

MICHAEL S. CAZZARI
Town Supervisor

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

ROBERT KEARNS
Town Councilman

SUZANNE MC DONOUGH
Town Councilwoman

TOWN OF CARMEL
TOWN HALL



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

ALICE DALY
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD VOTING MEETING / WORK SESSION
Wednesday, April 17th, 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 Voting Meeting:

- **Review Town Board Minutes March 20th, 2024**
 - 1.Res: Authorizing Chief of Police to Proceed with The Purchase of Police Vehicle
 2. Res: Authorizing Acceptance of Proposal for Town of Carmel Police Vehicle Emergency Lighting Equipment Install
 - 3.Res: Authorizing Purchase of Police Vehicle Computers, Town of Carmel Police Department
 - 4.Res: Authorizing Release of Bond - Jordano / Gervasi Subdivision - TM # 63.-1-16
 5. Res: Accepting Proposal and Authorizing Purchase and Installation of Comminutor Equipment Carmel Sewer District #2 Wastewater Treatment Plant
 - 6.Res: Authorizing Attendance at Seminar
 - 7.Res: Authorizing Mailing of Lake Secor Park District Newsletter
 - 8.Res: Authorizing Setting Rates for 2024 Seasonal Employees Lake Secor Park District
 - 9.Res: Authorizing Mailing of Lake Casse Park District Newsletter
 - 10.Res: Authorizing Setting Rates for 2024 Seasonal Employees Lake Casse Park District
 - 11.Res: Authorizing Signing of Inter-municipal Agreement Between The County of Westchester and The Town of Carmel for RICI Live Scan System
 - 12.Res: Authorizing Amendment of Contract Greenway Property Services - Town Park Landscaping
 - 13.Res: Authorizing Entry into Agreement with the County of Putnam for Special Patrol Officer
 - 14.Res: Authorizing Purchase of Equipment Town of Carmel Police Department
 - **Motion to Adjourn Voting Meeting**
 - **Motion to Open Work Session**

Town Board Work Session:

- **Review of Town Board Minutes April 3rd, 2024**
 1. Anthony Hoffmann, Chief of Police - Consider Request to Determine Police Department Vehicles Obsolete
 2. Anthony Hoffmann, Chief of Police - Consider Request to Replenish 2024 Ammunition Supply for Carmel Police Department
 3. Richard J. Franzetti P.E., Town Engineer Engineering – Consider Request to Extend Contract for Town Hall Cleaning Services
 4. Richard J. Franzetti P.E., Town Engineer Engineering – Consider Request to Install Remote Monitoring System Carmel water District #3
 5. Michael Cazzari, Town Supervisor - Consider Request for Engineering Design Services, Culvert Rehabilitation

- **Motion to Adjourn Work Session Meeting**
- **Motion to Move to Executive Session**

Town Board Executive Session:

- Collective Bargaining Agreement
- Contract Review

Resolution #1

**RESOLUTION AUTHORIZING CHIEF OF POLICE
TO PROCEED WITH THE PURCHASE OF POLICE VEHICLES**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Chief of Police Anthony Hoffman to proceed with the purchase of two (2) new 2023 Ford Mustang Mach-E SUV vehicles at an aggregate cost not to exceed \$93,025.00 from Nielsen Ford, East Morristown, NJ, under Westchester County Contract # RFB-WC-22336 pursuant to General Municipal Law §103(16); and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to purchase said vehicles from the respective vendor set forth herein in accordance with their bid/contract quotations dated April 4, 2024; and

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

Resolution

Offered by: _____

Seconded by: _____

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



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: Purchase of 2 Grant Funded Vehicles
DATE: April 10, 2024 - **UPDATED 04/12/2024**

Please be advised, the Town of Carmel was recently awarded a NYS \$100,000 Community Resiliency Economic Sustainability and Technology Program (CREST) grant to purchase electric vehicles.

The vehicles to be purchased are two 2023 Ford Mustang Mach-E AWD SUV vehicles. The vehicles will be allocated to the Town Engineer's Office and the Police Department. We have located two vehicles available for immediate purchase at Healy Brothers Ford of Poughkeepsie, NY. Healy Brothers Ford is a NYS OGS authorized dealer for Ford vehicles under contract PC69421.

The total for both vehicles is \$93,025.00. Required upfit for the Police Department vehicle will be \$8,816.18 from Briarcliff Manor contract (2324-RFP-1) vendor RFC Emergency Lighting. The total of this project will be \$101,841.18, with the \$100,000 to be reimbursed by the CREST grant and the remaining \$1,841.18 to be funded by CPD's 2024 vehicle budget line.

I have attached the NYS OGS contract information and contract quote for the vehicles as well as the notification from the Dormitory Authority of the State of New York (DASNY) that the town has been approved for the grant. I respectfully request a Town Board resolution for an amount not to exceed \$101,841.18 with \$93,025.00 to Healy Brothers Ford of Poughkeepsie, NY for the purchase of two 2023 Ford Mustang Mach E AWD SUV vehicles and \$8,816.18 to RFC Emergency Lighting of Briarcliff Manor, NY for vehicle upfit. I will work with Town Comptroller Maxwell and the DASNY representatives to facilitate the purchase and ensure the reimbursement from the CREST grant.

Submitted for your review and approval.

Chief Anthony Hoffmann

Healey Brothers Ford

Date: 4/12/2024

Salesperson: Diamond Gonzalez

Manager: Chingis Mindin

FOR INTERNAL USE ONLY

BUSINESS NAME	Town Of Carmel Police Dept	Home Phone :
CONTACT	Neil Brown	
Address :	MAHOPAC, NY 10541 PUTNAM	Work Phone : (845) 628-1300
E-Mail :		Cell Phone : (845) 874-2837

VEHICLE				
Stock # :	FE34767EV	New / Used :	New	VIN : 3FMTK1S5XPMA99869 Mileage: 21
Vehicle :	2023 Ford Mustang Mach-E	Color :	SPACE WHITE MET	
Type :	Select 4dr All-Wheel Drive		K1S	

Market Value Selling Price	45,435.00
Discount	1,500.00
Adjusted Price	43,935.00
Doc Fee	175.00
Non Tax Fees	22.50
Cash Deposit	.00
Balance	44,132.50

Customer Approval: _____ Management Approval: _____
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Healey Brothers Ford

Date: 4/12/2024

Salesperson: Diamond Gonzalez

Manager: Chingis Mindin

FOR INTERNAL USE ONLY

BUSINESS NAME Town Of Carmel Police Dept Home Phone :

CONTACT Neil Brown

Address : MAHOPAC, NY 10541 Work Phone : (845) 628-1300
PUTNAM

E-Mail : Cell Phone : (845) 874-2837

VEHICLE

Stock # : FE34367EV New / Used : **New** VIN : 3FMTK3SUXPMA64493 Mileage: 35

Vehicle : 2023 Ford Mustang Mach-E Color : SPACE WHITE MET

Type : Premium 4dr All-Wheel Drive **K3S**

Market Value Selling Price	51,195.00
Discount	1,500.00
Rebate	1,000.00
Adjusted Price	48,695.00
Doc Fee	175.00
Non Tax Fees	22.50
Cash Deposit	.00
Balance	48,892.50

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Office of General Services Procurement Services

Coming Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: 35th Supplemental Contract Award, New Contractors & Contractor Information Updates

DATE: March 26, 2024 **AWARD #:** [23166](#) **GROUP #:** 40440

AWARD DESCRIPTION: Vehicles, Class 1-8 (Statewide)

CONTRACT PERIOD: November 14, 2019 through November 13, 2029

CONTACT: Carol Neelis | 518-474-3695 | carol.neelis@ogs.ny.gov

CONTRACT NO.: Multiple **CONTRACTOR:** Multiple

Please be advised effective March 21 2024, PC70335 Gradall Industries, LLC and PC69145 DePaula Ford LLC have been added.

Also, please note the updates/corrections to vendor information PC70324 for Romeo Nissan, LLC., PC69421 Healey Brothers Ford LLC, PC68945 Lithia Motors, Inc., PC69091 Mall Chevrolet Inc., PC68994 Mangino Chevrolet, Inc.

The new Contracts and contact information are listed below. as announced in the 35th Supplemental Contract Award Notification.

The new Contract and updated information are listed below.

Contract # / MWBE/SB	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
NYS Contract: PC69145	DePaula Ford, LLC 799 Central Ave. Albany, NY 12206	Name: Josh Halse Title: Fleet Manager Phone: 518-489-5414 Email: jhalse@depaulaford.com	Federal ID 81-4291033 NYS Vendor ID 1100186766
NYS Contract: PC70335	Gradall Industries, LLC 406 Mill Ave. SW New Philadelphia, Ohio 44663	Name: Tod T. Ebetino Title: Director Phone: 614-499-0481 Email: ttebetino@gradall.com	Federal ID 74-2660540 NYS Vendor ID 1100121209
NYS Contract: PC70324 SB	Romeo Nissan LLC 140 Route 28 Kingston, NY 12401	Name: Lucia Romeo Title: Chief Legal Officer Phone: 518-796-8426 Email: lucia@romeoautogroup.com	Federal ID 93-2853161 NYS Vendor ID 1100301752

NYS Contract: PC69421	Healey Brothers Ford LLC 2250 South Road. Poughkeepsie, NY 12601	Name: Chingis Minden Title: General Sales Manager Phone: 845-831-1400 Email: chingis.minden@healeybrothers.com	Federal ID 83-0628683 NYS Vendor ID 1100224119
NYS Contract: PC68945	Lithia Motors, Inc. 150 N. Bartlett St. Medford, Oregon 97501	Name: Matt Potasiewicz Title: Fleet Manager Phone: 315-864-7037 Email: mpotasiewicz@carbonecars.com	Federal ID 93-0572810 NYS Vendor ID 1100194771
NYS Contract: PC69091	Mall Chevrolet, Inc. 75 Haddonfield Road Cherry Hill, NJ 08002	Name: Michael Edwards Title: Fleet Manager Phone: 856-662-7000 Email: mikee@mallchevy.com	Federal ID 22-2747749 NYS Vendor ID 1100240384
NYS Contract: PC68994 SB	Mangino Chevrolet, Inc. 4447 State Highway 30 Amsterdam, NY 12010	Name: Michael Coffey Sr. Title: Vice President Phone: 518-843-5702 Email: mcoffeysr@mangino.com	Federal ID 20-1561990 NYS Vendor ID 1000016576

Additional information and further details on this Contract Award may be found on the OGS website at:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4044023166ContractorPage.pdf>

All other terms and conditions remain the same.

