KENNETH SCHMITT Town Supervisor

TOWN OF CARMEL

ANN SPOFFORD Town Clerk

SUZANNE MC DONOUGH Town Councilwoman Deputy Supervisor

MICHAEL A. BARILE Town Councilman FRANK D. LOMBARDI Town Councilman ROBERT F. SCHANIL, JR. Town Councilman 60 McAlpin Avenue Mahopac, New York 10541 Tel. (845) 628-1500 • Fax (845) 628-6836 www.carmelny.org KATHLEEN KRAUS Receiver of Taxes

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

TOWN BOARD VOTING MEETING/ WORK SESSION Wednesday, October 28, 2020 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

6:00pm Executive Session:

- 1. Judges Jacobellis & Miller Personnel Budget Fiscal Year 2021
- 2. Personnel/Police Chief Vacancy

Town Board Voting Meeting:

- Accept Town Board Minutes September 23 and 30, October 7, 2020
- Res: Authorizing Advertising for Bids for the Purchase of Police Uniforms Town of Carmel Police Department
- 2. Res: Authorizing Purchase of Police Vehicle Computers Town of Carmel Police Department
- 3. Res: Authorizing Improvements at Sycamore Park- Eagle Scout Project- Horseshoe Pit and Message Board at Sycamore Park
- 4. Res: Authorizing Purchase and Installation of Technology Upgrades Town of Carmel Town Hall
- 5. Res: Authorizing Attendance at Seminar
- 6. Res: Acknowledging Performance of Emergency Repairs-Carmel Water and Sewer Districts
- 7. Res: Authorizing Emergency Purchase and Installation of Equipment Carmel Sewer District #4 Wastewater Treatment Plant
- 8. Res: Declaring Certain Equipment Obsolete and Authorizing Disposal
- 9. Res: Awarding Bid Airport Park Phase III Improvements Contract C270
- 10. Res: Awarding Bids for Miscellaneous Highway Department Materials
- 11. Res: Accepting Proposal and Authorizing Purchase of Hot In-Place Asphalt Scarification Town of Carmel Highway Department
- 12. Res: Authorizing Award of Contract for Painting of Reflectorized Pavement Stripes Town of Carmel Highway Department
- 13. Res: Authorizing Purchase of Equipment Town of Carmel Highway Department
- 14. Res: Authorizing Award of Contract for Purchase of Bulk Diesel Fuel Town of Carmel Highway Department
- 15. Res: Consenting to Removal of Litigation (Jessica Gondolfo et al. vs. Town of Carmel et al)

- Public Comment (Three (3) Minutes on Agenda Items Only)
- Town Board Member Comments

Town Board Work Session:

- Review of Town Board Minutes October 14, 2020
- 1. Consider Addition and Deletion to the Active List of the Mahopac Volunteer Fire Department
- 2. Michelle Tenefrancia, Principal Account Clerk Consider Request to Authorize Budget Revisions Debt Funds/Capital Funds through October 2020
- 3. Michelle Tenefrancia, Principal Account Clerk- Consider Request to Amend and Adopt 2021 User Fee Schedule
- 4. Richard Franzetti, PE, Town Engineer Consider Request to Accept Proposal for the Purchase and Installation of Microfiltration Feed Pump CSD#2
- Michael Simone, Highway Superintendent Consider Request to Authorize Purchase of Road Salt from the NYS OGS Group#1800-Award#23212 – Putnam County Contract #69186-Champion Salt LLC
- 6. James Gilchrist, Director of Recreation & Parks Consider Request to Authorize Entry into Agreement with NYSEG for the Construction of Underground Service Lines
- Public Comment (Three (3) Minutes on Agenda Items Only)
- Town Board Member Comments

Open Forum:

- Public Comments on New Town Related Business (Three (3) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)
- Town Board Member Comments
- Adjournment

Executive Session:

- 1. Personnel- Police Chief Vacancy
- 2. Budget Fiscal Year 2021

RESOLUTION AUTHORIZING ADVERTISING FOR BIDS PURCHASE OF POLICE UNIFORMS TOWN OF CARMEL POLICE DEPT.

RESOLVED that, pursuant to the request of Town of Carmel Police Department Interim Commanding Officer Lt. John R. Dearman, Town Clerk Ann Spofford is hereby authorized to advertise for bids for the purchase of Town of Carmel Police uniforms for the Town of Carmel Police Department in calendar year 2021; and

BE IT FURTHER RESOLVED that Lt. John R. Dearman is to furnish detailed specifications for the above to Town Clerk Ann Spofford to be used in conjunction with the Town's general bid conditions and specifications.

Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		-
Kenneth Schmitt		

RESOLUTION AUTHORIZING PURCHASE OF POLICE VEHICLE COMPUTERS TOWN OF CARMEL POLICE DEPARTMENT

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Carmel Police Department Interim Commanding Officer Lt. John R. Dearman, hereby authorizes the purchase of three (3) Town of Carmel Police Vehicle computers from Island Tech Services, Ronkonkoma, NY, at a cost of \$18,688.50 and in accordance with proposal/contract #PT67819-PM68148 dated October 1, 2020;

BE IT FURTHER RESOLVED that Lt. John R. Dearman is hereby authorized to sign any and all documentation necessary to authorize the actions contained herein including with respect to any grant application submissions; 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.

Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION AUTHORIZING IMPROVEMENTS AT SYCAMORE PARK

RESOLVED that the Town Board of the Town of Carmel, in connection with the proposed Eagle Scout project of Ryan Kick of Boy Scouts of America Troop #371, Mahopac, hereby authorizes the performance of improvements at Sycamore Park as detailed in the memorandum provided by Director of Recreation and Parks James R. Gilchrist to the Town Board dated October 5, 2020; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates for all vendors and contractors proposed to perform improvements in connection with this authorization in form acceptable to Town Counsel, the aforesaid work may be commenced.

Offered by:		
Seconded by:		
Roll Call Vote	YES	NO
Robert Schanil	<u>120</u>	110
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION OF TECHNOLOGY UPGRADES TOWN OF CARMEL TOWN HALL

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the purchase and acquisition of desktop computer and printer replacements from Hewlett Packard in accordance with the attached schedule in the sum of \$17,011.33, and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes various infrastructure improvements and replacement of aged UPS Units, batteries, memory upgrades, and all installation services required in connection therewith as provided by Sullivan Data in accordance with the attached schedule in the aggregate amount of \$26,411.12.

Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

HP Quote 1513482				
11 Hewlett Packard	6ME29AV - NYS Contract	Z1 Tower G5 Intel Core i7-9700 3.0 / 4.6 8Core 8GB 256GB SSD DVDRW 3 DisplayPort Win10 Pro 64BIT		\$9,388.50
1 Hewlett Packard	6ME29AV - NYS Contract	Z1 Tower G5 Intel Core i7-9700 3.0 / 4.6 8Core 16GB 2x 512GB SSD DVDRW 3 DisplayPort Win10 Pro 64BIT		\$1,316.55
1 Hewlett Packard	1FH46A8 - NYS Contract	E232 23" Wide Screen LED 1920x1080 1000:1 Contrast - 16x9 Format - Amanda combine with 1 existing E232 display.		\$155.00
				\$10,860.05
HP Quote 1513483				
1 Hewlett Packard	HP 32821554 / 33257347	HP Custom Build EliteBook 850 G7 With Numeric Keypad, Internal LTE Card and 5 Year Warranty		\$1,446.17
1 Hewlett Packard	Y1B39AV - NYS Contract	800G5 Elite SFF Intel Core i7-9700 3.2G 8Core 8GB 2x256GB SSD Raid 1 DVDRW 3 DisplayPort Win10 Pro 64BIT		\$917.99
4 Hewlett Packard	1FH47A8 - NYS Contract	E243 23.8" Wide Screen LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9 Wide Format. 1DP, 1HDMI, 1VGA		\$669.12
				\$3,033.28
HP Quote 1515390				
19 Hewlett Packard	1FH48A8 - NYS Contract	E243m 23.8" WS LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9. 1DP, 1HDMI, 1VGA Camera, Speakers & Mic		\$3,097.00
 Hewlett Packard 	5UU40AA - NYS Contract	HP S101 Speaker Bar Amanda		\$21.00
				\$3,118.00
			HP Total	\$17,011.33

TOWN OF CARMEL TECHNOLOGY UPGRADES FISCAL YEAR 2020

Town of Carmel Technology Upgrades			
Vendor/Description	Item #	Amount	Total Amount
2020 Budget			80,000.00
			·
Billed by Hewlett Packard * Desktop Computer Replacements	Assessor (2)	2,214.28	
Desktop Computer Replacements	Assessor (laptop)	1,587.11	
	Buiding (Display)	163.00	
	Town Clerk (1)	1,347.28	
	Engineering (1)	1,184.28	
	Highway (3) Planning (1)	3,214.00 1,017.00	
	Tax Rec (2)	2,034.00	
	Recreation (Display)	163.00	
	Supervisor (Display)	163.00	
	Police (2)	2,439.80	
* Printers (Spares)	TV Broadcast (1)	1,646.83	
· ····································			
	Total billed by Hewlett Packa	ord	17,173.58
Billed by Sullivan Data			
Patteries American Device (840742)	/E2 0C 7\	277.02	
Batteries - American Power (MD712) UPS - American Power (BR1000MS)	(53.86 x 7) (150.06 x 7)	377.02 1,050.42	
Microsoft Office Licenses	(313.22 x 13)	4,071.86	
Microsoft Windows 10 Licenses	(66.00 x 6)	396.00	
Logitech	(77.666 x 4)	310.64	
Crucial	(55.00 x 7)	385.00	
Corsair	(5.23 x 2)	10.46	
Sulivan Data (Install & Configure)	Assessor	2,100.00	
Camban Data (motan di comigaro)	Buiding	50.00	
	Town Clerk	550.00	
	Engineering	785.00	
	Comptrollers	70.00	
	Highway Planning	1,650.00 500.00	
	Tax Rec	1,600.00	
	Recreation	350.00	
	Supervisor	75.00	
	Police	1,800.00	
	TV Broadcast	500.00	
Less: Install included in contract	:	-5,000.00	
	T . 11 . 11 . C . II D .		44 524 46
	Total billed by Sullivan Data		11,631.40
Total Desktop Upgrades Final			28,804.98
Workstation - Franzetti			1,239.77
Workstation - Spadaro			989.76
Battery backups - Assessors office			594.40
Extra tray forr printer - Comptrollers office			233.33
HP Elitebook - Supervisor Superior Telephone System for Hwy			2,347.80 312.78
HP Elitebook - Police			2,732.11
Battery backups - Receptionist			151.58
Verizon Credit			-100.00
Multifunction printer for Detectives			1,555.64
Low voltage power supply for Supervisors printer	Varizan Fice		186.15
Upgrade Verizon Fios Upgrade Verizon Fios	Verizon Fios Verizon Fios		-877.92 -588.00
Other Upgrades YTD 2020	- CITEOTI I 103		8,777.40
Replace Older Main Firewall with New Unit	Fortinet		6,608.61
Sycamore Wireless System Sycamore Wireless System	Fortinet Cabling Equp/Materials		3,194.35 436.76
Sycamore Wireless System Sycamore Wireless System	Sullivan Data - Installation & (Configuration	4,540.00
Total Infrastructure Upgrades Final		J	14,779.72
Total 2020 Technology Upgrades			52,362.10
Prior year budget balance carry forward			0.00
Budget balance as of 10/02/20			27,637.90

RESOLUTION AUTHORIZING ATTENDANCE AT SEMINAR

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town of Carmel Director of Codes Enforcement Michael Carnazza and Fire Inspector Joseph Wilichoski to attend the Capital District Building Officials Education Conference being held virtually on October 19-21, 2020; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel authorizes payment of reasonable and necessary expenses incurred in connection therewith upon audit.

Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		•
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION ACKNOWLEDGING PERFORMANCE OF EMERGENCY REPAIRS CARMEL WATER AND SEWER DISTRICTS

RESOLVED, the Town Board of the Town of Carmel, acting as Commissioners of the various water and sewer districts of the Town of Carmel, hereby acknowledges the emergency performance of water and sewer district collection system/distribution system and treatment facilities repairs, specifically those performed in Carmel Water District #2, all as fully detailed in the memorandum of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated October 7, 2020, which is attached hereto and made a part thereof.

Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		



(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

RF)

Date: October 7 2020

Re: Emergency Repairs/Services

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

CWD2 ~ Water Main Repair

On September 17th and 18th, Inframark, the operator for the CWD 2 alerted the Engineering Department that Kuck Excavating was called in to repair a 4-inch steel main that was cracked in (2) places at 184 Route 52, Shoprite Plaza. Attached is the invoice in the amount of \$12,579.51 for these repairs, which included the dig up and placement of two (2) repair clamps on the pipe, and the backfill and restoration of the area. It should be noted that this is service line for the Shoprite Plaza. The Comptroller's office has been advised to pay the invoice as this service has been engaged as an emergency and to bill the property owner.

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

VENDOR CLAIM FORM

TOWN OF CARMEL

TOWN HALL

MAHOPAC, NEW YORK 10541

CLAIMANT'S		
NAME AND		
ADDRESS		
	ED KUCK EXCAVATING, INC. 20 DAY ROAD CARMEL NY 10512	
DEPARTMENT_	theineering	
VENDOR TAX ID	# Engineering	
TOWN OF CARN	MEL TAX EXEMPT No. 15898	-

(Comptroller's Office L	ise Only)
VOUCHER NO	
PURCHASE ORDER NO	
Date Voucner Reserved	-
APPROPRIATION ACCT NO	AMOUNT
TOTAL CHARGES	
(Comptroller's Office U	se Only)

Invoice Number Description of Materials or Services Unit Price Amount 7/20 100-079-20 Emergency: 12,579.5 4 Inch Steel Main Crackel IN FRAMARK CWD # 2 Hours-9117-9118 6:00PM - 3 AM -11:30 - 4:30 78E1 14 TOTAL

1. Edward L Kuck , certify that the above account in the amount of \$ 12, 519.51	
is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and the amount claimed is actually due. GIN +918 2020 Edward Livie . President	
Standard Market Standard	
APPROVAL FOR PAYMENT	
TOWN DEPARTMENT APPROVAL The claim is approved and ordered paid from the aburdon at	Drie.
I'n cated anove	
The above services or materials were rendered in furnished to the	
municipality on the date starred and the charges are correct COMPTROLLER TOWN OF CARMEL	

DA'E AUDITED

CKNO

AUTHORIZED OFFICIAL

DATE

Ed Kuck Excavating Inc

20 Day Road Carmel, NY 10512 INV # TOC-079-20 CWD #2

REQ#

Vendor 0670 Tax ID - 133851002

Attention: ROB VARA, ENGINEERING DEPT

TOWN OF CARMEL

EMERGENCY 4 INCH STEELMAIN CRACKED IN 2 PLACES

Respond as per: INFRAMARK

Job Location: 184-ROUTE 52 SHOPRITE PLAZA Work Completed; 9/17/2020 – 9/18/2020

Start time: 9/17/2020 - 9/18/2020 START 6:00 PM END TIME: 3:00 AM HOURS 9- HOURS 1-1/2 OT

9/18/2020 START 11:30 AM END TIME: 4:30 PM HOURS 5 -

Job Description:

4 INCH MAIN LEAKING ALONG DRAINAGE PIPE

DUG UP WATERMAIN
FOUND 2 LEAKS ON PIPE
PUT 2 REPAIR CLAMPS ON PIPE

BACKFILLED AND RESTORED LAWN AREA

Materials / Equipment/ Lab		Price per yd, qty, day	Total
Track Hoe MR55	14 HOURS	\$85.00 per hour	1190.00
Dump Truck	14 HOURS	\$90.00 per hour	1260.00
Support Vehicle	2 Days	\$155.00	310.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator PW OT	9 Hrs X 1 man	\$276.27	2,486.43
Machine operator PW	5 HOURS X 1 MEN	\$184.18	920.90
Laborers PW OT	9 Hrs X 2 men	\$238.95	4,301.10
LABORERS PW REG	5 HOURS X 2 MEN	\$159.30	1593.00
Item 4	8 YARDS	\$40.00 per yard	320.00
Seed	¼ BAG	\$96.00 bag	12.00
Top soil		\$50.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Blacktop		\$114.00 per ton	
Cold Patch		\$140.00 per ton	
Hay	3 BAGS	\$15.36 bag	46.08
Total			12,579.51



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

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

WATER WAIN BREAWDAMAGED HYDRANT REPORT

Location (street address): # Time and Date of Main Break Field Response:	or Hydrant Dame	age: 9/17/2		PIAZA) 120
Manpower 1-operation 2 Laboris	HRS /4 28	100-55 6	ipment XCAVATOR TVUCK	HRS 14 14
161-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-				
	Q- 4"X12	REDAIR	Clamps	}
Hydrant: Manufacturer & I Repair Materials Utilized: Cause of Main Break or Hydra MAIN	nt Damage:	REDAIR		}
Hydrant: Manufacturer & I Repair Materials Utilized: Cause of Main Break or Hydra	nt Damage:	REDAIR	Clamps	}

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See instructions at www.doi.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. NAME OF CONTRACTOR 7 OR SUBCONTRACTOR ADDRESS 20 DAY ROAD CARMEL NY 10512 Rev. Dec. 2008 **ED KUCK EXCAVATING INC** OMB No.: 1235-0008 Expires: 04/30/2021

PAYROLL NO.		FOR WEEK END	NG		PROJ	ECT AND LOCAT	ION .						Expires:	04/30/20
TOC-079-20) '	su ete	51	Shoprite	0/12/	WN OF CAR	MEL					OR CONTRAC		-
(1)	(2)	(3)	TT	(4) DAY AND DATE	(5)	(6)	0			TOC	-07	9-20	cw	0#2
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF. WITH-HOLDING EXEMPTIONS	WORK	OT OR ST.	1129129195419 SMTWTA	978. 8 TOTAL	RATE	GROSS AMOUNT		WITH-	DED	(8) UCTIONS			(9) MET
SCOTT TOMPKINS 88 SOUTH WHITE ROCK ROAD HOLMES, NY 12531 0244	230	LABORER	0	HOURS WORKED EACH D	9		FARNED	FICA	HOLDING TAX			OTHER	TOTAL DEDUCTIONS	PAID FOR WE
VICTOR JEREZ AGUILAR B NORTH RIDGE ROAD CARMEL, NY 10512		LABORER	0	1 9	5 5	62.29	171	8.						
EDWARD L KUCK 34 SOMERSET ROAD MAHOPAC, NY 10512 4944		OPERATOR	0	9.	55	73.34	989.7	0						
DWARD L KUCK 4 SOMERSET ROAD IAHOPAC, NY 10541		LABORER	0		55	29.55	7131			-	`			
			0				1				1			
			0				1		_	-	-			-
			0		++	-		+	_					
	-		5				/							
ille completion of Form WH-347 is optional, it is mandate U.S.C. § 3145) contractors and subcontractors perform C.F.R. § 5.5(a)/3/(c) require contractors.			8		++									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act White completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors and subcontractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls and complete and deal each leboner or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue N.W.

I. ED KUCK	PRESIDENT	(b) WHERE FR	RINGE BENEFITS ARE PAID IN	CASH
(Name of Signatory Party) do hereby state (1) That I pay or supervise the payment of the person ED KUCK EXCAVATI	(Title) s employed by NG INC	(c) EXCEPTION	ad in the above referenced payroll has been paid amount not less than the sum of the applicable amount of the required fringe benefits as listed of in section 4(c) below.	
18 C - 079 - 20 (Building or Work)	that during the payrolf period commercian on the	EXCE	PTION (CRAFT)	EXPLANATION
day of Sept Zoto and ending all persons employed on said project have been paid the ful been or will be made either directly or indirectly to or on beh	the LS day of SUPT Z020 If weekly wages carned, that no rebates have			
ED KUCK EXCAVATING				
(Contractor or Subcontra	ctor) from the full			
weekly wages earned by any person and that no deductions from the full wages earned by any person, other than permis 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor un 63 Stat. 108, 72 Stat. 967; 76 Stat. 357, 40 U.S.C. § 3145).	s have been made either directly or indirectly satisfied deductions as defined in Regulations, Part and the Copeland Act, as amended (48 Stat. 948, and described below:			
		DEMI		100 g colo
(2) That any payrolls otherwise under this contract requipment and complete, that the wage rates for laborers or mediplicable wage rates contained in any wage determination in all forth therein for each laborer or mechanic conform with the (3) That any apprentices employed in the above period arogram registered with a State apprenticeship agency recognishing, United States Department of Labor, or if no such recit the Bureau of Apprenticeship and Training, United States	corporated into the contract; that the classifications a work he performed e duly registered in a bona fide apprenticeship	REMARKS		
(4) That				
(a) WHERE FRINGE BENEFITS ARE PAID TO APP in addition to the basic hourly wage rat the above referenced payroll, payment have been or will be round.	es paid to each laborer or mechanic listed in	NAME AND THE ED KUCK - PRESIDE		PALLAD / Korak
except as noted in section 4(c) below.	is of fringe benefits as listed in the contract e programs for the benefit of such employees.	SUBCONTRACTOR TO CIVIL 31 OF THE UNITED STATES (ON OF ANY OF THE ABOVE STATEMES OR CRIMINAL PROSECUTION SEE SE CODE	N'S MAY SUBJECT THE CONTRACTOR OR COTTON 1031 OF TITLE 18 AND SECTION 231 OF TITLE
		The same of the same of	The same of the sa	and the state of t



Ed Kuck Excavating Inc

20 Day Road Carmel, NY 10512 INV # TOC-079-20 CWD #2 REQ # Vendor 0670

Tax ID - 133851002

Attention: ROB VARA, ENGINEERING DEPT

TOWN OF CARMEL

EMERGENCY 4 INCH STEELMAIN CRACKED IN 2 PLACES

Respond as per: INFRAMARK

Job Location: 184-ROUTE 52 SHOPRITE PLAZA Work Completed; 9/17/2020 – 9/18/2020

Start time: 9/17/2020 - 9/18/2020 START 6:00 PM END TIME: 3:00 AM HOURS 9- HOURS 1-1/2 OT

9/18/2020 START 11:30 AM END TIME: 4:30 PM HOURS 5 -

Job Description:

4 INCH MAIN LEAKING ALONG DRAINAGE PIPE

DUG UP WATERMAIN FOUND 2 LEAKS ON PIPE

PUT 2 REPAIR CLAMPS ON PIPE

BACKFILLED AND RESTORED LAWN AREA

Materials / Equipment/ Lab	or Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	14 HOURS	\$85.00 per hour	1190.00
Dump Truck	14 HOURS	\$90.00 per hour	1260.00
Support Vehicle	2 Days	\$155.00	310.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Machine operator PW OT	9 Hrs X 1 man	\$276.27	2,486.43
Machine operator PW	5 HOURS X 1 MEN	\$184.18	920.90
Laborers PW OT	9 Hrs X 2 men	\$238.95	4,301.10
LABORERS PW REG	5 HOURS X 2 MEN	\$159.30	1593.00
Item 4	8 YARDS	\$40.00 per yard	320.00
Seed	1/4 BAG	\$96.00 bag	12.00
Top soil		\$50.00	
Blacktop		\$114.00 per ton	
Cold Patch		\$140.00 per ton	
Hay	3 BAGS	\$15.36 bag	46.08
Total			12,579.51

RESOLUTION AUTHORIZING EMERGENCY PURCHASE AND INSTALLATION OF EQUIPMENT CARMEL SEWER DISTRICT #4 WASTEWATER TREATMENT PLANT

WHEREAS, the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #4, and upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby authorizes the emergency purchase and installation of certain equipment at the Carmel Sewer District #4 Wastewater Treatment Plant, such equipment to include drive units/gear boxes and shafts for the two primary clarifier units; and

BE IT FURTHER RESOLVED, that such repair and installation is to be performed by TAM Enterprises, Goshen, NY at a cost not to exceed \$23,658.00 and in accordance with the proposal dated September 30, 2020; 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.

Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION DECLARING CERTAIN EQUIPMENT OBSOLETE AND AUTHORIZING DISPOSAL

RESOLVED, that the Town Board of the Town of Carmel, upon the request of Town of Carmel Director of Recreation and Parks James R. Gilchrist hereby declares Town of Carmel Vehicle #305 (2009 Ford Crown Victoria VIN #2FAHP71V99X138206), to be obsolete and authorizes disposal in accordance with Town Law, including but not limited to Town Law §64(2-a).

Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION AWARDING BID AIRPORT PARK PHASE III IMPROVEMENTS - CONTRACT C270

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for Airport Park Phase III improvements septic system installation, Contract #C270; and

WHEREAS such bids were received and opened on October 1, 2020 and a copy of the bid opening memorandum is on file in the Office of the Town Clerk;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of consulting engineer Insite Engineering, Surveying & Landscape Architecture, PC hereby awards the referenced contract to CSS, Inc., Southeast, NY a cost not to exceed \$89,230.00; and

BE IT FURTHER RESOLVED, that upon presentation of performance bonds, labor and materials bonds and insurance certificates in form acceptable to Town Counsel, Town Supervisor Kenneth Schmitt is hereby authorized to sign any and all documentation necessary for the execution of all contract documentation required in connection herewith.

Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION AWARDING BIDS FOR MISCELLANEOUS HIGHWAY DEPARTMENT MATERIALS

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for washed sand, winter mix and guide rail, and

WHEREAS Highway Superintendent Michael Simone has recommended the awarding of the bids as set forth hereafter,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby awards the bids for the foregoing materials to the lowest responsible bidders who met specifications (after adjustment for mileage in the case of FOB plant bids) as follows:

Bid Item		Vendor
GALVANIZED GUIDE RAIL CORTEN GUIDE RAIL TIMBER GUIDE RAIL (FURNISHED/INSTALLED)		CHEMUNG SUPPLY CORP. PO BOX 527 ELMIRA, NY 14902
WINTER MIX		PACKAGE PAVEMENT CO, INC. STORMVILLE, NY 12582
WASHED SAND		RED WING PROPERTIES P.O. BOX 408 STORMVILLE, NY 12582ADGSTB
WASTE WOOD PROCESSING	Ť	ALMSTEAD, TREE, SHRUB & LAWNCARE, INC. 58 BEECHWOOD AVE, NEW ROCHELLE, NY 10801
Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION ACCEPTING PROPOSAL AND AUTHORIZING PURCHASE OF HOT IN-PLACE ASPHALT SCARIFICATION TOWN OF CARMEL HIGHWAY DEPARTMENT

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes purchase of Hot In-Place Recycling Heater Scarification of Existing Asphalt Pavement for the period of December 1, 2019 through November 30, 2020 from Highway Rehabilitation Corp., Brewster, NY under Putnam County Bid No. RFB-25-19.

Offered by:		
Seconded by:		· · · · · · · · · · · · · · · · · · ·
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR PAINTING OF REFLECTORIZED PAVEMENT STRIPES TOWN OF CARMEL HIGHWAY DEPARTMENT

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the award of bid contract for painting of reflectorized pavement stripes on Town of Carmel roads for the period of September 1, 2020 to through August 31, 2021 from Atlantic Pavement Marking, Prospect, CT under Putnam County Bid No. RFP-21-19

Offered by:		
Seconded by:		<u> </u>
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION AUTHORIZING PURCHASE OF EQUIPMENT –TOWN OF CARMEL HIGHWAY DEPARTMENT

RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the purchase of a 2005 Bomag BW120AU-4 Roller from Cricket Construction, Mahopac, NY in an amount not to exceed \$19,500.00.

BE IT FURTHER RESOLVED, that Town Comptroller MaryAnn Maxwell is hereby authorized to make all budgetary transfers necessary to effect this authorization and purchase.

Offered by:		
Seconded by:		· · · · · · ·
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR PURCHASE OF BULK DIESEL FUEL TOWN OF CARMEL HIGHWAY DEPARTMENT

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the award of bid contract for purchase of bulk diesel fuel for the Town of Carmel Highway Department for the period commencing August 31, 2018 through August 26, 2021, under NYS Office of General Services Contract No. PC68208, Group #5602, Award #23094.

Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		

RESOLUTION CONSENTING TO REMOVAL OF LITIGATION

RESOLVED that the Town Board of the Town of Carmel hereby consents that the litigation entitled "Jessica Gondolfo et al. vs. Town of Carmel et al.", as currently pending in Putnam County Supreme Court under Index No. 501385/2020, be removed to the United States District Court, Southern District of New York pursuant to Title 28 United States Code §1441(a).

Resolution		
Offered by:		
Seconded by:		
Roll Call Vote	<u>YES</u>	<u>NO</u>
Robert Schanil		
Michael Barile		
Frank Lombardi		
Suzanne McDonough		
Kenneth Schmitt		



October 28, 2020 Work Session Agenda Item #1 MAHOPAC VOLUNTEER FIRE

DEPARTMENT



Chief James Stasiak

First Assistant Chief Andrew Roberto

Second Assistant Chief Gabriel Rivera

Post Office Box 267 Mahopac, NY 10541

Fire Headquarters 741 Route Six

Emergency Dial 911

Phone: (845) 628-3160 chief@mahopacvfd.com Fax: (845)628-2174

Carmel Town Clerk 60 McAlpin Ave Mahopac, NY 10541

The Mahopac Volunteer Fire Department has added the following person(s) to our department. We would respectfully request to add the following:

Sabrina I Selca, Mahopac NY 10541

If you could also remove from the records due to going exempt:

John Palushevic

Respectfully submitted

Brian Lena Correspondence Secretary Mahopac Volunteer Fire Department.

TOWN OF CARMEL DEBT FUNDS/ CAPITAL BUDGET REVISIONS SEPTEMBER - OCTOBER 2020 #2020/03

October 28, 2020 Work Session Agenda Item #2

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
HIGHWAY FUN	ID.				
IIIGIIWAI I ON	<u> </u>				
1	500.5112.0020	PROJECT EXPENDITURES		6,500.00	
	500.5112.0012	PROJECT OVERTIME			3,000.00
	500.5112.0082	PROJECT FICA/MED COST			3,500.00
		- TRANSFER FOR CHIPS HIGHWAY PROJECT COSTS			
OFNEDAL DE	T FUND				
GENERAL DEE	I FUND				
2	810.9730.0061	BAN PRINCIPAL - DRAINAGE		145,000.00	
	810.1989.9909	APPROPRIATED FUND BALANCE	*	145,000.00	
		- PROVIDE FOR BAN PRINCIPAL PAYMENT		110,000.00	
ALL WATER D	ISTRICT OPERATI	NG FUNDS			
3	601.9903.0099	TRANSFER TO DEBT FUND		20,000.00	
	602.9901.0099	TRANSFER TO DEBT FUND		346,000.00	
	603.9901.0099 604.9901.0099	TRANSFER TO DEBT FUND TRANSFER TO DEBT FUND		80,000.00 30,000.00	
	604.9901.0099	TRANSFER TO DEBT FUND		10,000.00	
	607.9901.0099	TRANSFER TO DEBT FUND		28,000.00	
	608.9901.0099	TRANSFER TO DEBT FUND		50,000.00	
	609.9901.0099	TRANSFER TO DEBT FUND		28,000.00	
	610.9901.0099	TRANSFER TO DEBT FUND		18,000.00	
	612.9901.0099	TRANSFER TO DEBT FUND		27,000.00	
	613.9901.0099	TRANSFER TO DEBT FUND		20,000.00	
	614.9901.0099	TRANSFER TO DEBT FUND		18,000.00	
	601.8310.9909	APPROPRIATED FUND BALANCE	*	20,000.00	
	602.8310.9909	APPROPRIATED FUND BALANCE	*	346,000.00	
	603.8310.9909 604.8310.9909	APPROPRIATED FUND BALANCE APPROPRIATED FUND BALANCE	*	80,000.00	
	605.8310.9909	APPROPRIATED FUND BALANCE	*	30,000.00 10,000.00	
	607.8310.9909	APPROPRIATED FUND BALANCE	*	28,000.00	
	608.8310.9909	APPROPRIATED FUND BALANCE	*	50,000.00	
	609.8310.9909	APPROPRIATED FUND BALANCE	*	28,000.00	
	610.8310.9909	APPROPRIATED FUND BALANCE	*	18,000.00	
	612.8310.9909	APPROPRIATED FUND BALANCE	*	27,000.00	
	613.8310.9909	APPROPRIATED FUND BALANCE	*	20,000.00	
	614.8310.9909	APPROPRIATED FUND BALANCE	*	18,000.00	
		- PROVIDE FOR TRANSFER TO DEBT FUND FOR WATER METER	PROJI	ECT	
NII WATER R	ICTRICT DEDT FIL	NDC			
ALL WATER D	ISTRICT DEBT FU	<u>NDS</u>			
4	861.9730.0060	BAN PRINCIPAL		20.000.00	
7	862.9730.0060	BAN PRINCIPAL		346,000.00	
	863.9730.0060	BAN PRINCIPAL		80,000.00	
	864.9730.0060	BAN PRINCIPAL		30,000.00	
	865.9730.0060	BAN PRINCIPAL		10,000.00	
	866.9730.0060	BAN PRINCIPAL		20,000.00	
	867.9730.0060	BAN PRINCIPAL		28,000.00	
	868.9730.0060	BAN PRINCIPAL		60,000.00	
	869.9730.0060	BAN PRINCIPAL		38,000.00	
	860.9730.0060	BAN PRINCIPAL		18,000.00	
	887.9730.0060 883.9730.0060	BAN PRINCIPAL BAN PRINCIPAL		27,000.00 20,000.00	<u> </u>
	884.9730.0060	BAN PRINCIPAL BAN PRINCIPAL		23,000.00	
	861.8310.5031	TRANSFER FROM OPERATING FUND	*	20,000.00	
	862.8310.5031	TRANSFER FROM OPERATING FUND	*	346,000.00	
	863.8310.5031	TRANSFER FROM OPERATING FUND	*	80,000.00	
	864.8310.5031	TRANSFER FROM OPERATING FUND	*	30,000.00	
	865.8310.5031	TRANSFER FROM OPERATING FUND	*	10,000.00	
	867.8310.5031	TRANSFER FROM OPERATING FUND	*	28,000.00	
	868.8310.5031	TRANSFER FROM OPERATING FUND	*	50,000.00	
	869.8310.5031	TRANSFER FROM OPERATING FUND	*	28,000.00	
	860.8310.5031	TRANSFER FROM OPERATING FUND	*	18,000.00	

