

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

TOWN BOARD SPECIAL VOTING MEETING/ WORK SESSION
Wednesday, May 10, 2017 7:00pm

Pledge of Allegiance – Moment of Silence

Town Board Special Voting Meeting:

1. Res: Authorizing Entry into Contract with Carmel Fire Department, Inc.
2. Res: Authorizing Emergency Repair of Town of Carmel Highway Tree Truck Bucket

Town Board Work Session:

- Review of Town Board Minutes April 19 and May 3, 2017

1. Lt. John Dearman, Mahopac Falls Volunteer Fire Department, Mahopac Volunteer Fire Department - Consider Agreement for Emergency Use of Marine Boat- Lake Mahopac
2. Michael Simone Highway Superintendent – Consider Request to Purchase Parts for Highway Equipment
3. Lake Secor Park District Advisory Board – Consider Request to Approve and Authorize Distribution of Annual Newsletter
4. Lake Secor Park District Advisory Board – Consider Request to Set Rates for Seasonal Part-time Employees
5. Lake Casse Park District Advisory Board – Consider Request to Set Rates for Seasonal Part-time Employees
6. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Change Order #1 for Contract #C236 – CSD #s 1 and 3 Infiltration and Inflow Remediation
7. Richard Franzetti, PE, Town Engineer – Consider Request to Award Bid for the Purchase of Town Vehicles
8. Councilman Frank Lombardi - Consider a Proposed Local Law Banning the Sale and Possession of Synthetic Drugs

- **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. Police Chief Michael Cazzari, Lt. John Dearman - Personnel

RESOLUTION #1

RESOLUTION AUTHORIZING ENTRY INTO CONTRACT

WHEREAS appropriations have been made in the 2017 Town Budget for entry into various contracts for the provision of various services to the Town of Carmel, and

WHEREAS a public hearing was duly held on said contracts on November 2, 2016; and copies of said contracts are on file in the office of the Town Supervisor for the inspection and review of all Town Board members,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor to enter into and execute, on behalf of the Town, contracts with the following contractors for the services indicated in an amount not to exceed that set forth below:

CONTRACTOR	SERVICES	NOT TO EXCEED AMOUNT
CARMEL FIRE DEPARTMENT, INC.	FIRE PROTECTION-FIRE PROTECTION DIST. #3	\$707,000.00

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #2

RESOLUTION AUTHORIZING EMERGENCY REPAIR OF TOWN OF CARMEL HIGHWAY TREE TRUCK BUCKET

RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Highway Superintendent, Michael Simone accepts proposal of CUES of North Franklin, CT, for the emergency repair of bucket on Tree Truck #53 in the amount not to exceed \$6,894.30, which is attached hereto and made a part thereof, 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>	NO
Jonathan Schneider	_____	_____
John Lupinacci	_____	_____
Suzanne McDonough	_____	_____
Frank Lombardi	_____	_____
Kenneth Schmitt	_____	_____



REPAIR WORK-UP

53 Lebanon Road, North Franklin, CT 06254
860-886-7081 or Toll Free 800-526-3916
FAX 860-858-1872 www.cuesequip.com

DATE **05/02/17** PO#
CUSTOMER: Carmel Highway Dept
ADDRESS: 55 McAlpine Ave
CITY: Mahopac
STATE: NY
ZIP: 10541
CONTACT: Shawn
PHONE #: 845-828-7474 CELL #
FAX#: 845-828-1471
EMAIL:
TECH NAME TIME

W/O# 36990 TIM
LOCATION OF TRUCK CUES SHOP
PREVIOUS INSPECTION 2/21/2017
PLATE # R30713
ODOMETER
TRUCK # 53 VEHICLE MAKE INTL
LIFT MAKE ALTEC VEHICLE MODEL DURASTAR
LIFT MODEL LRV60-E70 YEAR 2009
LIFT SERIAL# 0208CV7256 TERMS NET 30
VIN: 9H046742
HOURS:

QTY	PART #	DESCRIPTION	ITEM COST	ITEM TOTAL
1		Evaluate lower boom chain bracket bent for repairs	\$101.00	\$101.00
38	Labor	Diagnose leveling system, entire levelling system, chains sprockets, basket shaft, basket, leveling rods and chains must all be disassembled and removed for inspection due to bent comonents.	\$101.00	\$3,838.00
		Adjust upper boom rest		
		Do not lock drivers door - key lock not working		
		Rear Boom rest - replace ?		
1		Lower boom Basket Leveling adjuster and Pin	\$325.00	\$325.00
1		UPPER CONTROL COVERS	\$1,625.00	\$1,625.00
3	Labor	Replace all plastic upper control covers	\$101.00	\$303.00
3	Diag	E-POWER not operaating from upper or lower controls	\$101.00	\$303.00
1	placards	No placard on E-STOP AND 4 DIRECTION CONTROLLER	\$205.00	\$205.00
	Labor	Labor Rate	\$101.00	
	Travel	Travel Rate		
	Delivery	Pickup / Delivery Rate (\$55.00/Hour) Does not include fuel or tolls for Customer's Vehicle	\$55.00	
	Parts			
	Freight	Estimate Does Not Include Freight		
		SUB TOTAL		\$6,700.00
		Disposal, Misc. and Shop Supplies		\$194.30
		Sales Tax		
		2.0% Fuel Surcharge		
		TOTAL ESTIMATED REPAIR COST		\$6,894.30
		DEPOSIT ON ACCOUNT		
		TOTAL BALANCE		\$6,894.30

I hereby authorize the above repair work to be done with the use of necessary materials. You and your employees may operate above machine for purposes of testing, inspection or delivery at my risk. I agree to pay cash on delivery of machine or on terms satisfactory with you and until paid in full an express mechanics lien is acknowledged on above machine to secure the amount of repairs thereto. CUES, Inc. is not responsible for the theft of contents of the customer's vehicle or body, be it customer or employee's personal property. Please remove all valuables prior to leaving the vehicle. I understand this cost is subject to change should more parts or repair needs be found during these repairs. I will be notified of such changes prior to making additional changes.

