

TOWN BOARD MEETING
TOWN HALL, MAHOPAC, N.Y.

A Regular Meeting of the Town Board of the Town of Carmel was called to order by Supervisor Michael Cazzari on the 20th day of July 2022 at 7:03 p.m. at Town Hall, 60 McAlpin Avenue, Mahopac, New York. Members of the Town Board present by roll call were: Councilman Baranowski, Councilwoman McDonough, Councilman Schanil, and Supervisor Cazzari. Councilman Lombardi was absent.

The Pledge of Allegiance to the Flag was observed prior to the start of official business. A moment of silence was held to honor those serving in the United States Armed Forces as well as for our local first responders.

PUBLIC HEARING HELD - PROPOSED LOCAL LAW AMENDING CHAPTER 147 OF THE CODE OF THE TOWN OF CARMEL, ENTITLED “VEHICLES AND TRAFFIC” - MAKING CERTAIN STREET(S) WITHIN THE TOWN OF CARMEL ONE-WAY TRAFFIC/TRAVEL ONLY - CHERRY LANE

Supervisor Cazzari asked the Town Clerk to read the following Notice of Public Hearing as published in the Town’s official newspapers:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, July 20, 2022 at 7:00 p.m. or as soon thereafter that evening as possible on a proposed Local Law amending Chapter 147 of the Code of the Town of Carmel entitled “Vehicles and Traffic” making certain street(s) within the Town of Carmel one-way traffic/travel only as follows:

PROPOSED LOCAL LAW #___ OF THE YEAR 2022
A LOCAL LAW AMENDING CHAPTER 147 OF THE CODE OF THE TOWN OF CARMEL ENTITLED “VEHICLES AND TRAFFIC”

SECTION 1
This LocalLaw shall be known as 2022 Amendments to Chapter 147entitled “Vehicles and Traffic”.

SECTION 2
Chapter 147 of the Town Code of the Town of Carmel, §147-39, Schedule II: One Way Streets:

In accordance with the provision of §147-5, no person shall park a vehicle for longer than the time limit shown upon any of the following described streets or parts of streets:

<u>NAME OF STREET</u>	<u>DIRECTION OF TRAVEL</u>	<u>LIMITS</u>
CHERRY LANE	NORTH ONLY	BETWEEN ROUTE 6 AND ROUTE 6N

SECTION 3 - HOME RULE
Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town’s discretionin setting fees and charges in connection with any applications requiring Town approval.

SECTION 4 - SEVERABILITY
If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confinedin its operation to the part or provision or application directlyinvolved in the controversy in which judgmentsshall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the TownBoard of the Town of Carmel herebydeclares that it would have passed this Local Law or the remainder thereofhad such invalidapplication or invalid provision been apparent.

SECTION 5 - EFFECTIVE DATE
This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

At said Public Hearing, all interested persons shall be heard on the subject thereof. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

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

(Cont.)

With no one objecting to the public notice as read, Supervisor Cazzari opened the Public Hearing for public comment at 7:07 p.m. There was no one present.

With no one wishing to be heard on the subject of the Public Hearing, on motion by Councilwoman McDonough, seconded by Councilman Schanil, with all members of the Town Board present in agreement, the Public Hearing was closed at 7:08 p.m.

SEQR DETERMINATION MADE - PROPOSED LOCAL LAW AMENDING CHAPTER 147 OF THE CODE OF THE TOWN OF CARMEL, ENTITLED, “VEHICLES AND TRAFFIC” - CHERRY LANE - TYPE II ACTION

RESOLVED that the Town Board of the Town of Carmel hereby determines that, the Local Law #1 Amending Chapter 147 of the Town Code of the Town of Carmel, Entitled, “Vehicles and Traffic” is a Type II action under SEQR, NYCRR Section 617.5(c) (27) and no further review is necessary.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Schanil and Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

LOCAL LAW #1 OF THE YEAR 2022 - A LOCAL LAW AMENDING CHAPTER 147 OF THE CODE OF THE TOWN OF CARMEL, ENTITLED “VEHICLES AND TRAFFIC”- CHERRY LANE - ADOPTED AS NOTICED AND PUBLISHED

LOCAL LAW #1 OF THE YEAR 2022
A LOCAL LAW AMENDING CHAPTER 147 OF THE CODE OF THE TOWN OF CARMEL, ENTITLED “VEHICLES AND TRAFFIC”

SECTION 1

This Local Law shall be known as 2022 Amendments to Chapter 147 entitled “Vehicles and Traffic”.

SECTION 2

Chapter 147 of the Town Code of the Town of Carmel, §147-39, Schedule II: One Way Streets:

In accordance with the provision of §147-5, no person shall park a vehicle for longer than the time limit shown upon any of the following described streets or parts of streets:

<u>NAME OF STREET</u>	<u>DIRECTION OF TRAVEL</u>	<u>LIMITS</u>
CHERRY LANE	NORTH ONLY	BETWEEN ROUTE 6 AND ROUTE 6N

SECTION 3 - HOME RULE

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town’s discretion in setting fees and charges in connection with any applications requiring Town approval.

(Cont.)

SECTION 4 - SEVERABILITY

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 5 - EFFECTIVE DATE

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Offered by: Councilwoman McDonough
Seconded by: Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

PUBLIC COMMENTS

There were no public comments at this time.

**MINUTES OF TOWN BOARD MEETINGS HELD ON 6/15/2022 AND 7/6/2022 -
ACCEPT AS SUBMITTED BY THE TOWN CLERK**

On motion by Councilman Schanil, seconded by Councilwoman McDonough, with all members of the Town Board present voting “aye”, the minutes of the Town Board meetings held on June 15th and July 6th, 2022 were accepted as submitted by the Town Clerk.

**POLICE DEPARTMENT - APPOINTMENT OF SENIOR ACCOUNT CLERK MADE -
LISA CHICORIKAS - CSEA GROUP 5 STEP 2**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Lisa Chicorikas to the position of Senior Account Clerk in the Town of Carmel Police Department at a CSEA Group 5 Step 2 salary level effective August 1, 2022, subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: Supervisor Cazzari
Seconded by: Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

Supervisor Cazzari expressed congratulations to Lisa Chicorikas. He noted that she had been working part-time in the Police Department prior to her appointment.

ANNUAL FINANCIAL REPORT OF THE TOWN'S INDEPENDENT AUDITOR FOR FISCAL YEAR ENDING 2021 - ACCEPTED

RESOLVED that the Town Board of the Town of Carmel hereby accepts the Comprehensive Financial Independent Audit Report of the Town's independent auditor PKF O'Connor Davies, for fiscal year 2021 and hereby directs Town Clerk Ann Spofford to publish all notices required in connection herewith in the official newspapers of the Town.

Resolution
Offered by: Councilman Baranowski
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

CARMEL SEWER DISTRICT #5 - PROPOSAL ACCEPTED FOR SMOKE TESTING - DUKES ROOT CONTROL, SUBCONTRACTOR OF INFRAMARK - NOT TO EXCEED \$14,600.00

RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #5, and upon the recommendation of Town of Carmel Town Engineer Richard J. Franzetti, P.E. as fully detailed in his memo dated June 29, 2022, hereby accepts the proposal of Dukes Root Control, subcontractor of Inframark, Horsham, PA, for smoke testing services at the Carmel Sewer District #5 Treatment Plant at a cost not to exceed \$14,600.00, in accordance with the proposal/invoice of Inframark, Horsham, PA, dated May 10, 2022; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to accept said proposal; and

BE IT FURTHER RESOLVED that Town Comptroller Mary Ann Maxwell is hereby authorized to make any budgetary transfers or modifications required pursuant to this authorization.

Resolution
Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

CARMEL SEWER DISTRICT #7 - EMERGENCY REPAIRS/SERVICES ACKNOWLEDGED - DRIVEWAY DRAIN PIPE REPAIR - KUCK EXCAVATING

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of the various water and sewer districts of the Town of Carmel, hereby acknowledges the emergency performance of water and sewer district collection system/distribution system and treatment facilities repairs as fully detailed in the memorandum of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated June 23, 2022, as attached hereto and made a part thereof.

(Cont.)

Resolution
Offered by: Supervisor Cazzari
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	X		
Frank Lombardi			Absent
Suzanne McDonough	X		
Robert Schanil	X		
Michael Cazzari	X		

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board
From: Richard J. Franzetti P.E. Town Engineer
Date: June 23, 2022
Revised 07-15-22
Re: Emergency Repairs/Services



This memorandum is being presented to the Town Board to advise the Board of emergency invoices that were submitted for payment in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

• Carmel Sewer District 7 – Driveway Drain Pipe Repair

Inframark, the operators of CSD 7 advised the Engineering Department that a small sink hole on top of a 48-inch culvert pipe at the entrance to CSD 7 had expanded. The sink hole was covered by a steel plate had extended beyond the steel plate after the heavy rains in early June. This presented a significant safety concern for the workers and the sludge hauling company (EarthCare) when entering and departing the facility. This repair was deemed an emergency and Ed Kuck was directed to install a new drain pipe

Attached are invoices in the amount of \$8,601.16 and 10,734.41 7,268.80 for Kuck Excavating to repair this culvert pipe manholes. This work was performed on June 3, 7 and 8, 2022. Per the attached there is insufficient funding for this repair. A budget transfer request from the Unreserved Fund Balance to the Operating budget. The amount of the transfer request will include an estimation of funds necessary to carry the district until the end of the year.

