27 MAY 2020

TOWN BOARD MEETING
CARMEL, N.Y.

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Kenneth Schmitt on the 27th day of May 2020 at 7:08 p.m. via video conferencing on the Zoom platform. Members of the Town Board present by roll call were: Councilman Schanil, Councilman Lombardi, Councilwoman McDonough, and Supervisor Schmitt. Councilman Barile was absent.

The Pledge of Allegiance to the Flag was observed prior to the start of official business. A moment of silence was held to honor those serving in the United States Armed Forces. Supervisor Schmitt dedicated the meeting to the memory of longtime Town of Carmel resident, community volunteer and Councilman Barile's business partner, Tommy Boniello.

PUBLIC COMMENTS

Supervisor Schmitt reported that no questions or comments were received by email from the public in connection with the Regular Meeting agenda or the Work Session agenda.

MINUTES OF TOWN BOARD MEETING HELD ON 5/6/2020 - ACCEPT AS SUBMITTED BY THE TOWN CLERK

On motion by Councilman Lombardi, seconded by Councilman Schanil, with all members of the Town Board present voting "aye", the minutes of the Town Board meeting held on May 6th, 2020 were accepted as submitted by the Town Clerk.

ENTRY INTO AGREEMENT WITH COUNTY OF PUTNAM AUTHORIZED - SPECIAL PATROL OFFICERS - RETROACTIVELY TO 4/1/2020 THROUGH AND INCLUDING 3/31/2021

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry into an agreement with the County of Putnam and the Putnam County Sheriff's Office for the provision of Special Patrol Officers for the Town of Carmel Town Hall for the period commencing retroactively to April 1, 2020 through and including March 31, 2021, said agreement being in general form and substance as attached hereto and made a part thereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to sign said agreement and any related documentation thereto; and

BE IT FURTHER RESOLVED that Town Comptroller MaryAnn Maxwell is hereby authorized to make any and all necessary budget modifications required in connection with this authorization.

Resolution
Offered by: Councilman Schanil
Seconded by: Councilman Lombardi

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

Contract #2020105

AGREEMENT

THIS AGREEMENT, made by and between the TOWN OF CARMEL, a municipal corporation located at 60 McAlpin Avenue, Mahopac, New York 10541 (hereinafter referred to as the "Town"), and the COUNTY OF PUTNAM, a municipal corporation organized and existing under the laws of the State of New York, having an office at 40 Gleneida Avenue,

(Cont.)

Carmel, New York 10512 (hereinafter referred to as the "County") and THE SHERIFF OF PUTNAM COUNTY, a constitutional officer in and for the County of Putnam, having an office at 3 County Center, Carmel, New York 10512 (hereinafter referred to as the "Sheriff").

WITNESSETH:

WHEREAS, the Town desires to obtain certain specified professional services from the County and the Sheriff as more fully set forth hereunder; and

WHEREAS, the County and the Sheriff are willing to provide such professional services on the terms and conditions set forth herein and for the compensation and consideration stated hereunder.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The County shall permit and the Sheriff shall furnish two (2) Special Patrol Officer (hereinafter "SPO") to the Town to perform such services as more fully described in Schedule "A," attached hereto and made a part hereof. The SPOs shall perform such services at the Carmel Town Hall, located at 60 McAlpin Avenue, Mahopac, New York 1054.

SECOND: For the services rendered pursuant to paragraph "FIRST," the Town shall pay the County as follows:

1. a onetime payment of Two Thousand One Hundred Thirty Dollars ($2,130.00) per individual SPO for services related to investigative background checks and purchasing. Should a replacement SPO be requested by the Town, other than for good cause shown, the Town agrees to compensate the County an additional $2,130.00 for each such request; and
2. an invoiced monthly payment consisting of:
    a. Twenty-five Dollars ($25.00) per hour per SPO for each hour the SPO(s) are carrying out his/her duties as set forth in Schedule "A" annexed hereto; and
    b. An annual supervisory fee of Eight Hundred Sixty-nine Dollars ($869.00) per SPO; and
    c. The costs of equipment (uniforms, firearms, radio), FICA costs and other training costs; and
    d. An annual administrative fee of Four Thousand Seven Hundred Forty Dollars ($4,740.00) to be paid monthly at the rate of Three Hundred Ninety-Five ($395.00) dollars.

(Cont.)

The Town shall make payment for the services rendered pursuant to this Agreement by the thirtieth (30th) calendar day of the month following the month in which the services are rendered and invoiced. Prior to the making of any payments hereunder, the Town may, at its option and upon reasonable notice to the County and Sheriff, request a summary explaining the manner in which the monthly payment was determined. In the event the Town fails to make a scheduled payment within thirty (30) days of the due date, the County will, prior to terminating

2

the Agreement, provide the Town with notice of the default and an opportunity to cure the default within fifteen (15) days thereafter.

THIRD: This Agreement shall commence on April 1, 2020 and terminate on March 31, 2021, unless otherwise extended by a written instrument signed by the parties hereto.

FOURTH: The SPO shall be selected by the Sheriff's Department, with close coordination and cooperation by the Putnam County Personnel Department.

FIFTH: The SPO shall at all times be an employee of the County and be under the general supervision of the Sheriff and shall follow all policies and procedures of the Sheriff's Department.

SIXTH: The SPO shall be assigned pursuant to a schedule that is determined at the discretion of the Town.