ACCEPTED BY

DATE:

5/2/2017

\$6,894.30

Total Deposit

Amount due

\$6,894.30

Completed in of quoted time

WORK SESSION AGENDA ITEM #1

From: [Dearman, John](#)
To: [Schmitt, Kenneth](#); [Lombardi, Frank](#); [McDonough, Suzanne](#); [Lupinacci, John](#); [Schneider, Jonathan](#)
Cc: [Cazzari, Mike](#); [Pasquerello, Anne](#)
Subject: FW: FD/Marine Unit Agreement
Date: Monday, April 24, 2017 2:56:59 PM
Attachments: [SPDCopier17042120320.pdf](#)

Supervisor Schmitt and Board,

I met with Chief's from Mahopac and Mahopac Falls on Friday night to discuss allowing them access to the Police Boat in case of emergency situations on Lake Mahopac. Below is the email that I sent Greg in regards to some questions he had and the parameters that the Chief's and I had come up with. I am forwarding the email to the board for feedback, questions or comments and to request that the respective Chief's and I be on the agenda for the work session on May 10th.

Respectfully,

Lt. John Dearman

John Dearman
Police Lieutenant
Town of Carmel Police Department
60 McAlpin Ave
Mahopac, NY 10541
(845) 628-1300

From: Dearman, John
Sent: Friday, April 21, 2017 10:27 PM
To: Greg Folchetti
Subject: FD/Marine Unit Agreement

Greg,

Attached is the Certificate of Liability Insurance for Mahopac Falls FD. Is this what you're looking for?

As to your questions:

- 1) The Presidents of the respective FD's would be the signers of the agreement. Frank Eglesen for Mahopac and Randy Tompkins for Mahopac Falls.
- 2) We can just do one open ended agreement and they will give an updated list of authorized boat operators every spring. Add/delete names the way they do their membership every so often.

As far as the agreement goes, I'm not sure how you want to write it up? We all agreed that some form of qualifications should be included...

Operator must have Boater Safety Course. Must do four hours of training on the boat with a CPD marine officer designated by the Chief of Police. Must be a current or previous boat owner with experience on Lake Mahopac. If never a boat owner (like a younger member) then they must have 20 hours of documented training/operational experience as a member of the boat crew to go along with above requirements before being given the status of a boat operator. All operators must be approved by the Chief of their respective Fire Dept or his designee.

FD's said they will pay for fuel when they use the boat for training drills. I said Town/PD will pay when the boat responds to emergency or call for service.

I don't know how much of the operational stuff you want to have in the agreement. How/when they contact our desk when there is a 911 call on the lake and that sort of stuff...

These are all good guys, so I don't foresee any real issues with coming to an agreement

Thanks,

Lt. John Dearman

John Dearman
Police Lieutenant
Town of Carmel Police Department
60 McAlpin Ave
Mahopac, NY 10541
(845) 628-1300

REVOCABLE LICENSE AGREEMENT

AGREEMENT made and entered into this _____ day of May, 2017 by and between the TOWN OF CARMEL, a municipal corporation of the State of New York, having its principal office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541 (the "TOWN"), and the MAHOPAC FALLS FIRE DEPARTMENT, INC., a voluntary fire company with a principal address of PO Box 190, Mahopac Falls, NY 10542, (hereinafter designated as "FALLS"); and the MAHOPAC FIRE DEPARTMENT, INC., a voluntary fire company with a principal address of PO Box 267, 741 Route 6, Mahopac, NY 10541, (hereinafter referred to as "MAHOPAC")

WHEREAS, the TOWN is the owner of certain water craft and vessels utilized by the Town of Carmel Police Department in law enforcement activities on certain navigable waters within the boundaries of the Town of Carmel; and

WHEREAS, the TOWN wishes to enter into a revocable license agreement with FALLS and MAHOPAC for the conveyance of permission for duly authorized and approved members of FALL and MAHOPAC to utilize said water craft and vessels subject to the terms and conditions set forth in this agreement; and

WHEREAS FALLS and MAHOPAC wish to enter into this revocable license agreement for the purposes of providing emergency response services and engaging in periodic training exercises utilizing the TOWN-owned water craft and vessels on navigable waters within the Town of Carmel:

In consideration of the foregoing it is hereby agreed as follows:

1. The TOWN shall permit the use of TOWN-owned water craft and vessels upon navigable waters within the Town of Carmel by FALLS and MAHOPAC for the purposes of emergency response on said waters and to engage in

approved training exercises on said waters.

2. FALLS and MAHOPAC shall provide liability insurance in form and coverage limits suitable to the TOWN ensuring that liability coverage carried by FALLS and/or MAHOPAC shall be primary in the event of any loss or casualty occurrence during the course of use of said water craft and vessels owned by the TOWN. Said insurance shall name The Town of Carmel as additional insured and shall be in accordance with the terms and conditions of Schedule "A" attached, which is hereby incorporated into this agreement and made a part hereof. FALLS and MAHOPAC further hereby agree to indemnify and hold harmless the Town of Carmel from all claims, actions, suits, loss, casualty etc., whatever type in nature, including but not limited to personal injury, property damage, etc. which occur and/or accrue as a result of the use of said water craft and vessels owned by the TOWN by FALLS and/or MAHOPAC.
3. Use of said water craft and vessels shall be limited to emergency response services provided by FALLS and MAHOPAC upon navigable waters of the Town of Carmel and training exercises approved by the Town of Carmel Chief of Police upon said navigable waters by FALLS and MAHOPAC.
4. All operators of said water craft and vessels owned by the TOWN shall be on a roster/list approved by resolution of the Town Board of the Town of Carmel upon recommendation by (i) the Chief of Police of the Town of Carmel and (ii) recommendation of the Chief or designee of FALLS or MAHOPAC as shall be applicable, and shall further be subject to the following training and qualifications:
 - A. Any and all operators must have completed a certified and approved Boater Safety Course; and
 - B. Any and all operators must complete a minimum of four (4) hours of training on any water craft to be operated with a Carmel Police Department marine officer designated by the Chief of Police; and

- C. Any and all operators must be a current or previous boat owner with experience on Lake Mahopac OR must have 20 hours of documented training/operational experience as a member of the boat crew in additional to all other requirements in this agreement before being given the status of a boat operator; and
 - D. Any other reasonable requirements that the Chief of Police may require.
-
- 5. Fuel utilized for emergency response services pursuant to this agreement shall be the responsibility of the TOWN. Fuel utilized for training exercises shall be borne by FALLS or MAHOPAC as shall be applicable.
 - 6. The TOWN shall have the right to revoke and/or rescind this agreement by resolution of the Town Board upon 30 day(s) notice to FALLS and/or MAHOPAC.

