

MICHAEL S. CAZZARI
Town Supervisor

ROBERT F. SCHANIL, JR.
Town Councilman
Deputy Supervisor

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

TOWN OF CARMEL
TOWN HALL



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

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD VOTING MEETING/WORK SESSION
Wednesday, July 20, 2022 7:00pm

- **Roll Call - Attendance**

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

Public Hearing #1: On a Proposed Local Law of the Year 2022 Amending Chapter 147 of the Town Code of the Town of Carmel, Entitled "Vehicles and Traffic"

#1A. Consider Resolution Making SEQRA Determination

#1B. Consider Motion to Enact Law

Town Board Voting Meeting:

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

- **Accept Town Board Minutes June 15, and July 6, 2022**

1. Res: Making Appointment of Senior Account Clerk in the Town of Carmel Police Department
2. Res: Accepting Annual Financial Report of the Town's Independent Auditor for Fiscal Year Ending 2021
3. Res: Accepting Proposal for Smoke Testing – Carmel Sewer District #5
4. Res: Acknowledging Emergency Repairs/Services Carmel water and Sewer Districts
5. Res: Awarding Bid for Installation of Network Access Control Systems Town of Carmel Police Department and Town Hall Contract #C280
6. Res: Authorizing Signing of Change Order #1 Carmel Water Districts 2,3,8 and 14 Town Wide Water Tank Rehabilitation and Installation Contract #C268
7. Res: Authorizing Signing of Change Order #2 Carmel Water Districts 2,3,8 and 14 Town Wide Water Tank Rehabilitation and Installation Contract # C268

8. Res: Authorizing Signing of Change Order #2 Carmel Sewer District #2 Bar Screen and Grit Classifier Contract # C275
9. Res: Acknowledging Extension of Contract for Information Technology Services-Logically, Inc
10. Res: Accepting Amended Proposal for Engineering Services Carmel Sewer District #4 Infiltration & Inflow (I&I) Investigation
11. Res: Authorizing Signing of License Agreement Between the Mahopac Central School District and the Town of Carmel for the Use of the Lakeview Elementary School Parking Lot
12. Res: Authorizing Signing of Memorandum of Understanding Between the Mahopac Central School District and the Town of Carmel for Use of Athletic Fields, School Facilities and Town Facilities
13. Res: Authorizing Execution of Confidential Agreement and General Release
14. Res: Authorizing Submission of Consolidated Funding Application for Assistance from the New York State Climate Smart Communities Grant Program

- **Town Board Comments**
- **Motion to Adjourn Voting Meeting**
- **Motion to Open Work Session**

Town Board Work Session:

1. Supervisor Michael Cazzari – Discussion of Proposal for the Purchase and Installation of Town Welcome Signs for the Mahopac Falls Hamlet, Mahopac Hamlet and Carmel Hamlet
- **Motion to Adjourn Work Session**

TB-WS7-20-2022 PUBLIC HEARING #1

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, July 20, 2022 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law amending Chapter 147 of the Code of the Town of Carmel entitled "Vehicles and Traffic" making certain street(s) within the Town of Carmel one-way traffic/travel only as follows:

PROPOSED LOCAL LAW #___ OF THE YEAR 2022
A LOCAL LAW AMENDING CHAPTER 147 OF THE CODE OF THE TOWN OF
CARMEL ENTITLED "VEHICLES AND TRAFFIC"

SECTION 1

This Local Law shall be known as 2022 Amendments to Chapter 147 entitled "Vehicles and Traffic".

SECTION 2

Chapter 147 of the Town Code of the Town of Carmel, §147-39, Schedule II: One Way Streets:

In accordance with the provision of §147-5, no person shall park a vehicle for longer than the time limit shown upon any of the following described streets or parts of streets:

<u>NAME OF STREET</u>	<u>DIRECTION OF TRAVEL</u>	<u>LIMITS</u>
CHERRY LANE	NORTH ONLY	BETWEEN ROUTE 6 AND ROUTE 6N

SECTION 3 - HOME RULE

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

SECTION 4 - SEVERABILITY

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 5 - EFFECTIVE DATE

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

At said Public Hearing, all interested persons shall be heard on the subject thereof. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

By Order of the Town Board
of the Town of Carmel
Ann Spofford, Town Clerk

RESOLUTION #PH1A

RESOLUTION MAKING SEQR DETERMINATION IN REGARD TO THE PROPOSED LOCAL LAW # OF THE YEAR 2022 ENACTING CHAPTER 147 OF THE TOWN CODE OF THE TOWN OF CARMEL

RESOLVED that the Town Board of the Town of Carmel hereby determines that, the Local Law # Amending Chapter 147 of the Town Code of the Town of Carmel, Entitled, "Vehicles and Traffic" is a Type II action under SEQR, NYCRR Section 617.5(c) (27) and no further review is necessary.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #1
RESOLUTION MAKING APPOINTMENT OF
SENIOR ACCOUNT CLERK
TOWN OF CARMEL POLICE DEPARTMENT

RESOLVED that the Town Board of the Town of Carmel hereby appoints Lisa Chicorikas to the position of Senior Account Clerk in the Town of Carmel Police Department at a CSEA Group 5 Step 2 salary level effective August 1, 2022, subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #2

**RESOLUTION ACCEPTING ANNUAL FINANCIAL REPORT
OF THE TOWN'S INDEPENDENT AUDITOR FOR FISCAL YEAR ENDING 2021**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the Comprehensive Financial Independent Audit Report of the Town's independent auditor PKF O'Connor Davies, for fiscal year 2021 and hereby directs Town Clerk Ann Spofford to publish all notices required in connection herewith in the official newspapers of the Town.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #3

RESOLUTION ACCEPTING PROPOSAL FOR SMOKE TESTING – CARMEL SEWER DISTRICT #5

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #5, and upon the recommendation of Town of Carmel Town Engineer Richard J. Franzetti, P.E. as fully detailed his memo dated, June 29, 2022, hereby accepts the proposal of Dukes Root Control, subcontractor of Inframark, Horsham, PA, for smoke testing services at the Carmel Sewer District #5 Treatment Plant at a cost not to exceed \$14,600.00, in accordance with the proposal/invoice of Inframark, Horsham PA, dated May 10,2022; and

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

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

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #4

RESOLUTION ACKNOWLEDGING EMERGENCY REPAIRS/SERVICES 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 as fully detailed in the memorandum of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated June 23, 2022, as attached hereto and made a part thereof.

Resolution

Offered by: _____

Seconded by: _____

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

Richard J. Franzetti, P.E.
Town Engineer

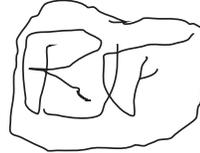


(845) 628-1500
(845) 628-2087
Fax (845) 628-7085

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: June 23, 2022
Revised 07-15-22
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 \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Sewer District 7 – Driveway Drain Pipe Repair

Inframark, the operators of CSD 7 advised the Engineering Department that a small sink hole on top of a 48-inch culvert pipe at the entrance to CSD 7 had expanded. The sink hole was covered by a steel plate had extended beyond the steel plate after the heavy rains in early June. This presented a significant safety concern for the workers and the sludge hauling company (EarthCare) when entering and departing the facility. This repair was deemed an emergency and Ed Kuck was directed to install a new drain pipe

Attached are invoices in the amount of \$8,601.16 and 10,734.41 7,268.80 for Kuck Excavating to repair this culvert pipe manholes. This work was performed on June 3, 7 and 8, 2022. Per the attached there is insufficient funding for this repair. A budget transfer request from the Unreserved Fund Balance to the Operating budget. The amount of the transfer request will include an estimation of funds necessary to carry the district until the end of the year.