SEVENTH: Either party, upon sixty (60) days notice to the other, may terminate this Agreement, in whole or in part, when a party deems it to be in its best interest. In such event, the County shall be compensated and the Town shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

Notwithstanding the notice requirements set forth above, if the Town terminates this Agreement, in whole or in part, without cause prior to the termination date set forth in paragraph "THIRD", the Town shall reimburse the County for all costs and liabilities associated with N.Y. Unemployment benefits for the contracted SPO(s) incurred by the County, if any, while in the process of reassigning the contracted SPO(s), if reasonably possible. In addition, should the Town select not to renew the Agreement at the conclusion of the Agreement term, and the Sheriff is unable to reassign the SPO(s) without incurring a layoff, the Town shall reimburse the

(Cont.)

County for all costs and liabilities associated with N.Y. Unemployment benefits incurred by the County, if any, for the contracted SPO(s) caused by the layoff of such SPO.

EIGHTH: Except as otherwise contemplated herein, neither party shall assign or sub-contract any of its obligations and/or responsibilities under this Agreement and any purported delegation of duties, assignment of rights or sub-contracting of responsibilities under this Agreement is void and shall be deemed a direct breach of this Agreement.

NINTH: In addition to, and not in limitation of, the insurance requirements contained in Schedule "B" entitled "Putnam County Insurance Requirements" attached hereto and made a part of this Agreement, the Town agrees to protect, defend, indemnify and hold the County and the Sheriff and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or from those duties and services of the SPOs provided under this Agreement and/or performance hereof over which the Town retains direct control. The Town further agrees to indemnify the County and the Sheriff for any damage to County property which arises out of the performance of the services provided under this Agreement.

The parties acknowledge that for purposes of New York Workers' Compensation Law and/or Section 207-c of the General Municipal Law (if applicable), the SPOs are employees of the County. The County shall maintain the appropriate Worker's Compensation Insurance for the SPOs and provide the Town documentation of such coverage. The Town agrees to reimburse the County and/or Sheriff for any and all associated costs of Workers' Compensation and/or Section 207-c benefits (if applicable) incurred by the County and/or Sheriff for any injuries sustained by

SPOs while on Town property and/or in the performance of his/her duties for the Town under this Agreement.

The County shall indemnify, defend and hold harmless the Town, its officers, employees and agents from and against any and all claims, suits, actions, causes of action, damages, judgments, liabilities, fines, penalties and expenses, including reasonable attorney fees and litigation costs arising out of or related to the services, acts or omissions of the SPOs over which the County retains direct control.

The County will be responsible to provide the Town proof of Professional Liability and Automobile insurance for SPOs' services provided under this Agreement. The Town will be named as an additional insured on the aforementioned policies.

(Cont.)

TENTH: In connection with the performance of this Agreement, the County and Sheriff will comply with all applicable laws, regulations and orders, including, but not limited to, equal employment opportunity laws and regulations, as well as the Fair Labor Standards Act, to the extent required by law.

The parties hereto expressly agree that they shall be solely responsible for supervising their respective employees; that they shall respectively comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Health and Safety Act of 1970 and the Public Employees Safety and Health Act (hereinafter referred to as "PESH"), including but not limited to training; provision of personal protective equipment; adherence to all appropriate lockout/tagout procedures; and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

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

To the County:

Hon. Robert L. Langley, Jr., Sheriff
Putnam County Sheriff's Department
3 County Center
Carmel, New York 10512

With a copy to:

Jennifer S. Bumgarner
County Attorney
48 Gleneida Avenue
Carmel, New York 10512

TWELFTH: This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

(Cont.)

THIRTEENTH: Unless specifically provided by law, electronic signatures may be used in lieu of a signature affixed by hand. The use of said electronic signatures shall have the same force and effect of law and shall be deemed binding. Moreover, this contract shall not be deemed effective until fully executed by the Town, the required County signatories and the County Executive.

6

FOURTEENTH: This Agreement will be construed in accordance with the laws of the State of New York. All legal actions and/or proceedings arising out of this Agreement will be venued in Putnam County, New York.

FIFTEENTH: The Town is required to provide the following documents to the County before this Agreement will be finalized and/or executed by the County:

- Appropriate Certificate of Insurance, in accordance with paragraph "NINTH" of this Agreement and the requirements contained in Schedule "B".

IN WITNESS WHEREOF, the parties have executed this Agreement in Carmel, New York, on the date hereinabove set forth.

_____ Date _____
TOWN OF CARMEL
60 McAlpin Avenue
Mahopac, New York 10541

By: _____
Please Print Name & Title

ACKNOWLEDGMENT OF THE TOWN:

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On this _____ day of _____, 2020 before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as _____ of _____ and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual

7

acted, executed the instrument.#### #### # # # # # # #
# # # # # # # #

_____
Notary Public

8

(Cont.)

SCHEDULE A

SPO
SCOPE OF SERVICES

Special Patrol Officers are responsible for maintaining order and providing security in and around public buildings, and school district buildings. Special Patrol Officers have all the powers of a peace officer, as set forth in §2.20 of New York's Criminal Procedure Law, when performing the duties of protecting property or persons in and around such premises.

A Special Patrol Officer's typical work duties include, but are not limited to, the following:

- Provides security by standing in and patrolling public buildings and facilities, such as school district buildings, including interior spaces as well as immediate outside areas;
- Protects and guards employees, students, visitors, and the general public in and around public buildings, facilities and properties;
- Physically restrains unruly individuals, as needed;
- Provides general information to visitors and the general public on premises;
- Checks identification and other necessary documents, as needed;
- Safeguards public property;
- Provides assistance in emergency situations;
- Maintains and updates records as required;
- Prepares activity and incident reports;
- Distributes and posts appropriate documents and materials;
- May provide escort to and from public buildings and facilities, as needed;
- Performs a variety of related activities as required.

