

MICHAEL S. CAZZARI
Town Supervisor

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

ROBERT KEARNS
Town Councilman

SUZANNE MC DONOUGH
Town Councilwoman

TOWN OF CARMEL
TOWN HALL



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Mahopac, New York 10541
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ALICE DALY
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD VOTING MEETING / WORK SESSION
Wednesday, February 21st, 2024 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Roll Call Attendance**
- **Public Comments on Town Related Business (Five (5) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**

Town Board Voting Meeting:

- **Accept Town Board Minutes January 3rd and January 17th, 2024**
 1. Res: Authorizing Request to Dispose of Equipment, Truck #46 –Int'l Dump & Truck #47 – Int'l Dump
 2. Res: Authorizing Request to Authorize Budget Revisions, Calendar Year 2023
 3. Res: Authorizing Rate Reconciliation, Carmel Central School District
 4. Res: Authorizing Request to Purchase Two 2023 Dodge Durango Pursuit SUV
 5. Res: Authorizing Request to Provide Equipment and Up-Fitting for Both 2023 Dodge Durango Pursuit SUV
 6. Res: Authorizing Request to Return Bond
 7. Res: Authorizing Amendment to Existing Sewer Easement
 8. Res: Authorizing Addition/Deletions to the Active List of MVFD
 9. Res: Public Hearing
 10. Res: Accepting Request to Acknowledge Uniform Justice Court Act Section 2019-A – for Internal Audit Services
 11. Res: Approving Entry into Municipal Agreement
 12. Res: Acknowledging Appointment of Town Historian
 13. Res: Authorize Entry into Contract Agreement for Engineering Services
 14. Res: Authorizing Superintendent of Highways to Purchase Vehicles
 15. Res: Authorizing Superintendent of Highways to Purchase Equipment
 16. Res: Authorizing Superintendent of Highways to Purchase Vehicles
 17. Res: Authorizing Superintendent of Highways to Purchase Equipment
- **Motion to Adjourn Voting Meeting**
- **Motion to Move to Work Session**
- **Matt Slater, NYS Assemblymen - New York State Update**

Town Board Work Session:

- **Review Town Board Minutes February 7th, 2024**

1. Mary Ann Maxwell, Town Comptroller: Consider Authorizing Encumbrances of 2023 Funds
2. Anthony Hoffmann, Chief of Police: Consider Request to Purchase Utility Terrain Vehicle 2024 XP Ranger Northstar (\$32,129.00)
3. Alice Daly, Town Clerk: Consider Approval of Chapter 1 of Application Forms, "Peddling and Soliciting"
4. Alice Daly, Town Clerk: Consider Amendment of Fee Schedule, Local Law # 1 "Peddling and Soliciting"
5. Michael Stern, Highway Superintendent: Consider 2024 Capital Funds
6. Richard Franzetti P.E., Town Engineer - Consider Town Wide Garbage Collection - Single Family Pick-up
7. Richard Franzetti P.E., Town Engineer - Consider Acknowledgment of Emergency Service Repairs
8. Richard Franzetti P.E., Town Engineer - Consider Replacement Turbidity Meters for Carmel Sewer District 2 and Carmel Sewer District 4
9. Richard Franzetti P.E., Town Engineer - Consider Bond Reduction TM - 55.-2-24.5, 7-2 & 8-2
10. Richard Franzetti P.E., Town Engineer - Consider Replacement of UV Disinfection Ballasts, Carmel Sewer District 2
11. Richard Franzetti P.E., Town Engineer - Consider Request to Add Member to Lake Secor Advisory Board

- **Motion to Adjourn Work Session**

- **Motion to Move to Executive Session**

Town Board Executive Session:

1. Personnel - PD
2. ATM Services
3. Contract Review

Resolution #1

**RESOLUTION DECLARING CERTAIN EQUIPMENT OBSOLETE
AND AUTHORIZING DISPOSAL**

RESOLVED that, upon the recommendation of Town of Carmel Superintendent Michael Stern the Town Board of the Town of Carmel hereby declares the following vehicle to be obsolete and authorizes the disposal in accordance with Town Law, including but not limited to Town Law §64(2-a):

- Truck#46 --2004 International VIN # 1HTWEADR14J089896
- Truck#47 --2005 International VIN # 1HTWEAZR75J049753

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

Resolution #2

RESOLUTION AUTHORIZING FINAL BUDGET MODIFICATIONS 2023

WHEREAS Town Comptroller Mary Ann Maxwell has reviewed the proposed Final Budget Modifications for the period ending December 31, 2023 with the Town Board which are detailed and explained on the attached Budget Revisions Schedule #2023/06

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes and ratifies the Final Budget Modifications/Revisions for the period ending December 31, 2023, as shown itemized on the schedule #2023/06 attached hereto, incorporated herein and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

**TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/06**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
GENERAL FUND				
1	100.1220.0019	SUPERVISOR STAFF OTHER COMPENSATION	95,190.00	
	100.1410.0019	TOWN CLERK STAFF OTHER COMPENSATION	18,912.00	
	100.5010.0019	HIGHWAY ADMIN STAFF OTHER COMPENSATION	14,614.00	
	100.1989.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	128,716.00
		- PROVIDE FOR PAYOUT OF ACCRUED TIME FOR RETIREES AND OTHER STAFF		
2	100.7310.0045	YOUTH SELF SUSTAIN PROGRAM	5,300.00	
	100.1989.2050	PARK SELF SUSTAINING FEES	*	5,300.00
		- PROVIDE FOR YOUTH PROGRAMS FROM REVENUE RECEIVED		
3	100.1010.0040	TOWN BOARD CONTRACTUAL EXPENSES	250.00	
	100.1110.0012	JUSTICE COURT OVERTIME	500.00	
	100.1220.0013	SUPERVISOR TEMPORARY STAFF	600.00	
	100.1220.0040	SUPERVISOR OFFICE EXPENSES	750.00	
	100.1220.0080	SUPERVISOR EMPLOYEE BENEFITS	6,100.00	
	100.1330.0012	TAX RECEIVER OVERTIME	50.00	
	100.1410.0080	TOWN CLERK EMPLOYEE BENEFITS	750.00	
	100.1420.0042	JUSTICE COURT PROSECUTION	1,600.00	
	100.1440.0013	ENGINEERING TEMPORARY STAFF	1,200.00	
	100.1440.0040	ENGINEERING OFFICE EXPENSES	100.00	
	100.1610.0044	CENTRAL SERVICE PAYROLL	2,700.00	
	100.3620.0040	CODES CONTRACTUAL EXPENSES	450.00	
	100.5010.0040	HIGHWAY ADMIN OFFICE EXPENSES	100.00	
	100.5010.0080	HIGHWAY ADMIN EMPLOYEE BENEFITS	1,000.00	
	100.8010.0040	ZONING BOARD CONTRACTUAL EXPENSES	50.00	
	100.1010.0080	TOWN BOARD EMPLOYEE BENEFITS		250.00
	100.1110.0080	JUSTICE COURT EMPLOYEE BENEFITS		500.00
	100.1010.0046	TOWN BOARD CONSULTING SERVICES		7,450.00
	100.1330.0013	TAX RECEIVER TEMPORARY STAFF		50.00
	100.1410.0040	TOWN CLERK OFFICE EXPENSES		500.00
	100.1410.0045	TOWN CLERK SYSTEM MAINTENANCE		250.00
	100.1420.0044	LABOR LEGAL SERVICES		1,600.00
	100.1440.0080	ENGINEERING EMPLOYEE BENEFITS		1,300.00
	100.1610.0080	RETIREE HEALTH INSURANCE		2,700.00
	100.3620.0045	CODES SYSTEM MAINTENANCE		450.00
	100.5010.0047	HIGHWAY ADMIN TRAINING EXPENSES		1,100.00
	100.8010.0080	ZONING BOARD RETIREE BENEFITS		50.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES WITHIN THE GENERAL FUND		
4	100.3120.0012	POLICE STAFF OVERTIME	15,100.00	
	100.3120.0016	POLICE STAFF HOLIDAY PAY	6,550.00	
	100.3120.0019	POLICE OTHER PAY	9,050.00	
	100.3123.0012	COMMUNITY POLICE OVERTIME	13,500.00	
	100.3120.0011	POLICE STAFF REG SALARY PAY		8,100.00
	100.3120.0044	POLICE CONSULTING SERVICES		4,300.00
	100.3124.0012	POLICE K-9 OVERTIME PAY		3,800.00
	100.3120.0082	POLICE STAFF FICA/MED EXPENSE		28,000.00
		- TRANSFER FOR POLICE OVERTIME AND OTHER PAY		
5	100.3120.0020	POLICE UNIFORMS	1,000.00	
	100.3120.0040	POLICE CONTRACTUAL EXPENSES	9,000.00	
	100.3120.0042	POLICE OFFICE UTILITIES	350.00	
	100.3120.0047	POLICE CONFERENCES/TRAINING	39,000.00	
	100.3120.0041	POLICE MOTOR VEHICLE FUEL		40,350.00
	100.3120.0045	POLICE VEHICLE MAINTENANCE		2,000.00
	100.3120.0082	POLICE SOCIAL SECURITY		4,000.00
	100.3120.0084	POLICE HEALTH INSURANCE		2,000.00
	100.3120.0085	POLICE OPTICAL AND DENTAL		1,000.00
		- TRANSFER FOR MISCELLANEOUS POLICE EXPENSES		

**TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/06**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
6	100.5182.0040	STREET LIGHTING UTILITIES	500.00	
	100.5182.0042	EV CHARGERS UTILITY EXPENSES		500.00
		- TRANSFER FOR STREET LIGHTING UTILITIES		
7	100.7020.0017	RECREATION ADMIN UNIFORM ALLOWANCE	50.00	
	100.7020.0020	RECREATION ADMIN OFFICE EQUIPMENT	550.00	
	100.7020.0041	RECREATION ADMIN VEHICLE FUELS	400.00	
	100.7020.0042	RECREATION UTILITIES	300.00	
	100.7020.0049	RECREATION ADMIN MISC EXPENSES	200.00	
	100.7110.0017	PARK STAFF UNIFORM ALLOWANCE	500.00	
	100.7110.0020	PARK MAINTENANCE EQUIPMENT	4,000.00	
	100.7110.0041	PARK AND MAINTENANCE VEHICLE FUELS	1,900.00	
	100.7120.0040	FARMERS MARKET CONTRACTUAL EXPENSES	300.00	
	100.7020.0013	RECREATION ADMIN TEMPORARY STAFF		1,500.00
	100.7110.0040	PARK CONTRACTUAL EXPENSES		2,700.00
	100.7110.0045	PARK MAINTENANCE CONTRACT		4,000.00
		- TRANSFER FOR MISCELLANEOUS RECREATION EXPENSES		
8	100.8664.0044	DOWNTOWN REVITALIZATION EXPENSES	10,000.00	
	100.1990.0040	CONTINGENT ACCOUNT		10,000.00
		- TRANSFER FOR DOWNTOWN REVITALIZATION COLOR DESIGN AND LAND SURVEY SERVICES		
TEAKETTLE SPOUT PARK DISTRICT				
9	403.7140.0040	CONTRACTUAL EXPENSES	3,700.00	
	403.7140.0048	OTHER EXPENDITURES		3,700.00
		- TRANSFER FOR BRUSH CLEAN UP AND REMOVAL		
LAKE SECOR PARK DISTRICT				
10	404.7140.0040	CONTRACTUAL EXPENSES	1,150.00	
	404.7140.0041	SUPPLIES AND MATERIALS		450.00
	404.7140.0042	UTILITY EXPENSES		100.00
	404.7140.0048	OTHER EXPENDITURES		150.00
	404.7140.0049	SERVICES TO OTHER DEPTS/GOVTS		350.00
	404.7140.0083	WORKMANS COMPENSATION		100.00
		- TRANSFER FOR NEW CEMENT PATIO		
HIGHWAY FUND				
11	500.5110.0019	HIGHWAY ADMIN STAFF OTHER COMPENSATION	21,952.00	
	500.5010.9877	FUND BALANCE FOR COMPENSATED ABSENCES	*	21,952.00
		- PROVIDE FOR PAYOUT OF ACCRUED TIME		
12	500.5110.0012	GENERAL REPAIR LABOR OVERTIME	300.00	
	500.5110.0045	CONTRACTED CAPITAL IMPROVEMENTS	200.00	
	500.5110.0040	GENERAL REPAIR CONTRACTUAL EXPENSES		500.00
		- TRANSFER FOR HIGHWAY EXPENSES		
13	500.5112.0012	CHIPS OVERTIME EXPENSE		1,468.00
	500.5112.0020	CHIPS CONTRACT EXPENDITURES	1,745.00	
	500.5112.0082	CHIPS SOCIAL SECURITY EXPENSE		275.00
	500.5110.0040	GENERAL REPAIR CONTRACT EXPENSE		2.00
		- TRANSFER FOR CHIPS HIGHWAY PROJECT COSTS		

**TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/06**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL WATER DISTRICT #2				
14	602.8310.0020	EQUIPMENT	3,000.00	
	602.8310.0040	CONTRACTUAL EXPENSES	6,000.00	
	602.8310.0041	CHEMICAL EXPENSES	7,000.00	
	602.8310.0047	EMERGENCY REPAIRS	6,000.00	
	602.8310.0048	OTHER OPERATING EXPENSES	6,300.00	
	602.8310.0046	PURCHASE OF WATER		28,300.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
CARMEL WATER DISTRICT #3				
15	603.8310.0040	CONTRACTUAL EXPENSES	2,000.00	
	603.8310.0047	EMERGENCY REPAIRS	48,000.00	
	603.8310.0020	EQUIPMENT		2,800.00
	603.8310.0021	ASSET MANAGEMENT SPECIAL EXPENSE		1,000.00
	603.8310.0041	CHEMICAL EXPENSES		1,900.00
	603.8310.0042	UTILITY EXPENSES		1,000.00
	603.8310.0046	PURCHASE OF WATER		10,000.00
	603.8310.0048	OTHER OPERATING EXPENSES		2,000.00
	603.8310.0099	REPAIR RESERVE FUND		4,300.00
	603.8310.9909	APPROPRIATED FUND BALANCE	*	27,000.00
		- TRANSFER AND PROVIDE FOR CONTRACTUAL AND EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #4				
16	604.8310.0047	EMERGENCY REPAIRS	5,100.00	
	604.8310.0040	CONTRACTUAL EXPENSES		1,000.00
	604.8310.0042	UTILITY EXPENSES		1,300.00
	604.8310.0048	OTHER OPERATING EXPENSES		2,800.00
		- TRANSFER FOR EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #7				
17	607.8310.0020	EQUIPMENT	7,000.00	
	607.8310.0047	EMERGENCY REPAIRS	5,000.00	
	607.8310.0040	CONTRACTUAL EXPENSES		1,000.00
	607.8310.0046	PURCHASE OF WATER		3,000.00
	607.8310.0099	REPAIR RESERVE FUND		8,000.00
		- TRANSFER FOR EQUIPMENT AND EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #8				
18	608.8310.0047	EMERGENCY REPAIRS	21,000.00	
	608.8310.0021	ASSET MANAGEMENT SPECIAL EXPENSE		1,000.00
	608.8310.0040	CONTRACTUAL EXPENSES		4,500.00
	608.8310.0042	UTILITY EXPENSES		6,000.00
	608.8310.0048	OTHER OPERATING EXPENSES		1,500.00
	608.8310.9909	APPROPRIATED FUND BALANCE	*	8,000.00
		- TRANSFER AND PROVIDE FOR EMERGENCY REPAIRS		
CARMEL WATER DISTRICT #9				
19	609.8310.0040	CONTRACTUAL EXPENSES	500.00	
	609.8310.0042	UTILITY EXPENSES		500.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
CARMEL WATER DISTRICT #14				
20	614.8310.0040	CONTRACTUAL EXPENSES	1,400.00	
	614.8310.0047	EMERGENCY REPAIRS		1,400.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		

**TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/06**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
CARMEL SEWER DISTRICT #2				
21	702.8130.0040	CONTRACTUAL EXPENSES	22,000.00	
	702.8130.0047	SLUDGE REMOVAL	53,500.00	
	702.8130.0048	OTHER OPERATING EXPENSES	3,200.00	
	702.8130.0140	MICRO CONTRACTUAL EXPENSES		47,700.00
	702.8130.0141	MICRO CHEMICAL EXPENSES		31,000.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
CARMEL SEWER DISTRICT #4				
22	704.8130.0040	CONTRACTUAL EXPENSES	5,500.00	
	704.8130.0042	UTILITY EXPENSES	1,200.00	
	704.8130.0047	SLUDGE REMOVAL	1,400.00	
	704.8130.0141	MICRO CHEMICAL EXPENSES	200.00	
	704.8130.0140	MICRO CONTRACTUAL EXPENSES		8,300.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
CARMEL SEWER DISTRICT #5				
23	705.8130.0047	SLUDGE REMOVAL	2,500.00	
	705.8130.0040	CONTRACTUAL EXPENSES		2,500.00
		- TRANSFER FOR SLUDGE REMOVAL		
CARMEL SEWER DISTRICT #6				
24	706.8130.0042	UTILITY EXPENSES	500.00	
	706.8130.0048	OTHER OPERATING EXPENSES		500.00
		- TRANSFER FOR UTILITY EXPENSES		
CARMEL SEWER DISTRICT #7				
25	707.8130.0040	CONTRACTUAL EXPENSES	1,000.00	
	707.8130.0046	PURCHASE OF WATER	200.00	
	707.8130.0047	SLUDGE REMOVAL	1,500.00	
	707.8130.0142	MICRO - UTILITY EXPENSES		2,700.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES		
MAHOPAC LIGHTING DISTRICT				
26	751.5182.0042	CONTRACTUAL UTILITIES	4,100.00	
	751.5182.0048	OTHER EXPENSES		200.00
	751.5182.0049	SERVICES OTHER DEPTS/GOVTS		900.00
	751.5182.9909	APPROPRIATED FUND BALANCE	*	3,000.00
		- TRANSFER AND PROVIDE FOR CONTRACTUAL UTILITIES		
CARMEL LIGHTING DISTRICT				
27	752.5182.0042	CONTRACTUAL UTILITIES	2,700.00	
	752.5182.0040	CONTRACTUAL EXPENSES		2,500.00
	752.5182.0048	OTHER EXPENSES		200.00
		- TRANSFER FOR CONTRACTUAL UTILITIES		
COUNTRY HILLS LIGHTING DISTRICT				
28	754.5182.0042	CONTRACTUAL UTILITIES	200.00	
	754.5182.9909	APPROPRIATED FUND BALANCE	*	200.00
		- PROVIDE FOR CONTRACTUAL UTILITIES		
BIRCH ROAD CAPITAL PROJECT FUND				
29	902.1989.3000	COUNTY STATE AID - SALES TAX FUNDING	335,000.00	
	902.1989.4300	FEDERAL AID - ARPA	335,000.00	
	902.1989.5710	PROCEEDS FROM BONDS ISSUED		670,000.00
		- ADJUST BUDGET FOR COUNTY AID FROM SALES TAX FUNDING AND ARPA FUNDING		

**TOWN OF CARMEL
BUDGET REVISIONS FOR PERIOD ENDING 12/31/23 #2023/06**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
FEMA PROJECT 4723 CAPITAL FUND				
30	904.1989.0044	ENGINEERING SERVICES	18,470.00	
	904.1989.4321	FEDERAL AID - FEMA	*	18,470.00
		- PROVIDE FOR ENGINEERING COST ASSISTANCE WITH FEMA LARGE PROJECTS		
CWD #9 CAPITAL PROJECT FUND				
31	969.8310.0040	CONTRACTUAL EXPENDITURES	2,100.00	
	969.8310.5710	PROCEEDS OF BORROWING	*	2,100.00
		- PROVIDE FOR CAPITAL PROJECT COSTS FROM APPROVED BORROWING		
CARMEL SEWER DIST #4 CAPITAL PROJECT FUND				
32	974.8130.3000	COUNTY STATE AID - SALES TAX FUNDING	19,370.00	
	974.8130.4300	FEDERAL AID - ARPA		19,370.00
		- ADJUST BUDGET FOR COUNTY AID FROM SALES TAX FUNDING AND ARPA FUNDING		

Resolution #3

**RESOLUTION AUTHORIZING REFUND OF
WATER CONSUMPTION CHARGES**

RESOLVED that, upon the recommendation of Town of Carmel Comptroller Mary Ann Maxwell, the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2, hereby authorizes the refund of water consumption charges paid by the Carmel Central School District, Account #02-00153 in the amount of \$85,202.84.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

Resolution #4

**RESOLUTION AUTHORIZING CHIEF OF POLICE
TO PROCEED WITH THE PURCHASE OF POLICE VEHICLES**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Chief of Police Anthony Hoffman to proceed with the purchase of two (2) new 2023 Dodge Durango Pursuit SUV units at a cost not to exceed \$54,477.00 per unit from Nielsen Fleet, Morristown, NJ, under NY State OGS Contract #69848; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to purchase said vehicles from the vendor set forth herein in accordance with the bid/contract quotation date January 29, 2024; 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: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

Resolution #5

**RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL
FOR TOWN OF CARMEL POLICE VEHICLE EMERGENCY LIGHTING
EQUIPMENT INSTALLATION**

WHEREAS, Chief of Police Anthony Hoffmann has previously solicited proposals for the cost of outfitting two Carmel Police vehicles with emergency lighting and related equipment;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of RFC Emergency Lighting & Services, LLC, Briarcliff Manor, NY for the installation of emergency lighting and related equipment on two (2) new 2023 Dodge Durango Pursuit SUV police vehicles; and

BE IT FURTHER RESOLVED that such services be performed at an estimated total cost not to exceed \$38,000.00 in accordance with the proposals dated January 31, 2024 and under Village of Briarcliff Manor Contract #2324-RFP-1 pursuant to NY General Municipal Law §103(16); and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign any and all documentation necessary to accept the proposal and authorize the actions contained herein; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of this authorization

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

Resolution #6

RESOLUTION AUTHORIZING RELEASE OF BOND

WHEREAS application has been made by Joe Zakon, 14 Nicole Way, Mahopac, NY for the total release of a site plan bond posted in accordance with the Land Subdivision and/or Zoning Regulations for Tax Map #65.6-1-22 with respect to a site plan approval issued for the aforesaid property; and

WHEREAS said application has been reviewed by the Town Engineer and release of the bond has been recommended and approved by the Town Engineer and the Town of Carmel Planning Board,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the release of the site plan bond posted, Ohio Casualty Insurance Company Bond #41K234422 the amount of \$98,000.00.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

Resolution #7

**RESOLUTION AUTHORIZING AMENDMENT OF
EXISTING SEWER EASEMENT– CARMEL SEWER DISTRICT #2**

RESOLVED, that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2, hereby authorizes the amendment of the existing sewer easement located on the property of Carmel Fire Department, Inc., said amended easement to be in formal and substance as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Michael Cazzari, is hereby authorized to execute any and all documentation necessary to effect this authorization.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___



John J. Hogan
Donald M. Rossi
Michael T. Liguori*

Nancy Tagliafierro*
Jamie Spillane*†
Scott J. Steiner
Bonnie N. Feinzig
Adriana Nolan†
Brendan J. Liberati*
Of Counsel
Mary Jane MacCrae

* Also Admitted in CT
† Also Admitted in NJ

February 2, 2024

Supervisor Michael S. Cazzari
Town of Carmel
60 McAlpin Avenue
Mahopac, New York 10541

Re: Amendment to Sewer Easement for Carmel Fire Department, Inc.

Dear Supervisor Cazzari,

In connection with a waiver of site plan approval recently granted by the Carmel Planning Board to the Carmel Fire Department, the Planning Board requested that the Carmel Fire Department amend an existing sewer easement which was created by filed map to reflect the rights of the parties as they relate to certain improvements to be constructed by the Carmel Fire Department within the easement area.

The enclosed easement has been reviewed by Town Attorney Greg Folchetti, Esq. and is now being submitted to the Town Board herewith for your authorization to execute the easement and related documents.

We look forward to your response.

Thank you very much.

Sincerely,


Michael T. Liguori

AMENDMENT TO PERMANENT SEWER EASEMENT

THIS AGREEMENT made this _____ day of February, 2023 between TOWN OF CARMEL, a municipal corporation of the State of New York, with offices located at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541, as GRANTOR, and Carmel Fire Department, Inc., 94 Gleneida Avenue, Carmel, New York, as GRANTEE.

W I T N E S S E T H:

WHEREAS, GRANTOR owns and operates a municipal sewage transmission system which crosses the property of the GRANTEE by easement established by and shown on Filed Map 1090D, Filed Map 1090U and Filed Map 1597 (collectively referred to herein as the "Easement"); and

WHEREAS, GRANTEE'S property is more particularly described on the Schedule A annexed hereto; and

WHEREAS, GRANTEE desires to locate certain improvements (the "Improvements") upon a portion of the Easement as shown on the Schedule B annexed hereto; and

WHEREAS, GRANTOR hereby desires to authorize the placement of the Improvements as shown on Schedule B upon the Easement on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the GRANTOR and the GRANTEE hereby agree as follows, and that GRANTEE'S Premises shall be held and conveyed subject to the following:

1. Grant of Permission: Grantor hereby grants to Grantee permission to construct and use the Improvements shown on Schedule B upon the area of the Easement. All work to be performed by Grantee for the installation and use of the Improvements shall be in accordance with all applicable codes, laws, rules and regulations consistent with sound engineering and construction practices.
2. Cost and Expense; Non-Interference: The cost of the installation of the Improvements shall be at Grantee's sole cost and expense. The installation of the Improvements and the use thereof shall not interfere with the existing sewer lines, mains, conduits and equipment located within the Easement (the "Sewer Transmission System") nor shall the Grantee interfere with the future upkeep, maintenance, repair or replacement of the Sewer Transmission System located within the Easement.
3. Indemnification and Hold Harmless: The Grantee shall indemnify and hold Grantor free and harmless from and against any and all costs, expense, damages, causes of action and liability whatever, including reasonable attorney fees, arising from, by virtue of, or in any way related to installation and use of the Improvements.

4. Notice of Scheduled Maintenance: Grantor shall provide no less than ten days' notice to Grantee of its intent to perform upkeep, maintenance, repair or replacement of the Sewer Transmission System if the upkeep, maintenance, repair or replacement requires the Improvements to be disturbed. Grantee shall then have a reasonable opportunity to remove the Improvements but no more than 30 days, weather permitting.
5. Emergency Repairs: Nothing herein is intended to restrict or limit Grantor's right to repair or replace the Sewer Transmission System in the event of emergency and Grantee acknowledges that said emergency repair or replacement may cause the removal or damage to the Improvements, which shall be without any liability to the Grantor. Notwithstanding same, reasonable efforts shall be taken to minimize disturbance to the Improvements to the extent practicable.
6. This Amendment shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and /or assigns.
7. Whenever the sense of this document may make it necessary or appropriate, any singular word or term used herein shall include the plural, and any masculine word or terms shall include the feminine and neuter genders, and vice versa.
8. This Amendment shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Permanent Easement on the date and year first above written, intending that the same be recorded in the Office of the Clerk of the County of Putnam, Division of Land Records.

Town of Carmel

By: _____
Michael Cazzari, Supervisor

Carmel Fire Department, Inc.

By: _____
_____, President

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF PUTNAM)

On _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**Signature and Office of Individual
Taking Acknowledgment**

Notary Public

STATE OF NEW YORK)
COUNTY OF PUTNAM)

On _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**Signature and Office of Individual
Taking Acknowledgment**

Notary Public

Record and Return to:

Gregory L. Folchetti, Esq.
Town Counsel
Town of Carmel
1875 Route Six
2nd Floor
Carmel, New York 10512

Resolution #8

**RESOLUTION AUTHORIZING ADDITIONS AND DELETIONS TO
THE ACTIVE LIST OF THE MAHOPAC VOLUNTEER FIRE DEPARTMENT**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the addition of the following names to the active list of the Mahopac Volunteer Fire Department:

Ryan Ahler

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes the deletion of the following names to the active list of the Mahopac Volunteer Fire Department:

Evan Fieldale
James Cook
Crew Connolly

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

Resolution #9

RESOLUTION AUTHORIZING SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, March 20, 2024 at 7:00 p.m., or as soon thereafter that evening as possible, on a proposed Local Law amending Chapter 156 of the Code of the Town of Carmel, entitled "Zoning"; and

BE IT FURTHER RESOLVED that Town Clerk Alice Daly is hereby authorized and instructed to publish and post the necessary notices in the official newspaper of the Town and on the Town bulletin board regarding this Public Hearing.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

Resolution #10

**RESOLUTION ACKNOWLEDGING RECEIPT OF
NOTICE OF AVAILABILITY OF RECORDS AND DOCKET
TOWN OF CARMEL JUSTICE COURT**

RESOLVED, that the Town Board of the Town of Carmel hereby acknowledges receipt of notice from Town Justices Thomas J. Jacobellis and Daniel Miller, that the 2023 records and dockets of said Court have been made available for inspection by the Town Board pursuant to NY Uniform Justice Court Act §2019-a.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

Resolution #11

RESOLUTION AUTHORIZING SIGNING OF INTERMUNICIPAL AGREEMENT BETWEEN THE MAHOPAC CENTRAL SCHOOL DISTRICT AND THE TOWN OF CARMEL FOR LITIGATION SERVICES

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 retention and reimbursement Industrial & Utility Valuation Consultants for tax certiorari litigation as authorized by the Town Board on April 14, 2021 and

BE IT FURTHER RESOLVED THAT said agreement shall be form as attached hereto and made apart hereof; and

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

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

INTER-MUNICIPAL AGREEMENT

Agreement between the Mahopac Central School District (hereafter referred to as the “District”), with central administrative offices at 100 Myrtle Avenue, Mahopac, New York 10541, and the Town of Carmel (hereafter referred to as the “Town”), with central administrative offices at 60 McAlpin Avenue, Mahopac, NY 10541. The District and the Town are sometimes hereafter referred to as the “Parties;” and

WHEREAS, The City of New York (hereafter referred to as “City”) is the owner of parcels located in the Town and identified on the Town Tax Map as SBL #s 77-2.7-1, 77-2.7-2, 54-1.29-1 and 54-1.29-2 (hereafter referred to as the “Croton Falls and West Branch Reservoirs”); and

WHEREAS, the City filed petitions for review under Article 7 of the Real Property Tax Law (hereafter referred to as the “Tax Certiorari Proceedings”) in Putnam County Supreme Court challenging the Town’s assessment of the Croton Falls and West Branch Reservoirs in 2017-2023; and

WHEREAS, the assessment of the Croton Falls and West Branch Reservoirs is a matter of mutual interest and concern to the Parties; and

WHEREAS, the District has intervened in the Tax Certiorari Proceedings as a party respondent; and

WHEREAS, as part of its assessment defense strategy, the District and Town agreed to retain International & Utility Valuation Consultants, Inc. (“Consultant”) to assist in reviewing the appraisal of the Croton Falls and West Branch Reservoirs and to develop a strategy for pursuit of a settlement of the Tax Certiorari Proceedings; and

WHEREAS, the District agreed to share equally with the Town in the costs of retaining the Consultant; and

WHEREAS, the Town has paid the Consultant in full for its services;

NOW, THEREFORE, in consideration of mutual promise herein contained, the parties agree to the following:

1. Purpose:

The Town and the District enter into this agreement in order to share in the costs of retaining the Consultant to assist in the analysis of the City’s appraisal of the Croton Falls and West Branch Reservoirs and in developing a strategy for settlement of the Tax Certiorari Proceedings in a manner that is fair and equitable to the Parties.

