

MICHAEL S. CAZZARI
Town Supervisor

ROBERT F. SCHANIL, JR.
Town Councilman
Deputy Supervisor

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

TOWN OF CARMEL
TOWN HALL



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

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD WORK SESSION
Wednesday, January 12, 2022 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Roll Call - Attendance**
- **Public Comment Three (3) Minutes Agenda Items Only**

Town Board Work Session:

- Review of Town Board Minutes December 15, 2021
1. Michael Carnazza, Building & Codes Enforcer - Consider Request to Authorize Cleanup 300 Seminary Hill Road, Carmel, NY TM#66.-2-20.3
 2. James Gilchrist, Director of Recreation and Parks – Consider Request to Authorize Eagle Scout Project – Eagle Scout Candidate, Conor Watts – Wheelchair Accessible Picnic Table at Sycamore Park
 3. James Gilchrist, Director of Recreation and Parks- Consider Request to Authorize Renewal of License Agreement with ASCAP (American Society of Composers, Authors and Publishers) for the 2022 Sunset Concert Series
 4. James Gilchrist, Director of Recreation and Parks – Consider Request to Advertise for Bids for Concession Stand at Sycamore Park
 5. Richard Franzetti, PE, Town Engineer – Consider Request to Advertise for Bids – Study to Install Dry Hydrant – 278 Drewville Road
 6. Richard Franzetti, PE, Town Engineer – Consider Request to Acknowledge Emergency Payment for Repairs and Services – CWD#2, CSD#2
 7. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Entering into Agreement with East of Hudson Watershed Corporation (EOHWC) for Stormwater Retrofits

8. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Replacement of Replacement of Microfiltration Modules CSD#2
9. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for the Oil Spill Remediation – Swan Cove
10. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Change Order #1 to Contract C275 – CSD#2 Bar Screen and Grid Classifier (No Cost to Town)
11. Richard Franzetti, PE, Town Engineer - Consider Request to Attend Conference NY Water Environment Association February 7-9, 2022 Marriott Marqui (\$458.28)
12. Police Chief Anthony Hoffmann – Consider Request to Authorize Tuition Reimbursement per the PBA Collective Bargaining Agreement – PO Sandy Crecco
13. Police Chief Anthony Hoffman – Consider Request to Advertise for Bids for the Cleaning of Police Uniforms
14. Police Chief Anthony Hoffman – Consider Request to Authorize Renewal of Contract with NYSOGS for the Purchase of Gasoline Fuel
15. Police Chief Anthony Hoffman – Consider Request to Authorize Purchase of Police Uniforms from the NYS OGS Contract PC 69021
16. Police Chief Anthony Hoffman – Consider Request to Accept Proposal for 2021 Patrol Vehicle Upfitting

Motion to Move Into Executive Session:

1. Police Chief Anthony Hoffmann – Personnel

- **Town Board Member Comments/Announcements**
- **Adjournment**

Michael G. Carnazza
Director of Code Enforcement

(845)628-1500
Ext. 170



60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Supervisor Kenneth Schmitt
Town Board

From: Michael Carnazza, Building Inspector 

Date: December 17, 2021

Re: Property of D'Alessandro, 300 Seminary Hill Rd., Carmel
Tm#66.-2-20.3

Please be advised that the above-referenced property owner was sent an order to comply to clean litter, debris, and four (4) unregistered vehicles from the property several months ago.

Denis spent the last 3 days on the phone with Xome Field Services, trying to obtain information on the ownership of the property, to no avail.

When we spoke to the Receiver of Taxes, she claimed that no school or local taxes have been paid to the Town Tax Receiver in 2021.

Denis re-inspected the property and nothing has been done to rectify the violations.

The "Property Maintenance Code" clearly states "upon authorization from the Town Board of the Town of Carmel, the Building Inspector is hereby authorized and empowered to correct or cause to be corrected such violation(s)".

It also says, "Where the Town of Carmel has effected the correction of such violation(s) and/or has paid for the correction and/or removal of such violation(s), the actual cost thereof, including all costs incurred by the Town of Carmel and its Building Inspector in the enforcement of this chapter, and procurement of all such contractor services to effect such correction or compliance, plus the accrued legal rate of interest per annum from the date of the completion of the work, if not paid for by such owner, occupant, tenant, contractor, mortgagee, etc., prior thereto, shall be charged by the Town of Carmel and

shall become due and payable by said owner, occupant, tenant, contractor, mortgagee, etc.”.

The issue with this cleanup is the previous owner, Mr. Cardoso, still occupies the house and there are several unregistered cars, partially downed trees, tall grass and weeds, assorted litter and debris, and a lawn mower/tractor on the site that need to be removed.

I would like permission to seek bids for the mowing, weed-whacking, raking and/or blowing, cleanup and removal of the litter and debris and the unregistered vehicles from this site.

Thank you for your consideration in this matter.



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: January 3, 2022

TO: Carmel Town Board
Carmel Town Hall

FROM: James R. Gilchrist, CPRP
Director, Recreation and Parks

SUBJECT: Eagle Scout Project – Wheelchair Accessible Picnic Table at Sycamore Park

Eagle Scout candidate Conor Watts has proposed to build a wheelchair accessible picnic table at Sycamore Park. It will be constructed of treated lumber.

Attached is an outline Conor presented to the Recreation and Parks Advisory Committee at the December 2, 2021 meeting. This project was reviewed and unanimously approved by all committee members.

Please add this to the January 12, 2022 Town Board Work Session agenda and contact me with any questions.

/nls
Attachment

Brief Description

I plan on building a large hexagonal picnic table with six unattached benches at Sycamore Park. The table and the benches will be constructed out of pressure treated wood so they can be left outside in its designated area. My project will be put outside the main Sycamore Park building out on the grass next to the basketball court. This table can be used as a social gathering area for park-goers and community members. The benches being unattached will make the table easily accessible for the handicapped and disabled.

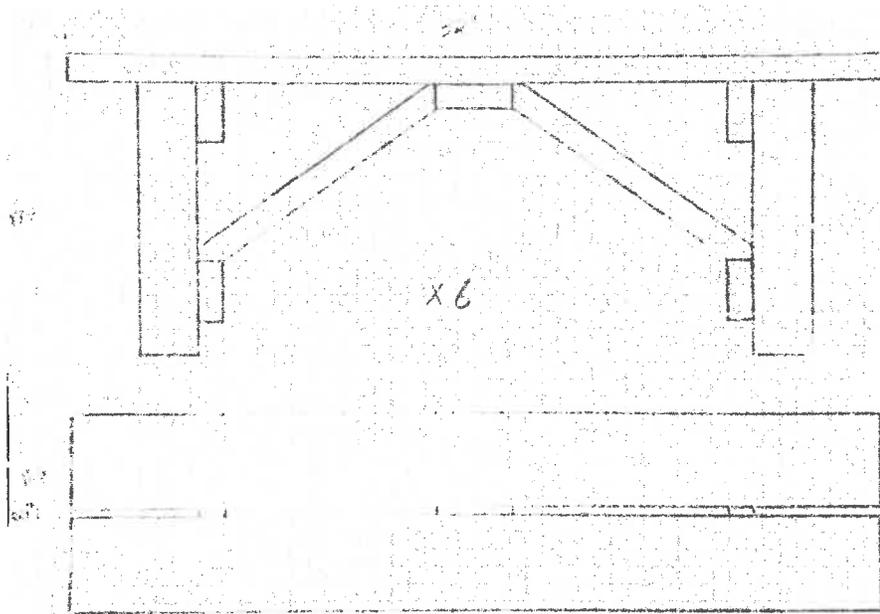


Project will be similar to the picture above but the benches WILL NOT be attached

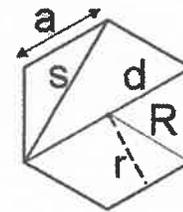
My project will benefit any visitor of Sycamore Park, because it will be open for use by the community of people that visit. A relaxing rest at a nice picnic table surrounded by trees and nature in a beautiful park can improve mental health. The table will also be a good spot to observe surrounding nature such as animals like birds or squirrels, and will be a perfect spot to relax with family and friends.

This bench is needed to provide another rest area for the visitors of sycamore park. It also provides a perfect spot to have a picnic or small events with friends. (Project was also recommended by Senior Recreation Leader of the Town of Carmel Recreation and Parks Department, Nina Kallmeyer)

Details



^ Bench Sketch ^



Side (a)	36 in.
Area	3,367 in ²
Perimeter	216 in.
Long diagonal (d)	72 in.
Short diagonal (s)	62.35 in.
Circumcircle radius (R)	36 in.
Apothem (r)	31.18 in.

^ Table Dimensions ^

Materials Needed

Materials

Lumber - Pressure Treated 2x8s; 2x6s; 2x4s; 4x4s

Screws - Various widths and lengths of screws

Tools

**Screw Gun

**Level

**Tape Measures

**Table Saw

Sandpaper/ Wood Sanding Tools

Supplies

**Hefty Bags - for scrap wood and garbage

Pizza & Soda (maybe hot chocolate & coffee) - refreshments for people willing to help

**Gloves

**Eye & Ear Protection (for using table saw)

** - I have the tool at home or not necessary to purchase

I plan on building the table and benches in the same day and if necessary, in two days. I will need about 6-8 scout volunteers to help transport materials and build benches, and the help from a couple of handy adults that are knowledgeable in woodworking.

Fundraising and Loose Timeframe

I plan on fundraising by holding bake sales outside of Stop and Shop at Somers Commons during this holiday season. Baked goods will be provided by scouts and scout families from my troop willing to help fundraise. Events will be hosted by me and other scouts willing to help.

I would like to fundraise for my project this winter and complete construction in the spring when the weather becomes nicer.

Project Cost

Materials - Lumber \approx \$440

Screws \approx \$24

Sandpaper \approx \$15

Refreshments/ Other Materials (possibly 2 days) \approx \$80-100

Total \approx \$560-\$580



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: January 3, 2022

TO: Michael Cazzari, Supervisor
Carmel Town Hall

FROM: James R. Gilchrist, CPRP
Director, Recreation and Parks

SUBJECT: ASCAP (American Society of Composers, Authors and
Publishers) License Agreement – Account #500613865

REFERENCE: Memo dated December 20, 2021 (copy attached)

As in the past, we are again required to pay a license fee for our 2022 Sunset Concert Series. It is an annual fee of \$390.00 and is due within 30 days of our April 30, 2022 renewal date. Please sign and date page 3 of the Local Government Entities form and return the original to me.

A Town Board Resolution is required authorizing renewal of this agreement.

Please contact me with any questions.

/nls
Attachment



PO BOX 331608 Attn: Account Services
Nashville, TN 37203-7515
Attn: Account Services
Phone: 1-800-505-4052
Fax: 1-615-691-7795

December 20, 2021

GF90L300300804 - 2

James Gilchrist
Director Of Parks &
Town Of Carmel, NY
Town Of Carmel, NY
60 McAlpin Ave
Mahopac, NY 10541-2340

Re: Account No. - 500613865
Town Of Carmel, NY
Town Of Carmel, NY
60 McAlpin Ave
Mahopac, NY 10541-2340

Dear Mr. Gilchrist:

We thank you for being an ASCAP licensee, and for recognizing the immense value music brings to your constituents.

To ensure that your ASCAP license remains current, we ask that you please complete the following step:

1. Submit payment for your 2022 license within 30 days of your renewal date

Go paperless – pay your license fees online! Access your account at www.ASCAP.com/mylicense to pay your statement online with either check or credit card.

Your online account also makes it easy to:

- Print invoices for current or past billing cycles on demand
- Update your contact information
- Live chat with a customer service agent if you have any questions or concerns
- Complete a report if there have been changes to your population or if you have a special event to report

If your billing statement is enclosed and you prefer to send your payment through the mail, please send to the address on the remittance portion of your invoice. If you do not have a billing statement, you will receive one prior to your annual renewal date.

Your adjusted rate schedule for 2022 is attached and reflects a rate increase of approximately **6.22187%**, based on the increase of the Consumer Price Index, All Urban Consumers – (CPI-U) between October 2020 and October 2021.

If you have any questions about your license, reporting, and/or payment, please don't hesitate to contact our office at 1-800-505-4052 or send us an email at glcs@ascap.com.

Remember, 90¢ of every \$1 from your license fee goes directly to our members, helping them pay their bills and continue writing music. Our 850,000+ songwriters, composers, and music publisher members thank you for being an ASCAP licensee and supporting music creators!

Sincerely,

Account Services

Account Services

Enclosures:

- Rate Schedule
- Report Form
- Return Envelope

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LOCAL GOVERNMENT ENTITIES
2022 Rate Schedule and Report Form

Account No.: 500613865

Premise Name: Town Of Carmel, NY; Mahopac, NY

Report Due: 12/30/2022

**SCHEDULE A: Base License Fee**

Population Size			Base License Fee
1	to	50,000	\$390.00
50,001	to	75,000	\$780.00
75,001	to	100,000	\$936.00
100,001	to	125,000	\$1,248.00
125,001	to	150,000	\$1,559.00
150,001	to	200,000	\$2,028.00
200,001	to	250,000	\$2,493.00
250,001	to	300,000	\$2,965.00
300,001	to	350,000	\$3,431.00
350,001	to	400,000	\$3,900.00
400,001	to	450,000	\$4,364.00
450,001	to	500,000	\$4,835.00
500,001	Plus***		\$5,925.00

*** \$5,925.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$77,966.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$390.00 .

License Fee for Year 2023 and Thereafter

For each calendar year commencing 2023, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

	LOCAL GOVERNMENT ENTITIES 2022 Rate Schedule and Report Form
Account No.: 500613865	Premise Name: Town Of Carmel, NY; Mahopac, NY
Report Due: 12/30/2022	



SCHEDULE A: Base License Fee (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

Population Size: ----
 (Per current U.S. Census Data)

Base License Fee: _____
 (Please refer to attached Rate Schedule)

SCHEDULE B: Special Events* (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy) If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) or Group(s) Appearing	Gross Revenue of Event (Must Exceed \$25,000)	% Applies to Gross Revenue	Event Fee	Is a Program of Musical Works Attached? (Yes/No)	If the Event is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____
			x .01	\$		Name: _____ Address: _____ Phone No: _____ Account No: _____

****Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

*****Gross Revenue** means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)
 Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

LOCAL GOVERNMENT ENTITIES (continued): (Please complete form in its entirety.)**SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys**

Report Year: _____

Annual License Fee: **\$390.00** (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: \$ _____

Base Licensee Fees accompanied by a completed Report Form are due and payable within 30 days of the License Agreement's renewal date.
The Report along with payment may be mailed to the ASCAP address below.

Contact Person: _____ / _____
(Please print Contact's Name.) (Please print Contact's Title.)
Phone No.: (____) _____ Fax No.: (____) _____ Email: _____ Website: _____
I certify that the above information is true and correct. Signature: _____
Dated: _____ (Please print Name and Title of Signature name above.)

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)
Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

12/20/2010 F0166_0122



Account No.: 500613865

Town Of Carmel, NY
60 McAlpin Ave
Mahopac, NY 10541-2340

ASCAP
Account Services
P. O. Box 331608-7515,
Nashville, TN 37203-9998

IMLA

TOWN OF CARMEL RECREATION & PARKS DEPARTMENT

SYCAMORE PARK, 790 LONG POND ROAD
MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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



DATE: January 3, 2022

TO: Carmel Town Board
Carmel Town Hall

FROM: James R. Gilchrist, CPRP 
Director, Recreation and Parks

SUBJECT: Concession Stand at Sycamore Park

The current contract to operate a concession stand/snack bar between the Town of Carmel and Carmel Bagel Deli...licious will terminate on March 20, 2022. I would like to start advertising for the position of concessionaire as soon as possible.

For your review, I have attached a sample 3-year contract and proposal, applicant letter, and a suggested menu/price list. The concessionaire will be required to have a single limit insurance policy in the amount of one million dollars naming the Town as additionally insured, as well as a Putnam County Department of Health Food Establishment Permit.

A resolution authorizing advertisement for proposal is required. Please add this to the January 12, 2022 Town Board Work Session agenda and contact me with any questions.

