

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

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

KATHLEEN KRAUS
Receiver of Taxes

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

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

TOWN BOARD WORK SESSION
Wednesday, January 22, 2020 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

6:00pm Executive Session:

1. Garbage District – Contractual
2. Board Vacancies
3. Councilmen Barile & Schanil – PBA Contractual

Town Board Work Session:

- Review of Town Board Minutes January 15, 2020
1. Consider Deletions to the Active List of the Mahopac Volunteer Fire Department
 2. James Gilchrist, Director of Parks and Recreation – Consider Request to Authorize Amendment Agreement for Grass Cutting Services for Airport Park
 3. James Gilchrist, Director of Parks and Recreation – Consider Request to Advertise for Bids for 2020 Summer Camp Bus Transportation
 4. James Gilchrist, Director of Parks and Recreation – Consider Request to Accept Proposal for Phase 3 Airport Park Improvements
 5. James Gilchrist, Director of Parks and Recreation – Consider Request to Authorize Payment for License Agreement with ASCAP (American Society of Composers and Authors) for the 2020 Sunset Concert Series
 6. James Gilchrist, Director of Parks and Recreation – Consider Request of the Mahopac Sport Association to Construct Support Building at Airport Park
 7. Richard Franzetti, PE, Town Engineer – Consider Request to Attend Conference – New York Water Environment Association (NYWEA) February 4, 2020 NYC Marriott Marquis (\$355)
 8. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Purchase of Pressure Regulating Valve – CSD#2
 9. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Purchase and Installation of Comminutor – CSD#2 Mechanic Street Pump Station

10. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Advertise for Bids for the Purchase and Installation of Sand Filter Roof – CSD#2
11. Michael Simone, Highway Superintendent – Consider Request to Authorize Purchase of Sander
12. Michael Simone, Highway Superintendent – Consider Request to Accept Proposal for Fuel Tank Inspection Recertification of Used Diesel Tank
13. Michael Simone, Highway Superintendent – Renewal of Agreement for Annual Weather Service
14. Michael Simone, Highway Superintendent – Authorize Emergency Purchase – Head gasket - Truck #28
15. Michael Simone, Highway Superintendent – Authorize Emergency Purchase – Parts for Motor Rebuild – Truck #49
16. Centennial Golf Course – Consider Request Pursuant to §156-90 of the Town of Carmel Town Code §273 Amending Zoning Code
17. Deputy Town Supervisor Suzi McDonough -Consider Request to Accept Proposal for Special Counsel – Mahopac Volunteer Fire Department

- **Public Comment (Three (3) Minutes on Agenda Items Only)**
- **Town Board Member Comments**

Open Forum:

- **Public Comments on New Town Related Business (Three (3) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**



MAHOPAC VOLUNTEER FIRE DEPARTMENT



Chief
Bill Nikisher

First Assistant Chief
Jason Kinash

Second Assistant Chief
Andrew Roberto

Post Office Box 267
Mahopac, NY 10541

Fire Headquarters
741 Route Six

Emergency Dial 911

Phone: (845) 628-3160
chief@mahopacvfd.com
Fax: (845)628-2174

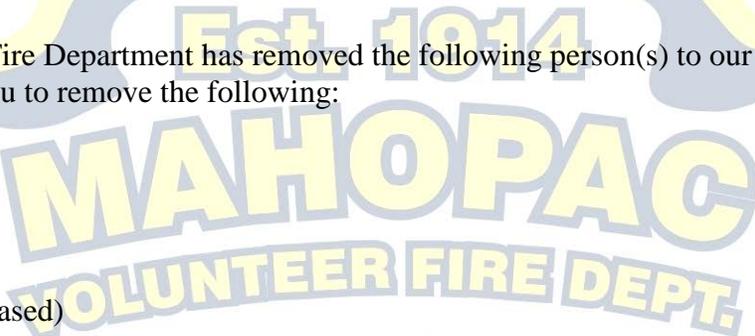
Carmel Town Clerk
60 McAlpin Ave
Mahopac, NY 10541

The Mahopac Volunteer Fire Department has removed the following person(s) to our rolls. We would respectfully request for you to remove the following:

- Theodore Martine
- Marlena Whitbeck
- Drew Kinash Jr.
- Briana Speckman
- Jamie Fieldale
- Max Moreno(deceased)

Respectfully submitted

Brian Lena
Correspondence Secretary
Mahopac Volunteer Fire Department.



Work Session Agenda Item #2



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: January 13, 2020

MEMO TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Landscaping/Grass Cutting Service Increase – Airport Park

I requested that Greenway Property Services submit a new price per cut for the Airport Park property now that the fields are completed. The 2019 pre-completion price of \$174.17 will increase \$275.86 to \$450.00 for both 2020 and 2021. This increase has been accounted for in the 2020 Budget. I have attached the revised price sheets for your review.

The approval of this increase requires a Resolution. Please add this to the next Town Board Work Session agenda and contact me with any questions.

/ns

Attachment



January 10, 2020

Jim Gilchrist
790 Long Pond Road
Mahopac, NY 10541

Hi Jim,

Please find the attached revised price sheets for the new Airport Property. We included both 2020 and 2021 so you can amend the final two years of the contract. If you have any questions or concerns please feel free to reach out and I will be more than happy to go over our analysis and how we arrived at the new number.

Thank you,

A handwritten signature in blue ink, appearing to read 'R. Lagana', with a long horizontal stroke extending to the right.

Rocco Lagana
Operations Director
(914) 565-2529

2019 Bid Sheet

Park & Address	Unit Price to Cut in Numbers	Unit	Projected Cuts	Extension (unit price x 30)
Airport Property 161-165 Hill Street Mahopac, NY 10541	\$174.17	Each	30	\$5,225.00
Camarda Park 226 Seminary Hill Road Carmel, NY 10512	\$580.67	Each	30	\$17,420.00
Jimmy McDonough Memorial Park 20 Dixon Road Carmel, NY 10512	\$387.67	Each	30	\$11,630.00
Chamber Park Routes 6/6N Mahopac, NY 10541	\$56.67	Each	30	\$1,700.00
Carmel Town Hall 60 McAlpin Avenue Mahopac, NY 10541	\$76.67	Each	30	\$2,300.00
Red Mills Park 6 Hill Street Mahopac, NY 10541	\$156.17	Each	30	\$4,685.00
Highway Department 55 McAlpin Avenue Mahopac, NY 10541	\$38.67	Each	30	\$1,160.00
Carmel Historical Building 40 McAlpin Avenue Mahopac, NY 10541	\$19.50	Each	30	\$585.00
Carmel Vacant land 33 McAlpin Avenue Mahopac, NY 10541	\$9.67	Each	30	\$290.00

Total for All Facilities in 2019

Total price for all Locations \$ 44,995.00

Total Bid in words: forty four thousand and nine hundred and ninety five dollars

2020 Bid Sheet

Park & Address	Unit Price to Cut in Numbers	Unit	Projected Cuts	Extension (unit price x 30)
<u>Airport Property</u> 161-165 Hill Street Mahopac, NY 10541	\$450.00	Each	30	\$13,500.00
<u>Camarda Park</u> 226 Seminary Hill Road Carmel, NY 10512	\$580.67	Each	30	\$17,420.00
<u>Jimmy McDonough Memorial Park</u> 20 Dixon Road Carmel, NY 10512	\$387.67	Each	30	\$11,630.00
<u>Chamber Park</u> Routes 6/6N Mahopac, NY 10541	\$56.67	Each	30	\$1,700.00
<u>Carmel Town Hall</u> 60 McAlpin Avenue Mahopac, NY 10541	\$76.67	Each	30	\$2,300.00
<u>Red Mills Park</u> 6 Hill Street Mahopac, NY 10541	\$156.17	Each	30	\$4,685.00
<u>Highway Department</u> 55 McAlpin Avenue Mahopac, NY 10541	\$38.67	Each	30	\$1,160.00
<u>Carmel Historical Building</u> 40 McAlpin Avenue Mahopac, NY 10541	\$19.50	Each	30	\$585.00
<u>Carmel Vacant land</u> 33 McAlpin Avenue Mahopac, NY 10541	\$9.67	Each	30	\$290.00

Total for All Facilities in 2020

Total price for all Locations \$53,270.00

Total Bid in words: fifty three thousand two hundred and seventy dollars

2021 Bid Sheet

Park & Address	Unit Price to Cut in Numbers	Unit	Projected Cuts	Extension (unit price x 30)
<u>Airport Property</u> 161-165 Hill Street Mahopac, NY 10541	\$450.00	Each	30	\$13,500.00
<u>Camarda Park</u> 226 Seminary Hill Road Carmel, NY 10512	\$580.67	Each	30	\$17,420.00
<u>Jimmy McDonough Memorial Park</u> 20 Dixon Road Carmel, NY 10512	\$387.67	Each	30	\$11,630.00
<u>Chamber Park</u> Routes 6/6N Mahopac, NY 10541	\$56.67	Each	30	\$1,700.00
<u>Carmel Town Hall</u> 60 McAlpin Avenue Mahopac, NY 10541	\$76.67	Each	30	\$2,300.00
<u>Red Mills Park</u> 6 Hill Street Mahopac, NY 10541	\$156.17	Each	30	\$4,685.00
<u>Highway Department</u> 55 McAlpin Avenue Mahopac, NY 10541	\$38.67	Each	30	\$1,160.00
<u>Carmel Historical Building</u> 40 McAlpin Avenue Mahopac, NY 10541	\$19.50	Each	30	\$585.00
<u>Carmel Vacant land</u> 33 McAlpin Avenue Mahopac, NY 10541	\$9.67	Each	30	\$290.00

Total for All Facilities in 2021

Total price for all Locations \$ 53,270.00

Total Bid in words: fifty three thousand two hundred and seventy dollars

THE NEXT PAGE "BIDDERS SIGNATURE PAGE" MUST BE COMPLETED



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: January 13, 2020

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Summer Camp Bus Bid

In preparation for our upcoming camp season, it is necessary for us to go out to bid for bus transportation for our camp trips. I am requesting your authorization to proceed with the bid process.

I have attached a Bid Form and description of services for your review.

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

/ns
Attachments



TOWN OF CARMEL RECREATION & PARKS DEPARTMENT
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Town of Carmel - Mahopac, NY 10541

Bid Form

Bus Transportation for 2020 Summer Camp Trips

The undersigned, being experienced and responsible for bus transportation, agrees to provide for the Town of Carmel, school bus transportation for 2020 Summer Camp trips in accordance with the attached specifications of the Town of Carmel.

Please enter your price below for each trip, per school bus, to complete all specified work required in the bid. (Please write in Bid Price in figures and words).

Price Trip #1 \$ _____

Price Trip #2 \$ _____

Price Trip #3 \$ _____

Representative's Signature: _____

Bidder's Legal Name: _____

Address: _____

Telephone Number: _____

Bidder's E-Mail: _____

Date: _____

BIDS MUST BE SUBMITTED WITH THIS FORM



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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General Conditions

1. TYPE AND LOCATION OF WORK

- a. The work shall comprise of all labor, material and equipment necessary to complete the work.
- b. It is the intent of the Town of Carmel to enter into a contract with a properly equipped and qualified company for Bus Transportation Services in the Town of Carmel on an as need basis.

2. PAYMENT

- a. Prices bid shall be full compensation for all labor, materials, use of tools and equipment, insurance, overhead and other costs necessary as required and specified herein.
- b. Payment will be made after submission of an invoice, verification by the Recreation Department of work completed, and approval by the responsible individual(s).

3. ORDER AND DIRECTION OF WORK

The work to be done shall be under the general supervision of the local municipal representative. The contractor shall immediately comply with any and all orders and instructions given. The order of sequence of execution of the work and the general conducts shall be subject to the approval and direction of the local municipal representative.

4. CONDITIONS AT WORK SITE

It is expected that bidders will make personal inspections of the both departure and arrival locations to obtain necessary information as to enable them to make up their bids intelligently. No allowance will be made for any claim that bids were made on incomplete information as to the nature and character of the bid requirements or work involved.

5. SPECIFIC BID DETAILS

- a. Provide safe and reliable school bus transportation to the following destinations, using the approximate departure and return arrival times. Buses needed for each trip is an approximate total based upon past use. Buses will be required to depart from as many as three separate locations and return to those locations.



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5. SPECIFIC BID DETAILS (continued)

TRIP #1

Wednesday, July 15, 2020: Departure Time 9:00 a.m. – Return Time 4:00 p.m.

Quassy Amusement Park

2132 Middlebury Road, Route 64

Middlebury, CT 06762

Approximately 7 school buses total, departing from and returning to 2 locations (Lakeview School and Austin Road School)

TRIP #2

Wednesday, July 22, 2020: Departure Time 9:00 a.m. – Return Time 4:00 p.m.

The Castle Fun Center

109 Brookside Ave,

Chester, NY 10918

Approximately 7 school buses total, departing from and returning to 2 locations (Lakeview School and Austin Road School)



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

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5. SPECIFIC BID DETAILS (continued)

- b. The school buses must report to the following departure and return locations for all trips **one half hour** before the scheduled departure time of each trip. Each trip (Section 5a) lists the departure locations that will be used. The following are the street addresses for those locations. The Town has the right to split the buses between those locations to accommodate all of the passengers from each location.

Austin Road School
390 Austin Road, Mahopac, NY 10541

Lakeview School
112 Lakeview Drive, Mahopac, NY 10541

- c. All vendors must meet the following requirements in order to be eligible to perform this service:
- All buses must meet NYS DOT (New York State Department of Transportation) requirements.
 - All buses must bear required registration and inspection stickers and be equipped with at least a first-aid kit, tools, fire extinguisher, and flares.
 - All drivers must be at least 18 years old and possess a valid operator's license.
 - Must supply a current roster of drivers, along with current copies of driver licenses upon bid awarding.
- d. Each proposal must consist of a cost per school bus per trip. Each bidder must be able to supply the approximate buses needed for each trip scheduled, however the town is not obligated to use the approximate number of buses needed. More or less buses may be used according to the needs of each trip. Bus numbers will be finalized by 2:00 p.m. on the Monday before each scheduled trip.
- e. If a trip is cancelled, the Town will notify the vendor by 7:00 a.m. the day of the scheduled trip without penalty or financial obligation from the Town of Carmel.
- f. The successful bidder shall be required to carry insurance of at least \$2 million with proof of insurance submitted with proposal.



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Town of Carmel
Recreation Department
Contractors Qualifications Questionnaire

Bid for: **Bus Transportation for 2020 Summer Camp Trips**

Year which company first began providing bus transportation services: _____

Four municipalities/private companies to which bus transportation services have been provided, within the last year, including contact person and telephone number.

1. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____

2. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____

3. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____

4. Name: _____
Address: _____

Contact Person: _____
Telephone Number: _____



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EMAIL: carmelrecreation@ci.carmel.ny.us

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

List of equipment currently owned, operated and available for use in this contract:

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
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Type: _____
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Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Type: _____
Make: _____
Model: _____
Year Acquired: _____
Condition: _____

Work Session Agenda Item #4



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: January 15, 2020

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Proposal for Airport Park Phase 3, Park Improvements – Water / Sewer Supply

The attached proposal is from Insite Engineering, Surveying & Landscape Architecture, P.C. requesting authorization to proceed with services associated with Phase 3 of the improvements at Airport Park. Phase 3 improvements will include bringing electric from Scott Rd. to the future building area, bringing Well No. 7 on line for irrigation, and constructing domestic water and sewer provisions for the park.

This request requires a Resolution. Please add this to the Town Board Work Session agenda on January 22, 2020 and contact me with any questions.

/ns
Attachment



January 15, 2019

Mr. Jim Gilchrist
Town of Carmel
Sycamore Park
790 Long Pond Rd
Mahopac, NY 10541

Via Email: jrg@ci.carmel.ny.us

RE: Airport Park
Phase 3, Park Improvements
Town of Carmel, New York

Dear Mr. Gilchrist:

Our firm, Insite Engineering, Surveying & Landscape Architecture, P.C. (Insite) is pleased to submit this proposal for continued engineering services for your project.

Insite Engineering, Surveying & Landscape Architecture, P.C. (Insite) proposes to assist you with professional engineering services during design and construction of Phase 3 park improvements. Generally, the Phase 3 improvements will include:

- Bringing electric from Scott Road to the future building area.
- Bringing well NW-7 on line for irrigation.
- Constructing domestic water and sewer provisions for the park.

These services include preparation of construction documents, permitting, bidding, shop drawing review, response to requests for information, observations, inspections, as well as other construction related services as may be required by your team.

1.0 QUALIFICATIONS

Insite is a firm with fresh ideas and a commitment to quality and service. Our experienced staff has been involved in many park projects in the area, so we are confident that we can service your project well. Insite is staffed with Professional Engineers, Landscape Architects and Land Surveyors, all registered in the State of New York, a full design team, and state-of-the-art computer-aided design and drafting systems. We believe our experienced and multidisciplinary firm provides you with the expertise necessary to bring this project to successful completion.

Insite's mission as a leader in the fields of civil engineering, land surveying, and landscape architecture has remained consistent since our inception in 1989; we deliver prompt, professional services driven by value and client's needs. *At Insite, we make commitments you can count on, and deliver solutions you can build on.*

3 Garrett Place, Carmel, New York 10512 (845) 225-9690 Fax (845) 225-9717
www.insite-eng.com

2.0 SCOPE OF SERVICES

Insite proposes to provide design, permitting, bidding, and construction phase engineering services. Please note schedules and budget for our construction related services are highly dependent on the pace and quality of construction. The following scope of work is proposed:

2.1. Park Electric Service

The Phase 3 park electric service will include line extending electric from the transformer on Scott Road to the proposed location of the future park building. This line will provide temporary electric service to the park, and be sized for future park improvements. The following tasks are proposed:

a. Design

Insite will work with our electrical engineering consultant to design the electric connection.

b. Request for Proposals (RFP)

Insite will prepare an RFP for the electric service improvements based on the design. The RFP will be assembled in a standard format as prescribed by the Town.

c. Construction Phase Services

Insite will provide engineering support during construction. It is assumed that the Carmel Engineering Department will perform observations during construction. Insite's tasks will likely include review of submittals, coordination with NYSEG, response to questions and project closeout. We have budgeted 10 manhours for this task.

