

KENNETH SCHMITT
Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor
MICHAEL BARILE
Town Councilman
JOHN D. LUPINACCI
Town Councilman
JONATHAN SCHNEIDER
Town Councilman

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

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD VOTING MEETING/ WORK SESSION
Wednesday, February 14, 2018 7:00pm

PLEDGE OF ALLEGIANCE – MOMENT OF SILENCE

6:00pm Executive Session:

1. Glenn Droese, Town Assessor – Litigation Update- Certiorari
2. Town Engineer, Engineering Consultant - Contractual O & M Town Water & Sewer Districts

Town Board Voting Meeting:

- Accept Town Board Minutes December 6, 2017 and January 3, 2018
1. Res: Accepting Proposal Audio Visual Equipment Carmel Town Hall
 2. Res: Accepting Proposal of Jackson Lewis, LLP for Labor Counsel Services for Year 2018
 3. Res: Authorizing Entry into Contract Water Main Repair – Carmel Water District #2
 4. Res: Accepting Proposal for Engineering Services – Carmel Water District #2 Water Main Replacement Project
 5. Res: Accepting Proposal – Rotating Biological Contactor Repair – Carmel Sewer District #4 Wastewater Treatment Plant
 6. Res: Authorizing Scheduling of Public Hearing On a Proposed Local Law Amending Chapter 89 of the Code of the Town of Carmel, Entitled “Freshwater Wetlands” (February 28, 2018)
 7. Res: Scheduling of Public Hearing on a Proposal Local Law Enacting Chapter 140 of the Code of the Town of Carmel, Entitled, “Towing and Storage” (February 28, 2018)
 8. Res: Authorizing Attendance at Seminar (GFOA Conference 3/22,23/2018 Albany, NY, Town Supervisor, Town Comptroller and Senior Account Clerk, II)
 9. Res: Authorizing Advertising for Bids (Highway Materials/Supplies)
 10. Res: Accepting Proposal and Authorizing Entry into Radio Equipment Rental Agreement (Radio Equipment for Highway Vehicles and Facilities)
 11. Res: Authorizing Purchase of Equipment Town of Carmel Highway Department (Transfer Case for Highway Vehicles)
 12. Res: Making Appointments to the Recreation and Parks Advisory Committee (Austin Buddy Decker, II, Michael Berg, Neal Sullivan)
 13. Res: Accepting Proposal Town of Carmel Department of Recreation and Parks (Pre-Built Outbuilding for Sycamore Park)
 14. Res: Creating Job Classification of Senior Office Assistant in the Town of Carmel Police Department and Making Probationary Appointment (Mary Rose McNamara)
 15. Res: Authorizing Entry into Agreement with the County of Putnam and Putnam County District Attorney, Robert Tendy, for Video Surveillance System Upgrade

16. Res: Accepting Proposal for Installation of Place Specific Cameras – Town of Carmel Police Department
 17. Res: Acknowledging Appointment of Clerk to Town Justice – Town of Carmel Justice Court (Lisa Laquidera)
 18. Res: Acknowledging Appointment of Clerk to Town Justice – Town of Carmel Justice Court (Marie Paprocki)
 19. Res: Rejecting Bids and Authorizing Re- Advertising for Bids for Landscaping and Grass-Cutting Services (Town of Carmel Park Facilitates and Carmel Town Hall for 2018)
 20. Res: Making Appointment to Town of Carmel Planning Board
 21. Res: Authorizing Attendance at Seminar (Town Engineer – NWEA Conference February 6, 2018)
 22. Res: Authorizing Attendance at Seminar (Joseph Wilichoski, Town Fire Inspector – Upgrades to Code Enforcement Certifications Jan. 22,23 & 24 Feb.27,28 & March 1, 2018 Latham Fire House, Latham, NY)
- **Public Comment (Three (3) Minutes on Agenda Items Only)**
 - **Town Board Member Comments**

Town Board Work Session:

- Review of Town Board Minutes January 10, 17, 2018
1. James Gilchrist, Director of Recreation and Parks, Robert Buckley, Chairman, Town of Carmel Recreation Committee, David Furfaro, Town of Carmel Recreation Committee – Discussion of Town Owned Recreational Parks
 2. James Gilchrist, Director of Recreation and Parks – Consider Advertise for Bids for Bus Transportation – 2018 Summer Camp
 3. Councilwoman/Deputy Supervisor McDonough- Discussion of Proposed Purchase of Swan Cove/Mahopac Bank Properties
 4. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Bond Return, McDonalds USA, LLC TM# 55.11-1-41 (\$320,000.00)
 5. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for Dam Engineering Assessment (Lake Casse Park District and Upper and Lower Teakettle Lakes Park District)
 6. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Emergency Repairs to Various Town of Carmel Water and Sewer Districts, CWD #s 1,2,9 and 12, CSD #s 2 & 6
 7. Michael Simone, Highway Superintendent – Consider Request to Purchase Deicer Under the Suffolk County Bid List
- **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 per Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

Resolution #1

**RESOLUTION ACCEPTING PROPOSAL
AUDIO VISUAL EQUIPMENT – CARMEL TOWN HALL**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of New York Audio Video Design, Poughkeepsie, NY, for the installation of television, audio visual and electronic equipment in the Town of Carmel Town Hall meetings rooms and Town Supervisor’s office at a cost not to exceed \$9,167.89 and in accordance with the proposal dated January 17, 2018; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, the work items detailed in the referenced proposal may commence, and

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: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #2

**RESOLUTION ACCEPTING PROPOSAL OF JACKSON LEWIS, LLP
FOR LABOR COUNSEL SERVICES**

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of Jackson, Lewis, LLP, White Plains, NY for the 2018 labor counsel services, said proposal dated January 8, 2018 and in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign and accept said proposal on behalf of the Town of Carmel.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____



Representing Management Exclusively in Workplace Law and Related Litigation				
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	DENVER, CO	MIAMI, FL	PORTSMOUTH, NH	WHITE PLAINS, NY
	DETROIT, MI	MILWAUKEE, WI	PROVIDENCE, RI	
	GRAND RAPIDS, MI	MINNEAPOLIS, MN		

*through an affiliation with Jackson Lewis P.C., a Law Corporation

January 8, 2018

PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED

VIA REGULAR MAIL

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

Re: Confirmation of Engagement and Fee Agreement

Dear Supervisor Schmitt:

We at Jackson Lewis P.C. ("the Firm") are pleased to have the opportunity to continue to serve as Labor Counsel for the Town of Carmel ("Town"). Please allow this communication to serve and provide details of the scope of our attorney-client relationship and the rates for our services. This letter also addresses our fees for our services, pursuant to Part 1215 of the Joint Rules of the Appellate Divisions of the New York State Supreme Court, 22 N.Y.C.R.R. 1215.

A. Scope of Services

As stated above, we will represent the Town as Labor Counsel. We will do our best to serve the Town efficiently. While we cannot guarantee the success or outcome of any given matter, we will strive to vigorously represent the Town. We will utilize attorneys and legal assistants in the Firm in the best exercise of our professional judgment. If, at any time, you have any questions, concerns or comments, please contact me.

B. Fees

We charge for our time on an hourly basis, in one-tenth hour increments. We will invoice the Town at agreed upon hourly rates for the work performed on its behalf. Our schedule of hourly rates for attorneys and other members of our professional staff is based on years of experience, level of professional attainment and geographic location.

We are pleased to continue our hourly rate "cap" at \$275.00, which is the same "cap" as has been in place since we were originally retained as Labor Counsel to the Town is a significant discount from our regular rates. We will maintain this cap until December 31, 2018. If the attorney's regular rate is lower than the cap, you will be charged the lower rate. We charge for all services rendered, including but not limited to, telephone calls, conferences, negotiation sessions, court and agency hearings, and other proceedings.

Our entire billing process is explained in "A Word About Our Invoices," a copy of which is enclosed.

C. Dispute Resolution

It is our understanding that the Town will pay the fees for our services on matters assigned to us. In the event a dispute arises between us relating to our fees, the Town may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.


Our agreement shall be governed and conformed in accordance with the laws of the State of New York without regard to its conflict of laws provisions.

* * * *

If you have any questions at any time regarding the scope of our representation, the handling of any matter or the content of any invoice, please contact me. We are pleased to have the opportunity to continue to serve as the Town's Labor Counsel.

Very truly yours,

JACKSON LEWIS P.C.


Thomas P. McDonough

TPM/gr
Enclosure

Resolution #3

RESOLUTION AUTHORIZING ENTRY INTO CONTRACT WATER MAIN REPAIR – CARMEL WATER DISTRICT #2

WHEREAS, the Town Board of the Town of Carmel has been informed of numerous complaints regarding the quality, quantity, color and content of the potable water from the residents and inhabitants within Carmel Water District #2; and

WHEREAS the Town Board of the Town of Carmel has directed that estimated costs for replacement of approximately 12,600 linear feet of iron and/or ductile iron water main be provided on an expedited basis; and

WHEREAS, the Town Board of the Town of Carmel has reviewed the estimates provided as well as the report of its Engineering Consultant, J. Robert Folchetti Associates, LLC, as well as the reports of its Town Engineer Richard J. Franzetti, P.E. regarding the existing circumstances relative to the quality, quantity, color and content of the potable water within the areas of the Gleneida Ridge, Glenvue Road and Route 301 regions of Carmel Water District #2;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2 hereby determines that a public emergency exists in the Gleneida Ridge, Glenvue Road and Route 301 regions of Carmel Water District #2 which affects property, health or safety of the inhabitants of the aforesaid regions of Carmel Water District #2, specifically with respect to the quality, quantity, color and content of the potable water, and

BE IT FURTHER RESOLVED THAT said the continued existence of said conditions would result would be adverse impacts and effects to the inhabitants of Carmel Water District #2; and

BE IT FURTHER RESOLVED, that the Town Board of the of the Town of Carmel, acting as Commissioners of Carmel Water District #2 hereby award the contract for replacement of approximately 12,600 linear feet of iron and/or ductile iron water main, valves, hydrants, etc, within the Gleneida Ridge, Glenvue Road and Route 301 regions of Carmel Water District #2 to Legacy Valve, LLC, Valhalla, NY at a cost not to exceed \$1,787,700.00 (One Million Seven Hundred Eighty Seven Thousand Seven Hundred Dollars); and

BE IT FURTHER RESOLVED that Town Deputy Supervisor, Suzanne McDonough is hereby authorized to sign any and all documentation necessary to accept the proposal and authorize the actions contained herein; and

BE IT FURTHER RESOLVED upon receipt of insurance certificates in form acceptable to Town Counsel the work activities authorized in this resolution shall be permitted to commence.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #4

**RESOLUTION ACCEPTING PROPOSAL FOR ENGINEERING SERVICES
CARMEL WATER DISTRICT #2 WATER MAIN REPLACEMENT PROJECT**

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2, hereby accepts the proposal of J. Robert Folchetti Associates, LLC of Brewster, NY for the services required in connection with the Construction Engineering Services of Carmel Water District #2 Water Main Replacement Project, in form, as attached hereto and made a part thereof; and

BE IT FURTHER RESOLVED that Town Deputy Supervisor, Suzanne McDonough is hereby authorized to sign any and all documentation necessary to accept the proposal and authorize the actions contained herein; and

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: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: January 18, 2018

Re: CWD 2 Pipe Installation Construction Engineering Services

As the Board is aware, the Town has received numerous complaints from residents in Carmel Water District 2 (CWD 2) regarding discolored water. These complaints are in the areas of Gleneida Ridge Road, Glenvue Drive, Glenvue Drive North, and Ridge Court (The Gleneida Ridge area). Historically complaints have also been received from Sunset Ridge, Collier Drive, Collier Drive East, and Collier Drive West (the Collier Drive area) and from Lakeview Road and Avery Road. Documentation of the complaints was provided at the August 16, 2017 work session, and Gleneida Ridge residents voiced their concern again at the work session of September 6, 2017.

Per the Boards direction in December of 2017 JRFA provided an Engineering report for CWD 2 which recommended the full replacement of water lines in the problem areas and provided associated construction costs for this work.

The project will require construction oversight. In accordance with the terms of our consulting contract, JRFA has provided the attached capital cost contract.

The bonded amount for this project is adequate to cover the expense of the Construction Engineering.

The Department recommends approval of the JRFA proposal.

January 18, 2018

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

RE: PROPOSAL FOR ENGINEERING SERVICES
Construction Engineering Services
Carmel Water District #2 Water Main Replacement Project

Dear Supervisor Schmitt:

J. Robert Folchetti and Associates is pleased to submit our proposal for Construction Engineering Services. Our proposal is based on the understanding that the Town of Carmel requires the services of a professional engineer to supervise the design, construction and approvals of a project consisting of the installation of approximately 12,600 feet of 6" PVC water main, within the district limits of Carmel Water District # 2, Town of Carmel, New York. The project is described in the Carmel Water District No. 2 Engineering Report prepared by JRFA. The project has not received any agency approvals.

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

SECTION 1 - PROPOSED SCOPE OF WORK

SECTION 2 - ESTIMATED PROJECT SCHEDULE AND LEVEL OF EFFORT

31 Sodom Road
Brewster, New York 10509
845-363-1560
Fax 845-279-2062
www.jrfa.com

SECTION 1 - PROPOSED SCOPE OF WORK

- Task 1.1 Develop plans from Carmel Sewer District #2 As-Builts
- Task 1.2 GPS Code 53 Markout and Develop a Preliminary Layout based on Carmel Sewer District #2 As- Builts
- Task 1.3 Conduct Pre-Construction meeting
- Task 1.4 Conduct all Progress Meetings
- Task 1.5 Prepare minutes of all meetings attended
- Task 1.6 Review of Contractor Submittals
- Task 1.7 Review and processing of Contractor Payment Requisitions
- Task 1.8 Review and processing of any field directives and Change Orders as may be necessary during the performance of the work
- Task 1.9 Perform all required punch list inspections and issuance of punch lists
- Task 1.10 Monitor all Contractor's field testing (Bacteriological and Pressure/Leakage Testing)
- Task 1.11 Assist Town in processing Disinfection Certification for Putnam County Department of Health
- Task 1.12 Review Contractor's Close-Out Documents
- Task 1.13 Provide full-time field inspection services to monitor Contractor's activities for conformance with the Contract Documents and final design drawings
- Task 1.14 Provide Professional Engineer onsite as required to maintain design-build progress and troubleshoot conflicts

Task 1.15 Develop permit applications for Work in NYSDOT Route 301 Right-of-Way for up to three (3) locations

Task 1.16 GPS Final System and develop As-Built for Putnam County Department of Health and Town of Carmel

Tasks not included in this scope of work are excluded.

SECTION 2 - ESTIMATED PROJECT SCHEDULE AND LEVEL OF EFFORT

The estimated level of effort and cost for construction engineering services is based on an estimated twenty-four (24) week construction period.

LEVEL OF EFFORT

Task	PE	DESIGNER	INSPECTOR	OTHER TECHNICAL PERSONNEL	TOTAL
Preliminary Design As Shown Tasks 1.1-1.2	16	80	-	-	96
Basic Construction Services As Shown Tasks 1.3-1.12	131	-	78	55	264
Full Time Construction Inspection As Shown Tasks 1.13	-	-	960	-	960
Part Time P.E. Onsite As Shown Tasks 1.14	260	-	-	-	300
Project Close Out As Shown Tasks 1.15-1.16	40	125	40	-	205

ESTIMATED COSTS

Task	Estimated Cost
Preliminary Design	\$14,500.00
Basic Construction Services	\$35,400.00
Full Time Construction Inspection	\$70,000.00
Part Time P.E. Onsite	\$43,200.00
Project Close Out	\$26,500.00

Please note that the hourly rate for an experienced inspector is \$72.50.

Hon. Kenneth Schmitt, Supervisor
Proposal for Engineering Services
January 18, 2018
Page 4

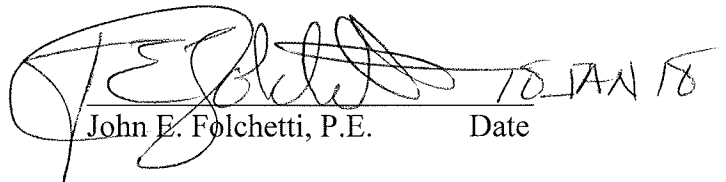
The following costs will constitute a separate item for reimbursement:

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

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

Very truly yours,

ENGINEER


John E. Folchetti, P.E. Date 10 JAN 18

OWNER or
AUTHORIZED SIGNATURE

Signature

Date

JEF/jac
cc: File

J. ROBERT FOLCHETTI & ASSOCIATES, L.L.C.
ENGINEERING RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>\$ PER HOUR</u>
Principal	\$160.00 - \$200.00
Project Manager (PE)	\$110.00 - \$170.00
Project Engineer / Geologist	\$ 90.00 - \$132.00
Licensed Surveyor	\$ 85.00 - \$ 95.00
Engineer / Designer	\$ 65.00 - \$ 95.00
Engineer / Inspector	\$ 60.00 - \$ 80.00
Clerical / Secretarial	\$ 50.00 - \$ 75.00
OTP	\$ 75.00 - \$ 100.00
CADD	\$ 65.00 - \$ 75.00
Survey Crew	\$145.00 / hour

Resolution #5

**RESOLUTION ACCEPTING PROPOSAL ROTATING BIOLOGICAL
CONTACTOR REPAIR CARMEL SEWER DISTRICT #4 WASTEWATER
TREATMENT PLANT**

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #4, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby accepts the proposal of Darlington Equipment Company, Negley, OH, for repair of the Rotating Biological Contactor unit bearing at the Carmel Sewer District #4 wastewater treatment plant at a base cost of \$11,995.00 and an overall cost not to exceed \$21,995 in accordance with the proposal dated December 17, 2017; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, the work items detailed in the referenced proposal may commence, and

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: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #6

RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday February 28, 2018 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law amending Chapter 89 of the Code of the Town of Carmel, entitled "Freshwater Wetlands"; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and instructed to publish and post the necessary notices in the official newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #7

RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 Mc Alpin Avenue, Mahopac, New York 10541 on Wednesday February 28, 2018 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law enacting Chapter 140 of the Code of the Town of Carmel, entitled "Towing and Storage"; and

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and instructed to publish and post the necessary notices in the official newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #8

RESOLUTION AUTHORIZING ATTENDANCE AT SEMINAR

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Supervisor Kenneth Schmitt, Town Comptroller Mary Ann Maxwell and Senior Account Clerk II, Michelle Tenefrancia to attend the 2018 New York State GFOA Annual Conference in Albany, NY, March 22-23, 2018; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #9

RESOLUTION AUTHORIZING ADVERTISING FOR BIDS

RESOLVED that, pursuant to the request of Michael Simone Town of Carmel Highway Superintendent, Town Clerk Ann Spofford is hereby authorized to advertise for bids for the purchase of the following items for fiscal year 2018:

- Crushed Gravel
- Granular Base (Item 4)
- Run of Bank Gravel
- Bituminous Concrete
- Road Oils, Cut Backs, etc.
- Catch Basins & Sumps with Tops
- Tree Felling & Trimming
- Steel Culvert Drainage Pipe
- Aluminum Culvert Drainage Pipe
- Polyethylene Drainage Pipe
- Waste Wood Processing
- Street Sweeping

BE IT FURTHER RESOLVED that the Highway Superintendent is to furnish detailed specifications for the above to the Town Clerk Ann Spofford to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: _____

Seconded by:_____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #10

RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING ENTRY INTO RADIO EQUIPMENT RENTAL AGREEMENT

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby accepts the proposal of Goosetown Communications, Congers, NY and authorizes entry into a rental agreement for radio equipment for Town of Carmel Highway Department vehicles and facilities, for a term not to exceed five years at a monthly cost of \$2,120.00, as contained in the rental agreement attached hereto and made a part hereof; and

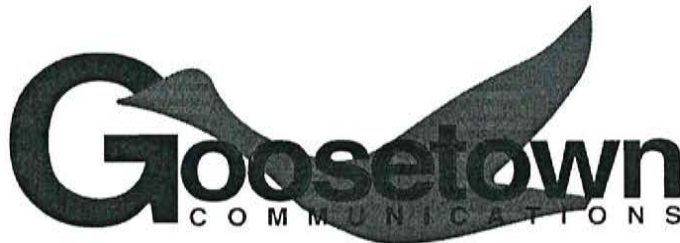
BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____



58 NORTH HARRISON AVENUE · CONGERS, NY 10920
 (845) 268-7500 · 1-888-466-7386
 FAX (845) 268-5345

Goosetown Enterprises, Inc. Equipment Rental & Airtime Agreement

This Rental agreement is entered into by Goosetown Enterprises, Inc. (Goosetown) a New York Corporation having its principal office at 58 N. Harrison Ave Congers, NY 10920 and Town of Carmel Highway Department (Renter) a New York Municipality having its principal office at 55 McAlpin Avenue, Mahopac, NY 10541. The agreement is for the following equipment and services as set forth below.

