac, NY 10541
 Applicant's Telephone Number: 914-760-7673 Email: ooandp@gmail.com
 Map Entitled: 14 Nicole Way LLC. Property Address: 1065 Route 6, Mahopac Last Revised 10/29/20

Applicant's Signature [Signature]
 Town Engineer's Signature _____

Bonding Company The Ohio Casualty Insurance Company Bond # 41K234422 Bond Expires No expiration

The above application is in order and is approved this 24 day of January 2024.
 By [Signature] Chairman, Planning Board
 By _____ Chairman, Environmental Conservation Board

Application for Bond Return XXXX

Bond Reduction _____

The undersigned hereby applies for bond return/reduction heretofore filed in accordance with the Town of Carmel regulations and hereby affirms that he has completed the required improvements in accordance with the specifications applicable hereto for bond return/reduction.

Date 1/19/24 Applicant's Signature [Signature]

I inspected the improvements on the above captioned site during construction and after completion and hereby authorize the bond filed by _____ to be reduced to _____.

Date _____ Town Engineer's Signature _____

OR

I have inspected the above mentioned improvements and find same to meet the applicable specifications and hereby recommend that the applicant be completely released from the obligation of said bond.

Date 1/23/24 Town Engineer's Signature [Signature]

Date _____ Planning Board Chairman _____

Date _____ Environmental Conservation Board Chairman _____

Approved by the Town Board at a meeting on _____

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Planning Board

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

Date: January 3, 2024

Re: 14 Nicole Way TM -65.6-1-22 -Bond Return

The applicant, per the attached September 26, 2023 letter has, requested that the bond for the referenced project be released. The original bond amount for the project was \$242,000.00. The bond was reduced to \$98,000.090 (20% of the original bond amount), by Town Board Resolution dated May 3, 2023.

The Town of Carmel Engineering Department has performed numerous site visits with the most recent being October 4, 2023 to evaluate the current status of the site construction, for the purpose of determining whether a bond return was warranted. The results of our investigation are presented below.

Based on the inspection, the site features have been installed as approved and are completed and the bond can be returned.

We trust that this is adequate for your needs. If you have any questions, please don't hesitate to contact me.

Michael G. Carnazza
Director of Code Enforcement

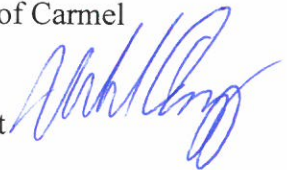
(845) 628-1500 ext. 170
Fax(845) 628-7085



*Office of the Building Inspector
60 McAlpin Avenue
Mahopac, New York 10541*

MEMORANDUM

TO: Chairman Craig Paeprer and Members of the Town of Carmel
Planning Board.

FROM: Michael G. Carnazza, Director of Code Enforcement 

DATE: January 23, 2024

RE: Bond Return for 14 Nicole Way, LLC
Tm# 65.6-1-22

The applicant is seeking a bond return.

All zoning compliance comments have been addressed. I have no objection to the return of the bond.

Work Session Item #7



John J. Hogan
Donald M. Rossi
Michael T. Liguori*

Nancy Tagliafierro*
Jamie Spillane*†
Scott J. Steiner
Bonnie N. Feinzig
Adriana Nolan†
Brendan J. Liberati*

Of Counsel
Mary Jane MacCrae

* Also Admitted in CT
† Also Admitted in NJ

February 2, 2024

Supervisor Michael S. Cazzari
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Re: Amendment to Sewer Easement for Carmel Fire Department, Inc.

Dear Supervisor Cazzari,

In connection with a waiver of site plan approval recently granted by the Carmel Planning Board to the Carmel Fire Department, the Planning Board requested that the Carmel Fire Department amend an existing sewer easement which was created by filed map to reflect the rights of the parties as they relate to certain improvements to be constructed by the Carmel Fire Department within the easement area.

The enclosed easement has been reviewed by Town Attorney Greg Folchetti, Esq. and is now being submitted to the Town Board herewith for your authorization to execute the easement and related documents.

We look forward to your response.

Thank you very much.

Sincerely,

A handwritten signature in black ink, appearing to read "M. T. Liguori". The signature is fluid and cursive, with the first and last names being more prominent.

Michael T. Liguori

AMENDMENT TO PERMANENT SEWER EASEMENT

THIS AGREEMENT made this _____ day of February, 2023 between TOWN OF CARMEL, a municipal corporation of the State of New York, with offices located at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541, as GRANTOR, and Carmel Fire Department, Inc., 94 Gleneida Avenue, Carmel, New York, as GRANTEE.