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

Ed Kuck Excavating Inc20 Day Road
Carmel, NY 10512

INV # TOC-63-2022

CSD 7

REQ #

Vendor 0670

Tax ID - 133851002

Attention: ROB VARA, ENGINEERING
TOWN OF CARMEL**EMERGENCY 48" DRAINAGE PIPE REPAIR**

Respond as per INFRAMARK

Job Location: 35 DAHLIA DRIVE

Work Completed; DAY 1- 6/3/2022 4 HRS PW DAY 2- 6/7/2022 8 HRS PW

TOTAL HOURS 12

Job Description:**DAY 1: SET STEEL PLATE TO COVER UP HOLE , CUT TREES AND BRUSH OUT OF REPAIR AREA****DAY 2: REMOVED GATES AND FENCING, SAW CUT DRIVEWAY, LOCATED UTILITIES, STARTED REMOVING OLD DRAINAGE PIPE*****NEEDS PAVEMENT AND LAWN RESTORATION**

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	4 HRS	\$95.00 per hour	380.00
TRACK HOE PC 120	8 HRS	\$175.00 PER HR	1400.00
Dump Truck	12 HRS	\$100.00 per hour	1200.00
Support Vehicle	Day rate DAY 2	\$155.00 PER DAY	155.00
Chop Saw	Day rate DAY 2	\$ 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	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT	HRS X	\$276.27 PER HR	
Machine operator	12 HRS X 1 MAN	\$184.18 PER HR	2,210.16
LABORER	8 HRS X 1 MAN	\$159.30	1,274.40
Laborers	12 HRS X 1 MAN	\$159.30	1,911.60
LABORER OT		\$238.95 PER HR	
Item 4		\$47.00 per yard	
Seed		\$150.00 bag	
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
Hay		\$19.00 bag	
GRAVEL		\$50.00/YARD	
Total			8,601.16

~~Resident Engineer~~ P.E.
Town Engineer



(845) 628-1500
(845) 628-2097
Fax (845) 628-7085

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

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: C587
Location (street address): 35 Dahica Dr.
Time and Date of Main Break or Hydrant Damage: 6/3, 6/7 + 6/8 2022
Field Response:

<u>Manpower</u>	<u>HRS</u>	<u>Equipment</u>	<u>HRS</u>
<u>1 Operator</u>	<u>21</u>	<u>PC120</u>	<u>21</u>
<u>1 Laborer</u>	<u>21</u>	<u>Dump Truck</u>	<u>21</u>
<u>1 Laborer</u>	<u>17</u>		

Water Main: Size: _____ Material: _____ Depth to Main: _____

Hydrant: Manufacturer & Model: _____

Repair Materials Utilized: 48" Drainage Pipe 48" Banding Clamps

Cause of Main Break or Hydrant Damage: Drainage pipe - Rocks + boulders on top of drainage pipe caused cracks + holes

Description of Damage caused, if any: _____

Future Restoration Required:

Pavement:



Sidewalk:

Lawn Area:

Shrubs:



Cause of Main Break or Hydrant Damage: _____

Date Repair Completed: 6/14/22 Prepared by: [Signature]

(Printed Name)

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS 20 DAY ROAD CARMEL NY 10512

OMB No.: 1235-0008
Expires: 04/30/2021

ED KUCK EXCAVATING INC

PAYROLL NO.
TOC 63-2022

FOR WEEK ENDING
DATE: 06/17/2022

PROJECT AND LOCATION
35 DAHLIA DRIVE AS PER INFRAMARK CSD7

PROJECT OR CONTRACT NO.
48" DRAIN PIPE REPAIR AND INSTALL

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	C.T. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				S	S	M	T	W	T	F				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
				HOURS WORKED EACH DAY															
SCOTT TOMPKINS HOLMES NY		LABORER	O									\$62.29	\$732.00						\$732.00
			S			8.00				1.00	12.00	41.53		79.47					
ED KUCK MAHOPAC NY		OPERATOR	O									\$80.70	\$1,000.20						\$1,000.20
			S			8.00				1.00	12.00	53.80		79.53					
ED KUCK MAHOPAC NY		LABORER	O																
			S									41.53		23.32					
BEN SILIDJIAN MAHOPAC, NY		LABORER	O									\$62.29	\$518.80						\$518.80
			S			8.00					8.00	41.53		23.32					
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3-5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 6/7/2022

I, EDWARD L KUCK PRESIDENT
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

ED KUCK EXCAVATING INC on the
(Contractor or Subcontractor)
TOC-63-2022; that during the payroll period commencing on the
(Building or Work)
7 day of JUNE, 2022, and ending the 7 day of JUNE, 2022

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

ED KUCK EXCAVATING INC 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
EDWARD KUCK PRESIDENT

SIGNATURE
Edward J. Kuck

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.

Ed Kuck Excavating Inc20 Day Road
Carmel, NY 10512

INV # TOC-64-2022

CSD7

REQ #

Vendor 0670

Tax ID - 133851002

Attention: ROB VARA, ENGINEERING
TOWN OF CARMEL**EMERGENCY 48" DRAINAGE PIPE**

Respond as per INFRAMARK

Job Location: 35 DAHLIA DRIVE

Work Completed; 6/8/2022

Start time:

End Time: 8 HRS PW – 1 HR PWOT

Job Description:**DAY 3: REMOVED REMAINING BAD DRAINAGE PIPE****INSTALLED NEW SECTION OF PIPE, BACKFILLED AND COMPACT WITH ITEM 4****NEEDS PAVEMENT AND LAWN RESTORATION**

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55		\$95.00 per hour	
PC-120	9 HRS	\$175.00 PER HR	1575.00
Dump Truck	9 HRS	\$100.00 per hour	900.00
Support Vehicle	Day rate	\$155.00 PER DAY	155.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	
Locater	Day rate	\$70.00	
TRASH PUMP & HOSES	DAY RATE 2 PUMPS	\$225.00 PER PUMP	450.00
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT	1 HRS X 1 MAN	\$276.27 PER HR	276.27
Machine operator	8 HRS X 1 MAN	\$184.18 PER HR	1473.44
Laborers	8 HRS X 2 MEN	\$159.30	2548.80
LABORER OT	1 HR X 2 MEN	\$238.95 PER HR	477.90
Item 4	54 YARDS	\$52.00 per yard	2808.00
Seed		\$150.00 bag	
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
Hay		\$19.00 bag	
GRAVEL		\$50.00/YARD	
Total			10,734.41

~~Resident Engineer~~ P.E.
Town Engineer



(845) 628-1500
(845) 628-2097
Fax (845) 628-7085

Office of the Town Engineer
50 Adalpin Avenue
Mahopac, New York 10541

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: C587

Location (street address): 3517 Highway 28

Time and Date of Main Break or Hydrant Damage: 6/3, 6/7 + 6/8 2008

Field Response:

<u>Mandpower</u>	<u>HRS</u>	<u>Equipment</u>	<u>HRS</u>
<u>1 Operator</u>	<u>21</u>	<u>PC120</u>	<u>21</u>
<u>1 Laborer</u>	<u>21</u>	<u>Dump Truck</u>	<u>21</u>
<u>1 Laborer</u>	<u>17</u>		

Water Main: Size: _____ Material: _____ Depth to Main: _____

Hydrant: Manufacturer & Model: _____

Repair Materials Utilized: 48" drainage pipe 48" Banding Clamps

Cause of ^{DRAINAGE PIPE} Main Break or Hydrant Damage: Rocks + boulders on top of drainage pipe caused cracks + holes

Description of Damage caused, if any: _____

Future Restoration Required:

- Pavement:
- Lawn Area:
- Sidewalk:
- Shrubs:

Cause of Main Break or Hydrant Damage: _____

Date Repair Completed: 6/16/08 Prepared by: [Signature]
(Printed Name)

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



U.S. Wage and Hour Division

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 20 DAY ROAD CARMEL NY 10512
 ED KUCK EXCAVATING INC OMB No.: 1235-0008 Expires: 04/30/2021

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.
 TOC 64-2022 06/10/2022 35 DAHLIA DRIVE AS PER INFRAMARK CSD7 48" DRAIN PIPE REPAIR AND INSTALL

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			OT OR ST.	S	S	M	T	W	T				F	FICA	WITH- HOLDING TAX	TOTAL	OTHER		TOTAL DEDUCTIONS
				64	65	66	67	68	69				610						
SCOTT TOMPKINS HOLMES NY		LABORER	O					0.5			1.00	\$62.29	569.76						
			S							8.00	11.53	29.32							
ED KUCK MAHOPAC NY		OPERATOR	O					0.5			1.00	\$80.70	777.05						
			S							8.00	53.80	29.55							
ED KUCK MAHOPAC NY		LABORER	O										604.41						
			S								0.53	29.32							
BEN SILIDJIAN MAHOPAC, NY		LABORER	O								1.00	\$62.29	604.41						
			S							8.00	11.53	29.32							
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			O																
			S																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a), The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 6/8/2022

I, EDWARD L KUCK PRESIDENT
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

ED KUCK EXCAVATING INC

(Contractor or Subcontractor) on the

TOC-64-2022

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

8 day of JUNE, 2022, and ending the 8 day of JUNE, 2022,

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

ED KUCK EXCAVATING INC

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; 78 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.

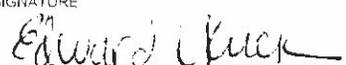
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— 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 EDWARD KUCK PRESIDENT	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.

