

**KENNETH SCHMITT**  
Town Supervisor

**TOWN OF CARMEL**  
TOWN HALL

**ANN SPOFFORD**  
Town Clerk

**SUZANNE MC DONOUGH**  
Town Councilwoman  
Deputy Supervisor

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

**KATHLEEN KRAUS**  
Receiver of Taxes

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

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

**TOWN BOARD WORK SESSION**  
**Wednesday, September 8, 2021 7:00pm**

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PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

**6:30pm Executive Session:**

1. Consider Request - Reappointment to Board of Assessment Review
2. Greg Riolo, Esq. Jackson Lewis LLP – Update on Litigation

**Town Board Work Session:**

- Review of Town Board Minutes August 11, and 18, 2021
- 1. Mahopac Volunteer Fire Department - Consider Deletions to the Active List of the MVFD
- 2. Police Chief Anthony Hoffmann - Consider Request to Authorize Purchase of Firearms for Carmel Police Department
- 3. Richard Franzetti, PE, Town Engineer - Consider Request to Accept Proposal for Lake Secor Park District Landscaping Maintenance
- 4. Richard Franzetti, PE, Town Engineer - Consider Request to Accept Proposal for Teakettle Spout Lake Park District Landscaping Maintenance
- 5. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Change Order Number 1, CWD#2 Water Main Rehabilitation Project– Contract #C265 (no cost to Town)
- 6. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Payment for the Replacement of Microfiltration Module at CSD#7 Microfiltration Plant
- 7. Richard Franzetti, PE, Town Engineer – Consider Request to Award Bid CWD#2 Water Main Lining – Phase 2
- 8. Richard Franzetti, PE, Town Engineer – Consider Request to Award Bid for Sidewalk Replacement – Carmel Hamlet
- 9. Michael Simone, Highway Superintendent – Consider Request to Authorize Purchase of Bulk Diesel Fuel from Putnam County Contract # 69480, NYS Office of General Services
- 10. Michael Simone, Highway Superintendent – Consider Request to Advertise for Fall Bids – Sand, Guide Rail, Winter Mix
- 11. Michael Carnazza, Building & Codes Enforcer – Consider Request to Authorize Refund of Permit Fee for Inground Swimming Pool (\$500)

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

**Open Forum:**

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



**MAHOPAC VOLUNTEER FIRE DEPARTMENT**



Post Office Box 267  
Mahopac, NY 10541

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Fire Headquarters  
741 Route Six

Emergency Dial 911  
Phone: (845) 628-3160  
Fax: (845)628-2174

September 2, 2021

Ann Spofford, Town Clerk  
Town of Carmel  
55 McAlpin Av  
Mahopac, NY 10541

Dear Ann,

Please make the following changes to the Active membership of the Mahopac Volunteer Fire Department Inc.

**Delete the Following Members**

With regret the Department announces the passing of 38 Year Life Member & Ex-Chief Richard Pottberg. Richie served as Chief of the Department 1997-1998.

Taylor McGuinness has resigned from the Department.

Alexa Cucolo has requested a status change from Active to Exempt and that was approved at the September meeting.

Sabrina Selca has been dropped from the rolls by the Chief for non-participation in her probationary year.

Thank you for your assistance with this matter.

Sincerely,

*Edward J. Scott*

Edward J Scott  
Ex-Chief  
Corresponding Secretary  
[Edward.Scott@MahopacVFD.com](mailto:Edward.Scott@MahopacVFD.com)



**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: 2021 Duty Pistol Replacement Project  
DATE: September 8<sup>th</sup>, 2021

Please be advised, upon joining the Town of Carmel Police Department in January I directed our staff to conduct a review of our inventory of higher cost, long-term perishable equipment – specifically vehicles, firearms, and automatic external defibrillators (AED’s). After completing the review of our vehicle fleet it was determined that we would explore hybrid vehicle offerings by purchasing 2 Ford Police Interceptor Utility Hybrid SUV’s. After reviewing our department AED’s, we discovered that we had 2 unused AED’s able for deployment and the future AED replacement would be explored in conjunction with Putnam County Bureau of Emergency Services. Upon reviewing our firearms inventory, it was determined that we are in need of replacing our department’s duty pistols and rifles, ideally within the next 12-24 months. We would like to proceed with pistol replacement at this time. The reasons for this replacement are as follows:

1. Lifecycle of duty firearms. Mainly due to everyday wear and tear and training use, the general lifespan of a police duty pistol is between 8 and 10 years. With the current pistols having been last replaced in 2013, in 2022 we will be at the 9 year mark.
2. Pistol overhaul cost vs. trade-in value. In order to keep the pistols at maximum reliability, barrels, springs and other parts should be replaced in this time frame. The current cost for the replacement parts alone is approaching \$100. per pistol, not including personnel hours for the department armorers to overhaul the guns and the officers to complete a test fire session to insure reliability with the new parts. This total amount would compete with the current estimate of our current duty pistol’s trade-in value, which is at \$250. per gun. This amount will decrease as the pistols age and increase in wear.
3. New pistol upgrades and trigger weight modifications. The pistol chosen by our Firearms Unit, the Smith and Wesson M&P 2.0 has significantly evolved from our current Glock duty pistols, and with no difference in cost. The Smith and Wesson pistol has increased steel in the frame of the gun, improving reliability and accuracy through management of recoil. Tactile trigger pull and reset has also improved, resulting in greater accuracy which would result in the potential for less shots in a shooting incident. Additionally, our current Glock pistols have an 8lbs. trigger pull.

This exceeds the current Glock and Smith and Wesson factory stock trigger pulls of 5.5lbs. The 5.5lbs trigger pull is standard for factory stock law enforcement firearms. For trigger pull weight, recently the NYPD has decided to adopt the standard 5.5lb trigger pull for its new officers, a reduction from their current 12lbs trigger pull.

In conducting a review of commonly used police duty pistols, CPD's Firearms Unit tested and evaluated pistols from the major firearms manufacturers – Glock, Smith and Wesson, and Sig Sauer. The Firearms Unit also had each CPD officer test fire these evaluation pistols. The results of the evaluation were overwhelmingly positive for the Smith and Wesson pistol.

Pistol Cost – Currently the MSRP cost for the Smith and Wesson pistol is \$699.00. NYS OGS Contract (PC 68731) price for the Smith and Wesson pistol is \$572.13 per pistol. The NYS contract vendor is Atlantic Tactical of New Cumberland, PA. We have received two additional quotes from Atlantic Tactical of Farmingdale, NY at \$454.91 and Jurek Brothers of Greenfield, MA at \$429.95 per pistol. Jurek Brothers is the lowest bidder and is currently the only vendor offering to accept our old pistols at a trade in value of \$250.00 per pistol. This would bring our overall cost to \$179.95 per gun. With 37 pistols needed (35 officers, 2 spares total cost \$15,908.15) and 41 Glock pistols to trade in (value \$10,250.00), this would put our final overall cost at \$5,658.15 to upgrade the duty pistols for the entire department. We have this amount in our equipment budget for 2021 and would not require additional funding.

I have requested a third quote from the third of three authorized NY Smith and Wesson law enforcement distributors, Witmer Public Safety Group of Coatesville, PA with no response. I contacted an out of state authorized law enforcement distributor, Vance's Law Enforcement of Columbus, Ohio, and was advised that they are unable to supply Smith and Wesson products outside of their assigned region.

I have consulted with the Town Comptroller's Office regarding compliance with the Town of Carmel's Procurement Policy. I have been advised that this purchase conforms to the policy as the vendor, Jurek Brothers, is providing a quote at less than the NYS contract price.

**Authorizing Resolution Request – I respectfully request an authorizing resolution to allow the police department to place an order in the amount of \$15,908.15 to Jurek Brothers Inc. of Greenfield, Massachusetts for the purchase of 37 Smith and Wesson M&P M2.0 .40 caliber pistols, with a trade-in agreement of \$10,250 for our current Glock pistols.**

Submitted for your review and approval.



Chief Anthony Hoffmann

## 2021 CPD Firearms Project

Duty Pistols – Smith and Wesson Military & Police (M&P) M2.0 Full Size .40 Caliber

Pricing:

**MSRP:**

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S&W M&P 2.0 40S&W (Duty)	\$699.00
Department Total – 37 (35 officers, 2 spares)	\$25,863.00

**NYS Contract Pricing: Atlantic Tactical – New Cumberland, PA      NYS OGS PC 68731**

S&W M&P 2.0 40S&W	\$572.13
Department Total – 37 (35 officers, 2 spares)	\$21,168.81

**Atlantic Tactical – Farmingdale, NY (S&W authorized LE Distributors for NY)**

S&W M&P 2.0 40 S&W	\$454.91
Department Total – 37 (35 officers, 2 spares)	\$16,831.67

**Jurek Brothers - Greenfield, MA (S&W authorized LE Distributors for NY)**

S&W M&P 2.0 40 S&W	\$429.95
Department Total – 37 (35 officers, 2 spares)	\$15,908.15

**Trade-in Offer (Glock 23 .40 Caliber)**

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Jurek Brothers	\$250.00
Department Total – 41 pistols	\$10,250.00

**TOTAL DEPARTMENT COST AFTER TRADE IN:                      \$5,658.15**

# JUREK BROTHERS INC.

EST. 1928

59 SCHOOL STREET - P.O. BOX 408

GREENFIELD, MA 01301

LAW ENFORCEMENT DISTRIBUTORS  
OF QUALITY POLICE EQUIPMENT

PHONE: (800) 628-8498

(413) 774-2783

FAX: (413) 772-2988

E-MAIL: [info@jurekbrothers.com](mailto:info@jurekbrothers.com)

WEB: [www.jurekbrothers.com](http://www.jurekbrothers.com)

JULY 16, 2021

## QUOTE

CARMEL POLICE DEPT.  
ATTN: CHIEF HOFFMAN  
[arh@ci.carmel.ny.us](mailto:arh@ci.carmel.ny.us)

ITEM 1 - SMITH & WESSON #11519                      PRICE EACH \$429.95                      37 = \$15,908.15  
DESCRIPTION: M&P40 M2.0 PISTOL, 40S&W, 4.25" BBL., NIGHT SIGHTS, NO MAG  
SAFETY, NO THUMB SAFETY, (3) 15 RD MAGS, (4) PALMSWELLS.

ITEM 2 - SMITH & WESSON #11680                      PRICE EACH \$409.95                      7 = \$2,869.65  
DESCRIPTION: M&P40 M2.0 COMPACT PISTOL, 40S&W, 3.6" BBL., NIGHT SIGHTS,  
NO MAG SAFETY, NO THUMB SAFETY, (3) 13 RD MAGS,  
(4) PALMSWELLS.

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TOTAL:                      \$18,777.80

THANK YOU FOR YOUR INTEREST IN OUR PRODUCTS. IF WE CAN BE OF FURTHER  
ASSISTANCE PLEASE DON'T HESITATE TO CONTACT US. (800-628-8498).

SINCERELY,

NICHOLAS JUREK



# ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES

238 Rt. 109, Farmingdale, NY 11735  
877-663-4850 • FAX 347-448-8318

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE	
SQ-80709309	8/23/2021



Customer	Contact	Ship To
CARMEL PD 60 MCALPRIN AVE MAHOPAC NY 10541		

Account	Terms	Due Date	Account Rep	Schedule Date	
141393	PREPAID	8/23/2021	Chris Mesley	8/23/2021	
Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-80709309	Hoffman	QCPD- S&W M&P		1	8/27/2021 4:32:30 PM

L	Item	Description	Qty	Price	UM	Discount	Amount
1							
2	NEWCUSTOMER	New Customer: You will need to complete an account application for net terms Until the application is completed this account is a prepaid account If you are sales tax exempt we will need a copy of your sales tax exemption form to ensure taxes are not charged on your order	1	\$0.00	EA		\$0.00
3							
4	CONTRACT	Smith & Wesson priced per NYSC #PC68731	1	\$0.00	EA		\$0.00
5							
6	SMI11519	Smith and Wesson 11519 M-P 40 M2.0 Nts Black .40 S-W 4.25in 15 Round SF	37	\$454.91	EA		\$16,831.67
7							
8	SMI11680	Smith and Wesson 11680 M-P 40 Compact M2.0 No Thumb Safety Nts Black .40 3-W 3.6in 3x15 Round Magazines	7	\$432.00	EA		\$3,024.00
9							
10		** Letter of Intent and FET required for purchase of Firearms. ** ** Please submit when ordering to expedite processing **					
11							
12	QUOTE-SAFNYSC2	NY STATE EQUIPMENT CONTRACT #PC68737	1	\$0.00	EA		\$0.00
13							

Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when placing your order. If you have any questions or additional quotes needed, please contact the Sales Representative shown on this form or email quotes@atlantictactical.com. We appreciate your business!						Page	1
						Sub Total	\$19,855.67
						Running Sub Total	\$19,855.67



Office of General Services  
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

# Contractor Information Summary

Updated: November 01, 2019

**Group 35200 – FIREARMS, AMMUNITION AND LESS LETHAL PRODUCTS  
(STATEWIDE)**

Award Number: 23155 Contract Period *November 1, 2019 – October 31, 2024*

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68729 SB	AmChar Wholesales, Inc. 100 Airpark Dr. Rochester, NY 14624	Federal ID #161374334 Vendor ID #1000008113  <b><u>CONTRACTOR INFORMATION</u></b>  <b><u>PRICING INFORMATION</u></b>  <b><u>AUTHORIZED DEALER INFORMATION</u></b>
PC68730 SB	Applied Tactical Technologies, Inc. 171 Eads Street West Babylon, NY 11704-1142	Federal ID #113262250 Vendor ID #1000034176  <b><u>CONTRACTOR INFORMATION</u></b>  <b><u>PRICING INFORMATION</u></b>  <b><u>AUTHORIZED DEALER INFORMATION</u></b>
PC68731	Atlantic Tactical, Inc. 763 Corporate Circle New Cumberland, PA 17070	Federal ID #232082171 Vendor ID #1100007949  <b><u>CONTRACTOR INFORMATION</u></b>  <b><u>PRICING INFORMATION</u></b>  <b><u>AUTHORIZED DEALER INFORMATION</u></b>
PC68732	Clyde Armory, Inc. 4800 Atlanta Highway Athens, GA 30606	Federal ID #371577133 Vendor ID #1100098329  <b><u>CONTRACTOR INFORMATION</u></b>  <b><u>PRICING INFORMATION</u></b>  <b><u>AUTHORIZED DEALER INFORMATION</u></b>
PC68733	Combined Systems, Inc. d/b/a Combined Tactical Systems 388 Kinsman Road Jamestown, PA 16134	Federal ID #133064673 Vendor ID #1000006290  <b><u>CONTRACTOR INFORMATION</u></b>  <b><u>PRICING INFORMATION</u></b>  <b><u>AUTHORIZED DEALER INFORMATION</u></b>
PC68734	Eagle Point Gun/ T.J.Morris & Son 1707 Third Street Thorofare, NJ 08086	Federal ID #222091273 Vendor ID #1000008732  <b><u>CONTRACTOR INFORMATION</u></b>  <b><u>PRICING INFORMATION</u></b>  <b><u>AUTHORIZED DEALER INFORMATION</u></b>