TOWN OF CARMEL DEBT FUNDS/ CAPITAL BUDGET REVISIONS SEPTEMBER - OCTOBER 2020 #2020/03

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION		INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS	
	887.8310.5031	TRANSFER FROM OPERATING FUND	*	27,000.00		
	883.8310.5031	TRANSFER FROM OPERATING FUND	*	20,000.00		
	884.8310.5031	TRANSFER FROM OPERATING FUND	*	18,000.00		
	866.8310.9909	APPROPRIATED FUND BALANCE	*	20,000.00		
	868.8310.9909	APPROPRIATED FUND BALANCE	*	10,000.00		
	869.8310.9909	APPROPRIATED FUND BALANCE	*	10,000.00		
	884.8310.9909	APPROPRIATED FUND BALANCE	*	5,000.00		
		- PROVIDE FOR BAN PRINCIPAL PAYMENT FOR WATER METER F	PROJE	СТ		
5	863.9730.0070	BAN INTEREST		1,346.00		
-	884.9730.0070	BAN INTEREST		206.00		
	887.9730.0070	BAN INTEREST		136.00		
	863.8310.2710	PREMIUM ON BAN SALE	*	1,346.00		
	884.8310.2710	PREMIUM ON BAN SALE	*	206.00		
	887.8310.2710	PREMIUM ON BAN SALE	*	136.00		
		- PROVIDE FOR BAN INTEREST PAYMENT FOR WATER METER P	ROJE	CT T		
6	883.9710.0060	BOND PRINCIPAL		5.000.00		
	883.9710.0070	BOND INTEREST		0,000.00	5,000.00	
	000.01 10.0010	- TRANSFER FOR BOND PRINCIPAL PAYMENT			0,000.00	
WD 1 2 3 9 1	 0.13.14.CΔΡΙΤΔΙ Ρ	PROJECT FUND				
, , , , , ,	0,13,14 CAPITAL P			4,000,00		
7	960-8310-0044	PROJECT ENGINEERING		4,368.00		
, , , , , ,	960-8310-0044 961-8310-0044	PROJECT ENGINEERING PROJECT ENGINEERING		2,061.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044	PROJECT ENGINEERING PROJECT ENGINEERING PROJECT ENGINEERING		2,061.00 76,700.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044	PROJECT ENGINEERING PROJECT ENGINEERING PROJECT ENGINEERING PROJECT ENGINEERING		2,061.00 76,700.00 3,800.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044	PROJECT ENGINEERING PROJECT ENGINEERING PROJECT ENGINEERING PROJECT ENGINEERING PROJECT ENGINEERING		2,061.00 76,700.00 3,800.00 10,500.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044	PROJECT ENGINEERING		2,061.00 76,700.00 3,800.00 10,500.00 2,867.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044	PROJECT ENGINEERING		2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING	*	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING PROCEEDS OF BORROWING	*	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710 961.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING PROCEEDS OF BORROWING PROCEEDS OF BORROWING	*	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00 76,700.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710 961.8310.5710 963.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING	* * *	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00 76,700.00 3,800.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710 961.8310.5710 963.8310.5710 969.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING	* * * * *	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00 76,700.00 3,800.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710 961.8310.5710 963.8310.5710 969.8310.5710 983.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING	* * * * * *	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00 76,700.00 3,800.00 10,500.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710 961.8310.5710 963.8310.5710 969.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING	* * * * *	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00 76,700.00 3,800.00		
, , , , , ,	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710 961.8310.5710 963.8310.5710 969.8310.5710 983.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING	* * * * * *	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00 76,700.00 3,800.00 10,500.00		
7	960-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710 961.8310.5710 963.8310.5710 969.8310.5710 983.8310.5710 984.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING	* * * * * *	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00 76,700.00 3,800.00 10,500.00		
7	960-8310-0044 961-8310-0044 962-8310-0044 962-8310-0044 963-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710 961.8310.5710 962.8310.5710 969.8310.5710 983.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING PROVED BORROWING	* * * * * *	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00 76,700.00 3,800.00 10,500.00 29,300.00		
7	960-8310-0044 961-8310-0044 961-8310-0044 962-8310-0044 963-8310-0044 969-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710 961.8310.5710 963.8310.5710 963.8310.5710 983.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING OTHER PROJECT ENGINEERING COSTS FROM PROVED BORROWING	* * * * * *	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00 76,700.00 3,800.00 10,500.00		
7	960-8310-0044 961-8310-0044 962-8310-0044 962-8310-0044 963-8310-0044 983-8310-0044 984-8310-0044 960.8310.5710 961.8310.5710 962.8310.5710 969.8310.5710 983.8310.5710	PROJECT ENGINEERING PROCEEDS OF BORROWING PROVED BORROWING	* * * * * *	2,061.00 76,700.00 3,800.00 10,500.00 2,867.00 29,300.00 4,368.00 2,061.00 76,700.00 3,800.00 10,500.00 29,300.00	5,000.00	

October 28, 2020 Work Session Agenda Item #3

TOWN OF CARMEL "PROPOSED" ADOPTED USER SERVICE FEES -- FISCAL YEAR 2021

FFF DEGODIDATION	ADOPTED 2020 USER FEES	"PROPOSED" 2021 USER FEES	
FEE DESCRIPTION	ADOPTED 2020 USER FEES	PROPOSED 2021 USER FEES	
TOWN CLERK'S OFFICE			
Certification:			
Gertinication.			
Registrar's Certification (Birth/Death)	10.00	10.00	
Town Clerks Certification (Marriage/Other)	10.00	10.00	
	10.00		
Genealogy Fee Schedule:	1 - 3 years - \$22.00	1 - 3 years - \$22.00	
	4 - 10 years - \$42.00	4 - 10 years - \$42.00	
	11 - 20 years - \$62.00	11 - 20 years - \$62.00	
	21 - 30 years - \$82.00	21 - 30 years - \$82.00	
	31 - 40 years - \$102.00	31 - 40 years - \$102.00	
	41 - 50 years - \$122.00	41 - 50 years - \$122.00	
	51 - 60 years - \$142.00	51 - 60 years - \$142.00	
	61 - 70 years - \$142.00	61 - 70 years - \$142.00	
Copies:	01 - 70 years - \$162.00	01 - 70 years - \$162.00	
Copies of Town Ordinance or Other Documents - Per Page	0.25	0.25	
Facsimile/Fax - Per Page	2.00	2.00	
racsimile/rax - Per Page	10.00/15.00	10.00/15.00	
Map (Zoning, Election, Other) - Black & White/Color USB Flash Drive	10.00/15.00		
USB Flash Drive		10.00	New Fee
Licenses:			
Auctioneering License - Annual	300.00	300.00	
Auctioneering License - One Day	150.00	150.00	
Annual Dog License Fee - spayed/nuetered	7.50	7.50	
Annual Dog License Fee - unspayed/un-nuetered	15.50	15.50	
Garbage Carting License - Renewal *	2,000.00	2,000.00	
Garbage Carting License - NEW *	2,500.00	2,500.00	* Plus \$150 per truck inspection annually
Marriage License	40.00	40.00	
Marriage License - Active Duty Members of US Armed Forces	waived	waived	
Miscellaneous:			
Cemetery Grave Marker - Each	100.00	100.00	
Dog Pick-Up	-	-	
Dog Shelter Fee - First Impoundment	25.00	25.00	+ 20.00 Each Additional 24 Hours
Second Impoundment - within one year	50.00	50.00	+ 20.00 Each Additional 24 Hours
Third Impoundment - within one year	60.00	60.00	+ 20.00 Each Additional 24 Hours
Subsequent Impoundment - within one year	70.00	70.00	+ 20.00 Each Additional 24 Hours
Petition to Amend Zoning Ordinance	5000.00	5000.00	
Permits:			
Canvassing/Soliciting Permit - 3 Months	25.00	25.00	
Public Assembly Permit - Each Event	200.00	200.00	
Sound Amplification Permit Commercial	100.00	100.00	
Sound Amplification Permit Residential	50.00	50.00	
Town Code:	50.50	55.55	
Annual Town Code Book Supplement	75.00	75.00	
Code Book	598.00	598.00	
	330.00	390.00	

FEE DESCRIPTION	ADOPTED 2020 USER FEES	"PROPOSED" 2021 USER FEES	
POLICE DEPARTMENT			
Accident Report - Business	0.25	0,25	per page
Accident Report - Personal	0.25	0,25	per page
Finger Printing Service - Non Residents - Per Person	100.00	100.00	F - F - G -
Photograph	20.00	20.00	per photo
Police Special Escort Service - Per Hour	-	-	
Special Event or Special Services - Per Hour	-		
CD of Photographs from Casefile	50.00	50.00	
Tow Application Fee	250.00		Annual Application Fee
Vehicle Impound Fee	100.00	100.00	per vehicle
ALARM ORDINANCE			
Alarm Permit - 1 Year - Residential & Commercial	40.00	40.00	
One False Alarm	-		
Two False Alarms	-	-	* All alarm fees: 10% of outstanding balance after 90 days past due.
Three False Alarms	50.00	50.00	All did ill 1663. 10 % of odistanding balance after 30 days past due.
Four False Alarms	100.00	100.00	
Five False Alarms	500.00	500.00	
Six-Nine False Alarms	750.00	750.00	
Ten or more False Alarms	1,000.00	1,000.00	
HIGHWAY DEPARTMENT			
Driveway Bond - "Refundable"	750.00	750.00	
Driveway Permit - Includes two Inspections	215.00	215.00	
Road Opening Bond - "Refundable" - Entire Road	5,000.00	5,000.00	
Road Opening Bond - "Refundable" - Half Road	2,500.00	2,500.00	
Road Opening Permit	500.00	500.00	
		<u> </u>	

User Fee Schedule 2021 2

FEE DESCRIPTION	ADOPTED 2020 USER FEES	"PROPOSED" 2021 USER FEES	
PARKS & RECREATION DEPARTMENT			
Camp:			
Playground Camp	500.00	500.00	Non-Resident \$960.00
* Early Bird Registration Fee - Playground Camp	450.00	450.00	Non-Resident \$860.00
Primary Camp [9:30 AM to 2:30 PM]	550.00	550.00	Non-Resident 1,060.00
* Early Bird Registration Fee - Primary Camp	500.00	500.00	Non-Resident \$960.00
Primary Camp Extended Day [2:30 PM to 4:30 PM]	200.00	200.00	
Classes/Lessons:			
Additional Swimming Lessons	\$75		Residents only
Adult Classes	\$70.00 - \$325.00		* plus \$35.00 non residents
CPR Review	\$75		Non-Resident \$110.00
Lifeguard Training Aid/Safety	\$380.00		Non-Resident \$415.00
Lifeguard Training Review	\$195.00		Non-Resident \$230.00
Youth Classes	FREE - \$180.00	FREE - \$180.00	* plus \$35.00 non residents
RTE - Responding to Emergencies	225.00		Non-Resident \$260.00
Swimming Lessons Including Permit	145.00	145.00	Residents only
Tennis Lessons - 6 One Hour Sessions	75.00	75.00	Non-Resident \$110.00
Tennis Lessons - 8 One Hour Sessions	95.00	95.00	Non-Resident \$130.00
Facilities Rental:			
Ballfield Rental - 2 Hour Limit	\$150.00/\$250.00 w/lights	\$150.00/\$250.00 w/lights	
Boat Rental Fee	5.00	5.00	
Civic Building Rental/Pavilion	200.00	200.00	+Supervisor Hourly Rate
Group Picnic	150.00	150.00	Residents Only
Private Building Rental	300.00	300.00	+Supervisor Hourly Rate
Sycamore Park Concession [Seasonal]	3,500.00	3,500.00	
ID/Permits: "Residents Only"			
Lake Access Card	50.00	50.00	
Family Beach Day Pass	20.00	20.00	
Adult Swimming Permit	100.00	100.00	
Daily Adult Beach Fee	8.00	8.00	
Daily Adult Guest Beach Fee	10.00	10.00	
Daily Youth Beach Fee	7.00	7.00	
Daily Youth Guest Beach Fee	9.00	9.00	
Family Swimming Permit	200.00	200.00	
Family Tennis Permit	80.00	80.00	
Resident Registration Fee	6.00	6.00	
Senior Resident Registration Fee	No charge	No charge	
Nanny Registration Fee	12.00	12.00	
Nanny Swim Permit	100.00	100.00	
Individual Tennis Permit	50.00	50.00	
Tennis Guest Fee	6.00	6.00	
Youth Swimming Permit	80.00	80.00	
Dog Park:			
Sycamore Dog Park User Fee - Resident	30.00		Annual
Sycamore Dog Park User Fee - Non-Resident	80.00	80.00	Annual
Vendor Space Fee		\$20.00 - \$1,000.00	New Fee
Cancellation Processing Fee		25% of program fee	New Fee

