

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 WORK SESSION
Wednesday, November 13, 2013 7:00pm

Pledge of Allegiance – Moment of Silence

Town Board Work Session:

1. Review of Town Board Minutes, October 23, 2013
 2. Robert Vara, Engineering Projects Coordinator – Consider Funding for the Installation of Dry Hydrants – Mahopac Falls Volunteer Fire Department
 3. Robert Vara, Engineering Projects Coordinator – Consider Application for Commercial Carting License – Winter Brothers Hauling
 4. Robert Vara, Engineering Projects Coordinator – Consider Awarding of Bid for St. Michaels Terrace Stormwater Retrofit CF-119B
 5. Robert Vara, Engineering Projects Coordinator – Consider Agreement for Reimbursement of Stormwater Retrofit Expenses incurred by Member Municipality
 6. Michael Simone, Highway Superintendent – Consider Awarding of Bids for Sand, Winter Mix and Guiderails
- **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**
-

Executive Session:

1. Budget Fiscal Year Ending 2014-Personnel

Ronald J. Gainer, P.E.

Town Engineer



(845) 628-1500

(845) 628-2087

Fax (845) 628-7085

#2

Office of the Town Engineer

60 McAlpin Avenue
Mahopac, New York 10541

☒ Work Session 11/13/13

☐ Agenda _____

MEMORANDUM

TO: Carmel Town Board
FROM: Robert Vara
Engineering Projects Coordinator
cc: M. Maxwell

DATE: November 4, 2013
RE: MFVFD Dry Hydrant Discussion

Attached please find a letter from Kevin Neary in his capacity as Chairman of the Dry Hydrant Committee of MFVFD. The matter should be placed on a Town Board Work Session for General Discussion as to Mr. Neary's request.



Tel: (845) 628-1500 Fax: (845) 628-7085 email rg@ci.carmel.ny.us

G:\Engineering\Contracts and RFPs\R2012-0004 Dry Hydrant Corral Drive\11-4-2013 Neary Discussion RV.doc

MAHOPAC FALLS VOLUNTEER FIRE DEPARTMENT, INC.



MEMBER
N.F.P.A.
F.A.S.N.Y.
H.V.V.F.A.
P.C.V.F.A.

P.O. Box 190
Mahopac Falls, New York 10542
(845) 628-4414 • Fax (845) 628-4412
www.mahopacfallsvfd.com

FIRE PROTECTION
DISTRICT 1
TOWN OF CARMEL
PUTNAM COUNTY, NY

Ms Maryann Maxwell
Town of Carmel Comptroller
60 McAlpin Ave
Mahopac New York 10541

Ms Maxwell

As per our conversation regarding the funding of Dry Hydrants. The Mahopac Falls Volunteer Fire Department requests the sum of \$10,000.00 dollars be placed in a fund to facilitate the repair and installation of said Hydrants.

We request this amount to be added each budget year and to accumulate so as to be able to fund the projects when they are brought forward.

Thank You

Kevin T Neary
Chairmen Dry Hydrant Committee.

10-10-13

CC KEN SCHMIDT

Ronald J. Gainer, P.E.
Town Engineer




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

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

#3

☒ Work Session 11/13/13

☐ Agenda _____

To: Ken Schmitt, Supervisor
From: Robert Vara, Eng. Project Coordinator 
Date: November 4, 2013
Subject: Winter Brothers Hauling - Application for Carting License

Attached please find a completed application from Winter Brothers Hauling, along with insurance certificates.

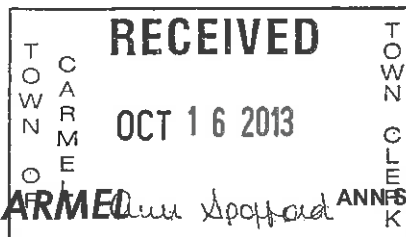
I am forwarding the application to Counsel for review of insurance certificates. This matter should be placed on the next Town Board work session.