We request that this memorandum be put into the agenda as a matter of record.

***NEEDS PAVEMENT AND LAWN RESTORATION**

(Cont.)

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	4 HRS	\$95.00 per hour	380.00
TRACK HOE PC 120	8 HRS	\$175.00 PER HR	1400.00
Dump Truck	12 HRS	\$100.00 per hour	1200.00
Support Vehicle	Day rate DAY 2	\$155.00 PER DAY	155.00
Chop Saw	Day rate DAY 2	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	
Locator	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT	HRS X	\$276.27 PER HR	
Machine operator	12 HRS X 1 MAN	\$184.18 PER HR	2,210.16
LABORER	8 HRS X 1 MAN	\$159.30	1,274.40
Laborers	12 HRS X 1 MAN	\$159.30	1,911.60
LABORER OT		\$238.95 PER HR	
Item 4		\$47.00 per yard	
Seed		\$150.00 bag	
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
Hay		\$19.00 bag	
GRAVEL		\$50.00/YARD	
Total			8,601.16

~~Richard G. G. P.E.~~
Town Engineer



(845) 628-1500
(845) 628-3087
Fax (845) 628-7085

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

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: C587
Location (street address): 35 Dania Dr.
Time and Date of Main Break or Hydrant Damage: 6/3, 6/7 + 4/8 2022
Field Response:

Manpower	HRS	Equipment	HRS
<u>1 Operator</u>	<u>21</u>	<u>PC120</u>	<u>21</u>
<u>1 Laborer</u>	<u>21</u>	<u>Dump Truck</u>	<u>21</u>
<u>1 Laborer</u>	<u>17</u>		

Water Main: Size: _____ Material: _____ Depth to Main: _____

Hydrant: Manufacturer & Model: _____

Repair Materials Utilized: 48" Drainage Pipe 48" Banning Clamps

Drainage Pipe
Cause of Main Break or Hydrant Damage: Rocks + boulders on top of drainage pipe caused cracks + holes

Description of Damage caused, if any: _____

Ed Kuck Excavating Inc
20 Day Road
Carmel, NY 10512

INV # TOC-64-2022
CSD7
REQ #
Vendor 0670
Tax ID - 133851002

Attention: ROB VARA, ENGINEERING
TOWN OF CARMEL

EMERGENCY 48" DRAINAGE PIPE

Respond as per INFRAMARK
Job Location: 35 DAHLIA DRIVE
Work Completed; 6/8/2022
Start time: End Time: 8 HRS PW – 1 HR PWOT

Job Description:

DAY 3: REMOVED REMAINING BAD DRAINAGE PIPE
INSTALLED NEW SECTION OF PIPE, BACKFILLED AND COMPACT WITH ITEM 4
NEEDS PAVEMENT AND LAWN RESTORATION

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55		\$95.00 per hour	
PC-120	9 HRS	\$175.00 PER HR	1575.00
Dump Truck	9 HRS	\$100.00 per hour	900.00
Support Vehicle	Day rate	\$155.00 PER DAY	155.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	
Locator	Day rate	\$70.00	
TRASH PUMP & HOSES	DAY RATE 2 PUMPS	\$225.00 PER PUMP	450.00
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT	1 HRS X 1 MAN	\$276.27 PER HR	276.27
Machine operator	8 HRS X 1 MAN	\$184.18 PER HR	1473.44
Laborers	8 HRS X 2 MEN	\$159.30	2548.80
LABORER OT	1 HR X 2 MEN	\$238.95 PER HR	477.90
Item 4	54 YARDS	\$52.00 per yard	2808.00
Seed		\$150.00 bag	
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
Hay		\$19.00 bag	
GRAVEL		\$50.00/YARD	
Total			10,734.41

VENDOR CLAIM FORM

TOWN OF CARMEL
60 McAlpin Ave
Mahopac, NY 10541
(845) 628-1500

CLAIMANT'S NAME AND ADDRESS	ED KUCK EXCAVATING INC 20 DAY ROAD CARMEL, NY 10512
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DEPARTMENT ENGINEERING
VENDOR TAX ID# 0670
TOWN OF CARMEL TAX EXEMPT No. 15898

VOUCHER #	
PURCHASE ORDER #	
REQUISITION #	
APPROPRIATION #	AMOUNT
TOTAL	

TOWN OF CARMEL
PURCHASE ORDER NO.

Date	Invoice Number	Description of Materials or Services	Unit Price	Amount
		EMERGENCY		
6/8/2022	TOC-64-2022	48" DRAINAGE PIPE REPAIR		10,734.41
		35 DAHILLA DRIVE		

[illegible]

I, EDWARD I. KUCK, certify that the above account in the amount of \$ 10,734.41 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due. I further certify that to the extent any Public Work forms the basis of this Claim, that any employees who performed said work, have been paid New York State Prevailing Wages in accordance with the New York State Labor Law.

TITLE

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

COMPTROLLER, TOWN OF CARMEL

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

District & Number: C587
Location (street address): 3500 N. 16th St.
Time and Date of Main Break or Hydrant Damage: 6/3, 6/7 + 6/8 2003
Field Response:

<u>Manpower</u>	<u>HRS</u>	<u>Equipment</u>	<u>HRS</u>
1 Operator	21	PC 120	21
1 Laborer	21	Dump Truck	21
1 Laborer	17		

Water Main: Size: _____ Material: _____ Depth to Main: _____

Hydrant Manufacturer & Model: _____

Repair Materials Utilized: 48" Diameter P.P. 48" Banding Clamps

Cause of Main Break or Hydrant Damage: Rocks + sewer pipes on top

- If Abrasive file caused CRACKS + HOLES

Description of Damage caused, if any: _____

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(Cont.)

EXHIBIT "B"

**Emergency Justification Form
Town of Carmel Procurement Policy**

Procurement Policy, Section VI: Emergency Procurement

Subdivision (4) of General Municipal Law §103 sets forth an exception to purchasing and bidding requirements for emergency situations

Department: Engineering

Vendor name: Kuck Excavating

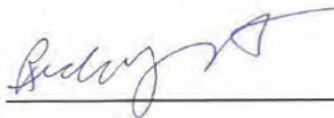
Nature of emergency: Drainage Pipe Repair

Estimated cost: See attached

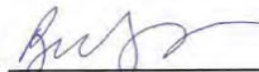
There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

- ☐ The situation arose out of an accident or unforeseen occurrence or condition.
- ☐ Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- ☒ The situation required immediate action, which could not await competitive bidding.
- ☒ The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.
- ☐ Other (provide explanation):

Purchasing Agent's signature for approval:



Department Head's signature for approval:



From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: RE: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22
Date: Thursday, June 23, 2022 4:16:08 PM

Rich,

There is insufficient funding for this repair. I will be submitting a budget transfer request from the Unreserved Fund Balance to the Operating budget. The amount of the transfer request will include an estimation of funds necessary to carry the district until the end of the year.

Donna Esteves

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

20 JULY 2022
TOWN BOARD MEETING

(Cont.)

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Thursday, June 23, 2022 3:31 PM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: RE: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22

Donna

Is there sufficient funding?

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

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From: Esteves, Donna <de@ci.carmel.ny.us>
Sent: Tuesday, June 21, 2022 3:24 PM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: FW: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22

From: Esteves, Donna <>
Sent: Tuesday, June 21, 2022 10:07 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: FW: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22

Rich,

Just got this invoice as well. Total cost for this repair is \$19,335.57.

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

From: Esteves, Donna <>
Sent: Tuesday, June 21, 2022 9:59 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: 06-21-22 ~ CWD #7 ~ TOC 064-22

Rich,

Please see attached invoice from Kuck for the emergency drainage repair at the CSD7 plant. This will require acknowledgement from the Board.

Thanks,

Donna Esteves
Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

**BID AWARDED FOR INSTALLATION OF NETWORK ACCESS CONTROL SYSTEM -
POLICE DEPARTMENT AND TOWN HALL - CONTRACT #C280 - DAS PARKING
SERVICES, LLC - NOT TO EXCEED \$46,800.00**

WHEREAS the Town Board of the Town of Carmel, has previously authorized advertisement for the solicitation of bids for the installation of Network Access Control Systems in the Town of Carmel Police Department and Town Hall, Contract #C280; and

WHEREAS such bids were received and opened on June 16, 2022; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Richard J. Franzetti, P.E., Town Engineer, as fully detailed in his memo dated June 23, 2022, hereby awards DAS Parking Services, LLC, Hopewell Junction, NY, the lowest responsible bidder for the installation of Network Access Control Systems, Contract C280 at a cost not to exceed \$46,800.00; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Michael Cazzari is hereby authorized to sign any and all documentation necessary for the execution of all contract documentation required in connection herewith; and

BE IT FURTHER RESOLVED that Town Comptroller Mary Ann Maxwell is hereby authorized to make any budgetary transfers or modifications required pursuant to this authorization.