2. Payment:

The District will reimburse the Town an amount not to exceed \$8,333.33 (hereafter the "Payment"), which represents its equal share of the cost of retaining the Consultant in order to defend the Parties' unified interests. Such amount will be paid within thirty (30) days of receipt of evidence that the Consultant has been fully paid.

IN WITNESS therefore, the parties have executed this Agreement as of the date indicated

BOARD OF EDUCATION OF THE
MAHOPAC CENTRAL SCHOOL
DISTRICT

THE TOWN BOARD OF THE TOWN OF
CARMEL

BY: _____

BY: _____

DATE: _____

DATE: _____

RESOLUTION #12

RESOLUTION ACKNOWLEDGEING APPOINTMENT OF TOWN HISTORIAN

RESOLVED that the Town Board of the Town of Carmel hereby acknowledges the appointment by Supervisor Michael Cazzari of Alicia Briley, Carmel, New York, as the Town of Carmel Town Historian

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

RESOLUTION #13

**RESOLUTION AUTHORIZING ENTRY INTO CONTRACT
AGREEMENT FOR ENGINEERING SERVICES**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes entry into contract for engineering consulting services to be rendered to the Town of Carmel in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to execute the extension agreement as authorized herein.

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: _____

Seconded by: _____

<u>Roll Call Vote</u>	YES	NO
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

January 15, 2024

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

RE: ENGINEERING DEPARTMENT SUPPORT

Dear Supervisor Cazzari:

Pursuant to Town Engineer Franzetti's request, we are pleased to submit our proposal for professional engineering services required for continued support of Engineering Department functions for calendar year 2024. Our understanding of the work requested is as follows:

- Conduct Weekly site inspections for active Planning Board approved projects
- Conduct preliminary review/comment of new Planning Board submittals and Integrated Plot Plans , including:
 - Develop memorandum summarizing submittals reviewed
 - Identify need for regulatory permits/referrals
 - Review drawings based on Town Code/Stormwater Criteria
- Review/comment on RFPs/Bid documents.
- Provide technical consultation related to equipment and operations

SECTION 1 – PROPOSED SCOPE OF WORK

SECTION 2 - WORK BY OTHERS

SECTION 3 - ESTIMATED COSTS AND SCHEDULE

SECTION 4 - PAYMENT SCHEDULE

SECTION 5 - ADDITIONAL SERVICES AND LIMITATIONS

SECTION 1 –PROPOSED SCOPE OF WORK

- Task 1 Conduct preliminary review and develop memorandum to the Town Engineer for Integrated Plot Plans, Site Plans, and subdivisions of two (2) lots.
- Task 2 Conduct weekly site inspections of Planning Board approved projects and IPP's for compliance with NYSDEC MS4 permit requirements. Copies of inspection reports will be emailed to the Town Engineer.

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

- Task 3 Provide technical comments on RFP's and other bid documents.
- Task 4 Provide technical consultation related to equipment and operations.
- Task 5 Conduct preliminary review and develop memorandum to the Town Engineer for subdivisions greater than two (2) lots.
- Task 6 Conduct inspections of Planning Board approved projects where infrastructure is proposed for dedication to the Town for compliance with approved plans and specifications

SECTION 2 – WORK BY OTHERS

JRFA's scope of work, as specified in this proposal, is limited to the Work outlined in Section 1 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 3 – ESTIMATED COSTS AND SCHEDULE

The Estimated Engineering Costs for Tasks 1-4 above is \$7,000.00 per month. Tasks 5 & 6, as well as other tasks that may be requested or required, will be scoped individually and costs provided upon identification of scope of work. These costs will not be exceeded without prior authorization of the Owner. JRFA can commence work immediately upon Notice to Proceed.

SECTION 4 – 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.

SECTION 5 – ADDITIONAL SERVICES AND LIMITATIONS

Any work not identified herein is specifically excluded. JRFA will provide 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. Work, or copies thereof, containing Professional Engineer seal and signature will not be transmitted electronically to, or by, the Town's representatives.

Hon. Michael Cazzari, Supervisor
Proposal for Engineering Services
January 15, 2024
Page 3

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.

Very truly yours,

ENGINEER



John E. Folchetti, P.E. 15 JAN 2024
Date

**OWNER or
AUTHORIZED SIGNATURE**

Signature Date

JEF/jac
Attachment

Cc: PJP
File

**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
- 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.

Resolution # 14

**RESOLUTION AUTHORIZING SUPERINTENDENT OF HIGHWAYS
TO PURCHASE VEHICLE**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Superintendent of Highways Michael Stern to purchase one (1) 2008 Ford F350 vehicle from Upstate Auto Sales, Hoosick Falls, NY a cost not to exceed \$18,900 and in accordance with the quotation dated February 21, 2024; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to purchase said vehicle with the referenced quotation; 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 transactions authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___



\$18,900
Our Price ~~\$21,995~~

Exterior: White
 Transmission: Automatic
 Drivetrain: Unknown
 Mileage: 106,498
 VIN: 1FDWF36568EE36794
 Warranty: AS-IS No Warranty
 Stock: T-79

Special: Bucket Trucks - ALL

Versalift TEL29N02, 34FT. Telescopic Non-Insulated Bucket

Similar Vehicles



2008 Ford F350 35FT
\$20,995



2008 Ford Super Duty F-750 60ft over
 center single man bucket
\$19,995



2009 International 4400
\$22,995



2009 International 4400
\$22,995

Resolution # 15

**RESOLUTION AUTHORIZING SUPERINTENDENT OF HIGHWAYS
TO PURCHASE EQUIPMENT**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Superintendent of Highways Michael Stern to purchase one (1) 2024 Equipment trailer from Hudson River Truck & Trailer a cost not to exceed \$8,981.00 and in accordance with the quotation dated February 20, 2024; and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to purchase said vehicle with the referenced quotation; 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 transactions authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

****HUDSON RIVER TRUCK & TRAILER**

12 Commerce Street Ext
Poughkeepsie, NY 12603

QUOTATION

Quote Number: 145478-LV
Quote Date: Feb 20, 2024
Page: 1

Voice: 845-454-7669
Fax: 845-454-7726

Quoted To:
Carmel Highway Dept.
Town of Carmel, Town Hall
60 McAlpin Avenue
Mahopac, NY 10541

Customer ID	Good Thru	Payment Terms	Sales Rep
CAR1500	3/21/24	C.O.D.	LUIS/MELISSA

Quantity	Item	Description	Unit Price	Amount
1.00	BWI004411	2024 BLACK BWISE 7X18 EQUIPMENT TRAILER VIN: 58CB1EE20RC004411 WT: 3300 GVWR: 16000 INV#:132135 MSO#:0068484 2024-02-13 CC \$9250 CA \$8975	8,975.00	8,975.00
1.00	NYS Inspection	NYS Inspection \$6.00	6.00	6.00
			Subtotal	8,981.00
			Sales Tax	
			TOTAL	8,981.00

Resolution # 16

**RESOLUTION AUTHORIZING SUPERINTENDENT OF HIGHWAYS
TO PURCHASE VEHICLE**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Superintendent of Highways Michael Stern to purchase one (1) 2024 Ram 5500 vehicle from Robert Green Truck Division, Rock Hill, NY, a cost not to exceed \$111,054.00 under Onondaga County #ONGOV-106-19 Statewide Piggy Back Bid pursuant to General Municipal Law §103(16); and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to effectuate this authorization; 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 transactions authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___

Resolution #17

**RESOLUTION AUTHORIZING SUPERINTENDENT OF HIGHWAYS
TO PURCHASE EQUIPMENT**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Superintendent of Highways Michael Stern to purchase one (1) 2023 Caterpillar Model 308-07A Excavator at a cost of not to exceed \$137,850.00 from HO Penn CAT, under Sourcewell Contract #011723-CAT pursuant to General Municipal Law §103(16); and

BE IT FURTHER RESOLVED that Town Supervisor Michael Cazzari is hereby authorized to sign all necessary documents to effectuate this authorization; 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 transactions authorized herein.

Resolution

Offered by: _____

Seconded by: _____

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Kearns	___	___
Suzanne McDonough	___	___
Frank Lombardi	___	___
Michael Cazzari	___	___



February 15, 2024

TOWN OF CARMEL HIGHWAY DEPT
60 MCALPIN AVENUE
MAHOPAC, New York 10541

Mr. Shawn Spock,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration. The pricing below includes "Sourcewell" discounts and membership in Sourcewell is a requirement.

One (1) New Caterpillar Inc. Model: 308-07A Excavator with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C0604-23 **SERIAL NUMBER:** 0GG808955 **YEAR:** 2023 **SMU:** 2.20

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

John Haverkamp

John Haverkamp
Machine Sales Representative
jhaverkamp@hopenn.com
(845) 206-2558

One (1) New Caterpillar Inc. Model: 308-07A Excavator with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -CAT C3.3B diesel engine -ISO 9249/EEC 80/1270 -Rated net power 55kW/72hp -Automatic engine idle -Automatic swing brake -Automatic two speed travel -Fuel water separator with indicator -Radial seal air filter -Double element with warning indicator -Extended life coolant - 37C

UNDERCARRIAGE -Greased and lubricated track -Hydraulic track adjusters -Tie down eyes on track frame -

HYDRAULICS -Smart tech electronic pump -Variable displacement piston pump -Load sensing/flow sharing hydraulics -Power on demand -Hydraulic temperature monitoring -Accumulator - certified -Hydro advanced hydraulic oil -

ELECTRICAL -60 ampere alternator -850 CCA maintenance free battery -Battery disconnect -Circuit breaker -Ignition key stop switch -Signaling/warning horn -Work lights -- Cab, boom left, front right -- Courtesy safety light -

OPERATOR ENVIRONMENT -Sealed and pressurized cab -Ergonomic joysticks control levers -Adjustable wrist rests -Air conditioner/heater with defroster & -Automatic temp control -Coat hook -Color LCD monitor: -- Fuel level, coolant temp, & warning indicators -- Maintenance and machine monitoring -- Performance & machine adjustments -- Numeric security code -- Multiple languages -- Hour meter -- Ground level wakeup switch -- Jog dial control interface -Cup holder -Hydraulic lockout for all controls -LED interior light -Literature holder -Mirror rear view - Cab left -Molded footrests -Openable front windshield with assist & -integrated lower window -Rear window emergency exit -Removable washable floor mat -Retractable seat belt -Seat, fabric, high back, suspension -Travel control pedals with hand levers -Utility space for mobile phone -Front post mounted windshield wiper & -washer -Skylight -Mounting bosses for front & top guard

FLUIDS -Extended life coolant - 37C -Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT -Accumulator, certification -Caterpillar corporate "one key" system -Door locks on cab door and external -enclosure doors -Lockable fuel cap -Beacon Socket -Ecology drain - engine -Radial seal engine air filter, double -element with restriction indicator -Side by side engine & hydraulic oil -cooler -Hydraulic fluid temperature monitoring -Joystick travel and steering mode -Travel cruise control -High definition hydraulics -- load sensing/flow sharing -Power on demand -Rear reflectors -Roll over protective structure (ROPS) -(ISO 12117-2) -Product link elite lite (regulations -apply) -Auxiliary hydraulic lines: -- 1-way and 2-way (combined function) -- Auxiliary line quick disconnects -- In cab adjustable auxiliary flow -- Continuous flow -

MACHINE SPECIFICATIONS

308 07A CR MHE DCA8D	615-9672
308 07A CR MINI EXCAVATOR	512-1401
HEATER, WATER JACKET	415-2556
SEAT, AIR SUSP, FABRIC, HEATED	510-6070
BELT, SEAT, 3" RETRACTABLE	510-6085
ALARM, TRAVEL	511-6157
MONITOR NEXT GEN, ADVANCED, CR	511-6177
LIGHTS, LED	511-6217
INTEGRATED RADIO	511-6219
CAMERA, REAR VIEW	511-6235
BOOM, SWING	512-2573

LINES, BOOM	514-8055
LINES, STICK	514-8067
LINES, QC, LNG STK, 3 LINE	516-1613
ENGINE, EPA TIER 4 FINAL	518-6184
CONTROL, QC, 3 LINE	520-0778
CAT KEY, WITH PASSCODE OPTION	522-6460
COUNTERWEIGHT, EXTRA	525-6657
PRODUCT LINK, CELLULAR PLE643	557-5123
STD BLADE, STD U/C, TG W/PAD	562-3698
STICK, LONG	563-2071
LINKAGE, BUCKET W/ LIFTING EYE	568-1567
WIRING GP	604-0125
COVER GP	605-3336
PLUG GP	605-3339
THUMB, HYD + COUPLER, HYD, 8T	628-9997
FACTORY THUMB/S# A4235TH20759	305-6741
FACTORY COUPLER/S# 2907060-68	485-5302
BUCKET-HD, 30", 10.9 FT3, 7T	295-5953
BUCKET-GRADING, 47", 14.6 FT3, 7T	388-9666

WARRANTY & COVERAGE

Standard Warranty:	24 Months or 2,000 hour Full Machine
Extended Coverage:	60 month or 3,000 hour, whichever occurs first, Premier Protection Plan
CSA	36 month-Vision Link Portal Subscription

SELL PRICE	\$137,850.00
NET BALANCE DUE	\$137,850.00
AFTER TAX BALANCE	\$137,850.00

F.O.B./TERMS:

Delivered

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
\$0.00	\$137,850.00

Accepted by _____ on _____

Signature

Work Session Item #1

**RESOLUTION AUTHORIZING ENCUMBRANCES OF 2023 FUNDS
FOR EXPENDITURES IN 2024**

WHEREAS, it is recommended by the Town Comptroller’s Office that 2023 Government Budget Funds be encumbered or reserved for the 2024 Budget Appropriations, based on recent approved Town Board Resolutions and/or specific projects in progress for various purposes.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Carmel authorizes the Town Comptroller’s Office to Encumber or Reserve unexpended 2023 Government Fund monies for expenditures in fiscal year 2024 as follows:

