

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

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

KATHLEEN KRAUS
Receiver of Taxes

MICHAEL A. BARILE
Town Councilman
FRANK D. LOMBARDI
Town Councilman
ROBERT S. SCHANIL, JR.
Town Councilman

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

TOWN BOARD VOTING MEETING/WORK SESSION
Wednesday, May 13, 2020 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

Town Board Voting Meeting:

- Accept Town Board Minutes March 25, April 1, 2020
1. Res: Authorize Purchase of Police Body Armor/Ballistic Vests
 2. Res: Declaring Certain Equipment Obsolete and Authorizing Disposal
 3. Res: Award Bid Airport Park and Athletic Complex Site Work Contract Phase III Irrigation Water Supply Contract C264
 4. Res: Acknowledge Performance of Emergency Repairs Carmel Water and Sewer Districts
 5. Res: Authorizing Acceptance of Proposal for Ultraviolet Bulbs, Ballasts and Controllers CSD#2 WWTP
 6. Res: Accepting Proposal and Authorizing Purchase & Installation of Comminutor Equipment CSD#2 WWTP
 7. Res: Authorizing Filing of Annual MS4 Stormwater Report
 8. Res: Authorizing Amendment to Contract for Engineering Services Lake Teakettle Park District & Lake Casse Park District Dam Design and Construction Administration/Management Services
 9. Res: Authorizing Entry into Order on Consent Dam Safety Easement Agreement Respondent/Owner Agreement Lake Mahopac Dam
 10. Res: Authorizing Settlement of Litigation- Homeland Towers
 11. Res: Order Calling Public Hearing for the Increase & Improvement of the Facilities of CSD#1, Town Carmel, NY (6/3/2020)

Town Board Work Session:

- Review of Town Board Minutes, May 6, 2020
1. James Gilchrist, Director of Recreation & Parks –Acknowledgment of Emergency Purchase and Installation - Water Storage Tanks – McDonough Park
 2. Richard Franzetti, PE, Town Engineer –Acknowledgement of Emergency Repairs and Services CWD#4 and CWD#12
 3. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for the Purchase and Installation of Comminutor - CSD#4 Mechanic Street Pump Station
 4. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for the Purchase and Installation of Thickener Supernatant Pump - CSD#2
 5. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for the Purchase and Installation of Signs – Lake Casse Park District
 6. Richard Franzetti, PE, Town Engineer – Consider Amendments to Proposal for Water Tank Rehabilitation Project CWD#s 2,3,8,9,14
- **Town Board Response to Resident Email Questions on Agenda Items/Town Board Announcements**

RESOLUTION #1

RESOLUTION AUTHORIZING PURCHASE OF POLICE BODY ARMOR/BALLISTIC VESTS

RESOLVED that the Town Board of the Town of Carmel, upon the request of Town of Carmel Police Lieutenant Stephen Kunze hereby authorizes the purchase of up to twenty-two (22) units of body armor/ballistic vests at a total cost not to exceed \$30,000.00 from Rescuestuff, Inc, Peekskill, NY, under New York State Bid IFB/RFP #22926; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign all necessary documents to purchase said equipment; and

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

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #2

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

RESOLVED that, upon the recommendation of Town of Carmel Director of Recreation and Parks James R. Gilchrist, the Town Board of the Town of Carmel hereby declares Vehicle #304 (2004 Ford Focus VIN # 1FAFP33Z04W166836) to be obsolete and authorizes its disposal in accordance with Town Law, including but not limited to Town Law §64(2-a).

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #3
RESOLUTION AUTHORIZING AWARD OF BID
AIRPORT PARK AND ATHLETIC COMPLEX SITE WORK CONTRACT
PHASE III IRRIGATION WATER SUPPLY CONTRACT C264

WHEREAS the Town Board of the Town of Carmel has previously authorized the solicitation of bids for the construction of Airport Park and Athletic Complex Phase III Irrigation Water Supply Improvements; and

WHEREAS said bids were received and opened by Town of Carmel Town Clerk Ann Spofford on May 1, 2020 and Consulting Engineer, Insite Engineering, Surveying and Landscape Architecture, P.C. has prepared and forwarded a bid opening memo dated May 4, 2020 to the Town Board, a copy of which is on file in the Office of the Town Clerk;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of the referenced Consulting Engineer hereby awards the aforesaid bid to Amity Construction Corp., Poughkeepsie, NY, the low responsible bidder meeting all specifications at a contract price of \$254,499.00; and

BE IT FURTHER RESOLVED that upon receipt of performance bond, labor and materials bond and insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any other and further documentation necessary to accept such bid and contract for said services.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #4

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

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of the various water and sewer districts of the Town of Carmel, hereby acknowledges the emergency performance of water and sewer district collection system/distribution system and treatment facilities repairs, all as fully detailed in the memoranda of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated April 2, 2020 and April 30, 2020, each as attached hereto and made a part thereof.

Resolution

Offered by: _____

Seconded by: _____

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

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: April 2, 2020

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 in excess of \$5,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Water District 1, 8, 10 and 13
Filter Plant backwash pump discharge
Attached is an invoice in the amount of \$6,130.00 for Bee and Jay to repair and the backwash pump discharge flanges. The work was performed on January 6, 2020.
- Carmel Water District 6 Tomahawk Creek – well pump #2 failure
Attached is invoice in the amount of \$13,149.60 for Bee and Jay Plumbing. Bee and Jay assessed the pump at well #2. It was determined pump had failed and would need to be replaced. This work was performed on January 13, 2020
- Carmel Water District 10 – valve repair
Emergency Valve Repair at Hilltop and Crest Dr.
Attached is an invoice in the amount of \$5,760.00 for Bee and Jay repair the broken valve on February 25 at the intersection of Hilltop and Crest Dr.
- Carmel Water District 12 – Well pump #1 and 2 Failure
Attached is invoice in the amount of \$7,890.00 for Bee and Jay Plumbing. Bee and Jay assessed the pump at well #2. It was determined pump had failed and would need to be replaced This work was performed on March 23, 2020.

04-02--2020

Emergency Repairs/Services

Attached is invoice in the amount of \$7,877.00 for Bee and Jay Plumbing. Bee and Jay assessed the pump at well #1. It was determined pump had failed and would need to be replaced This work was performed on March 24, 2020.

- Carmel Water District 6 – Well pump #1 Failure

Attached is invoice in the amount of \$12,589.00 for Bee and Jay Plumbing. Bee and Jay assessed the pump at well #1. It was determined pump had failed and would need to be replaced. This work was performed on March 26, 2020.

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



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
3/17/2020	94180

www.BEEANDJAY.com

BILL TO:

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

SERVICE LOCATION:

Filter Plant
Heather Drive

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 2087	Due Upon Receipt	JSE	12/12/2019	23050
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		12/12/2019 - CWD# 8 Filter Plant 25 hp backwasher pump main discharge check rotted. Internal swing checks and seats opened valve manually to backwash filter and ordered replacement 6" flanged checks and 6" spacer and gaskets and bolts. 1/6/2020 - Shut down of filter plant, dismantled two 25 hp flanged discharge flanged piping and fittings, removed two old flanged checks, capped lines and restored filter plant. 1/7/2020 - Installation of two 6" flanged weighted checks and flange spacers, rods, gaskets and bolts, adjusted two weights assemblies, pressure tested, start up and backwashed both filters and restored filter plant operation.		
Labor TOC Tech	2	1- Tech 12/12/2019	185.00	370.00
Labor TOC Mech	8	1- Mech 01/06/2020	175.00	1,400.00
Labor TOC Tech	8	1- Tech 01/06/2020	185.00	1,480.00
Labor TOC Mech	8	1- Mech 01/07/2020	175.00	1,400.00
Labor TOC Tech	8	1- Tech 01/072020	185.00	1,480.00
Material		All Material Billed to Town		

Total Due \$6,130.00

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

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____



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

INVOICE

DATE	INVOICE #
3/18/2020	94214

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 6
 Engineering Dept.
 60 McAlpin Ave.
 Mahopac, NY 10541

SERVICE LOCATION:

Tomahawk Creek
 Weber Hill Road
 Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 2087	Due Upon Receipt	JSE	1/13/2020	23242
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		1/13/2020 - # 6 Tomahawk Creek- Control alarm for well #2 starter tripped out, pulled 5 hp submersible pump and motor, burnt out and seized, ordered replacement. 1/17/2020- Installation of new 5 hp Goulds pump and motor with Subcable, pipe and fittings with boom truck, restored into system and tested.		
Labor TOC Mech	8	1- Mech 1-13-2020	175.00	1,400.00
Labor TOC Tech	8	1- Tech 1-13-2020	185.00	1,480.00
Labor TOC Mech	8	1- Mech 1-17-2020	175.00	1,400.00
Labor TOC Tech	8	1- Tech 1-17-2020	185.00	1,480.00
Material	1	Goulds 25 gs Pump End	1,682.00	1,682.00
Material	1	Goulds 5 hp 230v 3 phase Motor	1,718.00	1,718.00
Material	1	340 feet 1-1/4" SCH 120 Pipe	1,360.00	1,360.00
Material	1	350 feet 8-4 Sub Cable	1,267.00	1,267.00
Material		16 Wire Guides	87.68	87.68
Material	1	1-1/4" Line Check	70.23	70.23
Material		10 Rolls Tape	25.00	25.00
Material		2- Set #8 Heat Shrinks	25.50	25.50
Material	1	1-1/4x6 Nipple	54.19	54.19
Boom Truck		Boom Truck	1,100.00	1,100.00

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

Total Due \$13,149.60

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
3/18/2020	94193

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 10
Engineering Dept.
60 McAlpin Ave.
Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel- CWD 10
Crest Drive
Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 2087	Payment Due Upon Rec	G&D	2/25/2020	23515

ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		2/25/2020 Responded to service call of Emergency Crest Drive water main leak and valve damaged and leaking, saw cut and exposed 3 valves in street , located leaking valve and leaking 4" steel main. 2/26/2020 Shut down and cut out rotted section of 4" steel main and replaced leaking 4" galvanized valves with all related pipe and fittings.		
Labor TOC Mech	16	1- Mech	175.00	2,800.00
Labor TOC Tech	16	1- Tech	185.00	2,960.00
Material		Material Billed to town		

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

Total Due \$5,760.00

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
3/30/2020	94281

www.BEEANDJAY.com

BILL TO:

Town of Carmel - CWD#12
 Engineering Dept.
 60 McAlpin Avenue
 Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel - CWD #12
 Jennifer Lane Pump Station
 Well #2
 Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 392 7661	Due Upon Receipt	G&D	3/24/2020	23691
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		CWD#12 - Jennifer Lane Pump Station - Well #1 - Pulled and replaced 5HP 460V - 25GS50 Goulds submersible pump with all related parts and equipment, start up, tested and returned online.		
Labor TOC Tech	8	1- Tech	185.00	1,480.00T
Labor TOC Mech	8	1- Mech	175.00	1,400.00T
Material		1 - 25GS50 Goulds pump end	1,682.00	1,682.00T
Material		1 - 5HP 460 Goulds volt motor	1,718.00	1,718.00T
Material		8 - Rolls of tape	52.00	52.00T
Material		2 - Sets of heat shrinks	45.00	45.00T
Boom Truck		Boom Truck Certificate on File	1,500.00 0.00%	1,500.00T 0.00

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

Total Due \$7,877.00

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
3/30/2020	94280

www.BEEANDJAY.com

BILL TO:

Town of Carmel - CWD#12
 Engineering Dept.
 60 McAlpin Avenue
 Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel - CWD #12
 Jennifer Lane Pump Station
 Well #2
 Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 392 7661	Due Upon Receipt	G&D	3/23/2020	23692
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		CWD#12 - Jennifer Lane Pump Station - Well #2 - Pulled and replaced burnt out 5HP 460 motor - 25GS Goulds submersible pump and equipment with boom truck and restored pump on line and tested.		
Labor TOC Tech	8	1- Tech	185.00	1,480.00T
Labor TOC Mech	8	1- Mech	175.00	1,400.00T
Material		1 - 25GS50 Goulds Pump End	1,682.00	1,682.00T
Material		1 - 5HP 460 Goulds volt motor	1,718.00	1,718.00T
Material		10 - Rolls of tape	65.00	65.00T
Material		2 - Sets of heat shrink	45.00	45.00T
Boom Truck		Boom Truck Certificate on File	1,500.00 0.00%	1,500.00T 0.00

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

Total Due \$7,890.00

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062
e: service@beeandjay.com

INVOICE

DATE	INVOICE #
3/30/2020	94282

www.BEEANDJAY.com

BILL TO:

Town of Carmel-CWD#6 6
Engineering Dept.
60 McAlpin Ave.
Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel - CWD #6 6
Weber Hill Road Station
Well #1
Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 1500	Payment Due Upon Rec	G&D	3/26/2020	23868
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		3/26 - CWD #6 6 Weber Hill Road Station - Control failure Well #1 - tested and found burnt out pump, ordered replacement pump, motor, and cable. 3/27 - Pulled and replaced well pump #1 7.5hp pump and motor with sub cable with all related parts and fittings, start up and restored online.		
Labor TOC Tech	8	1- Tech	185.00	1,480.00
Labor TOC Mech	8	1- Mech	175.00	1,400.00
Material		1 - 7.5 hp 200 volt 3ph Goulds motor	2,128.00	2,128.00
Material		1 - 35GS75 Goulds pump end	3,716.00	3,716.00
Material		340' - # 6/3 Sub cable	2,129.00	2,129.00
Material		1 - 2" Line check	158.00	158.00
Material		2 - Sets of heat shrink	30.00	30.00
Material		8 - Rolls of tape	48.00	48.00
Boom Truck		Boom Truck	1,500.00	1,500.00

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

Total Due \$12,589.00

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: April 30, 2020

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 in excess of \$5,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Water District 1, 8, 10 and 13

Filter Plant leaking air SAT pump replacement

On February 13, 2020, Bee and Jay Plumbing the operator for the CWD 1, 8, 10, 13 water treatment plant alerted the Engineering Department about the saturated air tank (SAT) pumps had failed. These pumps control 95% of the valves and operations of the water treatment plant. Attached is an invoice in the amount of \$8,571.40 for Bee and Jay to replace both filter #1 and #2 air SAT system 2hp vertical transfer pumps. The work was performed on February 20, 2020.