Fees are as follows:

Application Fee	\$2,500.00 (New Application)	
Truck Inspection Fee at \$150 per truck x (1) trucks		\$150.00
Total Amount Paid in Full		\$ 2,650.00



cc: Rob Vane



13-06
ct #003738
\$ 2650.00

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANTHONY DI CARLO
Town Councilman
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APPLICATION FOR A LICENSE TO COLLECT AND DISPOSE OF REFUSE
IN THE TOWN OF CARMEL
TO THE TOWN BOARD OF THE TOWN OF CARMEL

Pursuant to Chapter 95 of the Code of the Town of Carmel, any person or entity who desires to collect or engage in the business of collecting refuse and garbage within the Town of Carmel starting on January 1, 1986, shall file a written, certified application for a license with the Town Board containing the following information. If you require additional space for any item, kindly place it on a separate sheet of paper and attach same to this application.

PLEASE PRINT CLEARLY

- Business Name of Applicant Wintres Bros Hauling
Business Address 307 White St, Danbury, CT 06810
Business Telephone Number 203 702 8944
Business Fax Number 203 748 0340
Emergency Telephone Number 203 706 3184
Place of Business Danbury, CT
Employer ID Number DOT # 2138859 27-4348832
Email Address tim.corey@wintresbrosct.com
Web Site www.wintresbrosct.com
- Please List a Schedule of the Fees or Rates to be Charged to Customers (Must Include Recycling)
Residential \$25 - \$35 house/mth
Commercial \$8 - \$25 yd

11/1/13 Per phone convo

per phone convo

Number of Pick Ups per Week: AS Required

3. Billing Cycle: Monthly ☒ Bi-Monthly ☐ Quarterly ☐ Other**

** If Other, Please Explain: _____

4. Trucks or Equipment to be Utilized in Service to Customers in the Town of Carmel:

Year	Make	Body Type	Plate No.	Condition	Owned or Lease
2003	MACK	DUMP	53374A	good	owned

5. The Approximate Volume and Tonnage Each Vehicle will Handle Per Day:

Year	Make	Body Type	Plate No.	Average Tonnage Volume Per Day
2003	MACK	DUMP	53374A	10 tons

10-ton

6A. Contingency Plans for Providing Service in the Event of Equipment Failure:

2006 MACK DUMP K82748 - Back up Truck *Telecom 11/4/13*

7B. Contingency Plans for Providing Service in the Event of Labor Disputes or Other Factors which Cause an Interruption of Service:

* See Attached email

8A. Specifically, what Materials Will Be Recycled? (Please Use Additional Sheets, if Necessary)

PAPER, CARDBOARD, BOTTLES, CANS, PLASTICS (SEE ATTACHED sheet)

8B. Describe the Manner in Which Recyclables will be Collected:

Single stream recyclables collected 1x/week,
separated at our permitted transfer station

9. Where Will Trucks be Stored?

10A. Property Location: 307 White St, Danbury CT

10B. Owner of Property: Long term leased from Beaver Brook

10. Names and Location where Refuse will be Disposed (i.e. landfill/waste to energy facility/material recovery station/transfer station):

Winters Bros Transfer Station, 307 White St Danbury, CT

11. Location(s) of Transfer Station(s) (NOTICE: THERE CAN BE NO TRANSFER OF GARBAGE IN A RESIDENTIAL ZONE OF THE TOWN)

307 White St, Danbury CT

12A. Are Your Employees Members of a Union? Yes ☒ No ☐ If Yes, Please List Union(s)?