Resolution

Offered by: Supervisor Cazzari
Seconded by: Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

Supervisor Cazzari explained that the Town was awarded a \$50,000.00 security grant from the State and therefore will not incur any expenses in connection with the project.

**CARMEL WATER DISTRICTS #2, #3, #8 AND #14 - TOWN WIDE WATER TANK
REHABILITATION AND INSTALLATION - CONTRACT #C268 - CHANGE ORDER #1
AUTHORIZED**

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water Districts #s 2, 3, 8, and 14 has previously awarded the contract for the above project to Arold Construction, Kingston, New York; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has provided proposed Change Order No.1 to the aforesaid contract to the Town Board for consideration and review;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water Districts #s 2, 3, 8, 14 hereby authorizes Town Supervisor Michael Cazzari to sign Change Order #1 to the aforementioned contract, said Change Order to be in form as attached hereto and made a part hereof.

Resolution

Offered by: Councilman Baranowski
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

(Cont.)

CHANGE ORDER

NO. 1

C268 – Rehabilitation of Water Tanks Project

PROJECT

DATE OF ISSUANCE	6/10/2022	EFFECTIVE DATE	6/10/2022
OWNER	The Town of Carmel		
OWNER's Contractor No.	C268		
CONTRACTOR:	Arold Construction	ENGINEER:	Weston & Sampson, PE, LS, LA, PC

You are directed to make the following changes in the Contract Documents for CWD #2, 8, and 14.

CWD #2

Reason for Change Order:

- Additional Rock Excavation

Description:

- Excessive rock was encountered during excavation of the ring wall. Rock excavation totaled 110.76 cubic yards. This change order increases the quantity of pay item CWD #2.6 to 110.76 CY.

CWD #8

Reason for Change Order:

- Replace 20hp VFD with 25hp VFD to match current pump at facility.

Description:

- Replace the 20hp VFP with a 25hp VFD to account for larger pump that was installed after the project was bid and awarded.

CWD #14

Reason for Change Order:

- Replacement of 8-inch DIP materials with 6-inch materials. Add three (3) 6-inch gate valves. Relocate transducer vault and yard hydrant.

Description:

- Explorative excavation discovered a different pipe size than expected. Need to substitute purchased materials for appropriate size. Add 3 gate valves to system to provide additional isolation, a precast concrete transducer vault, and yard hydrant for sampling, as requested by the system operator.

Attachments: Contractor Proposals, Sketches WCD 1.1 & WCD 1.2

Change Order 1 Summary Table

District	Previous Contract Total	Net Increase of CO1	New Total Contract per District
CWD #2	\$1,123,000.00	\$9,076.00	\$1,132,076.00
CWD #3	\$332,400.00	-	\$332,400.00
CWD #8	\$688,000.00	\$2,082.00	\$690,082.00
CWD #14	\$481,450.00	\$15,267.99	\$496,717.99
Total	\$2,624,850.00	\$26,425.99	\$2,651,275.99

RECOMMENDED: X

ACCEPTED:

APPROVED:

By:  By: _____ By: _____
Engineer (Authorized Signature) Contractor (Authorized Signature) Owner (Authorized Signature)

Date: June 10, 2022 Date: _____ Date: _____

Town of Carmel Town Wide Water Storage Tank Rehabilitation and New Tank Cosntruction - Glass Lined Tanks Carmel Water Districts 2, 3, 8 and 14 CONTRACT DATE: October 6, 2021								
Weston & Sampson			Arold Construction Company Inc. Kingston, NY			Change Order No. 1		
ITEM NO.	CONT. QUAN.	DESCRIPTION	UNIT PRICE	CONT. QUAN.	TOTAL AMOUNT	UNIT PRICE	REV. QUAN.	TOTAL AMOUNT
CWD #2								
CWD #2.1	1	Mobilization, Bonds and Insurance	\$ 30,000.00	1	\$ 30,000.00	\$ 30,000.00	1.00	\$30,000.00
CWD #2.2	1	New Glass Lined Tank, Furnished & Installed	\$ 692,000.00	1	\$ 692,000.00	\$ 692,000.00	1.00	\$692,000.00
CWD #2.3	1	Water Tank Foundation, Furnished & Installed	\$ 62,000.00	1	\$ 62,000.00	\$ 62,000.00	1.00	\$62,000.00
CWD #2.4	1	Site Work, Furnished & Installed	\$ 307,000.00	1	\$ 307,000.00	\$ 307,000.00	1.00	\$307,000.00
CWD #2.5	1	Asphalt Paving, Furnished & Installed	\$ 30,000.00	1	\$ 30,000.00	\$ 30,000.00	1.00	\$30,000.00
CWD #2.6	20	Rock Excavation and Disposal	\$ 100.00	20	\$ 2,000.00	\$ 100.00	110.76	\$11,076.00
CWD #2 Bid Total					\$1,123,000.00			\$1,132,076.00
CWD #3								
CWD #3.1	1	Mobilization, Bonds and Insurance	\$10,000.00	1	\$10,000.00	\$10,000.00	1.00	\$10,000.00
CWD #3.2	1	Temporary Water Service, Furnished & Installed	\$110,000.00	1	\$110,000.00	\$110,000.00	1.00	\$110,000.00
CWD #3.3	1	Water Tank Rehabilitation, Furnished & Installed	\$212,400.00	1	\$212,400.00	\$212,400.00	1.00	\$212,400.00
CWD #3 Bid Total					\$332,400.00			\$332,400.00
CWD #8								
CWD #8.1	1	Mobilization, Bonds and Insurance	\$20,000.00	1	\$20,000.00	\$20,000.00	1	\$20,000.00
CWD #8.2	1	Temporary Water Service (Kings Ridge), Furnished & Installed	\$45,000.00	1	\$45,000.00	\$45,000.00	1	\$45,000.00
CWD #8.3	1	Water Tank Rehabilitation (Kings Ridge), Furnished & Installed	\$230,000.00	1	\$230,000.00	\$230,000.00	1	\$230,000.00
CWD #8.4	1	Temporary Water Service (Crest Road), Furnished & Installed	\$45,000.00	1	\$45,000.00	\$45,000.00	1	\$45,000.00
CWD #8.5	1	Water Tank Rehabilitation (Crest Road), Furnished & Installed	\$307,000.00	1	\$307,000.00	\$307,000.00	1	\$307,000.00
CWD #8.6	1	Water Service Controls, Furnished & Installed	\$27,000.00	1	\$27,000.00	\$27,000.00	1	\$27,000.00
CWD #8.7	1	Asphalt Paving, Furnished & Installed	\$14,000.00	1	\$14,000.00	\$14,000.00	1	\$14,000.00
CO1 WCD #8.8	0	Replace 20 HP VFD with 25 HP VFD	\$0.00	0	\$0.00	\$2,082.00	1.00	\$2,082.00
CWD #8 Bid Total					\$688,000.00			\$690,082.00
CWD #14								
CWD #14.1	1	Mobilization, Bonds and Insurance	\$ 14,000.00	1	\$14,000.00	\$ 14,000.00	1	\$14,000.00
CWD #14.2	1	New Glass Lined Tank, Furnished & Installed	\$ 246,000.00	1	\$246,000.00	\$ 246,000.00	1	\$246,000.00
CWD #14.3	1	Water Tank Foundation, Furnished & Installed	\$ 29,000.00	1	\$29,000.00	\$ 29,000.00	1	\$29,000.00
CWD #14.4	1	Site Work, Furnished & Installed	\$ 107,450.00	1	\$107,450.00	\$ 107,450.00	1	\$107,450.00
CWD #14.5	1	Water Service Controls, Furnished & Installed	\$ 65,000.00	1	\$65,000.00	\$ 65,000.00	1	\$65,000.00
CWD #14.6	1	Water Tank Demolition, Complete	\$ 20,000.00	1	\$20,000.00	\$ 20,000.00	1	\$20,000.00
CO1 WCD #14.7	0	Transducer Vault, 8" to 6" fittings, add 3 GV's	\$ -	0	\$0.00	\$ 15,267.99	1.00	\$15,267.99
CWD #14 Bid Total					\$481,450.00			\$496,717.99
Project Total					\$2,624,850.00			\$2,651,275.99

CARMEL WATER DISTRICTS #2, #3, #8 AND #14 - TOWN WIDE WATER TANK REHABILITATION AND INSTALLATION - CONTRACT #C268 - CHANGE ORDER #2 AUTHORIZED

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water Districts #s 2, 3, 8, and 14 has previously awarded the contract for the above project to Arold Construction, Kingston, New York; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has provided proposed Change Order No. 2 to the aforesaid contract to the Town Board for consideration and review;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Water Districts #s 2, 3, 8, and 14 hereby authorizes Town Supervisor Michael Cazzari to sign Change Order #2 to the aforementioned contract, said Change Order to be in form as attached hereto and made a part hereof.