<u>Purpose of Encumbrance</u>	<u>Accounts</u>	<u>Maximum</u>	<u>Explanation and/or Comments</u>
General Fund			
Building Grounds Spec Improvement	100-1620-0045	14,000.00	Bal Improvements/Upgrades Town Hall
Data Imaging Equipment	100-1680-0021	105,000.00	Data Imaging Equipment.
Technology Line	100-1680-0020	118,000.00	Bal Technology Upgrades
Contingency Line	100-1990-0040	73,376.00	Software Conversion
Contingency Line	100-1990-0040	25,600.00	Bal left Master Plan/Tn Code
Contingency Line	100-1990-0040	325,000.00	Swan Cove Improvements
Police Motor Vehicle Line	100-3120-0021	55,000.00	Police Vehicle Encumbrance
Police Other Equipment	100-3120-0027	30,000.00	Police Other Equip
Police Rentals/Leases	100-3120-0046	70,000.00	Records Management System/Radios
Park Maintenance Equip	100-7110-0020	18,500.00	Purchase Vehicle from Highway for Rec
Park Special Equipment	100-7110-0022	11,512.00	Remaining Parks Video Surveillance
McDonough Skate Park	100-7112-0041	9,500.00	Remaining Bal Skate Park
Swan Cove Park Improvements	100-7113-0045	20,000.00	Swan Cove Improvements
Airport Park Equipment	100-7115-0020	39,000.00	Airport Park Equipment
Skating Rink Contractual Expense	100-7190-0040	48,000.00	Recoat Skating Rink
Park Capital Improvements	100-7999-0040	170,000.00	Airport Parking Lot Lighting/Landscaping

Total General Fund Encumbrances **\$1,132,488.00**

Mahopac Falls Fire Dept	301-3410-0045	\$102,230	Reserve for Dry Hydrant Estimate
Mahopac Vol Fire Dept	302-3410-0045	\$50,000	Reserve for Dry Hydrant Estimate

Resolution

Offered by: _____

Seconded by: _____

Roll Call Vote: YES NO

Robert Kearns _____ _____

Suzanne McDonough _____ _____

Frank Lombardi _____ _____

Michael Cazzari _____ _____

March 6, 2024



**TOWN OF CARMEL
POLICE DEPARTMENT**

60 MCALPIN AVENUE • MAHOPAC, NEW YORK 10541
MAIN (845) 628-1300 • FAX (845) 628-2597
POLICE@CI.CARMEL.NY.US



MEMORANDUM

TO: Carmel Town Board
FROM: Chief Anthony Hoffmann
SUBJECT: Utility Terrain Vehicle Purchase
DATE: February 16, 2024

Please be advised, the Police Department wishes to go forward with the purchase of the previously bid (ToC #C293) Utility Terrain Vehicle (UTV), a 2024 Polaris XP Ranger Northstar edition. This vehicle will be utilized by the Police Department in various roles, including search and rescue in heavily wooded areas where regular patrol vehicles cannot operate, and also for patrol and response on the Putnam County Bike Trail that runs through town.

The winning bid from the previous Request for Bids is Texieria's Polaris of Hyde Park, NY. The total amount for the vehicle is listed at \$32,129.00. Quote and related correspondence attached.

Additionally, the Police Department wishes to equip this vehicle with appropriate emergency lights, siren, and radio. For this we seek to employ RFC Emergency Lighting of Briarcliff Manor as they have performed prior work for the department in a satisfactory manner. RFC's quote for equipment and installation is \$4,013.39. This purchase would be made under Village of Briarcliff Manor contract 2324-RFP-1. Quote attached.

Therefore, I respectfully request the two following resolutions:

Resolution 1: Awarding of the bid and purchase of the 2024 Polaris XP Ranger Northstar Utility Terrain Vehicle to Texieria's Polaris of Hyde Park, NY at the bid amount of \$32,129.00

Resolution 2: To provide equipment and upfitting for the 2024 Polaris XP Ranger Northstar UTV from RFC Emergency Lighting of Briarcliff Manor, NY at a total cost not to exceed \$4,100 (allowing for estimated freight costs of equipment), utilizing Village of Briarcliff Manor Contract 2324-RFP-1, under the "piggyback" provision of ToC Procurement Policy.

These purchases will be funded through the 2024 CPD vehicle budget line.

Submitted for your review and approval.

Chief Anthony Hoffmann



Contract C293 – Purchase of Polaris Ranger XP 1000 Premium



**TOWN OF CARMEL
NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

IN WITNESS WHEREOF, (I) (We) have executed this certificate and affirm the truth of the statements therein set forth under penalty of perjury the 22nd day of November, 2023

CONTRACTOR'S NAME:

Teixeira's Polaris

John B. Teixeira

Signature of Individual Signing Bid



**BID FORM
TOWN OF CARMEL**

THIS BID IS SUBMITTED TO: THE TOWN OF CARMEL

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

The BIDDER accepts all terms and conditions of the Advertisement or invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for fourteen (14) days after the day of Bid opening. BIDDER will sign and submit the Agreement with Bonds and other documents required by the Bidding Requirements within fifteen days after the date of TOWN'S Notice of Award.

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

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

DATE 11/22/23 NUMBER C293

BIDDER MUST INSERT DATE AND NUMBER OF ADDENDA ABOVE.

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN DISQUALIFICATION.

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

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

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



Contract C293 – Purchase of Polaris Ranger XP 1000 Premium



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

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

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

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

PROVIDE BID AMOUNTS BELOW

C293 PURCHASE OF POLARIS RANGER XP 1000 PREMIUM FOR THE TOWN OF CARMEL

ITEM	QUANTITY	Unit Price Bid dollars	Unit Price Bid words	Total Bid price X quantity
Polaris Ranger XP 1000 Premium or equivalent	1	\$ 32129.00	thirty two thousand one hundred twenty nine	\$ 32129.00

PRICING INCLUDES WARRANTY AND MAINTENANCE PLAN AS SPECIFIED.

VENDOR'S NAME: Teixeira's Polaris

ADDRESS: 1680 Route 9G Hyde Park, NY 12538

SIGNED: [Signature]

DATE: 11/22/23

PRINTED NAME & TITLE: Joseph McPhee, Sales

Affix Corporate Seal

Q U O T A T I O N

Teixeira's Polaris
 Tax # 14-1553671 Facility# 3140010
 1680 Route 9G
 Hyde Park, NY 12538
 Phone #: (845)229-8877
 Fax #: (845)229-8250

PHONE #: (845)656-9799
 CELL #:
 ALT. #:
 P.O.#:
 TERMS: **Cash**
 SALES TYPE: **Quote**

DATE: **10/13/2023**
 ORDER #: **100093**
 CUSTOMER #: **18006**
 CP: **Joe M**
 LOCATION: **1**
 STATUS: **Active**

BILL TO 18006

Town Of Carmel Police Department

SHIP TO

Town Of Carmel Police Department

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
POL	R24RRY99AJ	2024 RANGER XP 1000 NORTHSTAR EDT ULTIMATE - AZURE CRYSTAL M	1	\$32,199.00	\$32,199.00	\$32,199.00
****	GOV DISC	GOVERNMENT DISCOUNT	1	\$0.00	-\$1,750.00	(\$1,750.00)
****	500 SURCHARGE	MFG SURCHARGE	1	\$500.00	\$500.00	\$500.00
****	1095 FREIGHT	IN-COMING FREIGHT CHARGE	1	\$1,095.00	\$1,095.00	\$1,095.00
****	DOC	DOCUMENTATION FEE *THIS IS NOT DMV FEE*	1	\$75.00	\$75.00	\$75.00
****	TIREFEE	WASTE TIRE MANAGEMENT FEE	4	\$2.50	\$2.50	\$10.00

THANK YOU FROM THE STAFF AT TEIXEIRA'S.
 WE APPRECIATE YOUR BUSINESS !!!
 NO RETURNS ON ELECTRICAL PARTS, SPECIAL ORDERS & CLEARANCE MERCH. RESTOCKING
 FEES MAY APPLY ON RETURNS.
 REFUND WITHIN 10 DAYS. STORE CREDIT WITHIN 30 DAYS.

HUSQVARNA FOREST & GARDEN AND MAHINDRA TRACTORS ARE HERE

SUBTOTAL: **\$32,129.00**
 TAX: **\$0.00**

ORDER TOTAL: \$32,129.00

Authorized By: _____

RANGER XP 1000 NorthStar Edition Ultimate Azure Crystal Metallic



Key Specifications

82
HP

65"
WIDTH

13"
GROUND CLEARANCE

ENGINE & DRIVETRAIN

Cooling	Liquid
Cylinders Displacement	999cc
Drive System Type	High Performance On-Demand True AWD/2WD/VersaTrac Turf Mode
Engine Braking System (EBS)	Not Equipped
Engine Type	4-Stroke Twin Cylinder DOHC
Fuel System/Battery	Electronic Fuel Injection
Horsepower	82 HP
Transmission/Final Drive	Automatic PVT H/L/N/R/P; Shaft

DIMENSIONS

Bed Box Dimensions (L x W x H)	36.75 x 54.25 x 12.5 in (93.3 x 137.8 x 31.75 cm)
Box Capacity	1,000 lbs (453.6 kg); California 600 lb (272.2 kg)
Estimated Dry Weight	1,949 lb (886 kg)
Fuel Capacity	11.5 gal (43.5 L)
Ground Clearance	14 in (35.6 cm)
GVW	3,600 lb (1,632.9 kg)
Hitch Towing Rating	2,500 lb (1,134 kg)
Hitch Type	Standard 2 in (5 cm) Receiver
Overall Vehicle Size (L x W x H)	120 x 65 x 79.5 in. (305 x 165 x 202 cm)
Payload Capacity	1,275 lbs (578.3 kg); California 1,100 lb (498.9 kg)
Person Capacity	3

Wheelbase

81 in (206 cm)

BRAKES

Front/Rear Brakes	4-Wheel Hydraulic Disc with Dual-Bore Front Calipers
Parking Brake	Park In-Transmission

ADDITIONAL SPECIFICATIONS

Adjustable Driver Seat	Standard
Cargo System	Lock & Ride®
Color / Graphics	Azure Crystal Metallic
Electronic Power Steering	Standard
Instrumentation	Dual-sweep Analog Dials w/ 4" LCD Rider Information Center: User Selectable Blue/Red Backlighting & Brightness, Programmable Service Intervals, Speedometer, Tachometer, Odometer, Tripmeter, Clock, Hour Meter, Gear Indicator, Fuel Gauge, Coolant Temperature, Voltmeter, Service Indicator and Codes, Seat Belt Reminder, 1 DC Outlet, 1 USB Charge Port
Lighting	Dual LED Headlamps, 1250lm Low Beam, 2300lm High Beam, Dual LED Taillamps
Other Standard Features	Polaris HD 4,500 Lb. Synthetic Rope Winch with Autostop and Wireless Remote, Premium Pro-Shield Cab, Doors with Power Windows, Tip-Out Glass Windshield with Wiper, Rear Glass Panel, Dome Light, Rearview Mirror, Heat, AC, Defrost, Premium Cut & Sew Seats with Contoured Seatbacks and Embroidered Polaris Branding, Premium Steering Wheel and Interior Accents, Polaris Pulse Electrical System with 6-Position Underhood Busbar and 6-Position Roof Busbar, Standard In-Dash SAE Charge Port, In Dash Speakers, Front & Rear Cameras, 7" Glove Touch Display: Plow Mode, Group Ride, GPS Navigation, Bluetooth, AM/FM Radio NFC Front Badge, NorthStar Badge, *Connectivity with Ride Command+. *Not available in International locations
RIDE COMMAND+	Factory-Installed
Tilt Steering	Standard

TIRES / WHEELS

Front Tires	29 x 9-14; PRO ARMOR X-TERRAIN
Rear Tires	29 x 11-14; PRO ARMOR X-TERRAIN
Tire Ply Rating	8 Ply Rated
Wheels	14 in. (35.6 cm) Aluminum

SUSPENSION

Front Suspension	Dual A-Arm 10 in. (25.4 cm) Travel
-------------------------	------------------------------------

Rear Suspension	Dual A-Arm, IRS 10 in. (25.4 cm) Travel
Turning Radius	13.3 ft (406.4 cm)

**RFC Emergency Lighting & Services
LLC**

PO BOX 209
Briarcliff Manor, NY 10510
(914) 830-9759
rfcemergencylighting@gmail.com
www.rfcemergencylighting.com



Estimate

ADDRESS

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

SHIP TO

Town of Carmel Police
Department
60 McAlpin Ave
Mahopac, NY 10541

ESTIMATE # 1507

DATE 08/16/2023

NYS BID VENDER ID

1100271222

QTY	ACTIVITY	RATE	AMOUNT
1	HHS3200 Siren Amplifier with Hand-Held Controller (CANCTL5)	713.00	713.00
1	SA315P Speaker, Nylon Composite	391.00	391.00
2	TLI2# RW GRILLE DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	189.00	378.00
2	TLI2# BW GRILLE DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	189.00	378.00
2	TLI2# RW SIDE DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	189.00	378.00
2	TLI2# BW SIDE DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	189.00	378.00
2	TLMI2# 1 RW 1 BW UNDER TAIL LIGHTS DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue, Red/Amber, or Red/	149.00	298.00
2	TLI2# 1 BW 1 RW TAILGATE OPEN WARNING DUO™ Color, Amber/Blue, Amber/White, Blue/White, Red/Blue or Red/White Only	189.00	378.00
1	NOTE CONTRACT PRICING WHELEN 44% LIST	-1,448.48	-1,448.48

Subtotal: 1,843.52

Thank You For Your Business!

QTY	ACTIVITY	RATE	AMOUNT
2	SNM 2.0 Flood 8500 1 front roof and 1 rear roof 8500 SPECIFICATIONS 2 warning lights built inside Lumens: 8500 Wattage: 59 Watts Input Voltage: 10 – 30VDC Current: 6 Amps MAX @ 12VDC; 3 Amps MAX @ 24VDC Ambient Temp: -30 to 50 Degrees Celsius Relative Humidity: 10-85%, non-condensing Dimensions without end-lights and brackets: 25.25" L x 3.125" H x 2.75" D Dimensions including end-lights and/or brackets: 29.25" L x 4" H x 2.75" D	259.99	519.98
1	SNM 2.0 FLOOD 5400 1 front brush guard 2 warning lights built inside. Lumens: 5400 Wattage: 38 Watts Input Voltage: 10 – 30VDC Current: 6 Amps MAX @ 12VDC; 3 Amps MAX @ 24VDC Ambient Temp: -30 to 50 Degrees Celsius Relative Humidity: 10-85%, non-condensing Dimensions without end-lights and brackets: 17.125" L x 4" H x 2.75" D	159.99	159.99
2	Magnetic Mic Microphone Clip. 1 HHS3200 & 1 for radio mic	39.95	79.90
1	NOTE Discount	-115.00	-115.00
			Subtotal: 644.87
1	Shipping TBD	0.00	0.00
1	Labor Cars & Suv Hour Contract pricing: Installation of all items above + 1 mobile radio	1,360.00	1,360.00
1	Materials Wire, Loom, Fuses, Zipties, Heat Shrink, Waterproof Connectors, Connectors, Tape, ETC	165.00	165.00

All products come with manufactures warranty. All wiring and install comes with Limited Lifetime Warranty. This warranty shall be voided if the vehicle is subject to extreme abuse, negligence, or accidents. Any modifications to the vehicle, specifically it's wiring and custom installation by RFC Emergency Lighting, will void this warranty. Prices are subjected to change during installation due to customer adding or changing install specifications.

SUBTOTAL	4,013.39
TAX	0.00
TOTAL	\$4,013.39

Deposit or PO is required for all parts at acceptance of estimate.

Thank You For Your Business!