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FEE DESCRIPTION	ADOPTED 2020 USER FEES	"PROPOSED" 2021 USER FEES	
BUILDING & CODES DEPARTMENT			
Accessory Apartment Permit	1,000.00	1,000.00	
Bed & Breakfast Special Application	1,000.00	1,000.00	
Building Permits Flat Rate PLUS Estimated Cost of Construction	50.00		Flat Rate PLUS
Estimated Cost of Construction Calculated as:	12.00		per \$1,000 Calculated Estimated Cost
Residential New construction	100.00		per sq. ft.
Residential Finish existing space to living space	20.00		per sq, ft.
Commercial	150.00		per sq. ft.
Commercial - Garage	75.00 - 80.00	75.00 - 80.00	
Decks	35.00		per sq. ft.
Garage Shed	75.00 25.00		per sq. ft. per sq. ft.
Certificates of Compliance	80.00/150.00		Residential/Commercial
Certificates of Occupancy	80.00/150.00		Residential/Commercial
Excavation or Fill Permit for the first 2,000 cubic yards	200.00		Plus \$100 for each additional 1.000 CY
Inspection Fee for Clearance of Title Search Violation	50.00		Each Inspection
Mother/Daughter Permit	400.00	400.00	Lacri inspection
Plumbing Permit Per Fixture	15.00 each		\$75.00 minimum fee
Plumbing/ Air Conditioning Inspection	10.00 64611	10.00 each	W 2000 Hillimitatii 166
Re-Inspection Fee When Inspection Requested but Job Not Ready	100.00	100.00	Paid in Advance of 2nd Inspection
Sign Permit	150.00	150.00	. www.nocon.anapouton
Swimming Pool Permit - Above Ground	150.00	150.00	
Swimming Pool Permit - In Ground	300.00	300.00	
HVAC Fee	50.00		Flat Rate plus
	10.00		per \$1.000 Estimated Cost of Installation
Title Search	175.00/325.00	175.00/325.00	Residential/ Commercial + \$100 per establishment
Zoning Letter	100.00	100.00	
Outdoor Dining Annual Fee	100.00		Annual Fee
Outdoor Dining (fee per 10 or more seats)	+ 50.00/up to 10 seats	+ 50.00/up to 10 seats	An add'l \$50.00 for 11 or more seats
Fire Inspection: Multifamily / Commercial	150.00 / 100.00	150.00 / 100.00	Commercial \$100 per establishment
Blasting Permit	300.00	300.00	per month
Operational Permits *	100.00	100.00	
* (NYSDOS requires towns to issue permits for storage of certain materials and certain uses)			
Netwel Cool hamostions			
Natural Gas Inspections Residential	50.00	F0 00	(5 Fixtures) \$10 each additional
Commercial	100.00		(5 Fixtures) \$20 each additional
Liquid Propane Gas Inspections	100.00	100.00	(2 Fixtures) \$20 each additional
Residential	50.00	E0 00	(5 Fixtures) - \$10 each additional
Commercial	100.00		(5 Fixtures) - \$10 each additional
- Commercial	100.00	100.00	יייייייייייייייייייייייייייייייייייייי
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FEE DESCRIPTION	ADOPTED 2020 USER FEES	"PROPOSED" 2021 USER FEES	
I LE BESCRIFTION	ADOI 125 2020 COLKT 220	TROTOGED ZGZT GOZRT ZZG	
ENVIRONMENTAL CONSERVATION REVIEW BOARD			
ECB Wetlands Marker	15.00	15.00	
Permit Renewal/Extension Fee	75.00		For each one year permit renewal/extension;
Application Withdrawal	50.00	50.00	- C. Cuch one your permit enemalistics.
Letter of Maintenance	75.00	75.00	
Letter of Permission (In lieu of application)	150.00	150.00	
Major Interagency Review - Over 5 Acres - Per Acre or Part Thereof	60.00	60.00	Total Wetland Include. 100' Control Area (per acre)
Minor Interagency Review - Up to 5 Acres - Per Acre or Part Thereof	50.00		Total Wetland Include. 100' Control Area (per acre)
Private Consultation/Conference with Wetland Inspector Per Hour	175.00	175.00	,
Public Hearing	minimum \$150.00 or cost	minimum \$150.00 or cost	
SEQR - DEIS	1%	1%	of Bond
Site Plan Inspection - Single Lot - Per Acre or Part Thereof	300.00	300.00	Total Wetland Include. 100' Control Area (per acre)
Subdivision Plan Inspection - Per Acre or Part Thereof	300.00		Total Wetland Include. 100' Control Area (per acre)
Tree Cutting - Up to 5 Acres	500.00		Escrow to be determined by Professional Forester
Tree Cutting - 5 to 25 Acres	1,000.00		Escrow to be determined by Professional Forester
Tree Cutting - Over 25 Acres	1,500.00	1,500.00	Escrow to be determined by Professional Forester
Minor Wetland Permit Application - for projects disturbing up to 1,000 sq ft in the 100 ft			
buffer area.	225.00	225.00	
* Escrow Fee for Minor Project	500.00	500.00	
Major Wetland Permit Application - for projects disturbing 1,000 sq ft or greater in the 100 ft			*plus \$100 for each add't 1,000 sq ft disturbance (or part thereof) in the 100 ft
buffer area or any disturbance in the buffer.	500.00	500.00	buffer. Maximum fee \$1,000
* Escrow Fee for Major Project	2,500.00	2,500.00	*as determined by the Town's Wetland Inspector
Wetland Determination for Health Dept	200.00	200.00	
Floodplain Permit Fee	minimum \$250.00	minimum \$250.00	maximum \$500
ZONING BOARD OF APPEALS			
280A Exemption	400.00	400.00	
Accessory Apartment Application	250.00	250.00	
Application Withdrawal	100.00	100.00	
Area Variance Application	200.00	200.00	
Bed and Breakfast Special Permit Application	400.00	400.00	
Interpretation of Ordinance	400.00	400.00	
Use Variance Application	400.00	400.00	
Computer address labels for variance mailing	50.00	50.00	
NOTIFICATION SIGN	50.00	50.00	per sign
PLANNING BOARD			
PLANNING SUBDIVISION FEES:			
Sketch fee	1.000.00	1 000 00	One time fee
Preliminary Fees	1,000.00	1,000.00	One time ree
Major Subdivision	5,000.00	5,000,00	Plus \$950 per lot
Minor Subdivision	3,500.00		Plus \$950 per lot
"Extension of Preliminary Sub-division"	1.000.00	1,000.00	i ida yaaa pai iat
Final Fees:	1,000.00	1,000.00	
Amendment to Final Plat	2.500.00	2,500.00	
Major Subdivision	2,500.00		Plus \$750 per lot
Minor Subdivision	2,500.00		Plus \$750 per lot
Re-approval of Final Approval	2,500.00		(Does not include SEQR fees)
Extension of final approval	2.000.00	2,000.00	(2000 Hot Hotale Obalt 1000)
	2,500.00	2,000.00	
OPEN DEVELOPMENT REVIEW FEE	3,500.00	3,500.00	
LOT LINE ADJUSTMENT FEE	3,500.00	3,500.00	
	,		

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FEE DESCRIPTION	ADOPTED 2020 USER FEES	"PROPOSED" 2021 USER FEES	
SITE PLAN FEES:		T	ſ
Commercial Site Plan Flat Rate PLUS Parking Spaces	2,000.00		Plus \$100 per Parking Spaces
Residential Site Plan Flat Rate PLUS Unit Fee	3,000.00		PLUS \$500 per Dwelling Unit
Residential Site Flati Flat Rate FLOS Offit Fee	3,000.00		PEGS \$500 per Dwenning offic
Amendment to Previous Approved Site Plan with no new parking spaces	3,000.00		
Amendment to Previous Approved Site Plan with new parking spaces	3,000.00		Plus \$100 per Parking Spaces
Re-grant of Site Plan Approval	3,000.00		
Extension of Site Plan Approval	2,000.00		
ODECIAL CITE DI AN EFEC			
SPECIAL SITE PLAN FEES	4 000 00		
Boat House/Bathhouse	1,000.00		
Parking Lot	1,000.00		
Pools/Tennis Courts/ Playgrounds	1,000.00		
Residential Barns	1,000.00		
Residential Dock	1,000.00		
Residential Horse Riding Ring	1,000.00		
Home Office	1,000.00		
LANDFILL, SURFACE GRADING,& OTHER EXCAVATION	+ +		
Up to 2 Acres	300.00		
From 2 to 5 Acres	600.00		
Over 5 Acres	900.00		Plus \$40.00/Acre
ARCHITECTURAL REVIEW			
New Commercial Structure Review	300.00		
Modification to Existing Commercial Structure Review	200.00		
Other Structure or Sign Review	100.00		
Single Family Residential Structure Review	150.00		
Two or More Family Residential Structure Review	150.00		Plus 50.00 each Additional Unit over two
PLANNING/MISCELLANEOUS FEES:			
Engineering Fee (Site Plans & Subdivisions) - Technical Review and Construction Inspections	5%		% of Bond Amount
Public Hearings Including Bond Returns and Reductions	175.00		Per Hearing
Planning Board SEQR Escrow Fees - DEIS	2.00%		Not to exceed 2% of Project Value
Planning Board SEQR Escrow Fees - FEIS	2.00%		Not to exceed 2% of Project Value
			,
Recreation Fee in Lieu of Parklands	8,500.00		Per Residential Lot
			Per Dwelling/Apartment for site plan with approvals originating prior to
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	3,500.00		12/31/15
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	6,500.00		Per Dwelling/Apartment for site plan with approvals originating after 1/1/16
Recreation Fee Multi Family Developments	7,000.00		Per Dwelling
Computer address labels	50.00		Lei Dweiling
NOTIFICATION SIGN	50.00		nav alam
NUTIFICATION SIGN	50.00		per sign
4 1 1	<u> </u>		

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FEE DESCRIPTION	ADOPTED 2020 USER FEES	"PROPOSED" 2021 USER FEES	
DEPARTMENT MISCELLANEOUS TOWN SERVICES:			
Computer Labels	0.05		Each Label - 5.00 Minimum
Computer Report of Tax Parcels	0.25		Per Page - 5.00 Minimum
Copies of Plans/Maps - 24" x 36"	10.00		
Copies of Records/Documents	0.25		Per Page
Mail Reminder Notices	2.00	-	
Returned Deposited Bad Check - Each Item	20.00	 	
Tax or Record Search and Copy	5.00		
Tax or Record Search and Copy with Letter Floodplain Permit	10.00 250.00		
Banner Permit Fee (non-waivable)	400.00	 	* Foo few cook homes issued under normit. Deviced 4/2015
Banner Permit Fee (non-waivable)	400.00		* Fee for each banner issued under permit - Revised 4/2015
SPECIAL DISTRICTS			
<u> </u>	1		
PARK DISTRICTS:			
Building Rental - District Resident	150.00		
Building Rental - Non-District Resident	N/A		
Building Rental Deposit - "Refundable"	150.00		
Building Rental Cleaning Fee	100.00		
SEWER DISTRICTS:			
Sewer System Service Application, including one inspection	250.00		Residential
(where Street Lateral to Curb Line exists)	500.00		Commercial
Sewer System Connection Additional Inspection - Each Inspection	50.00		
Source Cludge Dumning Foo cook 4000 gellens	200.00		
Sewer Sludge Dumping Fee, each 1000 gallons	200.00	 	
Out of District Application Fee - Residential	2,500.00	3,500.00	
Out of District Application Fee - Commercial	3,500.00	4,500.00	
	5,555.55	4,000.00	
Pretreatment Permit Exceedence Surcharge		500.00	New Fee
	1		
WATER DISTRICTS:			
Water System Service Application, including one inspection	250.00		Residential
(where water line curb box exists)	500.00		Commercial
Water System Connection Additional Inspection - Each Inspection	50.00		
New Water Meter & Installation - 3/4" Meter	325.00		
New Water Meter Purchase	275.00		
All Others	Quote	 	
Water Meter Replace Due To Customer's Damage	***At Replacement Cost***	 	plus 15%
		1	* If test shows the meter failed no cost; if test shows meter functions
Water Meter Test, by written request of consumer	200.00		then fee applies
Water service turned on or off	50.00		
Water sprinkler tap - Annual Fee	200.00		
Final Bill Fee	35.00		
Bulk Water Sales	10 times the normal in district rate		Minimum fee \$300.00
Out of District Application Fee - Residential	2,500.00	3,500.00	
Out of District Application Fee - Residential Out of District Application Fee - Commercial	3,500.00	4,500.00	
• • • • • • • • • • • • • • • • • • • •	,	4,500.00	
Water Bill Adjustment from Estimate to Actual	25.00 after 2nd adjustment		
Manual read meter and process usage for meters that have not been upgraded		\$250.00 Residential/\$500.00 Commercial	New Fee - Billed Semi-Annual
Install Meter Pit at Residence/Business		****Repalcement Cost****plus 25%	New Fee
instan Meter Fit at Residence/Business			
IIIStall Weter Fit at Residence/Dusiness			

User Fee Schedule 2021 7

October 28, 2020 Work Session Agenda Item #4

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

RF)

Date: October 20, 2020

Re: CSD #2 Microfiltration Feed Pump

Inframark, the operators for Carmel Sewer District # 2 (CSD 2), has advised the Engineering Department (Department) that the microfiltration feed pump shaft and bearing assembly within the pump has seized. It has been determined that the costs to remove, rebuild, transport to/from the site, and install were very close to what would cost if a new unit were to be purchased.