2.2. Irrigation Well Improvements

The Phase 3 irrigation well improvements will include outfitting and connecting existing well NW-7 with a new pump and controls, providing electric service to the well, running a well supply line to the irrigation point of connection, and providing a small pressure tank and controls for the system. The following tasks are proposed:

a. Construction Documents

Insite will prepare the Phase 3 design and construction drawings and supplement them with technical specifications for the site related work. Insite will work closely with the Town on budgeting and value engineering to finalize the construction documents. Included in this task will be the preparation of an easement description for the well and water line on the County property.

b. Bidding

Insite will assist the Town with bidding related services, including the preparation of bid documents, solicitation of contractors, bidding support, attendance of a pre-bid meeting, responding to requests for information from bidders, reviewing bids, and recommending a contractor.

c. Construction Phase Services

Insite will provide part time construction phase services for the subject project. This task includes part-time construction inspection to ensure compliance with the approved plans and specifications. Also included in this task are: shop drawing review, response to contractor and owner Request for Information (RFI's), attendance of site meetings, and general construction support for the site related aspects of the project. The frequency of inspections can vary based on the pace of the work and quality of the construction. Insite manhour budgets for time have been allocated for each task below, based on a 4-week active construction period.

Insite will support the project during construction of the site improvements for the proposed project. The site/civil tasks envisioned at this time in support of this effort are as follows:

- Project startup (6 manhours).
- Response to requests for information (4 manhours).
- Review of the submittals (6 manhours).
- Observations during construction (to be performed by Carmel Engineering Department).
- Erosion control inspections as required by the NYSDEC General Permit (20 manhours).
- Preparation of project closeout documents (6 manhours).
- Meetings and coordination with Town and County (6 manhours).

Please note that the final scope of work maybe altered based on the construction program and scheduling, and could affect the manhour budgets stated.

2.3 Domestic Water and Sewer Improvements

The Phase 3 domestic water and sewer improvements will include a domestic water service connection to CWD #14, and construction of the approved septic system. The following tasks are proposed:

a. Construction Documents

Insite will prepare the Phase 3 design and construction drawings and supplement them with technical specifications for the site related work. Insite will work closely with the Town on budgeting and value engineering to finalize the construction documents.

b. Bidding

Insite will assist the Town with bidding related services, including the preparation of bid documents, solicitation of contractors, bidding support, attendance of a pre-bid meeting, responding to requests for information from bidders, reviewing bids, and recommending a contractor.

c. Construction Phase Services

Insite will provide part time construction phase services for the subject project. This task includes part-time construction inspection to ensure compliance with the approved plans and specifications. Also included in this task are: shop drawing review, response to contractor and owner Request for Information (RFI's), attendance of site meetings,

and general construction support for the site related aspects of the project. The frequency of inspections can vary based on the pace of the work and quality of the construction. Insite manhour budgets for time have been allocated for each task below, based on a 3-week active construction period.

Insite will support the project during construction of the site improvements for the proposed project. The site/civil tasks envisioned at this time in support of this effort are as follows:

- Project startup (6 manhours).
- Response to requests for information (4 manhours).
- Review of the submittals (6 manhours).
- Observations during construction (to be performed by Carmel Engineering Department).
- Erosion control inspections as required by the NYSDEC General Permit (12 manhours).
- Preparation of the septic system construction compliance documents with PCDOH (12 manhours).
- Meetings and coordination with Town and Permitting Agencies (8 manhours).

Please note that the final scope of work maybe altered based on the construction program and scheduling, and could affect the manhour budgets stated.

3.0 FEES FOR SERVICES

Insite's budgets for service are as follows:

3.1	Park Electric Service	Budget	\$6,000.00
3.2	Irrigation Well Improvements	Budget	\$22,500.00
3.3	Domestic Water and Sewer Improvements	Budget	\$13,500.00

Insite's services will be billed monthly on a time and materials basis for all hours expended in accordance with the fee schedule in effect at the time the services are performed. Attached is Insite's current Fee Schedule, and General Terms and Conditions.

The scope of professional services as described in this proposal is inclusive of activities normally required by the Town of Carmel. The fees stated in this proposal do not include the following:

- Engineering services beyond those stated.
- Surveying services.
- Procurement of regulatory permits (not anticipated).
- Services resulting from significant changes in the general scope, extent, or character of the project or its design, beyond the control of Insite.
- Reimbursable expenses per attached fee schedule.

4.0 AUTHORIZATION TO PROCEED

Should you find this proposal acceptable and wish to retain Insite to provide professional services, please sign this proposal in the Authorization to Proceed section, and return it to our office for acceptance. A fully executed copy of this proposal will be returned to you for your files.

This proposal is valid for 30 days from the date shown herein.

Thank you for this opportunity to submit this proposal. Should you have any questions or require any additional information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By: JJC
Jeffrey J. Contelmo, PE
Senior Principal Engineer

JJC/amk

Insite File No. 00006.4256

AUTHORIZATION TO PROCEED

This will authorize Insite Engineering, Surveying & Landscape Architecture, P.C. to proceed with professional services in accordance with this Proposal, and confirms the Client's acceptance of the attached Fee Schedule, and General Terms and Conditions (Agreement). Upon Insite's acceptance of this Proposal or commencement of the services, the Proposal, Fee Schedule and General Terms and Conditions shall constitute the Agreement between the Client and Insite.

In order to help us respond to your concerns promptly, please provide the following information pertinent to this project: address if other than on proposal, contact person if other than yourself, and phone numbers where you and/or contact may be reached during the day.

Signature: _____

Contact: _____

Printed Name: _____

Office #: _____

Date: _____

Fax #: _____

Address: _____

Cell #: _____

Email: _____

INSITE ACCEPTANCE:

Accepted By: _____

Date: _____

Insite File No. 00006.4256



2020 PROFESSIONAL SERVICES SCHEDULE

(Page 1 of 2)

FEE SCHEDULE

Senior Principal	\$198./hr.
Principal	\$180./hr
Senior Project Personnel (Engineer, Landscape Architect, Surveyor)	\$156./hr.
Project Personnel (Engineer, Landscape Architect, Surveyor, Designer)	\$142./hr.
Senior Designer, Senior Field Technician, Senior Survey Technician	\$120./hr.
Design Engineer/Landscape Designer/CADD Specialist/Survey Technician II	\$114./hr.
Designer/Survey Technician I	\$102./hr.
CADD Operator/Field Technician	\$86./hr.
Junior Technician	\$76./hr.
Administration	\$56./hr.
Survey Field Crew (2-person)	\$220./hr.
Survey Field Crew (1-person)	\$166./hr.

Survey field crew rates stated are not based on prevailing wage rates. Assignments requiring prevailing wage rate surveying will require rate adjustments based on applicable prevailing wage rates specific to the assignment.

All hours are billed portal to portal. In addition, reimbursement is required for all actual expenses incurred including mileage (rate of \$0.60 per mile), special equipment, plotting, printing, postage, express deliveries, and related items.

GENERAL TERMS AND CONDITIONS

Insite shall mean only INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C., and Client shall mean the party that executed the attached Agreement.

Payment Unless otherwise provided in this Agreement, Insite shall invoice Client monthly as provided in the attached agreement. Insite submits invoices on a monthly basis or upon completion of each task, whichever comes first.

Invoices are payable within 15 days of the invoice date. Accounts remaining unpaid more than 15 days after the invoice date are subject to 1 percent interest per month (12 percent annually), starting from the date of the invoice. In addition, Insite may, after 30 days from the date of the invoice, suspend services until Insite is paid in full for amounts due for services rendered.

Changes in Scope Client shall have the right within the general purpose and intent of the project to change, add or delete items from services in writing and subject only to the agreement of Insite with respect to the effect on cost and schedule.

Non-Responsibility Insite shall not be responsible for construction means and methods, site safety, or pollution control.

Client Responsibilities Client shall on a continuing basis throughout the term of this Agreement; maintain a designated representative, who shall be reasonably available to meet with Insite on Client's behalf; provide Insite with all relevant project related data available to Client; and unless otherwise provided arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by Insite for performance of services.

Insite Engineering, Surveying & Landscape Architecture, P.C.
2020 PROFESSIONAL SERVICES SCHEDULE (Page 2 of 2)

GENERAL TERMS AND CONDITIONS (Continued)

Change in Law Client shall bear the cost of any material change in, or addition to, services resulting from a change in law or interpretation effective after the date of this Agreement.

Force Majeure Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event or circumstance beyond its reasonable control.

Other Use of Results Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of Insite in performing services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the project and are intended solely for use by Client in connection with the project. Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon Insite's receipt of payment in full. Client agrees to defend, indemnify and hold harmless Insite from and against any and all losses arising from Client's direct or indirect use of Documents or Results, other than for their intended use in connection with project.

Release of Digital Files Insite at its sole discretion may provide the client with digital files in accordance with Insite's Digital File User Agreement. Should electronic files be issued, they are issued for convenience only, and are not certified by Insite.

Indemnification Subject to the provision of these General Terms & Conditions, Insite agrees to indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees, successors and assigns. To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold Insite harmless from losses arising in connection with project.

Insurance Throughout the term of this Agreement, Insite shall maintain insurance including Worker's Compensation; Automobile; General Liability; and Professional Liability insurance.

Liability The maximum liability of Insite, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to these General Terms & Conditions shall be limited to the cost of the services, or \$1,000,000, whichever is less.

Limitation of Damages The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

Suspension of Services Client shall have the right to suspend all or part of the services, provided Client gives Insite at least seven (7) days' notice of the dates each suspension is to begin and end.

Termination Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice. In the event this Agreement is terminated by either party, Client shall pay in full for services performed and costs reasonably incurred by Insite, its agents and subcontractors up to the effective date of termination.

Assignment Except as otherwise provided herein, this Agreement shall not be assignable by either party, in whole or in part, without the prior written consent of the other party.

Notice All notices shall be given to the other party in writing by electronic delivery, hand delivery, express mail, or U.S. mail service providing proof of delivery.

Integration This Agreement shall constitute the entire agreement between the parties.

Modification This Agreement shall not be modified or replaced, in whole or in part, except by written amendment.

Interpretation This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York.

Severability If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

Waiver Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.



**TOWN OF CARMEL RECREATION & PARKS
DEPARTMENT**

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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: January 14, 2020

TO: Suzanne McDonough, Deputy Supervisor
Carmel Town Hall

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

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

REFERENCE: Memo dated December 20, 2019 (copy attached)

As in the past, we are again required to pay a license fee for our 2020 Sunset Concert Series. It is an annual fee of \$363.00 and is due within 30 days of our April 30, 2020 renewal date. Please sign and date page 3 of the Local Government Entities form and return the original to me.

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

Please contact me with any questions.

/nls
Attachment



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

Entered
1/2/20

0367

December 20, 2019

GBBKBV003001472 -

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

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

Dear Mr. Gilchrist:

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

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

1. Submit payment for your 2020 license within 30 days of your renewal date

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

Your online account also makes it easy to:

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

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

Your adjusted rate schedule for 2020 is attached and reflects a rate increase of approximately **1.7640%**, based on the increase of the Consumer Price Index, All Urban Consumers – (CPI-U) between October 2018 and October 2019.

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

Remember, 88¢ of every \$1 from your license fee goes directly to our members, helping them pay their bills and continue writing music. Our 600,000+ songwriters, composers, and music publisher members thank you for being an ASCAP licensee and supporting music creators!

Account Services

Account Services

Enclosures:
Rate Schedule
Report Form
Return Envelope

F0166_0120
IMLA

GBBKBV003001472-10541-2340

	LOCAL GOVERNMENT ENTITIES 2020 Rate Schedule and Report Form
Account No.: 500613865	Premise Name: Town Of Carmel, NY; Mahopac, NY
Report Due: 12/30/2020	

R1KRV000001472020030000



SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$363.00
50,001	to	75,000	\$725.00
75,001	to	100,000	\$871.00
100,001	to	125,000	\$1,161.00
125,001	to	150,000	\$1,451.00
150,001	to	200,000	\$1,887.00
200,001	to	250,000	\$2,320.00
250,001	to	300,000	\$2,758.00
300,001	to	350,000	\$3,192.00
350,001	to	400,000	\$3,629.00
400,001	to	450,000	\$4,060.00
450,001	to	500,000	\$4,499.00
500,001	Plus***		\$5,513.00

*** \$5,513.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$72,542.00

SCHEDULE B: Special Events

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

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

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

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

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$363.00 .

License Fee for Year 2021 and Thereafter

For each calendar year commencing 2021, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

LOCAL GOVERNMENT ENTITIES (continued): (Please complete form in its entirety.)

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

Report Year: _____ Annual License Fee: **\$363.00** (Due within 30 days of Renewal Date.)

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

Base Licensee Fees accompanied by a completed Report Form are due and payable within 30 days of the License Agreement's renewal date. The Report along with payment may be mailed to the ASCAP address below.	
Contact Person: _____ (Please print Contact's Name.)	_____ (Please print Contact's Title.)
Phone No.: () _____ Fax No.: () _____	Email: _____ Website: _____
I certify that the above information is true and correct.	Signature: _____ (Please print Name and Title of Signature name above.)
Dated: _____	

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

12/20/2010 F0166_0120



Account No.: 500613865

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

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

IMLA



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: January 16, 2020

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Airport Park Building

The Mahopac Sports Association, led by MSA Soccer, wishes to make a donation to the Town of Carmel of a support building to be installed at the Airport Fields, which are currently under development.

The building is proposed to be a 50' X 60' (3,000 SF) peaked roof all steel structure, containing restroom facilities, open meeting spaces, a concession stand, and storage for equipment. Elevations of each of the four sides of the building, an interior floor plan, and a site plan of the park indicating the placement of the building have been provided.

The manufacturer of the building will be Bison Steel Buildings, Inc. Bison is located in Minneapolis, MN, and its buildings are 100% manufactured in the United States. Their products are utilized all throughout the county, as workshops, community buildings, commercial buildings, self-storage facilities, and aircraft hangers. For additional information on the company, please visit: <https://bisonsteel.com/>
The building will be engineered by Bison for our specific location; the plans will be reviewed and certified and stamped by a NY State Engineer. Bison provides a 50-year structural warranty and a 40-year paint warranty. All framing members are galvanized, and the structural steel comes factory painted.

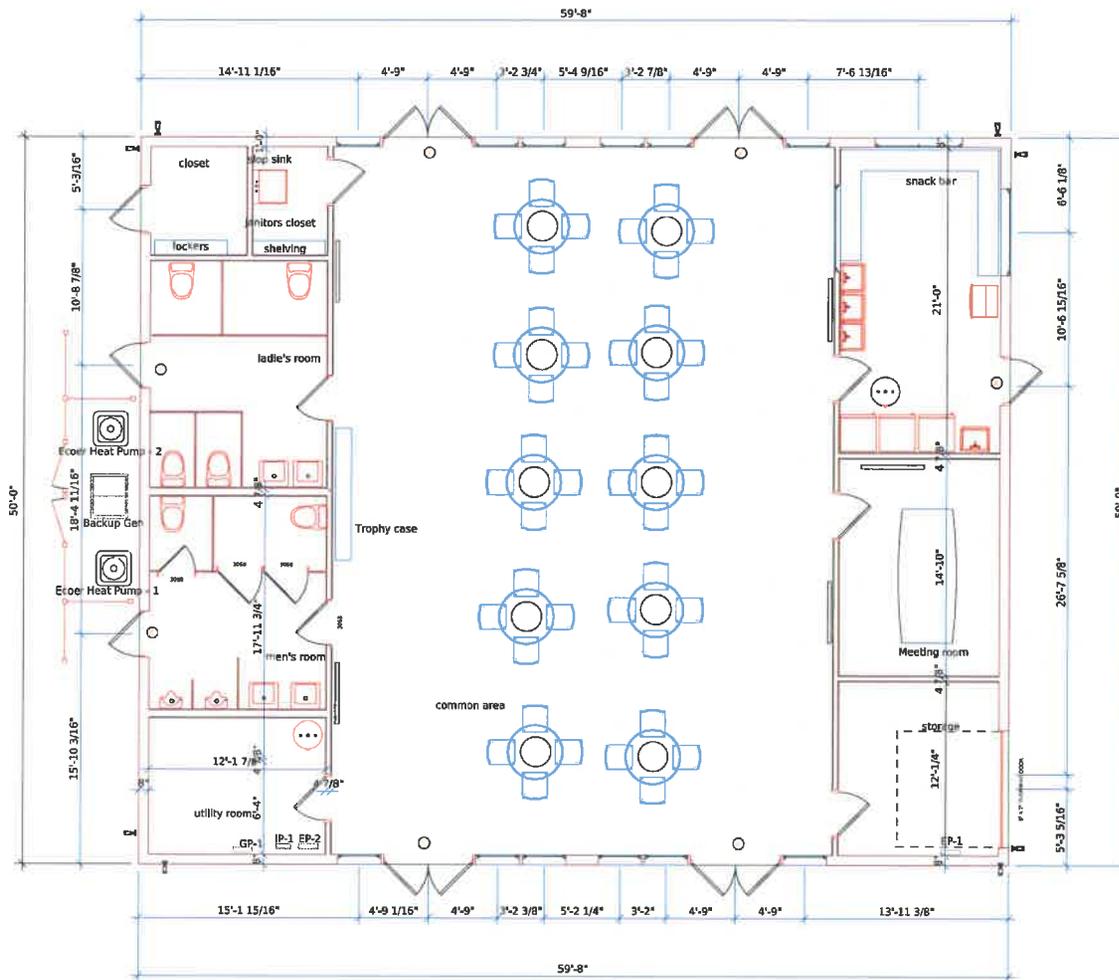
The building will be delivered directly to the site, where it will be assembled by Scooter Hatch (New England Carpentry) and Fred Reger (North Lake Carpentry) with assistance from volunteers. Both firms have extensive experience and are fully licensed and insured.

The Airport Budget includes \$100,000.00 in Contracted Building Improvements which will be used to cover the cost of pavers around the building and pavilion, as well as the fixtures for the bathroom, snack bar etc.

I have attached information on Bison Steel Buildings and a layout of the Airport Park support building and floor plan for your review.

/nls

Attachments



GENERAL NOTES

No.	REVISION/ISSUE	DATE

ORIENTATION	STAMP

ALL DRAWINGS ARE THE PROPERTY OF THE DESIGNER AND THEY ARE NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF THE DESIGNER. CONTRACTOR TO CHECK AND VERIFY ALL DIMENSIONS BEFORE COMMENCING WORK AND TO REPORT ANY DISCREPANCIES TO THE DESIGNER.