- Carmel Water District 3 – Water Main repair on Brook Rd

On March 26, 2020, Inframark the operator for CWD 3 advised the engineering Department of leak at the referenced location. Attached is an invoice in the amount of \$6,387.24 for Ed Kuck Excavating to replace the saddle connection to main, reconnect the service line and blacktop restoration. This work was performed on March 26, 2020.

- Carmel Water District 4 – Galvanized leak on 9 Summit Drive

On April 14, 2020, Bee and Jay Plumbing the operator for the CWD 4 alerted the Engineering Department about leak at the referenced location Attached is the invoice in the amount of \$6,021.96 for Kuck Excavating to replace a galvanized main, replace one service line and restoration.

04-30-2020

Emergency Repairs/Services

- Carmel Water District 6 Shell Valley Booster Station – pump failure due to storm

On April 13, 2020, Bee and Jay Plumbing the operator for the CWD 6 alerted the Engineering Department that the booster pumps at the referenced site had failed. Bee and Jay assessed that the booster pumps were down due to a storm event of April 13, 2020. It was determined that pump would need to be replaced. Attached are invoices in the amount of \$8,326 and \$6,166.40 for Bee and Jay Plumbing to repair the two (2) booster pumps. The cost of this repair will be submitted to insurance for reimbursement.

- Carmel Water District 9 – Broken Flushing Hydrant on Woodland Rd

On April 2, 2020, Bee and Jay Plumbing the operator for the CWD 9 alerted the Engineering Department that there was a flushing hydrant leaking at the intersection of Woodland and Highland Rd. Attached is an invoice in the amount of \$5,395.00 for Kuck Excavating for the repair of a broken flushing hydrant on April 2, 2020.

- Carmel Water District 12

Line Repair on 47 Jennifer Lane

On March 27 2020, Inframark the operators of CWD 12 alerted the Engineering Department that there was a leak at the referenced address. Attached is an invoice in the amount of \$5,647.24 for Kuck Excavating to replace the saddle on the main to the curb valve and to connect to the existing service line.

Line Repair on 231 Agor Lane

On March 27 2020, Inframark the operators of CWD 12 alerted the Engineering Department that there was a leak at the referenced address. Attached is invoice in the amount of \$5,577.24, for Kuck Excavating to repair the service line. This work was performed on April 10, 2020.

- Carmel Sewer District 2 – Sewer Bypass Valve on Old Rt. 6

On March 2, 2020, Inframark the operators of CSD 2 alerted the Engineering Department that during valve exercising operation that the three (3) valve cluster that allows the sewage treatment plant microfiltration units to be bypassed in the event of a microfiltration unit failure were not functioning. This work was deemed an emergency as if needed, the system could not be placed into bypass mode in the event of an emergency. If that were the case it could cause a potential compliance issue which would cause the Town of Carmel would be in violation of our State Pollution Discharge Elimination System (SPDES) Permit. Attached is invoice in the amount of \$19,765.30 for Kuck Excavating to replace gearboxes on 3 valves. This work was completed on March 20, 2020.

- Carmel Sewer District 4 – Sewer Manhole Repair on 334 Center Dr and 238 Maple Rd

The Engineering Department had received complaints regarding sinking manholes at the referenced locations. Inframark the operators of CSD4 inspected the manholes and determined that a manhole riser ring would not correct the problem at these locations

04-30-2020

Emergency Repairs/Services

and that it would need to be excavated and raised the grade. Attached is an invoice in the amount of \$7,268.80 for Kuck Excavating to repair and restore sewer manholes. This work was performed on April 1 and April 3, 2020.

- Carmel Sewer District 5 – Sewer Manhole Repair on Carey Street

Attached is invoice in the amount of \$5,449.60 for Kuck Excavating to repair and restore the sewer manholes. This work was performed on April 17, 2020. This repair was made in response to the NYSDEC NOV issued on April 2, 2020.

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



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

INVOICE

DATE	INVOICE #
3/18/2020	94195

www.BEEANDJAY.com

BILL TO:

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

SERVICE LOCATION:

71 Heather Drive
 Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #	
845 628 2087	Due Upon Receipt	TKE	2/20/2020	23497	
ITEM	QTY/HRS	DESCRIPTION		RATE	AMOUNT
Description		Responded to service call of 2/13/2020 - CWD# 8 Filter Plant - two leaking air SAT pumps leaking 15 year old beyond repair, ordered replacements 2/20/20-Shut down filter plant, isolated and replaced both filter #1 #2 air SAT system 2hp vertical transfer pumps with all related bolts and gaskets, start up and return filter plant on line and tested.			
Labor TOC Mech	8	1- Mech		175.00	1,400.00
Labor TOC Tech	8	1- Tech		185.00	1,480.00
Material	2	Goulds SSV6 2hp Vertical Pumps		2,803.00	5,606.00
Material		Two Sets Gaskets and Bolts		85.40	85.40

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

Total Due \$8,571.40

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

Ed Kuck Excavating Inc

20 Day Road
 Carmel, NY 10512

INV # TOC-025-20
 CWD #3
 REQ #
 Vendor 0670
 Tax ID - 133851002

Attention: Rob Vera

EMERGENCY: ¾ INCH X 4 INCH SADDLE

Respond as per :INFRAMARK

Job Location: 312 BROOK ROAD

Work Completed on: 3/26/2020

Start time: 8:00 am

End Time: 4:00 pm

Job Description:

- WATER LEAKING ON EDGE OF ROAD- LOCATED SERVICE LINE TO MAIN
 - DUG UP MAIN AND SERVICE CONNECTION
 - REPLACE SADDLE CONNECTION TO MAIN AND RECONNECTED SERVICE LINE
 - BACKFILLED AND COMPACT WITH ITEM 4
- *NEEDS BLACKTOP RESTORATION

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8	\$85.00 per hour	\$680.00
Dump Truck	8	\$90.00 per hour	\$720.00
Support Vehicle	Day rate	\$155.00	\$155.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator	8 Hrs X 1 man	\$184.18	\$1,473.44
Laborers	8 Hrs X 2 men	\$159.30	\$2,548.80
Item 4	15 YARDS	\$40.00 per yard	\$600.00
Seed		\$96.00 bag	
Top soil		\$50.00	
Blacktop		\$114.00 per ton	
Cold Patch		\$140.00 per ton	
Hay		\$15.36 bag	
Total			\$6,387.24

From: [Franzetti, Richard](#)
To: amp2@ci.carmel.ny.us; [Barile, Michael](#); [Greg Folchetti](#); [Lombardi, Frank](#); mb10541@comcast.net; [McDonough, Suzanne](#); mike@lynll.com; [Schanil, Robert](#); [Schmitt, Kenneth](#); [Suzi McDonough Personal](#)
Cc: [Vara, Rob](#); [Esteves, Donna](#)
Subject: 03-26-2020 - CWD 3 (Secor) 74.26-1-41 312 Brook Road Leak Notice
Date: Thursday, March 26, 2020 10:55:21 AM

Supervisor Schmitt and Town Board member,

Please be advised that there is a water leak at the referenced location. Crews are on site preparing to make the repair.

Water will be temporarily shut off to residents in the area in order to make the repair.

A notice has been posted on the engineering webpage alerting the residents in CWD3.

Call with any questions.

Richard J. Franzetti. P.E, BCEE

Town Engineer

60 McAlpin Avenue

Mahopac, New York 10541

Phone - (845) 628-1500 ext 181

Fax – (845) 628-7085

Cell – (914) 843-4704

rjf@ci.carmel.ny.us

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Ed Kuck Excavating Inc20 Day Road
Carmel, NY 10512

INV # TOC-032-20

CWD # 4

REQ #

Vendor 0670

Tax ID - 133851002

Attention: Rob Vera

*EMERGENCY***: 2 INCH GALVINIZED LEAK**

Respond as per: BEE & JAY

Job Location: #9 SUMMIT

Work Completed on: 4/14/2020

Start time:

End Time:

8 HOURS

Job Description:

- REPLACED 45 FT OF 2 INCH GALVINIZED MAIN
- REPLACE ONE SERVICE LINE CONNECTION
- BACKFILLED WITH ITEM 4
- RESTORE LAWN AREA

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8	\$85.00 per hour	680.00
Dump Truck	8	\$90.00 per hour	720.00
Support Vehicle	Day rate	\$155.00	155.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator	8 Hrs X 1 man	\$184.18	1,473.44
Laborers	8 Hrs X 2 men	\$159.30	2,548.80
Item 4	8 YARDS	\$40.00 per yard	320.00
Seed	¼ BAG SEED	\$96.00 bag	24.00
Top soil		\$50.00	
Blacktop		\$114.00 per ton	
Cold Patch		\$140.00 per ton	
Hay	2 BAGS	\$15.36 bag	30.72
Total			\$6,021.96



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
4/20/2020	94410

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 6
Engineering Dept.
60 McAlpin Ave.
Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel- CWD 6
Shell Valley Booster Station
Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #	
845 628 2087	Due Upon Receipt	JS	4/13/2020	25960	
ITEM	QTY/HRS	DESCRIPTION		RATE	AMOUNT
Description		4/13/20 CWD# 6 Shell Valley booster station down due to storm damage. Tested found booster pumps down and damaged due to multiple brown outs and single phased station, manually started booster #2, ordered two 15 hp Goulds Boosters. 4/16/2020- Replaced Burnt out 15 hp Goulds Booster #1 and returned on line to auto operate, ordered booster #2 for replacement.			
Labor TOC Mech	4	1- Mech 4/13/2020		175.00	700.00
Labor TOC Tech	4	1- Tech 4/13/2020		185.00	740.00
Labor TOC Mech	6	1- Mech 4/16/2020		175.00	1,050.00
Labor TOC Tech	6	1- Tech 4/16/2020		185.00	1,110.00
Material	1	Goulds 15 hp Booster BF1N9AO Pumps and Motor		4,691.00	4,691.00
Material	1	Set Gaskets and Bolts		35.00	35.00

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

Total Due \$8,326.00

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

BEE & JAY

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

INVOICE

DATE	INVOICE #
4/22/2020	94436

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 6
 Engineering Dept.
 60 McAlpin Ave.
 Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel- CWD 6
 Shell Valley Booster Station
 Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #	
845 628 2087	Due Upon Receipt	EK	4/21/2020	24215	
ITEM	QTY/HRS	DESCRIPTION		RATE	AMOUNT
Description		CWD# 6 Shell Valley booster station pump #2 pump and motor damaged in storm 4/13/2020 - Installation of 15 hp 460v booster pump and motor with all related parts, gaskets, calibrated controls, start up and tested.			
Labor TOC Mech	4	1- Mech		175.00	700.00
Labor TOC Tech	4	1- Tech		185.00	740.00
Material		1- Goulds 15 hp booster 5BF1N9A0		4,691.00	4,691.00
Material		1 Set Gasket Bolts		35.40	35.40

