

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
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ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD WORK SESSION
Wednesday, April 12, 2023 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Public Comments on Town Related Business (Five (5) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**

Town Board Work Session:

- **Review of Town Board Minutes March 15, 2023**

1. Police Chief Anthony Hoffmann- Consider Request to Declare Old Vehicles and Equipment Obsolete and Authorize Disposal
2. Mary Ann Maxwell, Town Comptroller – Consider Budget Revisions - March 2023
3. Michael Martin, Dep. Highway Superintendent – Consider Request to Authorize Funding for 2023 Capital Projects
4. Lake Casse Park District Advisory Board – Consider Request to Authorize Setting Pay Rates for Summer Part-time Help
5. Lake Casse Park District – Consider Request to Approve Spring 2023 Newsletter and Authorize Distribution
6. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Awarding of Bid for Water Tank Building and Concrete Repairs C269 – CWD#9
7. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for the Purchase and Installation of a CMF Mud Well Pump – Pump #1 in CSD#2
8. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for Inflow and Infiltration Assessments CSD#5 - NYS DEC Notice of Violation
9. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize the Emergency Purchase and Installation of Raw Water Pump CWD#8
10. Consider Request to Waive 30 Day Notice Requirement In Section 64 of the NYS ABC Law with Respect to a Liquor License for Stone House Grill, Inc., d/b/a Stone House Grill
11. James Gilchrist, Director of Recreation and Parks – Consider Request to Amend Contract for Lawn Maintenance of Town Parks
12. James Gilchrist, Director of Recreation and Parks – Consider Request to Advertise for Bids for the Installation of Playground Equipment at Airport Park
13. James Gilchrist, Director of Recreation and Parks – Consider Request to Authorize Acceptance of Grant – NYS Greenway Conservancy for the Hudson River Valley Land Trail (\$3,900.00)
14. Councilman Robert Schanil – Consider Request to Allow Building Inspector to Correct Violation per the Town of Carmel Property Maintenance Law Section 114-15 TM#44.17-1-45 1 Fowler Ave., Carmel

- **Town Board Comments**
- **Motion to Move into Executive Session**

Executive Session:

1. Gregory Folchetti, Esq. – Litigation Update
2. James Gilchrist, Dir. Recreation & Parks – Personnel

- **Motion to Adjourn Meeting**



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: Obsolete Department Electronic Devices
DATE: April 5, 2023

Please be advised, CPD Administrative Sergeant Neil Brown has prepared the attached list of obsolete electronics still in inventory with the department. These items are either nonfunctional or unable to be used based on their dated technology.

I recommend that the Town Board declare the items on the attached list obsolete and authorize CPD to dispose of them securely. Due to their past use with the police department and the possibility that some devices may still contain accessible sensitive data, I will direct Sgt. Brown to oversee the disposal/destruction of those appropriate devices.

Respectfully submitted for your information.

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

Chief Anthony Hoffmann

CPD OBSOLETE ELECTRONICS - 4/2023

ITEM	BRAND	SERIAL NUMBER
Laptop	Getac	RB439S0178
	Getac	RB439S0160
	Getac	RB439S0166
	Getac	RB439S0175
	Getac	RB439S0274
	Getac	RB439S0177
	Getac	RB439S0168
	Getac	RB439S0
	Getac	RB439S0159 (Crash Logic)
Modem	Sierra Wireless	LA647100300010003
	Sierra Wireless	LA73810428001005
	Sierra Wireless	CA12473091310
	Sierra Wireless	No Label
Dock	Havis	0315-P700-2456
Tablets	Panasonic	4HTSA89862
	Panasonic	4HTSA90624
	Panasonic	4HTSA90550
	Panasonic	5ATSA29446
Laptop	Dell	CN-0T4962-12961-43V-6795
Laptop	Toshiba	95072660H
Phones	Apple	FFNZHTRPJC6C
	Apple	DX3YT3U8HG4N
	Apple	DX4YGHDUHG6W
	Apple	FFNZHJBXJC6C
	Apple	FFFNZHV21JC6C
	Apple	FFXD66HEPLJM
	Apple	Will not turn on/Not visible
Phones	Kyocera	990004220767978
	Kyocera	990004220768182
	Kyocera	990004220768190
	Kyocera	990004220762450
Phones	Motorola	Unable to turn on/Not visible
Phone	Sanyo	AEZSCP-PRO700
Printers	HP CP2025	CNGS346455
	HP P3015	VNBCB6827S
Fax	Brother Fax-2840	U632274B5J899699



TOWN OF CARMEL POLICE DEPARTMENT

60 MCALPIN AVENUE, MAHOPAC, NY 10541
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POLICE@CI.CARMEL.NY.US

ANTHONY HOFFMANN
CHIEF OF POLICE

MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: Obsolete Department Vehicles
DATE: April 5, 2023

Please be advised, the police department vehicle fleet has the following two patrol vehicles that are obsolete for department use are available for auction:

2013 Chevrolet Caprice Color: Silver VIN: 6G1MK5U25DL829036 Fleet # 315

2015 Dodge Charger Color: White VIN: 2C3CDXKT6FH845249 Fleet # 31

Additionally, the department has two obsolete vehicles in inventory from past seizures that are not in use. These vehicles are not operable and not practical to put up for auction. I recommend these vehicles be declared obsolete and donated to our local fire departments for training purposes:

1999 Ford Escort Color: Blue VIN: 3FAKP1138XR180654

2006 Nissan Altima Color: Red VIN: 1N4BL11D56N416859

These vehicles have or will have had all necessary police equipment removed by town mechanic Stofko prior to leaving CPD's fleet.

Respectfully submitted for your information.

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

Chief Anthony Hoffmann

**TOWN OF CARMEL
BUDGET REVISIONS MARCH 2023 #2023/02**

WS4/12/2023 Agenda Item #2

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
1	100.3120.0021	POLICE MOTOR VEHICLES		82,042.98
	100.1989.9909	APPROPRIATED FUND BALANCE	*	82,042.98
		- REVISION FOR PURCHASE OF (2) POLICE VEHICLES WITH ANTICIPATED DELIVERY DATE IN 2023 WHICH WERE RECEIVED IN 2022		
2	100.1440.0019	ENGINEERING STAFF OTHER COMPENSATION	56,725.00	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	56,725.00
		- PROVIDE FOR PAYOUT OF ACCRUED TIME FOR RETIREE		
3	100.3120.0029	POLICE OTHER EQUIPMENT - GRANTS	21,425.00	
	100.1989.3389	GRANT AID - POLICE EQUIP/OTHER	*	21,425.00
		- PROVIDE FOR PURCHASE OF LICENSE PLATE READER AND COMPUTER UNITS FROM GRANT FUNDING		
4	100.3123.0012	COMMUNITY POLICE OVERTIME	2,125.00	
	100.1989.1523	POLICE TRAFFIC CONTROL REVENUE	*	2,125.00
		-PROVIDE FOR POLICE OVERTIME FROM TRAFFIC CONTROL REVENUE RECEIVED		
5	100.1620.0020	BUILDING EQUIPMENT	7,000.00	
	100.1990.0040	CONTINGENCY LINE		7,000.00
		- TRANSFER FOR PURCHASE OF GENERATOR FROM CARMEL FIRE DEPT FROM CONTINGENT LINE		
6	100.9950.0099	TRANSFER TO CAPITAL FUND	62,728.00	
	100.1620.0045	BUILDING SPECIAL IMPROVEMENTS		62,728.00
		- TRANSFER FOR PURCHASE AND INSTALLATION OF EV CHARGING STATIONS		
7	100.3122.0040	BICYCLE PATROL EXPENSES	1,000.00	
	100.3120.0040	POLICE CONTRACTUAL EXPENSES		1,000.00
		- TRANSFER FOR POLICE BICYCLE EXPENSES		
8	100.7020.0047	RECREATION STAFF TRAINING	1,500.00	
	100.7020.0040	RECREATION ADMIN CONTRACTUAL EXPENSES		1,500.00
		- TRANSFER FOR RECREATION STAFF TRAINING		
HIGHWAY FUND				
9	500.5110.0019	GENERAL REPAIR STAFF OTHER COMPENSATION	6,710.00	
	500.5010.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	6,710.00
		- PROVIDE FOR PAYOUT OF ACCRUED TIME FOR RETIREE		
CARMEL WATER DISTRICT #1				
10	601.8310.0020	EQUIPMENT	1,800.00	
	601.8310.0040	CONTRACTUAL EXPENSES		1,800.00
		- TRANSFER FOR RAW WATER PUMP AND CONTAINMENT PAD PURCHASE (est cost included in budget)		
CARMEL WATER DISTRICT #4				
11	604.8310.0020	EQUIPMENT	13,000.00	
	604.8310.0047	EMERGENCY REPAIR		13,000.00
		- TRANSFER FOR PURCHASE OF BOOSTER STATION BACKUP PUMP		
CARMEL WATER DISTRICT #5				
12	605.8310.0048	OTHER OPERATING EXPENSES	1,250.00	
	605.8310.0047	EMERGENCY REPAIRS		1,250.00
		- TRANSFER FOR PFOA SAMPLING		
CARMEL WATER DISTRICT #6				
13	606.8310.0048	OTHER OPERATING EXPENSES	1,500.00	
	606.8310.0047	EMERGENCY REPAIRS		1,500.00
		- TRANSFER FOR PFOA SAMPLING		

**TOWN OF CARMEL
BUDGET REVISIONS MARCH 2023 #2023/02**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #8				
14	608.8310.0020	EQUIPMENT	7,900.00	
	608.8310.0040	CONTRACTUAL EXPENSES		7,900.00
		- TRANSFER FOR RAW WATER PUMP AND CONTAINMENT PAD PURCHASE (est cost included in budget)		
CARMEL SEWER DISTRICT #4				
15	704.8130.0120	MICRO EQUIPMENT	6,000.00	
	704.8130.0140	MICRO CONTRACTUAL EXPENSE		6,000.00
		- TRANSFER FOR EMERGENCY PVC PIPE AND PLC CARD REPLACEMENT		
CARMEL SEWER DISTRICT #6				
16	706.8130.0020	EQUIPMENT	7,000.00	
	706.8130.0040	CONTRACTUAL EXPENSE		7,000.00
		- TRANSFER FOR EMERGENCY SUBMERSIBLE PUMP		
CARMEL SEWER DISTRICT #8				
17	708.8130.0020	EQUIPMENT EXPENSES	10,766.00	
	708.8130.0040	CONTRACTUAL EXPENSES	9,419.75	
	708.8130.2681	INSURANCE RECOVERY - ASSET	*	20,185.75
		- PROVIDE FOR EQUIPMENT AND CONTRACTUAL EXPENSES FROM INSURANCE CLAIM		
ZERO EMISSION VEHICLE CAPITAL FUND				
18	906.1989.0045	CONTRACTUAL IMPROVEMENTS	6,166.00	
	906.1989.0048	OTHER PROJECT EXPENDITURES	108,834.00	
	906.1989.3000	NYS GRANT FUNDING	*	52,272.00
	906.1989.5030	INTERFUND TRANSFER	*	62,728.00
		- PROVIDE FOR PURCHASE AND INSTALLATION OF EV CHARGING STATIONS FROM NYSDEC GRANT FUNDING AND TRANSFER FROM BUILDING SPECIAL IMPROVEMENTS LINE		
CARMEL SEWER DISTRICT #5 CAPITAL FUND				
19	975.8130.0044	PROJECT ENGINEERING	120,870.00	
	975.8130.0045	CONTRACT IMPROVEMENTS	63,500.00	
	975.8130.0048	OTHER PROJECT EXPENDITURES	732.00	
	975.8130.5710	PROCEEDS OF BORROWING	*	185,102.00
		- PROVIDE FOR CAPITAL PROJECT COSTS FROM APPROVED BORROWING		
CARMEL WATER DISTRICT #14 CAPITAL FUND				
20	984.8310.0048	OTHER PROJECT EXPENDITURES	900.00	
	984.8310.5710	PROCEEDS OF BORROWING	*	900.00
		- PROVIDE FOR CAPITAL PROJECT COSTS FROM APPROVED BORROWING		

TOWN OF CARMEL HIGHWAY DEPARTMENT

MS

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: Michael Cazzari – Town Supervisor
Town Board

FROM: Michael Simone – Highway Superintendent

DATE: March 22, 2023

RE: 2023 Highway Capital Requests

I would like to discuss the 2023 Capital Funding for the following:

Capital Drainage	\$ 200,000
Capital Paving	\$ 900,000
Capital Equipment	\$ 625,000

- (2) NEW 6-Wheel 4X4 Dump Trucks with plow/wing/sander

WS4/12/2023 Agenda Item #4

From: Lake Casse [mailto:lakecasse@gmail.com]

Sent: Tuesday, March 21, 2023 7:33 PM

To: Terilli, Joanna

Subject: Pay rates for Lake Casse

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.

Here is the salary ranges for Lake Casse Summer 2023.

Lifeguards will be \$14 - \$19/ hour

Gate Guards will be \$13 - \$19 / hour.

If there are any questions, please let us know.

Terry Kelly

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Thank You,

Lake Casse Advisory Board

Lake Casse Park District

April 2023 Newsletter

Advisory Board Members

Kim Kugler ♦ Scott Sterben ♦ Stacey Kelly ♦ Teresa DePace ♦ Erin Haddeland ♦ Joe Zakon
Property Manager: Terry Kelly

Welcome back Lake Casse residents! And WELCOME to all our new neighbors! We are looking forward to a fun filled spring and summer down at the lake again. We will have our usual events and are planning some new events and activities for all ages. We will be kicking off the season with our **4th of July Summer Kick Off BBQ!!** If you would like to help in the planning of the kick off please email us !! We currently have some open sub-committee spots looking needing volunteers. If you have creative, fun ideas for an event then the Activities and Events Committee would be a great way to get involved. Or, if you are handy, crafty with ideas to help with beautification around the beach/clubhouse, then the Grounds Committee would love to have you. Please check our Facebook page for our next **Community Meeting** and upcoming events! We kindly remind you that all dogs should be leashed and picked up after and discarded in a trash can. Be a respectful neighbor, we all share the Lake Casse Park District and we all need to take care of it. We look forward to seeing you soon down at the lake!

Thank you,
Lake Casse Advisory Board

Please follow us on our facebook page, at <https://www.facebook.com/LakeCasseCommunity/> for the most recent updates at the Lake Casse Park District. Join our email list to receive community updates by emailing lakecasse@gmail.com with your full name, address and a contact phone so you may be added.



LAKE WATER HEALTH

In an effort to protect the health of our lake, we remain diligent working with the PCDOH reporting any suspicious odors or water seepage from the roads or properties leading into the lake. Dumping of chemicals or debris in storm drains on the roads is forbidden. Please monitor fertilizer regulations and use **Phosphate FREE fertilizer** on your lawns even if you do not live on the lakefront. Everything runs down hill and into storm drains. If you see or smell something please report it immediately to the **PCDOH at 845-808-1390**. We need everyone to take part in staying vigilant on the health of our lake.