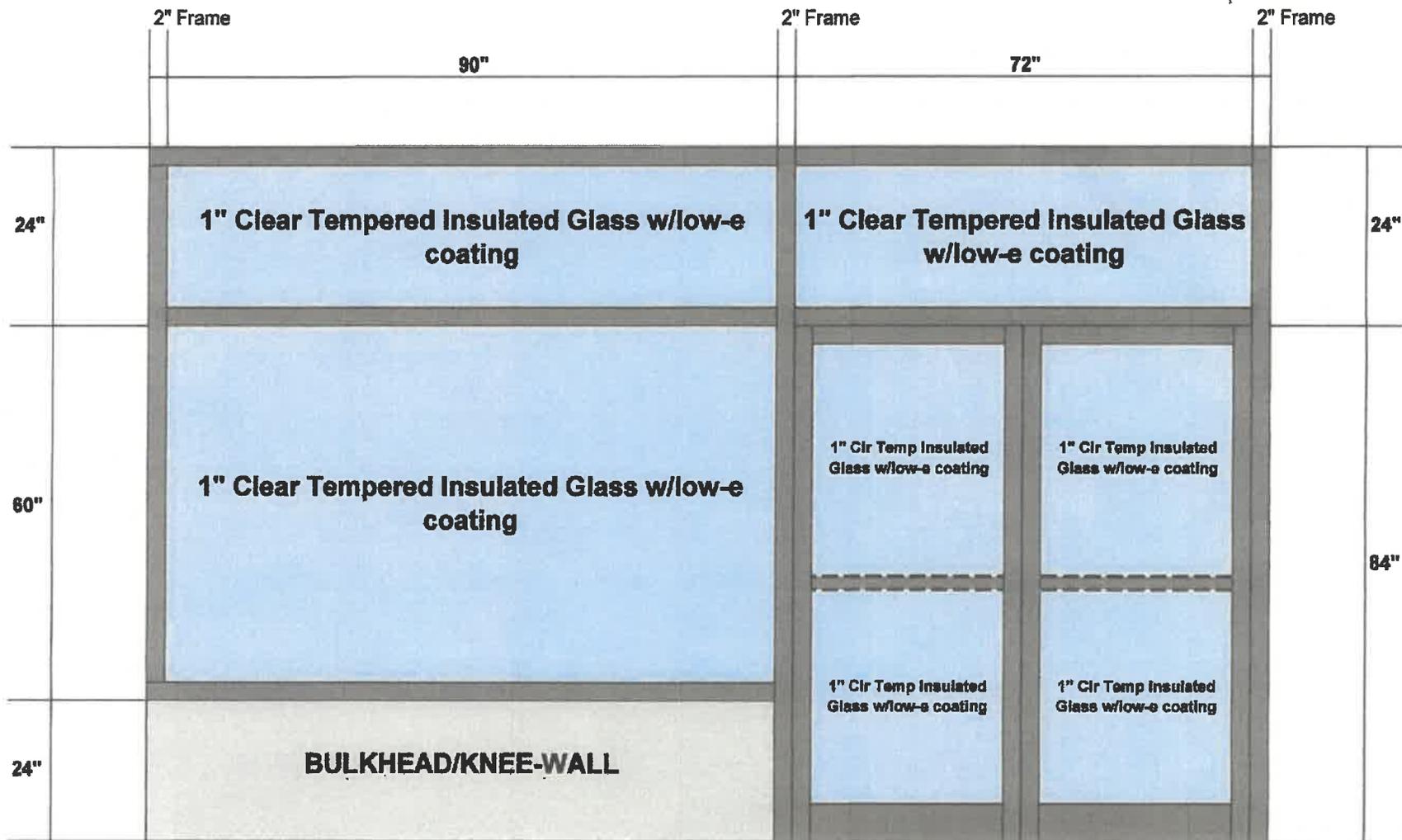
255 WOODLAWN RD. W
GUELPH, ON N1H 8J1
609-223-7538

PROJECT NAME:
Airport Park Support Building

CLIENT:

DRAWING:
Floor Plan **FLOOR PLAN**
SCALE: 1/8"=1'-0" **DATE:** January 15, 2020

DRAWN BY: FR	SHEET:
CHECKED BY: SH	
APPROVED BY: RG, JL	



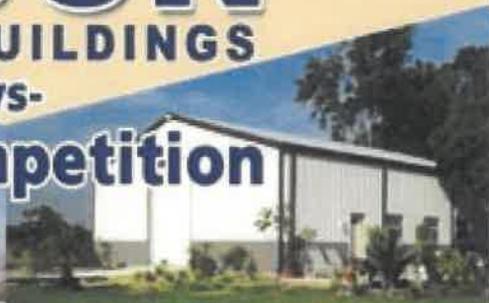
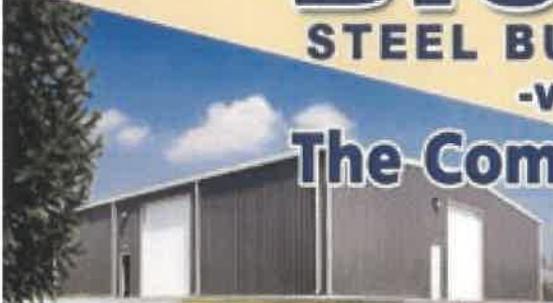


BISON

STEEL BUILDINGS

-VS-

The Competition



The Bison Difference

Valued Customer,

Thank you for choosing Bison Steel Buildings as the solution to your building needs. You can be confident that the Bison team of professionals will provide you the very best products and service at the lowest competitive price in the market today. You, our valued customer, are number one on our list of priorities.

We know our business. For many years Bison has provided quality pre-engineered steel building systems to commercial, industrial and agricultural customers. As a Bison customer, you will receive prompt, accurate technical advice and superior customer service from our trained team of specialists. Your building package will include engineered computer drawings and a comprehensive erection manual. The factory design and detailed engineering of an Bison building ensures that it will last a lifetime.

The service you receive after the initial sale is the true measure of your building provider's performance. Our team of experts is dedicated to customer service and making your building project the satisfying experience you deserve. Our goal at Bison is to serve you, our customer. Our motto: "Made of Steel, Built on Service"

What We Do For You

Personalized Service

- There is no waiting. Our technicians will respond to your inquiry, discuss your needs and have your building priced to your specifications within 24 hours.
- Your experienced service representative will guide you through the entire project from purchase to completion.
- Do it yourself and save. Simple, easy erection procedures and our technical assistance will have your building up in no time.

Precision Manufacturing and Design

- State-of-the-art computerized drafting and design meet or exceed all industry standards.
- You will receive a complete building package that assembles with ease.
- Engineered permit plans, erection drawings and an easy to understand building manual are provided with every building.

Efficient Scheduling and Delivery

- Service representatives will monitor your progress to properly coordinate the arrival of your building.
- Community freight and share loading greatly reduce delivery cost.

Quality Control and Communication

- Bison pledges to provide the best quality material and workmanship available in the industry.
- Our speed track communication system will always have a technician available to assist you.

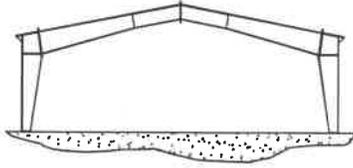
All buildings are not created equal. Let us show you why.

Best regards,

The Service Department

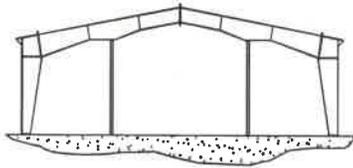
BISON
STEEL BUILDINGS

Bison's Rigid Frame Options



Clear Span

Floor areas that must be free of all columns and supports require clear span framing. This design is ideal for gymnasiums, aircraft hangars, riding arenas and showrooms.



Multi-Span

When columns will not interfere with the function of a building, multi-span framing is used. Multi-span buildings provide a maximum span at a lower cost and are used for manufacturing facilities and warehouses.

With Bison's multi-span framing, the number of spans may vary from a minimum of two to an unlimited maximum number of spans.



Single Slope

Single slope framing is used when it is advantageous to have one-way roof drainage and column-free floors. This design is appropriate for storage, manufacturing facilities, retail stores, office complexes, and strip malls.



Lean-To

Lean-to construction is an economical way to increase the width of an existing building or add on to a new building. Some common uses of this type of framing include: equipment storage, stalls for animal confinement, open-roof systems, canopies and office space adjacent manufacturing facilities.



Bison's Roof Coating (AZ55 Galvalume®)

Bison's roof coating is AZ55 Galvalume®. The coating requires no maintenance or painting and it retains its original luster. It is comprised of 55% aluminum, 44% zinc and 1% silicone. The greater aluminum content creates a higher resistance to rust.

There is a 25-year perforation warranty backed by the steel mills. If a hole rusts through a panel, the steel mill will replace the panel.



Competition's Roof Coating

Some companies use an AZ50 coating on their roof panels with only has a 50% aluminum content. They offer a 20-year perforation warranty if a hole rusts through a panel, five years less than the warranty offered by Bison.

Some other companies use a zinc-galvanized coating, which contains no aluminum. Roof panels with this coating will rust and corrode causing holes to form and leaks to develop.



Bison's Roof Fasteners

If the fastener is not compatible with the roof, the steel mill will void the warranty. Bison's roof fasteners are surgical stainless steel, supplied with an assembled neoprene washer and carry a lifetime warranty against rust. The fasteners are 18 parts chrome and 8 parts nickel and will not rust, tarnish, turn gray or black.



Competition's Roof Fasteners

Some companies use zinc fasteners, which will rust - voiding the roof warranty. Others also provide a long-life alloy screw that can prevent rust, but will oxidize, turn dark gray or black making the building unattractive.



Bison's PBR Roof System (Purlin Bearing Rib)

Bison's PBR roof system provides a full overlap, preventing water from leaking into the building during storms when strong winds force rain against the overlap. Where the sheeting overlaps, the panel runs all the way to the bottom of the corrugation and along the bottom like a reversed "L." The top PBR panel resembles a "Z" and overlaps the bottom panel providing additional strength as well as protection against leakage.



Competition's "R" Panel Roof System

Some of Bison's competitors use an "R" panel roof system. The overlap only extends 1/3 of the way into the corrugation of the connecting sheet and is not sufficient to give strength to the joint.

Water can build up in the corrugation where the panels overlap. Strong winds can push this built up water through the overlaps and into the building causing tremendous leaks.



Bison's Roof Panels

Bison's roof panels are made of 26-gauge steel with a yield of 80,000 PSI and a huge corrugation depth of 1 1/4". The strength of the steel together with the high PSI yield and deep corrugation create tremendous protection against strong winds and heavy snow loads.

The roof panels are wind rated to meet Florida code. The Florida code number is FL-3722-R1.



Competition's Roof Panels

The thickness of the steel panels on the sidewalls and roof of some competitors' buildings is 29-gauge steel. These buildings are not as strong and are less durable since the steel is 32% lighter than the 26-gauge steel utilized by Bison. The competition's corrugation is 5/8" in depth, half the depth of Bison's 1 1/4" corrugation. Therefore, the Bison steel panel has twice the strength.

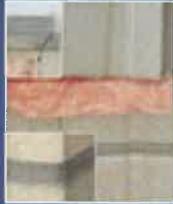
Some companies are not wind rated and do not have a Florida approval number.



Bison's Roof Mastic (sealant)

Bison uses a mastic tape as a sealant on its panels. The side overlaps have a 1" wide flat mastic strip and the end panels have a 1" wide double bead sealant strip that create a watertight seal.

During drilling, the large 1" width enables the roof fasteners not to miss the mastic. Fasteners can easily perforate the sealant creating the necessary seal.



Competition's Roof Mastic

The mastic used on the competition's roof panels is only 3/8" or 1/2" in width and cannot ensure a watertight seal. Strong winds can force rain against the panels and through the overlap into the building causing leaks.

Fasteners have a greater risk of missing the narrower mastic thus failing to create the necessary watertight seal with the screw.



Bison's Girt and Purlin Rust Protection

Bison's girts and purlins have a hot dipped galvanized coating applied at the steel mill. This coating protects against rust and prevents ugly rust streaks from forming on the interior panels.



Competition's Girt and Purlin Rust Protection

Other companies use a red oxide primer, which encourages corrosion. Streaks of rust will form on the interior panels making the building unattractive.

Streaks of rust from red oxide primer on purlins.

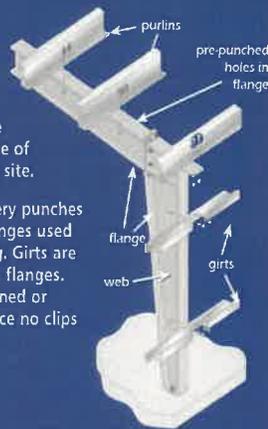
Streaks of rust from red oxide primer on girts.



Bison's Girt and Purlin Connections

Precision computer controlled machinery punches the holes in the flanges of the beams that form the rafters at the factory. You simply bolt the purlins directly to the flange of the rafter beams at the job site.

The same accurate machinery punches the holes in the column flanges used on the sides of the building. Girts are easily bolted to the column flanges. Concern created by misaligned or bent clips is eliminated, since no clips are required.



Competition's Connections

Some companies weld clips to rafter beams and columns so that the girts and purlins can be bolted to the clips. This system is used due to a lack of sophisticated equipment needed to precisely punch holes in the rafter beams and columns.

Problems with clips include:

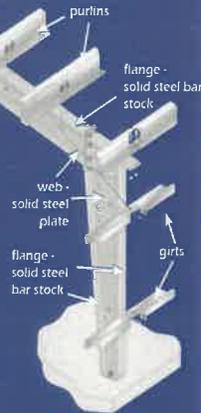
1. Girts and purlins will not fit on the building when clips are often misaligned. When this occurs, the clips must be removed and welded back onto the rafter beams or columns.
2. Because clips are only tack welded to the beams, they are often bent or the weld is broken during shipment. Welding clips is not structurally sound, lacks quality control and creates problems during erection.



Bison's Rigid Frame Construction

The web of the rafter beams and columns is a solid steel plate design and the flanges on the sides of the web are made of solid steel bar stock. The frames are manufactured in an "H" configuration using automated continuous welding equipment. An attractive gray oxide primer is applied to the frames.

Bison uses a minimum of 1/4" flange thickness. This stops the beam from bowing or the flange from becoming wavy.



Competition's Rigid Frame Construction

Some competitors use web trusses.

Some companies use a 3/16" flange thickness. This causes the beam to bow or the flange to become wavy.

Bison's Quality Control

The entire building, as well as the frames, is designed to meet ASTM International (American Society for Testing and Materials) and AISC (American Institute of Steel Construction) standards by in-house certified professional engineers. The permit drawings are stamped and sealed by the in-house engineers who are licensed in the states where the permits are issued. The engineering software program is not data based but is driven by engines that actually create and design a building. Bison's drafting detailing software program creates the permit, shop and construction drawings. All of these drawings are detailed by in-house professional draftsmen and all of the factory welders are certified.

Competition's Quality Control

Some companies only make components and have to purchase the frames from a frame maker resulting in poor quality control. Other companies make the frames, but have to purchase the sheeting, girts, purlins and all of the remaining components from another company, which also results in poor quality control. Many of the companies do not have in-house engineers and rely on outside consulting engineers often resulting in time delays and sometimes in poor design. Some companies do not meet ASTM or AISC standards. They do not have licensed welders and must either hand weld or use semi-automatic welding equipment, requiring hand welding, again resulting in poor quality.

Bison's Wind Bracing

Bison uses sturdy diagonal bracing consisting of heavy steel cables or steel rods. The diagonal bracing forms an "X" configuration in the brace bay and is attached to the webs of the columns and rafter beams. When diagonal bracing cannot be used because of door openings, heavy portal braces are used that are made of welded H-beams. These bracing methods transfer all the wind force into the building structure, which means there is no stress on the screws that attach the panels to the girts and purlins. These braces stop the building from swaying in any direction from strong winds and prevent the building from collapsing.



Competition's Wind Bracing

Many competitors use diaphragm bracing (panel shear). The sheeting on the side is supposed to act as bracing putting the entire wind load on the screws that attach the roof and wall panels to the building structure. This stress will eventually cause the screw holes in the panels to become enlarged resulting in leakage. Future door openings cannot be placed on the sides of the building as all the diaphragm action would be lost and the building could collapse. The wall sheeting does not transfer the wind force to the building structure and strong winds could cause the building to sway and/or collapse.



Bison's Painted Sidewall Panels

The paint on Bison's sidewall panels has a 35-year warranty against chipping, cracking, peeling or blistering. It is a siliconized polyester coating.

A substrate galvanized coating beneath the paint provides further protection against rusting.

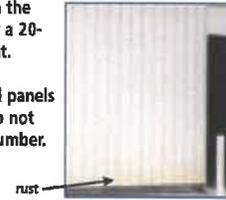
The painted sidewall panels are wind rated to meet Florida code. The Florida approval number is FL-3985-R2.



Competition's Painted Sidewall Panels

Some companies only offer a 10-year paint warranty on the sidewall panels. Few offer a 20-year warranty on the paint.

Some companies' sidewall panels are not wind rated and do not have a Florida approval number.



Bison's Fasteners

All of the sidewall panels utilize screws that come assembled with neoprene washers. The washers eliminate the potential for rust by preventing damage to the sheeting, such as cracking paint, due to over-tightened screws. These washers also prevent the screws from widening the holes causing leaks.

The stainless steel screws are 18 parts chrome and 8 parts nickel and have painted heads that match the color of the sheeting. They will not rust, tarnish, turn dark gray or black.



Competition's Fasteners

The screws for the sidewall panels do not come with washers to prevent over-tightening. Over-tightening causes holes to widen and paint to crack and chip creating a source for leaks and corrosion.

A long-life alloy screw may be provided and can prevent rust, but will oxidize and turn dark gray or black making the building unattractive.

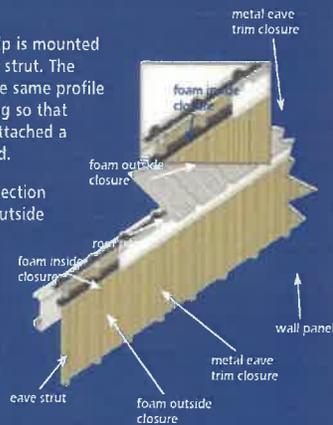


Bison's Foam Closures and Eave Trim

A foam closure strip is mounted on top of the eave strut. The inside closure is the same profile as the roof sheeting so that when the roof is attached a tight seal is created.