Quantity	Item	Description	Sell	Extended
1	XPR5550-Base	Motorola XPR5550e Base station including installation and digital repeater service. Single Zone	\$ 40.00	\$ 40.00
2	XPR5550-Mob	Motorola XPR5550e Mobile including installation and digital repeater service. Single Zone. Includes VHF Radios for Trucks 1 & 2.	\$ 40.00	\$ 80.00
39	XPR5350-Mob	Motorola XPR5350e Mobile including installation and digital repeater service. Single Zone	\$ 40.00	\$ 1,560.00
8	XPR-7550-Port	Motorola XPR7550e Portable including digital repeater service. Single Zone	\$ 40.00	\$ 320.00
3	Remote	Desktop remote for base station	\$ 40.00	\$ 120.00
Monthly Total:				\$ 2,120.00

The rental rate is \$2,120.00 per month, commencing on the first day of the month following the date of installation of the equipment. Either party may cancel this agreement by giving 30 days' written notice of cancellation.

Goosetown will install the equipment within 120 days after the date of this agreement. Goosetown shall not be liable for delays in delivery due to causes beyond its reasonable control including acts of God, acts of the Renter, war, fire, strikes, or delays in transportation between suppliers and Goosetown.

Payments of \$2,120.00 will be made monthly for 60 months, in advance, upon billing by Goosetown for each monthly period for the term of the agreement. All payments are due, for equipment in proper operating condition, whether or not said equipment is in use by Renter. If any rent payment is not received for a period of sixty (60) days or more after becoming due, Renter shall be considered in default of this rental agreement. Goosetown will provide written notice of such default, and may take possession of all rented equipment without further notice. Goosetown's repossession of equipment shall not limit Goosetown's rights under this agreement. Renter will be responsible for any and all physical damage excluding normal wear and tear to the equipment. All equipment covered by this rental agreement will be installed, maintained and repaired exclusively by Goosetown or its designee. Renter agrees to pay full replacement cost for any equipment that is lost, stolen or damaged beyond repair. Replacement costs of equipment are \$700.00 for portable radios and \$700.00 for mobile radios. At the termination of the rental, Goosetown shall remove all of the equipment from the Renter's property. Since the renter is not renting equipment with specific manufacturer's

serial numbers, Goosetown will mark all rented equipment with Goosetown's mark. The returned equipment must bear Goosetown's original mark and be a serial number in Goosetown's inventory.

- 1) **Term and Termination:** The term of this Agreement will begin on the first of the month following the installation of the radios and will continue unless earlier terminated by either party until such time, if ever, that the FCC revokes any authorizations held by Repeater Network, LLC. Either party may terminate this Agreement at any time for any reason upon 30 days' written notice to the other party or upon verbal notice from the User confirmed in writing by Goosetown MS Initial
- 2) **Service Area:** Renter acknowledges that one hundred percent (100%) coverage of any area at all times is not probable. Experience with actual field conditions and from tests made indicate adverse propagation conditions such as short term meteorological effects and interference from distant stations can interrupt service at times. Renter acknowledges that tests were made prior to selecting the system and that coverage meets expectations. MS Initial
- 3) **Interruption of Service:** Goosetown Enterprises, Inc. its affiliates or agents shall assume no liability under this agreement for failure to provide, or delay in providing service due directly or indirectly to causes beyond the reasonable control of Goosetown including but not limited to, acts of God or governmental entities, acts of renter, war, fire, flooding strikes, unusually severe weather, delays in transportation or public enemy strikes. MS Initial
- 4) **Ownership:** All equipment installed by Goosetown or its agents shall at all times remain property of Goosetown. Renter agrees to insure against all loss and theft of such equipment with a replacement value of \$700 per radio. In the event Renter wishes to cancel service within the first 24 months, all equipment must be returned to Goosetown at the Renter's expense. Any equipment not returned and or deemed lost or stolen will be the Renter's responsibility to repair or replace. It is further agreed to and understood that Goosetown and its designee shall be the only parties authorized to work on equipment listed in this agreement. MS Initial
- 5) **Maintenance:** If the box was checked for standard maintenance (SM) then the Renter will be provided with a standard maintenance contract that includes routine radio repair. Specifically, not included are removals, installations, physical and liquid damage. MS Initial
- 6) **Enhanced Maintenance:** If the box was checked for enhanced maintenance (EM) then the Renter will be provided with the services listed in Item 5 and removals, installations and spares equipment when available. MS Initial
- 7) If Renter fails to pay any amount or other amount herein provided or fails to observe, keep or perform any other provision of this rental agreement required to be observed, kept or performed by Renter or abandons the equipment or is served with process in an action or proceeding in bankruptcy receivership or insolvency: or enters into any arrangement or composition with its creditors: or judgment is obtained against Renter, then in any such event Goosetown and its authorized agents are expressly authorized to enter upon Renters premises and remove said equipment without liability for damage caused by said entry and without prejudice to Goosetown's rights to receive rental amounts hereunder and to Goosetown's remedies upon breach provided herein by law. MS Initial
- 8) **Revisions / Additions / Rates:** Units may be added or subtracted during the term of this agreement so long as such requests are made in writing by the Renter. Changes will be made to the monthly invoice accordingly and will represent the modification of this initial agreement. MS Initial
- 9) **Purchase Option & Insurance:** It is agreed to and understood that there is no purchase option associated with this rental agreement. All equipment listed in this agreement shall at all times be the property of Goosetown. At the request of the Goosetown, Renter shall provide proof of insurance and/or list Goosetown as loss payee for the portable and mobile equipment associated with this lease.

10) **Entire Agreement:** This document represents the entire understanding of the parties and supersedes all oral discussions and agreements. The laws of the State of New York, County of Rockland, shall govern this document. MS Initial

Renter:

Sign



Print:

Michael Somone

Title:

Highway Superintendent

Date:

1/10/18

Goosetown Enterprises, Inc:

Sign

Print:

Title:

Date:

/ /

Resolution #11

RESOLUTION AUTHORIZING PURCHASE OF EQUIPMENT TOWN OF CARMEL HIGHWAY DEPARTMENT

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the purchase of a transfer case for Town of Carmel Highway Department vehicles from Camerota Truck Parts, Enfield, CT at cost not to exceed \$12,500.00, in accordance with the proposal dated January 10, 2018; and

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: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #12

RESOLUTION MAKING APPOINTMENT TO THE RECREATION AND PARKS ADVISORY COMMITTEE

RESOLVED that the Town Board of the Town of Carmel hereby re-appoints the following individuals to the Town of Carmel Recreation and Parks Advisory Committee for terms commencing retroactive to January 1, 2018 and expiring December 31, 2020.

Austin Buddy Decker II

Michael Berg

Neal Sullivan

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #13

RESOLUTION ACCEPTING PROPOSAL TOWN OF CARMEL DEPARTMENT OF RECREATION AND PARKS

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Director of Recreation and Parks James R. Gilchrist, hereby accepts the proposal of Best in Backyards, Elmsford, NY for the purchase and installation of a pre-built outbuilding for Sycamore Park at a cost not to exceed \$8,273.00 in accordance with the proposal dated January 12, 2018 and the memorandum of James R. Gilchrist dated January 22, 2018; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, the work items detailed in the referenced proposal may commence, and

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: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #14

RESOLUTION CREATING JOB CLASSIFICATION SENIOR OFFICE ASSISTANT TOWN OF CARMEL POLICE DEPARTMENT MAKING PROBATIONARY APPOINTMENT

RESOLVED that the Town Board of the Town of Carmel hereby creates the job classification/title of Senior Office Assistant in the Town of Carmel Police Department and hereby appoints Mary Rose McNamara to said position, effective immediately at a CSEA Group 2 Step 1 salary level on a probationary basis and subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	___	___
Jonathan Schneider	___	___
John Lupinacci	___	___
Suzanne McDonough	___	___
Kenneth Schmitt	___	___

Resolution #15

RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT WITH THE COUNTY OF PUTNAM VIDEO SURVEILLANCE SYSTEM UPGRADE

RESOLVED that the Town Board of the Town of Carmel hereby authorizes entry into an agreement with the County of Putnam, and Putnam County District Attorney, Robert Tendy, for the upgrade of the Town of Carmel's current video surveillance system and the funding of such upgrades, said agreement to be in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Chief of Police Michael Cazzari is hereby authorized to sign said agreement on behalf of the Town of Carmel.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

WS 1/24/18

ANDREW W. NEGRO
First Deputy County Attorney

ADRIENNE M. LOTTO
*Senior Deputy County Attorney
For Risk and Compliance*

SHANNON S. BRADY
Senior Deputy County Attorney



JENNIFER S. BUMGARNER
County Attorney

ANNA M. DIAZ
Deputy County Attorney

GLORIA R. TRESSLER
Deputy County Attorney

JOHN P. O'CONNOR
Safety Officer

DEPARTMENT OF LAW

LETTER AGREEMENT

December ____, 2017

Town of Carmel Police Department
60 McAlpin Avenue
Mahopac, New York 10541

RE: Video Surveillance System Upgrade

To Whom It May Concern:

This letter confirms that the following agreement has been reached between the TOWN OF CARMEL POLICE DEPARTMENT (hereinafter "CPD") and the COUNTY OF PUTNAM, acting by and through the Putnam County District Attorney' Office (hereinafter "COUNTY").

1. The COUNTY agrees to assist CPD in their efforts to upgrade their video surveillance system by providing them with TWENTY THOUSAND (\$20,000.00) DOLLARS from Asset Forfeiture-Partnership Initiative (Budget Line 1000 1000 54936).
2. CPD agrees to use the funds provided by the COUNTY to assist in the purchase of, four (4) high-resolution license plate specific cameras; two (2) overview cameras; wireless links to the supporting recording/processing equipment; two (2) data servers and installation, as more fully described in the attached Schedule "A".
3. CPD agrees to use said funds for the purpose described in paragraph "2" on or before August 1, 2018. Failure to use the funds by August 1, 2018, will result in CPD having to return said funds to the COUNTY.

Please signify your concurrence with the provisions of this Letter of Agreement by signing on the line indicated below and return two (2) original copies of the Letter of Agreement to Mr. Robert Tandy, Putnam County District Attorney. A fully executed copy will be forwarded to you upon completion.

48 GLENEIDA AVENUE, CARMEL, NEW YORK 10512

Tel. (845) 808-1150 / Fax (845) 808-1903*

**This office will not accept service via facsimile*

TOWN OF CARMEL POLICE DEPARTMENT hereby concurs with the provisions of this Letter of Agreement and agrees to abide by the terms and conditions contained herein.

Date: _____

TOWN OF CARMEL POLICE DEPARTMENT
60 McAlpin Avenue
Mahopac, New York 10541

By: _____
Print Name and Title

APPROVED AS TO FORM:

PUTNAM COUNTY:

Jennifer S. Bumgarner Date
Putnam County Attorney

MaryEllen Odell Date
County Executive

Robert Tendy Date
Putnam County District Attorney

Resolution #16

RESOLUTION ACCEPTING PROPOSAL FOR INSTALLATION OF PLATE-SPECIFIC CAMERAS TOWN OF CARMEL POLICE DEPARTMENT

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Chief of Police Michael Cazzari, hereby accepts the proposal of Commercial Instruments & Alarm Systems, Inc., Fishkill, NY and authorizes entry into an agreement the purchase and installation of four (4) plate-smart cameras, data servers, support, as well as related equipment, said agreement in form as filed in the Office of the Chief of Police and Town Supervisor at a cost not to exceed \$40,542.00; and

BE IT FURTHER RESOLVED that Chief of Police Michael Cazzari is hereby authorized to sign said agreement on behalf of the Town of Carmel.

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: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	___	___
Jonathan Schneider	___	___
John Lupinacci	___	___
Suzanne McDonough	___	___
Kenneth Schmitt	___	___

Resolution #17

RESOLUTION ACKNOWLEDGING APPOINTMENT OF CLERK TO TOWN JUSTICE TOWN OF CARMEL JUSTICE COURT

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Town Justice Joseph J. Spofford, Jr. of Lisa Laquidara as Clerk to Town Justice in the Town of Carmel Justice Court, such appointment to be at an annual salary of \$64,000 retroactive to January 1, 2018.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #18

RESOLUTION ACKNOWLEDGING APPOINTMENT OF CLERK TO TOWN JUSTICE TOWN OF CARMEL JUSTICE COURT

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Town Justice Thomas Jacobellis of Marie Paprocki as Clerk to Town Justice in the Town of Carmel Justice Court, such appointment to be at an annual salary of \$62,000 retroactive to January 1, 2018.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #19

RESOLUTION REJECTING BIDS AND AUTHORIZING RE-ADVERTISING FOR BIDS FOR LANDSCAPING AND GRASS-CUTTING SERVICES

RESOLVED that, pursuant to the request of Director of Recreation and Parks, James Gilchrist, the Town Board of the Town of Carmel hereby rejects all bids previously received for landscaping and grass-cutting services for the Town of Carmel Park facilities and Carmel Town Hall for 2018 and hereby authorizes Town Clerk Ann Spofford to re-advertise for bids for grass cutting services for the

BE IT FURTHER RESOLVED that Director of Recreation and Parks, James Gilchrist, is to furnish detailed specifications for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #20

RESOLUTION MAKING APPOINTMENT TO TOWN OF CARMEL PLANNING BOARD

RESOLVED that the Town Board of the Town of Carmel hereby appoints Anthony Giannico to the Town of Carmel Planning Board for a term commencing, January 1, 2018 and expiring December 31, 2024.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #21

RESOLUTION AUTHORIZING ATTENDANCE AT SEMINAR

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Engineer, Richard Franzetti, PE to attend the NYWEA Conference, Offered by the New York Water Environment Association that was held on February 6th, 2018 at the Marriott Marquis, in New York City, NY; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

Resolution #22

RESOLUTION AUTHORIZING ATTENDANCE AT SEMINAR

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Fire Inspector, Joseph Wilichoski to attend the Building and Codes Certification Classes (9E16-0817) that were held on January 22, 23 and 24, 2018, at the Latham Fire Department, Latham, NY and Building and Codes Certification Classes (9F16-0815) to be held on February 27, 28 and March 1, 2018 at the Latham Fire Department, Latham, NY; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	NO
Michael Barile	_____	_____
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Kenneth Schmitt	_____	_____

From: [Robert Buckley](#)
To: [Pasquerello Anne](#)
Cc: [David Furfaro](#); [Joyce at Putnam Arts Council](#); [Paul Forhan](#); [Michael Berg](#); [Neal Sullivan](#); [Buddy Decker](#); [AA Me](#)
Subject: Parks and Recreation meeting information
Date: Wednesday, January 31, 2018 10:42:26 PM

Attached please find the cost to complete the Airport Property Park and the Jimmy McDonough Memorial Park. These are the parks that we will be discussing with the Town Board on February 7, 2018. We can no longer count on grants and the Parkland Trust Fund to finance our recreation needs, we must discuss how we move forward with the Parks and Recreation Master Plan and discuss options to complete these two parks. I will be attending the Town Board meeting with other members of the Parks and Recreation Committee to discuss these matters.

If anyone wishes to contact me, I can be reached via this e-mail or by phone at (914) 774-0170.

