KENNETH SCHMITT
Town Supervisor

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

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

TOWN OF CARMEL
TOWN HALL

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

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD WORK SESSION
Wednesday, June 24, 2015 7:00pm

Pledge of Allegiance – Moment of Silence

6:30pm Executive Session:

1. Mary Ann Maxwell, Town Comptroller – Personnel

Town Board Work Session:

1. Review of Town Board Minutes, June 10, 2015
2. Consider Bond Return – TM 55.11-1-8,9,10 ($273,000)
3. Glenn Droese, Town Assessor – Consider Request to Attend Continuing Ed Certification Classes – September 11, 2015, Oneonta, NY, October 4 thru 7, 2015 NYS Assessors Association Annual Conference
4. Mahopac Volunteer Fire Department – Consider Request to Enact Coverage Under the Volunteer Firefighters Benefit Law Allowing Assistance by Volunteer Firefighters to Assist Commanding Officers Outside of Fire Protection District #2
5. Town Legal Counsel – Consider Renewal of Agreement with Putnam County for E-Waste Services
6. Richard Franzetti, PE Town Engineer – Consider Request for Filing of Annual MS4 Report for 2015
7. Richard Franzetti, PE Town Engineer – Consider Request to Rescind Proposal of Stuart Bates, Inc. and Accept Proposal of Kuck Excavating for Town Hall Fuel Dispensing System Electrical Trench
8. Richard Franzetti, PE Town Engineer – Consider Master Agreement with the NYS Department of Transportation for Stormwater Improvements and Requesting Reimbursement ($100,000) MM#4 Breckenridge Road S836

- **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**

Orig: Town Clerk
cc Legal Counsel ✓
cc W/S 6/24/15 ✓
6/18

HAROLD GARY
Chairman
CRAIG PAEPRER
Vice-Chair

BOARD MEMBERS
CARL GREENWOOD
ANTHONY GIANNICO
DAVE FURFARO
CARL STONE
KIM KUGLER

TOWN OF CARMEL
PLANNING BOARD

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

MICHAEL CARNAZZA
Director of Code Enforcement

RICHARD FRANZETTI, P.E.
Town Engineer

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

#2

☑ Work Session 6/24/15

☐ Agenda

MEMORANDUM

To: Town Board

From: Rose Trombetta

Date: June 18, 2015

Subject: Bond Return – Brewster-Meadowland PL Capitol – 1952 Route 6 - TM – 55.11-1-8,9,10 - Bond Register #778

On May 27, 2015, the Planning Board passed a motion to recommend bond return of the above captioned property.

Attached is a fully executed bond application form, Richard Franzetti's memo dated April 10, 2015 and Mike Carnazza's memo dated May 8, 2015.

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JUN 18 2015
SUPERVISOR'S OFFICE
TOWN OF CARMEL

Planning Board

Town of Carmel - Town Hall
Mahopac, New York 10541

~~Subdivision~~ - Site Plan Bond Application

Bond Amount $273,000.00

Inspection Fee $13,650.00 - Pd

Bond Register No 778

Tax Map # 55.11-1-8,9,10

Filing Date 05/27/15

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of $ $273,000.00. Said bond was fixed by Resolution of the Planning Board/Environmental Conservation Board on (date) March 7, 2012 for the construction and completion of improvements described on a map on file with the Planning Board.

Applicant's Name: Brewster-Meadowland PL Capitol -

Applicant's Address: 1952 Route 6, Carmel, NY 10512

Applicant's Telephone Number: 845-225-8468 Email:

Map Entitled: Meadowland GM Showroom Property Address: 1952 Route 6, Carmel Last Revised 05/30/12

Applicant's Signature

Town Engineer's Signature

Bonding Company JP Morgan Chase Bank Bond # CTCS-203384 Bond Expires

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

By _____ By _____

Chairman, Planning Board Chairman, Environmental Conservation Board

****

Application for Bond Return XXX

Bond Reduction

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

Date 6-17-15 Applicant's Signature [signature]

****

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

Date _____ Town Engineer's Signature _____

OR

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

Date 5/27/15 Town Engineer's Signature [signature]

Date 5/27/15 Planning Board Chairman [signature]

Date _____ Environmental Conservation Board Chairman _____

Approved by the Town Board at a meeting on _____

Richard J. Franzetti, P.E.
Town Engineer

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

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

MEMORANDUM

To: Carmel Planning Board
From: Richard J. Franzetti, P.E., Town Engineer
Date: April 10, 2015
Re: Meadowland Site Plan- TM# 55.11-1-8,9,10- Bond Return

The Engineering Department performed a field inspection of the referenced property on March 23, 2015, to evaluate the current status of the site construction, for the purpose of determining whether a bond reduction is warranted. The results of our investigation are presented below.

The original bond amount posted was $273,000.00. Based upon our inspection, all of the site improvements required pursuant to the Board's Site Plan approval have now been completed. On this basis, this Department recommends that the entire bond be released.

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

Michael G. Carnazza
Director of Code Enforcement

Kenneth Schmitt
Supervisor

60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

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

FROM: Michael G. Carnazza, Director of Code Enforcement

DATE: **May 8, 2015**

RE: **Bond Return for Meadowlands Tm# 55.11-1-8, 9, and 10**

- I inspected the site on 4/22/2015 and found full compliance with the approved site plan as it pertains to zoning.
- The Balloons and Banners are now removed.

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

Pasquerello,Anne

From: Droese,Glenn
Sent: Thursday, June 11, 2015 3:37 PM
To: Pasquerello,Anne
Subject: Continuing education

#3

☒ Work Session 6/24/15

☐ Agenda

Hi Anne,

New York State Educational Services requires that I take continuing education classes so I would like to request permission from Supervisor Schmitt and the Town Board to attend two seminars. Please put this request on the next available work session.

The first is a one day seminar on Manufactured Home Valuation to be held on September 11, 2015 in Oneonta, NY The total initial cost to the town will be $247.76. The State Educational Services will usually reimburse the town for the entire cost unless the requests for reimbursement exceed the funds available.

Cost Detail:
As a member of the NYS Assessors Association the cost of the seminar tuition to the Town of Carmel will be $110.00.
Plus mileage reimbursement of $132.26 for use of my personal car (115 miles each way at $.575 = $ 66.13 x 2 = $132.26).
Plus tolls $2.75 ($ .75 + .75 + bridge 1.25 = $2.75).

This link brings you to a copy of the seminar application and details.
http://www.nyassessor.com/Portals/3/Training/2015/151911%20Manufactured%20Home%20Valuation.pdf

The second seminar I would like to request attendance at is the New York State Assessors' Association Annual Meeting and Seminar to be held on Sunday October 4, 2015 thru Wednesday October 7,2015. The seminar will provide additional class room learning and credits towards continuing education.

The total initial cost to the town for the room and tuition has not been published yet but based on past years cost, I estimate the initial expense with mileage and bridge toll to be $1,030.The State Educational Services will usually reimburse the town for some of the cost unless the requests for reimbursement exceed the funds available. I estimate the final cost to the town after reimbursements to be $260.

Cost Detail:
As a member of the NYS Assessors Association the cost of the seminar tuition to the Town of Carmel I estimate at $200.
The hotel room for 3 nights and meals I estimate at $780. ($260 per day X 3= $780).
Plus mileage reimbursement of $48.30 for use of my personal car (42 miles each way at $.575 = $ 24.15 x 2 = $48.30).
Plus bridge toll $ 1.25.

This link brings you to a copy of the seminar location and dates but no other detail are up yet.
http://www.nyassessor.com/home/tabid/158/ctl/viewdetail/mid/1180/itemid/1151/d/20151004/2015-Annual-Meeting--Seminar.aspx

Thank you,

Glenn A. Droese
Assessor

scan/email Supervisor
Town Board
Legal Counsel
Comptroller

#4

MAHOPAC VOLUNTEER FIRE DEPARTMENT
Office of the President

President
Vincent Roberto Jr

Vice President
Frank Egelsen Jr

Post Office Box 267
Mahopac, NY 10541

Fire Headquarters
(845) 628-3160
Fax: (845)628-2174

June 9, 2015

Town Board
Town of Carmel
Mc Alpin Avenue
Mahopac, New York 10541

Dear Members of the Board:

At the June monthly meeting of our Department there was a unanimous vote by the members to request the Town Board enact coverage under the Volunteer Firefighters Benefit Law which allows assistance by volunteer firefighters outside of Fire Protection District #2 prior to the arrival,at the scene, of a commanding officer of another jurisdiction. Currently, VFBL coverage for firefighters is provided when an officer of another jurisdiction is on the scene and accepts the service of a firefighter not of that jurisdiction. We feel that being able to render service prior to the arrival and acceptance of service by an officer of another jurisdiction, could make the difference in the outcome of the emergency and potentially save lives.

I have enclosed information regarding a resolution the Town Board would have to enact for coverage to be provided. It fully explains the purpose for the change in GML 209i. The sample resolution is that for a Fire District with a Board of Commissioners, which provides VFBL coverage. In a Fire Protection District, it is the Town Board that act as trustees for the district and it is the Town that provides the VFBL coverage.

It is our hope that our Town Board will pass such a resolution and provide the coverage we seek. Should the Board have any questions or need of additional information, I am available to assist. I can be contacted at our Headquarters, 628-3160 ext 53.

Respectfully requested,

Vincent Roberto Jr., President

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JUN 09 2015
SUPERVISOR'S OFFICE
TOWN OF CARMEL

OUTSIDE SERVICE BY VOLUNTEER FIREFIGHTERS

The 2014 amendment of General Municipal Law §209-i that was enacted in order to provide the potential of coverage under the Volunteer Firefighters Benefits Law ("VFBL") for volunteer firefighters when they offer their services to assist at an emergency outside of their fire department's protection area until a jurisdictional officer in command arrives has shed new light on the procedures that relate to these situations. This statute already addressed issues that arise when a volunteer firefighter renders such outside service in a single incident when his or her services are accepted by the jurisdictional officer in command at the scene as well as when arrangements have been made for him or her to do so on an ongoing basis. It addressed how VFBL coverage would be provided in such circumstances.

In the first circumstance the volunteer firefighter would present him (her) self to the officer in charge at the scene. The officer in charge was placed in position to exercise his or her discretion and accept (or reject) the offer of services from this firefighter as long as the authority in charge of his or her fire department had not previously adopted a resolution prohibiting the acceptance of such assistance.