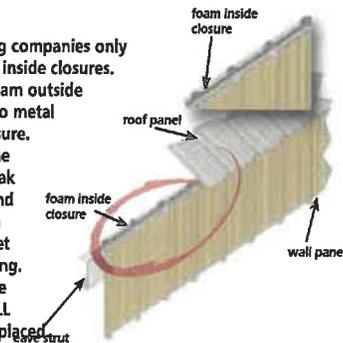
For additional protection against leaks, an outside foam closure is attached to the outside wall panel. To secure the entire assembly a metal eave trim closure is placed over the outside foam closure.

The top of the metal eave closure has the same configuration as the roof sheeting, therefore, when the metal eave closure meets the roof it creates a tight seal preventing leaks.



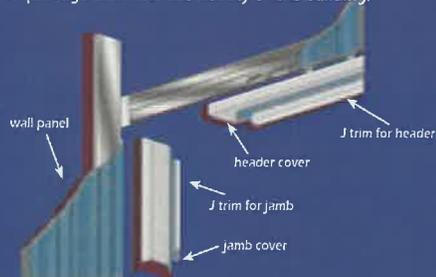
Competition's Foam Closures

Other building companies only use top foam inside closures. There is no foam outside closure and no metal eave trim closure. This causes the building to leak at the eave and the insulation to become wet causing sagging. Ultimately, the insulation WILL need to be replaced.



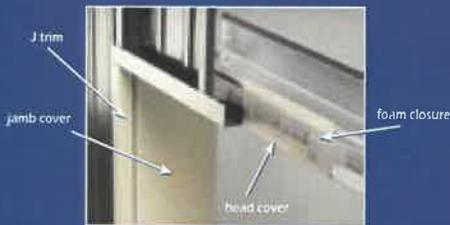
Bison's J Trim

Bison not only supplies J trim to cover the cut edges of the wall panels around the door openings, but also includes jamb covers for the galvanized jambs and a header cover for the galvanized header. This complete trim package enhances the beauty of the building.



**header and jamb cover
supplied at NO CHARGE**

A foam closure is placed inside the header J trim to prevent leaks from the top of the door opening.



**foam closure supplied
at NO CHARGE**

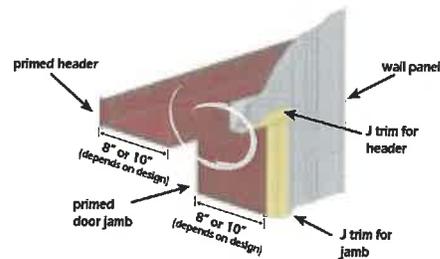
Bison's Base Trim Package

The heavy 16-gauge galvanized base angle is attached to the top outer edge of the foundation. The wall panels are cut 1" longer than the building height so they will extend 1" below the top of the foundation. This creates a straight finish seat for the bottom of the wall panels. This completely seals the bottom of the building against all leaks. The trim on the bottom matches the trim on the building creating a beautiful structure and also closes off the bottom of the corrugation of the wall panel. The base trim is included at no additional cost.



Competition's J Trim

Other companies supply the J trim for the side and top of the cut-away opening, but do not include the header or jamb covers. The jambs and the header are not galvanized and have only an oxide primer, which will rust detracting from the appearance of the building.



**header or jamb cover
NOT SUPPLIED**

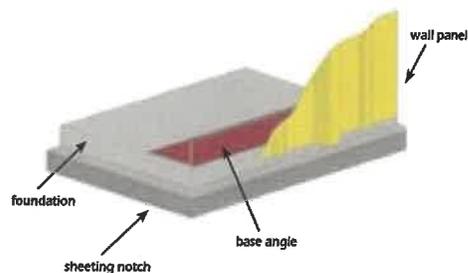
There is no foam closure inside the J trim at the top of the opening beside the header. This encourages leaks at the top of the header.



**foam closure
NOT SUPPLIED**

Competition's Base Trim

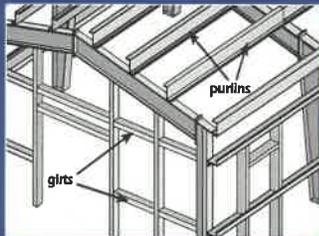
Other companies do not use a galvanized base angle, but only a base angle painted with a red oxide primer, which will corrode and rust. The base angle in many cases is only 20-gauge which is approximately 32% lighter than 16-gauge and will bend and warp during construction. The base trim is offered as an option at an additional cost.



Bison vs Pole Barns

Bison's Steel Girts and Purlins

Bison's steel girts and purlins have a zinc galvanized coating, applied at the mill, to protect against rust. Their girts will not rust, warp or bend and they are not subject to termites. Since Bison buildings are made of steel, they are also not subject to fire hazards and can result in 35-40% insurance savings.



Pole Barns Wooden Girts and Purlins

Pole barns have wooden girts and purlins, which will bow and warp. This causes the screws in the sheeting to loosen and the holes to widen creating leaks. Since the girts and purlins are made of wood, they are subject to fire hazards and termite infestation resulting in 35-40% higher insurance costs.

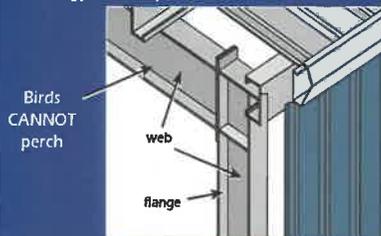


Bison's Rigid Frame Design

The web of the rafter beams and columns is a solid steel plate design and the flanges on the sides of the web are made of solid steel bar stock. The frames are manufactured in an "H" configuration using automated continuous welding equipment. Bison uses a minimum of 1/4" flange thickness. This stops the beam from bowing or the flange from becoming wavy. An attractive gray oxide primer is applied to the frames.

Bison's construction is not subject to fire hazards or termite infestation. Due to the fact that Bison buildings do not have a cord tying the rafters together as in a pole barn design, birds are unable to roost in the building. Not only does the rigid frame design eliminate the opportunity for birds to defecate and damage machinery stored in the building, but it also minimizes the prospect of the spread of avian influenza to other animals within the structure through those droppings.

Bison's building design also eliminates the need for a high pitched roof to shed snow and affords you 100% usable space. Lower pitched roofs equate to higher energy efficiency as there is less area to heat.



Pole Barns Truss Design

Since a pole barn's trusses and rafters are made of wood they are subject to fire hazards generating higher insurance rates, which can be 35-40% higher than that of a building with a rigid frame design. The wooden construction of a pole barn is also subject to termite infestation.

The rafters in pole barns have a cord at the bottom which goes from one end of the frame to the other end. This allows birds to perch and defecate on machinery causing deterioration of the equipment. Due to the bird droppings, there is tremendous opportunity for avian influenza to spread to other animals housed in riding arenas, poultry barns, cattle shelters or pig barns constructed in the pole barn design.

In addition, this cord also prevents utilization of the area above it, resulting in loss of 20 - 25% of functional space in the building. The dead space also contributes up to a 20-25% increase in heating expense. The end result is low energy efficiency and loss of usable space.



Bison's Painted Sidewall Panels

The paint on Bison's sidewall panels has a 35-year warranty against chipping, cracking, peeling or blistering. It is a siliconized polyester coating.

A substrate galvanized coating beneath the paint provides further protection against rusting.

The painted sidewall panels are wind rated to meet Florida code. The Florida approval number is FL-3985-R2.



Pole Barn Painted Sidewall Panels

Some companies only offer a 10-year paint warranty on the sidewall panels. Few offer a 20-year warranty on the paint.

Some companies' sidewall panels are not wind rated and do not have a Florida approval number.



Bison's PBR Roof System (Purlin Bearing Rib)

Bison's PBR roof system provides a full overlap preventing water from leaking into the building during storms when strong winds force rain against the overlap. Where the sheeting overlaps, the panel runs all the way to the bottom of the corrugation and along the bottom like a reversed "L." The top PBR panel resembles a "Z" and overlaps the bottom panel providing additional strength as well as protection against leakage.



Pole Barn "R" Panel Roof System

Some of Bison's competitors use an "R" panel roof system. The overlap only extends 1/3 of the way into the corrugation of the connecting sheet and is not sufficient to give strength to the joint.

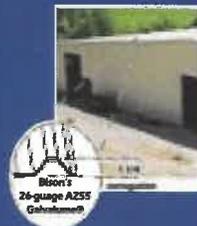
Water can build up in the corrugation where the panels overlap. Strong winds can push this built up water through the overlaps and into the building causing tremendous leaks.



Bison's Roof Panels

Bison's roof panels are made of 26-gauge steel with a yield of 80,000 PSI and a huge corrugation depth of 1 1/4". The strength of the steel together with the high PSI yield and deep corrugation create tremendous protection against strong winds and heavy snow loads.

The roof panels are wind rated to meet Florida code. The Florida approval number is FL-3722-R1.



Pole Barn Roof Panels

The thickness of the steel panels on the sidewalls and roof of some competitors' buildings is 29-gauge steel. These buildings are not as strong and are less durable since the steel is 32% lighter than the 26-gauge steel utilized by Bison. The competition's corrugation is 5/8" in depth, half the depth of Bison's 1 1/4" corrugation. Therefore, the Bison steel panel has twice the strength.

Some companies are not wind rated and do not have a Florida approval number.



Bison's Roof Mastic (sealant)

Bison uses a mastic tape as a sealant on its panels. The overlaps have a 1" wide flat mastic strip and the end panels have a 1" wide double bead sealant strip that create a watertight seal.

During drilling, the large 1" width enables the roof fasteners not to miss the mastic. Fasteners can easily perforate the sealant creating the necessary seal.



Pole Barn Roof Mastic

The mastic used on the competition's roof panels is only 3/8" or 1/2" in width and cannot ensure a watertight seal. Strong winds can force rain against the panels and through the overlap into the building.

Fasteners have a greater risk of missing the narrower mastic thus failing to create the necessary watertight seal with the screw.



Bison's Fasteners

All of the roof and sidewall panels utilize screws that come assembled with neoprene washers. The washers eliminate the potential for rust by preventing damage to the sheeting, such as cracking paint, due to over-tightened screws. These washers also prevent the screws from widening the holes causing leaks.

The stainless steel screws are 18 parts chrome and 8 parts nickel and have painted heads that match the color of the sheeting. They will not rust, tarnish, turn dark gray or black.



Pole Barn Fasteners

The screws for the sidewall panels do not come with washers to prevent over-tightening. Over-tightening causes holes to widen and paint to crack and chip creating a source for leaks and corrosion.

A long-life alloy screw may be provided and can prevent rust, but will oxidize and turn dark gray or black making the building unattractive.



Bison's Roof Coating (AZ55 Galvalume®)

Bison's roof coating is AZ55 Galvalume®. The coating requires no maintenance or painting and it retains its original luster. It is comprised of 55% aluminum, 44% zinc and 1% silicone. The greater aluminum content creates a higher resistance to rust.

There is a 25-year perforation warranty backed by the steel mills. If a hole rusts through a panel, the steel mill will replace the panel.



Pole Barn Roof Coating

Some companies use an AZ50 coating on their roof panels with only 50% aluminum content. They offer a 20-year perforation warranty if a hole rusts through the panel, five years less than the warranty offered by Bison.

Some other companies use a zinc-galvanized coating, which contains no aluminum. Roof panels with this coating will rust and corrode causing holes to form and leaks to develop.



Bison vs Web Truss

Bison's Painted Sidewall Panels

The paint on Bison's sidewall panels has a 35-year warranty against chipping, cracking, peeling or blistering. It is a siliconized polyester coating.

The substrate galvanized coating beneath the paint provides further protection against rusting.

The painted sidewall panels are wind rated to meet Florida code. The Florida number is FL-3985-R2



Web Truss Paint

Some companies offer only a 10-year paint warranty on the sidewall panels. Few offer a 20-year warranty on the paint.

Some companies' sidewall panels are not wind rated and do not have a Florida approval number.



Bison's PBR Roof System (Purlin Bearing Rib)

Bison's PBR roof system provides a full overlap, preventing water from leaking into the building during storms when strong winds force rain against the overlap. Where the sheeting overlaps, the panel runs all the way to the bottom of the corrugation and along the bottom like a reversed "L." The top PBR panel resembles a "Z" and overlaps the bottom panel providing additional strength as well as protection against leakage.



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Bison's Roof Panels

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The roof panels are wind rated to meet Florida code. The Florida approval number is FL-3722-R1.



Web Truss Roof Panels

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During drilling, the large 1" width enables the roof fasteners not to miss the mastic. Fasteners can easily perforate the sealant creating the necessary seal.



Web Truss Roof Mastic

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Web Truss Roof Coating

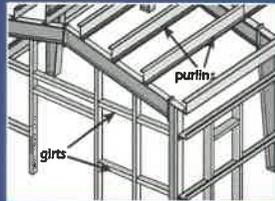
Some companies use an AZ50 coating on their roof panels with only 50% aluminum content. They offer a 20-year perforation warranty if a hole rusts through the panel, five years less than the warranty offered by Bison.

Some other companies use a zinc-galvanized coating, which contains no aluminum. Roof panels with this coating will rust and corrode causing holes to form and leaks to develop.



Bison's Steel Girts and Purlins

Bison's steel girts and purlins have a zinc galvanized coating, which is applied at the mill to protect against rust. Their girts will not rust, warp or bend and they are not subject to termites. Since Bison buildings are made of steel, they are not subject to fire hazards which can result in a 35-40% insurance savings.



Bison's Rigid Frame Design

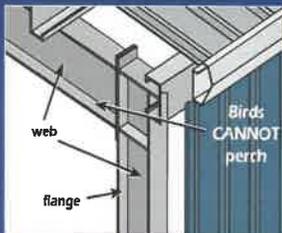
The web of the rafter beams and columns is a solid steel plate design and the flanges on the sides of the web are made of solid steel bar stock.

The frames are manufactured in an "H" configuration using automated continuous welding equipment. Bison uses a minimum of 1/4" flange thickness. This stops the beam from bowing or the flange from becoming wavy. An attractive gray oxide primer is applied to the frames.

Bison's construction is not subject to fire hazards and will not burn resulting in a 35-40% savings on insurance costs.

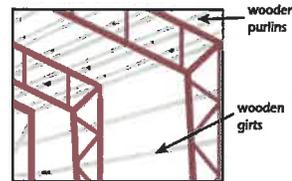
Bison's building design also eliminates the need for a high pitched roof to shed snow and affords you 100% usable space. Lower pitched roofs equate to higher energy efficiency as there is less area to heat.

Due to the fact that Bison buildings do not have an open web design, birds are unable to roost in the building. Not only does the rigid frame design eliminate the opportunity for birds to defecate and damage machinery stored in the building, but it also minimizes the prospect of the spread of avian influenza to other animals within the structure through



Web Truss Wooden Girts and Purlins

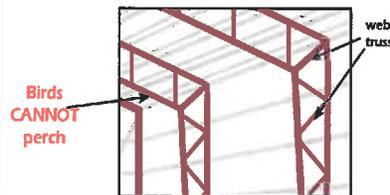
Web Truss designs have wooden girts and purlins, which will bow and warp. This causes the screws in the sheeting to loosen and the holes to widen creating leaks. Since the girts and purlins are made of wood, they are subject to fire hazards and termite infestation resulting in 35-40% higher insurance costs.



Open Web Truss Frame Design

A web frame design does not have a solid plate web. It is made of angle iron in a lattice or web form. Should a fire occur, it will not withstand high temperatures and will collapse. The web design uses a 4/12 pitch, since it is not strong enough to carry snow loads. The higher pitch enables the building to shed the snow, at the same time creating space that cannot be utilized. For example: an 80' wide building with a 4/12 pitch, 20' to the eave is 33'4" in the center. While a rigid frame design with a 1/12 pitch and an eave length of 20' is 23'4" in the center. The higher pitch creates dead space that is of no value, in fact it generates energy costs that are 20-25% higher than a building with a lower pitch.

The open web framework encourages birds to perch and defecate on machinery causing deterioration of the equipment. Due to the bird droppings, there is tremendous opportunity for avian influenza to spread to other animals housed in riding arenas, poultry barns, cattle shelters or pig barns constructed in the open web truss design.

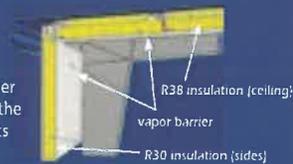


Bison's High Energy Savings Insulation System

The Bison High Energy Savings Insulation System uses 12" of insulation on the roof, R38, and 9" of insulation, R30, on the sides. Ten inches of insulation is placed between the 10" high purlin and an additional 2" of insulation is placed on top of the purlins. The total of 12" of insulation gives the R38 value. This system increases energy efficiency by over 60% and includes a vapor barrier, which is installed under the purlins and over the girts. The barrier is held in place by strapping and provides an attractive finish giving the appearance of a false ceiling on the roof and finished walls on the sides. The vapor barrier prevents condensation and sagging since the insulation is sandwiched securely between the vapor barrier and the sheathing.

EASY INSTALLATION

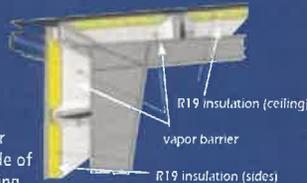
1. Install the vapor barrier under the purlins on the roof and over the girts inside the building.
2. Place the insulation between the purlins on the roof and between the girts on the sides of the building.
3. Screw the wall sheathing into the girts and the roof sheathing into the purlins.



Bison Basic Insulation System (Standard Vinyl Backed)

The Bison Basic Insulation System (standard vinyl backed) uses 6" of insulation on the roof and sides, R19. Three or 4" of insulation can be used on the roof and on the sides, but this equates to a lower R value rating. A vapor barrier is bonded to the fiberglass.

When installing the insulation on the roof, you place the insulation with the vapor barrier on the purlins. The vapor barrier faces the inside of the building prohibiting any moisture, from the roof, penetrating the insulation. When installing the insulation on the sides, the vapor barrier is placed on the girts facing the inside of the building preventing moisture from penetrating the insulation and ruining it. Again, the vapor barrier prevents the ruinous effects of moisture. The vapor barrier also provides an attractive interior finish.



Web Truss Insulation System

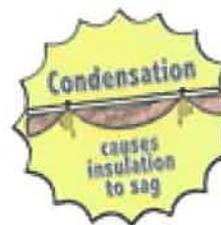
The web truss insulation system uses 6" or 8" of insulation, which is placed between the wooden purlins on the roof and the wooden girts on the sides. The purlins can be 2x8's or 2x6's and the girts 2x6's or 2x4's. To hold the insulation in place, the insulation is stapled to each side of the purlin and each side of the girt. The gap between the staples allows moisture to get into the insulation causing sagging as the insulation is filled with water. This ruins the insulation. Eventually the weight of the water in the insulation causes the staples to loosen and the insulation falls down.