CONTRACTOR INFORMATION
Healey Brothers Ford LLC

CONTRACTOR/COMPANY INFORMATION	
Company Name:	Healey Brothers Ford LLC
Address:	2250 South Road, Poughkeepsie, NY 12601
Company Website:	www.healeybrothers.com
Federal ID #:	83-0628683
NYS Vendor ID #:	1100224119
Contract Administrator Name:	Chingis Minden
Title:	General Sales Manager
Email:	CHINGIS.MINDEN@HEALEYBROTHERS.COM
Phone:	845-831-1400
Toll Free Phone:	N/A
Normal Business Days/Hours	M-F 10AM TO 6PM SAT 9AM TO 5PM

EMERGENCIES	
Contact Name:	Bob Fisher
Title:	Office Manager
Address (if different from above):	2250 South Road, Poughkeepsie, NY 12601
Email:	BOB.FISHER@HEALEYBROTHERS.COM
Phone:	845-831-1400
Cell Phone:	845-380-9823

PAYMENT/ORDERING INFORMATION

Does Contractor offer a prompt payment discount for payments made in less than 30 days after receipt of a proper invoice? If yes, please detail the additional discounts by providing the percentage of discounts and the specific number of days within which payment must be made for the discounts to apply (for example: 2% / 15 days; 1% / 20 days).	No
Does Contractor accept the NYS Purchasing Card (see Appendix B, Purchasing Card) at no additional charge, for orders up to and including \$50,000?	No
If Contractor requires a minimum and/or maximum purchase amount for orders placed using the NYS Purchasing Card, please indicate those minimum and maximum amounts. If there is no minimum or maximum, enter "N/A".	N/A
If Contractor offers an additional discount for purchases made with the NYS Purchasing Card, enter here (%).	N/A

NYS MINIMUM DISCOUNTS

The Contractor is an authorized Dealer of the following Single OEM Vehicle(s) and/or Chassis Make(s)/Model(s) and shall offer them at the NYS Minimum Discount(s) listed below, or a greater discount, for purchases under the Contract.

Make	Model	NYS Minimum Discount (Minimum of 1%)
Ford	All Models	1%

BODIES OFFERED

The Contractor is an authorized Dealer of the Body OEM Product Line(s) and Body Types listed below and May offer them for purchases under the Contract.

Body OEM Product Line(s) Offered	Body Types Offered
N/A	N/A

**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 # 1605

DATE 04/09/2024

NYS BID VENDER ID

1100271222

NYS CONTRACT

2324-RFP-1

QTY	ACTIVITY	RATE	AMOUNT
0	NOTE 2024 Ford Mach-E	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	CCTL5 Includes Hand Held Combination Microphone and Controller, 5-Position Progressive Light/Siren Control	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	C399K7 2021 Ford F-150, 2020-2022 Ford Interceptor Utility, 2022 Ford Escape, 2022 Ford Expedition and 2021-2022 Ford Mustang Mach-E Installation Kit for C399 (Not for use with Core-R™)	62.00	62.00
1	SA315P Speaker, Nylon Composite	403.00	403.00
1	SAK72D NEW Ford Mach-E, 2021-2022, Driver Side Speaker Bracket	51.00	51.00
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
2	TLM12# TLM12D RW FRONT BUMPER INTERSECTION DUO™ Color, Amber/Blue, Amber/White, Blue/White,	154.00	308.00

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
2	Red/Blue, Red/Amber, or Red/ I2# I2J RB REAR DOOR INTERIOR Red/Blue, Amber/White, Blue/White, Red/White or Blue/Amber Only, Black Housing	201.00	402.00
2	IONK1B Optional Swivel Mount Bracket, Black	44.00	88.00
1	RST DUO 8 LAMP DUO	1,859.00	1,859.00
2	TLI2# 1 TLI2D RW AND 1 TLI2E BW REAR LICENSE PLATE DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	195.00	390.00
2	3SRCCDCR TRUNK COMPARTMENT LIGHTS Compartment Light, Combination Red/White, with Independent Control of Red and White Light	101.00	202.00
2	TLI2# TLI2J RB HATCH OPEN WARNING DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	195.00	390.00
1	Shipping TBD	0.00	0.00
0	NOTE ALL EXTERIOR LIGHT HEADS CAN BE TINTED AT CUSTOMERS REQUEST	0.00	0.00
1	NOTE CONTRACT PRICING: 44% OFF LIST	-4,133.80	-4,133.80
			Subtotal: 5,261.20
1	Window Tints TWO FRONT WINDOWS + WINDSHEILD STRIP	225.00	225.00
2	Magnetic Mic Microphone Clip.	39.99	79.98
1	Labor Cars & Suv Hour ELECTRIC VEHICLE: Installation of all items above + Customer supplied radio	2,850.00	2,850.00
1	Materials Wire, Loom, Fuses, Zipties, Heat Shrink, Waterproof Connectors, Connectors, Tape, ETC	400.00	400.00

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 specifications.

SUBTOTAL	8,816.18
TAX	0.00
TOTAL	\$8,816.18

Thank You For Your Business!



KATHY HOCHUL
Governor

LISA GOMEZ
Chair

March 20, 2024

VIA EMAIL

Anthony Hoffmann
Chief of Police
Town of Carmel
60 McAlpin Ave
Mahopac, New York 10541

Re: *Community Resiliency, Economic Sustainability, and Technology Program ("CREST")
Purchase of Electric Vehicles
Project ID: 26773*

Dear Anthony Hoffmann:

As you know, the State has awarded the Town of Carmel ("Grantee") a Community Resiliency, Economic Sustainability, and Technology Program ("CREST") grant for the above-referenced project in the amount of \$100,000.00 (the "Grant").

This letter outlines the documentation you will need to complete and return to DASNY in order to start the Grant Administration process.

- ***Please return the completed documentation electronically, as described below within thirty (30) days. If you are not able to meet this timeframe, please send an email to callcenter@dasny.org with your requested timeline for submission.***
- *If the information is not returned in a timely manner, or documentation is incomplete, your Grant will be delayed as DASNY generally reserves the right to request updated documentation throughout the administrative process to ensure the required reviews are based on accurate information.*
- *If there are any changes to the contact information for the primary contact for your organization, the authorized officer contact information, or change in your organizational address – please email (callcenter@dasny.org).*

Please also read the attached Frequently Asked Questions (FAQs) as it relates to the following requested documents and other questions that you may have regarding the Grant Process.

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000
BUFFALO: 6047 Transit Road, Suite 103 East Amherst, NY 14051 | 716-884-9780
NEW YORK CITY: 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000
ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-450-8400

DORMITORY AUTHORITY STATE OF NEW YORK
WE FINANCE, DESIGN & BUILD
NEW YORK'S FUTURE.
www.dasny.org

Resolution #2

**RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL
FOR TOWN OF CARMEL POLICE VEHICLE EMERGENCY LIGHTING
EQUIPMENT INSTALLATION**

WHEREAS, Chief of Police Anthony Hoffmann has previously solicited proposals for the cost of outfitting two Carmel Police vehicles with emergency lighting and related equipment;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of RFC Emergency Lighting & Services, LLC, Briarcliff Manor, NY for the installation of emergency lighting and related equipment on two (2) new 2023 Ford Mustang Mach-E SUV police vehicles; and

BE IT FURTHER RESOLVED that such services be performed at an estimated total cost not to exceed \$8,816.18 in accordance with the proposals dated April 9, 2024 and under Village of Briarcliff Manor Contract #2324-RFP-1 pursuant to NY General Municipal Law §103(16); and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign any and all documentation necessary to accept the proposal and authorize the actions contained herein; and

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

Resolution

Offered by: _____

Seconded by: _____

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

Resolution #3

**RESOLUTION AUTHORIZING
PURCHASE OF POLICE VEHICLE COMPUTERS
TOWN OF CARMEL POLICE DEPARTMENT**

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Chief of Police Anthony Hoffman, hereby authorizes the purchase of three (3) Town of Carmel Police Vehicle laptop computers and appurtenances from Island Tech Services, Ronkonkoma, NY, at a cost not to exceed \$15,000.00; and

BE IT FURTHER RESOLVED that Chief of Police Anthony Hoffman, is hereby authorized to sign any and all documentation necessary to authorize the actions contained herein including with respect to any grant application submissions; 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>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___



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: Purchase of 3 Laptop Computers
DATE: April 10, 2024

Please be advised, over late 2023 and early 2024, the Police Department took delivery of three Dodge Durango Pursuit SUV vehicles for our patrol fleet. These three vehicles require laptop computers as the standard equipment for CPD patrol vehicles.

As in the past, we seek to acquire these three computers and components as a “sole source” purchase from Island Tech Services of Ronkonkoma, NY. We have been utilizing this configuration of a laptop system from Island Tech for a number of years and it meets our specifications and provides needed durability and technological capability for our needs.

I have attached the quote from Island Tech Services along with a completed ToC Procurement Policy Sole Source form. For the amount of the purchase, \$14,917.80 I would like to request to allocate funding from an incoming grant reimbursement (SAM Grant 19412 for LPR's). The laptop computers from the previous License Plate Reader grant project were purchased in 2022 and 2023, and funding for those computers was provided by their respective annual equipment budgets.

Therefore I respectfully request a Town Board Resolution in an amount not to exceed \$15,000 to Island Tech Services of Ronkonkoma, NY for the purchase of three laptop computers and related components for use with the police department vehicle fleet. The 2024 Police Department equipment budget will be utilized for the purchase in anticipation of receiving grant reimbursement from previous laptop purchases from 2022 and 2023.

Submitted for your review and approval.