Lot	Manufacturer's Name	Manufacturer's Product Line	Manufacturer's Model Number	Manufacturer's Part Number	Item Description	Unit of Measure (UOM)	List Price/MSRP	% Discount from List Price/MSRP	NYS Net Pricing
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10202	10202	M&P 15 Sport II	EA	\$739.00	18.15%	\$604.87
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11616	11616	M&P 15 Sport II	EA	\$739.00	18.15%	\$604.97
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10203	10203	M&P 15 Sport II	EA	\$739.00	18.15%	\$604.87
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12001	12001	M&P 15 Sport II	EA	\$739.00	18.15%	\$604.87
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10159	10159	M&P 15 Sport II OR (Optics Ready)	EA	\$719.00	18.15%	\$588.50
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12055	12055	M&P 15 Sport II OR	EA	\$719.00	18.15%	\$588.50
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10305	10305	M&P 15 Sport II M-LOK	EA	\$769.00	18.15%	\$629.43
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12024	12024	M&P 15 Sport II OR M-LOK	EA	\$739.00	18.15%	\$604.87
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11511	11511	M&P15 W/Carry Handle	EA	\$1,269.00	18.15%	\$1,038.68
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11600	11600	M&P15T with M-LOK*	EA	\$1,189.00	18.15%	\$972.20
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11535	11535	M&P15X Carbine with M-LOK*	EA	\$1,239.00	18.15%	\$1,014.12
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11512	11512	M&P15 MOE SL MID - Magpul Spec Series	EA	\$1,239.00	18.15%	\$1,014.12
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11513	11513	M&P15 MOE SL MID - Magpul Spec Series	EA	\$1,239.00	18.15%	\$1,014.12
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11553	11553	M&P15 MOE SL MID - Magpul Spec Series	EA	\$1,239.00	18.15%	\$1,014.12
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11777	11777	M&P15T with Crimson Trace LINQ (Wireless Green Laser and Light)	EA	\$1,499.00	18.15%	\$1,226.93
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311000	311000	M&P15	EA	\$1,249.00	18.15%	\$1,022.31
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311002	311002	M&P15A	EA	\$1,289.00	18.15%	\$1,055.05
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311001	311001	M&P15T	EA	\$1,469.00	18.15%	\$1,202.38
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311041	311041	M&P15T	EA	\$1,159.00	18.15%	\$946.64
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311004	311004	M&P15FT	EA	\$1,709.00	18.15%	\$1,395.82
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311003	311003	M&P15OR	EA	\$1,069.00	18.15%	\$874.98
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311008	311008	M&P15X	EA	\$1,379.00	18.15%	\$1,125.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311025	311025	M&P15VTAC II	EA	\$1,949.00	18.15%	\$1,595.26
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311053	311053	M&P15MOE MID	EA	\$1,259.00	18.15%	\$1,030.49
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311054	311054	M&P15MOE MID FDE	EA	\$1,259.00	18.15%	\$1,030.49
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311024	311024	M&F15TS	EA	\$1,569.00	18.15%	\$1,284.23
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12403	12403	M&P15TS w/MLOK	EA	\$1,199.00	18.15%	\$973.20
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	811502	811302	M&P15 300 Whisper*	EA	\$1,119.00	18.15%	\$915.90
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11532	11532	M&P 10 Sport	EA	\$1,049.00	18.15%	\$858.61
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	811310	811310	M&P 10	EA	\$1,619.00	18.15%	\$1,325.15
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311306	311305	MODEL M&P 10	EA	\$1,329.00	18.15%	\$1,087.79
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	311314	311314	MODEL M&P 10	EA	\$1,759.00	18.15%	\$1,439.74
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	812000	812000	M&P15 Stripped Lower Receiver	EA	\$149.00	18.15%	\$121.96
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	812002	812002	M&P15 Lower Receiver Assembly	EA	\$369.00	18.15%	\$302.03
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	812003	812003	M&P15 Upper Receiver Assembly (No Carry Handle)	EA	\$689.00	18.15%	\$563.95
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	812010	812010	M&P15 T Upper Receiver Assembly	EA	\$879.00	18.15%	\$719.46
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	812011	812011	M&P15 TS Upper Receiver Assembly	EA	\$1,119.00	18.15%	\$915.90
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	812012	812012	M&P15 'Whisper' Upper Receiver Assembly	EA	\$819.00	18.15%	\$670.35
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10206	10206	M&P15-22 Sport™	EA	\$449.00	18.15%	\$367.51
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10207	10207	M&P15-22 Sport™	EA	\$449.00	18.15%	\$367.51
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10208	10206	M&P15-22 Sport™	EA	\$449.00	18.15%	\$367.51
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10210	10210	M&P15-22 Sport™ MOE SL*	EA	\$499.00	18.15%	\$408.43
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10213	10213	M&P15-22 Sport™ MOE SL*	EA	\$499.00	18.15%	\$408.43
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	109381	109381	M&P Bodyguard 380 No Laser	EA	\$379.00	18.15%	\$310.21
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10167	10167	M&P Bodyguard 380 No Laser	EA	\$379.00	18.15%	\$310.21
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10266	10266	M&P Bodyguard 380 No Laser, No Thumb Safety	EA	\$379.00	18.15%	\$310.21
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10043	10048	M&P Bodyguard 380 With Crimson Trace® Integrated Laser	EA	\$449.00	18.15%	\$367.51
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10168	10168	M&P Bodyguard 380 With Crimson Trace® Integrated Laser	EA	\$449.00	18.15%	\$367.51
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10265	10265	M&P Bodyguard With Crimson Trace® Laser No Thumb Safety	EA	\$449.00	18.15%	\$367.51
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10178	10178	M&F Bodyguard 350 With Crimson Trace® Green Laser*	EA	\$519.00	18.15%	\$424.80
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	180023	180023	M&P® 380 Shield E2™ M2.0 No Thumb Safety	EA	\$399.00	18.15%	\$326.58
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11663	11663	M&P™ 380 Shield E2™ M2.0	EA	\$399.00	18.15%	\$326.58
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	180021	180021	M&F 9 Shield	EA	\$367.00	18.15%	\$300.39
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	187021	187021	M&P 9 Shield	EA	\$469.00	18.15%	\$383.88
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	180051	180051	M&P 9 Shield	EA	\$367.00	18.15%	\$300.39
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10035	10035	M&P 9 Shield No Thumb Safety	EA	\$367.00	18.15%	\$300.39

Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307303	307303	M&P40C	EA	\$450.00	18.15%	\$368.33
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307603	307603	M&P40C	EA	\$514.00	18.15%	\$420.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307703	307703	M&P40C	EA	\$514.00	18.15%	\$420.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	10177	10177	M&P 40 Compact - Crimson Trace® Green Laserguard®	EA	\$439.00	18.15%	\$359.32
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309308	309308	M&P45C	EA	\$500.00	18.15%	\$409.25
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307508	307508	M&P45C	EA	\$565.00	18.15%	\$462.45
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307608	307608	M&P45C	EA	\$565.00	18.15%	\$462.45
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307708	307708	M&P45C	EA	\$565.00	18.15%	\$462.45
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309307	309307	M&P 45	EA	\$520.00	18.15%	\$425.62
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307507	307507	M&P45	EA	\$584.00	18.15%	\$478.00
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307607	307607	M&P 45	EA	\$584.00	18.15%	\$478.00
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307707	307707	M&P 45	EA	\$584.00	18.15%	\$478.00
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309201	309201	M&P9	EA	\$450.00	18.15%	\$368.33
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309301	309301	M&P9	EA	\$450.00	18.15%	\$368.33
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309601	309601	M&F9	EA	\$514.00	18.15%	\$420.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309701	309701	M&P9	EA	\$514.00	18.15%	\$420.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	306601	306601	M&P9	EA	\$514.00	18.15%	\$420.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	305701	305701	M&P9	EA	\$525.00	18.15%	\$429.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309200	309200	M&P40	EA	\$450.00	18.15%	\$368.33
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309300	309300	M&P40	EA	\$450.00	18.15%	\$368.33
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309600	309600	M&P40	EA	\$514.00	18.15%	\$420.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309700	309700	M&F40	EA	\$514.00	18.15%	\$420.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	306600	306600	M&F40	EA	\$514.00	18.15%	\$420.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	306700	306700	M&P40	EA	\$514.00	18.15%	\$420.71
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	309306	309306	M&F45	EA	\$500.00	18.15%	\$409.25
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307506	307506	M&F45	EA	\$565.00	18.15%	\$462.45
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307606	307606	M&F45	EA	\$565.00	18.15%	\$462.45
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	307706	307706	M&F45	EA	\$565.00	18.15%	\$462.45
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11518	11518	MODEL M&P 9 M2.0	EA	\$699.00	18.15%	\$572.13
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11646	11646	MODEL M&P 9 M2.0	EA	\$699.00	18.15%	\$572.13
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11882	11882	MODEL M&P 9 M2.0	EA	\$599.00	18.15%	\$490.28
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11537	11537	MODEL M&P 9 M2.0	EA	\$599.00	18.15%	\$490.28
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11989	11989	M&P 9 M2.0	EA	\$599.00	18.15%	\$490.28
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11519	11519	MODEL M&P 40 M2.0	EA	\$699.00	18.15%	\$572.13
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11647	11647	MODEL M&P 40 M2.0	EA	\$699.00	18.15%	\$572.13
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11883	11883	MODEL M&P 40 M2.0	EA	\$599.00	18.15%	\$490.28
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11595	11595	MODEL M&P 40 M2.0	EA	\$599.00	18.15%	\$490.28
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11990	11990	M&P 40 M2.0	EA	\$599.00	18.15%	\$490.28
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11520	11520	MODEL M&P 45 M2.0	EA	\$739.00	18.15%	\$604.87
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11774	11774	MODEL M&P 45 M2.0	EA	\$739.00	18.15%	\$604.87
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11884	11884	MODEL M&P 45 M2.0	EA	\$599.00	18.15%	\$490.28
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11767	11767	M&P 9 M2.0 TRUGLO® TFX™	EA	\$699.00	18.15%	\$572.13
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11768	11768	M&P 40 M2.0 TRUGLO® TFX™	EA	\$699.00	18.15%	\$572.13
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11770	11770	M&P 9 M2.0 Threaded Barrel	EA	\$599.00	18.15%	\$490.28
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11771	11771	M&P 45 M2.0 Threaded Barrel	EA	\$599.00	18.15%	\$490.28
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11769	11769	M&P 45 M2.0 TRUGLO® TFX™	EA	\$699.00	18.15%	\$572.13
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11675	11675	M&P 9 Compact M2.0	EA	\$669.00	18.15%	\$547.58
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11677	11677	M&P 9 Compact M2.0	EA	\$669.00	18.15%	\$547.58
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12097	12097	M&P 9 Compact M2.0	EA	\$569.00	18.15%	\$465.73
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12413	12413	M&P 9 Compact M2.0 - Crimson Trace® Green Laserguard®	EA	\$699.00	18.15%	\$572.13
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12414	12414	M&P 9 Compact M2.0 - Crimson Trace® Green Laserguard®	EA	\$699.00	18.15%	\$572.13
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12464	12464	M&P9 M2.0 4" COMFACT, NTS, WDS, 10RD Compliant	EA	\$569.00	18.15%	\$465.73
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12465	12465	M&P9 M2.0 4" COMPACT, TS, WDS, 10RD Compliant	EA	\$569.00	18.15%	\$465.73
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12466	12466	M&P9 M2.0 4" COMFACT, TS, WDS, MA Compliant	EA	\$569.00	18.15%	\$465.73
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12467	12467	M&P9 M2.0 4" COMFACT, NTS, WDS, MA Compliant	EA	\$569.00	18.15%	\$465.73
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11676	11676	M&P 40 Compact M2.0	EA	\$669.00	18.15%	\$547.58
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	11678	11678	M&P 40 Compact M2.0	EA	\$669.00	18.15%	\$547.58
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12098	12098	M&P 40 Compact M2.0	EA	\$569.00	18.15%	\$465.73
Lot 1 - LE Firearms	Smith & Wesson	LE Firearms	12411	12411	M&P 9 Compact M2.0 - Crimson Trace® Rail Master Tactical Light	EA	\$629.00	18.15%	\$514.84

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:** August 19, 2021

**Re:** R-2021-002 Lake Secor Park District Maintenance

The attached request for proposal (RFP) was solicited from contractors for the referenced maintenance contract. The complete list is on the attached "Vendor List" and included nine (9) direct mail solicitations.

Per the attached RFP, the contract shall be effective for the term of three (3) years, commencing on or about May 1, 2022 and ending on or about April 30, 2025. The Town of Carmel has the unilateral option, at its sole discretion, to extend the contract for two (2) one (1) year periods. The following Bids were received:

Contractor	2022	2023	2024	2025	2026	Total
Bella Vista	3,850.00	4,000.00	4,300.00	4,450.00	4,550.00	21,150.00
Kiko's Landscape	5,000.00	5,750.00	6,500.00	6,500.00	6,500.00	30,250.00

Bella Vista Landscaping has been performing this service since the middle of 2013. Their performance has been satisfactory at this facility and we recommend that the project be awarded to Bella Vista. The total cost over the life of the contract is \$23,150.00. The cost for each year is summarized in the attached and the contract duration is for 2022, 2023 and 2024 with the option to continue the service in 2025 and 2026.

I respectfully request that this matter be placed on the next available work session for discussion.

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

July 6, 2021

**NOTICE TO VENDORS – REQUEST FOR PROPOSAL  
LAKE SECOR PARK DISTRICT  
LANDSCAPE/ MAINTENANCE - RFP#2021-002**

Dear Sir or Madame:

The Town of Carmel is currently seeking proposals for landscaping and maintenance of the Lake Secor Park District property starting in calendar year 2022.

The request for proposal includes the following:

1. Landscaping and maintenance work in accordance with the attached specification and contract.
2. Insurance requirements - Exhibit A.

Sealed proposals must be submitted to the Town Engineer's office no later than 11:00 a.m. on August 13, 2021. **THE ENVELOPE MUST BE MARKED ON THE OUTSIDE WITH THE FOLLOWING LANGUAGE**

**"LAKE SECOR PARK DISTRICT LANDSCAPE/ MAINTENANCE RFP#2021-002"**

If you have any questions regarding this RFP, please contact the Town of Carmel Engineering Department at 845-628-1500 or email [rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us) Questions will be received up to July 28, 2021 at 2:00 PM

Sincerely,

Richard J. Franzetti PE  
Town Engineer

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

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

May 18, 2021

**NOTICE TO VENDORS**  
**LAKE SECOR PARK DISTRICT**  
**LANDSCAPE/MAINTENANCE**  
**CONTRACT YEARS 2022, 2023, 2024 (2025, 2026 optional)**  
**R2021-002**

**SPECIFICATIONS**

The contractor agrees to provide all necessary tools and equipment required for the proper performance of the various duties for the Lake Secor Park District, which includes lawn mowing and trimming.

Contractor reports to and works with the Town of Carmel Engineering Department as directed and is responsible for reporting all necessary repairs and/or problems to the Town of Carmel Engineering Department. The Park District agrees to provide all necessary supplies and materials.

**Description of Work**

1. Annual spring cleaning of beach to include painting/staining of docks, benches, picnic tables, play set, lifeguard chair, railings and all minor repairs as needed.
2. Prior to beach opening put out docks, ropes, buoys and mark docks according to Putnam County Dept. of Health requirements.
3. Install environmental fencing for summer season along shoreline.
4. Remove and dispose of approximately 20 cubic yards of lake vegetation after lake weed harvesting in the summer. Contractor to provide suitable disposal location.
5. Handle all minor repairs.
6. Oversee any major repair work.
7. Cutting back weeds in the beach area, the fence and the parking lot (as described above)

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

8. Mowing and over-seeing the beach area.

Seasonal Maintenance:

- Mowing the beach area every two weeks through the season. The season is defined as May 1st through September 30<sup>th</sup>.
- Cutting back perimeter weeds around all of the areas described above once per month (May through September).
- A “spring” clean- up (in the first week of May).
- A “fall” clean up (mainly leaf removal in early November).

PAYMENT

Contractor shall be paid in five (5) installments annually for a total of 15 total payments over the term of the three (3) year contract. Payments periods shall not be less than one month.

DURATION

This contract shall be effective for the term of three (3) years, commencing on or about May 1, 2022 and ending on or about April 30, 2025. **The Town of Carmel Shall have the unilateral option, at the sole discretion of the Town of Carmel to extend the contract for two one year periods.**

MODIFICATIONS

This contract may not be changed or modified except in writing.

INSURANCE REQUIREMENTS

In accordance with Schedule “A” attached.

**PROPOSAL SUBMISSION SHEET  
R 2021-002  
LAKE SECOR PARK DISTRICT  
MAINTENANCE 2022, 2023, 2024 (2025, 2026 optional)**

1. Amount bid 2022 \$ \_\_\_\_\_

\_\_\_\_\_ Amount bid in words

2. Amount bid 2023 \$ \_\_\_\_\_

\_\_\_\_\_ Amount bid in words

3. Amount bid 2024 \$ \_\_\_\_\_

\_\_\_\_\_ Amount bid in words

4. Amount bid 2025 (Town of Carmel Option) \$ \_\_\_\_\_

\_\_\_\_\_ Amount bid in words

5. Amount bid 2026(Town of Carmel Option) \$ \_\_\_\_\_

\_\_\_\_\_ Amount bid in words

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Applicants Legal Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# SCHEDULE "A"

## Town of Carmel

### Insurance Requirements – Contractors

- I. Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation. Before any of the work is started under this contract, the contractor shall file with the municipality a certificate(s).
- II. The policy naming the municipality as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
  - Provide for 30 days notice of cancellation.
  - State that the contractors' coverage shall be primary coverage for the municipality, its Board, employees and volunteers.
  - The municipality shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the municipality for any applicable deductibles.
- IV. Required Insurance:
  - Commercial General Liability Insurance  
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - Automobile Liability  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. \$1,000,000 contracts above \$100,000.
  - Workers' Compensation  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - Owners/Contractors Protective Insurance  
(Required for construction projects in excess of \$500,000). \$1,000,000 per occurrence/\$2,000,000 aggregate, with the municipality as the named insured.
  - Excess Insurance

Limits depending on the size of the project: \$1,000,000 limit for contracts above \$100,000, \$3,000,000 limit for contracts above \$250,000, and \$5,000,000 limit for contracts above \$500,000.

## **Schedule A (continued)**

- Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted Surety Company, in good standing.

- If any work is to be subcontracted, the proposed subcontractor must be reviewed with the municipality prior to acceptance.

- Professional Errors & Omission Insurance

All Professional Consultants such as Engineers, Architects, Surveyors, Contractor Construction Managers, Environmental, Attorneys and Accountants.

\$1,000,000 per occurrence/\$2,000,000 Aggregate for negligent professional acts of the consultant.

- V. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

Patrick Roncallo  
All Seasons Property  
106 Tibett Drive  
Carmel, NY 10512

Kiko's Landscaping  
6 Northgate Road  
Carmel, NY 10512

Coviello Landscaping  
65 Everett Road  
Carmel, NY 10512

Alfredo's Landscaping  
and Tree Removal  
6 Center Street  
Patterson, NY 12563

Griffin Landscaping  
1234 Lincoln Terrace  
Peekskill, NY 10566

Colonial Landscaping  
45 Sprout Brook Road  
Cortland Manor, NY 10567

Maple Leaf Associates  
4 Morrissey Drive  
Putnam Valley, NY 10579

Bella Vista Landscaping  
51 Topland Road  
Mahopac, NY 10541

Maxner Landscaping  
83 Warren Street  
Somers, NY 10589

**PROPOSAL SUBMISSION SHEET**  
**R 2021-002**  
**LAKE SECOR PARK DISTRICT**  
**MAINTENANCE 2022, 2023, 2024 (2025, 2026 optional)**

1. Amount bid 2022 \$ 5,000<sup>00</sup>/xxx  
Five thousand and 00/100 dollars  
Amount bid in words

2. Amount bid 2023 \$ 5,750<sup>00</sup>/xxx  
Five thousand seven hundred fifty dollars  
Amount bid in words

3. Amount bid 2024 \$ 6,500<sup>00</sup>/xxx  
Six thousand five hundred dollars  
Amount bid in words

4. Amount bid 2025 (Town of Carmel Option) \$ 6,500<sup>00</sup>/xxx  
Six thousand five hundred dollars  
Amount bid in words

5. Amount bid 2026 (Town of Carmel Option) \$ 6,500<sup>00</sup>/xxx  
Six thousand five hundred dollars  
Amount bid in words

Submitted By: Francisco Jorge  
Title: Owner

Applicants Legal Address:  
6 Northgate Road  
Carmel, New York 10512

Francisco Jorge                      7/6/21  
Signature                                      Date

PROPOSAL SUBMISSION SHEET  
R 2021-002  
LAKE SECOR PARK DISTRICT  
MAINTENANCE 2022, 2023, 2024 (2025, 2026 optional)

1. Amount bid 2022 <sup>+ spring & fall cleanup price</sup> \$ 2850.00  
Two Thousand Eight Hundred Fifty Dollar  
Amount bid in words

2. Amount bid 2023 <sup>+ spring & fall cleanup price</sup> \$ 3000.00  
Three Thousand Dollar  
Amount bid in words

3. Amount bid 2024 <sup>+ spring & fall cleanup price</sup> \$ 3300.00  
Three Thousand Three Hundred Dollar  
Amount bid in words

4. Amount bid 2025 (Town of Carmel Option) <sup>+ spring & fall cleanup price</sup> \$ 3450.00  
Three Thousand Four Hundred & Fifty Dollar  
Amount bid in words

5. Amount bid 2026 (Town of Carmel Option) <sup>+ spring & fall cleanup price</sup> \$ 3550  
Three Thousand Five Hundred Fifty Dollar  
Amount bid in words

Submitted By: JORGE CAGUANO  
Title: LANDSCAPE PRICING & MAINTENANCE

Applicants Legal Address:  
51 Topland Rd  
Mahopac N.Y. 10541

[Signature]  
Signature

Aug. 13-2021  
Date

NOTE: Additional \$1,000.00  
for spring & fall  
cleanup

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**

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**To:** Carmel Town Board  
**From:** Richard J. Franzetti P.E. Town Engineer   
**Date:** August 19, 2021  
**Re:** R-2021-003 Teakettle Spout Lake Park District Maintenance

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The attached request for proposal (RFP) was solicited from contractors for the referenced maintenance contract. The complete list is on the attached "Vendor List" and included nine (9) direct mail solicitations.