Resolution
Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	<u>X</u>	<u> </u>
Frank Lombardi	<u> </u>	<u> </u> Absent
Suzanne McDonough	<u>X</u>	<u> </u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Cazzari	<u>X</u>	<u> </u>

CHANGE ORDER		NO. 2
<hr/>		
<u>C268 – Rehabilitation of Water Tanks Project</u>		
PROJECT		
DATE OF ISSUANCE	07-06-2022	EFFECTIVE DATE 07-06-2022
<hr/>		
OWNER	The Town of Carmel	
OWNER's Contractor No. C268		
<hr/>		
CONTRACTOR:	Arold Construction	ENGINEER: Weston & Sampson, PE, LS, LA, PC
<hr/>		
You are directed to make the following changes in the Contract Documents.		
Reason for Change Order: Original time of completion 180 Days. Time of completion changed to 320 Days as identified below.		
Description: No Change in Contract Value.		
<ul style="list-style-type: none">- Steel shortages have delayed production of tanks by months. Original delivery date of tanks was for 4/11/22.- The manufacturing and delivery of VFD's has been delayed due to supply chain issues impacting the manufacturer. The VFD's were originally scheduled to ship on 5/25/22. They are now scheduled to ship on 9/6/2022		
Attachments: Contractor Request letter.		
<hr/>		
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:	
Original Contract Price	Original Contract Times	
\$2,624,850.00	Substantial Completion: <u>August 15, 2022</u>	
	Ready for final payment: <u> </u>	
<hr/>		
Net changes from previous Change Orders No. to No.	Net change from previous Change Orders No. to No.	
None	<u>None</u>	
<hr/>		
Contract Price prior to this Change Order	Contract Times prior to this Change Order	
\$2,651,275.99	Substantial Completion: <u>August 15, 2022</u>	
	Ready for final payment: <u>---</u>	
<hr/>		
Net Increase (decrease) of this Change Order	Net Increase of this Change Order	
\$0	<u>140 days</u>	
<hr/>		
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders	
\$2,651,275.99	Substantial Completion: <u>January 2, 2023</u>	
	Ready for final payment: <u> </u>	
	days or dates	
<hr/>		

(Cont.)

RECOMMENDED: X	ACCEPTED:	APPROVED:
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)	By: _____ Owner (Authorized Signature)
Date: <u>July 6, 2022</u>	Date: <u>7/6/2022</u>	Date: _____

Supervisor Cazzari explained that there was no cost associated with the Change Order. An additional 140 days were added to the contract due to supply chain issues.

CARMEL SEWER DISTRICT #2 - BAR SCREEN AND GRIT CLASSIFIER - CONTRACT #C275 - CHANGE ORDER #2 AUTHORIZED

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Sewer District #2 has previously awarded the contract for the above project to Wittcon, Inc., Thompson Ridge, New York; and

WHEREAS, Town Engineer Richard J. Franzetti, P.E. has provided proposed Change Order No. 2 to the aforesaid contract to the Town Board for consideration and review;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Town of Carmel Sewer District #2 hereby authorizes Town Supervisor Michael Cazzari to sign Change Order #2 to the aforementioned contract, said Change Order to be in form as attached hereto and made a part hereof.

Resolution

Offered by: Supervisor Cazzari
Seconded by: Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

CHANGE ORDER NO. 2

C275 – CSD2 Bar Screen and Grit Classifier

PROJECT

DATE OF ISSUANCE	07-07-22	EFFECTIVE DATE	07-07-22
OWNER The Town of Carmel			
OWNER's Contractor No. C275			
CONTRACTOR: Wittcon Inc.		ENGINEER: Town of Carmel	

You are directed to make the following changes in the Contract Documents.

Reason for Change Order: Original time of completion 10 weeks. Time of completion changed to 30 weeks as identified below.

Description: No Change in Contract Value.

- 6 weeks for design drawings from the manufacturer.
- 3 weeks allowed for Project Engineer to review and approve shop drawings.
- 17 weeks for fabrication. *this date begins on receipt of approved drawings from Project Engineer.
- 4 weeks for shipping.
- 4 weeks for installation.
- 2 weeks for startup/commissioning

Attachments: Contractor Request letter.

<p>CHANGE IN CONTRACT PRICE: Original Contract Price</p> <p>\$340,000.00</p>	<p>CHANGE IN CONTRACT TIMES: Original Contract Times</p> <p>Substantial Completion: <u>March 1, 2022</u> Ready for final payment: _____</p>
<p>Net changes from previous Change Orders No. to No.</p> <p>None</p>	<p>Net change from previous Change Orders No. to No.</p> <p>None</p>
<p>Contract Price prior to this Change Order</p> <p>---</p>	<p>Contract Times prior to this Change Order</p> <p>Substantial Completion: <u>July 18, 2022</u> Ready for final payment: <u>---</u></p>
<p>Net Increase (decrease) of this Change Order</p> <p>\$0</p>	<p>Net Increase of this Change Order</p> <p>51 days</p>
<p>Contract Price with all approved Change Orders</p> <p>---</p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>September 7, 2022</u> Ready for final payment: _____ days or dates</p>

APPROVED:

Date: _____ Date: _____ Date: _____

wittcon.inc@gmail.com

CHANGE ORDER

+

CONTRACT FOR: Duperon & JDV equipment

6 weeks for design drawings from the manufacturer.
3 weeks allowed for Project Engineer to review and approve shop drawings.
17 weeks for fabrication. *this date begins on receipt of approved drawings from Project Engineer.
4 weeks for shipping.
4 weeks for installation.
2 weeks for startup/commissioning.
Total: 36 weeks (updated for JDV Equip. delay 7/1/22)

Original Contract Sum	\$ 340,000.00
Net Change by Previous Change Orders	\$ 0
The Contract Sum prior to this Change Order	\$ 340,000.00
The Contract Sum will be not changed by this change Order in the amount of	\$ 0
Revised Contract Sum	\$ 340,000.00
The Contract Time will be Changed by adding (190) days.	
The date if Substantial Completion as of the date of this change order therefore is: September 7, 2022	

(Cont.)

<div>Wittcon, Inc</div> <div>PO Box 4</div> <div>Thompson Ridge, NY 10985</div> <div>wittcon.inc@gmail.com</div> <div></div>		
Signed	Signed	Signed
Julie Wittenberg, President		
Name & Title	Name & Title	Name & Title
Date: 7/6/2022	Date:	Date:

Supervisor Cazzari explained that there was no cost associated with the Change Order. An additional 51 days were added to the contract due to supply chain issues.

**EXTENSION OF CONTRACT FOR INFORMATION TECHNOLOGY SERVICES
AUTHORIZED - LOGICALLY, INC. - 7/1/2022 THROUGH 6/30/2023 - NOT TO
EXCEED \$57,000.00**

RESOLVED, that the Town Board of the Town of Carmel hereby acknowledges the extension of its existing agreement for Information Technology services with Logically, Inc., Yorktown Heights, NY for a period of one (1) year commencing July 1, 2022 through June 30, 2023 for an aggregate annual sum (including special district services) not to exceed \$57,000 (FIFTY-SEVEN THOUSAND DOLLARS) in accordance with Proposal #029478.2 dated May 6, 2021; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget revisions to effect the aforesaid purchase transaction authorized herein.

Resolution

Offered by: Councilwoman McDonough
Seconded by: Councilman Baranowski and Councilman Schanil

Roll Call Vote	YES	NO	
Stephen Baranowski	X		
Frank Lombardi			Absent
Suzanne McDonough	X		
Robert Schanil	X		
Michael Cazzari	X		

**CARMEL SEWER DISTRICT #4 - AMENDED PROPOSAL ACCEPTED FOR
ENGINEERING SERVICES - INFILTRATION & INFLOW (I&I) INVESTIGATION - J.
ROBERT FOLCHETTI & ASSOCIATES, LLC**

RESOLVED that the Town Board of the Town of Carmel acting as Commissioners of Carmel Sewer District #4, hereby accepts the amended proposal for Engineering Design Services for the Infiltration and Inflow (I&I) for Carmel Sewer District #4 from J. Robert Folchetti & Associates, LLC, Brewster, New York as detailed in the proposal dated June 20, 2022 as attached hereto and made a part thereof; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to effectuate the authorizations set forth herein; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget revisions to effect the aforesaid purchase transaction authorized herein.

(Cont.)

Resolution
Offered by: Councilman Baranowski
Seconded by: Councilman Schanil and Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

J. ROBERT FOLCHETTI & ASSOCIATES, LLC
CIVIL/ENVIRONMENTAL ENGINEERS

June 20, 2022

Town of Carmel Town Board
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541
Attn: Hon. Michael Cazzari, Supervisor

**RE: AMENDED CONTRACT FOR ENGINEERING SERVICES
CARMEL SEWER DISTRICT No. 4**

Dear Supervisor Cazzari:

On March 2, 2022 the Town Board passed a unanimous resolution awarding JRFA its proposal for an Infiltration and Inflow Investigation in the referenced sewer district. The purpose of the investigation was to mitigate the emergency pumping expenses incurred during the 2021 operating year. Since that resolution, JRFA has worked with the Town Engineer and Comptroller's offices to accomplish the tasks outlined in that proposal. This amendment is offered in view of new information uncovered during this work.