Dated this _____ day of May, 2017 at Mahopac, NY.

The Town of Carmel

Mahopac Falls Volunteer Fire Dept.

By: Kenneth Schmitt
Town Supervisor

By: Randy Tompkins, President

Mahopac Volunteer Fire Dept.

By: Frank Egelsen, Jr. President

SCHEDULE A
TOWN OF CARMEL
INSURANCE REQUIREMENTS

Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the TOWN OF CARMEL as an unrestricted additional insured on the contractor's insurance policies, with the exception of Workers' Compensation and Employer's Liability. Before any of the work is started under this contract, the contractor shall file with the municipality an ACCORD certificate(s) of insurance or equivalent.

The policy naming the TOWN OF CARMEL as an additional insured shall:

1. Be an insurance policy from an A.M. Best rated "secured" or better New York State admitted insurer.
2. Provide for 30 days' notice of cancellation.
3. State that the contractors' coverage shall be primary coverage for the TOWN OF CARMEL, its Board, employees and volunteers.
4. The TOWN OF CARMEL shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

The contractor/vendor agrees to indemnify the TOWN OF CARMEL for any applicable deductibles.

REQUIRED INSURANCE

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

Automobile Liability

\$1,000,000 per occurrence/\$2,000,000 aggregate, with the municipality as the named insured.

Excess/Umbrella Insurance

\$10,000,000 per occurrence/\$20,000,000 aggregate.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2017

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

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

PRODUCER
Brown & Brown of New York Inc. dba Spain Agency
625 Route 6

Mahopac NY 10541

INSURED
Mahopac Falls Volunteer Fire Department, Inc.
P O Box 190

Mahopac Falls NY 10542

CONTACT NAME: Diane Greenberg

PHONE (A/C, No, Ext): (845) 628-4500

FAX (A/C, No): (845) 628-1804

E-MAIL ADDRESS: dgreenberg@spainins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Arch Insurance Co.

11150

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	MEPK07882505	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 10,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:					\$
A	AUTOMOBILE LIABILITY		MEPK07882505	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> 19					PIP-Basic \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		MEUM07904505	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	<input type="checkbox"/> CLAIMS-MADE					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is included as an Additional Insured as required by written contract or written agreement.

CERTIFICATE HOLDER

CANCELLATION

Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

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

AUTHORIZED REPRESENTATIVE

Michael Spain/MP

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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: APRIL 18, 2017

RE: REQUEST TO PURCHASE PARTS

Our 2004 New Holland Flail Mower is in need of an arm assembly and flail head.

- I request authorization to purchase these parts, totaling \$27,016.45 from Westchester Tractor, Inc, vendor # 4322, per the attached quotes

cc Comptroller MaryAnn Maxwell



KOBELCO

WESTCHESTER

TRACTOR, INC.

60 INTERNATIONAL BLVD., BREWSTER, NEW YORK 10509

Phone (845) 278-7766 Fax (845) 278-4431

E-Mail: equip@wtractor.com

Website www.wtractor.com



Kubota

SOLD TO
04190 TOWN OF CARMEL
55 MCALPIN AVENUE
MAHOPAC, NY 10541

SHIP TO

Sold By: 007 PO #: Date 4/07/17 QUOTE Q903102
Ship By: Tax #: 10:10:01 Open

Tax	D	Qty	Description	Price	Amount
			Attn: Sean		
			PARTS COUNTER		
00000		1 13	02961817AR ARM ASSY.	Q903102 14100.00	14100.00

replacement arm assy. for A-boom mower
would have to order approx time 3 to 4 weeks to build

thank you
Glenn T. Gordon
Parts Manager
Westchester Tractor

Quote Valid for 30 Days from Date Printed Above
Deposits are Non-Refundable

** SUBTOTAL 14100.00

X _____ Charge Sale

Phone: (845) 628-7474

PAY THIS
AMOUNT

\$14100.00

Quotation

QUOTE DATE: April 7, 2017

Quotation valid for (days): 30

Quotation valid until: May 7, 2017

Prepared by: Jeff Underhill (VP)

Salesman's Phone #: (914) 490-6405

Salesman's Email: jeff@wtractor.com

Town of Carmel	PHONE	EXT	FAX
	CELL		
	EMAIL		



MACHINE AND OPTIONS		PRICE
New replacement 48" grass flail head for Alamo AB17 "A-Boom"		\$14,537.00
	NJPA/OGS discount 15%	(\$2180..55)
	discounted	\$12,356.45
	freight in	\$560.00
	total FOB Brewster, NY	\$12,916.45
TRADE UNITS		
TOTAL		
TOTAL TAX		\$ -
TOTAL PRICE		\$ -

PLUS TAX IF APPLICABLE

Lake Secor Park District

Community News Letter

Summer 2017

Welcome To Summer

Welcome to another fun filled summer at Lake Secor! We would like to take this opportunity to welcome back the residents that have called this community home and welcome all the people that have moved in.

Last year we were able to get a new play set for the children, re-mulch the play area and build a fishing dock for all to enjoy. This year we plan on adding some new sand to the beach, putting in some more mulch in the play area and painting the docks! We love to hear from you, if you have some input please feel free to come to our monthly meeting it's the second Tuesday of every month. Check out of Facebook page @lakesecor for up to the minute details.

IMPORTANT DATES

- 5.27 Beach area opens weekends only....limited swimming
11:30-8
- 5.29 Memorial day
- 6.23 Beach opens full time
11:30-8
- 9.4 Beach closes full time weekend swimming if available

Boats

Please keep in mind all boats kept on beach property must be registered. Registering your boat will not cost anything, but it will allow us to contact you if something should happen or it needs to be moved. Just send me an email kbrenner753@yahoo.com for your registration number.