There are three (3) microfiltration pumps at CSD 2. The system operates with two (2) pumps in service. The first pump acts as the lead and the second pump will turn on when flows increase or a backwash cycle initiates. Currently there are only two (2) pumps in operation at the plant.

Inframark requested and received the following quotes for purchase and installation of a new feed pump:

•	All Makes Pump & Motor Repair Inc.	\$23,258.00
•	Emmons Metro LLC.	\$23,550.00
•	S.B Church	\$23,800.00
•	TAM Enterprises Inc.	\$44,074.00

At the moment the system currently does not have redundancy to move water throughout the plant another pump fails. With only two (2) feed pumps in service, this Department has determined that that having the third pump out of service places the Town in jeopardy of noncompliance and a violation of our State Pollution Discharge Elimination System (SPDES) Permit. The potential failure of this pump constitutes and emergency. This Department authorized Inframark to make this purchase.

This Department spoke with the Town of Carmel Comptroller and per the attached there are sufficient funds in the CSD 2 budget for this work and that a budget transfer will be required.

This Department requests that the Town Board authorize the purchase and installation pump of this new from All Makes Pumps at cost of \$23,258.00.



TOWN OF CARMEL

ENGINEERING

REQUEST FOR PURCHASE OR REPAIR

District: 2 Microfiltration

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

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

Date of Request: 10/13/2020

Item requested: Simflo Vertical Turbine Pump Replacement

Purpose of item: Primary feed pump for the microfiltration plant.

Estimated age of equipment to be replaced / repaired: 13 years

Estimated life expectancy of new equipment / repair: Rebuilds should be done once every 7-10 years

Labor cost for installation and/or repair: N/A

Vendor #1 : TAM Enterprices Inc.Cost: \$44,074.00Vendor #2: Emmons Metro LLC.Cost: \$23,550.00Vendor #3: All Makes Pump & Motor Repair Inc.Cost: \$23,258.00Vendor #4: S.B ChurchCost: \$23,800.00

All Makes Pump & Motor Repair Inc.

1735 Front Street Yorktown Hts., NY 10598

Ph: 914-243-3645 Fax: 914-243-3661

7/30/2020	18-1940

Date

QUOTATION

Estimate #

CUSTOMER	
Town of Carmel Engineering Dept.	
60 McAlpine Ave	
Mahopac NY 10541	

		Terms	Rep	Delivery	Job
		Net 30	BD	3 Weeks	Dist #2 Microf
Qty	Description			Unit Price	Total
1	SIMFLO Vertical Turbine Pump 860 GPM 131' TDH 1800 RPM 38.6 NOL H LOT PRICE FOR BELOW LISTED ITEMS MAKEUP: 2 STAGE SL12H COMPLETE ASSEMBLY ~8.69" TRIM 8" BUTT DISCHARGE SUCTION BELL 1-11/16" 10 THREAD STICKUP 10" CONSISTS OF: CAST IRON PORCELAIN BOWLS, BRONZE & RUBBER BEARING,NICKEL ALUMINUM BRONZ 416SS SHAFT, 304SS COLLETS, 304SS BOLTING, 304SS BOWL SHAFT OF 1 13-7/8" BOLT ON BASKET STRAINER STAINLESS SCREEN 8" X 1-11/16" PRODUCT LUBE THREAD ASSEMBLY CONSISTS OF: .277 WALL A53-B BUTT COLUMN PIPE, C1045 SHAFT, 304SS	S: SHORT SE SHORT SE ENAMEL SE IMPELL COUPLING WITH ED COLUI	LINED ERS,		11,463.00
				Total	

Signature

All Makes Pump & Motor Repair Inc.

1735 Front Street Yorktown Hts., NY 10598

Ph: 914-243-3645 Fax: 914-243-3661

QU	OTA	ATI	ON
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Date	Estimate #
7/30/2020	18-1940

CUSTOMER	
Town of Carmel Engineering Dept. 60 McAlpine Ave Mahopac NY 10541	

		Terms	Rep	Delivery	Job
		Net 30	BD	3 Weeks	Dist #2 Microf
Qty	Description			Unit Price	Total
1	SLEEVES, 304SS COUPLINGS, 304SS DEWITH RUBBER INSERTS SPC8 WATER LUBE DISCHARGE HEAD CONSISTS OF: 1-11/16" MOTOR SHAFT PRODUCT LUBE PACKING GLAND ASSEMBLY, SAFETY GUARDS, FOUND 40 HP NIDEC VHS ELECTRIC MOTOR 1460 VOLT NRR WP-1 INVERTER DUTY PREMIUM EFFICIEN 1-11/16" CLUTCH Shipping - Incoming freight Labor (3 men for 16 hours) to remove existiturbine and 40HP hollow shaft motor and in test new pump and motor) , 1-11/16" OATION PI 800 RPM3 Γ HO40V2I	LATE PHASE BLG O vertical	150.00	4,095.00 500.00 7,200.00
				Total	\$23,258.00

Signature		
-----------	--	--



Emmons Metro LLC 453 N Pearl St

Menands, NEW YORK, 12204-1508

Phone: 518-694-0404

Web: www.emmonspump.com

Quote

QT000459 Order No.: 10/12/2020 Order Date:

Delivery Date:

Expiration Date: 11/11/2020 **Customer ID:** NY002703 Currency: USD

BILL	TO:			SHIP TO):		
Tow	n of Carmel			Town o	f Carmel		
60 M	IcAlpin Ave.			11 Old	Route 6		
		Carmel	NY 10512				
United States of America		United	United States of America				
Attn: Engineering Department		Attn: Eı	Attn: Engineering Department				
	CUSTOMER P.O. NO.	Т	ERMS		CON	TACT	
	Arthur	1	Net 30		Robins	son, Nick	
	FOB POINT	SHIPP	ING TERMS		SHI	P VIA	
					Our	Truck	
NO.	ITEM	•	QTY.	UOM	PRICE	DISC.	EXTENDED PRICE
1	SINFLO Q8961: Sinflo pump - Car	rmel primary	1.0000	EACH	16,000.0000	0%	16,000.00

feed P100

NOTE: 860 GPM 131' TDH 1800 RPM 38.6 NOL HP 239.75" TPL 0.00

LOT PRICE FOR BELOW LISTED ITEMS:

MAKEUP: 2 STAGE SL12H COMPLETE SHORT SET ASSEMBLY

~8.69" TRIM

8" BUTT DISCHARGE SUCTION BELL 1-11/16" 10 THREAD STICKUP 10"

CONSISTS OF: CAST IRON PORCELAIN ENAMEL LINED BOWLS, BRONZE & RUBBER BEARING, NICKEL ALUMINUM BRONZE IMPELLERS, 416SS SHAFT, 304SS COLLETS,

304SS BOLTING, 304SS BOWL SHAFT COUPLING

13-7/8" BOLT ON BASKET STRAINER WITH STAINLESS SCREEN 8" X 1-11/16" PRODUCT LUBE THREADED COLUMN ASSEMBLY

CONSISTS OF: .277 WALL A53-B BUTT THREAD COLUMN PIPE, C1045 SHAFT, 304SS SLEEVES, 304SS COUPLINGS, 304SS

DROP IN SPIDERS WITH RUBBER INSERTS SPC8 WATER LUBE DISCHARGE HEAD

CONSISTS OF: 1-11/16" MOTOR SHAFT, 1-11/16" PRODUCT LUBE PACKING GLAND ASSEMBLY, SAFETY GUARDS, FOUNDATION

PLATE

40 HP NIDEC VHS ELECTRIC MOTOR 1800 RPM3 PHASE 460 VOLT NRR WP-1 INVERTER DUTY PREMIUM EFFICIENT

HO40V2BLG 1-11/16" CLUTCH

ADDFRS:

CERTIFIED NON-WITNESS BOWL ASSEMBLY PERFORMANCE TEST: ADDITIONAL 1

WEEK LEAD TIME

TNEMEC N-SERIES COATING: BOWL OD/ COLUMN ID-OD / HEAD ID-OD:

ADDITIONAL 2 WEEK LEAD TIME

LEAD TIME: 2-3 WEEKS

NOTE: QUOTES PRICE DOES NOT INCLUDE FREIGHT

In response to the COVID-19 outbreak and the impact on domestic supply chains, SIMFLO® is unable to guarantee any current or previously quoted lead times. We will work diligently to respond as quickly as possible to any current or future orders in our production facilities.

2 FSBM: Field Service Billable at Prevailing Rate 48.0000 **FACH** 149.0000 0% 7,152.00

NOTE: Quoted 3 men, 2 days pull and replace P100.

Additional parts and labor required to complete scope of work will be billed accordingly.

If job goes under budget, we will adjust labor accordingly as well.

OSHA: Osha Required Confined Space Permit 2.0000 EACH 199.0000 0% 398.00 3

Fee				
	Total Weight (POUNDS):	0	Sales Total:	23,550.00
	Total Volume (GALLON):	0	Freight & Misc.:	0.00
			Less Discount:	0.00
			Tax Total:	0.00
			Total (USD):	23,550.00



49 Great Hill Road, Oxford, CT 06478 Tel: 203.888.2132

October 5, 2020

Email to
Infra Mark
Newburgh, NY
Attention: Arthur Grippo
Email Arthur.Grippo@Inframark.com
Phone 845-541-3904

From Jim Duncan
Email <u>Duncan.James@wseinc.com</u>
Cell 203-627-8006

Re: Pump replacement

Dear Mr. Grippo:

With this email we wish to provide you with our proposal for repairing the 40-horsepower turbine pump at the microfiltration building in Carmel, NY. This is the one to the left of the three, farthest from the closer outside building wall.

We propose to remove the pump assembly and return the discharge head to our shop for cleaning and painting. The stuffing box assembly will also be replaced.

We will provide pump components to match what is shown on the Simflo drawing attached. The motor and motor shaft will be reused.

The pump will be provided with a two stage 12 inch bowl unit for 800 gpm at 131 feet total discharge head, replacement 8 x 1 11/16 column and shaft, a stainless steel basket strainer, epoxy coating on the column and shaft and the bowl unit, and a factory certified performance test.

The cost for the work will be \$23,800. Price quoted does not include repair/replacement of the motor. If desired, we can take the motor to an authorized US Motors repair shop for service as needed at extra cost.

To authorize this work please provide a purchase order made out to Weston & Sampson, CMR Inc dba SB Church, or sign and return below.

Billing will come from the Weston & Sampson office in Reading, MA, and payment in full will be due within 30 days of invoice date.