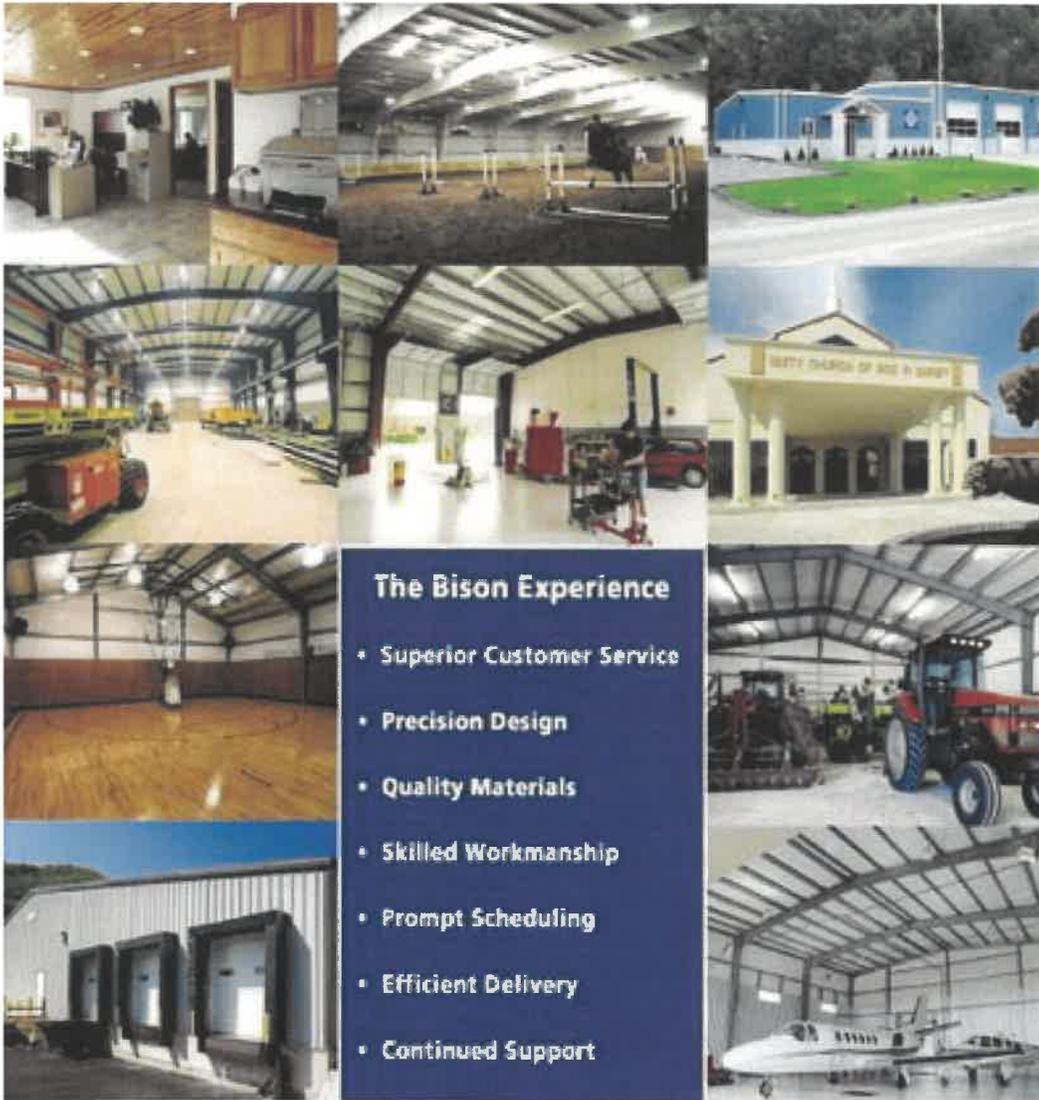
The alternative method of holding the insulation in place on the roof and the sides is to line the inside of the roof and the walls with plywood or sheetrock, which is extremely expensive. The Web Truss insulation system is limited to a maximum of 8" of insulation on the roof since the wooden purlins are 2x8's. Therefore, the 8" insulation provides a maximum R22 rating whereas the Bison Energy System offers a more efficient R38 rating. The R38 yields approximately 60% higher energy efficiency.



Web Truss Insulation System

The web truss insulation system uses 6" or 8" of insulation, which is placed between the wooden purlins on the roof and the wooden girts on the sides. These purlins are 2x8's or 2x6's. To hold the insulation in place, it must be stapled to the wooden purlins and girts on each side. If this method is used, the gap between the staples allows the moisture to get into the insulation filling it with water. This will cause the insulation to sag, the staples will begin to loosen and the insulation will fall down. The alternative method of holding the insulation in place is to line the inside of the roof and the walls with either plywood or sheetrock, which is extremely expensive.





The Bison Experience

- Superior Customer Service
- Precision Design
- Quality Materials
- Skilled Workmanship
- Prompt Scheduling
- Efficient Delivery
- Continued Support

BISON

STEEL BUILDINGS

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(800) 832-4766 or (888) 832-4766

Fax (763) 862-9942 • www.bisonsteel.com

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: January 14, 2020

Re: Request to attend Conference

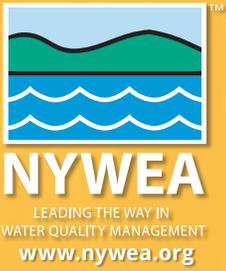
The New York Water Environment Association (NYWEA) conference is at the New York City Marriott Marquis, and runs from Monday February 3 to Wednesday February 5, 2020. The cost for the entire week is \$545.00 and the cost for a single day is \$355.00. (Costs after January 15, 2020). See the attached conference program.

In review of the attached conference brochure a single day at the conference should suffice and recommend the Board consider approving attendance on Tuesday February 4, 2020. Part of the reason to attend this day is that there will be a presentation by the NYSDEC regarding the Asset Management Pilot Program along with other asset management seminars. As the Board may recall this is the three (3) year asset management program which the Engineering Department requested to participate in this pilot program in January of 2016 and was notified in May of 2017 that the Town was selected to participate regarding Carmel Sewer Districts 4, 5,6 and 7.

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



The largest water quality technical conference and exhibition in New York State



92ND ANNUAL MEETING

Creating a Sustainable Operator Workforce



New York City Marriott Marquis
CONFERENCE: February 3–5, 2020

On-line registration: <https://tinyurl.com/AM-Reg92>

CONTACT HOURS PENDING



30 TECHNICAL SESSIONS COVERING TOPICS:

- Collection Systems: Project Implementation
- Emerging Contaminants: PFAS Concerns
- Operators Forum Potpourri • Research and Innovation
- Energy Conservation and Infrastructure Investment
- Stormwater Management & GI Challenges
- Biosolids Resource Recovery • And much more!

PLUS: Mobile Sessions in Exhibit Hall



WATER'S WORTH IT.

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: January 10, 2020

Re: CSD#2 Pressure Regulating Valve

Inframark the operators for Carmel Sewer District #2 (CSD#2), has alerted the Engineering Department (Department) that the pressure reducing valve for the microfiltration units needs to be replaced.

This unit regulates the air pressure to a specific range that safe and efficient for all of the components such as air actuators and the backwash sequencing. Life expectancy is generally 8-10 years depending on the environment that they are in. The damaged one is approximately 12 years old and is from the original installation.

Inframark has indicated that this replacement equipment is sole source and has obtained the attached quote from the manufacturer. The total cost to replace this unit is \$5,892.75. This Department requests that the Town Board authorize the purchase of this part.

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

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



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

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

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

Date of Request: 12-26-19

Item requested: Cashco Inc. Pressure Regulating Valve

Purpose of item: The valve regulates the supply air to the filters, operates all of the actuators and protects the plant from over pressurizing the system.

Estimated age of equipment to be replaced / repaired: 11 years

Estimated life expectancy of new equipment / repair: 10 years

Labor cost for installation and/or repair: 0

Vendor #1:	Miller Energy Inc.	Cost: \$5,892.75
Vendor #2:	No other quotes available; sole supplier	Cost:
Vendor #3:		Cost:

MILLER ENERGY INC.

3200 South Clinton Ave.
South Plainfield, NJ 07080
TEL: (908) 755-6700
FAX: (908) 755-0312

QUOTATION SQ1020075

PAGE 1

DATE 12/23/2019

Quotation For:

Carmel Wastewater Plant
11 Old Route 6
Carmel, NY 10512

Attn: Arthur Grippo
Phone:

PROJECT REFERENCE

VALIDITY 30 Days

PAYMENT TERMS **Net 30 On Approval**

LEAD TIME 8 WEEKS

SHIPPING TERMS **Ex Works; Shipping Point**

ACCOUNT MANAGER **Alex Kazior**

PREPARED BY **Scott Wickham**

ITEM	QTY	Description	UNIT PRICE	EXTENDED PRICE
1	1	Cashco Inc. Part No. D4B-1PD7-F3310000C MODEL "DA4" PRESSURE LOADED REDUCING VAL (SERIES IV)-PLPRV BODY SIZE 3" STANDARD DIAPHRAGM CONSTRUCTION CAST IRON BODY & LOADING CHAMBER 17-4PH SST PLUG/CAGE/PISTON GUIDE BEARING NEOPRENE DIAPHRAGM, POLYALL SEAT; BUNA-N(NBR) STATIC SEALS, TFE CAP SEAL W/BUNA ENERGIZER DYNAMIC SEAL, GF-TFE WIPER; 250# RF FLANGED END CONNECTION 2-5 PSIG LOWER SPRING; INTERNAL SENSING STD FLOW DIRECTION; NO LOADING OR PILOT DEVICE	\$5,892.75	\$5,892.75

[Product Catalog](#)



Total: \$5,892.75

General Terms:

- 1.) This proposal is subject to Miller Energy Standard Terms and Conditions.
- 2.) Product images are for reference purposes only.

Please address your Order as follows:

Miller Energy Inc.
3200 South Clinton Ave.
South Plainfield, NJ 07080

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: RE: 01-07-20 ~ CSD2 Request
Date: Thursday, January 9, 2020 2:29:23 PM

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

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

From: Franzetti, Richard
Sent: Thursday, January 09, 2020 2:19 PM
To: Esteves, Donna
Subject: RE: 01-07-20 ~ CSD2 Request

Please advise if there are sufficient funds for this purchase

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
Sent: Tuesday, January 7, 2020 12:09 PM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: 01-07-20 ~ CSD2 Request

Rich,

Please see attached request which will need authorization from the Board for purchase.

Thanks,

Donna Esteves

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: January 14, 2020

Re: CSD#2 Comminutor at Mechanic Street Pump Station

Inframark the operators for Carmel Sewer District #2 (CSD#2), has alerted the Engineering Department (Department) that the comminutor (sewage grinder) used at the Mechanic Street pump station in CSD #2 is not functioning.

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

- | | |
|--------------------|-------------|
| 1. GP Jager Inc. | \$18,188.94 |
| 2. Process Systems | \$19,389.88 |

It should be noted that the original unit was approximately 18 years old and the life expectancy of the new equipment is approximately 15 years. Inframark will install the unit at a cost of \$500.00.

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

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

This Department requests that the Town Board authorize the purchase of the comminutor, from GP Jager Inc. at a cost of \$18,688.94, as an emergency installation.

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

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

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

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

Date of Request: 1-13-20

Item requested: Muffin monster for Mechanic St. Pump Station. This is an emergency as the pump station is currently operating without a muffin monster and could possibly have an overflow problem.

Purpose of item: Grinds larger items prior to pumps to help keep pumps from clogging.

Estimated age of equipment to be replaced / repaired: 18 years

Estimated life expectancy of new equipment / repair: 15 years

Labor cost for installation and/or repair: \$ 500.00

Vendor #1:	GP Jager Inc.	Cost: \$18,188.94
Vendor #2:	Process Systems	Cost: \$19,389.88
Vendor #3:	No other quotes available	Cost:

GP JAGER, INC.

PO BOX 50
 BOONTON, NJ 07005
 USA

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

GP Jager Inc.



QUOTATION

Quote Number: 12142-010820

Quote Date: Jan 8, 2020

Page: 1

Lead time: 3-4 WKS ARO**Bill To:**

TOWN OF CARMEL
 60 MCALPIN AVE
 MAHOPAC, NY 10541
 USA

Ship To:

TOWN OF CARMEL
 11 OLD ROUTE 6
 CARMEL, NY 10512
 USA

Customer ID	Good Thru	Payment Terms	Manufacturer
12142	2/7/20	Net 30 Days	JWC

Qty	Item	Description	Unit Price	Amount	Project #
1.00	30005-0018	30005-0018 MONSTER RENEW 11 TOOTH CAM CUTTERS 1:1 STACK HARDENED ALLOY STL BUNA N ELASTOMERS CORK & RUBBER GASKETS MOTOR TYPE ELECTRIC NEW 3HP TENV XP IMM MOTOR NEW 29:1 REDUCER NEW SPOOL GRINDER SN TBD PAINT EPOXY GREEN			
1.00	EA15-012-005-040	CABLE ASSY, 40FT SOW 12 AWG			
1.00	A34013	SPOOL & COUPLING ASSY ASSEMBLE TO MOTOR PAINT EPOXY GREEN			
1.00	TOTAL	EQUIPMENT TOTAL	17,779.06	17,779.06	
1.00	TARIFF	JWC TARIFF SURCHARGE	409.88	409.88	

SN 103461-1-1

QUOTED BY JANELLE SANZ
 FREIGHT INCLUDED

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

Subtotal	18,188.94
Freight	
TOTAL	18,188.94

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: FW: 1-13-20 -- P.O. Request - Town of Carmel - CSD2 - Muffin Monster
Date: Tuesday, January 14, 2020 11:36:06 AM
Attachments: [Outlook-1512756466.png](#)
[1-13-20 -- P.O. Request - Town of Carmel - CSD2 - Pump Station Muffin Monster.pdf](#)

Rich,

Please see attached request. There are sufficient funds in the 2020 operating budget for this expense.

Thanks,

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

From: Harris, Carrie [mailto:Carrie.Harris@inframark.com]
Sent: Monday, January 13, 2020 2:22 PM
To: Esteves, Donna
Cc: Brann, Thomas; Grippo, Arthur
Subject: 1-13-20 -- P.O. Request - Town of Carmel - CSD2 - Muffin Monster

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

Hi Donna,

Please find attached a P.O. Request for CSD 2 for a muffin monster for Mechanic St. Pump Station. This is an emergency as the pump station is currently operating without a muffin monster and could possibly have an overflow problem. Please advise when we are able to place the order.

Thank you very much!

Carrie Harris | Administrative Assistant



2 Renwick Street | Newburgh, NY 12550

(O) 845-565-6182 | (M) 845-670-2909 | www.inframark.com

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: January 15, 2020

Re: R 2019-001 CSD 2 Sand Filter Roof - Request to go out for Bid

As the Board is aware the Engineering Department solicited proposals from qualified Engineering to provide structural investigations, engineering reports for financing, bid documents and specifications and construction administration for replacement of the Carmel Sewer District 2 sand filter roof.

The Board has authorized Delaware Engineering to prepare plans and specification necessary to go out to Bid for this work.

At this time, the Engineering Department requests authorization to let the project for public bid upon completion of the plans and specifications.

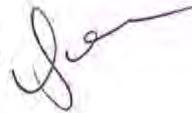
TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone*



TO: SUPERVISOR KENNETH SCHMITT & TOWN BOARD

DATE: JANUARY 14, 2020

RE: REQUEST TO PURCHASE SANDER

I am requesting authorization to purchase from Hudson River Truck & Trailer, vendor #1889:

Tornado Sander W78006-1 2.5 cy Poly-Sander \$5,895.00

Per attached quotes.

cc Comptroller MaryAnn Maxwell

Town of Carmel Highway Department

QUOTES

Procurement Policy for Purchases:

\$1,000.00 - \$4,999.00 -- 3 Verbal Estimates

\$5,000.00 - \$9,999.00 -- 3 Written Estimates

\$>\$4,999.00 -- 3 Written Quotes AND Town Board Resolution

DATE: January 14, 2020

PRODUCT: 2.5/3 Yard Poly Sander

	<u>VENDORS CONTACTED</u>	<u>COST</u>
1. Vendor:	<u>Hudson River Truck & Trailer</u>	<u>\$ 5,895.00</u>
Phone:	<u>845.454.7669</u>	
Address:	<u>12 Commerce St Ext.</u>	
	<u>Poughkeepsie, NY 12603</u>	
2. Vendor:	<u>Burquip Equipment</u>	<u>\$ 6,295.00</u>
Phone:	<u>914.241.0950</u>	
Address:	<u>PO Box 769</u>	
	<u>Bedford Hills, NY 10507</u>	
3. Vendor:	<u>Trailer King</u>	<u>\$ 10,873.91</u>
Phone:	<u>845.454.7500</u>	
Address:	<u>18 Manchester Circle</u>	
	<u>Poughkeepsie, NY 12603</u>	

RESEARCH BY: Shawn Spock

HUDSON RIVER TRUCK & TRAILER
12 COMMERCE STREET EXT.
POUGHKEEPSIE, NY 12603
www.hudsonrivertruck.com



Sales Order

Sales Order
WB132124

Sales Order Date
Dec 17, 2019

Like
 Please Like us on facebook.

Page:
1

THIS IS NOT AN INVOICE

Sold To:

Carmel Highway Dept.
Town of Carmel, Town Hall
60 McAlpin Avenue
Mahopac, NY 10541

Phone: **845-628-7474**

Fax: **845-628-1471**

Cell: **845-628-7499 Sean**

Ship To:

MARCH/SEPTEMBER HOURS: MON thru FRI 8-5 / FRIDAY 8-4
 OCTOBER/FEBRUARY HOURS: Monday thru Friday 8-5 SATURDAY 8-12.

Deposits, Special Orders, and Electrical Parts are Non-Refundable. No returns after 30 days. 25% re-stocking fee. Deposit will be given a receipt number on sales order.

Customer ID	PO Number	Sales Rep Name
CAR1500	14000549-01 *VOUCHER	WALTER BARTON
Customer Contact	Customer Resale Number	Payment Terms
628-1471 A. Fax#	EX-158985	C.O.D.