Pavilion

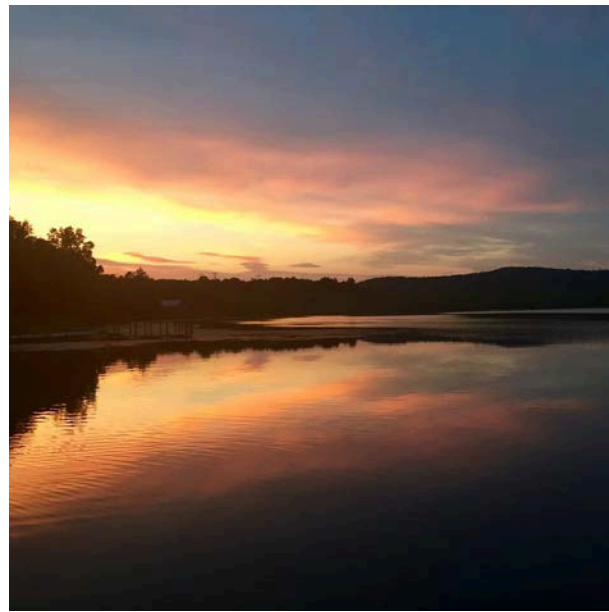
The Pavilion is for use for all of the residents of Lake Secor. We want you to have fun but please keep in mind that there are other residents using the beach and your gathering must not interfere with the residents who are enjoying the lake. Please follow the rules of the beach and pavilion when using the pavilion area. Failure to do so may result in your removal from the beach area.

The new playset





Fishing Contest 2016



Sunset over Lake Secor

Vandalism

Vandalism continues to be an issue in the area. If you see something please contact the Carmel Police department at 845.628.1300

Beach Passes

Your 2017 Beach passes are enclosed. They are required for entry into the beach, and they are non-transferrable.

Thank you from all of us on the Lake Secor advisory board, we look forward to making this summer fun and enjoyable. If you have any input we want to hear from you. Just drop us an email at kbrenner753@yahoo.com.
Happy Summer!

From: [Karl Brenner](#)
To: [Pasquerello, Anne](#)
Subject: Secor Guard rates
Date: Wednesday, May 03, 2017 6:14:15 PM

Hello Anne,

The rates for the guards will remain unchanged this year and should be as follows. Please let me know if you need anything more and as always thank you for keep up on this for me.

- Head lifeguard.....\$20.00 p/h
- Lifeguard.....\$14.50 p/h
- Lifeguard two years.....\$12.00 p/h
- Junior Lifeguard.....\$10.00 p/h

Karl

2017 Lake Casse Lifeguard and Gate guard pay rates

Position	Rate of Pay
Lifeguard	\$16.00/hr
Lifeguard	\$15.00/hr
Lifeguard	\$13.00/hr
Gate guard	\$14.00/hr
Gate guard	\$ 12.00/hr

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: April 26, 2017

Cc: M. Maxwell, Comptroller

Re: Change Order #1- Contract C236- CSD 1/CSD 3 Infiltration and Inflow Remediation

As the Board is aware, the referenced project was awarded to Green Mountain Pipeline Services, Inc.

Contracts were signed and a NOTICE TO PROCEED was issued by this department on October 19, 2016. Due to winter weather and Engineer review time the date for substantial completion is changed to July 14, 2017. This delay is not caused by the Contractor. In order to ensure appropriate time for the contractor to complete the project, we recommend that the Board authorize Work Change Order #1 (attached). The proposed contract completion date would then be on or before October 9, 2017.

Attached please find the proposed **no-cost** Change Order #1 (3 copies) which provides for modifications of task frequency and additional services to be provided by the contractor.

We recommend that the Board approve Change Order #1 and authorize the Supervisor to sign the same.

CHANGE ORDER

No. 1

TOWN OF CARMEL
CARMEL SEWER DISTRICT 1 AND CARMEL SEWER DISTRICT 3
INFILTRATION AND INFLOW REMEDIATION
C236

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Town of Carmel
OWNER's Contractor No.: C236

CONTRACTOR: Green Mountain Pipeline Services, Inc.

ENGINEER: Town of Carmel Engineering Department

The parties agree to the following modifications:

The original contract requires substantial completion by June 13, 2017. Due to winter weather and engineering review time the date for substantial completion is changed to July 14, 2017. The date for final completion is changed to October 9, 2017. There will be no change to Contract cost as a result of this Change Order.

Reason for Change Order: Winter weather and engineering assessment of sewer and manhole video.

RECOMMENDED:

ACCEPTED:

APPROVED:

By: _____
Engineer (Authorized Signature)

By: 
Contractor (Authorized Signature)
RYAN VAN SCHOICK

By: _____
Owner (Authorized Signature)

Date: _____

Date: 4/25/17

Date: _____



April 13th, 2017

John E. Folchetti
J. Robert Folchetti & Associates, LLC
31 Sodom Rd
Brewster, NY 10509

RE: Carmel, NY Infiltration & Inflow Remediation Project – Extension of Time

Mr. Folchetti,




















After discussing the changes in the scope of this project Green Mountain Pipeline Services would like to request an extension of time which would bring the substantial completion of this project to July 14th, 2017. This extension is to include all excavation, CIPP and manhole work to be completed in order for us to closeout this project. Please see attached Project Schedule of how GMPS intends on completing this project in the requested amount of time.

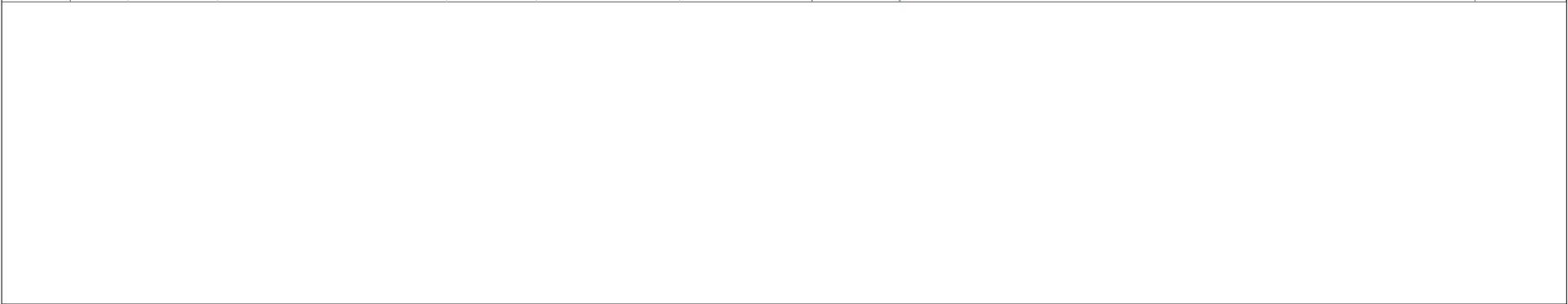
If you have any questions or concerns, please feel free to contact me.