SECTION 1 - BACKGROUND PROPOSED SCOPE OF WORK
SECTION 2 - PROPOSED SCOPE OF WORK
SECTION 3 - WORK BY OTHERS
SECTION 4 - ESTIMATED COSTS AND SCHEDULE
SECTION 5 - PAYMENT SCHEDULE
SECTION 6 - ADDITIONAL SERVICES AND LIMITATIONS

SECTION 1 – BACKGROUND PROPOSED SCOPE OF WORK

The original engineering tasks included in our March 2022 contract are as follows:

- Evaluate the 2021 emergency work performed by type and location;
- Compare the monthly operations reports for the plant to the date and locations of expenditures for emergency services;
- Evaluate existing sewer mapping for pipe type and compare to locations of emergency services;
- Develop plan for Pipeline Assessment Certification Program (PACP) compliant television inspection of sewers and manholes criteria;
- Assist the Town in procuring TV inspection service contractor;
 - Supervise conduct of TV inspection work
 - Review PACP inspection video and reports
- Develop Engineering Report providing Findings, Conclusions and Recommendations for remedial action.

31 Sodom Road
Brewster, New York 10509
845-363-1560
845-582-0485 FAX
www.jrfa.com

(Cont.)

Hon. Michael Cazzari, Supervisor
Proposal for Engineering Services
June 20, 2022
Page 2

The first three (3) tasks have been completed. The fourth task was going to be scoped and bid, with the attendant engineering costs to be identified at the time. During the period of tasks 1-3, JRFA received bids in another Hudson River Valley community for an I&I rehabilitation project that included cleaning and inspecting the sewers. The bid price for cleaning & televising the sewers on that project was a combined \$11/linear foot (LF). At 23,000 LF of pipe in CSD 4, the estimated cost for similar work at these prices is approximately \$250,000, not including the soft costs associated with directing and evaluating the videos after completion of the work.

In the process of determining how to fund this expense, it has come to light that the Town is in possession of PACP compliant video of the subject sewers that was commissioned by the NYCDEP. This work was undertaken as part of a larger exfiltration study conducted between 2012 and 2015 and included all of the CSD 4 sewer mains. While not as current as if we had bid new work, use of this footage now gives us an opportunity to screen the system and focus our efforts on the worst sections. It allows for immediate review rather than going through a bid cycle, saves the District at least a quarter million dollars, and allows us to develop a focused report for the remediation of the system. As these engineering services were not priced at the time of the original award, the scope and costs for this work is provided below.

In addition to the NYCDEP videos, the Town has provided the GIS mapping that was developed under the Asset Management grant program. Use of this mapping will allow the development of preliminary sewer system rehabilitation plans as part of the Engineering report identified in the original contract.

SECTION 2 – PROPOSED SCOPE OF WORK

The additional tasks recommended to review these videos are as follows:

- 2.1 Review all 140 different segments of sewer video footage.
- 2.2 Locate, tabulate, and categorize flaws in the sewer mains.
- 2.3 Develop preliminary plan of the sewer system flaws.

SECTION 3 – WORK BY OTHERS

JRFA’s scope of work, as specified in this proposal, is limited to the Work outlined in Section 2 above with additional work to be performed upon request. JRFA can provide assistance to the Owner/Client in the procurement and coordination of additional services, as required. Where JRFA retains sub-consultants on behalf of the OWNER they will be billed at cost.

SECTION 4 – ESTIMATED COSTS AND SCHEDULE

The Estimated Engineering Costs for the additional work required to complete the Facility Plan are as follows:

	Level of Effort	Estimated Cost
Task 2.1	60 MH	\$10,800.00
Task 2.2	20 MH	\$ 3,600.00
Task 2.3	<u>50 MH</u>	<u>\$ 9,000.00</u>
Estimated Total:	130 MH	\$23,400.00

Any costs for additional services as outlined below will be billed under our Hourly Rate Schedule (see attached). These costs will not be exceeded without prior authorization of the Owner.

Hon. Michael Cazzari, Supervisor
Proposal for Engineering Services
June 20, 2022
Page 3

JRFA can commence work on Task 2.1 immediately upon Notice to Proceed.

SECTION 5 – PAYMENT SCHEDULE

We will bill you monthly as the work progresses; payment is expected within 30-days of receipt of our invoices. We reserve the right to discontinue or suspend work if outstanding invoices exceed 45 days. The following costs will constitute a separate item for reimbursement:

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

(Cont.)

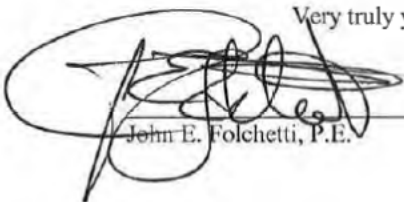
SECTION 6 – ADDITIONAL SERVICES AND LIMITATIONS

Any work not identified herein is specifically excluded. JRFA will provide the Owner with an estimated cost for completing any additional services tasks prior to executing the work.

Work containing a Professional Engineer seal and signature will be delivered as hard copy for the Town's use. Where work containing a Professional Engineer seal and signature may be required for delivery to other agencies, JRFA will provide hard copy delivery to such agency under the terms identified in Section 5. Work, or copies thereof, containing Professional Engineer seal and signature will not be transmitted electronically to, or by, the Town's representatives.

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

ENGINEER

Very truly yours,

John E. Folchetti, P.E. 24 JUNE 2022
Date

**OWNER or
AUTHORIZED SIGNATURE**

Signature Date

JEF/jac
Attachment

Cc: PJP
File

Hon. Michael Cazzari, Supervisor
Proposal for Engineering Services
June 20, 2022
Page 4

**J. ROBERT FOLCHETTI & ASSOCIATES, L.L.C.
ENGINEERING RATES**

<u>CLASSIFICATION</u>	<u>\$ PER HOUR</u>
Principal	\$160.00 - \$210.00
Project Manager	\$150.00 - \$200.00
Project Engineer / Geologist	\$120.00 - \$150.00
Engineer / Designer	\$ 95.00 - \$130.00
Engineer / Inspector	\$ 70.00 - \$100.00
Other Technical Personnel	\$ 75.00 - \$100.00

REIMBURSABLES

- Travel, Subsistence and Incidentals
- Use of motor vehicles on a mileage basis, consistent with IRS allowances
- Reproduction costs
- Postage and shipping for project related materials
- Rental charges for equipment, including equipment owned by the Engineer

(Cont.)

- Cost of acquiring any other materials or services specifically for and applicable to this project. This includes any special requests for Accounting backup or support.
- Subconsultants, as required, will be billed at cost plus 5%.

These rates are guaranteed through December 31, 2023.

SIGNING OF LICENSE AGREEMENT BETWEEN THE MAHOPAC CENTRAL SCHOOL DISTRICT AND THE TOWN OF CARMEL FOR USE OF THE LAKEVIEW ELEMENTARY SCHOOL PARKING LOT FOR ALTERNATE WATER SOURCE FOR CARMEL WATER DISTRICT #8 - AUTHORIZED

WHEREAS Richard Franzetti, PE, Town Engineer has requested that the Town Board authorize the signing of an Intermunicipal agreement between the Mahopac Central School District and the Town of Carmel providing for use by the Town of Carmel of the Lakeview Elementary School Parking Lot belonging to the Mahopac Central School District, for a period of approximately four to six weeks for purposes of providing alternate water source for Carmel Water District #8 during such period;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #8, hereby authorizes the Town Supervisor Michael Cazzari to sign on behalf of the Town of Carmel, the License Agreement between the Mahopac Central School District and the Town of Carmel in regard to the foregoing in the form as attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that a copy of said License Agreement be filed with the Town Clerk after signature by the Town Supervisor.

Resolution

Offered by: Councilman Schanil
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

**LICENSE AGREEMENT RE:
LAKEVIEW ELEMENTARY SCHOOL
PARKING LOT**

THIS AGREEMENT is made and entered into the _____ day of _____, 2022, by and between MAHOPAC CENTRAL SCHOOL DISTRICT ("District"), a municipal corporation formed under the laws of the State of New York, with administrative offices at 179 East Lake Boulevard, Mahopac, New York 10541-166663, and the TOWN OF CARMEL, a municipal corporation formed under the laws of the State of New York, having its town offices at 60 McAlpin Avenue, Mahopac, New York 10541 ("Town"). The District and the Town are collectively referred to as the "Parties".

WHEREAS, Town Water District #8 requires maintenance and repair, and to continue supplying water to Town residents, the Town must connect an alternative water source for approximately four to six weeks while Water District #8 undergoes maintenance and repair;

WHEREAS, the Town desires to connect a water tanker truck directly to a fire hydrant near Lakeview Elementary School's west entrance that will supply water to Town residents, and requests the District's permission to park a water tanker truck at the Lakeview Elementary School parking lot located at or near 112 Lakeview Drive, Mahopac, New York ("Water Project");

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TOWN BOARD MEETING**

(Cont.)