SPRING SEPTIC CLEANING

Please remember to pump your septic systems bi-annually. Evans is a family owned local business for over 35 years. Evans Septic Tank Service, Inc. provides professional residential and commercial septic tank cleaning services as well as installation and repair of septic systems, septic tanks, new field installations, cesspools, and dry wells at affordable prices. **Evans is proud to offer Lake Casse residents a discount of \$10.00 off** of routine septic pump service. Please call or email them to schedule an appointment! **845-628-0166 or info@evansseptic-tank-service.net**

Community Announcements

COMMUNITY MEETING - TBA

(date/time will be posted on Facebook, email and lake bulletin board)

Please join us at the Lake Casse Clubhouse, especially if you are new to the Lake Casse community. This is a great opportunity to meet other community residents and neighbors, network, discuss upcoming events at the lake, learn about the community and ask questions.

★ EVENTS & ACTIVITIES ★

Our Events and Activities Committee is always looking for volunteers with fresh ideas and to help with organizing and planning activities to encourage a sense of community and togetherness. We are looking forward to hosting several summer events for the entire family. The clubhouse and beach are a truly amazing asset that we are lucky to have. It is a place where our kids and families can make lifelong friendships and memories. Some of the events include cardboard boat races, kids fishing derby, race around the lake, movie nights, campfire roasts, bingo, talent show, Halloween party, Breakfast with Santa, NYE Gala and much more.

If you are interested and willing to help with the planning and execution of any of these events or have other great ideas, please email lakecasse@gmail.com with your name and contact information. We will also have sign up sheets at the community meeting and July 4 BBQ!!!

- ★ May/June "Paint Night" - details and date to be announced
- ★ June 24 "Fun Run" - 2nd Annual run around Lake Casse - more details to follow
- ★ July 4 "Summer Kick off BBQ" more info will be sent out closer to the date
- ★ August 13 "Cardboard Boat Race" more info will be sent out closer to the date

*****More events to be added and announced*****

Events are subject to cancellation due to low RSVP or lack of volunteer help.

Please check our Facebook page and bulletin boards for up to date details on events to come.

Contact us: lakecasse@gmail.com to join our email list to receive community updates.

Visit us: <https://www.facebook.com/LakeCasseCommunity/>

BEACH PASSES

Enclosed you will find your (2) two 2023 Lake Casse Park District Beach Passes. Each beach pass allows up to 4 guests per pass. Keep them safe and write your family name on them. These are not transferable and can only be used by a park district resident. Please present your beach pass and ID to the gate guard to access the Lake Casse Park District.

WANTED - LIFEGUARDS & GATE GUARDS

for the upcoming 2023 Summer Season. Lifeguards must be certified, 16 y/o or older and able to work from Memorial Day to Labor day. Gate Guards do not need to be certified but the same availability is needed. Please email lakecasse@gmail.com if you are interested.

CLUBHOUSE RENTAL

The clubhouse is only available for rent to Lake Casse residents only. The cost is \$350 to rent plus \$350 damages security deposit which will be refunded after inspection. Any questions regarding rentals please email lakecasserentals@gmail.com. Please do not private message inquiries on facebook.

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: April 5, 2023

Re: C269 – CWD 9 Water Tank Building and Concrete repairs

On March 23, 2023 at 11:00 am Bids were opened by the Town Clerk for the above project. A copy of the bid opening results are attached. The scope of work involves the repair of concrete masonry and replacement of the water tank building.

A total of four (4) sets of bid documents were picked up by prospective bidders and contractor bidding service providers in response to the advertised invitation to bid. No addendums were issued by Weston and Sampson.

Weston and Sampson performed an analysis of the apparent low bidder's costs. A copy of the assessment is provided in the attached.

Two (2) contractors, Pappito Construction Company, Inc. and Tam Enterprises, Inc. submitted bids for the project. The following provides summary of the bids received. Also included are the existing bond values along with known Engineering Soft Costs:

CWD 9 Water Tank Building and Concrete Repairs				
TAM Enterprises, Inc.	Pappito Construction Company, Inc.	Engineering	Existing District Bond	Remaining Balance (Based on Low Bidder)
\$164,100	\$298,000	\$15,700	\$165,184	\$(14,620)

As indicated in the Table, the total authorized bonding for CWD9 is \$165,184. Based on the attached costs, we will exceed the approved funding by \$14,620. However, once the ARPA funds (\$5,120) and the water tank grant (\$320), the project will be short \$9,168, which can be funded through the operating budget. In speaking with the Town Comptroller a transfer to capital line will be opened so the necessary funds can be transferred. A budget revision will be necessary for this transfer.

Based on Weston and Sampson evaluation of bid amounts, experience of bidder, project needs and prior experience, we recommend that the contract be awarded to Tam Enterprises, Inc. as the lowest qualified bidder for this project.

April 5, 2023

Richard J. Franzetti, P.E, BCEE
Town Engineer
Engineering Department
60 McAlpin Avenue
Mahopac, NY 10541

Re: **Water Tank Building and Concrete Repairs
Carmel Water District 9
Contract No. C269
Bid Review and Award Recommendation**

On Wednesday, March 23, 2023, at 11:00 am Bids were opened by the Town Clerk for the above project. The scope of work involves the following:

- A. Demolition, Removals and Supports
- B. Framing
- C. Finishing
- D. Concrete and Masonry Repairs

The office of Weston & Sampson has completed the attached Bid Evaluation and Recommendation to Award.

Based on an evaluation of bid amounts, experience of bidder and project references we recommend that the Contract be awarded to TAM Enterprises, Inc. as the lowest bidder for this project.

TOWN OF CARMEL

WATER TANK BUILDING AND CONCRETE REPAIRS
CARMEL WATER DISTRICT 9

CONTRACT C269

BID EVALUATION AND
RECOMMENDATIONS TO AWARD

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ENCLOSURES

ATTACHEMENT A: BIDS RECIEVED

1. **EXECUTIVE SUMMARY**

The office of Weston & Sampson has completed the Engineer’s evaluation of bids received by the Town of Carmel for the Water Tank Building and Concrete Repairs– Carmel Water District 9. Bid documents were prepared by Weston & Sampson and bids were opened and recorded by representatives of the Town of March 23, 2023.

A total of four (4) sets of bid documents were picked up by prospective bidders and contractor bidding service providers in response to the advertised invitation to bid. One (1) addendum was issued by Weston & Sampson on February 14, 2023, to amend/clarify information contained in the bid documents, in response to questions and comments forwarded by prospective bidders.

TAM Enterprises, Inc. and Pappito Construction Company, Inc. submitted bids for the project.

2. **RECEIPT OF BIDS**

Bids were received for the Water Tank Building and Concrete Repairs– Carmel Water District 9 at 11:00 AM on March 23, 2023. Of the four (4) prospective Contractors in attendance at the pre-bid meeting, two (2) submitted bids representing a response rate of fifty percent. The table below provides summary of the bids received. Also included are the existing bond values along with known Engineering Soft Costs.

Water Tank Building and Concrete Repairs– Carmel Water District 9				
TAM Enterprises, Inc.	Pappito Construction Company, Inc.	Engineering	Existing District Bond Value	Remaining Balance (Based on Low Bidder)
\$164,100	\$298,000	\$15,700	\$165,184	(\$14,620)

3. **BID EVALUATION**

The attached Bid Tabulation form includes a summary description of the required forms/information to be submitted by each bidder along with verification that said materials were completed and provided by each bidder in accordance with the Contract Documents.

Provided below is a summary description of the Weston & Sampson evaluation and assessment of completed Bid Proposals by both bidders.

3.1. **TAM Enterprises, Inc.** (Bidder No. 1 hereinafter)

3.1.1. Accuracy of the Bid

No errors were found on the bid form submitted by Bidder No.1. The sum amount of payment Items matched the overall contract bid price of \$164,100.00.

As indicated on the attached Bid Tabulation form, Bidder No.1 provided all requisite forms/information in the completed Bid Proposal.

3.1.2. Qualifications

Bidder No. 1's references weren't contacted as Weston & Sampson has worked with this contractor in the past and is familiar with the quality of work that they provide.

3.1.2.1. Principal Personnel

The principals have done work under this name for the past twenty-nine (29) years.

3.2. **Papitto Construction Company, Inc.** (Bidder No. 2 hereinafter)

3.2.1. Accuracy of the Bid

No errors were found on the bid form submitted by Bidder No.1. The sum amount of payment items matched the overall contract bid price of \$298,200.00.

As indicated on the attached Bid Tabulation form, Bidder No.1 provided all requisite forms/information in the completed Bid Proposal.

3.2.2. Qualifications

Bidder No. 2's references weren't contacted.

3.2.2.1. Principal Personnel

The principals have done work under this name for the past seventy-one (71) years.

4. **RECOMMENDATIONS**

Weston & Sampson has reviewed the completed Bid Proposals submitted by the bidders for the Water Tank Building and Concrete Repairs– Carmel Water District 9 Project.

Both bidders evaluated herein submitted a conforming bid.

Based on an evaluation of bid amounts, experience of bidder, project needs and prior experience, we recommend that the contract be awarded to **TAM Enterprises, Inc.** as the lowest responsible bidder for this project.

P:\NY\Carmel, NY\N2190079 Water Tank Rehabilitation_Bid Phase\C269 Vista Terrace Building\Bids Received\2023\20230324 Bid Review Recommendation.docx

Town of Carmel						
Carmel Water District #9 Building and Concrete Repairs						
BID DATE: March 23, 2023						
Weston & Sampson			TAM Enterprises Inc. Goshen, NY		Papitto Construction Company, Inc. Carmel, NY	
ITEM NO.	CONT. QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
CWD #9						
1	1	Mobilization, Bonds and Insurance	\$ 6,077.00	\$ 6,077.00	\$ 32,000.00	\$32,000.00
2	1	Demolition, Removals, and Supports	\$ 18,470.00	\$ 18,470.00	\$ 33,500.00	\$33,500.00
3	1	Framing and Incidental Construction	\$ 101,419.00	\$ 101,419.00	\$ 102,000.00	\$102,000.00
4	1	Finished Work	\$ 14,550.00	\$ 14,550.00	\$ 112,700.00	\$112,700.00
5	1	Concrete and Masonry Repairs	\$ 23,584.00	\$ 23,584.00	\$ 18,000.00	\$18,000.00
CWD #9 Bid Total				\$164,100.00		\$298,200.00
Project Total				\$164,100.00		\$298,200.00

G:\Engineering\Contracts and RFPs\C269 - CWD 9 Building and Concrete repairs\Rebid\To Town Board\[Water Tank Building and Concrete Repairs CWD#9 Bid Tab.xls]Bid Tabulation

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Cc: [Maxwell, Mary Ann](#)
Subject: FW: 04-04-23 RE: 03-23-23 FW: Bid Opening - CWD #9 - Water Tank Building and Concrete Repairs - C269
Date: Wednesday, April 5, 2023 3:55:31 PM
Attachments: [image001.png](#)
[Water Tank Building and Concrete Repairs CWD#9 Bid Tab.xls](#)
[CWD#9 C269 Vista Terrace Bid Review Recommendation.pdf](#)

Rich,

The total authorized bonding for CWD9 is \$165,184. Based on the attached costs, we will exceed the approved funding by \$14,616. Once we apply the funds from ARPA (\$5,120) and the water tank grant (\$320), we will still be short \$9,168, which we can fund through the operating budget. I spoke with MaryAnn, and she will open a transfer to capital line to transfer the funds. A budget revision will be necessary for this transfer.

Thanks,

Donna Esteves

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

From: Longo, Zachary <LongoZ@wseinc.com>
Sent: Wednesday, April 5, 2023 11:27 AM
To: Esteves, Donna <de@ci.carmel.ny.us>; Zongol, Joseph <zongolj@wseinc.com>; Franzetti, Richard <rjf@ci.carmel.ny.us>; Hawley, Joshua <Hawley.Joshua@wseinc.com>
Cc: Stone, Carl W. <stonec@wseinc.com>
Subject: RE: 04-04-23 RE: 03-23-23 FW: Bid Opening - CWD #9 - Water Tank Building and Concrete Repairs - C269

Donna & Rich,

Please find the attached bid review recommendation letter with attached bids and bid tab. The recommendation letter has the financial summary table included within it. Let us know if you have any questions.

Thank you,

Zachary Longo, PE
PROJECT ENGINEER
Phone: 518-417-3428
Mobile: 914-217-8701



Weston & Sampson
1 Winners Circle, Suite 130 | Albany, NY 12205
Fax: 978-532-1900
westonandsampson.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: April 6, 2023

Re: CSD # 2 – CMF Mud well Pump

Inframark, the operators for Carmel Sewer District 2 (CSD 2) has advised the Engineering Department (Department) that mudwell pump #1, which recycles backwash and drainage from the CMF units, is currently out of service. It should be noted that it is running solely on pump #2, which is also in need of repairs. This is an emergency request as there is currently no backup pump.

Inframark requested and received the attached quotes to replace this pump. The cost to purchase and install this pump is \$36,035.00.

Inframark has advised this Department that the pump being replaced is ~ 17 years old. Replacement pump has a life expectancy of the pump ~ 15 years.

This purchase was considered as part of the 2023 budget and there are sufficient funds for this expense as provided in the attached.

As an FYI this project was completed as a Regulatory Upgrade and were financed through NYS EFC by New York City. The Town will be reimbursed for 50% of the costs.

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

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

TOWN OF CARMEL
ENGINEERING
REQUEST FOR PURCHASE OR REPAIR

District: CSD 2 CMF

Date of Request: 4-5-23

Asset ID #: 2958 & 2959

Request for Recommendation for Authorizing Resolution for Bidding & Award

Emergency Request

Item requested: Replacement CMF Mudwell 801 pump and motor: SIMFLO Vertical Turbine Pump model SA10C-3 and 15 HP NIDEC VHS electric motor 1800 RPM 3Phase 460 Volt NRR WP-1.

Purpose of item: This pump recycles backwash and drainage from CMF units. We have two pumps: 801 and 802; 801 is currently out of service and needing to be replaced. We are running solely on Pump 802, which also currently has need of some repairs. This can be considered an emergency because we have no backup pump.

Estimated age of equipment to be replaced / repaired: installed 2006 (17 years)

Estimated life expectancy of new equipment / repair: Approx. 15 years

Labor cost for installation and/or repair: Included in quotes

Vendor #1:	All Makes Pump & Motor Repair, Inc.	Cost: \$36,035.00
Vendor #2:	TAM Enterprises	Cost: \$66,640.00
Vendor #3:		Cost:

All Makes Pump & Motor Repair Inc.

1735 Front Street
 Yorktown Hts., NY 10598
 Ph: 914-243-3645
 Fax: 914-243-3661

QUOTATION

Date	Estimate #
1/31/2023	22-1393

CUSTOMER
Town of Carmel Engineering Dept. 60 McAlpine Ave Mahopac NY 10541

Terms	Rep	Delivery	Job
Net 30	BD	3 Weeks	Dist #2 Microf...