Chief Anthony Hoffmann

Resolution #4

**RESOLUTION AUTHORIZING RELEASE OF BOND
JORDANO/GERVASI SUBDIVISION – TM # 63.-1-16**

WHEREAS application has been made by Michelle Gervasi for the total release of a bond posted in accordance with the Land Subdivision and/or Zoning Regulations for Tax Map #63.-1-16 for the Jordano/Gervasi subdivision; and

WHEREAS said application has been reviewed by the Town Engineer and release of the bond has been recommended and approved by the Town Engineer and Town of Carmel Planning Board,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the aforementioned subdivision bond, Tompkins Mahopac Bond No. 022142240 in the amount of \$22,000.00

Resolution

Offered by: _____

Seconded by: _____

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

Resolution #5

**RESOLUTION ACCEPTING PROPOSAL AND
AUTHORIZING PURCHASE AND INSTALLATION OF COMMINUTOR EQUIPMENT
CARMEL SEWER DISTRICT #2 WASTEWATER TREATMENT PLANT**

WHEREAS, Inframark, LLC, operator for the Carmel Sewer District #8 Wastewater Treatment Plant, and Town Engineer Richard J. Franzetti, P.E. have each advised the Town Board of the Town of Carmel that the comminutor located within Carmel Sewer District #8 is in need of replacement; and

WHEREAS Inframark, LLC and the Town Engineer have each further advised the Town Board that the that the acquisition replacement parts for the aforesaid comminutor unit is exempt from the New York General Municipal Law as a “sole source” exception;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #8 hereby accept and adopt the recommendations of Inframark, LLC and the Town Engineer and accordingly authorize the acquisition of said replacement parts from GP Jager, Inc, Boonton NJ at a cost not to exceed \$32,867.83 in accordance with the proposal dated March 13, 2024; and

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

Resolution

Offered by: _____

Seconded by: _____

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

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: April 4, 2024

Re: CSD#8 Comminutor

Inframark, the operators for Carmel Sewer District #8 (CSD 8), has advised the Engineering Department (Department) that the comminutor (sewage grinder) used at CSD #8 is not functioning.

Inframark has advised this Department that the GP Jager is the sole source supplier for this unit. This Department therefore considers this particular manufacturer to be a sole source at a cost of \$32,867.83. The replacement of this unit was included in the 2024 budget.

It should be noted that the prior unit was installed in June 2014 and has delivered almost 10 years of continuous service and that the repair of the unit exceeds 50% of the complete replacement cost.

This is a potential compliance issue as the comminutor is not currently working and a blockage could occur, causing a raw wastewater overflow. The Town of Carmel would be in violation of our State Pollution Discharge Elimination System (SPDES) Permit. This Department requests that the Town Board authorize the purchase of the comminutor and installation as outlined in the attached quote, as an emergency installation.

This Department respectfully requests that this request be placed on the next Town Board work session.

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

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

TOWN OF CARMEL

ENGINEERING

REQUEST FOR TOWN BOARD AUTHORIZING RESOLUTION

District: CSD 8

Date of Request: 4-2-24 Asset ID #: (to be created) **Quote Expires: 4-12-24**

Item requested: Replacement Muffin Monster (we will reuse our current flange rail hook).

Purpose of item: This comminutor macerates the rags and other items that come into the wet well from the hospital and the other homes and businesses in Sewer District 8, before sending them on to CSD2 for processing. Currently out of service, not functional, and should be replaced as soon as possible.

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

Estimated life expectancy of new equipment / repair: 10 years

Labor cost for installation and/or repair: n/a

Vendor #1:	GP Jager, Inc.	Cost: \$32,867.83
Vendor #2:	Sole Source	Cost:
Vendor #3:		Cost:

GP JAGER, INC.

PO BOX 50
BOONTON, NJ 07005
USA

Voice: 973-750-1180
Fax: 973-750-1181

GP Jager Inc.

QUOTATION

Quote Number: 12142-031424

Quote Date: Mar 13, 2024

Page: 1

Lead time: 8-10 WKS ARO

Bill To:
TOWN OF CARMEL 60 MCALPIN AVE MAHOPAC, NY 10541 USA

Ship To:
CARMEL SEWER DISTRICT #2 11 OLD ROUTE 6 CARMEL, NY 10512 USA

Customer ID	Good Thru	Payment Terms	Manufacturer
12142	4/12/24	Net 30 Days	JWC

A 3% FEE WILL APPLY FOR CREDIT CARD TRANSACTIONS.

Qty	Item	Description	Unit Price	Amount	Project #
1.00	30004T-1208	MUFFIN MONSTER RENEW 7T CAM CUTTERS 1:1 STACK HARDENED ALLOY STL BUNA N ELASTOMERS CORK & RUBBER GASKETS MOTOR TYPE: ELECTRIC NEW 5HP TENV XP IMM MOTOR NEW 29:1 REDUCER NEW SPOOL NEW 8" PIPE DIA. UNIBODY HOUSING PAINT EPOXY GREEN ***** GRINDER SN: TBD SN 110689-1-1 CARMEL SD #2 QUOTED BY JANELLE SANZ/RICH FIEDLER FREIGHT INCLUDED	32,867.83	32,867.83	



WE ACCEPT ACH PAYMENTS &
ALL MAJOR CREDIT CARDS.

Subtotal	32,867.83
Freight	
TOTAL	32,867.83

Resolution #6

RESOLUTION AUTHORIZING ATTENDANCE AT SEMINAR

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Highway Superintendent Michael Stern to attend the 2024 Cornell University Local Roads Program Highway School being held on June 2, 2024 through June 5, 2024 in Ithaca, NY; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit

Resolution

Offered by: _____

Seconded by: _____

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

Resolution #7

**RESOLUTION AUTHORIZING MAILING
OF LAKE SECOR PARK DISTRICT NEWSLETTER**

RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of the Lake Secor Park District, hereby authorizes the mailing of the Spring 2024 newsletter as prepared by the Lake Secor Park District Committee to all properties within the district and further directs that the cost thereof be charged as a district expense.

Resolution

Offered by: _____

Seconded by: _____

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

Resolution #8

**RESOLUTION SETTING RATES FOR 2024 SEASONAL EMPLOYEES
LAKE SECOR PARK DISTRICT**

RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of the Lake Secor Park District, hereby sets the following rates for Lifeguards in 2024.

POSITION	MAXIMUM RATE OF PAY
Lifeguard	\$18.50/hr
New Lifeguard	\$16.00/hr
Head Lifeguard	\$21.00/hr

Resolution

Offered by: _____

Seconded by: _____

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

Resolution #9

**RESOLUTION AUTHORIZING MAILING
OF LAKE CASSE PARK DISTRICT NEWSLETTER**

RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of the Lake Casse Park District, hereby authorizes the mailing of the Spring 2024 newsletter as prepared by the Lake Secor Park District Committee to all properties within the district and further directs that the cost thereof be charged as a district expense.

Resolution

Offered by: _____

Seconded by: _____

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

Resolution #10

**RESOLUTION SETTING RATES FOR 2024 SEASONAL EMPLOYEES
LAKE CASSE PARK DISTRICT**

RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of the Lake Casse Park District, hereby sets the following rates for Lifeguards in 2024.

POSITION	MAXIMUM RATE OF PAY
Lifeguard	\$14.00/hr-\$20.00/hr
Gate Guards	\$13.00/hr-\$20.00/hr

Resolution

Offered by: _____

Seconded by: _____

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

Resolution #11

RESOLUTION AUTHORIZING SIGNING OF INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF WESTCHESTER AND THE TOWN OF CARMEL FOR RICI LIVESCAN SYSTEM

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 Town of Carmel and The County of Westchester for provision of RICI Livescan System criminalistic information sharing services for the Town of Carmel Police Department said Intermunicipal Agreement to be in general form and substance as attached hereto and made part hereof; and

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

Resolution

Offered by: _____

Seconded by: _____

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

INTER-MUNICIPAL AGREEMENT

AGREEMENT, made _____, 20__ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601,

(hereinafter referred to as the "County")

and

THE TOWN OF CARMEL, a municipal corporation of the State of New York, acting by and through the Town of Carmel Police Department, having an office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541.

(hereinafter referred to as the "Municipality")

WHEREAS, the County has implemented a system called Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information;

and

WHEREAS, the type of information that is transmitted and stored on the system includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data;

and

WHEREAS, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

WHEREAS, the Municipality is desirous of obtaining access to the RICl System and receiving supplemental computer services from the County; and

WHEREAS, the County agrees to provide such services upon the terms described below.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

FIRST: The County agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic transmission and storage of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the County, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICl System under County control. The portion of the system "under County control" means the hardware or software associated with the central computer. "Maintenance" generally means support, upkeep, repair and periodic duplication or "back-up" of Municipality records in order to safeguard the data. Maintenance will be provided 24 hours per day, 365 days per year. The County will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RICl System workstation to send or receive data from the central computer. If the County determines any system trouble to be within the portion of the system under Municipality

control, or within the jurisdiction of a third party, it will make appropriate notification to the Municipality or to such third party. The portion of the system “under Municipality control” means the hardware or software contained within the Municipality computer network. The “jurisdiction of a third party” means any hardware or software that is not within that portion of the system under County control or under Municipality control.

(c) To provide management control over the RICI System.

“Management control” means the authority to set and enforce (1) priorities; (2) standards for the selection, supervision, and termination of personnel in its employ; and (3) policy governing the operation of computers, circuits and telecommunications terminals or equipment used to process, store, or transmit criminal justice data, and guarantees the priority service needed by the criminal justice community. Management control includes, but is not limited to, the supervision of equipment, system design, programming, and operating procedures necessary for the exchange of criminal justice data.

(d) That authorized Municipality employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICI System relating to a subject’s arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by Municipality employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all County employees having access to RICI System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access criminal justice and police blotter information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICI System data.

(f) That all Municipality records maintained on the RICI System are owned by the Municipality. The Municipality will enter or edit its own records and has sole responsibility for the proper designation of its records as adult, juvenile delinquent, sealed or similar restricted status. The Municipality has sole responsibility for compliance with all court processes pertaining to any Municipality record contained in the system. The County will not enter or edit Municipality records, except at the request of the Municipality or as necessary for the administration or maintenance of the system.

SECOND: The Municipality agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic capture and transmission of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICI System under Municipality control. The portion of the system "under Municipality control" means the hardware or software associated with the Municipality computer network. The Municipality will take reasonable measures to prevent or correct system trouble. "System trouble" is

generally defined as the non-ability of any Municipality RIC System workstation to send or receive data from the central computer. If the Municipality determines the trouble to be within the portion of the system under County control, or within the jurisdiction of a third party, it will make appropriate notification to the County or to such third party. The portion of the system "under County control" means the hardware or software associated with the central computer. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under Municipality control or under County control.

(c) To provide supervision and control over that portion of the RIC System under Municipality control. The term "supervision and control" generally means, but is not limited to, maintenance of security for terminals used to access RIC System data and the exercise of reasonable measures to ensure that only authorized personnel access criminal justice and police blotter information contained in the system.

(d) That authorized County employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RIC system relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by County employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all Municipality employees having access to RICl System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access police blotter and criminal justice information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICl System data.

THIRD: The Municipality agrees

(i) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

(ii) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, unless caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto.