/ns
Attachments

CONCESSION AGREEMENT
(sample)

THIS LICENSE AGREEMENT, entered into this 21st day of March 2022, by and between the Town of Carmel, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and with offices at 60 McAlpin Avenue, Mahopac, New York 10541 (“Town”) and _____, having an address at _____ (herein “VENDOR”).

WHEREAS, Sycamore Park, including the concession facility located thereat, is a town park facility under the jurisdiction and control of the Town of Carmel (hereinafter, the “Park”); and

WHEREAS, VENDOR has requested a license from the Town of Carmel to operate a concession stand/snack bar at the Park for the 2022/2025 season (March 21, 2022 to March 20, 2025), which will be open to the public during all Park sponsored activities including Summer Camp and annual special events, and during select hours of Park operation; and

WHEREAS, the Town Board of the Town of Carmel has duly authorized such use subject to the terms and conditions contained herein.

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

1. **LICENSE**: The Town hereby gives and grants to VENDOR, and VENDOR hereby accepts from the Town, a revocable license to operate a concession stand/snack bar at the Park, in a location specifically designated by the Director of Recreation and Parks for such use, and no other area of Park, during hours of Park operation.
2. **TERM**: This three-year agreement shall commence on March 21, 2022 and shall terminate on March 20, 2025.
3. **TERMINATION**: The Town may terminate this Agreement by delivery, by mail, or personal service, to VENDOR at its address stated hereinabove a notice of the Town’s intention to terminate the said revocable license three (3) days after the delivery of said notice.

4. FEES AND COMPENSATION: In consideration for the granting of said 3-year license, VENDOR will pay the Town of Carmel a fee of \$ _____ for the first year of the contract of which \$ _____ (1st half) is to be paid at contract signing and the remaining \$ _____ (2nd half) to be paid September 22, 2022; \$ _____ for the second year of the contract of which \$ _____ (1st half) is payable March 22, 2023 and the remaining \$ _____ (2nd half) to be paid September 22, 2023; and \$ _____ for the third year of the contract of which \$ _____ (1st half) is payable March 22, 2024, and the final payment of \$ _____ (2nd half) is to be paid September 22, 2024. It is understood that the fee charged takes into consideration the collateral and intangible benefit derived by the Town and its residents by the operation of a concession stand/snack bar at the Park.
5. HEALTH DEPARTMENT PERMIT: VENDOR must obtain any and all permits required by the New York State Department of Health and Putnam County Department of Health.
6. INDEMNIFICATION: It is expressly understood that the Town of Carmel will assume no responsibility for or in relation to the operation of the concession stand/snack bar at the Park. VENDOR agrees to protect, defend, indemnify and save harmless the Town, its officers, employees and agents from any and all suits, actions or causes of action of every name and description brought against the Town for or on account of any injuries or damage received or sustained by any party or parties by or from the negligence of VENDOR, its officers, members or agents. VENDOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.
7. INSURANCE: VENDOR shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall protect the Town and VENDOR from claims from damages for personal injury including accidental death, as well as claims for property damage which may arise from operations under this Agreement, and the amounts of such insurance shall be as follows: A single limit policy in the amount of one million dollars (\$1,000,000.00) for bodily injury and property damage claims, public liability insurance, blanket contractual liability, and broad form property damage liability. The Town shall be named as an additional insured on all such policies.
8. LITTER AND DEBRIS: VENDOR, its officers and agents, agree that the concession stand/snack bar and surrounding outside area shall at all times be kept free from litter and debris, and that at the end of each day, VENDOR will ensure that all litter and debris generated thereby will be cleaned up and placed in trash receptacles. Park administration will inspect the concession area with VENDOR periodically, to make certain the area is satisfactorily cleaned and maintained.
9. DAMAGE: VENDOR agrees to reimburse the Town for any and all damages or injury to any real property or personal property of the Town that may arise, directly or indirectly, from the negligence, acts or omissions of VENDOR, its officers and/or agents.

10. NATURE OF LICENSE: The revocable license granted herein is not a conveyance of real property, is not intended to grant or convey to VENDOR the exclusive use of the concession stand/snack bar, and is granted subject to the rights of the Town and the public, which the Town hereby reserves, to use and enjoy the Park in any manner that does not unreasonably interfere with the right herein granted to VENDOR. VENDOR, its officers, members and agents, shall make every reasonable effort not to interfere with the use of the Park facilities, not reserved to VENDOR under this license, by the general public.

11. ENTIRE AGREEMENT: This agreement constitutes 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.

12. CONTROLLING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this agreement shall be venued in Putnam County, New York.

13. COUNTERPART ORIGINALS: This Agreement is executed in two (2) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

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

TOWN OF CARMEL

(VENDOR)

_____ Date _____
 (Signature)

_____ Date _____
 (Signature)

Michael Cazzari
 Town Supervisor

By: _____
 Owner



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

January 2022

To Concessionaire Applicant:

The attached advertisement has been posted on the local cable channel, Sycamore Park and Town Hall bulletin boards, and several local newspapers. A suggested menu/price list and sample 3-year contract are also attached for your review. We have always tried to serve the Town by providing the best menu along with the most cost-effective prices, especially for the day camp.

To be considered as the Sycamore Park concessionaire from 2022 through 2025, please submit a letter of interest listing your experience along with a completed Sycamore Park Concession Proposal (see attached) to the Town Clerk at 60 McAlpin Avenue, Mahopac, NY 10541.

Proposals will be opened at _____ a.m. on _____, 2022 at Carmel Town Hall.

Please contact me with any questions.

Sincerely,

James R. Gilchrist, CPRP
Director, Recreation and Parks

/ns
attachments



TOWN OF CARMEL RECREATION & PARKS PARTMENT
SYCAMORE PARK, 790 LONG POND ROAD
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SYCAMORE PARK CONCESSION PROPOSAL

Concessionaire's Name: _____

Address: _____

Telephone Number: _____

E-Mail: _____

Year

2022-2023 Proposed Fee to Town: \$ _____ (see attached sample menu/price list)

2023-2024 Proposed Fee to Town: \$ _____ (see attached sample menu/price list)

2024-2025 Proposed Fee to Town: \$ _____ (see attached sample menu/price list)

Item	Price
Hot Dog	\$3.00
Hamburger	\$4.50
Cheeseburger	\$5.00
Bacon Cheeseburger	\$5.50
Grilled Cheese	\$3.75
PB & Jelly Sandwich	\$3.25
Italian or American Combo	\$4.50
Chicken Tenders	\$5.50
French Fries	\$3.00
Mac & Cheese Bites	\$4.50
Mozzarella Sticks	\$5.00
Cheese Quesadilla	\$4.50
Grilled Chicken Sandwich	\$6.00
Crispy Chicken Wrap	\$6.00
Protein Wrap w/ Turkey, Etc.	\$2.75
Garden Salad	\$5.50
Fresh Fruit	\$1.00
Fruit Cups	\$4.00
Oatmeal	\$3.00
Buttered Roll	\$1.00
Bagel w/ Cream Cheese	\$2.50
Bagel w/ Butter	\$2.00
Bacon, Egg & Cheese Sandwich	\$3.00
Bacon & Egg Sandwich	\$2.50
Meat & Cheese Sandwich	\$2.50
Egg & Cheese Sandwich	\$2.50
Egg Sandwich	\$2.00
Assorted Snacks and Candy	\$.25-\$1.75
Assorted Ice Cream/Ice Pops	\$.50-\$2.25
Chips/Pretzels/Popcorn	\$0.50
Soft Pretzel	\$2.00
Pepsi/Diet Pepsi/7-Up	\$1.00
Orange Soda/Root Beer	\$1.00
Mountain Dew/Code Red MD	\$1.00
Gatorade/Snapple	\$2.00
Hawaiian Punch	\$1.00
Milk (Whole, Skim, 2%, Choc)	\$0.50
Vitamin Water	\$2.00
Tea/Iced Tea/Coffee/Water	\$1.00
Nesquik	\$2.25
Orange Juice/Apple Juice	\$1.50

Richard Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: December 22, 2021

Re: Dry Hydrant Request- MVFD- CFPD#2- 278 Drewville Road

The attached letter, dated September 16, 2021, from James Stasiak, Chief of the Mahopac Volunteer Fire Department requests the installation of a dry hydrant at 278 Drewville Road (TM 66.-2-3). At the direction of the Supervisor, this department performed a feasibility study for the project with the following conclusions: aerial

1. Financing - The matter was discussed with the Comptroller and currently there is no line item in the adopted budget of the MVFD for dry hydrants. There is however a fund balance in this district. It should be noted that the last dry hydrant installed by the Engineering Department was in 2008. We had two bids on that project of \$25,000.00 and \$45,000.00, the average being \$35,000.00. If we take that number and apply the escalation rates published by ENR, the project would be 45% higher, which would be about \$50,000.00.
2. An easement would be required from the property owner. This would require at least a partial property survey, an easement description and field staking of the proposed easement. The cost would be expected to be and \$5,000.00 to \$7,000.00.
3. The following permits would be required: Putnam County Highway Department, NYSDEC/U.S. Army Corps of Engineers.
4. An evaluation of the pond depth would have to be performed. This department can provide this assessment
5. Authorization to bid would be required by the Town Board
6. Plans and Specifications would have to be developed by Engineering Department.

A budget estimate for the project is ~\$57,000.00 including survey work. We have discussed this matter with the Comptroller, who has indicated that Carmel Fire Protection District 2 (CFPD2) has a fund balance of \$59,000.00. If the Board were to utilize this funding source, the amount utilized from the fund balance would then have to be added to the 2023 budget for this district.

At this point we request authorization to put this project out to bid, with specific authorization to engage a Licensed land Surveyor to perform the preliminary work as outlined above. In the event that the project cannot be funded this year then we recommend that it be accounted for in the 2023 budget and the fund outlay for the survey work could still be utilized at that time.



MAHOPAC VOLUNTEER FIRE DEPARTMENT
OFFICE OF THE CHIEF



Chief
James Stasiak

First Assistant Chief
Andrew Roberto

Second Assistant Chief
Gabriel Rivera

Post Office Box 267
Mahopac, NY 10541

Fire Headquarters
741 Route Six

Emergency Dial 911
Phone: (845) 628-3160
Fax: (845)628-2174

September 16, 2021

Supervisor Kenneth Schmidt
60 McAlpin Ave
Mahopac, NY 10541

Supervisor Schmidt,

I am writing to make a formal request that a Dry Hydrant be placed on the property of 278 Drewville Road which would provide the Mahopac Volunteer fire Department rapid access to the pond which we have listed as one of our drafting sites for seasonal water source fire protection. I have spoken with the homeowner, and he is more than willing to provide access to his property and pond for the fire department to place a dry hydrant at the location.

The Mahopac Fire Department has been granted access to the property by the property owner for years, but over time the grassy path area in which the department had to drive over to reach the pond has eroded down from the roadside and the fire apparatus has been getting stuck in the mud causing the fire department to incur high tow bills to have the fire apparatus removed after emergency use. The use of the path area also limits the time of the year the fire department can gain access do to snow.

I believe that if the Mahopac Fire Department can work with the town to have a dry hydrant placed in this location it would not only greatly benefit the fire department with rapid access to water, but also the residents with possibly receiving lower fire protection insurance costs because the once seasonal water source now become available year-round.

I look forward to any further discussion you would like to have about this matter, and hope that this project will take effect to help the fire department better serve our community

Sincerely,

James Stasiak
Chief of Department

CONNECTEXPLORER



map: Auto (Oblique) Nov 2015 - Dec 2015 image 1 of 4 11/15/2015

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: December 28, 2021

Re: Emergency Repairs/Services

This memorandum is being presented to the Town Board to advise the Board of emergency invoices that were submitted for payment/authorization to proceed in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Water District 2 ~ Radio Network Transmission Troubleshooting

In August and September of 2021, Inframark, the operators for CWD2, notified the Engineering Department that there were communication problems with the radio systems between the Everett Road and Lindy the storage tanks back to the water department building that operates the controls to tell the pumps. It was determined that the programable logic controllers (PLC), which control the pumps feeding the storage tanks needed to be replaced. to turn on and off. The storage tanks, at that time, were being operated manually. The work included site visits and the replaced of the PLCs at the tanks. Attached are invoices in the amount of \$11,105.00 and \$5,896.83 for Engineered Solutions Corporation to make this repair.

- Carmel Sewer District 2 ~ Clarifier Drive Number 3

On December 6, 2021, Inframark, the operators for CSD2, notified the Engineering Department that the clarifier drive for unit #3 has failed. At that time an emergency purchase order (PO) was issued to GMH the amount of \$10,000 to initiate the repair of this unit. This repair is needed due to the potential for hydraulic overloads within in the plant and violations to the SPDES permit. Attached is an invoice in the amount of \$12,844.39 for GMH to make this repair.

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

Engineered Solutions Corporation

**P.O Box 5110
Wayne, NJ 07474-5110
(201) 768-1942**

Invoice

DATE	INVOICE NO.
9/30/2021	22990

BILL TO
Town of Carmel Sewer and Water Districts 60 McAlpin Ave Mahopac, NY 10541

Project Information		TERMS	DUE DATE
Water District		Net 30	12/25/2021
SCADA Support			
DATE	DESCRIPTION	AMOUNT	
9/10/2021	On-site System Troubleshooting Support Two trips made - During the day for Radio Network Troubleshooting and again at night to respond to an emergency situation See Daily Field Service Report for more information Two Engineers Travel to and from Site Daily Field Service Report	5,377.50	
9/11/2021	On-site System Troubleshooting Support Troubleshoot main radio in Treatment Plant and get it working properly. See Daily Field Service Report for more information One Engineer Travel to and from Site Daily Field Service Report	1,711.25	
9/14/2021	On-site System Troubleshooting Support Radios testing and PLC troubleshooting at remote sites (Lindy and Everett Tanks); both PLCs are dead and need replacement per manufacturer support; troubleshoot analog signal wiring in treatment plant See Daily Field Service Report for more information Two Engineers Travel to and from Site Daily Field Service Report	4,016.25	
		Sales Tax (0.0%)	\$0.00
		Total	\$11,105.00

Engineered Solutions Corporation

P.O Box 5110
Wayne, NJ 07474-5110
(201) 768-1942

Invoice

DATE	INVOICE NO.
8/31/2021	22964

BILL TO
Town of Carmel Sewer and Water Districts 60 McAlpin Ave Mahopac, NY 10541

Project Information		TERMS	DUE DATE
Water District		Net 30	12/18/2021
SCADA Support			
DATE	DESCRIPTION	AMOUNT	
8/5/2021	On-site System Troubleshooting Support - Carmel Water Treatment Plant Troubleshooting radio issues at Treatment Plant. Installing radios back at Lindy and Everett. Tracing wiring in the treatment plant. See Daily Field Service Report for more information Three Engineers on site Travel to and from Site Daily Field Service Report	5,559.33	
8/21/2021	Researching PLC programs and Ethernet module configuration in the old PLCs	225.00	
8/26/2021	Further research on old PLCs	112.50	
		Sales Tax (0.0%)	\$0.00
		Total	\$5,896.83

EXHIBIT "B"

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

Procurement Policy, Section VI: Emergency Procurement

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

Department: Engineering

Vendor name: Engineered Solutions Corp

Nature of emergency: PCL Troubleshooting at Water Plant and Storage Tanks

Estimated cost:

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

- The situation arose out of an accident or unforeseen occurrence or condition.
- Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- The situation required immediate action, which could not await competitive bidding.
- The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.
- Other (provide explanation):

Purchasing Agent's signature for approval: 

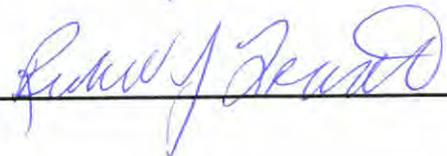
Department Head's signature for approval: 

EXHIBIT "B"

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

Procurement Policy, Section VI: Emergency Procurement

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

Department: Engineering

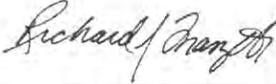
Vendor names: GMH

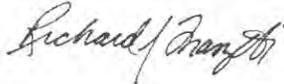
Nature of emergency: CSD2 Clarifier Drive #3

Estimated cost:

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

- The situation arose out of an accident or unforeseen occurrence or condition.
- Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- The situation required immediate action, which could not await competitive bidding.
- The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.
- Other (provide explanation):

Purchasing Agent's signature for approval: 

Department Head's signature for approval: 

Esteves, Donna

From: Brann, Thomas <thomas.brann@inframark.com>
Sent: Monday, December 6, 2021 1:58 PM
To: Franzetti, Richard
Cc: Esteves, Donna; Boyd, Diane; Grippo, Arthur; Harris, Carrie; Batz, Michael
Subject: CSD 2 emergency P.O. request for Clarifier Dr., #3

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 afternoon Richard,

I'm requesting an emergency purchase order for CSD 2 to possibly repair or number 3# primary clarifier Drive as it has failed and is not functioning at this time. This is a significant problem that needs to be resolved as soon as possible which may not be readily that easy to repair, this could also cause significant plant disruptions and possible long-term violations to our permit as the wastewater treatment plant was designed to operate with 2 clarifiers In service this could create hydraulic overloading conditions.