RWDSU / UFCW Local 116 and Local 514

12B. Please List Names and Addresses of Three (3) Major Creditors:

1. Noebert Mitchell PO Box 186 Danbury, CT

2. Levine Automotive 118 South St, Danbury CT

3. Gabrielli Truck Sales 277 New Park Ave, Hartford, CT

BUSINESS IS INCORPORATED

13A. Owner(s) of the Applicant Business, if ~~not incorporated~~:

Name	Home Address	Phone Number	Age
Joseph WINTERS	2 EQUINE LN ST. JAMES, NY 11780	203 702-8921	47
SEAN WINTERS	10 Stillwater Rd ST JAMES, NY 11780	203 702-8939	48

" SEE 13A "

13B. If Incorporated, List All Officers and Directors:

Name	Title	Home Address	Home Phone Number
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Any Other Waste Industry ~~Businesses~~ Owned by and/or Associated with the Applicant? ____ Yes ☒ No (If Yes, Please List Name(s) and Address(es) of Business(es))

Name	Title	Home Address	Home Phone Number
------	-------	--------------	-------------------

Any Other Waste Industry ~~Businesses~~ Owned by and/or Associated with the Applicant? ____ Yes ☒ No (If Yes, Please List Name(s) and Address(es) of Business(es))

Name	Title	Home Address	Home Phone Number
------	-------	--------------	-------------------

Any Other Waste Industry ~~Businesses~~ Owned by and/or Associated with the Applicant? ____ Yes ☒ No (If Yes, Please List Name(s) and Address(es) of Business(es))

Name	Title	Home Address	Home Phone Number
------	-------	--------------	-------------------

Any Other Waste Industry Businesses Owned by and/or Associated with the Applicant? Yes X No (If Yes, Please List Name(s) and Address(es) of Business(es))

14. Applicant Must Submit with its Application a Completed Employer Information Report Detailing the Applicant's Work Force Composition.

15. Applicant Must Provide Certificates of Insurance Satisfactory to the Town of Carmel with this Application in Accordance with Chapter 95 of the Town Code as follows:

A. Public Liability \$1,000,000 Single Coverage;
 \$100,000 Per Person;
 \$300,000 Per Accident.

B. Motor Vehicle Bodily
 Injury: \$500,000 Per Person;
 \$1,000,000 Per Occurrence;
 \$50,000 Property Damage

C. Property Damage \$100,000 Per Occurrence

D. Workers' Compensation Insurance

E. Disability Insurance

All Required Insurance shall be Carried Throughout the Term of the License.

The Town of Carmel shall be Noticed as "Additional Insured" on All Insurance Certifications.

All Insurance Policies shall Specify that They Cannot be Canceled, Materially Changed or Modified Without at Least Thirty (30) Days Prior Written Notice, by Certified Mail, Return Receipt Requested to the Town Clerk, Town of Carmel, 60 McAlpin Avenue, Mahopac, NY 10541.

The Applicant Warrants that These Insurance Specifications have been Reviewed with the Insurance Agent or Broker and That the Agent or Broker has been Instructed to Procure the Insurance Coverage Required Herein and to Comply with all Requirements Involving Policy Conditions, Additional Insured(s) and Prompt Delivery of Proper Certificates of Insurance, Binders of Insurance and Actual Insurance Policies.

16A. X Do you hold a License to Collect Refuse in Any Other Municipality?
Yes No

16B. If You Answered Yes, Please List the Names and Addresses:

Name of Municipality

Address

" SEE ATTACHED "

MUNICIPAL PERMITS

MUNICIPALITY

Bridgeport, City of
CRRA (Ct Resource Recovery)
East Haven
Fairfield, Town of
Hamden
HRRA (Housatonic Resource Recovery)
Litchfield, Town of
Manchester, Town of
Milford
Monroe
Naugatuck
New Haven, City of
New Milford
Norwalk, City of
North Haven, Town of
Oxford, Town of
Putnam County, NY
Southbury
Stamford, City of
Stratford, City of
Trumbull
Wallingford
Westchester County Health Dept
Westchester County Solid Waste
Watertown
Westport
Wilton

17. The Attention of the Applicant (and all Officers, Directors, Partners and Employees of Said Applicant) is called to the Federal, State and Local Rules and Regulations Regarding Environmental Matters that must be Observed by the Applicant in the Performance of the Licensed Work, Consisting, of Among Others, Safety of Operations, Noise Control, Prevention and/or Control of Air Pollution, Removal of Waste Materials, Storage of Containers, Minimum Disturbance of Pedestrian and Vehicular Traffic, Maintaining use of Public Facilities and Protection Against Dust Hazards. This enumeration is not a Complete List of Environmental Matters to be Observed.