Qty	Description	Unit Price	Total
1	SIMFLO Vertical Turbine Pump model SA10C-3 (Duplicate of s/n 106116D) 250 GPM 130' TDH 1800 RPM 11.30 NOL HP 350.25" TPL LOT PRICE FOR BELOW LISTED ITEMS: MAKEUP: 3 STAGE SP9L COMPLETE SHORT SET ASSEMBLY ~7.00" TRIM 6" BUTT DISCHARGE SUCTION BELL 1-1/2" 10 THREAD STICKUP 10" CONSISTS OF: CAST IRON PORCELAIN ENAMEL LINED BOWLS, BRONZE & RUBBER BEARING, NICKEL ALUMINUM BRONZE IMPELLERS, 416SS SHAFT, 304SS COLLETS, 304SS BOLTING, 304SS BOWL SHAFT COUPLING 1-11-3/8" BOLT ON BASKET STRAINER WITH STAINLESS SCREEN 6" X 1-1/2" PRODUCT LUBE THREADED COLUMN ASSEMBLY CONSISTS OF: .277 WALL A53-B BUTT THREAD		20,175.00
		Total	

Signature

All Makes Pump & Motor Repair Inc.

1735 Front Street
 Yorktown Hts., NY 10598
 Ph: 914-243-3645
 Fax: 914-243-3661

QUOTATION

Date	Estimate #
1/31/2023	22-1393

CUSTOMER
Town of Carmel Engineering Dept. 60 McAlpine Ave Mahopac NY 10541

Terms	Rep	Delivery	Job
Net 30	BD	3 Weeks	Dist #2 Microf...

Qty	Description	Unit Price	Total
1	COLUMN PIPE, C1045 SHAFT, 304SS SLEEVES, 304SS COUPLINGS, 304SS DROP IN SPIDERS WITH RUBBER INSERTS SPC8 WATER LUBE DISCHARGE HEAD CONSISTS OF: 1-1/2" MOTOR SHAFT, 1-1/2" PRODUCT LUBE PACKING GLAND ASSEMBLY, SAFETY GUARDS, FOUNDATION PLATE 15 HP NIDEC VHS ELECTRIC MOTOR 1800 RPM3 PHASE 460 VOLT NRR WP-1 INVERTER DUTY PREMIUM EFFICIENT HO40V2BLG 1-1/2" CLUTCH		3,810.00
1	Shipping - Incoming freight		1,250.00
72	Labor (3 men for 24 hours) to remove existing SIMFLO vertical turbine and 40HP hollow shaft motor and install, adjust, run and test new pump and motor	150.00	10,800.00
		Total	\$36,035.00

Signature _____

114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Quote

Customer Town of Carmel
60 McAlpin Avenue
Mahopac NY 10541

Date Estimate #
04/04/2023 3542

PO #:

Description	Unit	Quantity	Rate	Amount
- Sewer District #2 - SIMFLO Vertical Turbine Pump				
TAM Enterprises Inc. is pleased to quote the following:				
- Removal of existing SIMFLO vertical turbine pump.				
- Supply & Installation of (1) new SIMFLO vertical turbine pump.				
For the sum of:		1.00	66640.000	66,640.00

Notes

Specs:

One(1) SIMFLO Vertical Short Set Turbine Pump Model SP9L(SA10C) 3 Stage 1800 RPM,
6" Flanged discharge-product lubrication. Standard Construction-Cast Iron, Nickel Aluminum
Bronze Fitted. Stainless Steel Strainer 6" threaded column 416SS lineshaft.
6" Cast Iron Discharge Head with Packing. Driven by new 15HP 1800RPM
Vertical Hollow Shaft Motor and Motor Shaft. Designed to pump 250GPM@130'
350.25" Total Pump Length. All Coatings included to match original.

Customer Signature _____

Accepted By : _____

Subtotal	\$66,640.00
Sales Tax:	0.00
Quote Total	\$66,640.00

24 Hour Emergency Service - Certified Backflow Prevention Technician - Hydro Vacuum Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines -Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps - Inset-A-Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

www.tamenterprises.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: March 27, 2023

Re: CSD# 5 Notice of Violation/Flow Testing

On November 6, 2015 the New York State Department of Environmental Conservation (NYSDEC) issued a Notice of Violation (NOV) to the Town. The NOV cited failure to meet both concentration-based and load-based ammonia (NH₃) limits in the wastewater treatment plant (WWTP) effluent. The facility also experiences flows that exceed the WWTP permit limit.

As the Board may be aware, this Department requested that Inframark, the contract operator for Carmel Sewer District 5 (CSD 5), perform smoke testing in the collection system. The smoke testing was completed by Duke Root Control in November 2022 and subsequent repairs were made to infrastructure in the vicinity of the WWTP. The plant is still experiencing flows which exceed the permit limit.

As part of the facility upgrade that is required under the NOV, this Department requested that Inframark, obtain quotes to perform a more detailed assessment to find potential points of inflow and infiltration in the public portion of the sanitary sewer system. Once determined, further investigations may be needed to address these flows.

Inframark received the following attached quote from to Dukes Root Control in the amount of \$24,000.00. As identified in the attached, this quote uses a proprietary flow detection system. Based on the Towns procurement policy this service could be characterized as "Sole Source Provider". As identified in the Procurement Policy, the procurement of this service would be exempt from competitive pricing. A Town Board Authorizing Resolution is required for Sole Source Services that exceed \$10,000.

As provided in the attached, this work will be funded through the capital project for CSD5. This Department recommends approval of the Dukes Root Control proposal.

Town of Carmel

Duke's Triage I&I Microdetection Study

Mar 22, 2023





03 / 21 / 2023

Richard Franzetti, P.E. BCEE
Town of Carmel
60 McAlpin Ave.
Mahopac, NY 10541

PROJECT NAME: Duke's Triage I&I Microdetection Study

Dear Richard,

Duke's Root Control, Inc. is pleased to submit this proposal to Town of Carmel for the Duke's Triage I&I Microdetection Study. All details regarding this project are contained within the pages of this proposal and include sample deliverables, scope of service descriptions, and pricing.

This proposal is being submitted based on interpretations made from the study maps or information we have been provided. Please review for accuracy.

Thank you for your consideration and the opportunity to illustrate our services. Please do not hesitate to contact me with any questions regarding this proposal.

Sincerely,
Duke's Root Control, Inc.

A handwritten signature in black ink, appearing to read "M. Grandinetti".

Matt Grandinetti
Mid-Atlantic Regional Manager
443-821-9605
matt@dukes.com

I&I Micro Detection

iTracking® Micro Detection is based on a simple premise:

What municipalities and utilities are ultimately interested in accomplishing is NOT to measure each gallon of I&I but to quickly and cost-efficiently PINPOINT those areas within the collection network responsible for contributing the greatest influx of rain and groundwater.

This is exactly what Eastech's iTracking Micro Detection technology is designed to achieve; locate inflow and infiltration down to adjacent manholes simply, safely, quickly and affordably.

Hundreds of independent flow studies have confirmed that 80% of I&I resides in just 20% of the collection network. It is in this 20% of the system that I&I needs to be discovered. Conventional Doppler-type flow meters, while able to measure flows in larger basins (2-4 miles) where wastewater levels remain at heights satisfactory for covering their "bottom-sitting" sensors, have proven themselves incapable of providing the necessary high resolution monitoring required for micro detecting I&I in the smaller diameter pipes (8"-12") that make up 85% of almost every collection system. This shortcoming presented Eastech with an opportunity for developing a solution not currently possible with conventional flow metering devices.

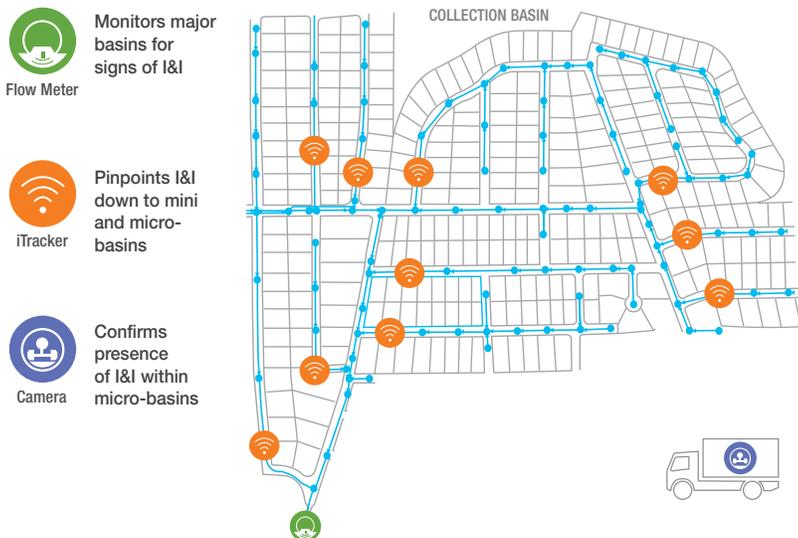
The key to iTracking Micro Detection is the seamless integration of low-cost sensors, wireless connectivity and automated analytical software, delivering results where portable flow meters fall short. iTracker® Wi-Fi and cellular-enabled sensors simply and safely record wastewater levels from 0 – 100% pipe ID during dry day periods and wet weather events and then convert those changes in level to volumetric differences in flow through the use of uniquely developed algorithms embedded within the iTracking software program. With the simple click of a button, bar charts, line graphs and operating performance reports are clearly presented detailing the contribution of I&I for each mini and micro-basin within the area under investigation. In many instances, the problem is pinpointed down to adjacent manholes without the requirement for expensive monitoring equipment, confined-space entry, repetitive maintenance or "in the road" data retrieval.

The success or failure of attempts to determine the actual location of I&I does not depend on the length of the sewer evaluation study period but rather on the investigative ability of the detection method employed. With iTracking Micro Detection technology, the time period to pinpoint faulty infrastructure could be as short as one rain event. This single storm approach is the biggest factor in delivering a successful and cost saving I&I detection study.

iTracking® Micro Detection has the ability to reveal the location of I&I after a single storm event

- Low-cost iTracker sensors provide the high-resolution data points required for pinpointing the 20% of faulty infrastructure contributing the majority of I&I.
- By strategically placing iTracker sensors upstream of regional flow meters, changes in wastewater volume as small as 1/10" can be observed in both mini and micro-basins.
- Maintenance-free iTracker sensors are capable of accurately measuring collection system performance on streets with minimal amounts of homes or commercial facilities.
- iTracker sensors are installed from the street level without the need for confined-space entry. Sensor calibration is accomplished in 5 minutes using any Wi-Fi enabled mobile device.

iTracking® Bridges the Gap between Flow Meters and Inspection Cameras



In most instances, **after just a single storm event**, the problem is pinpointed down to mini and micro basins without the requirement for expensive monitoring equipment, confined-space entry, repetitive maintenance or "in the road" data retrieval. This single storm approach is the main factor when it comes to delivering a successful and cost effective I&I detection study.

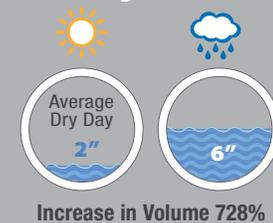
How iTracking® Works

iTracker® Wi-Fi or cellular-enabled sensors simply and safely record wastewater levels from 0–100% pipe ID during dry day periods and wet weather events and then convert those changes in level to volumetric differences in flow through the use of uniquely developed algorithms embedded within the iTracking software program.

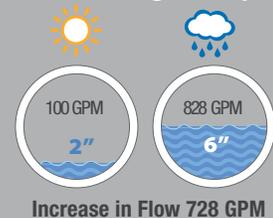
iTrackers® monitor and record levels within the manhole



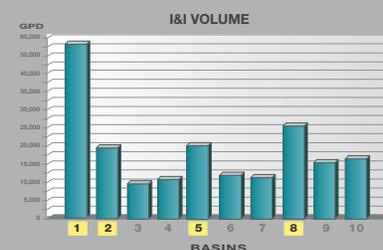
Smart algorithms convert changes in level to changes in volume



iTracking analytics convert changes in volume to flow in gallons per minute



Software identifies micro basins with the greatest amounts of I&I



With the simple click of a button, bar charts, line graphs and operating performance reports are clearly presented detailing the contribution of I&I for each mini and micro basin under investigation.

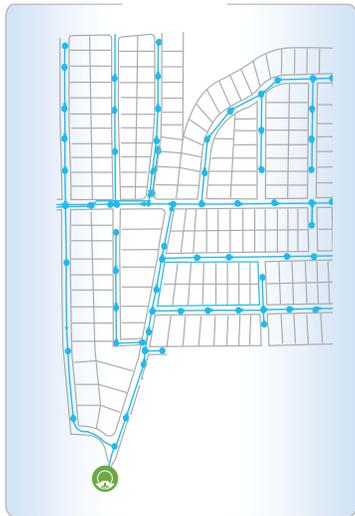
I&I Micro Detection

Zeroing in on the problem

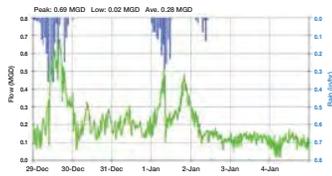


Flow Meter (Major Basin Monitoring)

Portable flow meters monitor operating conditions in major basins (2-4 linear miles) in order to discover the extent of inflow and infiltration.



Hydrographs are then created for each Major Basin showing increases in wastewater volume during periods of wet weather.

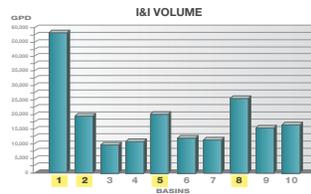


iTracking (Mini Basin I&I Detection)

iTracker sensors are strategically distributed within each major basin responsible for allowing the entry of excess volumes of ground and storm water.

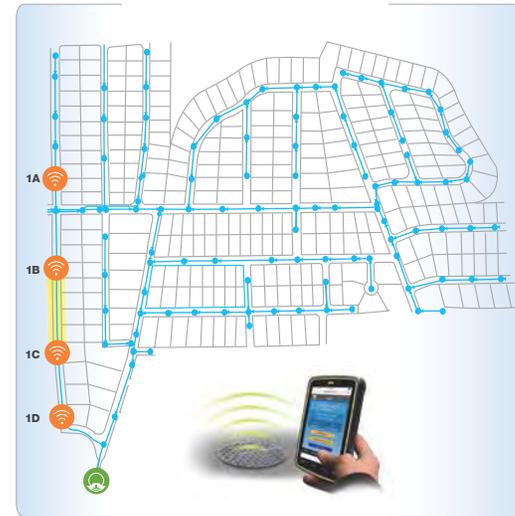


"At a glance" iTracking analytics automatically identify the mini basins (1, 2, 5 & 8) responsible for contributing the highest percentages of I&I.

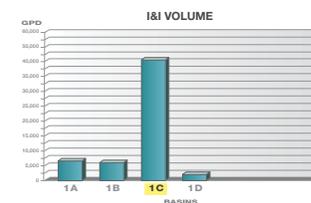


iTracking (Micro Basin I&I Detection)

Having discovered that mini basin 1 is responsible for 30% of total I&I, iTracker sensors are relocated creating (4) micro basins within mini basin 1.