EXHIBIT "B"

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

Procurement Policy, Section VI: Emergency Procurement

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

Department: Engineering

Vendor name: Kuck Excavating

Nature of emergency: Drainage Pipe Repair

Estimated cost: See attached

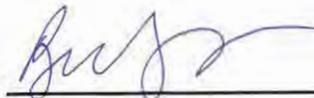
There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

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

Purchasing Agent's signature for approval:



Department Head's signature for approval:



From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: RE: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22
Date: Thursday, June 23, 2022 4:16:08 PM

Rich,

There is insufficient funding for this repair. I will be submitting a budget transfer request from the Unreserved Fund Balance to the Operating budget. The amount of the transfer request will include an estimation of funds necessary to carry the district until the end of the year.

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

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Thursday, June 23, 2022 3:31 PM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: RE: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22

Donna

Is there sufficient funding?

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

This communication may be confidential and is intended for the sole use of the addressee(s). No use or reproduction of the information provided is permitted without the written consent of the Town of Carmel. If you are not the intended recipient, you should not copy, disclose or take any action in reliance on this communication. If you have received this communication in error, please notify the sender by reply e-mail and delete the message and any attached documents.

From: Esteves, Donna <de@ci.carmel.ny.us>
Sent: Tuesday, June 21, 2022 3:24 PM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: FW: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22

From: Esteves,Donna <>

Sent: Tuesday, June 21, 2022 10:07 AM

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

Subject: FW: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22

Rich,

Just got this invoice as well. Total cost for this repair is \$19,335.57.

Donna Esteves

Town of Carmel ~ Engineering Department

60 Mc Alpin Ave

Mahopac, NY 10541

845-628-1500 ext. 184

From: Esteves,Donna <>

Sent: Tuesday, June 21, 2022 9:59 AM

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

Subject: 06-21-22 ~ CWD #7 ~ TOC 064-22

Rich,

Please see attached invoice from Kuck for the emergency drainage repair at the CSD7 plant. This will require acknowledgement from the Board.

Thanks,

Donna Esteves

Town of Carmel ~ Engineering Department

60 Mc Alpin Ave

Mahopac, NY 10541

845-628-1500 ext. 184

RESOLUTION #5

RESOLUTION AWARDING BID FOR INSTALLATION OF NETWORK ACCESS CONTROL SYSTEMS TOWN OF CARMEL POLICE DEPARTMENT AND TOWN HALL CONTRACT #C280

WHEREAS the Town Board of the Town of Carmel, has previously authorized advertisement for the solicitation of bids for the installation of Network Access Control Systems in the Town of Carmel Police Department and Town Hall, Contract #C280; and

WHEREAS such bids were received and opened on June 16, 2022; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Richard J. Franzetti, PE, Town Engineer, as fully detailed in his memo dated June 23, 2022, hereby awards DAS Parking Services, LLC, Hopewell Junction, NY, the lowest responsible bidder for the installation of Network Access Control Systems, Contract C280 at a cost not to exceed \$46,800.00; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Michael Cazzari is hereby authorized to sign any and all documentation necessary for the execution of all contract documentation required in connection herewith,

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

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #6

**RESOLUTION AUTHORIZING SIGNING OF CHANGE ORDER #1
CARMEL WATER DISTRICTS 2,3,8 AND 14 TOWN WIDE WATER TANK REHABILITATION
AND INSTALLATION CONTRACT # C268**

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water Districts #s 2, 3, 8, and 14 has previously awarded the contract for the above project to Arold Construction, Kingston, New York; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has provided proposed Change Order No.1 to the aforesaid contract to the Town Board for consideration and review;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water Districts #s 2, 3, 8, 14 hereby authorizes Town Supervisor Michael Cazzari to sign Change Order #1 to the aforementioned contract, said Change Order to be in form as attached hereto and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

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

C268 – Rehabilitation of Water Tanks Project

PROJECT

DATE OF ISSUANCE 6/10/2022 **EFFECTIVE DATE** 6/10/2022

OWNER The Town of Carmel
OWNER's Contractor No. C268

CONTRACTOR: Arold Construction **ENGINEER:** Weston & Sampson, PE, LS, LA, PC

You are directed to make the following changes in the Contract Documents for CWD #2, 8, and 14.

CWD #2

Reason for Change Order:

- Additional Rock Excavation

Description:

- Excessive rock was encountered during excavation of the ring wall. Rock excavation totaled 110.76 cubic yards. This change order increases the quantity of pay item CWD #2.6 to 110.76 CY.

CWD #8

Reason for Change Order:

- Replace 20hp VFD with 25hp VFD to match current pump at facility.

Description:

- Replace the 20hp VFP with a 25hp VFD to account for larger pump that was installed after the project was bid and awarded.

CWD #14

Reason for Change Order:

- Replacement of 8-inch DIP materials with 6-inch materials. Add three (3) 6-inch gate valves. Relocate transducer vault and yard hydrant.

Description:

- Explorative excavation discovered a different pipe size than expected. Need to substitute purchased materials for appropriate size. Add 3 gate valves to system to provide additional isolation, a precast concrete transducer vault, and yard hydrant for sampling, as requested by the system operator.

Attachments: Contractor Proposals, Sketches WCD 1.1 & WCD 1.2

Change Order 1 Summary Table

District	Previous Contract Total	Net Increase of CO1	New Total Contract per District
CWD #2	\$1,123,000.00	\$9,076.00	\$1,132,076.00
CWD #3	\$332,400.00	-	\$332,400.00
CWD #8	\$688,000.00	\$2,082.00	\$690,082.00
CWD #14	\$481,450.00	\$15,267.99	\$496,717.99
Total	\$2,624,850.00	\$26,425.99	\$2,651,275.99

RECOMMENDED: X

ACCEPTED:

APPROVED:

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

Date: June 10, 2022 Date: _____ Date: _____

Town of Carmel								
Town Wide Water Storage Tank Rehabilitation and New Tank Construction - Glass Lined Tanks Carmel Water Districts 2, 3, 8 and 14								
CONTRACT DATE: October 6, 2021								
Weston & Sampson			Aroid Construction Company Inc. Kingston, NY			Change Order No. 1		
ITEM NO.	CONT. QUAN.	DESCRIPTION	UNIT PRICE	CONT. QUAN.	TOTAL AMOUNT	UNIT PRICE	REV. QUAN.	TOTAL AMOUNT
CWD #2								
CWD #2.1	1	Mobilization, Bonds and Insurance	\$ 30,000.00	1	\$ 30,000.00	\$ 30,000.00	1.00	\$30,000.00
CWD #2.2	1	New Glass Lined Tank, Furnished & Installed	\$ 692,000.00	1	\$ 692,000.00	\$ 692,000.00	1.00	\$692,000.00
CWD #2.3	1	Water Tank Foundation, Furnished & Installed	\$ 62,000.00	1	\$ 62,000.00	\$ 62,000.00	1.00	\$62,000.00
CWD #2.4	1	Site Work, Furnished & Installed	\$ 307,000.00	1	\$ 307,000.00	\$ 307,000.00	1.00	\$307,000.00
CWD #2.5	1	Asphalt Paving, Furnished & Installed	\$ 30,000.00	1	\$ 30,000.00	\$ 30,000.00	1.00	\$30,000.00
CWD #2.6	20	Rock Excavation and Disposal	\$ 100.00	20	\$ 2,000.00	\$ 100.00	110.76	\$11,076.00
CWD #2 Bid Total					\$1,123,000.00			\$1,132,076.00
CWD #3								
CWD #3.1	1	Mobilization, Bonds and Insurance	\$10,000.00	1	\$10,000.00	\$10,000.00	1.00	\$10,000.00
CWD #3.2	1	Temporary Water Service, Furnished & Installed	\$110,000.00	1	\$110,000.00	\$110,000.00	1.00	\$110,000.00
CWD #3.3	1	Water Tank Rehabilitation, Furnished & Installed	\$212,400.00	1	\$212,400.00	\$212,400.00	1.00	\$212,400.00
CWD #3 Bid Total					\$332,400.00			\$332,400.00
CWD #8								
CWD #8.1	1	Mobilization, Bonds and Insurance	\$20,000.00	1	\$20,000.00	\$20,000.00	1	\$20,000.00
CWD #8.2	1	Temporary Water Service (Kings Ridge), Furnished & Installed	\$45,000.00	1	\$45,000.00	\$45,000.00	1	\$45,000.00
CWD #8.3	1	Water Tank Rehabilitation (Kings Ridge), Furnished & Installed	\$230,000.00	1	\$230,000.00	\$230,000.00	1	\$230,000.00
CWD #8.4	1	Temporary Water Service (Crest Road), Furnished & Installed	\$45,000.00	1	\$45,000.00	\$45,000.00	1	\$45,000.00
CWD #8.5	1	Water Tank Rehabilitation (Crest Road), Furnished & Installed	\$307,000.00	1	\$307,000.00	\$307,000.00	1	\$307,000.00
CWD #8.6	1	Water Service Controls, Furnished & Installed	\$27,000.00	1	\$27,000.00	\$27,000.00	1	\$27,000.00
CWD #8.7	1	Asphalt Paving, Furnished & Installed	\$14,000.00	1	\$14,000.00	\$14,000.00	1	\$14,000.00
CO1 WCD #8.8	0	Replace 20 HP VFD with 25 HP VFD	\$0.00	0	\$0.00	\$2,082.00	1.00	\$2,082.00
CWD #8 Bid Total					\$688,000.00			\$690,082.00
CWD #14								
CWD #14.1	1	Mobilization, Bonds and Insurance	\$ 14,000.00	1	\$14,000.00	\$ 14,000.00	1	\$14,000.00
CWD #14.2	1	New Glass Lined Tank, Furnished & Installed	\$ 246,000.00	1	\$246,000.00	\$ 246,000.00	1	\$246,000.00
CWD #14.3	1	Water Tank Foundation, Furnished & Installed	\$ 29,000.00	1	\$29,000.00	\$ 29,000.00	1	\$29,000.00
CWD #14.4	1	Site Work, Furnished & Installed	\$ 107,450.00	1	\$107,450.00	\$ 107,450.00	1	\$107,450.00
CWD #14.5	1	Water Service Controls, Furnished & Installed	\$ 65,000.00	1	\$ 65,000.00	\$ 65,000.00	1	\$65,000.00
CWD #14.6	1	Water Tank Demolition, Complete	\$ 20,000.00	1	\$20,000.00	\$ 20,000.00	1	\$20,000.00
CO1 WCD #14.7	0	Transducer Vault, 8" to 6" fittings, add 3 GVs	\$ -	0	\$0.00	\$ 15,267.99	1.00	\$15,267.99
CWD #14 Bid Total					\$481,450.00			\$496,717.99
Project Total					\$2,624,850.00			\$2,651,275.99