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

Total Due \$6,166.40

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

Ed Kuck Excavating Inc

20 Day Road
 Carmel, NY 10512

INV # toc-029-20

CWD # 9

REQ #

Vendor 0670

Tax ID - 133851002

Attention: Rob Vera

EMERGENCY: Broken Flushing Hydrant

Respond as per: BEE & JAY

Job Location: WOODLAND ROAD

Work Completed on: 4/2 /2020

Start time:

End Time:

7 HOURS

Job Description:

- Water leaking along edge of road
- Found 2 inch flushing hydrant broken
- Dug up and replace with new one
- Backfilled and compact with item 4

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	7	\$85.00 per hour	595.00
Dump Truck	7	\$90.00 per hour	630.00
Support Vehicle	Day rate	\$155.00	155.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator	7 Hrs X 1 man	\$184.18	1289.26
Laborers	7 Hrs X 2 men	\$159.30	2230.20
Item 4	6 YARDS	\$40.00 per yard	240.00
Seed		\$96.00 bag	
Top soil		\$50.00	
Blacktop		\$114.00 per ton	
Gravel	1 yard	\$46.00 Per yard	46.00
Hay		\$15.36 bag	
Total			\$5,395.46

Ed Kuck Excavating Inc
 20 Day Road
 Carmel, NY 10512

INV # TOC-026-20
 CWD # 12
 REQ #
 Vendor 0670
 Tax ID - 133851002

Attention: Rob Vera

EMERGENCY:OLD BLUEJET/NEW 1 INCH X 6 INCH SADDLE & SERVICE LINE

Respond as per: INFRAMARK
 Job Location: #47 JENNIFER LANE
 Work Completed on: 3/27/2020
 Start time: 8:00AM

End Time: 4:00 PM

8 HOURS

Job Description:

- DUG UP AND EXPOSED LEAKING BLUEJET LINE
- REPLACE SADDLE ON MAIN TO NEW CURB VALVE AND CONNECTED TO EXISTING SERVICELINE
- BACKFILLED AREA
- BLACKTOP RESTORATION NEEDED

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8	\$85.00 per hour	\$680.00
Dump Truck	8	\$90.00 per hour	\$720.00
Support Vehicle	Day rate	\$155.00	\$155.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator	8 Hrs X 1 man	\$184.18	\$1,473.44
Laborers	8 Hrs X 2 men	\$159.30	\$2,548.80
Item 4		\$40.00 per yard	
Seed		\$96.00 bag	
Top soil		\$50.00	
Blacktop		\$114.00 per ton	
Cold Patch		\$140.00 per ton	
Hay		\$15.36 bag	
Total			\$5,647.24

Ed Kuck Excavating Inc20 Day Road
Carmel, NY 10512

INV # TOC-031-20

CWD # 12

REQ #

Vendor 0670

Tax ID - 133851002

Attention: Rob Vera

EMERGENCY:3/4 INCH LEAKING WATER SERVICE LINE IN ROAD

Respond as per:INFRAMARK

Job Location: 231 AGOR

Work Completed on: 4/10/2020

Start time: 8:30

End Time: 4:30 8 hours

Job Description:

- Water leaking in middle of road
- Pulled a new service line from main to curb valve on house side
- Backfilled both sides

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8 hours	\$85.00 per hour	\$680.00
Dump Truck	8 hours	\$90.00 per hour	\$720.00
Support Vehicle	Day rate	\$155.00	155.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator	8 Hrs X 1 man	\$184.18	1,473.44
Laborers	8 Hrs X 2 men	\$159.30	2,548.80
Item 4		\$40.00 per yard	
Seed		\$96.00 bag	
Top soil		\$50.00	
Blacktop		\$114.00 per ton	
Cold Patch		\$140.00 per ton	
Hay		\$15.36 bag	
Total			\$5,577.24

Ed Kuck Excavating Inc
 20 Day Road
 Carmel, NY 10512

INV # TOC-024-20
 CSD # 2
 REQ #
 Vendor 0670
 Tax ID - 133851002

Attention: Rob Vera

EMERGENCY: SEWER BYPASS VALVE

Respond as per: INFRAMARK
 Job Location: 11 Old Route 6
 Work Completed on: 3/02/20 3/16/20 3/17/20 3/18/20 3/19/20 3/20/20
 Start time: standard

Job Description:

- Saw cut sidewalk and hammer up concrete
- Excavate and expose 3- 14 inch valves
- Replace gearboxes on 3 valves
- Backfill with pea gravel
- Install 3 – 6 inch valve boxes Install 1ft of Item 4
- Form and pour concrete sidewalk

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	16 hours	\$85.00 per hour	\$1,360.00
Dump Truck	16 hours	\$90.00 per hour	\$1,440.00
Support Vehicle	Day rate	\$155.00	
Chop Saw	Day rate 1 day	\$ 70.00	70.00
Jumping Jack	Day rate 1 day	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate 5 days	\$70.00	\$ 350.00
Locater	Day rate	\$70.00	
Machine Hammer	Day rate 1 day	\$250.00	\$ 250.00
Machine operator	16 Hrs X 1 man	\$184.18	\$ 2,946.88
Laborers Total hours	77 Hrs	\$159.30	\$ 12,266.10
Item 4	6 yards	\$40.00 per yard	240.00
Pea gravel	8 yards	\$49.04 yard	\$ 392.32
Top soil		\$50.00	
concrete	2 yards	\$190.00 per yard	\$ 380.00
Cold Patch		\$140.00 per ton	
Hay		\$15.36 bag	
Total			\$19,765.30

Ed Kuck Excavating Inc20 Day Road
Carmel, NY 10512INV # TOC-028-20
CSD # 4
REQ #
Vendor 0670
Tax ID - 133851002

Attention: Rob Vera

EMERGENCY: SEWER MANHOLE REPAIR & BLACKTOP RESTORATION

Respond as per: INFRAMARK

Job Location: 344 CENTER ROAD 238 MAPLE ROAD

Work Completed on: 4/1/2020 & 4/3/2020

Start time: End Time: 12 HOURS

Job Description:

- SEWER MANHOLE REPAIR 8 HOURS
- BLACKTOP RESTORATION 4 HOURS

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55		\$85.00 per hour	
Dump Truck	4 Hours	\$90.00 per hour	360.00
Support Vehicle	Day rate 2 DAYS	\$155.00	310.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	
Plate tamper	Day rate	\$70.00	70.00
Mud Sucker	Day rate	\$70.00	
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator	Hrs X 1 man	\$184.18	
Laborers	12 Hrs X 3 men	\$159.30	5,734.80
Item 4		\$40.00 per yard	
Seed		\$96.00 bag	
Top soil		\$50.00	
Blacktop	3 TONS	\$114.00 per ton	342.00
Cold Patch		\$140.00 per ton	
SAND MIX	8 BAGS		56.00
1-3 INCH RISER RING			110.00
1-5 INCH RISER RING			110.00
CONCRETE MIX	16 BAGS		80.00
PORTLAND BAGS	2		26.00
Total			\$ 7,268.80

Ed Kuck Excavating Inc

20 Day Road
 Carmel, NY 10512

INV # TOC-033-20

SD # 5

REQ #

Vendor 0670

Tax ID - 133851002

Attention: Rob Vera

EMERGENCY
SEWER MANHOLE REPAIR

Respond as per: INFRAMARK

Job Location: BETWEEN 111 AND 119 CAREY STREET

Work Completed on: 4/17/2020

Start time:

End Time:

8 HOURS

Job Description:

- TREE ROOTS TAKEN OVER SEWER MANHOLE
- EXPOSED MANHOLE, LIFTED OFF LID
- REMOVED ROOTS FROM MANHOLE AND PIPES
- CLEARED MAMHOLE AND SEALED UP HOLES
- RESET MANHOLE TOP AND RESTORED LAWN

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8	\$85.00 per hour	680.00
Dump Truck	8	\$90.00 per hour	720.00
Support Vehicle	Day rate	\$155.00	
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator	8 Hrs X 1 man	\$184.18	1473.44
Laborers	8 Hrs X 2 men	\$159.30	2548.80
Item 4		\$40.00 per yard	
Seed	1/8 BAG	\$96.00 bag	12.00
Top soil		\$50.00	
Blacktop		\$114.00 per ton	
Cold Patch		\$140.00 per ton	
Hay	1 BAG	\$15.36 bag	15.36
Total			\$5,449.60

From: Franzetti.Richard
To: amp2@ci.carmel.ny.us; Barile.Michael; Greg.Folchetti; Lombardi.Frank; mb10541@comcast.net; McDonough.Suzanne; mike@lynll.com; Schanil.Robert; Schmitt.Kenneth; Suzi.McDonough.Personal
Cc: Esteves.Donna; Vara.Rob
Subject: 04-02-2020 - TOC response to NYSDEC NOV Hillsdale TB
Date: Thursday, April 2, 2020 2:33:29 PM
Attachments: [04-02-2020 TOC Response to NYSDEC Insp CSD5 NY00306678 f-signed.pdf](#)

Supervisor Schmitt and Town Board members,

The attached letter was forwarded to the NYSDEC in response to their March 19, 2020 letter which identified the finding of the January 31, 2020 site inspection and issuance of a notice of violation (NOV).

As the Board is aware the facility had received an NOV in 2015 and again in 2017 and is the Town currently under an order of consent with the NYSDEC.

Please be advised that current NOV identified high flows in the collection system. Based on recent inspection of the collection system there is a manhole which contains a significant amount of roots which cause additional inflow. These roots will need to be removed and we will work with Inframark to have them removed.

Please stay safe.

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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RESOLUTION #5

**RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FOR ULTRAVIOLET
BULBS, BALLASTS AND CONTROLLERS
CARMEL SEWER DISTRICT #2 WASTEWATER TREATMENT PLANT**

WHEREAS, Inframark, LLC, operator for the Carmel Sewer District #2 Wastewater Treatment Plant, and Town Engineer Richard J. Franzetti, P.E. have each advised the Town Board of the Town of Carmel that certain components of the ultraviolet treatment systems within the microfiltration processes of the Carmel Sewer District #2 Wastewater Treatment Plant are in need of replacement; and

WHEREAS Inframark, LLC and the Town Engineer have each further advised the Town Board that the that the acquisition of the aforesaid equipment and ultraviolet bulbs are exempt from the New York General Municipal Law as a “sole source” exception;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #2 hereby accept and adopt the recommendations of Inframark, LLC and the Town Engineer, and accordingly authorize the acquisition and installation replacement ultraviolet bulbs, ballasts and controllers for the CSD#2 Wastewater Treatment Plant from Fleet Pump and Service Group, White Plains, NY at a cost not to exceed \$35,813.00 in accordance with the proposal dated March 20, 2020; and

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

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #6

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

WHEREAS, Inframark, LLC, operator for the Carmel Sewer District #2 Wastewater Treatment Plant, and Town Engineer Richard J. Franzetti, P.E. have each advised the Town Board of the Town of Carmel that the comminutor unit located at the headworks of the Carmel Sewer District #2 Wastewater Treatment Plant is in need of repair; and

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

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #2 hereby accept and adopt the recommendations of Inframark, LLC and the Town Engineer and accordingly authorize the acquisition of said replacement parts from GP Jager, Inc, Boonton NJ at a cost not to exceed \$29,488.40 in accordance with the proposal dated April 8, 2020; and

BE IT FURTHER RESOLVED that the Town Board authorizes payment to Inframark, LLC for the installation of said repair parts in a sum not to exceed \$6,500.00; and

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

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #7

RESOLUTION AUTHORIZING FILING OF ANNUAL MS4 STORMWATER REPORT

WHEREAS the Town Board has been presented with a draft annual MS4 Stormwater Report prepared by the Town of Carmel Engineering Department; and

WHEREAS opportunity for public comment on the draft annual MS4 report is being provided by the Town Board;

NOW, THEREFORE, BE IT RESOLVED that upon the conclusion of the thirty-day comment period and the and consideration of any comments submitted in connection therewith, Town Supervisor Kenneth Schmitt is hereby authorized to sign and file said report as drafted by Town Engineer Richard J. Franzetti, P.E.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #8

RESOLUTION AUTHORIZING AMENDMENT TO CONTRACT FOR ENGINEERING SERVICES LAKE TEAKETTLE PARK DISTRICT AND LAKE CASSE PARK DISTRICT DAM DESIGN AND CONSTRUCTION ADMINISTRATION/MANAGEMENT SERVICES