18. The Applicant shall Furnish to the Town of Carmel all Relevant Documents or information as requested. Failure to Answer Any of These Questions will Result in a Follow-Up Why the Question Was Not Answered. While a "Yes" Answer to Any Question will not Automatically Result in a Negative Finding on the Question of the Applicant.

19A. During the Past Three (3) Years, Has the Applicant or Any Principal, Director, Officer, or Shareholder Owning 50% or More of the Stock of the Applicant (if a Corporation) or Managerial Employee thereof, in Connection with the Business of the Applicant or any Other Firm which is Related by Common Ownership, Control or Otherwise, been Convicted of or Adjudicated as Having Violated any Federal or New York State Environmental Law, Including, But Not Limited to, The Federal Water Pollution Control Act (a/k/a the Clean Water Act), 33 U.S.C. Sections 1251 et Seq.; the Oil Pollution Sections 136 et Seq.; Toxic Substances Control Act, 15 U.S.C. Sections 2601 et Seq.; the New York State Public Health Law; the New York State Environmental Conservation Law; the New York State Navigation Law; the Westchester County Source Separation Law; and the Westchester County Solid Waste and Recycling Collection Licensing Law? Yes _____ No ✓

19B. During the Past Three (3) Years, has the Applicant, or any Principal, Director, Officer or Shareholder Owning 50% or More of the Stock of the Applicant (if a Corporation) or Managerial Employee Thereof in Connection with the Business of the Firm or any Other Firm which is Related by Common Ownership, Control or Otherwise been Convicted of or Adjudicated by a Court of Competent Jurisdiction in New York as Having Committed Unfair Trade Practices or Conduct in Restraint of Competition, Including but not Limited to the Violation of the Sherman Anti-Trust Act (15 U.S.C. §1, §2), the Clayton Act (15 U.S.C. §18) the Robinson Patman Act (15 U.S.C. § 12 et Seq.), the Federal Trade Commission Act (15 U.S.C. §45 et Seq.) Section 340 et Seq. of the New York State General Business Law or Equivalent Violation of the Laws of any other Jurisdiction? Yes _____ No ✓

19C. During the Past Three Years has the Applicant, or any Principal, Director, Officer or Shareholder Owning 50% or More of the Stock of the Applicant (if a Corporation) or Managerial Employee thereof, in Connection with the Business of the Applicant or any other Firm which is Related by Common Ownership, Control or Otherwise, been Convicted of Racketeering Activity, Including but not Limited to an Offense Listed in §1961(1) of the Racketeer Influence and Corrupt Organizations Statute (18 U.S.C. §1961, et Seq.) or an Offense Listed in Subdivision 1 of §460.10 of the Penal Law as Such Statutes may be Amended from Time to Time? Yes _____ No ✓

19D. To the Best of Your Knowledge, is the Applicant or Any Principal, Director, Officer, or Shareholder Owning 50% or More of the Stock of the Applicant (if a Corporation) or Managerial Employee Thereof, in Connection with the Business of the Firm or any other Firm which is Related by Common Ownership, Control or Otherwise, Currently the Subject of Pending Investigation by any Grand Jury, Commission, or Other Entity or Agency or Authority in the State of New York in Connection with any Conduct Listed in 16A and/or B above? Yes _____ No ✓

19E. During the Past Three (3) Years, has the Applicant, or any Principal, Director, Officer or Shareholder Owning 50% or More of the Stock of the Applicant (if a Corporation) or Managerial Employee Thereof, in Connection with the Business of the Applicant or any Other Firm which is Related by Common Ownership, Control or Otherwise, been the Subject of a Civil or Criminal Investigation involving Environmental Laws or Regulations of the State of New York, Including but Not Limited to Those Listed in Question 16A above, or Unfair Trade Practices or Conduct in Restraint of Trade, Including but Not Limited to Those Listed in Question 16B Above? Yes _____ No ✓