RESOLUTION #7

**RESOLUTION AUTHORIZING SIGNING OF CHANGE ORDER #2
CARMEL WATER DISTRICTS 2,3,8 AND 14 TOWN WIDE WATER TANK REHABILITATION
AND INSTALLATION CONTRACT # C268**

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water Districts #s 2, 3, 8, and 14 has previously awarded the contract for the above project to Arold Construction, Kingston, New York; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has provided proposed Change Order No.2 to the aforesaid contract to the Town Board for consideration and review;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water Districts #s 2, 3, 8, 14 hereby authorizes Town Supervisor Michael Cazzari to sign Change Order #2 to the aforementioned contract, said Change Order to be in form as attached hereto and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #8

**RESOLUTION AUTHORIZING SIGNING OF CHANGE ORDER #2
CARMEL SEWER DISTRICT #2 BAR SCREEN AND GRIT CLASSIFIER
CONTRACT # C275**

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Sewer District #2 has previously awarded the contract for the above project to Wittcon, Inc, Thompson Ridge, New York; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has provided proposed Change Order No.2 to the aforesaid contract to the Town Board for consideration and review;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Sewer District #2 hereby authorizes Town Supervisor Michael Cazzari to sign Change Order #2 to the aforementioned contract, said Change Order to be in form as attached hereto and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

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

C275 – CSD2 Bar Screen and Grit Classifier

PROJECT

DATE OF ISSUANCE **07-07-22** **EFFECTIVE DATE** **07-07-22**

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

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

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

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

Description: No Change in Contract Value.

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

Attachments: Contractor Request letter.

<p align="center">CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$340,000.00</p>	<p align="center">CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: <u>March 1, 2022</u></p> <p>Ready for final payment: _____</p>
<p>Net changes from previous Change Orders No. to No.</p> <p align="center">None</p>	<p>Net change from previous Change Orders No. to No.</p> <p align="center">None</p>
<p>Contract Price prior to this Change Order</p> <p align="center">---</p>	<p>Contract Times prior to this Change Order</p> <p>Substantial Completion: <u>July 18, 2022</u></p> <p>Ready for final payment: <u>---</u></p>
<p>Net Increase (decrease) of this Change Order</p> <p>\$0</p>	<p>Net Increase of this Change Order</p> <p align="center">51 days</p>
<p>Contract Price with all approved Change Orders</p> <p align="center">---</p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>September 7, 2022</u></p> <p>Ready for final payment: _____ days or dates</p>

RECOMMENDED:

ACCEPTED:

APPROVED:

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

Date: _____ Date: _____ Date: _____

WITTCON, INC.

(845) 361-4899

PO Box 4 Thompson Ridge, New York 10985

wittcon.inc@gmail.com

CHANGE ORDER

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

CHANGE ORDER #: 2
INITIATION DATE: 7/6/2022



CONTRACT DATE: November 9, 2021

CONTRACT FOR: Duperon & JDV equipment

THE CONTRACT IS CHANGED AS FOLLOWS:

Project time line and contract date is as follows:

- 6 weeks for design drawings from the manufacturer.
- 3 weeks allowed for Project Engineer to review and approve shop drawings.
- 17 weeks for fabrication. *this date begins on receipt of approved drawings from Project Engineer.
- 4 weeks for shipping.
- 4 weeks for installation.
- 2 weeks for startup/commissioning.
- Total: 36 weeks (updated for JDV Equip. delay 7/1/22)

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

The Contract Time will be Changed by adding (190) days.

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

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

Signed
Julie Wittberg, President

Name & Title

Date: 7/6/2022

Signed

Name & Title

Date:

Signed

Name & Title

Date:

RESOLUTION #9

RESOLUTION ACKNOWLEDGING EXTENSION OF CONTRACT FOR INFORMATION TECHNOLOGY SERVICES –LOGICALLY, INC.

RESOLVED, that the Town Board of the Town of Carmel hereby acknowledges the extension of its existing agreement for Information Technology services with Logically, Inc., Yorktown Heights, NY for a period of one (1) year commencing July 1, 2022 through June 30, 2023 for an aggregate annual sum (including special district services) not to exceed \$57,000 (FIFTY-SEVEN THOUSAND DOLLARS) in accordance with Proposal #029478.2 dated May 6, 2021; 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 transaction authorized herein.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #10

**RESOLUTION ACCEPTING AMENDED PROPOSAL FOR ENGINEERING SERVICES
CARMEL SEWER DISTRICT #4 INFILTRATION & INFLOW (I&I) INVESTIGATION**

RESOLVED that the Town Board of the Town of Carmel acting as Commissioners of Carmel Sewer District #4, hereby accepts the amended proposal for Engineering Design Services for the Infiltration and Inflow (I&I) for Carmel Sewer District #4; from J. Robert Folchetti & Associates, LLC, Brewster, New York as detailed in the proposal dated June 20, 2022 as attached hereto and made a part thereof; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to effectuate the authorizations set forth herein; and

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

Resolution

Offered by: _____

Seconded by: _____

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

June 20, 2022

Town of Carmel Town Board
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541
Attn: Hon. Michael Cazzari, Supervisor

**RE: AMENDED CONTRACT FOR ENGINEERING SERVICES
CARMEL SEWER DISTRICT No. 4**

Dear Supervisor Cazzari:

On March 2, 2022 the Town Board passed a unanimous resolution awarding JRFA its proposal for an Infiltration and Inflow Investigation in the referenced sewer district. The purpose of the investigation was to mitigate the emergency pumping expenses incurred during the 2021 operating year. Since that resolution, JRFA has worked with the Town Engineer and Comptroller's offices to accomplish the tasks outlined in that proposal. This amendment is offered in view of new information uncovered during this work.

SECTION 1 - BACKGROUND PROPOSED SCOPE OF WORK

SECTION 2 - PROPOSED SCOPE OF WORK

SECTION 3 - WORK BY OTHERS

SECTION 4 - ESTIMATED COSTS AND SCHEDULE

SECTION 5 - PAYMENT SCHEDULE

SECTION 6 - ADDITIONAL SERVICES AND LIMITATIONS

SECTION 1 – BACKGROUND PROPOSED SCOPE OF WORK

The original engineering tasks included in our March 2022 contract are as follows:

- Evaluate the 2021 emergency work performed by type and location;
- Compare the monthly operations reports for the plant to the date and locations of expenditures for emergency services;
- Evaluate existing sewer mapping for pipe type and compare to locations of emergency services;
- Develop plan for Pipeline Assessment Certification Program (PACP) compliant television inspection of sewers and manholes criteria;
- Assist the Town in procuring TV inspection service contractor;
 - Supervise conduct of TV inspection work
 - Review PACP inspection video and reports
- Develop Engineering Report providing Findings, Conclusions and Recommendations for remedial action.