Best,

Ryan Van Schoick

Ryan Van Schoick
Project Manager

ID		Task Mode	Task Name	Duration	Start	Finish	<div> <div>4/9</div> <div>4/16</div> <div>4/23</div> <div>May 4/30</div> <div>5/7</div> <div>5/14</div> <div>5/21</div> <div>5/28</div> <div>June 6/4</div> <div>6/11</div> <div>6/18</div> </div>									
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14																
15																



Project: Carmel, NY - Project Sc

Date: Tue 4/18/17

Task

Split


Milestone


Summary


Project Summary


Inactive Task


Inactive Milestone

















Inactive Summary

Manual Task


Duration-only


Manual Summary Rollup


Manual Summary


Start-only


Finish-only


















External Tasks


External Milestone


Deadline


Progress


Manual Progress











CHANGE ORDER

No. 1

TOWN OF CARMEL
CARMEL SEWER DISTRICT 1 AND CARMEL SEWER DISTRICT 3
INFILTRATION AND INFLOW REMEDIATION
C236

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Town of Carmel
OWNER's Contractor No.: C236

CONTRACTOR: Green Mountain Pipeline Services, Inc.

ENGINEER: Town of Carmel Engineering Department

The parties agree to the following modifications:

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ACCEPTED:

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By: _____
Engineer (Authorized Signature)

By: 
Contractor (Authorized Signature)
RYAN VAN SCHOICK

By: _____
Owner (Authorized Signature)

Date: _____

Date: 4/25/17

Date: _____



April 13th, 2017

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J. Robert Folchetti & Associates, LLC
31 Sodom Rd
Brewster, NY 10509

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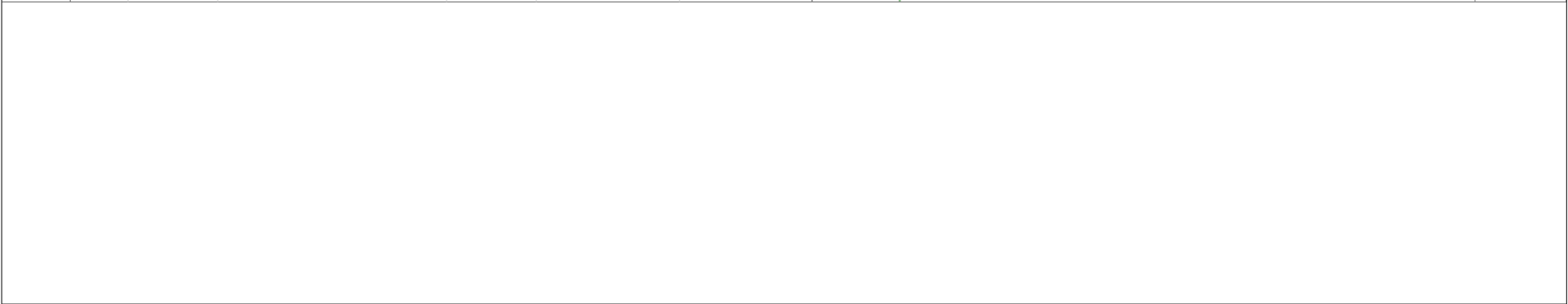
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Ryan Van Schoick

Ryan Van Schoick
Project Manager


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Project: Carmel, NY - Project Sc

Date: Tue 4/18/17


Task




Inactive Summary




Split




Milestone




Summary



Project Summary



Inactive Task



Inactive Milestone

Manual Task


Duration-only


Manual Summary Rollup


Manual Summary


Start-only


Finish-only















External Tasks


External Milestone


Deadline


Progress


Manual Progress











CHANGE ORDER

No. 1

TOWN OF CARMEL
CARMEL SEWER DISTRICT 1 AND CARMEL SEWER DISTRICT 3
INFILTRATION AND INFLOW REMEDIATION
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DATE OF ISSUANCE: _____

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OWNER: Town of Carmel
OWNER's Contractor No.: C236

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Engineer (Authorized Signature)

By: 
Contractor (Authorized Signature)
RYAN VAN SCHOICK

By: _____
Owner (Authorized Signature)

Date: _____

Date: 4/25/17

Date: _____



April 13th, 2017

John E. Folchetti
J. Robert Folchetti & Associates, LLC
31 Sodom Rd
Brewster, NY 10509

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Mr. Folchetti,




















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Project: Carmel, NY - Project Sc

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Task

Split


Milestone


Summary


Project Summary


Inactive Task


Inactive Milestone

















Inactive Summary

Manual Task


Duration-only


Manual Summary Rollup


Manual Summary


Start-only


Finish-only


















External Tasks


External Milestone


Deadline


Progress


Manual Progress











Richard J. Franzetti, P.E.
Town Engineer




WORK SESSION AGENDA ITEM #7

(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: May 4, 2017
Re: C 256- Purchase and Maintenance of Vehicles

Bids were solicited for the referenced matter. On Tuesday May 2, 2017 the Town Clerks opened attached the single bid, from Park Ford of Mahopac, in the amount of \$105,364.00.

The proposed purchase is for four (4) 2017 Ford Escapes specified as follows:

Ford Escape SE (Four Wheel Drive)

- a. 2.0L Eco Boost Engine
- b. Interior Color- Charcoal Black
- c. Exterior Color- Oxford White
- d. Seat Surfacing- Cloth
- e. Front and Rear mud flaps
- f. 2 spare key fobs per vehicle

The price includes the standard Ford Model year 2017 Warranty and the Ford Protect Premium Maintenance Plan (FPPMP). The attached FPPMP is for 5 years or 150,000 miles (whichever comes first), with a service frequency at 5,000 mile interval. Vehicles serviced shall be ready for pick up by the Town of Carmel on or before 3:00 PM, provided that the vehicle was delivered for service prior to 10:00 AM on the same day.