In the second circumstance a volunteer firefighter who maintains a residence or employment which places him (her) self regularly in this outside area could volunteer his or her services to this other fire department on an ongoing basis as long as the officer in charge of that fire department based upon which controls his or her fire department accepted such ongoing services. This process is different from the single incident authorization because;

- The authority in control of the fire department has to affirmatively authorize the Chief of department to set up the relationship;
- The acceptance continues for future emergency calls until rescinded; and
- The firefighter is also covered to train with the outside fire department.

In both circumstances on acceptance of the service the volunteer firefighter was covered by the VFBL coverage of the host fire department (outside fire department that volunteer firefighter is offering to assist). This can be contrasted with the situation where a volunteer firefighter arrives with his or her home fire department (fire department that the volunteer firefighter is a member of) in a mutual aid response. In a mutual aid response his or her home fire department provides the VFBL coverage for his or her participation in the emergency response.

The new legislation adds a third circumstance. It addresses what happens when a volunteer firefighter learns of an emergency in this outside area and responds as a "Good Samaritan" without any promise that his or her services will be accepted. The prior statute did not provide the promise of VFBL coverage if no ongoing approval was in existence (see circumstance number two above). The new provision places the proverbial ball in the court of the volunteer firefighter's home fire district/ department.

The home fire district/ department now can elect by resolution to cover its volunteer firefighters at the scene of an outside emergency until the services are accepted or rejected by the jurisdictional officer in command of the host fire department under the VFBL coverage of the home fire department or it can elect not to provide the coverage.

The new provision reads as follows:

1-b. [Eff. June 15, 2015.] In the event that an active volunteer firefighter provides services under subdivision one of this section when there is no jurisdictional officer in command present, such volunteer firefighter shall be entitled to coverage under the volunteer firefighters' benefit law provided the fire company or municipality the volunteer serves adopts a resolution granting coverage for the provision of such services. Upon arrival of a jurisdictional officer in command, such volunteer shall be entitled to benefits in the manner set forth in subdivision one of this section. General Municipal Law § 209-i [McKinney].

The new law takes effect on June 15th and most boards want resolutions in place to address the issues created by the legislation.

This is not a simple issue because many volunteer fire service officers are ambivalent when it comes to the concept of receiving these offers of assistance. Many fire service officers do not want their members self-dispatching to the emergency calls of other fire departments.

Within this framework Boards of Fire Commissioners need to develop the resolution they wish to pass and any rules they wish to establish.

There are issues that relate to maintaining order at an emergency scene and scene safety that must be considered.

The following is a suggestion for a resolution that will provide the new coverage contemplated by the statutory amendment and act as a policy to provide guidance to your personnel under such circumstances. It provides for the filing of reports that will permit the Chief of department and the Board of Fire Commissioners to have notice when your personnel render outside assistance.

If your Board does adopt this resolution it is recommended that you send a copy of the Board minutes at which the resolution was adopted together with a copy of the resolution to your VFBL insurance carrier so that it is on notice that you have conferred the benefit of the statutory amendment to your personnel.

_____ FIRE DISTRICT

ASSISTANCE BY VOLUNTEER FIREFIGHTERS OUTSIDE OF FIRE DISTRICT BOUNDARIES BEFORE AN OFFICER IN COMMAND IS AT THE SCENE

POLICY

Section 209-i of the General Municipal sets the rules that apply when an active volunteer firefighter offers his or her services to assist another fire department outside of the boundaries of the fire district and/ or volunteer fire department he or she serves. That statute was recently amended. Previously, the statute provided a mechanism for a volunteer firefighter to offer his or her services to the jurisdictional officer in command of the local fire department (other than his or her fire department) at an individual fire or emergency scene or on an ongoing basis.

However, in order for our active volunteer firefighters to have the protections afforded by that other fire department to its members under the Volunteer Firefighters Benefits Law ["VFBL"] in case of injury or illness incurred at such scenes the injury or illness would have to arise after the jurisdictional officer in command had accepted his or her services. There was no VFBL insurance coverage provided to such Good Samaritans unless and until their services were accepted by the jurisdictional officer in command.

Section 209-i of the General Municipal, as amended, and effective on June 15, 2015, will now permit a fire district to afford this protection to its volunteer firefighters under its VFBL insurance coverage when the volunteer firefighter stops to assist at the emergency scene of

another fire department from the time that the volunteer firefighter stops and enters that emergency scene until the jurisdictional officer in command of the other fire department arrives, take control of the scene, and decides whether or not to continue to utilize the services the volunteer firefighter of this fire department who has offered his or her assistance.
If the jurisdictional officer in command accepts such services, the volunteer firefighter must follow the orders and direction of that officer at the scene. He or she will then be covered by that other fire department's VFBL insurance coverage from that point forward.
If the jurisdictional officer in command does not accept such services, the volunteer firefighter must follow the order to stand down and must safely remove him (her) self from the fire or emergency scene. All VFBL insurance coverage ceases with that refusal to accept services. Volunteer firefighters should be guided accordingly.

The following rules of this fire district shall govern volunteer firefighters of this fire district when they come upon an emergency scene of another fire department outside of the territorial boundaries of this fire district and area covered by our fire department:

1. The amendment of Section 209-i of the General Municipal, effective on June 15, 2015, has not created any new duty to act in such circumstances. The amendment of Section 209-i of the General Municipal, effective on June 15, 2015, has not created any authorization for members of this fire department to self-
dispatch themselves to the emergency scenes of other fire departments. The statute creates the opportunity to act when a volunteer firefighter of our fire department, "has knowledge of a fire or other emergency at or near the place where he is for the time being." General Municipal Law § 209-i [McKinney].
2. It is meant to provide the option of VFBL insurance coverage if an active volunteer firefighter happens to come upon an emergency scene or is close by and decides to render assistance.
3. It remains the policy of this Board of Fire Commissioners that active members of our fire department are not to respond to the emergency scenes of other fire departments at a distance which is not near their current location. If the emergency is not nearby, they are to wait for our fire department to be summoned for mutual aid assistance by that fire department.
4. In the event that an active member of our fire department comes upon an emergency scene in another jurisdiction and renders assistance he or she is expected to follow the safety precautions and rules that pertain to our fire department until the jurisdictional officer in command arrives at the scene and takes over command.
5. In the event that an active member of our fire department comes upon an emergency scene in another jurisdiction and renders assistance he or she is expected to take normal scene safety precautions for him (her) self and others at the emergency scene.
6. In the event that an active member of our fire department comes upon an emergency scene in another jurisdiction and renders assistance he or she is expected to follow the protocols for fire suppression, emergency rescue and emergency medical assistance as he or she has been trained to perform.
7. Members are reminded that simply stopping to assist another person(s) may not involve a fire department emergency in this other jurisdiction and these rules and this coverage applies when the fire department of that jurisdiction is summoned for emergency assistance.

8. Active members are under no obligation to ignore the lack of necessary safety equipment or the staffing necessary to take an action.
9. In determining whether or not to offer assistance in such situations active volunteer firefighters should consider the duty classification and restrictions, if any, placed upon them by the District/ Department Physician as a result of their most recent district/ department physical examination, and be guided accordingly.
10. If an active member of our fire department does stop and render assistance at an emergency scene in another jurisdiction, he or she is to submit a written report to the Chief of Department within twenty four (24) hours of completion of such assistance. At a minimum the report shall provide; a. the date, time and location of the emergency,

b. the nature of the emergency,
c. the nature of the assistance that he or she rendered,
d. the name of the fire department that responded to the emergency,
e. the name and rank of the jurisdictional officer in command at the scene,
f. whether his or her assistance was accepted or declined by the jurisdictional officer in command after arrival,
g. the action if any taken by such person after his or her services were accepted or denied,
h. the date and time that his or her services were completed,
i. whether or not he or she is complaining of an illness or injury as a result of such service,
j. the nature of such illness or injury, and
k. whether or not such illness or injury was reported to the host fire department.

***IT IS THEREFORE RESOLVED**, that based upon the foregoing it is the intention of the Board of Fire Commissioners of the _____ Fire District to make available to the active members of the _____ Fire Department the protections of Section 209-i, subp. 1-b, of the General Municipal, as amended, and effective on June 15, 2015, and to afford to any active member injured, rendered ill, or dying as a result of rendering services outside of our jurisdiction at the emergency scene of another fire department the protections of the Volunteer Firefighters Benefits Law, and insurance coverage provided thereunder until such time as the jurisdictional officer in command arrives at the scene, and*

***IT IS FURTHER RESOLVED**, that whenever an active volunteer firefighter of the _____ Fire Department provides services under Section 209-i of the General Municipal after responding to such scene near the place where he or she is for the time being and there is no jurisdictional officer in command present, such active volunteer firefighter shall report to such officer when he or she arrives and offer his or her assistance to such other fire company or fire department. If such offer of assistance is not accepted, the active volunteer firefighter of the _____ Fire Department must immediately cease providing assistance, stand down and safely exit the emergency scene. If such assistance is accepted he or she shall follow the orders of the jurisdictional officer in command.*
The adoption of the foregoing policy in the form of a resolution was duly put to a vote and upon roll call the vote was as follows:

Chairman _____

Commissioner _____
Commissioner _____
Commissioner _____
Commissioner _____
The resolution was thereupon duly adopted.
Dated: _____, New York
_____, 2015

TOWN OF CARMEL
RECEIVED
SEP 2 9 2014
Ann Sappard
TOWN CLERK

cc: Supervisor
Recreation
Hwy Dept

Contract # 20140264

#5

Services Agreement

Between

THE COUNTY OF PUTNAM, TOWN OF CARMEL, TOWN OF KENT, TOWN OF PATTERSON, TOWN OF PHILIPSTOWN, TOWN OF PUTNAM VALLEY, TOWN OF SOUTHEAST

and

VINTAGE TECH, LLC

☑ Work Session 6/24/15

☐ Agenda

THIS AGREEMENT, made by and among the following parties:

THE COUNTY OF PUTNAM, a municipal corporation of the State of New York, having an office and place of business at 40 Gleneida Avenue, Carmel, New York 10512, acting by and through its Department of Health (hereinafter referred to individually as the "COUNTY");

THE TOWN OF CARMEL, a municipal corporation of the State of New York, having an office and place of business at 60 McAlpin Avenue, Mahopac, New York 10541;

THE TOWN OF KENT, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Kent Lakes, New York 10512;

THE TOWN OF PATTERSON, a municipal corporation of the State of New York, having an office and place of business at 1142 Route 311, Patterson, New York 12563;

THE TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York, having an office and place of business at 238 Main Street, P.O. Box 155, Cold Spring, New York 10516;

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SEP 2 9 2014
SUPERVISOR'S OFFICE
TOWN OF CARMEL

THE TOWN OF PUTNAM VALLEY, a municipal corporation of the State of New York, having an office and place of business at 265 Oscawana Lake Road, Putnam Valley, New York 10579;

THE TOWN OF SOUTHEAST, a municipal corporation of the State of New York, having an office and place of business at 1360 Route 22, Brewster, New York 10509; and

VINTAGE TECH, LLC, with a principal place of business at 1105 Windham Parkway, Romeoville, Illinois 60446 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the COUNTY, the TOWN OF CARMEL, the TOWN OF KENT, the TOWN OF PATTERSON, the TOWN OF PHILIPSTOWN, the TOWN OF PUTNAM VALLEY, and the TOWN OF SOUTHEAST (the six aforementioned towns are hereinafter referred to collectively as the "TOWNS") desire to contract with CONTRACTOR to provide an Electronic Waste Recycling Program and related electronic waste services for the COUNTY and the TOWNS (the COUNTY and the TOWNS are hereinafter referred to collectively as the MUNICIPAL PARTIES), as more fully described in this Agreement; and

WHEREAS, CONTRACTOR has the personnel with the necessary qualifications, experience and education, and the resources and/or facilities to provide the services desired by the MUNICIPAL PARTIES, as more fully described in this Agreement.