Respectfully,
Robert Buckley



PROJECT BUDGET ESTIMATE
TOWN OF CARMEL - AIRPORT PARK
PARK IMPROVEMENTS

3 Garrett Place, Carmel, New York 10512
 (845) 225-9690 Fax: (845) 225-9717
 BY:ZMP 12/1/17 PROJECT: 08125.100
 Page 1 of 1

BUDGET ITEMS	DESCRIPTION	UNIT	QUANTITY	PRICE (\$)	AMOUNT (\$)
NORTHERN SOCCER FIELD IMPROVEMENTS	Northern Soccer Field (1 Field) <i>Includes earthwork, erosion and sediment control, and final surfaces.</i>	EA	1	\$150,000.00	\$150,000.00
	Drainage and Stormwater Management	LS	1	\$150,000.00	\$150,000.00
	Entrance Driveway Improvement	ALLOW	1	\$50,000.00	\$50,000.00
	Parking Area	LS	1	\$100,000.00	\$100,000.00
	Fencing	LS	1	\$20,000.00	\$20,000.00
	Irrigation (Storage, Pumping & Distribution)	LS	1	\$50,000.00	\$50,000.00
SUBTOTAL					\$520,000.00
CENTRAL SOCCER FIELD IMPROVEMENTS	Central Soccer Fields (2 Fields) <i>Includes earthwork, erosion and sediment control, and final surfaces.</i>	EA	2	\$125,000.00	\$250,000.00
	Drainage	LS	1	\$50,000.00	\$50,000.00
	Fencing	LS	1	\$30,000.00	\$30,000.00
	Irrigation (Distribution)	LS	1	\$50,000.00	\$50,000.00
SUBTOTAL					\$380,000.00
SOUTHERN SOCCER FIELD IMPROVEMENTS	Southern Soccer Fields (2 Fields) <i>Includes earthwork, erosion and sediment control, and final surfaces.</i>	EA	2	\$125,000.00	\$250,000.00
	Fencing	LS	1	\$30,000.00	\$30,000.00
	Drainage and Stormwater Management	LS	1	\$100,000.00	\$100,000.00
	Irrigation (Distribution)	LS	1	\$50,000.00	\$50,000.00
SUBTOTAL					\$430,000.00
MISCELLANEOUS IMPROVEMENTS	Utility / Bathroom Building w/ Well & SSTS	ALLOW	1	\$350,000.00	\$350,000.00
	Playground	ALLOW	1	\$75,000.00	\$75,000.00
	Pavilion	ALLOW	1	\$100,000.00	\$100,000.00
SUBTOTAL					\$525,000.00
SOFT COSTS	Engineering Design, Permitting & Bidding	LS	1	\$40,000.00	\$40,000.00
	Engineering Oversight & Construction Phase Services	LS	1	\$100,000.00	\$100,000.00
SUBTOTAL					\$140,000.00
OVERALL PROJECT BUDGET SUBTOTAL					\$1,995,000.00
10% CONTINGENCY					\$199,500.00
OVERALL PROJECT BUDGET TOTAL					\$2,194,500.00



PROJECT BUDGET ESTIMATE

TOWN OF CARMEL - JIMMY MCDONOUGH MEMORIAL PARK
PARK IMPROVEMENTS

3 Garrett Place, Carmel, New York 10512
(845) 225-9690 Fax: (845) 225-9717
BY:ZMP 12/1/17 PROJECT: 10119.100
Page 1 of 1

BUDGET ITEMS	DESCRIPTION	UNIT	QUANTITY	PRICE (\$)	AMOUNT (\$)
NORTHEAST BASEBALL FIELD IMPROVEMENTS	Northeast Baseball Field Improvements (300' Foul Line). <i>Includes earthwork, rock removal, erosion and sediment control, and final surfaces associated with the proposed improvements.</i>	LS	1	\$120,000.00	\$120,000.00
	Backstop & Fencing	LS	1	\$40,000.00	\$40,000.00
	Dugouts	EA	2	\$25,000.00	\$50,000.00
	SUBTOTAL				\$210,000.00
NORTHWEST BASEBALL FIELD IMPROVEMENTS	Northwest Baseball Field Improvements (200' Foul Line). <i>Includes earthwork, erosion and sediment control, and final surfaces associated with the proposed improvements.</i>	LS	1	\$80,000.00	\$80,000.00
	Backstop & Fencing	LS	1	\$30,000.00	\$30,000.00
	Dugouts	EA	2	\$25,000.00	\$50,000.00
	SUBTOTAL				\$160,000.00
SOUTHWEST BASEBALL FIELD IMPROVEMENTS	Southwest Baseball Field Improvements (200' Foul Line). <i>Includes earthwork, erosion and sediment control, and final surfaces associated with the proposed improvements.</i>	LS	1	\$80,000.00	\$80,000.00
	Backstop & Fencing	LS	1	\$30,000.00	\$30,000.00
	Dugouts	EA	2	\$25,000.00	\$50,000.00
	SUBTOTAL				\$160,000.00
MISCELLANEOUS IMPROVEMENTS	Batting Cages	ALLOW	1	\$30,000.00	\$30,000.00
	Pavillion	ALLOW	1	\$100,000.00	\$100,000.00
	Playground	ALLOW	1	\$75,000.00	\$75,000.00
	SUBTOTAL				\$205,000.00
SOFT COSTS	Engineering Design, Permitting & Bidding	LS	1	\$40,000.00	\$40,000.00
	Engineering Oversight & Construction Phase Services	LS	1	\$50,000.00	\$50,000.00
	SUBTOTAL				\$90,000.00
OVERALL PROJECT BUDGET SUBTOTAL					\$825,000.00
10% CONTINGENCY					\$82,500.00
OVERALL PROJECT BUDGET TOTAL					\$907,500.00

Is addition to what I sent you last week, please find conceptual drawing of the Airport and McDonough Park.





Sent from my iPhone

O

Hi,
Councilman Barile has requested that you email me the back up (regarding a five-year capital plan) you sent him so the Board has it in their packets for tomorrow night. Can you please email it to me at your earliest convenience.
Thanks,me

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

sender by reply e-mail and delete the message and any attached documents.



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

DATE: January 31, 2018

TO: Carmel Town Board
Carmel Town Hall

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

SUBJECT: Summer Camp Bus Bid

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

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

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

/sms
Attachments



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

Town of Carmel - Mahopac, NY 10541

Bid Form

Bus Transportation for 2018 Summer Camp Trips

The undersigned, being experienced and responsible for bus transportation, agrees to provide for the Town of Carmel, school bus transportation for 2018 Summer Camp trips in accordance with the attached specifications of the Town of Carmel.

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

Price Trip #1 \$ _____

Price Trip #2 \$ _____

Price Trip #3 \$ _____

Price Trip #4 \$ _____

Representative's Signature: _____

Bidder's Legal Name: _____

Address: _____

Telephone Number: _____

Bidder's E-Mail: _____

Date: _____

BIDS MUST BE SUBMITTED WITH THIS FORM



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

General Conditions

1. TYPE AND LOCATION OF WORK

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

2. PAYMENT

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

3. ORDER AND DIRECTION OF WORK

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

4. CONDITIONS AT WORK SITE

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

5. SPECIFIC BID DETAILS

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



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: carmelrecreation@ci.carmel.ny.us

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

5. SPECIFIC BID DETAILS (continued)

TRIP #1

Wednesday, July 11, 2018: Departure Time 9:00 a.m. – Return Time 4:00 p.m.

Quassy Amusement Park

2132 Middlebury Road, Route 64

Middlebury, CT 06762

Approximately 6 school buses total, departing from and returning to 2 locations (Fulmar Road School, and Mahopac Falls School)

TRIP #2

Wednesday, July 18, 2018: Departure Time 9:30 a.m. – Return Time 3:00 p.m.

Spins Bowl

23 Old Route 6

Carmel, NY 10512

Approximately 3 school buses total, departing from and returning to 1 location (Mahopac Falls School)

TRIP #3

Thursday, July 19, 2018: Departure Time 9:30 a.m. – Return Time 3:00 p.m.

Spins Bowl

23 Old Route 6

Carmel, NY 10512

Approximately 3 school buses total, departing from and returning to 1 location (Fulmar Road School)

TRIP #4

Friday, July 27, 2018: Departure Time: 11:00 a.m. – Return Time: 2:00 p.m.

Putnam County 4-H Fair

Putnam County Veterans Memorial Park

201 Gipsy Trail Road

Carmel, NY 10512

Approximately 2 school buses total, departing from and returning to 1 location (Sycamore Park)



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5. SPECIFIC BID DETAILS (continued)

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

Fulmar Road Elementary School
55 Fulmar Road, Mahopac, NY 10541

Mahopac Falls School
100 Myrtle Avenue, Mahopac, NY 10541

Sycamore Park
790 Long Pond Road, Mahopac, NY 10541

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



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Town of Carmel
Recreation Department
Contractors Qualifications Questionnaire

Bid for: **Bus Transportation for 2018 Summer Camp Trips**

Year which company first began providing bus transportation services: _____

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

1. Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

2. Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

3. Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

4. Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____



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

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

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

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Year Acquired: _____
Condition: _____

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

From: Maxwell,Mary Ann
Sent: Thursday, January 25, 2018 9:27 AM
To: Droese,Glenn
Cc: Pasquerello,Anne; Tenefrancia,Michelle **Subject:** RE: Trial ready appraisal cost for parcel 55.6-1-48

Hi Glenn yes there are funds available for this in the certiorari legal services line.

A resolution is necessary and should include the following:

Cost of the appraisal - \$5,500

Time at court daily rate of \$1,400 and half day rate of \$700

Other pre-trial consulting work billed at \$125 per hour

Thank you...Mary Ann

Mary Ann Maxwell
Town Comptroller
Town of Carmel
(845) 628-1500 ext 175
Fax (845) 628-7085
mam@ci.carmel.ny.us



BUILDING ENVELOPE
CONSULTING
FORENSIC RESTORATION
PARKING DESIGN
PLANNING



Parking Demand and Site Analysis

Mahopac Hamlet

Mahopac, NY

February 6, 2018

Prepared for:
Town of Carmel



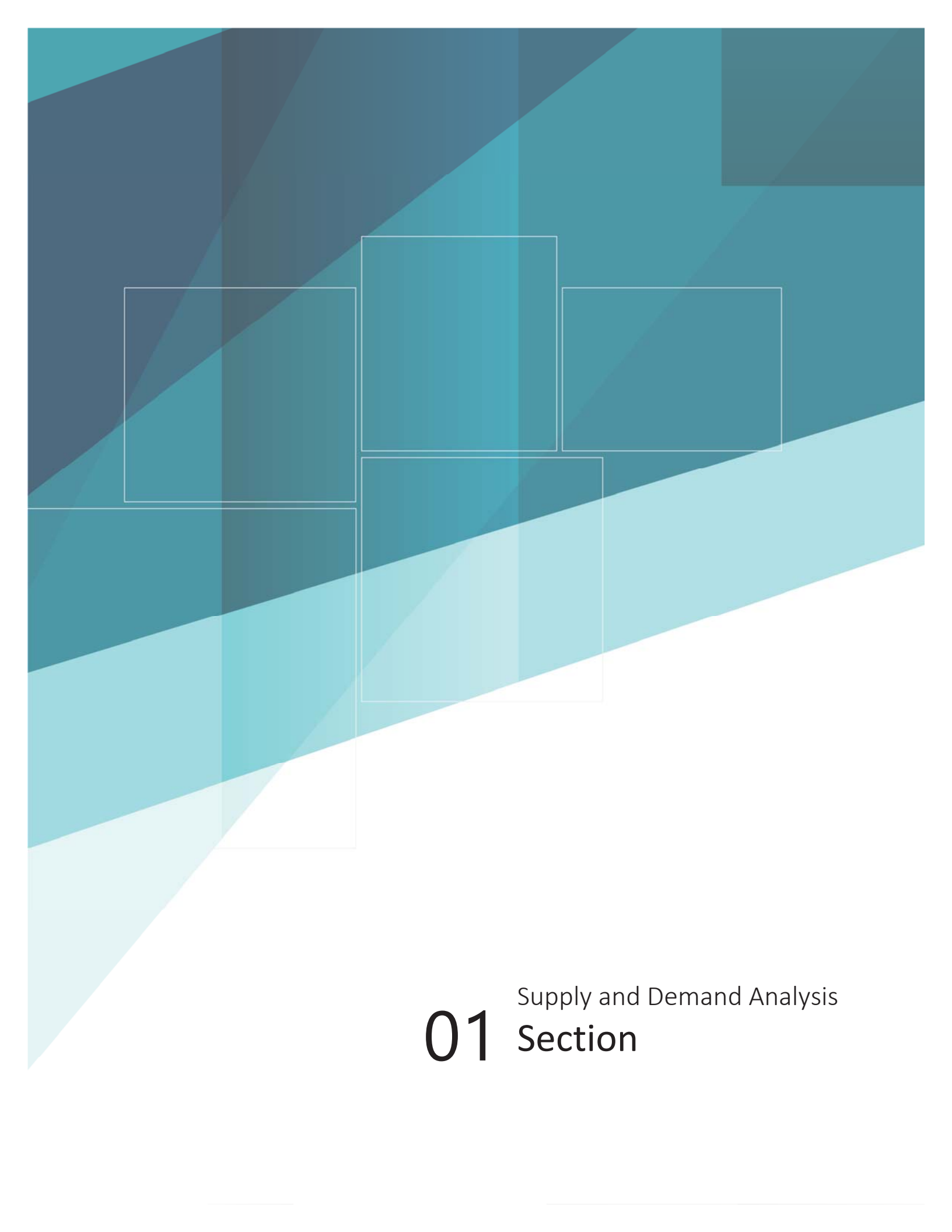
WALKER
CONSULTANTS

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Supply and Demand Analysis Section

SUPPLY AND DEMAND ANALYSIS

PROJECT BACKGROUND

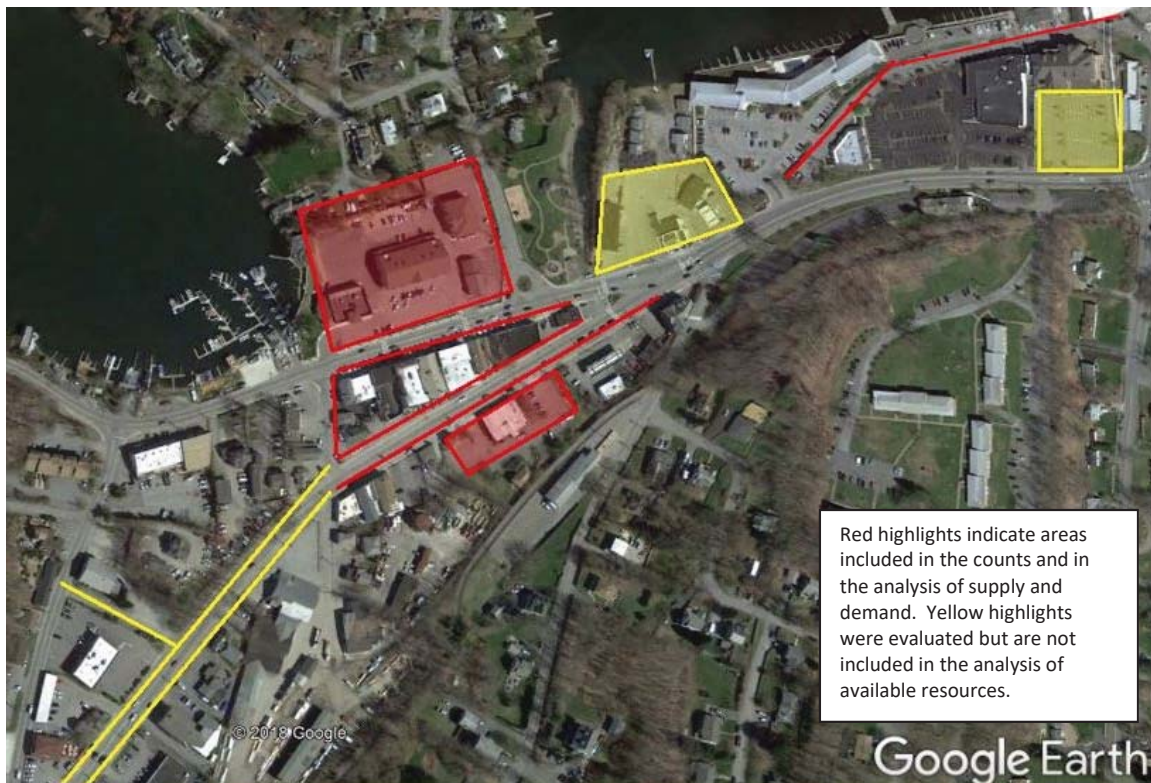
Walker was retained to evaluate parking challenges in the Mahopac Hamlet and assist the Town of Carmel in evaluating opportunities to ease shortages that the Hamlet experiences.

As part of the analysis, Walker was asked to look at parking demand in the Hamlet and evaluate the amount of overflow parking that is needed to provide better service. The study aims to project the number of spaces that are needed to create a parking system that provides adequate parking for residents, visitors, and employees in the area.

The study began after the summer season, which is the busiest time in Mahopac. To account for peak conditions, we used occupancy counts as the basis for a model of the Hamlet parking system at the time the study was undertaken, and then used the model to extrapolate to peak conditions.

EXISTING CONDITIONS

Figure 1: Study Area



Source: Google Earth Pro and Walker Consultants, 2018

Occupancy Counts were conducted on a Weekday and Saturday in December to establish demand patterns. Counts were conducted on street and in two off-street lots that serve private developments. Though generally private developments with on-site parking do not impact the public parking system in an area, we considered that these developments might generate demand beyond their surface parking during peak season and included them. Other lots that were considered to be more fully self-contained due to their location, such as the Library and Four Brothers lot, were omitted as were smaller private lots in the core area. The on-street parking counts included Marina Drive, Route 6N from the Route 6 intersection to Cherry Lane, and Route 6 from E. Lake Boulevard to Clark Place. Although we counted parking on Route 6 west of Cherry Lane, ultimately we excluded it from the parking analysis since it does not contain a significant number of spaces that are convenient enough to the core study area.

The results of the occupancy counts are shown in the tables below. Please note that striping in some areas was faded or non-existent, so inventories are estimated in many cases.

As is to be expected in the off season, there was a significant number of vacant spaces in the study area.

Table 1: Occupancy, Wednesday December 20, 2017

Resource	Location	Inventory	9:00 AM	11:00 AM	1:00 PM	3:00 PM	7:00 PM	% Occupied at Peak Hour
Route 6	Cherry to 6N	26	5	16	10	14	13	38%
Surface Parking	609 Rte 6	42	3	42	48	55	30	114%
Surface Parking	Mahopac Plaza	169	29	66	75	49	78	44%
Marina Drive	6 to E. Lake	48	13	15	14	22	18	29%
"Triangle Block"	6/6N/Cherry	51	9	30	36	27	36	71%
Total		336	59	169	183	167	175	52%

Source: Walker Consultants, 2018

Table 2: Occupancy, Saturday December 16, 2017

Resource	Location	Inventory	9:00 AM	11:00 AM	1:00 PM	3:00 PM	7:00 PM	% Occupied at Peak Hour
Route 6	Cherry to 6N	26	1	12	14	10	12	46%
Surface Parking	609 Rte 6	42	6	37	41	9	5	12%
Surface Parking	Mahopac Plaza	169	25	72	68	83	124	73%
Marina Drive	6 to E. Lake	48	19	15	14	22	18	38%
"Triangle Block"	6/6N/Cherry	51	9	30	36	27	36	71%
Total		336	60	166	173	151	195	58%

Source: Walker Consultants, 2018

EFFECTIVE SUPPLY

In analyzing the ability of a parking system to accommodate demand adequately, we consider that it is not generally feasible for a parking system to operate at 100% capacity. There are two reasons for this:

1. Some spaces are inevitably not useable at a given time. If a curb along Route 6 is long enough to accommodate two cars but someone parks right in the middle of the span, they have put one potential parking space out of business. Similarly, if someone parks over the line of a perpendicular space on Route 6N, then the next space is unusable. Spaces can also be unusable due to broken glass, pooling water, temporary construction, or other obstructions.

- When a parking system is too crowded, it becomes difficult for people to find spaces and they circle blocks looking for a space to become available. This leads to traffic impacts, excessive emissions, and frustrated retail patrons who may end up going elsewhere to eat or shop.

With this in mind, we assume that a parking system reaches its “effective” (realistically usable) capacity when it is between 85 and 95 percent occupied. Beyond that, circulation problems and frustration result. In Mahopac we use a 90 percent effective capacity. As shown in the tables below, the survey days still evidenced plenty of capacity.