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

The first three (3) tasks have been completed. The fourth task was going to be scoped and bid, with the attendant engineering costs to be identified at the time. During the period of tasks 1-3, JRFA received bids in another Hudson River Valley community for an I&I rehabilitation project that included cleaning and inspecting the sewers. The bid price for cleaning & televising the sewers on that project was a combined \$11/linear foot (LF). At 23,000 LF of pipe in CSD 4, the estimated cost for similar work at these prices is approximately \$250,000, not including the soft costs associated with directing and evaluating the videos after completion of the work.

In the process of determining how to fund this expense, it has come to light that the Town is in possession of PACP compliant video of the subject sewers that was commissioned by the NYCDEP. This work was undertaken as part of a larger exfiltration study conducted between 2012 and 2015 and included all of the CSD 4 sewer mains. While not as current as if we had bid new work, use of this footage now gives us an opportunity to screen the system and focus our efforts on the worst sections. It allows for immediate review rather than going through a bid cycle, saves the District at least a quarter million dollars, and allows us to develop a focused report for the remediation of the system. As these engineering services were not priced at the time of the original award, the scope and costs for this work is provided below.

In addition to the NYCDEP videos, the Town has provided the GIS mapping that was developed under the Asset Management grant program. Use of this mapping will allow the development of preliminary sewer system rehabilitation plans as part of the Engineering report identified in the original contract.

SECTION 2 – PROPOSED SCOPE OF WORK

The additional tasks recommended to review these videos are as follows:

- 2.1 Review all 140 different segments of sewer video footage.
- 2.2 Locate, tabulate, and categorize flaws in the sewer mains.
- 2.3 Develop preliminary plan of the sewer system flaws.

SECTION 3 – WORK BY OTHERS

JRFA's scope of work, as specified in this proposal, is limited to the Work outlined in Section 2 above with additional work to be performed upon request. JRFA can provide assistance to the Owner/Client in the procurement and coordination of additional services, as required. Where JRFA retains sub-consultants on behalf of the OWNER they will be billed at cost.

SECTION 4 – ESTIMATED COSTS AND SCHEDULE

The Estimated Engineering Costs for the additional work required to complete the Facility Plan are as follows:

	Level of Effort	Estimated Cost
Task 2.1	60 MH	\$10,800.00
Task 2.2	20 MH	\$ 3,600.00
Task 2.3	<u>50 MH</u>	<u>\$ 9,000.00</u>
Estimated Total:	130 MH	\$23,400.00

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

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

<u>CLASSIFICATION</u>	<u>\$ PER HOUR</u>
Principal	\$160.00 - \$210.00
Project Manager	\$150.00 - \$200.00
Project Engineer / Geologist	\$120.00 - \$150.00
Engineer / Designer	\$ 95.00 - \$130.00
Engineer / Inspector	\$ 70.00 - \$100.00
Other Technical Personnel	\$ 75.00 - \$100.00

REIMBURSABLES

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

These rates are guaranteed through December 31, 2023.

RESOLUTION #11

RESOLUTION AUTHORIZING SIGNING OF LICENSE AGREEMENT BETWEEN THE MAHOPAC CENTRAL SCHOOL DISTRICT AND THE TOWN OF CARMEL FOR USE OF THE LAKEVIEW ELEMENTARY SCHOOL PARKING LOT

WHEREAS Richard Franzetti, PE, Town Engineer has requested that the Town Board authorize the signing of an Intermunicipal agreement between the Mahopac Central School District and the Town of Carmel providing for use by the Town of Carmel of the Lakeview Elementary School Parking Lot belonging to the Mahopac Central School District, for a period of approximately four to six weeks for purposes of providing alternate water source for Carmel Water District #8 during such period;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #8, hereby authorizes the Town Supervisor Michael Cazzari to sign on behalf of the Town of Carmel, the License Agreement between the Mahopac Central School District and the Town of Carmel in regard to the foregoing in the form as attached hereto and made a part hereof, and

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

Resolution

Offered by: _____

Seconded by: _____

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

**LICENSE AGREEMENT RE:
LAKEVIEW ELEMENTARY SCHOOL
PARKING LOT**

THIS AGREEMENT is made and entered into the _____ day of _____, 2022, by and between MAHOPAC CENTRAL SCHOOL DISTRICT ("District"), a municipal corporation formed under the laws of the State of New York, with administrative offices at 179 East Lake Boulevard, Mahopac, New York 10541-166663, and the TOWN OF CARMEL, a municipal corporation formed under the laws of the State of New York, having its town offices at 60 McAlpin Avenue, Mahopac, New York 10541 ("Town"). The District and the Town are collectively referred to as the "Parties".

WHEREAS, Town Water District #8 requires maintenance and repair, and to continue supplying water to Town residents, the Town must connect an alternative water source for approximately four to six weeks while Water District #8 undergoes maintenance and repair;

WHEREAS, the Town desires to connect a water tanker truck directly to a fire hydrant near Lakeview Elementary School's west entrance that will supply water to Town residents, and requests the District's permission to park a water tanker truck at the Lakeview Elementary School parking lot located at or near 112 Lakeview Drive, Mahopac, New York ("Water Project");

WHEREAS, the District desires to cooperate with the Town's effort to continue and maintain its water supply to the residents of the Town;

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

Section 1. The District is the fee owner of the Lakeview Elementary School parking lot, located at or near 112 Lakeview Drive, Mahopac, New York 10541 (the "Property");

Section 2. The Town shall undertake at the Town's own expense and with the permission and consent of the District, the Water Project.

Section 3. The District hereby grants the Town access to store its water tanker truck at the Property, for the purpose of connecting an alternative water source and supplying water to Town residents.

Section 4. This Agreement shall begin on _____ and terminate on _____.

Section 5. The District may terminate this Agreement for convenience, at any time, upon seven (7) days written notice to the Town.

Section 6. The Town shall procure all necessary approvals and permits for the construction and installation of the Water Project at its sole cost and expense.

Section 7. The Town shall at its own cost and expense safeguard and protect the water tanker truck at the Property and surrounding area at all times with appropriate fencing, cones, and signage.

Section 8. The Town shall at its own cost and expense purchase and maintain insurance and shall require all contractors (and subcontractors) retained to do such work related to the Water Project to purchase and maintain insurance of the types and limits as follows:

Commercial General Liability:	\$1 million per occurrence/\$2 million aggregate
Automobile Liability:	\$1 million combined single limit
Workers' Compensation:	Statutory
N.Y.S. Disability Insurance:	Statutory
Umbrella/Excess Insurance:	\$3 million per occurrence/\$3 million aggregate

The Town hereby agrees to effectuate the naming of the District as an Additional Insured on its policies, and agrees to require all contractors (and subcontractors) retained to do such work related to the Water Project to effectuate the naming of the District as an Additional Insured on its policies, with the exception of workers' compensation and N.Y. State disability insurance. The Town agrees to provide the District with its own Certificate of Insurance and Certificates of Insurance of all contractors (and subcontractors) evidencing the above requirements have been met, prior to the commencement of work.

Section 9. The Town shall defend, indemnify, and hold harmless the District from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, judgments, and/or reasonable attorneys' fees which may arise therefrom, as well as against any fees, costs, charges or expenses which the District may incur in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) the Town's breach or claim of breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to the Town or its contractors (and subcontractors) exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of the Town or any of its agents, and contractors (and subcontractors) in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given.

Section 10. The Town and its agents and contractors (and subcontractors) shall conduct all work activities on the Property in a good workmanlike manner and in accordance with prevailing industry practices, standards and procedures. The Town and its agents and contractors (and subcontractors) shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any material inconvenience, disruption or interference to the District or the District's use of the Property. The Town shall repair any damage to the Property caused by the storage of its water tanker truck at the Property; and shall restore the affected area to its previous condition.

Section 11. This Agreement may not be assigned by the Town without the written consent of the District.

Section 12. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York except where the Supremacy Clause of the U.S. Constitution arises. All

disputes arising under this Agreement shall be litigated in Supreme Court, Putnam County.