SCHEDULE B

PUTNAM COUNTY INSURANCE REQUIREMENTS

THE FOLLOWING MUST APPEAR ON EACH INSURANCE CERTIFICATE:

UNDER THE CERTIFICATE HOLDER SECTION:

COUNTY OF PUTNAM
48 GLENEIDA AVENUE
CARMEL, NEW YORK 10512
ATTN.: LAW DEPT./RISK MANAGER

ADDITIONALLY, IN THE SPACE (DESCRIPTION OF OPERATIONS/LOCATIONS) ON THE INSURANCE CERTIFICATE, IT MUST BE NOTED AS FOLLOWS:

"PUTNAM COUNTY IS INCLUDED AS AN ADDITIONAL INSURED except for Professional Liability and Workers' Comp."

It is the requirement of the County of Putnam and/or Putnam County Highway Department that for work performed under contract and/or permit authorized by the County and/or Highway Department and/or any event or performance conducted on County property that the contractor or permitee procure and maintain at their own expense and without expense to the County, until final acceptance of the work by the County, the insurances listed below.

Before commencement of any work, event or performance a certificate or certificates of insurance must be furnished to the County and/or Highway Department in forms satisfactory to the County and/or Highway Department.

All insurance coverages must be from an A.M. Best Rated "secured" (B+-A++), New York State admitted insurer.

All certificates of insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the County and/or Highway Department.

When required by the Highway Department the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

The Contractor shall provide and maintain at its own expense the following minimum insurance coverage:

A. **Workers' Compensation Insurance** - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a **C105.2 form, SI 12 form, form or U-26.3** - all of these forms are available through your carrier.

(Cont.)

B. **Commercial General Liability** - covering all operations and all locations involved in the contract, including the following coverages:
$2,000,000 General Aggregate
5,000 Medical Expense Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence
$2,000,000 Products/Completed Operations Aggregate
$50,000 Fire Damage Legal Liability Limit

C. **Commercial Automobile Liability** - Covering all operations and locations involved in the contract, including the following coverages:
(1) Owned Automobiles (2) Hired Automobiles (3) Non-Owned Automobiles
Unless specifically required, each policy shall provide limits of not less than $1,000,000 Combined Single Limits for Bodily Injury and Property Damage.

D. If applicable, Professional Liability (errors and omissions) in the amount of at least $1,000,000 per claim.

E. **Excess Liability or Umbrella Policy**
Limits depending on the following contract size
$100,000 - $250,000 - 1 million
$250,001 - $500,000 - 5 million
$500,000+ 10 million

F. **Bid, Performance/Payment, Labor & Material Bonds**
Required for any contract in excess of $250,000. These bonds shall be provided by a New York State admitted surety company in good standing. Only the (AIA) - The American Institute of Architects- A312 form- will be accepted. In addition, pursuant to NYS Insurance Law Section 1111 all bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S. Treasury List (Circular 570) of acceptable sureties.

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Catherine Sullivan	
Brown & Brown of New York Inc dba: Spain Agency	PHONE (A/C, No, Ext): (845) 628-4500	FAX (A/C, No): (845) 628-1804
625 Route 6	E-MAIL ADDRESS: csullivan@bbhvins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Mahopac NY 10541	INSURER A : New York Municipal Insurance Reciprocal	20690
INSURED	INSURER B :	
Town Of Carmel	INSURER C :	
60 McAlpin Avenue	INSURER D :	
	INSURER E :	
Mahopac NY 10541	INSURER F :	

(Cont.)

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	MPLTCAR001	04/01/2020	04/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	MCATCAR001	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	MECTCAR001	04/01/2020	04/01/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 20,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract for 2 Special Patrol Officers for the Town Hall for the period 4/1/20-3/31/21.
Certificate holder is included as additional insured with respects to the General Liability and Automobile as required by written contract or written agreement. Excess follows form. Coverage is provided on a primary and non-contributory basis with respects to the General Liability, Automobile and Excess as required by written contract or written agreement. Waiver of Subrogation applies with respects to the General Liability, Automobile and Excess as required by written contract or written agreement.

CERTIFICATE HOLDER

County of Putnam
Attn: Law Dept./Risk Manager
48 Gleneida Avenue
Carmel NY 10512

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Miles

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Town of Camel 60 McAlpin Ave Mahopac, NY 10541	**1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a"** Mary Ann Maxwell 845-628-1500 **1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"**
1b. Effective Date of Membership in the Group 1/1/2020	
1c. The Proprietor, Partners, or Executive Officers are [X] **included (only check box if all partners/officers included)** [ ] **all excluded or certain partners/officers excluded**	**1f. Federal Employer Identification Number of Business referenced in Box "1a".** 146002109
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) **County of Putnam** **48 Gleneida Aveue** **Carmel, NY 105412** **Attn.: Law Dept./Risk Manager** RE: Proof of Workers' Compensation Coverage;	**3. Name and Address of Group Self-Insurer** Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

(Cont.)

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced i n box "1a" continues to be named on a permit, license or contr act issued by the certificate holder, the business must provide the certificate holder either with a new certificat e or other authorized proof of the business is comp lying with the mandatory coverage requirements of the New York Sta te Workers' Compensation Law.