WHEREAS, the Town Board of the Town of Carmel, acting as Commissioners of the Lake Casse and Lake Teakettle Park Districts, on April 3, 2019 had previously awarded contracts for the preparation of plans, specifications, bid documents and construction administration and construction management to Weston & Sampson, Reading, MA at respective costs not to exceed of \$19,900.00 for Upper and Lower Lake Teakettle Dam and \$9,900.00 for Lake Casse Dam; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has recommended an amendment to the contract prices for each respective Park District in accordance with the terms of his memorandum to the Town Board dated April 30, 2020;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the Lake Casse Park District hereby authorizes an increase in the contract price to be paid to Weston & Sampson for the aforementioned services in the amount of \$6,800.00, amending the overall Lake Casse Contract price to a not-to-exceed amount of \$16,700.00; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the Lake Teakettle Park District hereby authorizes an increase in the contract price to be paid to Weston & Sampson for the aforementioned services in the amount of \$10,600.00 amending the overall Teakettle Contract price (including Upper Lake Teakettle and Lower Lake Teakettle Dams) to a total not-to-exceed amount of \$30,500.00;

BE IT FURTHER RESOLVED that Town of Carmel Town Supervisor Kenneth Schmitt, is hereby authorized to sign any and all documentation necessary to memorialize the actions authorized herein;

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

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #9

**RESOLUTION AUTHORIZING ENTRY INTO ORDER ON CONSENT
DAM SAFETY EASEMENT AGREEMENT RESPONDENT/OWNER AGREEMENT
LAKE MAHOPAC DAM**

WHEREAS the New York State Department of Environmental Conservation, in lieu of the commencement of an enforcement proceeding pursuant to the New York State Environmental Conservation Law, has proposed the execution an Order on Consent addressing the responsibility for the future maintenance, repair, inspection, preparation of Engineering Assessments and preparation of Emergency Action Plans for the Lake Mahopac Dam by the Town of Carmel, as well as for the proposed execution Dam Safety Easement Agreements and Respondent/Owner Agreements, all such agreements to be executed together with NYSDEC and the four private owners of the real property comprising the natural impoundment of the Lake Mahopac waters;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the Lake Mahopac Park District, hereby authorizes entry into the referenced Order on Consent, Dam Safety Agreements and Respondent Owner Agreements in form as are currently on file in the Office of the Town Supervisor, and

BE IT FURTHER RESOLVED that the Town Supervisor Kenneth Schmitt is hereby authorized to execute said Order on Consent, Dam Safety Agreement and Owner/Respondent Agreements as referenced herein; and

BE IT FURTHER RESOLVED that all future costs incurred in connection with the duties, responsibilities and requirements imposed upon the Town by virtue of the referenced agreements be chargeable and charged to the Lake Mahopac Park District.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #10

RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION

WHEREAS there is currently pending in the United States District Court, Southern District of New York, a certain lawsuit entitled “New York SMSA Limited Partnership d/b/a/ Verizon Wireless, and Homeland Towers, LLC v. The Town of Carmel, Docket no. 19-cv-10793 relating to the proposed construction of certain telecommunications towers within the Town of Carmel; and

WHEREAS a proposed settlement of the litigation has been negotiated by counsel Gregory L. Folchetti and Joseph A. Charbonneau;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation on the terms embodied in the stipulation of settlement as is on file in the office of the Town Supervisor; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign, on behalf of the Town of Carmel, the stipulation of settlement and all related documentation the terms of the settlement.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #11

ORDER CALLING PUBLIC HEARING FOR THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF CARMEL SEWER DISTRICT #1 IN THE TOWN OF CARMEL, PUTNAM COUNTY, NEW YORK

WHEREAS, the Town Board of the Town of Carmel, Putnam County, New York, pursuant to the provisions of Section 202-b of the Town Law, it has been determined to be in the public interest to provide for a certain increase and improvement of the facilities of Consolidated Sewer District No. 1 in the Town of Carmel, Putnam County, New York (the "Sewer District"), consisting of the purchase and installation of approximately 450 linear feet of 8 inch sewer line, including three (3) manholes, two (2) service laterals and restoration of NYSDOT right of way, including original furnishings, equipment, machinery, apparatus, appurtenances and incidental improvements and expenses in connection therewith at a maximum estimated cost of \$170,000;

WHEREAS, a map, plan and report including an estimate of cost has heretofore been prepared in connection therewith and is on file in the office of the Town Clerk of such Town; and

WHEREAS, in order to undertake the improvements to the aforesaid facilities as described therein, it will be necessary to expend the sum of \$461,536, an increase of \$291,536 over that previously authorized for such improvements, and an explanatory addendum to said map, plan and report has been prepared and added thereto in connection therewith as to the increased cost; and

WHEREAS, said project has been determined to be a "Type II Action" pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, such regulations provide will not result in any significant adverse environmental impacts; and

WHEREAS, it is now desired to call a public hearing on the question of authorizing such increase and improvement of facilities of said Consolidated Sewer District No. 1 at the revised maximum estimated cost; NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Carmel, Putnam County, New York, as follows:

Section 1. A virtual public hearing will be held at the Town Hall, 60 McAlpin Avenue, in Mahopac, New York, in said Town, on the 3rd day of June, 2020 at seven o'clock P.M., Prevailing Time, on the question of increasing and improving the

facilities of the Consolidated Sewer District No. 1, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper designated for this purpose, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

Resolution

Offered by: _____

Seconded by: _____

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

EXHIBIT A

NOTICE OF PUBLIC HEARING

Town of Carmel
Consolidated Sewer District No. 1

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Carmel, Putnam County, New York, will have a virtual meeting at the Town Hall, in Mahopac, New York, in said Town, on the 3rd day of June, 2020, at seven o'clock P.M. Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan and report including an amended estimate of cost prepared in relation to the proposed increase and improvement of the facilities of Consolidated Sewer District No. 1 in the Town of Carmel, Putnam County, New York, consisting of the purchase and installation of approximately 450 linear feet of 8 inch sewer line, including three (3) manholes, two (2) service laterals and restoration of NYSDOT right of way, including original furnishings, equipment, machinery, apparatus, appurtenances and incidental improvements and expenses. The new maximum estimated cost of the aforesaid increase and improvement of the facilities of Consolidated Sewer District No. 1 in the Town is \$461,536, consisting of an increase of \$291,536 for such improvements.

Public participation at the virtual public hearing will be as follows:_____

_____ and email comments may be directed to the Town Board at: TownBoard@ci.carmel.ny.us

The capital project described above has been determined to be a "Type II Action" pursuant to the regulations promulgated under the State Environmental Quality Review Act ("SEQRA") which such regulations provide will not result in any significant environmental adverse impacts. The map, plan and report are available in the office of the Town Clerk, where they may be inspected during regular office hours.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Mahopac, New York,
_____, 2020

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF CARMEL, PUTNAM
COUNTY, NEW YORK

/s/ Ann Spofford, Town Clerk

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Carmel, Putnam County, New York, DEPOSE
AND SAY:

That on the _____ day of _____, 2020, I caused to be posted on
the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town
Law, a Notice of Public Hearing, which Notice is part of an Order duly adopted by the Town
Board on the _____ day of _____, 2020.

A true and correct copy of such Notice is attached hereto and made a part hereof.

Town Clerk

Subscribed and sworn to before me
this _____ day of _____, 2020.

Notary Public

5/13/2020 Work Session Agenda Item #1

TOWN OF CARMEL RECREATION AND PARKS DEPARTMENT

SYCAMORE PARK • MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR



TELEPHONE: (845) 628-7888

FAX: (845) 628-2820

E-MAIL: carmelrecreation@ci.carmel.ny.us

WEBPAGE: www.ci.carmel.ny.us

DATE: May 6, 2020

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Emergency Storage Tank Replacements – McDonough Park Utility Room

Upon an emergency inspection of a flood in the utility room garage at McDonough Park, Bee & Jay Plumbing found the storage tanks and manifold leaking. On May 4th, three (3) WX350 storage tanks, new copper manifold and valves were replaced and tested by Bee & Jays Plumbing. I have included the Invoice in the amount of \$11,079.40 as well as the Vendor Claim Form and additional backup for your review.

This purchase requires a Resolution. Please add this to the May 13, 2020 Town Board Work Session agenda and please contact me with any questions.

/ns
Attachments

VENDOR CLAIM FORM

TOWN OF CARMEL
60 McALPIN AVENUE
MAHOPAC, NY 10541

RECREATION DEPARTMENT

VENDOR # #0476

CLAIMANT'S
NAME AND
ADDRESS

Bee & Jay Plumbing
719 Route 6 P.O. Box 78
Mahopac, NY 10541

VOUCHER NO.	
PURCHASE ORDER NO.	
Date Voucher Received	
P.O.# - APPROPRIATION NO.	AMOUNT
7112.40	11,079.40
TOTAL	11,079.40
Abstract No.	

VENDOR TAX ID #

0476

476

TAX EXEMPT No. A-158985

Date	Invoice Number	Description of Materials or Services	Unit Price	Amount
05/04/20	94518	McDonough Park - Emergency Utility Room Garage Flood - Inspection found storage tanks leaking and manifold leaking. Replaced 3 WX350 storage tanks, new manifold, valves, start up and tested.		
		Labor - 8 hours Mech	175.00	1,400.00
		Labor - 8 hours Tech	185.00	1,480.00
		Total Material	8,199.40	8,199.40
		Total		11,079.40

VENDOR'S/CLAIMANT'S CERTIFICATION

I, Laurie Trodden certify that the above account in the amount of \$ 11,079.40 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

5/5/2020
Date

Laurie Trodden
Signature

Office Administrator
Title

(Space below for Municipal Use)

TOWN DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.

5/2/20
Date

[Signature]
Authorized Official

APPROVAL FOR PAYMENT

The claim is approved and ordered paid from the appropriations indicated above.

Authorized Official's Signatures



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
5/4/2020	94518

www.BEEANDJAY.com

BILL TO:

Carmel Recreation & Parks Commission
 790 Long Pond Rd.
 Sycamore Park
 Mahopac, NY 10541

SERVICE LOCATION:

McDonough Park
 20 Dixon Road
 Mahopac, NY

Entered 5/5/20

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #	
845-628-7888	Due Upon Receipt	EK	4/30/2020	82141	
ITEM	QTY/HRS	DESCRIPTION		RATE	AMOUNT
Description		Emergency: McDonough Park Utility Room Garage Flood - Inspection found storage tanks leaking and manifold leaking. Replaced three WX-350 storage tanks with new copper manifold and valves complete repipe due to age and condition, start up and tested.			
Labor TOC Mech	8	1- Mech		175.00	1,400.00
Labor TOC Tech	8	1- Tech		185.00	1,480.00
Material		3- WX350 Storage Tanks		6,909.00	6,909.00
Material		3- 1-1/4" Ball Valves		176.00	176.00
Material		1- 1-1/2" Ball Valve		45.00	45.00
Material		3- 1-1/4x3/4 Purge Tee		324.00	324.00
Material		2- 1-1/2x3/4 Purge Tee		107.60	107.60
Material		3- 1-1/4" Ells		59.00	59.00
Material		2- 1-1/4x1-1/4 Tee		105.00	105.00
Material		1- 1-1/2" Tee		45.00	45.00
Material		1- 1-1/2" Cap		21.20	21.20
Material		1- 1-1/2x1-1/4 Coupling		25.00	25.00
Material		1- 1-1/2" Ell		25.00	25.00
Material		6 feet 1-1/2" L Tubing		61.60	61.60
Material		6 feet 1-1/4" L Tubing		51.60	51.60
Material		3- 1-1/2" Split Ring		30.00	30.00
Material		5- 3/4" Boiler Drains		80.00	80.00
Material		3- 3/4" Split Rings		20.00	20.00
Total Due					



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
5/4/2020	94518

www.BEEANDJAY.com

BILL TO:

Carmel Recreation & Parks Commission
790 Long Pond Rd.
Sycamore Park
Mahopac, NY 10541

SERVICE LOCATION:

McDonough Park
20 Dixon Road
Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #	
845-628-7888	Due Upon Receipt	EK	4/30/2020	82141	
ITEM	QTY/HRS	DESCRIPTION		RATE	AMOUNT
Material		1-Pressure Switch		59.40	59.40
Material		1- 1/4" Brass Tee		15.00	15.00
Material		1- 1/4" Brass Ell		15.00	15.00
Material		3- 1/4x3 Nipples		25.00	25.00

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

Total Due \$11,079.40

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____



SOMERS
914.232.2020
YORKTOWN
914.736.2468

SCARSDALE
914.723.2002
ELMSFORD
914.347.2378

STAMFORD
203.975.9448
ONLINE
bestplg.com

Sales Order

ORDER DATE	ORDER NUMBER
04/29/20	S3929787
Somers Trade Sales	
914-301-9243	1
stevep@bestplg.com	

BILL TO:
BEE & JAY PLUMBING & HEATING CORP
BOX 78
719 ROUTE 6
MAHOPAC, NY 10541

SHIP TO:
BEE & JAY PLUMBING & HEATING CORP
BOX 78
719 ROUTE 6
MAHOPAC, NY 10541

Entered

CUSTOMER NUMBER	CUSTOMER NAME	ADDRESS	CITY	STATE	ZIP
33613	THE PARK	McDonough	2 nd 10th net	25th	WSOMERS WHSE
DATE ORDERED	CUSTOMER PHONE NUMBER		CUSTOMER ADDRESS		DATE RECEIVED
04/29/20	STEVE PERRY Ext#1103		845-628-3924		04/29/20
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	TAXES	REMARKS
3ea	1-1/4 CXM ADAPTER 604 (W01171)		138.30		
3ea	1-1/4 X 1-1/4 X 3/4 CXCF TEE CAST LEAD FREE 712R-LF		324.90		
3ea	101-426NL LEGEND 1-1/4" SWT S-2000 BALL VALVE LEAD FREE		176.37		
2ea	1-1/2X1-1/2X3/4 CXCF TEE CAST LEAD FREE 712R-LF (A02673NL)		407.60		
1ea	101-427NL LEGEND 1-1/2" SWT S-2000 BALL VALVE LEAD FREE		84.96		
1ea	1-1/2 CXC TUBE CAP 617 (W07013)		22.03		
1ea	1-1/2 X 10 TYPE L		86.92		
Merchandise Total:					

Completed orders held beyond 30 days will be canceled and a 15% handling charge will be deducted from your original deposit (full deduction will be made for Non-Cancelable & Non-Returnable items).

