

MICHAEL S. CAZZARI
Town Supervisor

ROBERT F. SCHANIL, JR.
Town Councilman
Deputy Supervisor

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

TOWN OF CARMEL
TOWN HALL



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

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD WORK SESSION
Wednesday, February 9, 2022 7:00pm

Roll Call – Attendance
PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

Public Hearing: On the Fire Protection Contracts and the Ambulance District Contracts for the Year 2022

- **Consider Motion to Close Public Hearing**
- **Consider Motion To Close Special Meeting**
- **Consider Motion to Open Town Board Work Session**
- **Public Comment Three (3) Minutes Agenda Items Only**

Town Board Work Session:

- Review of Town Board Minutes January 19, and February 2, 2022
- 1. Anne Pasquerello, Chief of Staff - Consider Request to Amend and Adopt Town of Carmel Organizational Chart
- 2. Michael Simone, Highway Superintendent – Consider Request to Advertise for Bids for 2022 Spring Materials and Supplies
- 3. Michael Simone, Highway Superintendent - Consider Request Emergency Design Services-Birch Ln.
- 4. Pat Genna, Town Court Clerk – Request to Consider a Resolution Acknowledging Examination of Justice Court Audit Report Fiscal Year Ending 12/31/2021
- 5. James Gilchrist, Director of Recreation & Parks – Consider Request to Award Bid for Grass Cutting/Lawn Maintenance for the Various Town Owned Parks
- 6. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for the Purchase and Installation of Automatic Samplers – CSD#2
- 7. Richard Franzetti, PE, Town Engineer – Consider Acknowledgment of Emergency Purchases/Repairs CWD#3 Well Generator

8. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Amendment to Contract for Design Services - CSD#5 WWTP Upgrade Facility Report Violations
9. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for the Purchase and Installation of CMF Feed Pump – CSD#4
10. Police Chief Anthony Hoffmann – Consider Acknowledgement of Emergency Purchase of Police Vehicle
11. Police Chief Anthony Hoffmann – Consider Request to Authorize Purchase of Vehicle 2021 Ford F-150 Police Responder Truck (The Purchase of this Vehicle will be Reimbursed by NYS SAM Grant)
12. Police Chief Anthony Hoffmann - Consider Request to Authorize Purchase of Two 2022 Ford Police Interceptor Utility Hybrid SUVs

- **Town Board Comments/Announcements**

- **Consider Motion to Move into Executive Session:**

1. Mary Ann Maxwell, Town Comptroller - Anne Pasquerello, Chief of Staff – Personnel
2. Glenn Droese, Town Assessor – Certiorari Litigation Update
3. Maurizio Savoiaro, Esq. – Litigation Update

- **Motion to Adjourn Meeting in Executive Session**



Ann Spofford

Town Clerk

Town of Carmel

ams@ci.carmel.ny.us

Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

Telephone: 845.628.1500
Fax: 845.628.7434

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing on the Fire Protection Contracts and the Ambulance District Contracts for the year 2022, to be held on the 9th day of February, 2022 at the Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 p.m. or soon thereafter that evening as possible; said contracts to be advertised and posted as follows:

<u>Contractor</u>	<u>Services</u>	<u>Not to Exceed</u>
Mahopac Falls Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #1	\$ 846,500.00
Mahopac Volunteer Fire Department, Inc.	Fire Protection-Fire Protection Dist. #2	\$ 1,500,000.00
Carmel Fire District & Carmel Fire Department, Inc.	Fire Protection-Fire Protection Dist. #3	\$ 888,375.00
Carmel Volunteer Ambulance Corps	Ambulance Service Carmel Ambulance District #1	\$ 220,000.00
North Salem Volunteer Ambulance Corps	Ambulance Services Carmel Ambulance District #1	\$ 13,000.00

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

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

Town of Carmel Organizational Chart

Town Supervisor & Carmel Town Board

Supervisor's Office

↓

Michael Cazzari, Supervisor
 Chief of Staff/Asst to TB
 Principal Office Assistant

Reception
 Receptionist/Office Asst.

Assessor Office
 Town Assessor
 Sr. Real Property Appraiser
 Real Property Appraiser(s)
 Assessment Assistant

Building Department
 Building & Codes Enforcer
 Asst. Bldg. Inspector
 Fire Inspector
 Property Compliance Officer
 Principal Office Assistant
 Acct. Clerk

Recreation Department
 Recreation Director
 Sr. Recreation Leader
 Principal Office Assistant
 Account Clerk/Recreation
 P/T Office Help(s)
 Park Maintenance Worker(s)
 P/T Laborer(s)

Maintenance Dept.
 Building & Grounds Maintenance Supervisor
 P/T Help

Engineering Office
Richard Franzetti, PE
Town Engineer

↓

Engineering Projects Coordinator
 Principal Account Clerk
 Seasonal P/T

Planning Department P/T
 Secy to Bds.
 P/T Office Help

Comptroller Dept.
Mary Ann Maxwell,
Comptroller

↓

Principal Account Clerk
 Sr. Account Clerk

Accounting Dept.
 Principal Account Clerk
 Senior Account Clerk

Police Dept.
Anthony Hoffmann,
Police Chief

↓

Pol Lts.
 Detective Sergeant
 Sergeant(s)
 Detective(s)
 Police Officers
 Dispatcher(s)
 Sr. Acct. Clk. P/T
 Principal Office Assistnat

Town of Carmel Elected Officials

Receiver of Taxes
Kathleen Kraus, Rec. of Taxes

↓

Deputy Receiver of Taxes
 Sr. Account Clerk II

Town Clerk
Ann Spofford, Town Clerk

↓

Deputy Town Clerk
 Principal Office Assistant

Highway Department
Michael Simone, Highway Sup.

↓

Deputy Highway Superintendent
 Principal Account Clerk
 Account Clerk II
 Highway Workers

Justice Court
Thomas Jacobellis. T.J.
Daniel Miller, T.J.

↓

Town Court Clerk
 Clerk to Justice(s)
 Sr. Account Clerk

TOWN OF CARMEL HIGHWAY DEPARTMENT

MS

2/9/2022 WORK SESSION AGENDA ITEM #2

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

MEMORANDUM

TO: Town Board
FROM: Michael Simone – Highway Superintendent
DATE: January 31, 2022
RE: 2022 Spring Bids

I am requesting approval to put the following items out to spring bid:

- Bituminous Concrete
- Catch Basins & Sumps with Tops
- Crushed Gravel
- Drainage Pipe – Aluminum Culvert Pipe
- Polyethylene Pipe
- Steel Culvert Pipe
- Granular Base (Item 4)
- Road Oil, Cut Backs, etc.
- Run of Bank Gravel

MS/Sen

cc Town Attorney
Ann Spofford – Town Clerk

2/9/2022 WORK SESSION AGENDA ITEM #3

From: Simone, Mike
Sent: Wednesday, February 2, 2022 10:23 AM
To: Cazzari,Michael; Greg Folchetti
Cc: Pasquerello,Anne; Franzetti,Richard; Maxwell,Mary Ann
Subject: Discuss Secor Drainage Culvert Restoration Project

There has been a failure in a drainage pipe in the Secor area, involving properties on Birch Rd, Orchard Rd and Willow Drive. The Engineering & Highway Departments have done extensive research and asked for a proposal from J. Robert Folchetti & Associates, LLC. – see attached 1/24/22 Proposal, PDF #4411

The restoration, which will be extensive, must be started as soon as possible. Do we need to go out to bid, or can this proposal be accepted per the Town's Procurement Policy, Section V.? – see attached PDF #4354

Please advise as to how to proceed.

Michael Simone

SECTION V. PROFESSIONAL SERVICES

One of the most prominent exceptions to competitive bidding is professional services. Professional services generally include services rendered by attorneys, engineers, auditors and certain other services requiring specialized or technical skills, expertise or knowledge, the exercise of professional judgment or a higher degree of creativity.

Professional services are specifically exempt from public bidding under GML 103(4). They are however subject to the application of this policy and require actions which are dependent upon the category that the professional service falls into and cost threshold.

For purposes of procurement, there are two general categories of Professional Services, those which have a **Finite Scope** and/or duration and those that are **Indeterminable** in scope at the time of engagement. It is important to identify which type at the outset, as the two types vary in procurement procedure. Where the professional service is identified as a Finite Scope refer to the chart for procurement requirements based upon various monetary thresholds. Where the professional service is Indeterminable a Town Board Resolution is required to engage the Professional.

FINITE SCOPE

Either a set project scope or a fixed duration where complete pricing can be determined at the time of engagement.

Examples:

- Engineering Design services for a project that involves the design, permitting and construction oversight of one thousand feet of water main in a known location. This example shows that a fixed price can be determined for this professional service.
- Planning Board Consultant for a period of one year where the scope of services is identified. This example also shows that a fixed price can be determined for a specific duration and scope.

AMOUNT OF PROCUREMENT	PROFESSIONAL SERVICE FINITE SCOPE APPROVAL REQUIREMENT
Under \$4,999	Recommendation of Purchasing Agent
\$5,000 - \$9,999	Recommendation of Purchasing Agent and with the approval of the Town Supervisor
\$10,000 - \$19,999	Prices will be obtained by formal written proposals from at least (3) sources and presented by the Department Head to the Town Board and the award will be made by an Authorizing Town Board Resolution
\$20,000 and Above	Prices will be obtained by RFP and presented by the Department Head to the Town Board and the award will be made by an Authorizing Town Board Resolution

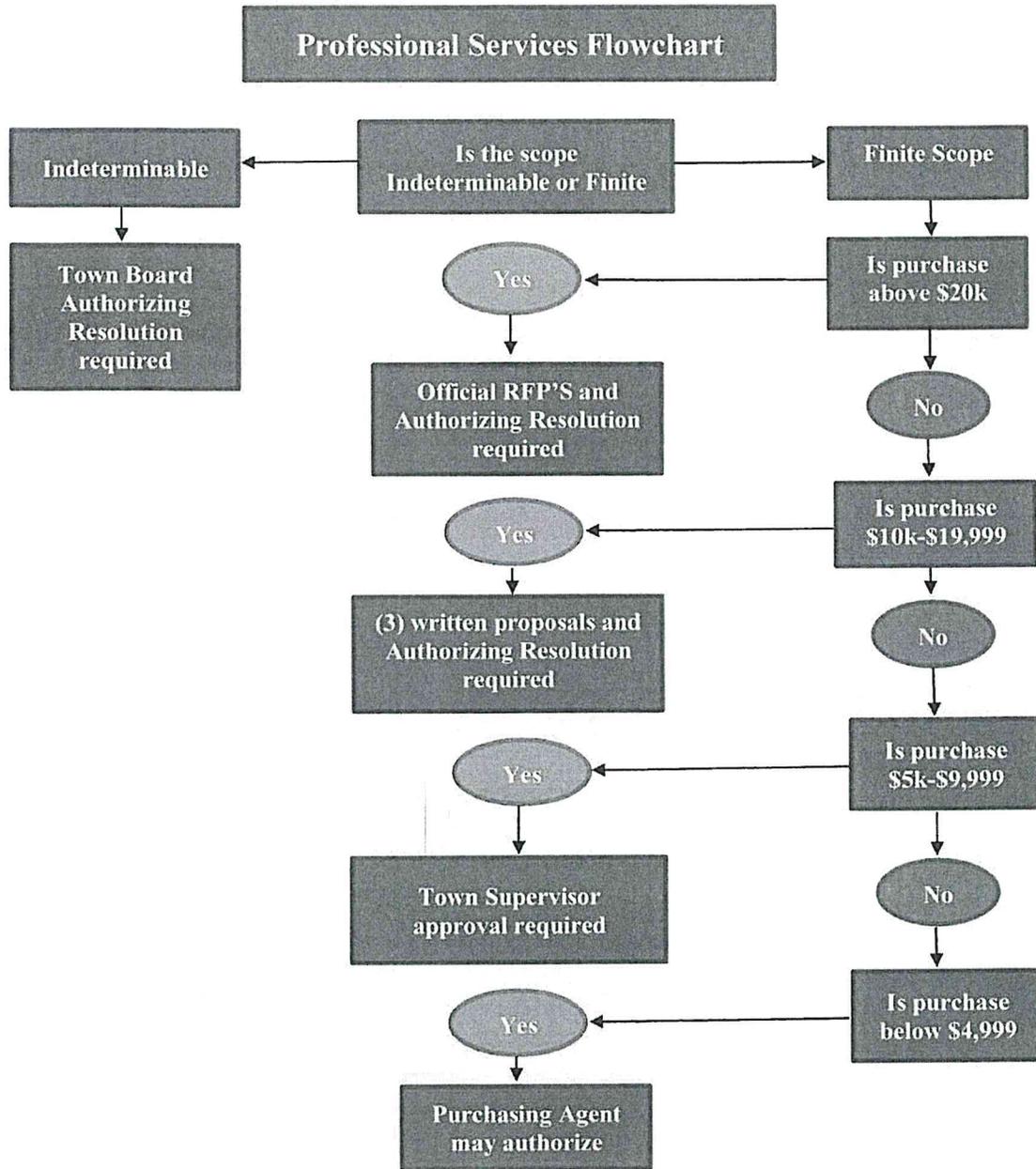
PROFESSIONAL SERVICES - continued

INDETERMINABLE

At the time of engagement of the professional service, the duration and/or scope and ultimate cost cannot be determined. A Town Board resolution is required to engage the Professional.

Example:

- The Town wishes to engage a law firm for representation in a lawsuit. The very nature of litigation makes it impossible to determine how long it will go on or what level of effort will be required to prosecute or defend the lawsuit.