Section 14. This Agreement is subject to the approval of the Board of Education of the Mahopac Central School District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

Dated: _____

MAHOPAC CENTRAL SCHOOL DISTRICT

By: Ben DiLullo
Board President

TOWN OF CARMEL

By: Michael Cazzari, Supervisor

RESOLUTION #12

RESOLUTION AUTHORIZING SIGNING OF MEMORANDUM OF UNDERSTANDING BETWEEN THE MAHOPAC CENTRAL SCHOOL DISTRICT AND THE TOWN OF CARMEL FOR USE OF ATHLETIC FIELDS, SCHOOL FACILITIES AND TOWN FACILITIES

WHEREAS James R. Gilchrist, Director of the Town of Carmel Recreation and Parks has requested that the Town Board authorize the signing of an Memorandum of Understanding between the Mahopac Central School District and the Town of Carmel providing for use by the Town of Carmel of certain athletic fields and facilities belonging to the Mahopac Central School District, as well as for the use of certain Town of Carmel Parks by the Mahopac Central School District for a period of one (1 year commencing immediately through June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor Michael Cazzari to sign on behalf of the Town of Carmel, the Intermunicipal Agreement between the Mahopac Central School District and the Town of Carmel in regard to the foregoing in the form as attached hereto and made a part hereof, and

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

Resolution

Offered by: _____

Seconded by: _____

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding dated as of the 1st day of July, 2022, is entered into between the BOARD OF EDUCATION OF THE MAHOPAC CENTRAL SCHOOL DISTRICT (the "School District") a municipal corporation with offices located at 179 East Lake Boulevard, Mahopac, New York, and the TOWN OF CARMEL (the "Town"), a municipal corporation, with offices located at 60 McAlpin Avenue, Mahopac New York, for the following purpose.

The School District and the Town have entered into an intermunicipal cooperative agreement, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein, which expired on June 30, 2021 (the "Agreement"), and was subsequently extended by Memorandum of Understanding ("MOA") through June 30, 2022. The parties wish to extend the term of the Agreement for a period of one year through and including June 30, 2023. For the purpose of this Memorandum of Understanding, all of the terms and conditions of the expired Agreement, as amended and extended by the MOA, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby acknowledges that they have read and fully understand the foregoing Memorandum of Understanding and further, that they agree to each of the terms and conditions contained herein.

BOARD OF EDUCATION OF THE
MAHOPAC CENTRAL SCHOOL DISTRICT



Ben DiLollo, President

TOWN OF CARMEL

Michael Cazzari, Supervisor

EXHIBIT A

**Fully Executed Copy of
Intermunicipal Cooperative Agreement
Dated July 1, 2016**

(To be Provided)

MUNICIPAL COOPERATION AGREEMENT
SCHOOL DISTRICT AND TOWN FACILITIES

THIS AGREEMENT (the "Agreement") entered into as of the ³ day of September, 2016 by and between the BOARD OF EDUCATION OF THE MAHOPAC CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "School District") with offices for the transaction of business located at 179 East Lake Boulevard, Mahopac, New York and the TOWN OF CARMEL (hereinafter referred to as the "Town"), with offices for the transaction of business located at 60 McAlpin Avenue, Mahopac, New York.

WITNESSETH

WHEREAS, under the provisions of Section 119-o of the General Municipal Law, each party has the power to enter into agreements for the performance among themselves of their respective functions, powers and duties or for the provisions of a joint service;

WHEREAS, the School District and the Town were previously parties to a series of agreements pertaining to the use of certain facilities owned by the School District; and

WHEREAS, the parties are desirous of entering into a single agreement which would encompass all such uses and replace all previous agreements; and

WHEREAS, to that end, the School District and the Town have entered into discussions pertaining to engaging in municipal cooperation for the joint use of certain facilities and services; and

WHEREAS, the School District is permitted to allow the use of its facilities in accordance with Education Law section 414; and

WHEREAS, both parties believe that it is in the best interest of their respective taxpayers to share resources with respect to the use of certain facilities and services; and

WHEREAS, the School District and the Town wish to contract with one another in accordance with General Municipal Law section 119-o;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The parties understand and agree that by execution of this Agreement, all prior agreements for the use of the facilities covered by the terms hereunder are hereby rescinded and rendered null and void.

2. The terms of this Agreement shall commence on July 1, 2016 and terminate on June 30, 2021 unless earlier terminated as provided herein.
3. The School District and the Town each represent that it is authorized by applicable law to enter into inter-municipal agreements.
4. The School District and the Town, believing it to be in the best interest of their taxpayers, do hereby authorize an inter-municipal cooperation and assistance agreement with and between each other for the use of the facilities in accordance with applicable law and as provided for in this Agreement.

A. Use of School District Property and Facilities by the Town

1. During the term of this Agreement, the School District hereby grants to the Town a non-transferable, revocable, non-exclusive license to use the athletic, practice fields, recreational and school building facilities throughout the School District including but not limited to the artificial turf field at the Mahopac High School, the School District property upon which the Skating Rink is located, the Skating Rink and the High School concession stand for appropriate recreation programs operated by the Town and/or the Mahopac Sports Association (the "MSA"), as the Town's contractor, in accordance with Education Law section 414 and applicable School District policies and practices as amended from time to time, which programs have received the prior written approval of the School District. In connection with such use the Town and/or the MSA may store equipment and materials for its recreation programs in storage lockers on School District property at locations designated by the School District.
2. During the term of this Agreement, the School District hereby grants to the Town a non-transferable, revocable, non-exclusive license to use the School District's lakefront property on East Lake Boulevard for appropriate Town recreation programs that have received prior written approval from the School District, which programs will be operated by the Town in accordance with Education Law section 414 and applicable School District policies and practices as amended from time to time. The School District in its sole discretion will decide what recreational programs to authorize to be conducted by the Town at the School District's lakefront property on East Lake Boulevard.
3. The parties understand and agree that the Town's use of School District fields, facilities and property shall be subject to the use of the facilities by the School District which shall, at all times, have priority over the Town's use. In addition, the parties understand and agree that the Town's use of the property containing

the Skating Rink is subject to the usage described in the following paragraph (paragraph 8 below). Further, the parties understand and agree that the Town's use of the School District's lakefront property on East Lake Boulevard is subject to use of this property by the School District as well as to use by the Mahopac Falls Fire Department for scuba diving training and practice and to occasional use by Temple Beth Shalom for events and/or activities that have been authorized by the School District.

4. As part of this Agreement, the Town understands and acknowledges that the Town's use of School District property containing the Skating Rink shall be subject not only to use by the School District, pursuant to the preceding paragraph (paragraph 7 above) but is also subject to the following uses, which shall have priority over the Town's use:
 - B. The Fire Department will have the use of the property periodically throughout the year, in particular, for their annual fair for two weekends in July, so long as the Town is provided with notification fourteen (14) days prior to the date of intended use. In addition, the Fire Department will have the use of the facility for parking for firefighters responding to an alarm at all times the facility is not opened to the public.
 - C. Temple Beth Shalom will have the use of the property as a parking lot during the High Holy Days, so long as the Town is provided with notification fourteen (14) days prior to the date of intended use.
5. Each school year, the Town shall provide the School District with a written schedule according to which the Town and/or the MSA will have access to and/or use of the School District's facilities, excluding the use of the School District's lakefront property on East Lake Boulevard. The schedule shall set forth the date, time, specific facility and/or field and the name of the Town or the MSA program that will be utilizing the School District's facilities, except the use of the School District's lakefront property on East Lake Boulevard. The Town may supplement or change this schedule from time to time in writing upon the approval of the School District, which shall not be unreasonably withheld. Each proposed activity or program of the Town proposed for the School District's lakefront property on East Lake Boulevard, together with the schedule for such activity or program, must be submitted separately to the School District for prior approval.
6. The School District shall have the right to alter or cancel any previously

scheduled use of its fields, facilities and property upon reasonable advance notice to the Town in the event that the School District needs to use the same facilities; however, in the event of an emergency, the School District shall provide notice to the Town as soon as practicable under the circumstances.

7. The Town understands and agrees that its use shall not disrupt normal school district operations or the School District's educational process. The School District reserves exclusive judgment to determine whether any intended use of the school facilities, property and/or athletic fields by the Town would interfere with or disturb normal school district operations, the school buildings, school grounds or other property of the School District.
8. Notwithstanding, at the end of any session, the Town shall leave the premises in an organized and tidy manner. All trash and debris related to the Town's or the MSA's use shall be removed at the end of each use. The Town shall be responsible for and the School District shall bill the Town for the cost of any repair to and/or replacement of the School District's facilities, fields and/or property caused by the Town's or the MSA's use including excessive wear and tear sustained while in use by either the Town or the MSA. The Town also shall be responsible for and the School District shall bill the Town for any overtime costs incurred by the School District as a result of the Town's or the MSA's use of the School District's facilities, fields and/or property. In the event that the Town and/or the MSA leaves any personal property, with the exception of personal property stored in storage facilities approved and/or provided by School District at designated locations approved by the School District, such property shall be deemed abandoned by the Town and/or the MSA and the School District shall be automatically authorized to dispose of such abandoned property without liability of any kind.
9. During the term of this Agreement, the Town's programs, including those of the MSA, shall be conducted by, and remain under, the direct supervision and control of the Town. The Town shall be responsible for and ensure that adequate supervision is maintained over the participants and the School District's property at all times when in use by the Town or the MSA. The Town further acknowledges that the premises are being provided to the Town "as is" and that no representations or warranties are made concerning its fitness.
10. Nothing herein shall be construed as a grant of permission to advertise or allow others to advertise or engage in commercial/corporate promotion of any kind on School District property.