Under penalty of perjury, I certify that I am an au thorized representative of the Group Self-Insurer re ferenced above and that the business referenced in box "1a" has th e coverage as depicted on this form.

Certified by: Steve Altieri, President
(Print name of authorized representative of the Group Self-Insurer)

Certified by: _____ 05/08/2020
Signature

Title: President

Telephone Number: 1-888-737-6269

GSI-105.2 (2-02)

CERTIFICATE HOLDER COPY

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WORKERS COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secu red.

1. The head of a state or municipal department board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contact for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above. OR, a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of

GSI-105.2 (2-02) Reverse

PRCertF_PG2.uff

RESOLUTION FROM 3/18/2020 AMENDED - AUTHORIZING ENTRY INTO ADVANCE PAYMENT AGREEMENTS WITH NYSDOT - NYS ROUTE 6N IN MAHOPAC - AGGREGATE SUM OF $23,075.00

WHEREAS, the New York State Department of Transportation (NYSDOT), in connection with NYSDOT PIN #8812.04.221 has filed acquisition maps for the condemnation/acquisition easements over four parcels of land owned by the Town of Carmel which are both located on NYS Route 6N in Mahopac as shown on Acquisition Maps for said PIN as numbered and labeled Parcels #111, #112, #113, #114, #115, #116, #117, #118; and

WHEREAS, NYSDOT has offered the aggregate sum of $23,075.00 to be paid to the Town of Carmel for advance compensation in connection with these easement acquisitions;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into four (4) Advance Payment Agreements for initial acceptance of the aggregate sum of $23,075.00 as compensation for said easement acquisitions, subject to the option of the Town Board to claim additional future compensation; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute said Advance Payment Agreements for said easement acquisitions, said agreements to be in form and substance as is on file in the Office of the Town Supervisor.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Lombardi

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

CERTAIN TOWN EMPLOYEES DESIGNATED AS CONTACT TRACERS - COVID-19 PANDEMIC

RESOLVED that the Town Board of the Town of Carmel, in accordance with the request of the County of Putnam Director of Personnel Paul Eldridge, as well as in accordance with the directives of Governor Andrew Cuomo for the re-opening of the counties designated as the “Mid-Hudson Region” in accordance with required metrics, hereby designates the list of employees as attached hereto and made a part hereof as contact tracers relating to the COVID-19 pandemic and the state of emergency declared and associated therewith; and

BE IT FURTHER RESOLVED, that such designation is hereby authorized under provisions of NY Civil Service Law §61(2) for any Town employee to which the provisions of NY Civil Service Law apply.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

(Cont.)

Department	Employee	CSEA/PT
Supervisor	Joanna Terelli	CSEA
Justice Court	Patricia Genna	CSEA
	Lisa Laquidara	CSEA
	Marie Paprocki	CSEA
	Fran Schmansky	CSEA
Comptrollers	Michelle Russell	CSEA
	Michelle Tenefrancia	CSEA
Tax Receiver	Antoinette Pesavento	CSEA
Assessor	Nancy Jack	CSEA
	Scott McMillan	CSEA
	Christopher Paleo	CSEA
	Amanda Clerici	PT
Town Clerk	Bella Cimadomo	CSEA
Engineering	Donna Esteves	CSEA
	Robert Vara	CSEA
	Lori Scavelli PT	PT
Accounting	Eileen Brennan	CSEA
	Barbara Alosco	CSEA
	Lori Wollman	CSEA
Maintenance	Joseph Harmon	CSEA
Building	Michael Carnazza	CSEA
	Denis Marousek	CSEA
	Carol Ormsby	CSEA
	Ann Pistey	CSEA
	Edward Spadaro	CSEA
	Joseph Wilichoski	CSEA
Highway Admin	Staci Norton	CSEA
	Christine Yandoli	CSEA
Planning/Zoning	Rose Trombetta	PT
	Dawn Andren	PT
Rec Admin	Nina Kallmeyer	CSEA
	Nancy Slattery	CSEA
	Carmelina Spano	CSEA
	Angela Kortlang	PT
	Kim Tyndal	PT
Park Maintenance	Frank Favia	CSEA
	Brendan Griffin	CSEA
	Giorgio D'Agostino	PT
	Jason Hoppe	PT

MCDONOUGH PARK - PERFORMANCE OF EMERGENCY REPAIRS ACKNOWLEDGED - BEE & JAY PLUMBING

RESOLVED, the Town Board of the Town of Carmel, hereby acknowledges the emergency performance of repair and replacement of the McDonough Park interior water storage tanks and appurtenances as performed by Bee & Jay Plumbing, Mahopac, NY on May 4, 2020, as fully detailed in the memorandum and attachments submitted to the Town Board by Director of Recreation and Parks, James R. Gilchrist dated May 6, 2020, and as attached hereto and made a part hereof.

Resolution
Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

(Cont.)

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

TOWN OF CARMEL RECREATION AND PARKS DEPARTMENT
SYCAMORE PARK • MAHOPAC, NEW YORK 10541
JAMES R. GILCHRIST, CPRP, DIRECTOR
TELEPHONE: (845) 628-7888 FAX: (845) 628-2820
E-MAIL: carmelrecreation@ci.carmel.ny.us WEBPAGE: www.ci.carmel.ny.us

DATE: May 6, 2020

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Emergency Storage Tank Replacements – McDonough Park Utility Room

Upon an emergency inspection of a flood in the utility room garage at McDonough Park, Bee & Jay Plumbing found the storage tanks and manifold leaking. On May 4th, three (3) WX350 storage tanks, new copper manifold and valves were replaced and tested by Bee & Jays Plumbing. I have included the Invoice in the amount of $11,079.40 as well as the Vendor Claim Form and additional backup for your review.