January 24, 2022

Mr. Michael Simone, Superintendent
Town of Carmel Highway Department
55 McAlpin Avenue
Mahopac, New York 10541

**RE: PROPOSAL FOR ENGINEERING DESIGN SERVICES
BIRCH ROAD DRAINAGE
CULVERT REHABILITATION**

Dear Mr. Simone:

We are pleased to submit our proposal for professional engineering services required for the design, permitting, bid assistance, and construction oversight for the referenced project. Pursuant to our site meeting back in October, JRFA's understanding of the project is as follows:

The culvert is a horizontal elliptical CMP. It runs from its inlet on Town property at 320 Willow Drive; thence across 315 Willow; 303 and 316 Birch; into the ROW in Orchard Road; and finally crossing 203 Orchard to discharge on Town property between Orchard and Lake Shore Drive. The total length is approximately 670 feet. Its location is due to the fact that it conveys an old stream, and the pipe was simply installed to convey the stream across those lots allowing for residential construction on them; rerouting the culvert into the highway ROW is not possible due to topography. The existence of easements across the residential lots is unknown. The culvert is well past its useful life and is rotted at both the invert and the crown over much of its length; the rotting crown has led to the development of sinkholes both in the yards and in the roadway. Due to its location, open cut replacement is judged to be the least favorable option for rehabilitation. Subsequent to our meeting, JRFA investigated multiple rehabilitation alternatives including:

- Slip Lining;
- Centrifugally Cast Concrete Pipelining (CCCP); and
- Cured In Place Pipelining (CIPP).

Slip Lining involves inserting a new circular pipe inside the existing elliptical pipe and grouting the annular space between the two; such an approach would reduce the capacity of the culvert to an unacceptable level.

CCCP involves spraying cement mortar inside the existing pipe. Where rot exists, the rot requires repair prior to application of the mortar. The culvert dimensions (span is approximately 5 feet and rise is approximately 3 feet) require a laborer or team of laborers to enter the pipe to effect such repairs; this would likely drive the cost of the project up.

CIPP involves the insertion of flexible, resin-saturated tubes into the existing pipe, expanded with water or air pressure, and exposed to heat or ultraviolet light to cure. Curing can take five to 30 hours, depending on diameter. Structural liners can be designed that will bridge the rotten voids in the existing pipe.

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

Mr. Michael Simone, Superintendent
 Proposal for Engineering Services
 January 24, 2022
 Page 2

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

ITEM	UNIT QTY	ESTIMATED UNIT COST	ESTIMATED COST
Clean & Line Culvert	670 LF	\$750- \$1000.00	\$502,500 - \$670,000
Manhole Rehabilitation	4 Each	\$15,000.00	\$ 60,000.00
Bypass Pumping	60 Days	\$3,500.00	\$210,000.00
Maintenance & Protection Traffic	30 Days	\$3,500.00	<u>\$105,000.00</u>
SubTotal			\$877,500 - \$1,045,000
Contingency @ 20%			<u>\$175,500 - \$209,000.00</u>
Estimated Total Construction Cost			\$1,053,000 - \$1,350,000.00

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

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

SECTION 1 – PROPOSED SCOPE OF WORK

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

- 1.1 Conduct a survey of the existing drainage system, to include manhole locations, rim and invert elevations and Town owned parcel to be used for storage/bypass pumping
- 1.2 Develop detailed asbuilt plans and profiles of existing drainage system
- 1.3 Develop contract plans suitable for permit approval and bidding
- 1.4 Develop contract specifications suitable for permit approval and bidding. These specifications include, but are not limited to, the following:
 - 1.4.1 Front End, including General and Supplementary Conditions and Prevailing Wage Rates
 - 1.4.2 Technical Specifications
- 1.5 Prepare and submit permit applications. Permits and project coordination are expected to be required by the following agencies:
 - 1.5.1 New York State Department of Environmental Conservation
 - 1.5.2 New York City Department of Environmental Protection
- 1.6 Bid Assistance will include the following
 - 1.6.1 Advertisement
 - 1.6.2 Conduct pre-bid conference
 - 1.6.3 Issue clarifications/addenda
 - 1.6.4 Attend bid opening
 - 1.6.5 Bid tabulation and recommendation to award

- 1.7 Construction Services will include the following
 - 1.7.1 Conduct Pre-Construction Conference
 - 1.7.2 Shop drawing, schedule, and Contractor submittal review and approval
 - 1.7.3 Inspection and review of Contractor video of culvert and manholes
 - 1.7.4 Inspection of pipe/manhole lining and point repairs
 - 1.7.5 Accounting of unit quantities as installed by Contractor
 - 1.7.6 Processing of pay requisitions
 - 1.7.7 Conduct regular progress meetings
 - 1.7.8 Coordination with NYSDEC and NYCDEP

SECTION 2 - WORK BY OTHERS

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

SECTION 3 - ESTIMATED COSTS AND SCHEDULE

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

Survey @ 2%:	\$24,000.00
Design @ 7%	\$84,000.00
Permitting: DEC/DEP @ 1%	\$12,000.00
Bid @ 1%	\$12,000.00
Construction @7%	<u>\$84,000.00</u>
Total Estimated Engineering Costs:	\$216,000.00

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

SECTION 4 - PAYMENT SCHEDULE

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

The following costs will constitute a separate item for reimbursement:

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

SECTION 5 - ADDITIONAL SERVICES

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

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

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

REIMBURSABLES

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

These rates are guaranteed through December 31, 2022.

2/9/2022 WORK SESSION AGENDA ITEM #4

From: [Genna, Pat](#)
To: [Pasquerello, Anne](#)
Subject: 2/9/22 town board work session
Date: Wednesday, February 2, 2022 10:52:01 AM
Attachments: [img20220202_10500749.pdf](#)

Good Morning Anne,

The Office of Court Administration has requested that a copy of the court's audit report for the fiscal year ending December 31, 2021 and a copy of the Town Board's resolution acknowledging that the examination was conducted be emailed to jcasazza@nycourts.gov or mailed to the Chief Internal Auditor. Please be advised that our records were examined on January 31, 2022.

To ensure that our Judges are in compliance with the Uniform Justice Court Act Section 2019-a I would appreciate if one of the board members present the attached materials to Supervisor Cazzari and the Town Board Members at the February 9, 2022 work session. Once I receive a copy of the audit report along with the resolution I will forward them to the Chief Internal Auditor at the NYS Unified Court System.

Thank you,
Pat



Thomas J. Jacobellis
Town Justice

JUSTICE COURT
Town Of Carmel
Town Hall
60 McAlpin Avenue
Mahopac, New York 10541
Tel. 845-628-1500 Fax: 845-628-4550

Daniel M. Miller
Town Justice

To: Michael Cazzari, Supervisor
Carmel Town Board

Date: January 26, 2022

Pursuant to Uniform Justice Court Act Section 2019-a, it is the duty of every justice to present their records and docket, at least once a year, to the auditing board of the village or town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

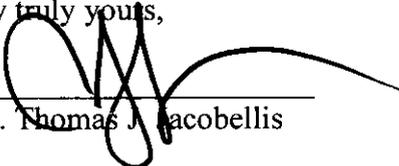
Consistent with Section 2019-a of the Uniform Justice Court Act, we hereby advise that the court's records and docket for the Carmel Justice Court for the Calendar Year 2021 will be presented for examination on January 31, 2022.

It is our understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, we will forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the Town as required by law. Such materials may be mailed to the following:

Internal Audit Services Unit
Attn: Joan Casazza
2500 Pond View, Suite LL01
Castleton-on-Hudson, NY 12033

In the alternative, such materials may be sent via email to jcasazza@nycourts.gov
Thank you.

Very truly yours,



Hon. Thomas J. Jacobellis



Hon. Daniel M. Miller

cc: Arielle Bryant, District Special Counsel.

State of New York
Unified Court System



Lawrence K. Marks
Chief Administrative Judge

Orig: Justice Court
cc: Justice Ct. Corre.

1/10 (g.t.)

25 Beaver Street
New York, N.Y. 10004
(212) 428-2100

January 5, 2022

Supervisor Kenneth Schmitt
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Dear Supervisor Schmitt:

Section 2019-a of the Uniform Justice Court Act requires that town and village justices annually provide their court records and dockets to the auditing board of the town, and that such records then be examined, and that fact be entered into the minutes of the board's proceedings.

The Unified Court System's Internal Audit office is responsible for monitoring town and village board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2021 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and the resolution to jcasazza@nycourts.gov or mail to Daniel Johnson, Chief Internal Auditor, NYS Unified Court System, 2500 Pond View, Suite LL01, Castleton-on-Hudson, NY 12033. Please respond by March 1, 2022.

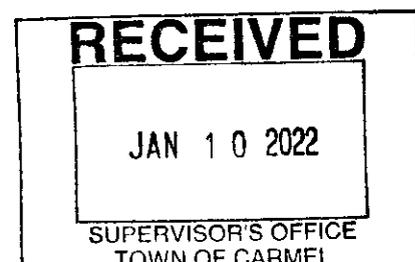
If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours,

A handwritten signature in cursive script that reads "Joan H. Casazza".

smw

c: Daniel Johnson, CPA
Joan Casazza, CIA





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>

2/9/2022 WORK SESSION AGENDA ITEM #5

DATE: January 3, 2022

MEMO TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Landscaping/Grass Cutting Service – February 3, 2022 Bid Opening

Bid specifications were provided to thirty-five (35) potential bidders. Six vendors picked up the bid package, and the following firms have submitted bids:

- 1) Lake Mahopac Landscaping and Lawn Care – Mahopac, NY
- 2) Kikos Landscaping and Masonry – Baldwin Place, NY
- 3) Greenway Property Services – Stamford, CT
- 4) Maple Leaf Associates - Putnam Valley, NY
- 5) Landwork Contractors Inc. – Baldwin Place, NY
- 6) A&D Service Group LLC – Yonkers, NY

Lake Mahopac Landscaping and Lawn Care was the lowest bidder, however please be aware we received neither a required bid bond or check from this vendor. The next lowest bid was received from Greenway Property Services who met all bid requirements. Greenway Property Services holds the current contract and provides outstanding service to the Town.

/ns

Grass Cutting Memo to TB 2022

Gilchrist, Jim

From: Spofford, Ann
Sent: Thursday, February 3, 2022 11:52 AM
To: Gilchrist, Jim
Cc: Greg Folchetti; Kallmeyer,Nina; Vara, Rob
Subject: Bid Opening - Landscaping and Grass-Cutting Services For Various Town of Carmel Park Facilities
Attachments: Legal Notice Grass-Cutting Services.pdf; Grass Cutting Services for Various TOC Facilities 2 3 2022.pdf; A & D Service Group LLC 2 3 2022.pdf; Greenway Properties Services 2 3 2022.pdf; Kikos Landscaping & Masonry 2 3 2022.pdf; Lake Mahopac Landscaping & Lawn Care 2 3 2022.pdf; Landwork Contractors Inc 2 3 2022.pdf; Maple Leaf Associates 2 3 2022.pdf

Good afternoon,

The above referenced bid opening was held in Meeting Room 1 at Town Hall today by Ann Spofford, Town Clerk, and witnessed by Alice Daly, Deputy Town Clerk, James Gilchrist, Director of Recreation and Parks and Nina Kallmeyer, Senior Recreation Leader.

With the bidders present in agreement, reading of the attached legal notice was waived. All bids received were opened, publicly read and recorded. I have attached herewith, a copy of the bid opening results and copies of the bids received. The original bids are on file in the office of the Town Clerk.

Bid specifications were provided to thirty-five (35) potential bidders.

Ann Spofford
Town Clerk
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541
Phone: 845.628.1500
Fax: 845.628.7434

*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.*

LEGAL NOTICE
ADVERTISEMENT FOR
BID

NOTICE IS HEREBY GIVEN that sealed bids will be received at the Office of the Town Clerk, Town of Carmel, 60 McAlpin Avenue, Mahopac, New York 10541, until 11:00 AM on February 3, 2022 at which time all bids will be publicly opened, read and recorded by the Town Clerk for the following:

GRASS-CUTTING
SERVICES FOR VARIOUS
TOWN OF CARMEL
FACILITIES

All bidders must comply with Section 103(a) and 103(d) of the General Municipal Law relating to non-collusive bidding and waiver of immunity against criminal prosecution.

Specifications may be obtained at the Office of the Town Clerk, at the above address beginning January 6, 2022 between the hours of 8:30 AM - 4:30 PM Monday through Friday.

Bid envelope shall be marked "BID" plus bid title.

The Town Board of the Town of Carmel reserves the right to reject any and all bids and abandon the proposal or may reject all bids and re-advertise at a future date.

By Order of the Town Board
of the Town of Carmel

Ann Spofford, Town Clerk

Grass Cutting Services For Various Town of Carmel Facilities For 2022-2026

Bid Opening: February 3, 2022 @ 11:00 AM

	Bidder's Name	Address	NCBC Attached	Bid Bond / Check	Rec of Addenda Ackn
1.	Lake Mahopac Landscaping + Lawn Care	245 Lakeshore Drive, Mahopac, NY 10541	✓	No.	✓
2.	Kikos Landscaping + Masonry	P.O. Box 397, Baldwin Place, NY 10505	✓	No.	No
3.	Greenway Property Services	95 Elmcroft Road, Stamford, CT 06902	✓	✓	✓
4.	Maple Leaf Associates	4 Morrissey Drive, Putnam Valley, NY 10579	✓	CK✓	No
5.	Landwork Contractors Inc	57 Route 6, Ste 208, Baldwin Place, NY 10505	✓	✓	✓
6.	A & D Service Group LLC	11 Sunny Slope Terrace, Yonkers, NY 10703	✓	No	✓
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

Grass Cutting Services For Various Town of Carmel Facilities For 2022-2026

Bid Opening: February 3, 2022 @ 11:00 AM

	Total for all locations 2022	Total for all locations 2023	Total for all locations 2024	Total for all locations 2025	Total for all locations 2026
Bidder # 1	49,950.00	49,950.00	49,950.00	49,950.00	49,950.00
Bidder # 2	77,250.00	79,567.50	81,954.90	81,954.90	81,954.90
Bidder # 3	64,350.00	64,350.00	67,320.00	67,320.00	69,750.00
Bidder # 4	235,867.50	242,943.60	250,232.10	257,739.00	265,470.03
Bidder # 5	89,700.00	93,150.00	94,950.00	100,200.00	102,750.00
Bidder # 6	116,880.00	116,880.00	119,217.60	119,217.60	122,601.80
Bidder # 7					
Bidder # 8					
Bidder # 9					
Bidder # 10					
Bidder # 11					
Bidder # 12					
Bidder # 13					
Bidder # 14					
Bidder # 15					

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 26, 2022

Re: Automatic Samplers at CSD#2

Inframark the operators for Carmel Sewer District #2 (CSD#2), have alerted the Engineering Department (Department) that two (2) automatic samplers used at CSD2 are not functioning properly and cannot be repaired.