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

FIRST: CONTRACTOR agrees to provide an Electronic Waste Recycling Program and will furnish all related electronic waste services for the MUNICIPAL PARTIES, as more fully described below:

a) CONTRACTOR shall provide environmentally responsible collection, environmental disposal and/or recycling of electronic equipment.

b) CONTRACTOR shall provide each MUNICIPAL PARTY with storage containers to hold all materials collected.

c) Upon request, CONTRACTOR shall collect materials from each MUNICIPAL PARTY, subject to the CONTRACTOR'S reasonable scheduling needs.

d) CONTRACTOR shall provide transportation assistance, if requested.

e) CONTRACTOR shall provide all necessary packaging supplies (pallets, Gaylord boxes, wrap, etc.).

f) CONTRACTOR shall provide e-Stewards and R2 certified recycling and processing on all electronic items.

g) CONTRACTOR shall provide the MUNICIPAL PARTIES with all appropriate documents and labels for materials, including, but not limited to, a report detailing the amount of materials collected at each Collection Site.

h) CONTRACTOR shall provide government compliance notification if requested.

The Parties hereto agree that CONTRACTOR has the exclusive right to collect and dispose of all the MUNICIPAL PARTIES' accumulated idle, obsolete or non-working electronic equipment designated for recycling or disposal. The Parties further agree that CONTRACTOR shall provide NIST 800-88 compliant data erasure and hard drive destruction.

SECOND: The MUNICIPAL PARTIES shall establish regular electronics collection sites (hereinafter referred to as a "Collection Site") for the drop-off of Materials. Each MUNICIPAL PARTY shall be responsible for staffing and operating its respective Collection Site, and shall be responsible for ensuring that items collected at their respective Collection Site consist exclusively of materials suitable for electronics recycling, and that such materials are generally free from all non-electronic items of waste, including without limitation putrescible materials, municipal solid waste, medical waste, yard waste, construction debris, pressurized tanks, and radioactive or hazardous substances that are not inherent to materials (such items being "Non-Conforming Matter"). Each MUNICIPAL PARTY shall be responsible for collecting, segregating and packaging materials into the storage containers, which storage containers shall be provided by the CONTRACTOR, for removal by CONTRACTOR from the Collection Site. The Collection Sites for the MUNICIPAL PARTIES are located at the following addresses:

TOWN OF CARMEL: 454 Route 6N, Mahopac, New York 10541. This Collection Site shall serve as a joint Collection Site for the COUNTY and the TOWN OF CARMEL, which is located on property owned by the COUNTY, and shall be exclusively staffed and exclusively operated by the TOWN OF CARMEL.

TOWN OF KENT: 16 Ray Singer Court, Carmel, New York 10512.

TOWN OF PATTERSON: 271 Cornwall Hill Road, Patterson, New York 12563.

TOWN OF PHILIPSTOWN: 59 Lane Gate Road, Cold Spring, New York 10516.

TOWN OF PUTNAM VALLEY: 265 Oscawana Lake Road, Putnam Valley, New York 10579.

TOWN OF SOUTHEAST: 10 Palmer Road, Brewster, New York 10509.

CONTRACTOR, its agents, employees and representatives shall have reasonable access to the Collections Sites to perform the services contemplated in this Agreement. Each Collection Site shall have sufficient parking, loading and collection areas as may be required to permit the orderly drop-off of materials by the public, and the collection of materials by CONTRACTOR.

THIRD: Once materials have been tendered to CONTRACTOR, CONTRACTOR shall take all appropriate measures to secure collected electronic waste from theft, or from theft of the data stored on such electronic waste.

FOURTH: The Parties agree that title to and liability for materials shall pass from the MUNICIPAL PARTIES to CONTRACTOR upon the completion of loading of the materials at the Collection Site onto the designated vehicles provided by the CONTRACTOR.

FIFTH: CONTRACTOR agrees that it will at all times faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that may be required of and from it pursuant to express and implicit terms hereof, to the reasonable satisfaction of the MUNICIPAL PARTIES.

SIXTH: The term of this Agreement will commence on December 30, 2013 and will terminate on December 31, 2014, unless otherwise terminated in accordance with paragraph "ELEVENTH" hereof. Each MUNICIPAL PARTY reserves the right to renew this Agreement for two (2) additional one (1) year terms.

SEVENTH: For the services described in this Agreement, no fees shall be paid from the MUNICIPAL PARTIES to the CONTRACTOR.

EIGHTH: CONTRACTOR agrees not to hold itself out as an agency, department or office of a MUNICIPAL PARTY, nor shall any of CONTRACTOR'S officers, employees or agents make any claim against a MUNICIPAL PARTY as an officer or employee thereof for such benefit as workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit or any other benefits accruing to said officers or employees of a MUNICIPAL PARTY.

NINTH: The work to be performed pursuant to the terms of this Agreement shall commence promptly upon assignment of a matter to CONTRACTOR by the duly authorized representative of each of the respective MUNICIPAL PARTIES, and shall be conducted in the best interest of the MUNICIPAL PARTIES.

TENTH: It is understood and agreed by and between the parties hereto that the services to be rendered by CONTRACTOR in performance of this Agreement are a material element of this Agreement. Any failure to provide such services will be deemed a material breach and this Agreement will terminate in accordance with the provisions in paragraph "ELEVENTH" hereof. No substitution of the services of CONTRACTOR by another will be permitted during the term of this Agreement without the express written consent of the MUNICIPAL PARTY respective to its Collection Site.

ELEVENTH: A MUNICIPAL PARTY, upon ten (10) days' notice to CONTRACTOR, may terminate this Agreement in whole or in part when the respective MUNICIPAL PARTY deems it to be in its best interest.

CONTRACTOR, upon thirty (30) days' notice to the COUNTY may terminate this Agreement in whole or in part when CONTRACTOR deems it to be in its best interest.

TWELFTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the MUNICIPAL PARTIES is void. CONTRACTOR will not subdivide any part of the work without the written consent of the MUNICIPAL PARTIES.

THIRTEENTH: CONTRACTOR will comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to CONTRACTOR as an employer of labor or otherwise. CONTRACTOR will further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

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

Nothing contained herein to the contrary, the conduct and control of the performance of the services contemplated hereunder lie solely with the CONTRACTOR.

FOURTEENTH: No discrimination by CONTRACTOR will be permitted during the performance of this Agreement with respect to race, religion, creed, color, national origin, sex, age, handicap, political affiliation, or beliefs.

FIFTEENTH: In addition to, and not in limitation of the insurance requirements contained in Schedule "A" entitled "Putnam County Insurance Requirements," attached hereto and made a part of this Agreement, CONTRACTOR agrees to protect, defend, indemnify and hold the COUNTY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

It is further agreed that MUNICIPAL PARTIES are acting as a Collection Site for electronic waste and CONTRACTOR shall hold MUNICIPAL PARTIES harmless from any liability for violation of any law, rule or regulation relating to the disposal of electronic waste for any materials accepted by the CONTRACTOR and removed from each MUNICIPAL PARTIES' Collection Site.

SIXTEENTH: The failure of a MUNICIPAL PARTY to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term of condition, but the same shall remain in full force and effect. No waiver by the MUNICIPAL PARTY of any provision hereof shall be implied.

SEVENTEENTH: CONTRACTOR and its employees shall not at any time or in any manner either directly or indirectly use for the personal benefit of CONTRACTOR or divulge, disclose or communicate in any manner any information that is proprietary to the MUNICIPAL PARTIES. CONTRACTOR and its employees shall protect such information and treat it as strictly confidential. This provision will continue to be effective after termination of this Agreement.

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

To the COUNTY:

COUNTY ATTORNEY
48 Gleneida Avenue
Carmel, New York 10512

PUTNAM COUNTY DEPARTMENT OF HEALTH
1 Geneva Road
Brewster, New York 10509

To the TOWNS:

TOWN OF CARMEL
60 McAlpin Avenue
Mahopac, New York 10541

TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

TOWN OF PATTERSON
1142 Route 311
Patterson, New York 12563

TOWN OF PHILIPSTOWN
238 Main Street
P.O. Box 155
Cold Spring, New York 10516

TOWN OF PUTNAM VALLEY
265 Oscawana Lake Road
Putnam Valley, New York 10579

TOWN OF SOUTHEAST
1360 Route 22
Brewster, New York 10509

To the CONTRACTOR: **VINTAGE TECH, LLC**
1105 Windham Parkway
Romeoville, Illinois 60446

All notices shall be effective on the date of mailing.

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

TWENTIETH: Use of the singular term MUNICIPAL PARTY in any clause or term of this Agreement shall confer the same benefits, rights, responsibilities, and obligations on all MUNICIPAL PARTIES, as if the plural term MUNICIPAL PARTIES were used.

TWENTY-FIRST: In the event that any clause or term of this Agreement conflicts with any clause or term contained in an attachment or subsequent writing, the clause or term of this Agreement shall govern.

TWENTY-SECOND: In case any provision of this agreement should be held to be invalid, such invalidity shall not affect, in any way, any of the other provisions herein, all of which shall continue in full force and effect, in any country, state or jurisdiction in which such provisions are legal and valid.

TWENTY-THIRD: This Agreement will be construed and enforced in accordance with the laws of the State of New York. Any and all disputes and/or legal actions or proceedings arising out of this Agreement shall be venued in Putnam County, New York.

TWENTY-FOURTH: This Agreement is executed in eight (8) counterpart originals, each of which will constitute an original and all of which, when taken together, shall constitute one Agreement.