Thank you for asking us to quote on this project. If you have any questions, please feel free to call. We hope to serve you.

	Very truly yours,
	Jim Duncan
Work described herein is authorized at terr	ms and prices quoted by
Signature	
Print name	-
Representing	
Date	



114 Hartley Road Goshen, NY 10924

Phone: (845)-294-8882 Fax: (845)-294-8883

Bill To

Town of Carmel 60 McAlpin Avenue Mahopac, NY 10541 **Proposal**

Date

Proposal #

8/26/2020

14091

P.O. No.

Terms

Net 30

Qty	Description	Rate	Amount
Propos - Mic	al: ofiltration Feed Pump		
- Rem - Supj	Enterprises Inc. is pleased to quote the following: oval of existing Simflo microfiltration pump. oly & installation of (1) new 40hp National pump rated for 860GPM at 131 T.D.H. includes all necessary labor, equipment, shipping & material.		
	sum of:	44,074.00	44,074.00

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts. Accounts are considered overdue on the 31st day past the invoice date. You will also be liable for all legal and collection fees.

Total

Payments/Credit

\$44,074.00

Customer Signature: _____

Accepted By:

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping Excavation Services • Emergency Sewer By-pass Pumping • Emergency Utility Services

From: <u>Maxwell,Mary Ann</u>

To: Franzetti, Richard; Esteves, Donna

Subject: RE: 10-20-2020- CSD 2 - Microfiltrain feed pump Date: Tuesday, October 20, 2020 4:22:04 PM

Rich there are sufficient funds in the micro filtration operating budget for CSD #2. However we may need to do a budget revision to cover other unexpended funds by year end.

Mary Ann Maxwell

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

From: Franzetti, Richard

Sent: Tuesday, October 20, 2020 4:03 PM

To: Maxwell, Mary Ann <mam@ci.carmel.ny.us>; Esteves, Donna <de@ci.carmel.ny.us>

Subject: 10-20-2020- CSD 2 - Microfiltrain feed pump

Mary Ann

Are there sufficient funds for the purchase of this pump. Amount \$23,258.00. Per Inframark

Good Afternoon Richard,

Regarding the purchase request for the feed pump for the Microfiltration plant.

At the moment we currently do not have redundancy to move water throughout the plant if another pump fails.

Normally 2 pumps are put into service. 1 runs as the lead. While the 2nd pump will turn on when flows increase or a backwash cycle intiates. Which is fairly common during the normal day to day operations.

If another pump fails then the plant will not be able to process water as it was intended to. This would result in a subsequent shutdown/bypass of the Microfiltration plant and non compliance due to our inability to meet our discharge limitations as per our SPDES permit

Thanks

Richard J. Franzetti. P.E, BCEE Town Engineer 60 McAlpin Avenue Mahopac, New York 10541 Phone - (845) 628-1500 ext 181

October 28, 2020 Work Session Agenda Item #5

TOWN OF CARMEL HIGHWAY DEPARTMENT

Carmel Highway Department 55 McAlpin Avenue Mahopac, NY 10541

MICHAEL SIMONE Superintendent of Highways

845.628.7474 FAX 845.628.1471 MSimone@bestweb.net

FROM THE DESK OF: Michael Simone

TO: SUPERVISOR KENNETH SCHMITT

TOWN BOARD

DATE: OCTOBER 20, 2020

RE: REQUEST TO PURCHASE ROAD SALT

I am requesting authorization to purchase road salt from NYS OGS Group #1800 – Award #23212; Contract Period 9/18/20 – 8/31/21; Putnam County Contract #69186 – Champion Salt LLC

> Road Salt Contract Price \$58.13/ton, plus(minus) Fuel Price Adjustment

See attached Contract

cc Comptroller MaryAnn Maxwell Clerk Ann Spofford Deputy Clerk Alice Daly

NYS Office of General Services Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)

Road Salt Pricing Contract Term: September 18, 2020 - August 31, 2021

AWARD	CONTRACT#	COUNTY	CONTRACTOR	PRICE PER TON	TYPE OF SALT
23175	PC68889	ORLEANS	American Rock Salt Co., LLC	\$55.42	Rock
23175	PC68892	oswego	Cargill, Inc.	\$53.44	Rock
23134	PC68230	OTSEGO	Cargill, Inc.	\$65.18	Rock
23212	PC69186	PUTNAM	Champion Salt LLC	\$58.13	Rock
23212	PC69184	QUEENS	Atlantic Salt, Inc.	\$73.00	Rock & Solar
23175	PC68890	RENSSELAER	Apalachee, LLC	\$56,54	Rock
23212	PC69184	RICHMOND	Atlantic Salt, Inc.	\$73.00	Rock & Solar
23212	PC69184	ROCKLAND	Atlantic Salt, Inc.	\$63.00	Rock & Solar
23175	PC68889	ST LAWRENCE	American Rock Salt Co., LLC	\$92.35	Rock
23212	PC69182	SARATOGA	American Rock Salt Co., LLC	\$48,15	Rock
23175	PC68890	SCHENECTADY	Apalachee, LLC	\$56.54	Rock
23134	PC68228	SCHOHARIE	Apalachee, LLC	\$61.70	Rock
23134	PC68230	SCHUYLER	Cargill, Inc.	\$52,49	Rock
23134	PC68230	SENECA	Cargill, Inc.	\$54.47	Rock
23134	PC68227	STEUBEN	American Rock Salt Co., LLC	\$52.45	Rock
23212	PC69184	SUFFOLK	Atlantic Salt, Inc.	\$75.00	Rock & Solar

2 3/18/20



Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Group 01800 - Road Salt, Treated Salt, & Title Emergency Standby Road Salt (Statewide) Classification Code(s): 12 Replaces Awards 22955 & 23179 23212 **Award Number** Runs Concurrent with Awards 23134 & 23175 **Contract Period** September 18, 2020 to August 31, 2021 **Bid Opening Date** July 30, 2020 . Date of Issue September 18, 2020 Specification Reference : As Incorporated In The Invitation for Bids Contractor Information Appears on Page 4 to 7 of this Award

Address Inquiries To:

	S	tate Agencies & Vendors	Polit	ical Subdivisions & Others
Name Title Phone E-mail		Brandy Alden Contract Management Specialist 2 518-408-1140 OGS.sm.SST_roadsalt@ogs.ny.gov	Phone : E-mail :	Procurement Services Customer Services 518-474-6717 customer.services@ogs.ny.gov

Procurement Services values your input.

Complete and return "Contract Performance Report" at end of document.

Description

Road Salt is used for snow and ice control. Treated Salt is granular sodium chloride (Rock Salt) treated with corrosion inhibited liquid magnesium chloride – Types 1 and 2. These are filed requirement contracts which require the Authorized User to purchase 70% of their filed requirement (or 50% of their filed requirement if an awarded county is for Solar Salt). Automatic price increases become effective once deliveries exceed 120% of the Authorized User's filed requirement.

There are 0% SDVOB participation goals on this contract.

There are MBE and WBE participation goals totaling 10% for certain counties.



October 28, 2020 Work Session Agenda Item #6

TOWN OF CARMEL RECREATION & PARKS DEPARTMENT SYCAMORE PARK, 790 LONG POND ROAD MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR

TELEPHONE: (845) 628-7888 FAX: (845) 628-2820

EMAIL: carmelrecreation@ci.carmel.ny.us

WEB: http://www.carmelny.org

DATE:

October 16, 2020

TO:

Supervisor Kenneth Schmitt

Carmel Town Hall

FROM:

James R. Gilchrist, CRRP

Director, Recreation and Parks

SUBJECT:

NYSEG Customer Constructed Underground Service Line Agreement

The attached is an agreement between NYSEG and the Town of Carmel to own, operate, repair and maintain an underground electric distribution line to supply electrical energy to the Irrigation System at Airport Park. Your notarized signature is required; please return the agreement to me, and contact me with any questions or concerns.

Please add this to the next Town Board meeting.

/ns

Attachments

CUSTOMER CONSTRUCTED UNDERGROUND SERVICE LINE AGREEMENT

THIS AGREEMENT made as of this	day of	. 20	, by and
between NEW YORK STATE ELECTRIC & GA	S CORPORATION, a cor	noration organized	under the
laws of the State of New York, having an office a	at 18 Link Drive in the To	own of Kirkwood (County of
Broome, State of New York, (hereinafter referred	I to as the "Corporation").	and The Town of	f Carmel
having an address/office at 60 McAplin Avenue,	Mahopac, NY 10541-234	10 (hereinafter refe	rred to as
the "Owner").		,	

WITNESSETH:

WHEREAS, the Owner desires to construct, own, operate, repair and maintain an underground electric distribution line, (including cables, wires, vaults, pedestals, closures, hand holes or man holes, pipes, ducts and conduit) or other facilities, structures, fixtures, equipment and/or appurtenances (hereinafter collectively referred to as the "Line") for the sole purpose of supplying electrical energy to the Owner's Irrigation System in the Town of Carmel, County of Putnam, State of New York, (hereinafter referred to as the "Property"), located at 161 Hill Street; and

WHEREAS, the Corporation is willing to supply electrical energy to the Line planned by the Owner, which line is to cross the lands of **Putnam County**, by constructing a lateral line (hereinafter referred to as the "lateral line") extending from a pole numbered **7834** of the Corporation's electric distribution line number **1184** (hereinafter referred to as the "distribution line"), which pole is or will be located along the lands of Grantor in the Town of **Carmel**.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and premises hereinafter contained, the parties hereto agree as follows:

- 1. Prior to commencing construction of the Line, the Owner shall submit to the Corporation a written statement of the electrical load which the owner plans to serve with the Line and, in addition, the Owner shall submit to the Corporation for review and written approval the written engineering design and layout of the Line. The Corporation shall request the Owner to make such modifications or changes in the engineering design or layout of the Line as the Corporation, in its sole discretion, deems to be appropriate and the Owner shall make such requested modifications or changes at the Owner's expense.
- 2. The Owner shall give the Corporation at least fifteen (15) days prior written notice of the date on which it plans to commence construction of the Line. Prior to commencing construction of the Line, the Owner shall make available to the Corporation for inspection and approval all materials and equipment which the owner plans to use in the construction of said Line. If the Corporation, in its sole discretion, rejects any materials or equipment which the Owner plans to use in the construction of the Line, or if, in the construction of the Line, the Owner uses any materials or equipment which has not been inspected and approved by the Corporation, the Corporation shall not be obligated to connect or energize the Line until after such rejected, uninspected or unapproved materials or equipment has been replaced by the Owner, at the Owner's expense, with materials or equipment inspected and approved by the Corporation.
- 3. The Owner, at the Owner's expense, shall construct, own, operate, repair and maintain the Line in accordance with all specifications and standards provided to the Owner by the Corporation. Any changes or modifications to such specifications or standards by the Owner shall have the prior written approval of the Corporation. In the event that the Corporation, in its sole discretion, determines that safe operating practices require it to change or modify the specifications or standards provided to the Owner,

the Corporation shall notify the Owner of such changes or modifications, and the Owner, at the Owner's expense, shall take whatever actions are necessary to comply with such changes or modifications.