Inframark requested and received the following quotes for replacing these units:

- HACH (American Sigma) - \$14, 352,30
- Dave Heiner Associates (Isco) \$14,959.01
- USA Blue Book \$16,232.20

This is a compliance issue as we will be unable to meet the required laboratory protocols as outlines in our State Pollution Discharge Elimination System (SPDES) Permit.

Per the attached there are sufficient funds in the equipment line and this expenditure was included as part of the 2022 budget. This Department recommends the purchase of the units at a cost of \$14,3532.30.

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: 1-24-22 (Revised 1-26-22)

Item requested: Qty. (2) Samplers

Purpose of item: Automatic sampler for 24-hour sampling; compliance related.

Estimated age of equipment to be replaced / repaired: about 8 years (May 2014)

Estimated life expectancy of new equipment / repair: about 10 years

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

Vendor #1:	Hach (American Sigma)	Cost: \$14,352.30
Vendor #2:	USA BlueBook	Cost: \$16,232.20
Vendor #3:	Dave Heiner Assoc. (Isco)	Cost: \$14,959.01



Be Right™

Quotation

Quote Number: 100732692v1

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 01/14/2022

Quote Expiration: 02/13/2022

TOWN OF CARMEL
TOWN HALL
60 MCALPIN AVE
MAHOPAC, NY 10541-2340

Name: Arthur Grippo
Phone: (845) 541-3904
Email: arthur.grippo@inframark.com

Customer Account Number : 011647
Customer Quote Reference: NY State Contract #PC67243

Sales Contact: Rudy Santavicca Email: anthonyrudy.santavicca@hach.com Phone: 914-703-8327

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	ASA.CXXX1X11XX	AS950 All Weather Sampler Bundle with 1 - 5.5 Gallon Bottle	2	7,176.15	14,352.30
				Grand Total	\$ 14,352.30

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FCA: Hach's facility

12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Sales Contact:

Name: Rudy Santavicca
 Title: Regional Sales Manager
 Phone: 914-703-8327
 Email: anthonyrudy.santavicca@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach’s compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach’s prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach’s Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** **None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer’s customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach’s obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.**

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach’s acceptance of Buyer’s order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

Dave Heiner Associates, Inc.

Phone: (973) 299-9990 Fax: (973) 299-9988

ITEM	QTY.	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	2	68-5800-001	5800 Refrigerated Sampler (115 VAC, 60 Hz). Includes control panel, refrigeration unit, distributor arm, and two pump tubes. To receive a complete system you must also order a bottle configuration kit and suction line with strainer.	\$7,047.00	\$14,094.00
2	2	685800011	1-bottle Configuration. Includes one polyethylene 20.5-liter (5.5 gallon) round bottle, two caps and two discharge tubes.	\$248.00	\$496.00
3	2	685800020	5800 refrigerated sampler multipurpose cable with 16 unterminated leads, 10 ft. (3 m).	\$128.00	\$256.00
4	2	Freight11	Refrigerators (5800, 6712FR, Optima, Dual, Premium, Explosion Proof)	\$534.00	\$1,068.00
OPTIONAL					
5		609004379	3/8 inch ID x 25 ft. long vinyl suction line with standard weighted polypropylene strainer. Includes tubing coupler.	\$140.00	
6			Note: You can reuse your old tubing if you want.		
7	1		Trade in discount 6.5%	(\$964.99)	(\$964.99)
8					
9					
10					
11					
12					
NOTE:				We will come out to assist with installation. We will also provide training. No additional cost.	
				TOTAL:	\$14,949.01

**Prices are exclusive of Federal, Local and State Taxes.
Estimated Shipping 10 to 14 weeks after receipt of approvals.**

Terms net 30 days to approved accounts. Orders subject to supplementary terms. Prices are FOB shipping point. Manufacturers standard terms and conditions apply. Prices valid for 60 days.

QUOTATION
HDSFM
D/B/A USABLUBOOK
PO Box 9004
Gurnee, IL 60031-9004
Toll free: 1-800-548-1234
Fax: (847) 689-3030

NO. 478379

Page 1

01/20/22

Ship-to: 1
CARMEL SEWER DISTRICT

11 OLD ROUTE 6
CARMEL NY 10512-2107
USA

Bill-to: 60780
CARMEL TOWN OF
TOWN HALL/ATTN DONNA
60 MCALPIN AVE
MAHOPAC NY 10541-2313
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
SM5363	02/16/22	CKA	NET 30	33	FXD/PPD	ESTES

QUOTED BY: CKA | QUOTED TO: ARTHUR GRIPPO

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
53379	AS950 All Weather Sampler, 115V 5.5gal(21L)Bottle, Top Heater SAMPLER 53379(ASA.CXXX2X11XX) INCLUDES THE FOLLOWING OPTIONS: AS950 AWRS Controller (ASA.CXXX) All-Weather Refrigerated Cabinet w/Top Heater (9503800) 21-Liter Polyethylene Bottle (6494) Composite Tube Support (8838) Retainer and Full Bottle Shut Off (8847) PVC Intake Hose 3/8in x 5/8 x 25ft (920) Strainer, Teflon & Stainless Steel (926) Motor freight contact is Arthur Gippo, 845-541-3904.	2	EA	8015.40	EA	16030.80
86086	AS950 Aux Input Cable, 25 ft 7-Pin Connector (8528501) This cable communicates from your flow meter to the sampler. This cable is also available in 9ft, stock #86085. If you need battery back-up add stock #28976. Estimated delivery is 5-6 weeks. ***Hach will apply a 12% surcharge to this quote upon invoicing***	1	EA	201.40	EA	201.40

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

CONTINUED

QUOTATION
 HDSFM
 D/B/A USABUEBOOK
 PO Box 9004
 Gurnee, IL 60031-9004
 Toll free: 1-800-548-1234
 Fax: (847) 689-3030

NO. 478379

Page 2

01/20/22

Ship-to: 1
 CARMEL SEWER DISTRICT

 11 OLD ROUTE 6
 CARMEL NY 10512-2107
 USA

Bill-to: 60780
 CARMEL TOWN OF
 TOWN HALL/ATTN DONNA
 60 MCALPIN AVE
 MAHOPAC NY 10541-2313
 USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
SM5363	02/16/22	CKA	NET 30	33	FXD/PPD	ESTES

QUOTED BY: CKA | QUOTED TO: ARTHUR GRIPPO

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
------	-------------	----------	----	-------	----	-----------

TO ORDER --
 For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABueBook.

Authorization Signature

PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
16232.20	.00	.00	200.00	16432.20

USE THIS QUOTE # ON PO's!

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: FW: 1-24-22 -- Request for Authorizing Resolution - CSD 2 - Samplers
Date: Monday, January 24, 2022 4:09:02 PM
Attachments: [1-14-22 -- CSD 2 - Sampler Quote - Hach.pdf](#)
[1-21-22 -- CSD 2 - Quote - Sampler - USA BlueBook.pdf](#)
[1-24-22 -- P.O. Request - CSD 2 - Sampler.docx](#)

Rich,

The samplers were included in the 20222 operating budget. There are sufficient funds for this purchase.

Donna Esteves

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

From: Harris, Carrie <Carrie.Harris@inframark.com>

Sent: Monday, January 24, 2022 3:08 PM

To: Esteves, Donna <de@ci.carmel.ny.us>; Franzetti, Richard <rjf@ci.carmel.ny.us>

Cc: Grippo, Arthur <arthur.grippo@inframark.com>; Batz, Michael <michael.batz@inframark.com>; Boyd, Diane <Diane.Boyd@inframark.com>; Brann, Thomas <thomas.brann@inframark.com>; Dries, Gabriel <Gabriel.Dries@inframark.com>

Subject: 1-24-22 -- Request for Authorizing Resolution - CSD 2 - Samplers

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

Good afternoon Richard and Donna,

Please find attached a request for Authorizing Resolution and quotes for CSD 2 for (2) Hach samplers. Please let me know if you need any additional information. Thank you very much for your consideration.

Best Regards,

Carrie

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: February 2, 2022

Re: Emergency Repairs/Services

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

- Carmel Water District 3 ~ Well 5 Generator

Around November 13, 2021 the generator for Well 5 in CWD 3 had failed and could not be repaired.

The following is a brief summary of the actions taken by this Department

- Mobilized and arranged to have the portable Town Hall Baldor unit connected at this site. Note that Well 5 is main producing well for CWD 3.
- Requested and received quote of \$32,069.00 for a replacement unit.
- Placed an insurance claim and on December 13, 2021 were made aware that we would be reimbursed \$27,069.00 for this unit.
- Once the funds were received placed the order for the replacement generator.
- Arranged to have the unit installed. This was completed January 25, 2022.

The total replacement cost of the generator for CWD3 was \$32,069.00. This cost included removal of the old generator and installation of the new generator. Payment from NYMIR has been received in the amount of \$27,069 and has already been applied back to the district. Therefore the total "out of pocket" cost to the district was \$5,000, which meets the emergency purchasing requirement threshold per the TOC procurement policy.

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

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 26, 2022

Re: CSD# 5 Notice of Violation/WWTP Upgrade Facility Report

On November 6, 2015 the New York State Department of Environmental Conservation (NYSDEC) issued a Notice of Violation (NOV) to the Town (attached). The NOV cited failure to meet both concentration-based and load-based ammonia (NH₃) limits in the WWTP effluent.

As a matter of background, you will recall that in 2009 the NYSDEC issued an unsolicited modification to the SPDES Permit for this facility and the permit was modified to include limitations on the concentration of NH₃ contained in the plant effluent. The original plant had not been designed to treat for NH₃, failure to meet the permit limitations constituted a violation of the SPDES permit. That failure finally occurred in the summer of 2015, and accordingly the NYSDEC issued a NOV in November.

The Town Supervisor and Town Engineering Department attended a meeting with the NYSDEC on January 14, 2016 to determine a compliance schedule for report, design and construction of an appropriate upgrade to allow the plant to meet the modified permit criteria. At that time the Town retained JRFA to develop a Facility Plan to meet the draft compliance schedule.

While this facility plan has been being developed the NYSDEC issued the Order on Consent (OOC) in June 2019 and the Town signed it on July 3rd of this year. The OOC contains requirements that were not originally identified in January 2016 meeting and are not part of the current scope of work for JRFA.

Subsequent to the signing of the OOC and the 2020 submittal of its facility plan to meet those requirements, the DEC issued another round of proposed permit modification. In accordance with the DEC's Environmental Benefit Permit Strategy, the permit was modified to include revisions to all existing permit limits (except flow), as well as the addition of limits on the concentration of phosphorus and dissolved oxygen contained in the plant effluent. The December 2021 modification extends the deadline for submitting an approvable engineering report to July 2022 and for completing construction of the plant to October 2025. The scope of services outlined in the attached proposal includes updating the facility plan at a cost of \$13,500.00 and the plant design, regulatory approvals, bid services and construction administration at 15% of the construction cost.

The Town Comptroller has been consulted and confirms that the Repair Reserve and Fund Balances are adequate to cover the expense of the Facility Plan. The Department recommends approval of the JRFA proposal.

Tel: (845) 628-1500 Fax: (845) 628-7085 email rjf@ci.carmel.ny.us

January 24, 2022

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

**RE: AMENDED CONTRACT FOR ENGINEERING DESIGN SERVICES
CARMEL SEWER DISTRICT No. 5**

Dear Supervisor Cazzari:

Pursuant to the December 2021 modification to the 2019 Order on Consent (OOC) for the referenced facility, we submit our amended proposal for the referenced project. Subsequent to the signing of the OOC and the 2020 submittal of its facility plan to meet those requirements, the DEC issued another round of proposed permit modifications. In accordance with the DEC's Environmental Benefit Permit Strategy, the permit was modified to include revisions to all existing permit limits (except flow), as well as the addition of limits on the concentration of phosphorus and dissolved oxygen contained in the plant effluent. The December 2021 modification extends the deadline for submitting an approvable engineering report to July 2022 and for completing construction of the plant to October 2025. To date, the Town has retained JRFA to develop a Facility Plan to meet the draft compliance schedule. What follows is a proposal to meet this modified schedule.

SECTION 1 - BACKGROUND PROPOSED SCOPE OF WORK

SECTION 2 - PROPOSED SCOPE OF WORK

SECTION 3 - WORK BY OTHERS

SECTION 4 - ESTIMATED COSTS AND SCHEDULE

SECTION 5 - PAYMENT SCHEDULE

SECTION 6 - ADDITIONAL SERVICES

SECTION 1 – BACKGROUND PROPOSED SCOPE OF WORK

The original engineering tasks included in our September 2016 contract are as follows:

- Evaluate Existing U/P Sizing for Compliance with 1997 10 State Standards
- Document and Evaluate Current Operation and Maintenance Standard Operating Procedures
- Evaluate Existing U/P Sizing for Compliance with 2014 10 State Standards
- Evaluate sampling data
- Evaluate existing sand filter in accordance with DEC guidance
- Identify applicable standard for upgrade criteria

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

- Evaluate existing sand filter in accordance with DEC guidance
- Identify applicable standard for upgrade criteria
- Develop 10 State Standard Compliant Facility Plan, including the following:
- Coordination with NYSDEC and PCDOH

The additional tasks directed by the 2019 OOC were as follows:

- Evaluate existing unit process controls to optimize primary and secondary treatment performance
- Discuss design considerations for future WWTP upgrades, including an evaluation of the need for replacement of the existing primary and secondary treatment processes
- Discuss design considerations for future collection system upgrades, including televising the sewers and evaluating the video for infiltration/inflow

These tasks were completed upon the submission of the required Facility Plan in June 2020.