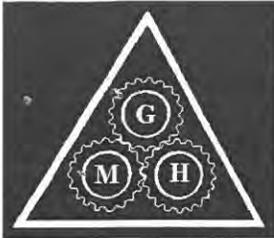
I would like a emergency P.O. for the GMH company out of New Jersey in the amount of \$10,000 to initiate a possible repair. They are an approved vendor for the town and do have the proper knowledge to make this repair if possible.

As you are aware the primary Clarifier Drive tank 1# one is out of service we're waiting on the town to execute a bid proposal to acquire the parts to repair it.

Please generate this purchase order as quickly as you can so I can supply it to the vendor and have them respond. Please know if they will not respond without a purchase order.

Tom Brann

Get [Outlook for iOS](#)



G.M.H. Associates of America, Inc.

New York State Certified
Service-Disabled Veteran-Owned Business

5 Chelton Way, Bldg. 15, Trenton, N.J. 08638

Mechanical, Electrical Engineering and Sales

(609) 396-4751 Fax: (609)396-1067

Outside of New Jersey (800)728-5345

24 Hours A Day Phone (800)728-5345 / Fax: (609)396-1067

Quote #: Q21257G		Quote	Date: 12/09/2021	Quote #: Q21257G
Customer: Carmel SD, Inframark			Attn: Arthur Grippo, Plant Supervisor	
Address: 2 Renwick Street Newburgh, NY 12550		Fax:	Phone: 845-541-3904	
Qty	Line	Description	Unit	Extended
1	1	G.M.H. Associates of America, Inc. will supply all supervision, labor, equipment and materials to do the following: Rebuild Worm Gearbox, Adapter Bearing Assembly, and Motor for #3 Primary Clarifier..... Total Price this Quote..... ***NOTE*** 1.) All the above information is restricted and confidential and is supplied to help the customer evaluate this quote and work procedure. Any dissemination either in whole or in part without G.M.H. Associates of America, Inc.'s express written authorization is expressly forbidden. 2.) Estimates and Quotes are billed at time and materials per contract rates plus Overtime, Emergency and Holiday adders +/-25%..		 <u>\$ 12,844.39</u> \$ 12,844.39



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Freight: Additional if applicable. Included with installation quote section acceptance.

Delivery: Per factory

Taxes: Additional if applicable.

Permits, Fees and Licenses: Additional if applicable.

Terms: 33% with order to hold construction date, do shop and site engineering, pre-construction meeting, stage materials and subcontractors. 23% with upon drawing approval. Balance net 30 days for construction and new drive contracts.
1/3 with order to do shop and site engineering, pre-remanufacturing, stage and order materials and subcontractors (if any).
1/3 with delivery. Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee. Quotes and Estimates valid for 30 days.

*** MATERIALS SUPPLY NOTES *** (If applicable)

- 1.) The followings listed items are not included with any of the foregoing equipment unless specifically itemized.
 - A.) Handrail at tank center.
 - B.) Launder support rods and channels.
 - C.) Spare Parts.
 - D.) Electrical Controls, instrumentation, lighting, wiring, starters, intrinsically safe relays for overload alarm switches or push-button stations.
 - E.) Access ladders, ships ladder, stairs, platforms, kick plates, and peripheral handrail or cover plates.



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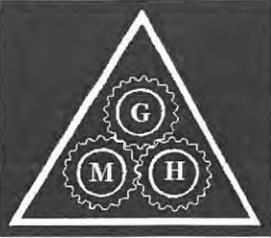
PO #: 29639	Job #: 2112-142	Date: 12/09/2021	Invoice #: 21C12142S
Customer: Carmel SD, Inframark		Attn: Arthur Grippo, Plant Supervisor	
Address: 2 Renwick Street Newburgh, NY 12550		Fax:	Phone: 845-541-3904

Qty	Line	Description	Unit	Extended
1	1	G.M.H. Associates of America, Inc. did supply all supervision, labor, equipment and materials to do the following:		
1	2	Rebuild Worm Gearbox, Adapter Bearing Assembly, and Motor for #3 Primary Clarifier.....		\$ 12,844.39
	3	Total Amount Due this Invoice.....		\$ 12,844.39



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Terms: Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee.



G.M.H. Associates of America, Inc.

New York State Certified
Service-Disabled Veteran-Owned Business

5 Chelten Way, Bldg. 15, Trenton, N.J. 08638
Mechanical, Electrical Engineering and Sales

(609) 396-4751 Fax: (609)396-1067 Outside of New Jersey (800)728-5345

24 Hours A Day Phone (800)728-5345 / Fax: (609)396-1067

PO #: 29639	Job #: 2112-141	Date: 12/06/2021	Invoice #: 21C12141S
Customer: Carmel SD, Inframark		Attn: Arthur Grippo, Plant Supervisor	
Address: 2 Renwick Street Newburgh, NY 12550		Fax:	Phone: 845-541-3904

Qty	Line	Description	Unit	Extended
	1	G.M.H Associates of America, Inc, did Supply all supervision, labor, equipment and materials to do the following:		
1	2	Service Call for One Person to come up and Troubleshoot Drive Unit.....		\$ 1,500.00
	3	Total Amount Due this Invoice.....		\$ 1,500.00



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Terms: Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee.

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
Mike Simone, Superintendent of Highways

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

Date: December 21, 2021

Re: EOHWC CF901 and 902 Installation Agreements

As the Board is aware, the Town of Carmel (Town) is a member of the East of Hudson Watershed Corporation (EOHWC). The EOHWC is made up of nineteen municipalities in Dutchess, Putnam and Westchester Counties and was established as a regional stormwater entity in response to the heightened phosphorus removal requirements under the New York State Department of Environmental Conservation (NYSDEC) stormwater regulations.

In February of 2018 the EOHWC issued a request for proposal for the design, permitting, and construction phase services (CPS) of stormwater retrofit projects (SRPs) during it Year 6 through 10 funding cycle. The proposed stormwater retrofit for this project, Carmel-Croton Falls 901 (CF 901) is for the installation of catch basin filter units within the existing paved areas of Arbor view Road as shown on the attached site map.

Existing runoff reaches these catch basins through sheet flow on site prior to discharge into existing stormwater retention ponds and the Croton Falls Reservoir. The project proposes to treat this stormwater runoff prior to discharge and will capture ~12.6 kg/yr of phosphorus. Per the EOHWC there will be no disruption to the physical roadway and each catch basin installation is expected to take approximately 30 minutes. The entire project will be installed over the course of a week.

In order to complete this project, that The EOHWC has requested that the attached installation agreements be signed by the Town.

**AGREEMENT FOR INSTALLATION
OF STORMWATER RETROFIT PROJECT
Carmel-CF-901 and Carmel-CF-902**

THIS AGREEMENT is made and entered into the _____ day of _____, 20___, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, New York, 12563 and the TOWN OF CARMEL, having its town offices at 60 McAlpin Avenue, Mahopac, New York 10541 ("Municipality"); collectively referred to as the "Parties".

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Municipality desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. EOHWC shall undertake on the Municipality's property, at EOHWC's own expense and with the permission and consent of the Municipality, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit A ("Stormwater Retrofit Project").

Section 2. The Municipality hereby permits EOHWC, its employees, contractors, subcontractors and agents nonexclusive access to the site location for the duration of construction, implementation, repair and maintenance for the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 3. It is understood and agreed that funding for the Stormwater Retrofit Project comes from the City of New York pursuant to the funding agreement between EOHWC and the City and from similar agreements between EOHWC and Putnam County and EOHWC and Westchester County (collectively the "Funding Agreements"). All provisions of the Funding Agreements applicable to stormwater retrofit projects and the funding therefor are incorporated herein by reference. Eligibility of the projects for funding shall be determined by the Funding Agreements.

Section 4. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project and shall have sole and exclusive supervision and control of the construction of all improvements upon the Property, including the selection of materials and contractors. The Municipality shall use its best efforts to keep all approvals and permits for the Stormwater Retrofit Project current and effective for the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 5. EOHWC shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released. EOHWC shall obtain at its expense and require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "B",

naming the Municipality as additional insured. EOHWC shall also require such contractors to indemnify and hold harmless the Municipality, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work.

Section 6. The Municipality shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project on the Property as often and whenever needed, and the Municipality shall not obstruct or impede EOHWC in the exercise of that right. The required operation and maintenance procedures and reporting obligations are set forth in Exhibit "C" ("Maintenance Program"). The Municipality shall perform the required O&M Procedures and provide the required inspection and maintenance documentation as described in Exhibit "C".

Section 7. All structures and improvements created hereunder shall belong to the Municipality, provided that the Municipality shall not remove or terminate any Stormwater Retrofit Project for the time during which the project is needed to satisfy the MS4 Permit without the express written consent of EOHWC.

Section 8. EOHWC may, at its option, obtain a current survey of the Property, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries and dimensions of the Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways and the location or proposed location of utility lines.

Section 9. The Municipality agrees not to make any claims against EOHWC for, or by reason of, any inconvenience or interference with the Municipality's use, occupancy or enjoyment of the Property or the use, occupancy or enjoyment of any person claiming under or through the Municipality, including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement.

Section 10. EOHWC and its agents and contractors shall conduct all work activities on the Property in a workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to the Municipality's use of the Property and/or the business or operations being conducted by the Municipality at the Property to the extent reasonably practical.

Section 11. This Agreement shall be effective when fully executed by the Parties and shall terminate upon the completion of the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 12. The Municipality hereby covenants that the Municipality has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC. Any future mortgage shall be subordinate to this Agreement.

Section 13. This Agreement shall run with the land for the time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit and is binding upon the Municipality, its successors and assigns.

Section 14. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 15. This Agreement shall be recorded in the office of the County Clerk, County of Putnam.

Section 16. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the authorized representatives of EOHWC and the Municipality have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By _____

Richard Williams, Sr., President

TOWN OF CARMEL

By _____

Kenneth Schmitt, Town Supervisor

Exhibit A – Description of Stormwater Retrofit Project

Stormwater Retrofit Projects Carmel-CF-901 and Carmel-CF-902, Arborview Rd A and Arborview Road B

The proposed SRP is for the installation of catch basin filter units within the existing paved areas shown on the attached site map prepared by Dunn and Sgromo Engineers, within the Town of Carmel. Existing runoff reaches these catch basins through sheet flow on site prior to discharge into existing stormwater retention ponds and the Croton Falls Reservoir. The project proposes to treat this stormwater runoff prior to discharge. No disruption to the physical roadway will be performed without immediate remediation, and each catch basin installation is expected to take approximately 30 minutes. The entire project will be installed over the course of a week.

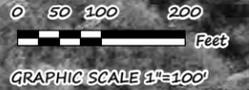
NORTH



Path: G:\CADD\Files\PROJECTS\East of Hudson WC - 1282\001 - Carmel CF - 901D\Working Drawings\GIS\CATCHBASINS\Basin.mxd Date Saved: 6/28/2021 4:58:29 PM

Legend

- ★ CATCH BASIN
- CB TC PATH
- SC
- SHEET
- CATCHBASIN SUB-WATERSHEDS
- WATERSHED
- EXISTING DETENTION
 - Basin 1
 - Basin 2
 - Basin 3
- WATERSHEDS
 - A
 - B1
 - B2
 - C



DUNN AND SGROMO ENGINEERS
 E. WYOMING, NEW YORK

TOWN OF CARMEL
 PUTNAM COUNTY, NEW YORK
EAST OF HUDSON WATER COMPANY

DATE: 06.25.2021 FILE NO: 1282.001

SITE MAP

Exhibit B

PROJECT: Carmel-CF-901 and Carmel-CF-902

PROJECT LOCATION: Arborview Road and surrounding areas, Carmel, New York

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. Town of Carmel
3. Any other agencies and/or entities required by any other contracts and/or agreements

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

\$500,000 each occurrence

The following coverage must be provided:

Comprehensive Form Owned Hired Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.

The logo for StormBasin, featuring the word "StormBasin" in a bold, green, sans-serif font with a trademark symbol (TM) to the upper right.The logo for StormPod, featuring the word "StormPod" in a bold, green, sans-serif font with a registered trademark symbol (®) to the upper right.

Servicing, Maintenance and Disposal

The StormBasin and StormPod like other storm water remediation devices require regular maintenance to remain efficient as storm water filters. By their nature, filters are meant to retain materials whether its coarse debris, dissolved pollutants or even bacteria and eventually this collection of “stuff” must be removed and the spent filtering media exchanged. This fact was quickly recognized as we evaluated competitive insert filters during the design phase of the StormBasin and StormPod. To minimize servicing requirements and extend maintenance intervals both units have benefited from a number of simple but effective features:

Large Collection Basin:

The StormBasin and StormPod feature extra large, HD plastic collection basins. In standard filtering mode, the basin collects and focuses the runoff water to the cartridges while providing storage volume for the collection of sediments, trash and debris. A large basin will be able to operate longer and retain more debris while still maintaining the flow of water to the cartridges.

Sealed, High-flow, Filter Cartridge System:

Both the StormBasin and StormPod use Fabco’s patented Filter Cartridge system. New Cartridges are quickly installed through a hole in the bottom of the basin. A simple twist locks the filter securely in place even during back flow conditions.

During maintenance the cartridge remains in place for Vac-truck operations. With the debris removed, the one piece cartridge can be removed and easily transported for disposal. The unique Fabco Filter Cartridge fits all StormBasin and StormPod designs!

Unique, Cartridge Pre-filter extends filter life:

Each Fabco Filter Cartridge features a large, coarse, polyurethane foam pre-filter at the top of the cartridge body that extends upwards into the plastic basin. Unlike some competitive designs that actually collect sediments and debris in a recessed box above the filter media resulting in reduced treatment and by-pass, the Fabco pre-filter offers more surface area and is designed to shed debris and keep it in the basin. Up to 6 inches or as much as 4 to 5 cubic feet of debris can be collected before the pre-filter is covered. The flexible foam is easily brushed off during maintenance activities and is ready for more use.

Suggested Servicing and Maintenance activities:

Prior to installation of either the StormBasin or StormPod Fabco Industries recommends thoroughly cleaning the selected catch basin vault of any accumulated sediments and debris.

Once installed the StormBasin and StormPod require periodic cleaning which is wholly dependent upon local conditions. In general Fabco Industries recommends cleaning the StormBasin/StormPod unit 2 to 3 times per annum by removing the debris, sand and silt.

A cleaning schedule should consider, road grades, surrounding vegetation, size of the filtering unit and seasonal changes. A large parking lot with limited trees and bushes would have a different schedule than a tree lined housing development.

Maintenance schedule example:

1) Customer located in the northeast 2) Unit installed in the month of June 3) Site is a relatively flat parking field with some trees and bushes.

- 1) First Cleanout October/November
- 2) Second cleanout March
- 3) Third Cleanout May with Filter change

By examining the quantity of debris removed changes can be made to the schedule.

Filter Cartridge Exchange:

The Fabco Industries filter cartridges used in the StormBasin product are designed primarily to capture floating and emulsified hydrocarbon compounds, dissolved heavy metals nutrients and pathogens (bacteria).