TWENTY-FIFTH: CONTRACTOR is required to provide the following documents to the COUNTY before this Agreement will be finalized and/or executed:

1. "Request for Taxpayer Identification Number and Certification" form (IRS Form W-9).
2. "Notice of Application to Certify Compliance with Federal Law" and "Affidavit of Compliance," in accordance with the provisions of 8 U.S.C. §1324a and Chapter 134 of the Putnam County Code. In the event that CONTRACTOR subcontracts any part of the work under this Agreement in accordance with Paragraph "TWELFTH" of this Agreement, CONTRACTOR shall provide the COUNTY with a completed "Notice of Application to Certify Compliance with Federal Law" and an "Affidavit of Compliance" for each and every subcontractor hired to perform work under this Agreement.
3. Appropriate Certificate of Insurance, in accordance with Paragraph "FIFTEENTH" of this Agreement and the requirements contained in Schedule "A."
4. New York State Department of Environmental Conservation Registration.

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

READ & APPROVED

Date 9.18.14
Adrienne Spadaccini
Senior Deputy County Attorney for
Risk and Compliance

Date 9.18.14
Jennifer S. Bumgarner
County Attorney

Date 9/18/14
William J. Carlin, Jr.
Commissioner of Finance

THE COUNTY OF PUTNAM

Date 9.25.14
MaryEllen Odell
County Executive

Date 8/27/14
Allen Beals, M.D., J.D.
Commissioner of Health

Date May 6, 2014
VINTAGE TECH, LLC
1105 Windham Parkway
Romeoville, Illinois 60446

By: Katrie Gibson CEO
Please Print Name & Title

Date 6/5/14

TOWN OF CARMEL
60 McAlpin Avenue
Mahopac, New York 10541

By: KENNETH SCHMITT TOWN SUPERVISOR
Please Print Name & Title

Date 6/18/14

TOWN OF KENT
25 Sybil's Crossing
Kent Lakes, New York 10512

By: MAUREEN FLEMING, TOWN SUPERVISOR
Please Print Name & Title

Date 7/1/14

TOWN OF PATTERSON
1142 Route 311
Patterson, New York 12563

By: Michael Griffen, Supervisor
Please Print Name & Title

Date 8/8/14

TOWN OF PHILIPSTOWN
238 Main Street
P.O. Box 155
Cold Spring, New York 10516

By: Richard Shea, Supervisor
Please Print Name & Title

Date 8/12/14

TOWN OF PUTNAM VALLEY
265 Oscawana Lake Road
Putnam Valley, New York 10579

By: Robert Tendy, Supervisor
Please Print Name & Title

Date 8/26/14

TOWN OF SOUTHEAST
1360 Route 22
Brewster, New York 10509

By: Tony Hay Supervisor
Please Print Name & Title

ACKNOWLEDGMENT OF PUTNAM COUNTY:

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

On this 25 day of September, 2014 before me personally came MARYELLEN ODELL to me known, who being by me duly sworn, did depose and say that she resides in Putnam County, New York; that she is the County Executive of Putnam County, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and the same was affixed to said instrument under authority of the Putnam County Charter and that she signed her name thereto under the same authority.

Maureen Bernard

Notary Public

MAUREEN BERNARD
Notary Public, State of New York
No. 01BE6109598
Qualified in Putnam County
Commission Expires May 10, 2016

ACKNOWLEDGMENT OF CONTRACTOR:

STATE OF IL)
) ss.:
COUNTY OF Will)

On this 6th day of May, 2014 before me personally came Karne Gibson to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

OFFICIAL SEAL
LORI E WELCH
Notary Public - State of Illinois
My Commission Expires Jun 19, 2016

Lori Welch

Notary Public

ACKNOWLEDGMENT OF TOWN OF CARMEL:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this 5th day of June, 2014 before me personally came Kenneth Schmitt to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

PHYLLIS HUNT BOURGES
Notary Public, State of New York
No. 01BO4798459
Qualified in Putnam County
Certificate Filed in New York County
Commission Expires July 31, 2017

Notary Public

ACKNOWLEDGMENT OF TOWN OF KENT:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this 18th day of June, 2014 before me personally came Maureen Heuring to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public

ELAIN G. ABRAHAM-RIGO
Notary Public, State of New York
No. 01AB4786620
Qualified in Putnam County
My Commission expires on December 31, 20 17

ACKNOWLEDGMENT OF TOWN OF PATTERSON:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this 1st day of July, 2014 before me personally came Michael Griffin to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Susan Brown

Notary Public

SUSAN BROWN
Notary Public, State of New York
No. 01BR6160142
Qualified in Putnam County
Commission Expires Jan. 29, 2015

ACKNOWLEDGMENT OF TOWN OF PHILIPSTOWN:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this 8th day of August, 2014 before me personally came Richard Shea to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Tina M. Merando

Notary Public

TINA M. MERANDO
NOTARY PUBLIC, STATE OF NEW YORK
REG 01ME5079624
QUALIFIED IN PUTNAM COUNTY
COM EXPIRES JUNE 9 2015

ACKNOWLEDGMENT OF TOWN OF PUTNAM VALLEY:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this 18th day of August, 2014 before me personally came Robert Fenty to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Doreen C. Piacente

Notary Public

DOREEN C. PIACENTE
Notary Public, State of New York
Commission Filed in Putnam County
No. 01PI4638296
Term Expires July 31, 2018

ACKNOWLEDGMENT OF TOWN OF SOUTHEAST:

STATE OF NEW YORK)

) ss.:

COUNTY OF PUTNAM)

On this 26 day of August, 2014 before me personally came Tony Hay to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Colleen Ruston Miccio

Notary Public

COLLEEN RUSTON MICCIO
NOTARY PUBLIC
REG# 01RU6225700
EXP. 7/26/2018
PUTNAM COUNTY

SCHEDULE A

PUTNAM COUNTY INSURANCE REQUIREMENTS

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

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

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

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

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

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

A. Workers' Compensation Insurance - This is statutorily required and is required for all contracts. Each policy must cover all operations and all locations involved in the contract. If applicable, the policy should also include New York State Disability Benefits. Proof of Workers' Compensation Insurance is required and should be received by Putnam County on a C105.2 form, SI 12 form, CE-200 form or U-26.3 - all of these forms are available through your carrier.

B. Commercial General Liability Insurance - Each policy must cover all operations and all locations involved in the contract and include the following:

- $1,000,000 for each occurrence
- $50,000 for the Fire Damage Legal Liability Limit
- $5,000 for the Medical Expense Limit
- $1,000,000 for the Personal & Advertising Injury Limit
- $2,000,000 for the General Aggregate Limit
- $2,000,000 for the Products/Completed Operations Aggregate Limit

C. Commercial Automobile Liability Insurance - Each policy must cover all operations and locations involved in the contract and including the following:

(1) Owned Automobiles
(2) Hired Automobiles
(3) Non-Owned Automobiles

Unless specifically required, each policy shall provide Combined Single Limits of not less than $1,000,000 for Bodily Injury and Property Damage.

Revised 3/13

D. **Professional Liability Insurance (If applicable)** - Each policy must cover errors and omissions. The policy limit shall be no less than $1,000,000 per claim.

E. **Excess Liability Insurance or an Umbrella Policy (If applicable)** - A policy is required if the amount paid under the contract is above $100,000. The limits required on the policy depend on the total contract amount.

- $100,000 - $250,000 - 1 million
- $250,001 - $500,000 - 5 million
- $500,000+ - 10 million

F. **Bid, Performance/Payment, Labor & Material Bonds** - A policy is required for any contract in excess of $250,000. These bonds shall be provided by a New York State admitted surety company in good standing.

III. Specific information *MUST* appear on each and every Insurance Certificate provided to the County.

A. The following must appear under the section entitled, "Certificate Holder"

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

B. The following language must appear in the section entitled, "Description of Operations/Locations, etc.":

"Putnam County is included as an additional insured except for Professional Liability and Workers' Compensation."

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT:

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

1. Putnam County is named as an additional insured and as Certificate Holder. Insurers shall have no right of recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.

3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.

4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.

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

☐ Work Session 6/24/15

MEMORANDUM

☐ Agenda

#6

To: Carmel Town Board

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

Date: June 17, 2015

Re: FINAL Annual MS4 Report

As the Board is aware, the federally mandated regulation known as Stormwater Phase II, requires permits for stormwater discharges from Municipal Separate Storm Sewer Systems (MS4s) in urbanized areas.

The Town of Carmel is an MS4 community and as such we are required to develop and submit an annual report under the New York State Department of Environmental Conservation (NYSDEC) State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from MS4s (GP-0-1-002).

The Draft report was placed on the Town of Carmel webpage on April 29, 2014 and to date no comments were received. This report can now be called Final and submitted to the NYSDEC as part of the permit requirements.

Attached for your consideration is the Final Annual MS4 Report. This document will need to be signed by the owner/operator (i.e., Supervisor) and then forwarded to the NYSDEC. A copy of this Final document will be placed on the Town of Carmel webpage.

I respectfully request that this agenda item be placed the next Town Board Work session.

3258632975

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2015

This cover page must be completed by the report preparer.
Joint reports require only one cover page.

SPDES ID: NYR20A294

Choose one:

● **This report is being submitted on behalf of an individual MS4.**

Fill in SPDES ID in upper right hand corner.

Name of MS4: Town of Carmel

OR

○ **This report is being submitted on behalf of a Single Entity**

(Per Part II.E of GP-0-10-002)

Name of Single Entity:

OR

○ **This is a joint report being submitted on behalf of a coalition.**

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition:

SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A
SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A
SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A
SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A
SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A
SPDES ID: NYR20A	SPDES ID: NYR20A	SPDES ID: NYR20A

9714632978

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2015

Provide SPDES ID of each permitted MS4 included in this report.

SPDES ID	SPDES ID	SPDES ID
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
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NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A
NYR20A	NYR20A	NYR20A

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2015

Name of MS4 Town of Carmel

SPDES ID NYR20A294

Each MS4 must submit an MCC form.

Section 1 - MCC Identification Page

Indicate whether this MCC form is being submitted to certify endorsement or acceptance of:

- ● An Annual Report for a single MS4
- ○ A Single Entity (Per Part II.E of GP-0-10-002)
- ○ A Joint Report

Joint reports may be submitted by permittees with legally binding agreements.