As the bid contained a servicing element, the field of potential bidders was limited to a 25 mile radius of the Carmel Town Hall. This limitation resulted in the attached list of 11 potential bidders. The attached public notice for the bid was mailed to each of these vendors, well in advance of the availability of bid documents and was subsequently followed up by a phone call from this department. Per the attached two (2) dealers picked up specifications and Park Ford was the only bidder.

Per the attached we have received confirmation from the Comptroller's office that funds are available for this purchase.

Based upon the above, we recommend that the purchase be awarded to Park Ford for \$105,364.00.



Contract 256 – Purchase and Maintenance of Vehicles



1

By submission of this Bid, each BIDDER and each person signing on behalf of any BIDDER certifies, and in the case of a joint bid each, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and any other Bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in the Bid have not been knowingly disclosed by the BIDDER and will not knowingly be disclosed by the BIDDER prior to opening, directly or indirectly, to any other BIDDER or to any competitor; and

No attempt has been made or will be made by the BIDDER to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

PROVIDE BID AMOUNTS BELOW

C 256 PURCHASE AND MAINTENANCE OF VEHICLES FOR THE TOWN OF CARMEL

ITEM	QUANTITY	Unit Price Bid dollars	Unit Price Bid words	Total Bid price X Estimated quantity
Ford Escape SE	4	\$ 26,341	Twenty Six Thousand Three hundred forty one	\$ 105,364

PRICING INCLUDES WARRANTY AND MAINTENANCE PLAN AS SPECIFIED.

VENDOR'S NAME:

Peak Ford of Mahopac

ADDRESS:

276 Route 6 Mahopac NY

SIGNED:

RC [Signature]

DATE:

4-25-17

PRINTED NAME & TITLE:

Richard DiStasio Pres

Affix
Corporate Seal



Contract 256 – Purchase and Maintenance of Vehicles



**BID FORM
TOWN OF CARMEL**

THIS BID IS SUBMITTED TO: THE TOWN OF CARMEL

The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with the TOWN in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

The BIDDER accepts all terms and conditions of the Advertisement or invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with Bonds and other documents required by the Bidding Requirements within fifteen days after the date of TOWN'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreements, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE 4-25-17 NUMBER C256

BIDDER MUST INSERT DATE AND NUMBER OF ADDENDA ABOVE.

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN DISQUALIFICATION.

BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing to the work.

BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respects of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.



Contract 256 – Purchase and Maintenance of Vehicles



TOWN OF CARMEL

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the undersigned bidder(s) (certified) (certify) that to the best of (his) (their) knowledge and belief:

- a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder or with any competitor.
- b) The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid.

IN WITNESS WHEREOF, (I) (We) have executed this certificate and affirm the truth of the statements therein set forth under penalty of perjury the 25 day of April, 20 17.

CONTRACTOR'S NAME:

Peak Force of Madison

[Signature]

Signature of Individual Signing Bid

Drive On with Peace of Mind.

Comprehensive Maintenance Coverage for Ford and Competitive-Make Vehicles.

Keep your car or truck running great for years to come with a Ford Protect Premium Maintenance Plan. Covering scheduled maintenance required by the manufacturer, including normal wear items, these prepaid plans help protect you against rising labor and parts costs.

Enjoy Premium Protection for Miles and Miles.

With this plan, you'll be able to protect your vehicle and budget with timely care and inspections that may:

- Prevent serious and expensive repairs
- Help you maintain optimal performance
- Lock in future maintenance costs at today's prices
- Possibly increase your vehicle resale value



- All service intervals purchased must be completed before the coverage ends
- Coverage begins at the New Vehicle Limited Warranty start date and zero miles
- Coverage ends at the earlier of the number of years purchased or number of miles purchased

Features of Premium Maintenance Plans.

\$0 Deductible per Covered Repair Visit	✓
Scheduled Maintenance Coverage	✓
Limited Wear Item Coverage	✓
First-Day Rental Option (available on most vehicles)	✓
Transferable to Subsequent Owner (transfer fee applies)	✓
Full Synthetic Oil Option (available on most vehicles)	✓
Multiple Service Intervals Available (5,000, 7,500 and 10,000 miles)	✓

Coverage for Scheduled Maintenance.

The following services are representative of the required maintenance for your vehicle. Your specific plan will be based on requirements indicated in your Owner's Scheduled Maintenance Guide.

- Change engine oil and replace oil filter
- Inspect and rotate tires
- Inspect brake pads/shoes/rotors/drums, brake lines and parking brake system
- Inspect wheel ends for end play and noise
- Inspect and lubricate steering linkage, ball joints, suspension and, if equipped, halfshafts, driveshafts and u-joints
- Change transmission fluid
- Replace fuel filter
- Replace engine air filter
- Change engine coolant
- Replace PCV valve
- Change transfer case fluid*
- Inspect and lubricate 4x4 front axle shaft u-joints*
- Lubricate 4x4 front hub needle bearings*
- Lubricate 4x2 front wheel bearings, replace grease seals and adjust bearings*
- Fill diesel exhaust fluid*

*If equipped.

Multi-Point Inspection.



At each scheduled service appointment, your vehicle will also undergo a comprehensive multi-point inspection as indicated in your Owner's Scheduled Maintenance Guide.

- Check fluid levels and fill:
 - Transmission (if equipped with a dipstick)
 - Brake reservoir
 - Power steering
 - Coolant recovery reservoir
 - Window washer
 - Diesel exhaust fluid (if necessary)*
- Check systems and components:
 - Horn, interior lights, exterior lamps, turn signals, and hazard and brake lights
 - Windshield washer spray, wiper operation and wiper blades
 - Windshield for cracks, chips and pitting
 - Radiator, heater and air conditioning lines (leaks and damage)
 - Engine air filter
 - Oil and fluid leaks
 - Exhaust system (leaks, damage, loose parts)
 - Steering and steering linkages
 - Shocks/struts and other suspension components (leaks and damage)
 - Accessory drive belt(s)
 - Clutch operation*
 - Tires for wear and proper air pressure

Plans for Every Driver.