We will accept returnable items back within 90 days of purchase. These items must be in their original carton and include all manufacturers information, packaging and be deemed saleable by us. A handling fee of 15% will be applied and refunds will be credited back to you within 10 business days. Non-cancelable & Non-returnable products are identified as such on your order, and regretfully can not be returned.

Color and grain variations are natural characteristics of fine wood, ceramics, and stone; related pieces should not be expected to have matching appearances. Slight surface imperfections like dimples, flecks, etc. are normal with cast and molded pieces and are not considered defects.

Most deliveries are made on our own trucks for a nominal charge.
*** Continued on Next Page ***

Date 5/1/20

I, Theodoros Hlugos Owner
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Bee + Jay Plumbing Comp. on the
(Contractor or Subcontractor)

Plumbing and Mechanical Work that during the payroll period commencing on the
(Building or Work)

30 day of Apr, 2020 and ending the 30 day of Apr, 2020

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Bee + Jay Plumbing Corp from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE <u>Theodoros Hlugos</u> <u>Owner</u>	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: May 13, 2020

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 in excess of \$5,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

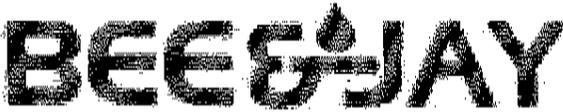
- Carmel Water District 4 Lake Baldwin Pump Station – pump failure due to storm

On April 14, 2020, Bee and Jay Plumbing the operator for the CWD 4 alerted the Engineering Department that the pump on Well # 3 was not functioning due to a storm event on April 13, 2020 It was determined that the pump would need to be replaced. Attached is the invoice in the amount of \$8,009.84. The cost of this repair has been submitted to insurance for reimbursement.

- Carmel Water District 12 Jennifer Lane Pump Station – pump failure due to storm

On April 13, 2020, Inframark the operator for the CWD 12 alerted the Engineering Department that the motor to the pump was damaged due to a storm event on April 13, 2020. It was determined that pump would need to be replaced. Attached is the invoice in the amount of \$5,488 for Bee and Jay Plumbing to repair the pump. The cost of this repair has been submitted to insurance for reimbursement.

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



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
4/22/2020	94435

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 4
Engineering Dept.
60 McAlpin Ave.
Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel- CWD 4
Lake Baldwin
Pump Station
Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845-628-2087	Payment Due Upon Rec	EK	4/20/2020	57767
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		CWD# 4 Lake Baldwin Pump Station 4/17/2020 - Well #3 Not operating pump burnt out due to storm damaged by power surges. 4/20/2020 - Pulled burnt out 2 hp pump and motor. 4/21/2022 Installed new 2 hp Goulds pump, motor and sub cable with all related equipment, restored to system.		
Labor TOC Mech	4	1- Mech 4/20/2020	175.00	700.00T
Labor TOC Tech	4	1- Tech 4/20/2020	185.00	740.00T
Labor TOC Mech	4	1- Mech 4/21/2020	175.00	700.00T
Labor TOC Tech	4	1- Tech 4/21/2020	185.00	740.00T
Material	1	Goulds 2hp 230v 3ph Motor	760.00	760.00T
Material	1	Goulds 10 GS20 Pump End	1,179.00	1,179.00T
Material	1	1- 1-1/4 Line Check	70.54	70.54T
Material	1	10- Rolls Tape	65.00	65.00T
Material	1	10 -1-1/4" Wire Guides	90.00	90.00T
Material	1	220 feet 10-4 Sub Cable	635.80	635.80T
Material	1	200 feet 1-1/4" SCH 120 Pipe	800.00	800.00T
Material	1	1-1/4x6 Brass Nipple	29.50	29.50T
Boom Truck		Boom Truck	1,500.00	1,500.00T
		Certificate on File	0.00%	0.00

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

Total Due \$8,009.84

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

DATE	INVOICE #
4/22/2020	94438

www.BEEANDJAY.com

BILL TO:

Town of Carmel - CWD#12
 Engineering Dept.
 60 McAlpin Avenue
 Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel - CWD#12
 Jennifer Lane
 Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 392 7661	Due Upon Receipt	EK	4/20/2020	23795
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		4/14/2020 -CWD# 12 Jennifer Lane Pump Station - Well #2 not operating tested found damaged motor due to storm damage low voltage and surges. 4/2020 - Pulled 5 hp 460v pump and motor, replaced damaged motor, reinstalled pump end with all related parts and restored online.		
Labor TOC Mech	6	1- Mech	175.00	1,050.00T
Labor TOC Tech	6	1- Tech	185.00	1,110.00T
Material		1- Goulds 5 hp 460 v 3 ph motor	1,718.00	1,718.00T
Material		10 Rolls Tape	65.00	65.00T
Material		2- sets Heat Shrinks	45.00	45.00T
Boom Truck		Boom Truck	1,500.00	1,500.00T
		Certificate on File	0.00%	0.00

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

Total Due \$5,488.00

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: May 5, 2020

Re: CSD#4 Comminutor at Mechanic Street Pump Station

Inframark the operator for Carmel Sewer District #4 (CSD#4), has alerted the Engineering Department (Department) that the comminutor (sewage grinder) used at the headworks at the wastewater treatment plant at CSD #4 is not functioning.

The unit cannot be repaired. Inframark requested and received the following quotes (attached) for replacing this unit:

- | | |
|----------------------|-------------|
| 1. JWC Environmental | \$20,921.00 |
| 2. GP Jager Inc. | \$24,120.00 |
| 3. Process Systems | \$25,609.88 |

It should be noted that the original unit was approximately 12 years old and the life expectancy of the new equipment is approximately 10 years. Inframark will install the unit at a cost of \$2,500.00.

This is a regulatory compliance issue as the comminutor is not currently working and a blockage could occur, causing a raw wastewater overflow. Which would put the Town of Carmel in violation of our State Pollution Discharge Elimination System (SPDES) Permit.

There are sufficient funds in budget for this work as provided in the attached

This Department requests that the Town Board authorize the purchase of the comminutor, from JWC Environmental at a cost of \$20,921.00 and the installation from Inframark at a cost of \$2,400.00 as an emergency installation.

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

TOWN OF CARMEL
ENGINEERING
REQUEST FOR PURCHASE OR REPAIR
District: CSD 4

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

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

Date of Request: 05-01-20

Item requested: Muffin Monster

Purpose of item: Grinder at headworks; grinds up raw sewage at head of plant.

Estimated age of equipment to be replaced / repaired: 12 years

Estimated life expectancy of new equipment / repair: 10 years

Labor cost for installation and/or repair: Estimate \$2500.00

Vendor #1:	JWC Environmental	Cost: \$20,921.00
Vendor #2:	GP Jager Inc.	Cost: \$24,120.00
Vendor #3:	Process Systems	Cost: \$25,609.88



Quote #

54281RevA

JWC Environmental
2850 S. Red Hill Ave Suite 125
Santa Ana, CA 92705 USA
Fax: 714.242.0240

Page: 1

Please address Purchase Orders to:

JWC Environmental
2850 S. Red Hill Ave Suite 125
Santa Ana, CA 92705 USA
Fax: 714.242.0240

To The Bidding Contractor

Rep
Phone

GP Jager Inc.
201-986-1994

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and any comments and exception listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Project	Carmel #4	Bid Date	
Quote Date	03/17/2020	FOB	Origin
Submittals	4 weeks after receipt of order	Expire Date	06/17/2020
Ship Equipment	8 weeks after approval/release	Terms	Net 30 Days
Consulting Engineer			
Spec. Section			

LINE ITEMS

Line No	Qty	Part/Description
1	1	30005-0018-DI Muffin Monster Model 30005-0018-DI Muffin Monster grinder suitable for up to 980 gpm(refer to JWC Environmental flow curves for additional performance data). Scope of supply to include: * Grinder with 18" cutter stack using 11-tooth cam cutters in 4130 alloy steel, cartridge-style tungsten carbide mechanical seals with BUNA-N elastomers rated for 90 psi, green epoxy-coated ductile iron end housings and high-flow siderails, 29:1 speed reducer and 5 hp TEFC 230/460v/3ph/60Hz electric motor.
2	1	CONTROLLER ASSY PC2200 motor controller in a NEMA 4X FRP enclosure accepting 208v/3ph/60Hz input power, includes IEC starter with over-current protection, jam-sensing current transformer and micro-PLC.
3	1	CUSTOM FRAME ASSEMBLY
4	3	O&M MANUALS HARD COPY
5	1	SHIPPING & HANDLING
6	1	Tariff Surcharge

Price Please Contact Rep

Clarification

1. See attached flow curve & general arrangement drawing.
2. See attached standard JWC Terms and Conditions of Purchase.
3. Standard one year warranty is included.
4. One (1) day of start-up supervision by a factory-authorized representative is included.

Exclusions

Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.



Quote #

54281RevA

JWC Environmental
2850 S. Red Hill Ave Suite 125
Santa Ana, CA 92705 USA
Fax: 714.242.0240

Page: 2

**JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.



Quote #

54281RevA

JWC Environmental
2850 S. Red Hill Ave Suite 125
Santa Ana, CA 92705 USA
Fax: 714.242.0240

Page: 3

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN. =

F360JWCE0107

GP JAGER, INC.

PO BOX 50
 BOONTON, NJ 07005
 USA

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



QUOTATION

Quote Number: 12142-040220

Quote Date: Apr 2, 2020

Page: 1

Lead time: SEE BELOW

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

Ship To:
CARMEL SEWER DISTRICT #2 11 OLD ROUTE 6 CARMEL, NY 10512 ATN: TOM BRANN

Customer ID	Good Thru	Payment Terms	Manufacturer
12142	5/2/20	Net 30 Days	JWC

Qty	Item	Description	Unit Price	Amount	Project #
1.00	30005-0018	30005-0018-DI MUFFIN MONSTER Model 30005-0018-DI Muffin Monster grinder suitable for up to 980 gpm(refer to JWC Environmental flow curves for additional performance data). Scope of supply to include: * Grinder with 18" cutter stack using 11-tooth cam cutters in 4130 alloy steel, cartridge-style tungsten carbide mechanical seals with BUNA-N elastomers rated for 90 psi, green epoxy-coated ductile iron end housings and high-flow siderails, 29:1 speed reducer and 5 hp TEFC 230/460v/3ph/60Hz electric motor.	24,120.00	24,120.00	
1.00	PC2200	CONTROLLER ASSY PC2200 motor controller in a NEMA 4X FRP enclosure accepting 208v/3ph/60Hz input power, includes IEC starter with over-current protection, jam-sensing current transformer and micro-PLC.			
1.00		CUSTOM FRAME ASSEMBLY			
3.00	MANUALS	O&M MANUALS HARD COPY			
1.00	FREIGHT	FREIGHT			
1.00	TARIFF	JWC TARIFF SURCHARGE			
		NOTE: Standard one year warranty is included. One (1) day of start-up supervision by a			

WE ACCEPT ALL MAJOR CREDIT CARDS.
 A 3% CONVENIENCE FEE WILL APPLY.

Subtotal	Continued
Freight	
TOTAL	Continued

GP JAGER, INC.