This purchase requires a Resolution. Please add this to the May 13, 2020 Town Board Work Session agenda and please contact me with any questions.

/ns
Attachments

"Town Unity Through Recreation"

MAY-05-2020 10:36 BEE AND JAY PLUMBING 8456284062 P.03

VENDOR CLAIM FORM

TOWN OF CARMEL
60 McALPIN AVENUE
MAHOPAC, NY 10541

RECREATION DEPARTMENT

VENDOR # #0476

CLAIMANT'S NAME AND ADDRESS

Bee& Jay Plumbing
719 Route 6 P.O. Box 78
Mahopac, NY 10541

VOUCHER NO.	
PURCHASE ORDER NO.	
Date Voucher Received	
P.O.# - APPROPRIATION NO.	AMOUNT
7112.40	11,079.40
TOTAL	11,079.40
Abstract No.	

(Cont.)

VENDOR TAX ID # 0476
TAX EXEMPT No. A-158985 476

Date	Invoice Number	Description of Materials or Services	Unit Price	Amount
05/04/20	94518	McDonough Park - Emergency		
		Utility Room Garage Flood -		
		Inspection found storage tanks		
		leaking and manifold leaking.		
		Replaced 3 WX350 storage tanks,		
		new manifold, valves, start up and		
		tested.		
		Labor - 8 hours Mech	175.00	1,400.00
		Labor - 8 hours Tech	185.00	1,480.00
		Total Material	8,199.40	8,199.40
		Total		11,079.40

VENDOR'S/CLAIMANT'S CERTIFICATION

I, Laurie Trodden, certify that the above account in the amount of $ 11079.40 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

5/5/2020 — Date
Laurie Trodden — Signature
Office Administrator — Title

(Space below for Municipal Use)

TOWN DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.

5/2/20 — Date
Authorized Official

APPROVAL FOR PAYMENT

The claim is approved and ordered paid from the appropriations indicated above.

Authorized Official's Signatures

WHOLESALE ONLY

MAIN OFFICE:
3784 DANBURY RD.
BREWSTER, NY 10509
(845) 279-3785
FAX (845) 279-5538

OTHER LOCATIONS:
WILLIMANTIC, CT. (860) 456-3751
RHINEBECK, N.Y. (845) 876-3071
MIDDLETOWN, N.Y. (845) 692-9200
HARRISVILLE, R.I. (401) 568-3334
HUDSON, N.H. (603) 886-9468
GREENFIELD, MA. (413) 772-0032
WHITEVILLE, N.C. (910) 641-0809

DOMESTIC/INDUSTRIAL/COMMERCIAL
WATER SYSTEMS & CONDITIONING EQUIPMENT

ORDER NO. 506480
ORDER DATE 04/29/20
TIME: 14:14
PAGE: 1

000100
DEE & JAY PLB & HTG
719 ROUTE 6
PO BOX 78
MAHOPAC, NY 10541
845 628-3924

JOB NAME
DELIVER TO:
BY 8:30

ON AMOUNTS BEYOND 60 DAYS PAST DUE A 1½% MONTHLY SERVICE CHARGE WILL BE MADE

SALESMAN NAME	DELIVERED BY	HOW SHIPPED	WRITTEN BY
BILL NEWMARK			DAVE
TERMS	PULLED BY	CUSTOMER ORDER #	DATE SHIPPED
2% 10th NET 30		CARMEL PARKS	4/30/20

ITEM NUMBER	DESCRIPTION	QTY ORDERED	QTY SHIPPED	B O	U/M	PRICE
X350-PRO	117 GAL XTROL TANK PRO AC	3	3	0	EA	2303.00

RECEIVED BY:

CUSTOMER

(Cont.)

BEE&JAY
P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541
p: 845.628.3924 f: 845.628.4062
e: service@beeandjay.com

INVOICE

DATE	INVOICE #
5/4/2020	94518

www.BEEANDJAY.com

BILL TO:

Carmel Recreation & Parks Commission
790 Long Pond Rd.
Sycamore Park
Mahopac, NY 10541

SERVICE LOCATION:

McDonough Park
20 Dixon Road
Mahopac, NY

Entered 5/5/20

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845-628-7888	Due Upon Receipt	EK	4/30/2020	82141

ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		Emergency: McDonough Park Utility Room Garage Flood - Inspection found storage tanks leaking and manifold leaking. Replaced three WX-350 storage tanks with new copper manifold and valves complete repipe due to age and condition, start up and tested.		
Labor TOC Mech	8	1- Mech	175.00	1,400.00
Labor TOC Tech	8	1- Tech	185.00	1,480.00
Material		3- WX350 Storage Tanks	6,909.00	6,909.00
Material		3- 1-1/4" Ball Valves	176.00	176.00
Material		1- 1-1/2" Ball Valve	45.00	45.00
Material		3- 1-1/4x3/4 Purge Tee	324.00	324.00
Material		2- 1-1/2x3/4 Purge Tee	107.60	107.60
Material		3- 1-1/4" Ells	59.00	59.00
Material		2- 1-1/4x1-1/4 Tee	105.00	105.00
Material		1- 1-1/2" Tee	45.00	45.00
Material		1- 1-1/2 Cap	21.20	21.20
Material		1- 1-1/2x1-1/4 Coupling	25.00	25.00
Material		1- 1-1/2" Ell	25.00	25.00
Material		6 feet 1-1/2" L Tubing	61.60	61.60
Material		6 feet 1-1/4" L Tubing	51.60	51.60
Material		3- 1-1/2" Split Ring	30.00	30.00
Material		5- 3/4" Boiler Drains	80.00	80.00
Material		3- 3/4" Split Rings	20.00	20.00
			Total Due	