19F. As a Result of Any Such Investigation, Referenced in any Subparagraph Above, has any Determination been made by any Federal, New York State or Local Governmental Authority? Yes _____ No _____

19G. Has the Applicant, or any Principal, Director, Officer or Shareholder Owning 50% or More of the Stock of the Applicant, if a Corporation, or Managerial Employee Thereof, ever been Denied or Refused a Collection License in the State of New York? Yes _____ No ✓

If the Answer to Any of the Above Subparagraphs is "Yes," Please Annex to this License Application a Response Setting Forth the Court or Agency in which the Conviction or Determination was Made, the Agency Number, Civil Action Number or Index Number of the Determination, a Copy of the Conviction, Plea Agreement or Determination and a Description of the Conviction or the Determination; and

If You have Answered "Yes" to the Subparagraph Inquiring, About an Investigation, Please Set Forth the Court or Agency Conducting or that Conducted the Investigation, the Approximate Date that the Investigation Commences and, if Applicable, Concluded, the Subject Matter of the Investigation and the Identity of the Person or Entity Involved, and the Result of Said Investigation.

If a Written Determination was Issued, Enclose a Copy of Said Determination.

I DO HEREBY CERTIFY AND DECLARE UNDER PENALTIES OF PERJURY:

1. That of the Statements Herein Contained are True and Correct

2. That I have Received a Copy of and have Read and Understand and Shall Comply with all of the Provisions of Chapter 95 of the Code of the Town of Carmel
3. That all Personnel have Been Instructed to Comply with the Provisions of Chapter 95 of the Code of the Town of Carmel



Authorized Signature of Officer

TIM COREY - MANAGER
Name and Title of Authorized Officer (Please Print)

9/13/13

Date

Revised 10/2012



Single Stream Recycling



Place ALL of the following items in one cart



It's easy and convenient...**NO MORE SORTING!**



This includes:

- Shredded paper
- Plastic caps & lids
- Aluminum foil & pie pans
- Hardcover books
- Pots & pans
- Small plastic toys
- Metal & plastic hangers
- Plastic flower pots
- School paper



Winters Bros.

WASTE SYSTEMS, CT


Recycling for a Healthier Connecticut

If you have any questions, please call us at 203.743.0405

Vara, Rob

From: Tim Corey <Tim.Corey@wintersbrosct.com>
Sent: Monday, November 04, 2013 9:17 AM
To: Vara, Rob
Subject: 2013 Application Refuse Collection License
Attachments: doc05779320131104091847.pdf

Rob:

 Per our conversation today, attached is our Accord Form for proof of Workers Compensation coverage. Also to answer question 7B:

In the case of an interruption in service due to a labor dispute or other factors, Winters Bros has management team members holding valid licenses which would enable services to continue.

Tim Corey, Safety & Compliance Manager
Winters Bros. Waste Systems of CT
O: 203-743-0405
D: 203-702-8944



www.wintersbrosct.com

CONFIDENTIALITY NOTICE: This electronic mail transmission (and any attachment) is intended only for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2013

INSURER
Green Insurance Exchange, LLC
184 High Street
Suite 602
Boston, MA 02110

1-617-391-0245

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Winters Bros. Hauling of CT, LLC
Winters Bros. Transfer Stations of CT, LLC
Winters Bros. Waste System's CT, LLC and WWSCT, LLC
307 White St.
Danbury, CT 06810

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NATIONAL INTERSTATE INS CO

32620

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLW 8199300-00	04/04/13	03/28/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	WIN 8199300-00	04/04/13	03/28/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WWN 8199300-00	04/04/13	03/28/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Evidence of Insurance

CERTIFICATE HOLDER

Town of Carmel
60 McAlpin Ave.
Mahopac, NY 10541

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
09/05/2013PRODUCER
Green Insurance Exchange, LLC