PO BOX 50
 BOONTON, NJ 07005
 USA

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



QUOTATION

Quote Number: 12142-040220

Quote Date: Apr 2, 2020

Page: 2

Lead time:

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

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

Customer ID	Good Thru	Payment Terms	Manufacturer
12142	5/2/20	Net 30 Days	

Qty	Item	Description	Unit Price	Amount	Project #
		factory-authorized representative is included. LEAD TIMES: SUBMITTALS - 4 WEEKS ARO SHIP EQUIPMENT - 8 WEEKS AFTER APPROVAL OF RELEASE QUOTED BY JANELLE SANZ/RICH FIEDLER PROJECT: CARMEL SD #4			

WE ACCEPT ALL MAJOR CREDIT CARDS.
 A 3% CONVENIENCE FEE WILL APPLY.

Subtotal	24,120.00
Freight	
TOTAL	24,120.00

From: Esteves, Donna
Sent: Tuesday, May 5, 2020 8:16 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: FW: 05-01-20 -- P.O. Request - Town of Carmel - CSD 4 - Muffin Monster

Rich,

Please see attached request which will require a resolution from the Board. There are sufficient funds in the budget for this expense. However, please note that the budget is running low in this district (approximately 25k remaining in our operating lines).

Thanks,

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

From: Harris, Carrie [<mailto:Carrie.Harris@inframark.com>]
Sent: Friday, May 01, 2020 3:28 PM
To: Esteves, Donna
Cc: Brann, Thomas; Beardsley, David; Haimson, Mark
Subject: 05-01-20 -- P.O. Request - Town of Carmel - CSD 4 - Muffin Monster

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

Hi Donna,

Please find attached a P.O. Request and 3 quotes for a muffin monster for CSD #4. Please let me know if you need any other information.

Thanks and have a great weekend!

Best,
Carrie

Carrie Harris | Administrative Assistant



Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: May 6, 2020

Re: CSD#2 Thickener Supernatant Pump

Inframark the operators for Carmel Sewer District #2 (CSD#2), has alerted the Engineering Department (Department) that the pump thickener overflow pump needs to be replaced. The pump has been purchased and will need to be installed.

The work required for the installation is complex as the new pump is not the same make and model as the existing. The work includes the removal of the existing unit, disconnecting of electrical feeds, preparation of the mounting area on the floor such as cutting off old lag bolts, drilling and installing new lags, installation of new ductile iron piping including angle fittings, flanges and the making the spool fittings to go to the new check valve.

Inframark requested and received the following quotes for the installation of this pump:

- TAM Enterprises \$18,438.00
- Inframark \$20,088.00
- All Makes Pump and Motor Repair Did not provide a price

This Department recommends that TAM Enterprises install the pump at a cost of \$18,438.00.

Per the attached there are sufficient funds to make this purchase.

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

TOWN OF CARMEL
ENGINEERING
REQUEST FOR PURCHASE OR REPAIR
District: CSD 2

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

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

Date of Request: 05-01-20

Item requested: Installation of TOT Pump

Purpose of item: Labor and parts for removal of old TOT pump and installation of new TOT pump (which has already been delivered to the site). The pump is a trash flow self-primer pump.

Estimated age of equipment to be replaced / repaired: 15-20 years

Estimated life expectancy of new equipment / repair: 15 years

Labor cost for installation and/or repair: (see below)

Vendor #1: TAM Enterprises, Inc. Cost: \$18,438.00

Vendor #2: Inframark Cost: \$20,088.00

Vendor #3: All Makes Pump & Motor Repair Inc. Cost: *

*All Makes Pump came to site, evaluated, and no bid was offered.



**114 Hartley Road
Goshen, NY 10924**
Phone: (845)-294-8882
Fax: (845)-294-8883

Bill To

Town of Carmel
 60 McAlpin Avenue
 Mahopac, NY 10541

Proposal

Date Proposal #
 3/10/2020 13755

P.O. No.

Terms Net 30

Qty	Description	Rate	Amount
	Proposal: - TOT Pump		
	TAM Enterprises Inc. is pleased to quote the following: Installation of (1) new 4" TOT pump to include the following: - Removal of existing 4" TOT pump. - (1) new 4" check valve on intake piping and fabrication of custom stainless steel offset spool piece. - (1) new 6" check valve. - Fabrication of custom stainless steel offset spool piece on discharge side. - Includes electrical connections from pump to existing splice box.		
	For the sum of: \$18,438.00	18,438.00	18,438.00
	* Price does not include any electrical upgrades in electrical room, if necessary.		

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts.
 Accounts are considered overdue on the 31st day past the invoice date.
 You will also be liable for all legal and collection fees.

Total \$18,438.00

Payments/Credit

Customer Signature: _____

Accepted By: _____

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
 High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
 Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
 Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
 Excavation Services • Emergency Sewer By-pass Pumping • Emergency Utility Services

Inframark Quote

Date: 05-01-20

District: CSD 2

From: Thomas Brann, Project Manager

Scope of Work: Estimated quote from Inframark for the removal of the old TOT pump and installation of the new TOT unit; includes labor and parts.

The removal of an old fairly large 4" TOT pump and installation of the new fairly large TOT unit.

Removal of old unit, piping and cleaning up reusable parts. Disconnecting all electrical feeds. Preparing floor for new unit, such as cutting off old lag bolts, drilling and installing new lags.

The installation of the new unit will be more involved due to the unit not being a direct bolt in unit. The discharge pipe is offset from center, from side to side and forward and backward. This will require some new 4 in. ductile piping including angle fittings, flanges and the making up a couple spool fittings to go to the new check valve. There is also a possibility the electrical conduits may have to be relocated due to the larger mounting base.

Total estimated cost for labor and parts: \$20,088.00

From: Esteves, Donna
Sent: Tuesday, May 5, 2020 8:13 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: FW: 05-01-20 -- P.O. Request - Town of Carmel - CSD2 - TOT Pump Installation

Rich,

Please see attached request that will require a resolution from the Board. There are sufficient funds in the budget for this expense. However, please note that the budget is running low in this district (approximately 30k remaining in our operating lines).

Thanks,

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

From: Harris, Carrie [<mailto:Carrie.Harris@inframark.com>]
Sent: Friday, May 01, 2020 4:06 PM
To: Esteves, Donna
Cc: Brann, Thomas; Grippo, Arthur
Subject: 05-01-20 -- P.O. Request - Town of Carmel - CSD2 - TOT Pump Installation

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 Donna,

Please find attached a P.O. Request for CSD2 for the installation of the TOT pump that we have already acquired. Please see also attached quotes. Let me know if you need any other information.

Thanks,
Carrie

Carrie Harris | Administrative Assistant



2 Renwick Street | Newburgh, NY 12550

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: May 6, 2020

Re: Signs for Lake Casse Park District

The Lake Casse Park District (LCPD) received the attached quote from Sundog Signs, LLC to have new signs installed at the Park District facilities. The quote consists of one large sign and four smaller signs. The cost for all five signs with installation and hardware is \$8,650.00.

Based on the Town's procurement policy this service could be characterized as "Sole Source Provider" as identified in the Procurement Policy and as such the purchase would be exempt from competitive pricing, which means that no waiver from the Board of the Procurement Policy is required. A more detailed discussion on the procurement policy is attached.

The LCPD, per the attached, would like to have these signs created and per the attached there are sufficient funds in the LCPD for this work.

It should be noted that Sundog Signs has completed the new sign for Carmel Town Hall and that the Recreation department has used Sundog for the creation of several signs throughout the park properties. We have been extremely satisfied with the products created by Sundog in response to our varied needs.

Based upon the above information, we recommend that the Town Board authorize this expenditure.

Sundog Signs LLC

1408 Peekskill Hollow Rd., Carmel, N.Y. 10512
845 228 6447

3/23/20

Lake Casse

One single sided, carved and painted sign 40 x 72”
Material .75 high density urethane mounted onto .75 pvc
With inlayed image (raised)
\$2225

Six 41 x 31 carved and painted signs.

4- “Park Community
1- Park Community Residents Only
1- Rules sign

5 with inlayed image
1 with rules plaque inlayed
\$875 each
Total for 6 small signs
\$5250

Posts and hardware
For the six small signs
4 x 4 x 10 pt post
4 x 4 x8 white pvc sleeve
New England style cap (Pyramid)
Aluminum for the mounting of the sign
\$125 x 6
\$750

Large sign posts and hardware

4 x 4 x 8 pt post

2 x 4 x 8 pt post

5" pvc sleeve and New England Style Cap

Brackets from By Hammer By Hand (175)

\$425

Job Total

\$8650

Thanks

Drew Howland

SunDog Signs

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

To: FILE
From: Richard J. Franzetti P.E. Town Engineer
Date: May 6, 2020
Re: PROCUREMENT DISCUSSION

PROCUREMENT DISCUSSION

The proposed expenditure is below the threshold for public bidding in both the Public Work category and the goods purchase category. Therefore, only the Town of Carmel adopted Procurement Policy is applicable. These signs involve a degree of creativity (see attached rendering and color mock ups). As such they may be considered by the Board as a professional service.

The Professional service is subject to competitive pricing by way of official RFPs. However, unlike most professional service engaged by the Town of Carmel, which result in a paper work product like plans or bonding counsel or legal opinions, the proposed service results in a finished product that would be properly characterized a "goods" which is the signs themselves.

As such, because there is an element of uniqueness to the signs, the Board might properly consider the product to be as "Sole Source". In that case Sundog Signs could be characterized as "Sole Source Provider" as identified in the Procurement Policy. As such the purchase would be exempt from competitive pricing, which means that no waiver from the Board of the Procurement Policy is required. We recommend that the Board consider the latter approach and declare that Sundog LLC., for purposes of this project a Sole Source Provider.

From: [Franzetti, Richard](#)
To: [Franzetti, Richard](#)
Subject: FW: FW: Est. for signs
Date: Thursday, May 7, 2020 9:59:13 AM

From: Vara, Rob
Sent: Thursday, May 7, 2020 9:55 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: FW: FW: Est. for signs

Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541
Ph. 845-628-1500 ex. 183 Fax:845-628-7085

From: siclari36 [<mailto:siclari36@verizon.net>]
Sent: Wednesday, May 6, 2020 10:37 AM
To: Vara, Rob
Subject: RE: FW: Est. for signs

Yes please ! And thanks for all your help. Bill

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Vara, Rob" <rjv2@ci.carmel.ny.us>
Date: 5/6/20 10:24 AM (GMT-05:00)
To: siclari36@verizon.net
Cc: "Franzetti, Richard" <rjf@ci.carmel.ny.us>, "Esteves, Donna" <de@ci.carmel.ny.us>
Subject: FW: Est. for signs

Bill,

I am putting together a memo for the Town Board on the proposal provided by Sundog Signs (attached). As part of the back up, I want to know that the Park District would like to proceed with this and that. Please let me know. We will then get the matter on for the next available work session, for action by the Board.

Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue

Mahopac, New York 10541
Ph. 845-628-1500 ex. 183 Fax:845-628-7085

From: Esteves, Donna
Sent: Tuesday, March 24, 2020 9:56 AM
To: Vara, Rob
Cc: Bill Siclari (siclari36@verizon.net)
Subject: FW: Est. for signs

Rah,

See attached quote for signs at Lake Casse. Bill is trying to get 2 more quotes. Is there other vendors you could suggest?

Thanks,

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

From: siclari36 [<mailto:siclari36@verizon.net>]
Sent: Monday, March 23, 2020 2:52 PM
To: Esteves, Donna
Subject: FW: Est. for signs

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.

Donna , Here is the total for all new signs and posts through out the park district .
Please let me know what's next .Bill

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: SUN DOG SUN DOG SIGNS <sundogsigms@comcast.net>
Date: 3/23/20 2:26 PM (GMT-05:00)
To: siclari36 <siclari36@verizon.net>
Subject: Est. for signs

Hey Bill,

Here you go.
Let me know.
Thanks
Drew

From: [Vara, Rob](#)
To: [Franzetti, Richard](#)
Subject: FW: 05-06-2020 Funding for Signs at Lake Casse Park District
Date: Thursday, May 7, 2020 9:58:03 AM

Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541
Ph. 845-628-1500 ex. 183 Fax:845-628-7085

From: Esteves, Donna
Sent: Thursday, May 7, 2020 7:29 AM
To: Vara, Rob
Subject: RE: 05-06-2020 Funding for Signs at Lake Casse Park District

Good Morning Rob,

Yes there are sufficient funds in the budget for this expense.

Thanks,

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

From: Vara, Rob
Sent: Wednesday, May 06, 2020 3:49 PM
To: Esteves, Donna
Cc: Franzetti, Richard; Maxwell, Mary Ann
Subject: 05-06-2020 Funding for Signs at Lake Casse Park District

DE,

I am preparing a memo for the Board to consider spending \$8,650.00 for new signs for the park district. Could you please advise if there are sufficient funds in the budget for this expenditure.