Table 3 Effective Supply Analysis

SATURDAY					
Resource	Location	Inventory	Effective Inventory	Peak Hour (7 PM)	Parking Adequacy
Route 6	Cherry to 6N	26	23	12	11
Surface Parking	609 Rte 6	42	38	5	33
Surface Parking	Mahopac Plaza	169	152	124	28
Marina Drive	6 to E. Lake	48	43	18	25
"Triangle Block"	6/6N/Cherry	51	46	36	10
Total		336	302	195	107

WEEKDAY					
Resource	Location	Inventory	Effective Inventory	Peak Hour (1 PM)	Parking Adequacy
Route 6	Cherry to 6N	26	23	10	13
Surface Parking	609 Rte 6	42	38	48	(10)
Surface Parking	Mahopac Plaza	169	152	75	77
Marina Drive	6 to E. Lake	48	43	14	29
"Triangle Block"	6/6N/Cherry	51	46	36	10
Total		336	302	183	119

Source: Walker Consultants, 2018

PARKING DEMAND ANALYSIS

To understand the rate at which businesses in the town are likely to generate parking in the summer, the parking occupancy data was used as the basis to calibrate a shared parking model of the area. Shared parking is a methodology for understanding parking demand in a mixed-use area such as a downtown, where different types of land uses generate different levels of demand over the course of a day, week, and year. The model projects demand for each land use individually from 6 am until midnight on a weekday and weekend for each month, and finds the overall combined peak hour.

The model is based on published research by the Urban Land Institute, Institute of Transportation Engineers, and other research organizations, regarding parking patterns for various land uses such as retail, restaurants, residential buildings, and offices. The research establishes parking generation ratios for these land uses – the spaces generated per square foot (or per residential unit) of land use at that land use’s overall peak. The original research was conducted on stand-alone, suburban land uses to understand the patterns in the absence of mitigating factors such as heavy transit use, walk-in traffic, etc., so that we understand peak conditions. Adjustments are made in the course of modeling to account for transit and walk-in traffic.

In addition to looking at how much parking a square foot of land use generates, the research also examines hourly, weekly, and monthly patterns. This enables shared parking models to account for the mix of different patterns exhibited by different land uses (for example, an office that is busy during weekdays and empty nights and weekends while the neighboring cinema is nearly empty on weekdays but crowded nights and weekends). Generally speaking, a neighborhood, or even a single mixed-use development like Mahopac Plaza, does not need to provide all the parking that every land use would need at its individual peak, because of these variations in peak hours and peak days.

Once the model is giving us basic patterns for each land use, we adjust the demand to account for site-specific conditions such as alternative transportation (buses, car-share, bicycle, and walking) and for synergy between land uses that results in multiple venues being visited during one car trip. When someone who works in a dentist office in the Hamlet goes to a neighboring restaurant for lunch, no parking demand is associated with that restaurant visit because the car is already parked for the day in the area. Thus demand in a mixed-use area is usually lower than in an area of stand-alone uses where everyone drives from one parcel to the next. Adjusting for transit use and for the walkability and synergy of land uses in an area allows for a modeling process that is specific to the area in question rather than simply relying on national averages.

In Mahopac, the model has been further tailored to existing conditions by calibrating it to the actual counts. We ran a baseline model for the off-season and compared it to all the hours we counted. We adjusted the model to reflect the observed conditions. Once we calibrated it to the off-season conditions that are summarized by our occupancy counts, we are able to use the model to project what demand will be during peak months. We note that the model is a predictive tool, but local factors may influence findings.

In addition to the more typical land uses (retail, office, etc.), Mahopac has a park and two marinas. These were included in the model based on published data and on Walker's previous experience with parking demand for these types of venues.

FINDINGS

The model suggests that demand on a busy day in summer, when the marina and park are busy and the retail and restaurants are fully utilized, demand will increase by roughly 177 spaces, to a total demand for 372 spaces. This leaves a deficit of 70 spaces from the current effective supply of 302 spaces.

Under current conditions, this deficit is likely accommodated in several ways:

- People parking farther away than is convenient;
- People parking illegally in areas that are not meant for public parking;
- People going elsewhere;
- People circling until a space opens up.

So while people may find a space eventually, our model projects that in the summer season parking is at best inconvenient, and at worst it may be discouraging some would-be visitors. This is consistent with anecdotal information on the parking experience in summer.

To meet the deficit and provide an effective supply cushion for those cars, the Hamlet would need an additional 77 spaces. A further supply issue is that the perpendicular parking along 6N may be changed to parallel parking, which would result in a loss of 16 spaces. (There is potential that parallel parking will be added on the north side of the street, which would reduce the net loss to only four spaces, but for this analysis we use the more conservative assumption.

A summary of the demand findings is as follows.

Table 4: Projected Parking Needs

Off-season Peak (from Occupancy Counts)	195
Projected Additional Cars - Summer Saturday	<u>177</u>
Projected Summer Peak	372
Effective Supply	<u>302</u>
Deficit	-70
Effective Supply Adjustment for Deficit Spaces	<u>-7</u>
Spaces Needed for Current Peak	-77
Spaces Lost on 6N	<u>-16</u>
Total Spaces Needed	-93

Source: Walker Consultants, 2018

It is worth noting that we do not have information on growth plans for the Hamlet. If new development occurs on some parcels, or if retail converts to restaurants (the latter can generate five times as much demand as retail, but at different hours), demand may increase further.



02 Alternatives Analysis Section

ALTERNATIVES ANALYSIS

To analyze options to augment the parking supply, Walker performed a site feasibility evaluation of three potential development parcels. The location of the lots is shown in the figure below.

Figure 2: Sites Considered



Source: Google Earth Pro and Walker Consultants, 2018

The lots were selected by the Town, based on potential availability. Our evaluation does not include an analysis of the real estate issues (availability, cost of land), but focuses on development potential from a parking perspective.

It is important to note that our site studies are based on tax maps that may not be accurate. Given that the studies are conceptual in nature, meant to assist in planning by providing an estimate of the number of spaces

each parcel can accommodate, some inaccuracies in the available parcel information are not a problem. However, detailed site surveys should be performed in advance of design.

Similarly, we note that further work is needed by a civil and/or geotechnical engineer to review construction issues.

SITE STUDIES

SITE 1: MAHOPAC CHAMBER PARK AREA

The five parcels that collectively make up the first site we reviewed are located at the intersection of 6 and 6N and adjacent to Mahopac Chamber Park. The parcels have frontage on the lake that the Town would want to develop into an extension of the Chamber Park, potentially with a pedestrian bridge over the water. Obviously, the lot shown below can be reduced in size if more parkland is desired. The concept shows 150 spaces.

The lot would replace spaces currently used by the bank; these spaces could be reserved during bank hours and used by the public nights and weekends after the bank closes on Saturday (currently it closes at noon). The lot would also accommodate cars using the drive-through window. A conceptual plan for the lot is shown below. The lot includes a small building with restrooms and other space to serve the waterfront park. At this concept level, the building is meant to be a placeholder for future detailed design.

Figure 3: Site 1 Conceptual Layout



Source: Google Earth Pro, Putnam County eParcel, Walker Consultants, 2018.

Strengths:

- **Capacity:** The lot could support 150 spaces. The bank would use 15 of these spaces during weekdays and Saturday mornings.
- **Pedestrian access:** the lot provides easy pedestrian access to both Route 6N and Route 6 – the core shopping/dining streets. The traffic light at the intersection makes crossing to the south side of Route 6 easy. The lot also provides easy access to the adjacent Chamber Park, which may be particularly helpful if larger events are programmed in that space.
- **Driver access:** the location at the intersection of 6 and 6N is a good one for drivers, as it will have high visibility from any direction. Drivers coming from the east will pass it as they approach the core shopping streets and may choose to park there before searching for a space in the more crowded on-street areas. Drivers coming from the west will likely try to find parking on street near their destination first, but failing that the lot will be the first parking area after the “triangle” and will thus be easy to use as an alternative.

It's location at a major traffic signal will give it visibility as well. Assuming a left turn signal can be added, drivers from 6 as well as 6N should be able to access it easily.

- **Shared Use:** The bank will have 15 dedicated spaces during weekdays and Saturday mornings. These spaces can then be used by other destinations, which makes for an efficient use of space.
- **Safety Concerns:** Crime may not be an issue in the Hamlet, but it is worth noting that insofar as any surface lot should become the preferred location for employee parking. Employees leaving a restaurant later in the evening are sometimes concerned about walking to a parking lot that is remote. This lot's very visible location is a plus from this perspective.
- **Flexibility:** The lot is big enough to support construction of a garage at a later date if infill development or other growth warrants it. A garage is not needed at this time.

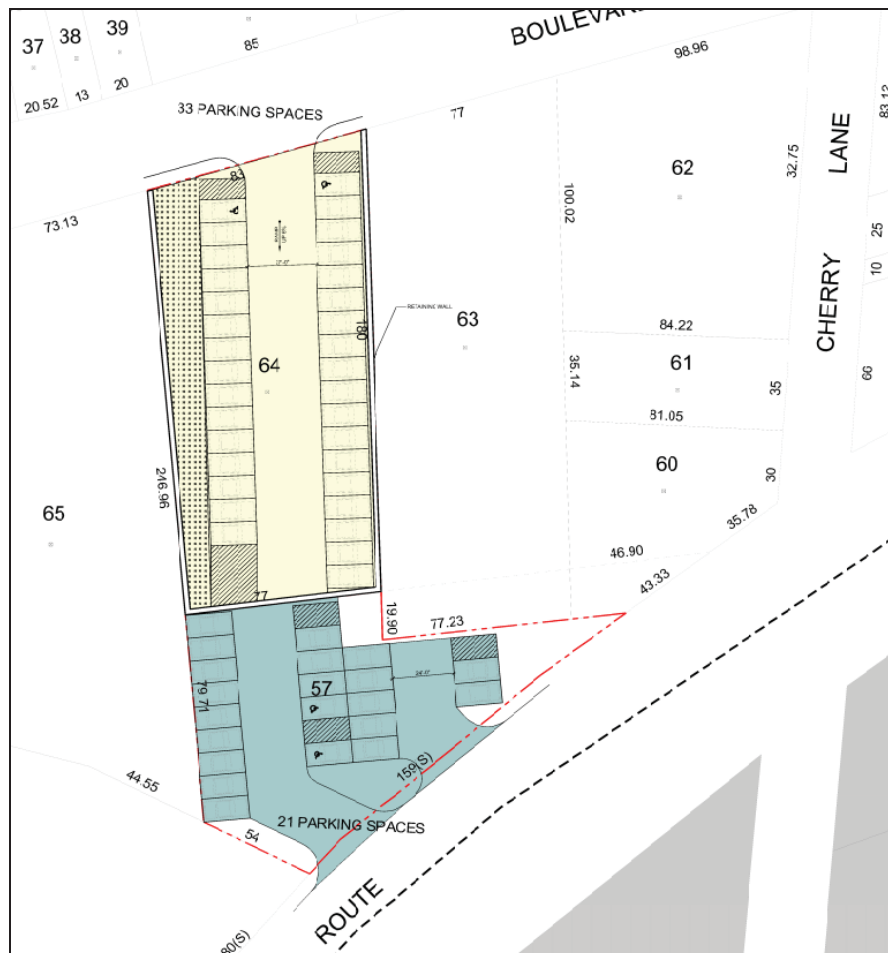
Limitations:

- The main challenge of the site is that it floods during rain storms. The lot should be evaluated to determine the cause, but it is likely that the level of the lot can be brought up through the use of geotextile fabric covered with compacted fill. This is a common solution, but it does add cost. Some additional drainage may be needed. An evaluation by a geotechnical and/or civil engineer is recommended to confirm the scope and extent of the solution. We estimate that if the entire lot needed to be covered, the cost might be up to \$80,000 to \$100,000, but we understand that only part of the lot has flooding issues, and the cost may be significantly less than that range assuming less fill is needed.
- While there are many pluses to having the lot in such a high visibility area, it also is something of a negative from an urban design standpoint, as it makes the streetscape less pedestrian friendly than one with storefronts. Augmented landscaping could improve the look of the lot from the street.
- The site has good development potential for waterfront residential units.

SITE 2: MARINA AREA

This parcel is located west of Cherry Street, and runs from Route 6 to Route 6N. There is an existing building that would be demolished. We do not have detailed topographical information for the lot, but the available data suggests that the grade change is upwards of 17' between the north and south ends of the lot, resulting in a slope too steep to park cars on. The cheapest development option would be to grade at an acceptable slope (two percent near entrances for ADA parking, up to six percent elsewhere) and put retaining wall in the middle of the lot. This would turn the lot into two separate lots, one with an entrance from Route 6 to create an upper lot, and one with an entrance from Route 6N to create a lower lot. This would give relatively flat lots and still allow access from both roads. The retaining wall would need to be on three sides, as shown by the double line on three sides of the lower (yellow) lot in the graphic below. Combined, the lots add 54 spaces to the Hamlet's inventory.

Figure 4: Site 2 Conceptual Layout



Source: Google Earth Pro, sdgnys.com, Walker Consultants, 2018.

Strengths:

- Vehicular access: cars can access the lot from both 6 and 6N.
- Pedestrian access: the lower lot is very convenient to the marina, which is a major generator in the summer and one that has little on-site parking.
- Aesthetics: Having the parking slightly out of the main pedestrian core is desirable from an urban design standpoint.
- Flexibility: The lot could be developed into a larger parking facility if needed, by extending the upper lot to Route 6N as a platform over the lower lot. This, however, does not result in a very significant space gain.

Limitations:

- Capacity: The demand study suggests that 54 spaces may not be adequate to comfortably accommodate summer peaks.
- Circulation: There is no flow through from 6 to 6N within the lot, meaning that if a driver tries to park on the lower (6N) side and can't find a space, s/he must drive out of the lot and around the block to try the upper (6) end of the lot.
- Constructability: The lot will require a retaining wall on three sides. More detailed design drawings would be needed to establish the extent and height of these walls for specific pricing.
- Pedestrian access: Although both the upper and lower lots are only a short walk to the "triangle," the location slightly outside the core and with less visibility make this lot less likely to be perceived as a desirable parking location to shoppers and diners.

SITE 3: CHERRY LANE

The Cherry Lane option is two parcels, one with access from the southern end of Cherry Lane, just north of the Putnam Trailway. A smaller lot has access from Route 6. The lots are joined by a narrow opening that is too narrow for cars but would provide pedestrian access from the back lot to Route 6 – a convenient alternative to walking out on Cherry Lane from the middle of the lot. The combined lots add 56 spaces to the Hamlet's inventory.

ROUTE 144.0

CHERRY LANE

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415.1

9

1.21 AC.

83.89

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Strengths:

- **Aesthetics:** The location behind Route 6 street makes this lot less visible from the main streets, which is nice from an aesthetic standpoint.
- **Pedestrian access:** The smaller lot with direct access to Route 6 is helpful for making the larger back parcel more convenient for pedestrians than it would be on its own.
- **Land use:** Limited access to the street may make this parcel less viable for other commercial development; using it for parking is efficient use of space.

- **Capacity:** The demand study suggests that 54 spaces may not be adequate to comfortably accommodate summer peaks.
- **Vehicular access:** the location at the end of a smaller street makes the lot less intuitive to find. However, signage can help overcome that.

- Pedestrian access: while the lot is accessible to Route 6, it is less desirable for people whose destination is Route 6N. Since many of the stores on Route 6 have off-street parking while the south side of Route 6N has no off-street parking, convenient parking for Route 6N is perhaps more pressing.
- The surface lots should be used for employee parking to the extent possible. Crime may not be a concern in the Hamlet, but some employees leaving restaurants late are uncomfortable parking in a location that does not have visibility from the street.
- Flexibility: The site does not have adequate dimensions to support a garage if one is needed in the future.

COMPARISON OF SITES

The table below distills the strength and weakness analysis down to a numerical ranking of each site. Key attributes are ranked from 1 to 5 (1 being weak for the attribute, 5 being strong). It is important to note that the opinions of probable cost shown in the table are based on information from published sources, Walker's background experience, and data provided from similar work done by the Town previously. The latter closely aligns with Walker's data. However, there are many unknowns with each of these sites, including demolition issues, the extent of landscaping desired, and underlying site conditions, that will impact costs of construction. We have augmented baseline per-square-foot construction costs to account for these unknowns, using a 25 percent increase at the low end and a 50 percent increase at the high end. Site surveys are needed to produce a tailored cost estimate. We recommend the Town engage its civil engineers for survey work and refined cost projections.

Table 5: Site Comparison Matrix

	Parcel 1 Mahopac Chamber Park	Parcel 2 Marina Area	Parcel 3 Cherry Lane
Net Spaces	150	54	56
Square footage	49,119	22,568	25,362
Opinion of Probable Cost (Parking Only) ⁽¹⁾	\$ 868,000 - \$ 1,041,000	\$ 399,000 - \$ 478,000	\$ 448,000 - \$ 538,000
Other construction considerations ⁽²⁾	\$ 55,000 - \$ 98,000	TBD	TBD
Stalls Added	5	3	3
Vehicular Access	5	2	3
Pedestrian Access	5	3.5	3.5
Aesthetics	2	4	5
Future Additions Potential	5	3	1
Ease of Use	5	3	2
Average Score	4.5	3.1	2.9

Notes:

(1) An engineering survey is needed to project costs more accurately. The costs shown above provide a range depending on extent of demolition and desired landscaping. Core permit costs are not included. The Town may be able to save demolition costs if it can provide this service internally.

(2) Opinion of Probable Cost for fill to raise lot up to prevent flooding. Survey by a civil engineer is recommended to understand flooding issue. Note that the projected cost is based on a cost of \$18 per cubic yard of fill, assuming the whole lot needs a 3' depth. This is a conservative assumption, as the flooding does not currently impact the entire lot and fill may not be needed all the way to the street. Costs for the retaining wall on Parcel 2 and any special remediation on Parcel 3 cannot be determined without additional survey work by a civil engineer.

Source: Walker Consultants, 2018

The analysis suggests that Site 1 is in most respects the best option. From a planning perspective, its only significant weakness is aesthetics. That said, the block it is on is already dominated by surface lots and is not likely to become a storefront-oriented block. In addition, the aesthetics of a large, prominent surface lot can be mitigated if some potential spaces within the lot are used for landscaping instead. From a financial standpoint, clearly it is a larger investment than the other lots, but it does provide a significantly greater resource.