Per the attached RFP, the contract shall be effective for the term of three (3) years, commencing on or about May 1, 2022 and ending on or about April 30, 2025. The Town of Carmel has the unilateral option, at its sole discretion, to extend the contract for two (2) one (1) year periods. The following costs were received:

Contractor	2022	2023	2024	2025	2026	Total
Bella Vista	3,000.00	3,300.00	3,600.00	3,650.00	3,800.00	17,350.00
Kiko's Landscape	6,000.00	6,750.00	7,500.00	7,500.00	7,500.00	35,250.00

The Town contacted both Bella Vista Landscaping, the company that has been performing this service for the past seven (7) years and Kiko's landscaping. Bella Vista noted that the cost provided did not include pricing for maintaining the two (2) dams and the property recently acquired adjacent to Upper Teakettle Lake, which was included in the description of work, while Kiko's landscaping did include this work.

Kiko's Landscaping has performed work to the Town of Carmel and their performance has been satisfactory and we recommend that the project be awarded to Kiko's Landscaping as the lowest responsible proposer.

The cost for each year is summarized in the attached and the contract duration is for 2022, 2023 and 2024 with the option to continue the service in 2025 and 2026.

I respectfully request that this matter be placed on the next available work session for discussion.

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

July 6, 2021

**NOTICE TO VENDORS – REQUEST FOR PROPOSAL  
TEAKETTLE LAKE PARK DISTRICT  
LANDSCAPE/ MAINTENANCE - RFP#2021-003**

Dear Sir or Madame:

The Town of Carmel is currently seeking proposals for landscaping and maintenance of the Teakettle Lake Park District property starting in calendar year 2022.

The request for proposal includes the following:

1. Landscaping and maintenance work in accordance with the attached specification and contract.
2. Insurance requirements - Exhibit A.

Sealed proposals must be submitted to the Town Engineer's office no later than 11:00 a.m. on August 13, 2021. **THE ENVELOPE MUST BE MARKED ON THE OUTSIDE WITH THE FOLLOWING LANGUAGE**

**“TEAKETTLE LAKE PARK DISTRICT LANDSCAPE/ MAINTENANCE RFP#2021-003”**

If you have any questions regarding this RFP, please contact the Town of Carmel Engineering Department at 845-628-1500 or email [rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us) Questions will be received up to July 28, 2021 at 2:00 PM

Sincerely,

Richard J. Franzetti PE  
Town Engineer.



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

July 6, 2021

**NOTICE TO VENDORS  
TEAKETTLE SPOUT LAKE PARK DISTRICT  
LANDSCAPE/MAINTENANCE  
CONTRACT YEAR 2022, 2023, 2024 (2025, 2026 optional)  
R2021-003**

**SPECIFICATIONS**

The contractor agrees to provide all necessary tools and equipment required for the proper performance of the various duties for the Teakettle Spout Lake Park District, which includes lawn mowing and trimming.

Contractor reports to and works with the Town of Carmel Engineering Department as directed and is responsible for reporting all necessary repairs and/or problems to the Town of Carmel Engineering Department. The Park District agrees to provide all necessary supplies and materials.

**A. Description of Work Areas**

1. The beach area, running from the shore line to the fence along Union Valley Road.
2. The fence between the beach area, the parking lot and Union Valley Road.
3. The perimeter of the parking lot along Union Valley Road.
4. Approximately 3 feet beyond the guardrails on the lakeside of Union Valley Road, extending from the intersections at Lakeview Road to Teakettle Spout road.
5. Areas around both dams
6. Park area along Northview Drive that access Upper Teakettle Lake dam. Street address's are 26 and 32 Northview drive.

**B. Description of Work**

1. Cutting back weeds in the beach area, the fence and the parking lot (as described above).
2. Mowing and over seeing the beach area.

Seasonal Maintenance:

- Mowing the beach area every two weeks through the season. The season is defined as May 1st through September 30<sup>th</sup>.
- Cutting back perimeter weeds around all of the areas described above once per month (May through September).
- A “spring” clean up (in the first week of May).
- A “fall” clean up (mainly leaf removal in early November).

**PAYMENT**

Contractor shall be paid in five (5) installments annually for a total of 15 total payments over the term of the three (3) year contract. Payment periods shall not be less than one month.

**DURATION**

This contract shall be effective for the term of three (3) years, commencing on or about May 1, 2022 and ending on or about April 30, 2025. **The Town of Carmel Shall have the unilateral option, at the sole discretion of the Town of Carmel to extend the contract for two one year periods.**

**MODIFICATIONS**

This contract may not be changed or modified except in writing.

**INSURANCE REQUIREMENTS**

In accordance with Schedule “A” attached.

**PROPOSAL SUBMISSION SHEET  
R2021-003  
TEAKETTLE SPOUT LAKE PARK DISTRICT  
MAINTENANCE 2022, 2023, 2024**

1. Amount bid 2022 \$ \_\_\_\_\_

\_\_\_\_\_  
Amount bid in words

2. Amount bid 2023 \$ \_\_\_\_\_

\_\_\_\_\_  
Amount bid in words

3. Amount bid 2024 \$ \_\_\_\_\_

\_\_\_\_\_  
Amount bid in words

4. Amount bid 2025 (Town of Carmel Option) \$ \_\_\_\_\_

\_\_\_\_\_  
Amount bid in words

5. Amount bid 2026(Town of Carmel Option) \$ \_\_\_\_\_

\_\_\_\_\_  
Amount bid in words

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Applicants Legal Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# SCHEDULE "A"

## Town of Carmel

### Insurance Requirements – Contractors

- I. Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation. Before any of the work is started under this contract, the contractor shall file with the municipality a certificate(s).
- II. The policy naming the municipality as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
  - Provide for 30 days notice of cancellation.
  - State that the contractors' coverage shall be primary coverage for the municipality, its Board, employees and volunteers.
  - The municipality shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the municipality for any applicable deductibles.
- IV. Required Insurance:
  - Commercial General Liability Insurance  
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - Automobile Liability  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. \$1,000,000 contracts above \$100,000.
  - Workers' Compensation  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - Owners/Contractors Protective Insurance  
(Required for construction projects in excess of \$500,000). \$1,000,000 per occurrence/\$2,000,000 aggregate, with the municipality as the named insured.
  - Excess Insurance

Limits depending on the size of the project: \$1,000,000 limit for contracts above \$100,000, \$3,000,000 limit for contracts above \$250,000, and \$5,000,000 limit for contracts above \$500,000.

## **Schedule A (continued)**

- Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted Surety Company, in good standing.

- If any work is to be subcontracted, the proposed subcontractor must be reviewed with the municipality prior to acceptance.

- Professional Errors & Omission Insurance

All Professional Consultants such as Engineers, Architects, Surveyors, Contractor Construction Managers, Environmental, Attorneys and Accountants.

\$1,000,000 per occurrence/\$2,000,000 Aggregate for negligent professional acts of the consultant.

- V. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

Patrick Roncallo  
All Seasons Property  
106 Tibett Drive  
Carmel, NY 10512

Kiko's Landscaping  
6 Northgate Road  
Carmel, NY 10512

Coviello Landscaping  
65 Everett Road  
Carmel, NY 10512

Alfredo's Landscaping  
and Tree Removal  
6 Center Street  
Patterson, NY 12563

Griffin Landscaping  
1234 Lincoln Terrace  
Peekskill, NY 10566

Colonial Landscaping  
45 Sprout Brook Road  
Cortland Manor, NY 10567

Maple Leaf Associates  
4 Morrissey Drive  
Putnam Valley, NY 10579

Bella Vista Landscaping  
51 Topland Road  
Mahopac, NY 10541

Maxner Landscaping  
83 Warren Street  
Somers, NY 10589

PROPOSAL SUBMISSION SHEET  
R2021-003  
TEAKETTLE SPOUT LAKE PARK DISTRICT  
MAINTENANCE 2022, 2023, 2024

1. Amount bid 2022 \$ 6,000.<sup>00</sup>/xxx  
Six thousand and 00/100 dollars  
Amount bid in words

2. Amount bid 2023 \$ 6,750.<sup>00</sup>/xxx  
Six thousand seven hundred fifty dollars  
Amount bid in words

3. Amount bid 2024 \$ 7,500.<sup>00</sup>/xxx  
Seven thousand five hundred dollars  
Amount bid in words

4. Amount bid 2025 (Town of Carmel Option) \$ 7,500.<sup>00</sup>/xxx  
Seven thousand five hundred dollars  
Amount bid in words

5. Amount bid 2026 (Town of Carmel Option) \$ 7,500.<sup>00</sup>/xxx  
Seven thousand five hundred dollars  
Amount bid in words

Submitted By: Francisco Jorge

Title: Owner

Applicants Legal Address:

6 Northgate Road

Carmel, New York 12512

Francisco Jorge  
Signature

7/6/21  
Date

PROPOSAL SUBMISSION SHEET  
R2021-003  
TEAKETTLE SPOUT LAKE PARK DISTRICT  
MAINTENANCE 2022, 2023, 2024

1. Amount bid 2022 + Spring & Fall Cleanup Price \$ 2000.00  
Two Thousand Dollar  
Amount bid in words

2. Amount bid 2023 + Spring & Fall Cleanup Price \$ 2300.00  
Two Thousand Three hundred Dollar  
Amount bid in words

3. Amount bid 2024 + Spring & Fall Cleanup Price \$ 2600.00  
Two thousand Six hundred Dollar  
Amount bid in words

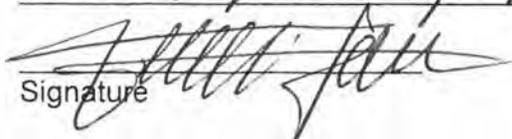
4. Amount bid 2025 (Town of Carmel Option) + Spring & Fall Cleanup Price \$ 2650  
Two thousand Six hundred & fifty Dollar  
Amount bid in words

5. Amount bid 2026 (Town of Carmel Option) + Spring & Fall Cleanup Price \$ 208.00.00  
Two thousand Eight hundred Dollar  
Amount bid in words

Submitted By: Bella Vista Landscaping  
Title: Jose Coqueno

Applicants Legal Address:  
51 Topland rd  
Malibu ca n.f. 90241

NOTE: additional \$1000.00  
for Spring & Fall  
Cleanup

  
Signature

8/13/2021  
Date

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

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**To:** Carmel Town Board

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

**Date:** August 18, 2021

**Re:** C265 - CWD 2 Relining No Cost Change Order No. 1 Request

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As the Board is aware, the referenced project was awarded to Michels.

Due to unforeseen conditions encountered while working in the smaller roadways and the potential for winter weather delays it is recommended that the date for substantial completion be changed to June 23, 2022. This delay was not caused by the Contractor. A more detailed explanation is provided in the attached from JRFA associates.

In order to ensure appropriate time for the contractor to complete the project, we recommend that the Board authorize the NO COST Work Change Order #1 (attached). The proposed contract completion date would then be on or before September 21, 2022.

Attached please find the proposed **no-cost** Change Order #1. We recommend that the Board approve Change Order #1 and authorize the Supervisor to sign the same.

**MEMO TO:** Richard J. Franzetti, Town Engineer

**FROM:** John E. Folchetti, P.E.

**DATE:** August 17, 2021

**SUBJECT: CARMEL WATER DISTRICT 2  
WATER MAIN REHABILITATION PROJECT  
CONTRACT C-265  
CHANGE ORDER NO. 1 - EXTENSION OF TIME REQUEST**

Dear Mr. Franzetti:

JRFA has received the referenced request, dated August 12, 2021. The Contractor is requesting a contract extension due to unforeseen conditions encountered while working in the smaller roadways and the potential for winter weather related site closures.

There is no change to the cost of the project. I recommend approval of the contract extension to the dates identified in their request.

JEF/jac  
Attachment

Cc: File

**CHANGE ORDER**

No. 1

**CARMEL WATER DISTRICT NO. 2 WATERMAIN REHABILITATION - PHASE 1**

DATE OF ISSUANCE 8/17/2021

EFFECTIVE DATE 8/17/2021

OWNER The Town of Carmel  
OWNER's Contractor No. C-265

CONTRACTOR: Michels Pipe Services

ENGINEER: J. Robert Folchetti & Associates

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

Reason for Change Order: 1. Contract Time Extension

Attachments: (List documents supporting change) Engineering Memo; Contractor Request

<b>CHANGE IN CONTRACT PRICE:</b> Original Contract Price	<b>CHANGE IN CONTRACT TIMES:</b> Original Contract Times
\$ <u>None</u>	Substantial Completion: <u>January 6, 2022</u> Ready for final payment: <u>April 6, 2022</u>
Net changes from previous Change Orders No. to No.	Net change from previous Change Orders No. to No.
\$ _____	_____
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ _____	Substantial Completion: <u>January 6, 2022</u> Ready for final payment: <u>April 6, 2022</u>
Net Increase (decrease) of this Change Order	Net Increase of this Change Order
\$ _____	<u>81 Days</u>
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ _____	Substantial Completion: <u>June 23, 2022</u> Ready for final payment: <u>September 21, 2022</u> days or dates

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 8.17.2021

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 8-17-2021

APPROVED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_



August 12, 2021

Mr. John Folchetti, P.E.  
J. Robert Folchetti & Associates  
31 Sodom Road  
Brewster, NY 10509

RE: Carmel Water District 2 – Water Main Rehabilitation Project  
Schedule Update and Request for Time Extension

Dear Mr. Folchetti,

In a review of the current progress on the above-referenced project, Michels Pipe Services requests that a time extension be granted as per General Conditions Article 12.

This request results from changes in work scope and/or additional work Michels Pipe Services has performed to date as outlined below:

Location	Unforeseen Condition / Additional Work Performed	Additional Contract Time Requested
Kelly Ridge Road	Burial of temporary water bypass at customer's driveways as directed by the engineer; including final restoration	Four (4) days
Kelly Ridge Road / Fair Street	Excavation, installation/testing, and restoration of Insert Valve	Four (4) days
Kelly Ridge Road / Fair Street	Change in Field Conditions - exploratory excavation required to locate existing in-line valve including final restoration	Two (2) days
Hill Side Place / Kelly Ridge Road	Exploratory CCTV inspection required to determine the actual location of transition between unlined and lined pipe	Two (2) days
Everett Road	Burial of temporary water bypass at customer's driveways as directed by the engineer; including final restoration	Four (4) days
St. Michaels Terrace	Excavation, removal, replacement, backfill, and restoration of in-line gate SMTV5 (asbestos pipe)	Three (3) days
St. Michaels Terrace	Additional test pits required to verify pipe type and interior condition	Ten (10) days
St. Michaels Terrace	Installation of 4-inch and 2-inch temporary water bypass (including flushing, bacteria testing, and hook-up of temporary service lines to customer's properties)	Fifteen (15) days

# MICHELS®

TOTAL REQUEST		Forty Four (44) Days
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The contract completion dates are: substantial - December 30, 2021, and final March 30, 2022.

We respectfully request the following Winter Shut-down and Time Extension based on the above list of unforeseen conditions/additional work performed to date and potential unforeseeable conditions between now and completion of the project:

**Winter shut-down** from November 24, 2021, to April 4, 2022

**Revised Substantial completion date** - June 23, 2022 (37 days remaining from the original contract time + 44 days included in herein request)

**Revised Final completion date** – September 21, 2022

Your consideration of this request is greatly appreciated. Please feel free to call me should you have any questions or require further information.

Very truly yours



Mario Ksiazak  
Operations Manager  
Michels Pipe Services

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:** August 17, 2021

**Re:** CSD #7 - Replacement of Microfiltration Module at Microfiltration Plant

Inframark the operators for Carmel Sewer Districts 7 (CSD 7) have advised the Engineering Department (Department) that based on a recent inspection of the microfiltration system (MFS) that the modules that operate the MFS are unable to hold pressure and as such should be replaced. There are two (2) skid membrane units with 24 microfilter modules each for a total of 48 microfibrers/filters being replaced.

As an FYI these projects were completed as a Regulatory Upgrade and were financed through NYS EFC by New York City. These facilities utilize a combination microfiltration elements and ultraviolet disinfection bulbs.

Inframark has advised this Department that the modules replacement part are only provided by FilmTec Corporation (Dupont). This Department therefore considers this particular manufacturer to be a sole source. Inframark received the attached quote from FilmTec Corporation (Dupont):

CSD	2
Modules	\$43,437.60
Install	\$8,160.00
Total	\$51,597.60
Total after reimbursement	\$25,798.80

Inframark has indicated that this equipment is ~ 10 years old and that expected life expectancy of the equipment is ~10 years (as provided in the attached).

We have discussed this matter with the Comptroller, there are insufficient funds in the 2021 operating budget for this request. Funds will be obtained by borrowing from the unreserved fund balance to make this purchase. We therefore request authorization to proceed with this work as outlined.