If Joint Report, enter coalition name:

5690581587

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2015

Name of MS4: Town of Carmel

SPDES ID: NYR20A294

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ● Principal Executive Officer/Chief Elected Official
- ○ Duly Authorized Representative
- ○ Local Stormwater Public Contact
- ○ Stormwater Management Program (SWMP) Coordinator
- ○ Report Preparer

First Name: Kenneth

MI:

Last Name: Schmitt

Title: Town Supervisor

Address: Town of Carmel, 60 McAlpin Avenue

City: Mahopac

State: NY

Zip: 10541 -

eMail: amp2@ci.carmel.ny.us

Phone: (845) 628-1500

County: Putnam

5690581587

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2015

Name of MS4: Town of Carmel

SPDES ID: NYR20A294

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

○ Principal Executive Officer/Chief Elected Official

○ Duly Authorized Representative

● Local Stormwater Public Contact

● Stormwater Management Program (SWMP) Coordinator

◐ Report Preparer

First Name: Richard

MI: J

Last Name: Franzetti PE

Title: Town Engineer

Address: Town of Carmel, 60 McAlpin Avenue

City: Mahopac

State: NY

Zip: 10541 -

eMail: rjf@ci.carmel.ny.us

Phone: (845) 628 - 2087

County: Putnam

4643023765

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2015

Name of MS4: Town of Carmel

SPDES ID: NYR20A294

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? ○ Yes ○ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name: East of Hudson Watershed Corp

Partner/Coalition Name (con't.): Rahul Verma, P.E.

SPDES Partner ID - If applicable: NYR20

Address: PO Box 176

City: Patterson

State: NY

Zip: 12563 -

eMail: rahul@eohwc.org

Phone: (845) 319-6349

Legally Binding Agreement in accordance with GP-08-002 Part IV.G.? ○ Yes ○ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

○ MM1

○ MM2

○ MM3

○ MM4

○ MM5

○ MM6

Additional tasks/responsibilities

- *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

Development / implementation of retrofit program.

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2015

Name of MS4 Town of Carmel

SPDES ID NYR20A294

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name: Kenneth

MI:

Last Name: Schmitt

Title (Clearly print title of individual signing report): Town Supervisor

Signature:

Date: / /

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

1100364151

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

Water Quality Trends

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s are contributed to this report?

1. **Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One.**

○ Yes ● No

If Yes, choose one of the following

○ Report(s) attached to the annual report

○ Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL

URL

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? ___

1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

- ● Construction Sites
- ● General Stormwater Management Information
- ○ Household Hazardous Waste Disposal
- ● Illicit Discharge Detection and Elimination
- ● Infrastructure Maintenance
- ○ Smart Growth
- ○ Storm Drain Marking
- ○ Green Infrastructure/Better Site Design/Low Impact Development
- ○ Other:
- ○ Pesticide and Fertilizer Application
- ● Pet Waste Management
- ○ Recycling
- ○ Riparian Corridor Protection/Restoration
- ● Trash Management
- ● Vehicle Washing
- ● Water Conservation
- ● Wetland Protection
- ○ None

Other

2. Specific audiences targeted during this reporting period:

- ● Public Employees
- ● Residential
- ○ Businesses
- ○ Restaurants
- ○ Other:
- ● Contractors
- ● Developers
- ● General Public
- ○ Industries
- ○ Agricultural

Other

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

○ Construction Site Operators Trained	# Trained	
○ Direct Mailings	# Mailings	
● Kiosks or Other Displays	# Locations	2
○ List-Serves	# In List	
○ Mailing List	# In List	
○ Newspaper Ads or Articles	# Days Run	
● Public Events/Presentations	# Attendees	1000
○ School Program	# Attendees	
○ TV Spot/Program	# Days Run	
● Printed Materials:	Total # Distributed	200

Locations (e.g. libraries, town offices, kiosks)

Engineering Dept.

Building Dept.

○ Other:

● Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL

http://www.ci.carmel.ny.us/engineering/news/2014-ms4-annual-report

URL

www.ci.carmel.ny.us/engineering

0704299955

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

3. Web Page con't.: Provide specific web addresses - not home page.

URL

URL

URL

URL

URL

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Increase awareness of stormwater related issues through distribution of pamphlets. Updated website and information on website.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

200 printed materials were distributed to the general public this year (business expo).

C. How many times was this observation measured or evaluated in this reporting period?

1

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP? ● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to distribute pamphlets in Town Hall. Continue to update information in the webiste

4961183103

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

Minimum Control Measure 2. Public Involvement/Participation

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? ___

1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:

● Cleanup Events — # Events: 1

○ Comments on SWMP Received — # Comments: ___

○ Community Hotlines

Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -

○ Community Meetings — # Attendees: ___

○ Plantings — Sq. Ft.: ___

○ Storm Drain Markings — # Drains: ___

○ Stakeholder Meetings — # Attendees: ___

○ Volunteer Monitoring — # Events: ___

○ Other: ___

2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided? ● Yes ○ No

○ List-Serve — # In List: ___

○ Newspaper Advertising — # Days Run: ___

○ TV/Radio Notices — # Days Run: ___

○ Other: ___

● Web Page URL: Enter URL(s) on the following two pages.

1693183102

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL
http://www.ci.carmel.ny.us/engineering/news/2014-ms4-annual-report

URL
www.ci.carmel.ny.us/engineering

URL

URL

URL

URL

URL

5441172015

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

● MS4/Coalition Office — ● Annual Report ● SWMP Plan ○ Comments

Department: Town of Carmel Engineering Dept

Address: 60 McAlpin Avenue

City: Mahopac NY Zip: 10541 -

Phone: (845) 628-2087

○ Library — ○ Annual Report ○ SWMP Plan ○ Comments

Address:

City: Zip: -

Phone: ( ) -

○ Other — ○ Annual Report ○ SWMP Plan ○ Comments

Address:

City: Zip: -

Phone: ( ) -

● Web Page URL: — ● Annual Report ○ SWMP Plan ○ Comments

http://www.ci.carmel.ny.us/engineering

www.ci.carmel.ny.us/engineering

Please provide specific address of page where report can be accessed - not home page.

● eMail — ○ Comments

www.ci.carmel.ny.us/users/rfranzetti/contact

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

4.a. If this report was made available on the internet, what date was it posted?
Leave blank if this report was not posted on the internet. 04 / 30 / 2015

4.b. For how many days was/will this report be posted? 30

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period? ● Yes ○ No
If Yes, what was the date of the meeting? 05 / 13 / 2015

If No, is one planned? ○ Yes ○ No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period? ○ Yes ● No

If No, is one planned for each? ○ Yes ● No

6. Were comments received during this reporting period? ○ Yes ● No
If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20

7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Monitor number of comments received on SWMPP and Annual Report.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

No comments were received on the SWMPP or Annual Report this year.

C. How many times was this observation measured or evaluated in this reporting period?

1

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to hold a public meeting and post the annual report on the Town's website to offer the public as many opportunities as possible to offer input and comments.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

Minimum Control Measure 3. Illicit Discharge Detection and Elimination

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? ___

1. Enter the number and approx. percent of outfalls mapped: 840 # 100 %

2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)? 0

3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?

- ○ Auto Recyclers
- ○ Building Maintenance
- ○ Churches
- ○ Commercial Carwashes
- ○ Commercial Laundry/Dry Cleaners
- ● Construction Vehicle Washouts
- ○ Cross-Connections
- ○ Distribution Centers
- ○ Food Processing Facilities
- ○ Garbage Truck Washouts
- ○ Hospitals
- ○ Improper RV Waste Disposal
- ○ Industrial Process Water
- ○ Landscaping (Irrigation)
- ○ Marinas
- ○ Metal Plateing Operations
- ○ Outdoor Fluid Storage
- ● Parking Lot Maintenance
- ○ Printing
- ○ Residential Carwashing
- ○ Restaurants
- ○ Schools and Universities
- ○ Septic Maintenance
- ○ Swimming Pools
- ○ Vehicle Fueling
- ○ Vehicle Maint./Repair Shops
- ● Other: Construction Sites
- ○ None
- ○ Sewersheds:

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

3.b. What types of illicit discharges have been found during this reporting period?

- ○ Broken Lines From Sanitary Sewer
- ○ Cross Connections
- ○ Failing Septic Systems
- ○ Floor Drains Connected To Storm Sewers
- ○ Illegal Dumping
- ○ Other:
- ○ Industrial Connections
- ○ Inflow/Infiltration
- ○ Pump Station Failure
- ● Sanitary Sewer Overflows
- ○ Straight Pipe Sewer Discharges
- ○ None

4. How many illicit discharges/potential illegal connections have been detected during this reporting period? 28

5. How many illicit discharges have been confirmed during this reporting period? 3

6. How many illicit discharges/illegal connections have been eliminated during this reporting period? 28

7. Has the storm sewershed mapping been completed in this reporting period? ○ Yes ● No

If No, approximately what percent was completed in this reporting period? 100 %

8. Is the above information available in GIS? ○ Yes ● No

Is this information available on the web? ○ Yes ● No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

8. URL(s) con't.:
Please provide specific address of page where map(s) can be accessed - not home page

URL

URL

URL

URL

URL

9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report? ● Yes ○ No

10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law? ● Yes ○ No ○ NT

11. What percent of staff in relevant positions and departments has received IDDE training?

50 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The Town shall perform annual dry weather screening of outfalls during routine maintenance operations to identify potential illicit discharges.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

28 potential illicit discharges were detected. All potential illicit discharges were investigated. 25 were eliminated, the remaining 3 were illicit discharges.

C. How many times was this observation measured or evaluated in this reporting period?

1

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue dry weather outfall screening to identify potential illicit discharges.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

Minimum Control Measures 4 and 5. Construction Site and Post-Construction Control

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? ___

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? ● Yes ○ No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney cerfification or using the NYSDEC Gap Analysis Workbook? ● Yes ○ No ○ NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.
○ 09/2004 ● 03/2006 ○ NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? ● Yes ○ No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period? 17

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? ● Yes ○ No ○ NT

If Yes, how many public comments were received during this reporting period? 0

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? ○ Yes ● No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

● Notices of Violation	#	3	○ No Authority
● Stop Work Orders	#	3	○ No Authority
○ Criminal Actions	#	0	○ No Authority
○ Termination of Contracts	#	0	○ No Authority
○ Administrative Fines	#	0	○ No Authority
○ Civil Penalties	#	0	○ No Authority
○ Administrative Orders	#	0	○ No Authority
● Enforcement Actions or Sanctions	#	3	
○ Other	#		○ No Authority

9445612573

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? ___

1. **How many construction projects have been authorized for disturbances of one acre or more during this reporting period?** 8

2. **How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?** 17

3. **What percent of active construction sites were inspected during this reporting period?** ○ NT

   100 %

4. **What percent of active construction sites were inspected more than once?** ○ NT

   100 %

5. **Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?** ● Yes ○ No ○ NT

6. **Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?** ● Yes ○ No ○ NT

   If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? ○ Yes ○ No

   If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

7482169883

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20

6. con't.:

Submit additional pages as needed.