5-types of filtering media can be used together or independently in our cartridge body:

- FABGUARD: treated open cell foam product restricts build up (scum) and movement of bacteria through the cartridge
- FABMAX: treated filter media for treating hydrocarbon based compounds
- FABSORB: Fibrous filter material for absorbing hydrocarbon based compounds
- FABLITE: Natural ION exchange compound for heavy metals
- FABPHOS proprietary filter media for treating the soluble Phosphates and Nitrogen compounds

Based on typical pollutant concentrations as published in numerous State Stormwater management Design manuals, Fabco recommends changing the cartridge(s) on an annual basis. Users with suspected higher than normal levels of Hydrocarbons and Heavy metals should consider more frequent changes. Fabco can supply specially modified StormBasins and StormPods to enable field testing.

Disposal:

There are two disposal aspects to consider with the Fabco Industries StormBasin and StormPod units

1. Disposal of the captured sediments, debris and trash
2. Disposal of the spent filter cartridge

Fabco Industries is recommending a minimum 2-3 basin clean outs per year. Under typical local and state regulations, the collected material is considered equivalent to material collected during street sweeping operations. This material is normally considered contaminated non-hazardous solid waste. However as with all waste products intended for disposal, it is up to the generator to properly characterize the waste prior to disposal. After proper characterization the generator can proceed with disposal under the guidance of local, state and federal regulations.

The Fabco Industries Filter Cartridges are manufactured from some or all of the following listed items

1. Polypropylene: Body, grills, and color rings
2. Polypropylene open cell foam
3. FABGUARD treated antimicrobial treated foam pad
4. FABMAX treated hydrocarbon filter media
5. FABSORB polypropylene, fibrous absorbent pad

6. FABPHOS synthetic pad treated for nutrients
7. FABLITE, natural Zeolite compound

The MSDS sheets for each of these materials (accessible on the website) shows that each of the virgin materials is non-toxic and safe for the environment.

Based on the pollutant concentrations listed in the New York State Storm water design manual, spent filter cartridges typically will be considered non-hazardous solid waste and can be disposed of in a landfill.

- The FABGUARD treated foam pre-filter has no absorbent properties and will certainly contain captured solids and trace levels of hydrocarbons.
- The FABSORB oil absorbent pads will be considered similar to oily rags.
- The FABMAX treated foam pads permanently bond with hydrocarbon compounds. Testing under Federal RCRA disposal guidelines confirms that in most cases spent pads pass TCLP testing protocols for non-hazardous disposal.
- The FABLITE should capture and retain the majority of heavy metals. Extensive testing of the FABLITE material confirms that it is capable of capturing and permanently retaining these ionic species, allowing non-hazardous disposal.
- FABPHOS treated pads when used for nutrient treatment should be safe for disposal. The pads are a treated, synthetic material that is non-hazardous, non-toxic and non-biodegradable. Fabco recommends that the pads be characterized by the generator prior to disposal.

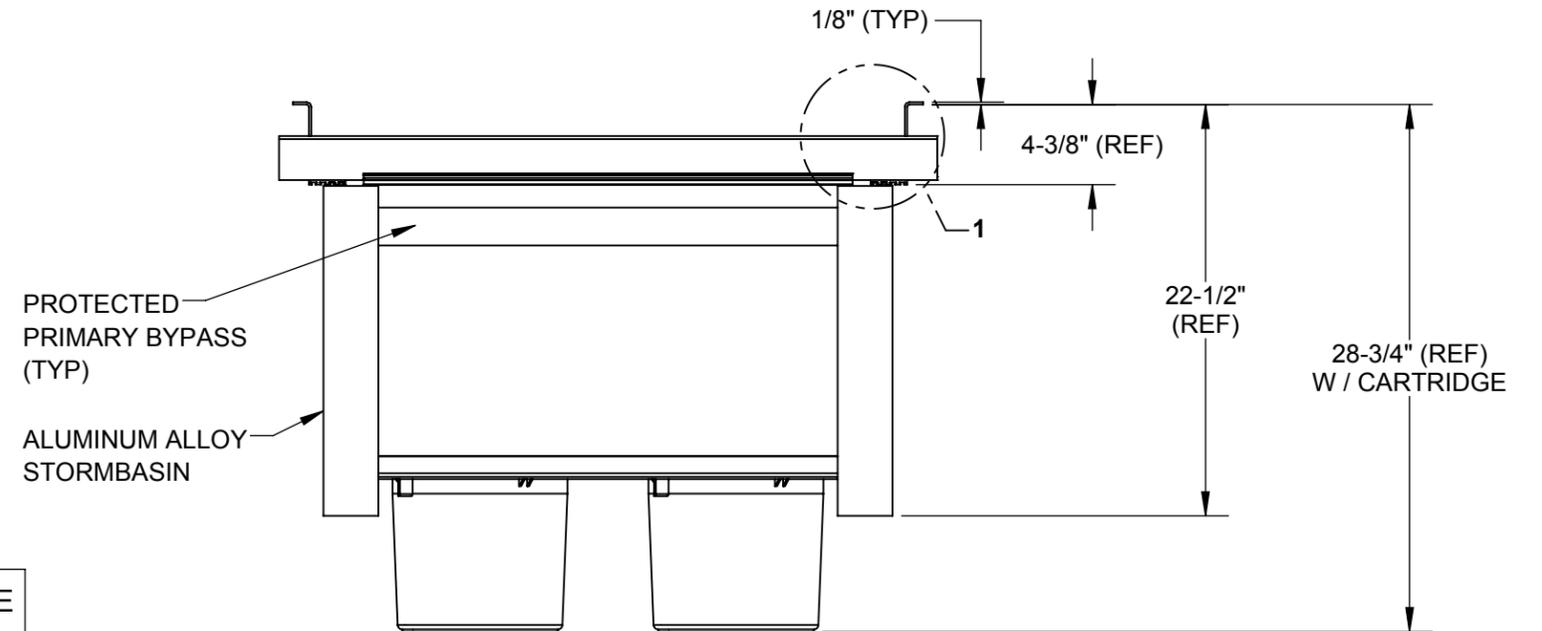
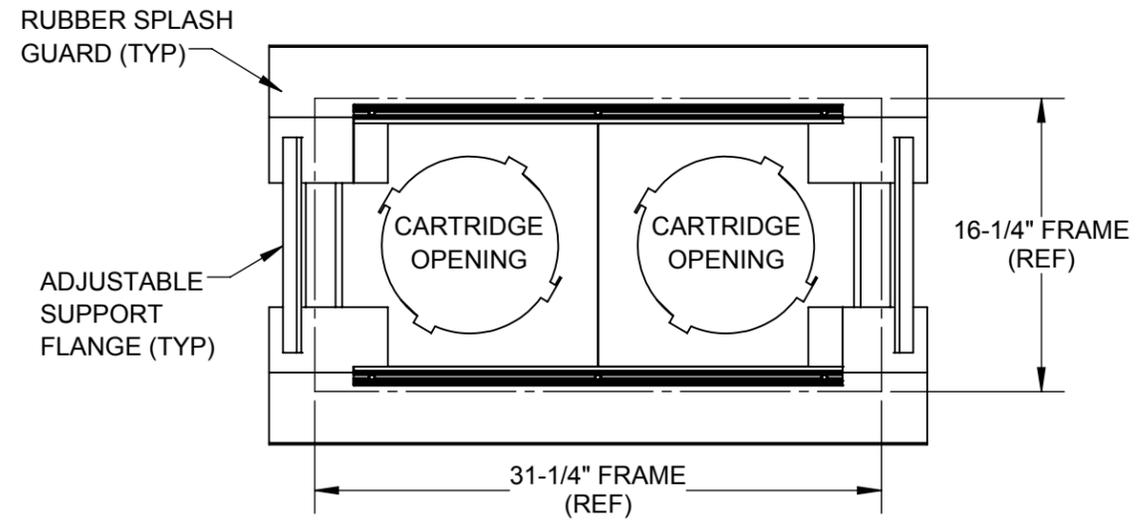
Based on discussions with State DEC officials and local disposal companies while landfill is a possibility, the high BTU value of the spent cartridge suggests incineration as the preferred method of disposal. Laboratory analysis of spent cartridges by COVANTA Secure Services confirms that it would be acceptable by them for disposal.

Fabco Industries would like to conclude by reaffirming that it is up to the generator to properly characterize all waste products and to arrange for proper disposal, under local, state and federal regulations.

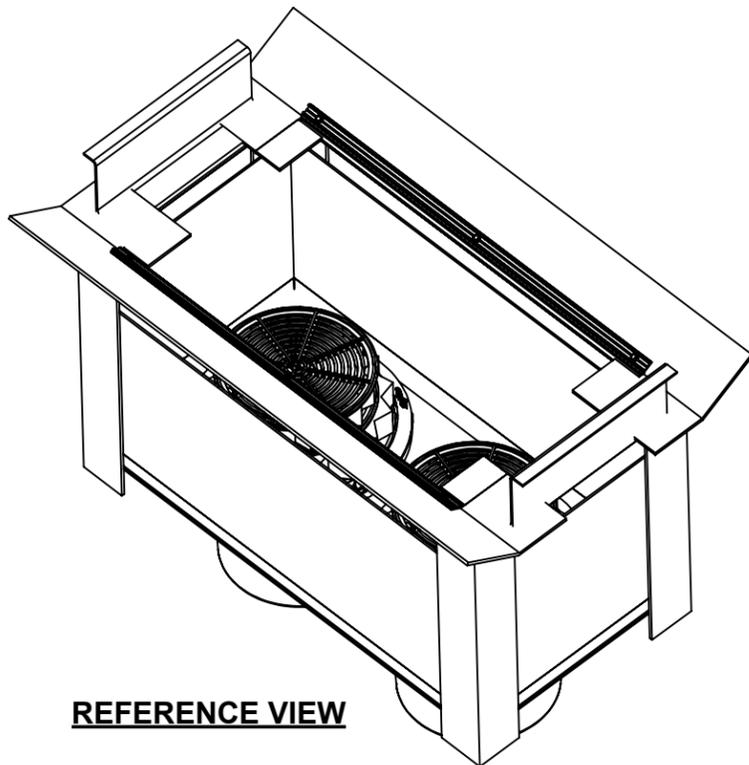
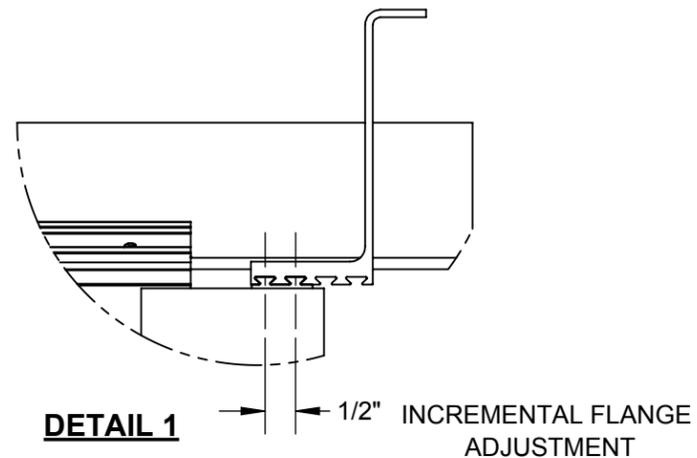
Exhibit C

NOTES:

1. WEIGHT (EMPTY): 20 LB MAX, NO CARTRIDGES
2. MATERIAL:
 - A) ADJUSTABLE FLANGE AND DEFLECTOR: ALUM. ALLOY 6063-T6
 - B) BASIN: ALUM ALLOY 6000 SERIES
 - C) CORNER FILL: ALUMINUM ALLOY: 5052-H32
 - D) SUPPORT HARDWARE: CRES 300 SERIES
3. PERFORMANCE CHARACTERISTICS (TYP):
 - A) DEBRIS CAPACITY: 3.0 CU-FT
 - B) FILTERED FLOW RATE (STANDARD CARTRIDGES): 230 GPM (0.5 CFS)
 - C) PRIMARY BYPASS FLOW RATE: 1500 GPM (3.3 CFS)
4. CLEAR OPENING RANGE (0.5 INCH INCREMENTS):
 - A) MINIMUM SIZE: 16.5 X 31.5
 - B) MAXIMUM SIZE: 18.5 X 33.5
5. RECOMMENDED MINIMUM VAULT DEPTH 2-IN BELOW CARTRIDGES
6. TYPICAL INSTALLATION: REMOVE STORM GRATE, MEASURE CATCH BASIN FRAME CLEAR OPENING AND ADJUST FLANGES TO REST ON GRATE SUPPORT LEDGE. INSTALL STORMBASIN INSERT AND VERIFY THE ADJUSTABLE FLANGES ARE SECURELY RESTING ON THE GRATE SUPPORT LEDGES. REINSTALL THE STORM GRATE DIRECTLY ON THE STORMBASIN SUPPORT FLANGES.
7. FOR MORE INSTALLATION DETAILS VISIT THE FABCO WEBSITE: WWW.FABCO-INDUSTRIES.COM
8. USE ONLY WITH FABCO REPLACEABLE MEDIA CARTRIDGES.



DOVETAIL ADJUSTMENT FEATURE (TYPICAL EACH FLANGE)



REFERENCE VIEW

<p>PROPRIETARY AND CONFIDENTIAL THIS DOCUMENT IS THE PROPERTY OF FABCO INDUSTRIES AND IS CONVEYED WITH THE EXPRESS CONDITION THAT IT AND THE INFORMATION CONTAINED IN IT ARE NOT TO BE USED, DISCLOSED, OR REPRODUCED IN WHOLE OR IN PART, FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF FABCO INDUSTRIES; AND THAT NO RIGHT IS GRANTED TO DISCLOSE OR SO USE ANY INFORMATION CONTAINED IN SAID DOCUMENT.</p>	<p>UNLESS OTHERWISE SPECIFIED REMOVE ALL BURRS BREAK SHARP EDGES .002 - .020 FILLETS .020 MAX DIMENSIONS ARE IN INCHES AND INCLUDE CHEMICALLY APPLIED OR PLATED FINISHES</p>	<p>TOLERANCES: DEC .00 ± .01 DEC .000 ± .005 FRACT ± 1/16 ANGLE ± 2°</p>	<table border="1"> <tr> <th>APPROVAL</th> <th>DATE</th> </tr> <tr> <td>DWN R.W.</td> <td>12/13/2018</td> </tr> <tr> <td>ENGR J.P.</td> <td>12/13/2018</td> </tr> <tr> <td>UPD</td> <td></td> </tr> </table>	APPROVAL	DATE	DWN R.W.	12/13/2018	ENGR J.P.	12/13/2018	UPD		
	APPROVAL	DATE										
	DWN R.W.	12/13/2018										
	ENGR J.P.	12/13/2018										
UPD												
<p>PROJECT</p>	<p>FABCO INDUSTRIES, INC. 24 CENTRAL DRIVE FARMINGDALE, NY 11735 WWW.FABCO-INDUSTRIES.COM</p>	<p>TITLE: STORMBASIN 16.5" X 31.5" C.S.</p>										
<p>MATERIAL</p>	<p>SIZE DWG. NO. B 10359-1H-000</p>	<p>REV A</p>										
<p>SCALE: NONE</p>		<p>SHEET 1 OF 1</p>										

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: December 22, 2021

Re: CSD #2 - Replacement Microfiltration Modules

As the Board may recall the existing microfiltration (MF) units at Carmel Sewer District 2 (CSD 2) have been failing since before 2015. The New York City Department of Environmental Protection (NYCDEP), at the Town's demand, undertook a pilot study in 2015. The pilot demonstrated that Pall units would allow the plant to meet permit and was identified to replace this existing system.

In order for these existing MF units to be replaced, the NYCDEP required that the Town seek proposals to provide a scope, and the timeframe for this replacement. The Town Board awarded Hazen this work in June 16, 2021. The report identified the overall budget for the replacement, including engineering and other soft costs between \$15.8M and \$18.1M and the timeframe to complete, which is ~3 years from notice to proceed from design.