SECTION 2 – PROPOSED SCOPE OF WORK

The immediate additional tasks required by the 2021 modification are as follows:

- 2.1 Submit a revised approvable Engineering Report with an Implementation Schedule by July 1, 2022
 - 2.1.1 This task involves repeating the following tasks from the original proposal:
 - 2.1.1.1 Initial Treatment Alternative Development
 - 2.1.1.2 Detailed Treatment Alternative Evaluation
 - 2.1.1.3 Cost Estimation, Final Project Selection and Recommendation
 - 2.1.1.4 Coordination with NYSDEC, PCDOH and Town

Tasks required to complete construction by the 2025 deadline include the following:

- 2.2 Plant design
 - 2.2.1 Geotechnical investigation
 - 2.2.2 Unit process design
 - 2.2.3 Structural design
 - 2.2.4 Mechanical/Electrical/Plumbing (MEP) design
- 2.3 Regulatory Agency approvals
 - 2.3.1 NYSDEC
 - 2.3.2 PCDOH
- 2.4 Bid
- 2.5 Construction Administration

SECTION 3 – WORK BY OTHERS

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

SECTION 4 – ESTIMATED COSTS AND SCHEDULE

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

	Level of Effort	Estimated Cost
Task 2.1.1.1	14 MH	\$ 2,300.00
Task 2.1.1.2	20 MH	\$ 3,900.00
Task 2.1.1.3	24 MH	\$ 5,500.00
Task 2.1.1.4	<u>10 MH</u>	<u>\$ 1,800.00</u>
Estimated Total:	68	\$13,500.00

The costs for JRFA to complete Tasks 2.2 through 2.5 are estimated at fifteen percent (15%) of construction cost. Design and construction costs are dependent on the final project selection will be confirmed in the Facility Plan.

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

JRFA can commence work on Task 2.1 immediately upon Notice to Proceed. In accordance with the OOC, the Facility Plan will be delivered to the DEC prior to July 1, 2022.

SECTION 5 – PAYMENT SCHEDULE

We will bill you monthly as the work progresses; payment is expected within 30-days of receipt of our invoices. We reserve the right to discontinue or suspend work if outstanding invoices exceed 45 days. The following costs will constitute a separate item for reimbursement:

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

SECTION 6 – ADDITIONAL SERVICES

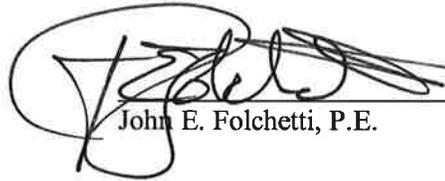
Any work not identified herein is specifically excluded. JRFA will provide the Owner with an estimated cost for completing any additional services tasks prior to executing the work.

Hon. Michael Cazzari, Supervisor
Proposal for Engineering Services
January 24, 2022
Page 4

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

Very truly yours,

ENGINEER



25 JAN 2022
John E. Folchetti, P.E. Date

**OWNER or
AUTHORIZED SIGNATURE**

Signature Date

JEF/jac
Attachment

Cc: PJP
File

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

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

REIMBURSABLES

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

These rates are guaranteed through December 31, 2022.

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#); [Maxwell, Mary Ann](#)
Subject: RE: 01-26-2022 - CSD 5 - Funds for Order on consent
Date: Wednesday, January 26, 2022 1:46:37 PM

Rich,

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

Donna Esteves

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

From: Franzetti, Richard
Sent: Wednesday, January 26, 2022 12:15 PM
To: Esteves, Donna <de@ci.carmel.ny.us>; Maxwell, Mary Ann <mam@ci.carmel.ny.us>
Subject: 01-26-2022 - CSD 5 - Funds for Order on consent

Donna

Are there sufficient funds in the budget for this additional work? [\\$13,500.00 for the facility plan update.](#)

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

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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 27, 2022

Re: CSD #4 – CMF Feed Pump

Inframark the operators for Carmel Sewer District 4 (CSD 4) have advised the Engineering Department (Department) that the microfiltration system does not have redundancy of the feed pumps at the facility. Currently only two (2) of the four (4) pumps at the microfiltration plant are currently operational. Typically, the system will intermittently operate on 2 pumps, and a redundant feed pump is needed so as to maintain SPDES compliance.

As an FYI these projects were completed as a Regulatory Upgrade and were financed through NYS EFC by New York City.

Inframark has advised this Department that this is the only manufacturer of this pump for this system. This Department therefore considers this particular manufacturer to be a sole source.

Inframark has received the attached quote from Emmons Metro LLC, in the amount of \$13,446.00. It should be noted that 50% of this cost will be reimbursed to the Town of Carmel (Town) by NYCDEP under the terms of the contract between the Town and NYCDEP.

Inframark has indicated that this equipment is ~ 10-12 years old and that expected life expectancy of the equipment is ~10 years.

Per the attached there are sufficient funds in the budget

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

TOWN OF CARMEL
ENGINEERING
REQUEST FOR PURCHASE OR REPAIR

District: CSD 4 CMF

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

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

Date of Request: 1-6-22 Recommend Authorizing Resolution from the Town Board

Item requested: Replacement feed pump for microfiltration building.

Purpose of item: This is one of 4 pumps used to convey the waste water stream to a membrane filtration system. At this time, only 2 of the 4 pumps are operational. Typically, the system will intermittently operate on 2 pumps, so we currently don't have any redundancy. We'd like to replace at least one of the pumps as soon as possible to ensure we have a backup.

Estimated age of equipment to be replaced / repaired: Believed to be 12 plus years old.

Estimated life expectancy of new equipment / repair: 10-12 years

Labor cost for installation and/or repair: Approx. 8 hours (\$1,360.00)

Vendor #1:	Emmons Metro LLC	Cost:	\$13,446.00
Vendor #2:	Sole Source	Cost:	
Vendor #3:		Cost:	

Item number	: 006	Size	: Hydromatic-H4QP/H4QXP
Service	:	Stages	: 1
Quantity	: 1	Based on curve number	: SUB_S_PE_AH_00007_C_4
Quote number	: Quote	Date last saved	: 27 Dec 2021 2:47 PM

Operating Conditions

Flow, rated	: 360.0 USgpm
Differential head / pressure, rated (requested)	: 110.0 ft
Differential head / pressure, rated (actual)	: 112.3 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1750 rpm
Impeller diameter, rated	: 10.88 in
Impeller diameter, maximum	: 12.00 in
Impeller diameter, minimum	: 9.00 in
Efficiency	: 53.91 %
NPSH required / margin required	: - / 0.00 ft
nq (imp. eye flow) / S (imp. eye flow)	: 27 / - Metric units
Minimum Continuous Stable Flow	: 104.7 USgpm
Head, maximum, rated diameter	: 149.7 ft
Head rise to shutoff	: 36.06 %
Flow, best eff. point	: 599.8 USgpm
Flow ratio, rated / BEP	: 60.02 %
Diameter ratio (rated / max)	: 90.63 %
Head ratio (rated dia / max dia)	: 77.88 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids diameter limit	: 3.00 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

Material selected	: Standard
-------------------	------------

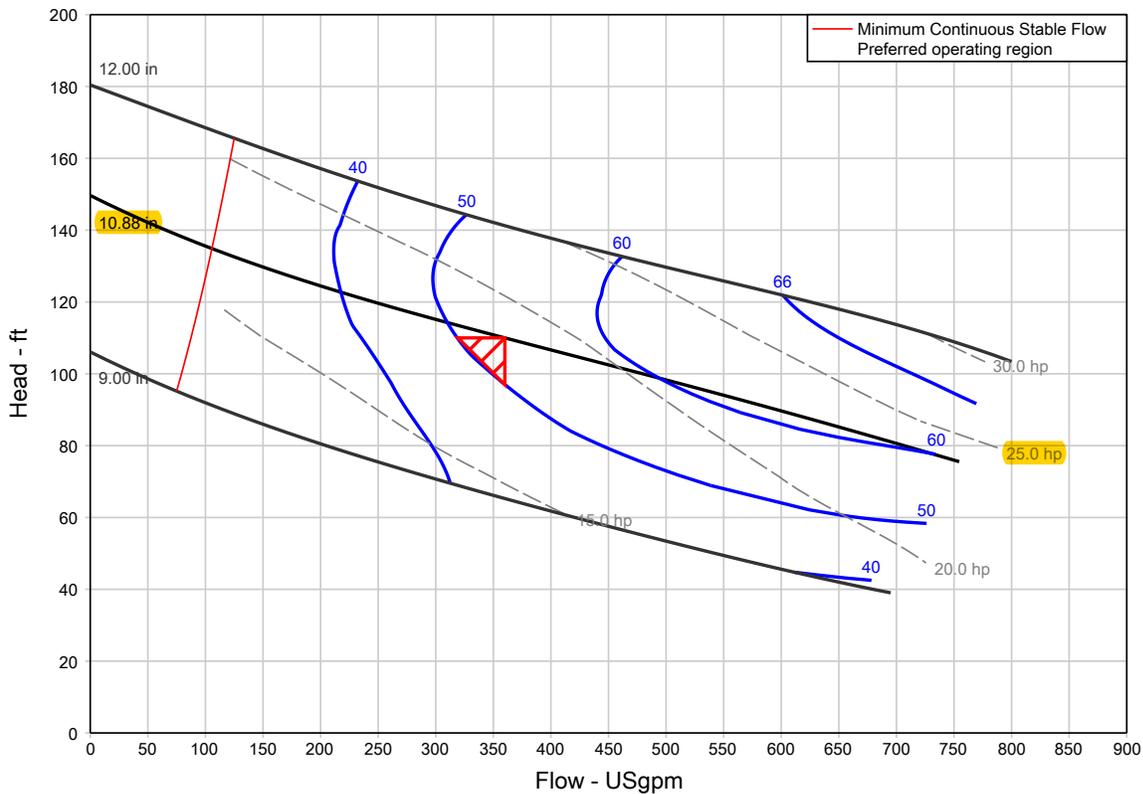
Pressure Data

Maximum working pressure	: 64.77 psi.g
Maximum allowable working pressure	: N/A
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@ Max density)

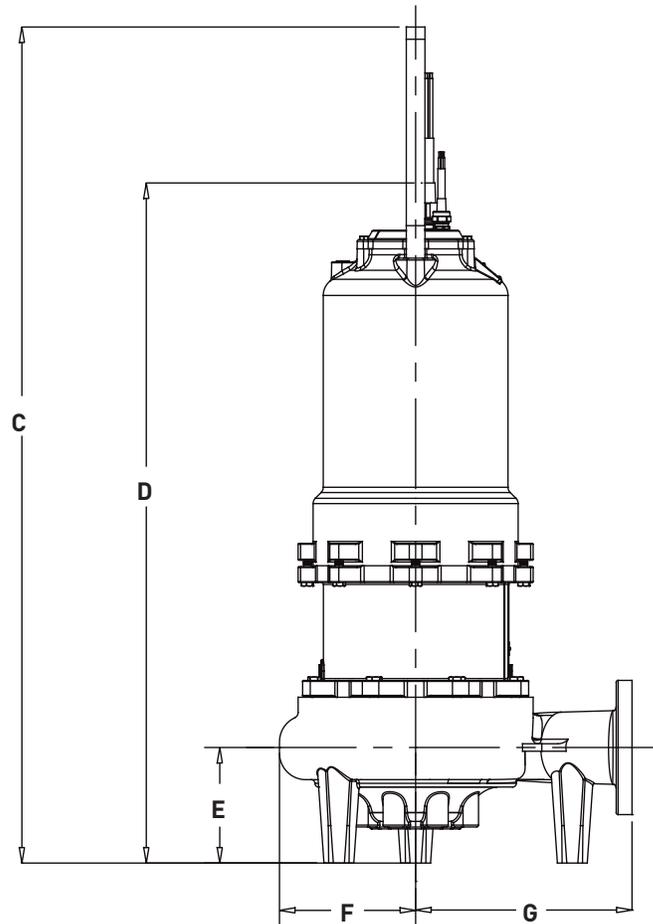
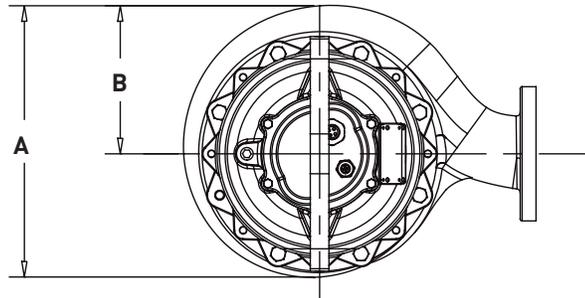
Driver sizing specification	: Maximum power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 10.00 hp
Power, rated	: 18.54 hp
Power, maximum, rated diameter	: 24.15 hp

Minimum recommended motor rating : 25.00 hp / 18.64 kW



Dimensional Data – H4Q(X)P

FRAME SIZE: **250**



	A	B	C	D	E	F	G
H4Q(X)P	18.29	9.98	56.06	45.61	7.75	9.13	14.50

ALL DIMENSIONS IN INCHES
 NOTE: CASTING DIMENSIONS MAY VARY $\pm 1/8"$

Electrical Data – S4K(X)P/H4Q(X)P/C4H(X)P

MODEL: S4K(X)P/H4Q(X)P/C4H(X)P - Hydromatic® Premium Efficient (HPE) Submersible Solids Handling Pump