WHEREAS, the District desires to cooperate with the Town's effort to continue and maintain its water supply to the residents of the Town;

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

Section 1. The District is the fee owner of the Lakeview Elementary School parking lot, located at or near 112 Lakeview Drive, Mahopac, New York 10541 (the "Property");

Section 2. The Town shall undertake at the Town's own expense and with the permission and consent of the District, the Water Project.

Section 3. The District hereby grants the Town access to store its water tanker truck at the Property, for the purpose of connecting an alternative water source and supplying water to Town residents.

Section 4. This Agreement shall begin on _____ and terminate on _____.

Section 5. The District may terminate this Agreement for convenience, at any time, upon seven (7) days written notice to the Town.

Section 6. The Town shall procure all necessary approvals and permits for the construction and installation of the Water Project at its sole cost and expense.

Section 7. The Town shall at its own cost and expense safeguard and protect the water tanker truck at the Property and surrounding area at all times with appropriate fencing, cones, and signage.

Section 8. The Town shall at its own cost and expense purchase and maintain insurance and shall require all contractors (and subcontractors) retained to do such work related to the Water Project to purchase and maintain insurance of the types and limits as follows:

Commercial General Liability:	\$1 million per occurrence/\$2 million aggregate
Automobile Liability:	\$1 million combined single limit
Workers' Compensation:	Statutory
N.Y.S. Disability Insurance:	Statutory
Umbrella/Excess Insurance:	\$3 million per occurrence/\$3 million aggregate

The Town hereby agrees to effectuate the naming of the District as an Additional Insured on its policies, and agrees to require all contractors (and subcontractors) retained to do such work related to the Water Project to effectuate the naming of the District as an Additional Insured on its policies, with the exception of workers' compensation and N.Y. State disability insurance. The Town agrees to provide the District with its own Certificate of Insurance and Certificates of Insurance of all contractors (and subcontractors) evidencing the above requirements have been met, prior to the commencement of work.

Section 9. The Town shall defend, indemnify, and hold harmless the District from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, judgments, and/or reasonable attorneys' fees which may arise therefrom, as well as against any fees, costs, charges or expenses which the District may incur in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) the Town's breach or claim of breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to the Town or its contractors (and subcontractors) exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of the Town or any of its agents, and contractors (and subcontractors) in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given.

Section 10. The Town and its agents and contractors (and subcontractors) shall conduct all work activities on the Property in a good workmanlike manner and in accordance with prevailing industry practices, standards and procedures. The Town and its agents and contractors (and subcontractors) shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any material inconvenience, disruption or interference to the District or the District's use of the Property. The Town shall repair any damage to the Property caused by the storage of its water tanker truck at the Property; and shall restore the affected area to its previous condition.

(Cont.)

Section 11. This Agreement may not be assigned by the Town without the written consent of the District.

Section 12. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York except where the Supremacy Clause of the U.S. Constitution arises. All

disputes arising under this Agreement shall be litigated in Supreme Court, Putnam County.

Section 14. This Agreement is subject to the approval of the Board of Education of the Mahopac Central School District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written

Dated: _____

MAHOPAC CENTRAL SCHOOL DISTRICT

By: Ben DiLullo
Board President

TOWN OF CARMEL

By: Michael Cazzari, Supervisor

SIGNING OF MEMORANDUM OF UNDERSTANDING BETWEEN THE MAHOPAC CENTRAL SCHOOL DISTRICT AND THE TOWN OF CARMEL FOR USE OF ATHLETIC FIELDS, SCHOOL FACILITIES AND TOWN FACILITIES - AUTHORIZED

WHEREAS James R. Gilchrist, Director of the Town of Carmel Recreation and Parks has requested that the Town Board authorize the signing of a Memorandum of Understanding between the Mahopac Central School District and the Town of Carmel providing for use by the Town of Carmel of certain athletic fields and facilities belonging to the Mahopac Central School District, as well as for the use of certain Town of Carmel Parks by the Mahopac Central School District for a period of one (1) year commencing immediately through June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the Town Supervisor Michael Cazzari to sign on behalf of the Town of Carmel, the Intermunicipal Agreement between the Mahopac Central School District and the Town of Carmel in regard to the foregoing in the form as attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that a copy of said Intermunicipal Agreement be filed with the Town Clerk after signature by the Town Supervisor.

Resolution

Offered by: Supervisor Cazzari
Seconded by: Councilwoman McDonough and Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

20 JULY 2022
TOWN BOARD MEETING

(Cont.)

MEMORANDUM OF UNDERSTANDING

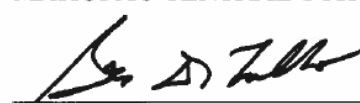
This Memorandum of Understanding dated as of the 1st day of July, 2022, is entered into between the BOARD OF EDUCATION OF THE MAHOPAC CENTRAL SCHOOL DISTRICT (the "School District") a municipal corporation with offices located at 179 East Lake Boulevard, Mahopac, New York, and the TOWN OF CARMEL (the "Town"), a municipal corporation, with offices located at 60 McAlpin Avenue, Mahopac New York, for the following purpose.

The School District and the Town have entered into an intermunicipal cooperative agreement, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein, which expired on June 30, 2021 (the "Agreement"), and was subsequently extended by Memorandum of Understanding ("MOA") through June 30, 2022. The parties wish to extend the term of the Agreement for a period of one year through and including June 30, 2023. For the purpose of this Memorandum of Understanding, all of the terms and conditions of the expired Agreement, as amended and extended by the MOA, shall remain in full force and effect.

1

IN WITNESS WHEREOF, the undersigned hereby acknowledges that they have read and fully understand the foregoing Memorandum of Understanding and further, that they agree to each of the terms and conditions contained herein.

BOARD OF EDUCATION OF THE
MAHOPAC CENTRAL SCHOOL DISTRICT


Ben DiLillo President

TOWN OF CARMEL

Michael Cazzari, Supervisor

20 JULY 2022
TOWN BOARD MEETING

(Cont.)

EXHIBIT A

Fully Executed Copy of
Intermunicipal Cooperative Agreement
Dated July 1, 2016

(To be Provided)

3

MUNICIPAL COOPERATION AGREEMENT
SCHOOL DISTRICT AND TOWN FACILITIES

THIS AGREEMENT (the "Agreement") entered into as of the ¹³ day of September, 2016 by and between the BOARD OF EDUCATION OF THE MAHOPAC CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "School District") with offices for the transaction of business located at 179 East Lake Boulevard, Mahopac, New York and the TOWN OF CARMEL (hereinafter referred to as the "Town"), with offices for the transaction of business located at 60 McAlpin Avenue, Mahopac, New York.

WITNESSETH

WHEREAS, under the provisions of Section 119-o of the General Municipal Law, each party has the power to enter into agreements for the performance among themselves of their respective functions, powers and duties or for the provisions of a joint service;

WHEREAS, the School District and the Town were previously parties to a series of agreements pertaining to the use of certain facilities owned by the School District; and

WHEREAS, the parties are desirous of entering into a single agreement which would encompass all such uses and replace all previous agreements; and

WHEREAS, to that end, the School District and the Town have entered into discussions pertaining to engaging in municipal cooperation for the joint use of certain facilities and services; and

WHEREAS, the School District is permitted to allow the use of its facilities in accordance with Education Law section 414; and

WHEREAS, both parties believe that it is in the best interest of their respective taxpayers to share resources with respect to the use of certain facilities and services; and

WHEREAS, the School District and the Town wish to contract with one another in accordance with General Municipal Law section 119-o;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The parties understand and agree that by execution of this Agreement, all prior agreements for the use of the facilities covered by the terms hereunder are hereby rescinded and rendered null and void.

(Cont.)

2. The terms of this Agreement shall commence on July 1, 2016 and terminate on June 30, 2021 unless earlier terminated as provided herein.
3. The School District and the Town each represent that it is authorized by applicable law to enter into inter-municipal agreements.
4. The School District and the Town, believing it to be in the best interest of their taxpayers, do hereby authorize an inter-municipal cooperation and assistance agreement with and between each other for the use of the facilities in accordance with applicable law and as provided for in this Agreement.