1-617-391-0245

184 High Street
Suite 602
Boston, MA 02110THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED
Winters Bros. Hauling of CT, LLC
Winter Bros. Transfer Stations of CT, LLC
Winters. Bros Waste System's CT, LLC and WWSCT, LLC
307 White St.
Danbury, CT 16810

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: NATIONAL INTERSTATE INS CO

32620

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	GLW 8199300-00	04/04/13	03/28/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	WIN 8199300-00	04/04/13	03/28/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WWN 8199300-00	04/04/13	03/28/14	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Insurance

CERTIFICATE HOLDER

Town of Carmel

60 McAlpin Ave.

Mahopac, NY 10541

USA

CANCELLATION

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AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

***** RECEIPT *****

Date: 10/21/13

Receipt#: 42009

Quantity	Transactions	Reference	Subtotal
1	Carter's License	13-06	\$2,500.00
Total Paid:			\$2,500.00

Notes:

Payment Type	Amount	Paid By
CK #003738	\$2,500.00	Winters Brothers Hauling

Name: Winters Brothers Hauling
307 White Street
Danbury, CT 06810

Clerk ID: PHB

Internal ID: 13-06

***** RECEIPT *****

Date: 10/21/13

Receipt#: 42010

Quantity	Transactions	Reference	Subtotal
1	Carter's License Truck Inspection	13-06A	\$150.00
Total Paid:			\$150.00

Notes:

Payment Type	Amount	Paid By
CK #003738	\$150.00	Winters Brothers Hauling

Name: Winters Brothers Hauling
307 White Street
Danbury, CT 06810

Clerk ID: PHB

Internal ID: 13-06A



#4

November 6, 2013

Rob Vara, Engineering Projects Coordinator
Town of Carmel Engineering Department
60 McAlpin Avenue
Mahopac, New York 10541

☒ Work Session 11/13/13

☐ Agenda _____

RE: St. Michaels Terrace Stormwater Retrofit CF-119B

Dear Mr. Vara:

Our office is in receipt of the six bid packages received by the Town Clerk and opened on October 31, 2013 for the subject retrofit project. Based upon our review of the bid packages, Earth Alterations, LLC, was the apparent low bid for the subject project at a price of \$45,500.00.


The bid package submitted appears to be complete in accordance with the project bid documents. We have completed several projects with Earth Alterations, LLC. in the past couple of years, and are familiar with the contractor's performance and overall quality of work. Based on our review of the bid package submitted, and experience in working with the contractor, we have found the bid package provided to be responsible and complete. Therefore it is our recommendation Earth Alterations, LLC be awarded the subject contract.

If you have any questions or comments regarding this information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By:


Jeffrey J. Contelmo, P.E.
President / Principal Engineer

JJC/rdw

Insite File No. 11168.100

Pasquerello, Anne

Work Session 11/13/13 #5

From: Gainer, Ron
Sent: Friday, October 11, 2013 9:34 AM
To: Schmitt, Kenneth; Frank Lombardi; Suzi McDonough; suzi mcdonough; John Lupinacci; Jonathan Schneider
Cc: Greg Folchetti; Maxwell, Mary Ann; Pasquerello, Anne; Vara, Rob
Subject: MS4 Retrofit Project - St. Michael's Terrace Drainage project
Attachments: ReimbAgreement-AttB.pdf; Carmel-CF-119B-ReimbAgreement-AttA.pdf; Carmel-CF-119B-Reimbursement Agreement-rev0.pdf

Agenda

As the Town Board is aware, this project is currently out for bid. This is actually a project the Town had committed to performing in 2011; however, various regulatory agency delays during design resulted in the project only moving forward at this time. Bids are to be returned on Thursday, October 31.

The cost of the work involves 100% funding reimbursement through MS4 monies available from Putnam County. However, with the more recent creation of the East of Hudson Watershed Corporation (EOHWC) who is now responsible for overseeing the MS4 Program for East of Hudson communities, Putnam County has transferred these funds to the EOHWC for disbursement to the local municipalities. Therefore, the enclosed documents have been provided by EOHWC and must be executed by the Town of Carmel in order to obtain this reimbursement. These are being transmitted herewith for the Town's review and acceptance. Should the Town Attorney have any questions on these documents prior to the Town Board authorizing the Supervisor to execute the agreement, they should be directed to the EOHWC's legal counsel, George Rodenhausen of Rapport Meyers LLP (845-473-7766).