HAROLD GARY
Chairman
CRAIG PAEPRER
Vice-Chairman

BOARD MEMBERS

ANTHONY GIANNICO
DAVE FURFARO
CARL STONE
KIM KUGLER
RAYMOND COTE

**TOWN OF CARMEL
PLANNING BOARD**



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 – Ext.190
www.ci.carmel.ny.us

MICHAEL CARNAZZA
*Director of Code
Enforcement*

RICHARD FRANZETTI, P.E.
Town Engineer

PATRICK CLEARY,
AICP, CEP, PP, LEED AP
Town Planner

VINCENT FRANZE
Architectural Consultant

MEMORANDUM

To: Town Board

From: Rose Trombetta

Date: January 19, 2018

Subject: **Bond Return** – McDonald's USA, LLC. – TM – 55.11-1-41
– Bond Register #788

On November 29, 2017 the Planning Board passed a motion recommending the full bond return for the above captioned property.

Attached is a fully executed bond application form and Town Engineer, Richard Franzetti's memo dated August 9, 2017 and Director of Code Enforcement, Michael Carnazza's memo dated August 16, 2017.



Planning Board / Environmental Conservation Board
Town of Carmel - Town Hall
Mahopac, New York 10541

Subdivision - Site Plan Bond Application

~~Wetland - Tree Cutting Application~~

Bond Amount \$320,000.00

Inspection Fee \$16,000.00 - Paid

Bond Register No. 788

Tax Map # 55.11-1-41

Filing Date 12/26/17

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$ 320,000.00. Said bond was fixed by Resolution of the Planning Board/Environmental Conservation Board on (date) June 12, 2013 for the construction and completion of improvements described on a map on file with the Planning Board/Environmental Conservation Board.

Applicant's Name: McDonald's Real Estate Company - Attn: Gabriela Goncalves

Applicant's Address: One McDonald's Plaza, Oak Brook, IL 60523 43 Carmo Pl. Colonia, NJ 07067

Applicant's Telephone Number: 908-265-9197

Email: Gabriela.Goncalves@us.mcd.com

Map Entitled: McDonald's USA, LLC. Property Address: 1931 Route 6, Carmel Last Revised 6/19/2013

Applicant's Signature _____

Town Engineer's Signature _____

Bonding Company Liberty Mutual Surety Bond # 404008034 Bond Expires _____

The above application is in order and is approved this _____ day of _____ 20____.

By _____

By _____

Chairman, Planning Board

Chairman, Environmental Conservation Board

Application for Bond Return XXXX

Bond Reduction _____

The undersigned hereby applies for bond return/reduction heretofore filed in accordance with the Town of Carmel regulations and hereby affirms that he has completed the required improvements in accordance with the specifications applicable hereto for bond return/reduction.

Date 1/3/18 Applicant's Signature *[Signature]*

I inspected the improvements on the above captioned site during construction and after completion and hereby authorize the bond filed by _____ to be reduced to \$ _____.

Date _____ Town Engineer's Signature _____

OR

I have inspected the above mentioned improvements and find same to meet the applicable specifications and hereby recommend that the applicant be completely released from the obligation of said bond.

Date 1/3/18 Town Engineer's Signature *[Signature]*

Date 1/18/18 Planning Board Chairman *[Signature]*

Date _____ Environmental Conservation Board Chairman _____

Approved by the Town Board at a meeting on _____

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 Planning Board

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

Date: August 9, 2017

Re: McDonalds Bond Reduction Request - TM# 55.11-1-41

In response to the attached request by the referenced above applicant, a representative of the Engineering Department performed a field inspection of the referenced property on August 8, 2017 to evaluate the current status of the site construction, for the purpose of determining whether a bond return was warranted. The results of our investigation are presented below.

The original bond amount of \$320,000.00 was posted on June 19, 2013. Based upon our inspection all the site improvements required pursuant to the Board's Site Plan approval have now been completed. On this basis, this Department recommends that the remainder of the bond, \$320,000.00, be released.

We trust that this is adequate for your needs. If you have any questions, please don't hesitate to contact me.

Michael G Carnazza
Director Of Code Enforcement

Kenneth Schmitt
Supervisor



60 McAlpin Ave.
Mahopac, N.Y. 10541

MEMORANDUM

TO: Chairman Harold Gary and Members of the Town of Carmel
Planning Board.

FROM: Michael G. Carnazza, Director of Code Enforcement

DATE: August 16, 2017

RE: Bond Return for McDonalds TM 55.11-1-41

I inspected the site on 8/15/2017 and found full compliance with the approved site plan as it pertains to zoning.

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board

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

Date: January 30, 2018

Re: Lake Casse and Teakettle Lake Dams – Engineering Assessment

As the Board is aware the Town of Carmel is responsible for the Lake Casse, Upper Teakettle and Teakettle Dams. These three (3) dams are currently classified Class B – intermediate hazard dams.

Per the attached correspondence from the New York State Department of Environmental Conservation (NYSDEC), the EA was due in August of 2015. They need to be performed every 10 years thereafter. In addition, based on that attached correspondence from the NYSDEC regarding the Teakettle dams, "...it may be possible to justify lowering the hazard class to Class A - Low Hazard for both dams."

The Engineering Department requested proposals to perform the EA for these dams and as part the proposal requested a separate cost break down to perform the Hazard Classification analysis. The Board should note that the Hazard Class analysis is part of the EA and if the Hazard Analysis lowers the classification of the dam to a Class A then the remainder of the EA is not required.

The following summarizes the attached costs received for this proposal:

	Woldt Engineering	Schnabel Engineering
Hazard Classification	\$14,500 (\$4,833.33 per dam)	\$26,700 (\$8,900 per dam)
EA	Range - \$34,500 to \$49,500 (\$11,500 to \$16,500 per dam)	Not to exceed \$61,800 (\$20,600 per dam)

It should be noted that this work involves evaluations on behalf of two (2) separate Park Districts. Per the attached, there are sufficient funds in the Lake Casse and Teakettle Lake budgets for this work.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Flood Protection and Dam Safety
625 Broadway, Albany, New York 12233-3504
P: (518) 402-8185 | F: (518) 402-9029
www.dec.ny.gov

December 22, 2017

Mr. Richard Franzetti, P.E., Town Engineer
Town of Carmel
Town Hall
60 McAlpin Avenue
Mahopac, NY 10541

Re: Tea Kettle Spout Dam
DEC ID# 231-4784
Carmel (T), Putnam County

Re: Upper Tea Kettle Spout Dam
DEC ID# 231-1406
Carmel (T), Putnam County

Dear Mr. Franzetti:

Mr. Alon Dominitz and I conducted a routine visual inspection at the above referenced dams on December 7, 2017 as part of the Department of Environmental Conservation's (Department) ongoing Dam Safety program. I am writing to you because it is my understanding that you are, or represent, the owner of this structure. The left/right nomenclature used in this letter and in the enclosed Visual Observation Report is based on looking downstream from the center of the dam's crest.

Tea Kettle Spout Dam

The following observations were noted during the visual inspection:

- Mature trees and brush were observed to be growing on the upstream and downstream embankments as well as the dam crest. The trees and brush should be removed to allow for proper inspection of the dam embankments and prevent the root systems from damaging the dam.
- A large crack was observed in the left non-over flow section as well as a large area of undermined concrete on the downstream face of the left non-overflow section. This area should be monitored and repaired to prevent further deterioration of the concrete.
- An area of potential seepage was observed on the left downstream embankment. This area and any other areas of potential seepage should be monitored on a regular basis for any signs of change in amount of flow or turbidity.

- The fish screen upstream of the service spillway can collect debris and potentially cause a rise in water surface elevation behind the dam. Please inspect the fish screen on a routine basis to remove any debris to prevent this condition from occurring.

Upper Tea Kettle Spout Dam

The following observations were noted during the visual inspection:

- Mature trees and brush were observed to be growing on the upstream and downstream embankments as well as the dam crest. The trees and brush should be removed to allow for proper inspection of the dam embankments and the root systems can provide seepage paths through the dam.
- The service spillway and auxiliary spillway outlet pipes were both submerged by the downstream plunge pool. The plunge pool outlet should be regraded to allow for proper hydraulic function of the outlet pipes.
- The trash rack on the service spillway inlet riser and the fencing around the auxiliary spillway riser can become clogged with debris, potentially causing an increase in the water surface elevation behind the dam. Please ensure the screens are inspected regularly to prevent a buildup of debris.

The following table summarizes the current status of compliance for these dams for those sections of the regulations that have specific deadlines for compliance.

Compliance Status Table

<u>Citation</u>	<u>Requirement</u>	<u>Status</u>
673.6	Develop and implement an Inspection & Maintenance (I&M) Plan by August 19, 2010.	An I&M Plan must be available for review, if requested.
673.7	Develop and submit to the Department an Emergency Action Plan (EAP) no later than August 19, 2011, and review and update annually thereafter. To be considered "final" a completed Promulgation and Concurrence (P&C) form must also be submitted indicating that the EAP has been distributed to and coordinated with local emergency responders.	EAPs have been submitted for both dams dated 2/7/2017. Please review and provide any updates for the 2018 calendar year.
673.8	Submit an Annual Certification to the Department by January 31 st of each year (covering the previous calendar year).	2016 Annual Certifications have been received for both dams. Please submit the 2017 Annual Certifications by January 31, 2018.

673.13	The first Engineering Assessment (EA) of a Class B dam is due no later than August 19, 2015, and a full Engineering Assessment is due every 10 years thereafter.	VIOLATION – EAs have not been received for these dams. Please submits the EAs as soon as possible.
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The full text of the revised 6 NYCRR Part 608 and Part 673, along with technical guidance, templates and forms can be downloaded from the Dam Safety webpage at: <http://www.dec.ny.gov/lands/4991.html>.

Deficiencies may exist beyond those identified here. The Department's visual inspections are not intended to take the place of a comprehensive engineering evaluation by a professional engineer. The Department's inspection observations and notes should not be relied on for "risk management/assessment" or other financially based determinations.

A desktop review of downstream conditions indicates that it may be possible to justify lowering the hazard class to Class A - Low Hazard for both dams. If you choose to pursue this reclassification, then note that a more detailed evaluation of downstream hazards by a P.E. experienced in dam safety will be required. Also, please note that changes in downstream development can result in the hazard class being upgraded again.

Please keep in mind that any repair or construction activities related to the dam may require permits from Department. Well before beginning work on the dam, please check with the Regional Permit Administrator at the Department's Region 3 – New Paltz office at (845) 256-3054 to see if any permits are required.

If you have any questions, please feel free to contact me by phone at 518-402-8148, or by e-mail at jennifer.ross@dec.ny.gov.

Sincerely,



Jennifer Ross
Assistant Engineer
Dam Safety Section

ec w/ enc: Kenneth Schmitt, Supervisor, Town of Carmel
Berhanu Gonfa, DEC Region 3, Dam Safety Representative
Shohreh Karimipour, DEC Region 3, Regional Water Engineer
John Petronella, DEC Region 3, Regional Permit Administrator
Anthony Sutton, Putnam County Bureau of Emergency Services

bcc w/ enc: Project file
bcc w/o enc: Daybook

L:\DOW\BFPDS\DAM SAFETY\Dam Inventory\Region 3\Putnam\231-4784 Tea Kettle
Spout Lake Dam\2017-12-07 Inspection\letter.dam.231-4784.231-1406.2017-12-
21.TeaKettleSpout&UpperTeaKettleSpout2017Inspection.docx

New York State Department of Environmental Conservation
Bureau of Flood Protection and Dam Safety



Visual Observations

DAM NAME Teakettle Spout Lake Dam
STATE ID 231-4784 SECTION C HAZARD CODE B
COUNTY Putnam INSPECTION DATE 12/7/2017
NEAREST DS CITY/TOWN Lincolndale INSPECTOR(S) JER/AXD
OWNER'S NAME TOWN OF CARMEL
DOWNSTREAM HAZARD Intermediate TOWNSHIP Town of Carmel

WATER LEVEL BEHIND DAM Approximately 1/2 inch over spillway weir.

DRAIN OPERATION Unknown

DEFICIENCIES

<input checked="" type="checkbox"/>	1)Seepage	<input checked="" type="checkbox"/>	4)Maintenance	<input checked="" type="checkbox"/>	7)Cracking
<input type="checkbox"/>	2)Slope Stability	<input checked="" type="checkbox"/>	5)Surficial Deterioration	<input type="checkbox"/>	8)Movement/Misalignment
<input checked="" type="checkbox"/>	3)Undesirable Growth	<input checked="" type="checkbox"/>	6)Voids	<input type="checkbox"/>	9)Data

—Richard Franzetti, P.E., Town Engineer accompanied us during the inspection.

Upstream:

—Mature trees and brush were observed on the upstream embankments.

Dam Crest:

—Mature trees and brush were observed on the dam crest.

Downstream:

—Mature trees and brush were observed on the downstream embankments.

—Cracking and deterioration of the concrete on the downstream left non-over flow section was observed. Exposed rebar and seepage were also observed from the voids in the concrete.

—Potential seepage was observed on the left downstream embankment.

—Concrete deterioration was observed on the right downstream non-over flow section.

Service Spillway:

—Concrete deterioration was observed on the service spillway weir.

—Fish screen upstream of service spillway may catch debris and cause an increase in water surface elevation.



Photo 1 Dam ID# 231-4784 Teakettle Spout Lake Dam 12/07/2017
Dam crest from left abutment.



Photo 2 Dam ID# 231-4784 Teakettle Spout Lake Dam 12/07/2017
Fish screen upstream of service spillway.



Photo 3 Dam ID# 231-4784 Teakettle Spout Lake Dam 12/07/2017
Concrete non-overflow sections and spillway weir.



Photo 4 Dam ID# 231-4784 Teakettle Spout Lake Dam 12/07/2017
Downstream channel.



Photo 5 Dam ID# 231-4784 Teakettle Spout Lake Dam 12/07/2017
Right dam embankment as viewed from left side of spillway.



Photo 6 Dam ID# 231-4784 Teakettle Spout Lake Dam 12/07/2017
Left upstream embankment.



Photo 7 Dam ID# 231-4784 Teakettle Spout Lake Dam 12/07/2017
Concrete deterioration and voids on downstream left non-overflow section.



Photo 8 Dam ID# 231-4784 Teakettle Spout Lake Dam 12/07/2017
Downstream view of service spillway and non-overflow sections.

**New York State Department of Environmental Conservation
Bureau of Flood Protection and Dam Safety**



Visual Observations

DAM NAME Upper Teakettle Spout Lake Dam
STATE ID 231-1406 *SECTION* C *HAZARD CODE* B
COUNTY Putnam *INSPECTION DATE* 12/7/2017
NEAREST DS CITY/TOWN Lake Lincolndale *INSPECTOR(S)* JER/AXD
OWNER'S NAME TOWN OF CARMEL
DOWNSTREAM HAZARD Intermediate *TOWNSHIP* Town of Carmel

WATER LEVEL BEHIND DAM Approximately 1-2 inches over spillway crest.

DRAIN OPERATION Unknown

DEFICIENCIES

<input type="checkbox"/>	1)Seepage	<input checked="" type="checkbox"/>	4)Maintenance	<input type="checkbox"/>	7)Cracking
<input type="checkbox"/>	2)Slope Stability	<input type="checkbox"/>	5)Surficial Deterioration	<input type="checkbox"/>	8)Movement/Misalignment
<input checked="" type="checkbox"/>	3)Undesirable Growth	<input type="checkbox"/>	6)Voids	<input type="checkbox"/>	9)Data

Upstream:

–Mature trees and brush were observed on the upstream embankment.

Dam Crest:

–Brush and a fallen tree were observed on the dam crest. A low spot was observed on the crest near the center of the dam.

Downstream:

–Mature trees and brush were observed on the downstream embankment.

Service Spillway:

–Some leafy debris was observed on the spillway inlet trash rack.

Auxiliary Spillway:

–The auxiliary spillway inlet was observed to be surrounded by fencing.

Outlet Conduit:

–The two outlet conduits for the service spillway and auxiliary spillway were observed to be submerged by the outlet plunge pool.



Photo 1 Dam ID# 231-1406 Upper Teakettle Spout Lake Dam 12/07/2017
Dam crest from right abutment.



Photo 2 Dam ID# 231-1406 Upper Teakettle Spout Lake Dam 12/07/2017
Service spillway and auxiliary spillway riser inlets.



Photo 3 Dam ID# 231-1406 Upper Teakettle Spout Lake Dam 12/07/2017
Upstream embankment from left side dam crest.



Photo 4 Dam ID# 231-1406 Upper Teakettle Spout Lake Dam 12/07/2017
Downstream embankment from downstream toe.



Photo 6 Dam ID# 231-1406 Upper Teakettle Spout Lake Dam 12/07/2017
Submerged outlet pipes in plunge pool.



January 22rd, 2018

Mr. Richard Franzetti, P.E., BCEE, LEED^{AP}
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10451

Reference: Hazard Classification Study/Engineering Assessments
Upper Tea Kettle Dam NYSDEC ID# 231-4784
Tea Kettle Sprout Dam NYSDEC ID # 231-1406
Lake Casse Dam, NYSDEC ID# 231-1797

Dear Mr. Franzetti:

Per our discussions and review of existing materials that you have forwarded to us, I have prepared the following letter agreement for the referenced project:

Scope of Services

Woidt Engineering & Consulting, PC (WEC) will perform the Scope of Services for the Town of Carmel (Owner) as described in Attachment A.

Fees & Payment Schedule

WEC will complete the Scope of Services on a lump sum basis. As noted in Attachment A, the Scope of Services will be broken down into two (2) phases. Phase 1 Services are identified in detail in Attachment A but generally include completion of hazard classification studies for the three dams referenced above. The lump sum fee estimate for Phase 1 Services is \$14,500.00.

Phase 2 services are discussed in detail in Appendix A. Phase 2 services will only be advanced for dams that maintain their current hazard classification of B or intermediate. Since it is unknown at this time how many dams will meet this condition and if geotechnical exploration costs will be required or not, we estimate the cost of completion of Phase 2 services will range from \$20,000.00 to \$35,000.00. See Attachment A for fee range assumptions. Based on the above, the total project fee could range from a low of \$14,500.00 (if all three dams can be lowered to a low, "A", hazard classification) to a high fee estimate of \$49,500.00 (if all dams remain an intermediate "B" hazard classification and a geotechnical exploration program is required for all three dams).

Additional extra work and associated billings exceeding the estimated amount, if required, will be negotiated with Owner prior to commencing additional work effort. WEC will invoice Owner on a monthly basis. Payments are due within 30 days of invoicing.

Schedule

WEC will begin work once a notice to proceed is given to WEC from the Owner. It is estimated that WEC can complete Phase 1 services within approximately 2 months. A schedule for Phase 2 services will be provided based on the results of Phase 1.

Conditions of Proposal

1. WEC cannot guarantee approval of any application for this or any project. No such guarantee implied or otherwise will be construed from this proposal.
2. The services provided by WEC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
3. WEC shall neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work performed by the Owner, its General Contractor or any Subcontractors.
4. WEC shall have no responsibility for the discovery, testing, handling, removal or disposal of Asbestos, PCB, Lead, Silica Fumes or other toxic and hazardous materials in any form on the project site.
5. To the fullest extent permitted by law, and in consideration of the higher risks associated with this project, WEC's total liability to client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project, or this proposal for any cause or causes, including but not limited to WEC negligence, errors omissions, breach of contract or breach of warranty shall not exceed the total cost of this contract.
6. These "Conditions of Proposal" are hereby made part of this Agreement.