**TOWN OF CARMEL**  
**ENGINEERING**  
**REQUEST FOR PURCHASE OR REPAIR**  
District: CSD 7 CMF

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

T: +1 845 228 0460  
[www.inframark.com](http://www.inframark.com)

Date of Request: 8-16-21

Item requested: Replacement of microfilter modules (Quantity 48) recommended by inspector from FilmTec. Request for Town Board Authorizing Resolution.

Purpose of item: Microfiltration

Estimated age of equipment to be replaced / repaired: Original, approx. 10+ years

Estimated life expectancy of new equipment / repair: 10+

Labor cost for installation and/or repair: Installed by Inframark – approx. 48 man hours (\$8,160.00)

Vendor #1:	FilmTec Corporation (Dupont)	Cost:	\$43,437.60
Vendor #2:	Sole Source	Cost:	
Vendor #3:		Cost:	



<b>FILMTEC CORPORATION</b> 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES  <p style="text-align: center;"><b>FilmTec Corporation</b></p>	<b>Document Date</b> 07/12/2021	<b>Order Number</b> 41157901
	<b>Customer P.O. number</b> GEC-07-12-21-1	

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
20	12039509 KIT, SEAL M10/L10/L20 HOUSING CP HEAVY	48 EA	25.50 USD / EA	1,224.00 USD
	<b>Confirm Date</b> 07/30/2021	<b>Quantity</b> 48 EA		
	<b>Gross Weight:</b> 8.016 KG / 17.672 LB <b>Net Weight:</b> 7.632 KG / 16.826 LB <b>No. of Pkgs:</b> 48 <b>Customs tariff num - Export:</b> 4016930016 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)			
30	12038768 CUP, FILT NYLON ASSEMBLED C/W O-RINGS	96 EA	13.50 USD / EA	1,296.00 USD
	<b>Confirm Date</b> 07/30/2021	<b>Quantity</b> 96 EA		
	<b>Gross Weight:</b> 29.760 KG / 65.610 LB <b>Net Weight:</b> 24.960 KG / 55.027 LB <b>No. of Pkgs:</b> 96 <b>Customs tariff num - Export:</b> 8421999017 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)			
40	12038707 VALVE, FILT ISOL, CP, NYLON	48 EA	2.45 USD / EA	117.60 USD
	<b>Confirm Date</b> 07/30/2021	<b>Quantity</b> 48 EA		
	<b>Gross Weight:</b> 1.920 KG / 4.233 LB <b>Net Weight:</b> 1.824 KG / 4.021 LB <b>No. of Pkgs:</b> 48 <b>Customs tariff num - Export:</b> 8481809044 NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)			

<b>FILMTEC CORPORATION</b> 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES  <p style="text-align: center;"><b>FilmTec Corporation</b></p>	<b>Document Date</b> 07/12/2021	<b>Order Number</b> 41157901
	<b>Customer P.O. number</b> GEC-07-12-21-1	

Item #	Goods Description Shipping Marks	Quantity	Unit Price	Amount
				43,437.60
	<b>Subtotal</b>			43,437.60
				<b>USD</b>
	<b>Total</b> <b>Gross Weight:</b> 496.896 KG / 1,095.469 LB <b>Net Weight:</b> 469.872 KG / 1,035.891 LB <b>Total number of Pieces:</b> 240  INFORMATION: MEMCOR MODULE REPLACEMENT CARMEL #7			

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<b>CONTACT:</b>	Ericca Heilig Ph.:	ERICCA.HEILIG@DUPONT.COM Fax:
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<b>FILMTEC CORPORATION</b> 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES  <p style="text-align: center;"><b>FilmTec Corporation</b></p>	<b>Document Date</b> 07/12/2021	<b>Order Number</b> 41157901
	<b>Customer P.O. number</b> GEC-07-12-21-1	07/12/2021

STANDARD CONDITIONS OF SALE

1. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
2. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.
4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
6. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
9. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
10. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
11. Dispute Resolution and Arbitration - Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.
12. In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, title, liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.
13. This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.
14. Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
15. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement. <https://www.dupont.com/privacy.html>
16. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

**From:** [Esteves, Donna](#)  
**To:** [Franzetti, Richard](#)  
**Subject:** FW: 8-16-21 -- Recommendation for Board Resolution - CSD 7 CMF Modules  
**Date:** Tuesday, August 17, 2021 4:15:25 PM  
**Attachments:** [8-16-21 -- CSD7 Modules - Quote FilmTec.pdf](#)  
[8-16-21 -- Recommendation - CSD 7 - Modules.docx](#)

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Rich,

We do not have sufficient funds in the 2021 operating budget for this request. I discussed it with MaryAnn and we will be borrowing from the unreserved fund balance to make this purchase.

*Donna Esteves*

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

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**From:** Harris, Carrie <Carrie.Harris@inframark.com>  
**Sent:** Monday, August 16, 2021 3:26 PM  
**To:** Esteves, Donna <de@ci.carmel.ny.us>; Franzetti, Richard <rjf@ci.carmel.ny.us>  
**Cc:** Batz, Michael <michael.batz@inframark.com>; Brann, Thomas <thomas.brann@inframark.com>; Boyd, Diane <Diane.Boyd@inframark.com>; Grippo, Arthur <arthur.grippo@inframark.com>; Sundblom, Karl <karl.sundblom@inframark.com>; Dries, Gabriel <Gabriel.Dries@inframark.com>; Beardsley, David <david.beardsley@inframark.com>  
**Subject:** 8-16-21 -- Recommendation for Board Resolution - CSD 7 CMF Modules

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

Good afternoon Donna and Richard,

Please see attached recommendation for Town Board authorizing resolution for CSD 7 CMF for replacement modules. This was recommended by the inspector from the manufacturer and they are a sole source supplier.

If this year's budget allows, please recommend they be replaced this year (2021). Of not, please add this to the budget for 2022. Please let me know if that is the case and I will add it to our budget spreadsheet.

Thank you very much for your consideration.

Best Regards,  
Carrie

**Carrie Harris** | Administrative Assistant



2 Renwick Street | Newburgh, NY 12550

(O) 845-565-6182 | (M) 845-670-2909 | [www.inframark.com](http://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

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**To:** Carmel Town Board

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

**Date:** August 31, 2021

**Re:** C-265 CWD Water Main Lining Phase 2

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As the Board is aware the Engineering Department solicited proposals from qualified Engineering to provide prepare bid documents and specifications and construction administration for the water distribution system upgrades in Carmel Water District 2. The Board has authorized John Robert Folchetti and Associates to prepare plans and specification necessary to go out to Bid for this work.

As the Board may recall these upgrades include relining of ~ 10 miles (52,800 ft) of pipe, installation of valves, and the installation of new mains. The following should be noted:

- The relining project requires temporary water be placed into service (including hydrants);
- The relining project has been broken down into two (2) phases as follows:
  - Contract Phase 1 - includes the relining Fair Street, St. Michaels Terrace, Everett Road, and Kelly Ridge Road areas;
  - Phase 2 – included relining Sunset Ridge, Collier Drive (East and West), Fowler Avenue Sunny Crest, and Lindy Drive areas

On Monday, August 30, 2021 at 11:00 am Bids were opened by the Town Clerk for the above project. The bid summary as prepared by JRFA is provided in the attached.

Mainlining America was the lowest bidder at \$3,248,400.00. The Engineer's estimate for this work was between \$3,050,000 - \$3,666,000 for the 24,400 feet of pipe bid on this project. The low base bid of is within 6.5 percent of the low estimate The Board should note that debt for this project in the amount of \$13,301,400.00 was authorized for this project 2019.

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

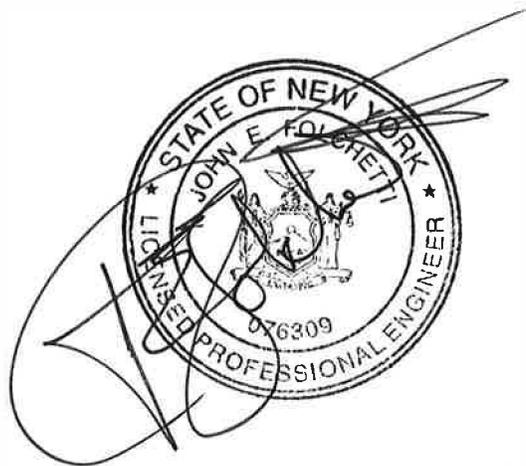
Town of Carmel  
60 McAlpin Avenue  
Carmel, New York 10541

**CARMEL WATER DISTRICT NO. 2  
WATER MAIN REHABILITATION  
PHASE 2**

**C-C265**

**BID EVALUATION and RECOMMENDATION to AWARD**

**August 2021**



**J. ROBERT FOLCHETTI & ASSOCIATES, L.L.C.**  
*CIVIL / ENVIRONMENTAL ENGINEERS*

**31 SODOM ROAD  
BREWSTER, NEW YORK 10509  
Tel. (845) 363-1560**

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**ENCLOSURES**

ATTACHMENT A: BID TABULATION

ATTACHMENT B: CONTRACTOR REFERENCE SHEETS

1.0 EXECUTIVE SUMMARY

The office of J. Robert Folchetti & Associates (JFRA) has completed the Engineer’s evaluation of bids received by the Town of Carmel for the Carmel Water District No. 2 Water Main Rehabilitation Phase 2 Project. Bid documents were prepared by JRFA and bids were opened and recorded by representatives of the Town on August 30, 2021.

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. All four (4) contractors attended the mandatory August 5, 2021 pre-bid meeting. Two (2) addenda were issued by JRFA in response to questions and comments forwarded by prospective bidders to amend/clarify information contained in the bid documents.

The results of the Engineer’s bid tabulation indicate that Mainlining America, LLC submitted the lowest numerical bid for the project.

2.0 RECEIPT OF BIDS

Bids were received for the Carmel Water District No. 2 Water Main Rehabilitation Phase 2 Project at 11:00 AM on August 30, 2021. Of the four (4) prospective Contractors in attendance at the pre-bid meeting, three (3) submitted bids representing a response rate of seventy five percent.

Table-1 below includes a summary of the bids received, arranged in ascending order of the total bid amount.

**TABLE-1**

**TOWN OF CARMEL  
WATER DISTRICT NO. 2 WATERMAIN REHABILITATION  
PHASE 2**

BIDDER	TOTAL BID AMOUNT	CONTACT
1. Mainlining America, LLC	\$3,248,400.00	Chris Hardy, P.E.
2. Michels Pipe Services	\$3,843,667.00	David Ebner
3. J. Fletcher Creamer & Son, Inc.	\$3,941,020.00	Dave Koger

3.0 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.

The Engineer’s estimate for this work was between \$125 and \$150 per foot of pipe to be lined; that translates to \$3,050,000 - \$3,660,000 for the 24,400 feet of pipe bid on this project. The low bid of \$3,248,400.00 is within 6.5 percent of the low estimate and is 11 percent below the high estimate. The low bidder was contacted on the day the bids were

received and confirmed that their bid was accurate and that they stood by the bid. The Town has received competitive bids on this project.

The three low bidders are the same three low bidders evaluated for the Carmel Water District No. 2 Water Main Rehabilitation Phase 1 Project in February 2021. As a result, original references from February were assumed valid and were not contacted again; only the low bidder's Dunn & Bradstreet rating was updated. Provided below is a summary description of the JRFA evaluation and assessment of completed Bid Proposals submitted by each of the three (3) lowest bidders.

3.1 **Mainlining America** (Bidder No. 1 hereinafter) submitted the lowest numerical bid amount.

3.1.1 Accuracy of the Bid

No errors were found on the bid form submitted by Bidder No.1. The sum total amount of payment Items 1A1-12 matched the bid price of \$3,248,400.00.

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

Information submitted by Bidder No. 1 demonstrates general conformity of qualifications with Bid Proposal requirements. Bidder No. 1 submitted 40 municipal water main projects for the past 5 years, including 15 cement lining projects, indicating that Bidder No. 1 has recent, relevant experience in this type of project work.

Updated Dun and Bradstreet (D&B) financial reports were obtained by JRFA to assist in the qualifications and company profile evaluation process. Bidder No. 1 carries a D&B Viability Score of 8.

3.1.2a Principal Personnel

Bidder No.1 has been in business for 64 years.

### 3.1.2b References

A total of twenty one references provided by Bidder No. 1 were called; three were successfully contacted and agreed to answer questions regarding the scope and quality of work performed by Bidder No. 1. The three references had worked with this firm on one project each. The individual reference and interview sheets are included herein as Attachment-B.

The overall rating given by the contacted references was 8.67 on a scale of 1 to 10 with 1 being the lowest and 10 being the highest numerical score. Additionally, each person interviewed indicated that they were generally pleased with the quality of work performed by Bidder No. 1. They found them to be cooperative but with occasional complaints due to a change in management.

3.2 **Michels Pipe Services** (Bidder No. 2 hereinafter) submitted the second lowest numerical bid amount.

#### 3.2.1 Accuracy of the Bid

No errors were found on the bid form submitted by Bidder No.2. The sum total amount of payment Items 1A1-12 matched the bid price of \$3,843,667.00.

As indicated on the attached Bid Tabulation form, Bidder No. 2 provided all requisite forms/information in the completed Bid Proposal.

#### 3.2.2 Qualifications

Information submitted by Bidder No. 2 demonstrates general conformity of qualifications with Bid Proposal requirements. Bidder No.2 submitted 25 municipal cement lining projects since 2015, indicating that Bidder No. 2 has recent, relevant experience in this type of project work.

Dun and Bradstreet (D&B) financial reports were obtained by JRFA to assist in the qualifications and company profile evaluation process. Bidder No. 2 carries a D&B Viability Score of 2.

##### 3.2.2a Principal Personnel

Michels Pipe Services, formerly Heitkamp, Inc, is a division of Michels Corporation. Heitkamp, Inc was in business as a pipe line construction firm until it was acquired by Michels in 2016. Michels Corporation has been in the heavy highway construction

business since 1960. The project manager for Michels Pipe Services has been with Heitkamp/Michels for over 20 years.

### 3.2.2b References

A total of twenty five references provided by Bidder No. 2 were called; six were successfully contacted and agreed to answer questions regarding the scope and quality of work performed by Bidder No. 2. Three of the six references had worked with this firm on multiple projects. The individual reference and interview sheets are included herein as Attachment-B.

The overall rating given by the contacted references was 9.83 on a scale of 1 to 10 with 1 being the lowest and 10 being the highest numerical score. Interviewees reported that projects completed by Bidder No.2 were finished within the budget and often ahead of schedule. Additionally, Bidder No 2 is currently working on the Carmel Water District No. 2 Water Main Rehabilitation Phase 1 Project. They have continuously demonstrated themselves to be extremely professional, good with the public, and easy to work with when unforeseen conditions are encountered.

### 3.3 **J. Fletcher Creamer & Sons** (Bidder No. 3 hereinafter) submitted the highest numerical bid amount.

#### 3.3.1 Accuracy of the Bid

No errors were found on the bid form submitted by Bidder No.3. The sum total amount of payment Items 1A1-12 matched the bid price of \$3,941,020.00.

As indicated on the attached Bid Tabulation form, Bidder No. 3 provided all requisite forms/information in the completed Bid Proposal.

#### 3.3.2 Qualifications

Information submitted by Bidder No. 3 demonstrates general conformity of qualifications with Bid Proposal requirements. Bidder No. 3 submitted over 200 municipal general heavy construction projects for the past 5 years, including 8 cement lining projects, indicating that Bidder No. 3 has recent, relevant experience in this type of project work.

Dun and Bradstreet (D&B) financial reports were obtained by JRFA to assist in the qualifications and company profile evaluation process. Bidder No. 3 carries a D&B Viability Score of 6.

### 3.3.2a Principal Personnel

Bidder No.3 has been in business for 98 years.

### 3.3.2b References

A total of twenty seven references provided by Bidder No. 3 were called; four were successfully contacted and agreed to answer questions regarding the scope and quality of work performed by Bidder No. 3. The four had all worked with this firm on a multiple projects. The individual reference and interview sheets are included herein as Attachment-B.

The overall rating given by the contacted references was 9.75 on a scale of 1 to 10 with 1 being the lowest and 10 being the highest numerical score. Additionally, each person interviewed indicated that they were very pleased with the quality of work performed by Bidder No 3. They found them to be professional, cooperative and reasonable with change orders. Interviewees reported that projects completed by Bidder No. 3 were finished within the budget and schedule.

## 4.0 RECOMMENDATIONS

JRFA has reviewed the completed Bid Proposals submitted by each of the bidders for the Carmel Water District No. 2 Water Main Rehabilitation Phase 2 Project.

All of the bidders evaluated herein submitted conforming bids. Each demonstrates recent, relevant work, and each is well known to both the Town and JRFA.

Based on an evaluation of bid amounts, experience of bidders, and project needs, we recommend that the contract be awarded to **Mainlining America, LLC** as the lowest responsible bidder on this project for a total amount of \$3,248,400.00.