R.P.M.	1750			
MOTOR TYPE	ENCLOSED, OIL COOLED INDUCTION, VFD SUITABLE			
MOTOR DESIGN NEMA TYPE	A (3ø)			
GENERAL INSULATION CLASS	H			
STATOR WINDING CLASS	H			
MAXIMUM STATOR TEMPERATURE RATING	356°F (180°)			
MOTOR PROTECTION	BI-METALLIC, TEMPERATURE SENSITIVE DISC, SIZED TO OPEN AT 130°C AND AUTOMATICALLY RESET @ 93–71°C DIFFERENTIAL, THREE IN SERIES			
ELECTRICAL RATINGS	HEAT SENSOR	24VDC 5AMPS	115VAC 5AMPS	230VAC 5AMPS
	SEAL FAIL	300VAC 5mA		
VOLTAGE TOLERANCE	±10%			

HP	VOLTAGE	PHASE	NEC CODE	SF	FULL LOAD AMPS	SF AMPS	LOCKED ROTOR AMPS	RUN KW	START KVA	RUN KVA	NEMA REQ. PREMIUM EFFICIENCY @ FL	MTR. EFF. 100% FL	MTR. EFF. 75% FL	MTR. EFF. 50% FL	MTR. EFF. @ SF	PWR. FACT. @ SF	PWR. FACT. 100% FL	PWR. FACT. 75% FL	PWR. FACT. 50% FL
20	208	3	K	1.3	60.2	72.1	402	18.1	160.0	21.6	93	*93	*92	*90	*92	0.85	0.833	0.8	0.74
	230				54.4	65.2	402												
	460				27.2	32.6	201												
	575				21.8	26.1	157												
25	208	3	H	1.3	75.2	88.5	402	23.5	160.0	27.1	93.6	*93.6	*92	*90	*92	0.85	0.854	0.82	0.78
	230				68	80	402												
	460				34	40	201												
	575				27.2	32.0	157												
30	230	3	G	1.3	80.2	96.2	434	26.6	172.7	31.9	93.6	*93.6	*92	*90	*92	0.836	0.856	0.851	0.82
	460				40.1	48.1	217												
	575				32.1	38.5	178												
40	460	3	H	1.3	54.7	63.7	345	34.5	274.6	43.5	94.1	*94.1	*93	*91	*93	0.842	0.842	0.82	0.75
	575				43.8	51.0	265												

*Motor Efficiency does not include seal and oil losses per IEC60034-30 5.1.3 Full Load Amps and Service Factor Amps do include these losses

Technical Data – H4Q(X)P

**MODEL: H4Q(X)P - Hydromatic® Premium Efficient (HPE)
Submersible Solids Handling Pumps****Physical Data:**

DISCHARGE SIZE	4"
SOLIDS SIZE	3"
IMPELLER TYPE	BALANCED, ENCLOSED, MONOVANE
CABLE LENGTH	35' STANDARD WITH OPTIONAL QUICK CHANGE CONNECTOR 50', 75', 100' OPTIONAL WITH OPTIONAL QUICK CHANGE CONNECTOR
PAINT	PAINTED AFTER ASSEMBLY. DARK GREEN, WATER REDUCIBLE ENAMEL, ONE COAT, AIR DRIED.

Temperature:

MAXIMUM LIQUID	104° F LABELED/140° F UNLABELED
MAXIMUM STATOR	356° F (180° C)
OIL FLASH POINT	309° F
HEAT SENSOR	OPEN: 275° F MAX./257° F MIN. CLOSED: 204° F MAX.

Technical Data:

MOTOR	PREMIUM EFFICIENT NEMA MG1, IEC 60034 -30 LEVEL IE3	
POWER CORD TYPE	W OR SOOW, WATER RESISTANT, 600V, 90° C	
SENDER CORD TYPE	SOOW, 18-5, WATER RESISTANT, 600V, 90° C, 5.5 AMPS	
MATERIALS OF CONSTRUCTION	MOTOR HOUSING	CAST IRON ASTM A-48 CLASS 30
	CASING	CAST IRON ASTM A-48 CLASS 30
	IMPELLER	DUCTILE IRON ASTM A-536 CLASS 65
	CASING WEAR RING	BRONZE ASTM B-584-836 ALLOY 115
	MOTOR SHAFT	416 STAINLESS STEEL
	HARDWARE	300 SERIES STAINLESS STEEL
	O-RINGS	NITRILE
MECHANICAL SEALS	STANDARD UPPER - SIC TYPE 2100, LOWER - SIC TYPE 2 OPTIONAL CARTRIDGE SEAL	
UPPER BEARING	(RADIAL) SINGLE ROW - BALL	
LOWER BEARING	(THRUST) DOUBLE ROW, ANGULAR CONTACT - BALL	

HYDROMATIC® HPE SERIES

COOL.
EVEN UNDER
PRESSURE.

**RUNS 40°C COOLER
THAN COMPETITION**

**UP TO \$6000 ANNUAL
ENERGY SAVINGS**

**LOWER MAINTENANCE
COSTS**



HYDROMATIC® HPE SERIES

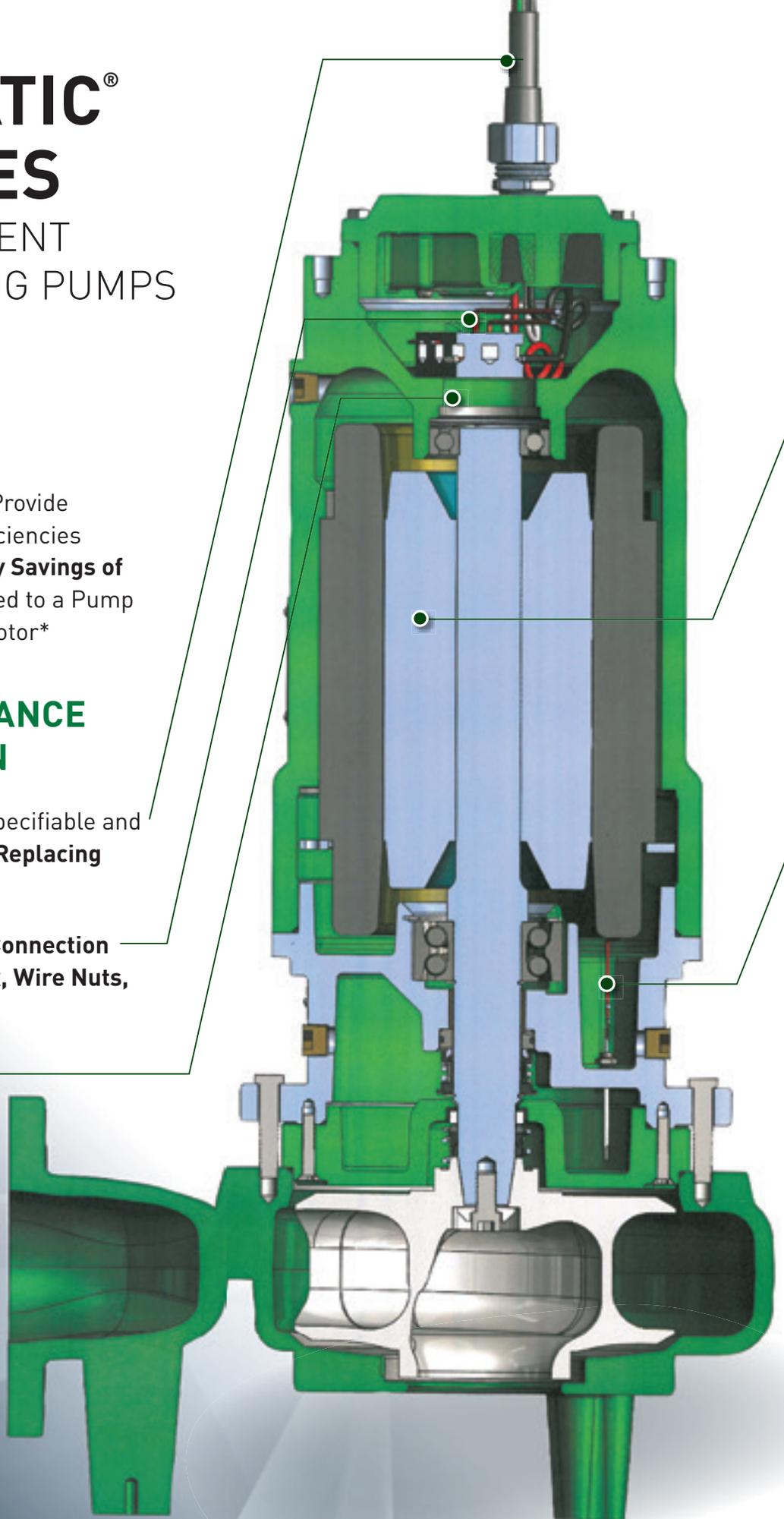
PREMIUM EFFICIENT
SOLIDS HANDLING PUMPS

LOWER COST OF OWNERSHIP

- Premium Efficient Motors Provide Superior Wire to Water Efficiencies **Resulting in Annual Energy Savings of up to \$6000** When Compared to a Pump with a Standard Efficient Motor*

EASE OF MAINTENANCE AND INSTALLATION

- Quick Disconnect Cord is Specifiable and Field Serviceable – **Avoids Replacing Entire Cord Cap**
- Terminal Block – **Positive Connection Eliminates Connection Box, Wire Nuts, Crimp Connectors**
- **Maintenance Free,** Permanently Lubricated Bearings
- **Hazardous Location Construction Standard**
- Seal and Quick Disconnect Cord Replacements will **NOT** void FM/CSA Certification



LONGER PUMP LIFE

- Non-Toxic Oil Filled Motor for Superior Heat Transfer and Decreased Operating Temperature **Runs up to 40°C Cooler Than Competitive Premium Efficiency Air Cooled Motors for Longer Life**
- Continuous Duty Rated Motor, Class H, VFD Rated
- **Seal Leak Detection** – True Early-Warning System, Housed in Seal Chamber to Alert of Liquid Intrusion into Outboard Seal
- **Industry First Shaft Grounding Option for VFD** – Prevents Premature Bearing Failure
- Condition Monitoring – Optional Bearing Temperature Monitor

***Based on:**

- Condition point of 6000 GPM at 60.5 feet of head
- Standard efficient S12L = 139,500 watts and 201.73 amps
- Premium efficient S12LXP = 126,800 watts and 179.77 amps
- Average run time per day = 10 hours
- Average price per KW/hour = \$0.13

HYDROMATIC HPE BEATS THE COMPETITION

FEATURES	HYDROMATIC HPE	COMPETITION
Superior Cooling	✓ Oil-Filled Motor	✗ Air-Filled Motor
Continuous Bearing Lubrication	✓ Continuously Oil Lubricated Maintenance Free Bearings	✗ Grease Packed Bearings That Require Yearly Maintenance
Superior Motor Moisture Protection	✓ Seal Leakage Detection Probes in Lower Seal Chamber	✗ Probes in Motor Housing
Superior Bearing Protection	✓ Optional Shaft Grounding Ring	✗ No Option for Shaft Grounding
Ease of Service	✓ Optional Quick Change-Out Cable Assembly	✗ Quick Change-Out Cables Not Available



QUICK DISCONNECT CABLE

- Easy cord replacement in the field
- Pin and socket joint prevents oil from wicking, vulcanized rubber around the wire acts as a secondary block against moisture



TERMINAL BLOCK*

- Superior electrical connection without the need for wire nuts and crimp connectors
- Reusable. No need to cut wires for service



SHAFT GROUND RING

- Proprietary conductive filaments provide a low impedance path to ground
- Protects the bearings from premature failure caused by VFD induced currents



DOUBLE ROW ANGULAR CONTACT BEARINGS

- Absorbs harmful thrust transfer up the motor stack, ensuring positive location of the rotor in the stator
- B10 life of 50,000 hours over the entire operating range for longer times between service calls



CARTRIDGE SEAL

- Robust, balanced seal design offers longer service life
- Reduces risk of improper installation and premature seal failure
- Faster installation saves labor cost (select models only)



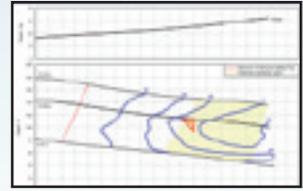
MECHANICAL SEALS

- Type 2100 inboard for durability, less drag and ease of installation
- Type 2 outboard for a wide range of service conditions and reducing downtime
- Silicon carbide as standard, tungsten carbide as option

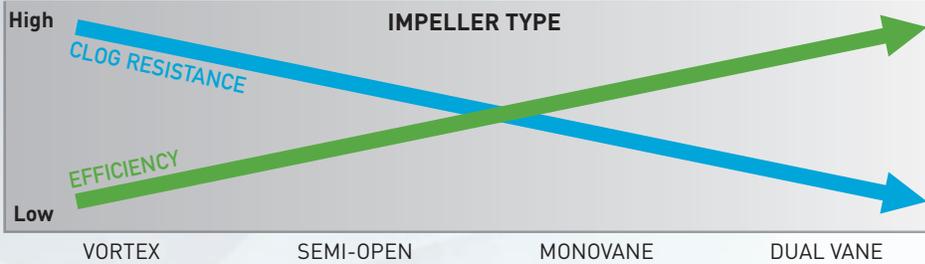
* Terminal block featured on 210 frame pumps, and select 460 volt and 575 volt pumps 250 frame and larger.