● MS4/Coalition Office

Department: Town of Carmel Engineering Dept

Address: 60 McAlpin Avenue

City: Mahopac NY Zip: 10541-

Phone: (845) 628-2087

○ Library

Address:

City: Zip: -

Phone: ( ) -

○ Other

Address:

City: Zip: -

Phone: ( ) -

○ Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20

7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Review SWPPP's through planning process to ensure compliance with the General Permit GP-0-10-001/GP-0-15-002 , NYS Stormwater Management Design Manual, and NYS Standards and Specifications for Erosion & Sediment Control.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

100% of SWPPP's requiring coverage under the General Permit GP-0-10-001/GP-0-15-002 were reviewed for conformance with the General Permit requirements, NYS Stormwater Management Design Manual and NYS Standards and Specifications for Erosion & Sediment Control. Comments were issued for deficient SWPPP's.

C. How many times was this observation measured or evaluated in this reporting period?

17

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to review SWPPP's in accordance with the General Permit GP-0-10-001/GP-0-15-002 requirements, the NYS Stormwater Management Design Manual, and NYS Standards and Specifications for Erosion & Sediment Control.

1048119251

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? ___

1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained
○ Alternative Practices			
○ Filter Systems			
○ Infiltration Basins			
○ Open Channels			
● Ponds	65	65	0
○ Wetlands			
○ Other			

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintanance? ○ Yes ● No

3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?

○ Building Codes
○ Overlay Districts
● Zoning
○ None
● Watershed Plans
● Municipal Comprehensive Plans
○ Open Space Preservation Program
○ Local Law or Ordinance
● Land Use Regulation/Zoning
○ Other Comprehensive Plan
○ Other:

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

● Yes ○ No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

○ Yes ● No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

○ Yes ● No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

0

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

33 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Inventory and inspect post-construction stormwater management practices within municipal boundaries.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

65 post-construction stormwater management practices were inventoried and inspected this year in accordance with the NYS Stormwater Management Design Manual.

C. How many times was this observation measured or evaluated in this reporting period?

65

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to inventory and inspect post-construction stormwater management practices within municipal boundaries.

6894134836

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? ___

1. **Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.**

Operation/Activity/Facility	Addressed in SWMP?		Self-Assessment Operation/Activity/Facility performed within the past 3 years?	
Street Maintenance	● Yes	○ No	● Yes	○ No
Bridge Maintenance	○ Yes	● No	○ Yes	● No
Winter Road Maintenance	● Yes	○ No	● Yes	○ No
Salt Storage	● Yes	○ No	● Yes	○ No
Solid Waste Management	● Yes	○ No	● Yes	○ No
New Municipal Construction and Land Disturbance	● Yes	○ No	● Yes	○ No
Right of Way Maintenance	● Yes	○ No	● Yes	○ No
Marine Operations	○ Yes	● No	○ Yes	● No
Hydrologic Habitat Modification	○ Yes	● No	○ Yes	● No
Parks and Open Space	● Yes	○ No	● Yes	○ No
Municipal Building	● Yes	○ No	● Yes	○ No
Stormwater System Maintenance	● Yes	○ No	● Yes	○ No
Vehicle and Fleet Maintenance	● Yes	○ No	● Yes	○ No
Other	○ Yes	● No	○ Yes	● No

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

2. Provide the following information about municipal operations good housekeeping programs:

Parking Lots Swept (Number of acres X Number of times swept)	# Acres	8
Streets Swept (Number of miles X Number of times swept)	# Miles	170
Catch Basins Inspected and Cleaned Where Necessary	#	1000
Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary	#	0
Phosphorus Applied In Chemical Fertilizer	# Lbs.	0
Nitrogen Applied In Chemical Fertilizer	# Lbs.	5000
Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.)	# Acres	0.0

3. How many stormwater management trainings have been provided to municipal employees during this reporting period? 0

4. What was the date of the last training? 11 / 20 / 2008

5. How many municipal employees have been trained in this reporting period? 1

6. What percent of municipal employees in relevant positions and departments receive stormwater management training? 33 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Annually inspect and maintain approximately 25% of the stormwater collection system and drainage structures.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

This year 1,000 or approximately 25% of the Town's drainage structures were inspected, cleaned, and maintained as necessary.

C. How many times was this observation measured or evaluated in this reporting period?

1000

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to annually inspect and maintain 25% of the stormwater collection system and drainage structures.

6327042251

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? ___

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. **Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?** ○ Yes ● No ○ N/A

2. **Has 100% of the MS4/Coalition conveyance system been mapped in GIS?** ○ Yes ● No ○ N/A

   If N/A, go to question 3.

   If No, estimate what percentage of the conveyance system has been mapped so far. 95 %

   Estimate what percentage was mapped in this reporting period. 0 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

3. **Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program?** ● Yes ○ No ○ N/A

4. **Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?** 100 %

5. **Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more?** ● Yes ○ No ○ N/A

6. **Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards?** ● Yes ○ No ○ N/A

7a. **Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading?** ● Yes ○ No ○ N/A

7b. **How many projects have been sited in this reporting period?** 1

7c. **What percent of the projects included in 7b have been completed in this reporting period?** 0 %

7d. **What percent of projects planned in previous years have been completed?** 65 %

○ No Projects Planned

8a. **Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands?** ● Yes ○ No ○ N/A

8b. **Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands?** ● Yes ○ No ○ N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2015

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Carmel

SPDES ID: NYR20A294

9. Has your MS4/Coalition developed and implemented a program of native planting?

○ Yes ● No ○ N/A

10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?

○ Yes ○ No ● N/A

11. Does your MS4/Coalition have a pet waste bag program?

○ Yes ○ No ● N/A

12. Does your MS4/Coalition have a program to manage goose populations?

○ Yes ○ No ● N/A

Richard J.Franzetti, P.E.
Town Engineer

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

#7

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

☑ Work Session 6/24/15

☐ Agenda_____

MEMORANDUM

To: Carmel Town Board

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

Date: June 9, 2015

Re: Town Hall Fuel Dispensing System Electrical Trench

As requested the Town Board authorized that the referenced project be awarded to Stuart Bates Inc. for $8,750.00. A copy of the May 7, 2015 resolution and April 15, 2015 memoranda are attached.

Stuart Bates Inc. has advised that they are withdrawing their proposal. We therefore recommend that the previous resolution of the Board be rescinded and that the Board authorize that the project be awarded to Kuck Excavating for $9,400.00. We have verified with Kuck Excavating that the price remains in effect.

We have verified with the Comptroller's office that funds are available, subject to a budget transfer. A copy of the correspondence is attached.

This Department recommends that the excavation project be awarded to Kuck excavating $9,400.00.

I respectfully request that this matter be placed on the next available work session for discussion.

RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING INSTALLATION OF CONDUITS FOR GAS DISPENSING SYSTEM AT TOWN HALL

WHEREAS, the Town Board has previously approved the proposal of Conklin Services and Construction to upgrade the existing gasoline dispensing system as well as the proposal of Sullivan Data to install cable wiring required to connect said dispensing system to the Town server; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has advised the Town Board that excavation of a trench and installation of an electrical conduit system will be required in connection with the referenced upgrade as well; and

WHEREAS, The Town Engineer has obtained the authorization of the Town Board and solicited proposals for the excavation of trench as required as well as the installation of the referenced conduit;

NOW THEREFORE BE IT RESOLVED, that the Town of Carmel Town Board, hereby accepts the proposal of Stuart Bates, Inc., Brewster NY for the excavation at trenching work referenced herein at a cost not to exceed $8,750.00 (EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS); and #8867

BE IT FURTHER RESOLVED, that the Town of Carmel Town Board, hereby accepts the proposal of Conklin Services and Construction for the electrical wiring and conduit work referenced herein at a cost not to exceed $1,650.00 (ONE THOUSAND SIX HUNDRED FIFTY DOLLARS); and #8831

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to execute any and all documentation required to formalize the acceptance of said proposal on the terms authorized herein.

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Lupinacci

Roll Call Vote	YES	NO
Jonathan Schneider	X	
John Lupinacci	X	
Suzanne McDonough	X	
Frank Lombardi	X	
Kenneth Schmitt	X	

S
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A
L

I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the 6th day of **May, 2015**; and of the whole thereof.

May 7, 2015
Dated

Ann Spofford

Ann Spofford, Town Clerk

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

#5

MEMORANDUM

To: Carmel Town Board

From: Richard J. Franzetti P.E. Town Engineer RJF
Date: April 15, 2015
Re: Town Hall Fuel Dispensing System Electrical Trench

As the Board is aware the existing gas dispensing system, while functioning to dispense gasoline, has a failed fuel management system. In September 2014 the Board approved a total of $32,201.14 for Conklin Services and Construction (Conklin) to upgrade the gas dispensing system and Sullivan data to install internal cable wiring to connect the system to our server.

In January 2015, the Engineering Department made the necessary arrangements for Conklin to install the new dispenser system (i.e., alternate gas supply during shut down, training, etc.) as provided in the attached email. Conklin's intention was to use the existing electrical conduit, however existing site conditions did not allow for the use of this conduit.

In order to have the new gas dispensing system installed a trench will need to be excavated to install the necessary electrical conduit for the system. This Department has received five (5) proposals to dig the electrical trench and install three (3) 1 ½ inch conduits. The results are as follows:

Contractor	**Total price**
Stuart Bates Inc.	$8,750.00
Kuck Excavating	$9,400.00
D.E.W. Construction	$10,260.00
Conklin Services and Construction	$10,996.00
Yonkers Excavating	$23,213.62

The lowest proposal received was from Stuart Bates at a value of $8,750.00. A copy of Stuart Bates Inc. proposal is attached. In addition, the electrical wire for the system will cost an additional $1,650.00 as provided in the attached Conklin Services and Construction estimate.

Therefore the total cost for excavating the trench, installing conduit and wire is $10,409.00.

This Department spoke with the comptroller who indicated that there is $5,423.00 available in the building improvement line and that the remaining ($4,986.00) could be transferred from the contingent line. A copy of the correspondence is provided in the attached email.

This Department recommends that the excavation project be awarded to Stuart Bates and that electrical line be awarded to Conklin Services and Construction and Sullivan Data Management for $8,759.00 and $1,650.00, respectively.

I respectfully request that this matter be placed on the next available work session for discussion.