**ATTACHMENT A  
BID TABULATION**

**BID TABULATION FORM**

<b>BID TABULATION SHEET FOR:</b> TOWN OF CARMEL WATER DISTRICT #2 WATER MAIN REHABILITATION PHASE 2 CONTRACT 265	<b>LOCATION:</b> TOWN OF CARMEL 60 MCALPIN AVENUE MAHOPAC, NEW YORK 10541			<b>BID OPENING DATE:</b> August 30, 2021	<b>J. Robert Folchetti</b>	
				<b>BID OPENING TIME:</b> 11:00 AM	<b>&amp; Associates</b>	
				Page 1 of 2		
<b>BID ITEM</b>	<b>CONTRACTOR:</b>					
	<b>Mainlining America, LLC</b>	<b>Michels Pipe Services</b>	<b>J. Fletcher Creamer &amp; Son, Inc.</b>			
BID PROPOSAL FORM	x	x	x			
ACKNOWLEDGEMENT OF ADDENDA (#1, through #2) RECEIVED	x	x	x			
BID BOND (5%)	x	x	x			
<b>BID PROPOSAL CERTIFICATIONS</b>						
A. CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS	x	x	x			
B. STATEMENT OF BIDDERS QUALIFICATIONS	x	x	x			
B.1 REFERENCES FOR JOBS IN PROGRESS	x	x	x			
B.2 REFERENCES FOR SIMILAR PROJECT WORK	x	x	x			
B.3 NAMES AND EXPERIENCE OF INDIVIDUALS IN FIRM	x	x	x			
B.4 FINANCIAL REFERENCES	x	x	x			
C. NONCOLLUSION AFFIDAVIT	x	x	x			
D. CERTIFICATE PURSUANT TO MUNICIPAL LAW	x	x	x			
E. EQUAL EMPLOYMENT CERTIFICATION	x	x	x			
F. CERTIFICATION OF NONSEGREGATED FACILITIES	x	x	x			
G. SITE VISITATION STATEMENT	x	x	x			

**BID TABULATION FORM**

BID TABULATION SHEET FOR:			TOWN OF CARMEL						
TOWN OF CARMEL			60 MCALPIN AVE						
WATER DISTRICT #2 WATER MAIN REHABILITATION - PHASE 2			MAHOPAC, NY 10541						
CONTRACT C-265									
PAYMENT ITEM NO.	PAYMENT ITEM DESCRIPTION & UNIT PRICE (IN WORDS)	UNIT OF MEASURE	EST	MAINLINING AMERICA LLC	MICHEL'S PIPE SERVICE	J. FLETCHER CREAMER & SON, INC			
			QTY/ UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1A1	6" DIA CEMENTITIOUS LINING	LF	11,000	\$ 28.00	\$ 308,000.00	\$ 41.00	\$ 451,000.00	\$ 44.00	\$ 484,000.00
1A2	8" DIA CEMENTITIOUS LINING	LF	9,100	\$ 32.00	\$ 291,200.00	\$ 37.00	\$ 336,700.00	\$ 44.00	\$ 400,400.00
1A3	10" DIA CEMENTITIOUS LINING	LF	4,300	\$ 32.00	\$ 137,600.00	\$ 41.00	\$ 176,300.00	\$ 44.00	\$ 189,200.00
1B1	6" DR 14 PVC WATERMAIN	LF	700	\$ 10.00	\$ 7,000.00	\$ 30.00	\$ 21,000.00	\$ 20.00	\$ 14,000.00
1B2	8" DR 14 PVC WATERMAIN	LF	1,000	\$ 10.00	\$ 10,000.00	\$ 30.00	\$ 30,000.00	\$ 35.00	\$ 35,000.00
1B3	10" DR 14 PVC WATERMAIN	LF	500	\$ 10.00	\$ 5,000.00	\$ 30.00	\$ 15,000.00	\$ 54.00	\$ 27,000.00
1B4	15" DR 14 PVC WATERMAIN	LF	200	\$ 10.00	\$ 2,000.00	\$ 30.00	\$ 6,000.00	\$ 50.00	\$ 10,000.00
1C1	6" GATE VALVE PRE-LINING INSTALLATION	EA	3	\$ 6,000.00	\$ 18,000.00	\$ 3,000.00	\$ 9,000.00	\$ 13,000.00	\$ 39,000.00
1C2	8" GATE VALVE PRE-LINING INSTALLATION	EA	8	\$ 6,500.00	\$ 52,000.00	\$ 3,000.00	\$ 24,000.00	\$ 13,700.00	\$ 109,600.00
1C3	10" GATE VALVE PRE-LINING INSTALLATION	EA	4	\$ 8,400.00	\$ 33,600.00	\$ 3,500.00	\$ 14,000.00	\$ 15,500.00	\$ 62,000.00
1C4	6" GATE VALVE POST-LINING INSTALLATION	EA	18	\$ 3,000.00	\$ 54,000.00	\$ 3,000.00	\$ 54,000.00	\$ 12,300.00	\$ 221,400.00
1C5	8" GATE VALVE POST-LINING INSTALLATION	EA	8	\$ 3,500.00	\$ 28,000.00	\$ 3,000.00	\$ 24,000.00	\$ 13,000.00	\$ 104,000.00
1C6	10" GATE VALVE POST-LINING INSTALLATION	EA	10	\$ 5,000.00	\$ 50,000.00	\$ 3,500.00	\$ 35,000.00	\$ 14,900.00	\$ 149,000.00
1C7	6" BENDS	EA	24	\$ 100.00	\$ 2,400.00	\$ 500.00	\$ 12,000.00	\$ 200.00	\$ 4,800.00
1C8	8" BENDS	EA	24	\$ 125.00	\$ 3,000.00	\$ 500.00	\$ 12,000.00	\$ 280.00	\$ 6,720.00
1C9	10" BENDS	EA	24	\$ 150.00	\$ 3,600.00	\$ 500.00	\$ 12,000.00	\$ 450.00	\$ 10,800.00
1C10	3/4" CURB STOP REPLACEMENT	EA	40	\$ 1,500.00	\$ 60,000.00	\$ 1,500.00	\$ 60,000.00	\$ 1,500.00	\$ 60,000.00
1C11	HYDRANTS	EA	20	\$ 6,500.00	\$ 130,000.00	\$ 10,000.00	\$ 200,000.00	\$ 8,100.00	\$ 162,000.00
1D1	TEMPORARY 2" DIA WATERMAIN	LF	25,000	\$ 8.00	\$ 200,000.00	\$ 10.00	\$ 250,000.00	\$ 5.00	\$ 125,000.00
1D2	TEMPORARY 4" DIA WATER SERVICE	EA	25,000	\$ 10.00	\$ 250,000.00	\$ 30.00	\$ 750,000.00	\$ 6.00	\$ 150,000.00
1D2	TEMPORARY 3/4" DIA WATER SERVICE	EA	280	\$ 1,200.00	\$ 336,000.00	\$ 200.00	\$ 56,000.00	\$ 800.00	\$ 224,000.00
1E	PIPE CLEANING	LF	24,000	\$ 20.00	\$ 480,000.00	\$ 15.00	\$ 360,000.00	\$ 35.00	\$ 840,000.00
1F1	PRE-LINING CCTV PIPELINE INSPECTION	LF	24,000	\$ 2.00	\$ 48,000.00	\$ 2.00	\$ 48,000.00	\$ 2.00	\$ 48,000.00
1F2	POST-LINING CCTV PIPELINE INSPECTION	LF	24,000	\$ 2.00	\$ 48,000.00	\$ 2.00	\$ 48,000.00	\$ 2.00	\$ 48,000.00
2	LOCATION OF EXISTING UTILITIES	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 91,307.00	\$ 91,307.00	\$ 10,000.00	\$ 10,000.00
3	TEST PITS	EA	75	\$ 1,000.00	\$ 75,000.00	\$ 2,000.00	\$ 150,000.00	\$ 100.00	\$ 7,500.00
4A	CLASS "B" CONCRETE	CY	100	\$ 250.00	\$ 25,000.00	\$ 250.00	\$ 25,000.00	\$ 175.00	\$ 17,500.00
4B	CONCRETE SIDEWALKS	SF	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 16.00	\$ 1,600.00
4C	CONCRETE CURBS	LF	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 38.00	\$ 3,800.00
4D	K-CRETE BACKFILL	CY	50	\$ 250.00	\$ 12,500.00	\$ 250.00	\$ 12,500.00	\$ 110.00	\$ 5,500.00
5A	4" ASPHALT BINDER COURSE	SY	800	\$ 90.00	\$ 72,000.00	\$ 100.00	\$ 80,000.00	\$ 34.00	\$ 27,200.00
5B	2" ASPHALT BINDER COURSE	SY	800	\$ 230.00	\$ 184,000.00	\$ 100.00	\$ 80,000.00	\$ 175.00	\$ 140,000.00
5C	ASPHALT CONCRETE CURB	LF	500	\$ 10.00	\$ 5,000.00	\$ 10.00	\$ 5,000.00	\$ 35.00	\$ 17,500.00
6	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 295,000.00	\$ 295,000.00	\$ 168,000.00	\$ 168,000.00
7	INSTALLATION AND MAINTENANCE OF TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 71,860.00	\$ 71,860.00	\$ 10,000.00	\$ 10,000.00
8	VEGETATED SURFACE RESTORATION	SY	50	\$ 300.00	\$ 15,000.00	\$ 30.00	\$ 1,500.00	\$ 50.00	\$ 2,500.00
9	EXTRA EARTH EXCAVATION	CY	50	\$ 10,000.00	\$ 5,000.00	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00
10	EXTRA FOUNDATION STONE	CY	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 10.00	\$ 1,000.00
11	EXTRA SELECT BACKFILL	CY	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 10.00	\$ 1,000.00
12	EXTRA TRACKING PAD	SY	100	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 15.00	\$ 1,500.00
<b>TOTAL AMOUNT BID</b>					\$ 3,248,400.00	\$ 3,843,667.00	\$ 3,941,020.00		

**ATTACHMENT B  
CONTRACTOR REFERENCE SHEETS**

BIDDER NO. 1

Mainlining America, LLC

DATE: 2/24/21

NAME OF CONTRACTOR: Maintaining America

NAME OF REFERENCE: Cory Placek

TYPE OF PROJECT: 1,802 LF cement mortar lining of 30" watermain

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

9.2

OVERALL EVALUATION:

Work was completed on-time within budget.

Would meet with Project Manager over the phone

Very cooperative.

DATE: 3/24/21

NAME OF CONTRACTOR: Maintaining America

NAME OF REFERENCE: Kenny Treadway

TYPE OF PROJECT: 20,139 LF of epoxy lining of 6" to 12" watermain

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

6.5

OVERALL EVALUATION:

Good company. Recent change in Management  
resulting in new contracts. Occasional complaints  
with pay. Take shift crews.

DATE: 2/25/21

NAME OF CONTRACTOR: MAINLINING AMERICA

NAME OF REFERENCE: STEVE DRAKE, ENGINEER, OCWA

TYPE OF PROJECT: WATERMAIN RELINE - 3,000 LF 8" MAIN

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	(10)	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	(10)	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	(10)	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	(10)	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	(10)	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	(10)	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	(10)	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	●	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	(10)	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	(10)	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION:

Last year was first time using them for lining.  
Temp mains hit/run over, quick response to fix.  
Any issues, they talked it over + it was good.  
Video pipe (x2) due to an infection issue,  
paid them for 2<sup>nd</sup> video. Very cooperative  
& do good work. would use them again.

DATE: \_\_\_\_\_

NAME OF CONTRACTOR: Mainlining America

NAME OF REFERENCE: Tom Wood

TYPE OF PROJECT: 7308 LF of Clean & Structurally line 8", 6", & 12" water mains

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION:

20 years of Hire, Very Responsive, Same guys on  
crews. Supers, Foreman, and management billing day to day.  
Change orders, extras, no Issues. Lowest Bidder.

BIDDER NO. 2

Michels Pipe Services

DATE: 2/23/21

NAME OF CONTRACTOR: MICHELS

NAME OF REFERENCE: PHIL LIVINGSTON, IHC CONSTRUCTION

TYPE OF PROJECT: REHAB ~~2~~ 2195' of 12" CIPP WATER LINE

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 9.9

TIMELY, WELL ORGANIZED, LOVED WORKING WITH THEM. THEY ARE USUALLY LOW BID BUT THEY CHOSE THEM WHEN THEY WERENT LOW BID BECAUSE THEY ARE GREAT TO WORK WITH. EXTRAS, NO PROBLEM.

DATE: 2/23/21

NAME OF CONTRACTOR: MICHELS

NAME OF REFERENCE: TERRY LATIFEI - City of Waterbury <sup>Dep.</sup> ~~water~~

TYPE OF PROJECT: Clean + Cement line 6" and 8" W/M - ~~W/M~~  
8,490LF

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 10

Communication is great, no one better for this work. Always low bid, you never have to worry with them. they do all work in house, no issue with change orders.

DATE: 2/23/21

NAME OF CONTRACTOR: MICHELS

NAME OF REFERENCE: DAW PELUSO - VILLAGE OF SLEEPY HOLLOW

TYPE OF PROJECT: 3000 LF CLEAN + LINE W.M.

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 9.8

GREAT TO WORK WITH, QUALITY OF WORK IS GOOD. THEY HAD SOME INSTANCES WHERE THEY HAD TO COME BACK + REPAIRS DUE TO TRENCHES SETTLING BUT RATED THEM A SOLID 9/10. NO ISSUES W/ CHANGE ORDERS.

DATE: 2/23/21

NAME OF CONTRACTOR: MICHELS

NAME OF REFERENCE: DAN O'CONNOR CRONON ON HUDSON

TYPE OF PROJECT: VARIOUS WATER MAIN REPLACEMENTS & LININGS

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	(10)	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	(10)	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	(10)	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	(10)	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	(10)	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	(10)	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	(10)	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	(10)	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	(10)	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	(10)	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 100

Really good company, very cooperative, no issues w/ change orders. Only complaint is that it is more corporate. Said HE WOULD WORK W/ THEM AGAIN IN A HEARTBEAT.

DATE: 2/25/21

NAME OF CONTRACTOR: MICHELS

NAME OF REFERENCE: ADAM WIEDERHOEFT, ENG. CITY OF MADISON WI

TYPE OF PROJECT: WATER MAIN RELINE JOBS. 10K' Residential, 3K' commercial

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	(10)	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	(10)	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	(10)	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	(10)	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	(10)	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	(10)	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	(5)	4	3	2	1
SUBMISSION OF EXTRAS:	10	(9)	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10		8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	(10)	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 9.3 / 10 9.3

HE WAS IMPRESSED WITH THEIR TEMP. BYPASS  
WHILE RELINING. TEMP WAS VISUALLY NICE, DID  
A GOOD JOB @ KEEPING PEOPLE HAPPY. HE SAID THEY  
WON CONTRACTOR OF THE YEAR IN WI FOR THEIR  
RELINING JOBS. WOULD LOVE TO WORK WITH THEM  
AGAIN. MICHELS ISNT TYPICALLY LOW BID IN  
MADISON. HE SAID THEY ARE VERY REASONABLE  
W/ CHANGE ORDERS + EXTRAS.

DATE: 2/25/21

NAME OF CONTRACTOR: MICHELS (HEITKAMP)

NAME OF REFERENCE: RON GAINER

TYPE OF PROJECT: RELINE 10" DISTRIBUTION MAINS IN COLD SPRING ± 2 MILLION DOLLAR PROJECT.

	SUPERIOR	GOOD					POOR			
QUALITY OF WORK:	(10)	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	(10)	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	(10)	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	(10)	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	(10)	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	(10)	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	(10)	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	(10)	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	(10)	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	(10)	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION:

Very good contractor to work with. Moved project along, timely, no issues w/ change orders or extras. THEY WERE LOW BID. NOTHING BAD TO SAY ABOUT THEM + WOULD WORK W/ THEM AGAIN.

BIDDER NO. 3

J. Fletcher Creamer & Son, Inc.

DATE: 2/24/21

NAME OF CONTRACTOR: J. FLETCHER CREAMER

NAME OF REFERENCE: RICHARD HAYTAS, CHIEF ENGINEER (201)9548463  
JERSEY CITY MUA

TYPE OF PROJECT: Replaced up to 36" W.M., 72" sewer, Relined 3,200' of 52" concrete  
PIPE, Foreman's etc.

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	(10)	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	(10)	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	(10)	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	(10)	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	(10)	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	(10)	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	(6)	5	4	3	2	1
SUBMISSION OF EXTRAS:	(10)	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	(10)	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	(10)	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: Σ 16

25 yrs @ MUA, HE SAYS CREAMER IS ONE OF THE BEST.  
ALWAYS ON SCHEDULE + COOPERATIVE. HE'S NEVER HAD  
A CHANGE ORDER W/ THEM. LAST 10 JOBS THEY SENT OUT  
TO BID, CREAMER WON 6. OVERALL LOVED CREAMER + QUALITY  
OF WORK.

DATE: 2/24/21

NAME OF CONTRACTOR: J. FLETCHER CREAMER

NAME OF REFERENCE: CHRIS VOLLERS, VOLLERS EXCAVATING + CONSTR.

TYPE OF PROJECT: HEAVY + HIGHWAY, GAS MAINS, WATER MAINS

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 10

WORKED ALONGSIDE FOR DECADES, SAID THEY DO GREAT WORK + ARE COOPERATIVE. COULDN'T SPEAK TO CHANGE ORDERS, EXTRAS, LOW BIDS B/C THEY WORK ALONGSIDE RATHER THAN EMPLOY THEM. I HAD NOTHING NEGATIVE TO SAY ABOUT THEM

DATE: 2/24/21

NAME OF CONTRACTOR: J. FLETCHER CREAMER

NAME OF REFERENCE: JAMES BARBATO, AQUA MS

TYPE OF PROJECT: WM Replacements, no lining

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 9.7

Very good company, would absolutely work w/ them again. Cooperative, quality of work was excellent. Some extras for job but he said they were reasonable. Creamer hasn't lined a pipe w/ them but ~~was~~ new main was done well & on time.

DATE: 2/24/21

NAME OF CONTRACTOR: Creamer

NAME OF REFERENCE: Michael Pointing, American Water Shared Service

TYPE OF PROJECT: WM Replacement, New main

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

9.7

OVERALL EVALUATION:

15 years w/ them. generally very organized.  
FOR THE MOST PART, MET DEADLINES. REASONABLE  
w/ EXTRAS + CHANGE ORDERS. WOULD HIRE  
THEM AGAIN FOR THE NEXT WATER JOB.

**J. ROBERT FOLCHETTI & ASSOCIATES, L.L.C.**

*CIVIL / ENVIRONMENTAL ENGINEERS*

---

**31 SODOM ROAD**

**BREWSTER, NEW YORK 10509**

**T. (845) 363-1560**

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

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**To:** Carmel Town Board

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

**Date:** September 2, 2021

**Re:** C279 – Sidewalk Replacement- Carmel Hamlet – Recommendation

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By resolution, the Board previously authorized this Department to solicit bids for approximately 1,500 square feet of sidewalk replacement along U. S. Route 52 in the vicinity of Fair Street.