CHOOSING THE RIGHT HPE PUMP

1 Use the online Pump selection tool at www.Hydromatic.com to identify pumps that meet flow and head requirements



2 Choose the right pump based on efficiency and solids handling needs



NEW!
Chopper Pump
C4S(X)P
C4H(X)P



MODEL	DISCHARGE	IMPELLER	MOTOR FRAME	HORSEPOWER			
				870 RPM	1150 RPM	1750 RPM	3450 RPM
H3H(X)P	3"	Monovane	210			7.5-15	
H4H(X)P	4"	Monovane	210			7.5-15	
S4M(X)P	4"	Dual Vane	210		3-5	5-15	
S4MV(X)P	4"	Vortex	210		3-5	5-15	
S4P(X)P	4"	Dual Vane	210			5-15	
S4HV(X)P	4"	Vortex	210				7.5-15
C4S(X)P	4"	Semi-open	210		3-5	7.5-15	
C4H(X)P	4"	Semi-open	250			20-40	
H4Q(X)P	4"	Monovane	250/280			20-50	
S4K(X)P	4"	Dual Vane	250/280			20-50	
S4B(X)P	4"	Dual Vane	250/280	5-7.5	7.5-15	20-50	
S4L(X)P	4"	Dual Vane	250/280	5-7.5	7.5-15	20-50	
S4LV(X)P	4"	Vortex	250/280	5-7.5	7.5-15	20-50	
S4T(X)P	4"	Dual Vane	320/360			75-150	
S6L(X)P	6"	Dual Vane	250/280	5-7.5	7.5-15	20-50	
S6A(X)P	6"	Dual Vane	250/280	5-7.5	7.5-15	20-50	
S8F(X)P	8"	Dual Vane	250/280	5-7.5	7.5-15	20-50	
S8LA(X)P	8"	Dual Vane	320/360			75-150	
S8L(X)P	8"	Dual Vane	320/360	20-25	40-60	75-150	
S12L(X)P	12"	Dual Vane	320/360	20-40	40-75	75-150	

3 Choose your Options

CORD	SEALS	WEAR RINGS	PAINT	OTHER
<input type="checkbox"/> STANDARD or <input type="checkbox"/> QUICK DISCONNECT	<input type="checkbox"/> STANDARD MECHANICAL or <input type="checkbox"/> CARTRIDGE	<input type="checkbox"/> VOLUTE WEAR RING or <input type="checkbox"/> IMPELLER WEAR RING	<input type="checkbox"/> Standard <input type="checkbox"/> Coal Tar Epoxy <input type="checkbox"/> Polyamide Epoxy <input type="checkbox"/> Phenalkamine Epoxy	<input type="checkbox"/> Shaft Ground Ring (for VFD) <input type="checkbox"/> Bearing Temperature Monitor
LENGTH <input type="checkbox"/> 35' <input type="checkbox"/> 50' <input type="checkbox"/> 75' <input type="checkbox"/> 100'	MATERIAL <input type="checkbox"/> Silicon Carbide (standard) <input type="checkbox"/> Silicon Carbide/Fluorocarbon <input type="checkbox"/> Tungsten Carbide/Nitrile <input type="checkbox"/> Tungsten Carbide/Fluorocarbon	MATERIAL <input type="checkbox"/> Standard <input type="checkbox"/> 304 SST <input type="checkbox"/> 410 SST <input type="checkbox"/> Bronze		

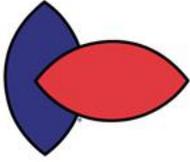


1101 MYERS PARKWAY, ASHLAND, OH 44805 WWW.HYDROMATIC.COM
PH: 855-274-8948

VISIT OUR WEBSITE AT 
www.HydromaticHPE.com



Because we are continuously improving our products and services, Pentair reserves the right to change specifications without prior notice.



Emmons Metro LLC
 453 N Pearl St
 Menands, NEW YORK, 12204-1508
 Phone: 518-694-0404
 Web: www.emmonspump.com

Quote

Order No.: QT001202
Order Date: 12/27/2021
Delivery Date: 12/27/2021
Customer ID: NY002703
Currency: USD

BILL TO:		SHIP TO:	
Town of Carmel 60 McAlpin Ave. Engineering Department Mahopac NY 10541 United States of America Attn: Engineering Department		Town of Carmel 11 Old Route 6 Carmel NY 10512 United States of America Attn: Engineering Department	
CUSTOMER P.O. NO.	TERMS	CONTACT	
Town Of Carmel - Sewer District # 4	Net 30	Emmons, Trent, temmons@emmonspump.com	
FOB POINT	SHIPPING TERMS	SHIP VIA	
Factory	Freight Included in Price	Best Way	

NO.	ITEM	QTY.	UOM	PRICE	DISC.	EXTENDED PRICE
1	H4QP2500M4-4 (52853-006-7) HYDROMATIC - SUBMERSIBLE SEWAGE PUMP, 25 HP, 460/3/60, 1750 RPM, PREMIUM EFFICIENT MOTOR, 35' CORDS NOTE: ** 10.88" Impeller ** Primary COS: 360 GPM @ 110' TDH Secondary COS: 700 GPM @ 80' TDH	1.0000	EACH	13,446.0000	0%	13,446.00

NOTE: - Esimated lead time is 6-8 weeks.	Sales Total: 13,446.00
- Shipping charges are included.	Freight & Misc.: 0.00
	Less Discount: 0.00
	Tax Total: 0.00
	Total (USD): 13,446.00

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: FW: 1-6-22 -- CSD 4 CMF - Feed Pump - Recommendation for Board Authorizing Resolution
Date: Wednesday, January 26, 2022 4:18:02 PM
Attachments: [1-6-22 -- P.O. Request - CSD4 CMF - Feed Pump.docx](#)
[12-27-21 -- CSD4 CMF - H4QP-H4QXP PERFORMANCE DATA SHEET.pdf](#)
[12-27-21 -- CSD4 CMF - HPE Series Brochure.pdf](#)
[12-27-21 -- CSD4 CMF - Quote Feed Pump - Emmons.pdf](#)

Rich,

There are sufficient funds in the operating budget for this request. Can you get it on the next available work session for authorization?

Thanks,

Donna Esteves

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

From: Harris, Carrie <Carrie.Harris@inframark.com>
Sent: Thursday, January 6, 2022 9:57 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>; Esteves, Donna <de@ci.carmel.ny.us>
Cc: Batz, Michael <michael.batz@inframark.com>; Brann, Thomas <thomas.brann@inframark.com>; Boyd, Diane <Diane.Boyd@inframark.com>; Grippo, Arthur <arthur.grippo@inframark.com>; Beardsley, David <david.beardsley@inframark.com>; Tetto, Frank <Frank.Tetto@inframark.com>; Dries, Gabriel <Gabriel.Dries@inframark.com>
Subject: 1-6-22 -- CSD 4 CMF - Feed Pump - Recommendation for Board Authorizing Resolution

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

Good morning Richard and Donna,

Please see attached a recommendation for an Authorizing Resolution from the Town Board for a replacement feed pump for CSD 4 CMF. This is a sole source item. Please see further explanation, quote and brochures attached. Please let me know if you need any additional information.

Thank you very much!

Carrie

Carrie Harris | Administrative Assistant





TOWN OF CARMEL POLICE DEPARTMENT

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

ANTHONY HOFFMANN
CHIEF OF POLICE

MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: Emergency Procurement Request – Vehicle
DATE: January 25, 2022

As I have previously advised the board, we have been experiencing extensive delays in receiving vehicles that we have ordered in early spring of 2021. In particular, for our order of a Jeep Cherokee for our Detective Division, we were advised by the dealer that we would take delivery of the vehicle in June 2021, then October, December, and finally earlier this month we received word that the dealer now has no idea when the vehicle will be built. As a result of this repeated misleading information I have canceled the order for the Jeep Cherokee.

As a result of this, our detectives are utilizing a spare CPD vehicle for everyday use. This vehicle, CPD # 313, is a 2013 Chevrolet Tahoe with 93,000+ miles. This is high mileage for a typical use police vehicle. This vehicle has required repeated service recently and is currently out of service needing approximately \$1,500. in additional repairs. This vehicle is also used to tow our Marine Unit's boat, and our Firearms Unit's training trailer to local shooting ranges for department training.

Our staff has been in contact with government fleet providers for the major vehicle manufacturers and there are no in stock government contract vehicles fitting our needs. For new vehicle orders conservative lead times are being reported at an area of six months. We have located a few local dealers with used or new-old stock (2021) vehicles that would fit our needs as a detective vehicle and the ancillary duties of towing our boat and trailers. One new vehicle (a 2021 Ford F-150) in question has been inspected by our staff and meets our requirements, is in good condition, and is sufficiently covered by factory warranty.

Therefore I request authorization for an Emergency Procurement under the Town of Carmel Procurement Policy Section VI. This procurement will be for a 2021 Ford F-150 Pick-up Truck from McMahon Ford of Norwalk, CT. The total amount of the purchase will be \$47,565.00. Funding for this purchase will be from the canceled order of the Jeep Cherokee (\$26,907.00) with the difference coming from our 2022 vehicle budget. I have prepared and attached the required Emergency Justification Form for this purchase.

Respectfully submitted for your approval.


Chief Anthony Hoffmann

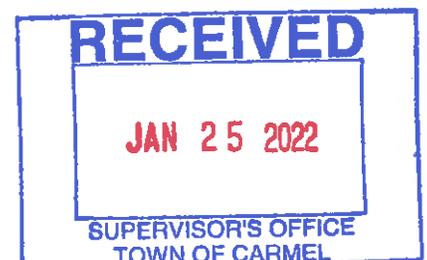


EXHIBIT "B"

Emergency Justification Form
Town of Carmel Procurement Policy

Procurement Policy, Section VI: Emergency Procurement

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

Department: Police Department

Vendor names: McMahon Ford - Norwalk, CT

Nature of emergency: Vehicle purchase, ordered vehicle unavailable

Estimated cost: \$ 47,565.00

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

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

Pandemic related supply chain delays have resulted in an ordered vehicle from April 2021 repeatedly missing promised delivery times. No ETA is now being given on vehicle delivery. The Police Department fleet is in need of a replacement vehicle for regular and auxiliary (Marine Unit and training) use.

Purchasing Agent's signature for approval: 

Department Head's signature for approval: 

McMahon Ford

1 Main Street
Norwalk, CT 06851
<https://www.mcmahonfordllc.com>

Sales: 2032864649
Service: 2032953217

2021 Ford F-150 XL



Body Style: SuperCrew®
Model Code: W1E
Engine: 2.7L V6 EcoBoost® with
Auto Start-Stop Technology
Transmission: Electronic Ten-
Speed Automatic Transmission
Drive Type: 4x4
Ext. Color: Carbonized Gray
Int. Color: Black
MPG: 18 City / 24 Hwy
VIN #: 1FTEW1EP9MFC90791
Stock #: 21T0393

MSRP: \$46,885

Please call for Market pricing

Standard Equipment

Exterior

- Daytime Running Lamps
- Easy Fuel Capless Filler
- Fully Boxed Steel Frame
- Halogen Headlamps
- Headlamps - Auto High Beam
- Headlamps - Autolamp (On/Off)
- Locking Removable Tailgate
- Pickup Box Tie Down Hooks
- Trailer Sway Control
- Wipers- Intermittent

Functional

- Auto Hold
- Curve Control
- Dynamic Hitch Assist
- Elect 4X4 Shift-On-Fly
- Fail-Safe Cooling System
- Fordpass Connect 4G Hotspot Telematics Modem
- Gas-Charged Shocks
- Outboard Mntd Rear Shocks
- Pre-Collision Assist W/Aeb
- Pwr Rack And Pinion Steer
- Rear View Camera
- Selectshift

Interior

- 4" Productivity Screen
- 60/40 Fold-Up Rear Bench Seat
- Dual Sunvisors
- Message Ctr: Outside Temp, Compass, Trip Computer
- Powerpoints - 12V
- Tilt/Telescope Str Column

Safety

- Advancetrac With Rsc
- Airbags - Front Seat Mounted Side Impact
- Airbags - Safety Canopy
- Ctr High Mount Stop Lamp
- Securilock Anti-Theft Sys
- Sos Post-Crash Alert Sys
- Tire Pressure Monit Sys

There is currently no information available about this vehicle's specifications online. Please contact our dealership to find out more about the specifications of this vehicle.

- Four Wheel Drive
- Power Steering
- ABS
- 4-Wheel Disc Brakes
- Brake Assist
- Tires - Front All-Terrain
- Tires - Rear All-Terrain
- Conventional Spare Tire
- Tow Hooks
- Power Mirror(s)
- Intermittent Wipers
- Variable Speed Intermittent Wipers
- Daytime Running Lights
- Automatic Headlights
- Automatic Highbeams
- AM/FM Stereo
- Split Bench Seat
- Pass-Through Rear Seat
- Rear Bench Seat
- Adjustable Steering Wheel
- WiFi Hotspot
- A/C
- Passenger Vanity Mirror
- MP3 Player
- Steering Wheel Audio Controls
- Bluetooth Connection
- Telematics
- Smart Device Integration
- Engine Immobilizer
- Security System
- Stability Control
- Front Side Air Bag
- Lane Keeping Assist
- Front Collision Mitigation

- Driver Monitoring
- Tire Pressure Monitor
- Driver Air Bag
- Passenger Air Bag
- Passenger Air Bag Sensor
- Driver Restriction Features
- Front Head Air Bag
- Rear Head Air Bag
- Child Safety Locks
- Back-Up Camera

Warranty Information

- 3Yr/36,000 Bumper / Bumper
- 5Yr/100,000 Diesel Engine
- 5Yr/60,000 Powertrain
- 5Yr/60,000 Roadside Assist
- 8Yr/100,000 Hybrid Battery

While we make every effort to ensure the data listed here is correct, there may be instances where some of the options or vehicle features may be listed incorrectly as we get data from multiple data sources. PLEASE MAKE SURE to confirm the details of this vehicle with the dealer to ensure its accuracy. Dealer cannot be held liable for data that is listed incorrectly.