Page 1

BEE&JAY
P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541
p: 845.628.3924 f: 845.628.4062
e: service@beeandjay.com

INVOICE

DATE	INVOICE #
5/4/2020	94518

www.BEEANDJAY.com

BILL TO:

Carmel Recreation & Parks Commission
790 Long Pond Rd.
Sycamore Park
Mahopac, NY 10541

SERVICE LOCATION:

McDonough Park
20 Dixon Road
Mahopac, NY

(Cont.)

PROFESSIONAL SERVICE 56 YEARS 1964-2020

Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845-628-7888	Due Upon Receipt	EK	4/30/2020	82141

ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Material		1-Pressure Switch	59.40	59.40
Material		1- 1/4" Brass Tee	15.00	15.00
Material		1- 1/4" Brass Ell	15.00	15.00
Material		3- 1/4x3 Nipples	25.00	25.00

** Invoices not paid when due will be subjected to a finance charge of 1.5% per month

Total Due $11,079.40

WE ACCEPT ALL MAJOR CREDIT CARDS !!

CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER _____

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

Page 2

Best PLUMBING SUPPLY

SOMERS 914.232.2020 | SCARSDALE 914.723.2002 | STAMFORD 203.975.9448
YORKTOWN 914.736.2468 | ELMSFORD 914.347.2378 | ONLINE bestplg.com

Sales Order

ORDER DATE	ORDER NUMBER
04/29/20	S3929787

Somers Trade Sales
914-301-9243
stevep@bestplg.com

PAGE NO. 1

BILL TO:
BEE & JAY PLUMBING & HEATING CORP
BOX 78
719 ROUTE 6
MAHOPAC, NY 10541

SHIP TO:
BEE & JAY PLUMBING & HEATING CORP
BOX 78
719 ROUTE 6
MAHOPAC, NY 10541

Entered

CUSTOMER NUMBER	CUSTOMER PO NUMBER / REFERENCE	TERMS	SHIP VIA
33613	THE PARK McDonough	2% 10th net 25th	WSOMERS WHSE

DATE ORDERED	SALESMAN	CUSTOMER TELEPHONE	DATE REQUESTED
04/29/20	STEVE PERRY Ext#1103	845-628-3924	04/29/20

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
3ea	1-1/4 CXM ADAPTER 604 (W01171)	138.30	
3ea	1-1/4 X 1-1/4 X 3/4 CXCXF TEE CAST LEAD FREE 712R-LF	324.90	
3ea	101-426NL LEGEND 1-1/4" SWT S-2000 BALL VALVE LEAD FREE	176.37	
2ea	1-1/2X1-1/2X3/4 CXCXF TEE CAST LEAD FREE 712R-LF (A02673NL)	107.60	
1ea	101-427NL LEGEND 1-1/2" SWT S-2000 BALL VALVE LEAD FREE	84.96	
1ea	1-1/2 CXC TUBE CAP 617 (W07013)	22.03	
1ea	1-1/2 X 10 TYPE L	86.92	

Merchandise Total:

(Cont.)

Completed orders held beyond 30 days will be canceled and a 15% handling charge will be deducted from your original deposit (full deduction will be made for Non-Cancelable & Non-Returnable items).

We will accept returnable items back within 90 days of purchase. These items must be in their original carton and include all manufacturers information, packaging and be deemed saleable by us. A handling fee of 15% will be applied and refunds will be credited back to you within 10 business days. Non-cancelable & Non-returnable products are identified as such on your order, and regrettfully can not be returned.

Color and grain variations are natural characteristics of fine wood, ceramics, and stone; related pieces should not be expected to have matching appearances. Slight surface imperfections like dimples, flecks, etc. are normal with cast and molded pieces and are not considered defects.

Most deliveries are made on our own trucks for a nominal charge.
*** Continued on Next Page ***

U.S. Department of Labor
Wage and Hour Division

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

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

U.S. Wage and Hour Division
Rev. Dec. 2008
OMB No.:1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐: Bell & Tony Plumbing & Heating Corp
ADDRESS: 719 Rt. 6 Mahopac NY
PAYROLL NO.:
FOR WEEK ENDING: 5/2/20
PROJECT AND LOCATION: Town of Carmel Parks + Rec McDonough Park.
PROJECT OR CONTRACT NO.:

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE: OT OR RT	S 4/26	M —	T 4/28	W —	T —	F 5/1	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY															
Eugene Kugler 152 Hillside Lake Dr. Wappingers Falls NY		Plumber	O																
		Helper	S				8				36.46 / 18.44	587.31							
Danny Kugler 152 Hillside Lake Dr. Wappingers Falls NY		Laborer	O																
			S				8				41.53 / 23.31	518.80							
			O																
			S																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date 5/1/20

I, Theodore Kugler Pres.
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Bell + Tony Plb + Htg Corp. on the Parks + Rec McDonough Park (Building or Work) that during the payroll period commencing on the 30 day of Apr 2020 and ending the 30 day of Apr 2020 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Bell + Tony Plb + Htg Corp. from the full (Contractor or Subcontractor) weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE: Theodore Kugler Pres
SIGNATURE:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CARMEL WATER DISTRICT #4 AND CARMEL WATER DISTRICT #12 - PERFORMANCE OF EMERGENCY REPAIRS ACKNOWLEDGED