11. In consideration of the use provided for herein, the Town shall pay to the School District the sum of \$90,000 (Ninety Thousand and no/100 Dollars) for each year of this Agreement.
12. To the fullest extent permitted by law, the Town shall defend, indemnify and hold harmless the School District, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services and/or the use of the School District's facilities, fields and property under this Agreement, provided that any claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) caused by any negligent act or omission of the Town, the MSA, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. The obligation to defend, indemnify and hold harmless the School District, its agents and employees shall survive the termination or expiration of this Agreement.

B. Use of Town Parks by the School District

1. During the term of this Agreement, the Town hereby grants to the School District a non-transferable, revocable, non-exclusive license to use the Town's parks, including but not limited to Airport Park, Baldwin Meadow Park, Sycamore Park, Chamber Park and McDonough Park, for appropriate School District recreation programs operated by the School District in accordance with applicable Town policies and practices as amended from time to time, which programs have received the prior written approval of the Town.
2. The parties understand and agree that the School District's use of Town parks shall be subject to the use of the parks by the Town and the MSA, which shall, at all times, have priority over the School District's use.
3. Each school year, the School District shall provide the Town with a written schedule according to which the School District will have access to and/or use of Town parks and the facilities within the parks. The schedule shall set forth the date, time, specific park and facility within said park and the name of the School District program that will be utilizing the Town's parks. The School District may supplement or change this schedule from time to time in writing upon the

approval of the Town, which approval shall not be unreasonably withheld.

4. The Town shall have the right to alter or cancel any previously scheduled use of its parks upon reasonable advance notice to the School District in the event that the Town or the MSA needs to use the same facilities; however, in the event of an emergency, the Town shall provide notice to the School District as soon as practicable under the circumstances.
5. At the end of any session, the School District shall leave the premises in an organized and tidy manner. All trash and debris related to the School District's use shall be removed at the end of each use. The School District shall be responsible for and the Town shall bill the School District for the cost of any repair to and/or replacement of the Town's facilities, fields and/or property caused by the School District's use including excessive wear and tear sustained while in use by the School District. In the event that the School District leaves any personal property, such property shall be deemed abandoned by the School District and the Town shall be automatically authorized to dispose of such abandoned property without liability of any kind.
6. During the term of this Agreement, the School District's programs shall be conducted by, and remain under, the direct supervision and control of the School District. The School District further acknowledges that the Town parks and their facilities are being provided by the Town "as is" and that no representations or warranties are made concerning their fitness.
7. To the fullest extent permitted by law, the School District shall defend, indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services or the use of the Town's parks under this Agreement, provided that any claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) caused by any negligent act or omission of the School District, anyone directly or indirectly employed by it or anyone for whose acts the School District may be liable. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. The obligation to defend, indemnify and hold harmless the Town, its agents and employees shall survive the termination or expiration of this Agreement.

C. Insurance and Miscellaneous Provisions

I. Each party shall purchase from an insurance company(ies) lawfully licensed to do business in the State of New York that is A.M. best rated "secured", such insurance as will protect themselves from claims set forth below for which they may be legally liable:

- A. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the obligations to be performed under this Agreement;
- B. claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- C. claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
- D. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of this person by either party, or (2) by another person;
- E. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

Each party's liability insurance shall include all major divisions of coverage and be on a comprehensive basis including, without limitation:

- Premises/Operations;
- Personal Injury Liability with Employment Exclusion deleted;
- Owned, non-owned and hired motor vehicles; and
- Broad Form Property Damage.

The insurance herein required shall be written for not less than the following limits:

- Commercial General Liability Insurance with limits of \$1,000,000.00 per Occurrence and \$2,000,000.00 in the aggregate
- Products-Aggregate-\$1,000,000.00
- Personal & Advert. Injury-\$1,000,000.00
- Fire Damage (Any one fire)-\$50,000.00
- Medical Expense (Any one person)-\$5,000.00

The Parties shall list each other as additional insureds on each other's insurance policies using Form CG2026 and as primary coverage. When naming the School District as an additional insured, the following language shall be used: "Mahopac Central School District, its Board, employees and volunteers as additional insured." The required policies shall contain a thirty (30) days notice of cancellation. Each party shall provide the other party with a certificate of insurance that evidences compliance with the requirements of this Agreement. The Town shall also submit a certificate of insurance that evidences that the MSA has insurance satisfying all insurance requirements set forth in this paragraph, including but not limited to the naming of the School District as an additional insured as specified above. The School District shall indemnify the Town for any deductibles required by the School District's insurance policies. The Town shall indemnify the School District for any deductibles required by the Town's and/or the MSA's insurance policies.

2. All employees of the Town shall be deemed employees of the Town for all purposes and the Town alone shall be responsible for their work, personal conduct, direction, and compensation. All members and/or directors of the MSA shall be deemed agents and/or employees of the MSA for all purposes and the MSA alone shall be responsible for their work, personal conduct, direction, and compensation. The Town acknowledges that it and the MSA will not hold themselves, their officers, employees and/or agents out as employees of the School District. The Town's and the MSA's relationships with the School District are only for the purposes and to the extent set forth in this Agreement, and their relationship to the School District shall, during the periods of property, field and facility usage hereunder, be that of an independent contractors. The Town and the MSA shall not be considered as having employee status and shall not be entitled to participate in any of the School District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Town, its officers, its employees and/or agents and the MSA its officers, its employees and/or agents, shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the School District. The Town agrees that this Agreement does not confer benefits of any nature whatsoever upon it or the MSA other than the use of School District property, fields and facilities provided herein. The Town and the MSA shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The Town and the MSA shall not be entitled to assert

any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the School District and its employees.

3. The term of this Agreement shall be subject to the right of either party to suspend or terminate this Agreement in whole or in part for convenience upon ninety (90) days prior written notice in which case such Agreement shall thereafter be null and void for all purposes.
4. Notwithstanding the foregoing, the parties understand and agree that in the event that the School District facilities, athletic fields and property covered by this Agreement become needed for School District purposes or the School District adopts a contingency budget, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, upon not less than five (5) business days written notice to the Town. Further, the School District shall have the right to suspend the use of particular facilities or locations for a period of time if such facilities or locations become needed for School District purposes upon not less than five (5) business days written notice to the Town. The notice shall advise the Town of the effective date of such suspension or termination. In the event that the School District exercises such right to suspend, the Town's use of the remaining facilities shall continue under the terms and conditions set forth herein.
5. The Town and School District shall each maintain all documents and records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with authority and/or jurisdiction over the provision of the services described herein.
6. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be communicated as of four (4) days after mailing. Notice shall be delivered or mailed to:

For the School District:

District Clerk
179 East Lake Blvd.
Mahopac Central School District

Mahopac, New York 10541

For the Town:

Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

7. This Agreement constitutes the full and complete Agreement between the School District and the Town and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
8. Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.
9. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
10. The Town shall comply with any and all applicable regulations of the New York State Education Department concerning operations in a school district facility and hereby represents that it has reviewed and is familiar with those rules and regulations which are applicable to the use of the School District's facilities.
11. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or partnership or joint venture, between the Town or the MSA and the School District and any officer, employee, servant, agent or independent contractor of the School District.
12. This Agreement must be approved by the Board of Education of the Mahopac Central School District and the Board of the Town of Carmel in public session. Absent said approvals, this Agreement is null and void and unenforceable.
13. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
14. The undersigned representative of each party hereby represents and warrants that the undersigned is an officer, director or agent of that party with full legal rights, power and authority to enter into this Agreement on behalf of that party and bind that party with respect to the obligations enforceable against that party in

accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby acknowledges that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

TOWN OF CARMEL



Signature

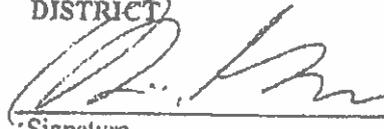
KENNETH SCHMITT

Print Name

10/6/16

Date

MAHOPAC CENTRAL SCHOOL
DISTRICT



Signature

Brian Maloney Bd. Pres

Print Name

Sept 13, 2016

Date

MAHOPAC CENTRAL SCHOOL DISTRICT
 179 LAKE BLVD., MAHOPAC, NY 10541-1666
 Telephone (845) 628-3415 Fax (845)628-0261

INVOICE

Date: 12/04/18

TO: Town of Carmel
 Comptroller's Office
 60 McAlpin Avenue
 Carmel, New York 10541

Amt. Enclosed \$ _____

- A) MAKE CHECK PAYABLE TO: MAHOPAC CENTRAL SCHOOL DISTRICT**
B) RETURN ONE COPY OF THIS INVOICE WITH YOUR PAYMENT
C) MAIL TO THE ABOVE ADDRESS, ATTENTION: SCHOOL DISTRICT TREASURER, DENISE PALMIOTTO.