While we make every effort to ensure the data listed here is correct, there may be instances where some of the factory rebates, incentives, options or vehicle features may be listed incorrectly as we get data from multiple data sources. PLEASE MAKE SURE to confirm the details of this vehicle (such as what factory rebates you may or may not qualify for) with the dealer to ensure its accuracy. Dealer cannot be held liable for data that is listed incorrectly.

DRB-003146

CT

9-NORMAL, NB, 103146, MK281

8038

220211104 6906

CERT | CERT | CERT | TPD | R | CT | RAMP | BUMP | CAMP | BOOK | EXPL

002477

2466/2603

1FTEW1EP9

MFC90791 NB



Go Further

ford.com

VEHICLE DESCRIPTION

F-150

MF C90791

2021 F-150 4X4 SUPERCREW
148" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO W/TOW M

EXTERIOR
CARBONIZED GRAY METALLIC
INTERIOR
BLACK SPORT CLOTH40/CON40

STANDARD EQUIPMENT (INCLUDED AT NO EXTRA CHARGE)

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- PICKUP BOX TIE DOWN HOOKS
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

INTERIOR

- 4" PRODUCTIVITY SCREEN
- 60/40 FOLD-UP REAR BENCH SEAT
- DUAL SUNVISORS
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- ELECT 4X4 SHIFT-ON-FLY
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G
- HOTSPOT TELEMATICS MODEM
- GAS-CHARGED SHOCKS
- OUTBOARD MNTD REAR SHOCKS
- PRE-COLLISION ASSIST W/AEB
- PWR RACK AND PINION STEER
- REAR VIEW CAMERA
- SELECTSHIFT®

SAFETY/SECURITY

- ADVANGETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/100,000 DIESEL ENGINE
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE (MSRP)

- EQUIPMENT GROUP 101A 920.00
- XL SERIES
- XL POWER EQUIPMENT GROUP
- CRUISE CONTROL
- REVERSE SENSING SYSTEM

OPTIONAL EQUIPMENT/OTHER (MSRP)

- 2.7L V6 ECOBOOST 1,195.00
- 175/60R20 BSW ALL-TERRAIN NO CHARGE
- 3.55 RATIO REGULAR AXLE NO CHARGE
- 1600# GVWR PACKAGE NO CHARGE
- FRONT LICENSE PLATE BRACKET 145.00
- COLOR-COORDINATED CARPET NO CHARGE
- 40 STATE EMISSIONS NO CHARGE
- FORD CO-PILOT 360 2.0 655.00
- AUTO START-STOP REMOVAL - 50.00
- SYNC 4 325.00
- CLASS IV TRAILER HITCH 205.00
- MIRROR MAN FOLD W/POWER GLASS 305.00
- SIRIUS XM RADIO
- STX APPEARANCE PACKAGE 1,780.00
- REAR-WINDOW DEFROSTER
- FOG LAMPS
- PRIVACY GLASS
- 20" 6-SPOKE MAGNETIC PKT WHLS 1,000.00
- STX SPORT CLOTH 40/CON40 295.00

PRICE INFORMATION (MSRP)

BASE PRICE	\$40,510.00
TOTAL OPTIONS/OTHER	6,775.00
TOTAL VEHICLE & OPTIONS/OTHER	47,285.00
DESTINATION & DELIVERY	1,695.00
TOTAL BEFORE DISCOUNTS	48,980.00
XL HIGH DISCOUNT	750.00
STX APPEARANCE DISCT	750.00
XL HIGH STX WHEEL	595.00
TOTAL SAVINGS	2,095.00

TOTAL MSRP \$46,885.00

MSRP ON	CT41
MSRP TWO	CONVOY
ITEM #	13-1613 O/T 2

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

MK261 N RB 2X 150 003146 10 28 21

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG
combined city/hwy

18 city
24 highway

5.0 gallons per 100 miles

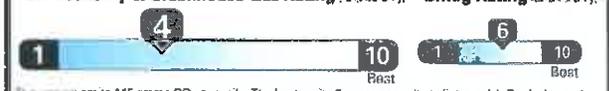
Standard Pickup Trucks range from 14 to 27 MPG. The best vehicle rates 141 MPGe.

You spend \$2,500

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **\$2,000**

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.72 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver ★★★★★
Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat ★★★★★
Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FTEW1EP9MFC90791



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN QR CODE 3MFC90791 TO 48028

Help & Data
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for help



www.ford.com/privacy



TOWN OF CARMEL POLICE DEPARTMENT

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

ANTHONY HOFFMANN
CHIEF OF POLICE

MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: Vehicle Acquisition – 2021 Ford F150 Police Responder
DATE: February 9, 2022

As you are aware, vehicle acquisition has been a challenging task over the past year. In late 2021 CPD was awarded a \$50,000 NYS “SAM” Grant to acquire a new Ford F-150 Police Responder Pick-up truck and deploy it for use as our “Special Operations Truck”. This vehicle would fill multiple roles for our department – towing our Marine Unit’s boat and assisting with lake patrol operations, supporting our officers that are members of the Putnam County Emergency Response Team, assisting our Patrol Division’s traffic duties during parades and other festivals where barricades and other traffic control devices are to be used, and assisting our Training Unit with towing trailers and other needed equipment to departmental firearms qualifications and other training classes.

While we were preparing to place an order for this truck earlier this year, we were advised by the contract vendor that the order bank for the vehicle had been closed out. Additionally, we were advised that the 2023 model year F150’s were anticipated for a late 2022 delivery, well after the summer and fall seasons when we would use this type of vehicle the most.

We have recently been made aware that the City of Rye Police has taken delivery of a new 2021 Ford F-150 Police Responder, the exact vehicle we were looking to order for the SAM grant project. In speaking to Rye PD, they advise that their fleet needs have changed and they no longer need the truck. Rye PD is willing to sell this truck to CPD at their price of \$44,838.18. Rye PD purchased this vehicle off of the Minnesota State “Sourcewell” vehicle contract 120716-NAF. This pricing is comparable to NYS Contract # PC68923 and Westchester County Bid WC-19023 for this particular vehicle model.

I have confirmed with Town Attorney Folchetti that this acquisition complies with the Town of Carmel Procurement Policy as “Second-Hand Equipment from other Governments” (ToC PP page 7) and as such is exempt from NYS GML 103. Funding from this purchase will come from CPD’s 2022 vehicle budget with anticipation of receiving \$50,000 in reimbursement (vehicle cost plus equipment) from the aforementioned NYS SAM Grant.

Therefore, I request authorization to purchase one new 2021 Ford F-150 Police Responder truck from the City of Rye, NY at an amount of \$44,838.18 for use as CPD’s “Special Operations Truck”.

Respectfully submitted for your review and approval.

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

Chief Anthony Hoffmann



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

4/9/2021

Quote ID: **27848**

Order Cut Off Date: **TBA**

Scott Craig
City of Rye
Police Department

21 McCullough Place
Rye, New York, 10580

Dear Scott Craig,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2021 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box 145" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$52,800.00	\$44,838.18	15.079 %	\$7,961.82
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$44,838.18		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



SOURCEWELL (MN) CONTRACT 120716-NAF



Awarded Contract

863-402-4234

chris.wilson@alanjay.com

scott.wilson@alanjay.com

christy.self@alanjay.com

ROW	YEAR	MODEL CODE	MODEL DESCRIPTION	MSRP	CONTRACT PRICE
1	2021	K8A	2021 FORD POLICE INTERCEPTOR UTILITY - AWD - 3.3L V6	\$37,100	\$32,329
2	2021	K8A	2021 FORD POLICE INTERCEPTOR UTILITY - AWD - 3.3L V6 HYBRID	\$40,630	\$35,574
3	2021	K8A	2021 FORD POLICE INTERCEPTOR UTILITY - AWD - 3.0L EcoBoost	\$41,420	\$36,300
4	2021	W1P	2021 FORD F-150 POLICE RESPONDER CREW CAB 4WD XL ***Late 2021 Availability***	\$43,515	\$33,791
5	2021	K3G	2021 FORD EDGE SE 2WD	TBA	TBA
6	2021	K3J	2021 FORD EDGE SEL 2WD	TBA	TBA
7	2021	K4G	2021 FORD EDGE SE 4WD	TBA	TBA
8	2021	K4J	2021 FORD EDGE SEL 4WD	TBA	TBA
9	2021	P8T	2021 FORD MUSTANG 2.3L ECOBOOST	TBA	TBA
10	2021	P8C	2021 FORD MUSTANG GT 5.0L V8 FASTBACK	TBA	TBA
11	2021	U0F	2021 FORD ESCAPE S 2WD	\$24,885	\$21,351
12	2021	U0G	2021 FORD ESCAPE SE 2WD	\$27,105	\$24,486
13	2021	U0B	2021 FORD ESCAPE SE FHEV 2WD	\$28,265	\$25,558
14	2021	U9F	2021 FORD ESCAPE S - AWD -	\$26,385	\$24,092
15	2021	U9G	2021 FORD ESCAPE SE - AWD -	\$28,605	\$24,843
16	2021	U9B	2021 FORD ESCAPE SE FHEV - AWD -	\$29,765	\$26,636
17	2021	K7B	2021 FORD EXPLORER BASE 2WD 2.3L EcoBoost - RWD -	\$32,225	\$27,563
18	2021	K7D	2021 FORD EXPLORER XLT 2WD 2.3L EcoBoost - RWD -	\$34,000	\$31,113
19	2021	K7F 301A	2021 FORD EXPLORER LIMITED 2WD 2.3L EcoBoost - RWD -	\$45,705	\$41,541
20	2021	K7F 310A	2021 FORD EXPLORER LIMITED 2WD 3.3L V6 - HYBRID -	\$49,855	\$45,383
21	2021	K8B	2021 FORD EXPLORER BASE 4WD 2.3L EcoBoost - 4WD -	\$34,225	\$28,505
22	2021	K8D	2021 FORD EXPLORER XLT 4WD 2.3L EcoBoost - 4WD -	\$36,000	\$32,577
23	2021	K8F 301A	2021 FORD EXPLORER LIMITED 4WD 2.3L EcoBoost - RWD -	\$47,705	\$43,390
24	2021	K8F 310A	2021 FORD EXPLORER LIMITED 4WD 3.3L V6 - HYBRID -	\$51,855	\$47,232
25	2021	U1F	2021 FORD EXPEDITION XL 119" WB	TBA	TBA
26	2021	U1F 102A	2021 FORD EXPEDITION XL 119" WB SSV	TBA	TBA
27	2021	U1H	2021 FORD EXPEDITION XLT 119" WB	TBA	TBA
28	2021	U1G	2021 FORD EXPEDITION XL 4WD 119" WB	TBA	TBA
29	2021	U1G 102A	2021 FORD EXPEDITION XL 4WD 119" WB SSV	TBA	TBA
30	2021	U1J	2021 FORD EXPEDITION XLT 4WD 119" WB	TBA	TBA
31	2021	K1F	2021 FORD EXPEDITION MAX XL 131" WB	TBA	TBA
32	2021	K1F 102A	2021 FORD EXPEDITION MAX XL 131" WB SSV	TBA	TBA

FORD

NYS CONTRACT QUOTE

Quote



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

To:	From: Brooks Buxton Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle Pick Up Location Beyer Fleet 31 Williams Parkway East Hanover, NJ 07936

2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box NY Contract # PC68923

Mechanical

Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)
Transmission: Electronic 10-Speed Automatic -inc: selectable drive
Electronic Transfer Case
Automatic Full-Time Four-Wheel Drive

Electronic Locking w/3.31 Axle Ratio

80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Class IV Trailer Hitch Receiver -inc: smart trailer tow connector and 4-
Towing Equipment -inc: Trailer Sway Control
3 Skid Plates
Police/Fire
2030# Maximum Payload
GVWR: 7,050 lbs Payload Package
HD Shock Absorbers

Front HD Anti-Roll Bar
Off-Road Suspension
Electric Power-Assist Speed-Sensing Steering
26 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

Exterior

Regular Box Style

Wheels: 18" 6-Spoke Silver Aluminum
Tires: LT265/70R18 BSW A/T
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint

Interior

Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Power Rear Windows
FordPass Connect 4G LTE WiFi Selective Service Internet Access
Front Cupholder
Rear Cupholder
Compass
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench
Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights

Fleet Telematics Modem Tracker System

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Power Door Locks w/Autolock Feature
Redundant Digital Speedometer
Outside Temp Gauge



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

2022 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box
NY Contract # PC68923

BASE PRICE \$ 35,226.00

Options

PB	Black, Cloth 40/Blank/40 Front-Seats	\$	-
53A	Trailer Tow Package	\$	995.00
47P	Police Engine Idle Feature	\$	260.00
67T	Integrated Trailer Brake Controller	\$	275.00
18B	Black Platform Running Boards	\$	250.00
435	Power-Sliding Rear-Window	\$	250.00
54Y	Manual-Folding Power Glass Trailer Tow Mirror	\$	395.00
57Q	Rear Window Defroster	\$	220.00
595	Fog Lamps	\$	140.00
59S	High-Intensity LED Security Approach Lamps	\$	175.00
91B	Blind Spot Monitoring System w/Cross Traffic Alert	\$	590.00
62B	Keyed Alike - 1284x	\$	50.00
63T	Tailgate Step w/Tailgate Work Surface	\$	430.00
96W	Tough Bed Spray-In Bedliner	\$	595.00
524	SYNC 4 w/Enhanced Voice Recognition	\$	325.00
67P	Remote Keyless-Entry Key Fob w/o Key Pad	\$	340.00

Option Total \$ 5,290.00

Budget Total \$ 40,516.00

Quote is good for 60 Days

Date: 9/2/2021

WESTCHESTER CONTRACT QUOTE

Westchester
gov.com

Return Bid To:
COUNTY OF WESTCHESTER
BUREAU OF PURCHASE AND SUPPLIES
148 MARTINE AVENUE, ROOM 713, WHITE PLAINS, N.Y. 10601
TELEPHONE (914) 231-1872

TITLE: Law Enforcement Vehicles

BID NUMBER: RFB-WC-19023

Submission must be sealed with vendor name,
bid number and due date on outside of envelope.