As was suggested by this office, the NYCDEP has authorized the Town to initiate the purchase of replacement membranes for the existing Evoqua/Siemens microfiltration unit. This is a "temporary" fix while the NYCDEP reviews and determines funding for the replacement of these units with a Pall system as identified in the report previously provided to the Board. In addition, the NYCDEP has advised the Town Comptroller to add the new membranes cost as part of the Town's CSD#2 Q1 2022 invoice. Note the attached proposal includes sales tax, the cost, once the sales tax is removed, is ~\$285,000.00.

Please note that the cost for the proposal, design and replacement of the MF units are the responsibility of the NYCDEP.

We therefore request authorization to proceed with this work as outlined.

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation		Document Date 12/02/2021	Order Number 41159421	
		Customer P.O. number GEC-12-02-21-1 12/02/2021		
Ship-to / Consignee 11006079 TOWN OF CARMEL 20 OLD ROUTE 6 CARMEL NY 10512-2108		Sold-to 11005515 TOWN OF CARMEL 60 MCALPIN AVE MAHOPAC NY 10541-2340		
Forwarding Agent/Notify Party/End User				
Transport Mode Road	Shipping Point MARLBOROUGH VIRT 0014 WS			
Carrier / Drayage CUSTOMER PICKUP		Country Shipped From United States	Country of Destination United States	
Unloading Point		Remit to WIRE/ACH: Acct: 40512844 ABA ACH/Domestic Wire Only: 021000089 Swift Code International Wires: CITIUS33 Citibank, 111 Wall Street, New York, NY 10043 CHECK PAYMENTS: 4118 Collection Center Drive Chicago, IL 60693-0077 Please reference on payments.		
Terms of Delivery and Payment FOB Free on board NET 30 DAYS FROM INVOICE DATE				
Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
10	Valid to: 01/31/2022 This quotation is valid through the above expiration date. 12037938 MODULE, SPARE M10C ZYT 77G33L P/SLEEVES; Confirm Date Quantity 01/31/2022 264 EA Gross Weight: 1,911.096 KG / 4,213.249 LB Net Weight: 1,820.280 KG / 4,013.034 LB No. of Pkgs: 264 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)	264 EA	900.00 USD / EA	237,600.00 USD

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES <p style="text-align: center;">FilmTec Corporation</p>	Document Date 12/02/2021	Order Number 41159421
	Customer P.O. number GEC-12-02-21-1 12/02/2021	

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
20	12039509 KIT, SEAL M10/L10/L20 HOUSING CP HEAVY	264 EA	24.50 USD / EA	6,468.00 USD
	Confirm Date 01/31/2022	Quantity 264 EA		
	Gross Weight: 44.088 KG / 97.197 LB Net Weight: 41.976 KG / 92.541 LB No. of Pkgs: 264 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)			
30	12038768 CUP, FILT NYLON ASSEMBLED C/W O-RINGS	550 EA	11.25 USD / EA	6,187.50 USD
	Confirm Date 01/31/2022	Quantity 550 EA		
	Gross Weight: 170.500 KG / 375.888 LB Net Weight: 143.000 KG / 315.261 LB No. of Pkgs: 550 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)			
40	12040052 TEMPL_SERVICE DEMAND CHARGE Customer Material #: MEMCOR ON-SITE SERVICE	1 EA	35,600.00 USD / EA	35,600.00 USD
	Confirm Date 01/31/2022	Quantity 1 EA		
	Gross Weight: 0.000 KG / 0.000 LB Net Weight: 0.000 KG / 0.000 LB No. of Pkgs: 1 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)			

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES <p style="text-align: center;">FilmTec Corporation</p>	Document Date 12/02/2021	Order Number 41159421
	Customer P.O. number GEC-12-02-21-1	12/02/2021

STANDARD CONDITIONS OF SALE

1. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
2. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.
4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
6. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
9. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
10. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
11. Dispute Resolution and Arbitration - Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.
12. In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, title, liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.
13. This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.
14. Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
15. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement. <https://www.dupont.com/privacy.html>
16. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

From: [Grippe, Arthur](#)
To: [Franzetti, Richard](#)
Subject: Fwd: ABS Fittings
Date: Thursday, December 16, 2021 2:25:53 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image006.png](#)
[image007.png](#)
[Carmel 2 Modules 12-2-21.pdf](#)

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.

Richard,

Please see the attached quote for the replacement modules. Below is a notation from the sales rep regarding the tax.

Sent from my iPhone

From: Cerilli, Gene <gene.cerilli@dupont.com>
Sent: Thursday, December 16, 2021 9:23 AM
To: Grippe, Arthur
Subject: RE: ABS Fittings

Arthur,
Quote attached.

PLEASE NOTE:

I am unable to remove the TAX line from the Quote Document.
I assure you, The Town of Carmel WILL NOT be taxed on the invoice.
IF TAX is on the invoice, it will be removed.

Gene Cerilli

Sales Rep – Eastern Region
Memcor
DuPont Water Solutions



Cell: 724-640-5933

****PLEASE NOTE NEW E-MAIL ADDRESS****

Gene.cerilli@dupont.com
www.dupontwatersolutions.com

Connect with us:   

From: Grippo, Arthur <arthur.grippo@inframark.com>
Sent: Thursday, December 16, 2021 9:03 AM
To: Cerilli, Gene <gene.cerilli@dupont.com>
Subject: [EXTERNAL] Re: ABS Fittings

DEP reached out to me. This purchase has to be seen by the town board before a PO is issued.

Please provide a quote.

If sales tax is present on the document please note in the response that you're unable to remove the tax and that it will not be listed on the invoice nor applied to the Towns account.

Sent from my iPhone

From: Cerilli, Gene <gene.cerilli@dupont.com>
Sent: Wednesday, December 15, 2021 10:03:02 AM
To: Grippo, Arthur <arthur.grippo@inframark.com>
Subject: RE: ABS Fittings

Arthur,
We will not invoice until 2022.

I'm surprised NYCDEP does not want to take advantage of the lower 2021 price.

Have a great day!

Gene Cerilli
Sales Rep – Eastern Region
Memcor
DuPont Water Solutions



Cell: 724-640-5933

****PLEASE NOTE NEW E-MAIL ADDRESS****

Gene.cerilli@dupont.com
www.dupontwatersolutions.com

Connect with us:   

From: Grippo, Arthur <arthur.grippo@inframark.com>
Sent: Wednesday, December 15, 2021 9:56 AM
To: Cerilli, Gene <gene.cerilli@dupont.com>

Subject: [EXTERNAL] Re: ABS Fittings

No. I've informed NYC of the price increase. They still intend to issue funds during the first quarter of 2022

Sent from my iPhone

From: Cerilli, Gene <gene.cerilli@dupont.com>
Sent: Tuesday, December 14, 2021 10:58:46 AM
To: Grippo, Arthur <arthur.grippo@inframark.com>
Subject: ABS Fittings

Arthur,
Your ABS fittings have been ordered and I requested RUSH delivery.

Have you heard if the Town intends to provide a PO for the Carmel #2 modules before the end of the year?

Thank you – Have a great day!

Gene Cerilli
Sales Rep – Eastern Region
Memcor
DuPont Water Solutions



Cell: 724-640-5933

****PLEASE NOTE NEW E-MAIL ADDRESS****

Gene.cerilli@dupont.com
www.dupontwatersolutions.com

Connect with us:   

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From: [Meyer, Michael](#)
To: [Franzetti, Richard](#)
Cc: [Esteves, Donna](#); [Harris, Carrie](#); ["Grippe, Arthur"](#); [Batz, Michael](#); [Ostapysyn, Dmitriy](#); [Strait, Douglas \(Upstate-BWS Consultant\)](#)
Subject: RE: 12-3-2021 1 FW: Carmel SD #2
Date: Friday, December 3, 2021 10:13:58 AM

+Dmitriy

Rich,

Thank you very much for securing the updated cost estimate. With this updated information, we should be able to review it and approve it in relatively short order.

Thanks again

Mike

**Michael J. Meyer | Section Chief | NYC Environmental Protection
Bureau of Water Supply, Watershed Lands & Community Planning
(O) 845 340-7267 | (C) 917 618-0812 | mmeyer@dep.nyc.gov**

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Friday, December 03, 2021 9:42 AM
To: Meyer, Michael <MeyerM@dep.nyc.gov>
Cc: Esteves, Donna <de@ci.carmel.ny.us>; Harris, Carrie <Carrie.Harris@inframark.com>; 'Grippe, Arthur' <arthur.grippe@inframark.com>; Batz, Michael <michael.batz@inframark.com>
Subject: [EXTERNAL] 12-3-2021 1 FW: Carmel SD #2

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Mike,

Arthur Grippe of Inframark (Town's WWTP operator) request and received the attached quote. Total Cost with install is \$309,795.50.

However per the email below, the manufacturer expects a price increase of 5-10% beginning Jan 2022. The cost would then be ~\$341,000.00. (at 10%)

I would budget ~420,000.00 (35%) increase to be safe, however that is your call.

Hope this helps, and if possible can we get approval to have these replaced?

Thanks

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: Grippo, Arthur <arthur.grippo@inframark.com>
Sent: Thursday, December 2, 2021 4:37 PM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>; Batz, Michael <michael.batz@inframark.com>; Boyd, Diane <Diane.Boyd@inframark.com>; Brann, Thomas <thomas.brann@inframark.com>
Cc: Esteves, Donna <de@ci.carmel.ny.us>; Harris, Carrie <Carrie.Harris@inframark.com>
Subject: Re: 12-2-2021 FW: Carmel SD #2

Please see attached.

Please note that the manufacturer expects a price increase of 5-10% beginning Jan 2022

Sent from my iPhone

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Thursday, December 2, 2021 12:32:59 PM
To: Grippo, Arthur <arthur.grippo@inframark.com>; Batz, Michael <michael.batz@inframark.com>; Boyd, Diane <Diane.Boyd@inframark.com>; Brann, Thomas <thomas.brann@inframark.com>
Cc: Esteves, Donna <de@ci.carmel.ny.us>; Harris, Carrie <Carrie.Harris@inframark.com>
Subject: RE: 12-2-2021 FW: Carmel SD #2

Thanks

We should probably request an updated quote as this one is from March

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: Grippo, Arthur <arthur.grippo@inframark.com>
Sent: Thursday, December 2, 2021 12:31 PM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>; Batz, Michael <michael.batz@inframark.com>; Boyd, Diane <Diane.Boyd@inframark.com>; Brann, Thomas <thomas.brann@inframark.com>
Cc: Esteves, Donna <de@ci.carmel.ny.us>; Harris, Carrie <Carrie.Harris@inframark.com>
Subject: Re: 12-2-2021 FW: Carmel SD #2

See attached.

This cost includes all modules, cups, O-rings for the 72M10C model units at sewer district #2. Plus the manufacturer installation.

Sent from my iPhone

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Thursday, December 2, 2021 10:25:30 AM
To: Grippo, Arthur <arthur.grippo@inframark.com>; Batz, Michael <michael.batz@inframark.com>; Boyd, Diane <Diane.Boyd@inframark.com>; Brann, Thomas <thomas.brann@inframark.com>
Cc: Esteves, Donna <de@ci.carmel.ny.us>; Harris, Carrie <Carrie.Harris@inframark.com>
Subject: 12-2-2021 FW: Carmel SD #2

Please see email below. Lets get a cost estimate for replacement of membranes. I had made this request in early November. Please provide this information..

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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error, please notify the sender by reply e-mail and delete the message and any attached documents.

From: Meyer, Michael <MeyerM@dep.nyc.gov>
Sent: Thursday, December 2, 2021 10:23 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: Carmel SD #2

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.

Rich,
Hope all is well with you and that you had a good Thanksgiving holiday.

I wanted to follow up on our call a few weeks ago about Carmel SD#2. At that time, you raised the good suggestion to secure a cost estimate for membrane replacement. That has been done at other WWTPs in the upgrade program and could provide a useful comparison. Could you let me know the status of the vendor providing a cost estimate?

Thanks much,
Mike

**Michael J. Meyer | Section Chief | NYC Environmental Protection
Bureau of Water Supply, Watershed Lands & Community Planning
(O) 845 340-7267 | (C) 917 618-0812 | mmeyer@dep.nyc.gov**

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Richard J. Franzetti, P.E.
Town Engineer

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

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

MEMORANDUM

To: Carmel Town Board
Mary Ann Maxwell, Town Comptroller
James Gilchrist, Director of Parks and Recreation

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

Date: January 6, 2022

Re: Oil Spill Remediation- Swan Cove

While repairing the drain line at Swan Cove, buried oil lines were discovered proximate to the work being performed. The property is the Old Chamber building that we acquired from the Mahopac Bank. Upon further investigation in the area it was determined that the pipes were a part of an existing underground storage tank (UST) that serviced the Chamber Building. During our inspection, we identified the existence of petroleum product in the tank. We called in Optimum Fuel and they determined that the tank is about $\frac{3}{4}$ full of water.

We engaged Vibar Construction and Dutchess Environmental to perform removal of the UST in accordance with NYSDEC regulations. The process included pumping the product out of the tank, disposal of the product, cleaning the tank and removal. The cost for this was ~5,000.00. During the tank removal, Dutchess identified petroleum product in the tank, the surrounding soil and the adjacent ground water. In accordance with NYSDEC regulations, Dutchess contacted DEC and a spill number was generated.

We requested a proposal from Dutchess to perform remediation in accordance with the report. That proposal is attached. The cost is \$19,465.00. We note that because of the nature of this work including the level of sophistication and the requirement of a NYSDEC license to perform this work, we characterize this work as a professional service and therefore exempt from any bidding requirement. The remediation is required in accordance with NYSDEC regulations.

Based upon the above, we recommend that this project be awarded to Dutchess Environmental Construction for a cost of \$19,465.00, noting of course that this is an estimate.

DUTCHESS ENVIRONMENTAL CONSTRUCTION

936 Route 6, Mahopac, NY 10541

EPA #: 000047506

Phone: (845) 628-3610

NYSDEC #: 3A491

Fax: (845) 628-3591

www.dutchessenviro.com

email: dutchessenviro@comcast.net

Proposal submitted to:

Town of Carmel 60 McAlpin Ave. Mahopac, NY 10541	Phone 845-628-1500 X183	Date 1/3/22
	Email RJV2@ci.carmel.ny.us	Cell
	Job Name / Location Spill # 21-08720	

We hereby submit specifications and estimates for: Removal and disposal of contaminated soils and water. Dutchess Environmental Construction will supply the labor, materials, and equipment to perform the following:

- Mobilization/Demobilization @ \$400
- Supply Vehicle – 2 days @ \$200 per day.
- Excavator with operator – 2 days @ \$1,200 per day.
- Wheel loader with operator – 2 days @ \$1,200 per day.
- Laborer – 2 days @ \$75 per hour.
- Supervisor/Project Manager – 4 hrs. @ \$105 per hour.
- Administrative/Clerical – 2 hrs. @ \$75 per hour.
- Vac Truck stop charge including 1 hour @ \$475 per stop (if groundwater is encountered during excavation).
- 100 gallons of oily water removal and disposal @ \$1.15 per gallon (if groundwater is encountered during excavation).
- PID Meter @ \$90 per day.
- 6 mil poly @ \$130 per roll.
- 80 tons of contaminated soil disposal @ \$92 per ton (15 ton load min).
- Soil sampling:
 - Waste Classification soil sample for soil disposal (per 500 ton) @ \$675.
 - Six (6) 8260/8270 Soil-Water samples for NYSDEC closure @ \$400 each.
- Supply and install backfill material in open excavation. Materials to be determined as per conversation with Town Carmel Rep Mr. Rob Vara.
- NYSDEC Closure Report preparation and submission @ \$850.

Total: \$19,465.00 (not including extras)

Options/Notes: This is an estimate only, based on the time, materials, equipment, quantities and personnel as listed above. Actual costs may be more or less than the above total.

Not included in this estimate are: Blacktop/concrete repair and or replacement.

Payment

We propose to furnish material and labor, complete, in accordance with above specifications, for the sum of: **Nineteen thousand four hundred sixty-five and 00/100 Dollars (\$19,465.00)**

Payment to be made as follows:

Issue of Purchase Order #, payment due upon receipt of invoices.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will be an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and delays beyond our control. Not responsible for utilities NOT marked out by Dig Safely New York, including but not limited to septic systems, drainage, electrical and irrigation lines. Returned checks will be subject to a \$45.00 handling fee.