TOWN OF CARMEL No. _____ CANVASSING AND SOLICITING LICENSE APPLICATION

Alice Daly, Town Clerk
Town Hall - 60 McAlpin Avenue
Mahopac, NY 10541
845.628.1500

1. Name: _____ Date of Birth: _____
2. Identification: _____
3. Social Security Number: _____
4. Sex: Male _____ Female _____
5. Permanent Home Address: _____
Telephone Number: _____
6. Name and address of firm represented (attach letter of authorization from firm):

7. Purpose of canvass or solicitation: _____
8. Length of time for which license is required (not to exceed 60 days): _____
Date of issuance: _____ Expiration of License: _____
9. Set forth number of arrest or convictions for crimes and the nature thereof: _____

Submitted with this application shall be two photographs, 2" by 2", taken within 30 days of the date of this application showing head, full face, and shoulders.

I hereby acknowledge receipt of a copy of Chapter 111, Article II of the Town of Carmel Code, which provides for the licensing and regulating of canvassing and soliciting in the Town of Carmel.

Date of Application: _____ Signature: _____

Police Department Review: _____
Signature

Approved by: _____
Town Clerk, Town of Carmel

Date: _____

License Fee:
Payable by cash, certified check# _____ or money order # _____

Work Session Item #4

TOWN OF CARMEL APPLICATION FOR PEDDLING LICENSE
CHAPTER 111 OF THE TOWN CODE

It is unlawful for any person to peddle within the Town of Carmel without first having obtained and paid for and having in force and effect a license therefor. The purpose of this chapter (law) is to prevent fraud, crime and unethical and dishonest business practices and to protect the health, safety and welfare of the residents of the Town of Carmel.

APPLICANT'S NAME: _____

Identification: _____

Permanent Home Address: _____

Town: _____ State: _____ Zip Code: _____ Tel. # (____) _____

Applicant's mailing address if different: Street and/or PO Box:

Email address: _____

Date of Birth: ___/___/___ Sex: ___ Race: _____ Home Tel. # (____) _____

[] Self Employed - Social Security #: ___ ___/___/___
Or

[] Employed by: _____

Street Address: _____

Town/City: _____ State: _____ Zip: _____ Tel. # (____) _____

[] I or [] my employer (listed above) possess a NYS Department of Taxation & Finance
Sales Tax Certificate of Authority # _____

[] I am a Contractor licensed in Putnam County: License No. _____

[] I am a Disabled Veteran and have obtained a license from the Putnam County Clerk
pursuant to Art. 4 of NYS Gen. Business Law.

[] An itemized statement of all property or services to be sold or offered for sale.

[] List of all municipalities (name and state) in which applicant has carried on the business of
hawking, selling or soliciting orders during the six months immediately preceding the
application.

[] A statement of the name, address and telephone number of any person and of any
corporation, entity etc. which is employing and/or supervising the applicant's local selling
activities under contractual or employment arrangement.

[] Copies of all forms of order and receipt used by the applicant in soliciting sales or
orders.

[] An enumeration of the number and kind of vehicles, if any, to be used by the applicant in
carrying on the business for which the license is requested.

[] The name and address of a person upon whom a legal notice may be served.

A statement to the effect that, if a permit is granted, it will not be used or represented in any way as an endorsement by the Town of Carmel or by any department or officer thereof.

Results of a national database criminal history/background investigation for all individuals which the applicant may intend to utilize and/or employ in connection with peddling activities sought under the application. Said investigation, reports and accompanying materials shall be from source(s) and in form acceptable to the Chief of Police of the Town of Carmel.

I request license be issued for the following 120 (one-hundred twenty) days

FROM: _____, 20____ TO: _____, 20____

If you are offering food related items for sale and a certificate from the Putnam County Health Department is required, complete the following:

Certificate #: _____ Issued: _____ Expires: _____

Certificate is issued to Veh: YR.: _____ Make: _____ Reg #: _____ St.: _____

Set Forth the number of arrest(s) and/or conviction(s) for crimes and the nature thereof (if none, so indicate): _____

I am submitting with this application the required two (2) photographs, taken within the past thirty (30) days of the date of this application showing head, full face and shoulders.

I hereby acknowledge receipt of a copy of Chapter 111 of the Town of Carmel Code, which provides for the licensing and regulation of peddling in the Town of Carmel.

IN WITNESS WHEREOF, I have executed this application and affirm the statements therein under penalty of perjury.

_____, 20____ _____
(Applicant's Signature)

<p>POLICE DEPARTMENT USE ONLY</p> <p>A criminal record check was made of this department's records. The check was made by name and date of birth only. The record check revealed this applicant</p> <p><input type="checkbox"/> does not - <input type="checkbox"/> does have a criminal record with this department.</p> <p>PD Official: _____ Date: _____</p>

Approved by _____ Town Clerk, Town of Carmel

Date: _____

License Fee:

License #: _____

Cash, Certified Check # _____ MO# _____

Cc: Town Supervisor
Police Department

TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department
55 McAlpin Avenue
Mahopac, NY 10541

MICHAEL SIMONE
Superintendent of Highways

845.628.7474
FAX 845.628.1471
MStern@ci.carmel.ny.us

MEMORANDUM

TO: Michael Cazzari – Town Supervisor
Town Board

FROM: Michael Stern – Highway Superintendent

DATE: February 20, 2024

RE: 2024 Highway Capital Requests

I would like to discuss the 2024 Capital Funding for the following:

Capital Drainage	\$ 200,000
Capital Paving	\$ 750,000
Capital Equipment	\$ 650,000

A handwritten signature in black ink, consisting of the letters 'MS' inside an oval shape.

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: January 31, 2024

Re: Town Wide Garbage Collection – Single Family residential pickup

As the Board is aware, in 2022 the Town of Carmel engaged AAA Carting the single family residential refuse pickup contract, C282

The contract duration was for one (1) year (1/1/2022 to 12/31/22) with unilateral renewal options by the Town for two (2) additional one (1) year periods

In December 2022 the Town Board voted to extend the contract with AAA Carting for two (2) additional years. The extension period is January 1, 2023 through December 31, 2024.

The term of the current contracts for Town wide garbage collection for single Family residential pickup will end on December 31, 2024.

The Engineering Department requests authorization to put this contract out to bid.

The intent is to review/update specifications by late March/early April and let out to bid by mid to late April. Bids to be returned by early June.

We request that this matter be placed on the next available Town Board work session for discussion.

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: February 12, 2024

Re: Emergency Repairs/Services

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

- CWD4 - 153 Lake Baldwin Drive

On January 7, 2024 Bee and Jay, the operators for CWD4, notified the Engineering Department of a water leak between the water main and curb valve. It was a determined that a saddle had failed. Attached is an invoice form Kuck Excavating in the amount of \$10,765.89 to make the repair. Per the attached, there are sufficient funds in the operating budget for this expense.

- CWD2 - 15 Sunnycrest and 66 Arborview

On January 13, 2024 Inframark, the operators for CWD2, notified the Engineering Department of a water leak at 15 Sunnycrest. It was a determined that the water main had had a circular crack. Attached is an invoice form Kuck Excavating in the amount of \$11,129.96 to make the repair. On January 21, 2024 Inframark, the operators for CWD2, notified the Engineering Department of a water leak at 66 Arborview It was a determined that a saddle had failed. Attached is an invoice form Kuck Excavating in the amount of \$13,427.56 to make the repair. Per the attached, there are sufficient funds in the operating budget for this expense.

- CWD3 - 223 Orchard Road

On January 26, 2024 Inframark, the operators for CWD3, notified the Engineering Department of a water leak at 223 Orchard Rd . It was a determined that a saddle had failed. Attached is an invoice form Kuck Excavating in the amount of \$11,238.926 to make the repair. Per the attached, there are sufficient funds in the operating budget for this expense.

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

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 names: Kuck Excavating

Nature of emergency: Curb Valve Repair

Estimated cost: See attached invoice

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.

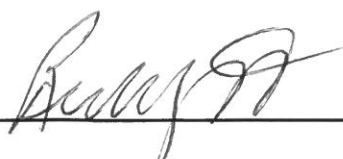
The emergency purchases or services exceeded **\$10,000** and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.

Other (provide explanation):

Purchasing Agent's signature for approval: _____



Department Head's signature for approval: _____



Ed Kuck Excavating Inc

20 Day Road
 Carmel, NY 10512

Attention:, ENGINEERING DEPT
 TOWN OF CARMEL

CWD 4
 INV #
 TOC 3-2024
 REQ #
 Vendor 0670
 Tax ID - 133851002

EMERGENCY CURB BOX BLOWN OFF SERVICE LINE

Respond as per BEE & JAY

Job Location: 151 LAKE BALDWIN DRIVE

Work Completed 1/7/2024

Start time:

End Time: 7.5 PWOT

Job Description: SAW CUT ROAD, EXCAVATE AND EXPOSE WATER MAIN. FOUND CURB VALVE BLOWN OFF OF SERVICE LINE. REPLACED 20 FT OF SERVICE LINE, INSTALLED NEW CURB VALVE ROD AND BOX BACKFILLED AND COMPACT WITH ITEM 4 NEEDS BLACKTOP AND LAWN RESTORATION

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	7.5	\$95.00 per hour	712.50
PC-120		\$175.00 PER HR	
Dump Truck	7.5	\$100.00 per hour	750.00
Support Vehicle	Day rate	\$155.00 PER DAY	155.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
TRASH PUMP & HOSE	DAY RATE PER UNIT	\$225.00 PER PUMP	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT 1-1/2	7.5 HRS X 1 MAN	\$291.27 PER HR	2,184.52
Machine operator	HRS X MAN	\$194.18 PER HR	
Laborers	HRS X MAN	\$169.30 PER HR	
LABORER OT 1 -1/2	7.5 HRS X 3 MEN	\$253.95 PER HR	5713.87
Item 4	20 YARDS	\$52.00 per yard	1,040.00
Seed		\$150.00 bag	
CONCRETE			
Top soil			
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
HAY		\$19.00 bag	
GRAVEL		\$50.00/YARD	
LIGHT TOWER		\$275.00 DAY RATE	
SKYLIFT		90.00 PER HR	
Total			10,765.89

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: 01-18-24, CWD4 Emergency Repair on Lake Baldwin
Date: Thursday, January 18, 2024 12:10:47 PM
Attachments: [TOC 03-2024.pdf](#)

Rich,

Please see attached repair in excess of \$10k that will require Board acknowledgement. There are sufficient funds in the CWD4 budget for this expense.

Thanks,

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

Ed Kuck Excavating Inc

20 Day Road
Carmel, NY 10512

CWD 2
INV #
TOC 7-2024
REQ #
Vendor 0670
Tax ID - 133851002

Attention:, ENGINEERING
TOWN OF CARMEL

EMERGENCY 6" CIRCULAR CRACK

Respond as per INFRAMARK
Job Location: 15 SUNNY CREST ROAD
Work Completed; 1/13/2024
Start time:

End Time: 8 HRS PWOT *night week*

Job Description:

WATER LEAKING IN ROAD, TRACED OUT SERVICE LINES AND WATER MAIN TO LOCATE. SAW CUT ROAD, DUG UP AND EXPOSED WATER MAIN AND LOCATED CIRCULAR CRACK.INSTALLED 6" REPAIR CLAMP, BACKFILLED AND COMPACT WITH ITEM 4 BLACKTOP RESTORATION NEEDED

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8	\$95.00 per hour	760.00
PC-120		\$175.00 PER HR	
Dump Truck	8	\$100.00 per hour	800.00
Support Vehicle	Day rate	\$155.00 PER DAY	155.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	70.00
KUBOTA		PER HR	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
TRASH PUMP & HOSE	DAY RATE PER UNIT	\$225.00 PER PUMP	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT 1-1/2	8 HRS X 1 MAN	\$291.27 PER HR	2,330.16
Machine operator	HRS X MAN	\$194.18 PER HR	
Laborers	6 HRS X 4 MEN	\$169.30 PER HR	
LABORER OT	8 HRS X 3 MEN	\$253.95 PER HR	6,094.80
Item 4	15 YARDS	\$52.00 per yard	780.00
Seed		\$150.00 bag	
CONCRETE			
PORTLAND		\$28.50	
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
HAY		\$19.00 bag	
GRAVEL		\$50.00/YARD	
LIGHT TOWER	275.00 DAY RATE		
SKYLIFT	90.00 PER HR		
Total			11,129.96

Ed Kuck Excavating Inc
 20 Day Road
 Carmel, NY 10512

CWD 2
 INV #
 TOC 8-2024
 REQ #
 Vendor 0670
 Tax ID - 133851002

Attention:, ENGINEERING
 TOWN OF CARMEL

EMERGENCY ¾" X 8" SADDLE ROTTED OFF SUNDAY

Respond as per INFRAMARK
 Job Location: 66 ARBORVIEW
 Work Completed; 1/2/ /2024
 Start time:

End Time: 8 HRS PWOT

Job Description:

SET UP TRAFFIC CONTROL, EXPOSED UTILITIES GAS, ELECTRIC, AND CABLE. EXCAVATE AND EXPOSE WATER MAIN, REPLACED ROTTED SADDLE , CURB VALVE AND COPPER . INSTALL NEW BOX . BACKFILLED AND COMPACT WITH ITEM 4 AND COMPACT NEEDS FUTURE LAWN RESTORATION

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8	\$95.00 per hour	760.00
PC-120		\$175.00 PER HR	
Dump Truck	8	\$100.00 per hour	800.00
Support Vehicle	Day rate	\$155.00 PER DAY	155.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	70.00
KUBOTA		PER HR	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
TRASH PUMP & HOSE	DAY RATE PER UNIT	\$225.00 PER PUMP	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT 1-1/2	8 HRS X 1 MAN	\$291.27 PER HR	2,330.16
Machine operator	HRS X MAN	\$194.18 PER HR	
Laborers	HRS X MEN	\$169.30 PER HR	
LABORER OT	8 HRS X 4 MEN	\$253.95 PER HR	8,126.40
Item 4 WITH SALT	18 YARDS	\$62.00 per yard	1,116.00
Seed		\$150.00 bag	
CONCRETE			
PORTLAND		\$28.50	
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
HAY		\$19.00 bag	
GRAVEL		\$50.00/YARD	
LIGHT TOWER	275.00 DAY RATE		
SKYLIFT	90.00 PER HR		
Total			13,427.56

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: Board Authorizations
Date: Tuesday, January 23, 2024 1:20:00 PM
Attachments: [TOC 07-2024.pdf](#)
[TOC 08-2024.pdf](#)

Rich,

See attached invoices for emergency repairs that will require Board acknowledgement. There are sufficient funds in the CWD2 operating budget for this expense.

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

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 names: Kuck Excavating

Nature of emergency: CWD3 Saddle Repair

Estimated cost: See attached invoice

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: _____

Ed Kuck Excavating Inc

20 Day Road
Carmel, NY 10512

Attention:, ENGINEERING
TOWN OF CARMEL

CWD 3
INV #
TOC 9-2024
REQ #
Vendor 0670
Tax ID - 133851002

EMERGENCY ¾" X 4" SADDLE ROTTED OFF (FRIDAY NIGHT)

Respond as per INFRAMARK
Job Location: 223 ORCHARD ROAD
Work Completed; 1/26/2024
Start time:

End Time: 1 HR PW -7 HRS PWOT

Job Description:

WATER LEAKING ON SHOULDER OF ROAD, LOCATED SERVICE LINES, SAW CUT ROAD, EXCAVATE AND EXPOSE SERVICE LINE CONNECTION ON WATER MAIN. REPLACED ROTTED SADDLE AND CONNECTED TO EXISTING SERVICE. BACKFILLED AND COMPACT WITH ITEM 4 NEEDS BLACKTOP RESTORATION

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8	\$95.00 per hour	760.00 ✓
PC-120		\$175.00 PER HR	
Dump Truck	8	\$100.00 per hour	800.00
Support Vehicle	Day rate	\$155.00 PER DAY	155.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	70.00
KUBOTA		PER HR	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
TRASH PUMP & HOSE	DAY RATE PER UNIT	\$225.00 PER PUMP	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT 1-1/2	7 HRS X 1 MAN	\$291.27 PER HR	2,038.89 ✓
Machine operator	1 HRS X 1 MAN	\$194.18 PER HR	194.18 ✓
Laborers	1 HRS X 3 MEN	\$169.30 PER HR	507.90 ✓
LABORER OT	7 HRS X 3 MEN	\$253.95 PER HR	5,332.95 ✓
Item 4 WITH SALT	20 YARDS	\$62.00 per yard	1,240.00 ✓
Seed		\$150.00 bag	
CONCRETE			
PORTLAND		\$28.50	
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
HAY		\$19.00 bag	
GRAVEL		\$50.00/YARD	
LIGHT TOWER	275.00 DAY RATE		
SKYLIFT	90.00 PER HR		
Total			11,238.92

Richard 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

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: CWD3

Location (street address): 223 Orchard Road

Time and Date of Main Break or Hydrant Damage: 1/31/2024

Field Response:

Manpower	HRS	Equipment	HRS
<u>1 Operator</u>	<u>2</u>	<u>MB-55</u>	<u>2</u>
<u>3 Laborer</u>	<u>24</u>	<u>Pump truck</u>	<u>8</u>

Water Main: Size: 4" Material: PVC Depth to Main: 5-6 Ft

Hydrant: Manufacturer & Model: _____

Repair Materials Utilized: (1) 4" x 3/4" Saddle, (1) 3/4" Corp valve
(1) 3/4" cts Coupling (6ft) & Copper 3/4"

Cause of Main Break or Hydrant Damage: _____

Description of Damage caused, if any: _____

Future Restoration Required:

Pavement:

Lawn Area:

Sidewalk:

Shrubs:

Cause of Main Break or Hydrant Damage: _____

Date Repair Completed: 1/31/24

Prepared by: Jack G
(Printed Name)

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

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: 02-08-24 ~ CWD3 Emergency Repair
Date: Thursday, February 8, 2024 9:23:24 AM
Attachments: [TOC 009-2024.pdf](#)

Rich,

See attached emergency saddle repair invoice in excess of \$10K that will require Board acknowledgement. There are sufficient funds in the CWD3 operating budget for this expense.

Thanks,

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

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: February 2, 2024

Re: CSD # 4 – Turbidity Meters

Inframark, the operators for Carmel Sewer District 4 (CSD 4) has advised the Engineering Department (Department) that the turbidity meters used to monitor influent/effluent of the CMF process along with effluent of the unit which handles the mud well flow are no longer serviced by the manufacturer (HACH).

These meters are compliance related and failure of the existing units will cause the plant to . to meet the required reporting protocols as outlined in our State Pollution Discharge Elimination System (SPDES) Permit.

Inframark requested and received the attached quotes to replace the turbidity meters. The cost to purchase and install the three (3) is \$18,187.50.

As an FYI this project was completed as a Regulatory Upgrade and were financed through NYS EFC by New York City. The Town will be reimbursed for 50% of the costs.

Inframark has advised this Department that the meters being replaced is ~ 20 years old. And the replacement meters have a life expectancy ~10 years..

This purchase was considered as part of the 2024 budget and there are sufficient funds for this expense as provided in the attached.



Inframark, LLC
2 Renwick Street
Newburgh, NY 12550
United States

T: +1 845 228 0460
www.inframark.com

TOWN OF CARMEL
ENGINEERING

Recommendation for Town Board Authorizing Resolution

District: CSD 4 CMF

Date of Request: 1-30-24

Asset ID #: 1531, 1532, 1535

Quote Expires: 3-11-24

Item requested: Qty. (3) replacement Hach turbidimeters; we would like to order before Hach’s price increase in March 2024.

Purpose of item: This was included in the proposed 2024 Budget. These meters are used to monitor influent/effluent of the CMF process along with effluent of the unit which handles the mud well flow. These are both process and regulatory. The current turbidimeters seem original to the building (Around 20 years old) and they are no longer serviceable by Hach. We cannot have these fail, as it will impact the overall process of the CMF building and reporting capabilities.

Estimated age of equipment to be replaced / repaired: Approx. 20 years

Estimated life expectancy of new equipment / repair: 5-10 years

Labor cost for installation and/or repair: n/a

Vendor #1:	Hach	Cost: \$18,187.50
Vendor #2:	Sole Source	Cost:
Vendor #3:		Cost:



Quotation

Quote Number: 100997721v1

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 11-Jan-2024

Quote Expiration: 11-Mar-2024

TOWN OF CARMEL
TOWN HALL
60 MCALPIN AVE
MAHOPAC, NY 10541-2340

Name: Jack Geertsema
Phone: 845-667-2752
Email: Jack.Geertsema@inframark.com

Customer Account Number : 011647
Customer Quote Reference: NY State Contract #PC67243

Sales Contact: Rudy Santavicca Email: rudy.santavicca@hach.com Phone: 914-703-8327

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV525.97KTO006	TU5300sc Low Range Laser Turbidimeter, EPA Version, System Check, RFID, Flow, with SC4500 Controller, 1 Channel	3	6,062.50	18,187.50
Grand Total					\$ 18,187.50

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Rudy Santavicca
Title: Regional Sales Manager
Phone: 914-703-8327
Email: rudy.santavicca@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 6/3/2023						Collect ⁴ Handling Fee Effective 6/3/2023
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$10.00	\$25.01	\$46.64	\$40.14	\$76.30	\$8.00
\$50.00 - \$149.99	\$12.00	\$35.37	\$66.74	\$50.72	\$96.42	\$8.00
\$150.00 - \$349.99	\$14.00	\$37.35	\$76.08	\$51.51	\$98.85	\$8.00
\$350.00 - \$649.99	\$16.00	\$41.84	\$83.20	\$52.30	\$101.27	\$8.00
\$650.00 - \$949.99	\$16.00	\$50.69	\$104.55	\$61.58	\$119.19	\$8.00
\$950.00 - \$1,999.99	\$28.00	\$59.54	\$125.90	\$70.86	\$137.10	\$8.00
\$2,000.00 - \$3,999.99	\$28.00	\$73.62	\$153.60	\$84.76	\$164.64	\$8.00
\$4,000.00 - \$5,999.99	\$50.00	\$87.69	\$181.30	\$98.66	\$192.18	\$8.00
\$6,000.00 - \$7,999.99	\$60.00	\$101.39	\$209.64	\$110.51	\$213.06	\$8.00
\$8,000.00 - \$9,999.99	\$90.00	\$151.46	\$295.96	\$162.06	\$307.35	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [§120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up!*" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See www.ethicspoint.veralto.com and [Integrity and compliance - Veralto](http://Integrityandcompliance-Veralto) for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

From: [Ostapyshyn, Dmitriy](#)
To: [Franzetti, Richard](#); [Esteves, Donna](#)
Subject: RE: 2-1-24 RE: Approval Request
Date: Thursday, February 1, 2024 10:04:35 AM

Richard,

Turbidimeters are approved.

Thank You,
Dmitriy

**Dmitriy Ostapyshyn, ENV SP | Project Manager | NYC Environmental Protection
Bureau of Water Supply, Watershed Lands & Community Planning
(O) 845 340-7299 | dostapyshyn@dep.nyc.gov**

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Thursday, February 1, 2024 9:41 AM
To: Esteves, Donna <de@ci.carmel.ny.us>; Ostapyshyn, Dmitriy <DOstapyshyn@dep.nyc.gov>
Subject: [EXTERNAL] 2-1-24 RE: Approval Request

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Dmitriy

Sorry to be a bother, please advise if the attached are approved as I need to get a memorandum to the Town Board.

Thanks and have a great day .

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: Wednesday, January 31, 2024 12:29 PM
To: Ostapyshyn, Dmitriy <DOstapyshyn@dep.nyc.gov>
Cc: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: Approval Request

Dimitriy,

Please see attached requests for approval.

Thanks,

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

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: FW: 1-30-24 -- CSD 4 CMF - Rec Town Board Auth Res - Hach Turbidimeters
Date: Wednesday, January 31, 2024 10:44:14 AM
Attachments: [Outlook-1512756466.png](#)
[1-11-24 -- CSD4 CMF Turbidimeters Quote Hach.pdf](#)
[1-30-24 -- Rec Board Auth Res - CSD 4 CMF - Hach Turbidimeters.docx](#)

Rich,

Please see attached for Board approval. There are sufficient funds for this request as it was included in the 2024 budget

Donna Esteves

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

From: Harris, Carrie <carrie.harris@inframark.com>
Sent: Tuesday, January 30, 2024 2:48 PM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>; Esteves, Donna <de@ci.carmel.ny.us>
Cc: Batz, Michael <michael.batz@inframark.com>; Boyd, Diane <diane.boyd@inframark.com>; Geertsema, Jack <Jack.Geertsema@inframark.com>; Dries, Gabriel <gabriel.dries@inframark.com>
Subject: 1-30-24 -- CSD 4 CMF - Rec Town Board Auth Res - Hach Turbidimeters

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Richard and Donna:

Please find attached a Recommendation for Town Board Authorizing Resolution for Qty. (3) replacement Hach turbidimeters at CSD 4 CMF. These are also subject to the Hach price increase in March. Thank you very much for your consideration.

Best,
Carrie

Carrie Harris | Administrative Assistant



Carmel, NY 10512

(O) 845-565-6182 | (M) 845-670-2909 | www.inframark.com

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: February 2, 2024

Re: CSD # 2 – Turbidity Meters

Inframark, the operators for Carmel Sewer District 2 (CSD 2) has advised the Engineering Department (Department) that the turbidity meters used to monitor influent/effluent of the CMF process along with effluent of the unit which handles the mud well flow are no longer serviced by the manufacturer (HACH).

These meters are compliance related and failure of the existing units will cause the plant to . to meet the required reporting protocols as outlined in our State Pollution Discharge Elimination System (SPDES) Permit.

Inframark requested and received the attached quotes to replace the turbidity meters. The cost to purchase and install the three (3) is \$18,187.50.

As an FYI this project was completed as a Regulatory Upgrade and were financed through NYS EFC by New York City. The Town will be reimbursed for 50% of the costs.

Inframark has advised this Department that the meters being replaced is ~ 20 years old. And the replacement meters have a life expectancy ~10 years..

This purchase was considered as part of the 2024 budget and there are sufficient funds for this expense as provided in the attached.

Inframark, LLC
2 Renwick Street
Newburgh, NY 12550
United States

T: +1 845 228 0460
www.inframark.com

TOWN OF CARMEL

ENGINEERING

Recommendation for Town Board Authorizing Resolution

District: CSD 2 CMF

Date of Request: 1-30-24

Asset ID #: 2941, 2949, 2950

Quote Expires: 3-11-24

Item requested: Qty. (3) replacement Hach turbidimeters; we would like to order before Hach’s price increase in March 2024.

Purpose of item: This was included in the proposed 2024 Budget. These meters are used to monitor influent/effluent of the CMF process along with effluent of the unit which handles the mud well flow. These are both process and regulatory. The current turbidimeters seem original to the building (Around 20 years old) and they are no longer serviceable by Hach. We cannot have these fail, as it will impact the overall process of the CMF building and reporting capabilities.

Estimated age of equipment to be replaced / repaired: Approx. 20 years

Estimated life expectancy of new equipment / repair: 5-10 years

Labor cost for installation and/or repair: n/a

Vendor #1:	Hach	Cost: \$18,187.50
Vendor #2:	Sole Source	Cost:
Vendor #3:		Cost:



Quotation

Quote Number: 100997730v1
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 11-Jan-2024

Quote Expiration: 11-Mar-2024

TOWN OF CARMEL
TOWN HALL
60 MCALPIN AVE
MAHOPAC, NY 10541-2340

Name: Jack Geertsema
Phone: 845-667-2752
Email: Jack.Geertsema@inframark.com

Customer Account Number : 011647
Customer Quote Reference: NY State Contract #PC67243

Sales Contact: Rudy Santavicca Email: rudy.santavicca@hach.com Phone: 914-703-8327

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV525.97KTO006	TU5300sc Low Range Laser Turbidimeter, EPA Version, System Check, RFID, Flow, with SC4500 Controller, 1 Channel	3	6,062.50	18,187.50
Grand Total					\$ 18,187.50

TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Rudy Santavicca
Title: Regional Sales Manager
Phone: 914-703-8327
Email: rudy.santavicca@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance


2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 6/3/2023						Collect ⁴ Handling Fee Effective 6/3/2023
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$10.00	\$25.01	\$46.64	\$40.14	\$76.30	\$8.00
\$50.00 - \$149.99	\$12.00	\$35.37	\$66.74	\$50.72	\$96.42	\$8.00
\$150.00 - \$349.99	\$14.00	\$37.35	\$76.08	\$51.51	\$98.85	\$8.00
\$350.00 - \$649.99	\$16.00	\$41.84	\$83.20	\$52.30	\$101.27	\$8.00
\$650.00 - \$949.99	\$16.00	\$50.69	\$104.55	\$61.58	\$119.19	\$8.00
\$950.00 - \$1,999.99	\$28.00	\$59.54	\$125.90	\$70.86	\$137.10	\$8.00
\$2,000.00 - \$3,999.99	\$28.00	\$73.62	\$153.60	\$84.76	\$164.64	\$8.00
\$4,000.00 - \$5,999.99	\$50.00	\$87.69	\$181.30	\$98.66	\$192.18	\$8.00
\$6,000.00 - \$7,999.99	\$60.00	\$101.39	\$209.64	\$110.51	\$213.06	\$8.00
\$8,000.00 - \$9,999.99	\$90.00	\$151.46	\$295.96	\$162.06	\$307.35	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [§120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up!*" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See www.ethicspoint.veralto.com and [Integrity and compliance - Veralto](http://Integrityandcompliance-Veralto) for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

From: [Ostapyshyn, Dmitriy](#)
To: [Franzetti, Richard](#); [Esteves, Donna](#)
Subject: RE: 2-1-24 RE: Approval Request
Date: Thursday, February 1, 2024 10:04:35 AM

Richard,

Turbidimeters are approved.

Thank You,
Dmitriy

**Dmitriy Ostapyshyn, ENV SP | Project Manager | NYC Environmental Protection
Bureau of Water Supply, Watershed Lands & Community Planning
(O) 845 340-7299 | dostapyshyn@dep.nyc.gov**

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Thursday, February 1, 2024 9:41 AM
To: Esteves, Donna <de@ci.carmel.ny.us>; Ostapyshyn, Dmitriy <DOstapyshyn@dep.nyc.gov>
Subject: [EXTERNAL] 2-1-24 RE: Approval Request

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Dmitriy

Sorry to be a bother, please advise if the attached are approved as I need to get a memorandum to the Town Board.

Thanks and have a great day .

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: Wednesday, January 31, 2024 12:29 PM
To: Ostapyshyn, Dmitriy <DOstapyshyn@dep.nyc.gov>
Cc: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: Approval Request

Dimitriy,

Please see attached requests for approval.

Thanks,

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

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: FW: 1-30-24 -- CSD 2 CMF - Rec for Town Board Auth Res - Hach Turbidimeters
Date: Wednesday, January 31, 2024 10:44:11 AM
Attachments: [Outlook-1512756466.png](#)
[1-11-24 -- CSD2 CMF Turbidimeters Quote Hach.pdf](#)
[1-30-24 -- Rec Board Auth Res - CSD 2 CMF - Hach Turbidimeters.docx](#)

Rich,

Please see attached for Board approval. There are sufficient funds for this request as it was included in the 2024 budget.

Donna Esteves

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

From: Harris, Carrie <carrie.harris@inframark.com>
Sent: Tuesday, January 30, 2024 2:38 PM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>; Esteves, Donna <de@ci.carmel.ny.us>
Cc: Batz, Michael <michael.batz@inframark.com>; Boyd, Diane <diane.boyd@inframark.com>; Geertsema, Jack <Jack.Geertsema@inframark.com>; Dries, Gabriel <gabriel.dries@inframark.com>; Acosta, Albino <Albino.Acosta@inframark.com>
Subject: 1-30-24 -- CSD 2 CMF - Rec for Town Board Auth Res - Hach Turbidimeters

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Richard and Donna:

Please find attached a Recommendation for Town Board Authorizing Resolution for Qty. (3) replacement Hach turbidimeters at CSD 2 CMF. These are also subject to the Hach price increase in March. Thank you very much for your consideration.

Best,
Carrie

Carrie Harris | Administrative Assistant



Carmel, NY 10512

(O) 845-565-6182 | (M) 845-670-2909 | www.inframark.com

Work Session Item #9

CRAIG PAEPRER
Chairman

ANTHONY GIANNICO
Vice Chairman

BOARD MEMBERS
RAYMOND COTE
ROBERT FRENKEL
VICTORIA CAUSA
JOHN NUCULOVIC
NICHOLAS BALZANO

**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

MEMORANDUM

To: Town Board

From: Rose Trombetta *RT*

Date: January 25, 2024

Subject: **Bond Reduction** – G & F Subdivision –
TM – 55.-2-24.5, 6-1, 7-2 & 8-2 - Bond Register #724

On January 24, 2024 the Planning Board passed a motion recommending the bond be reduced to \$320,000.00 for the above captioned property.

Attached is a fully executed bond application form, Town Engineer, Richard Franzetti's memo dated January 8, 2024.



Planning Board
Town of Carmel - Town Hall
Mahopac, New York 10541

Subdivision - Site Plan Bond Application

Bond Amount \$1,539,425.00
Inspection Fee N/A

Bond Register No 724
Tax Map # 55.-2-24.5.6-1,7-2 & 8-2
Filing Date 01/18/24

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$ N/A. Said bond was fixed by Resolution of the Planning Board on date _____ for the construction and completion of improvements described on a map on file with the Planning Board.

Applicant's Name: Hudson Valley Realty Corp - Attn: Paul Camarda
Applicant's Address: 1699 Route 6, Suite 1
Applicant's Telephone Number: 845-228-1400 Email: crillc@comcast.net
Map Entitled: G & F Subdivision Property Address: 2054 Route 6, Carmel Last Revised _____
Applicant's Signature _____
Town Engineer's Signature _____

Bonding Company Liberty Mutual Bond # 587163S Bond Expires N/A
The above application is in order and is approved this 24 day of January 2024.
By Craig K. Reppre Chairman, Planning Board
By _____ Chairman, Environmental Conservation Board

Application for Bond Return _____

Bond Reduction XXXX _____

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 1-19-24 Applicant's Signature Paul Camarda

I inspected the improvements on the above captioned site during construction and after completion and hereby authorize the bond filed by Hudson Valley Realty Corp to be reduced to \$320,000.00.

Date 1/23/24 Town Engineer's Signature Red JD

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 _____ Town Engineer's Signature _____
Date _____ Planning Board Chairman _____
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: January 8, 2024

Re: 55.2-24.6 24.7 and 24.8 - Fairways and Gateway - Bond Reduction

In response to a request by the above applicant, a representative of the Engineering Department performed a field inspection of the referenced property on January 5, 2024 (along with numerous field inspections during construction) to evaluate the current status of the site construction, for the purpose of determining whether a bond reduction was warranted. The results of our investigation are presented below.

The original bond amount posted, which is currently being held, is \$1,539,425.00. The applicant provided a breakdown of items completed and items that remain outstanding. The applicant has noted that the following work remains to be completed:

- Paving Top Course: \$60,000.00
- Guiderail: \$80,000.00
- Sidewalk: \$80,000.00
- Stomwater basin conversion: \$65,000.00
- Landscaping: \$35,000.00

This Department has no objection to the breakdown submitted. The work remaining totals \$320,000.00 which is 20% of the original Bond amount.

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

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: January 31, 2024

Re: CSD #7 - Replacement of UV Disinfection Ballasts at Micro-Filtration Plant

Inframark the operators for Carmel Sewer Districts 2 (CSD 7) have advised the Engineering Department (Department) that the ballasts, modules, controllers and circuitry of the ultraviolet disinfection bulbs at the microfiltration plant is not functioning and that they must be replaced maintain appropriate disinfection standards

As an FYI these projects were completed as a Regulatory Upgrade and were financed through NYS EFC by New York City and per the attached are reimbursable from the NYCDEP. These facilities utilize a combination microfiltration elements and ultraviolet disinfection bulbs.

Inframark has advised this Department that while there is a market for various manufacturers of this equipment and that based upon their research, that the Trojan bulbs can be expected to provide longer service than any aftermarket bulbs (see attached studies). This Department therefore considers this particular manufacturer to be a sole source.

We have received the attached quote from Trojan UV:

CSD	2
Bulbs and ancillary equipment	\$12,218.80
Total after reimbursement	\$6,109.40

Inframark has indicated that this equipment is between 10 to 20 years old and that expected life expectancy of the equipment is between 10 to 20 years and for the bulbs ~2 to 5 years. (as provided in the attached).

We have discussed this matter with the Comptroller There are sufficient funds in the operating budget.



QUOTATION
QO0010042

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Sold to
TOWN OF CARMEL, NY
60 MCALPIN AVENUE
Mahopac NY 10541-2340
UNITED STATES

Ship to
TOWN OF CARMEL, NY
60 MCALPIN AVENUE
Mahopac NY 10541-2340
UNITED STATES

Customer Service Contact: tuvcustomerservice@trojantechnologies.com

Payment Terms	: 0% / 00 / 30 net	Internal Sales Rep	: LISA ELLIOTT
Delivery Terms	: DELIVERED DUTY PAID	Customer No.	: 100002891
Carrier/LSP	:	Reference	:
		Quote Date	: 01-26-2024
		Quote Expiry Date	: 02-25-2024

Project Line	Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	302418-004 LAMP P, UV6414 UV 4-PKG	20.00	196.05/	EA	196.05 3,921.00	0.00% 0.00	3,921.00
20	917858 LAMP DRIVER, 2X80W LP 120-	20.00	330.75/	EA	330.75 6,615.00	0.00% 0.00	6,615.00
30	916945-P02 BOARD KIT, UV3PTP MCB 2 LAMP	2.00	841.40/	EA	841.40 1,682.80	0.00% 0.00	1,682.80
40	FREIGHT FREIGHT & HANDLING FREIGHT EXTRA	1.00	/	EA	0.00 0.00	0.00% 0.00	0.00
		Goods	12,218.80	Discount	0.00	Tax Amount	Total USD
		Costs	0.00	Subtotal	12,218.80	0.00	12,218.80



QUOTATION

QO0010042

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions



Inframark, LLC
2 Renwick Street
Newburgh, NY 12550
United States

T: +1 845 228 0460
www.inframark.com

TOWN OF CARMEL

ENGINEERING

Recommendation for Town Board Authorizing Resolution

District: CSD 7

Date of Request: 1-30-24

Asset ID #:

Quote Expires: 2-25-24

Emergency Request

Item requested: Replacement parts (ballasts and circuit boards) and bulbs for UV banks at CSD 7.

Purpose of item: Parts necessary to maintain the UV disinfection system.

Estimated age of equipment to be replaced / repaired: Ballasts and boards – 10-20 years; bulbs 2-5 years

Estimated life expectancy of new equipment / repair: Ballasts and boards – 10-20 years; bulbs 2-5 years

Labor cost for installation and/or repair: n/a

Vendor #1:	Trojan Technologies	Cost: \$12,218.80
Vendor #2:	Sole Source	Cost:
Vendor #3:		Cost:

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: FW: 1-30-24 -- CSD 7 - Emergency P.O. Request - UV Parts and Bulbs
Date: Wednesday, January 31, 2024 11:10:03 AM
Attachments: [image001.png](#)
[1-30-24 -- Rec Board Auth Res - CSD 7 - UV Parts.docx](#)
[1-26-24 -- CSD 7 - Quote Trojan - UV Parts.pdf](#)

Rich,

Please see attached request for Board authorization. This has been approved for 50% reimbursement from DEP per the email below, and there are sufficient funds in the operating budget for the remaining 50% cost to the Town. I will go ahead and notify Inframark to place the order as this is a time sensitive request.

Thanks,

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

From: Ostapyshyn, Dmitriy <DOstapyshyn@dep.nyc.gov>
Sent: Wednesday, January 31, 2024 10:58 AM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: RE: 1-30-24 -- CSD 7 - Emergency P.O. Request - UV Parts and Bulbs

Donna,

UV lamp replacement is approved at 50% per Schedule 1.

Thank You,
Dmitriy

**Dmitriy Ostapyshyn, ENV SP | Project Manager | NYC Environmental Protection
Bureau of Water Supply, Watershed Lands & Community Planning
(O) 845 340-7299 | dostapyshyn@dep.nyc.gov**

From: Esteves, Donna <de@ci.carmel.ny.us>
Sent: Wednesday, January 31, 2024 10:39 AM
To: Ostapyshyn, Dmitriy <DOstapyshyn@dep.nyc.gov>
Subject: [EXTERNAL] FW: 1-30-24 -- CSD 7 - Emergency P.O. Request - UV Parts and Bulbs

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Good Morning Dmitriy,

Please see attached for your approval. Please advise as soon as possible as this is an emergency request from our operator's at Inframark per the email below.

Thanks,

Donna Esteves

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

From: Harris, Carrie <carrie.harris@inframark.com>

Sent: Tuesday, January 30, 2024 3:18 PM

To: Franzetti, Richard <rjf@ci.carmel.ny.us>; Esteves, Donna <de@ci.carmel.ny.us>

Cc: Batz, Michael <michael.batz@inframark.com>; Boyd, Diane <diane.boyd@inframark.com>;

Geertsema, Jack <Jack.Geertsema@inframark.com>; Dries, Gabriel <gabriel.dries@inframark.com>

Subject: 1-30-24 -- CSD 7 - Emergency P.O. Request - UV Parts and Bulbs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Richard and Donna:

Please find attached an emergency P.O. request for CSD 7 for parts and bulbs for the UV system. These are needed as soon as possible to maintain the UV system. Please let me know if you need any additional information.

Thanks,
Carrie

Carrie Harris | Administrative Assistant



Carmel, NY 10512

(O) 845-565-6182 | (M) 845-670-2909 | www.inframark.com

Why do you need to stay with Trojan /GA Fleet:

The specified equipment is based on stringent NWRI specifications relating to **dose** and **validated** end of lamp life factor of 98%.

The job was originally bid and provided to NWRI regulations. If you choose to substitute a different lamp that has not been validated, you could **lose** your NWRI approval/compliance if the lamps you install do not have an end of lamp life (EOLL – how much the lamps have degraded at 12,000 hours, the guaranteed lamp life) equal to the basis of design (0.98 in the case of Carmel). The only way to determine this is to have the specific lamp's EOLL validated independently to the NWRI protocol. We can share our EOLL validation any time (used in the initial design).

We can provide NWRI lamp validation certificates and will the competition be supplying these as well? This is a very important piece of documentation that the alternative supplier needs to provide to ensure that you are being presented with all the facts to make an informed decision.

At this time, all competitive amalgam lamps have around an 82% UV output at 12,000 hours. This is a 16% reduction in our lamp UV output with the same hours. Trojan has also done 3rd party validation studies on various competitive lamps and find that the UV output that these lamps achieve at 100% power levels **decreases significantly** when the lamps are operated below 100% power. If non-validated, non-Trojan certified lamps are used, Trojan cannot ensure and guarantee disinfection or warrant the system and components as non-certified parts could potentially damage other components.

The Carmel UV disinfection system was designed, sized and disinfection guaranteed based on a specific set of lamp characteristics and therefore, operational control factors. The UV system will, regardless of the lamp used, be operated based on the as-designed control philosophy. If a component is used that has different characteristics, the UV dose delivered to the effluent can be significantly decreased. This would impact a plant in a number of ways including: 1) disinfection would be compromised and exceedences could occur, and 2) lamps would need to be replaced more often which would increase the plant's per year lamp cost and labor cost associated with UV operation.)

These issues become even more significant for reuse applications, like the NYC Watershed, where the disinfection limits are much more stringent and small changes in UV dose delivery can have a big impact on disinfection.

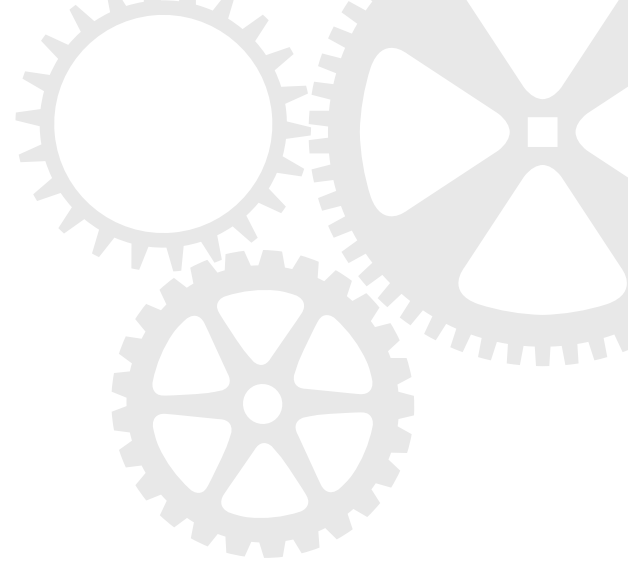
Regards,

Daria

Daria Gaschler, Parts and Replacements



GET GENUINE.



CASE STUDY: GENUINE TROJANUV3000™ LOW PRESSURE LAMPS

Test Objective and Plan:

- Perform lamp output and aging study on Trojan UV3000™ lamps and non-genuine G64T5 low pressure UV lamps.
- Measure UV output and electrical characteristics of both brands of lamps.
- Monitor lamp performance as lamps were aged in a test tank in Trojan's lamp laboratory.

Test Conditions:

- Non-genuine lamps were tested in Trojan's lamp aging tanks.
- Test equipment was designed to simulate field conditions as closely as possible.
- Lamps were operated in same quartz sleeves and with production ballasts used in the TrojanUV3000™ system.
- Water in the test tank was temperature controlled to simulate a real wastewater treatment plant.
- Lamps were cycled on/off four (4) times daily for comparison to Trojan's lamp warranty.
- Lamps were removed and inspected at regular intervals.
- Lamp output measurements were made in a "near field" test apparatus. Lamp output was measured underwater, simulating field conditions.