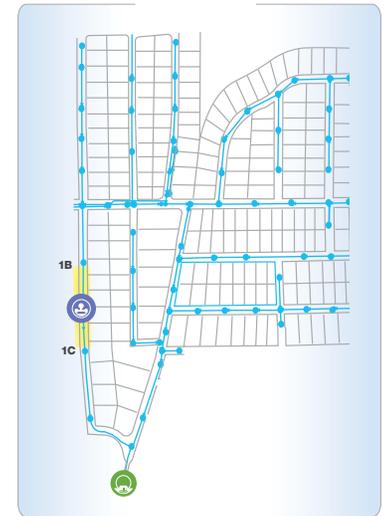


iTracking analytics immediately discover that micro basin 1C, comprised of adjacent manholes 1B - 1C, is contributing 75% of the I&I within all of mini basin 1.



Camera (I&I Confirmation)

A robotic inspection camera is employed to ascertain the exact cause of the Rain-Derived Inflow & Infiltration (RDII) entering micro basin 1C.



Robotic cameras are capable of providing visual evidence as to whether I&I is due to faulty construction, crumbling pipes or improper installation.



Advanced Technology

The Simpler the Better

Non-confined space iTracker installation is accomplished in 15 min.



Non-contact iTracker ultrasonic sensors are maintenance-free.

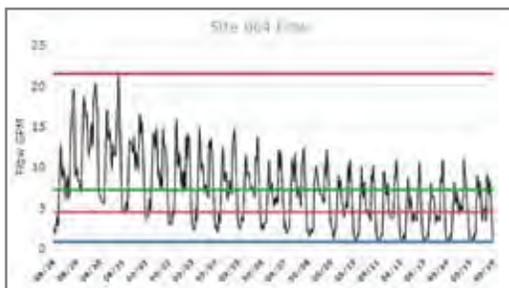


Wi-Fi and cellular iTrackers allow for safe data retrieval.



Results At A Glance

Simple to understand bar charts, line graphs and consolidated reports depict “at a glance” mini and micro basins responsible for contributing the greatest amounts of I&I. By presenting all of the results within a single chart, the most problematic sites are immediately identifiable.



Baseline	Groundwater Volume	Spill Volume	Overflow	De-Food Volume	Site Total Volume
Site 001	2,224.75 gal	43,412.00 gal	64,305.42 gal	22,841.75 gal	130,784.92 gal
Site 002	12,454.44 gal	37,275.00 gal	22,765.00 gal	94,025.45 gal	166,520.89 gal
Site 003	1,864,871.81 gal	46,472.47 gal	622,452.70 gal	212,094.42 gal	2,743,893.40 gal
Site 004	48,422.30 gal	46,472.30 gal	165,463.81 gal	114,227.42 gal	374,585.83 gal
Site 005	77,417.30 gal	77,743.00 gal	148,261.47 gal	94,229.00 gal	397,649.77 gal

iTracker Micro Detection - Scope of Services

Process

1. Receive and upload current GIS / GDB files from client (data requisition guide may be supplied upon project initialization).
2. Determine location to place initial iTracker units based on flow data obtained from maps or GIS files to properly canvass the study area. Proposed iTracker locations have been plotted on the proposal map. Final locations placed with client collaboration to achieve best results.
3. Provide client link to view or approve locations for units and supply throughout the duration of the project.
4. Access manholes and install iTracker units in accordance with manufacturer recommended installation procedures
5. After 60 days installed, Dukes will remove and upload data from iTracker units. If there is no qualifying rain event (defined as single day rain event 1" or greater), then Dukes will extend the study period an additional 30 days for a maximum study period of 90 days. Rain data will be determined by an average of two of the following means: (1) Weatherunderground.com/NOAA weather service data; (2) rain data captured by Utility rain gauges; (3) deployment of Duke's digital rain gauge deployed centered in the study area. Multiple rain gauges may be deployed at the discretion of Duke's if found to be beneficial to the study data. Final determination of rain data will be at client's discretion if more than one rain source is used.
6. Maintain iTracker units by replacing batteries or units as required.
7. Review, analyze and report data from test period per the sample deliverables.
8. Review all data with client on a monthly basis (or otherwise agreed time period based on substantial rain event referenced above) and again at the end of the study period to identify areas of the system prone to elevated levels of inflow or infiltration during and after rain events

Responsibilities of Dukes

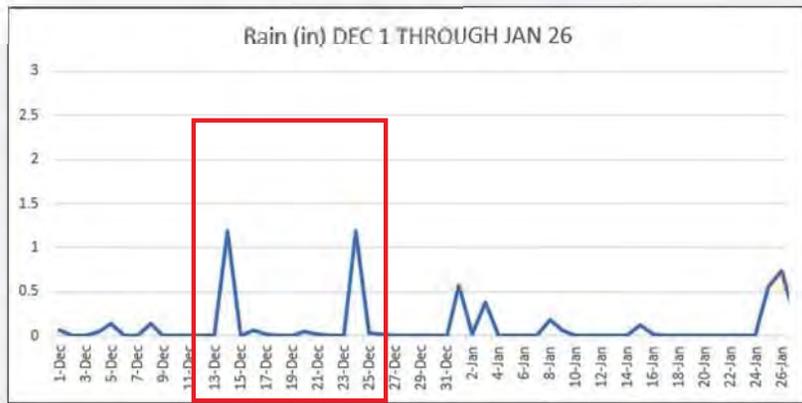
1. Provide all necessary crew and equipment to complete the project
2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests.
3. Ensure that all vehicles are properly marked and have adequate safety lighting
4. Act in a polite, professional manner at all times and especially when dealing with the public
5. Report any severe observations to the point person from the client's office assigned to this project.

Responsibilities of Client

1. Provide contractor with all electronic data to successfully complete the project (see data requirements page)
2. Assist contractor with public issues or concerns
3. Agree to promptly review and advise contractor on any changes to location of iTracker units if client is participating in the iTracker placement process
4. Assist contractor with location and access of buried or surcharged manhole structures that have been deemed optimal locations for iTracker placement.
5. Assist Dukes with traffic control to ensure a safe installation of units. If traffic control or permitting is the responsibility of Duke's, client must disclose this prior to execution of contract and commencement of work.

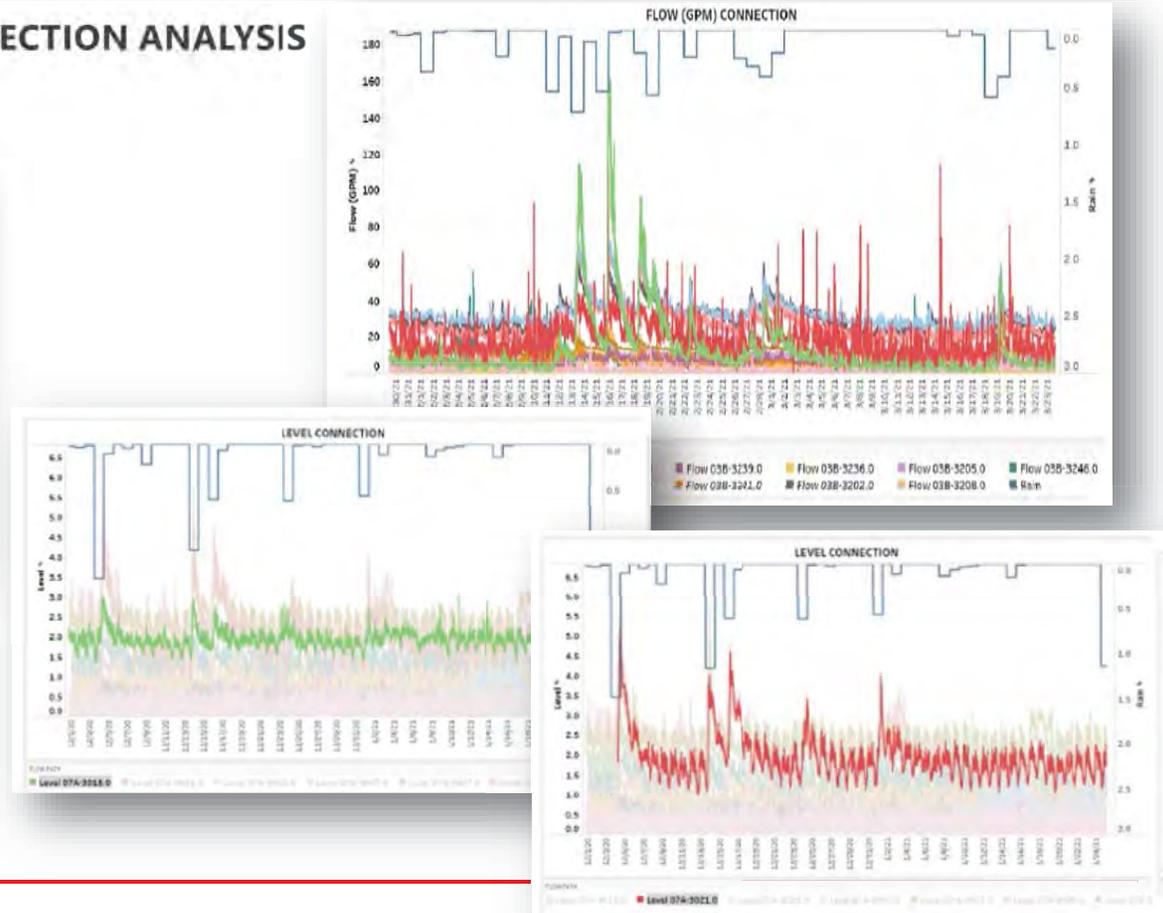
iTracker Micro Detection - Sample Deliverables

RAIN DATA



Number of Rain Days	Average Rainfall	Average Wet Period	Heaviest Rainfall in a Day
21 Days	0.26 inches	37%	1.18 inches

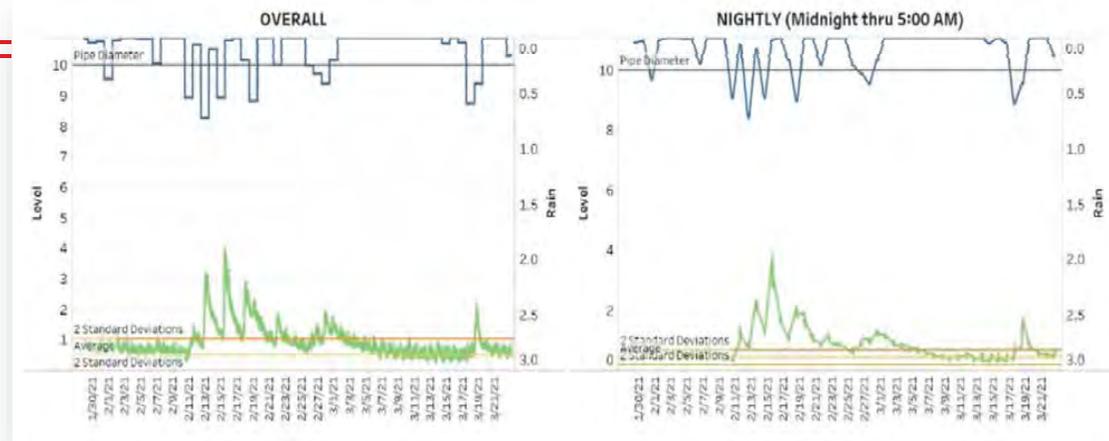
CONNECTION ANALYSIS



POPULATION TABLE

Zone	Manhole ID	Pipe Size	Individual Population	Cumulative Population	Minimum Level (in)	Average Level (in)	Peak Level (in)	Total Observations	Standard Capacity (in)	Difference Average to Peak (in)	Percent Observed Over Standard Capacity	Surcharged	Over Standard Capacity	25% Over Capacity	IMU	Final Rating
2	03B-1156.0	8	5	221	0.63	1.20	3.96	5,382	2.67	2.76	3.18%	✓	✓	✓	✓	Moderate
2	03B-1170.0	8	30	30	0.00	0.70	2.72	5,190	2.67	2.02	0.02%	✓	✓	✓	✓	Moderate
2	03B-1172.0	8	24	24	0.01	0.93	2.75	5,192	2.67	1.82	0.06%	✓	✓	✓	✓	Moderate
2	03B-1174.0	8	12	12	0.01	0.45	2.36	5,191	2.67	1.91	0.00%	✓	✓	✓	✓	Fair
2	03B-1177.0	8	25	53	0.00	0.43	2.28	5,373	2.67	1.85	0.00%	✓	✓	✓	✓	Fair
2	03B-1179.0	8	28	28	0.01	0.48	2.49	5,370	2.67	2.01	0.00%	✓	✓	✓	✓	Fair
2	03B-1162.0	8	32	97	0.02	0.52	1.49	5,208	2.67	0.97	0.00%	✓	✓	✓	✓	Fair
2	03B-1186.0	8	35	35	0.00	0.76	2.21	5,208	2.67	1.45	0.00%	✓	✓	✓	✓	Fair
2	03B-1166.0	8	30	30	0.37	0.87	2.16	5,210	2.67	1.29	0.00%	✓	✓	✓	✓	Fair
3	03B-0084.0	12	27	188	2.94	3.90	7.16	5,385	4.00	3.26	100.00%	✓	✓	✓	✓	Severe
3	03B-1260.0	8	20	52	0.04	0.35	1.95	5,255	2.67	1.60	0.00%	✓	✓	✓	✓	Fair
3	03B-1250.0	8	9	6	0.00	0.51	6.57	5,198	2.67	6.06	0.21%	✓	✓	✓	✓	Moderate
3	03B-1252.0	8	12	121	1.13	1.96	3.83	5,196	2.67	1.87	6.27%	✓	✓	✓	✓	Moderate
3	03B-0089.0	8	44	106	2.71	3.57	7.61	5,196	2.67	4.04	74.90%	✓	✓	✓	✓	Severe
3	03B-1297.0	10	10	101	0.78	2.27	6.49	5,084	3.33	4.22	22.52%	✓	✓	✓	✓	Moderate
3	03B-1270.5	8	5	10	0.01	0.91	2.09	5,086	2.67	1.18	0.00%	✓	✓	✓	✓	Fair
3	03B-1272.0	8	22	8	0.00	0.30	1.81	5,088	2.67	1.51	0.00%	✓	✓	✓	✓	Fair
3	03B-1274.0	8	11	4	1.04	1.51	3.14	5,088	2.67	1.63	0.08%	✓	✓	✓	✓	Moderate
3	03B-1276.0	8	37	62	0.00	0.78	1.62	5,089	2.67	0.84	0.00%	✓	✓	✓	✓	Good
3	03B-1289.0	8	10	15	0.00	0.71	2.78	5,097	2.67	2.07	0.02%	✓	✓	✓	✓	Good
3	03B-1293.0	8	53	29	0.00	0.49	1.20	5,246	2.67	0.71	0.00%	✓	✓	✓	✓	Good
4	03B-1192.0	10	15	15	0.68	1.43	6.15	5,382	3.33	4.72	3.66%	✓	✓	✓	✓	Severe
4	03B-1215.0	8	46	260	0.01	0.74	2.55	5,263	2.67	1.81	0.00%	✓	✓	✓	✓	Good
4	03B-1224.0	8	6	20	0.00	0.29	1.56	5,371	2.67	1.27	0.00%	✓	✓	✓	✓	Good
4	03B-1196.0	10	15	21	2.83	3.42	6.83	5,262	3.33	3.41	45.63%	✓	✓	✓	✓	Severe
4	03B-1200.0	8	5	12	2.50	3.05	6.36	5,175	2.67	3.31	97.60%	✓	✓	✓	✓	Severe
4	03B-1201.0	8	17	192	0.78	1.85	7.80	5,188	2.67	5.95	11.24%	✓	✓	✓	✓	Moderate
4	03B-1239.0	8	10	10	0.05	0.35	0.80	5,270	2.67	0.45	0.00%	✓	✓	✓	✓	Good
4	03B-1241.0	8	8	138	0.00	0.10	1.10	5,189	2.67	1.00	0.00%	✓	✓	✓	✓	Good
4	03B-1236.0	8	4	133	0.00	0.45	1.48	5,370	2.67	1.03	0.00%	✓	✓	✓	✓	Good
4	03B-1202.0	8	18	111	0.54	1.29	4.73	5,281	2.67	3.44	1.84%	✓	✓	✓	✓	Moderate
4	03B-1246.0	8	15	100	0.01	0.50	1.60	5,203	2.67	1.10	0.00%	✓	✓	✓	✓	Fair
4	03B-1205.0	8	14	10	0.69	1.49	3.13	5,188	2.67	1.64	0.64%	✓	✓	✓	✓	Moderate
4	03B-1208.0	8	15	53	0.00	0.32	1.96	5,190	2.67	1.64	0.00%	✓	✓	✓	✓	Fair

DETAILED HYDRAGRAPHS



FINAL MAP



SL RAT - Scope of Services

Process
<ol style="list-style-type: none"> 1. Making every reasonable effort to access each manhole, complete field survey by installing transmitter and receiver between each pipeline segment in the test area. Any lines greater than 15" will automatically be excluded due to the maximum pipe size eligible for collection with the SL Rat unit. 2. Collect score of pipe segment and record it into our GIS tool 3. Upload data to server and audit for errors. Any errors are recorded and communicated to field staff to retest the line segment. 4. Provide .CSV and .SHP export data files for pipeline segments 5. Provide executive summary report identifying all pipes and their corresponding scores 6. Update GIS client portal system in real time to display completed, surcharged, or missing structures.