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

From: Franzetti,Richard
To: Carnazza, Mike; Cazzari, Mike; Droese,Glenn; Gilchrist, Jim; Harmon, Joseph; Simone, Mike
Cc: Schmitt, Kenneth; Pasquerello,Anne; Maxwell,Mary Ann
Subject: 01-05-15 Town Hall Gas Dispenser Upgrade Week of January 12, 2015
Date: Monday, January 05, 2015 4:14:24 PM

Department Mangers

Please be advised of the following:

- The Town Hall gas dispensing system is scheduled to be upgraded the week of January 12, 2015. Conklin Construction services will be performing this work.

- The gas dispensing system will be down for approximately 6 business days (weather dependent).

- **Please plan on fueling your Departments Town Vehicle by close of business Friday January 9, 2015.**

- Currently arrangements are being made with the Mahopac Central School District bus garbage to supply gas during the down time. This will include the issuance of gas cards for a limited number of users. Additional information will be forwarded once this is finalized.

- Mandatory training for the new system will be Tuesday January 20. A separate message will be sent out to managers as to the location and the time for the training.

Thanks – call with any questions.

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.

Proposal

845-279-8952
~~XXXXXXX~~-8952
Fax # ~~XXXXXXXX~~ 845-279-7075
845-279-7075
114 STARR RIDGE ROAD ~~RD2~~
BREWSTER, N.Y. 10509

Stuart W. Bates, Inc.

NEW SEPTIC SYSTEMS, REPAIRS, BULLDOZING
BACKHOE WORK, GRADING, TOP SOIL, SEPTIC PUMPING

PROPOSAL SUBMITTED TO		PHONE	DATE APRIL 9, 2015
STREET		JOB NAME TOWN HALL IN MAHOPAC	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for

1. PIPE AND FITTINGS - 3 LINES OF 1 1/2 IN. CONDUIT FROM BUILDING TO PUMP MATERIAL - $2000.00 -
2. NINE INCH - 8X8 PULL BOXES ABOVE GROUND - $450.00
3. SAND TO COVER PIPE WITH - $800.00 -
4. SAW CUT SIDEWALK AND BLACKTOP THEN DIG DITCH - $1000.00 -
5. INSTALL PIPE AND BOXES WITH STRING FOR WIRES TO BE PULLED BY ELECTRICIAN- BACKFILL WITH SAND AND COVER WITH CAUTION TAPE - $1400.00 -
6. RAKE AND SEED AREA IN WHICH WE WORK AND COVER WITH HAY - $1800.00 -
7. COMPACT AREA UNDER BLACKTOP AND CONCRETE PUT BACK CONCRETE BEST THAT WE CAN - $800.00 -
8. MOVE MACHINES ON SITE - $500.00 -
9. IF WE SHOULD HIT ANY LEDGE, GAS OR UTILITY LINES, WE WILL NOT BE RESPONSIBLE -

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of

EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ---------- dollars ($ 8750.00)

Payment to be made as follows

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

ED KUCK EXCAVATING, INC.

P.O. Box 395
Mahopac Falls, New York 10542
914-248-6148

Attn: Richard Franzetti

January 25, 2015

Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Proposal : Installation Electrical Conduit for gas pumps Town Hall location

- Install 3 runs of 310 feet of electrical conduit from Town Hall to gas pump location
- Saw cut sidewalk and parking lot
- Excavate trench from building to gas pump
- Backfill rake and seed disturbed area
- Re-cement sidewalk
- Backfill trench across driveway with item 4 and compact
- Patch blacktop

*This price includes conduit, 2" seed , mulch , blacktop and concrete. Sand Wire is not included in price.

Total for non frozen ground conditions 9,400.00

Total for frozen ground conditions 11,900.00

D.E.W. Construction Inc.
P.O. Box 420
Patterson, NY 12563
Phone: 845-878-2015 **Fax: 845-878-4311**

Contract Submitted to: Town of Carmel **Phone #: 845-628-1500**
60 McAlpin Ave
Mahopac N.Y. 10541

Job Name: Electric conduit
Job Location: 60 McAlpin Ave.

Install conduit from Town Hall to gas pumps

1. Install 3-2" conduits 2' deep with 1 pull box.
2. Repair driveway with item #4 and blacktop.
3. Rake, seed and hay all disturbed areas

Job Total: $10,260.00

This contract is for completing the job as described above. It is based on our evaluation and does not include material prices increases or additional labor our material which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

Authorized Signature_____

Note: This contract may be withdrawn by D.E.W. Construction if not accepted within 30 days. Acceptance of contract: The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature _____

Date of Acceptance _____

Franzetti,Richard

From: Wayne Girard <wayne@conklinservices.com>
Sent: Tuesday, January 13, 2015 1:06 PM
To: Franzetti,Richard
Cc: Kevin Coranas; John Scandurra
Subject: RE: Carmel Town of Police Department Installation of New Electri cal and Communication Cable for Gasoline Pump

Follow Up Flag: Follow up
Flag Status: Flagged

yes cat 5 was in initial cost

-----Original Message-----
From: Franzetti,Richard [mailto:rjf@ci.carmel.ny.us]
Sent: Tuesday, January 13, 2015 12:39 PM
To: Wayne Girard
Cc: John Scandurra; Kevin Coranas
Subject: RE: Carmel Town of Police Department Installation of New Electrical and Communication Cable for Gasoline Pump

Thanks,

Can you please supply a breakdown of the cost by:

- Trench, $9,112.00 } 14,996
- Conduit, $1,884.00
- Wire (electrical only as the CAT 5 is included in the initial cost estimate) $1,650.00

I am in the process of ascertaining if we can dig the trench and conduit in house.

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

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From: Wayne Girard [mailto:wayne@conklinservices.com]
Sent: Tuesday, January 13, 2015 12:25 PM
To: Franzetti,Richard
Cc: John Scandurra; Kevin Coranas

Maxwell Systems™
ProContractorMX

Estimate Report

Job: 121821172 - town ofcarmel fuel tank conduit installation

Ty	Reference	Description	AdjQty	Units	AdjUnitCost	Labor	Material	Equipment	SubContr	Other	XtdCost
A	1	Utility Location	1.00	LS	1,575.00	0.00	0.00	0.00	1,575.00	0.00	1,575.00
A	2	Excavation for 2" Conduit & pull box	300.00	LF	53.77	10,533.07	1,149.50	4,447.16	0.00	0.00	16,129.73
A	3	Restoration of Asphalt ,Sidewalk & Grass	1.00	LS	5,508.89	3,139.87	1,320.83	1,048.19	0.00	0.00	5,508.89
						$13,672.94	**$2,470.33**	**$5,495.35**	**$1,575.00**	**$0.00**	**$23,213.62**

From: Maxwell,Mary Ann
To: Franzetti,Richard
Cc: Esteves,Donna
Subject: RE: 04-14-15 Gas distribution - Trench
Date: Tuesday, April 14, 2015 3:43:06 PM

There is $5,423 available in the building special improvement line (original budget $8,000). The remaining funds could be transferred from the contingent line if authorized by the board.

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

From: Franzetti,Richard
Sent: Tuesday, April 14, 2015 11:06 AM
To: Maxwell,Mary Ann
Cc: Esteves,Donna
Subject: 04-14-15 Gas distribution - Trench

Mary Ann

The Engineering Department would like to move forward with the gas distribution upgrade. In order to do so this Department solicited RFPs to dig an electrical trench and provide conduit for electrical wires.

The lowest responsible bidder was at $8,750.00.

Are there sufficient funds to perform this work? (Note that I have not checked this Donna first).

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

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From: Maxwell,Mary Ann
To: Vara, Rob
Cc: Franzetti,Richard; Tenefrancia,Michelle; Esteves,Donna
Subject: RE: 06-09-2015 Electrical conduit for gas pump
Date: Tuesday, June 09, 2015 4:26:34 PM

Rob,

We did a budget transfer from the contingency line for the original amount ($8,750). We will need to transfer an additional $650 in our next budget revisions.

Mary Ann

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

From: Vara, Rob
Sent: Tuesday, June 09, 2015 12:56 PM
To: Maxwell,Mary Ann
Cc: Franzetti,Richard
Subject: 06-09-2015 Electrical conduit for gas pump

Max, The Board Previously authorized that this work be performed by Stuart Bate, Inc. for $8,750.00. Bates withdrew his proposal. The next price is Kuck at $9,400.00. We would like to proceed with this work subject to a Board resolution. Can you please verify that the funds exist for this work.

Robert Vara
Engineering Projects Coordinator
Town of Carmel
Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541
Ph. 845-628-1500 ex. 183 Fax:845-628-7085

Pasquerello,Anne

From: Franzetti,Richard
Sent: Tuesday, June 16, 2015 2:49 PM
To: Pasquerello,Anne
Subject: Engineering Department Memoranda to support the 6/24 Town Board meeting
Attachments: 06-17-15 FINAL MS4 Annual Report Memo to TB.pdf; 06-09-2015 Town Hall Fuel Dispensing System to TB .pdf; 06-09-2015 MM#4 Project S836.pdf

Anne,

Attached are the Engineering Departments memoranda for the June 24 Town Board Work session. Call with any questions.

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

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Richard Franzetti, P.E
Town Engineer

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

#6

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

☑ Work Session 6/24/15

☐ Agenda

MEMORANDUM

To: Carmel Town Board

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

Date: June 9, 2015

Re: MM# 4 Breckenridge Road stormwater Improvements S836

Attached please find one (1) copy of the Master Agreement for the captioned project. The total amount of State funding is $100,000.00. My understanding is that this work has already been completed by the Highway Department.

Please note that the New York State Department of Transportation provided six (6) copies of the Master Agreement be signed. At this time, we are requesting authorization from the Town Board for the Supervisor to sign the six (6) copies of the Master Agreement. Upon execution, five (5) copies will be sent back to the State for signature. When we receive the fully executed Master Agreement, we will apply for the disbursement request of $100,000.00.

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

ANDREW M. CUOMO
Governor

JOAN McDONALD
Commissioner

WILLIAM J. GORTON, P.E.
Regional Director

June 4, 2015

RECEIVED
JUN 09 2015
Town of Carmel

Mr. Robert Vara, Project Coordinator
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

RE: MULTI MODAL #1 - PROJECT ID S836
TOWN OF CARMEL, PUTNAM COUNTY

Dear Mr. Vara:

This is to advise you that the Multi-Modal #1 Program project identified in Schedule A of the attached contract agreement is approved for State/Village agreement initiation. The next step in the approval process is the joint execution of this agreement between NYSDOT and the Town of Carmel.

Reimbursement cannot occur before this contract is fully executed and approved by the State Comptroller. Enclosed are six (6) copies of the agreement which is comprised of a Master Agreement form and one Schedule A. Please return five (5) copies of the locally executed agreement to this office as soon as possible for execution by New York State. Each of the five (5) locally executed agreements must contain original signatures and notarizations.

After you have received your copy of the State Comptroller-executed Agreement, eligible reimbursements for this project can be requested by completing the quarterly reimbursement form which will be mailed to the Town of Carmel. Submission of your completed form along with supporting documentation (invoices, vouchers, cancelled checks, dated digital photos) to the Local Projects Unit will enable you to obtain reimbursement for these expenditures.

All written correspondence, including the locally-executed agreements and completed reimbursement request forms, should be submitted to:

Doreen Holsopple
Region 8 Local Projects Unit
New York State Department of Transportation
4 Burnett Boulevard
Poughkeepsie, New York 12603

If you have any questions regarding the Multi-Modal Program, please contact me at (845) 431-5977 or via email at doreen.holsopple@dot.ny.gov

Sincerely,

Doreen Holsopple
Regional Multi-Modal Representative
Region 8 Local Projects Unit

Enclosures

Master Municipal Multi-Modal (MM) Capital Project(s) Agreement

For Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller (OSC) approved contract is required
[Note: A separate contract is required for each individual Multi-Modal Program source]

NYS COMPTROLLER'S CONTRACT NO. D033070

THIS AGREEMENT made this _____ day of _____, 2015, is between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York 12232 and the **Town of Carmel** (the Sponsor), with offices at **60 McAlpin Avenue, Mahopac, NY 10541,** to provide for the reimbursement of costs incurred by the municipality for the construction, reconstruction, improvement, reconditioning and preservation of a project or projects included in Schedule A or Supplements to Schedule A within the Multi-Modal Programs, consisting of one or more County, Town, City, and Village road, highway, parkway, bridge or aviation capital project or projects, as described for the purposes of this agreement in Schedule A or Supplements to Schedule A hereof (the "Project"). The amount of NYSDOT's funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A.

WITNESSETH:

WHEREAS, section 14-k of the Transportation Law establishes the Multi-Modal (MM) Programs that may fund eligible project costs through the bond funding (as applicable) for capital projects approved by the Commissioner of Transportation, and

WHEREAS, pursuant to Legislative appropriation or authorization for capital projects, that MM funding of the Project(s) herein is authorized and, the Sponsor certifies to NYSDOT that:
(1) the service life of each individual Project is ten (10) or more years, regardless of mode; and
(2) for highway and bridge mode projects, (a) MM program funding is not used for the mandated non-Federal matching share of a Federally funded project; (b) the amount of MM funds requested is and shall be no greater than prior unreimbursed municipal project expenditures for work completed or materials incorporated in a qualifying project(s); and (c) the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the MM program funding; and
(3) for any airport or aviation facility type, the sponsor must certify that Federal funding is not available to the project, but that the project is consistent with an approved Airport Layout Plan.

NOW THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

   Agreement Form - this document titled Master Municipal Multi-Modal Capital Project(s) Agreement is for Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller-approved contract is required;

   Multi-Modal Program Schedule "A" - Detailed individual Project Description(s) and Funding; and

   Appendix "A" - New York State Required Contract Provisions.

   Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)

2. *Work, Maintenance & Operation.* Sponsor shall render all services and furnish all materials and

equipment necessary to complete the Project or projects described in Schedule(s) A or Supplements to Schedule A and shall fund all costs attendant to such completion. The work of the Project or projects may consist generally of the categories of work described in Schedule A or one or more Supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A or Supplements to Schedule A for the purposes of conforming to New York State requirements. Upon Project completion, Sponsor will operate and maintain the Project(s) at no expense to NYSDOT and Sponsor will not dispose of or encumber the Project(s) or cause the Project(s) to be withdrawn from public service during its useful service life without the prior approval of NYSDOT.

3. *Multi-Modal (MM) Funding Reimbursement of Eligible Project Costs.* Subject to compliance with this Agreement, NYSDOT agrees to authorize reimbursement of individual Project costs identified in the applicable Schedule A or Supplements to Schedule A attached hereto in an amount not to exceed the lesser of the indicated MM program funding amount or actual Eligible Project Costs, as defined below. MM program funding shall be used solely for the payment of Eligible Costs the Sponsor actually incurs in performing the Project. Only Eligible Project Costs, paid no more than 15 months prior to the date of execution of the Multi-Modal Program Reimbursement Request Form are reimbursable. To be eligible for MM aid, "Eligible Project Costs" must: (a) be eligible pursuant to • 3.1 below and such other MM program Policies and Criteria as are established by NYSDOT including but not limited to NYSDOT's MM Program Guidelines criteria; and, (b) be for work which, when completed, has a certifiable service life of at least 10 years.

3.1. *Eligible Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

3.2. *Sponsor Debt Service.* Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.

4. *Payment.* Payments hereunder shall be as follows:

4.1. *Payment Upon Completion.* Except where •4.2 applies, payment to Sponsor shall be made upon the application of Sponsor to NYSDOT upon Project completion, on the basis of work accomplished, local expenditures made, and the submission of duly completed payment requests and certifications in a form approved by NYSDOT, including such information as NYSDOT deems necessary to assure compliance with the program requirements and this Agreement.

4.2. *Periodic Reimbursement.* If the Sponsor and NYSDOT find it desirable to have

reimbursement made periodically in accordance with a payment cycle established by NYSDOT and the Sponsor, NYSDOT may authorize payments based on billings prepared by the Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project or projects, with applicable adjustments to be made after audit by NYSDOT. These payments shall be made as moneys become available therefor.

4.3. *Certifications.* In addition to the certifications on Page 1 of this contract, the Sponsor shall also certify in each payment request that individual Project work was performed in accordance with the design and contractual requirements of Sponsor and Sponsor's design professional, and that such request does not duplicate reimbursement of costs and services received from other sources. Such certification by the project sponsor shall include the responsibility to furnish the Commissioner with any written information as may be necessary to maintain, if applicable, the federal tax exempt status of bonds, notes, or other obligations issued for such purposes.

4.4 *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by E-mail at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

5. *Ethics Considerations.* In addition to Sponsor's conforming with the applicable provisions of Public Officers Law •73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law •806 (Code of Ethics) as related to the expenditure of the MM Funding made hereunder, no member of Sponsor's governing body, its officers or employees, nor any member of their families shall benefit financially either directly or indirectly from the MM Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefore from NYSDOT.

6. *NYSDOT Performance Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project or projects and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project or projects, its use and operation.

7. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Sponsor any monies paid to the Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for funding hereunder.

8. *Contract Executory.*

8.1. This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefore.

8.2. This agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefore are eventually enacted. Sponsor's continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

9. *Sponsor Liability.*

9.1. Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection with this Agreement. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

9.2. The Sponsor shall indemnify and save harmless NYSDOT & the State for all damages & costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards & resulting in obvious or patent errors in the progression of its work.

10. *No Assignment or Transfer of Contract.* Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power

to execute such contract to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

11. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

12. *Disqualification and Damages.* If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2 and 10, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.

13. *Term of Agreement.* As to the Project or projects described in Schedule(s) A, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect consistent with the date of Project work established and described in any duly executed and approved Schedule A or Supplements to Schedule A. Failing Project completion within the period set forth in Schedule A or Supplements to Schedule A, or agreement by NYSDOT to extend a Project completion date for good cause, this Agreement will expire and be of no further force or effect. This agreement shall only remain in effect so long as Multi-Modal funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted.

14 *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.

15 Appendix A, standard provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

16. *Compliance with legal requirements.* Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:

    16.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts,* including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A

requirements in any of its contracts and sub-contracts funded in whole or in part by this

agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.

16.2 *New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act,* including providing true, timely and accurate application information related to the project to ensure compliance with the Act.

16.3 *New York Transportation Law, Section 427, Equal employment opportunity program,* including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement

17. *Compliance with procedural requirements.* Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements.

18. *Notice Requirements.*

18.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.

18.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.

18.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

18.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and Sponsor has caused this Agreement to be signed by its duly authorized officer, to be effective on the date first written above.

Sponsor:

BY: _____
TITLE: _____
DATE: _____

New York State Department of Transportation:

BY: _____
for the Commissioner of Transportation
Agency Certification: In addition to the acceptance of this contract, I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
DATE: _____

Sponsor ACKNOWLEDGMENT

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

On this _____ day of _____in the year 2015, before me, the undersigned, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, acknowledged to me that he/she is the _____ of the _____ , executed such instrument in his/her capacity pursuant to authority duly vested in him/her by _____ and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____
Notary Public

APPROVED AS TO FORM:

BY:
_____
New York State Attorney General

APPROVED:

BY:
_____
For the State Comptroller pursuant to Section 112, State Finance Law

Master Municipal MULTI-MODAL Program ▪ SCHEDULE A

(This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)

1. **Name of Municipal Project Owner: Town of Carmel**

2. **Project Title:** Breckenridge Storm water drainage system construction: Archer Rd 1800' Westward

3. **MM Project ID#: S836** **MM Program ID (MM#2, MM#3, or MM#4?): 1**

4. **Maximum MM Project Reimbursement (under this Agreement):** $100,000.00

5. **MASTER Municipal MM OSC Contract #:** D033070

6. **Municipal Contact:**

   Name/Title: Robert Vara, Project Coordinator
   Organization: Town of Carmel
   Address: 60 McAlpin Avenue
   City/State/Zip: Mahopac, NY 10541

7. **Project Location:** Breckenridge Road Route/Name: Breckenridge Road

   From: Archer Rd/Breckinridge Intersection To: 1,800 feet westward

8. **Project Description/Scope**: Breckenridge storm water from Archer Road 1'800 feet westward

9. **Project Schedule Beginning Date: 6/1/2010** **Project Ending Date: 11/30/2010**

10. **Project Cost Summary:**

SUMMARY COST TOTAL:	State Multi-Modal Funding under this Schedule A	Local Funding (Insert Zero if None)
$100,000.00	$100,000.00	$0.00

11. **Eligible Project Type:** (Please check one)

__ Highway Resurfacing __ Bridge Rehabilitation __ New Highway Construction __ New Bridge Construction
__ Highway Reconstruction __ Bridge Replacement __ Interchange Const.\Reconstruction __ Intersection Improvement
__ Aviation (Is this project consistent with an approved Airport Layout Plan)? ___ Yes ___No
X Other (Please explain): Storm water drainage system

12. **Signature of responsible Local Official:** _____ **Date:** _____

13. **Please print your Name & Title here:** Kenneth Schmitt, Supervisor

14. **Please list your area code & phone number here:** 845-628-1500 ex. 138

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate

any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct

an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion,

upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate

and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of

jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by
State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potiential subcontactor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorportation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.