BID DUE BEFORE 2 PM ON: 02/14/19
Fax Bids Are Not Permitted

Bureau of Purchase and Supplies contact and telephone number **Martin Connolly 914-231-1329**

REQUEST FOR BID

COMPANY NAME: Beyer Ford
(Print or Type)

FEDERAL TAX ID NUMBER: 275234130

Mailing Address: 170 Ridgedale Ave, Morristown, NJ 07962
(PO Box, if applicable)

PHYSICAL ADDRESS: 170 Ridgedale Ave, Morristown, NJ 07962
(Required)

SIGNATURE

Barbara Beyer

Member

PRINTED NAME

PRINTED TITLE

January 29, 2019

973-644-3200

barbara@drivebeyer.com

DATE SIGNED

TELEPHONE NUMBER

E-MAIL ADDRESS

COUNTY TERMS OF PAYMENT ARE 2% 10 NET 30. Bidder may offer alternate terms here: 0% Net 30
DISCOUNT AND ALTERNATE TERMS WILL NOT BE USED IN AWARD DETERMINATION

DELIVERY: Delivery is FOB Destination (See Section D1) and is requested ASAP after notice of award, receipt of purchase order, or authorized calls for delivery, unless otherwise specified.

Bidder's guaranteed delivery is 90-120 days. Note: Delivery time may be a factor in determining the winning bidder. The County reserves the right to reject any bids that propose a lengthy delivery schedule if the items are required promptly.

NO BIDDER MAY WITHDRAW HIS BID WITHIN 45 DAYS AFTER THE ACTUAL DATE OF THE OPENING THEREOF.

Completed bids will be accepted until the above date and time indicated and should be sent to the Bureau of Purchase and Supplies address shown. Bids will be publicly opened at that time and may be read aloud. Late bids will NOT be considered and failure to complete this bid in its entirety may result in disqualification. By submitting a bid you are asking The County of Westchester to accept your offer for the sale of goods or services and you agree to all terms and conditions herein as well as understand the laws that govern Municipal Purchasing. Once the County has opened the bids, there can be no changes to price(s) or terms. In addition, there are no provisions to cancel after an award is made, except by the County, which maintains a unilateral right of cancellation.

IMPORTANT NOTICE: Copies of this bid may be downloaded from the Empire State Purchasing Group website at <http://www.empirestatebidsystem.com> the national BidNet website, or received from the office above. Copies obtained from any other source are not considered official documents and will be considered incomplete if missing addenda, if any, resulting in disqualification. We strongly suggest you obtain/submit an official bid form.

Non-Bidder's Response -- We are not participating because: _____

Indicate if company submitting this bid is: _____ MBE and/or _____ WBE or _____ SDVOB

****Return this bid in its entirety and make a copy for your records****

BID QUOTATION SECTION

ITEM 1

APPROXIMATE QUANTITY: 3** EACH

2019 FORD F150 POLICE RESPONDER SUPERCREW 4WD PICKUP, OR EQUAL (BASE VEHICLE) AS PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS.

SPECIFY YEAR, MAKE, AND MODEL OF VEHICLE BEING BID: 2019 Ford F150 Responder

UNDER FULL WARRANTY FOR 3 years/36,000 miles

(PLEASE FILL IN)

STATE YOUR CERTIFIED DELIVERY IN 120 CALENDAR DAYS

VEHICLE MSRP (BASE PRICE) \$ 44,550.00

DELIVERED BASE PRICE \$ 32,581.00
(COOPERATIVE COUNTY CONTRACT PRICE)

- 42

ITEM 2

APPROXIMATE QUANTITY: 9** EACH

2019 FORD POLICE RESPONDER HYBRID SEDAN OR EQUAL (BASE VEHICLE) AS PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS.

SPECIFY YEAR, MAKE, AND MODEL OF VEHICLE BEING BID: 2019 Ford Police Responder Hybrid Sedan

UNDER FULL WARRANTY FOR 3 years/ 36,000 miles

(PLEASE FILL IN)

STATE YOUR CERTIFIED DELIVERY IN 120 - 150 CALENDAR DAYS

VEHICLE MSRP (BASE PRICE) \$ 31,030.00

DELIVERED BASE PRICE \$ 24,781.00
(COOPERATIVE COUNTY CONTRACT PRICE)

ITEM 3

APPROXIMATE QUANTITY: 217** EACH

2020 FORD HYBRID POLICE INTERCEPTOR AWD UTILITY (K8A) OR EQUAL (BASE VEHICLE) AS PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS.

SPECIFY YEAR, MAKE, AND MODEL OF VEHICLE BEING BID: 2020 Ford Hybrid Police Interceptor

UNDER FULL WARRANTY FOR 3 years/ 36,000 miles

(PLEASE FILL IN)

150 days after production begins

STATE YOUR CERTIFIED DELIVERY IN _____ CALENDAR DAYS

VEHICLE MSRP (BASE PRICE) \$ 41,710.00

DELIVERED BASE PRICE \$ 35,317.00
(COOPERATIVE COUNTY CONTRACT PRICE)

**ACTUAL MUNICIPLALITY REQUIREMENTS ARE LISTED AT THE END OF THIS DOCUMENT

METHODS OF COMPETITION TO BE USED FOR NON-BID PROCUREMENTS
EXEMPT FROM GML103

The Town Board of the Town of Carmel requires that the method to be used for seeking competition depends on the amount and type of procurement listed in the following chart.

TYPE AND AMOUNT OF PROCUREMENT	VERBAL QUOTES		WRITTEN QUOTES	WRITTEN QUOTES	OFFICIAL RFPS	EXEMPT PER GML
	0	3	3	3 AUTHORIZING RESOLUTION REQUIRED	AUTHORIZING RESOLUTION REQUIRED	
Purchase Contracts Below \$20,000						
Under 1,999	X					
2,000-4,999		X				
5,000-9,999			X			
10,000 – 19,999				X		
Public Work Contracts Below \$35,000						
Under 2,999	X					
3,000-5,999		X				
6,000-9,999			X			
10,000-19,999				X		
20,000 – 34,999					X	
Emergencies (refer to SEC IV)						X
Insurance						X
Professional Services (refer to SEC V)					X	X
True Leases						X
Second-Hand Equipment from other Govts.						X
Sole Source Providers (refer to SEC III)						X

➤ (See Exhibit C) Verbal Quotes Form



TOWN OF CARMEL POLICE DEPARTMENT

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

ANTHONY HOFFMANN
CHIEF OF POLICE

2/9/2022 Work Session Agenda Item #12

MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: 2022 Patrol Vehicle Order
DATE: February 8, 2022

Please be advised, Ford has announced today that ordering for 2022 Ford Police Interceptor Utility vehicles will be closed out on Friday February 11th, 2022. The original anticipated close out date of April was apparently moved up significantly due to high demand and supply issues.

Fortunately we have been preparing our 2022 patrol fleet vehicle order and received a quote from the Westchester County contract vendor last week. At this time, we are looking to order two 2022 Ford Police Interceptor Utility hybrid SUV's at a cost of \$36,859.50 per vehicle. The vehicle quote from the contract vendor, Beyer Ford - Fleet Division, is attached.

Funding for this order will come from CPD's 2022 vehicle budget. A separate resolution request for emergency lighting and siren upfitting will be submitted when vehicle delivery has been scheduled. Currently, lead times for Ford police vehicles are being reported at the 24-26 week range. The Westchester County contract (RFB-WC-19023) for these vehicles is the same contract CPD utilized for our 2021 vehicle order. This contract conforms to the "Piggybacking" provision of the Town of Carmel Procurement Policy as it is an intra-state county contract open to other municipalities in NYS.

Therefore, I request authorization to proceed with the purchase of two 2022 Ford Police Utility Interceptor hybrid vehicles at a total cost of \$73,719.00 from Beyer Ford of East Hanover, New Jersey under Westchester County contract RFB-WC-19023.

Respectfully submitted for your review and approval.

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

Chief Anthony Hoffmann



BEYER FORD

170 Ridgedale Ave.
Morristown, NJ 07960

Quote

To:	From: Brooks Buxton
	Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle Beyer Fleet
	Pick Up 31 Williams Parkway
	Location East Hanover, NJ 07936

**2022 POLICE INTERCEPTOR SUV
COUNTY OF WESTCHESTER
CONTRACT # RFB-WC-19023**

Engine: 3.3L V6 Direct-Injection Hybrid System	Radio: AM/FM/MP3 Capable
Transmission: 10-Speed Automatic	Streaming Audio
3.73 Axle Ratio	Integrated Roof Antenna
50 State Emission System Flexible Fuel Vehicle	Wireless Phone Connectivity
the 3.3L V6 Direct-Injection engine.	1 LCD Monitor In The Front
Transmission w/Oil Cooler	8-Way Driver Seat
Automatic Full-Time All-Wheel Drive	Passenger Seat
Engine Oil Cooler	35-30-35 Fold Forward Seatback Rear Seat
H8 AGM Battery (900 CCA/92-amp)	Manual Tilt/Telescoping Steering Column
Hybrid Electric Motor 220 Amp Alternator	Gauges -inc: Speedometer, Odometer, Engine Coolant
Police/Fire	Power Rear Windows and Fixed 3rd Row Windows
GVWR: TBD	Remote Releases -Inc: Power Cargo Access
Gas-Pressurized Shock Absorbers	Cruise Control w/Steering Wheel Controls
Front And Rear Anti-Roll Bars	Dual Zone Front Automatic Air Conditioning
Electric Power-Assist Steering	HVAC -inc: Underseat Ducts
19 Gal. Fuel Tank	Locking Glove Box
Dual Stainless Steel Exhaust	Driver Foot Rest
Permanent Locking Hubs	Unique HD Cloth Front Bucket Seats w/Vinyl Rear
Strut Front Suspension w/Coil Springs	Full Cloth Headliner
Multi-Link Rear Suspension w/Coil Springs	Urethane Gear Shift Knob
Regenerative 4-Wheel Disc Brakes w/ ABS	Day-Night Rearview Mirror
Lithium Ion Traction Battery	Driver And Passenger Visor Vanity Mirrors
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Mini Overhead Console w/Storage
Tires: 255/60R18 AS BSW	Front And Rear Map Lights
Steel Spare Wheel	Fade-To-Off Interior Lighting
Spare Tire Mounted Inside Under Cargo	Full Vinyl/Rubber Floor Covering
Clearcoat Paint	Carpet Floor Trim
Body-Colored Front Bumper w/Black Rub Strip	Cargo Features -inc: Cargo Tray/Organizer
Body-Colored Rear Bumper w/Black Rub Strip	Cargo Space Lights
Body-Colored Bodyside Cladding	Smart Device Integration
Black Side Windows Trim	Dashboard Storage, Driver And Passenger Door Bins
Black Door Handles	Power 1st Row Windows w/1-Touch Up/Down
Black Power Side Mirrors w/Convex Spotter	Delayed Accessory Power
Fixed Rear Window w/Fixed Interval Wipe	Power Door Locks
Deep Tinted Glass	Systems Monitor
Speed Sensitive Variable Intermittent Wipers	Redundant Digital Speedometer
Front Windshield -inc: Sun Visor Strip	Trip Computer
Galvanized Steel/Aluminum Panels	Analog Display
Lip Spoiler	Seats w/Vinyl Back Material
Liftgate Rear Cargo Access	Manual Adjustable Front Head Restraints
Tailgate/Rear Door Lock Included	2 12V DC Power Outlets
Led Low/High Beam Headlamps	Air Filtration
LED Brakelights	Dual Stage Driver/Passenger Seat-Mounted Side Airbags
ABS And Driveline Traction Control	Tire Specific Low Tire Pressure Warning
Side Impact Beams	Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor	Curtain 1st And 2nd Row Airbags
Passenger Knee Airbag	Outboard Front Lap And Shoulder Safety Belts
Rear Child Safety Locks	Back-Up Camera w/Washer
Noise Suppression Bonds (Ground Straps)	Underbody Deflector Plate
Heated Sideview Mirrors	Reverse Sensing System

Base Price \$ 35,317.00

Options for Interceptor SUV

YZ	Oxford White	\$	-
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$	-
60R	Noise Suppression Bonds (Ground Straps)	\$	-
76D	Underbody Deflector Plate	\$	-
549	Heated Sideview Mirrors	\$	-
76R	Reverse Sensing System	\$	-
19K	H8 AGM Battery (850 CCA/92-amp)	\$	-
153	Front License Plate Bracket	\$	-
47A	Police Engine Idle Feature	\$	255.00
43D	Dark Car Feature	\$	30.00
87R	Rear View Camera -inc: Displayed in Rear View Mirror	\$	-
18D	Global Lock / Unlock Feature	\$	-
17T	Switchable Red/White Lighting in Cargo Area	\$	50.00
61B	OBD-II Split Connector	\$	52.25
52P	Hidden Door-Lock Plunger	\$	70.00
68G	Rear-Door Controls Inoperable	\$	70.00
942	Daytime Running Lamps	\$	42.75
85R	Rear Console Plate	\$	42.75
92R	2nd Row Only Solar Tint Glas	\$	80.75
86T	Tail Lamp/Police Interceptor Housing Only	\$	57.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$	323.00
51T	Driver Only LED Spot Lamp (Whelen)	\$	399.00
Option 3	(1) 5lb ABC Sire Extinguisher w/ Mounting Bracket	\$	50.00
Key	4 Extra Keys	\$	20.00

Option Total \$ 1,542.50

Budget Total \$ 36,859.50

Date: 2/3/2022

Quote is good for 60 Days

To accept this quotation, sign here and return: _____