Optional Services When Selected
<p>Snapping Pipeline Segments</p> <p>When included in proposal, snap pipeline segments to adjoining manholes with the SL RAT score</p>
<p>GPS Coordinates / Geodatabase deliverable</p> <p>When included in proposal, contractor to shoot each asset using Trimble GNSS R2 receiver with centimeter accuracy with data correction services. Exceptions to centimeter accuracy might occur based on tree cover or other satellite obstruction. Contractor will make every possible effort to ensure centimeter accuracy is achieved for each asset. All data will be delivered via Geodatabase format including updating the client's existing attribute table and linking the SL RAT scores to the pipeline segment</p>
<p>Integration Into Client Asset Management or Work Order System</p> <p>When included in proposal, and when available, consultant to work with utility to define scores and populate those into client's work order management system for cleaning or further CCTV review.</p>

Responsibilities of Consultant	Responsibilities of Client
<ol style="list-style-type: none"> 1. Provide all necessary crew and equipment to complete the project 2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests. 3. Ensure that all vehicles are properly marked and have adequate safety lighting 4. Act in a polite, professional manner at all times and especially when dealing with the public 5. Report any severe observations to the point person from the client's office assigned to this project. 	<ol style="list-style-type: none"> 1. Provide contractor with all electronic data to successfully complete the project 2. Assist contractor with public issues or concerns 3. Assist with locating or exposing "cannot locate" or "cannot access" structures. 4. Provide point of contact for project. 5. Make every possible effort to ensure that the survey map is current and accurate and that manhole lids are accessible so that project can be completed in designated time frame.

Manhole Inspections - Scope of Services

Process (All Levels of Service)

1. Making every reasonable effort to access each manhole, complete field televising using a digital manhole camera system (Panoramo 360 SI) at all times possible. Upon occasion, access with the camera system will not be possible due to terrain, resident access issues or location. At those times, crews will use a digital pole camera to obtain video files. Verify all field measurements with survey stick, pipe diameter verification tool and tap measure.
2. Contractor to provide all equipment and personnel as required to complete inspections, including at least (1) NASSCO certified inspector onsite during inspections per camera truck.
3. Provide all data in Access (NASSCO export DB) and .CSV / Excel format. Provide all digital scan files (.IPF file extension) as well as the free required view software to view the IPF files. Provide all PDF reports including appropriate attribute information collected per level of inspection detailed below. Provide access to these files via FTP or web link and provide them via USB external hard drive when requested.
4. Update GIS client portal system in real time to display completed, surcharged, or missing structures.

Level 1 MACP Inspection Specifics

Complete inspection using Panoramo 360 SI digital scanning camera equipment to perform full Level 1 MACP inspections including “non-entry” observations such as Cover, Frame, Chimney, Wall, Bench & Invert condition (Pass/Fail), confirmation of location, type of structure and evidence of surcharge and all other Level 1 MACP fields. Any additional fields not listed on the MACP Level 1 can be added as required by the client with advanced notice prior to start of project (additional fees may apply).

Level 2 MACP Inspection Specifics

Complete inspection using Panoramo 360 SI digital scanning camera equipment to perform full Level 2 MACP inspections including “remote entry” observations including all Level 1 MACP fields as well as all Cover dimensions (diameter, surface bearing, condition, lid type); Frame dimensions (all measurements, condition, inflow); Cover Insert (yes/no, condition); Frame Adj Ring (yes/no, height, condition); Chimney (yes/no, material, condition, depth); Cone (yes/no, type, material, condition, depth); Wall/Barrel (type, material, condition, depth); Bench (yes/no, type, material, condition, lining); Channel/Invert (yes/no, type, material, condition, lining); Pipe (All Rim-to-Invert dimensions for each pipe, pipe size/shape, condition, and material). Any additional fields not listed on the MACP Level 2 can be added as required by the client with advanced notice prior to start of project (additional fees may apply).

Manhole Inspections Scope of Services (continued)

	<p>Optional Services When Selected</p>
	<p>Repair Recommendations (Executive Dashboard Program) When included in proposal, repair recommendations for each manhole will be provided. The means in which this data will be delivered will be via Excel VBA driven spreadsheet program and will include the Asset ID#, Severity Rating (0 = good condition – no I/I and/or no structural defect or repair that should be considered as preventative or made within 7-10 years; 1 = fair condition – light I/I and/or structural defect that should be repaired within 5-7 years; 2 = moderate severity – regular flowing I/I and/or structural repair that should be made within 1-3 years; 3 = severe condition – heavy I/I and/or severe structural defect that should be repaired immediate to 1 year), Type of Repair by category (e.g. grout, curtain grout, chimney seal, lining, inside drop, bench rehab or replacement, etc), estimated budget price for repair and notes on condition or repair. All data from the original survey will be presented in drill down format through our Executive Dashboard Program.</p>
	<p>GPS Coordinates / Geodatabase deliverable When included in proposal, contractor to shoot each asset using Trimble GNSS R2 receiver with sub-foot accuracy with data correction services. Exceptions to sub-foot accuracy might occur based on tree cover or other satellite obstruction. Contractor will make every possible effort to ensure sub-foot accuracy is achieved for each asset. All data will be delivered via Geodatabase format including updating the client's existing attribute table and linking PDF reports to the asset (if requested).</p>
	<p>Integration Into Client Asset Management or Work Order System When included in proposal, and when available, consultant to work with utility to define repair types and populate those into client's work order management system.</p>

Responsibilities of Consultant	Responsibilities of Client
<ol style="list-style-type: none"> 1. Provide all necessary crew and equipment to complete the project 2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests. 3. Ensure that all vehicles are properly marked and have adequate safety lighting 4. Act in a polite, professional manner at all times and especially when dealing with the public 5. Report any severe observations to the point person from the client's office assigned to this project. 	<ol style="list-style-type: none"> 1. Provide contractor with all electronic data to successfully complete the project 2. Assist contractor with public issues or concerns 3. Assist with locating or exposing "cannot locate" or "cannot access" structures. 4. Provide point of contact for project. 5. Make every possible effort to ensure that the survey map is current and accurate and that manhole lids are accessible so that project can be completed in designated time frame.

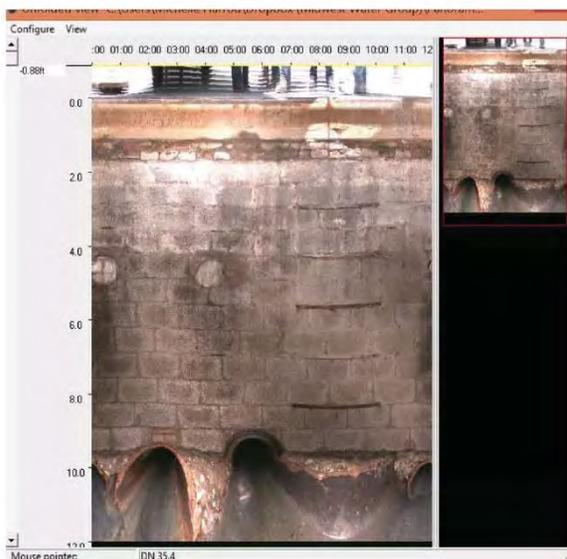
Manhole Inspections - Sample Deliverables

Video Files & Functionality

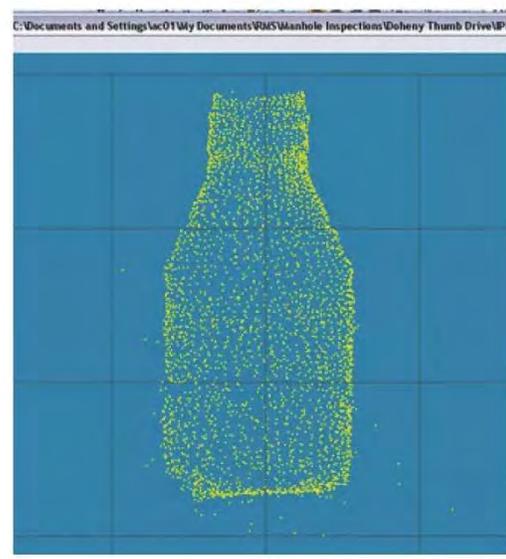
Sample Panorama 360 SI Imaging (Level 1 & Level 2 services). There are three views within the Panorama camera files - the 360 view which allows the user to pan/tilt and move up/down through the structure, the unfolded view which allows the user to take measurements and the point cloud view which allows the user to determine structure type and import into CAD. Collectively, these three perspectives portray the condition, size and defects within the structure.



360 Perspective View



Unfolded View



Point Cloud View

Reporting

Client will receive reports delivered in PDF format from a NASSCO certified software (PipeLogix). Based on the level of inspection (Level 1 or Level 2), fields within the report will be entered according to the required fields for the survey. For a level 2 survey, customer will receive a picture defect report, in addition to the standard MACP report pictured below. In addition to PDF format, all data is also delivered in a current NASSCO MACP compliant MS Access Database (.MDB) and MS Excel (.XLS) format for easy integration into most software platforms. Other reports such as the NASSCO Quick Rating score report and summary reports is also prepared as part of the standard deliverables package. Please reach out to us if you have specific data integration needs.

MACP Survey Report 4 Report Date: 2013/06/19

Sheet No. 5 Survey Date: 2013/06/19 P.O. No. _____
 Location (No. & Name) _____ Inspection Level: Level 1
 Local/By City Name _____ Inspection Status: Current Inspection

Adjustment Ring
 MR Adjustment Ring Type: None
 MR Adjustment Ring Material: _____
 MR Adjustment Ring Height: _____

MR Adjustment Ring
 Sound Corroded/Placed/Worn
 Cracked Leaking
 Missing Poor Installation

Frame
 Frame Material: Cast Iron Frame Offset Distance: 0 in
 Frame Sealing Surface Width: _____ Frame Depth: _____
 Frame Hoisting Surface Depth: _____
 Frame Clear Opening Diameter: _____
 Frame Seal Inflow: 100% Closed

Frame Seal Condition
 Sound Missing Loose/Not Attached
 Cracked Corroded/Placed/Worn Leaking
 Missing Offset

Chimney
 Chimney Material 1: Concrete Interior Chimney Coating/Line: _____
 Chimney Material 2: _____ Chimney Material 3: _____
 Chimney Clear Opening: _____ Exterior Chimney Coating/Line: _____
 Chimney Depth: _____ Chimney in: 100% Closed

Cone
 Cone Type: Concrete Reinforced Cone Depth: _____
 Exterior Cone Coating/Line: _____ Cone Material: Concrete (non-reinforced)
 Interior Cone Coating/Line: _____

Wall
 Wall Diameter 1: 43 in Wall Depth: _____
 Wall Diameter 2: _____ Interior Wall Coating/Line: _____
 Wall Material: Concrete (non-reinforced) Exterior Wall Coating/Line: _____

Branch
 Branch Present: None
 Branch Material: Concrete (non-reinforced)
 Branch Coating/Line: _____

Channel/Step
 Channel: _____ Step: _____
 Channel Material: Concrete (non-reinforced) # Steps: 0
 Channel Type: Normal Channel Exposure: Partially Opened
 Channel Insulated: Yes Step Material: Metal

Detail Report

MACP Survey Report 4 Report Date: 2013/06/19

Sheet No. 5 Surveyor's Name: Brandon Certificate Number: T-1104-1714 Date: 2013/06/19 Time: 13:19
 Survey Customer: Drainage Area System Owner: _____
 P.O. No. _____ Location (No. & Name): New Haven, Indiana Location (No. & Name): 3527 Kirkland Dr
 Further Location Details: _____ Year Rehabilitated: _____
 Outgoing Rim to Invert: _____ Outgoing Grade to Invert: _____ Rim to Grade: _____ Use of Sewer: _____ Sanitary: _____