Thank you.

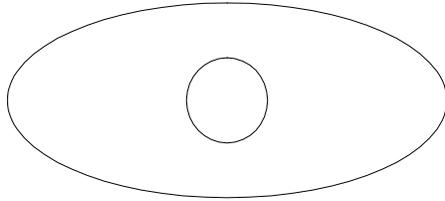
Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

A decorative sign with a teal and dark blue background. The sign has a curved top and a central gold sunburst emblem. The text 'LAKE CASSE' is written in white, serif, arched letters on a teal rectangular panel with a gold border. The sign is mounted on a wooden deck.

LAKE CASSE



LAKE CASSE



*Park
Community*

Est. 1954



Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: May 7, 2020

Re: R2019-006 Storage Tank Rehab Design Scope Amendment

The preliminary basis of design (BOD), as developed by Weston and Sampson (W&S) for the Storage Tank Rehabilitation project was as presented to the Town Board at the May 6, 2020 work session. A copy of this presentation is attached. The BOD identified the following:

- New Tanks at Everett Road in Carmel Water District (CWD) and in CWD 14. This includes the need for topographic surveys, geotechnical investigations and State Historic Preservation Office (SHPO) and SEQRA review at each of these sites.
- Development of a water system model at CWD 2. This includes an assessment of flow availability within the system to assess the overall flow and impact of taking each tank offline individually
- Structure replacement at the CWD 9 tank. This includes the design drawings and specifications for the replacement of the wood building structure that houses the hydro-pneumatic water tank.
- Additional design, bid phase and construction services. This includes the preparation of three (3) sets of construction documents including three (3) contracts and three (3) sets of plans and the associated bid and construction phase services.

As discussed with the Board, W&S was asked to provide a cost estimate for these additional services. A detailed summary of the costs is provided in the attached from W&S. These costs have been included in the recommended bond increases presented. A brief summary of the costs is provided as follows:

Additional services for New Tanks and New Structure			
CWD	2	14	9
Topographic Survey	\$6,400.00	\$5,500.00	-
Geotechnical Investigations	\$8,500.00	\$8,500.00	-
SHPO and SEQRA	\$4,900.00	\$4,900.00	-
Water system model	\$15,500.00	NA	-
Structure Replacement	-	-	\$9,900.00
Total	\$35,300.00	\$18,900.00	\$9,900.00

05-07-2020

R2019-006 Storage Tank Rehab Design Scope Amendment

Additional design, bid phase and construction services					
CWD	2	3	8	9	14
Design Phase	\$9,900.00	\$900.00	\$2,000.00	\$100.00	\$2,500.00
Bid Phase	\$4,500.00	\$400.00	\$900.00	\$100.00	\$1,100.00
Construction	\$27,000.00	\$2,500.00	\$5,500.00	\$400.00	\$6,800.00
Total	\$41,400.00	\$3,800.00	\$8,400.00	\$600.00	\$10,400.00

We recommend that the Board approve this contract amendment. This Department respectfully requests that this matter be placed on the next Town Board work session.

Rehabilitation of Water Storage Tanks Carmel Water Districts 2, 3, 8, 9 & 14

R2019-006

May 6, 2020

Principal-in-Charge: Jeff Budrow, PE

Project Manager: Joe Zongol, PE

Presentation Outline

- District Storage
- Proposed Approach
- Recommendations during Construction
- Additional Engineering
- Cost analysis comparing alternatives and bond estimates

CWD #2 – Carmel Hamlet

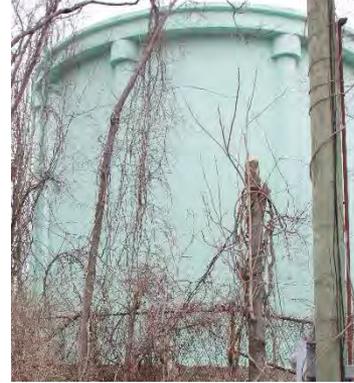
- **District Storage:** Three Welded Steel Tanks (1) Everett Road 300,000 gal. (2) Lindy Drive 300,000 gal. (3) Clapboard Ridge 500,000 gal.
- **Proposed Approach:** build a new 300,000-gallon tank adjacent to existing Everett Road tank, keeping existing tank in service during construction. Rehabilitate Lindy Drive and Clapboard Ridge tanks one at a time
- **Recommendations during Construction:** Water use restrictions per Town Code Section §151-22
- **Additional Engineering:** Geotechnical Investigation, Topographic Survey, SHPO and SEQR review for the Everett Road Tank, and water system model of CWD #2

CWD #2 – Carmel Hamlet

Cost Analysis Summary: CWD #2 – Carmel Hamlet			
Alternative	Capital Cost	Maintenance Cost	Total 50 Year Cost
Clapboard Ridge (Shoprite) Tank Rehabilitation ⁽¹⁾⁽²⁾	\$756,000	\$1,545,000	\$2,301,000
Clapboard Ridge (Shoprite) Tank Replacement	\$1,094,000	\$229,300	\$1,393,300
Everett Road Tank Rehabilitation ⁽¹⁾	\$653,000	\$1,215,000	\$1,868,000
Everett Road Tank Replacement ⁽³⁾	\$838,000	\$217,600	\$997,600
Lindy Drive Tank Rehabilitation ⁽¹⁾⁽²⁾	\$722,000	\$1,215,000	\$1,937,000
Lindy Drive Tank Replacement	\$854,000	\$217,600	\$1,071,600
Total Estimated Cost for Recommended Options (Recommended in Bold Italics)	\$2,316,000	-	-
Bond Est. (15 yr.)	\$1,562,615	-	-

CWD #2 – Carmel Hamlet

- Everett Road tank replacement is approx. \$185,000 more than rehabilitation
- Using the existing (old) Everett Road tank as “temporary” supplemental storage potentially provides net savings of around \$190,000.
- A water model is necessary to determine if this approach is feasible



Lindy Drive



Clapboard Ridge



Everett Road Parking Area



Everett Road Tank

CWD #2 – Carmel Hamlet

Project Implementation Outcomes:

1. The distribution system can support Lindy Drive and Clapboard Ridge Tanks out of Service
2. Distribution system, when relining is complete, can support Lindy Drive and Clapboard Ridge Tanks out of Service
3. Distribution system cannot support a tank out of service



CWD #3 – Lake Secor

- **District Storage:** One 227,000-gallon glass lined tank
- **Proposed Approach:** The tank will have to be taken out of service for rehabilitation.
- **Recommendations during Construction:** Water use restrictions per Town Code Section §151-22



Cost Summary: CWD #3 – Lake Secor	
Alternative	Capital Cost
Lake Secor Tank Rehabilitation	\$161,400
Bond Est. (15 yr.)	\$282,538

CWD #8 – Mahopac Ridge

- **District Storage:** Two glass lined tanks: (1) Crest Road 263,000-gal. (2) Kings Ridge 74,000-gal.
- **Proposed Approach:** Tanks taken out of service one at a time. Modifications to the pump station and a temporary pressure vessel will be necessary.
- **Recommendations during Construction:** Water use restrictions per Town Code Section §151-22



Crest Road



Kings Ridge



Cost Summary: CWD #8 – Mahopac Ridge	
Alternative	Capital Cost
Crest Road Tank Rehabilitation	\$126,200
Kings Ridge Tank Rehabilitation	\$124,800
Total Rehabilitation Cost	\$251,000
Bond Est. (15 yr.)	\$474,490

CWD #9 – Mahopac Hills

- **District Storage:** Single 10,800-gallon hydro-pneumatic tank in a block and wood framed building
- **Proposed Approach:** The tank can remain in service during work
- **Additional Engineering:** The system operator has requested that the wood structure be replaced. Estimated construction cost \$15,000



Cost Summary: CWD #9 – Mahopac Hills	
Alternative	Capital Cost
Vista Ridge Tank Rehabilitation ⁽¹⁾	\$34,900
Bond Est. (15 yr.)	\$17,684

Note: Rehab. Estimate without wood structure is \$8,500

CWD #14 – Red Mills

- **District Storage:** Two 18,000-gallon welded steel tanks
- **Proposed Approach:** Build a new 40,000-gallon tank adjacent to the existing tanks. Existing tanks can remain in service during work.
- **Additional Engineering:** Geotechnical Investigation, Topographic Survey, SHPO Review and SEQR



Cost Analysis Summary: CWD #14 – Red Mills

Alternative	Capital Cost	Maintenance Cost	Total 50 Year Cost
Red Mills Tank(s) Rehabilitation ⁽¹⁾	\$421,100	\$413,820	\$834,820
Red Mills Tank Replacement	\$374,500	\$57,080	\$406,880
Bond Est. (15 yr.)	\$391,063	-	-

Project Bidding Approaches

- Single Contract
 - Sole source responsibility with 1 GC
 - Uniformity of Equipment & Materials
 - Lowest CA Cost
 - Simplest Bidding
 - Reduced liability related to claims/delays

Project Bidding Approaches

- Two Contracts
 - One contract for rehab work & one for new tanks
 - Uniformity of Equipment & Materials for each contract
 - Increased CA Cost to administer 2 contracts
 - Potential liability related to claims/delays for CWD #2

Project Bidding Approaches

- Six Contracts
 - One contract per district, with Two for CWD #2 (one for new tank, one for rehab)
 - Potential lowest construction costs but increased mobilization
 - Potential Lack of Uniformity of Equipment & Materials for each contract
 - Increased CA Cost to administer 6 contracts
 - Potential liability related to claims/delays for CWD #2

thank you

westonandsampson.com

Weston & SampsonSM

transform your environment

May 7, 2020

Richard J. Franzetti, P.E.
Town Engineer
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Re: **RFP-2019-006**
Water Tank Rehabilitation Proposal
Request for Amendment No. 1

Dear Mr. Franzetti:

The Town of Carmel (Town) owns several standpipe style water storage tanks in multiple districts across the Town, each district having its own budget, debt load, and financing requirements in order to maintain their tanks. The Town retained Pittsburgh Tank & Tower Group (PTTG) to inspect each tank in the inventory and provide a report of their finding and recommendations back in March 2019.

The Town Board of the Town of Carmel (Town), as Commissioners of the Town owned Water Districts, selected Weston & Sampson to provide design, bidding, and construction engineering services for the rehabilitation of water storage tanks in multiple districts across the Town. As a value added service and one of our first tasks, Weston & Sampson reviewed the recommendations provided within the PTTG report and compared them to applicable American Water Work Association (AWWA), Occupational Safety and Health Administration (OSHA), Department of Health (DOH), and general recommended engineering practices to refine and the scope of the repair for each tank. In addition, Weston & Sampson performed a 50-year life-cycle cost analysis comparing the cost of rehabilitating each tank to the construction of a new glass-lined water tank. Based on the results of our review and cost analysis, it was determined, in consultation with the Town, that the most cost effective approach would be to replace the 300,000 gallon Everett Road tank in Carmel Water District (CWD) #2 as well as the two 18,000 gallon tanks within CWD #14 with one 40,000 gallon tank.

The new Everett Road Tank can be constructed completely independently of the existing tanks and placed in service while the existing tanks are in operation. The new tank will be constructed adjacent to the existing tank, disinfected, and connected to the water system before the existing tank is taken out of service. This approach eliminates the need for costly temporary water provisions and also provides a tank with decreased long-term maintenance costs. In addition, the existing Everett Road tank can remain in service while the other CWD #2 tanks, Clapboard Ridge and Lindy Drive, are out of service, maintaining storage for the water district. This approach could potentially save the District money for temporary water provisions as well. However, it is known that the water distribution system contains heavily tuberculated water mains which reduces the flow of water within the system.

The concern with this approach is that based on the condition of the water system distribution pipes. The water from the Everett Road tanks (proposed and existing) may not make it to the Lindy Drive or Clapboard Ridge service areas with the same flow and pressure due to the condition of the existing pipes. Weston & Sampson is also aware that design is underway to clean and cement line the tuberculated water mains, but the anticipated construction schedule is unknown at this time. Therefore, to further assess the viability, we propose that we perform flow tests and develop a water model of CWD #2 to determine if Lindy Drive tank and Clapboard Ridge tanks can be taken out of service with the distribution system in its current condition, saving the Town money on temporary water tankage.

Given the change in design direction for rehabilitation of an existing tank to construction of a new tank, additional field information is necessary to complete the design. Therefore, we have prepared this amendment to include the necessary State Historic Preservation Office (SHPO) reviews, State Environmental Quality Review (SEQR) Act determinations, geotechnical evaluation needed to design new tank foundations, topographic survey to site the new tanks, and development of a water system model for CWD #2.