Note: This proposal may be withdrawn by Dutchess Environmental Construction if not accepted within 60 days.

Acceptance of Proposal

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

Signature: _____

Date of Acceptance: _____

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: December 21, 2021

Re: C275 - CSD 2 Bar Screen and Grit Classifier
No Cost Change Order No. 1 Request

As the Board is aware, the influent bar screen and influent grit classifier portion of the referenced project was awarded to Wittcon Inc.

The contractor has indicated that the timelines for design, fabrication and installation of the equipment cannot be completed within 10 weeks as outlined in the contract. They have discussed this with the two (2) manufacturers providing the equipment and have provided an updated timeline for the scope of the project based on current conditions that both vendors are experiencing. This delay was not caused by the Contractor.

In order to ensure appropriate time for the contractor to complete the project, we recommend that the Board authorize the NO COST Work Change Order #1 (attached). The proposed contract completion date would then be on or before July 18, 2022.

Attached please find the proposed **no-cost** Change Order #1. We recommend that the Board approve Change Order #1 and authorize the Supervisor to sign the same.

WITTCON, INC.

(845) 361-4899

PO Box 4 Thompson Ridge, New York 10985

wittcon.inc@gmail.com

CHANGE ORDER

PROJECT: Town of Carmel
Carmel Sewer District #2
Grit Classifier &
Dual Auger Systems

CHANGE ORDER #: 1
INITIATION DATE: 11/9/2021



CONTRACT DATE: November 9, 2021

CONTRACT FOR: Duperon & JDV equipment

THE CONTRACT IS CHANGED AS FOLLOWS:

Project time line and contract date is as follows:

- 6 weeks for design drawings from the manufacturer.
- 3 weeks allowed for Project Engineer to review and approve shop drawings.
- 14 weeks for fabrication. *this date begins on receipt of approved drawings from Project Engineer.
- 1 week for shipping.
- 4 weeks for installation.
- 2 weeks for startup/commissioning.
- Total: 30 weeks

Original Contract Sum	\$ 340,000.00
Net Change by Previous Change Orders	\$ 0
The Contract Sum prior to this Change Order	\$ 340,000.00
The Contract Sum will be not changed by this change Order in the amount of	\$ 0
Revised Contract Sum	\$ 340,000.00

The Contract Time will be Changed by adding (140) days.

The date of Substantial Completion as of the date of this change order therefore is: June 7, 2022

Wittcon, Inc
PO Box 4
Thompson Ridge, NY 10985
wittcon.inc@gmail.com

Signed
Julie Wittenberg, President

Name & Title

Date: 11/9/2021

Signed

Name & Title

Date:

Signed

Name & Title

Date:

C275 – CSD2 Bar Screen and Grit Classifier

PROJECT

DATE OF ISSUANCE **12-20-2021** **EFFECTIVE DATE** **12-20-2021**

OWNER **The Town of Carmel**
OWNER's Contractor No. **C275**

CONTRACTOR: **Wittcon Inc.** **ENGINEER:** **Town of Carmel**

You are directed to make the following changes in the Contract Documents.

Reason for Change Order: Original time of completion 10 weeks. Time of completion changed to 30 weeks as identified below.

Description: No Change in Contract Value.

- 6 weeks for design drawings from the manufacturer.
- 3 weeks allowed for Project Engineer to review and approve shop drawings.
- 14 weeks for fabrication. *this date begins on receipt of approved drawings from Project Engineer.
- 1 week for shipping.
- 4 weeks for installation.
- 2 weeks for startup/commissioning

Attachments: Contractor Request letter.

<p align="center">CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$340,000.00</p>	<p align="center">CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: <u>March 1, 2022</u></p> <p>Ready for final payment: _____</p>
<p>Net changes from previous Change Orders No. to No.</p> <p align="center">None</p>	<p>Net change from previous Change Orders No. to No.</p> <p align="center">None</p>
<p>Contract Price prior to this Change Order</p> <p align="center">---</p>	<p>Contract Times prior to this Change Order</p> <p>Substantial Completion: _____</p> <p>Ready for final payment: _____</p>
<p>Net Increase (decrease) of this Change Order</p> <p>\$0</p>	<p>Net Increase of this Change Order</p> <p align="center"><u>140 days</u></p>
<p>Contract Price with all approved Change Orders</p> <p align="center">---</p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>July 18, 2022</u></p> <p>Ready for final payment: _____</p> <p>days or dates</p>

RECOMMENDED:

ACCEPTED:

APPROVED:

By: _____ By: _____ By: _____
 Engineer (Authorized Signature) Contractor (Authorized Signature) Owner (Authorized Signature)

Date: _____ Date: _____ Date: _____

1/12/2022 Work Session Agenda Item #11

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: January 6, 2022

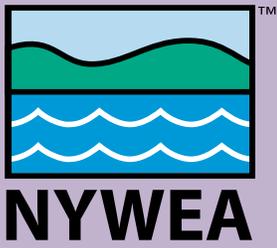
Re: Request to attend Conference

The New York Water Environment Association (NYWEA) conference is at the New York City Marriott Marquis, and runs from Monday February 7 to Wednesday February 9, 2020. The cost for the entire week is \$660.00 and the cost for a single day is \$458.28. See the attached conference program.

In review of the conference brochure a single day at the conference should suffice and recommend the Board consider approving attendance on Monday February 7, 2022. Part of the reason to attend this day is that there will be a presentation by the Hazen regarding the Septic Effluent Phosphorous Loading to New York City Water Supply from Mud Pond and Lake Casse.

There are sufficient funds in the Engineering Departments budget to cover the associated costs (i.e., travel, lunch, parking, entrance fee) for this conference.

New York's Largest Water Quality Technical Conference & Exhibition!



NYWEA 94th Annual Meeting

Reflect. Protect. Connect.

February 7-9, 2022 at the NYC Marriott Marquis

Attendee Registration

https://whova.com/portal/registration/nywea_202202

Exhibitor Registration

<https://shows.map-dynamics.com/nywea2022/?register>

Access password is nywea94

Exhibitor Registration Packet

<https://tinyurl.com/ExhibitInfo22>

Sponsorship and Advertising

<https://tinyurl.com/SponsorAd22>



**WATER'S
WORTH IT**



1/12/2022 Work Session Agenda Item #12

TOWN OF CARMEL

POLICE DEPARTMENT

60 MCALPIN AVENUE, MAHOPAC, NY 10541

TEL (845)628-1300 FAX (845)628-2597

POLICE@CI.CARMEL.NY.US

ANTHONY HOFFMANN
CHIEF OF POLICE

MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: Tuition Reimbursement – PO Crecco
DATE: January 12, 2021

I respectfully request that the Town Board grant approval for Police Officer Sandy Crecco's college tuition reimbursement request. This request includes payment for 8 credits taken at SUNY Empire College. The total amount of tuition, fees and required books for this request is \$2,697.23, of which \$1,348.62 is reimbursable as per the current PBA contract. To date, PO Crecco has earned 111 college credits toward a bachelor's degree in a police related field of study. PO Crecco will continue his studies with the ultimate goal of achieving his Bachelor of Science degree in Sociology.

Supporting documentation from SUNY Empire State College is attached.

Submitted for your consideration and approval.

A handwritten signature in black ink, appearing to read "Anthony Hoffmann", written over a horizontal line.

Chief Anthony Hoffmann

(/StudentSelfService/)

Sandy Crecco

View Grades

Student Grades - Sandy Crecco [REDACTED]

Fall 2021 Undergraduate

GPA Summary View Details			
4.00	4.00	0.00	4.00
Selected Term	Institutional	Transfer	Overall

Primary Curriculum View Details	
Level :	Undergraduate
College :	Sch of Undergraduate Studies
Degree :	Bachelor of Arts
Program :	BA

Course Work

[Search by Course Title or Subject Code](#)

Subject	Course Title	Campus	Midterm Grade	Final Grade	Attempted Hours	Earned Hours	GPA Hours	Quality Points	CRN	Action
CRJS 3005, 01	Alternatives to Incarceration	ONL		A	4.000	4.000	4.000	16.00	80163	
SOCI 3010, 01	Aging & Society	ONL		A	4.000	4.000	4.000	16.00	80747	

School Logo

STATEMENT DATE	DUE DATE	AMOUNT DUE
08/02/2021	xx/xxxx	\$2,608.60

Student Accounts
111 West Avenue
Saratoga Springs, NY 12866
Tel: 518-587-2100

<http://www.asc.edu/StudentAccounts>

Mr. Sandy Crecco



Account Statement

TERM	DATE	DESCRIPTION	CHARGES	CREDITS
		* PREVIOUS BILLED BALANCE *	\$ 0.00	
		- CURRENT CHARGES -		
202110	12/31/2020	Technology Fee	\$ 185.00	
	12/31/2020	Health & Wellness Fee	\$ 15.00	
	12/31/2020	College Fee	\$ 6.80	
	12/31/2020	Student Activity Fee	\$ 35.00	
	12/31/2020	Portfolio Fee	\$ 315.00	
	12/31/2020	Tuition	\$ 1,180.00	
	12/31/2020	Portfolio Fee	\$ -315.00	
	12/31/2020	College Fee	\$ 6.80	
	12/31/2020	Tuition	\$ 1,180.00	
Fall 2021	09/07/2021	Technology Fee	\$ 185.00	
	09/07/2021	Health & Wellness Fee	\$ 15.00	
	09/07/2021	College Fee	\$ 13.60	
	09/07/2021	Student Activity Fee	\$ 35.00	
	09/07/2021	Tuition	\$ 2,360.00	
		- CURRENT PAYMENTS -		
202110	01/12/2021	Credit Card		\$ 2,608.60
		* CURRENT BILLED BALANCE *	\$ 2,608.60	



ISBN: 9781138214750

12/17/2021

09/20/2021

Full refund by:
09/28/2021



Community Corrections

ISBN: 9781452256634

Due on:
12/17/2021

\$48.49

Arriving:
09/15/2021

Full refund by:
09/28/2021



Can't We Talk about Something More Pleasant?

ISBN: 9781632861016

Due on:
12/17/2021

\$11.99

Arriving:
09/15/2021

Full refund by:
09/28/2021

Courtesy eTextbook for 7 days



Community Corrections

ISBN: 9781452256467

FREE

eTextbook
READ NOW

Subtotal: \$81.97

Shipping: FREE

Total Tax: \$6.66

TOTAL: \$88.63

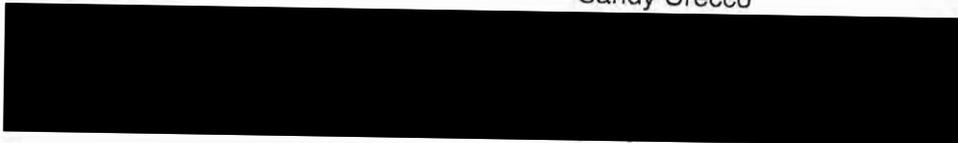
YOUR DETAILS

Billing Address

sandy crecco

Shipping Address

Sandy Crecco



NEED EXTRA HELP?



1/12/2022 Work Session Agenda Item #13

TOWN OF CARMEL

POLICE DEPARTMENT

60 MCALPIN AVENUE, MAHOPAC, NY 10541

TEL (845)628-1300 FAX (845)628-2597

POLICE@CI.CARMEL.NY.US

ANTHONY HOFFMANN
CHIEF OF POLICE

January 3, 2022

To Whom It May Concern:

The Town of Carmel Police Department is in the process of requesting proposals for the dry cleaning and alteration/repair of the department's uniforms. Please review the attached bid specifications and if you have questions, you may contact our Administrative Assistant, Mrs. Lisa Chicorikas, at 845-628-1300.

The Town of Carmel has the option to choose the vendor that would best serve the interest of the Department.

The Town of Carmel has the exclusive option to renew the awarded contract for up to three (3) additional one year extensions. The Town will give thirty (30) days written notice to the vendor for each and every additional one (1) year extension. Any such extension will also be accepted by the vendor within said thirty (30) day notice period.

Thank You,

Anthony Hoffmann
Chief of Police

2022
TOWN OF CARMEL POLICE DEPARTMENT
BID SPECIFICATIONS
FOR UNIFORM CLEANING BID

The one unit * price is for the dry cleaning of the following articles comprising a police uniform and a civilian suit.

* One unit shall consist of EITHER a shirt, OR a (1) pair of pants, OR a jacket, OR a tie, OR a skirt, OR a sweater, OR a uniform hat.

The bid includes the replacing of missing buttons; said missing buttons and necessary stitching - thread must match the originally placed button(s) and stitching thread. The price for alterations of pants is for one pair (two legs). The price for patch alteration includes initial sewing on or removal of a pair of department patches or other department insignia (ex. sergeant's stripes).

Billing invoices must be submitted monthly.

The business must be located in the Town of Carmel, and must be open at least five (5) days a week from 8 am to 5 pm for pick up and drop off.

The Town of Carmel has the exclusive option to renew the awarded contract for up to three (3) additional one year extensions. The Town will give thirty (30) days written notice to the vendor for each and every additional one (1) year extension. Any such extension will also be accepted by the vendor within said thirty (30) day notice period.

=====

BID FORM

My one (1) unit bid is _____ \$ _____.
(written form)

My bid for **pants** alteration is _____ \$ _____.
(Lengthen/shorten legs) (written form)

My bid for **patch** alteration is _____ \$ _____.
(Sewing/removal of pair of department patch or rank insignia) (written form)

Legal name of bidder: _____

A/k/a (if applicable): _____

Address: _____

Telephone # (____) _____ - _____ Email: _____

Print Representative's name: _____

(Representative's signature)

Date: _____, 20____



TOWN OF CARMEL
POLICE DEPARTMENT
60 MCALPIN AVENUE, MAHOPAC, NY 10541
TEL (845)628-1300 FAX (845)628-2597
POLICE@CI.CARMEL.NY.US

ANTHONY HOFFMANN
CHIEF OF POLICE

MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: Renewal of NYS Gasoline Contract
DATE: January 3, 2022

Please be advised, New York State Office of General Services contract PC68456 for which the Town of Carmel utilized for the purchase of gasoline for town fleet vehicles, expired on December 16, 2021.

NYS OGS Contract PC68456 has been replaced with NYS OGS Contract PC69516 with the same vendor, Global Montello Group Corp. of Waltham, Massachusetts. This contract is in effect from December 17, 2021 to December 14, 2023. For Putnam County it appears that the contract details remain unchanged other than the updates to the contract period.

Attached is a printout of pertinent information relating to the updated contract, with vendor and current pricing for Putnam County. The full contract award is available online at:

<https://online.ogs.ny.gov/purchase/spg/pdfdocs/0560023237a.pdf>

This procurement conforms to the guidelines of the Town of Carmel Procurement Policy Section VI. "Piggybacking" and NYS GML 103(16).

In light of this contract update, I request a resolution updating the town's purchase of gasoline for fleet vehicles to NYS OGS Contract PC69516 from the contract vendor, Global Montello Group Corp. effective until December 14, 2023.

Respectfully submitted,



Chief Anthony Hoffmann



Office of General Services
Procurement Services

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

Contract Award Notification

Title	:	Group 05600 – Gasoline & E-85 (Statewide) Classification Code(s): 15
Award Number	:	<u>23237</u> (Replaces Awards 23092 & 23215)
Contract Period	:	December 17, 2021 – December 14, 2023
Bid Opening Date	:	October 21, 2021
Date of Issue	:	December 10, 2021
Specification Reference	:	As Incorporated Herein
Contractor Information	:	Appears on Pages 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Bryant Kirk Title : Contract Management Specialist 2 Phone : 518-402-3021 E-mail : Bryant.Kirk@ogs.ny.gov	Procurement Services - Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to an Authorized User's storage facility for use in the Authorized User's own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein. For current contract prices, please go to the Pricing Information link on the Award page.

There are 0% SDVOB participation goals on this contract.
There are 0% MWBE participation goals on this contract.