A. Use of School District Property and Facilities by the Town

1. During the term of this Agreement, the School District hereby grants to the Town a non-transferable, revocable, non-exclusive license to use the athletic, practice fields, recreational and school building facilities throughout the School District including but not limited to the artificial turf field at the Mahopac High School, the School District property upon which the Skating Rink is located, the Skating Rink and the High School concession stand for appropriate recreation programs operated by the Town and/or the Mahopac Sports Association (the "MSA"), as the Town's contractor, in accordance with Education Law section 414 and applicable School District policies and practices as amended from time to time, which programs have received the prior written approval of the School District. In connection with such use the Town and/or the MSA may store equipment and materials for its recreation programs in storage lockers on School District property at locations designated by the School District.
2. During the term of this Agreement, the School District hereby grants to the Town a non-transferable, revocable, non-exclusive license to use the School District's lakefront property on East Lake Boulevard for appropriate Town recreation programs that have received prior written approval from the School District, which programs will be operated by the Town in accordance with Education Law section 414 and applicable School District policies and practices as amended from time to time. The School District in its sole discretion will decide what recreational programs to authorize to be conducted by the Town at the School District's lakefront property on East Lake Boulevard.
3. The parties understand and agree that the Town's use of School District fields, facilities and property shall be subject to the use of the facilities by the School District which shall, at all times, have priority over the Town's use. In addition, the parties understand and agree that the Town's use of the property containing

the Skating Rink is subject to the usage described in the following paragraph (paragraph 8 below). Further, the parties understand and agree that the Town's use of the School District's lakefront property on East Lake Boulevard is subject to use of this property by the School District as well as to use by the Mahopac Falls Fire Department for scuba diving training and practice and to occasional use by Temple Beth Shalom for events and/or activities that have been authorized by the School District.

4. As part of this Agreement, the Town understands and acknowledges that the Town's use of School District property containing the Skating Rink shall be subject not only to use by the School District, pursuant to the preceding paragraph (paragraph 7 above) but is also subject to the following uses, which shall have priority over the Town's use:
 - B. The Fire Department will have the use of the property periodically throughout the year, in particular, for their annual fair for two weekends in July, so long as the Town is provided with notification fourteen (14) days prior to the date of intended use. In addition, the Fire Department will have the use of the facility for parking for firefighters responding to an alarm at all times the facility is not opened to the public.
 - C. Temple Beth Shalom will have the use of the property as a parking lot during the High Holy Days, so long as the Town is provided with notification fourteen (14) days prior to the date of intended use.

(Cont.)

5. Each school year, the Town shall provide the School District with a written schedule according to which the Town and/or the MSA will have access to and/or use of the School District's facilities, excluding the use of the School District's lakefront property on East Lake Boulevard. The schedule shall set forth the date, time, specific facility and/or field and the name of the Town or the MSA program that will be utilizing the School District's facilities, except the use of the School District's lakefront property on East Lake Boulevard. The Town may supplement or change this schedule from time to time in writing upon the approval of the School District, which shall not be unreasonably withheld. Each proposed activity or program of the Town proposed for the School District's lakefront property on East Lake Boulevard, together with the schedule for such activity or program, must be submitted separately to the School District for prior approval.
6. The School District shall have the right to alter or cancel any previously scheduled use of its fields, facilities and property upon reasonable advance notice to the Town in the event that the School District needs to use the same facilities; however, in the event of an emergency, the School District shall provide notice to the Town as soon as practicable under the circumstances.
7. The Town understands and agrees that its use shall not disrupt normal school district operations or the School District's educational process. The School District reserves exclusive judgment to determine whether any intended use of the school facilities, property and/or athletic fields by the Town would interfere with or disturb normal school district operations, the school buildings, school grounds or other property of the School District.
8. Notwithstanding, at the end of any session, the Town shall leave the premises in an organized and tidy manner. All trash and debris related to the Town's or the MSA's use shall be removed at the end of each use. The Town shall be responsible for and the School District shall bill the Town for the cost of any repair to and/or replacement of the School District's facilities, fields and/or property caused by the Town's or the MSA's use including excessive wear and tear sustained while in use by either the Town or the MSA. The Town also shall be responsible for and the School District shall bill the Town for any overtime costs incurred by the School District as a result of the Town's or the MSA's use of the School District's facilities, fields and/or property. In the event that the Town and/or the MSA leaves any personal property, with the exception of personal property stored in storage facilities approved and/or provided by School District at designated locations approved by the School District, such property shall be deemed abandoned by the Town and/or the MSA and the School District shall be automatically authorized to dispose of such abandoned property without liability of any kind.
9. During the term of this Agreement, the Town's programs, including those of the MSA, shall be conducted by, and remain under, the direct supervision and control of the Town. The Town shall be responsible for and ensure that adequate supervision is maintained over the participants and the School District's property at all times when in use by the Town or the MSA. The Town further acknowledges that the premises are being provided to the Town "as is" and that no representations or warranties are made concerning its fitness.
10. Nothing herein shall be construed as a grant of permission to advertise or allow others to advertise or engage in commercial/corporate promotion of any kind on School District property.
11. In consideration of the use provided for herein, the Town shall pay to the School District the sum of \$90,000 (Ninety Thousand and no/100 Dollars) for each year of this Agreement.

(Cont.)

12. To the fullest extent permitted by law, the Town shall defend, indemnify and hold harmless the School District, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services and/or the use of the School District's facilities, fields and property under this Agreement, provided that any claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) caused by any negligent act or omission of the Town, the MSA, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. The obligation to defend, indemnify and hold harmless the School District, its agents and employees shall survive the termination or expiration of this Agreement.

B. Use of Town Parks by the School District

1. During the term of this Agreement, the Town hereby grants to the School District a non-transferable, revocable, non-exclusive license to use the Town's parks, including but not limited to Airport Park, Baldwin Meadow Park, Sycamore Park, Chamber Park and McDonough Park, for appropriate School District recreation programs operated by the School District in accordance with applicable Town policies and practices as amended from time to time, which programs have received the prior written approval of the Town.
2. The parties understand and agree that the School District's use of Town parks shall be subject to the use of the parks by the Town and the MSA, which shall, at all times, have priority over the School District's use.
3. Each school year, the School District shall provide the Town with a written schedule according to which the School District will have access to and/or use of Town parks and the facilities within the parks. The schedule shall set forth the date, time, specific park and facility within said park and the name of the School District program that will be utilizing the Town's parks. The School District may supplement or change this schedule from time to time in writing upon the approval of the Town, which approval shall not be unreasonably withheld.
4. The Town shall have the right to alter or cancel any previously scheduled use of its parks upon reasonable advance notice to the School District in the event that the Town or the MSA needs to use the same facilities; however, in the event of an emergency, the Town shall provide notice to the School District as soon as practicable under the circumstances.
5. At the end of any session, the School District shall leave the premises in an organized and tidy manner. All trash and debris related to the School District's use shall be removed at the end of each use. The School District shall be responsible for and the Town shall bill the School District for the cost of any repair to and/or replacement of the Town's facilities, fields and/or property caused by the School District's use including excessive wear and tear sustained while in use by the School District. In the event that the School District leaves any personal property, such property shall be deemed abandoned by the School District and the Town shall be automatically authorized to dispose of such abandoned property without liability of any kind.
6. During the term of this Agreement, the School District's programs shall be conducted by, and remain under, the direct supervision and control of the School District. The School District further acknowledges that the Town parks and their facilities are being provided by the Town "as is" and that no representations or warranties are made concerning their fitness.
7. To the fullest extent permitted by law, the School District shall defend, indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees,

(Cont.)

arising out of or resulting from the performance of the services or the use of the Town's parks under this Agreement, provided that any claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) caused by any negligent act or omission of the School District, anyone directly or indirectly employed by it or anyone for whose acts the School District may be liable. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. The obligation to defend, indemnify and hold harmless the Town, its agents and employees shall survive the termination or expiration of this Agreement.

C. Insurance and Miscellaneous Provisions

- I. Each party shall purchase from an insurance company(ies) lawfully licensed to do business in the State of New York that is A.M. best rated "secured", such insurance as will protect themselves from claims set forth below for which they may be legally liable:
 - A. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the obligations to be performed under this Agreement;
 - B. claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - C. claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - D. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of this person by either party, or (2) by another person;
 - E. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - F. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

Each party's liability insurance shall include all major divisions of coverage and be on a comprehensive basis including, without limitation:

Premises/Operations;
 Personal Injury Liability with Employment Exclusion deleted;
 Owned, non-owned and hired motor vehicles; and
 Broad Form Property Damage.

The insurance herein required shall be written for not less than the following limits:

Commercial General Liability Insurance with limits of \$1,000,000.00 per Occurrence and \$2,000,000.00 in the aggregate
 Products-Aggregate-\$1,000,000.00
 Personal & Advert. Injury-\$1,000,000.00
 Fire Damage (Any one fire)-\$50,000.00
 Medical Expense (Any one person)-\$5,000.00

The Parties shall list each other as additional insureds on each other's insurance policies using Form CG2026 and as primary coverage. When naming the School District as an additional insured, the following language shall be used: "Mahopac Central School District, its Board, employees and volunteers as additional insured." The required policies shall contain a thirty (30) days notice of cancellation. Each party shall provide the other party with a certificate of insurance that evidences compliance with the requirements of this Agreement. The Town shall also submit a certificate of insurance that evidences that the MSA has insurance satisfying all insurance requirements set forth in this paragraph, including but not limited to the naming of the School District as an additional insured as specified above. The School District shall indemnify the Town for any deductibles required by the School District's insurance policies. The Town shall indemnify the School District for any deductibles required by the Town's and/or the MSA's insurance policies.