PREMIUM MAINTENANCE PLAN TIME AND MILEAGE OPTIONS

(All Makes and Models – Gas/Hybrid/Diesel)

Plan Length or Miles Covered (Coverage ends at the earlier of years or mileage)	Maintenance Frequency		
	5,000 ^o Miles	7,500 Miles	10,000 Miles
Total Number of Service Visits			
2 Years			
25,000 Miles	5	3	2
30,000 Miles	6	4	3
3 Years			
30,000 Miles	6	4	3
36,000 Miles	7	5	4
45,000 Miles	9	6	4
60,000 Miles	12	8	6
75,000 Miles	15	10	8
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
4 Years			
48,000 Miles	10	7	5
60,000 Miles	12	8	6
75,000 Miles	15	10	8
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
5 Years			
36,000 Miles	7	5	5
48,000 Miles	10	7	5
60,000 Miles	12	8	6
75,000 Miles	15	10	7
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
6 Years			
36,000 Miles	7	6	6
48,000 Miles	10	7	6
60,000 Miles	12	8	6
75,000 Miles	15	10	7
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
7 Years			
36,000 Miles	7	7	7
48,000 Miles	10	7	7
60,000 Miles	12	8	7
75,000 Miles	15	10	8
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
8 Years			
36,000 Miles	7	7	7
48,000 Miles	10	7	7
60,000 Miles	12	8	7
75,000 Miles	15	10	8
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15

^oCoverage includes "severe duty" maintenance items (if required).

Drive On for Miles.

Drive On with Confidence.

Premium Maintenance Plan

Extended Service Plan

In addition to preventive maintenance, Premium Maintenance also offers these great benefits:



The Ford Protect Extended Service Plan that Is 100% Backed by Ford Motor Company



Service Provided at Ford and Lincoln Dealerships in the U.S., Canada and Mexico



Ford-Authorized Parts and Service

- Covered repairs are made with Ford-authorized parts by factory-trained and certified technicians



First-Day Rental Option

- Provides coverage of \$30 a day for up to 2 days for covered repairs



There Is a \$0 Deductible



Coverage Is 100% Transferable

- If you ever sell your vehicle, the new owner can take advantage of remaining coverage. This could help attract buyers, plus it may bring an INCREASED RESALE VALUE for your vehicle (transfer fee applies).



Flexible Payment Options ... Everyone Qualifies!

- 0% APR interest-free Installment Payment Plan with flexible payment options is available when the extended service plan is not included in the vehicle financing; everyone qualifies, making it the smart choice.



It's more than just a routine oil change. Keep your vehicle running at its optimum performance with a Ford Protect Premium Maintenance Extended Service Plan.

This comprehensive plan provides premium protection for your vehicle with routine inspections, preventive care and replacement of normal wear items that require periodic attention to ensure it's running at top performance.

Premium Maintenance covers these important maintenance items:



Engine oil and filter changes



Multi-point inspections



Tire rotations



Brake pads and linings



Shock absorbers/struts



Spark plugs



Clutch discs



Engine belts



Wiper blades



FORD PROTECT®

This brochure is intended to provide general information about a Premium Maintenance Extended Service Plan offered by Ford Protect. It was printed for the October 2017 plan year. Prices and plan details may have changed after the brochure was printed. Plan availability, benefits, coverage and provider may vary by state. Please refer to your plan's service contract for the actual terms and conditions.

17FLP-PMPBRCH-F
64172_672b

Printed in the U.S.A.

October 2016



Go Further

C256 Bidders List Car Purchase

Park Ford of Mahopac, Inc.

276 Route #6
Mahopac, NY 10541
(845) 628-8800

Brewster Ford

1024 Route 22
Brewster, NY 10509
(866) 227-2405

Arroway Ford

519 Bedford Rd.
Bedford Hills, NY 10507
(914) 241-1000

Freedom Ford, Inc.

420 Fishkill Avenue
Beacon, NY 12508
(845) 831-1400

Schultz Ford W Haverstraw, Inc.

27 N Route 9W
West Haverstraw, NY 10993
(845) 947-2500

Pleasantville Ford Inc.

47 Pleasantville Road

Pleasantville, NY 10570
(914) 769-1800

Colonial Ford

126 Federal Road
Danbury, CT 06811
(203) 748-3503

Sunshine Ford-Lincoln, Inc.

40 Route 17k
Newburgh, NY 12550
(845) 561-3900

Friendly Ford

2250 South Road
Poughkeepsie, NY 12601
(845) 462-1900

Schultz Ford Lincoln, Inc.

80 Route 304
Nanuet, NY 10954
(877) 724-8589

Stamford Ford Lincoln

212 Magee Avenue
Stamford, CT 06902
(203) 357-0357

LEGAL NOTICE

**LEGAL NOTICE
ADVERTISEMENT
FOR BID**

NOTICE IS HEREBY
GIVEN that sealed bids will be received at the Office of the Town Clerk, Town of Carmel, 60 McAlpin, Mahopac, New York 10541, until 11:00 AM on May 2nd, 2017 at which time all bids will be publicly opened, read and recorded by the Town Clerk for the following:

**CONTRACT #C256
PURCHASE AND
MAINTENANCE OF
VEHICLES
FOR THE TOWN OF
CARMEL**

All bidders must comply with Section 103(a) and 103(d) of the General Municipal Law relating to non-collusive bidding and waiver of immunity against criminal prosecution.

Specifications may be obtained at the Office of the Town Clerk, at the above address, beginning April 13th, 2017 between the hours of 8:30 AM - 4:30 PM, Monday through Friday.

Bid envelope shall be marked "BID" plus bid title and number.

The Town Board of the Town of Carmel reserves the right to reject any and all bids and abandon the proposal or may reject all bids and re-advertise at a future date.