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of the various water districts of the Town of Carmel, hereby acknowledges the emergency performance of water and sewer district collection system/distribution system and treatment facilities repairs within Carmel Water District #4 and Water District #12, all as fully detailed in the memoranda of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated May 13, 2020 as attached hereto and made a part thereof.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Schanil

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

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 RJF

Date: May 13, 2020

Re: Emergency Repairs/Services

This memorandum is being presented to the Town Board to advise the Board of emergency invoices that were submitted for payment in excess of $5,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Water District 4 Lake Baldwin Pump Station – pump failure due to storm

  On April 14, 2020, Bee and Jay Plumbing the operator for the CWD 4 alerted the Engineering Department that the pump on Well # 3 was not functioning due to a storm event on April 13, 2020 It was determined that the pump would need to be replaced. Attached is the invoice in the amount of $8,009.84. The cost of this repair has been submitted to insurance for reimbursement.

- Carmel Water District 12 Jennifer Lane Pump Station – pump failure due to storm

  On April 13, 2020, Inframark the operator for the CWD 12 alerted the Engineering Department that the motor to the pump was damaged due to a storm event on April 13, 2020. It was determined that pump would need to be replaced. Attached is the invoice in the amount of $5,488 for Bee and Jay Plumbing to repair the pump. The cost of this repair has been submitted to insurance for reimbursement.

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

(Cont.)

BEE&JAY
P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541
p: 845.628.3924 f: 845.628.4062
e: service@beeandjay.com

INVOICE

DATE	INVOICE #
4/22/2020	94435

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 4
Engineering Dept.
60 McAlpin Ave.
Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel- CWD 4
Lake Baldwin
Pump Station
Mahopac, NY

PROFESSIONAL SERVICE 56 YEARS 1964-2020 — Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845-628-2087	Payment Due Upon Rec	EK	4/20/2020	57767

ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		CWD# 4 Lake Baldwin Pump Station 4/17/2020 - Well #3 Not operating pump burnt out due to storm damaged by power surges. 4/20/2020 - Pulled burnt out 2 hp pump and motor. 4/21/202 Installed new 2 hp Goulds pump, motor and sub cable with all related equipment, restored to system.		
Labor TOC Mech	4	1- Mech 4/20/2020	175.00	700.00T
Labor TOC Tech	4	1- Tech 4/20/2020	185.00	740.00T
Labor TOC Mech	4	1- Mech 4/21/2020	175.00	700.00T
Labor TOC Tech	4	1- Tech 4/21/2020	185.00	740.00T
Material	1	Goulds 2hp 230v 3ph Motor	760.00	760.00T
Material	1	Goulds 10 GS20 Pump End	1,179.00	1,179.00T
Material	1	1- 1-1/4 Line Check	70.54	70.54T
Material	1	10- Rolls Tape	65.00	65.00T
Material	1	10 -1-1/4" Wire Guides	90.00	90.00T
Material	1	220 feet 10-4 Sub Cable	635.80	635.80T
Material	1	200 feet 1-1/4" SCH 120 Pipe	800.00	800.00T
Material	1	1-1/4x6 Brass Nipple	29.50	29.50T
Boom Truck		Boom Truck	1,500.00	1,500.00T
		Certificate on File	0.00%	0.00

** Invoices not paid when due will be subjected to a finance charge of 1.5% per month

Total Due $8,009.84

WE ACCEPT ALL MAJOR CREDIT CARDS !!
CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER _____

CARDHOLDER/NAME:_____ SIGNATURE: _____

CARD#_____ EXP. DATE: _____CID #_____

BEE&JAY
P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541
p: 845.628.3924 f: 845.628.4062
e: service@beeandjay.com

INVOICE

DATE	INVOICE #
4/22/2020	94438

www.BEEANDJAY.com

BILL TO:

Town of Carmel - CWD#12
Engineering Dept.
60 McAlpin Avenue
Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel - CWD#12
Jennifer Lane
Mahopac, NY

(Cont.)

PROFESSIONAL SERVICE 56 YEARS 1964-2020 Master Plumbers Lic.#s W.C. 556 P.C. 363

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 392 7661	Due Upon Receipt	EK	4/20/2020	23795

ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		4/14/2020 -CWD# 12 Jennifer Lane Pump Station - Well #2 not operating tested found damaged motor due to storm damage low voltage and surges. 4/2020 - Pulled 5 hp 460v pump and motor, replaced damaged motor, reinstalled pump end with all related parts and restored online.		
Labor TOC Mech	6	1- Mech	175.00	1,050.00T
Labor TOC Tech	6	1- Tech	185.00	1,110.00T
Material		1- Goulds 5 hp 460 v 3 ph motor	1,718.00	1,718.00T
Material		10 Rolls Tape	65.00	65.00T
Material		2- sets Heat Shrinks	45.00	45.00T
Boom Truck		Boom Truck	1,500.00	1,500.00T
		Certificate on File	0.00%	0.00

** Invoices not paid when due will be subjected to a finance charge of 1.5% per month **Total Due** $5,488.00

WE ACCEPT ALL MAJOR CREDIT CARDS !!
CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER _____

