

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

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

KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

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

AGENDA
TOWN BOARD VOTING MEETING
Wednesday, November 20, 2013 7:00pm

Pledge of Allegiance – Moment of Silence

6:00pm Executive Session:

1. Budget F/Y/E 2014– Personnel

Town Board Voting Meeting:

1. Accept Town Board Minutes, October 23, 2013
2. Res: Creating Position of Town Engineer in the Engineering Department and Making Probationary Appointment
3. Res: Making Probationary Appointment of Account Clerk in the Engineering Department
4. Amended Resolution Revising and Adopting Town of Carmel Employee Handbook
5. Res: Awarding Bids for Miscellaneous Highway Department Materials
6. Res: Awarding Bid MS4 Stormwater Retrofit Project-St. Michaels Terrace Contract CF-199B
7. Res: Authorizing Entry into Agreement for Reimbursement of Stormwater Retrofit Expenses
8. Res: Authorizing Payment for Environmental Cleanup and Spill Closure Report
9. Res: (Amending and Adopting) Preliminary Budget as Annual Budget for Fiscal Year 2014
10. Res: Authorizing Purchase of Equipment Town of Carmel Highway Department Lifts Res: Appointing Hearing Officer
11. Res: Appointing Hearing Officer

- **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**

#2

RESOLUTION CREATING POSITION OF TOWN ENGINEER IN THE ENGINEERING DEPARTMENT AND MAKING PROBATIONARY APPOINTMENT

RESOLVED that the Town Board of the Town of Carmel hereby creates the position of Town Engineer in the Town of Carmel Engineering Department and hereby appoints Richard Franzetti on a probationary basis to said position, effective immediately at an annual salary of \$87,000 subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

YES

NO

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt

#3

RESOLUTION MAKING PROBATIONARY APPOINTMENT ACCOUNT CLERK

RESOLVED that the Town Board of the Town of Carmel appoints Donna Esteves to the position of Account Clerk in the Engineering Department on a probationary basis, effective immediately, at a CSEA Group 2 Step 1 annual salary of \$41,015.95 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>
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____

#4

AMENDED RESOLUTION REVISING AND ADOPTING TOWN OF CARMEL EMPLOYEE HANDBOOK

WHEREFORE, on August 7, 2013, the Town Board for the Town of Carmel ("Town Board") adopted via resolution certain changes to the Town of Carmel Employee Handbook;

WHEREFORE, in reviewing the Town of Carmel Employee Handbook and the modifications adopted on August 7, 2013, the Town Board recognized that the Employee Handbook incorrectly states that Lieutenants in the Town of Carmel Police Department are not represented by a collective bargaining representative;

BE IT RESOLVED that the Town Board directs that the Employee Handbook be modified to eliminate statements that identify Lieutenants as Town employees not represented by a collective bargaining representative.

Resolution

Offered by: _____

Seconded by: _____

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

#5

RESOLUTION AWARDING BIDS FOR MISCELLANEOUS HIGHWAY DEPARTMENT MATERIALS

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for washed sand, winter mix and guide rail, and

WHEREAS, Michael Simone, Town of Carmel Highway Superintendent has recommended the awarding of the bids as set forth hereafter,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bids for the foregoing materials to the lowest responsible bidders who met specifications (after adjustment for mileage in the case of FOB plant bids) as follows:

Galvanized Guide Rail	-	Chemung Supply Corp.
Corten (Rustic) Guide Rail		PO Box 527
Timber Guide Rail		Elmira, NY 14902
(Furnished & Installed)		
Sand	-	Red Wing Properties
(F.O.B. & Delivered)		P.O. Box 408
		Stormville, NY 12582
Winter Mix	-	Package Pavement Co, Inc.
		PO Box 408
		Stormville, NY 12582

Resolution

Offered by: _____

Seconded by: _____

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

#6

RESOLUTION AWARDING BID MS4 STORMWATER RETROFIT PROJECT ST. MICHAELS TERRACE CONTRACT CF-199B

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for construction of the MS4 Stormwater Retrofit Project at St. Michael's Terrace

WHEREAS, Insite Engineering, Tow of Carmel MS4 Consultant, has recommended the awarding of the bid to Earth Alterations, LLC of Pawling, NY;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bids for the St. Michaels Terrace MS4 Retrofit Project to Earth Alterations, LLC of Pawling, NY, the low responsible bidder meeting specifications at a cost not to exceed \$45,500; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates and performance bonds in form suitable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute all documentation necessary to effect the acceptance and award of the bid described herein.

Resolution

Offered by: _____

Seconded by: _____

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

#7

RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT FOR REIMBURSEMENT OF STORMWATER RETROFIT EXPENSES

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry in an agreement with the East of Hudson Watershed Corporation for reimbursement of MS4 Stormwater Retrofit expenses in the Town of Carmel in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to execute the referenced agreement on behalf of the Town of Carmel.

Resolution

Offered by: _____

Seconded by: _____

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

**AGREEMENT FOR REIMBURSEMENT
OF STORMWATER RETROFIT EXPENSES
INCURRED BY MEMBER MUNICIPALITY**

THIS AGREEMENT, made and entered into the _____ day of September, 2013, by and between the **EAST OF HUDSON WATERSHED CORPORATION** (the "EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, New York, and the **TOWN OF CARMEL**, a municipal corporation having its principal office at 60 McAlpin Avenue, in the Town of Carmel, New York (the "Municipality"), EOHWC and the Municipality collectively referred to as the "Parties";

WHEREAS, EOHWC is assisting its members, of which the Municipality is one, in complying with the Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by reimbursing members for the design, environmental review, permitting, acquisition of land and/or easements, bidding, construction, and/or installation of stormwater retrofit projects included in regional stormwater plans approved by the New York State Department of Environmental Conservation;

NOW, THEREFORE, in consideration of the promises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. EOHWC shall pay the Municipality for certain eligible and reasonable costs that are directly attributable to the design, environmental review, permitting, acquisition of land and/or easements, bidding, construction, and installation of the stormwater retrofit project set forth in the Project Description appended hereto as Attachment A. The Municipality agrees to implement [has implemented] the stormwater retrofit project in accordance with the terms of this Agreement.

Section 2. EOHWC shall pay the Municipality or the Municipality and Contractors in the amount set forth in Attachment A over the term of this Agreement for the eligible stormwater retrofit costs associated with the project incurred during the term of this Agreement, in accordance with the payment procedures set forth in Section 4 of this Agreement. Payments shall be made by EOHWC in the form of a check or wire transfer made payable to the Municipality or a two party check payable to the Municipality and the Contractor.

Section 3. Payments may be made either as reimbursement for payments made by the Municipality or as invoiced payments for costs incurred. Following the execution and commencement of this Agreement the amounts payable to the Municipality or the Municipality and Contractor under this Agreement shall be made as follows:

- A. The Municipality may, from time to time, as the work progresses, but in no case more frequently than once per month (30 day period), submit an invoice and a certified EOHWC voucher itemizing the costs of the completed tasks and certifying that all work being invoiced is in accordance with approved plans for the stormwater retrofit project and this Agreement, and for the actual eligible costs of the work done in the project. If the request is for the purchase of real property or rights thereto, the Municipality shall submit a copy of the executed purchase agreement and other reasonable appropriate documentation as requested by EOHWC.

- B. When any request for payment is submitted, EOHWC may inspect the progress of the work.
- C. The eligible approved invoiced and vouchered amount shall be paid by EOHWC to the Municipality or the Municipality and Contractor within 30 days of EOHWC's receipt of the invoice and certified EOHWC voucher and all other appropriate documentation.
- D. The Municipality shall submit to EOHWC all documentation in support of expenditures under this Agreement as required by EOHWC.
- E. EOHWC may withhold payment for any expenditures claimed by the Municipality that EOHWC determines are not reasonable and necessary costs of an eligible stormwater retrofit project.

Section 4. The Municipality shall comply with the New York General Municipal Law in the procurement and selection of contractors, consultants and all other goods and services under this Agreement.

Section 5. It is understood and agreed that funding for the Stormwater Retrofit Projects comes from the City of New York pursuant to the funding agreement between EOHWC and the City and from similar agreements between EOHWC and Putnam County and EOHWC and Westchester County (collectively the "Funding Agreements"). All provisions of the Funding Agreements applicable to stormwater retrofit projects and the funding therefor, including the requirement to comply with VENDEX, are incorporated herein by reference. Eligibility of the projects for funding shall be determined by the Funding Agreements. .

Section 6. The Municipality shall maintain all records relating to this Agreement for the longer of a period of five (5) years after termination of this Agreement or seven (7) year after the generation of the record.

Section 7. This Agreement may be terminated by the Municipality or EOHWC upon (10) ten days written notice to the other Party.

Section 8. If a contractor(s) or consultant(s) engaged in the design, planning or assessment for completion of a project hereunder is not a Municipality employee, the Municipality shall ensure that it has, and maintains during the term hereof, insurance in sufficient amount and scope to protect the interests of EOHWC as provided in Attachment B. EOHWC shall be named as additional insureds on the general liability insurance policy of the contractor.

Section 9. EOHWC shall have the right to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project on the Property as often and whenever it deems proper, and the Municipality shall not obstruct or impede EOHWC in the exercise of that right. All structures and improvements created hereunder shall belong to the Municipality, provided that the Municipality shall not remove or terminate any Stormwater Retrofit Project during the useful life of the project without the express written consent of EOHWC.

Section 10. This Agreement shall be effective when fully executed by the Parties and shall continue in full force and effect for the useful life of the Stormwater Retrofit Project, provided that if the Parties agree that EOHWC shall complete a stormwater retrofit project initiated by the Municipality, then the parties will terminate this agreement and will enter into an installation agreement pursuant to which EOHWC will complete the project at its own cost. In no case shall termination of this agreement justify the failure to complete an eligible project.

Section 11. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

IN WITNESS WHEREOF the Executive Director on behalf of EOHWC and the authorized representative of the Municipality have executed this agreement, one part to be retained by EOHWC and one part to be delivered to the Municipality.

For the Municipality

BY: _____
Kenneth Schmitt
Supervisor
Town of Carmel

Date: _____

For EOHWC

BY: _____
Rahul Verma, P.E., LEED AP
Executive Director
East of Hudson Watershed Corporation

Date: _____

STATE OF NEW YORK)
) ss.
COUNTY OF)

On this _____ day of _____, 2006 before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that s/he is the
_____ of the Corporation, municipality, partnership or other entity described in and
which executed the foregoing instrument; and that s/he signed his/her name thereto by the authority of
said Corporation, municipality, partnership or entity.

NOTARY PUBLIC

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

On this _____ day of _____, 2012 before me personally came Rahul Verma,
to me known, who, being by me duly sworn, did depose and say that he is the Executive Director of the
East of Hudson Watershed Corporation described in and which executed the foregoing instrument; and
that he signed his name thereto by the authority of said Corporation.

NOTARY PUBLIC



EAST OF HUDSON WATERSHED CORPORATION

2 Route 164
Patterson, NY 12563
Tel: 845-319-6349
Fax: 845-319-6391

Attachment A: Reimbursement Agreement
Date: August 27, 2013

Project Description and Physical Location: Stormwater Retrofit Project Carmel-CF-119B- Channel Stabilization near St. Michaels Terrace, Carmel, New York

The project area for the Carmel-CF-119B stormwater retrofit is located on a municipally-owned parcel, on the Fred Dill Preserve, adjacent to St. Michaels Terrace, Fair Street, and NYS Route 52. The project area is an unimproved area, which is eroding due to a point discharge from the contributing drainage system.

The work generally includes limited removal of existing vegetation, new drainage facilities, earthwork, new and relocated rip-rap, and new vegetation to stabilize the eroded channel. The work also includes site preparation, erosion and sediment control, maintenance and protection of traffic, final restoration, and cleaning in the project area under the direction of the Engineer or East of Hudson Watershed Corporation. The work is fully described in the Contract Documents titled "Town of Carmel MS4 Stormwater Retrofit CF-119B St. Michaels Terrace Outfall Stabilization", prepared by Insite Engineering, Surveying, & Landscape Architecture, P.C., dated January 2013.

The project will be advertised as a single construction contract by the Town of Carmel. EOHWC must review the Bid Documents before they are issued for bid, to verify inclusion of all EOHWC bidding and procurement criteria. Construction bids will be received and evaluated by the Town and EOHWC. The construction contract will be executed by the Town of Carmel, with concurrence by EOHWC. The Town of Carmel will provide construction observation.



EAST OF HUDSON WATERSHED CORPORATION

2 Route 164
Patterson, NY 12563
Tel: 845-319-6349
Fax: 845-319-6391

Attachment B: Insurance Requirement

Host Municipality: Town of Carmel, New York
Date: August 27, 2013

The following insurances will be maintained by Host Municipality, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. East of Hudson Watershed Corporation
3. Any other agencies and/or entities required by any other contracts and/or agreements (e.g. grants).

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:
\$2,000,000 per occurrence
\$2,000,000 products/completed operations aggregate
\$4,000,000 general aggregate
\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)
Combined Single Limit - Bodily Injury and Property Damage
\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.

#8

RESOLUTION AUTHORIZING PAYMENT FOR ENVIRONMENTAL CLEANUP AND SPILL CLOSURE REPORT

RESOLVED that the Town Board hereby authorizes payment to HydroEnvironmental Solutions, Somers, NY in the sum of \$94,256.18 for hydraulic spill cleanup and related services performed at the Town of Carmel Highway Garage, said payment to be made in accordance with New York State Labor Law; and

BE IT FURTHER RESOLVED that the Town Board further authorizes the payment to HydroEnvironmental Solutions, Somers, NY in the sum of \$3,210.00 for final spill closure report required in connection therewith.

Resolution

Offered by: _____

Seconded by: _____

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

#9

RESOLUTION (AMENDING AND) ADOPTING PRELIMINARY BUDGET AS ANNUAL BUDGET

WHEREAS the Town Board has met at the time and place specified in the notice of public hearing on the Preliminary Budget and heard all persons desiring to be heard thereon; and

WHEREAS following the public hearing, the Town Board met with the Town Comptroller, Maryann Maxwell and considered the (amended) Preliminary Budget, (as described on the attached schedule); to arrive at a Final Budget for fiscal year 2014;

NOW THEREFORE BE IT RESOLVED that the Final Budget, as incorporated herein and made a part hereof, is hereby adopted as the annual budget of the Town of Carmel for the fiscal year beginning the 1st day of January, 2014 and that such budget as so adopted be entered in detail in the minutes of this Town Board; and

BE IT FURTHER RESOLVED that the Town of Carmel Town Clerk Ann Spofford shall prepare and certify in duplicate, copies of said annual budget as adopted by this Town Board, together with the assessment rolls for benefit improvements adopted pursuant to Section 202-a, subdivision 2, of the Town Law and deliver one copy thereof to the Town Supervisor Kenneth Schmitt, to be presented by him to the Putnam County Legislature.

Resolution

Offered by: _____

Seconded by: _____

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

#10

RESOLUTION AUTHORIZING PURCHASE OF CAPITAL EQUIPMENT TOWN OF CARMEL HIGHWAY DEPARTMENT LIFTS

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the agreement with Mohawk Resources Ltd., Amsterdam, NY for the purchase of Mohawk MP-Series 100K Heavy Duty 4 Column Lift at a purchase price not to exceed \$95,194.50, New York State Contract #PC64743 in form as attached hereto and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote

YES

NO

Jonathan Schneider

John Lupinacci

Suzanne McDonough

Frank Lombardi

Kenneth Schmitt

TOWN OF CARMEL

60 MCALPIN AVE
MAHOPAC, NY 10541
PHONE # (845) 628-1500 FAX #

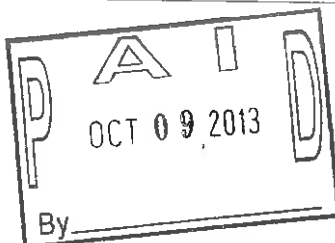
Voucher Number: **15037**
Batch Number: SEN
PO Number: 7464
Pay Due: 10/09/2013
Check ID: 00019
Check Number:
Creation Date: 10/03/2013
Invoice Number: T32388
Page: 1 of 1

Voucher

Vendor: 0000010144
MOHAWK RESOURCES, LTD
P O BOX 110
AMSTERDAM, NY 12010

FED ID/SS: 30-0131596
PHONE # (800) 833-2006

FAX #



Ship To:
TOWN OF CARMEL
HIGHWAY DEPT.
55 MCALPIN AVENUE
MAHOPAC, NY 10541
Phone # (845) 628-7474

Bill To:
TOWN OF CARMEL
HIGHWAY DEPT.
55 MCALPIN AVENUE
MAHOPAC, NY 10541

Description: MCALPIN AVENUE GARAGE LIFT PER NYS CONTRACT #PC64743

Total \$95,194.50

Date	Qty.	Unit	Description	Unit Price	Amount
08/28/2013			MCALPIN AVENUE GARAGE LIFT PER NYS CONTRACT #PC64743		95,194.50
			952.5112.0020 (Balance Available: 4,805.50)		
			(952 HWY SPEC IMPROVE CAP...EQUIPMENT)		
			Total:		\$95,194.50

*****APPROVAL FOR PAYMENT***** The claim is approved and ordered paid from the appropriations indicated above.

Comptroller

Town Comptroller

Date

VENDOR CLAIM FORM

TOWN OF CARMEL
60 McALPIN AVENUE
MAHOPAC, NY 10541

SEP 27 2013

Highway Department

CLAIMANT'S NAME
Remit Address

Mohawk Resources, Ltd
PO Box 110
Amsterdam, NY 12010

Vendor # 10144

VENDOR TAX ID #

TAX EXEMPT No. A-158985

VOUCHER NO.		15037
PURCHASE ORDER #		7464
REQUISITION #		3538
P.O.# - APPROPRIATION NO.	AMOUNT	
952.5112.20	95,194.50	
TOTAL	95,194.50	

Abstract No.

[illegible]

VENDOR'S/CLAIMANT'S CERTIFICATION

I, Nancy Rogers, certify that the above account in the amount of \$ 95,194.50 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included, and that the amount claimed is actually due.

09/25/2013
Date


Nancy Rogers
Signature

Business Manager
Title

TOWN DEPARTMENT APPROVAL

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

9/26/13
Date


Authorized Official

APPROVAL FOR PAYMENT

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

Authorized Official's Signatures

emailed
9/25/13
FAKED

TOWN OF CARMEL

60 MCALPIN AVE
MAHOPAC, NY 10541

PO Number : 7464
Date : 07/15/2013
Page: 1 of 1

Purchase Order

Vendor : 0000010144
MOHAWK RESOURCES, LTD
P O BOX 110
AMSTERDAM, NY 12010

Ship To:
TOWN OF CARMEL
HIGHWAY DEPT.
55 MCALPIN AVENUE
MAHOPAC, NY 10541
Phone # (845) 628-7474

Bill To:
TOWN OF CARMEL
HIGHWAY DEPT.
55 MCALPIN AVENUE
MAHOPAC, NY 10541
Phone # (845) 628-7474

PHONE # (800) 833-2006 **FAX #**

Description: MCALPIN AVENUE GARAGE LIFT PER NYS CONTRACT #PC64743

Qty.	Unit	Description	Unit Price	Amount
		MCALPIN AVENUE GARAGE LIFT PER NYS CONTRACT #PC64743		95,194.50
		952.5112.0020		
		(952 HWY SPEC IMPROVE CAP...EQUIPMENT)		
Total:				\$95,194.50

Reference: Mohawk Lifts Proposal #RP-W1-NY226A dated July 12, 2013 (attached)

Ordered By: HWYCLERK2 Req. Date: 07/12/2013 Req. No: 3538 Approved By/Date:

Authorized Official

Date

Invoice

Page 1 of 1



Mohawk Resources Ltd.
65 Vrooman Ave.
P.O. Box 110
Amsterdam, NY 12010-0110
518.842.1431 ~ 800.833.2006 ~ Fax: 518.842.1289
FED. ID # 30-0131596 * DUNS # 10-128-9916
www.MohawkLifts.com

Invoice #: T32388
Invoice Date: 8/28/13

Terms: NET30

Bill To: Town of Carmel
Highway Dept
55 McAlpin Avenue
Mahopac, NY 10541

Ship To: Town of Carmel
Highway Dept
55 McAlpin Avenue
Mahopac, NY 10541

Customer #: NYCARMEL **Order #:** 19646 **Ship date:** 08/27/2013 **Ship-via code:** DAIM
Customer PO: 7464 **Attention:** Shawn Spock **Phone:** 845-628-7474

Item Number	Description	Qty	Price	Unit	Ext Prc
MP-0000-A-559	DC MP-18-559 -6 Columns 100k Capacity - 15" Forks on 1,2 - LONGER & Wider (22") on 3,4,5,6 **ALI/ETL CERTIFIED** Serial # B3H129	1	69,480.18	Each	69,480.18
601-440-009	Weight Gauge - MP-18	6	103.95	EACH	623.70
MP-2400-A-001	Wing Plow Beam Kit - For Mohawk MP18 - 15" Forks (AC or DC)	1	3,991.68	Each	3,991.68
MP-1300-A-020	Hand Pendant - MP Series (Class I-Div 2) (All AC and DC Models)	1	1,247.40	Each	1,247.40
JS-000-A-005	MJS-18-3047 HD Jack Stand **ALI/ETL CERTIFIED** 18,000 lbs	6	1,122.66	Each	6,735.96
JS-000-A-001	MJS-18-4775 HD Jack Stand **ALI/ETL CERTIFIED** 18,000 lbs	6	1,185.03	Each	7,110.18
MP-5100-A-032	Cable Reel Option DC Mobile - Per Column (note 3 reels for 4 column, etc) - new	5	582.12	Each	2,910.60
MP-2500-A-004	HMMWV Adapter Kit - For Mohawk MP18 - 15" Forks (AC or DC)	1	2,494.80	Each	2,494.80
014-010-000	INSTALLATION	1	600.00	EACH	600.00

Total line items: 9

Sale subtotal: 95,194.50

Tax: 0.00

Total: 95,194.50

Tender:

A/R Charge 95,194.50

Net tender: 95,194.50

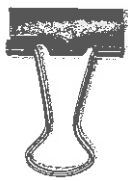
1. This invoice is payable to Mohawk Resources LTD. P.O. Box 110 Amsterdam, NY 12010

2. All overdue accounts are subject to service charges of 2% per month (24% per annum) but not to exceed the maximum permitted by law.

3. Any returned material must have prior written approval and will be subject to a minimum 15% handling fee. All freight charges must be prepaid.

4. If placed for collection, it is the full responsibility of the purchaser to pay any and all legal fees incurred for collection.





New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: 21819

DATE: June 7, 2011

GROUP: 35000 – GARAGE EQUIPMENT AND
VEHICLE LIFTS (Statewide)

PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS

Christopher M. Martinez

Purchasing Officer I

Phone: (518) 474-3856

Fax: (518) 474-8676

christopher.martinez@ogs.ny.gov

CONTRACT PERIOD: December 16, 2009 to
September 30, 2014

OTHER AUTHORIZED USERS

Customer Services

(518) 474-6717

customer.services@ogs.ny.gov

CONTRACTOR/

CONTRACT NO.: MOHAWK RESOURCES LTD. / PC64743

SUBJECT: UPDATED PRICE GUIDE FOR LOT 2 (MOHAWK LIFTS)

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Mohawk Resources Ltd. has submitted and we have accepted an updated price list for Lot 2 (Mohawk Lifts). The updated price list is effective immediately and is as follows:

<u>LOT</u>	<u>MANUFACTURER</u>	<u>PRICE LIST</u>
2	MOHAWK LIFTS	Mohawk Resources Ltd. Retail Price Sheet (Effective May 24, 2011)

Agencies may obtain copies of the new price list from the contractor.

All other terms and conditions remain the same. Please adjust your records accordingly and retain a copy of this Purchasing Memorandum for future reference.



MOHAWK LIFTS

QUOTE

Page 1 of 2

Mohawk Resources Ltd

"Americas best lift investment"

From: Ray Pedrick
Mohawk Lifts
65 Vrooman Ave.
Amsterdam, NY 12010
Phone 1-800-833-2006@ext.15 Fax (518) 842-1289
rpedrick@mohawklifts.com

PROPOSAL # RP-W1-NY226A
DATE: JULY 12, 2013

EXPIRATION DATE 60 DAYS

TO: Shawn Spock
Town of Carmel
55 McCalvin Ave.
Mahopac, NY 10541
(845) 628-7474 ph
(845) 628-7499 shop
(845) 628-1471 fax

For purchase using the
New York State Contract
#PC64743,
valid 12/16/09 – 9/30/14

SALESPERSON	PO #	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Ray Pedrick		Best way	FOB Destination	20 Days ARO	Net 30	

Qty	Part #	Mobile Columns	Unit Price	Total Cost
1	MP-18-559	100,000lb. Capacity Heavy Duty Four Column Lift with 15" forks on Columns 1 and 2 and 22" forks on Columns 3,4,5, & 6 for Dual wheeled applications (DC Powered Lifts)	\$69,480.18	\$ 69,480.18
		OPTIONAL EQUIPMENT		
6	601-440-009	Lift Weight Gauge (1 per column)	\$ 103.95	\$ 623.70
1	MP-2400-A-001	Wing Plow Adapter Kit (complete beam kit)	\$ 3,991.68	\$ 3,991.68
1	MP-1300-A-020	Hand Pendant Control (ETL Certified)	\$ 1,247.40	\$ 1,247.40
6	JS-000-A-005	MJS-18-3047 HD Jack Stand **ALI/ETL CERTIFIED** 18,000 lbs per stand (30 - 47 inch)	\$ 1,122.66	\$ 6,735.96
6	JS-000-A-001	MJS-18-4775 HD Jack Stand **ALI/ETL CERTIFIED** 18,000 lbs per stand (47 - 75 inch)	\$ 1,185.03	\$ 7,110.18
5	MP-5100-A-032	Retractable Cable Reel (DC Only)	\$ 582.12	\$ 2,910.60
1	MP-2500-A-004	Front to Rear Frame Adapter Kit (18k Capacity)	\$ 2,494.80	\$ 2,494.80
Subtotal				\$ 94,594.50
Freight				Included in cost
(optional) Installation				\$ 600.00
Sales Tax (if applicable)				N/A
Total				\$ 95,194.50

Quotation prepared by: Ray Pedrick

This is a quotation for the equipment named, subject to the conditions noted on the following page(s)

THANK YOU FOR YOUR BUSINESS

TERMS AND CONDITIONS OF THE SALE

Page 2 of 2

Installation Disclaimer:

- (If Applicable)
- Installation does not include electrical hook-up or any concrete work that may be required. Electrical and any concrete work that may be required must be performed prior to installer's appointment date.
- The above price is for a normal installation and does not include any unforeseen circumstances such as plumbing, electrical, inground hot water heat, rebar, steel structures, drains, or drain slopes in the existing floor.
- The above price is subject to change if the lift is unable to be installed within 30 days after receipt, if the lift is not in new condition, or if the shop conditions (lack of adequate concrete, no electrical service, etc) is not yet ready for installation and requires additional return trips.
- Any and all permits, fees, etc. are the responsibility of others.
- Above pricing does not include Sales tax, duties, or brokerage fees.

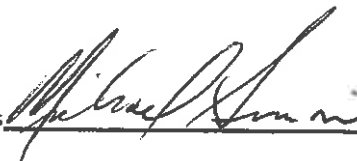
Fork Truck:

- A fork truck must be supplied by customer to unload the lift from the freight carrier's trailer and for the installation of the lift. If a fork truck is not available, customer must make arrangements to pick lift up at a local freight terminal.

If Equipment Is To Be Installed Later Than 30 Days After Delivery:

- Mohawk requires a signed Bill of Lading showing that the equipment was received in good condition with no missing or damaged parts or pieces. If any damage to the lift or missing parts or pieces is noted by the installer at the time of installation, it will be the customer's financial responsibility to replace the damaged or missing parts.
- Payment for the equipment will be due upon receipt (unless other arrangements have been made). Payment will not be held until installation of the equipment is performed.

Please sign if you agree with the stated terms and conditions



Warranty Period: 3 Years

MOHAWK WARRANTIES

EFFECTIVE DATE: 4/1/2012 *

GENERAL WARRANTY INFORMATION:

MOHAWK'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO REPAIRING OR REPLACING ANY PART OR PARTS RETURNED TO THIS FACTORY, TRANSPORTATION CHARGES PREPAID, WHICH PROVE UPON INSPECTION TO BE DEFECTIVE AND WHICH HAVE NOT BEEN MISUSED. DAMAGE OR FAILURE TO ANY PART DUE TO FREIGHT DAMAGE OR FAULTY MAINTENANCE IS NOT COVERED UNDER THIS WARRANTY. ALL WARRANTY CLAIMS MUST BE PERFORMED IN ACCORDANCE TO MOHAWK'S WARRANTY PARTS RETURN POLICY (CONTACT MOHAWK'S SERVICE DEPARTMENT FOR MORE INFORMATION). THIS WARRANTY DOES NOT COVER MIS-DIAGNOSING OF UNIT OR PARTS RETURNED THAT ARE NON-DEFECTIVE. THIS WARRANTY DOES NOT COVER ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR BUSINESS HARM. THIS EQUIPMENT HAS BEEN DESIGNED FOR USE IN NORMAL COMMERCIAL VEHICLE MAINTENANCE APPLICATIONS. A SPECIFIC INDIVIDUAL WARRANTY MUST BE ISSUED FOR UNITS THAT DEVIATE FROM INTENDED USAGE, SUCH AS HIGH CYCLE USAGE IN INDUSTRIAL APPLICATIONS, OR USAGE IN EXTREMELY ABUSIVE ENVIRONMENTS, ETC.. MOHAWK RESERVES THE RIGHT TO DECLINE RESPONSIBILITY WHEN REPAIRS HAVE BEEN MADE OR ATTEMPTED BY OTHERS. THIS WARRANTY DOES NOT COVER LABOR. THIS WARRANTY DOES NOT COVER DOWNTIME EXPENSES INCURRED WHEN UNIT IS IN REPAIR. THE LIFT MUST BE REGISTERED WITHIN 30 DAYS OF INSTALLATION BY MAILING SUPPLIED WARRANTY REGISTRATION CARD TO MOHAWK. THE MODEL NAME AND SERIAL NUMBER OF THE EQUIPMENT MUST BE FURNISHED WITH ALL WARRANTY CLAIMS. THIS WARRANTY STATEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN MOHAWK RESOURCES LTD. AND THE PURCHASER UNLESS OTHERWISE SPECIFICALLY EXPRESSED IN WRITING. THIS NON-TRANSFERABLE WARRANTY APPLIES TO THE ORIGINAL PURCHASER ONLY. THIS WARRANTY IS APPLICABLE TO UNITS LOCATED ONLY IN THE UNITED STATES OF AMERICA AND CANADA. CONTACT MOHAWK RESOURCES LTD. FOR SPECIFIC WARRANTY PROVISIONS FOR UNITS LOCATED OUTSIDE OF THESE COUNTRIES.

STRUCTURAL COMPONENTS (ALL LIFTS):

STRUCTURAL AND MECHANICAL COMPONENTS OF THIS UNIT ARE GUARANTEED FOR THE BELOW STATED TIME FRAME, SPECIFIC TO MODEL LISTED, FROM THE DATE OF SHIPMENT FROM FACTORY, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

25-YEARS STRUCTURAL / 10 YEARS MECHANICAL: MODELS A-7, SYSTEM IA-10, LMF-12, TP-16, TP-18, TP-20, TP-26, TP-30. STRUCTURAL ITEMS COVERED INCLUDE LEG, CARRIAGE, SWING ARM AND SLIDER WELDMENTS. MECHANICAL ITEMS COVERED INCLUDE ROLLER BEARINGS AND LIFTING CHAIN.

5-YEAR: MODELS LC-12, LC-12-3SA, TL-7.

→ **3-YEAR:** MODELS TR-19, TR-25, FL-25, TR-30, TR-33, TR-35, TR-50, TR-75, TR-110, TR-120, **MP-SERIES**, RP-SERIES LIFTS.

2-YEAR: MODELS PARALLELOGRAM SERIES LIFTS.

1-YEAR: MODELS TD-1000, TD-2000, CT-1000, USL-6000.

POWER UNIT (ALL LIFTS):

ALL POWER UNIT COMPONENTS (MOTOR, PUMP AND RESERVOIR) ARE GUARANTEED FOR TWO YEARS FOR PARTS, FROM THE DATE OF SHIPMENT FROM FACTORY, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN THE LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

ELECTRICAL COMPONENTS (ALL LIFTS):

ALL ELECTRICAL COMPONENTS (EXCLUDING MOTOR) ARE GUARANTEED FOR ONE YEAR FOR PARTS, FROM THE DATE OF SHIPMENT FROM FACTORY, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN THE LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

PNEUMATIC-AIR COMPONENTS (ALL LIFTS):

ALL PNEUMATIC (AIR) COMPONENTS (I.E. AIR CYLINDERS AND POPPET AIR VALVES) ARE GUARANTEED FOR ONE YEAR FOR PARTS, FROM THE DATE OF SHIPMENT FROM FACTORY, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN THE LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

HYDRAULIC CYLINDERS (MODEL SPECIFIC LIFTS):

THE FOLLOWING MODELS ARE GUARANTEED FOR 5 YEARS (PARTS ONLY), FROM DATE OF SHIPMENT FROM FACTORY, FOR HYDRAULIC CYLINDERS, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN THE LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS: A-7, SYSTEM IA-10, LC-12, LC-12-3SA, LMF-12, TP-16, TP-18, TP-20, TP-26, TP-30.

ALL OTHER MODELS ARE GUARANTEED FOR TWO YEARS (PARTS ONLY), FROM THE DATE OF SHIPMENT FROM FACTORY, FOR HYDRAULIC CYLINDERS, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN THE LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS (EXCLUDING USL-6000, WHICH IS ONE YEAR).

AFTER THE FIRST 5 YEARS FROM DATE OF SHIPMENT FROM FACTORY, THE "EXTENDED LIFETIME CYLINDER SEAL WARRANTY" (BELOW) IS APPLICABLE TO THE FOLLOWING MOHAWK LIFTS ONLY: A-7, SYSTEM IA-10, LC-12, LC-12-3SA, LMF-12, TP-18, TP-20, TP-26, TP-30. SEE MOHAWK'S "EXTENDED LIFETIME CYLINDER SEAL WARRANTY" FOR SPECIFIC WARRANTY PROVISIONS FOR HYDRAULIC CYLINDERS.

THE "EXTENDED LIFETIME CYLINDER SEAL WARRANTY" IS AS FOLLOWS:

AS THE ORIGINAL PURCHASER OF A MOHAWK LIFT MANUFACTURED BY MOHAWK RESOURCES, LTD. YOU ARE ENTITLED TO AN EXTENDED CYLINDER SEAL WARRANTY. TO QUALIFY FOR THIS WARRANTY, THE FOLLOWING CONDITIONS MUST BE MET:

ALL LIFTS MUST BE REGISTERED WITH MOHAWK RESOURCES, LTD., P.O. BOX 110, 65 VROOMAN AVENUE, AMSTERDAM, NY 12010, WITH THE ORIGINAL CUSTOMER NAME, ADDRESS AND PHONE NUMBER, WITHIN 30 DAYS OF INSTALLATION. (USE POSTAGE PAID WARRANTY REGISTRATION CARD ATTACHED TO THE FRONT OF THE MANUAL PROVIDED.)

MOHAWK'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO SUPPLYING MODEL SPECIFIC CYLINDER SEALS. THE CUSTOMER IS RESPONSIBLE FOR SHIPPING AND HANDLING OF THE SEALS. MOHAWK IS NOT RESPONSIBLE/LIABLE FOR THE REBUILD OF CYLINDERS BY OTHERS. THIS WARRANTY IS NON-TRANSFERABLE AND RUNS TO THE ORIGINAL PURCHASER ONLY.