Cover **Frame** **Chimney**

 File Date: 2013/06/19 15:55

Frame

 File Date: 2013/06/19 16:06

Chimney

 File Date: 2013/06/19 16:07

Cone **Wall** **Wall**

 File Date: 2013/06/19 16:07

Wall

 File Date: 2013/06/19 16:09

Wall

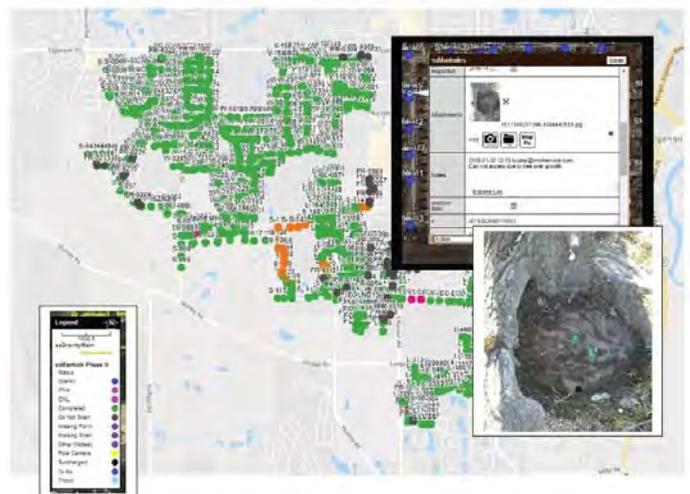
 File Date: 2013/06/19 16:09

PipeLogix Inc. Phone: 866-299-3150 Fax: 760-406-8023

Defect Picture Report

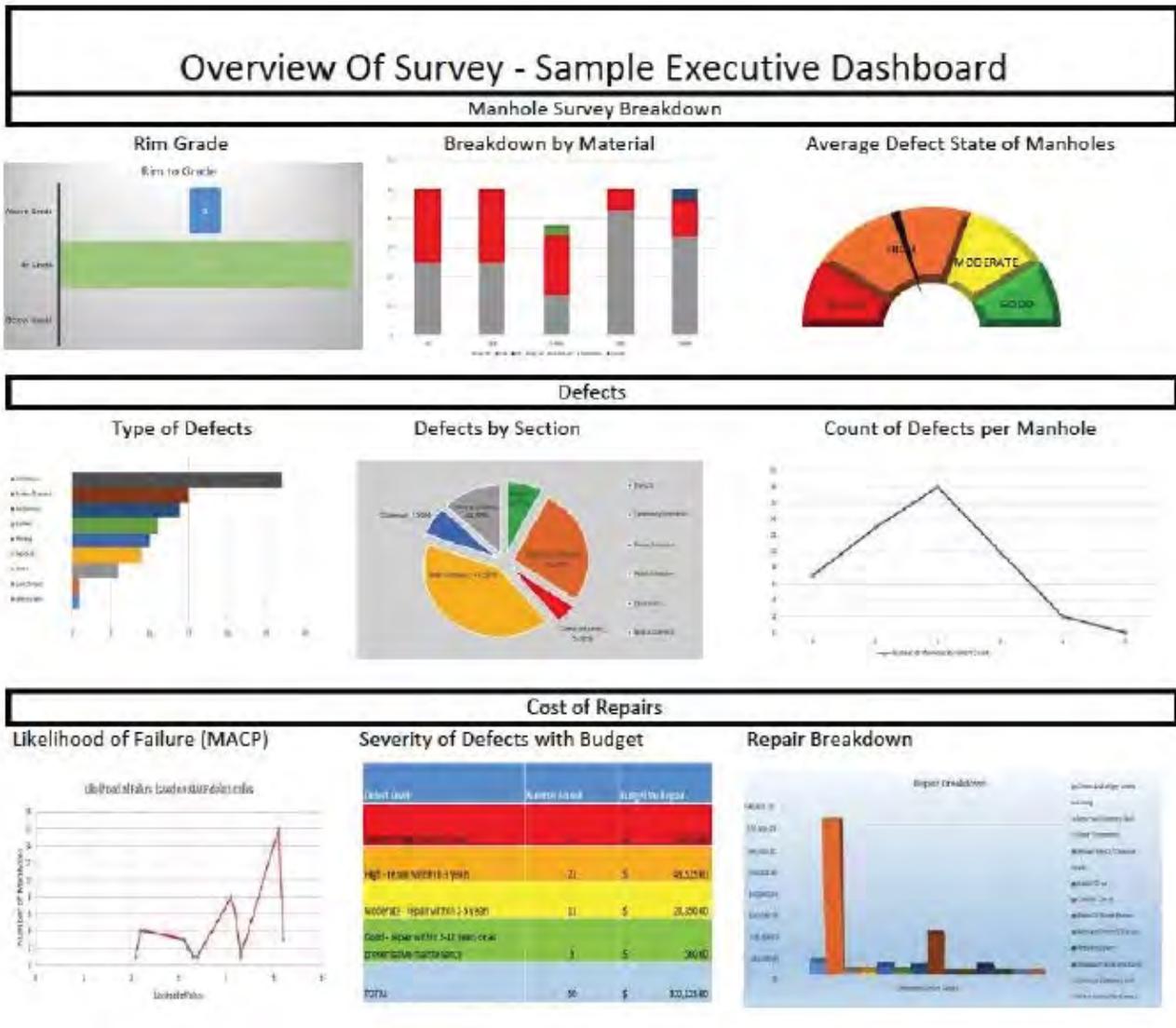
GIS Tool

Our field collection process is real time, and at your fingertips. We do this through our hosted GIS platform in which we grant you access during the project. You can use it to view crew progress, identify and help remedy access issues and identify surcharges or immediate issues before deliverables are created. At the end of the project, we submit all data to you back in Geodatabase format, including repair recommendations, issue structures and found structures. We believe in easy data integration so we prepare you deliverables in a variety of formats that integrate into GIS, ERP and Asset Management Systems. Just ask!



Executive Level Analysis and Reporting Options

Our dynamic Dashboard tool allows you to quickly view, query and sort your data to drill down to the information you need to perform critical repairs or to generate bid files for CIP programs. View pictures from the tool, group like manholes together and print combined reports in PDF. The power of the project is at your fingertips!





Richard Franzetti, P.E. BCEE
Town of Carmel
60 McAlpin Ave.
Mahopac, NY 10541

Data Share Authorization Request

Type of Sharing Request:	<input type="checkbox"/> Reference	<input type="checkbox"/> GIS	<input type="checkbox"/> Printed Reports	<input type="checkbox"/> Full Deliverables*
Time of Share:	<input type="checkbox"/> Single Use Party of Sharing to: [Sharing Party] <input type="checkbox"/> Unlimited Use			
Time Period:	Expiration Date: [Expiration Date] <input type="checkbox"/> No Expiration date			

*Full Deliverables includes Work Files

CLIENT NOTES OR EXCEPTIONS

DUKES NOTES OR EXCEPTIONS

Sincerely,
Duke's Root Control, Inc.

Christina Urbina
Title:

Date:

Approved By:
Town of Carmel

Richard Franzetti, P.E. BCEE
Title:

Date:

Maps of Subject Area

Proposed subject area supporting documents and maps

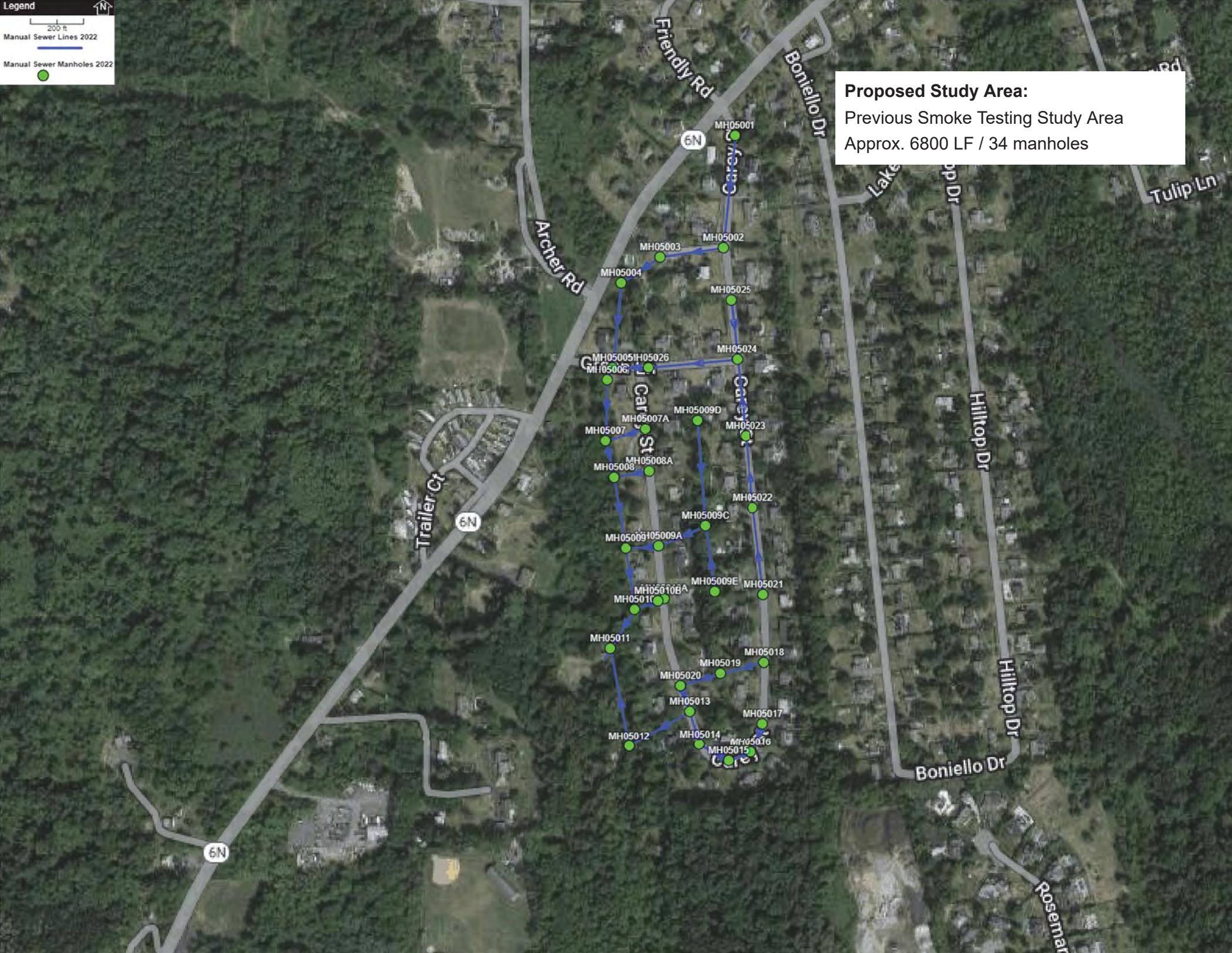
Legend

200 ft

Manual Sewer Lines 2022

Manual Sewer Manholes 2022

Proposed Study Area:
Previous Smoke Testing Study Area
Approx. 6800 LF / 34 manholes



Investment



The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties.

TYPE OF SERVICE	Price	UM	QTY	Subtotal
<p>Duke's Triage Program</p> <p>Sanitary Sewer Investigation Services</p> <p>Consisting of:</p> <ul style="list-style-type: none"> • iTracking - microdetection I&I meter • SL RAT - acoustic pipeline inspection • Pano 360 SI - digital 360 manhole inspections • Detailed Summary Report and Evaluation <p>Study Area:</p> <ul style="list-style-type: none"> • Approximately 6800 LF Sewer Main • Approximately 38 Sewer Manholes • Installation, Data Pull & Retrieval of iTracker microdetection meters <p>Documentation:</p> <ul style="list-style-type: none"> • MACP deliverables (manhole inspections) • Acoustic inspection results report and dashboard • iTracker microdetection study documentation • Executive and drill down dashboards • Study report and summary presentation • GDB / GIS shape files with all deliverables • Deliverables Review Meeting 	<p>\$24,000.00</p> <p>0</p>	<p>LS</p>	<p>1</p>	<p>\$24,000.00</p>

Total \$24,000.00

\$24,000 minimum required.

Proposal pricing is valid for 90 days.

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress billing will be based on field work completed to date. 10% of the item value will be withheld from billing until receipt and approval of final deliverables for the project. Any mobilization fees will be billed as they are incurred.

A background graphic featuring a network diagram of interconnected nodes and lines, overlaid on a stylized American flag. The nodes are represented by small grey circles, and the lines are thin grey lines connecting them. The flag is rendered in a light, semi-transparent style, showing the stars and stripes.

THANK YOU

FOR YOUR CONSIDERATION OF OUR SERVICES

Matt Grandinetti
Mid-Atlantic Regional Manager
443-821-9605

400 E. AIRPORT ROAD, STE E
ELGIN, IL 60123
800-447-6687



WWW.DUKES.COM

March 21, 2023

Richard Franzetti, P.E. BCEE
Town of Carmel – Engineering Department
60 McAlpin Ave
Mahopac, NY 10541
rjf@ci.carmel.ny.us
845.628.1500

RE: Duke's Root Control, Inc 360 Infiltration and Inflow Program

The technology used for the Duke's 360 Infiltration and Inflow program is commercially available as open-source equipment. However, to the best of our knowledge, within the Carmel, NY area, Dukes is the only approved Contractor currently providing the service in the manner outlined in our proposal dated March 21, 2023.

Very respectfully,



Matthew Grandinetti
Northeast Regional Manager
O:800.447.6687 M:443-821-9605
E:matt@dukes.com W:www.dukes.com

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: RE: 3-27-23 FW: Carmel Sewer District 5 I & I Study
Date: Monday, March 27, 2023 10:48:03 AM
Attachments: [image001.png](#)

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

Thanks,

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

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Monday, March 27, 2023 10:04 AM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: 3-27-23 FW: Carmel Sewer District 5 I & I Study

Are there sufficient funds for this study – note it is all part of the capital for CSD 5

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

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From: Szela, Mark <Mark.Szela@inframark.com>
Sent: Wednesday, March 22, 2023 3:13 PM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Cc: Batz, Michael <michael.batz@inframark.com>; Boyd, Diane <Diane.Boyd@inframark.com>
Subject: Carmel Sewer District 5 I & I Study

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

Richard,

As we all discussed, attached is the proposal from Dukes Root Control for the 360 Study for CSD 5. Also attached is a letter stating that they are the only Contractor in the area approved for this methodology. I asked that they address this directly to you and the Town.

Thanks,

Mark E. Szela, P.E. | Construction Manager, East Region



(M) 774.200.6544 | 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: March 27, 2023

Re: CWD # 8 – Raw Water Pump

Bee and Jay (B&J) the operators for Carmel Water District 8 (CWD 8) has advised the Engineering Department (Department) that there is a hole/leak in one (1) of the three (3) raw water intake pumps. The three (3) raw intake pumps are operated cyclically and never more than two (2) at a time leaving the third pump as a “spare”. As provided in the attached B&J has provided plug a temporary repair however this pump will need to be replaced.

The need for a redundant pump is considered an emergency and this Department has requested that B&J to obtain a quote to purchase the raw intake pump in order to provide for redundancy at the water treatment plant. Note there is an ~10 -12 week lead time for delivery. B&J requested and received the following quotes for replace this pump:

- Emmons Metro \$17,091.00
- The 419 Group \$18,435.00

B&J has advised this Department that the pump being replaced is ~ 20 – 25 years old. replacement pump has a life expectancy of the pump ~15 - 20 years.

Since the plant serves water districts 1, 8, 10 and 13, the cost must be allocated to each of these districts. A reasonable approach to allocate the costs is based upon district flow. Therefore, the cost distribution would be as follows:

- CWD 1 ~ \$ 1,572.00
- CWD 8 ~ \$ 9,998.00
- CWD 10 ~ \$ 3,333.00
- CWD13 ~ \$ 2,188.00

This purchases was considered as part of the 2023 budget and there are sufficient funds for this expense as provided in the attached.