Links to the base contract, current prices, updates, and delivery schedules are located on the Award page at: <http://online.ogs.ny.gov/purchase/spg/awards/0560023237CAN.HTM>

<p>PC69516</p>	<p>Global Montello Group Corp. 8000 South Street Waltham, MA 02454</p>	<p>Bid Department Bid Personnel Phone: 781-398-4003 Email: bids@globalp.com</p> <p><u>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</u> 24/7/365 Dispatch Department Dispatch Personnel Toll-Free: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p><u>Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:</u> Dispatch Department Toll-Free: 800-826-5686 Email: smartbuydispatch@globalp.com</p> <p><u>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</u> Mark Romaine Chief Operating Officer Phone: 781-398-4003 Email: MRomaine@globalp.com</p>	<p>043443028 1100005467</p>
<p>PC69517</p>	<p>Goetz Energy Corp. dba Kurk Fuel Company 1319 Military Road Buffalo, NY 14217</p>	<p>Mary Burke Fuels Account Manager Phone: 716-824-1298 Email: MBurke@kurkfuel.com</p> <p><u>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</u> M-F 8am-5pm Mary Burke Fuels Account Manager Phone: 716-824-1298 Email: MBurke@kurkfuel.com</p> <p><u>Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:</u> Mary Burke Fuels Account Manager Phone: 716-824-1298 Cell: 716-867-9547 Email: MBurke@kurkfuel.com</p> <p><u>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</u> Mike Asher Dispatch Phone: 716-876-4324 Cell: 716-480-3316 Email: customerservice@goetzenergy.com</p>	<p>160450990 1000007438</p>

Continued

County	Fuel Type	Bid Price	Volume Discount	Contractor
Oswego	Gas Regular	\$2.5397	\$0.0650	NOCO Energy
Oswego	Gas Mid Range	\$2.6175	\$0.0650	NOCO Energy
Otsego	Gas Regular	\$2.4692	\$0.0000	Buell Fuel
Putnam	OPRG (E) Gas Regular	\$2.5105	\$0.0000	Global Montello
Putnam	OPRG (E) Gas Mid Range	\$2.5564	\$0.0000	Global Montello
Putnam	OPRG (E) Gas Premium	\$2.6422	\$0.0000	Global Montello
Queens	OPRG (E) Gas Regular	\$2.3744	\$0.0000	Sprague Operating
Queens	OPRG (E) Gas Mid Range	\$2.4352	\$0.0000	Sprague Operating
Queens	OPRG (E) Gas Premium	\$2.4960	\$0.0000	Sprague Operating
Rensselaer	Flex Fuel (E-85)	\$2.5432	\$0.0000	Global Montello
Rensselaer	Gas Regular	\$2.3753	\$0.0000	Global Montello
Rensselaer	Gas Mid Range	\$2.4373	\$0.0000	Global Montello
Richmond	OPRG (E) Gas Regular	No Bid	N/A	N/A
Rockland	Flex Fuel (E-85)	\$2.5614	\$0.0000	Global Montello
Rockland	OPRG (E) Gas Regular	\$2.5044	\$0.0000	Global Montello
Rockland	OPRG (E) Gas Mid Range	\$2.5503	\$0.0000	Global Montello
Rockland	OPRG (E) Gas Premium	\$2.6361	\$0.0000	Global Montello
Saratoga	Gas Regular	\$2.4216	\$0.0000	Global Montello
Saratoga	Gas Mid Range	\$2.4936	\$0.0000	Global Montello
Saratoga	Gas Premium	\$2.6576	\$0.0000	Global Montello
Schenectady	Gas Regular	\$2.4248	\$0.0000	Global Montello
Schenectady	Gas Mid Range	\$2.4368	\$0.0000	Global Montello
Schoharie	Gas Regular	\$2.4152	\$0.0000	Buell Fuel
Schuyler	Gas Regular	\$2.5917	\$0.0000	Sunoco LP
Seneca	Flex Fuel (E-85)	No Bid	N/A	N/A
Seneca	Gas Regular	\$2.7447	\$0.0000	Buell Fuel
Seneca	Gas Mid Range	\$2.8430	\$0.0000	Buell Fuel
Seneca	Gas Premium	\$2.9647	\$0.0000	Buell Fuel
St. Lawrence	Flex Fuel (E-85)	No Bid	N/A	N/A
St. Lawrence	Gas Regular	\$2.5602	\$0.1000	MX Petroleum
Steuben	Gas Regular	\$2.5717	\$0.0000	Sunoco LP
Steuben	Gas Mid Range	\$2.6695	\$0.0000	Sunoco LP
Suffolk	Flex Fuel (E-85)	\$2.5415	\$0.0000	Sprague Operating
Suffolk	OPRG (E) Gas Regular	\$2.3304	\$0.0000	Sprague Operating
Suffolk	OPRG (E) Gas Mid Range	\$2.3912	\$0.0000	Sprague Operating
Suffolk	OPRG (E) Gas Premium	\$2.4520	\$0.0000	Sprague Operating
Sullivan	Gas Regular	\$2.4531	\$0.0000	Global Montello
Tioga	Gas Regular	\$2.7502	\$0.0000	Mirabito Energy
Tompkins	Gas Regular	\$2.4897	\$0.0000	Buell Fuel
Ulster	Gas Regular	\$2.4133	\$0.0000	Global Montello
Ulster	Gas Mid Range	\$2.4753	\$0.0000	Global Montello
Ulster	Gas Premium	\$2.6093	\$0.0000	Global Montello
Warren	Gas Regular	\$2.4050	\$0.0000	Global Montello

Continued



1/12/2022 Work Session Agenda Item #15

TOWN OF CARMEL

POLICE DEPARTMENT

60 MCALPIN AVENUE, MAHOPAC, NY 10541

TEL (845)628-1300 FAX (845)628-2597

POLICE@CI.CARMEL.NY.US

ANTHONY HOFFMANN
CHIEF OF POLICE

MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: Request to Purchase Uniforms
DATE: January 12, 2022

Please be advised, our contract to purchase police uniforms expired on December 31, 2021. Unfortunately, we experienced significant delays from our uniform vendor even in addition to the supply chain challenges seen in light of the COVID pandemic. Given these circumstances, we do not wish to extend the uniform contract to the current vendor for 2022.

NYS OGS Contract PC 69021 for statewide Hazardous Incident Response Equipment contains all of the current uniform items authorized for wear by the CPD. The contract vendor for these items is Galls, LLC of Lexington, Kentucky. We currently utilize Galls for non-uniform equipment and we are satisfied with their service and lead times. Pricing is comparable or better to the current vendor, and Galls has offered us an additional 15% off on any non-uniform equipment items if we use them as our uniform vendor.

Purchasing our uniform items under NYS OGS contract PC 69021 conforms to the Town of Carmel Procurement Policy Section VI. "Piggybacking" and NYS GML 103 (16) as this contract is available statewide to municipalities in New York State. This contract runs through May 31, 2025. Contract and vendor information are attached to this memo.

I respectfully request authorization, effective immediately, to purchase police uniforms from the NYS contract vendor, Galls, LLC of Lexington, Kentucky.

Submitted for your review and approval.

Chief Anthony Hoffmann



Contractor Information Summary

Updated: January 06, 2021

Group 38232 - HAZARDOUS INCIDENT RESPONSE EQUIPMENT (HIRE) STATEWIDE		
Award Number: <u>23173</u>	Contract Period	June 01, 2020 - May 31, 2025

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC69017	Common Cents EMS Supply, LLC 304 Boston Post Rd, Ste 2 Old Saybrook, CT 06475	Federal ID: 10-0001427 NYS Vendor ID: 1100133302
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69018	DiVal Safety Equipment, Inc. 1721 Niagara St. Buffalo, NY 14207	Federal ID: 16-1104585 NYS Vendor ID: 1000003488
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69020	Federal Resources Supply Company 235G Log Canoe Circle Stevensville, MD 21666	Federal ID: 52-2133636 NYS Vendor ID: 1000044935
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69021	Galls, LLC 1340 Russell Cave Road Lexington, KY 40505	Federal ID: 20-3545989 NYS Vendor ID: 1000040127
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69022 WB SB	Hi-Tech Fire & Safety, Inc. 158 Allen Blvd, Suite A Farmingdale, NY 11735	Federal ID: 11-2984005 NYS Vendor ID: 1000024515
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69023	Laerdal Medical Corporation 167 Myers Corners Road Wappingers Falls, NY 12590	Federal ID: 13-2587752 NYS Vendor ID: 1000026166
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69024 WB	LAURUS Systems, Inc. 3460 Ellicott Center Dr. Suite 101 Ellicott City, MD 21043	Federal ID: 52-2326481 NYS Vendor ID: 1000009468
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>

Contractor Information - 23173 Hazardous Incident Response Equipment (HIRE) (Statewide)

Contractor Company Name:	Galls, LLC		
Manufacturer Product Lines (Name) Add additional lines, as needed	5 11 Tactical Armor Express Blauer Coast Earhugger Elbeco Fechheimer- Flying Cross and Vertx First Tactical Galls, LLC Haix Merell Propper Revision Military Tru-Spec Vista Outdoor Under Armour Bates		
HS AEL Categories Offered from Matrix (ie. 1-21):	1		
New York State Contract #:	PC69021		
FEIN/TIN:	20-3545989		
YS Vendor ID#:	1000040127		
Minority or Women Owned Business Enterprise (M/WBE):	No		
Service Disabled Veteran Owned Business (SDVOB):	No		
YS Small Business:	No		
Main Contact:	Amelia Smeltzer		
Phone:	859-800-1400		
Email:	smeltzer-amelia@galls.com		
Emergency Contact:	Jeff Bush		
Phone:	859-800-1265		
Email:	bush-jeffrey@galls.com		
For Orders:	Van Futrell		
Phone:	859-800-1355 ext 201312		
Email:	futrell-van@galls.com		
Website:	www.galls.com		
Prompt Payment Discount:	No		
Prompt Payment Discount Terms: (if applicable)			
Are Volume Discounts Offered?	Volume Discount \$XXX-\$XXX	Volume Discount \$XXX-\$XXX	Volume Discount \$XXXX-\$XXXX
No	\$ -	\$ -	\$ -
Authorized Resellers	No		
Authorized Resellers are designated to receive payment directly?	No-No Resellers		
Additional Services offered by Contractor (included on Price List):			
Maintenance:	No		
Calibration:	No		
Training:	No		

Delivery (ARO):	30-90 days
Minimum Order Required?	No
Minimum Order Amount, if applicable:	\$ -
Will honor orders for less than the minimum order? Contractor will honor orders for less than the minimum order, is the eight prepaid and added to the invoice or at no charge?	
Accepts NYS Procurement Card for orders up to \$15,000	Yes
no, what limit(s) for NYS Procurement Card?	\$ -
Additional Discounts given for Use of Procurement Card? (%):	0%
Restocking Fee for non-resalable items only (% of net price):	0%
Manufacturer's Warranty (if applicable):	Minimum of 1 year for each product



1/12/2022 Work Session Agenda Item #16

TOWN OF CARMEL

POLICE DEPARTMENT

60 MCALPIN AVENUE, MAHOPAC, NY 10541

TEL (845)628-1300 FAX (845)628-2597

POLICE@CI.CARMEL.NY.US

ANTHONY HOFFMANN
CHIEF OF POLICE

MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: Police Vehicle Upfitting – 2021 Patrol Vehicle
DATE: January 12, 2022

As you are aware, CPD placed our 2021 vehicle order at the beginning of April 2021. As of this date, we have received only 2 of the 3 vehicles ordered. The two Ford Police Interceptor Utility Hybrids we ordered were delivered in early November. Pandemic related delays contributed to the extended delivery time for these vehicles as well as the yet to be delivered Jeep for our Detective Division. Since that time we have been researching and gathering price quotes from different vendors to perform upfitting services for required emergency equipment – lights, sirens and other protective equipment.

From our research, we have determined that CMJ Emergency Lighting of Copiague, New York is the best vendor for our needs for this upfit project. This company performs upfit services for both large agencies like Suffolk County, and much smaller municipalities such as Head of the Harbor, New York, a 3 square mile village on the north shore of Long Island. They also utilize all of the products we have requested in our requirements. Finally, their proposal for our marked Ford Utility vehicle was \$13,591.33, the lowest among the four quotes we received.

This project conforms to the requirements of Town of Carmel Procurement Policy and NYS GML 104(b) in that the project total is less than \$20,000. and we have received at least three competitive quotes (attached) from different vendors based on our requirement requests. Funding for the project was previously allocated in the 2021 CPD equipment budget.

Therefore, I respectfully request authorization to proceed with an order in the amount of \$13,591.33 to CMJ Emergency Lighting of Copiague, NY for the emergency equipment upfitting of our marked 2021 Ford Police Interceptor Utility vehicle.

Submitted for your review and approval.

Chief Anthony Hoffmann



CMJ EMERGENCY LIGHTING

1385 Akron Street
Copiague, NY 11726
(516) 234-3588
cmjemergencylighting@gmail.com
www.facebook.com/cmjlighting



ADDRESS

TOWN OF CARMEL PD
CHIEF ANTHONY HOFFMAN
60 MCAPLIN AVENUE
MAHOPAC, NY 10541

SHIP TO

TOWN OF CARMEL PD
CHIEF ANTHONY HOFFMAN
60 MCAPLIN AVENUE
MAHOPAC, NY 10541

Estimate 2421

DATE 12/31/2021

MARKED VEHICLE

DATE	DESCRIPTION	QTY	RATE	AMOUNT
GB2####- PROMO	WHELEN LEGACY DUO LIGHT BAR, 54" PROMO CONFIGURATION ONLY	1	2,450.00	2,450.00
CCSRN36	WHELEN CENCOM CARBIDE, HANDHELD CONTROLLER	1	495.00	495.00
HWLFE29	WHELEN HOWLER SYSTEM, SINGLE SPEAKER, FORD INT UTILITY	1	350.00	350.00
LINSV2R	WHELEN UNDER SIDE VIEW MIRROR MOUNT LIGHTS	2	128.00	256.00
LSVBKT50	WHELEN LINSV2 UNDER MIRROR BRKTS, PAIR	1	16.20	16.20
PS#02FCR	WHELEN STIP LITE PLUS SERIES LED, DUO PSD02FCR	2	97.20	194.40
C-VS-1012-INUT	HAVIS VEHICLE SPECIFIC CENTER CONSOLE, 2020 FORD INT UTILITY	1	366.00	366.00
SPECIAL ORDER ITEM	C-PM-124 - HAVIS PRINTER MOUNT	1	157.17	157.17
C-ARM-108	HAVIS FOLD AND SWING ARM REST	1	151.00	151.00
CUP2-1001	HAVIS NEW SELF ADJUSTING CUP HOLDER	1	45.56	45.56
C-LP2-PS1-USB	HAVIS 2 Lighter Plug Outlet W/ 1 USB Cut Outs	1	92.50	92.50

DATE	DESCRIPTION	QTY	RATE	AMOUNT
SPECIAL ORDER ITEM	DS-PAN-432-2 - HAVIS PANASONIC DOCKING STATION W/ POWER SUPPLY	1	960.00	960.00
C-MD-119	HAVIS 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	1	244.00	244.00
CG-X	HAVIS CHARGE GAURD	1	70.00	70.00
SPECIAL ORDER ITEM	P1000UNIT20AOSB-W - PROGARD 1/2 PRISONER CAGE WITH OUTBOARD SEAT BELTS, FLOOR PAN, WINDOW GAURDS,	1	2,297.00	2,297.00
SPECIAL ORDER ITEM	GPC4713D-H - PROGARD DUAL GUN RACK	1	443.00	443.00
SPECIAL ORDER ITEM	PB4720HDL004 - PROGARD PUSH BUMPER FOR FORD INT UTILITY W/ 4 DUO WHELEN IONS	1	1,098.00	1,098.00
SPECIAL ORDER ITEM	WB47NPUNIT20 - PAIR, STEEL WINDOW BARS	1	205.50	205.50
WIREKIT	WIRE KIT	1	250.00	250.00
INSTALLATION	INSTALLATION	1	3,000.00	3,000.00

Thank you for the business. Please keep us in mind for all of
your future Whelen, Havis, Pro-gard, or Command Box needs.