FOURTH: The term of this Agreement will commence November 1st, 2019 and terminate October 31st, 2024, unless terminated earlier as provided herein.

FIFTH: Either party may cancel this Agreement on thirty (30) days written notice to the other party.

SIXTH: This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

SEVENTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight courier and mailed to the following addresses:

To The County:

Terrance Raynor
Acting Commissioner - Sheriff of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To The Municipality:

Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541.

or to such other addresses as may be specified by the parties hereto in writing.

EIGHTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

NINTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality; and this Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties.

TENTH: Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

ELEVENTH: The Agreement shall be construed and enforced in accordance with the laws of the state of New York.

IN WITNESS WHEREOF, the County and the Municipality have executed

this Agreement in triplicate:

COUNTY OF WESTCHESTER

By: _____

Terrance Raynor
Acting Commissioner-Sheriff
Department of Public Safety

By: _____

Name: _____
Town of Carmel

Approved by the Board of Legislators of the County of Westchester on March 12, 2018
by Act No. 2018-22.

Approved by the Board of Acquisition and Contract of the County of Westchester on the
29th day of March, 2018.

Approved as to form and
manner of execution:

Sr. Assistant County Attorney
The County of Westchester
S:\Con\CARP\DPS\RICI IMA 2018

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 20__, 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 is the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

Notary Public County

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____,
(Officer **other than** officer signing contract)

certify that I am the _____ of the
(Title)

(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement; that _____,
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its
_____, thereunto duly authorized and
(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 20__, before me, the undersigned,
personally appeared _____, personally known to me or
proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the above certificate and acknowledged to me that he/she executed the
above certificate in his/her capacity
as _____ of _____,
(Title) (Municipality)
the municipal corporation described in and which executed the within instrument.

Notary Public County

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

Resolution #12

**RESOLUTION AUTHORIZING AMENDMENT OF CONTRACT
GREENWAY PROPERTY SERVICES – TOWN PARK LANDSCAPING**

WHEREAS on February 16, 2022, the Town Board of the Town of Carmel has previously authorized awarding of bid for landscaping/grass cutting services at various Town of Carmel Town Parks, Town of Carmel Town Hall, Highway Department, Historical Building, to Greenway Property Services, Stamford, Connecticut;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Director of Recreation and Parks Nina Kallmeyer, hereby authorizes the amendment of the existing contract with Greenway Property Services, Inc., to provide additional weekly mowing services for Baldwin Meadows Park and Sycamore Park at a weekly additional cost of \$375.00 and \$415.00 respectively; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to execute any and all documentation reasonably necessary to effectuate the purchase authorized hereunder; 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>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

Resolution #13

**RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT
WITH COUNTY OF PUTNAM**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry into an agreement with the County of Putnam and the Putnam County Sheriff's Office for the provision of Special Patrol Officers for the Town of Carmel Town Hall, at an hourly rate of \$30.00, for a term commencing April 1, 2024 and concluding March 31, 2027, said agreement to be in form as is on file in the Office of the Town Supervisor; and

BE IT FURTHER RESOLVED, that Town Supervisor Michael Cazzari is hereby authorized to sign said agreement and any related documentation thereto; and

BE IT FURTHER RESOLVED that Town Comptroller MaryAnn Maxwell is hereby authorized to make any and all necessary budget modifications required in connection with this authorization.

Resolution

Offered by: _____

Seconded by: _____

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



KEVIN J. MCCONVILLE
SHERIFF

**PUTNAM COUNTY
OFFICE OF THE SHERIFF
AND
CORRECTIONAL FACILITY
THREE COUNTY CENTER
CARMEL, NEW YORK 10512
845-225-4300**



THOMAS H. LINDERT
UNDERSHERIFF

April 8, 2024

Town of Carmel
Town Supervisor Cazzari
60 McAlpin
Mahopac, New York 10541

Dear Supervisor Cazzari,

Enclosed please find the SPO Contract for the Town of Carmel for the 2024/2025, 2025/2026, and 2026/2027 School years. Please sign and have notarized and return to me as soon as possible. I will then forward to the Law Department for further processing.

If you have any questions, please feel free to contact me.

Thank you.

Sincerely,

Ann Marie Liebler
Confidential Secretary

Encs.



AGREEMENT

THIS AGREEMENT, made by and between the **TOWN OF CARMEL**, a municipal corporation located at 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "Town"), and the **COUNTY OF PUTNAM**, a municipal corporation organized and existing under the laws of the State of New York, having an office at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "County") and **THE SHERIFF OF PUTNAM COUNTY**, a constitutional officer in and for the County of Putnam, having an office at 3 County Center, Carmel, New York 10512 (hereinafter referred to as the "Sheriff").

WITNESSETH:

WHEREAS, the Town desires to obtain certain specified professional services from the County and the Sheriff as more fully set forth hereunder; and

WHEREAS, the County and the Sheriff are willing to provide such professional services on the terms and conditions set forth herein and for the compensation and consideration stated hereunder.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The County shall permit, and the Sheriff shall furnish two (2) Special Patrol Officer (hereinafter "SPO") to the Town to perform such services as more fully described in Schedule "A," attached hereto and made a part hereof. The SPOs shall perform such services at the Carmel Town Hall, located at 60 McAlpin Avenue, Mahopac, New York 1054.

SECOND: For the services rendered pursuant to paragraph "FIRST," the Town shall pay the County as follows:

1. a onetime payment of Two Thousand One Hundred Thirty Dollars (\$2,130.00) per individual SPO for services related to investigative background checks and purchasing. Should a replacement SPO be requested by the Town, other than for good cause shown, the Town agrees to compensate the County an additional \$2,130.00 for each such request; and
2. an invoiced monthly payment consisting of:
 - a. Thirty Dollars (\$30.00) per hour per SPO for each hour the SPO(s) are carrying out his//her duties as set forth in Schedule "A" annexed hereto; and
 - b. An annual supervisory fee of One Thousand Dollars (\$1,000.00) per SPO; and
 - c. The costs of equipment (uniforms, firearms, radio), FICA costs and other training costs; and
 - d. An annual supervisory administrative fee of Five Thousand Two Hundred Forty Dollars (\$5,240.00) to be paid in eleven (11) monthly payments of \$436.70 and one (1) monthly payment of \$436.30.

Both parties understand that the above referenced rates and/or fees may change during the term of the Agreement, and the new rates and/or fees will be determined and modified as needed by mutual agreement. If the parties cannot reach a mutual agreement as to the new rates and/or fees, the Agreement shall terminate. In such event, the County shall be compensated, and

the Town shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

The Town shall make payment for the services rendered pursuant to this Agreement by the thirtieth (30th) calendar day of the month following the month in which the services are rendered and invoiced. Prior to the making of any payments hereunder, the Town may, at its option and upon reasonable notice to the County and Sheriff, request a summary explaining the manner in which the monthly payment was determined. In the event the Town fails to make a scheduled payment within thirty (30) days of the due date, the County will, prior to terminating the Agreement, provide the Town with notice of the default and an opportunity to cure the default within fifteen (15) days thereafter.

THIRD: This Agreement shall commence on April 1, 2024, and terminate on March 31, 2027, unless otherwise extended by a written instrument signed by the parties hereto.

FOURTH: The SPO shall be selected by the Sheriff's Department, with close coordination and cooperation by the Putnam County Personnel Department.

FIFTH: The SPO shall at all times be an employee of the County and be under the general supervision of the Sheriff and shall follow all policies and procedures of the Sheriff's Department.

SIXTH: The SPO shall be assigned pursuant to a schedule that is determined at the discretion of the Town.

SEVENTH: Either party, upon sixty (60) days notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the County shall be compensated, and the Town shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

Notwithstanding the notice requirements set forth above, if the Town terminates this Agreement, in whole or in part, without cause prior to the termination date set forth in paragraph "THIRD", the Town shall reimburse the County for all costs and liabilities associated with N.Y. Unemployment benefits for the contracted SPO(s) incurred by the County, if any, while in the process of reassigning the contracted SPO(s), if reasonably possible. In addition, should the Town select not to renew the Agreement at the conclusion of the Agreement term, and the Sheriff is unable to reassign the SPO(s) without incurring a layoff, the Town shall reimburse the County for all costs and liabilities associated with N.Y. Unemployment benefits incurred by the County, if any, for the contracted SPO(s) caused by the layoff of such SPO.

EIGHTH: Except as otherwise contemplated herein, neither party shall assign or sub-contract any of its obligations and/or responsibilities under this Agreement and any purported delegation of duties, assignment of rights or sub-contracting of responsibilities under this Agreement is void and shall be deemed a direct breach of this Agreement.

NINTH: In addition to, and not in limitation of, the insurance requirements contained in Schedule "B" entitled "Putnam County Insurance Requirements" attached hereto and made a part of this Agreement, the Town agrees to protect, defend, indemnify and hold the County and the Sheriff and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or from those duties and services of the SPOs provided under this Agreement and/or performance hereof over which the Town retains direct control. The Town further agrees

to indemnify the County and the Sheriff for any damage to County property which arises out of the performance of the services provided under this Agreement.

The parties acknowledge that for purposes of New York Workers' Compensation Law and/or Section 207-c of the General Municipal Law (if applicable), the SPOs are employees of the County. The County shall maintain the appropriate Worker's Compensation Insurance for the SPOs and provide the Town documentation of such coverage. The Town agrees to reimburse the County and/or Sheriff for any and all associated costs of Workers' Compensation and/or Section 207-c benefits (if applicable) incurred by the County and/or Sheriff for any injuries sustained by SPOs while on Town property and/or in the performance of his/her duties for the Town under this Agreement.

The County shall indemnify, defend and hold harmless the Town, its officers, employees and agents from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney fees and litigation costs arising out of or related to the services, acts or omissions of the SPOs over which the County retains direct control.

The County will be responsible to provide the Town proof of Professional Liability and Automobile insurance for SPOs' services provided under this Agreement. The Town will be named as an additional insured on the aforementioned policies.

TENTH: In connection with the performance of this Agreement, the County and Sheriff will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, as well as the Fair Labor Standards Act, to the extent required by law.

The parties hereto expressly agree that they shall be solely responsible for supervising their respective employees; that they shall respectively comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

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

To the County:

Hon. Kevin J. McConville, Sheriff
Putnam County Sheriff's Department
3 County Center
Carmel, New York 10512

With a copy to:

C. Compton Spain
County Attorney
48 Gleneida Avenue
Carmel, New York 10512

TWELFTH: This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations,

commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

THIRTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the Town, the required County signatories and the County Executive.