Date	Description	Unit Amount	Total Amount
07/01/18	Facilities Usage during the 2018/2019 Fiscal School Year per the Municipal Cooperation Agreement between the Mahopac Central School District and the Town of Carmel, dated September 13, 2016 (Item # 1, and Para A, Section 11)	90,000.00	90,000.00
TOTAL DUE: \$ 90,000			

RESOLUTION #13

RESOLUTION AUTHORIZING EXECUTION OF CONFIDENTIAL AGREEMENT AND GENERAL RELEASE

WHEREAS, when Town Clerk Ann Spofford left her position as Deputy Town Clerk on or about December 31, 2005, she had 97 days of accrued but unused sick time and 216 hours of accrued but unused compensation time (collectively "Paid Time Off");

WHEREAS, when Ms. Spofford left her Deputy Town Clerk position, she should have been compensated for her PTO in accordance with Town policy;

WHEREAS, the Town did not compensate her at that time due to administrative error;

WHEREAS, Ms. Spofford has requested payment for her PTO in accordance with Town policy;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the payment of such time plus 2% annual compounded interests in full satisfaction, and in exchange for a release, of any debts or claims Ms. Spofford may have against the Town of Carmel;

BE IT RESOLVED, that the Town Board hereby authorizes Town Supervisor Michael Cazzari to sign the Confidential Agreement and General Release regarding such payment and release, a copy of which is on file in the Office of the Town Supervisor.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #14

RESOLUTION AUTHORIZING SUBMISSION OF CONSOLIDATED FUNDING APPLICATION FOR ASSISTANCE FROM THE NEW YORK STATE CLIMATE SMART COMMUNITIES GRANT PROGRAM

WHEREAS, the Town of Carmel hereby requests financial assistance from the New York State Climate Smart Communities Grant Program pursuant to Environmental Conservation Law Article 54, Title 15; and

WHEREAS, the Town of Carmel certifies that it has identified \$110,000.00 of matching funds from the Building & Grounds Special Improvement Fund pursuant to the requirements of Environmental Conservation Law Article 54 Title 15.

THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Michael Cazzari to act on its behalf in submittal of an application through the Consolidated Funding Application for \$110,000.00, to be used for the purchase and installation of a Roof Top Air Conditioning Unit at Carmel Town Hall.

Resolution

Offered by: _____

Seconded by: _____

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

MICHAEL S. CAZZARI
Town Supervisor

ROBERT F. SCHANIL, JR.
Town Councilman
Deputy Supervisor

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

TOWN OF CARMEL
TOWN HALL



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
www.carmelny.org

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

MEMORANDUM

To: Town Board

Date: July 13, 2022

From: Supervisor Michael Cazzari

RE: Town's Welcome Signs

Three of our wooded welcome signs are deteriorating and in need of replacement. We should replace them with longer lasting urethane material signs that will not rot, or need painting. The signs in question are as follows:

1. Welcome to the Historic Hamlet of Carmel sign, located at the intersection of Route 52 and Dykeman Rd.
2. Welcome to Mahopac Falls sign, which is located at the intersection of Potter Rd and Route 6N.
3. Welcome to Mahopac sign located at the intersection of Croton Falls Road and Stebbins Rd.

I had requested Engineering Projects Coordinator, Rob Vara to solicit proposals for the Town signs. Attached for your review, a proposal from Sundog Signs, LLC in the amount of \$6,435. The proposal includes the purchase of the signs and accessories. The price also includes the installation for the first sign, and assistance with the other two. According to our Town Comptroller, Mary Ann Maxwell, we have the funds available to replace the signs.

Sundog Signs LLC

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

**Town of Carmel
Rob Vera
Mahopac, N.Y.**

**Three carved and painted signs
36 x 60"**

**.75 High density urethane mounted on to
.75 komacell pvc**

**Mahopac Falls and Carmel Signs 1825 each.
Welcome To Mahopac 1825 + 225
Welcome to Mahopac Feather
Painted by Kate LaRanger from LaRanger Stained Glass Studio
\$225
Total \$5700**

**Post, Caps and Sleeves
4x4x8 pt posts with white pvc sleeves from Campanella Fence
And New England Style Caps 3 pair@125
\$375**

**Mounting Brackets from By Hammer By Hand
3 pair @120 a pair
\$360**

**Job total \$6435
Deposit \$3000**

**Thanks
Drew Howland**

**Installation by others.
We will help with the first installation.
We will assemble the sign with the crew and help install.**

From: [Maxwell, Mary Ann](#)
To: [Cazzari, Michael](#)
Cc: [Pasquerello, Anne](#); [Vara, Rob](#); [Tenefrancia, Michelle](#)
Subject: RE: Signs Est.
Date: Wednesday, July 13, 2022 9:40:30 AM

Yes Mike there are funds available to order the signs.

It will be charged to 1620.0045 Building Grounds Improvement line.

Thank you!

Mary Ann Maxwell
Town Comptroller
Town of Carmel
(845) 628-1500 ext 175
Fax (845) 628-7085
mam@ci.carmel.ny.us

From: Cazzari, Michael <msc1s@ci.carmel.ny.us>
Sent: Tuesday, July 12, 2022 3:17 PM
To: Maxwell, Mary Ann <mam@ci.carmel.ny.us>
Cc: Pasquerello, Anne <amp2@ci.carmel.ny.us>
Subject: FW: Signs Est.

Mary Ann,

I believe that the wooded welcome signs are deteriorating and in need of replacement. We should replace them with longer lasting urethane material signs that will not rot, or need painting. Rob Vara has gotten me the attached quote for the three welcome signs, do we have the funds available to order these signs?

Thanks,

Mike

From: Vara, Rob
Sent: Tuesday, July 12, 2022 2:17 PM
To: Cazzari, Michael
Cc: Pasquerello, Anne; Franzetti, Richard; Esteves, Donna
Subject: FW: Signs Est.

Mike,

Here is the estimate for the three signs. Give me a call to discuss it when you have a chance.

Robert Vara
Engineering Projects Coordinator

Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541
Ph. 845-628-1500 ex. 183 Fax 845-628-7085

From: SUN DOG SUN DOG SIGNS [<mailto:sundogsigns@comcast.net>]

Sent: Tuesday, July 12, 2022 12:51 PM

To: Vara, Rob

Subject: Signs Est.

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.

Hey Rob,

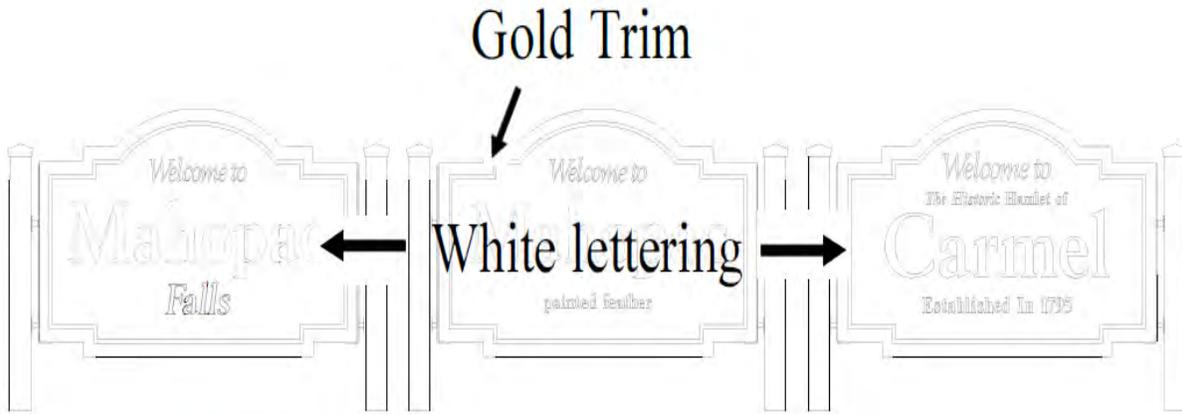
Everything is up and running.
Going to need to talk about colors.
Hope all is well, Talk later.

Drew



From: [Cazzari, Michael](#)
To: [Vara, Rob](#); [Maxwell, Mary Ann](#)
Cc: [Pasquerello, Anne](#); [Tenebrancia, Michelle](#); [Franzetti, Richard](#); [Esteves, Donna](#)
Subject: RE: Signs Est.
Date: Wednesday, July 13, 2022 3:47:40 PM
Attachments: [image001.png](#)

Rob,



Back ground color





John

Fall

*Welcome
To The Historic*
HAMLET
Of
CARMEL

Established In 1795