Kindly execute both copies of the agreement and return one signed copy of this agreement to our office to serve as your authorization for us to proceed on this work. This proposal is valid for ninety (90) days from the date of this letter. If you have any questions please do not hesitate to call.

Sincerely yours,

Charles F. Woidt Jr.

Charles F. "Rick" Woidt, Jr., P.E., CFM
President

Accepted by: _____ **Date:** _____
(Signature)

(Print Name/Title)



"Attachment A"

Scope of Services

**Upper Tea Kettle Dam; Tea Kettle Sprout Dam; and Lake Casse Dam
Hazard Class Verification/Study & Engineering Assessment
Town of Carmel, Putnam County, NY**

General

Woidt Engineering & Consulting, PC (WEC) will provide engineering services to the Town of Carmel (Dam Owner) to perform dam safety investigations of Upper Tea Kettle Dam NYSDEC ID# 231-4784, Tea Kettle Sprout Dam NYSDEC ID # 231-1406 and Lake Casse Dam, NYSDEC ID# 231-1797. All three dams are currently classified as B or Intermediate Hazard Dams. It is proposed that the project scope be broken down into two phases.

Phase 1 work effort will include field investigations, hydrologic and hydraulic analysis, verification of hazard class, preparation of a hazard classification summary letter and coordination with NYSDEC Dam Safety. It is noted that NYSDEC Dam Safety has suggested that a lower hazard classification for the dams (A or Low) may be justified if an appropriate hazard classification study is prepared and approved to support such a conclusion.

Phase 2 services will include necessary tasks to complete an Engineering Assessment in accordance with NYSDEC Dam Safety guidelines. Phase 2 services will only be advanced on the dams whose hazard class can't be reduced to A or low. Completion of Engineering Assessments will not be completed for the dams that can successfully have their respective hazard class reduced to "A", or low. If Phase 2 services are required, an embankment stability assessment will be required for each of the "B" or intermediate hazard dams. A structural stability assessment for the concrete spillway and overflow section of the Tea Kettle Sprout Dam may also be required. Since the soil conditions and availability of soil information is unknown at this time, we have provided a probable fee range for completion of the stability assessment. The low range for stability analysis assumes that a geotechnical exploration program for all three dams and a structural assessment of the concrete spillway and overflow section at Tea Kettle Sprout Dam will not be required. The upper fee range assumes that a geotechnical exploration program will be required at all three dams as well as the structural assessment of the concrete spillway and overflow section of the Tea Kettle Sprout Dam. These fee ranges are identified in the attached contract letter.

Phase 1 - Scope of Services

Task 1 – Field Investigations

WEC has reviewed previously prepared hydrologic, hydraulic and dam break analyses prepared by others and will utilize the survey, mapping and dam measurements from those studies to limit the amount of downstream data collection. WEC will visit each of the dam sites and the downstream inundation areas to confirm that the existing data from the previous studies are still valid. If necessary, WEC will obtain the lowest floor elevations of occupied structures that were not obtained in the previous studies. It is assumed that additional surveyed stream sections will not be required and information from the previous studies and available mapping sources (2009 LiDAR 2' contour interval mapping) will be sufficient to analyze the downstream conditions to support determining the hazard classification.

Task 2 – Hydrologic and Hydraulic Analysis

WEC will review the previous hydrologic, hydraulic and dambreak analyses prepared by others for each of the dams. If necessary, WEC will modify and update the analysis with the data obtained in Task 1 as well as for other suggested modifications. The analysis will require development of inflow hydrographs, reservoir routings and confirmation of the spillway capacity of each of the dams. The dam analysis will be in accordance with NYSDEC guidelines and will include analysis of a Spillway Design Flood (150% of a 100-Year Flood for an Intermediate Hazard - Class B dam).

WEC will also develop inflow hydrographs for a 100-year spillway design flood that is the spillway design flood for a low (A) hazard dam. The appropriate Spillway Design Flood (SDF) for each dam will be determined after confirmation and NYSDEC approval of the hazard class verification (Task 3).

Task 3 - Hazard Class Verification/Downstream Hazard Assessment

It is noted that the existing hazard class of all three dams are currently B (intermediate). Initial desk top review indicates that additional detailed dam break analysis will be required to determine an appropriate hazard class. As such, WEC will perform a dam break analysis for each dam utilizing the dam break and channel routing functions of either the US Army Corps of Engineers HEC-HMS, HEC-RAS or HydroCAD computer programs. The dam break analysis will include a sunny day dam failure that may control the hazard classification.

It is noted that previous dambreak analysis was performed by others. WEC will review the methodology and parameters used in those studies and if necessary, will modify the analysis and methodology to conform to procedures identified in NYSDEC Dam Safety "TOGS 3.1.5 - Guidance for Dam Hazard Classification".

From the results of the updated dam break analysis, WEC will either confirm the existing inundation mapping limits or update the inundation mapping for each of the dams. WEC will then make a recommendation on what hazard class is most appropriate for each of the dams. The inundation mapping, along with a brief letter report (Task 4), will be submitted to NYSDEC Dam Safety for review and approval.

Task 4 - Letter Report - Hazard Classification

WEC will provide Owner two (2) copies of a brief letter report that will summarize the methodology of the investigation and will offer an opinion if the existing hazard class for each dam is appropriate or should be modified. Based on our initial discussions, it is possible that a case may be made to lower one or more of the dams' hazard class to low (A). This is contingent on the findings of the analysis and if a hazard class of "A" can be recommended in accordance with NYSDEC Dam Safety "TOGS 3.1.5 - Guidance for Dam Hazard Classification". One copy of the letter report will be forwarded to NYSDEC Dam Safety for their review and concurrence.

Phase 2 Services (only for dams that will remain "B" hazard dams)**Task 5 – Dam Safety Visual Inspection & Report/Dam Record Review**

WEC will review previously prepared inspection reports prepared by the Town of Carmel Engineer and will provide comments relative to their completeness and content. It is assumed that these reports will satisfy the requirements of NYSDEC Dam Safety Inspection Report and that a 2018 visual inspection report will not be required. WEC will also perform a historical record review of available dam files (from owner and NYSDEC Dam Safety) including past inspection reports, studies, design and as-built plans.

Task 6 – Evaluation of Dam's Structural Stability

Required dam stability analysis will be conducted for each of the embankment sections of the Class B hazard dams in accordance with NYSDEC Dam Safety guidelines. The stability assessment will include:

- Site visit to observe site conditions
- Develop material parameters for use in the analyses
- Perform seepage analysis to estimate the pore pressures within the dams under steady state condition at the normal pool level and the flood pool level
- Perform stability analyses during normal pool level, flood pool level and under earthquake load condition for the maximum section of the earth embankments and for the concrete gravity spillway structure at Tea Kettle Sprout Dam
- Prepare a brief report that presents the methodology used and the results of the seepage and stability analyses

Task 7 – Evaluation of the Dam's Reservoir Drain Capacity

WEC will utilize the HydroCAD Version 10.0 software program to determine the reservoir drain and drawdown capacity of each dam and will verify if it meets current NYSDEC design criteria. If the existing drawdown capacity is inadequate, WEC will analyze and suggest additional measures (siphons, pumps, etc.) that will provide the drawdown capacity.

Task 8 – Review of Inspection & Maintenance Plan (IMP) and Emergency Action Plan (EAP)

For the dams that remain a B hazard class, WEC will review the existing EAP for each of the dams and verify with the owner that pertinent contact information in the EAP is current. WEC will also review the available IMP's for format and completeness. It is assumed that the EAP's and IMP are in generally good order and that the level of effort for this task will be limited to 2 hours per dam.

Task 9 - Engineering Assessment Report

WEC will prepare an Engineering Assessment Report that will discuss and include Tasks 1 through 8. The Engineering Assessment Report will provide conclusions pertaining to the dam's condition and hazard class, as well as its conformance with current NYSDEC dam safety regulations and safety criteria. The report will also note any dam safety deficiencies and will provide recommendations for future action including a proposed schedule for improvements (if required). Appropriate technical calculations and supporting computer analysis will be provided in an appendix of the report.

Proposal Assumptions

1. It is assumed that WEC will be able to access private property and obtain needed downstream data to verify the hazard class.
2. Project deliverables will be in PDF electronic format. WEC will also provide two (2) hard copies of the letter report (Task 4) and if necessary, the Engineering Assessment Report (Phase 2 services).
3. WEC will be authorized to obtain and review available NYSDEC Dam Safety files.
4. If necessary, WEC will update inundation flooding extents using available LiDAR mapping (2009) and available survey and mapping obtained in previous studies.
5. If initial results clearly show that the hazard class for one or all of the dams can't be lowered to Low, "A", then WEC will notify the owner and will not proceed with the completion of Task 4 and instead will wait for authorization to proceed to Phase 2 services.
6. If Phase 2 services are necessary for any of the dams, WEC will provide a more detailed scope and fee estimate for completion of the stability assessment portion of the engineering assessment. The updated fee will fall within the fee estimate range provided in this proposal.
7. If the obtaining of borings is determined necessary, it is assumed that there is adequate access to each of the dams for a drill rig. It is further assumed that if access is via private property, the Owner will arrange for a landowner agreement to gain temporary access to the dams.



January 23, 2018

Mr. Richard J. Franzetti, PE, BCEE, LEED
Town Engineer, Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Subject: Request for Proposal to Develop Engineering Assessments for Dams (Schnabel Reference 18P25001.00)

Dear Mr. Franzetti:

SCHNABEL ENGINEERING OF NEW YORK (Schnabel) is pleased to submit our proposal to provide engineering services to the Town of Carmel (Town) in connection with the Town's efforts to bring three dams into regulatory compliance with the New York State Dam Safety regulations as administered by the Department of Environmental Conservation (NYS DEC). In particular, the Town has requested a proposal to perform Engineering Assessments (EAs) per NYS DEC regulations for Upper Teakettle Spout Lake Dam, Teakettle Spout Lake Dam, and Lake Casse Dam. All three dams are currently designated as Class B (Intermediate Hazard) dams, and the Town is also requesting a separate cost breakdown for confirming their appropriate hazard classifications.

Schnabel has submitted very similar proposals on two previous occasions to the Town; the first was in May 2013 and required separate submittals for each dam's Hazard Classification Study, and the second was in July 2014 for Engineering Assessments for four dams. Each of the previous submittals were for the three dams referenced in this proposal, plus Lake Mahopac Dam. These previous submittals included Schnabel's dam engineering qualifications and key staff – all of which are still at Schnabel and still available for this assignment. In general, we will honor our previous fee estimates for these activities, with some minor enhancements to the Project Approach that will reduce the overall fee.

Since the time of our previous submittals, we have completed numerous EAs and Hazard Class Assessments in accordance with NYS DEC publications TOGS 3.1.4 – *Guidance for Dam Engineering Assessment Reports* (March 2011) and TOGS 3.1.5 – *Guidance for Dam Hazard Classification* (Draft 2012). In addition, we have authored "Implementation of New York State's Guidance for Dam Hazard Classification" for the 2015 United States Society on Dams (USSD) Annual Conference, and also presented this topic at the 2015 Association of State Dam Safety Officials (ASDSO) Southeast Conference.

The table on the following page presents a partial list of projects where the Schnabel staff proposed for this work completed similar work for other NYS clients.

Town of Carmel
Engineering Assessments for Three Dams

PROJECT	HAZARD CLASS ASSESSMENT	HAZARD CLASS SCREENING	INUNDATION MAPPING	DAM BREACH MODELING	ENGINEERING ASSESSMENT
MOUNTAIN CAMP DAM		✓			
MEACHAM DAM		✓			
HATCH BROOK DAM		✓			
ONEIDA WILDLIFE MARSH DAM #1		✓			
ONEIDA WILDLIFE MARSH DAM #2		✓			
ONEIDA #20 POND DAM #2		✓			
PARTRIDGE RUN GAME DAM	✓	✓	✓	✓	
COOPER LAKE DAM AND WEST DIKE	✓		✓	✓	✓
BASIC CREEK DAM	✓		✓	✓	✓
ALCOVE DAM	✓		✓	✓	✓
WHITNEY POND DAM					
LAKE CLEAR OUTLET DAM		✓			
WESTCHESTER LAKE DAM	✓		✓	✓	✓
DUKE DAM		✓			
GRASSE RIVER DAM		✓			
OTTER LAKE DAM		✓			
UPPER & LOWER LAKES DAM #1	✓	✓	✓	✓	
HILLABRANDT VLY DAM		✓			
KUNJAMUK CREEK DAM AT DEERFOOT LODGE		✓			
LAKE DURANT DAM		✓			
LOUGHBERRY LAKE DAM	✓		✓	✓	✓
WILLIE WILDLIFE MARSH DAM		✓			
LONG POND DAM		✓			
HENDERSON LAKE DAM		✓			
MEAD RESERVOIR DAM			✓		✓
OTSEGO LAKE DAM	✓		✓	✓	✓
WESTBROOK RESERVOIR DAM #2					✓
ROUND LAKE DAM		✓			

Town of Carmel
Engineering Assessments for Three Dams

PROJECT	HAZARD CLASS ASSESSMENT	HAZARD CLASS SCREENING	INUNDATION MAPPING	DAM BREACH MODELING	ENGINEERING ASSESSMENT
LOUDONVILLE RESERVOIR DAM	✓		✓	✓	✓
NEWTOWN HOFFMAN SITE 3A DAM	✓		✓	✓	✓
NEWTOWN HOFFMAN SITE 18 DAM	✓		✓	✓	✓
NEWTOWN HOFFMAN SITE 1 DAM	✓		✓	✓	✓
NEWTOWN HOFFMAN SITE 12E DAM	✓		✓	✓	✓
NEWTOWN HOFFMAN SITE 5A DAM	✓		✓	✓	✓
ED PYLKAS	✓		✓	✓	✓
PELTO DAM	✓		✓	✓	✓
BINNEWATER RESERVOIR DAM & DIKE	✓		✓	✓	✓
LOUIS CALDER DAM		✓	✓	✓	✓
WHITE BIRCH POND DAM		✓			
WHITE BIRCH LAKE DAM		✓			
RENSSELAER LAKE DAM	✓		✓	✓	✓
WILMINGTON DAM		✓			✓
TEATOWN LAKE DAM	✓				
RYDER POND DAM	✓				

PROJECT APPROACH

Resolving the hazard classification for these three dams is the first and highest priority. The work necessary to make these determinations is required as part of the EA and should therefore be performed first, as the need for the subsequent tasks is directly tied to the dams' hazard class. This work includes the hydrologic and hydraulic modeling of the watersheds and downstream channels, and inundation mapping. We are proposing to utilize a full 2-Dimensional (2D) HEC-RAS hydraulic model for this work. All previous work has utilized a 1-Dimensional (1D) approach that does not capitalize on the State's investment in high resolution LiDAR-derived topographic data. It is our opinion that the national standard is moving toward a 2D modeling approach. We have transitioned nearly all our modeling toward this approach and are now equally proficient developing complex 2D models as we are 1D models. We believe a full 2D model will better help to define the appropriate hazard class, and will result in a superior project deliverable without an increase in project cost.

Should our work result in a defensible justification for a reduction in the hazard class of any of the dams, Schnabel will pursue its reduction until a final decision is made by the NYS DEC. If any of the dams' hazard class is reduced from Class B to Class A (Low Hazard), then the subsequent tasks identified for that dam would not be performed, as EAs are not required for Class A facilities. This is an approach that

has the potential to reduce the overall cost; however, the Town may need to advance some dam safety improvements even though a formal EA is not required.

Should our work confirm that the existing hazard classification is appropriate, then we would continue through the completion of the EA. None of the work to perform the hazard classification would be lost.

ENGINEERING ASSESSMENTS

If required based on the results of the hazard class assessments for each dam, we will prepare EAs in accordance with NYS DEC publication TOGS 3.1.4 – *Guidance for Dam Engineering Assessment Reports*. This work is generally defined in our July 2014 proposal. However, we had previously included a single boring at each dam to characterize the subsurface conditions for our embankment stability analyses. For this proposal, we have refined our approach and deferred subsurface drilling (if required) to a later phase. Instead, we will base our geotechnical analyses on readily available data obtained from our document review, supplemented by a limited geotechnical subsurface exploration performed using hand augers during our field inspection. From these activities we will select reasonable site soil characteristics for input to the embankment stability model and then perform a sensitivity analysis, varying key parameters while assessing required loading conditions.

The Town provided numerous technical studies, prepared by others, for our review during this proposal development. Notably, the previous work performed by Insight utilized HydroCAD for the hydrologic and hydraulic assessment of the watershed and stream channels. HydroCAD uses a first generation approach to open-channel flow modeling and requires that the channel geometry be simplified to a four point cross-section. Based on this review, the available high resolution LiDAR-derived topography was not utilized in the assessment. Furthermore, HydroCAD does not support unsteady flow or two-dimensional (2D) hydraulic analyses. (The program does not consider the changing flowrate throughout the storm and makes the simplifying assumption that the channel velocity is constant across a cross-section.) This software might be appropriate for regularly shaped concrete channels or for planning level studies, but it is not appropriate for detailed flood studies and is not typically utilized for hazard class assessments. The simplifying assumptions utilized by HydroCad, and in the previous Insight studies, are too broad to derive any relevant hydraulic parameters that might be useful for the current scope of work. The United States Army Corps of Engineers (USACE) Hydrologic Engineering Center (HEC) supports publically available software more appropriate for this type of analysis. The HEC River Analysis System (HEC-RAS) software can accommodate the detailed survey cross-sections, unsteady flow, and 1- or 2D flow computations.

The EAPs provided, and the site survey of Lake Casse Dam, will be useful components of our EAs if they are necessary.

FEE

The guaranteed Lump Sum fee for the proposed scope of services is \$26,700 for the completion of the three hazard classification studies. Depending on the outcome of these studies, additional lump sum costs may be incurred up to a maximum of \$61,800 for completion of full EAs for all three dams, if required. A breakdown of these fees is provided in the following table. The costs for the Hazard Class assessments are the same as previously proposed in 2013. The fees for the EAs are slightly reduced from what was previously submitted due to the minor change in project approach discussed previously. Services will be billed monthly as progress is made toward completion of the tasks.

Town of Carmel
Engineering Assessments for Three Dams

Fee Summary				
Task	Upper Teakettle Spout Lake Dam	Teakettle Spout Lake Dam	Lake Casse Dam	Total Task Fee
Hazard Classification	\$8,900	\$8,900	\$8,900	\$26,700
Engineering Assessment	\$11,700	\$11,700	\$11,700	\$35,100
Lump Sum Fee Totals	\$20,600	\$20,600	\$20,600	\$61,800

AUTHORIZATION

Thank you for the opportunity to submit this proposal. Your acceptance of this proposal can be facilitated by signing and returning a copy of this letter, which with our attached standard contract terms and conditions will form our agreement for these services. Please do not hesitate to contact me at 518-348-8580 or via email at gdaviero@schnabel-eng.com should you have any questions or need additional information.

Sincerely,

SCHNABEL ENGINEERING OF NEW YORK



Gregory Daviero, PhD, PE
Senior Vice President

GJD:sg

Attachment:

(1) Standard Contract Terms and Conditions (2 sheets)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions, are:

ACCEPTED BY: _____ **TOWN OF CARMEL**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

**SCHNABEL ENGINEERING OF NEW YORK
STANDARD CONTRACT TERMS AND CONDITIONS**

1. DEFINITIONS
 - 1.1 Schnabel Engineering of New York, the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal.
 - 1.2 The "Client" is the other party to this "Agreement."
 - 1.3 The "Contractor" is the responsible party providing construction for the subject Project.
2. ENTIRE AGREEMENT, SCOPE OF WORK
 - 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
 - 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."
3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES
 - 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
4. SITE ACCESS, SITE CONDITIONS, SAMPLES
 - 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
 - 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
 - 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.
5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE
 - 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
 - 5.2 At Client's request, Client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
 - 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
6. THIRD PARTY RELIANCE UPON DOCUMENTS
 - 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
 - 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

**SCHNABEL ENGINEERING OF NEW YORK
STANDARD CONTRACT TERMS AND CONDITIONS**

7. ASSIGNMENT, SUBCONTRACTING

- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.

8. TERMINATION, SUSPENSION

- 8.1 Either party upon seven (7) days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.

9. ALLOCATION OF RISK

- 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
- 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION

- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reimbursement of reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11. INVOICES, PAYMENTS

- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.

12. DISPUTE RESOLUTION

- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 12.2 The laws of the State of New York will govern the validity of these terms, their interpretation, and the performance of this Agreement. Client and Engineer agree that venue for any litigation will be in the state and federal courts sitting in the State of New York, and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

13. SEVERABILITY

- 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: Dam Project
Date: Friday, January 26, 2018 11:24:22 AM
Attachments: [Teakettle 2018 Budget.pdf](#)
[Lake Casse 2018 Budget.pdf](#)

Rich,

I took a look at the Teakettle and Casse Park Districts 2018 budget. There are sufficient funds in the 2018 budget for the dam project. I spoke with MaryAnn, and it was determined that the funds would be drawn from the “unreserved” fund balance and charged to the capital expenditures line. I have attached a copy of the 2018 budget for both districts. Please note that she will create a capital expenditures line for Teakettle Lake for this expense.

Donna Esteves

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

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board

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

Date: February 5, 2018

Re: Request Payment for Emergency Repairs

This memorandum is being presented to the Town Board to request payment of the attached emergency repairs invoices. These invoices are over the Town of Carmel's procurement policy threshold. The following provides a brief a summary of the emergency work that was performed.

- Carmel Water District 2 – River Run Saddle Repair
On January 3, 2018 Inframark, the operators for CWD 2, notified the Engineering Department that a water main break occurred and water was leaking on the shoulder of the road. The cause was that a saddle failed at this location. Inframark contacted Kuck Excavating to perform this repair. Attached is an invoice in the amount of \$5,157.00 for Kuck excavating to perform the repair.
- Carmel Water District 1 – Route 6 and 6N Water Main Break
On January 6, 2018 Bee and Jay Plumbing, the operators for CWD 1, notified the Engineering Department that a water main break occurred and water was leaking through the Crossroads Deli. The cause was that an eight (8) inch valve failed. Bee and Jay contacted Kuck Excavating to perform this repair. Attached is an invoice in the amount of \$6,806.00 for Kuck excavating to perform the repair.
- Carmel Sewer District 6 – Wayacross Sewer Pump Station
On January 13, 2018 Carmel PD notified Inframark, the operators for CSD 6, that the electric pole and wires servicing the pump station came down. NYSEG had disconnected wires and alerted the Town that the pole was privately owned. Inframark contacted Owens Electric to connect the portable generator to supply power until the repairs were completed. In discussions with Inframark, it was determined that instead of replacing the pole that the wiring should be run underground. Inframark contacted Kuck Excavating to perform the service.

Attached is an invoice in the amount of \$6,080.00 for Kuck excavating to mole a 2" electrical conduit under Wayacross Road. Additional invoices from NYSEG, Owens Electric and Sueco Fuel will be provided to the Board if they exceed the Town of

02-05-18

Request Payment for Emergency Repairs

Carmel's procurement policy. The Board should be advised that this incident has been submitted as an insurance claim.

- Carmel Water District 9 - Locust Hill Pump Station

On January 21, 2018 Bee and Jay Plumbing, the operators for CWD 9, notified the Engineering Department that primary lead for well pump at Well 3 had failed it was determined that the pump would need to be replaced. Attached is the invoice in the amount of \$18,141.00 for Bee and Jay Plumbing to remove and replace the pump.

The Board should note that Well 3 is ~ 350 ft deep with a yield of approximately 34 gallons per minute and is the primary yielding well in the district.

- Carmel Water District 12 – Jennifer Lane Pump Replacement

On January 22, 2018 Inframark, the operators for CWD 12, notified the Engineering Department that well pump at Well 2 was drawing high amperage and is tripping on overcurrent as soon as the well started. Inframark contacted Bee and Jay Plumbing to assess the pump and Bee and Jay determined that the pump had mechanical issues and would need to be replaced. Attached is the invoice in the amount of \$10,194.54 for Bee and Jay Plumbing to remove and replace the pump in Well 2.

The Board should note that Well 2 is 504 ft deep with a yield of approximately 25 – 30 gallons per minute and is the primary yielding well in the district. This repair also required the installation of ~1,200 feet of

- Carmel Sewer District 2 – Duke Pump Station Pump rewind

On February 5, 2018 Inframark, the operators for CSD 2, notified the Engineering Department that the pump windings of one (1) of the two (2) pumps at this site failed and needs to be repaired. This pump station has a considerable amount of flow, is located approximately 100 feet downhill off the roadway and is ±20 feet.

This Department treated this repair as an emergency because in the event that the second pump fails and due to the site conditions there is potential for overflows that could cause a potential compliance issue which would cause the Town of Carmel would be in violation of our State Pollution Discharge Elimination System (SPDES) Permit.

The repaired the pump will have a one (1) year warranty and is appropriately 3 years old. The cost for this repair is \$6,118.00. Please note that New pump is in the ballpark of \$20k

We have advised the Comptroller's office of this expenditure and per the attached there sufficient funds in budget for this work as describe.

The Engineering Department requests that the Town Board approve payment

ED KUCK EXCAVATING INC
20 Day Road
Carmel NY 10512

January 11, 2018
Emergency - 3/4" X 8" Saddle Repair

Town of Carmel Engineering Dept
60 McAlpin Avenue
Mahopac, NY 10541

CWD# 2
REQ #
Inv # TOC 001-18
Tax ID- 133851002
Vendor - 0670

Attn: Robert Vara

Job Location: #2 River Run

Job Date: 1/3/18

As per: Severn Trent

Job Description

- Water leaking on shoulder of road
- Drill holes to try and pinpoint leak
- Hammer blacktop / frost
- Excavate and expose main - determined saddled was rotted off
- Installed new saddle and connected service line
- Backfilled and compact with item 4
- Blacktop restoration to follow

Materials	Total hrs, yds, qty	Price per yd,qty,day	Total
Track Hoe MR55	8 hours	\$85.00	\$680.00 ✓
Machine operator 1pm-4pm	3 hours	\$60.00	\$180.00 ✓
Machine Operator 4pm-9pm	5 hours	\$90.00	\$450.00 ✓
Laborers 1pm-4pm	3 men X 3 hours	\$48.00	\$432.00 ✓
Laborers 4pm-9pm	3 men X 5 hours	\$72.00	\$1,080.00 ✓
Dump truck	8 hours	\$90.00	\$720.00 ✓
Support Vehicle	Day rate	\$155.00	\$155.00 ✓
Jumping Jack	Day rate	\$70.00	\$70.00 ✓
Mud Sucker	Day rate	\$70.00	\$70.00 ✓
Handheld Drill	Day rate	\$70.00	\$70.00 ✓
Hammer	Day rate	\$250.00	\$250.00 ✓
Item 4 with Salt	20yds	\$50.00	\$1,000.00 ✓
Total			\$5,157.00 (EL)

Ronald J. Gainer, 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

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: Carmel Water 2

Location (street address): 2 River Run

Time and Date of Main Break or Hydrant Damage: 1-3-18

Field Response:

Manpower	HRS	Equipment	HRS
<u>1 operator</u>	<u>8</u>	<u>Dump truck</u>	<u>8</u>
<u>3 laborers</u>	<u>24</u>	<u>Mr 55</u>	<u>8</u>

Water Main: Size: 8" Material: Plastic Depth to Main: 7'

Hydrant: Manufacturer & Model: _____

Repair Materials Utilized: 8" x 3/4" saddle, 3/4" corporation
3/4" compression coupling.

Cause of Main Break or Hydrant Damage: Saddle rotted off

Description of Damage caused, if any: _____

Future Restoration Required:

Pavement:

Lawn Area:



Sidewalk:

Shrubs:



Cause of Main Break or Hydrant Damage: _____

Date Repair Completed: 1-3-18 Prepared by: Amanda Delgado
(Printed Name)

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board

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

Date: February 5, 2018

Re: Request Payment for Emergency Repairs

This memorandum is being presented to the Town Board to request payment of the attached emergency repairs invoices. These invoices are over the Town of Carmel's procurement policy threshold. The following provides a brief a summary of the emergency work that was performed.

- Carmel Water District 2 – River Run Saddle Repair
On January 3, 2018 Inframark, the operators for CWD 2, notified the Engineering Department that a water main break occurred and water was leaking on the shoulder of the road. The cause was that a saddle failed at this location. Inframark contacted Kuck Excavating to perform this repair. Attached is an invoice in the amount of \$5,157.00 for Kuck excavating to perform the repair.
- Carmel Water District 1 – Route 6 and 6N Water Main Break
On January 6, 2018 Bee and Jay Plumbing, the operators for CWD 1, notified the Engineering Department that a water main break occurred and water was leaking through the Crossroads Deli. The cause was that an eight (8) inch valve failed. Bee and Jay contacted Kuck Excavating to perform this repair. Attached is an invoice in the amount of \$6,806.00 for Kuck excavating to perform the repair.
- Carmel Sewer District 6 – Wayacross Sewer Pump Station
On January 13, 2018 Carmel PD notified Inframark, the operators for CSD 6, that the electric pole and wires servicing the pump station came down. NYSEG had disconnected wires and alerted the Town that the pole was privately owned. Inframark contacted Owens Electric to connect the portable generator to supply power until the repairs were completed. In discussions with Inframark, it was determined that instead of replacing the pole that the wiring should be run underground. Inframark contacted Kuck Excavating to perform the service.

Attached is an invoice in the amount of \$6,080.00 for Kuck excavating to mole a 2" electrical conduit under Wayacross Road. Additional invoices from NYSEG, Owens Electric and Sueco Fuel will be provided to the Board if they exceed the Town of

02-05-18

Request Payment for Emergency Repairs

Carmel's procurement policy. The Board should be advised that this incident has been submitted as an insurance claim.

- Carmel Water District 9 - Locust Hill Pump Station

On January 21, 2018 Bee and Jay Plumbing, the operators for CWD 9, notified the Engineering Department that primary lead for well pump at Well 3 had failed it was determined that the pump would need to be replaced. Attached is the invoice in the amount of \$18,141.00 for Bee and Jay Plumbing to remove and replace the pump.

The Board should note that Well 3 is ~ 350 ft deep with a yield of approximately 34 gallons per minute and is the primary yielding well in the district.

- Carmel Water District 12 – Jennifer Lane Pump Replacement

On January 22, 2018 Inframark, the operators for CWD 12, notified the Engineering Department that well pump at Well 2 was drawing high amperage and is tripping on overcurrent as soon as the well started. Inframark contacted Bee and Jay Plumbing to assess the pump and Bee and Jay determined that the pump had mechanical issues and would need to be replaced. Attached is the invoice in the amount of \$10,194.54 for Bee and Jay Plumbing to remove and replace the pump in Well 2.

The Board should note that Well 2 is 504 ft deep with a yield of approximately 25 – 30 gallons per minute and is the primary yielding well in the district. This repair also required the installation of ~1,200 feet of

- Carmel Sewer District 2 – Duke Pump Station Pump rewind

On February 5, 2018 Inframark, the operators for CSD 2, notified the Engineering Department that the pump windings of one (1) of the two (2) pumps at this site failed and needs to be repaired. This pump station has a considerable amount of flow, is located approximately 100 feet downhill off the roadway and is ±20 feet.

This Department treated this repair as an emergency because in the event that the second pump fails and due to the site conditions there is potential for overflows that could cause a potential compliance issue which would cause the Town of Carmel would be in violation of our State Pollution Discharge Elimination System (SPDES) Permit.

The repaired the pump will have a one (1) year warranty and is appropriately 3 years old. The cost for this repair is \$6,118.00. Please note that New pump is in the ballpark of \$20k

We have advised the Comptroller's office of this expenditure and per the attached there sufficient funds in budget for this work as describe.

The Engineering Department requests that the Town Board approve payment

ED KUCK EXCAVATING INC
20 Day Road
Carmel NY 10512

January 24, 2018
Emergency - Sewer Electrical Conduit

Town of Carmel Engineering Dept
60 McAlpin Avenue
Mahopac, NY 10541

Attn: Robert Vara

SD# 6
REQ #
Inv # TOC 008-18
Tax ID- 133851002
Vendor - 0670

Job Location: #4 & #10 Wayacross Road
Job Date: 1/15/18 & 1/16/18
As per: Engineering Dept

Job Description

1/15/18

- Excavate and expose both sides of road
- Mole new 2" conduit under road

1/16/18

- Excavate trench and backfilled conduit once electricians finished
- Lawn restoration to follow

Materials	Total hrs, yds, qty	Price per yd,qty,day	Total
Track Hoe MR55	13 hours	\$85.00	\$1,105.00 ✓
Machine operator	13 hours	\$60.00	\$780.00 ✓
Laborers	2 men X 13 hours	\$48.00	\$1,248.00 ✓
Dump truck	13 hours	\$90.00	\$1,170.00 ✓
Support Vehicle	Day rate X 2 days	\$155.00	\$310.00 ✓
Large Mole	Day rate	\$1,475.00	\$1,475.00 ✓
Total			\$6,088.00 ✓



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 #
1/31/2018	86478

www.BEEANDJAY.com

BILL TO:

Town of Carmel-CWD#9
Engineering Dept.
60 McAlpin Ave.
Mahopac, NY 10541

SERVICE LOCATION:

Town of Carmel-CWD#9
Locust Hill Pump Station
Mahopac, NY

PROFESSIONAL SERVICE 54 YEARS 1964-2018

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

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 1500	Payment Due Upon Rec	EK	1/21/2018	57060
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		1/21/18- Locust Hill Pump Station - Emergency low pressure alarms- Inspection and test found primary lead well pump #3 burnt out, switched controls to wells #1 & #2 as lead pumps - ordered pump/motor and double insulated 2/0 heavy cable due to length and distance from pump station. 1/29/2018 - 1/30/2018 pulled and replaced 7.5 hp Goulds pump and motor and found 2" galvanized steel pipe faulty with holes, replaced all drop pipe complete with all related equipment and returned to system.		
Labor TOC Tech	2	1- Tech 1/21/18	85.00	170.00
Labor TOC Mech	8	1- Mech 1/29/18	75.00	600.00
Labor TOC Tech	8	1- Tech 1/29/18	85.00	680.00
Labor TOC Mech	6	1- Mech 1/30/18	75.00	450.00
Labor TOC Tech	6	1- Tech 1/30/18	85.00	510.00
Boom Truck		Boom Truck	1,000.00	1,000.00
Material		1- Goulds 7.5hp 33 gpm pump end	3,305.00	3,305.00
Material		1- Goulds 7.5 200v 3ph Motor	1,892.00	1,892.00
Material		336' 2" Galvanized Drop Pipe	2,651.00	2,651.00
Material		500' 2/0 Double Ins. Cable	6,626.00	6,626.00
Material		8- Rolls Tape	75.00	75.00
Material		1- 2" Line Check	147.00	147.00
Material		2- 6x7 O'Rings	35.00	35.00

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

Total Due \$18,141.00

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

**WHOLESALE ONLY**

OTHER LOCATIONS:
WILLIMANTIC, CT. (860) 456-3731
RHINEBANK, N.Y. (845) 876-3071
MIDDLETOWN, N.Y. (845) 692-3200
HARRISVILLE, R.I. (401) 563-3334
HUDSON, N.H. (603) 598-9448
GREENFIELD, MA. (413) 772-0032
WHITEVILLE, N.C. (910) 641-0909

**DOMESTIC-INDUSTRIAL-COMMERCIAL
WATER SYSTEMS & CONDITIONING EQUIPMENT**

ORDER NO. 304500

ORDER DATE 01/23/18

TIME: 15:02

PAGE: 1

SOLD TO

000100

BEE & JAY FLB & HTG
719 ROUTE 6
PO BOX 78
MAHOEAC, NY 10541
845 628-3924

JOB NAME
DELIVER TO:

CALL WHEN IN
CWD #9 WELL 3

ON AMOUNTS BEYOND 60 DAYS PAST DUE A 1 1/4% MONTHLY SERVICE CHARGE WILL BE MADE

[illegible]

ORIGINAL

PROFORMA THINK INK (845) 294-5686

50000

District "9"

pump house + well fields

Well #1

33 G575 28 GPM.
7.5 H.P.

Well #2

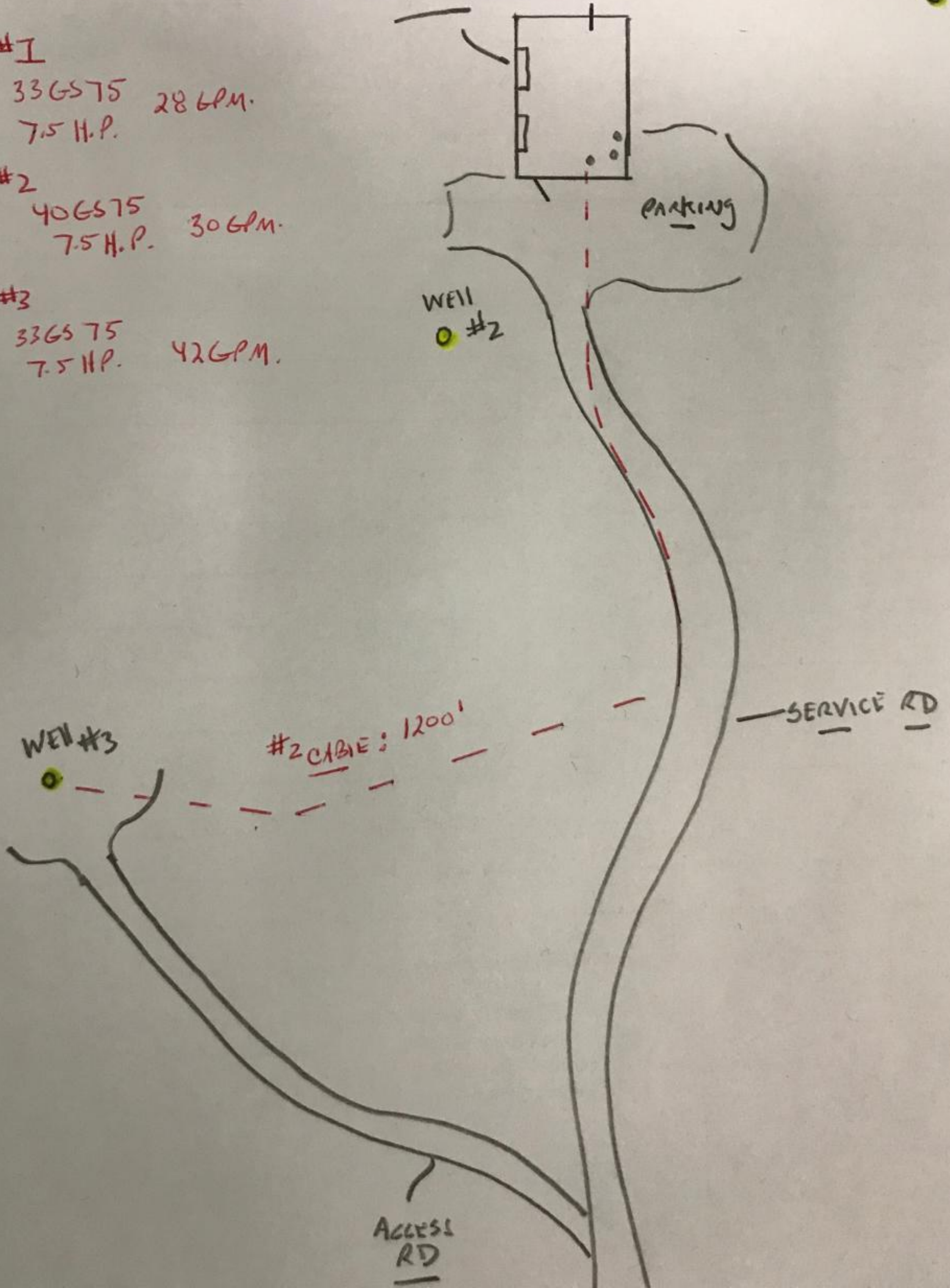
40 G575 30 GPM.
7.5 H.P.