FOURTEENTH: This Agreement will be construed in accordance with the laws of the State of New York. All legal actions and/or proceedings arising out of this Agreement will be venued in Putnam County, New York.

FIFTEENTH: COUNTY may terminate or suspend its performance under the Agreement immediately upon the occurrence of a “force majeure”. For purposes of the Agreement, “Force Majeure” shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, pandemic, epidemic, governmental emergency orders and any unforeseen circumstances and acts beyond the control of the COUNTY which render the performance of its obligations impossible.

SIXTEENTH: The Town is required to provide the following documents to the County before this Agreement will be finalized and/or executed by the County:

- Appropriate Certificate of Insurance, in accordance with paragraph “NINTH” of this Agreement and the requirements contained in Schedule “B”.

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

_____ Date
TOWN OF CARMEL
60 McAlpin Avenue
Mahopac, New York 10541

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF THE TOWN:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On this _____ day of _____, 2024 before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as _____ of _____ and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

SPECIAL PATROL OFFICER

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for maintaining order and providing security in and around public buildings, school district buildings, courtrooms and/or other public facilities. Incumbents have all the powers of a peace officer, as set forth in §2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons in and around such premises. Work is performed under general supervision of the County Sheriff, or of the appointing authority. Performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Provides security by standing in and patrolling public buildings and facilities, including interior spaces as well as immediate outside areas;
Maintains order and decorum in public spaces such as courtrooms, waiting rooms, etc.;
Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities and properties;
Screens visitors and checks identification and other necessary documents, as needed;
Provides general information to visitors and the general public on premises;
Subdues and/or physically restrains unruly individuals, as needed;
Safeguards public property;
Provides first aid and/or other assistance in emergency situations;
Maintains and updates records as required;
Prepares activity and incident reports;
Distributes and posts appropriate documents and materials;
May be assigned to secure and guard prisoners and/or detainees in a courtroom or related situation;
May provide escort to and from public buildings and facilities, or to and from courtrooms, as needed;
Performs a variety of related activities as required.

Typical Work Activities are intended only as illustrations of possible types of work that might be appropriately assigned to an incumbent of this title. Work activities that do not appear above are not excluded as appropriate work assignments, as long as they can be reasonably understood to be within the logical limits of the job.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Good knowledge of the powers of a peace officer; good knowledge of procedures and practices for protecting and safeguarding buildings and property; ability to maintain order; ability to perform first aid; ability to exercise good judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, threat or other emergency situations; ability to observe detail, remember facts

SPECIAL PATROL OFFICER (cont'd)

and information, and evaluate situations; ability to understand and follow complex oral and written directions; ability to enforce rules, regulations and procedures; ability to prepare written reports; ability to communicate effectively to individuals as well as groups; ability to use self-defense, restraint techniques and security equipment; willingness to provide leadership, act responsibly and decisively; courtesy and tact.

MINIMUM QUALIFICATIONS:

Must be a retired member of a police or sheriff's department, or of a division of state police, or retired former correction, parole or probation officer.

SPECIAL REQUIREMENTS REGARDING POSSESSION OF FIREARMS:

Special Patrol Officers may not carry or possess firearms while on duty unless authorized to do so by the appointing authority. If so authorized, possession of a license issued pursuant to §400.00 of Penal Law (Criminal Procedure Law §2.10.37) is required. Where possession of license is required, eligibility for and possession of the license is required at the time of, and throughout, appointment.

- A. A PARENT, GUARDIAN OR OTHER person entrusted with the care and supervision of a person under the age of twenty-one (21) or an incompetent person, and a teacher or other person entrusted with the care and supervision of a person under the age of twenty-one (21) for a special purpose, may use physical force, but not deadly physical force, upon such person under the age of twenty-one (21) or incompetent person:
1. When and to the extent that he reasonably believes it necessary to:
 - a. Maintain discipline, or
 - b. to promote the welfare of such minor or incompetent person.
- B. A WARDEN OR OTHER AUTHORIZED OFFICIAL of a jail, prison or correctional institution may, in order to maintain order and discipline, use such physical force as is authorized by the Correctional Law.
- C. A PERSON RESPONSIBLE FOR MAINTENANCE OF ORDER IN A COMMON CARRIER of passengers, or a person acting under his direction, may use physical force when and to the extent that he reasonably believes it necessary to maintain order.
1. He may use deadly physical force only when he reasonably believes it necessary to prevent death or serious physical injury.
- D. SUICIDES - A person acting under a reasonable belief that another person is about to commit suicide or to inflict serious physical injury upon himself may use physical force upon such person to the extent that he reasonably believes it necessary to thwart such result.
- E. A DULY LICENSED PHYSICIAN, or a person acting under his direction, may use physical force for the purpose of administering a recognized form of treatment which he reasonably believes to be adapted to promoting the physical or mental health of the patient if:
1. The treatment is administered with the consent of the patient or, if the patient is under the age of twenty-one (21) or an incompetent person, with the consent of his parent, guardian or other person entrusted with his care and supervision, or
 2. The treatment is administered in an emergency when the physician reasonably believes that no one

SCHEDULE B

PUTNAM COUNTY INSURANCE REQUIREMENTS

THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:

UNDER THE CERTIFICATE HOLDER SECTION:

**COUNTY OF PUTNAM
48 GLENEIDA AVENUE
CARMEL, NEW YORK 10512
ATTN.: LAW DEPT./RISK MANAGER**

**ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS)
ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:**

***"PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for
Professional Liability and Workers' Comp."***

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County property that the contractor or permittee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the County and/or Highway Department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

**The Contractor shall provide and maintain at its own expense the following
minimum insurance coverage:**

- A. **Workers' Compensation Insurance** - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a C105.2 form, SI 12 form, form or U-26.3 - all of these forms are available through your carrier.
- B. **Commercial General Liability** - covering all operations and all locations involved in the contract, including the following coverages:
 - \$2,000,000 General Aggregate
 - 5,000 Medical Expense Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$50,000 Fire Damage Legal Liability Limit

- C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:
(1) Owned Automobiles (2) Hired Automobiles (3) Non-Owned Automobiles
Unless specifically required, each policy shall provide limits of not less than \$1,000,000 Combined Single Limits for Bodily Injury and Property Damage.
- D. If applicable, Professional Liability (errors and omissions) in the amount of at least \$1,000,000 per claim.
- E. **Excess Liability or Umbrella Policy**
Limits depending on the following contract size
\$100,000 - \$250,000 - 1 million
\$250,001 - \$500,000 - 5 million
\$500,000+ 10 million
- F. **Bid, Performance/Payment, Labor & Material Bonds**
Required for any contract in excess of \$250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional Insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2024

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

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

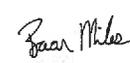
PRODUCER Brown & Brown of New York, Inc. 625 Route 6 Mahopac NY 10541		CONTACT NAME: Diane Greenberg PHONE (A/C, No, Ext): (845) 628-4500 FAX (A/C, No): (845) 628-1804 E-MAIL ADDRESS: Diane.Greenberg@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: New York Municipal Insurance Reciprocal	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Carmel **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	MPK-TCAR-0000001-24	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	MCA-TCAR-0000001-24	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	MEC-TCAR-0000001-24	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract for 2 Special Patrol Officers for the Town Hall for the period April 2024 – 3/31/25. Certificate holder is included as additional insured with respects to the General Liability and Automobile as required by written contract or written agreement. Excess follows form. Coverage is provided on a primary and non-contributory basis with respects to the General Liability, Automobile and Excess as required by written contract or written agreement. Waiver of Subrogation applies with respects to the General Liability, Automobile and Excess as required by written contract or written agreement. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER County of Putnam Attn: Law Dept./Risk Manager 48 Gleneida Avenue Carmel NY 10512	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <small>Brian Miller</small>

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Resolution #14

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

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Chief of Police Anthony R. Hoffmann, hereby authorizes the purchase of various types of operator equipment for the Carmel Police Department Emergency Response Team members in the amount of \$31,363.13, said equipment, vendors and costs as detailed in the schedule attached hereto; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Chief of Police Anthony R. Hoffmann, hereby authorizes the purchase of 10 (ten) M4 style rifles for the Carmel Police Department Emergency Response Team from Modern Material, Keyport, NJ , at a cost not to exceed \$18,252.50;

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Chief of Police Anthony R. Hoffmann, hereby authorizes the purchase of portable radios and related equipment/accessories from Motorola Equipment under NYS Office of General Services Contract #21562/PT68722 at a cost not to exceed \$49,815.73 and in accordance with the quotation/proposal dated March 1, 2024; and

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

Resolution

Offered by: _____

Seconded by: _____

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

REVISED 04/03/2024



CPD ERT Individual Operator Equipment Breakdown

ITEM:	COST:	WHERE TO BUY:
NEW OPERATOR EQUIPMENT:		
HELMET: Paraclete Operator Elite	774	[REDACTED]
Comms/ Ear Protection: Peltor Comtac VI w/ APX radio connector	1,353	[REDACTED]
UNIFORMS: 5.11 TDU pant & Rapid Assault shirt	350	Galls.com
TACTICAL VEST: Paraclete SOHPC	1,285.60	[REDACTED]
FLASH BANG POUCH: Magpul M-Lok Angled Fore Grip	26	Galls.com
RADIO POUCH:	18	Amazon.com
MAGAZINES: Magpul Pmags (3 each)	35	Brownells.com OR Precision Armory
BELT: Condor LCS Belt	115	Amazon.com
Pistol Mag Pouches: Esstac angled or straight (2 each)	40	Esstac.com
Holster: Blackhawk L3D	120	Jurek Brothers
PER NEW OPERATOR:	4,116.60	TOTAL PER 5 NEW OPERATORS: 20,583
EXISTING OPERATOR EQUIPMENT NEEDS:		
HELMET: Paraclete Operator Elite	774	[REDACTED]
Comms/ Ear Protection: Peltor Comtac IV w/ APX radio connector	1,353	[REDACTED]
FLASH BANG POUCH: Magpul M-Lok Angled Fore Grip	26	Galls.com
RADIO POUCH:	18	Amazon.com
MAGAZINES: Magpul Pmags (3 each)	35	Brownells.com OR Precision Armory
PER CURRENT OPERATOR:	2,206	TOTAL FOR 5 EXISTING OPERATORS: 11,030

Total Equipment Needed: \$31,363.13
Available '24 Budget for ERT: \$18,021.74 - \$13,591.26 remains

ERT EQUIPMENT COSTS:

For 10 CPD ERT Members – 5 current, 5 new

Equipment: \$31,363.13

Radios: \$49,815.73

Rifles: \$18,252.50

*NOTE – Firerams are not reimburseable on grants

TOTAL: \$99,431.36

Available ERT Equipment Budget: \$ 18,021.74

Remaining: \$81,409.62



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: Obsolete Department Vehicles

DATE: April 17, 2024

Please be advised, the police department vehicle fleet has the following four vehicles that are obsolete for department use are available for auction:

2016 Dodge Charger Color: White	VIN: [REDACTED] 233604	Fleet # 42
2016 Dodge Charger Color: White	VIN: [REDACTED] 357584	Fleet # 323
2018 Dodge Charger Color: White	VIN: [REDACTED] 249183	Fleet # 40
2018 Dodge Charger Color: White	VIN: [REDACTED] 249182	Fleet # 45

Additionally, the department has obsolete and inoperable ATV and trailers in inventory that are no longer in use. These items are not practical to put up for auction or repair. I recommend these items be declared obsolete and be disposed of:

2003 Kawasaki ATV	VIN: [REDACTED] 521372	Fleet # N/A
1998 Track Radar Trailer	VIN: [REDACTED] 035513	Fleet # C-72559
2002 Triton Trailer	VIN: [REDACTED] 02255	Fleet # K-34332
Unk. Wenco Radar Trailer	No Vin Listed	Fleet # N/A

These vehicles/trailers have or will have had all necessary police equipment removed by Fleet Mechanic Stofko prior to leaving CPD's fleet.