Quantity	Item	Description	Unit Price	Extension
1.00	W78006-1	W78006-1 TORNADO - 2.5 CU YD	5,895.00	5,895.00
1.00	CCW	IMPORTANT: MANUFACTURER/DISTRIBUTOR ASSUMES NO LIABILITY FOR ANY DAMAGE TO YOUR SNOWPLOW OR SANDER DUE TO IMPROPER INSTALLATION>> WARRANTY WILL BE VOID		
1.00		SANDER SER# 19072230009178003-1		

LABOR RATE \$130.00/hr with a minimum of \$75.00 TERMS CASH: UNLESS ARRANGEMENTS MADE
 I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you necessary parts and other material for such repair, and agree: that you not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you should not be responsible for loss or damage to the above vehicle, or articles left therein, in case of fire, theft or other cause beyond your control; that an express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle.

Subtotal 5,895.00

Sales Tax

TOTAL DUE 5,895.00

Thank you for your order!

NYS Drivers License required with check.

Date: _____
 Accepted Signature: _____

Print Name: _____

Estimate 297732 TRAILER KING ROUTE 55 / 18 MANCHESTER CIRCLE DATE 12-02-2019 POUGHKEEPSIE, NY 12603 845-454-7500 FAX#845-485-6753

LNAME:TOWN OF CARMEL TAG: FNAME:JOE MUNCH HPHONE:845-628-1500 YR: MAKE: ADRES:55 MCALPINE AVENUE WPHONE:845-628-1471 MODEL: CY/ST:MAHOPAC, NY ZIP:10541 MILEAGE: TECH: MANAGER: PO NUMBER: MOTOR: NOTES:60CA F450 MANUF: VIN:

Table with 6 columns: PART#, DESCRIPTION, QTY, PRICE, DISC, TOTAL. Rows include items like SEAN @ 845 628 7474, BOSS SANDER 9FT 3 YRD AUGER W CONTROL, LABOR PER 1/2 HR, NUTS/BOLTS/WIRE/CONNECTORS, MUNI DISCOUNT BOSS, etc.

ESTIMATEESTIMATE***ESTIMATE***ESTIMATE***ESTIMATE***ESTIMATE***

**Prices quoted are an approximate charge for work to be done. Any additional labor beyond the scope of this estimate will be additionally charged at our labor rate of \$65 per half hr. plus parts and material needed to complete work. **Deposits & shipping charges for special orders are non refundable. Approved returns are subject to a 35% restocking fee. ** I HAVE READ THIS AND AGREE TO THE TERMS OF THIS ESTIMATE.

Signature X _____ Deposits are non refundable - Special orders cannot be returned.

TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541
MICHAEL SIMONE
Superintendent of Highways
845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone* 

TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: JANUARY 14, 2020

RE: CAPITAL PROJECTS – DIESEL SYSTEM UPGRADES:
INSPECTION/RECERTIFICATION OF USED DIESEL TANK

Per NYS DEC requirements, in order for the 4,000 gallon fuel-tank to be utilized at Old Route 6, the tank must be recertified.

Therefore, I request authorization to pay APPECCO, a total of \$6,187.00
– see attached.

Furthermore, this additional expense is within the budgeted amount for the project.

cc Comptroller
Chrono Book
Highway Request File
Purchasing File



January 7, 2020

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

**Subject: STI001 Inspection
Town of Carmel Highway Facility
Old Route 6
Carmel, New York 10512
PBS # 3-601058**

Dear Mr. Franzetti,

American Petroleum Equipment and Construction Company, Inc. (American Petroleum) is pleased to provide this estimate for a site visit to perform a Steel Tank Institute (STI) STI-001 inspection of a 4,000 gallon steel aboveground storage tank (AST) at the Town of Carmel Highway Department Facility located in Carmel, New York.

STI-001 Inspection

An STI-001 inspection will be performed. STI SP001 meets the intent of 40 CFR 112.8(c)(6) which states, "Test or inspect each aboveground container for integrity on a regular schedule and whenever you make material repairs. You must determine, in accordance with industry standards, the appropriate qualifications for personnel performing tests and inspections, the frequency and type of testing and inspections, which take into account container size, configuration, and design (such as containers that are: shop-built, field-erected, skid-mounted, elevated, equipped with a liner, double-walled, or partially buried). Examples of these integrity tests include, but are not limited to: visual inspection, hydrostatic testing, radiographic testing, ultrasonic testing, acoustic emissions testing, or other systems of non-destructive testing. You must keep comparison records and you must also inspect the container's supports and foundations. In addition, you must frequently inspect the outside of the container for signs of deterioration, discharges, or accumulation of oil inside diked areas. Records of inspections and tests kept under usual and customary business practices satisfy the recordkeeping requirements of this paragraph."

Site Visit and Inspection (STI Inspector): \$3,387.00*
***Tax is not included**

Manufacturer's Representative Visit and Re-Certification

Upon completion of the STI-001 Inspection, the manufacturer who will be present during the inspection, will prepare documentation that states that "as the manufacturer, we certify that the aboveground storage tank meets the requirements of a Category 3 AST as set forth in 6 NYCRR Part 613".

63 Orange Avenue, Walden, NY 12586 Tel (845) 778-5110
64 Barnabas Road, Newtown, CT 06470 Tel (860) 210-1427 Fax (845) 778-4110 www.apecco.biz

Construction · Environmental · Service · Electrical · C-Store Renovations · Generator Fuel Systems





Site Visit and Inspection (Tank Manufacturer):
*Tax is not included

\$2,800.00*

Total Price:

\$6,187.00*

*Tax is not included

In the meantime, if you have questions or require additional information, please call me directly at (845) 778-5110. We greatly appreciate the opportunity to assist the Town of Carmel in this matter.

Thank you.

Sincerely,
American Petroleum Equipment and Construction Company

Michael B. Carr, PG, CPG
Senior Geologist
Compliance and Environmental Regional Manager

63 Orange Avenue, Walden, NY 12586 Tel (845) 778-5110
64 Barnabas Road, Newtown, CT 06470 Tel (860) 210-1427 Fax (845) 778-4110 www.apecco.biz

Construction · Environmental · Service · Electrical · C-Store Renovations · Generator Fuel Systems



TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone* 

TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: JANUARY 15, 2020

RE: REQUEST TO CONTINUE ANNUAL WEATHER SERVICE PLAN

I request authorization to continue our annual weather service plan with DTN, LLC, vendor #3941 @ \$774 per quarter or an annual cost of \$3,090.00

cc Comptroller MaryAnn Maxwell

Account Status

New Invoice	Due Date	Balance	Total
5668616	03-Jan-2020	\$ 774.00	\$ 774.00
TOTAL DUE			\$ 774.00

New Charges**Detailed Charges**

Customer: TOWN OF CARMEL HWY DEPT, MAHOPAC, NY

Account Number: 0551465 UserID: CRMLHWY

Email: CRMLHWY@BESTWEB.NET

Service Period

01/08/20-04/07/20	WxSentry Transp Online-Pro	\$ 774.00
SUBTOTAL		\$ 774.00

Total New Charges	\$ 774.00
--------------------------	------------------

Subject to DTN Terms and Conditions

Customer's acceptance and activation of the DTN goods or services constitutes express acceptance of the Terms and Conditions, a copy of which was provided to Customer upon inception of the service. Any other terms and conditions presented by the Customer, contrary to those provided DTN, do not apply. Canceling service will result in the billing for the duration of the then-current term under the DTN Subscription Agreement.

Services Provided By:

DTN, LLC
Omaha, NE 68114-3334
Tax ID (EIN) - 20-5551424
GST: 83187 6255 RT0001

PST

QC: 1216123332
SK: 2446102
MB: 087446-1
BC: PST-1000-7804

Payment Information

If payment is not received by the due date, late fees and/or collection charges may be assessed. Customer understands that DTN may reduce or disconnect services offered to Customer for non-payment of any charges due. Customer agrees that DTN may charge a reconnection fee in the event that service is disconnected for nonpayment. A \$25.00 USD fee will be assessed for all returned checks. For your convenience, DTN accepts the following credit cards: Master Card, VISA, Discover, and American Express.

TI191213.001-90-00000667

Electronic Payment Information:

Must reference DTN Account No. and Invoice No.

Banking Details: Remit in USD

DTN, LLC

Account No.: 464642771

(ACH) - ABA (Routing)#: 071000013

(Wire) - ABA (Routing)#: 021000021

SWIFT ID: CHASUS33

Bank Address:

(ACH) - JPMorgan Chase, Chicago, IL

(Wire) - JPMorgan Chase, New York, NY

10 Years of Excellence!

For the 10th straight year, we have topped our competitors as the most accurate provider of precipitation and short-term temperature forecasts.

The study was done by ForecastWatch.com: the independent, leading analyst of forecast predictions and actual outcomes within the weather industry.

When your business relies on accurate weather information, you can trust that you are receiving the best possible information from us.

TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone* 

TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: JANUARY 14, 2020

RE: EMERGENCY PURCHASE REQUEST

I am requesting immediate authorization of purchase as follows:

VENDOR	Ben Funk, Inc	# 0485
AMOUNT	\$ 10,296.22	
PURCHASE	Kenworth Parts	
REASON FOR PURCHASE	Headgasket Job – Truck #28, 2013 K’worth T370, 4X4, 6-Wheel Dump	

SEE ATTACHED – 3 written quotes

This vehicle is un-assembled and on a lift in the garage: therefore, these parts are needed ASAP

Town of Carmel Highway Department

QUOTES

Procurement Policy for Purchases:

\$1,000.00 - \$4,999.00 -- 3 Verbal Estimates

\$5,000.00 - \$9,999.00 -- 3 Written Estimates

\$>\$4,999.00 -- 3 Written Quotes AND Town Board Resolution

DATE: January 14, 2020

PRODUCT: Headgasket Parts - 2013 Kenworth T370

	<u>VENDORS CONTACTED</u>	<u>COST</u>
1. Vendor:	<u>Ben Funk, Inc</u>	<u>\$ 10,296.22</u>
Phone:	<u>518.851.3581</u>	
Address:	<u>3609 Route 9</u>	
	<u>Hudson, NY 12534</u>	
2. Vendor:	<u>Arkel Motors</u>	<u>\$ 10,701.82</u>
Phone:	<u>845.562.0891</u>	
Address:	<u>70 Windsor Highway</u>	
	<u>New Windsor, NY 12533</u>	
3. Vendor:	<u>Gabrielli Truck Sales</u>	<u>\$ 10,873.91</u>
Phone:	<u>718.994.0380</u>	
Address:	<u>3333 Conner St</u>	
	<u>Bronx, NY 10475</u>	

RESEARCH BY: Shawn Spock

*** Parts price quote for Customer #365 ***

BEN FUNK, INC.

3609 ROUTE 9
HUDSON, NY 12534

Quoted To:

TOWN OF CARMEL HWY DEPT.
ATTN: SHAWN
60 MCALPIN AVENUE
MAHOPAC NY 10541

Phone
Home: 845 628-7499
Work: 845 628-1471 Fax

Quote #: **QUOTE**
PO #:
Customer #: **365**
Date: **01/09/20**
Initials: **JH**

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
5347975RX	HEAD	CUMMINS	4,762.08	1.00 @ \$3,642.40 EA	05	\$ 3,642.40
5347975RX	(CORE CHARGE)			1.00 @ \$345.00	05	\$ 345.00
4352559RX	KIT,ICP	NEW	4,679.03	1.00 @ \$3,749.36 EA	05	\$ 3,749.36
4352559RX	(CORE CHARGE)			1.00 @ \$805.00	05	\$ 805.00
5473339	KIT,UPP	CUMMINS	293.59	1.00 @ \$235.66 EA	05	\$ 235.66
3900631	SCREW,H	CUM	2.15	4.00 @ \$1.73 EA	05	\$ 6.92
4034287	KIT,VG ✓	NEW	1,484.26	1.00 @ \$1,191.41 EA	05	\$ 1,191.41
4307378	ACCUMUL ✓	cummins	1,191.17	1.00 @ \$956.15 EA	05	\$ 956.15
4984382	WASHER,	CUM BIN	8.61	2.00 @ \$6.91 EA	05	\$ 13.82
4980581	TUBE,IN	CUMMINS	88.26	1.00 @ \$70.85 EA	05	\$ 70.85
4938196	TUBE,IN	CUMMINS	82.44	1.00 @ \$66.17 EA	05	\$ 66.17
4937931	TUBE,IN	CUMMINS	93.15	1.00 @ \$74.77 EA	05	\$ 74.77
4937932	TUBE,IN	CUMMINS	92.36	1.00 @ \$74.13 EA	05	\$ 74.13
5266056	TUBE,IN	CUMMINS	92.16	1.00 @ \$73.98 EA	05	\$ 73.98
4937935	TUBE,IN	CUMMINS	87.76	1.00 @ \$70.45 EA	05	\$ 70.45
4937934	TUBE	CUMMINS	91.14	1.00 @ \$70.15 EA	05	\$ 70.15

Subtotal \$ 11,446.22
Sales Tax \$ 0.00
Total \$ 11,446.22

Alto Shawn

3999 99

a pound sign preceding a part number indicates the part is a non-stock

* an asterisk next to the tax code indicates tax was calculated on the item



ARKEL MOTORS

70 WINDSOR HWY, NEW WINDSOR, NY 12553
PHONE: (845) 562-0532 · FAX: 562-3845
parts@arkelmotors.com



SERVICE
(845) 562-0850
REPAIR SHOP # R-2360012

PARTS
(845) 562-0891
(845) 562-0895

SALES
(845) 562-0532
(845) 562-0533



NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
15% RESTOCKING CHARGE APPLIED ON ALL MERCHANDISE RETURNED FOR CREDIT OR REFUND.
NO RETURNS AFTER 10 DAYS OR WITHOUT THIS INVOICE.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

DATE ENTERED 13 JAN 20	YOUR ORDER NO.	DATE SHIPPED 13 JAN 20	INVOICE DATE	INVOICE NUMBER Q29898
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QUOTE

ACCOUNT NO. 1017

PAGE 1 OF 1

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TOWN OF CARMEL HIGHWAY
55 MCALPIN AVE
MAHOPAC, NY 10541

S
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T
O

TOWN OF CARMEL HIGHWAY
55 MCALPIN AVE
MAHOPAC, NY 10541

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT		
	666		CHARGE	NEW WINDSOR, NY		
QTY	UNIT	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
4	0	3900631	SCREW, HEX	2.15	1.89	7.56
2	0	4984382	WASHER, SEA	8.61	7.54	15.08
1	0	4980581	TUBE, INJEC	88.26	77.26	77.26
1	0	4936196	TUBE, INJEC	82.44	72.16	72.16
1	0	4937931	TUBE, INJEC	93.15	81.54	81.54
1	0	4937932	TUBE, INJEC	92.36	80.84	80.84
1	0	5266056	TUBE, INJEC	92.16	80.67	80.67
1	0	4937935	TUBE, INJEC	87.76	76.82	76.82
1	0	4937934	TUBE, INJEC	91.14	79.78	79.78
1	0	5473339	KIT, UPPER	293.59	256.99	256.99
1	0	4352559RX	KIT, ICP TU	4679.03	4093.09	4,093.09
1	0	CORE DEPOSIT			805.00	805.00
1	0	5347976-RX	HEAD, CYLIN	3539.45	3438.13	3,438.13
1	0	CORE DEPOSIT			460.00	460.00
**** INVOICE QUOTE - DO NOT PAY ****						
				PARTS	9,624.92	
				SUBLET		
				FREIGHT	0.00	
				SALES TAX	0.00	
				Sub-TOTAL	\$9,624.92	

Thank
You!

We
Appreciate
Your
Business!

C
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R

NOV 01
7:00
7:00

NOON

Total
Quote

10,101,800

Page 1 of 2

TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471

MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone*



TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: JANUARY 14, 2020

RE: EMERGENCY PURCHASE REQUEST – TRUCK #49

I am requesting payment for attached invoices:

VENDOR Ben Funk, Inc # 0485

AMOUNT \$ 18,572.22

PURCHASE Parts for Motor Rebuild

REASON FOR PURCHASE Truck #49 ~ 2006 International 4900, 4X4, 6-Wheel Dump

The engine in this vehicle malfunctioned during the December 16, 2019, 3-day storm. As this plow-truck is required equipment for emergency snow-removal, we could not wait to order parts. Ben Funk was the only vendor with parts readily available.

cc Comptroller MaryAnn Maxwell



INTERNATIONAL TRUCKS
SALES AND
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BEN FUNK, INC.

HUDSON
3609 Rt. 9, Hudson NY 12534
Tel: 518.851.3581
FAX: 518.851.2158
Toll Free: 877.FUNKINC
DMV# 3110008

ONEONTA
9875 State Hwy 23,
Oneonta, NY 13820
Tel: 607.278.5811
FAX: 607.278.6812
Toll Free: 866.4BENFUNK
DMV#7095288



Parts Invoice

Page 1 of 1

Customer Copy

PARTS FOR ALL MAKES
NEW AND USED TRUCKS
SALES AND SERVICE

Sold To:

TOWN OF CARMEL HWY DEPT
ATTN: SHAWN
60 MCALPIN AVENUE
MAHOPAC NY 10541

Invoice #: T514577
PO #:
Customer #: 365
Date: 01/02/20
Initials: JH

CORES MUST BE RETURNED IN ORIGINAL BOX

Previous Ticket: T514604 01/02/20

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
1883605C92	KIT HIGH PRESSURE OIL	bkr52	288.39	1.00 @ \$189.70/EA	05	\$ 189.70
1842236C2	TUBE	W8Q	183.27	1.00 @ \$120.55 EA	05	\$ 120.55
1842544C94	COOLER OIL ASSY	W6E	2,030.96	1.00 @ \$1,335.94/EA	05	\$ 1,335.94
1842380C95	GASKET VC WITH HARNESS	WL1C	572.83	1.00 @ \$376.80 EA	05	\$ 376.80
1842929C1	TUBE EXHAUST BACK PRESSURE	LOFTSH1	70.90	1.00 @ \$46.64 EA	05	\$ 46.64
1850351C1	EXH BACK PRES SEN	089250B	203.82	1.00 @ \$134.07 EA	05	\$ 134.07
3582825C1	PIPE	WL2B	298.94	1.00 @ \$228.00/EA	05	\$ 228.00
FLTEC425VBS	CLAMP	071640B	30.48	1.00 @ \$20.53 EA	05	\$ 20.53
FLTEC35PLA	CLAMP EXH	DISPLAY	9.55	1.00 @ \$6.44/EA	05	\$ 6.44
FLTEC40PLA	CLAMP 4"LAP	display	9.74	1.00 @ \$6.56 EA	05	\$ 6.56
1841760C1	TENSIONER BELT	1216560B	242.75	1.00 @ \$159.67/EA	05	\$ 159.67
1842467C1	BELT	BLT32	57.77	1.00 @ \$26.28 EA	05	\$ 26.28

Subtotal \$ 2,651.18
Sales Tax \$ 0.00
Total \$ 2,651.18

CHARGED TO ACCOUNT \$ 2,651.18

#49 motor Job



a pound sign preceding a part number indicates the part is a non-stock part

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CUSTOMER SIGNATURE



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BEN FUNK, INC.