Test Results for Non-Genuine Lamps:

- Non-genuine lamps showed brown coloring after approximately one month of operation (1,000 hour inspection).
- The brown coloring on the quartz glass was determined to be permanent, blocking UV light. Reduced UV output correlates to a reduced amount of UV energy available for inactivation of bacteria.
- One test lamp failed after 3,833 hours (6.5 months). At that point, the UV output of the remaining lamp was tested and showed a 40% decrease in lamp output compared to when lamps were new.

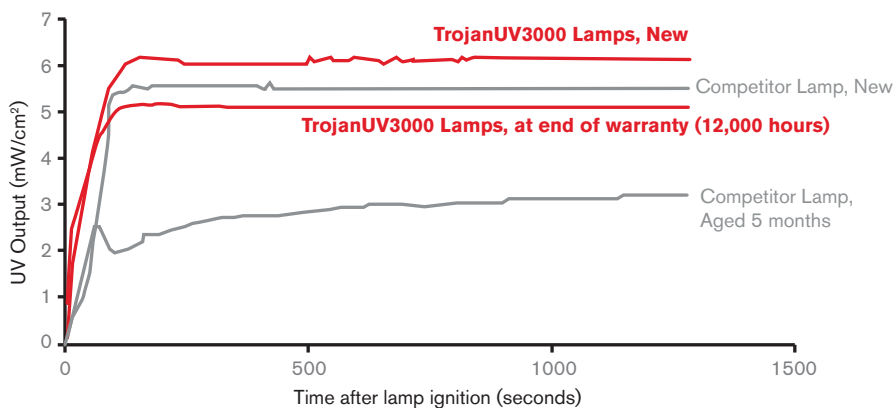


Figure 1: UV lamp output comparison over time of genuine TrojanUV3000™ lamp and non-genuine lamp. Note: A 40% reduction in UV output was measured in the non-genuine lamp after 5 months of operation. The Trojan lamp has consistently higher UV output, directly correlating to improved disinfection performance.

"If it's not a Genuine Trojan part, it shouldn't be part of your Trojan system."

TROJAN UV
WATER CONFIDENCE™

Test Summary:

- Based on the testing performed, it can be concluded that the non-genuine lamps were substantially different in terms of manufacturing process and resulting performance.
- Permanent damage to the lamp quartz occurred when the non-genuine lamp was operated under conditions simulating an installed TrojanUV3000™ system.
- At all times, the genuine Trojan lamp demonstrated significantly higher UV output.
- One test lamp failed prematurely after only 6.5 months. The remaining lamp showed a 40% drop in UV output after 6.5 months.
- TrojanUV3000™ system is designed assuming no more than 20% reduction in output over the lifetime of the lamp. Substituting these non-genuine lamp into the TrojanUV3000™ would result in significant under-dosing and risk to permit compliance. For this reason Trojan cannot endorse utilizing non-genuine lamps in TrojanUV3000™ systems.



Figure 2: The two bottom non-genuine test lamps show permanent brown coloration after 3,833 hours. The top genuine Trojan low pressure lamp is clear and maintains proper levels of UV output.

"If it's not a Genuine Trojan part, it shouldn't be part of your Trojan system."

Lamp Specification for TrojanUV3000Plus™

September 6, 2007

1. Lamps shall be type GA64T6H (Amalgam). Referenced Trojan Part No. 794447.
2. Amalgam mercury lamp employing pre-heat of the coiled filament cathodes before ignition.
3. The filament shall be sufficiently rugged to withstand shock and vibration.
4. Electrical connection consisting of four pins at one end only.
5. Lamp external wiring material shall be white Teflon insulated stranded wire.
6. Three (3) Teflon rings shall be equally spaced along the arc length to center the lamp in the quartz sleeve.
7. 90% of UV output shall be within the wavelengths of 230 to 275nm.
8. Lamp shall be capable of operating continuously at any power level between 240W and 144W.
9. UV irradiance at a distance of 2.89 meters in air shall be at least 107 +/- 3 microwatts/square centimetre peak at 100h when operating at 240W electrical power.
10. Arc length: 58 inches (147 cm).
11. Composition of lamp wall shall be of a design that is rated to produce zero levels of ozone.
12. Lamp bases, adhesives and wiring shall be of materials that do not break down or off-gas when exposed to UV, moisture and ozone.
13. The lamp base shall incorporate pins that are at an angle to the longitudinal axis of the lamp.
14. UV Lamps shall emit on average 98% of the 100h output for 12,000h of operation. On/Off cycles limited to four (4) per day.

This amalgam lamp was specifically designed for the UV3000Plus™ Product. The lamp output (new and end of lamp life) has been validated by third party regulators and engineers to ensure disinfection performance requirements are met.

Using anything other than genuine Trojan parts invalidates your Disinfection Performance Guarantee and puts safety certifications, regulatory compliance and system performance at risk.

TROJANUV LOW PRESSURE LOW OUTPUT LAMPS GUARANTEED DISINFECTION



Performance of your TrojanUV system is independently validated and is guaranteed for life – when you use Genuine TrojanUV low pressure low output (LPLO) lamps.

Your TrojanUV system was designed for End of Lamp Life (EOLL) – meaning the number of UV lamps installed at your plant was carefully selected to

ensure the required UV dose gets delivered throughout the lamp’s entire lifespan of 12,000 hours (1 year = 8,760 hours).

If non-TrojanUV (non-Genuine) LPLO lamps are installed in your system, disinfection performance and permit compliance are at risk (see Figure 1).

CHART LEGEND

1. Your **TrojanUV system** is designed for a high EOLL
2. After a few months, non-Genuine lamps have significantly lower levels of output
3. Even if non-Genuine lamps continue to turn on after 1 year, the UV output is so low, disinfection is severely at risk

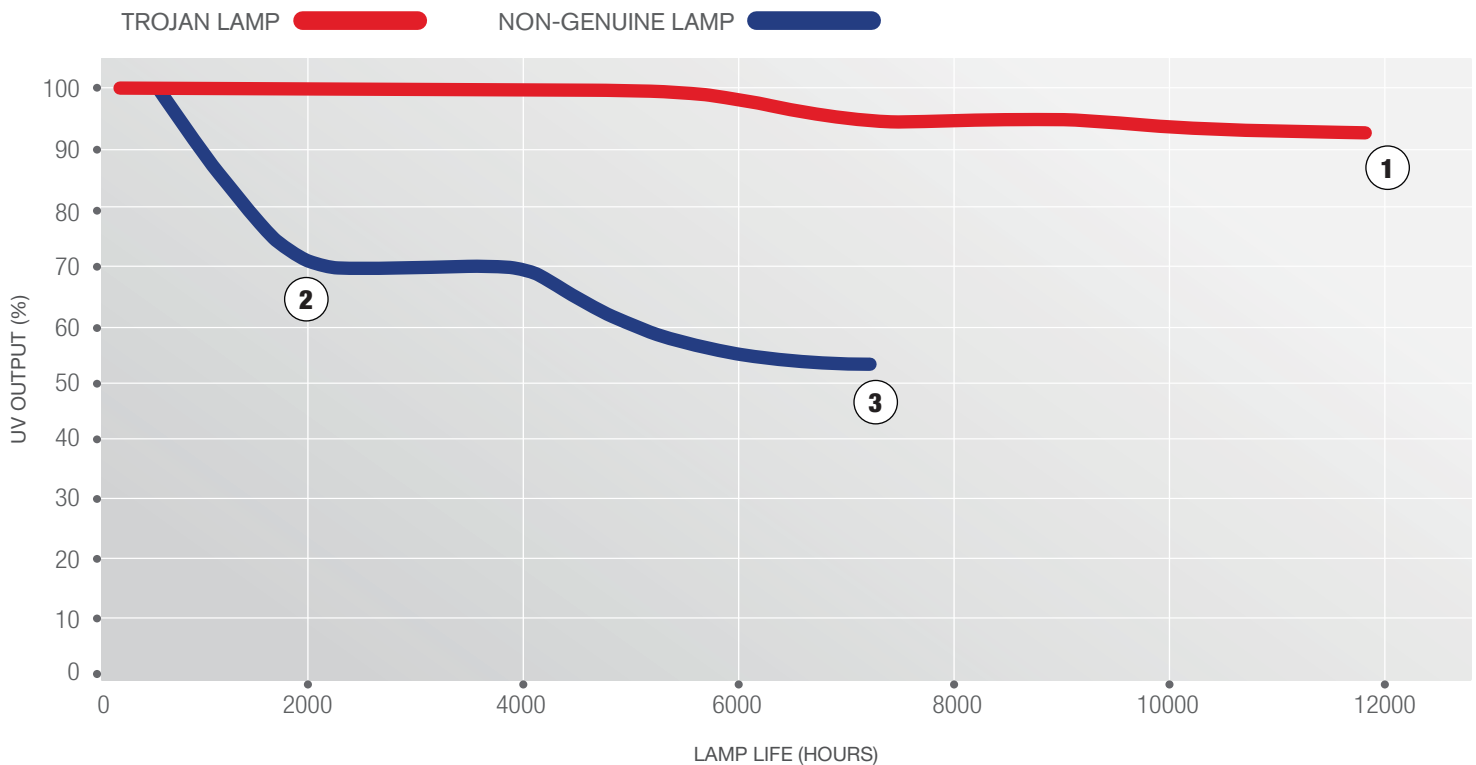


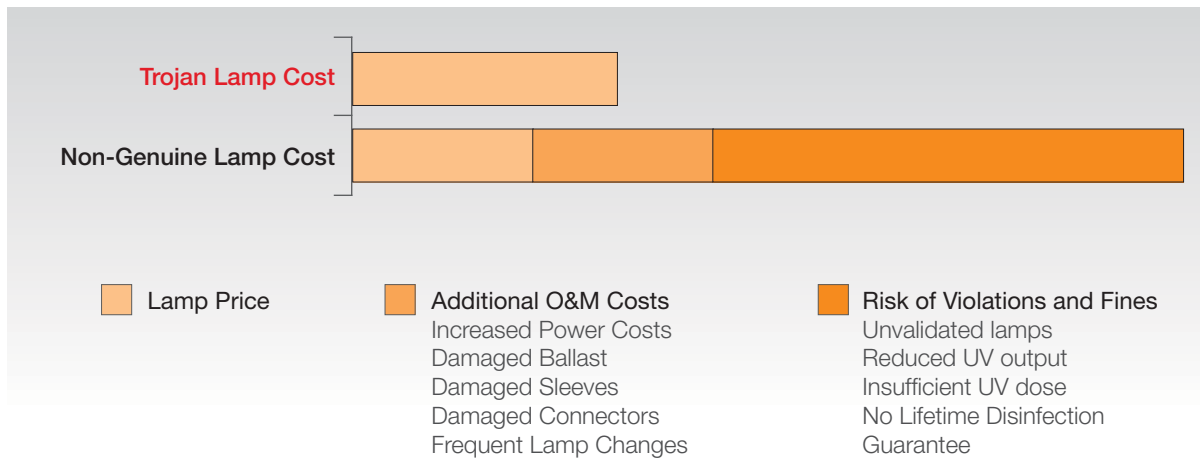
Figure 1: TrojanUV vs. Non-Genuine Low Pressure Low Output Lamps

Source: GAP EnviroMicrobial Services, Dec. 2011
Testing done in accordance with industry protocols (NWRRI). Lamps are aged and tested in water tanks to simulate real-world operating conditions and third party witnessed.



TOTAL COST SAVINGS

HOW MUCH DO NON-GENUINE LAMPS REALLY COST?



Use of Non-Genuine LPLO lamps will void safety certifications (UL, CSA etc.) and damage other system components such as connectors, lamp plugs and ballasts leading to even higher O&M costs and increased maintenance.

THE BOTTOM LINE

Non-Genuine LPLO Lamps

Actual disinfection performance and long-term compatibility are unknown, unpredictable, risky, potentially dangerous and ultimately more expensive.

Genuine TrojanUV LPLO Lamps

Ensure disinfection and maintain your warranties and Lifetime Performance Guarantee. Operate your UV system as engineered/designed and maintain specified UV dose.

Don't risk permit compliance.

Contact your local TrojanUV Representative or visit <http://www.trojanuv.com/getgenuine> to contact our Client Services / After Market Parts Team.



GET GENUINE.

"If it's not a Genuine Trojan part, it shouldn't be part of your Trojan system."

TROJANUV3000™ SYSTEMS LAMP KIT INTRODUCTION



TROJAN'S LOW PRESSURE LAMP KIT

Save both time and money with Trojan's new Low Pressure (LP) Lamp Kit for TrojanUV3000 Systems. Save 30% when purchasing a Lamp Kit that contains validated LP lamps, quartz sleeves, o-rings and compression springs. This is equivalent to quartz sleeves being offered at 50% off.

Recycling of your used lamps is also included.

BENEFITS WITH TROJAN'S LAMP KIT

- Trojan LP lamps have undergone strict independent validation (NWRI protocol) demonstrating the highest UV output over the lamp's entire lifetime
- Lamp validation ensures your UV system will consistently meet disinfection requirements while also minimizing power consumption and saving you money
- New sleeves may require less frequent cleaning and used quartz sleeves can be recycled
- Ensure proper watertight sealing by replacing the o-ring each time
- Kits are available for both short (36") lamps (P/N 331014-001) and long (64") lamps (P/N331014-002)
- These lamps are used with TrojanUV3000PTP, TrojanUV3000B and TrojanUV3000 systems



LAMP KIT INCLUDES:

QUANTITY

Trojan LP Lamp (36" or 64")	4
Trojan Quartz Sleeve (900mm or 1610mm)	4
Trojan Sleeve Sealing O-Ring	4
Trojan Compression Spring	4

KEY FEATURES. MORE BENEFITS.

GET GENUINE

When it comes time to replace your Low Pressure Lamps, purchase genuine, validated Trojan replacement lamps for your UV system to ensure you maintain your Lifetime Disinfection Performance Guarantee.

THE BOTTOM LINE

Genuine components ensure your TrojanUV3000 system runs at peak performance. The new Lamp Kit for TrojanUV3000 Systems combines superior components at a 30% discount in order to save you time and money.

For additional information please contact your local Trojan Representative or visit www.trojanuv.com/service/get-genuine-parts to contact our Client Services/After Market Parts Team.



Figure 1: The four top non-OEM lamps (white ends) show permanent brown discoloration after only 3,833 hours. The four bottom genuine Trojan LP lamps (blue ends) are clear and maintain proper levels of UV output.



GET GENUINE.

"If it's not a Genuine Trojan part, it shouldn't be part of your Trojan system."

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: February 12, 2024

Re: Lake Secor Advisory Board Request

The Engineering Department received the attached request from Ms. Joan Ricci to serve on the lake Secor Advisory board. Per James Nyarady and the Lake Secor Board agrees with her appointment.

We request that this matter be placed on the next available Town Board work session for discussion.

January 25, 2024

Michael Cazzari
Town of Carmel
60 Alpin Ave
Mahopac, NY 10541

Dear Michael,

I was recently told that there are board seats available on the Lake Secor Advisory Board. I am very interested in obtaining one of these seats. Sissy (Agusta Hintze) thought I would be a good fit.

I have lived in Lake Secor and own my home for over 22 years. Now that my children are adults and no longer live with us, I have time on my Hands and would love to volunteer my time to our neighborhood.

Please consider me for a seat on the board.

Thank You for your time,

Joan A Ricci
204 Elm Rd
Mahopac, NY 10541

845-621-5065

914-403-0825