Respectfully submitted for your information.

Chief Anthony Hoffmann



**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 Ammunition Order
DATE: April 17, 2024

Please be advised, the Police Department seeks to replenish its ammunition supplies for training purposes. As in past years, we will be utilizing Thomas J. Morris III/Eagle Point Gun of Thorofare, NJ, the NYS OGS contract (PC 69856) vendor for law enforcement ammunition.

See the attached quote secured by Sgt. Kevin Anderson for an order of 40,000 rounds of 9mm handgun training ammunition and 20,000 of .223 caliber rifle training ammunition. The total for this order will be \$13,456.00. Funding for this purchase will be through the 2024 CPD Budget equipment line.

Therefore I respectfully request a Town Board resolution in the amount of \$13,456 for the purchase of 9mm and .223 caliber training ammunition under NYS OGS Contract PC 69856 to Thomas J. Morris III/Eagle Point Gun of Thorofare, NJ.

Submitted for your information and approval.

Chief Anthony Hoffmann

Thomas J. Morris III
Eagle Point Gun/T.J.Morris & Sons
1707 Third Street
Thorofare, New Jersey 08086
PH 856-848-6945
FX 856-384-2938
EM majortjmorrisiii@comcast.net
FEIN 80-0502006

18MAR24

Good afternoon Kevin,

Pursuant to your below Request, the following official written letterhead quotation is provided.

The ammunition prices are Federal Excise Tax exempt for State/County/Municipal purchase.

The ammunition items quoted on are factory new by Federal Cartridge.

There is no minimum or maximum order BUT ammunition must be ordered in full case lots and I have quoted by the case. While I used the quantities indicated in your Request to give you totals, should you decide on different quantities, just use the Unit prices provided to determine your new totals.

The prices quoted include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New York. Delivery times for factory drop ships of Federal Cartridge ammunition have been running 1-12 months ARO for most items and vary per item BUT things are getting better for many items. I would think you would have these items in 60 days or less ARO.

These Federal Cartridge prices are pursuant to New York State Contract #PC69856, Award Letter/IFB #23155, Group #35200, went into effect on 01NOV19 and are good through 31OCT24. We have the current New York State Contract for Federal Cartridge ammunition, Remington Arms ammunition and firearms (currently on hold for most items due to their bankruptcy), Heckler & Koch firearms, Walther firearms, and other items.

9mm 124gr. TMJ Reduced Lead Federal American Eagle #AE9N1 @ \$168.20 per case of 1,000 rds. X 40,000 rds. (40 cases) = \$6,728.00.

.223 cal. 62gr. FMJ BT Federal American Eagle #AE223N @ \$168.20 per case of 500 rds. X 20,000 rds. (40 cases) = \$6,728.00.

If the above two items were purchased in the indicated quantities **your total would be \$13,456.00.**

The above are what you asked about. Let us know what you want to do and feel free to contact us if we can ever be of service in the future. We appreciate your business!!

As always,
Tom



Contractor Information Summary

Updated: November 17, 2023

Group 35200 – FIREARMS, AMMUNITION AND LESS LETHAL PRODUCTS (STATEWIDE)

Award Number: [23155](#)

Contract Period

November 1, 2019 – October 31, 2024

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68736	Point Blank Enterprises, Inc. d/b/a Gould and Goodrich 2102 SW 2nd Street Pompano Beach, FL 33351	Federal ID #453646868 Vendor ID #1100030315 CONTRACTOR INFORMATION PRICING INFORMATION AUTHORIZED DEALER INFORMATION
PC68737	Safariland, LLC. 13386 International Parkway Jacksonville, FL 32218	Federal ID #592044869 Vendor ID #1000009562 CONTRACTOR INFORMATION PRICING INFORMATION AUTHORIZED DEALER INFORMATION
PC68738	Security Equipment Corporation d/b/a Sabre OC Sprays 747 Sun Park Dr. Fenton, MO 63026	Federal ID #431080928 Vendor ID #1000009342 CONTRACTOR INFORMATION PRICING INFORMATION AUTHORIZED DEALER INFORMATION
PC68739	The Don Hume Company, LLC 500 26 th Ave NW Miami, OK 74354	Federal ID #824371480 Vendor ID #1100225948 CONTRACTOR INFORMATION PRICING INFORMATION AUTHORIZED DEALER INFORMATION
PC69856	Thomas J. Morris III d/b/a Eagle Point Gun/T. J. Morris & Sons 1707 Third Street Thorofare, NJ 08086	Federal ID #: 800502006 Vendor ID # 1100276689 CONTRACTOR INFORMATION PRICING INFORMATION AUTHORIZED DEALER INFORMATION
PC68740	Ultimate Training Munitions, Inc. 55 Readington Road North Branch, NJ 08876	Federal ID #383719338 Vendor ID #1100150934 CONTRACTOR INFORMATION PRICING INFORMATION AUTHORIZED DEALER INFORMATION

Work Session Item #3

*Richard J. Franzetti, P.E.
Town Engineer*



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: 4-10-24

Re: C274-2021 Town Hall Cleaning Services - Request to extend contract

As the Board may be aware, Bids were solicited for the referenced services in May of 2021.

The contract was awarded to CTE Incorporated d/b/a Reliable Cleaning. As provided in the attached resolution, the contract term was for the years 2022 through 2024 with the unilateral option on the part of the Town of Carmel to extend the term for two (2) additional one (1) year periods (2025 and 2026) respectively. For your reference a copy of the May 12, 2021 memorandum requesting to award the contract is attached.

Reliable Cleaning has adequately serviced the Town of Carmel. We therefore recommend that the Town Board exercise its option to renew the contract for a period of two (2) years.

I respectfully request that this matter be placed on the next available work session for discussion.

**RESOLUTION AUTHORIZING THE AWARDING OF BID
TOWN HALL FACILITY CLEANING SERVICES
CONTRACT NO. C274**

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for cleaning services for the Carmel Town Hall facility; and

WHEREAS such bids were received and opened on May 3, 2021 and a copy of the bid memorandum is on file with Ann Spofford, Town of Carmel Town Clerk;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, hereby awards the bid for Town Hall facility cleaning services to CTE Incorporated d/b/a Reliable Cleaning Systems, Carle Place, NY, the lowest responsible bidder who met specifications at a contract price of \$41,760.00 for 2022; \$43,430.00 for 2023, \$45,160.00 for 2024 and with two (2) one-year contract extensions in favor of the Town of Carmel for years 2025 and 2026 at costs of \$46,525.00 and \$47,920.00; and

BE IT FURTHER RESOLVED that upon presentation of insurance certificates, bid bonds and/or performance bonds in form acceptable to Town Counsel, Town of Carmel Supervisor Kenneth Schmitt is hereby authorized to sign any documentation necessary to effectuate this authorization on the terms set forth herein; and

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

Resolution

Offered by: Councilwoman McDonough

Seconded by: Councilman Lombardi

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<u>X</u>	<u> </u>

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I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the **16th** day of **June, 2021**; and of the whole thereof.

June 17, 2021
Dated



Ann Spofford, Town Clerk

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: May 12, 2021

Re: C274- Town Hall Cleaning Services

Bids were received and opened by the Town Clerk for the referenced contract on Monday, May 3, 2021. A copy of the bid opening results is attached. The scope of work involves cleaning services for the Town Hall including the Police Department. Bids were sent to fourteen contractors and four (4) bids were received as identified on the attached spread sheet.

Of the four (4) bidders, both NSI and Hudson Valley failed to provide a bid bond which renders their bids materially defective. As such, these two bids should be rejected as identified in the attached email from Town Counsel.

Based upon our review, we recommend that the contract be awarded to CTE Incorporated, DBA Reliable Cleaning System, the company that we have been in contract with for this work since December of 2017 and have found their performance to be satisfactory. The award would be for 2022, 2023 and 2024 with unilateral option on the part of the Town of Carmel for two (2), one (1) year extensions at the quoted prices for 2025 and 2026. The totals in the attached are based upon five years of performance.

As this work is to begin in 2022, this Department will work with the Comptroller's office on appropriate budgeting going forward.

I respectfully request that this matter be placed on the next available work session for discussion.