HUDSON
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DMV# 3110008

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Toll Free: 866.4BENFUNK
DMV#7095288



Parts Invoice

Page 1 of 1

Customer Copy

PARTS FOR ALL MAKES
NEW AND USED TRUCKS
SALES AND SERVICE

Sold To:

TOWN OF CARMEL HWY DEPT.
ATTN: SHAWN
60 MCALPIN AVENUE
MAHOPAC NY 10541

Invoice #: T514604
PO #:
Customer #: 365
Date: 01/02/20
Initials: JH

CORES MUST BE RETURNED IN ORIGINAL BOX

Previous Ticket: T514664 01/02/20

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
1813892C1	LIFTER GUIDE	1224060D	70.25	6.00 @ \$44.91 EA	05	\$ 269.46
1842564C93	OIL PUMP KIT	1214830B	1,124.65	1.00 @ \$739.78 EA	05	\$ 739.78
1842665C93	WATER PUMP	W/DELCO	274.04	1.00 @ \$180.27 EA	05	\$ 180.27

Subtotal \$ 1,189.51
Sales Tax \$ 0.00
Total \$ 1,189.51
CHARGED TO ACCOUNT \$ 1,189.51

42
Motor Job

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Parts Invoice

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PARTS FOR ALL MAKES
NEW AND USED TRUCKS
SALES AND SERVICE

Sold To:

TOWN OF CARMEL HWY DEPT
ATTN: SHAWN
60 MCALPIN AVENUE
MAHOPAC NY 10541

Invoice #: T514664
PO #:
Customer #: 365
Date: 01/02/20
Initials: JH

CORES MUST BE RETURNED IN ORIGINAL BOX

Previous Ticket: T514665 01/02/20

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
5010606R92	HEAD RENEW CYLINDER (05-06M) W1K		4,074.31	1.00 @ \$2,680.02 EA	05	\$ 2,680.02
5010606R92	(CORE CHARGE)			1.00 @ \$500.00	05	\$ 500.00
5010606R92	(CORE CREDIT)			-1.00 @ \$500.00	05	\$ 500.00 CR

Subtotal \$ 2,680.02
Sales Tax \$ 0.00
Total \$ 2,680.02
CHARGED TO ACCOUNT \$ 2,680.02

#49 motor job

(Handwritten signature)

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Parts Invoice

Page 1 of 1

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NEW AND USED TRUCKS
SALES AND SERVICE

Sold To:

TOWN OF CARMEL HWY DEPT
ATTN SHAWN
60 MCALPIN AVENUE
MAHOPAC NY 10541

Invoice #: T514665
PO #:
Customer #: 365
Date: 01/02/20
Initials: JH

CORES MUST BE RETURNED IN ORIGINAL BOX

Previous Ticket: T514666 01/02/20

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
1842532C91	BREATHER KIT BREATHER ASSEM NEW		302.77	1.00 @ \$199.16	05	\$ 199.16
1881544C91	COVER-REAR KIT	W3C	1,976.57	1.00 @ \$1,300.16	05	\$ 1,300.16
1881726C91	COVER-FRONT-KIT	W3C	2,171.28	1.00 @ \$1,277.23	05	\$ 1,277.23

Subtotal \$ 2,776.55
Sales Tax \$ 0.00
Total \$ 2,776.55
CHARGED TO ACCOUNT \$ 2,776.55

49

Motor Job

(Handwritten signature)

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Parts Invoice

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PARTS FOR ALL MAKES
NEW AND USED TRUCKS
SALES AND SERVICE

Sold To:

TOWN OF CARMEL HWY DEPT
ATTN: SHAWN
60 MCALPIN AVENUE
MAHOPAC NY 10541

Invoice #: T514666
PO #:
Customer #: 365
Date: 01/02/20
Initials: JH

CORES MUST BE RETURNED IN ORIGINAL BOX

Previous Ticket: T514667 01/02/20

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
3582856C2	MUFFLER EXHAUST STAINLESS nonstock		4 539.13	1.00 @ \$2,985.77	05	\$ 2,985.77

Subtotal \$ 2,985.77
Sales Tax \$ 0.00
Total \$ 2,985.77

CHARGED TO ACCOUNT \$ 2,985.77

#49

JH

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Parts Invoice

Page 1 of 1

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PARTS FOR ALL MAKES
NEW AND USED TRUCKS
SALES AND SERVICE

Sold To:

TOWN OF CARMEL HWY DEPT.
ATTN: SHAWN
60 MCALPIN AVENUE
MAHOPAC NY 10541

Invoice #: T514667
PO #:
Customer #: 365
Date: 01/02/20
Initials: JH

CORES MUST BE RETURNED IN ORIGINAL BOX

Previous Ticket: T514603 12/30/19

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
1825511C1	CHECK VALVE FUEL	1259620D	398.12	2:00 @ \$261.88 EA	05	\$ 523.76
691273C1	GASKET	1253720D	4.78	4:00 @ \$3.15 EA	05	\$ 12.60
1841622C1	GASKET	1253720D	9.66	2:00 @ \$6.35 EA	05	\$ 12.70
7082622C1	FITTING	15-3300b	49.14	2:00 @ \$32.32 EA	05	\$ 64.64

Subtotal \$ 613.70
Sales Tax \$ 0.00
Total \$ 613.70
CHARGED TO ACCOUNT \$ 613.70

\$ 49

Motor SOB

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CUSTOMER SIGNATURE



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 Tel: 518.851.3581
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Parts Invoice

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Customer Copy

PARTS FOR ALL MAKES
NEW AND USED TRUCKS
SALES AND SERVICE

INTERNATIONAL TRUCKS
SALES AND
SERVICE FOR OVER 70 YEARS

Sold To:

TOWN OF CARMEL HWY DEPT.
 ATTN: SHAWN
 60 MCALPIN AVENUE
 MAHOPAC NY 10541

Invoice #: T514725
 PO #:
 Customer #: 365
 Date: 01/03/20
 Initials: JH

CORES MUST BE RETURNED IN ORIGINAL BOX

Previous Ticket: T514731 01/03/20

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
7081279C93	KIT ENGINE OVH	NONSTOCK	6,102.45	1.00 @ \$3,487.18 EA	05	\$3,487.18
7081279C93	(CORE CHARGE)			1.00 @ \$270.00	05	\$ 270.00

Subtotal \$ 3,757.18
 Sales Tax \$ 0.00
 Total \$ 3,757.18
CHARGED TO ACCOUNT \$ 3,757.18

#49

JH
 #49
 Motor Job

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Parts Invoice

Page 1 of 1

Customer Copy

PARTS FOR ALL MAKES
NEW AND USED TRUCKS
SALES AND SERVICE

Sold To:

TOWN OF CARMEL HWY DEPT
ATTN: SHAWN
60 MCALPIN AVENUE
MAHOPAC NY 10541

Invoice #: T514734
PO #:
Customer #: 365
Date: 01/07/20
Initials: FHP

CORES MUST BE RETURNED IN ORIGINAL BOX

Previous Ticket: T514788 01/07/20

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
1664723C3	ENG MNT	1244680B	114.10	2.00 @ \$67.12 EA	05	\$ 134.24
1664726C2	INSULATR	1244680B	26.09	2.00 @ \$17.16	05	\$ 34.32
31077R1	BOLT	BOLTBIN	10.68	2.00 @ \$7.03 EA	05	\$ 14.06
30756R1	NUT	BOLTBIN2	6.51	2.00 @ \$4.28 EA	05	\$ 8.56

Subtotal \$ 191.18
Sales Tax \$ 0.00
Total \$ 191.18
CHARGED TO ACCOUNT \$ 191.18

~~49~~
49
Master
JOB

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Parts Invoice

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NEW AND USED TRUCKS
SALES AND SERVICE

Sold To:

TOWN OF CARMEL HWY DEPT
ATTN: SHAWN
60 MCALPIN AVENUE
MAHORAG NY 10541

Invoice #: T514788
PO #:
Customer #: 365
Date: 01/07/20
Initials: FHP

CORES MUST BE RETURNED IN ORIGINAL BOX

Previous Ticket: T514820 01/07/20

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
2507465C91	KIT RAD SUP BOT FRM ASS W/ISCW5M		493.11	1.00 @ \$359.00	05	\$ 359.00
2507468C91	BRACKET, SUPPORT CAC	NONSTOCK	327.95	1.00 @ \$228.74	05	\$ 228.74
2507458C91	KIT	1214830B	160.09	1.00 @ \$111.66 EA	05	\$ 111.66

Subtotal \$ 699.40
Sales Tax \$ 0.00
Total \$ 699.40
CHARGED TO ACCOUNT \$ 699.40

#49

a pound sign preceding a part number indicates the part is a non-stock part

* an asterisk next to the tax code indicates tax was calculated on the item

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE WITHIN 15 DAYS. SPECIAL ORDER PARTS SUBJECT TO 20% HANDLING CHG. SERVICE CHG. OF 1.5% PER MONTH (18% APR) WILL BE CHARGED ON ALL INVOICES OVER 30 DAYS PART DUE. NO DISCOUNTS. \$25.00 RETURN CHECK CHARGE. THANK YOU.

CUSTOMER SIGNATURE

BEN FUNK, INC.

HUDSON
 3609 Rt. 9, Hudson NY 12534
 Tel: 518.8513581
 FAX: 518.8512158
 Toll Free: 877.FUNKINC
 DMV# 3110008

ONEONTA
 9875 State Hwy 23,
 Oneonta, NY 13820
 Tel: 607.278.5811
 FAX: 607.278.6812
 Toll Free: 866.4BENFUNK
 DMV#7095288



Parts Invoice

Page 1 of 1

Customer Copy

PARTS FOR ALL MAKES
 NEW AND USED TRUCKS
 SALES AND SERVICE

Sold To:

TOWN OF CARMEL HWY DEPT
 ATTN: SHAWN
 60 MCALPIN AVENUE
 MAHOPAC NY 10541

Invoice #: T514842
 PO #:
 Customer #: 365
 Date: 01/06/20
 Initials: JH

CORES MUST BE RETURNED IN ORIGINAL BOX

Previous Ticket: T514725 01/03/20

Part Number	Description	Bin	List Price	Qty @ Price	Tax	Amount
*894238C92	KIT CAMSHAFT & LIFTER	nonstock	2,206.13	1.00 @ \$1,297.73	05	\$ 1,297.73

Subtotal \$ 1,297.73
 Sales Tax \$ 0.00
 Total \$ 1,297.73
CHARGED TO ACCOUNT \$ 1,297.73

(Handwritten signature: JK)
49
Moban Job

* a pound sign preceding a part number indicates the part is a non-stock part

* an asterisk next to the tax code indicates tax was calculated on the item

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE WITHIN 15 DAYS. SPECIAL ORDER PARTS SUBJECT TO 20% HANDLING CHG. SERVICE CHG. OF 1.5% PER MONTH (18% APR) WILL BE CHARGED ON ALL INVOICES OVER 30 DAYS PART DUE. NO DISCOUNTS. \$25.00 RETURN CHECK CHARGE. THANK YOU.

CUSTOMER SIGNATURE

Office of the Town Clerk

*Carmel Town Hall
60 McAlpin Avenue
Mahopac, NY 10541*

*Ann Spofford, Town Clerk
Alice Daly, Deputy Town Clerk*

*Telephone: 845-628-1500
Fax: 845-628-7434*

MEMORANDUM

To: Town Board
Fr: Ann Spofford, Town Clerk *AS/ad*
Date: January 10, 2020
Re: Verified Petition for Change of Zoning – Centennial Golf Club of New York, LLC

I am transmitting herewith, five (5) copies of the above referenced Verified Petition for Change of Zoning hand delivered to this office today.

Please be advised that pursuant to Section 156-76 of the Town Code of the Town of Carmel, the petition was accompanied by the requisite of \$5,000.00 filing fee.

cc: G. Folchetti
J. Charbonneau
R. Trombetta



William A. Shilling, Jr., P.C.
Attorney at Law
122 Old Route 6
Carmel, New York 10512
E-Mail waslaw@shillinglegal.com

Frank J. Smith III
**Also Admitted in CT*

Phone (845) 225-7500

Fax (845) 225-5692

December 27, 2019

Carmel Town Board
60 McAlpin Avenue
Mahopac, New York 10541

Re: Centennial Golf Club of New York, LLC

Dear Town Board Members:

Pursuant to §156-90 of the Carmel Town Code and Town Law §273, enclosed please find my client's Petition for "Amendment of Zoning Code".

You will recall this matter was before your Board for a legally obligatory referral to the Planning Board. My client appeared before the Planning Board and based on comments of the consultants and the Planning Board, modified the Petition to be a text amendment to the Zoning Code, as opposed to a "change of zone of the subject premises from a residential district (3 acres) to its former classification which was residential (1 acre)". In either event §156-90 of the Carmel Town Code and §273 of the Town Law still apply. Accordingly, we request this matter be referred once again to the Planning Board.

Since this matter is in all respects consistent with the previous petition, a waiver of the petition fee is respectfully requested.

Very truly yours,

William A. Shilling, Jr.
William A. Shilling, Jr.

WAS:mb
Encl.

HAND DELIVERED

TOWN BOARD
TOWN OF CARMEL: COUNTY OF PUTNAM
-----X

In the Matter of the Petition of

CENTENNIAL GOLF CLUB
OF NEW YORK, LLC

**VERIFIED PETITION FOR
AMENDMENT OF ZONING
CODE**

Petitioners,

For an Amendment of Zoning Code
-----X

Petitioners, Centennial Golf Club of New York, LLC, by David Leibowits, member,
(hereinafter "Petitioners") respectfully submit as follows:

1. Petitioners are the owner of certain property located at Town of Carmel, County of Putnam and State of New York.
2. The Tax Map numbers are 44.-2-4, 44.-2-2 and 44.-2-3.
3. The subject premises are located within both the Carmel Central School District and Brewster School District.
4. The Petitioners request that the Zoning Code of the Town of Carmel's text be amended to allow residential redevelopment of existing golf courses.
5. The Petitioners hereby declare, for the purpose of reliance thereon by the Town of Carmel, that the full particulars of the Petitioners' proposed use of the subject premises for the next five (5) years, if this amendment, are as follows:
 - a. Residential development containing 96 residential units (attached).
6. The concept plan is attached for reference as part of this application.
7. Economics of the declining golf course requires this action and is the only means to keep the remaining portion of the golf course (18 holes) open to the public at large, and forever green in the Town of Carmel.

8. The proposed text amendment (see attached) will be beneficial to the public of the Town of Carmel because it is seeking to develop the property in the spirit of the Greenway Connection as adopted by §156-90 of the Town of Carmel Code:

a. Petitioner is open to conditions offered by the Town to keep the remaining 18-hole golf course and to preserve the remainder of the undeveloped parcel, in keeping with the Town of Carmel's adopted Greenway Compact Program;

b. The proposed amendment change will further benefit the Town of Carmel to create needed residential development to a school district with a documented declining population.

9. The proposed amendment will not be detrimental to the other residential properties in the adjoining neighborhood because the development will result in the residential development being in the general proximity of Fair Street, leaving the area adjoining Kelly Ridge undisturbed.

10. The parcels were previously zoned 1 acre at the time of Petitioner's purchase, and furthermore, the property has been assessed from inception by paying charges to the Town of Carmel for the municipal sewer system on the basis of 162 units and over \$3 million in sewer capital charges alone.

11. Currently, only commercial golf course and related purposes use the Carmel parcel. There are no non-conforming uses or structures on the subject premises.

12. The subject premises are located within 500 feet of the town line of the Town of Carmel. Golf course use and related activities will continue to occur in the Town of Carmel within the southern portion of the property, and within the property located in the Town of Southeast.

13. The subject premises are not within 500 feet of any existing or proposed County or State Park or other recreation area except the existing golf course.

14. The subject premises are located within 500 feet of any right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway.

15. Upon information and belief, the subject premises are located within 500 feet of any existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel rights.

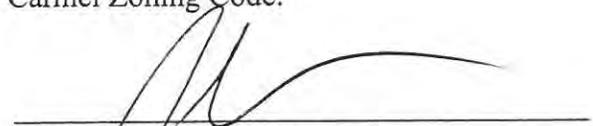
16. The subject premises are not located within 500 feet from the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated.

17. The proposed zone change does not affect property within the protectively zoned area of a housing project authorized under the Public Housing Law.

18. The Petitioners hereby consent to Board action disallowing the proposed text amendment if the Town Board subsequently determines that any statement contained in this Petition or any statement made by the Petitioners at the public hearing is found to be materially false and was not made in good faith. The petitioner further consents to Board action disallowing the proposed text amendment in the event that the Petitioners fail to abide by any conditions or restrictions contained herein or imposed hereafter by the Town Board.

WHEREFORE, Petitioners Centennial Golf Club of New York, LLC, by David Leibowits, member respectfully request that the Town Board of the Town of Carmel consider, review, and effectuate the requested amendment to the Town of Carmel Zoning Code.

Dated: Carmel, New York
December 29, 2019



William A. Shilling, Jr., Esq.
William A. Shilling, Jr., P.C.
Attorneys for Petitioners
122 Old Route 6
Carmel, New York 10512
(845) 225-7500

VERIFICATION

STATE OF ~~NEW YORK~~

) CONNECTICUT

COUNTY OF ~~PUTNAM~~

) ss.:

) FAIRFIELD

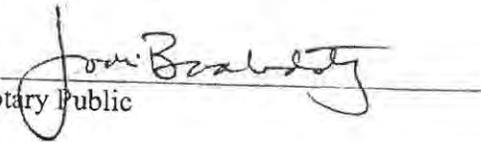
David Leibowits, being duly sworn, deposes and says:

I am one of the Petitioners herein. I have read the annexed Petition, know the contents thereof, and the same is true to my knowledge, except those matters that are stated to be alleged upon information and belief, and as to those matters, I believe them to be true upon my own investigation and knowledge.



David Leibowits

Sworn to before me this
19 day of December, 2019.