In applying for the NYSDOT work permit, we were advised that the Putnam County Highway Department had a current permit application for sidewalk replacement in the same vicinity. We contacted Pete Pasquerello from PCHD who advised that the County has a current unit price contract with Woodand Manor (see attached Contract Award Notification). In further discussion Pete advised that the county was currently considering replacing the section of side walk in front of the Law Department office, which was included in the section that the Town was to replace. We spoke to Woodland Manor and they provided the attached quote to perform all contemplated side walk replacement, with the exception of the area that the County would be replacing at it's own cost.

The proposal received is significantly less than this Department had contemplated, most likely due to the overall County contract "economy of scale". Please note that there is one item in the proposal that is not in the Contract Award Notice. This is the resetting of bricks adjacent to certain sidewalk section for \$1,600.00.

### PROCUREMENT DISCUSSION

The total cost for the work is \$ 8,604.64, as such, in accordance with the Town's Procurement Policy, three written quotes are required. However in this case the overarching "PIGGYBACKING" provision of GML 103(16) as adopted by the Town Board is controlling and renders the quote requirement moot. The required "Piggybacking" criteria have been met as follows:

1. The contract was let by a subdivision of the State of New York
2. The contract has been made available for other governmental agencies. (see attached)
3. The total bid for the County was \$97,159.50, exceeding the GML \$35,000.00 threshold for public bid requirement. As such, state law would have been followed by the County.
4. The contract is not stale. Indeed it is current until 3/14/2021 (See Contract Award Notification).

Based upon the above, we recommend that this work be awarded to Woodland Manor in the amount of \$8,604.64. We have been advised by the Comptroller that sufficient funds exist for this work.

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**PURCHASING AND CENTRAL SERVICES**

Telephone No.: (845) 808-1088

Fax No.: (845) 808-1914

# Contract Award Notification

**Title:** Concrete Sidewalks & Curbs  
**Contract Period:** 3/15/20 – 3/14/21 (w/1-year renewal option)  
**Bid Opening Date:** February 26, 2020  
**Bid No:** RFB-08-20  
**Authorized User:** Putnam County; All Political Subdivisions  
**Description:** On Call Concrete Sidewalks and Curbs throughout County  
**Vendor Information:** Woodland Manor LLC  
188 Haviland Drive  
Patterson, NY 12563

**PURCHASING AGENT:** Alex Mazzotta **DATE:** 3/17/2020

**DEPARTMENT HEAD:** [Signature] **DATE:** 3/17/20  
**Budget Line:** 10511100 54647  
(to be filled in by using Department)

**COUNTY EXECUTIVE:** [Signature] **DATE:** 3.18.20

				Upstate Concrete & Masonry Contracting Co., Inc. 449 West Mombashard Monroe, NY 10950		Woodland Manor LLC 188 Haviland Drive Patterson, NY 12563		Landscape, Inc. dba Nicky Diggs Excavation PO Box 290 Lincolndale, NY 10540		Consorti Bros Paving & Sealcoating, Inc. 208 South Plank Rd Newburgh, NY 12550		Con-Tech Construction Technology, Inc. 1961 Route 6, Suite R-3, Box 12 Carmel, NY 10512		Amity Construction Corp 24 Haviland Road Poughkeepsie, NY 12601	
Item Number	Description	Quantity		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
203.02	UNCLASSIFIED EXCAVATION & DISPOSAL	100	CY	\$150.00	\$15,000.00	\$73.72	\$7,372.00	\$95.00	\$9,500.00	\$380.00	\$38,000.00	\$155.00	\$15,500.00	\$200.00	\$20,000.00
304.12	SUBBASE COURSE TYPE 2	100	CY	\$60.00	\$6,000.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$200.00	\$20,000.00	\$100.00	\$10,000.00	\$330.00	\$33,000.00
608.0101	CONCRETE SIDEWALKS & DRIVEWAYS USING WIRE FABRIC OR FIBER REINFORCEMENT	100	CY	\$960.00	\$96,000.00	\$435.00	\$43,500.00	\$450.00	\$45,000.00	\$1,300.00	\$130,000.00	\$800.00	\$80,000.00	\$1,100.00	\$110,000.00
608.21	EMBEDDED DETECTABLE WARNING UNITS	8	SY	\$25.00	\$200.00	\$150.00	\$1,200.00	\$300.00	\$2,400.00	\$850.00	\$6,800.00	\$500.00	\$4,000.00	\$500.00	\$4,000.00
609.04	CAST IN PLACE CONCRETE CURB	850	LF	\$48.00	\$40,800.00	\$35.00	\$29,750.00	\$38.00	\$32,300.00	\$60.00	\$51,000.00	\$85.00	\$72,250.00	\$80.00	\$68,000.00
610.1402	TOPSOIL	100	CY	\$75.00	\$7,500.00	\$64.00	\$6,400.00	\$65.00	\$6,500.00	\$148.00	\$14,800.00	\$150.00	\$15,000.00	\$225.00	\$22,500.00
610.1601	ESTABLISHING TURF	125	SY	\$18.00	\$2,250.00	\$11.50	\$1,437.50	\$12.00	\$1,500.00	\$60.00	\$7,500.00	\$18.00	\$2,250.00	\$10.00	\$1,250.00
GRAND TOTALS					\$167,750.00		\$97,159.50		\$104,700.00		\$268,100.00		\$199,000.00		\$258,750.00
						<b>LOW BIDDER</b>									

# WOODLAND MANOR LLC DBE MBE

# Quotation

188 Haviland DR  
Patterson NY 12563  
Phone: 845-363-1361 Fax: 845-363-1849

**DATE** August 31, 2021  
**Quotation #** 284  
**Customer ID** ABC12

*Quotation valid until:* September 10, 2021

Town of Carmel

*Prepared by:* Omar Perez

60 McAlpin Avenue  
Mahopac Ny 10541  
Phone 845-628-1500



## Concrete Sidewalks

Description	AMOUNT
Unclassified Excavation	\$ 884.64
subbase Course Type 2	\$ 900.00
Concrete side walks	\$ 5,220.00
Reset bricks	\$ 1,600.00
<b>TOTAL</b>	<b>\$ 8,604.64</b>

If you have any questions concerning this quotation, Contact Omar , Phone 914-8049352, E-mail [woodlandmanorny@yahoo.com](mailto:woodlandmanorny@yahoo.com)

**THANK YOU FOR YOUR BUSINESS!**

## PURCHASES BY OTHER LOCAL GOVERNMENTS OR SCHOOL DISTRICTS

APPLICABLE     YES     NO    NOT APPLICABLE

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s).

1. The County of Putnam shall make all contract award information available to other political subdivisions through our website: [www.putnamcountyny.com](http://www.putnamcountyny.com)
2. Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
5. All Bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions.

## TOWN OF CARMEL HIGHWAY DEPARTMENT

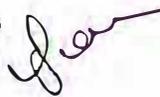
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Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**MICHAEL SIMONE**  
*Superintendent of Highways*

845.628.7474  
FAX 845.628.1471

MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone* 

TO: SUPERVISOR KENNETH SCHMITT  
TOWN BOARD

DATE: AUGUST 30, 2021

RE: REQUEST TO PURCHASE BULK DIESEL NYS OGS CONTRACT PC69480

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I am requesting authorization to purchase bulk-diesel fuel from Global Montello Group Corp., contract PC69480, per NYS OGS Group #5602, Award #23236, period 8/27/21 – 8/24/23. (Replaces Award #23094)

See attached contract

cc Comptroller MaryAnn Maxwell  
Town Clerk Ann Spofford



**Office of General Services  
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

# Contract Award Notification

<b>Title</b>	<span style="color: purple;">✱</span> <b>Group 05602 – Ultra-Low Sulfur Diesel &amp; Biodiesel Fuel (On-Road Use Only) (Statewide)</b> Classification Code(s): 15 <span style="color: purple;">✱</span>	
<b>Award Number</b>	: <b>23236</b>	(Replaces Awards <span style="border: 1px solid purple; border-radius: 50%; padding: 2px;">23094</span> & 23216)
<b>Contract Period</b>	: <b>August 27, 2021 – August 24, 2023</b>	
<b>Bid Opening Date</b>	: <b>July 7, 2021</b>	
<b>Date of Issue</b>	: <b>August 25, 2021</b>	
<b>Specification Reference</b>	: <b>As Incorporated Herein</b>	
<b>Contractor Information</b>	: <b>Appears on Pages 2 of this Award</b>	

**Address Inquiries To:**

State Agencies & Vendors		Political Subdivisions & Others	
<b>Name</b> :	Megan Li	<b>Procurement Services Customer Services</b>	
<b>Title</b> :	Contract Management Specialist	<b>Phone</b> :	518-474-6717
<b>Phone</b> :	518-473-8859	<b>E-mail</b> :	<a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>
<b>E-mail</b> :	<a href="mailto:Cheung.Li@ogs.ny.gov">Cheung.Li@ogs.ny.gov</a>		

**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

**Description**

The purpose of this Contract is to provide State and Non-state agencies with a method to procure various types of Ultra-Low Sulfur (ULS) diesel and biodiesel fuel for on-road use only. The product shall be furnished, delivered and unloaded by the Contractor to Authorized Users' storage tanks, as specified herein. For current contract prices, please go to the Pricing Information link on the Award page.

There are 0% SDVOB participation goals on this contract.  
There are overall MWBE participation goals of 10%-20% in 22 counties.

PR # 23236

**NOTE:** See individual contract items to determine actual awardees.

Contract Number	Contractor & Address	Contact Information	FEIN / NYS Vendor ID
PC69479 SB	<b>Buell Fuel, LLC</b> 2676 State Route 12B Deansboro, NY 13328	Julia Brouillette Contracts Manager Phone: 315-841-3000 Email: Julia@buellfuel.com <b>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</b> M – F 7:30am – 4:30pm, Sat 8am – 12pm Customer Service Representative Phone: 315-841-3000 Email: info@buellfuel.com <b>Person to Contact to Escalate Contract Orders:</b> AJ Buell Lead Dispatcher Phone: 315-841-3000 Email: AJ@buellfuel.com <b>Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:</b> Garth Curtis Director of Bids & Supply Phone: 315-841-3000 Cell: 315-404-3899 Email: Garth@buellfuel.com <b>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</b> Michael Buell Owner Phone: 315-841-3000 Cell: 315-941-9716 Email: MB@buellfuel.com	760826999 1000009690
PC69480	<b>Global Montello Group Corp.</b> 8000 South Street Waltham, MA 02454	Bid Department Bid Personnel Phone: 781-398-4003 Email: smartbuydispatch@globalp.com <b>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</b> 24/7/365 Dispatch Department Dispatch Personnel Toll-Free: 800-826-5686 Email: smartbuydispatch@globalp.com <b>Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:</b> Dispatch Department Toll-Free: 800-826-5686 Email: smartbuydispatch@globalp.com <b>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</b> Mark Romaine Chief Operating Officer Phone: 781-398-4003 Email: MRomaine@globalp.com	043443028 1100005467

PC69481	<p><b>Goetz Energy Corp. dba</b>                  Kurk Fuel Company                  1319 Military Road                  Buffalo, NY 14217</p>	<p>Mary Burke                  Fuels Account Manager                  Phone: 716-824-1298                  Email: MBurke@kurkfuel.com  <b>Customer Service Contact for NYS Contract</b>  <u><b>Orders during Normal Business Hours:</b></u>                  M-F 8am-5pm                  Mary Burke                  Fuels Account Manager                  Phone: 716-824-1298                  Email: MBurke@kurkfuel.com  <b>Contact for After Hours, Weekend/Holidays, or</b>  <u><b>NYS Declared Emergency:</b></u>                  Mary Burke                  Fuels Account Manager                  Phone: 716-824-1298                  Cell: 716-867-9547                  Email: MBurke@kurkfuel.com  <b>Backup Contact for NYS Declared Emergencies</b>  <b>or Disasters (available throughout emergency):</b>                  Mike Asher                  Dispatch                  Phone: 716-876-4324                  Cell: 716-480-3316                  Email: customerservice@goetzenergy.com</p>	<p>160450990                  1000007438</p>
PC69482	<p><b>Main Brothers Oil Co. Inc dba</b>                  Main Care Energy                  1 Booth Lane                  Albany, NY 12205</p> <p>Accepts NYS Purchasing Card for orders up to and including \$15,000</p>	<p>Greg Childs                  VP                  Phone: 800-542-5552                  Email: GChilds@maincareenergy.com  <b>Customer Service Contact for NYS Contract</b>  <u><b>Orders during Normal Business Hours:</b></u>                  24 Hours, 7 days a week</p> <p>Customer Service                  Phone: 800-542-5552                  Email: customercare@maincareenergy.com  <b>Contact for After Hours, Weekend/Holidays, or</b>  <u><b>NYS Declared Emergency:</b></u>                  Greg Childs                  VP                  Phone: 800-542-5552                  Cell: 518-365-7105                  Email: GChilds@maincareenergy.com  <b>Backup Contact for NYS Declared Emergencies</b>  <b>or Disasters (available throughout emergency):</b>                  David Borger                  EHS Director                  Phone: 800-542-5552                  Cell: 518-376-1782                  Email: DBorger@maincareenergy.com</p>	<p>146024844                  1000007301</p>
PC69483	<p><b>Mirabito Holdings, Inc. dba</b>  <b>Mirabito Energy Products</b>                  The Metrocenter                  49 Court Street, P.O. Box 5306                  Binghamton, NY 13902</p>	<p>Joe D'Esti                  Pricing and Bid Administrator                  Phone: 607-352-2958                  Toll-Free: 800-934-9480</p>	<p>150552668                  1000007358</p>

		<p>Email: Joe.Desti@mirabito.com  <b>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</b>  M – F 8:00am – 5:00pm  Paul Gunther  Customer Service Manager  Phone: 607-352-2830  Toll-Free: 800-934-9480  Email: Paul.Gunther@mirabito.com  <b>Person to Escalate Contract Orders:</b>  Jason Mirabito  V.P. Wholesale Fuels  Phone: 607-352-2930  Cellphone: 607-651-5000  Email: Jason.Mirabito@mirabito.com  <b>Emergency Contact After Normal Business Hours or Weekend/Holidays:</b>  George Mister  Transportation Manager  Phone: 607-352-2811  Toll-Free: 800-934-9480  Email: George.Mister@mirabito.com  <b>Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</b>  Jason Mirabito  V.P. Wholesale Fuels  Phone: 607-352-2930  Cell: 607-651-5000  Email: Jason.Mirabito@mirabito.com  <b>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</b>  Justin Fisher  V.P. Fuel Supply  Phone: 607-352-2845  Cell: 607-435-6074  Email: Justin.Fisher2@mirabito.com</p>	
PC69484	<p><b>NOCO Energy Corp.</b>  2440 Sheridan Drive  Tonawanda, NY 14150</p>	<p>Joe Gross  Director of Sales  Phone: 716-504-3308  Toll-Free: 716-435-7309  Email: JGross@noco.com  <b>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</b>  Monday to Friday 7:30am to 5:00pm  Customer Fuel Order Desk  Toll-Free: 800-601-6626  fuelorder@noco.com  <b>Person to Contact to Escalate Contract Orders:</b>  Alicia Lineberger  Customer Service Manager  Phone: 716-614-1148  Cell: 716-341-9722</p>	<p>160727383  1000007468</p>

		<p>Email: ALineberger@noco.com</p> <p><b>Emergency Contact for After Hours, Weekends, Holidays, and/or NYS Declared Emergencies:</b></p> <p>Kevin Galas                  Transportation Director                  Phone: 716-435-7309                  Email: KGalas@noco.com</p>	
PC69485	<p><b>Sprague Operating Resources LLC</b>                  185 International Drive                  Portsmouth, NH 03801</p>	<p>Barry Panicola                  Managing Director, Commercial Sales and Transportation                  Phone: 516-622-7091                  Toll-Free: 877-689-1880                  Email: contractmgmt@spragueenergy.com</p> <p><b>Contact for After Hours or Weekend/Holidays, or NYS Declared Emergency:</b>                  24/7/365                  Customer Care Team                  Toll-Free: 800-880-6037                  Email: Orders@spragueenergy.com</p> <p><b>Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</b></p> <p>Barry Panicola                  Managing Director, Commercial Sales and Transportation                  Phone: 516-622-7091                  Cell: 516-250-8861                  Email: dispatch@spragueenergy.com</p> <p><b>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</b></p> <p>Anthony Guidece                  Manager, Fleet Operations                  Phone: 516-622-7007                  Toll-Free: 800-250-0345</p>	<p>020415440                  1000005203</p>

Cash Discount, If Shown, Should be Given Special Attention.  
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
 (See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**NOTE TO AUTHORIZED USERS**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**AWARDS BY COUNTY**

**The pricing included in this section is the original pricing bid by the contractors. For current pricing, please go to the Pricing Information link on the Award page.**

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gal or more)	Contractor
Albany	ULSD 2D Regular	\$2.1510	\$2.2470	\$0.0000	Main Care Energy
Albany	ULSD 2D Premium	\$2.1649	\$2.2610	\$0.0000	Main Care Energy
Albany	ULSD 2D Bio (B5)	\$2.4154	\$2.3130	\$0.0000	Main Care Energy
Allegany	ULSD 2D Regular	\$2.2665	\$2.5365	\$0.0000	Mirabito Energy Products
Allegany	ULSD 2D Premium	\$2.4273	\$2.5352	\$0.0200	NOCO Energy
Allegany	ULSD 2D Bio (B5)	\$2.5010	\$2.7710	\$0.0000	Mirabito Energy Products
Bronx	ULSD 2D Bio (B5)	\$2.3536	\$2.2108	\$0.0000	Sprague Operating Resources
Broome	ULSD 2D Regular	\$2.2861	\$2.4961	\$0.0000	Mirabito Energy Products
Broome	ULSD 2D Premium	\$2.3161	\$2.5261	\$0.0000	Mirabito Energy Products
Broome	ULSD 2D Bio (B5)	\$2.8598	\$3.0698	\$0.0000	Mirabito Energy Products
Cattaraugus	ULSD 2D Regular	\$2.3180	\$2.5305	\$0.0800	NOCO Energy
Cattaraugus	ULSD 2D Premium	\$2.3380	\$2.5405	\$0.0800	NOCO Energy
Cattaraugus	ULSD 2D Bio (B5)	\$2.5649	\$2.5755	\$0.0200	NOCO Energy
Cayuga	ULSD 2D Regular	\$2.3153	\$2.4654	\$0.0000	Buell Fuel