STANDARD OPTIONS (ALL LIFTS):

ALL STANDARD OPTIONS OF THIS UNIT ARE GUARANTEED FOR ONE YEAR FOR PARTS, FROM THE DATE OF SHIPMENT FROM FACTORY, AGAINST DEFECTS IN WORKMANSHIP AND/OR MATERIALS WHEN LIFT IS INSTALLED AND USED ACCORDING TO SPECIFICATIONS.

CUSTOM LIFTS AND OPTIONS:

ALL "CUSTOM" LIFTS AND/OR "CUSTOM" OPTIONS ARE GUARANTEED ON A CASE-BY-CASE BASIS. CONSULT MOHAWK FACTORY FOR DETAILS ON SPECIFIC CUSTOM LIFTS AND/OR OPTIONS.

WARRANTY EXCEPTIONS (ALL LIFTS):

ADJUSTMENTS: THIS WARRANTY DOES NOT COVER CASUAL AND ROUTINE ADJUSTMENTS SUCH AS, BUT NOT LIMITED TO: FITTINGS, ANCHOR BOLT RE-TIGHTENING, OR ANY SHIMMING OR ADJUSTMENTS REQUIRED DURING A PROPER AND PROFESSIONAL INSTALLATION BY A QUALIFIED INSTALLER.

MAINTENANCE AND INSPECTIONS: IF THIS UNIT IS NOT MAINTAINED AND INSPECTED IN ACCORDANCE TO THE RELEVANT SECTIONS IN THE USERS MANUAL FOR THIS SPECIFIC MODEL, WARRANTY IS VOID. OSHA, ANSI AND MOHAWK REQUIRE THAT RECORDS MUST BE MAINTAINED TO PROVE THAT INSPECTIONS AND MAINTENANCE OF THIS UNIT HAVE BEEN ROUTINELY PERFORMED BY QUALIFIED INDIVIDUALS.

ABUSE: IF THIS UNIT IS FOUND TO BE OVERLOADED (PURPOSELY OR UNKNOWNLY), USED IN A SITUATION BEYOND ITS INTENDED FUNCTION, NOT MAINTAINED OR INSPECTED REGULARLY, OR USED IN AN ABUSIVE ENVIRONMENT OR BEYOND NORMAL SHOP USAGE, ETC., THIS WARRANTY IS VOID IN ITS ENTIRETY.

NON-EXISTENT PROBLEMS: FOR SERVICE VISITS, PART REPLACEMENTS, LABOR, ETC. FOR PARTS FOUND TO BE NON-DEFECTIVE, OR FOR A UNIT DIS-FUNCTION THAT DOES NOT EXIST, IT IS THE LIFT OWNER THAT REQUESTED THE SERVICE VISIT WHO BEARS THE RESPONSIBILITY OF ALL RELATED EXPENSES.

BATTERIES: ALL BATTERIES CARRY THE BATTERY MANUFACTURER'S WARRANTY. MAINTENANCE REQUIREMENTS AND ABUSE PROVISIONS ARE AS STATED BY THE BATTERY MANUFACTURER. REFER TO BATTERY MANUFACTURER'S WARRANTY.

SPECIAL/MODIFIED INSTALLATIONS: THIS WARRANTY DOES NOT COVER "NON-TRADITIONAL" INSTALLATIONS. INSTALLATIONS ARE TO BE DONE ACCORDING TO SPECIFICATIONS, OR THE WARRANTY IS VOID.

WEARABLE COMPONENTS: SOME ITEMS ON LIFTS (IE. SLIDE BLOCKS) ARE SUBJECT TO NORMAL "WEAR AND TEAR" AND ARE NOT COVERED UNDER THIS WARRANTY.

*** THIS WARRANTY SUPERSEDES ALL OTHER WARRANTY POLICIES PREVIOUSLY STATED AND IN ALL OTHER MOHAWK PRODUCT SPECIFIC LITERATURE (MANUALS, BROCHURES, ETC.).**

#11

RESOLUTION APPOINTING HEARING OFFICER

WHEREAS, On November 13, 2013, Supervisor Kenneth Schmitt on behalf of the Town Board of the Town of Carmel, has filed Charges of Misconduct against Employee #2355 and served such Charges of Misconduct on Employee 2355; and

WHEREAS, in accordance with Section 75 of the N.Y. Civil Service Law, the Town Board of the Town of Carmel seeks to appoint a Hearing Officer to conduct a Hearing regarding the Charges of Misconduct.

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel appoints Robert Ponzini, Esq. as Hearing Officer to conduct the Hearing to review the Charges of Misconduct against Employee #2355 filed on November 13, 2013 at an hourly rate of \$250.00; and

BE IT FURTHER RESOLVED that the Hearing shall be held on December 4, 2013 at Carmel Town Hall, 60 McAlpin Avenue, Mahopac, New York, and may commence or continue on any other dates thereafter as set by Hearing Officer Ponzini;

BE IT FURTHER RESOLVED that following the Hearing, Hearing Officer Ponzini will present his report and recommendations to the Town Board of the Town of Carmel for review and decision.

Resolution

Offered by: _____

Seconded by: _____

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