SUBTOTAL	13,141.33
TAX	0.00
SHIPPING	450.00

TOTAL	\$13,591.33
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Accepted By

Accepted Date

THE CRUISERS DIVISION

420 MOUNT PLEASANT AVE, MAMARONECK, NY 10543
914-381-7700 · www.copcars.net
POLICE · DPW · VEHICLES EQUIPMENT · FIRE · EMS

12/13/21
Town of Carmel Police Dept.
60 McAlpin Avenue
Mahopac, NY 10541
Attn: Chief of Police

2020-21 Marked Ford Interceptor Utility Hybrid							
Part	Quan.	List	Cost	Discount	Over Cost	Price	Extended
Additional Parts and Labor:							
Parts: Dutchess County Contract RFB-DCP-99-18							
Labor: Westchester County Contract 5689BPS							
C399 Whelen Core System	1	\$1,180.00		-44.20%		\$658.44	\$ 658.44
C399K1 Whelen Core System OBDII	1	\$146.00		-44.20%		\$81.47	\$ 81.47
CCCTL7 Whelen Core System Controller	1	\$394.00		-44.20%		\$219.85	\$ 219.86
CEM16 Whelen Core Expansion	1	\$243.00		-44.20%		\$135.59	\$ 135.60
EB8**** – Whelen Legacy Solo Lightbar with Duo Rear	1	\$4,337.00		-44.20%		\$2,420.05	\$ 2,420.05
SA315P, SAK66D— Siren Speaker and Bracket	1	\$369.00		-44.20%		\$205.90	\$ 205.91
CHWLFE29 – Whelen Howler	1	\$609.00		-44.20%		\$339.822	\$ 339.83
C-VS-1012-INUT Console	1	\$523.24		-30.00%		\$366.268	\$ 366.27
CUP2-1001	1	\$65.09		-30.00%		\$45.563	\$ 45.57
C_MCB Mic Bracket	2	\$18.17		-30.00%		\$12.719	\$ 25.44
C-ARPB-1014 Arm Rest Printer Holder	1	\$320.87		-30.00%		\$224.609	\$ 224.61
T-TTP-INUT-4 Havis Electronic Tray	1	\$317.54		-30.00%		\$222.278	\$ 222.28
C-TTP-INUT-1201 Havis Raised Floor	1	\$886.83		-30.00%		\$620.781	\$ 620.79
VTX609C— Whelen White Vertex Headlight Front Cutouts	2	\$113.00		-44.20%		\$63.05	\$ 126.12
VTX609ADAPT— Whelen Adapters	2	\$10.00		-44.20%		\$5.58	\$ 11.16
VTX609C – White Vertex in Reverse Lights	2	\$113.00		-44.20%		\$63.05	\$ 126.12
VTX609R – Red Vertex in Taillights	2	\$113.00		-44.20%		\$63.05	\$ 126.12
LINSV2R, Whelen Blue Led's Under Side Mirrors	2	\$245.00		-44.20%		\$136.710	\$ 273.42
LSVBKT50 Whelen Mirror Brackets	1	\$26.00		-44.20%		\$14.508	\$ 14.51
I2J – Red/Blue Ion Duo's inside rear window	2	\$171.00		-44.20%		\$95.42	\$ 190.84
PB4720HDL004 Push Bumper with 4 Red Led's	1	\$1,368.00		-10.00%		\$1,231.20	\$ 1,231.20
P1000UINT20AOSB - Pro Gard Single Compartment Transport with Outboard Seat Belt	1	\$2,862.00		-10.00%		\$2,575.80	\$ 2,575.80
MPS-300U-R – Federal Red led's at Hatch edge	2	\$127.00		-44.20%		\$70.87	\$ 141.74
Install Customer supplied 2 Way Radio	1					\$0.00	\$ -
Hot, and Ignition Fuse Blocks with Ground Stud in console and on trunk tray	1					\$100.00	\$ 100.00
Misc. Installation Accessories (Wire, Connectors Etc.)	1					\$250.00	\$ 250.00
Pandemic Frt.	1	\$250.00				\$250.00	\$ 250.00
Labor	38.00 hr	\$115.76/hr				\$115.76	\$ 4,398.88
Additional Parts and Labor Total							\$ 15,382.03
						Total	\$ 15,382.03

Optional Equipment

L-Tron Scanner	1		\$339.00		15.00%	\$389.85	\$ 389.85
Brother Pocket Jet printer	1		\$340.00		15.00%	\$391.00	\$ 391.00
SC-6 #2, — Santa Cruz Gun	1	\$187.99		-10.00%		\$169.19	\$ 169.20
LCK046Y — Cruisers Gun Lock Bracket	1		\$175.75		15.00%	\$202.11	\$ 202.12
I2J (2)— Red/Blue Ion Duo's inside side window	2	\$171.00		-44.20%		\$95.42	\$ 190.84
Magnetic Mic Clip	3		\$26.84		15.00%	\$30.87	\$ 92.61
92998, 27453 — Antenna Cable Kit, Antenna mast	1		\$42.98		15.00%	\$49.43	\$ 49.43
Havis Charge Guard	1	\$101.97		-30.00%		\$71.38	\$ 71.38
Striping and Lettering	1	\$950.00				\$950.00	\$ 950.00

Additional labor will be required on these Option

PO to:
VANCE COUNTRY FORD
PO BOX # 400
Guthrie, OK 73044
Mamaroneck, NY 10543

Respectfully Submitted
Gary Gerstein

Notes
I added a Printer Holder Arm Rest so It is ready
I added Outboard Seat Belts. Much Safer for the Officer

QUOTE



HUDSON VALLEY PUBLIC SAFETY LIGHTING

53 WEST CEDAR STREET * POUGHKEEPSIE, NY 12601
(845) - 452-5800, FAX (845) - 471-5593

WWW.NYCOMCO.COM

We are pleased to submit the following quote for your consideration.

Quote	282641 - 00
Sales Reps.	21
Date	11/18/21
PO:	
Prices firm for 60 days.	

Bill to: 3230

Ship to: 3230

CARMEL PD TWN 60 MCALPIN AVENUE MAHOPAC 845 628-1300	NY 10541
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CARMEL PD TWN 60 MCALPIN AVENUE MAHOPAC 845 628-1300	NY 10541
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Contact: STEPHEN MCCABE

Contact Phone: 845-628-1300

Seq#	Qty	Item number	Unit Price	U/M	Extension
			Item Description		
1		FORD UTILITY UPFIT MARKED			
1A		LIGHT BAR/SIREN/CONTROLLER			
1B	1.00	54" LEGACY LIGHT BAR	3650.0000	EA	3,650.00
1C	1.00	CENCOM CORE WHELEN LIGHTING	.0000	EA	.00
1D	1.00	WeCanX KNOB/SLIDE CONTROL HEAD	.0000	EA	.00
1E	1.00	OBDII CANPORT CABLE KIT FORD	.0000	EA	.00
1F	1.00	100 WATT SIREN SPEAKER	.0000	EA	.00
1G	1.00	SA-315 MT KIT EXPLORER DRVR	.0000	EA	.00
2		HOWLER			
2A	1.00	SIREN AMP FOR 21 UTILITY	477.0000		477.00
3		PUSH BUMPER			
3A	1.00	PB450L LIGHTED PUSH BUMPER	1045.0000	EA	1,045.00
3B	1.00	TRACER DUO -LAMP HOUSING	450.0000	EA	450.00
4		UNDER MIRROR LIGHTS			
4A	2.00	LINZ V-Series RED Surface Mnt	194.0000	EA	388.00
4B	1.00	LINSV MIRROR MT KIT 20 UTILITY	20.5000	EA	20.50
5		CONSOLE			

QUOTE



HUDSON VALLEY PUBLIC SAFETY LIGHTING

53 WEST CEDAR STREET * POUGHKEEPSIE, NY 12601
(845) - 452-5800, FAX (845) - 471-5593

WWW.NYCOMCO.COM

We are pleased to submit the following quote for your consideration.

Quote	282641 - 00
Sales Reps.	21
Date	11/18/21
PO:	
Prices firm for 60 days.	

Bill to: 3230

Ship to: 3230

CARMEL PD TWN 60 MCALPIN AVENUE MAHOPAC 845 628-1300	NY 10541
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CARMEL PD TWN 60 MCALPIN AVENUE MAHOPAC 845 628-1300	NY 10541
---	----------

Contact: STEPHEN MCCABE

Contact Phone: 845-628-1300

Seq#	Qty	Item number	Unit Price	U/M	Extension
			Item Description		
5A	1.00		406.0000	EA	406.00
		CONSOLE FOR 2020-2021 UTILITY			
5B	1.00		175.0000	EA	175.00
		POCKETJET PRINTER MOUNT FOR UTILITY			
5C	1.00		116.0000	EA	116.00
		ARM REST-TOP MOUNT, CONSOLE, LARGE PAD			
5D	1.00		48.0000	EA	48.00
		SELF ADJUSTING CUP HOLDER			
6		LAPTOP DOCKING STATION			
6A	1.00		1072.0000	EA	1,072.00
		DOCKING STATION W/PWR SUPPLY FOR TOUGHBOOK			
6B	1.00		147.0000	EA	147.00
		8.5" Telespng Pole side mtn			
6C	1.00		273.0000	EA	273.00
		11" SLIDE OUT LOCKING SWING ARM W/ LOW PROFILE			
7		PARTITION/PRISONER TRANSPORT			
7A	1.00		2860.0000		2,860.00
		SINGLE COMPARTMENT PRO CELL			
7B	1.00		256.0000		256.00
		STEEL WINDOW BARS			
8		INSTALLATION			
9	1.00		325.0000	EA	325.00
		12 VOLT ELECTRICAL PACKAGE WITH CHARGE GUARD			
10	1.00		3600.0000	HR	3,600.00
		LIGHTING SHOP SERVICE			

COMMENTS:

PRICING IS FOR 2022 FORD UTILITY INTERCEPTOR

PRICING IS BASED OFF BID SPEC PROVIDED

QUOTE



HUDSON VALLEY PUBLIC SAFETY LIGHTING

53 WEST CEDAR STREET * POUGHKEEPSIE, NY 12601
(845) - 452-5800, FAX (845) - 471-5593

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CARMEL PD TWN 60 MCALPIN AVENUE MAHOPAC NY 10541 845 628-1300
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CARMEL PD TWN 60 MCALPIN AVENUE MAHOPAC NY 10541 845 628-1300
--

Contact: STEPHEN MCCABE

Contact Phone: 845-628-1300

Seq#	Qty	Item number	Unit Price	U/M	Extension
			Item Description		
				Subtotal . . .	15,308.50
		ANY DEVIATION FROM SPEC MAY ALTER COST		Freight00
				Total Amount	15,308.50

Signature/Delivery: _____ Date: _____

Please Print Name: _____

MAGPRO
Services, LLC
 20 Day Road
 Carmel, NY 10512



Ph 845-225-2304
 Fax 845-225-2306
 magproservice@yahoo.com
 MAGPROSERVICE.COM

Estimate

Date	Estimate #
12/29/2021	00828

Client
Town of Carmel Police Dept 628-1500 Stephen McCabe

Description	Qty	Rate	Total
Thank you for the opportunity to quote your new MARKED police vehicle. As a local vendor we are here for the department well after completed vehicle delivery. MAG PRO offers a lifetime warranty on the electrical installation on all of their builds.* Equipment specified by department:			
Whelen Lightbar Legacy Duo 54 inch as per spec sheet	1	1,995.56	1,995.56T
Whelen Cencom Siren / control Includes 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob. Manual, Airhorn Plus 3 Traffic Advisor™ Switches and Microphone	1	895.00	895.00T
Whelen 100 watt speaker and mount	1	189.00	189.00T
Whelen Howler system 1 speaker with mount for 2021 Ford PI	1	459.66	459.66T
Whelen mirror strobes w puddle lights LINSV2R	2	195.00	390.00T
Whelen mirror strobe mounting bracket 2021 Ford PI	2	19.99	39.98T
Pro-Gard Heavy Duty Push Bar w Whelen Ion Duo strobes (smoked) Red/ Blu PG_PB4720HDL004	1	1,399.00	1,399.00T
Whelen Strip light Red / White for sides of push bar PSD02FCR	2	120.00	240.00T
HAVIS High angle console C-VS-1012-INUT	1	575.39	575.39T
Printer mount, brother C-PM-124	1	174.99	174.99T

All work done at customer's request. No warranty expressed or implied. No returns on special order or electrical parts. Any piece of equipment not paid for or picked up within 2 days of notification will incur storage fees, unless arrangements made. After 30 days the item will be considered abandoned property. All if any manufactures' warranties are set forth by their respective company and honored by the manufacture. Additional charges may and will be incurred for additional work. \$35 returned check fee. Estimate only, no work will be started until customer approval	Subtotal
	Sales Tax (0.0%)
	Total

MAGPRO

Services, LLC

20 Day Road
Carmel, NY 10512



Ph 845-225-2304
Fax 845-225-2306
magproservice@yahoo.com
MAGPROSERVICE.COM

Estimate

Date	Estimate #
12/29/2021	00828

Client

Town of Carmel
Police Dept
628-1500
Stephen McCabe

Description	Qty	Rate	Total
Armrest, swing away-flip up C-ARM-108	1	129.45	129.45T
Cup holder, self adj CUP2-1001	1	59.99	59.99T
Power outlets 12vdc (2) & USB (1) C-LP2-PS1-USB	1	125.87	125.87T
Docking Station, Panasonic TB 54 / 55 with power adapter and antenna pass through DS-PAN-432-2	1	997.98	997.98T
Slide out locking swing arm motion adapter 11 in C-MD-119	1	279.99	279.99T
Charge Gaurd CG-X	1	89.99	89.99T
PRO-Gard 1/2 barrier P1000 series with wire window cargo barrier, floor pan, door covers, center divider, lower panel, outboard seat belts P1000UIN20AOSB-W 2021 Ford PI	1	3,759.60	3,759.60T
PRO-Gard Dual Gun Rack with locks - Must spec weapons upon approval	1	699.78	699.78T
Pro-Gard Window bars, Steel for OEM panels WB47NPUIN20	1	348.99	348.99T
Fabricated wiring harness and power distribution system	1	495.00	495.00T
misc material, hardware, brackets, ect.	1	250.00	250.00T
Complete installation, integration, & programming of lighting & control systems	1	5,000.00	5,000.00T
In bound Freight charge for special order equipment includes LTL	1	450.00	450.00T

All work done at customer's request. No warranty expressed or implied. No returns on special order or electrical parts. Any piece of equipment not paid for or picked up within 2 days of notification will incur storage fees, unless arrangements made. After 30 days the item will be considered abandoned property. All if any manufactures' warranties are set forth by their respective company and honored by the manufacture. Additional charges may and will be incurred for additional work. \$35 returned check fee.

Estimate only, no work will be started until customer approval

Subtotal

Sales Tax (0.0%)

Total

MAGPRO
Services, LLC
 20 Day Road
 Carmel, NY 10512



Ph 845-225-2304
 Fax 845-225-2306
 magproservice@yahoo.com
 MAGPROSERVICE.COM

Estimate

Date	Estimate #
12/29/2021	00828

Client			
Town of Carmel Police Dept 628-1500 Stephen McCabe			
Description	Qty	Rate	Total
* warranty honored on un-altered electrical system Special order equipment requires initial invoice payment upon approval Lead times vary but range 4 - 8 weeks as per manufactures Estimated completion time of vehicle 2 weeks upon all arrival Price quote good for 30 days from marked date MAGPRO can install any requested electronics into vehicle upon request			

All work done at customer's request. No warranty expressed or implied. No returns on special order or electrical parts. Any piece of equipment not paid for or picked up within 2 days of notification will incur storage fees, unless arrangements made. After 30 days the item will be considered abandoned property. All if any manufactures' warranties are set forth by their respective company and honored by the manufacture. Additional charges may and will be incurred for additional work. \$35 returned check fee. Estimate only, no work will be started until customer approval	Subtotal	\$19,045.22
	Sales Tax (0.0%)	\$0.00
	Total	\$19,045.22