PLUMBING & HEATING
MECHANICAL
WATER SYSTEMS

719 ROUTE 6
MAHOPAC, NY 10541
845.628.3924
800.965.4702

March 23, 2023

To: Richard Franzetti, Town Engineer

From: Ted Kugler

Re: CWD# 8 Raw Water Pump – Pump #2 raw water leak pump has active leak in casing – see attached

Bee & Jay shut down pump, drilled casing and installed temp plug to slow down active leak to maintain filter plant service

NOTE: Pump is custom design to filter plant and lake suction performance

We received two quotes from two qualified pump suppliers and ordered pump from Emmons Pump, lowest quote

NOTE: 12-14 week lead time

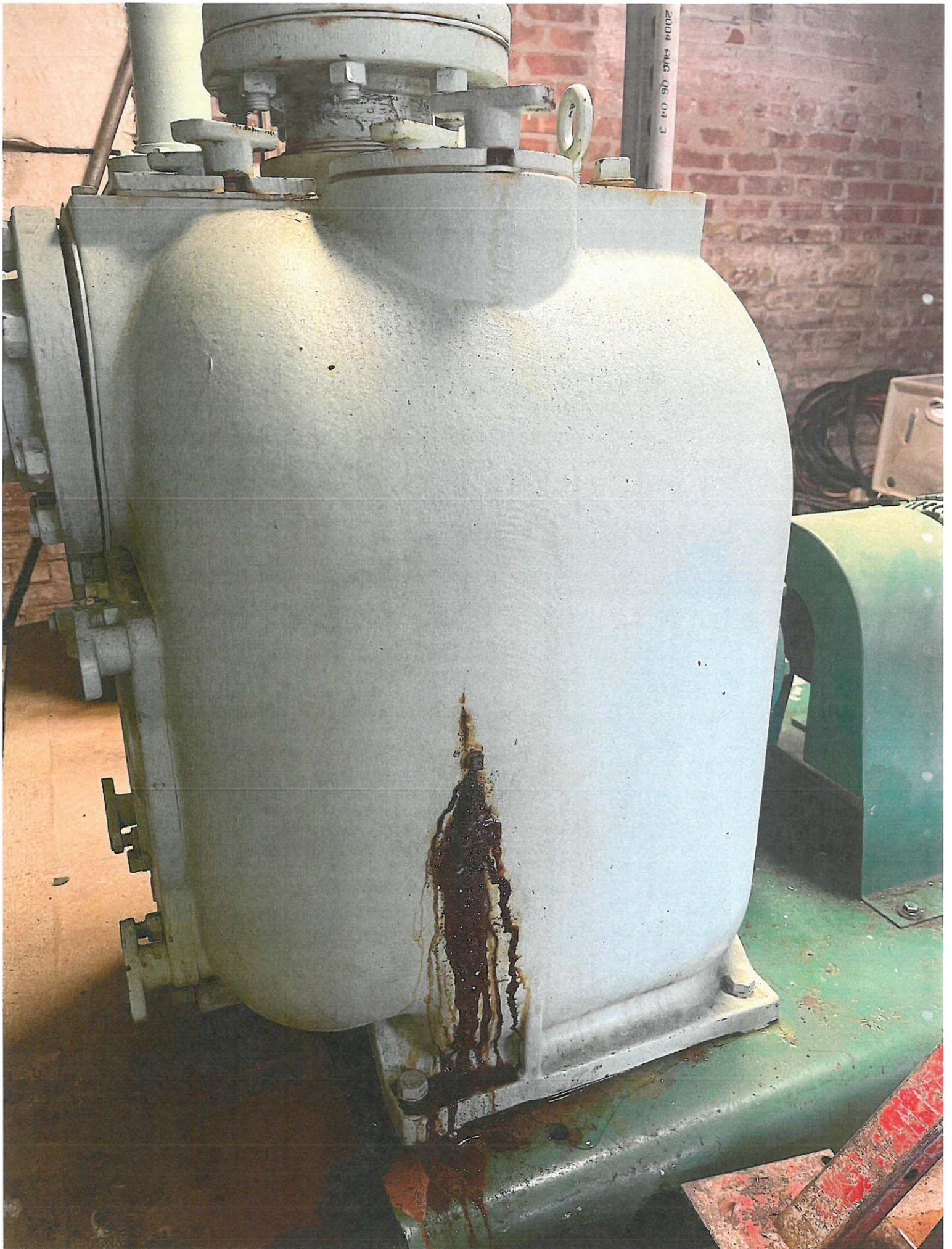
Ted Kugler
Bee & Jay Plumbing

A handwritten signature in black ink, appearing to read 'Ted Kugler', written over a large, loopy scribble.









The 419 Group, LLC
PO Box 31418
Myrtle Beach, SC 29588
(843)957-8613
chadsmalley@the419group.com
http://www.the419group.com



Estimate

ADDRESS

BEE & JAY
PO BOX 78
MAHOPAC, NY 10541

SHIP TO

BEE & JAY
719 ROUTE 6
MAHOPAC, NY 10541

ESTIMATE # 1318

DATE 01/12/2023

EXPIRATION DATE 03/31/2023

SHIP VIA

BW

FREIGHT TERMS

FFA

LEAD TIME

10-12 Weeks ARO

DESCRIPTION

QTY

NET

TOTAL NET

Project ID : CWD8 Filter Plant

Sales

HYDROMATIC 40RP (52626-001-7) - SELF PRIMER, 4 X 4
FLANGED, STANDARD CONSTRUCTION - 8" IMPELLER

1

18,435.00

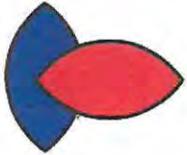
18,435.00

TOTAL

\$18,435.00

Accepted By

Accepted Date



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

Quote

Order No.:	QT001066
Order Date:	3/21/2023
Delivery Date:	6/21/2023
Customer ID:	NY000258
Currency:	USD

BILL TO:		SHIP TO:	
BEE & JAY PO BOX 78 MAHOPAC NY 10541 United States of America		BEE & JAY 719 ROUTE 6 MAHOPAC NY 10541 United States of America	
CUSTOMER P.O. NO.	TERMS	CONTACT	
CWD8 FILTER PLANT	Net 30	Emmons, Kim, kemmons@emmonspump.com	
FOB POINT	SHIPPING TERMS	SHIP VIA	
Factory	Freight Included in Price	Best Way	

NO.	ITEM	QTY.	UOM	PRICE	DISC.	EXTENDED PRICE
1	40RP (52626-001-7) HYDROMATIC - SELF PRIMER, 4 X 4 FLANGED, STANDARD CONSTRUCTION	1.0000	EACH	17,091.0000	0%	17,091.00

NOTE: UPDATED PRICING 01.09.23.
 ESTIMATED LEAD TIME 8-10 WEEKS PLUS TRANSIT.
 PUMP TO BE BUILT WITH 8" IMPELLER.
 PLEASE PROVIDE A SALES TAX EXEMPTION
 CERTIFICATE IF TAX EXEMPT.

Sales Total:	17,091.00
Freight & Misc.:	0.00
Less Discount:	0.00
Tax Total:	0.00
Total (USD):	17,091.00

03.21.23 REMOVED SALES TAX-ADDED LOCATION
 CWD8-FILTER PLANT

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: RE: 03-23-23 ~ CWD8 Raw Water Pump Proposal
Date: Monday, March 27, 2023 9:45:01 AM

Yes. This was included in the 2023 budget. The cost will be allocated per below:

CWD 1 ~ \$1,572
CWD 8 ~ \$9,998
CWD10 ~ \$3,333
CWD13 ~ \$2,188

Thanks,

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

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Monday, March 27, 2023 9:14 AM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: RE: 03-23-23 ~ CWD8 Raw Water Pump Proposal

Do we have sufficient funds in the various districts (1, 8, 10, 13) for this purchase?

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

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

From: Esteves, Donna <de@ci.carmel.ny.us>
Sent: Thursday, March 23, 2023 4:45 PM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: 03-23-23 ~ CWD8 Raw Water Pump Proposal

ANDREA O'BRIEN
NYS ABC LAW CONSULTING GROUP
 LIQUOR LICENSE CONSULTANT
 ANDREA@LIQUORAUTHORITY.ORG
914-980-9717

Town of Carmel
 Office of the Town Clerk
 60 McAlpin Ave
 Mahopac, NY 10541

Re: Stone House Grill Inc
 562 Route 6
 Mahopac, NY 10541

Dear Town Clerk:

Enclosed herewith is the 30-Day Notice to the Municipality for a Change in Class for the above-mentioned Stone House Grill Inc., part of the NYS Liquor Authority application for a Liquor License.

We respectfully request a waiver of the 30-day wait period so that the applicant can proceed quickly with submitting the license application to the NYSLA. This is a six (6) month process, and a waiver will expedite the process slightly.

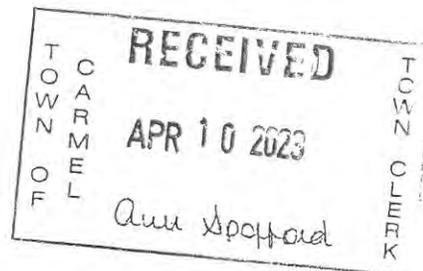
If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely yours,

Andrea O'Brien

Andrea O'Brien
 Liquor License Consultant

Encl.



OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 4/10/23

1a. Delivered by: Certified Mail Return Receipt Requested

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:
For premises outside the City of New York:

New Application Removal Class Change

For premises in the City of New York:

New Application New Application and Temporary Retail Permit Renewal Alteration Removal
 Class Change Method of Operation Corporate Change

RECEIVED
APR 10 2023
Ann Spofford

TOWN OF CARMEL
TOWN OF CARMEL

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date
 For **Renewal** applicants, answer all questions
 For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)
 For **Corporate Change** applicants, attach a list of the current and proposed corporate principals
 For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation
 For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type
 For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: Town of Carmel (MAHOPAC)

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): 2231997 Expiration Date (if applicable): 02/28/2025

5. Applicant or Licensee Name: Stone House Grill Inc

6. Trade Name (if any): Stone House Grill

7. Street Address of Establishment: 562 Route 6

8. City, Town or Village: Mahopac, NY Zip Code: 10541

9. Business Telephone Number of applicant/ Licensee: 845-628-0616

10. Business E-mail of Applicant/Licensee: kdemaj1@gmail.com

11. Type(s) of alcohol sold or to be sold: Beer & cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

12. Extent of Food Service: Full Food menu; full kitchen run by a chef/cook Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Restaurant (full kitchen and full menu required)

Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

14. Method of Operation: (check all that apply) Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____

Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

Video/Arcade Games Third Party Promoters Security Personnel

Other (specify): _____

15. Licensed Outdoor Area: None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure
(check all that apply) Sidewalk Cafe Other (specify): _____

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: ground floor
17. List the room number(s) the establishment is located in within the building, if appropriate: N/A
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- | | |
|------|---------------|
| Name | Serial Number |
| | |
21. Does the applicant or licensee own the building in which the establishment is located? Yes (if YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: Lupinacci & Mazzola Holding Corp
23. Building Owner's Street Address: 278 Rt. 202
24. City, Town or Village: Somers State: NY Zip Code: 10580
25. Business Telephone Number of Building Owner: 914-879-5800

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name: Andrea O'Brien
27. Representative/Attorney's Street Address: 6 Mathes Court
28. City, Town or Village: Lake Peekskill State: NY Zip Code: 10537
29. Business Telephone Number of Representative/Attorney: 9149809717
30. Business E-mail Address of Representative/Attorney: andrea@liquorauthority.org

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under Penalty of Perjury - that the representations made in this form are true.

31. Printed Principal Name: Skender Ademir Title: President

Principal Signature: *Skender Ademir*



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: March 24, 2023

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Town Wide Grass Cutting Contract

Due to potential park maintenance staff issues, I am recommending we add Baldwin Meadows and Sycamore Park to the service contract for the 2023 season. Greenway Property Services has submitted a proposal to add both parks to their weekly mowing schedule. This will cost an additional \$375.00 for Baldwin Meadows, and \$315.00 for Sycamore Park. I have included a copy of the proposal as well as the 2023 Bid Sheet for your review.

A Town Board resolution is required authorizing the addition of these parks to the weekly schedule. Please add this to the April 12, 2023 Town Board Work Session agenda and contact me with any questions.

Attachments /ns

2023 Bid Sheet

Park & Address	Unit Price to Cut in Numbers	Unit	Projected Cuts	Extension (unit price x 30)
Airport Park 161-165 Hill Street Mahopac, NY 10541	\$ 515.00	Each	30	\$ 15,450.00
Carmel Highway Department 55 McAlpin Avenue Mahopac, NY 10541	\$ 90.00	Each	30	\$ 2,700.00
Carmel Historical Building 40 McAlpin Avenue Mahopac, NY 10541	\$ 30.00	Each	30	\$ 900.00
Carmel Town Hall 60 McAlpin Avenue Mahopac, NY 10541	\$ 200.00	Each	30	\$ 6,000.00
Carmel Vacant Land 33 McAlpin Avenue Mahopac, NY 10541	\$ 30.00	Each	30	\$ 900.00
Jimmy McDonough Memorial Park 20 Dixon Road Carmel, NY 10512	\$ 315.00	Each	30	\$ 9,450.00
Mahopac Chamber Park Routes 6/6N Mahopac, NY 10541	\$ 150.00	Each	30	\$ 4,500.00
Paul A. Camarda Park 226 Seminary Hill Road Carmel, NY 10512	\$ 565.00	Each	30	\$ 16,950.00
Red Mills Historic Park 6 Hill Street Mahopac, NY 10541	\$ 250.00	Each	30	\$ 7,500.00

Total for all facilities in 2023

Total price for all locations: \$ 64,350.00
 Total Bid in words: \$ SIXTY FOUR THOUSAND THREE HUNDRED FIFTY AND 00/100



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: April 6, 2023

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Request to Begin Bid Process - Airport Park Playground Installation

I am requesting your authorization to go out to bid for the installation of the playground equipment and poured-in-place rubber surfacing at Airport Park. Attached you will find the layout plan for the playground and color samples for the poured-in-place rubber surfacing. I would recommend having the Engineering Department review and update the install specifications and requirements for the playground equipment, and safety surface.

Please add this to the April 12, 2023 Town Board Work Session agenda and contact me with any questions.

/ns
Attachment





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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: April 10, 2023

TO: Carmel Town Board
 Carmel Town Hall

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

SUBJECT: Airport Park Playground Surface Color Choice

I had previously submitted color samples for the pour-in-place rubber surfacing for the Airport Park playground for your input. Please be advised that the Recreation Advisory Committee voted unanimously to install the beige/black rubber pour-in-place surface at the April 6th meeting.

Please contact me with any questions or comments.

/ns





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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: April 6, 2023

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Town of Carmel Volz Park - Request to Accept Land Trail Grant

I am requesting authorization to accept the New York State Greenway Conservancy for the Hudson River Valley Land Trail Grant the Town received for the rehabilitation/ improvements to the Volz Park trails. The funding amount of this grant is \$3,900.00. This is a 50/50 grant where the Town of Carmel will commit to fund the remaining \$3,900.00 toward the improvements. The Memorandum of Understanding is attached for your review; please note it requires Supervisor Cazzari's signature.

A Town Board resolution is required authorizing the acceptance of this grant. Please add this to the April 12, 2023 Town Board Work Session agenda and contact me with any questions.