Notary Public

JODI ROBIN BAABDATY
NOTARY PUBLIC
State of Connecticut
My Commission Expires Nov. 30, 2023

TOWN BOARD
TOWN OF CARMEL: COUNTY OF PUTNAM

-----X
In the Matter of the Petition of

CENTENNIAL GOLF CLUB
OF NEW YORK, LLC

Petitioners,

For an Amendment of Zoning Text.
-----X

I

STATEMENT OF FACTS

The applicant purchased the subject property in 1996. Peter and David Leibowits created a 27-hole golf course in the Town of Carmel and the Town of Southeast in 1997-1998. It was created at a time when golf outings and banquets were in great demand. The twenty-seven holes made the acceptance of these functions possible while still keeping the golf course open to the general public.

The site has also become a venue for Town of Carmel groups for entertaining many social functions in the detached banquet room, often unrelated to golf.

At the time of the applicant's purchase, the zoning was R-1 which involved an entitlement to develop on one-acre parcels. The capital cost units were approved for 162 units which is an ongoing expense borne by applicant. Over the years, the applicant has paid over three million dollars in sewer capital charges alone.

The record is clear that the rate of golf course construction grew dramatically in the 1990's. However, the number of golfers slowly subsided and golf courses have increasingly been less profitable, leading to golf course owners under pressure to sell their land for more profitable uses.

Thus, applicant has incurred similar difficulties outlined herein. It is thus a necessary alternative being considered to re-develop the land with residential units.

Golf courses are generally viewed by community residents as providing important areas of open space and recreation opportunities to the public at large. Conversely, neighboring land owners often oppose the prospect of housing complexes replacing the pastoral views created by golf courses. It is also fundamental that golf course re-development presents an opportunity for the municipality to negotiate desired community benefits.

The zoning text amendment proposed by the applicant benefits the Town for several reasons. It will create needed residential single-family development to a community with declining school populations. Most importantly, the owner is aware of the planning initiatives outlined, and adopted by the Town, in the Greenway Compact Program, and is open-minded to conditions offered by the Town to restrict development and preserve open space. It is fundamental that the preservation of green and recreational space is a stated desired Town goal codified in §156-90.

II

Preservation of Open Space and Recreation Areas are a Legitimate Governmental Interest

As municipalities progress and adapt to changing environments and demographics, it must adopt new tools in order to develop stated goals and priorities. "Smart Growth" is often cited as a technique that offers towns and villages a way to attract new residents while providing and protecting green space and recreation areas to residents.

Smart growth is "sensible, planned growth that integrates economic development and job creation with community quality-of-life by preserving the built and natural environments." Smart growth has many advantages in boosting economic development while also prioritizing open space

and recreation opportunities. Benefits of smart growth expand beyond economic opportunities as well. Its use enhances environmental conditions, allows for calculated development, and makes communities more attractive to live in.

A central facet of smart growth is the use of clustered/higher density housing and conditional zoning in order to allow for development while simultaneously preserving open space. By utilizing these strategies, municipalities reap the rewards of development while ensuring that their green spaces will stay intact.

The Town of Carmel has indicated a desire to use smart growth by implementing §156-90 of the Town Code. The concepts expressed in the Greenway Connections report is directly on point with the desire to develop the subject premises. By amending the zoning code's text to allow for higher density development, the Town would be serving the goals of developing intelligently without changing the essential character of the community, and while ensuring open space and recreation.

The Greenway Connections report for Putnam County, titled, "Putnam County Pathways: A Greenway Planning Program Linking Putnam's Open Space, Historic, Cultural and Economic Resources," speaks directly to the desire to retain open space. One planning principle in the report is "Enhance the quality of life for Putnam County residents, residents of the Hudson River Valley and Hudson Highlands through intelligent stewardship of Putnam's land and water resources through sound planning, development, transportation and conservation policies." By allowing a smaller lot size requirement, the Town is enacting this goal since a significant portion of green space will be preserved as opposed to being developed.

A second planning principle is to, "Support and encourage the development of land use plans that present balanced growth policies where development is appropriately sited, housing is

affordable, watersheds are respected, historical assets are valued, natural resources and open space are protected, and recreational and cultural opportunities are diverse and numerous". This development falls squarely in line with these principles. This development would create a harmonious use of "built" and "non-built environments."

By implementing §156-90, the Town of Carmel has expressed a desire to implement more modern and flexible zoning and land use tools. This project seeks to utilize them. The requested relief would allow for attractive development while ensuring over 120 acres of space remains open and undevelopable.

III

Legal Justification for the Use of Conditional Zoning

This amendment to the zoning code, pursuant to Town Law §273 and Carmel Town Code §156-76(A) is being sought by virtue of a text amendment to the zoning code sections. Nevertheless, Petitioner is aware of and agreeable to certain conditions, such as voluntary deed restrictions, in order to effectuate the requested text amendment.

The concept of "conditional zoning," whereby open space and recreational venues are preserved in exchange for favorable conditions to applicant, is fundamental in New York Law.

The traditional idea of zoning is that provisions alone burden and limit land uses. In certain circumstances legislative and land use boards will approve projects but permit favorable conditions to an applicant where recreation or open space concerns can be protected and preserved.

The entitlement for conditional zoning is found in the landmark case of *Church v. Town of Islip*, 8 NY 2d 254, where the Court upheld rezoning of a property subject to conditions. In that case, conditions to restrict the maximum size of buildings and other restrictions were in response

to community needs. The Court stated the power to rezone includes the power to add new restrictions when particular circumstances require.

The Court stated “it is understandable that in the public interest and in the interest of protracted expediency the practice of granting zoning changes and conditioning their uses by means of privately imposed restrictive covenants has seemingly become widespread.” Furthermore, the Court stated “We are not of the opinion that such practice is contrary to the spirit of zoning ordinance and is beyond the statutory power of local legislative bodies” (emphasis supplied).

In *Matter of Citizens v. Common Council of City of Albany*, 56 AD 3d 1060, the Court changed its zoning from a commercial office district to a highway commercial district. The Court ruled that the action did not constitute “spot zoning” because it was part of a thoroughly considered plan calculated to best serve the community and the approved use was not totally different than that of the surrounding area.

Significantly, it has been held that “Any such legislative action is entitled to the strongest presumption of validity and will stand if there is a factual basis” (*Shepherd v. Village of Skaneateles*, 30 NY 115; *Wiggins v. Town of Somers*, 4 NY 2d 215). Further, it is well established that Courts are reluctant to overturn zoning amendments when it is well designed and passed after careful consideration (*In the Matter of Save our Forests Action Coalition v. City of Kingston*).

Furthermore, New York State Comptroller Opinion No. 79-698 supports the validity of conditional zoning. This opinion confirms the notion that, “a town board may impose reasonable conditions for the protection of neighboring property owners.”

Conditional zoning, specifically related to golf courses, has been utilized across New York State. Locally, the Silo Ridge project in Amenia, New York utilized conditional zoning to allow

for development while preserving open space. Of the project's 670-acre footprint, 80 percent will be preserved as open space. Deed restrictions have been utilized in many instances to provide town boards with an assurance that the remaining undeveloped property would persist as open or recreational space. It is important to consider the developmental alternative to conditional zoning. Instead of preserving open space and recreation, sprawling fields and meadows would be developed into residential units that are permitted as of right. (*\$500 Million Silo Ridge Project Breaks Ground*, The Poughkeepsie Journal, March 9, 2016)

The concept of conditional zoning has been affirmed not only in *Church*, but also in *Allison C. Collard v. Incorporated Village of Flower Hill* (52 N.Y.2d 594). In contrast, the concept of contractual zoning has been denied in *Madeline Levine v. Town of Oyster Bay* (26 A.D.2d 583). In conclusion, the use of conditional zoning offers municipalities the best of both worlds: the ability to preserve open and recreational space while simultaneously developing intelligently, boosting tax revenue, and offering much needed real estate inventory to bolster school district rolls.

EXHIBIT “1”



Phase 2 - 56 Units

Phase 1 - 40 Units

EXHIBIT “2”

**PROPOSED TEXT AMENDMENT TO
SECTION 156-24 "CLUBS"**

SECTION 156-24. CLUBS

A. Clubs, including country, golf, swim, tennis and other court games, shall be permitted, provided that:

(1) The minimum site size for a nine-hole golf course shall be 75 acres and for an eighteen hole golf course shall be 150 acres. The minimum site size for clubs other than golf clubs shall be five acres.

(2) Where a swimming pool is provided, such pool shall contain 1.7 square feet of water surface area for each member household expected to use such facilities. A twenty-five meter pool shall have a minimum width of 45 feet, and a fifty-meter pool shall have a minimum width of 60 feet. A paved sitting area contiguous to all sides of such pool and having an area two times the water surface of the pool shall be provided.

(3) Where any active sport area of said membership club site abuts a residential district, a landscaped buffer having a height of at least four feet and a depth of at least 10 feet shall be provided.

(4) On-site paved parking spaces shall be provided at a ratio of two for each member household, plus one space for each full-time employee.

(5) Where a restaurant and/or bar is provided for nonmember as well as member use, on-site paved parking shall be provided at a ratio of one space for each three seats, including barstools, or one space for each 40 square feet of floor area devoted to patron use where the capacity is not determined by the number of fixed seats provided.

B. RESIDENTIAL REDEVELOPMENT OF EXISTING GOLF COURSES

To preserve golf course and related facilities for the greater good of the Town, redevelopment of existing golf courses with residential development shall be permitted, provided that:

(1) The Applicant establishes a purpose and need for the redevelopment of land currently developed as a golf course with residential development to fulfill the objective of preserving some golf course and related facilities for the greater good of the Town; and

(2) The minimum lot size for residential development shall be at least twenty (20) acres developments; and

(3) The residential density shall not exceed six (6) dwelling units per acre. The residential density shall be calculated pursuant to Section 156-45(E)¹. No residential redevelopment of an existing golf course shall exceed 100 dwelling units; and

(4) The residential development must have its primary access driveway directly off a County Road located in the Town of Carmel; and

(5) Residential development exceeding 40 or more units shall be served by municipal or community water and municipal or community sewer or septic; and

(6) Residential development may be comprised of Dwelling, Attached²; Dwelling, Semidetached³; Dwelling, Single-family and/or Dwelling, Two-Family units; and

(7) For Dwelling, Attached, Dwelling, Semidetached and Dwelling, Two-Family units, there shall be provided a minimum of two (2) on-site parking spaces per unit. For Dwelling, Single-family, there shall be provided one (1) on-site parking space per unit. An additional 15 percent of the total required parking shall be provided for visitor parking. Visitor parking shall include recreation parking; and

(8) The building height for dwelling units shall not exceed 40 feet or two and one-half stories above an enclosed or semi-enclosed garage area; and

(9) Building lot coverage⁴ shall not exceed 35%; and

(10) In order to encourage and enable a residential development of desirable and imaginative design, and excluding the foregoing bulk and dimensional requirements, the specific controls contained in Chapter 156, Schedule of District Regulations, Attachment 1 are hereby replaced by a design approved by the Planning Board.

(11) A building setback of 30 feet off public roads shall be provided, which shall be furnished with landscaping, in part, per a landscaping plan to be determined by the Planning Board; and

¹ Section 156-45(E) states, "Overall residential density. A residential cluster development shall not contain a total number of dwelling units which exceeds the number as determined in accordance with the following formula: The total acreage of the areas shown on the environmental constraints map shall be subtracted from the total acreage of the parcel being developed. The remaining acreage shall be further reduced by a number equal to 10% of the total acreage of the parcel being developed to allow for roads and utilities. The resulting acreage shall then be divided by the minimum lot area for the zoning district in which the parcel is located to arrive at the total number of dwelling units that will be deemed buildable."

² Suggested new definition: Dwelling, Attached: A row of abutting buildings with no more than four-family units in a row.

³ Section 156-8 defines Dwelling, Semidetached as, "a building with one or two dwelling units beside the other, completely separated therefrom by a party or common wall with no openings therein"; Dwelling, Single-Family as, "a detached building designed for occupancy as one dwelling unit for one family"; and Dwelling, Two-Family as, "a detached building designed for occupancy as two dwelling units for two separate families."

⁴ Section 156-8 defines Coverage as, "The percentage of the lot area covered by the combined area of all buildings or structures on the lot, including the area of any floor space projecting beyond the outer limits of the first floor of all buildings on the lot, and excluding paved areas and underground fuel, drainage and water and sewer systems."

(12) A total of not less than 50 square feet per dwelling unit shall be improved with recreational facilities, such as swimming pools, playground and other recreational equipment for use by site residents and their guests; and

(13) Permanent Open Space will be provided on the adjoining golf course. The open space area will not be less than a ratio of 1:1 to that of the total area of the residential lot (for example, 40 acres of total residential lot area will equal 40 acres of open space).

PINSKY
LAW GROUP, PLLC

5789 Widewaters Pkwy
Syracuse, New York 13214
(315) 428-8345
(315) 475-8230 (fax)

Bradley M. Pinsky, Esq.
David B. Garwood, Esq

Nicole C. Pinsky, Paralegal
Natasha N. Falter, Paralegal

December 31, 2019

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

Re: Flat Fee Retainer

Dear Town Supervisor:

This letter will summarize the proposed terms of our firm's representation of the Town of Carmel, including the scope of services we will be providing, the agreed upon fee, and billing arrangements.

Scope of Engagement. We will represent the Town in Review of all "hard data" of Mahopac Fire Department's expenditures, investments and transfers of Town of Carmel's 2020 fire protection funds, and prepare Quickbooks financial reports and reconciliation of the same for review by the Town. We will provide monthly, regular updates on our progress of reviews and will send the updated financials as often as possible as we receive information from the fire department.

Fee Arrangement. Unless otherwise arranged and agreed to in writing, our fee is based on the time spent by the attorneys and legal assistants who work on the matter. Our flat rates will be \$20,000.00 per year payable in quarterly installments. Should a fee dispute arise which is not resolved by discussion between you and your attorney, you may seek arbitration. Your attorney will provide information concerning arbitration in the event of such a dispute or upon your request.

Billing for Services. Billings will generally be performed no less than quarterly, but in active files, will be performed monthly. The client is expected to remit payment in no less than 45 days from the date of the bill. We charge interest on fees, costs and expenses owed at the rate of nine

(9%) percent, per annum, for all unpaid bills over 60 days since the date of the bill. Should you disagree with a bill, we require that you communicate such dispute to us in writing outlining the date of the billed item disputed, and the reason for the dispute. This will permit us to make a timely inquiry into the service provided. Additionally, the failure to remit payment to the Pinsky Law Group, PLLC in a timely matter will provide us the right to cease representing you. In some instances, we will need court approval to cease representation, but if we cannot obtain payment for our services, we will seek such approval.

Our hourly rates are established for each year. Each year, the law firm reserves the right to increase the hourly rate by up to \$10/hour, effective January 1. Flat fees will not increase, unless the matter exceeds two years in time. In such an instance, we reserve the right to increase the fee by up to ten percent due to the time it has taken to complete the matter.

Non-Contingent Fee. Certain matters are dependent on approval or non-approval of another agency or entity. Our fee is not contingent or dependent on your receiving any approvals, and must be paid regardless of whether the matter does or does not have a successful outcome.

Team System. The Pinsky Law Group, PLLC works in a team atmosphere. Therefore, it is possible that either Mr. Pinsky or Mr. Garwood will work on your file, either jointly or separately, with either attorney performing work on one or more occasions. It is also possible that a paralegal will work on your matter in appropriate instances.

Communication with Attorneys. We have experienced situations in which officers, members and employees of a client communicate with us on a matter. We cannot be expected to know which individuals are authorized and which are not authorized to communicate with us. We place the responsibility on you to caution your personnel from communicating with the attorneys without your authorization, as such fees will be billable to you as a client. Although we will try our best to limit our communications with your authorized personnel, it is impossible for us to track all of our clients' authorized personnel. Thus, you must control your members'/employees' access to your attorneys and must agree to pay for the time incurred by us due to your personnel.

E-Mail Communication. You are warned that while email communication may be common, E-mails are not a protected means of communication between the attorney and client. Emails which are accessible to another person who is not a client are potentially discoverable. For instance, employer provided email addresses may not be protected. Pinsky Law Group, PLLC cannot possibly know which email addresses used by the client are accessible by other parties. You are responsible for ensuring that you do not email your attorney from an unprotected email address.

Term. The term of this Agreement shall be one year and may be renewed upon an oral agreement of both parties.

Termination of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. After the

completion of our services on your behalf, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Project to provide additional advice on issues arising from the Project, the firm has no continuing obligation to advise you with respect to future legal developments.

Conclusion of Representation; Disposition of Client Documents. Following termination of our attorney/client relationship, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, we will return your papers and property promptly after receipt of payment for any outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records; internal lawyers' work product such as drafts, notes, internal memoranda; and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will retain all remaining documents for a certain period of time, but reserve the right for various reasons including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the termination of the engagement.

Record Retention. Client files will be retained for a period of seven (7) years. Non-original documents may be scanned into our system with the paper file destroyed, before that date. Original documents such as contracts, signed papers, and other such files will be maintained for seven years, and then potentially destroyed before they are scanned. The client should not have the law firm maintain original documents. You are obligated to hold your original files, such as contracts, deeds, and abstracts of title.

Client Responsibilities. You agree to cooperate fully with us and to promptly provide all information known or available to you relevant to our representation. You agree to cooperate with us in all aspects of the representation. The failure to cooperate with us may result in the inability of our attorneys to effectively represent you. Failing to return calls or provide us requested information may result in the inability of our attorneys to represent you. You also agree to pay in a timely manner our statements for services and expenses as provided above.

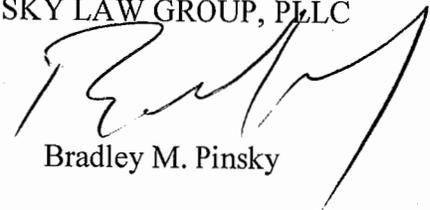
Organization as a client: We will be retained to represent the organization and not any individual in the organization. Our ethical duty requires us to provide our allegiance to the organization and not to any individual. Should any conflict arise between any member, director, officer and the organization, the law firm at all times must represent the interests of the organization.

We look forward to working with you and appreciate the opportunity to represent the Town of Carmel. If this proposal is acceptable, please so indicate by executing a copy of this letter to Pinsky Law Group, PLLC. We will then proceed with the representation. Please call me with any questions regarding the foregoing.

Very truly yours,

PINSKY LAW GROUP, PLLC

By:



Bradley M. Pinsky

Agreed and Accepted this _____
Day of _____, 2020

By: _____

Title: _____