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gal or more)	Contractor
Cayuga	ULSD 2D Bio (B5)	\$2.8598	\$3.0698	\$0.0000	Mirabito Energy Products
Chautauqua	ULSD 2D Regular	\$2.2980	\$2.4405	\$0.0800	NOCO Energy
Chautauqua	ULSD 2D Premium	\$2.3330	\$2.4655	\$0.0400	NOCO Energy
Chautauqua	ULSD 2D Bio (B5)	\$2.5399	\$2.5480	\$0.0100	NOCO Energy
Chautauqua	ULSD 2D Bio (B10)	N/A	N/A	N/A	N/A
Chemung	ULSD 2D Regular	\$2.4537	\$2.6637	\$0.0000	Mirabito Energy Products
Chemung	ULSD 2D Premium	\$2.4837	\$2.6937	\$0.0000	Mirabito Energy Products
Chemung	ULSD 2D Bio (B5)	\$2.8598	\$3.0698	\$0.0000	Mirabito Energy Products
Chenango	ULSD 2D Regular	\$2.1676	\$2.4076	\$0.0000	Mirabito Energy Products
Chenango	ULSD 2D Bio (B5)	\$2.9108	\$3.1508	\$0.0000	Mirabito Energy Products
Clinton	ULSD 2D Regular	N/A	N/A	N/A	N/A
Clinton	ULSD 2D Premium	N/A	N/A	N/A	N/A
Clinton	ULSD 2D Bio (B5)	N/A	N/A	N/A	N/A
Columbia	ULSD 2D Regular	\$2.1970	\$2.3560	\$0.0000	Main Care Energy
Columbia	ULSD 2D Bio (B5)	\$2.5139	\$2.4220	\$0.0000	Main Care Energy
Cortland	ULSD 2D Regular	\$2.3337	\$2.4775	\$0.0000	Buell Fuel
Cortland	ULSD 2D Bio (B5)	\$2.8598	\$3.0698	\$0.0000	Mirabito Energy Products
Delaware	ULSD 2D Regular	\$2.5075	\$2.6950	\$0.0000	Mirabito Energy Products
Delaware	ULSD 2D Bio (B5)	\$2.9754	\$3.1629	\$0.0000	Mirabito Energy Products
Dutchess	ULSD 2D Regular	\$2.2421	\$2.0233	\$0.0000	Global Montello Group
Dutchess	ULSD 2D Premium	\$2.2456	\$2.0233	\$0.0000	Global Montello Group
Dutchess	ULSD 2D Bio (B5)	\$2.5939	\$2.8409	\$0.0000	Mirabito Energy Products
Erie	ULSD 2D Regular	\$2.1880	\$2.3755	\$0.1400	NOCO Energy
Erie	ULSD 2D Premium	\$2.1980	\$2.3755	\$0.1500	NOCO Energy
Erie	ULSD 2D Bio (B5)	\$2.3780	\$2.6355	\$0.0000	Kurk Fuel Company
Erie	ULSD 2D Bio (B10)	N/A	N/A	N/A	N/A
Erie	ULSD 2D Bio (B20)	N/A	N/A	N/A	N/A
Essex	ULSD 2D Regular	N/A	N/A	N/A	N/A
Essex	ULSD 2D Premium	N/A	N/A	N/A	N/A
Essex	ULSD 2D Bio (B5)	N/A	N/A	N/A	N/A
Franklin	ULSD 2D Regular	N/A	N/A	N/A	N/A
Franklin	ULSD 2D Premium	N/A	N/A	N/A	N/A
Franklin	ULSD 2D Bio (B5)	N/A	N/A	N/A	N/A
Fulton	ULSD 2D Regular	\$2.2648	\$2.4511	\$0.0000	Buell Fuel
Fulton	ULSD 2D Bio (B5)	\$2.6107	\$2.5051	\$0.0000	Main Care Energy
Genesee	ULSD 2D Regular	\$2.1980	\$2.3855	\$0.0300	NOCO Energy
Genesee	ULSD 2D Bio (B5)	\$2.2530	\$2.6555	\$0.0000	Kurk Fuel Company
Greene	ULSD 2D Regular	\$2.1830	\$2.3560	\$0.0000	Main Care Energy
Greene	ULSD 2D Bio (B5)	\$2.5139	\$2.4220	\$0.0000	Main Care Energy
Hamilton	ULSD 2D Regular	\$2.8648	\$2.9971	\$0.0000	Buell Fuel

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gal or more)	Contractor
Herkimer	ULSD 2D Regular	\$2.1926	\$2.1394	\$0.0000	Buell Fuel
Herkimer	ULSD 2D Premium	\$2.2069	\$2.1394	\$0.0000	Buell Fuel
Herkimer	ULSD 2D Bio (B5)	\$3.0108	\$3.2508	\$0.0000	Mirabito Energy Products
Jefferson	ULSD 2D Regular	\$2.2887	\$2.5781	\$0.0000	Buell Fuel
Jefferson	ULSD 2D Premium	\$2.3607	\$2.6730	\$0.0000	Buell Fuel
Jefferson	ULSD 2D Bio (B5)	\$2.8864	\$3.1264	\$0.0000	Mirabito Energy Products
Kings	ULSD 2D Regular	\$2.3706	\$2.3083	\$0.0000	Global Montello Group
Lewis	ULSD 2D Regular	\$2.1937	\$2.3392	\$0.0000	Buell Fuel
Lewis	ULSD 2D Premium	\$2.2243	\$2.3392	\$0.0000	Buell Fuel
Lewis	ULSD 2D Bio (B5)	\$3.0608	\$3.3008	\$0.0000	Mirabito Energy Products
Livingston	ULSD 2D Regular	\$2.1980	\$2.4905	\$0.0000	NOCO Energy
Livingston	ULSD 2D Premium	\$2.2580	\$2.4455	\$0.0300	NOCO Energy
Livingston	ULSD 2D Bio (B5)	\$2.5010	\$2.7710	\$0.0000	Mirabito Energy Products
Livingston	ULSD 2D Bio (B10)	\$2.6679	\$2.9379	\$0.0000	Mirabito Energy Products
Madison	ULSD 2D Regular	\$2.2437	\$2.2771	\$0.0000	Buell Fuel
Madison	ULSD 2D Premium	\$2.2768	\$2.2981	\$0.0000	Buell Fuel
Madison	ULSD 2D Bio (B5)	\$3.0108	\$3.2508	\$0.0000	Mirabito Energy Products
Madison	ULSD 2D Bio (B10)	\$3.2269	\$3.4669	\$0.0000	Mirabito Energy Products
Monroe	ULSD 2D Regular	\$2.1930	\$2.3555	\$0.0350	NOCO Energy
Monroe	ULSD 2D Premium	\$2.2030	\$2.3555	\$0.0100	NOCO Energy
Monroe	ULSD 2D Bio (B5)	\$2.5139	\$2.7839	\$0.0000	Mirabito Energy Products
Montgomery	ULSD 2D Regular	\$2.2187	\$2.3475	\$0.0000	Buell Fuel
Montgomery	ULSD 2D Bio (B5)	\$2.6107	\$2.5051	\$0.0000	Main Care Energy
Nassau	ULSD 2D Regular	\$2.2056	\$1.8433	\$0.0000	Global Montello Group
Nassau	ULSD 2D Premium	\$2.2341	\$1.8433	\$0.0000	Global Montello Group
Nassau	ULSD 2D Bio (B5)	\$2.3565	\$2.1319	\$0.0000	Sprague Operating Resources
Nassau	ULSD 2D Bio (B10)	\$2.6452	\$2.1874	\$0.0000	Sprague Operating Resources
New York	ULSD 2D Bio (B5)	\$2.3536	\$2.2046	\$0.0000	Sprague Operating Resources
Niagara	ULSD 2D Regular	\$2.1880	\$2.3755	\$0.1400	NOCO Energy
Niagara	ULSD 2D Premium	\$2.1980	\$2.3755	\$0.1500	NOCO Energy
Niagara	ULSD 2D Bio (B5)	\$2.3780	\$2.6355	\$0.0000	Kurk Fuel Company
Oneida	ULSD 2D Regular	\$2.1727	\$2.1271	\$0.0000	Buell Fuel
Oneida	ULSD 2D Premium	\$2.2347	\$2.1571	\$0.0000	Buell Fuel
Oneida	ULSD 2D Bio (B5)	\$3.0108	\$3.2508	\$0.0000	Mirabito Energy Products
Onondaga	ULSD 2D Regular	\$2.2629	\$2.2375	\$0.0000	Buell Fuel
Onondaga	ULSD 2D Premium	\$2.1848	\$2.4248	\$0.0000	Mirabito Energy Products
Onondaga	ULSD 2D Bio (B5)	\$2.5103	\$2.7503	\$0.0000	Mirabito Energy Products
Onondaga	ULSD 2D Bio (B10)	\$2.6764	\$2.9164	\$0.0000	Mirabito Energy Products
Ontario	ULSD 2D Regular	\$2.2487	\$2.2875	\$0.0200	NOCO Energy
Ontario	ULSD 2D Premium	\$2.2587	\$2.2875	\$0.0200	NOCO Energy

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gal or more)	Contractor
Ontario	ULSD 2D Bio (B5)	\$2.4990	\$2.7690	\$0.0000	Mirabito Energy Products
Orange	ULSD 2D Regular	\$2.2346	\$2.0758	\$0.0000	Global Montello Group
Orange	ULSD 2D Premium	\$2.2381	\$2.0758	\$0.0000	Global Montello Group
Orange	ULSD 2D Bio (B5)	\$2.5939	\$2.8409	\$0.0000	Mirabito Energy Products
Orange	ULSD 2D Bio (B10)	\$2.7609	\$3.0079	\$0.0000	Mirabito Energy Products
Orleans	ULSD 2D Regular	\$2.1505	\$2.4205	\$0.0000	Mirabito Energy Products
Orleans	ULSD 2D Bio (B5)	\$2.4080	\$2.6655	\$0.0000	Kurk Fuel Company
Oswego	ULSD 2D Regular	\$2.2048	\$2.1596	\$0.0000	Buell Fuel
Oswego	ULSD 2D Premium	\$2.2346	\$2.2066	\$0.0000	Buell Fuel
Oswego	ULSD 2D Bio (B5)	\$2.5103	\$2.7503	\$0.0000	Mirabito Energy Products
Otsego	ULSD 2D Regular	\$2.3488	\$2.5063	\$0.0000	Buell Fuel
Otsego	ULSD 2D Bio (B5)	\$2.9754	\$3.1629	\$0.0000	Mirabito Energy Products
Putnam	ULSD 2D Regular	\$2.2502	\$2.1314	\$0.0000	Global Montello Group
Putnam	ULSD 2D Premium	\$2.2637	\$2.1314	\$0.0000	Global Montello Group
Putnam	ULSD 2D Bio (B5)	\$2.7687	\$3.0157	\$0.0000	Mirabito Energy Products
Queens	ULSD 2D Regular	\$2.1674	\$2.1257	\$0.0000	Sprague Operating Resources
Rensselaer	ULSD 2D Regular	\$2.1510	\$2.2470	\$0.0000	Main Care Energy
Rensselaer	ULSD 2D Premium	\$2.1649	\$2.2610	\$0.0000	Main Care Energy
Rensselaer	ULSD 2D Bio (B5)	\$2.4204	\$2.3130	\$0.0000	Main Care Energy
Rensselaer	ULSD 2D Bio (B10)	\$2.5883	\$2.3130	\$0.0000	Main Care Energy
Richmond	ULSD 2D Regular	\$2.6706	\$2.4083	\$0.0000	Global Montello Group
Rockland	ULSD 2D Regular	\$2.2228	\$2.0641	\$0.0000	Global Montello Group
Rockland	ULSD 2D Premium	\$2.2263	\$2.0641	\$0.0000	Global Montello Group
Rockland	ULSD 2D Bio (B5)	N/A	N/A	N/A	N/A
Rockland	ULSD 2D Bio (B20)	N/A	N/A	N/A	N/A
Saratoga	ULSD 2D Regular	\$2.2060	\$2.2650	\$0.0000	Main Care Energy
Saratoga	ULSD 2D Premium	\$2.2725	\$2.1373	\$0.0000	Global Montello Group
Saratoga	ULSD 2D Bio (B5)	\$2.4954	\$2.3130	\$0.0000	Main Care Energy
Schenectady	ULSD 2D Regular	\$2.1291	\$2.3166	\$0.0000	Mirabito Energy Products
Schenectady	ULSD 2D Premium	\$2.2551	\$2.2782	\$0.0000	Sprague Operating Resources
Schenectady	ULSD 2D Bio (B5)	\$2.3630	\$2.3782	\$0.0000	Sprague Operating Resources
Schoharie	ULSD 2D Regular	\$2.3194	\$2.4769	\$0.0000	Buell Fuel
Schoharie	ULSD 2D Bio (B5)	\$2.8754	\$3.0629	\$0.0000	Mirabito Energy Products
Schoharie	ULSD 2D Bio (B20)	\$3.4792	\$3.6667	\$0.0000	Mirabito Energy Products
Schuyler	ULSD 2D Regular	\$2.3437	\$2.3975	\$0.0000	NOCO Energy
Schuyler	ULSD 2D Bio (B5)	\$2.9471	\$3.1571	\$0.0000	Mirabito Energy Products
Seneca	ULSD 2D Regular	\$2.3030	\$2.4868	\$0.0000	Buell Fuel
Seneca	ULSD 2D Premium	\$2.4437	\$2.4725	\$0.0100	NOCO Energy
Seneca	ULSD 2D Bio (B5)	\$3.0098	\$3.2198	\$0.0000	Mirabito Energy Products

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gal or more)	Contractor
St. Lawrence	ULSD 2D Regular	\$2.3575	\$2.3150	\$0.0000	Buell Fuel
St. Lawrence	ULSD 2D Bio (B5)	N/A	N/A	N/A	N/A
St. Lawrence	ULSD 2D Bio (B10)	N/A	N/A	N/A	N/A
Steuben	ULSD 2D Regular	\$2.3637	\$2.3675	\$0.0700	NOCO Energy
Steuben	ULSD 2D Premium	\$2.4037	\$2.4175	\$0.0700	NOCO Energy
Steuben	ULSD 2D Bio (B5)	\$2.6091	\$2.8191	\$0.0000	Mirabito Energy Products
Suffolk	ULSD 2D Regular	\$2.2256	\$1.8433	\$0.0000	Global Montello Group
Suffolk	ULSD 2D Premium	\$2.2291	\$1.8433	\$0.0000	Global Montello Group
Suffolk	ULSD 2D Bio (B5)	\$2.3046	\$2.1787	\$0.0000	Sprague Operating Resources
Sullivan	ULSD 2D Regular	\$2.2557	\$2.3469	\$0.0000	Global Montello Group
Sullivan	ULSD 2D Premium	\$2.2592	\$2.3469	\$0.0000	Global Montello Group
Sullivan	ULSD 2D Bio (B5)	\$2.6939	\$2.9409	\$0.0000	Mirabito Energy Products
Sullivan	ULSD 2D Bio (B10)	\$3.6448	\$3.8918	\$0.0000	Mirabito Energy Products
Tioga	ULSD 2D Regular	\$2.3399	\$2.5499	\$0.0000	Mirabito Energy Products
Tioga	ULSD 2D Bio (B5)	\$3.0098	\$3.2198	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D Regular	\$2.3568	\$2.5075	\$0.0000	Buell Fuel
Tompkins	ULSD 2D Premium	\$2.3924	\$2.5275	\$0.0000	Buell Fuel
Tompkins	ULSD 2D Bio (B5)	\$3.0598	\$3.2698	\$0.0000	Mirabito Energy Products
Ulster	ULSD 2D Regular	\$2.2594	\$2.2047	\$0.0000	Global Montello Group
Ulster	ULSD 2D Premium	\$2.2634	\$2.2047	\$0.0000	Global Montello Group
Ulster	ULSD 2D Bio (B5)	\$2.6189	\$2.4220	\$0.0000	Main Care Energy
Ulster	ULSD 2D Bio (B10)	\$2.9529	\$2.4220	\$0.0000	Main Care Energy
Warren	ULSD 2D Regular	\$2.2635	\$2.2650	\$0.0000	Main Care Energy
Warren	ULSD 2D Premium	\$2.2774	\$2.2790	\$0.0000	Main Care Energy
Warren	ULSD 2D Bio (B5)	\$2.5404	\$2.3130	\$0.0000	Main Care Energy
Washington	ULSD 2D Regular	\$2.2275	\$2.2650	\$0.0000	Main Care Energy
Washington	ULSD 2D Premium	\$2.2425	\$2.2790	\$0.0000	Main Care Energy
Washington	ULSD 2D Bio (B5)	\$2.5404	\$2.3130	\$0.0000	Main Care Energy
Wayne	ULSD 2D Regular	\$2.2437	\$2.2875	\$0.0200	NOCO Energy
Wayne	ULSD 2D Premium	\$2.2737	\$2.2875	\$0.0200	NOCO Energy
Wayne	ULSD 2D Bio (B5)	\$2.5048	\$2.7748	\$0.0000	Mirabito Energy Products
Westchester	ULSD 2D Regular	\$2.2095	\$2.0416	\$0.0000	Global Montello Group
Westchester	ULSD 2D Premium	\$2.2227	\$2.0217	\$0.0000	Global Montello Group
Westchester	ULSD 2D Bio (B5)	\$2.3761	\$2.3878	\$0.0000	Sprague Operating Resources
Westchester	ULSD 2D Bio (B10)	\$2.5192	\$2.4316	\$0.0000	Sprague Operating Resources
Westchester	ULSD 2D Bio (B20)	\$2.8699	\$2.5382	\$0.0000	Sprague Operating Resources
Wyoming	ULSD 2D Regular	\$2.2530	\$2.4255	\$0.0400	NOCO Energy
Wyoming	ULSD 2D Bio (B5)	\$2.4080	\$2.6655	\$0.0000	Kurk Fuel Company

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gal or more)	Contractor
Yates	ULSD 2D Regular	\$2.3837	\$2.4175	\$0.0000	NOCO Energy
Yates	ULSD 2D Premium	\$2.4337	\$2.5175	\$0.0000	NOCO Energy
Yates	ULSD 2D Bio (B5)	N/A	N/A	N/A	N/A

**NEW ACCOUNTS**

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both contract user and OGS Procurement Services of any locations not originally identified on the Delivery Schedules, within thirty (30) days after the first delivery is made.