Attachments /ns



Hudson River Valley Greenway

Memorandum of Understanding Face Page

DATE: 03/08/2023

PROJECT

Town of Carmel Volz Park Rehabilitation, as set forth in detail in Schedule 1.

GRANTEE

Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541
Municipality

GREENWAY

Greenway Conservancy for the Hudson River Valley (PBC).

Name: Scott Keller
Title: Executive Director
Telephone: (518) 473-3835
E-Mail: grants@hudsongreenway.ny.gov
Address: 625 Broadway – 4th Floor
Albany, New York 12233-2995

SPECIAL AWARD CONDITIONS

Any trails funded by this grant must be designated or conditionally designated as part of the Greenway Trail System before final payment is made. The Grantee is required to submit a greenway trail designation form. For trails on land see <https://hudsongreenway.ny.gov/land-trail> and for water trail sites see <https://hudsonrivergreenwaywatertrail.org/siteowners>

The Greenway logo shall be displayed on all final plans and products in order to receive payment.

The Greenway’s funding of this project shall be acknowledged and the Greenway logo shall be displayed on all final products in order to receive payment, as set forth in section V.F.

MOU ID: 2023-18-P

MOU TYPE:

Land Trail Grant
Rehabilitation/Improvement

MOU PERIOD

From: 03/08/2023
To: Two years after the date of execution

FUNDING AMOUNT

\$ 3,900.00, (three thousand nine hundred dollars)

GRANTEE TYPE:

Municipality

GRANTEE FEDERAL TAX ID #: 146002109

**CHIEF ELECTED/HEAD OF ORGANIZATION/
AUTHORIZED SIGNER**

Name: Michael Cazzari
Title: Town Supervisor
Telephone: 845-628-1500 x138
E-Mail: msc1s@ci.carmel.ny.us
Grantee to correct as necessary

OTHER PROJECT CONTACTS

As contained in the Scope of Services, Grantee to correct/update as needed.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the latest parties' signature date written below:

For the **GREENWAY**:

For the **GRANTEE**:

Scott Keller
Executive Director
Greenway Conservancy for the
Hudson River Valley, Inc.

Michael Cazzari
Town Supervisor
Town of Carmel

Date _____

Date _____

State of New York)
County of)
On this _____ day of _____ in the year 20____,
before me personally came

_____, to me known, and
known to me to be the person described in and who executed
the foregoing instrument and he/she acknowledged to me
that he/she executed the same.

Notary Public

Certification Regarding Conflict of Interest and Financial Standing for Not-for-Profit Corporations Only

I, the undersigned, certify that GRANTEE is in compliance with all NYS laws for not-for-profit corporations entering into a NYS contract and that there is no conflict of interest, that the organization is in good financial standing, and that the funds will be used solely for public purposes.

For the **GRANTEE**:

Michael Cazzari, Town Supervisor
Town of Carmel

Date _____

MEMORANDUM OF UNDERSTANDING

I. BACKGROUND

This Memorandum of Understanding (MOU) is between **GREENWAY**, a public benefit corporation organized pursuant to Article 44 of the Environmental Conservation Law and the **GRANTEE** as identified on the Face Page hereof.

II. PURPOSE

The purpose of this MOU is to provide assistance to the **GRANTEE** for the PROJECT, as set forth in Schedule 1.

III. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Greenway Conservancy for the Hudson River Valley is a public benefit corporation established by the Greenway Act of 1991 to continue New York State's commitment to the preservation, enhancement and development of the world-renowned scenic, natural, historic, cultural and recreational resources of the Hudson River Valley, while continuing to emphasize appropriate economic development activities and remaining consistent with the tradition of municipal home rule. One of the Conservancy's primary functions as set forth in the Greenway Act is to establish a Hudson River Valley Greenway Trail System that links cultural and historic sites, parks, open spaces and community centers, and provides public access to the Hudson River. This trail system is composed of multi-use trails, bicycle routes and a water trail. The Hudson River Valley Greenway Act authorizes the Conservancy to fund projects related to the development of the Trail System.

NOW THEREFORE, in consideration of the above premises, the parties agree as follows:

IV. THE GREENWAY

The **GREENWAY** shall provide financial assistance pursuant to this MOU.

The **GREENWAY** shall be responsible for enforcement of the provisions of this MOU and may refuse to authorize payment on any work performed where such work has not been performed with care, skill and diligence, and in accordance with applicable professional standards or where such work does not fulfill the letter or the intent of the provisions of this MOU.

V. THE GRANTEE

A. Description of Work Program.

The project elements are described in the scope of services, which is attached hereto as **Schedule 1**.

B. Matching Funds and In-Kind Services

The **GRANTEE** shall provide matching funds for this grant in an amount at least as great as the funds provided by the **GREENWAY**. New York State Grants and/or state employee time may not be used as matching funds. Matching funds may include, but are not limited to, cash, donated materials, and/or in-kind services as set forth in the project budget, which is attached hereto as **Schedule 1**. Cash, force account labor, real property, donated professional services, labor, equipment, supplies and materials, travel, and other grants, not including other New York State grants, all may be used towards the applicant's share of project costs.

Volunteer Hours: Grants awarded in 2015 and later may use a non-professional volunteer rate as defined by the Independent Sector organization. The current rate may be found at

https://www.independentsector.org/volunteer_time under the section for New York State. Note: You have to provide your email address in order to see the NYS rate.

C. New York State Contract Provisions

For all MOUs in excess of twenty-five thousand dollars (\$25,000) all applicable provisions of the NYS Master Contract for Grants - Standard Terms and Conditions shall apply. The Contract may be found online at <http://grantsreform.ny.gov/>. In such instances, if any conflicts arise between this MOU and the standard New York State contract, the provisions of the standard New York State contract shall take precedence.

Signing this MOU constitutes your agreement to provide a letter attesting that you have followed these provisions. This letter must be submitted to the Greenway before any payment will be made.

D. Affirmative Action/Equal Employment Opportunity

The Hudson River Valley Greenway is committed to programs of Affirmative Action. Article 15A of the Executive Law pertains to Minority and Women-owned Business Enterprises (MWBE) and Equal Employment Opportunity (EEO). State contracts in excess of \$25,000 must meet an MWBE participation goal of 30%, and EEO participation goal of 10%. Municipalities will be required to document and certify their compliance with these regulations.

E. Community Risk and Resiliency Act (CRRA)

The Community Risk and Resiliency Act (CRRA) of 2014, along with the Smart Growth Public Infrastructure Policy Act prohibits New York State agencies from approving, undertaking, supporting, or funding public infrastructure projects unless the projects are consistent with mitigation of future physical risk from sea-level rise, storm surges, and flooding. Your participation in this grant program is pursuant to this requirement and you acknowledge that if your project is one that seeks to build physical infrastructure it will be consistent with the criteria listed. Full information on the CRRA can be found at <https://www.dec.ny.gov/energy/102559.html>.

F. Use of Products Produced, Copyright, and Greenway Representation

Use of Products Produced: A draft of any documents, reports, studies, maps, signs, brochures etc. must be submitted to the **GREENWAY** for review prior to final production. When feasible, digital data shall be provided on a media and in a format suitable for use by the **GREENWAY**.

Grant of Rights: All rights, title, and interest to and including the rights of copyright in any reports, studies, photographs (and negatives), computer programs, websites, digital media, drawings, writings or other similar works or documents, along with all supporting data and materials (collectively the "Materials"), produced under this MOU will be owned jointly by the **GRANTEE** and the **GREENWAY**.

Representations and Warranties: the **GRANTEE** represents and warrants that (i) the Materials will be originally and specifically developed by the **GRANTEE** for the **GREENWAY** in fulfillment of this Agreement; (ii) no part of the Materials will defame or libel, or infringe upon or violate any patent, copyright, trade secret, trademark, right of privacy or publicity, nondisclosure or any other proprietary or property rights of any third party; (iii) the **GRANTEE** is financially responsible and experienced in and competent to perform the type of work required hereunder, is familiar with all applicable laws, ordinances and regulations governing the work required hereunder; and is licensed pursuant to any applicable federal, state, or local licensing requirements; and (iv) the **GRANTEE** has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder.

G. Acknowledgement

All capital construction projects, final reports, maps, signs and documents shall note the financial contribution of the **GREENWAY** as follows: ("Funded in Part by a Grant from the Hudson River Valley Greenway") and the **GREENWAY** logo shall be displayed, which will be provided with your executed MOU and upon request. Final payment is contingent upon proof of final product displaying this acknowledgement.

H. Payments

(i) The **GRANTEE** shall submit Claims for Payments to the **GREENWAY** for payment of services performed. The Claim for Payment must be signed by either the signatory or lead contact. (ii) No advance payments will be provided to any **GRANTEE**. (iii) No payment under this MOU will be made by the **GREENWAY** to the **GRANTEE** unless proof of performance of required services, programs, or accomplishments is provided. Payment shall be made upon audit and approval of the **GREENWAY** of Claims for Payments executed by an authorized officer of the **GRANTEE**. (iv) Eligible expenditures for the Project are those expenditures which are identified in the attached Schedule 1 and which are made in accordance with the applicable appropriation authority, and which have been incurred within the term of the MOU. (v) Any cost overruns will not be paid by the **GREENWAY** and the **GREENWAY** is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified. (vi) If the **GRANTEE** fails to submit a final report within 30 days after the expiration of this MOU, further reimbursements may be withheld by the **GREENWAY**, and all funds previously paid under this MOU may be due and owing. (vii) The **GREENWAY** shall not be liable for any expenses or obligations arising after the MOU termination date.

The **GREENWAY** will notify the **GRANTEE** if the Claims for Payments is incomplete or deficient. Upon authorization, the **GREENWAY** will process the request for payment. Payments will only be made for amounts greater than or equal to 25% of the total grant.

I. Final Payment

The final payment, not to exceed 10% (ten percent) of the grant award, shall be retained by the **GREENWAY** until the **GREENWAY** deems the work program complete and upon receipt of a satisfactory final report and all necessary materials summarizing the project (see Section V.I.). Verification of project completion and, when applicable, adoption of plans by the governing body, is required prior to the issuing of final payment.

J. Final Report

GRANTEE is required to submit a final report to receive final payment. The final report shall include verification of the completion of the project. Elements of the final report may include, but are not limited to, a narrative; copies of adopted plans, reports, or other publications acknowledging **GREENWAY** support and containing the **GREENWAY** logo (see Section V.F.); proof of formal adoption of plans by local government grantees; before and after photographs; sketches; maps; slides; engineering designs; and printed materials containing the **GREENWAY** logo and any other materials produced fully or in part with grant funds. Also required is Certification of compliance with the 2010 American's with Disabilities (ADA) Design Standards. Electronic (pdf) reports must adhere to Web Content Accessibility Guidelines (WCAG) 2.0. WCAG 2.0 Guidelines are available here: <http://www.w3.org/TR/WCAG20/>. Electronic Final reports are required. Submitted documents must contain a copy of publications or photographs of any products including trails, kiosks and other interpretive structures produced using **GREENWAY** funds.

K. Consultants

The **GRANTEE** shall provide the **GREENWAY** with copies of any Request for Proposal (RFP) or of Request for Qualifications (RFQ) for consulting services related to this agreement. The **GRANTEE** shall notify the **GREENWAY** when a consultant has been selected.

Consultants or contractors engaged by the **GRANTEE** to carry out any part of the work program shall be the agents of the **GRANTEE**. There shall be no obligation between the **GREENWAY** and such agents. The **GRANTEE** agrees to comply with any and all of its adopted procurement policies with regard to the engagement of such agents and contractors, as well as all applicable state and federal requirements.

L. Expenditure Categories

Expenditures per cost category or line item may exceed the amounts indicated in the project budget up to ten percent (10%) or one thousand dollars (\$1,000), whichever is greater, without approval of the **GREENWAY**, provided that the Total Grant Funds and Total Matching Funds as set forth in **Schedule 1** are not changed. Any expenditure in excess of such 10% or \$1,000 or any change to the Total Grant Funds or Total Matching Funds shall, at the sole discretion of the Greenway, require either an amendment to the Agreement as set forth in Section VII or written approval from the Greenway.

M. Record Keeping and Reporting

The **GRANTEE** will maintain accurate records of expenditures for a period of three years after the project is completed. The **GREENWAY** may, for a period of three years after project completion, inspect the financial records related to the project.

N. Re-Granting

The **GRANTEE** may not use any grant funds to re-grant to individuals or other organizations.

O. Permits

The **GRANTEE** is responsible for and must acquire any and all federal, state and local permits required for the project. All new construction projects must meet the 2010 American's with Disabilities (ADA) Design Standards http://www.ada.gov/2010ADASTandards_index.htm.

P. Certification Regarding Conflict of Interest and Financial Standing

Please note: Under NYS law, all not-for-profit corporations entering into a contract under this program will be required to sign a certification indicating that there is no conflict of interest, that the organization is in good financial standing, and that the funds will be used solely for public purposes.

VI. Completion of Agreement

No later than thirty days prior to the expiration date of this agreement, the **GRANTEE** shall

A. Notify the **GREENWAY** in writing that work will be completed pursuant to the term of the agreement.

OR

B. Present the **GREENWAY** with a proposed timetable for completion of any outstanding components of the scope of work beyond the agreement expiration date, and request a specific time extension during which time the project(s) will be completed.

OR

C. Notify the **GREENWAY** in writing that the **GRANTEE** is terminating the agreement and releases any remaining funds.

VII. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

This MOU may only be modified, superseded or extended in writing and by mutual agreement of the **GREENWAY**, and the **GRANTEE**.

VIII. NOTICES

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by personal delivery;
- (iii) by expedited delivery service; or
- (iv) by e-mail.

Such notices shall be addressed to the parties indicated on the Face Page hereof or to such different addresses as the parties may from time-to-time designate.

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of email, upon receipt.

C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IX. Special Award Conditions

Special Award Conditions are identified on the Face Page hereof.

X. Effective Date and MOU Term

This MOU shall be effective when it is fully executed. The term of the MOU is identified on the Face Page hereof. The date of execution is the latest parties' signature date under the **In Witness Whereof** section identified on the Face Page hereof.

Michael G. Carnazza
Director of Code Enforcement

(845)628-1500
Ext. 170



60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

To: Supervisor Michael Cazzari
Town Board

From: Michael Carnazza, Building Inspector 

Date: April 11, 2023

Re: Property Cleanup for 1 Fowler Ave., Carmel
TM# 44.17-1-45

Please be advised that we have made several attempts to contact the owner of the above-mentioned property to clean the remains of the old gas station (pumps, building materials, etc.) and to maintain the property. The Town of Carmel Property Maintenance Code section 114-15, allows the Building Inspector to correct or cause to be corrected such violation, subject to the approval of the Town Board of the Town of Carmel.

We made several attempts to contact the owner(s) and received several complaints from adjoining neighbors. The last complaint was followed up with an appearance ticket and summons to Justice Court, however, nobody showed up to Justice Court.

I am asking for permission from the Board to get bids to clean the property under the Property Maintenance Code of the Town of Carmel.

Thank you for your consideration in this matter.