- 4. The Owner, at the Owner's expense, shall obtain all necessary authorizations and permits for the construction, ownership, operation, repair and maintenance of the Line. The Owner shall construct, own, operate, repair and maintain the Line in a safe manner upon a cleared right-of-way at least ten (10) feet in width.
- 5. The Owner, at the Owner's expense, has obtained or shall obtain easements or other rights-of-way in its favor from the owners of all lands upon which the Line is to be located and, at the Owner's expense, shall obtain any other easements or rights-of-ways required by the Corporation in its sole discretion. All such easements or rights-of-way are or shall be in recordable form, are or shall be assignable by the Owner to the Corporation and are or shall be acceptable in all respects to the Corporation. Each such easement or right-of-way has been or shall be recorded by the Owner, at the Owner's expense, in the office of the clerk of the county where the lands subject to such easement or right-of-way are located and the Owner shall deliver a copy of each such recorded easement or right-of-way to the Corporation.
- 6. The Owner, at the Owner's expense, shall maintain the Line and its right-of-way in good repair at all times. If, in the sole opinion of the Corporation, the Owner fails to properly maintain the Line or its right-of-way, or otherwise fails to comply with any of the provisions of this Agreement, the Corporation may disconnect the Owner's Line from the Corporation's lateral line and/or the Corporation's lateral line from the distribution line without liability on the part of the Corporation. If, in the sole opinion of the Corporation, circum-stances permit, the Corporation shall attempt to notify the Owner of the intended disconnection and the reason for such disconnection, and the Corporation shall then allow the Owner a reasonable amount of time to correct the Owner's maintenance failure or other non-compliance with any of the provisions of this Agreement. It is expressly understood that the Corporation will not attempt any notification, or allow any time for correction by the Owner, where, in the Corporation's sole opinion, an unsafe or hazardous condition exists with respect to the Owner's Line or its right-of-way.
- 7. If, in the event of an electrical emergency or otherwise, the Owner requests the Corporation to furnish personnel, material, tools, equipment or other assistance to the Owner with respect to the construction, ownership, operation, repair or maintenance of the Line, the Corporation, it its sole discretion, may render such assistance as it determines that it has the capacity to provide. The Owner shall reimburse the Corporation for all costs properly and reasonably incurred by the Corporation in rendering any such assistance upon receipt of an itemized bill therefore from the Corporation.
- 8. The Owner hereby grants to the Corporation the right to install and attach the Corporation's facilities, structures, fixtures, equipment and/or appurtenances on and to the Owner's Line without charge to the Corporation.
- 9. The Owner, at the Owner's expense, shall deliver to the Corporation in recordable form an easement or other right-of-way acceptable in all respects to the Corporation, which grants the Corporation a right-of-way for utility purposes at least thirty (10) feet in width extending from the portion of the Corporation's right-of-way on which its pole number **7834** is, or will be, located to, and including, the location of the transformer and meter described in Paragraph 12 hereof and to, and including, the site of the interconnection between the Owner's Line and the Corporation's lateral line.

- The initial operating voltage of the Owner's Line will be **7.62KV/volts**. The costs of any subsequent modifications to the Line necessitated by alterations of the Line's voltage rating shall be borne by the Owner if occasioned by a change in the Owner's usage, but shall be borne by the Corporation if occasioned by a change in the Corporation's system requirements. The electrical energy supplied by the Corporation at the point of interconnection between the Corporation's lateral line and the Owner's Line shall be within voltage tolerances set forth in American National Standards Institute standard C84.1, as the same may be changed or superseded from time to time, which meet the Owner's load requirements, as stated pursuant to Paragraph 1 hereof, as if such load were applied at that point. The Owner shall otherwise have the sole responsibility for maintaining an adequate voltage level for its load.
- 11. The Corporation shall extend a single-span lateral line a distance of approximately zero feet from its pole number XX in order to connect its existing distribution line with the Owner's Line and supply electrical energy thereto pursuant to the terms of this Agreement.
- 12. The Owner, at their expense, shall furnish and install a meter cabinet at a location designated by the Corporation. The Owner shall grant the Corporation unrestricted access. In accordance with the electrical load information supplied to it by the Owner pursuant to Paragraph 1 hereof, the Corporation, at its expense, shall furnish, install, own, operate, repair and maintain a transformer and a meter at a location selected by the Corporation.
- 13. The Corporation, at its expense, shall interconnect the Corporation's lateral line and the Owner's Line at a location designated by the Corporation, and shall energize said Line, upon the Owner's request for such interconnection and energization; provided, however, that the Owner is in compliance with all of the provisions of this Agreement at the time of such request and at the time for such interconnection and energization.
- 14. The Owner shall defend, indemnify and hold harmless the Corporation and its representatives, agents and employees from and against any loss, damage, lien, encumbrance, suit, claim or expense (including attorneys' fees) caused by or arising from any injury (including death) to any person or persons (including the Owner) or damage to the property of the Owner or others arising from or in connection with the construction, interconnection, ownership, operation, repair or maintenance of the Owner's Line and/or the use by the Owner or others of the Corporation's property, services, facilities, structures, fixtures, equipment and/or appurtenances including, but not limited to, the lateral line and the distribution line; provided, however, that the Owner shall not be liable for any injury or damage caused by the sole negligence of the Corporation, its representatives, agents or employees.
- 15. Neither the Corporation's actions, or failures to act, with respect to the operation of its electrical system nor the Corporation's actions, or failures to act, pursuant to this Agreement, including, but not limited to, the Corporation's actions, or failures to act, with respect to the review and approval of the engineering design and layout of the Line, with respect to the inspection and approval of the Owner's construction materials and equipment, with respect to the providing of standards and specifications to the Owner, with respect to notifying the Owner of any maintenance failure or other non-compliance with any of the provisions of this Agreement or with respect to the furnishing of requested assistance to the Owner, shall be construed as confirming or endorsing the engineering design or layout of the Line or any part thereof, or as providing any warranty with regard to the safety, durability or reliability of the Line or any part thereof. The Corporation's afore-mentioned actions, or failures to act, shall not render the Corporation responsible for the strength, design details, layout, adequacy or capacity of the Owner's Line or any part thereof, nor shall the Corporation's connection of its lateral line to the Line be deemed to be an endorsement of, or render the Corporation responsible for, such Line or any part thereof.

16. For so long as the Owner shall construct, own, operate, repair or maintain the Line or any part thereof, the Owner, at the Owner's expense, shall maintain and keep in full force and affect the following insurance with respect to the Line:

Disclosure: The Owner is not required to provide general liability insurance coverage as part of this Agreement. Due to the risk of incurring damages, it is recommended that every owner protect itself with insurance, and requires insurance disclosures as a part of this Agreement. The Property Owner hereby discloses as follows:

(Note: Check off one of the boxes below.)

- () the Owner has obtained, or already has in affect under an existing policy, general liability insurance coverage for operation of the line and intends to maintain such coverage for the duration of this agreement (attach Certificate of Insurance or copy of Policy); or
- () the Owner has not obtained general liability insurance coverage for operation of the line and/or is self-insured.

Effect: The inability of the Corporation to require the Owner to provide general liability insurance coverage for operation of the line is not a waiver of any rights the Corporation may have to pursue remedies at law against the Owner to recover damages.

- 17. All electric service provided by the Corporation to the Owner through the Corporation's lateral line, and the Owner's payment for such service, shall be in accordance with this Agreement and with the applicable tariffs of the Corporation on file with the Public Service Commission of the State of New York.
- The Owner shall not subdivide the property into five or more lots within any period of 18. five consecutive years and shall not take any other action which would directly or indirectly result in the Corporation's being required to underground any electric distribution line(s). In the event that the Owner does so subdivide said property within any such five-year period or otherwise takes any action as a direct or indirect result of which the Corporation is subsequently required by the laws of the State of New York or the rules and regulations of the Public Service Commission of the State of New York, or any other agency or governmental body having jurisdiction, or otherwise, to provide electric service to the Owner, and/or to any additional service applicant(s), by undergrounding any electric distribution line(s), the Owner (i) shall pay the Corporation the costs incurred by the Corporation in installing and/or removing any overhead facilities, structures, fixtures, equipment and/or appurtenances, including, but not limited to, the Corporation's lateral line, which, in the sole opinion of the Corporation, are, or will be, superseded by such undergrounded electric distribution line(s); (ii) shall comply with the laws of the State of New York and the rules and regulations of the Public Service Commission of the State of New York, and any other agency or governmental body having jurisdiction, with respect to the undergrounding of electric distribution lines in new residential subdivisions; and (iii) shall, at the Owner's expense, convert any existing facilities, structures, fixtures, equipment and/or appurtenances of the Owner and/or any additional service applicant(s) from facilities, structures, fixtures, equipment and/or appurtenances appropriate for overhead electric service to facilities, structures, fixtures, equipment and/or appurtenances appropriate for underground electric service.

- 19. In the event that one or more additional service applicants request the Corporation to provide electric service to them from or through the Owner's Line, the Corporation, in its sole discretion, may at any time, purchase from the Owner all portions of said Line which the Corporation, in its sole discretion, deems appropriate for common use by the Owner and any additional service applicant(s) (such portions of the Line hereinafter collectively referred to as the "Common Line"). The purchase price of the Common Line shall be \$1.00 for the Common Line, such that it is in condition to render, in the Corporation's sole opinion, safe and adequate service. Contemporaneously with the Corporation's purchase of the Common Line, the Owner shall grant or assign to the Corporation easements or other rights of way, acceptable in all respects to the Corporation, over the lands upon which the Common Line is located.
- 20. All lines running lateral to the Line shall be connected to the Line through fused disconnects to allow isolation and separation. Such disconnects shall be located on the first lateral pole. If the Corporation, in its sole discretion, elects to purchase any Common Line from the Owner, any lines running lateral to the Line, or any sections thereof, which, in the sole opinion of the Corporation, may be used by it to serve any additional service applicant(s), shall automatically become a part of the Common Line and shall be purchased as part of the Common Line by the Corporation unless already owned by the Corporation.
- 21. If the Corporation purchases any Common Line, a surcharge may be imposed on the Owner and the additional service applicant(s) served by such Common Line in accordance with the applicable tariffs of the Corporation on file with the Public Service Commission of the State of New York.
- 22. The Owner, at the Owner's expense, shall deliver to the Corporation any easements or other rights-of-way which the Corporation, in its sole discretion, requires the Owner to provide to the Corporation to facilitate that Corporation's access to the lands of any additional service applicant(s). All such easements or rights-of-way shall be in recordable form and shall be acceptable in all respects to the Corporation.
- 23. Any request by the Owner that the Corporation disconnect the Owner's Line from the Corporation's lateral line and/or that the Corporation otherwise de-energize the Owner's Line shall be null and void, and without effect, if, at the time the Owner makes any such request, one or more additional service applicants have requested, or are receiving, electric service from the Corporation from or through the Owner's Line, unless such disconnection and/or de-energization is unconditionally consented to in writing by any and all such additional service applicant(s).
- 24. The Corporation shall not be obligated to connect its lateral line to the Owner's Line, or to energize said Line, until such time as (a) the Owner has obtained all authorizations and permits necessary for the construction, ownership, operation, repair and maintenance of the Line; (b) the Owner has delivered to the Corporation a Certificate of Insurance acceptable in all respects to the Corporation; (c) the Owner is in compliance with all of the terms and conditions of this Agreement; (d) the Owner has paid in full any moneys due the Corporation from the Owner; and (e) all service entrances are ready to be energized.
- 25. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be a covenant running with the land with respect to the property. The Corporation may file this Agreement as an encumbrance on said property.

Any notice to be given to the Corporation under this Agreement shall be in writing and 26. shall be sent by certified mail to:

NEW YORK STATE ELECTRIC & GAS CORPORATION Attn: Real Estate Services

35 Milan Road

Brewster, NY 10509-2341

and any notice to be given to the Owner under this Agreement shall be in writing and shall be sent by certified mail to:

> The Town of Carmel 60 McAplin Avenue Mahopac, NY 10541-2340

Either party hereto may give the other party written notice requesting the use of a different name and/or address for notices given under the Agreement. Any notice given under this Agreement shall be deemed to have been given and received five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited with the United States Postal Service for delivery.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NEW YORK STATE ELECTRIC & GAS CORPORATION

Ву:	
Title:	
THE TOWN OF CARMEL	
Ву:	
Title:	

(PERSONAL/CORPORATE ACKNOWLEDGMENT) State of New York County of On the day of in the year 20_, before me, the undersigned, a Notary Public in and for said State, 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. (Notary Public) (PERSONAL/CORPORATE ACKNOWLEDGMENT) State of New York County of) On the day of in the year 20___, before me, the undersigned, a Notary Public in and for said State, 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.

(Notary Public)

^{* &}quot;For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodian, nominee or any other individual or entity in its own or any representative capacity."