W I T N E S S E T H:

WHEREAS, GRANTOR owns and operates a municipal sewage transmission system which crosses the property of the GRANTEE by easement established by and shown on Filed Map 1090D, Filed Map 1090U and Filed Map 1597 (collectively referred to herein as the "Easement"); and

WHEREAS, GRANTEE'S property is more particularly described on the Schedule A annexed hereto; and

WHEREAS, GRANTEE desires to locate certain improvements (the "Improvements") upon a portion of the Easement as shown on the Schedule B annexed hereto; and

WHEREAS, GRANTOR hereby desires to authorize the placement of the Improvements as shown on Schedule B upon the Easement on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the GRANTOR and the GRANTEE hereby agree as follows, and that GRANTEE'S Premises shall be held and conveyed subject to the following:

1. Grant of Permission: Grantor hereby grants to Grantee permission to construct and use the Improvements shown on Schedule B upon the area of the Easement. All work to be performed by Grantee for the installation and use of the Improvements shall be in accordance with all applicable codes, laws, rules and regulations consistent with sound engineering and construction practices.
2. Cost and Expense; Non-Interference: The cost of the installation of the Improvements shall be at Grantee's sole cost and expense. The installation of the Improvements and the use thereof shall not interfere with the existing sewer lines, mains, conduits and equipment located within the Easement (the "Sewer Transmission System") nor shall the Grantee interfere with the future upkeep, maintenance, repair or replacement of the Sewer Transmission System located within the Easement.
3. Indemnification and Hold Harmless: The Grantee shall indemnify and hold Grantor free and harmless from and against any and all costs, expense, damages, causes of action and liability whatever, including reasonable attorney fees, arising from, by virtue of, or in any way related to installation and use of the Improvements.

4. Notice of Scheduled Maintenance: Grantor shall provide no less than ten days' notice to Grantee of its intent to perform upkeep, maintenance, repair or replacement of the Sewer Transmission System if the upkeep, maintenance, repair or replacement requires the Improvements to be disturbed. Grantee shall then have a reasonable opportunity to remove the Improvements but no more than 30 days, weather permitting.
5. Emergency Repairs: Nothing herein is intended to restrict or limit Grantor's right to repair or replace the Sewer Transmission System in the event of emergency and Grantee acknowledges that said emergency repair or replacement may cause the removal or damage to the Improvements, which shall be without any liability to the Grantor. Notwithstanding same, reasonable efforts shall be taken to minimize disturbance to the Improvements to the extent practicable.
6. This Amendment shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and /or assigns.
7. Whenever the sense of this document may make it necessary or appropriate, any singular word or term used herein shall include the plural, and any masculine word or terms shall include the feminine and neuter genders, and vice versa.
8. This Amendment shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Permanent Easement on the date and year first above written, intending that the same be recorded in the Office of the Clerk of the County of Putnam, Division of Land Records.

Town of Carmel

By: _____
Michael Cazzari, Supervisor

Carmel Fire Department, Inc.

By: _____
_____, President

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF PUTNAM)

On _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**Signature and Office of Individual
Taking Acknowledgment**

Notary Public

STATE OF NEW YORK)
COUNTY OF PUTNAM)

On _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**Signature and Office of Individual
Taking Acknowledgment**

Notary Public

Record and Return to:

Gregory L. Folchetti, Esq.
Town Counsel
Town of Carmel
1875 Route Six
2nd Floor
Carmel, New York 10512

For conveyances of real property, or interest therein, located in New York City, you must use Form TP-584-NYC.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including checkboxes for entity types and fields for name, address, and identification numbers.

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (1-9) and a date of conveyance field with month, day, and year sub-fields.

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) describing various conditions of conveyance, such as fee interest, acquisition of interest, and syndication.

Table for recording officer's use with columns for Amount received, Date received, and Transaction number, including sub-rows for Schedule B, Part 1 and Part 2.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) <input type="checkbox"/> Exemption claimed	1.		
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		
3	Taxable consideration (subtract line 2 from line 1)	3.		
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.		
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.		
6	Total tax due* (subtract line 5 from line 4)	6.		

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part 1, line 1)	1.		
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.		
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor’s personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**This is to certify that: *(mark an X in the appropriate box)*

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e Other *(attach detailed explanation)*.
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature_____
Title_____
Grantee signature_____
Title_____
Grantor signature_____
Title_____
Grantee signature_____
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Work Session Item #8

From: laura.whitten@mahopacvfd.com
To: [Kernan, Kevin](#)
Subject: Mahopac VFD roster add/drops
Date: Monday, February 5, 2024 2:51:28 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kevin,

The Mahopac VFD traditionally sends the supervisor's office a list of members who've we've added or dropped from the rolls. Members added are typically voted on by the town board. Below are the edits to the rolls of the fire department which shows our current membership status.

Added to rolls: Ryan Ahler

Delete from rolls: Christopher Langley

Evan Fieldale
James Cook
Crew Connolly

If you need anything else, please let me know.

Thanks,
Laura Whitten
Commissioner, MVFD



Thomas J. Jacobellis
Town Justice

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

Daniel M. Miller
Town Justice

To: Michael Cazzari, Supervisor
Carmel Town Board

Date: February 7, 2024

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

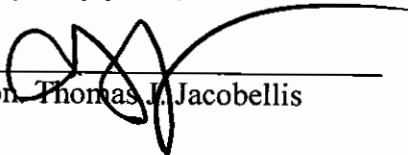
Consistent with Section 2019-a of the Uniform Justice Court Act, we hereby advise that the court's records and docket for the Carmel Justice Court for the Calendar Year 2023 were presented for examination on February 5, 2024.

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

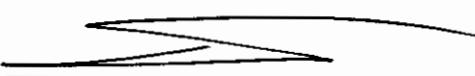
Internal Audit Services Unit
Attn: Joan Casazza
185 Jordan Road, Suite 1
Troy, NY 12180

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

Very truly yours,



Hon. Thomas J. Jacobellis



Hon. Daniel M. Miller

cc: Arielle Bryant, District Special Counsel