(Cont.)

2. All employees of the Town shall be deemed employees of the Town for all purposes and the Town alone shall be responsible for their work, personal conduct, direction, and compensation. All members and/or directors of the MSA shall be deemed agents and/or employees of the MSA for all purposes and the MSA alone shall be responsible for their work, personal conduct, direction, and compensation. The Town acknowledges that it and the MSA will not hold themselves, their officers, employees and/or agents out as employees of the School District. The Town's and the MSA's relationships with the School District are only for the purposes and to the extent set forth in this Agreement, and their relationship to the School District shall, during the periods of property, field and facility usage hereunder, be that of an independent contractors. The Town and the MSA shall not be considered as having employee status and shall not be entitled to participate in any of the School District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Town, its officers, its employees and/or agents and the MSA its officers, its employees and/or agents, shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the School District. The Town agrees that this Agreement does not confer benefits of any nature whatsoever upon it or the MSA other than the use of School District property, fields and facilities provided herein. The Town and the MSA shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The Town and the MSA shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the School District and its employees.
3. The term of this Agreement shall be subject to the right of either party to suspend or terminate this Agreement in whole or in part for convenience upon ninety (90) days prior written notice in which case such Agreement shall thereafter be null and void for all purposes.
4. Notwithstanding the foregoing, the parties understand and agree that in the event that the School District facilities, athletic fields and property covered by this Agreement become needed for School District purposes or the School District adopts a contingency budget, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, upon not less than five (5) business days written notice to the Town. Further, the School District shall have the right to suspend the use of particular facilities or locations for a period of time if such facilities or locations become needed for School District purposes upon not less than five (5) business days written notice to the Town. The notice shall advise the Town of the effective date of such suspension or termination. In the event that the School District exercises such right to suspend, the Town's use of the remaining facilities shall continue under the terms and conditions set forth herein.
5. The Town and School District shall each maintain all documents and records created or maintained in connection with this Agreement for a period of six (6) years after the termination of this Agreement. Each party agrees to make those documents available for audit and inspection by any government official or agency with authority and/or jurisdiction over the provision of the services described herein.
6. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be communicated as of four (4) days after mailing. Notice shall be delivered or mailed to:

For the School District:

District Clerk
179 East Lake Blvd.
Mahopac Central School District

20 JULY 2022
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(Cont.)

Mahopac, New York 10541

For the Town:


Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

7. This Agreement constitutes the full and complete Agreement between the School District and the Town and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
8. Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.
9. This Agreement shall be governed by the laws of the State of New York. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
10. The Town shall comply with any and all applicable regulations of the New York State Education Department concerning operations in a school district facility and hereby represents that it has reviewed and is familiar with those rules and regulations which are applicable to the use of the School District's facilities.
11. Nothing contained in this Agreement shall be construed to create an employment or principal-agent relationship, or partnership or joint venture, between the Town or the MSA and the School District and any officer, employee, servant, agent or independent contractor of the School District.
12. This Agreement must be approved by the Board of Education of the Mahopac Central School District and the Board of the Town of Carmel in public session. Absent said approvals, this Agreement is null and void and unenforceable.
13. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
14. The undersigned representative of each party hereby represents and warrants that the undersigned is an officer, director or agent of that party with full legal rights, power and authority to enter into this Agreement on behalf of that party and bind that party with respect to the obligations enforceable against that party in

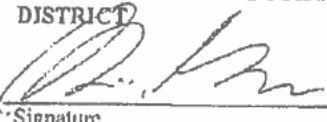
accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby acknowledges that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein,

TOWN OF CARMEL


Signature
Kenneth J. Schmitt
Print Name
10/6/16
Date

MAHOPAC CENTRAL SCHOOL DISTRICT


Signature
Brian Mackay Bd. Pres
Print Name
Sept 13, 2016
Date

20 JULY 2022
TOWN BOARD MEETING

(Cont.)

MAHOPAC CENTRAL SCHOOL DISTRICT
179 LAKE BLVD., MAHOPAC, NY 10541-1666
Telephone (845) 628-3415 Fax (845)628-0261

INVOICE

Date: 12/04/18

TO: Town of Carmel
Comptroller's Office
60 McAlpin Avenue
Carmel, New York 10541

Amt. Enclosed \$ _____

- A) MAKE CHECK PAYABLE TO: MAHOPAC CENTRAL SCHOOL DISTRICT
B) RETURN ONE COPY OF THIS INVOICE WITH YOUR PAYMENT
C) MAIL TO THE ABOVE ADDRESS, ATTENTION: SCHOOL DISTRICT TREASURER, DENISE PALMIOTTO.

Date	Description	Unit Amount	Total Amount
07/01/18	Facilities Usage during the 2018/2019 Fiscal School Year per the Municipal Cooperation Agreement between the Mahopac Central School District and the Town of Carmel, dated September 13, 2016 (Item # 1, and Para A, Section 11)	90,000.00	90,000.00
		TOTAL DUE: \$ 90,000	

**EXECUTION OF CONFIDENTIAL AGREEMENT AND GENERAL RELEASE
AUTHORIZED - TOWN CLERK ANN SPOFFORD**

WHEREAS, when Town Clerk Ann Spofford left her position as Deputy Town Clerk on or about December 31, 2005, she had 97 days of accrued but unused sick time and 216 hours of accrued but unused compensation time (collectively "Paid Time Off");

WHEREAS, when Ms. Spofford left her Deputy Town Clerk position, she should have been compensated for her PTO in accordance with Town policy;

WHEREAS, the Town did not compensate her at that time due to administrative error;

WHEREAS, Ms. Spofford has requested payment for her PTO in accordance with Town policy;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the payment of such time plus 2% annual compounded interests in full satisfaction, and in exchange for a release, of any debts or claims Ms. Spofford may have against the Town of Carmel;

BE IT RESOLVED, that the Town Board hereby authorizes Town Supervisor Michael Cazzari to sign the Confidential Agreement and General Release regarding such payment and release, a copy of which is on file in the Office of the Town Supervisor.

(Cont.)

Resolution
Offered by: Councilwoman McDonough
Seconded by: Councilman Baranowski

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

SUBMISSION OF CONSOLIDATED FUNDING APPLICATION FOR ASSISTANCE FROM THE NEW YORK STATE CLIMATE SMART COMMUNITIES GRANT PROGRAM AUTHORIZED - \$110,000.00 IDENTIFIED TO BE USED FOR THE PURCHASE AND INSTALLATION OF A ROOF TOP AIR CONDITIONING UNIT AT TOWN HALL

WHEREAS, the Town of Carmel hereby requests financial assistance from the New York State Climate Smart Communities Grant Program pursuant to Environmental Conservation Law Article 54, Title 15; and

WHEREAS, the Town of Carmel certifies that it has identified \$110,000.00 of matching funds from the Building & Grounds Special Improvement Fund pursuant to the requirements of Environmental Conservation Law Article 54 Title 15.

THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Michael Cazzari to act on its behalf in submittal of an application through the Consolidated Funding Application for \$110,000.00, to be used for the purchase and installation of a Roof Top Air Conditioning Unit at Carmel Town Hall.

Resolution
Offered by: Councilman Baranowski
Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Stephen Baranowski	<u>X</u>	<u> </u>	
Frank Lombardi	<u> </u>	<u> </u>	Absent
Suzanne McDonough	<u>X</u>	<u> </u>	
Robert Schanil	<u>X</u>	<u> </u>	
Michael Cazzari	<u>X</u>	<u> </u>	

Supervisor Cazzari explained that the grant being sought is for an air conditioning unit that may be used as a cooling station as part of the New York State Department of Environmental Conservation’s program to implement projects focused on climate change adaptation.

COMMENTS/ANNOUNCEMENTS

Supervisor Cazzari announced that the Department of Recreation and Parks will be presenting Hits on the Hill, a music festival for residents only, on July 23, 2022 from 12:00 p.m. to 8:00 p.m. at the Airport Park. There will be twelve bands, a beer garden and food trucks. The event is free. A parking pass is required.

Supervisor Cazzari announced that the Town of Carmel will be hosting an E-Waste Drop-Off Day for residents of Carmel and Kent on September 17, 2022 from 9:00 a.m. to 12:00 p.m. at the Michael Geary In-Line Memorial Rink.

(Cont.)

Councilwoman McDonough wished good luck to the local baseball team that will heading to Cooperstown this weekend for a tournament.

Councilwoman McDonough announced that that there will be a Back to School Supply Drive held from July 24, 2022 to August 21, 2022 to benefit students in need. Donations of pencils, pens, backpacks, notebooks, scissors, etc. may be dropped off at the Town of Carmel Farmers' Market, the Mahopac High School or the Carmel Town Hall.

ADJOURNMENT

All agenda items having been addressed, on motion by Councilwoman McDonough, seconded by Councilman Baranowski, with all Town Board members present in agreement, the meeting was adjourned at 7:32 p.m. to the scheduled Work Session.

Respectfully submitted,

Ann Spofford, Town Clerk