Well #3

33 G575 42 GPM.
7.5 H.P.

CWD #9
Pump house

Well #1





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 #
1/25/2018	86441

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 Pump Station
Mahopac, NY

PROFESSIONAL SERVICE 54 YEARS 1964-2018

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

CUSTOMER #	TERMS	MECHANIC	SERVICE DATE	WORK ORDER #
845 628 3924	Due Upon Receipt	EK	1/22/2018	57014
ITEM	QTY/HRS	DESCRIPTION	RATE	AMOUNT
Description		Responded to service call of CWD# 12 Jennifer Lane pump station, pulled and replaced burnt out 5hp submersible pump and motor complete with subcable and drop pipe with all related parts, start up and tested.		
Labor TOC Mech	16	1- Mech	75.00	1,200.00T
Labor TOC Tech	16	1- Tech	85.00	1,360.00T
Boom Truck		Boom Truck	1,000.00	1,000.00T
Material		25GS 50 Goulds Pump	1,495.00	1,495.00T
Material		5 hp 460V 3 Phase	1,528.00	1,528.00T
Material		500 feet SCH 120 Pipe	1,940.00	1,940.00T
Material		520 10-4 Flat Black Cable	1,300.00	1,300.00T
Material		1- MXF 1-1/4" Check	70.54	70.54T
Material		1- Torque Arrestor	35.00	35.00T
Material		12- 1-1/4 Wire Guides	98.00	98.00T
Material		2- Sets Heat Shrinks	88.00	88.00T
Material		10- Rolls Tape	40.00	40.00T
Material		8- SS Clamps	40.00	40.00T
Material		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 \$10,194.54

WE ACCEPT ALL MAJOR CREDIT CARDS !!

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

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: FW: Emergency Repairs
Date: Thursday, February 01, 2018 10:27:29 AM
Attachments: [CWD #12 ~ Jennifer La Pump Replacement.pdf](#)
[CWD #2 ~ River Run Saddle Repair.pdf](#)
[CWD #1 ~ Rt 6 & 6N Valve Repair.pdf](#)
[CSD #6 ~ Wayacross Sewer Electrical Conduit.pdf](#)

Rich,

There are sufficient funds in the operating budget to cover these costs, however MaryAnn may take the funds from the repair reserve fund balance for CWD #9. She will advise on that district.

Thanks,

Donna Esteves

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

From: Esteves, Donna
Sent: Tuesday, January 30, 2018 9:59 AM
To: Franzetti, Richard
Subject: Emergency Repairs

Rich,

The attached invoices for emergency repairs at various districts will require authorization from the Board for payment.

Thanks,

Donna Esteves

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

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: RE: 02-05-18 CSD2 Duke PS
Date: Wednesday, February 07, 2018 9:56:31 AM

Yes there are sufficient funds in the budget for this repair.

Donna Esteves

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

From: Franzetti, Richard
Sent: Wednesday, February 07, 2018 9:54 AM
To: Esteves, Donna
Subject: FW: 02-05-18 CSD2 Duke PS

Are there sufficient funds for the attached?

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

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From: Maggio, Vincent [<mailto:Vincent.Maggio@inframark.com>]
Sent: Monday, February 05, 2018 4:10 PM
To: Franzetti, Richard
Cc: Brann, Thomas; Delgado, Amanda
Subject: 02-05-18 CSD2 Duke PS

Good afternoon Rich,
Please see the attached quote for the repair of pump 1 of 2 at Duke Rd PS. The windings went bad and need it needs a full rewind. Please advise if this repair is approved. New pump is in the ballpark of \$20k.

Thank you,

TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MSimone@bestweb.net

FROM THE DESK OF: *Michael Simone*

TO: SUPERVISOR KENNETH SCHMITT
TOWN BOARD

DATE: FEBRUARY 8, 2018

RE: REQUEST TO PURCHASE DEICER UNDER SUFFOLK COUNTY BID

I am requesting authorization to purchase Sugar Beet-Based Deicer from Tricus, Inc under Suffolk County Bid Contract #9-17.4.13; contract period August 22, 2017 through August 21, 2018.

See attached Contract and product information.

cc Comptroller MaryAnn Maxwell

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

DARNELL TYSON, P.E.
DEPUTY COMMISSIONERGILBERT ANDERSON, P.E.
COMMISSIONERTHOMAS G. VAUGHN
DEPUTY COMMISSIONER

NOTICE OF CONTRACT

ANNUAL REQUIREMENTS ICE BITE S, ICE BITE-55 DEICER/ANTI ICER AND
CONTRACT: LIQUID SYSTEM

COMMODITY CODE: 19246

CONTRACT #: 9-17.4.13

INITIATING DEPT: DPW

OPENING DATE: 04-13-2017

5110

PERIOD OF CONTRACT: 08-22-2017 THROUGH 08-21-2018

BID #: 17/0072

VENDOR: TRIUS, INC.
458 JOHNSON AVENUE P.O. BOX 158
Bohemia NY 11716

TAX ID: 111904714

CONTACT: GARY CERVELLI

PHONE: 631-244-8600

FAX: 631-244-8661

EMAIL: garycervelli@triusonline.com

ADDITIONAL VENDORS: [CLICK HERE](#)DETAIL PAGE: [CLICK HERE](#)

ATTACHMENT:

FOR FURTHER INFORMATION ANN BRAVICO
CONTACT PURCHASING AGENT: 631-852-4215

08-22-2017

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE

YAPHANK, N.Y. 11980

(631) 852-5196

FAX (631) 852-5221

[Return to Contract List](#)[Return to Search Page](#)For technical assistance or technical comments [CLICK HERE](#)

ITEM NO.	VENDOR	DESCRIPTION	PURCHASE QUANTITY	UNIT BID PRICE
1A	TRIUS	ICE BITE-S PRE BLEND OR EQUAL	1-13: 275 GALLON TOTES DELIVERED	\$ 1,259.00
1B	TRIUS	ICE BITE-S PRE BLEND OR EQUAL	14+: 275 GALLON TOTES DELIVERED	\$ 885.00
1C	TRIUS	ICE BITE-S PRE BLEND OR EQUAL	1500 GALLON TANKER DELIVERED	\$ 5,050.00
1D	TRIUS	ICE BITE-S PRE BLEND OR EQUAL	3000 GALLON TANKER DELIVERED	\$ 8,541.00
2A	TRIUS	ICE BITE 55 OR EQUAL	1-13: 275 GALLON TOTES DELIVERED	\$ 1,486.00
2B	TRIUS	ICE BITE 55 OR EQUAL	14+: 275 GALLON TOTES DELIVERED	\$ 1,249.00
2C	TRIUS	ICE BITE 55 OR EQUAL	1500 GALLON TANKER DELIVERED	\$ 7,117.00
2D	TRIUS	ICE BITE 55 OR EQUAL	3000 GALLON TANKER DELIVERED	\$12,675.00
3	TRIUS	ARGO CHEM EAST 5000 GALLON LIQUID SYSTEM OR EQUAL		\$22,929.00
4	BLACK/GOLD	RENTAL OF PUGMILL MIXER WITH OPERATOR	8 HOUR MINIMUM	\$ 4,500.00

ROAD
SOLUTIONS
INC.



Making
Winter
Roads
Safer For
10 Years!

Environmentally Friendly 100% Organic Passes all PNS Specs.

- Lower overall lane mile cost
- Proven residual effect
- Starts deicing process immediately
- Mixes with any brine
- Reduces bounce & scatter
- Improves melting efficiency
- Raises solids concentration
- Helps prevent Black Ice
- Reduces equipment corrosion
- Does not stain carpets
- Prevents salt piles from clumping & freezing

ICE BITE

Sugar Beet-Based Anti-icing/De-icing Liquids

Anti-icing: 25-35 Gallons Per Lane Mile (Blended with salt brine)*

De-icing: 45-50 Gallons Per Lane Mile (Blended with salt brine)*

Stockpile Treatment: 6 Gallons Per Ton

Prewetting: 6 Gallons Per Ton

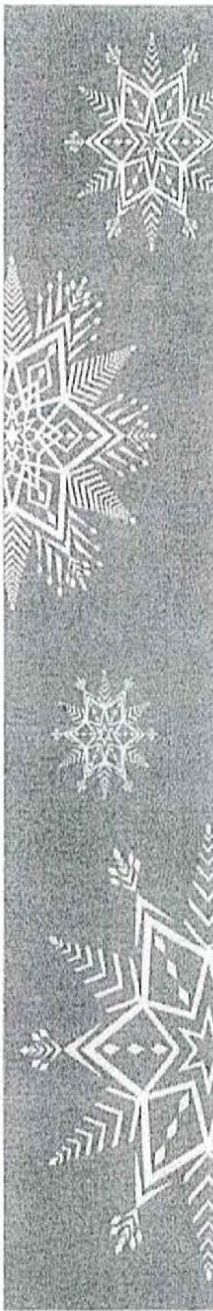


Toll Free: 888-888-3615 Office: 317-243-3248 Fax: 317-244-8461
5616 Progress Road - P.O. Box 42387 - Indianapolis, IN 46242
www.roadsolutionsinc.com

*Salt Brine Blends range from 10% Ice Bite 90% Salt Brine to 40% Ice Bite 60% Salt Brine

Road Solutions, Inc is in it's 11th year of supplying "The Original Beet Juice".

Ice Bite Facts

- 
- Ice Bite® is a highly versatile liquid agri-based anti-icer/de-icer. Add Ice Bite® to brines. Anti-ice or De-ice using Ice Bite®. Apply Ice Bite® at the spinner, or use to pile treat salt.
 - Ice Bite® lowers the overall lane mile costs of fighting winter storms.
 - Ice Bite® is a natural fit for government agencies or anyone working with a reduced budget (do more with less = Ice Bite.)
 - Ice Bite® mixes with all brines (salt brine, calcium chloride, magnesium chloride) and stays blended.
 - Ice Bite® has proven residual effects that will extend the life of your salt brine by as much as 3 days.
 - Ice Bite® in your brine is your insurance policy against premature refreezing of straight brine (23% brine 77% water.)
 - Ice Bite's® residual strength prevents ice, snow and hard-pack from bonding to the pavement; eliminating the need for second and third applications of chlorides, in most storm events.
 - Ice Bite® blends with chlorides at ratios as low as 15% Ice Bite® to 85% brine.
 - Ice Bite® reduces rock salt application rates to as low as 200 lbs. per lane mile with just one application.
 - Ice Bite® is highly effective at melting snow, ice, black ice and preventing frost to -30°F.
 - Ice Bite® on rock salt is a natural fit and will reduce bounce and scatter by 25 to 45%. This is possible because salt treated with Ice Bite starts the brining immediately (30% faster than dry salt.)
 - Salt treated with Ice Bite® stays on the road surface.
 - Ice Bite® helps prevent salt from freezing in dump bodies and spreader boxes. It also prevents rock salt from caking and freezing in storage piles.
 - Ice Bite® helps you comply with the E.P.A.'s Storm Water Acts by reducing the heavy metals and chlorides entering the environment.
 - Ice Bite® should be circulated in storage tanks for 45 minutes every 30 to 60 days during the off season.
 - Ice Bite® greatly reduces corrosion on metal equipment and bridges.

The information and recommendations in this publication are, to the best of the seller's knowledge, accurate. However, because of numerous factors affecting test results, seller makes no warranty of any kind, expressed, or implied, other than the product conforms to its applicable current standard specifications. Statements concerning the use of the products formulations described herein are not to be construed as recommending the infringement of any patent. Ice Bite® is a registered trademark of Univar USA. Road Solutions, Inc is an exclusive distributor of Ice Bite products for Univar USA.

ROAD
SOLUTIONS
INC.



Road Solutions, INC (We are very green.)

P.O. Box 42387 · Indianapolis, IN 46242-0387

5616 Progress Road · Indianapolis, IN 46241-4333

Toll Free (888) 888-3615 · Phone (317) 243-3248 · Fax (317) 244-8461

www.roadsolutionsinc.com



Melting Power and Corrosion Rate Comparison of Commercial Deicers IceBite-S vs. Rock Salt + CaCl_2

Abstract: Melting Power Comparison was conducted by a modified SHRP¹ - 205.2 test method. The SHRP method describes two versions of the test, one for solid deicers and one for liquids. A modified method was adapted to reconcile the comparison of a solid and liquid deicer; specifically the solid rock salt was converted to liquid brine before testing. IceBite-S was tested as a 20% mix of IceBite concentrate in 23% Salt Brine. A sample of Rock Salt was treated with 9 gallons per ton of 32% CaCl_2 and this pre-wet solid was then dissolved in water to create a 23% solution of this pre-wet solid deicer.² This facilitated the test by providing deicers at equal concentrations and chemical state.¹

The deicers were tested at 5°F and at 15°F. Melt weight was measured at 60 minutes. At both temperatures IceBite-S provided higher melting power than the treated rock salt. This result reflects the higher solids content and corresponding higher performance of the IceBite-S and the added performance of the carbohydrate components in the IceBite product.

Both products were also evaluated by the NACE-PNS corrosion test³. This test compares the corrosion rate of a product against reagent grade sodium chloride and deionized water blank. IceBite-S was 83% less corrosive than untreated reagent grade salt. The CaCl_2 treated rock salt was 13% less corrosive than the standard salt. This showed a 70% corrosion rate reduction for the IceBite-S compared to the treated rock salt.

CaCl_2

¹ Strategic Highway Research Program National Research Council, SHRP-H-332 Handbook of Test Methods for Evaluating Chemical Deicers, 1992

² Salt brine is typically prepared and applied at 23% concentration. At higher concentrations NaCl solubility is limited and crystallization can occur, especially in cold winter storage conditions.

³ <http://pnsassociation.org/wp-content/uploads/PNSSPECS.pdf>

Finding *the Best* De-icer

Road Solutions, Inc
5616 Progress Rd
Indianapolis IN 46241
888-888-3615

How long will it take your de-icer to work? Will it be working when you need it?

Pavement Temperature (°F)	One Pound of Salt (NaCl) melts (how much ice at this temp?)	Melting Time (at this temp & quantity of ice)
30	46.3 lbs of Ice	5 minutes
25	14.4 lbs of Ice	10 minutes
20	8.6 lbs of Ice	20 minutes
15	6.3 lbs of Ice	1 hour
10	4.9 lbs of Ice	<i>Dry salt becomes ineffective and will most likely blow away before it melts anything.</i>
5	4.1 lbs of Ice	
0	3.7 lbs of Ice	
-6	3.2 lbs of Ice	

Commonly Used Chemical Names for De-icers	Lowest Practical Melting Temp (°F)	Eutectic Temp (Temp Crystallization Occurs) (°F)	Optimal Concentration at this Temp
NaCl (Sodium Chloride) – Solid rock salt, can be used for making brine (as basis in most de-icers.) Extremely corrosive. Inexpensive. Readily available. Almost never has a corrosion inhibitor added.	15°F	-6°F	23%
MgCl ₂ (Magnesium Chloride) – A liquid, often used for dilution of NaCl crystals, to aid in adherence to surfaces, also reduces melting temperatures. Corrosive. Higher cost. May have a corrosion inhibitor additive.	-10°F	-28°F	27-30%
CaCl ₂ (Calcium Chloride) – Provided as flakes, pellets, or a liquid. A powerful de-icer, but very corrosive. Occasionally used incorrectly to open storm drains. More expensive. Often includes a corrosion inhibitor additive.	-20°F	-60°F	30%
CMA (Calcium Magnesium Acetate) – Product is usually supplied as a powder, crystal, pellet or liquid. Liquid CMA is used for automated bridge de-icing. Non-corrosive and biodegradable. Occasionally an additive to sodium chloride for a corrosion inhibitor. Useful for areas where chloride use must be limited. Often available at a higher cost.	20°F	-18°F	32%
Beet Juice (De-sugared Sugar Beet Molasses) – Usually delivered in liquid form, can be an additive to salt and brines (both manufactured and natural well brines). Primarily used to deliver "residual effects". Lowers the working temperature of the product mix, and acts as a corrosion inhibitor. Environmentally friendly. A higher cost, offset with <i>proven results</i> , thereby lowering the expenses of application, re-application and equipment maintenance, as well. Is not slippery. Doesn't stain.	-25°F	N/A	55%

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