TOWN HALL CLEANING SERVICES C-274

Bid Opening: May 3, 2021 @ 11:00 AM

	Bidder #1	Bidder #2	Bidder#3	Bidder #4	Bidder #5
A. Amount Bid Lump Sum For Each Year	2022	41,760.00	38,900.00	56,400.00	33,600.00
	2023	43,430.00	38,900.00	56,400.00	34,800.00
	2024	45,160.00	38,900.00	56,400.00	35,900.00
	2025	46,525.00	40,000.00	56,900.00	36,600.00
	2026	47,920.00	40,000.00	56,900.00	37,400.00
B. Unit Price Stripping and Refinishing Vinyl Floors	2022	0.22	500.00	44,640.00	1000.00
	2023	0.22	500.00	44,640.00	1,100.00
	2024	0.22	500.00	44,460.00	1,400.00
	2025	0.22	500.00	44,460.00	1,600.00
	2026	0.24	500.00	44,460.00	1,800.00
C. Unit Price Shampooing Carpeted Area	2022	0.20	500.00	10,500.00	600.00
	2023	0.20	500.00	10,500.00	700.00
	2024	0.20	500.00	10,500.00	900.00
	2025	0.23	500.00	10,500.00	1,000.00
	2026	0.24	500.00	10,500.00	1,100.00

TOWN HALL CLEANING SERVICES C-274

Bid Opening: May 3, 2021 @ 11:00 AM

	<u>Bidder Name</u>	<u>Address</u>	NCBC Attached	Bidder's Qualification Statement	Bond Attached	Receipt of Addendum Acknowledged
#1	CTE Incorporated DBA Reliable Cleaning System	450 Westbury Avenue Carle Place, NY 11514	✓	✓	✓	N/A
#2	NSI Clean Worldwide Inc	70 Maple Drive Middletown, NY 10941	✓	✓	NO	N/A
#3	K + J Cleaning Service	80 Blueberry Drive Brewster, NY 10509	✓	✓	No	N/A
#4	Cleaning Services of Hudson Valley Inc	55 Ramapo Rd Ste 88 Garnerville, NY 10923	✓	✓	✓	N/A
#5						

From: [Gregory Folchetti](#)
To: [Vara, Rob](#)
Cc: [Franzetti, Richard](#); [Esteves, Donna](#)
Subject: Re: 05-03-21 ~ C274 Town Hall Cleaning Bid results
Date: Friday, May 7, 2021 10:21:52 AM

Ok. I read it incorrectly I thought there were at least 2 non compliant bits of the 3. So yes I agreed reject any submission lacking bid bond.

Gregory L. Folchetti
Costello & Folchetti, LLP
1875 Route Six/P.O. Box 1200
Carmel, NY 10512
845-225-1900
845-228-4228 Facsimile
Sent from my iPhone

On May 7, 2021, at 9:06 AM, Vara, Rob wrote:

Larkin,
We have two complaint bids for consideration, there is no need to re bid.
Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541
Ph. 845-628-1500 ex. 183 Fax:845-628-7085

From: Gregory Folchetti [mailto:GFolchetti@costellofolchetti.com]
Sent: Thursday, May 6, 2021 9:20 PM
To: Vara, Rob
Cc: Franzetti, Richard; Esteves, Donna
Subject: RE: 05-03-21 ~ C274 Town Hall Cleaning Bid results

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.

I agree that the failure to submit a bid bond makes any bid defective. Did none of the 3 bidders submit? If so then need to be rejected and re-bid,

Gregory L. Folchetti
Costello & Folchetti, LLP
1875 Route Six
Carmel, NY 10512
845-225-1900
845-228-4228 Fax

WARNING: FRAUD ALERT. There has been an increase in cyber-fraud which targets law firms in attempt to initiate fraudulent wire or other transfer requests. If you receive an email appearing to be

from this office which requests that you wire or otherwise transfer funds to any party, you must first confirm the request and any related instructions via telephone (845-225-1900) prior to initiating any wire or other transfer.

PRIVILEGED/CONFIDENTIAL COMMUNICATION: This e-mail, the information contained herein, and any attachments hereto, may be confidential and legally privileged and is intended only for the use of the individuals or entities shown as the intended recipient above. If you are not the intended recipient, you are hereby notified that any forwarding, dissemination, use, distribution or copying of this e-mail, its contents, and/or its attachments, or the taking of any action in reliance on the contents thereof is strictly prohibited. If you have received this e-mail in error, please notify our office immediately.

From: Vara, Rob

Sent: Thursday, May 6, 2021 1:29 PM

To: Gregory Folchetti

Cc: Franzetti,Richard ; Esteves,Donna

Subject: FW: 05-03-21 ~ C274 Town Hall Cleaning Bid results

Larkin,

We received bids on the cleaning K as indicated in DE's spread sheet. My position is that the failure to submit a bid bond requires that these bids be rejected. Please let me know if you concur.

Robert Vara

Engineering Projects Coordinator

Town of Carmel

Carmel Town Hall

60 McAlpin Avenue

Mahopac, New York 10541

Ph. 845-628-1500 ex. 183 Fax:845-628-7085

From: Esteves,Donna

Sent: Monday, May 3, 2021 1:27 PM

To: Franzetti,Richard; Vara, Rob

Cc: Scavelli,Lori

Subject: 05-03-21 ~ C274 Town Hall Cleaning Bid results

See attached bid results. Please note the (2) bidders that did not include a bid bond which results in Reliable being the lowest bidder.

Thanks,

Donna Esteves

Town of Carmel ~ Engineering Department

60 Mc Alpin Ave

Mahopac, NY 10541

845-628-1500 ext. 184

C274 ~ Town Hall Cleaning Services						
Bid results						
	Year	Reliable		NSI	K & J	Hudson Valley
A. Amount Bid Lump Sum For Each Year	2022	41,760		38,900	56,400	33,600
	2023	43,430		38,900	56,400	34,800
	2024	45,160		38,900	56,400	35,900
	2025	46,525		40,000	56,900	36,600
	2026	47,920		40,000	56,900	37,400
			<u>224,795</u>		<u>196,700</u>	<u>283,000</u>
B. Unit Price Strinning and Refinishing Vinyl Floors	2022	0.22	2,486.00	500	44,640	1,000
	2023	0.22	2,486.00	500	44,640	1,100
	2024	0.22	2,486.00	500	44,460	1,400
	2025	0.22	2,486.00	500	44,460	1,600
	2026	0.24	2,712.00	500	44,460	1,800
			<u>12,656</u>	<u>2,500</u>	<u>222,660</u>	<u>6,900</u>
C. Unit Price Shampooing Carpeted Area	2022	0.20	700.00	500	10,500	600
	2023	0.20	700.00	500	10,500	700
	2024	0.20	700.00	500	10,500	900
	2025	0.23	805.00	500	10,500	1,000
	2026	0.24	840.00	500	10,500	1,000
			<u>3,745</u>	<u>2,500</u>	<u>52,500</u>	<u>4,200</u>
	*** Please note that this contractor submitted floor stripping/finishing and carpet cleaning at a sq. ft unit price. The summary to the right shows the lump sum value of this work when the sq footage is extended by the unit price			*** no bond submitted		*** no bond submitted

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: April 9, 2024

Re: CWD#3 Remote Monitoring system – PFOA Pilot Study

Inframark, the operators for Carmel Water District #3 (CWD 3), has advised the Engineering Department (Department) of the need for a remote monitoring system to be installed as part of the PFOA pilot study.

Inframark has advised that this equipment is needed in order to monitor tank levels and flow rates in case storage or well yields decline during the course of the study.

This equipment will need to be installed as soon as possible as the pilot units are in the process of being installed. As such and per the attached emails the Engineering Department has authorized this purchase and installation of the remote monitoring system at the Spring St well house in CWD 3.

The attached quotes were provided by Owen's Electric in the amount of \$15,065 to perform this work. Per the attached, there are sufficient funds in the operating budget for this request.

This Department respectfully requests that this be placed on the next Town Board work session.

D.OWENS ELECTRIC, INC.

Estimate

925 Route 6
 Mahopac, NY 10541
 Phone: 845-626-1208
 Fax: 845-628-1209
 DOWensElec@aol.com

Date	Estimate #
3/28/2024	2457

Name / Address
Town of Carmel McAlpin Avenue Mahopac, NY 10541

Project	Project
	CWD #3 New Control Panel

Description	Cost	Qty	Total
Engineer and construct new Control Cabinet to consolidate and integrate new plant features - 10" Touchscreen HMI - Consolidate controls of wells, clearwell, and Water tower level a - Integrate new features such as Booster flow rates, remote site monitoring and chemical dosing failure alarms Control Cabinet and remote access Internet Router Price:	8,945.00		8,945.00

	Subtotal	\$8,945.00
	Sales Tax (8.375%)	\$0.00
	Total	\$8,945.00

D.OWENS ELECTRIC, INC.

Estimate

925 Route 6
 Mahopac, NY 10541
 Phone: 845-626-1208
 Fax: 845-628-1209
 DOWensElec@aol.com

Date	Estimate #
3/28/2024	2458

Name / Address
Town of Carmel McAlpin Avenue Mahopac, NY 10541

Project	Project
	CWD #3 Cabinet Installation

Description	Cost	Qty	Total
Installation and startup of New Water Plant Control Cabinet - Maintain plant operation during installation - Removal of old equipment - Start-up and test all new equipment and sensors - Remote access features subject to accessible Internet service Material & Labor:	6,120.00		6,120.00

	Subtotal	\$6,120.00
	Sales Tax (8.375%)	\$0.00
	Total	\$6,120.00

From: Franzetti,Richard
To: [Cazzari,Michael](#); [Greg Folchetti](#); [Joanna Terilli](#); [Kevin Kernan](#); [Lombardi,Frank](#); [McDonough, Suzanne](#); [Robert Kearns Personal](#); [Robert Kearns Town](#); [Suzi McDonough Personal](#)
Cc: [Esteves,Donna](#); [Maxwell,Mary Ann](#); "John Folchetti"
Subject: 4-9-24 - CWD 3 Remote Monitoring system panel for PFOS pilot tests
Date: Tuesday, April 9, 2024 2:48:00 PM
Attachments: [Estimate #2458 - Spring CC Installation.pdf](#)
[Estimate #2457 - Spring CC.pdf](#)
Importance: High

Supervisor Cazzari and Town Board members,

Per the emails below and in the interest of moving the PFOA pilot studies forward, the Engineering Department will be authorizing the purchase and installation of the remote monitoring system at the Spring St well house in Carmel Water District 3. We have been advised by our operators that it would be beneficial as part of the PFOA study to monitor tank levels and flow rates in case storage or well yields decline.

While this is not deemed an emergency, we need to have this installed as soon as possible. The attached quotes were provided by Owen's Electric in the amount of \$15,065 to perform this work. Per the email below, there are sufficient funds in the operating budget for this request.

This Department will provide a formal memorandum to be presented at the April 17, 2024 work session.

As an FYI the pilot units at CWD 3 and CWD 8 are slated to be delivered tomorrow (4/9/24)

Thanks and call with any questions.