By Order of
the Town Board
of the Town of Carmel
Ann Spofford, Town Clerk

PURCHASE & MAINTENANCE OF VEHICLES
Contract C256-2017

Bid Opening: May 2, 2017 @ 11:00 AM

	Name/ Address	NCBC	Receipt of Addendum	Unit Price	Total Bid Amount
#1	Park Ford & Mohopoc 276 Route Six Mohopoc, NY	yes	yes	26,341.00	\$105,364.00
#2					
#3					
#4					
#5					
#6					
#7					
#8					

From: [Tenefrancia,Michelle](#)
To: [Franzetti,Richard](#)
Cc: [Vara, Rob](#); [Maxwell,Mary Ann](#)
Subject: RE: 05-04-17 - C 256 Car purchase budget
Date: Thursday, May 04, 2017 9:06:24 AM

Rich,

Yes, funds are available in the "Reserve for Equipment Purchases" budget line 100.1989.0879.

~ Michelle ~

From: Franzetti,Richard
Sent: Thursday, May 04, 2017 8:53 AM
To: Tenefrancia,Michelle
Cc: Vara, Rob
Subject: 05-04-17 - C 256 Car purchase budget

Michelle

As we discussed can you please confirm if there are sufficient funds allocated for the purchase of vehicles.

The bid result was \$105,364.00.

Thanks

Richard J. Franzetti. P.E, BCEE, LEED ^{AP}
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

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.

LOCAL LAW INTRO. NO. -2016

A LOCAL LAW amending the Laws of Westchester County by adding a new Article XXIX to Chapter 863 of the Laws of Westchester County, the Consumer Protection Code, banning the sale and possession of synthetic drugs.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. Chapter 863 of the Laws of Westchester County, the Consumer Protection Code, is hereby amended by the addition of a new Article XXIX to read as follows:

ARTICLE XXIX

Sec. 863.1601. - Definition.

Sec. 863.1602. - Sale prohibition.

Sec. 863.1603. - Possession prohibition.

Sec. 863.1604. - Reverse pre-emption.

Sec. 863.1605. - Severability.

Sec. 863.1606. - Penalties.

Sec. 863.1601. - Definition.

Whenever used in the in Article the term "synthetic drug" shall mean any product, whether described as tobacco, potpourri, herbs, incense, spice, aromatic, or any combination thereof, and whether marketed for the purpose of being smoked, ingested or injected, or otherwise marketed, which includes, but is not limited to, one or more of the following hallucinogenic substances: (1) 1-Pentyl-3-(1-Naphthoyl) Indole: some trade or other names: JWH-018; or (2) 1-Butyl-3-(1 naphthoyl) Indole: some trade or other names: JWH-073; or (3) 1-[2-(4Morpholinyl) Ethyl]-3-(1Naphthoyl) Indole: some trade or other names: JWH-200; or (4) 5-(1, 1-Dimethyloctyl)-2-[1R, 3S)-3-Hydroxycyclohexyl]-Phenol: some trade or other names: CP-47, 497; or (5) 5-(1, 1-

Dimethyloctyl)-2-[(1R, 3S)-3-Hydroxycyclohexyl]-Phenol; or some trade or other names; Cannabicyclohexanol; CP447, 497 C8 Homologue; or (6) a material, compound, mixture or preparation in any form that contains the component Salvinorin A, or as a concentrated extract of the chemical Salvinorin A; or (7) any other non-prescription substance or compound developed prior to or subsequent to the adoption of this Article that has a chemical structure and/or pharmacological effect substantially similar to, or which otherwise mimics, the active ingredient of: (a) marijuana, or tetrahydrocannabinol (THC); or (b) cocaine, opium, heroin or any other controlled substance or any other non-prescribed medication or substance.

Sec. 863.1602. – Sale prohibition.

It shall be a violation of this Article for any person to sell, offer for sale, give away, barter, exchange or otherwise furnish or provide any synthetic drug.

Sec. 863.1603. – Possession prohibition.

It shall be a violation of this Article for any person to possess any synthetic drug unless such synthetic drug is expressly prescribed to said person by a physician, psychiatrist or person otherwise duly licensed and authorized to prescribe medication within the State of New York and, at the time of the alleged violation, the person in possession of the synthetic drug is able to provide written proof to the law enforcement officer(s) that the synthetic drug was so prescribed.

Sec. 863.1604. – Reverse pre-emption.

This Article shall be null and void on the day that federal or statewide legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this Article, or in the event that a pertinent state or federal administrative

agency issues and promulgates regulations preempting such action by the County of Westchester. The County Legislature may determine via mere resolution whether or not identical or substantially similar federal or statewide legislation, or pertinent preempting state or federal regulations have been enacted for purposes of triggering the provisions of this Section.

Sec. 863.1605. – Severability.

If any clause, sentence, paragraph, or section of this Article shall be held invalid by any court of competent jurisdiction, or the application of this Article to any person or set of circumstances shall be held invalid, such invalidity or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or operation of this Article directly involved in the controversy in which the judgment shall have been rendered. To further this end, the provisions of this Article are hereby declared to be severable.

Sec. 863.1606. – Penalties.

For a first violation of the provisions of this Article, a civil penalty not exceeding five hundred dollars (\$500.00) shall be imposed. For a second and succeeding violation, a civil penalty not exceeding one thousand dollars (\$1,000.00) shall be imposed for each single violation. No civil penalty shall be imposed as provided for herein unless the alleged violator has received notice with regard to the sale of synthetic drugs. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply. In addition to the civil penalty set forth herein, a second and succeeding violation of this Article may be punished as a misdemeanor.

§2. This Local Law shall take effect _____.

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

Your Committee has reviewed “A LOCAL LAW amending the Laws of Westchester County by adding a new Article XXIX to Chapter 863 of the Laws of Westchester County, the Consumer Protection Code, banning the sale and possession of synthetic drugs.”

The purpose of this Local Law is to ban the sale and possession of synthetic drugs which are known to be dangerous and addictive, and which have been chemically composed with the intent to evade current laws.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act (“SEQRA”). Your Committee is advised that the Department of Planning has reviewed the applicable SEQRA regulations, and has concluded that this proposed Local Law does not constitute an action and that, therefore, no environmental review is required. Your Committee concurs with that conclusion.

Your Committee, after careful consideration, recommends the adoption of this Local Law.