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the Price clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

**EXTENSION OF USE**

This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in this Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**ESTIMATED QUANTITIES**

This Contract is an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

**PRICE**

Prices quoted shall be billed net per gallon, F.O.B. agency storage tanks. Prices quoted shall include all applicable customs, taxes, including LUST, license and research fees (e.g. NORA), and surcharges.

Contract prices must be expressed in U.S. currency and shall be submitted to four (4) decimal places (priced in dollars per gallon).

Pricing for Contract purchases shall be based on the pricing in effect at the time the Authorized User places the order (Prompt Will-call). Authorized Users that are on automatic delivery shall be priced on the day of delivery, unless the Authorized User requests a delivery. The price shall then reflect the day of the order.

Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the guaranteed delivery timeframe of 48 (forty-eight) hours. For example, the Authorized User orders 500 gallons of diesel fuel on Wednesday, and requests that the delivery be made on the following Tuesday.

For situations where an Authorized user wants to place an order for an unusually large volume of fuel (e.g., 40,000 gallons or more than a truck load, or delivering over a period of time), the Contractor and Authorized User should contact OGS Procurement Services. OGS's intent is for all parties to have the same expectations for delivery and price.

Truck delivery ticket volumes and Contract User's gauged volumes must agree within a tolerance of 0.5% of the total delivered volume for delivery volumes greater than 500 gallons and up to 1% for delivery volumes less than or equal to 500 gallons. If the volume difference exceeds the tolerance level, the Contract User's measured volume, if available, will be used for invoice payment. Contract Users reserve the right to reject "rogue" trucks which have been identified as having repeated meter inaccuracies. Trucks without sealed and calibrated meters will not be permissible for deliveries.

It shall be the Contractor's responsibility to satisfy Authorized User requirements by furnishing blended product when called for during the time period indicated in the Solicitation. Any special allowances were not included in the bid price as they could not be considered in evaluating bids. However, if the Contractor extends such allowances during the term of this Contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, New York State requires that such allowances will also be available to the State in the maximum amount extended to others who contract to purchase fuel oil under similar contractual terms and conditions.

Contract prices shall be firm except that price revisions will be permitted in accordance with the Price Adjustments/Revisions clause set forth in this Contract and with respect to certain taxes and duties as follows:

The price shall include all applicable Federal, State, Local taxes and duties as stated in Appendix B, clause 8, Taxes.

**NOTE:** The State of New York and its political subdivisions are exempt from New York State and local sales taxes and federal excise taxes.

#### **ORDERING**

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, Purchase Orders. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

#### **MINIMUM ORDER**

Minimum delivery shall be 250 gallons at each delivery location (site) as determined by the delivery schedule. Deliveries under 250 gallons are at the Contractor's option, except for tank top-offs for testing.

All deliveries requested by an Authorized User of less than the minimum order size, including tank top-offs for tank testing, shall qualify for contract pricing. In addition, the following surcharge may be utilized by the Contractor (except for automatic replenishment):

Quantity Delivered (in gallons)	Optional Surcharge
Under 250	\$50.00

Upon written direction by OGS, an Authorized User shall have one (1) delivery per tank per contract year for tank top-off testing that is exempt from any minimum order surcharge.

Determination for total gross tank capacity shall include all manifold tanks. All locations granted a request from the Contractor for "automatic replenishment", per the Automatic Replenishment clause of this Contract, shall be exempt from minimum order requirements, including other factors out of the control of Authorized Users (e.g., short filling, mechanical issues, inadequate fuel supply). In no case shall a surcharge be applied to a location while on "automatic replenishment".

**PURCHASING CARD ORDERS**

Contractor shall indicate if it will accept the New York State Procurement Card. For all purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each delivery.

If the Contractor accepts orders using the State’s Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

**INVOICING AND PAYMENT**

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, Contract Invoicing.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Customer Delivery Location ID Number as shown on Delivery Schedule (if applicable)
- Authorized User’s Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service/Delivery (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/content/vendor-information>.

In billing for winter mixes, invoices must include current Contract price for each grade, type of mixture furnished and computation of total price. Invoices should be formatted as per the example below:

EXAMPLE - Delivery of 4000 gallons of 2D/1D winter mix at a 1/1 ratio:

	2,000 gals. × Adjusted 2D price = total cost of 2D product
+	<u>2,000 gals. × Adjusted 1D price = total cost of 1D product</u>
	Invoice Total (Total cost for delivery)

NOTE: If additives rather than kerosene is used to provide winter protection, the Contractor is allowed to charge market price for the additive, and as with kerosene, list the price as a separate line item on the invoice.

**PRODUCT DELIVERY**

Delivery of all Contract Products shall be made in accordance with Appendix B, Product Delivery and Shipping/Receipt of Product. Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery. Every Contract states what the maximum time a delivery will take from the moment of order, but the time shall never exceed 24 hours. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be a State declared emergency, an after-hours or weekend emergency, or should an agency run out of fuel at any time creating an emergency situation, the Contractor shall be required to provide product within eight (8) to twelve (12) hours of a telephone call from the agency.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to take place Monday through Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, or if a run out is imminent before the next normal delivery day. Delivery of fuel should give first priority to "human needs" customers.

Failure to make prompt delivery may result in an Authorized User's submission of a Contract Performance Report to OGS. Per Appendix B, Section 48(a), (d), and (e), the Authorized User shall have the right to purchase sufficient diesel fuel on the open market to fill such tank or tanks, and to charge any increase in price paid over the current contract price to the account of the Contractor.

Authorized Users shall be responsible for ensuring that tanks are accessible to the Contractor. Authorized Users should also make certain that receiving personnel are available at time of delivery. Failure of the Authorized User to make appropriate delivery arrangements, which prevents the delivery of product upon Contractor's arrival at delivery site, may result in a charge to the Authorized User for the Contractor's transportation costs. The Contractor must notify the Authorized User of the attempted delivery prior to charging for any future delivery attempts for the same circumstance. The Contractor must state the amount that would be charged for the direct cost of this subsequent delivery attempt, and provide supporting documentation that substantiates the direct cost for the failed delivery at the fault of the Authorized User. The Authorized User must agree in writing to any such costs for subsequent delivery attempts, prior to the Contractor making the subsequent delivery. At no time should a charge be applied to an Authorized User for an attempted delivery that failed at no fault of their own.

**AUTOMATIC REPLENISHMENT**

Requests for automatic replenishment are preferred in WRITING from an Authorized User, but may be required by the Contractor. A Contractor shall provide written notification back to any Authorized User's request for automatic replenishment on any tank with a total gross capacity equal to or greater than 500 gallons. Automatic replenishment for tank capacities less than 500 gallons will be at the Contractor's option and may be subject to a minimum order charge (see Minimum Order clause of this Solicitation). Determination for total gross tank capacity shall include all manifolded tanks. The Contractor shall maintain a record of the estimated consumption of ULS diesel and biodiesel, and shall replenish the Authorized User's tank or tanks without further notice from the Authorized User, whenever necessary to insure an adequate supply at all times.

If the Contractor, after having accepted the request from the Authorized User, permits the level of the fuel to fall below the percentages of the total capacity of the Authorized User's tank or tanks indicated in the following table, and does not meet the requirement to deliver on an emergency basis within four (4) hours, the Authorized User shall have the right to purchase sufficient fuel on the open market from another vendor to fill such tank or tanks, and to charge any increase in price paid over the current contract price to the account of the Contractor.

MINIMUM LEVEL	TOTAL - TANK CAPACITY/GALS
10%	Under 5500
15%	5,500 and over

**DELIVERY SCHEDULES**

The delivery schedules, based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL 212, are available as a guide to indicate proposed delivery points and estimated annual quantities. Any specific questions regarding the site conditions should be directed to the end-user via any communication available shown on the Delivery Schedule. The delivery schedules are attachments in this Contract, and any updates (if any) are available on the OGS website.

Contractor shall deliver under this Contract to any State agency which places a purchase order (or other ordering mechanism between the Contractor and ordering entity) under this Contract, whether or not such delivery location is identified in the delivery schedules. Any political subdivision or other non-State entity which did not file a requirement with OGS Procurement Services as of the date of the Solicitation's bid opening shall be eligible to receive deliveries at Contractor's option. This will be done upon placement of a valid purchase order (or other ordering mechanism between the Contractor and ordering entity) to the Contractor's address as indicated in the contract award notification. Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the delivery schedules, to capture these new accounts. All cases shall require Contractors to notify both contract user and OGS Procurement Services of any locations not originally identified on the Delivery Schedules, within thirty (30) days after the first delivery is made. See the New Accounts clause.

At any time during the contract, Contractors may be advised in writing by OGS regarding political subdivisions or other Non-State entities which have filed on a timely basis but do not appear, through no fault of their own, on the delivery schedule.

Filed requirements and delivery schedules may be updated by OGS for any mutually agreed upon extension.

**NOTE:** On occasion, entities may appear on the wrong delivery schedule as entities self-report. For example, a non- State entity may appear on the Agency schedule on occasion or vice versa. OGS does review and seek clarification of information on the delivery schedules, but does not catch all errors.

**FILL AND VENT REQUIREMENTS**

Agencies must ensure that fill and vent equipment adequately meet NYS Standards. Contractors have the responsibility of reporting faulty equipment to the end users and the appropriate NYS regulatory agencies.

Agencies should also refer to CL-804, dated July 7, 2014, as they are responsible for the implementation of monitoring programs to ensure compliance by supplier with these specification requirements.

**NOTE:** Contractor's delivery trucks MUST BE EQUIPPED WITH METERS, with the exception of motor transports, to accurately measure quantities delivered. Metered deliveries must be accompanied by a delivery ticket showing brand or grade and number of gallons delivered.

**GUARANTEED ANALYSIS**

Contractor has provided a Guaranteed Analysis of ULS diesel and/or biodiesel fuel. If the Guarantee exceeds specifications, it will be considered the Contract standard.

**PRODUCT RETURNS AND EXCHANGES**

In addition to the provisions of Appendix B, Title and Risk of Loss, Product Substitution, and Rejected Product, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within guaranteed delivery times (regular or emergency as applicable) of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

**ENGINEERING SERVICE**

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate a complaint and report to the Authorized User and OGS on any complaint that might arise in connection with the use of Contractor's fuel in State equipment. This engineering service will include but not be limited to the diagnosis of fuel related engine problems in the Authorized User's equipment utilizing the Contractor's fuel.

**POOR PERFORMANCE**

Authorized Users should notify Procurement Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

**State of New York  
Office of General Services  
PROCUREMENT SERVICES  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Describe Product\* Provided (Include Item No., if available): \_\_\_\_\_

\*Note: "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_  
 Address: \_\_\_\_\_ Title: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Phone: \_\_\_\_\_  
 \_\_\_\_\_ E-mail: \_\_\_\_\_

Please return via e-mail to [OGS.sm.ps\\_CM\\_FleetFuelRoads@ogs.ny.gov](mailto:OGS.sm.ps_CM_FleetFuelRoads@ogs.ny.gov) or mail to:

NYS Office of General Services  
 Procurement Services  
 Attn: Fuels Team  
 38<sup>th</sup> Fl, Corning Tower, ESP  
 Albany, New York 12242  
 \* \* \* \* \*

# TOWN OF CARMEL HIGHWAY DEPARTMENT

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Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**MICHAEL SIMONE**  
*Superintendent of Highways*

845.628.7474  
FAX 845.628.1471  
MSimone@bestweb.net

## MEMORANDUM

**TO:** Town Board  
**FROM:** Michael Simone – Highway Superintendent   
**DATE:** August 30, 2021  
**RE:** Highway Requests – Annual Fall Bids

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I am requesting that the following items be advertised for bid:

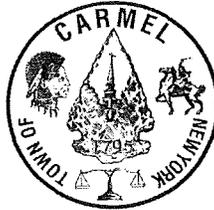
**Sand**  
**Guide Rail**  
**Winter Mix**

MS/Sen

cc Ann Spofford – Town Clerk

Michael G. Carnazza  
Director of Code Enforcement

(845) 628-1500 ext. 170  
Fax (845) 628-7085



Office of the Building Inspector  
60 McAlpin Avenue  
Mahopac, New York 10541

## MEMORANDUM

To: Supervisor Kenneth Schmitt  
Town Board

From: Michael Carnazza, Building Inspector

Date: August 31, 2021

Re: Return permit fee for duplicate permit for 24 Dreps Dr.  
Tm# 74.16-2-54.1

Please be advised that 2 Building Permits for In-Ground Swimming Pools were issued and paid for the above mentioned property.

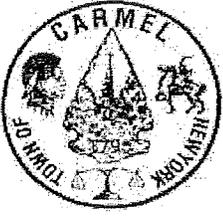
Permit 20-0368 was issued to Nokaj for an In-Ground Pool on 6/15/2020 then a second permit 21-0787 was issued to Convert House with Accessory Apartment to Single Family Dwelling with Central A/C, In-Ground Pool and Underground Cellar.

I request that the Town Board return the fee of \$500.00 for the 2<sup>nd</sup> permit fee for the In-Ground Pool to:

Vilma Nokaj  
15 Tyler Ct.  
Mahopac, N. Y. 10541

Thank you,

31085  
31086



# Town of Carmel Building Department

## Building Permit

Date: 6/23/2021

SBL: 74.16-2-54.1

Permit # 21-0787

APPLICATION IS HEREBY MADE to the TOWN OF CARMEL Building Department for the issuance of a permit pursuant to the New York State Uniform, Fire Uniform Fire Prevention and Building Code, for the construction of buildings, additions or alterations, repairs, or for the removal or demolition, as herein described. The Contractor agrees to comply with all applicable laws, ordinances, or regulations governing building activities in the TOWN OF CARMEL and will also allow all inspections to enter the premises for inspections. The Contractor also understands that under no circumstances shall personal belongings or furnishings be brought into any new house or addition, without first obtaining a Certificate of Occupancy from the Building Department.

### Contractor Information

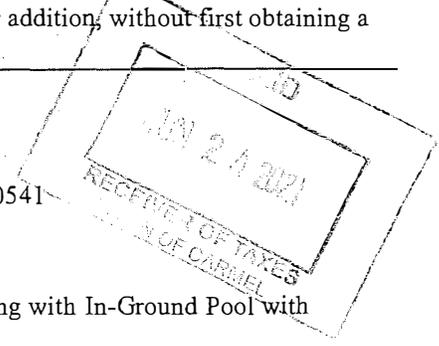
Name  
Address  
Phone

### Owner Information

Name Nokaj, Lon  
Address 24 Dreps Dr  
Mahopac, NY 10541  
Phone

Address of Construction: 24 Dreps Dr

Project Description: Convert House with Accessory Apartment to Single Family Dwelling with In-Ground Pool with Heater, Central A/C and Underground Cellar



I am also aware of the required inspections and that I am responsible to schedule them.

\_\_\_\_\_  
Signature

This building permit shall become void (18) months from the date of issuance and construction must be substantially commenced within 6 months of the date of issuance.

Fee Type	Amount	Check # <u>283</u>
Certificate of Occupancy - Residential	\$80.00	Date <u>6/24/21</u>
Swimming Pool Permit - In Ground	\$500.00	Amount Collected <u>2,375.00</u>
Building Permits	\$1,795.00	Initials <u>C.O.</u>
Total Due:	\$2,375.00	

The application of Nokaj, Lon Dated 6/23/2021 is hereby APPROVED and permits construction, reconstruction or alteration of a building and/or accessory structure the plans approved and stamped by the Building Department.

\_\_\_\_\_  
Signature

500.00 +  
1,795.00 +  
002  
2,295.00 +  
2,295.00 +  
80.00 +  
002  
2,375.00 +

28003  
28004



**Town of Carmel**  
**Building Department**

**Building Permit**

Date: 6/15/2020

SBL: 74.16-2-54.1

Permit # 20-0368

APPLICATION IS HEREBY MADE to the TOWN OF CARMEL Building Department for the issuance of a permit pursuant to the New York State Uniform, Fire Uniform Fire Prevention and Building Code, for the construction of buildings, additions or alterations, repairs, or for the removal or demolition, as herein described. The Contractor agrees to comply with all applicable laws, ordinances, or regulations governing building activities in the TOWN OF CARMEL and will also allow all inspections to enter the premises for inspections. The Contractor also understands that under no circumstances shall personal belongings or furnishings be brought into any new house or addition, without first obtaining a Certificate of Occupancy from the Building Department.

**Contractor Information**

Name  
Address

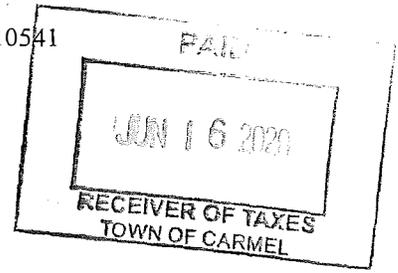
Phone

Address of Construction: 24 Dreps Dr  
Project Description: In-Ground Pool

**Owner Information**

Name Nokaj, Lon  
Address 24 Dreps Dr  
Mahopac, NY 10541

Phone



I am also aware of the required inspections and that I am responsible to schedule them.

\_\_\_\_\_  
Signature

This building permit shall become void (18) months from the date of issuance and construction must be substantially commenced within 6 months of the date of issuance.

Fee Type	Amount	Check # <u>156</u>
Certificate of Compliance Residential	\$80.00	Date <u>6-15-2020</u>
Swimming Pool Permit - In Ground	\$300.00	Amount Collected <u>380.00</u>
Total Due:	\$380.00	Initials <u>EL</u>

The application of Nokaj, Lon Dated 6/15/2020 is hereby APPROVED and permission GRANTED for the construction, reconstruction or alteration of a building and/or accessory structure as set forth above and on the plans approved and stamped by the Building Department.

\_\_\_\_\_  
Signature