In addition, it has been requested that Weston & Sampson provide a design for the replacement of the wood structure that houses the pneumatic water tank within CWD #9. These engineering related services are beyond the original scope of work.

Finally, the Town has decided to split the Project into three separate construction contracts in an effort to obtain the lowest possible bids. The contracts will be split into (1) rehabilitation and construction of new glass lined tanks, (2) rehabilitation of steel tanks, and (3) reconstruction of the CWD #9 wood structure. This will increase the effort necessary for the design and construction contract development phase, bidding phase, and construction administration phase assistance beyond that in our approved contract scope of work which assumed all design, bidding, and construction would be under one design contract with one selected contractor.

Therefore, we are pleased to present this amendment for the following out of scope geotechnical, survey, SHPO, SEQ, contract development, bidding, and construction administration services:

CWD #2, Flow Test and Water System Model:

To conduct a flow test and prepare a water system model of the CWD #2 distribution system. The proposal is based on the assumption that GIS mapping of the water system is not available, and partial system AutoCAD files will be provided. We propose the following tasks:

- Using existing available mapping, we will prepare a map of the water distribution system with markups of pipe sizes, installation dates, and material. This map will be provided to the Town for review and markup prior to use within the water model.
- W&S digitize the map of the water mains into GIS which will include populating diameter, age, pipe material. We will then perform a connectivity check and populate nodal information for elevation.
- The Town will provide the top 10 water demand users and overall water demand
- W&S will conduct one day of flow tests at pre-determined locations. This may include isolating or taking water storage tanks out of service temporarily. In the event taking the tank out of service causes pressure issues within the system, the tanks will be immediately be placed back in service.
- The flow test results will be used to calibrate the water model
- W&S will then assess flow availability within the system looking at overall flow and impact of taking each tank offline individually
- W&S will provide a summary memo of results
- We will attend a coordination meeting with the Town Engineer to review the results and discuss the temporary water needs for the tank rehabilitation project.

Upon completion of the water model, it will be provided to the Town for their use on future projects.

The cost associated with the level of effort for CWD #2 is \$15,500.

CWD #2 & 14, Topographic Survey of new tank locations:

We will perform a Partial Topographic / Existing Conditions survey of the following sites:

- approximately a 1-acre area being portion of tax map number 55.7-1-14 and located south of the Cul-de-Sac on Everett Road
- approximately a 1/2-acre area being portion of tax map number 64.14-1-8 and located on the southerly side of Airport Road

Existing roadways, walks, paths, fences, pavement, concrete, ramps, curbing (top and bottom) along with sidewalks will be located. The perimeter of wooded areas will be located. The location of utility poles, gate valves, catch basins, manholes, water spigots, light standards and other evidence of utilities will be shown. Contours of the ground surface at one (1) foot intervals extending to the parcel limits. Two (2) Benchmarks will be established during the field survey and described on the mapping. Adjoining private property boundary lines will be shown based on NYSGIS data.

The cost associated with the level of effort for CWD #2 is \$6,400.

The cost associated with the level of effort for CWD #14 is \$5,500.

CWD #2 & 14, Geotechnical Evaluation of New Everett Road and Red Mills Water Tank:

Through the use of our subconsultant Terracon, the following geotechnical scope will be provided at each site: Two, 20-foot (or to practical refusal) soil borings will be advanced at each site with a trailer or an all-terrain mounted drill rig using continuous flight augers or flush joint casing with tri-cone rotary techniques. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT) ASTM D1586. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer or geologist. In addition, we will observe and record groundwater levels during drilling and sampling. Upon encountering bedrock or refusal-to-drilling conditions above a depth of 10 feet below the ground surface, rock coring will be performed at one of the two borings. A minimum of 5 feet of rock coring will be performed at this project. Water will be used as a drilling fluid for rock coring and the spent water will be discharged on site.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. The anticipated laboratory testing may include the following:

- Water content
- Grain size analysis
- Unconfined compressive strength

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

The cost associated with the level of effort for CWD #2 is \$8,500.

The cost associated with the level of effort for CWD #14 is \$8,500.

CWD #2 & 14, SHPO and SEQR Reviews:

Since new tanks are proposed to be constructed, the project is subject to SEQR and SHPO review for each district.

SEQR Documentation – As a replace-in-kind project, it is our opinion that this project is a SEQR Type II Action based on our experience with prior projects. We will provide the Town with draft resolution language to support its declaration of this project as a Type II action. The Town shall consult with its attorney for confirmation that the project meets the legal definition of a Type II action.

SHPO Review Determination Letter - We will submit a State Historic Preservation Office (SHPO) project review request package on behalf of the Town. Since this work is either on or adjacent to previously disturbed areas, this proposal assumes that this project will be considered No Impact by SHPO. If SHPO determines additional studies or information is needed, we will provide a scope of services commensurate with the required level of effort.

The cost associated with the level of effort for CWD #2 is \$4,900.

The cost associated with the level of effort for CWD #14 is \$4,900.

CWD #9 Mahopac Hills Structure Replacement:

Weston & Sampson will provide design drawings and specifications for the replacement of the wood building structure that houses the hydro-pneumatic water tank. This will include removal of the existing structure down to the Concrete Masonry Unit (CMU) blocks, rebuilding the walls and roofing system, and repairing cracks within the

CMU block joints. The Town has indicated that their engineering staff will provide the associated construction inspection services to account for this expansion in construction scope. The cost associated with the level of effort for this work is \$9,900 for the additional design.

Additional Design Phase Services for all Districts:

The construction documents were originally scoped to be written as a single construction contract to be awarded to a single contractor to conduct all the work outlined within the documents. The Town now anticipates preparation of three sets of construction documents including three contracts and three sets of plans. This also increases coordination effort with health department permitting. The cost increase associated with creating multiple sets of contract documents, distributed amongst the districts, are as follows:

CWD #2: \$9,900
 CWD #3: \$900
 CWD #8: \$2,000
 CWD #9: \$100
CWD #14: \$2,500
 Total: \$15,400

Additional Bid Phase Services for all Districts:

The bid documents were originally anticipated to be bid as one contract. The documents will now be bid as three contracts. This removes some of the efficiencies in our bidding administration effort under a single contract approach. The additional Bidding Support Services will include the following:

- Draft and submit to the town for review, approval, and publication, a public bid advertisement for three construction projects.
- Provide and issue from our office a complete electronic set of three contract documents for bidding. Contract documents shall be provided in electronic format to the Town for its use so that they can be made available for online publishing and viewing through their web-based bidding service. We shall provide three (3) hard copy sets of each set of contract documents to the Town for its use. Two (2) of the Town's hard copy sets shall be full-size plans while one (1) of the Town's hard copy sets shall be half-size plans for each contract
- Conduct up to three pre-bid conferences with bidders and other interested parties prior to receipt of bids for the project. Record minutes of the meeting, attendees, and agenda, and distribute to attendees following the meeting.
- Attend up to three the bid openings.
- Assist the Town with securing and tabulating bids for each construction contract; review and analysis of the bid results; providing a tabulation of the bid results; and review and analysis of bidders' qualifications to conduct the work for each contract.
- Submit three letters of recommendation.

The cost increase associated with creating multiple sets of contract documents, distributed amongst the districts, are as follows:

CWD #2: \$4,500
 CWD #3: \$400
 CWD #8: \$900
 CWD #9: \$100
CWD #14: \$1,100
 Total: \$7,000

Additional Construction Phase Services for all Districts:

The bid documents were originally written to be awarded to a single contractor to conduct all the work outlined within the documents. The Town now anticipates awarding three separate contracts. This removes some of the efficiencies in our construction administration effort under a single contract approach. The additional Construction Administrative Services will include the following:

- Conduct up to three pre-construction meetings with the selected contractors, Town and other interested parties to discuss the scope, schedule and project goals. Record minutes of the meeting, attendees, and agenda, and distribute to attendees following each meeting. Five copies of all assembled contract documents issued for construction shall be provided.
- Review of three sets of shop drawings for general compliance with the contract documents.
- Review and processing of any change orders or request for information from three contractors that may arise during the construction.
- Review three contractor's monthly application for payment requests based on quantities and work completed and prepare a recommendation to Town for payment to the contractor. Prepare and submit three recommendations of substantial completion to the Town.

The cost increase associated with creating multiple sets of contract documents are as follows:

CWD #2: \$27,000
 CWD #3: \$2,500
 CWD #8: \$5,500
 CWD #9: \$400
 CWD #14: \$6,800
 Total: \$42,200

Based on our revised scope request by the Town, as described above, we have developed an updated Fee Schedule summary.

Amendment No. 1 Summary			
	Original Value	Amendment No. 1	Revised Value
CWD #2 – Hamlet of Carmel			
Task 1: Design Services (Lump Sum)	\$59,800	\$45,200	\$105,000
Task 2: Bidding Services (Lump Sum)	\$5,900	\$4,500	\$10,400
Task 3: Construction Services (Lump Sum)	\$71,900	\$27,000	\$98,900
CWD #2 Total	\$137,600	\$76,700	\$214,300
CWD #3 – Lake Secor			
Task 1: Design Services (Lump Sum)	\$5,700	\$900	\$6,600
Task 2: Bidding Services (Lump Sum)	\$600	\$400	\$1,000
Task 3: Construction Services (Lump Sum)	\$6,800	\$2,500	\$9,300
CWD #3 Total	\$13,100	\$3,800	\$16,900

CWD #8 – Mahopac Ridge			
Task 1: Design Services (Lump Sum)	\$12,200	\$2,000	\$14,200
Task 2: Bidding Services (Lump Sum)	\$1,200	\$900	\$2,100
Task 3: Construction Services (Lump Sum)	\$14,600	\$5,500	\$20,100
CWD #8 Total	\$28,000	\$8,400	\$36,400
CWD #9 – Mahopac Hills			
Task 1: Design Services (Lump Sum)	\$1,000	\$10,000	\$11,000
Task 2: Bidding Services (Lump Sum)	\$100	\$100	\$200
Task 3: Construction Services (Lump Sum)	\$1,200	\$400	\$1,600
CWD #9 Total	\$2,300	\$10,500	\$12,800
CWD #14 – Red Mills			
Task 1: Design Services (Lump Sum)	\$15,000	\$21,400	\$36,400
Task 2: Bidding Services (Lump Sum)	\$1,500	\$1,100	\$2,600
Task 3: Construction Services (Lump Sum)	\$18,000	\$6,800	\$24,800
CWD #14 Total	\$34,500	\$29,300	\$63,800
PROJECT TOTAL	\$215,500	\$128,700	\$344,200

All other terms, conditions, and contract scope items shall remain as described in our original professional services contract with the Town.

We look forward to continuing to assist the Town with this important project. If you have any questions or require further information, please don't hesitate to contact me at budrowj@wseinc.com or Joe Zongol at, zongolj@wseinc.com or at 518-463-4400.

Sincerely,
WESTON & SAMPSON, PE, LS, LA, PC

Jeffery Budrow, PE
Senior Associate

Joseph Zongol, PE
Associate

AMENDMENT NO. 1
 to the
Contract Scope of Work (dated November 15, 2019)
(Contract)
 for
Rehabilitation of Water Storage Tanks Carmel Water Districts 2, 3, 8, 9, & 14 R2019-006
(Project)
 between
Town of Carmel
(Town)
 and
Weston & Sampson, PE, LS, LA, PC
(Weston & Sampson)

This Amendment authorizes the addition of funds for the Rehabilitation of Water Storage Tanks Carmel Water Districts 2, 3, 8, 9, & 14, contract R2019-006. A summary of the addition of funds authorized under this amendment and the original project budget is provided below:

Amendment No. 1 Summary

Amendment No. 1 Summary			
Project Task	Original Contract Value	Amendment No. 1	New Contract Value
CWD #2 – Hamlet of Carmel	\$137,600	\$76,700	\$214,300
CWD #3 – Lake Secor	\$13,100	\$3,800	\$16,900
CWD #8 – Mahopac Ridge	\$28,000	\$8,400	\$36,400
CWD #9 – Mahopac Hills	\$2,300	\$10,500	\$12,800
CWD #14 – Red Mills	\$34,500	\$29,300	\$63,800
TOTAL LUMP SUM (NOT TO EXCEED FEE)	\$215,500	\$128,700	\$344,200

All other terms, conditions, and contract scope items shall remain as described in the original contract. There is no additional compensation authorized under this amendment. The billings for this project shall not exceed \$344,200 without written authorization from the Town.

ACCEPTED FOR:
Town of Carmel

By: (signature) _____
(please print name) _____

Title: _____
Date: _____