It will be necessary to have these documents executed prior to the Town seeking reimbursement for the project costs. Further, prior to the Town even awarding the project to the lowest responsible bidder, it will be necessary to obtain EOHWC's authorization for this step, as well. I understand that another agreement with EOHWC will be necessary for obtaining reimbursement of the Town's Engineering Consultant costs covering design, bidding and construction services on the project. Upon receipt of this additional paperwork from EOHWC, I'll forward it for your review and acceptance, as well.

Should you have any questions, pls advise.

Ronald J. Gainer, PE, Town Engineer
TOWN OF CARMEL
60 McAlpin Avenue
Mahopac, NY 10541
(845) 628-2087; fax (845) 628-7085
email: rg@ci.carmel.ny.us

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



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.

**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

#6

Pasquerello, Anne

From: Mike Simone [REDACTED]
Sent: Thursday, October 31, 2013 12:07 PM
To: Pasquerello, Anne
Cc: Schmitt, Kenneth; Spofford, Ann; [REDACTED]; Maxwell, Mary Ann;
[REDACTED]
Subject: 2013 Fall Bid Awards
Attachments: 2013 Fall Bid Awards.pdf

☒ Work Session 11/13/13

☐ Agenda _____

Please place the Highway Department on the Town Board Agenda to award the fall bids per the attached.

Thanks for all you do.....

Staci Norton for

Michael Simone, Superintendent of Highways
Town of Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

845.628.7474
FAX 845.628.1471

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

MEMORANDUM

TO: Town Board
FROM: Michael Simone – Highway Superintendent
DATE: October 30, 2013
RE: Highway Requests – Fall Bid Awards

I am recommending the following bids be awarded as follows:

SAND

Red Wing Properties	F.O.B.	=	\$15.50 per ton
	DELIVERED	=	\$19.45 per ton

WINTER MIX

Package Pavement Co., Inc.	-	\$ 78.00 per ton
68 #50 BAGS	-	\$ 333.90 per pallet
MILEAGE ADJ	-	\$ 3.75 per ton

GUIDERAIL—Complete Layout & Installation per NYS DOT specifications

CHEMUNG SUPPLY CORP. (Single Bidder)

Galvanized:	Corrugated beam rail, 12' 6" post spacing	-	\$ 21.24, per linear foot
	Corrugated beam rail, 12' 3" post spacing	-	\$ 24.44, per linear foot
	6" x 6" box beam rail,		
	Spliced plates/hardware inclusive	=	\$ 44.70, per linear foot
	Using type one end sections	-	\$ 694.00, each installed
	Using type two end sections	-	\$1,282.00, each installed
	6" x 6" box beam rail		
	Shop Cut & Mitered Curve	=	\$69.20, per linear foot
Corten:	Corrugated beam rail, 12' 6" post spacing	-	\$ 22.24, per linear foot
	Corrugated beam rail, 12' 3" post spacing	-	\$ 25.44, per linear foot
	6" x 6" box beam rail,		
	Spliced plates/hardware inclusive	=	No Bid
	Using type one end sections	=	No Bid
	Using type two end sections	=	No Bid
	6" x 6" box beam rail		
	Shop Cut & Mitered Curve	-	No Bid
Timber:	Ironwood 1'- 100 L.F.	=	\$ 104.20, per linear foot
	100' and over	=	\$ 89.40, per linear foot
	End terminal, type I timber rail complete	-	\$1,495.00, each
	End terminal, type II timber rail complete	-	\$2,340.00, each
	Anchorage unit guide rail, back slope	-	\$2,340.00, each

MS/Sen

cc Ann Garris – Town Clerk
Gregory Folchetti – Town Attorney
Comptroller's Office