Richard J. Franzetti. P.E, BCEE
Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541
Phone - (845) 628-1500 ext 181
Fax – (845) 628-7085
Cell – (914) 843-4704
rjf@ci.carmel.ny.us

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From: Esteves,Donna <de@ci.carmel.ny.us>
Sent: Thursday, April 4, 2024 12:15 PM
To: Franzetti,Richard <rjf@ci.carmel.ny.us>; John Folchetti <John.Folchetti@jrfa.com>

Cc: Maxwell, Mary Ann <mam@ci.carmel.ny.us>

Subject: FW: 4-4-24 RE: PFOS pilot tests

Rich and John,

There are sufficient funds in the operating budget to encumber this expense. This was included in the 2024 budget.

As a side note, we do not have a capital line/budget for PFOA capital costs. Capital funding should be considered for authorization, especially with the anticipated future costs for this project. This expense, along with Clear Creek's evaluation expense and sampling, will be funded through the operating budget/unreserved fund balances, both of which are being stretched to capacity.

Thanks,

Donna Esteves

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

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

Sent: Thursday, April 4, 2024 9:56 AM

To: Geertsema, Jack <Jack.Geertsema@inframark.com>; John Folchetti <John.Folchetti@jrfa.com>

Cc: Boyd, Diane <diane.boyd@inframark.com>; Batz, Michael <michael.batz@inframark.com>; Harris, Carrie <Carrie.Harris@inframark.com>; Esteves, Donna <de@ci.carmel.ny.us>

Subject: 4-4-24 RE: PFOS pilot tests

John

What are your thoughts on this? Per Jack this needs to be installed. The costs should be included as part of the overall capital project for the PFOA study

Richard J. Franzetti. P.E, BCEE
Town Engineer
60 McAlpin Avenue
Mahopac, New York 10541
Phone - (845) 628-1500 ext 181
Fax – (845) 628-7085
Cell – (914) 843-4704
rjf@ci.carmel.ny.us

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From: Geertsema, Jack <Jack.Geertsema@inframark.com>

Sent: Thursday, March 28, 2024 7:05 PM

To: John Folchetti <John.Folchetti@jrfa.com>; Franzetti, Richard <rjf@ci.carmel.ny.us>

Cc: Boyd, Diane <diane.boyd@inframark.com>; Batz, Michael <michael.batz@inframark.com>;
Harris, Carrie <Carrie.Harris@inframark.com>

Subject: Re: PFOS pilot tests

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.

Good Evening,

I just received these quotes from Dan Owens for the build/install of a remote monitoring system at Spring Road well house in CWD3.

This was previously brought up because the pilot study will have CWD3 operating on a tight string production wise. It would be beneficial to monitor tank levels and flow rates remotely in case storage or well yields decline.

Besides these quotes, I would just need to contact Verizon for internet service (already connection ready at Spring Road). Let me know your thoughts.

Jack Geertsema | Operations Supervisor

Carmel, New York | Water & Wastewater
(M) 845-667-2752 | www.inframark.com

April 1, 2024

Mr. Michael Cazzari, Supervisor
Town of Carmel
55 McAlpin Avenue
Mahopac, New York 10541

**RE: PROPOSAL FOR ENGINEERING DESIGN SERVICES
IGUANA CAR WASH
CULVERT REHABILITATION**

Dear Supervisor Cazzari:

We are pleased to submit our proposal for professional engineering services required for the design, permitting, bid assistance, and construction oversight for the referenced project. Based on the television inspection conducted in July 2023, JRFA's understanding of the project is as follows:

The culvert is a 36-inch diameter CMP. It runs from its inlet on Baldwin Lane under the Iguana Car Wash to a catch basin located in the entry to the shopping plaza. The total length is approximately 280 feet. Based on our observations from the video, the crown of the pipe appears to be rotted in the following locations:

- At the crown under the vacuum area between the structure and Baldwin Lane (61 feet from the CB outlet)
- At the crown at or near the north wall of the structure (76 feet from the CB outlet)
- Possibly at the invert under the structure (85 feet from the CB outlet)

Based on the Town's success with the Birch Road project, cured in place pipelining (CIPP) remediation is recommended. The project will require bypass pumping from Baldwin Lane. Existing structures will be evaluated for structural integrity and accessibility. A temporary easement from Key Bank may be necessary to avoid closing the access to the shopping plaza. Bid prices from the Birch Road project were used to develop the cost estimate. The average price of the bid items from that project were used as the basis, then escalated from the May 2023 bid date to the likely midpoint of construction (estimated to be August 2024). On this basis, preliminary construction costs have been estimated as follows:

Regardless of the liner type, the project will require bypass pumping from the existing wooded Town owned parcel on Willow Drive. Existing structures will be evaluated for structural integrity and accessibility. Discussions with multiple contractors experienced in both CCCP and CIPP work indicate that lining costs can be expected to range from \$750-\$1000 per foot. Preliminary construction costs have been estimated as follows:

31 Sodom Road
Brewster, New York 10509
845-363-1560
845-582-0485 FAX
www.jrfa.com

Mr. Michael Simone, Superintendent
 Proposal for Engineering Services – Iguana Car Wash Culvert
 April 1, 2022
 Page 2

ITEM	UNIT QTY	ESTIMATED UNIT COST	ESTIMATED COST
Clean & Line Culvert	300 LF	\$750- \$1000.00	\$225,000 - \$300,000
Catch Basin Rehabilitation	2 Each	\$15,000.00	\$ 30,000.00
Bypass Pumping	14 Days	\$7,500.00	\$105,000.00
Maintenance & Protection Traffic	30 Days	\$8,500.00	<u>\$135,000.00</u>
SubTotal			\$495,000 - \$570,000
Contingency @ 20%			<u>\$ 99,000 - \$137,000.00</u>
Estimated Total Construction Cost			\$594,000 - \$707,000.00

For your convenience, we have divided the proposal into five sections as follows:

- SECTION 1 - PROPOSED SCOPE OF WORK**
- SECTION 2 - WORK BY OTHERS**
- SECTION 3 - ESTIMATED COSTS AND SCHEDULE**
- SECTION 4 - PAYMENT SCHEDULE**
- SECTION 5 - ADDITIONAL SERVICES**

SECTION I – PROPOSED SCOPE OF WORK

The general engineering tasks necessary to complete this project, in general order of occurrence, are as follows:

- 1.1 Conduct a survey of the existing drainage system, to include manhole locations, rim and invert elevations and Town owned parcel to be used for storage/bypass pumping
- 1.2 Develop detailed asbuilt plans and profiles of existing drainage system
- 1.3 Develop contract plans suitable for permit approval and bidding
- 1.4 Develop contract specifications suitable for permit approval and bidding. These specifications include, but are not limited to, the following:
 - 1.4.1 Front End, including General and Supplementary Conditions and Prevailing Wage Rates
 - 1.4.2 Technical Specifications
- 1.5 Bid Assistance will include the following:
 - 1.5.1 Advertisement
 - 1.5.2 Conduct pre-bid conference
 - 1.5.3 Issue clarifications/addenda
 - 1.5.4 Attend bid opening
 - 1.5.5 Bid tabulation and recommendation to award
- 1.6 Construction Services will include the following:
 - 1.6.1 Conduct Pre-Construction Conference
 - 1.6.2 Shop drawing, schedule, and Contractor submittal review and approval
 - 1.6.3 Inspection and review of Contractor video of culvert and manholes
 - 1.6.4 Inspection of pipe/manhole lining and point repairs
 - 1.6.5 Accounting of unit quantities as installed by Contractor
 - 1.6.6 Processing of pay requisitions
 - 1.6.7 Conduct regular progress meetings

SECTION 2 - WORK BY OTHERS

JRFA’s scope of work, as specified in this proposal, is limited to the Work outlined in Section 1 above with additional work to be performed upon request. JRFA can provide assistance to the Owner/Client in the procurement and coordination of additional services, as required. Where JRFA retains sub-consultants on behalf of the OWNER they will be billed at cost.

SECTION 3 - ESTIMATED COSTS AND SCHEDULE

JRFA can commence work immediately on this project. It is estimated that Tasks 1.1 through 1.5 can be completed within 240 days of Notice to Proceed. The Estimated Engineering Costs for this project are based on percentage of estimated construction cost, as follows:

Survey @ 2%:	\$13,000.00
Design @ 7%	\$45,500.00
Bid @ 1%	\$ 7,000.00
Construction @7%	<u>\$45,500.00</u>
Total Estimated Engineering Costs:	\$111,000.00

Any costs for additional services as outlined below will be billed under our Hourly Rate Schedule (see attached). These costs will not be exceeded without prior authorization of the Owner.

SECTION 4 - PAYMENT SCHEDULE

We will bill you monthly as the work progresses; payment is expected within 30-days of receipt of our invoices. We reserve the right to discontinue or suspend work if outstanding invoices exceed 45 days.

The following costs will constitute a separate item for reimbursement:

- Project connected traveling expenses;
- Printing, reproduction, legal, laboratory, shipping and other costs not attributable to general overhead;
- All agency fees to be paid by Owner.

SECTION 5 - ADDITIONAL SERVICES

Any work not identified herein is specifically excluded. JRFA will provide the Owner with an estimated cost for completing any additional services tasks prior to executing the work.

Mr. Michael Simone, Superintendent
Proposal for Engineering Services – Iguana Car Wash Culvert
April 1, 2022
Page 4

We are available to discuss any aspect of this proposal with you at your convenience. If this proposal is satisfactory, please execute and return one copy.

Very truly yours,

ENGINEER

 1 APR 2024
John E. Folchetti, P.E. Date

**OWNER or
AUTHORIZED SIGNATURE**

Signature

Date

JEF/jac
Attachment

Cc: PJP
File

**J. ROBERT FOLCHETTI & ASSOCIATES, L.L.C.
ENGINEERING RATES**

<u>CLASSIFICATION</u>	<u>\$ PER HOUR</u>
Principal	\$160.00 - \$210.00
Project Manager	\$150.00 - \$200.00
Project Engineer / Geologist	\$120.00 - \$170.00
Engineer / Designer	\$ 110.00 - \$160.00
Engineer / Inspector	\$ 90.00 - \$115.00
Other Technical Personnel	\$ 85.00 - \$115.00

REIMBURSABLES

- Travel, Subsistence and Incidentals
- Use of motor vehicles on a mileage basis, consistent with IRS allowances
- Reproduction costs
- Postage and shipping for project related materials
- Rental charges for equipment, including equipment owned by the Engineer.
- Cost of acquiring any other materials or services specifically for and applicable to this project. This includes any special requests for accounting backup or support.
- Subconsultants, as required, will be billed at cost plus 5%.

These rates are guaranteed through December 31, 2024.