CARDHOLDER/NAME:_____ SIGNATURE: _____

CARD#_____ EXP. DATE: _____CID #_____

CARMEL SEWER DISTRICT #4 WASTEWATER TREATMENT PLANT - EMERGENCY PURCHASE OF COMMINUTOR EQUIPMENT AUTHORIZED - JWC ENVIRONMENTAL - NOT TO EXCEED $20,921.00 - AND INSTALLATION AUTHORIZED - INFRAMARK, LLC - NOT TO EXCEED $2,500.00

WHEREAS, Inframark, LLC, operator for the Carmel Sewer District #4 Wastewater Treatment Plant, and Town Engineer Richard J. Franzetti, P.E. have each advised the Town Board of the Town of Carmel that the comminutor unit located at the headworks of the Carmel Sewer District #4 Wastewater Treatment Plant is in need of replacement; and

WHEREAS Inframark, LLC and the Town Engineer have each further advised the Town Board that the acquisition of aforesaid comminutor unit is exempt from the New York General Municipal Law as an emergency exception;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #4 hereby accept and adopt the recommendations of Inframark, LLC and the Town Engineer and determine that the need for replacement and installation of the referenced comminutor unit is an emergency circumstance that cannot await competitive bidding under General Municipal Law §103 and accordingly authorizes the purchase of said comminutor unit and appurtenances from JWC Environmental, Santa Ana, CA at a cost not to exceed $20,921.00 and in accordance with the quotation dated March 17, 2020; and

BE IT FURTHER RESOLVED that the Town Board authorizes payment to Inframark, LLC for the installation of said repair parts in a sum not to exceed $2,500.00; and

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

(Cont.)

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

CARMEL SEWER DISTRICT #2 WASTEWATER TREATMENT PLANT - PROPOSAL ACCEPTED FOR INSTALLATION OF THICKENER PUMP - TAM ENTERPRISES, INC. - NOT TO EXCEED $18,438.00

WHEREAS, Inframark, LLC, operator for the Carmel Sewer District #2 Wastewater Treatment Plant, and Town Engineer Richard J. Franzetti, P.E. have each advised the Town Board of the Town of Carmel that the thickener overflow pump located at the Carmel Sewer District #2 Wastewater Treatment Plant is in need of replacement; and

WHEREAS the Town Engineer has further advised the Town Board that the replacement pump unit has already been acquired and has accordingly solicited proposals for cost of installation of same;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #2, hereby accept and adopt the recommendations of Inframark, LLC and the Town Engineer and accept the proposal of TAM Enterprises, Inc., Goshen, NY for the installation of said pump unit at a cost not to exceed $18,438.00 and in accordance with the quotation dated March 10, 2020; and

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

Resolution
Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

LAKE CASSE PARK DISTRICT - PROPOSAL ACCEPTED FOR INSTALLATION OF SIGNS - SUNDOG SIGNS, LLC - NOT TO EXCEED $8,650.00

RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of the Lake Casse Park District hereby accept the proposal of Sundog Signs, LLC, Carmel, NY for the installation of new signs at the Lake Casse Park District facilities at a cost not to exceed $8,650.00 and in accordance with the quotation dated March 23, 2020; and

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

(Cont.)

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Schanil

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

CARMEL WATER DISTRICTS STORAGE TANK REHABILITATION DESIGN AND CONSTRUCTION ADMINISTRATION/MANAGEMENT SERVICES - AMENDMENT TO CONTRACT WITH WESTON & SAMPSON FOR ENGINEERING SERVICES AUTHORIZED - OVERALL CONTRACT PRICE INCREASED TO NOT-TO-EXCEED $344,200.00

WHEREAS, the Town Board of the Town of Carmel, acting as Commissioners of the various water districts of the Town of Carmel on November 6, 2019 had previously awarded the contract for the engineering design, bid assistance and construction administration services for water storage tank rehabilitation project within Water Districts #1, #2, #3, #8, #9, #10, #13 and #14 to Weston & Sampson, Reading, PA, at a cost not to exceed $215,500.00; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has recommended an amendment to the contract prices for each respective Park District in accordance with the terms of his memorandum to the Town Board dated May 7, 2020;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the Water Districts #1, #2, #3, #8, #9, #10, #13 and #14 hereby authorizes an increase in the contract price to be paid to Weston & Sampson for the aforementioned services in the amount of $128,700.00, amending the overall Contract price to a not-to-exceed amount of $344,200.00 in accordance with the referenced Town Engineer memorandum dated May 7, 2020 and the proposal of Weston & Sampson also dated May 7, 2020; and

BE IT FURTHER RESOLVED that Town of Carmel Town Supervisor Kenneth Schmitt, is hereby authorized to sign any and all documentation necessary to memorialize the actions authorized herein;

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

Resolution
Offered by: Councilman Lombardi
Seconded by: Councilwoman McDonough

Roll Call Vote	YES	NO	
Robert Schanil	X		
Michael Barile			Absent
Frank Lombardi	X		
Suzanne McDonough	X		
Kenneth Schmitt	X		

Town Engineer Richard J. Franzetti, P.E. stated that late this afternoon he received the Town Board's requested capacity assessment report from Weston & Sampson with regard to the feasibility of replacing the current 300,000 gallon water tank with a 500,000 gallon water tank for the Everett Road area. Discussion ensued regarding the matter.

Supervisor Schmitt concluded that the estimated cost of $150,000 to increase the water capacity by 200,000 gallons would be money well spent.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilwoman McDonough, seconded by Councilman Lombardi, with all Town Board members present in agreement, the meeting was adjourned at 7:29 p.m. to a scheduled Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk