

**MICHAEL S. CAZZARI**  
Town Supervisor

**ROBERT F. SCHANIL, JR.**  
Town Councilman  
Deputy Supervisor

**STEPHEN J. BARANOWSKI**  
Town Councilman  
**FRANK D. LOMBARDI**  
Town Councilman  
**SUZANNE MC DONOUGH**  
Town Councilwoman

**TOWN OF CARMEL**  
TOWN HALL



60 McAlpin Avenue  
Mahopac, New York 10541  
Tel. (845) 628-1500 • Fax (845) 628-6836  
www.ci.carmel.ny.us

**ANN SPOFFORD**  
Town Clerk

**KATHLEEN KRAUS**  
Receiver of Taxes

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

**TOWN BOARD VOTING MEETING/WORK SESSION**  
**Wednesday, December 6, 2023 7:00pm**

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**PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE**

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

**Town Board Voting Meeting:**

1. Res: Making Appointment to the Town of Carmel Environmental Conservation Board
2. Res: Accepting Proposal of Public Sector HR Consultant LLC for Human Resources Consulting Services
3. Res: Authorizing Request for Proposals for Town of Carmel Web Site
4. Res: Authorizing Re-schedule of Public Hearing (January 17<sup>th</sup>, 2024)
5. Res: Authorizing Settlement of Litigation
6. Res: Authorizing Entry into License Agreement with Westchester County to Participate in the Mutual Aid and Rapid Response Plan for Police Department
7. Res: Authorizing Purchase of Truck

- **Town Board Comments**
- **Motion to Adjourn Voting Meeting**
- **Motion to Open Work Session**

**Town Board Work Session:**

- **Review of Town Board Minutes November 1, and 15, 2023**
  1. Eugene G. Kempey, PE – Consider Request to Access Property to Perform Freshwater Wetland Restoration Work – Carmel Sewer District #2 WWTP
  2. Mary Ann Maxwell, Town Comptroller – Consider Request to Authorize Budget Revisions September-November 2023 #20223/05
  3. Mary Ann Maxwell, Town Comptroller & Anne Pasquerello, Chief of Staff – Consider Request to Accept Proposal for the Purchase and Installation of Copiers in Various town Department
  4. Richard Franzetti, P.E. Town Engineer – Consider Request to Acknowledge Emergency Repairs and Services CWD8, CSD2
  5. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Bond Return
  6. Michael Simone, Highway Superintendent – Consider Request to Authorize Purchase of Painting of Pavement Stripes
  7. Michael Simone, Highway Superintendent - Consider Request to Authorize Emergency Repairs and Services - Culvert Pipe Replacement - Brookdale Road
    - **Motion to Adjourn Work Session Meeting**

**Executive Session:**

1. Police Chief Anthony Hoffmann – Personnel
2. Mary Ann Maxwell, Town Comptroller – Contractual
3. Michael Simone, Highway Superintendent – Personnel
  - **Motion to Adjourn Meeting**

**RESOLUTION #1**

**RESOLUTION MAKING APPOINTMENT TO THE TOWN OF CARMEL  
ENVIRONMENTAL CONSERVATION BOARD**

RESOLVED that the Town Board of the Town of Carmel hereby appoints Emily Lavelle to the Town of Carmel Environmental Conservation Board for a term commencing immediately and expiring June 13, 2025

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #2**

**RESOLUTION ACCEPTING PROPOSAL OF PUBLIC  
SECTOR HR CONSULTANTS LLC FOR HUMAN RESOURCE  
CONSULTING SERVICES**

RESOLVED that the Town Board of the Town of Carmel accepts the proposal of Public Sector HR Consultants LLC of Glenville, NY for Human Resource Consulting Services dated November 9, 2023 in form as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that upon presentation of insurance certificates in form acceptable to Town Counsel, Town Supervisor Michael Cazzari is hereby authorized to sign the aforesaid proposal and any necessary related documentation in connection therewith.

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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



**TOWN OF CARMEL**  
**Professional Services Agreement**  
**HUMAN RESOURCE**  
**CONSULTING SERVICES**

***PARTIES TO AGREEMENT***

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This Professional Services Agreement is made by and between the Town of Carmel, herein referred to as the “Client”, and Public Sector HR Consultants LLC (PSHRC), with principal offices located at 14 Knollwood Drive, Glenville, NY, 12302.

PSHRC provides a comprehensive human resource management consulting service. PSHRC does not represent that it is in the practice of law, but provides administrative and consulting services to effectively manage the Client’s human resource management needs. In the event the Client requests that its legal counsel participates in any aspect of PSHRC’s human resource management, PSHRC will consult with the Client’s legal counsel as directed. The Client understands and agrees that PSHRC’s role is limited to an advisory capacity only and that the application and implementation of the information and services provided by PSHRC, and any employment actions pursued as a result of advice furnished by PSHRC, are solely the responsibility of the Client. Furthermore, Client understands that neither PSHRC nor any other party can determine with certainty how an appropriate government agency or other trier of fact may apply the law with regard to a specific factual situation. As a result of such, Client acknowledges that PSHRC shall not be responsible to Client as a result of a determination made by a government agency and/or other trier of fact absent gross negligence or willful misconduct of PSHRC, in which case damages shall be limited to consideration paid to PSHRC.

***PROFESSIONAL SERVICES – On Demand Human Resource Consulting***

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Upon specific request and authorization by the Client, Public Sector HR Consultants LLC will provide on-site and/or remote telephone and e-mail consulting services to address the Client’s personnel policies and practices and general human resource management related issues, including, but not limited to:

- Management Skills Development
- Effective Coaching, Counseling and Corrective Discipline
- Workplace Investigations
- Update Employee Handbook as needed to Comply with Federal and State Labor Regulations
- Civil Service Compliance



***INDEMNIFICATION AND DEFENSE***

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The Client acknowledges and agrees that PSHRC's role is limited to an advisory capacity and that, as such, PSHRC has no authority or responsibility to apply and/or implement the advice, information, and services provided to the Client. Moreover, the parties acknowledge and agree that PSHRC owes a duty and is responsible solely to the Client, not the employees of the Client or any third party. The application and/or implementation of the advice, information, and services provided by PSHRC are solely the responsibility of the Client. Therefore, in the event that any third party (including any employee of the Client) asserts any claims or charges against PSHRC: (a) the Client agrees to indemnify and hold harmless PSHRC against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from the services provided to the Client by PSHRC, or by any agent or employee of PSHRC, in the performance of and/or the failure to perform the agreed upon services; and (b) the Client agrees to reimburse PSHRC for all attorneys' fees and obligations for legal expenses associated with PSHRC's engagement of counsel of PSHRC's choosing.

***TERM OF AGREEMENT***

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Either party may terminate this Agreement at any time by providing written notice to the other party. The fees specified in this agreement are subject to change upon written notice from PSHRC to the client not less than thirty days in advance of the date the change is to become effective. The Client must acknowledge and agree to any fee changes in writing.

***FEE FOR SERVICES***

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- **On Demand Human Resource Consulting** – The fee for professional services requested and authorized by the Client under this agreement will be \$200 per hour, billable in ¼ hour increments. Alternatively, under the terms of this agreement a mutually agreed upon fixed fee may be applied for a distinctly defined project or activity.
- **Travel Expenses** – The client will be billed for travel expenses directly related to providing “on-site” services under this agreement. The mileage rate that will be charged shall be the IRS mileage rate in effect at the time of travel. Additionally, travel time (round trip in transit between the PSHRC consultant's office location) will be billed at the rate of \$100 per hour.
- **Payment Terms** – Fees and travel expenses will be billable to the Client either on a monthly basis, or upon the conclusion of the assigned project. Invoices will be due upon receipt.

**IN WITNESS WHEREOF**, the parties have executed this Professional Services Agreement through their respective representatives.

**Town of Carmel**

**Public Sector HR Consultants LLC**

*Signature:* \_\_\_\_\_

*Signature:* Ronni M. Travers

*Date:* \_\_\_\_\_

*Date:* 11/9/23

*By:* \_\_\_\_\_

*By:* Ronni M. Travers, SPHR

*Title:* \_\_\_\_\_

*Title:* President

## **RESOLUTION #3**

### **RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Anne Pasquerello, Chief of Staff, to request for proposals for improvements and updates to the Town of Carmel's Web Site.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

# RESOLUTION #4

## RESOLUTION AUTHORIZING RE-SCHEDULING OF PUBLIC HEARING

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the re-scheduling of a Public Hearing at Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday January 17, 2024 at 7:00 p.m. or as soon thereafter that evening as possible, on a proposed Local Law amending Chapter 111 of the Code of the Town of Carmel, entitled "Peddling and Soliciting"; and

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

### Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #5**

**RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION**

WHEREAS there is currently pending in the United States District Court, Southern District of New York under Docket No. 18 CV 2861 a certain lawsuit entitled Haughey v. County of Putnam, et al.; and

WHEREAS a proposed settlement of the litigation has been negotiated by Kenneth Pitcoff of Morris, Duffy Alonso Faley & Pitcoff, counsel for the Town of Carmel in that matter, who has recommended approval of the proposed settlement;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the settlement of the aforementioned litigation as recommended; and

BE IT FURTHER RESOLVED that Kenneth Pitcoff or any other authorized member/associate of Morris, Duffy, Alonso Faley & Pitcoff is hereby authorized to sign, on behalf of the Town of Carmel, any stipulation/stipulation and order of settlement and reflecting the terms of the settlement.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**RESOLUTION #6**

**RESOLUTION AUTHORIZING ENTRY INTO LICENSE AGREEMENT WITH COUNTY OF WESTCHESTER**

RESOLVED that the Town Board of the Town of Carmel, upon the recommendation of Chief of Police Anthony R. Hoffmann, hereby authorizes entry into a license agreement with the County of Westchester for the radio and antenna equipment for use by the Town of Carmel Police Department, said agreement to be in form and substance as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that Town Supervisor Michael Cazzari is hereby authorized to executed such agreement and any other documentation necessary to accept the terms set forth in the referenced license agreement.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**THIS LICENSE AGREEMENT** (the “Agreement”), made the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County")

and

**TOWN OF CARMEL**, a municipal corporation of the State of New York having an office and place of business at 60 McAlpin Avenue, Mahopac, New York, 10541 (hereinafter referred to as the “Licensee”).

**W I T N E S S E T H:**

**WHEREAS**, the Licensee participates in the Mutual Aid and Rapid Response Plan for the Police Departments of Westchester County, New York (the “Mutual Aid Plan”); and

**WHEREAS**, the County operates public safety radio communication systems (the “County Radio Systems”) for the County Department of Public Safety (“DPS”), the Department of Emergency Services (“DES”), and the Department of Public Works and Transportation (“DPWT”) Bee-Line transit operations, as well as for communication between the County and emergency first responders throughout Westchester County and the surrounding jurisdictions; and

**WHEREAS**, in 2007, the County installed a control station radio and associated equipment, at the Licensee’s police headquarters located at 60 McAlpin Avenue, Mahopac, New York 10541 (the “Site”) for mutual aid purposes; and

**WHEREAS**, in 2021, the County replaced the control station radio with an APX 8500 control station radio as set forth in Schedule “A” (the “Control Station Radio”), which, along with the associated and appurtenant equipment, are referred to herein as the “Radio Equipment”; and

**WHEREAS**, the County has obtained a Statewide Interoperable Communications Grant from the New York State Division of Homeland Security and Emergency Services (“NYS DHSES”), being Contract No. 197794, as may be renewed, amended or extended from time to time, a copy of which is on file with the Commissioner of the County Department of Emergency Services and available upon request (the “State Grant Agreement”), which the County wishes to use to replace the single band VHF antenna at the Site with a Sinclair SC2340 Tri-band Omni Antenna or similar antenna (the “Tri-Band Antenna) to connect the Control Station Radio to the County’s P25 Trunked Radio System, which is one of the newly installed County Radio Systems; and

**WHEREAS**, the Radio Equipment and Tri-Band Antenna are collectively referred to herein as the “Equipment”;

**WHEREAS**, the Licensee desires to permit the installation of the Equipment according to the terms set forth herein.

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

**ARTICLE I**  
**GENERAL PROVISIONS**

**Section 1.1.** The recitals are hereby incorporated by reference.

**Section 1.2.** The Licensee acknowledges that the Radio Equipment was properly installed by the County and is in proper and good working condition.

**Section 1.3.** The County, acting by and through the Westchester County Commissioner of Department of Public Safety or his designee (the “Commissioner”), shall furnish and install the Tri-Band Antenna to replace the current single band antenna at the Site according to the terms set forth in Schedule “A”.

**Section 1.4.** The Licensee agrees to provide the County with reasonable access to the Site, equipment and information necessary for the County or its vendor to install the Tri-Band Antenna.

**Section 1.5.** The Licensee acknowledges and agrees that the Equipment is intended to enhance the ability of Licensee, the County and other first responders to safely and reliably communicate with each other during mutual aid events.

**Section 1.6.** The Licensee acknowledges that the distribution, installation and use of the Tri-Band Antenna is subject to the State Grant Agreement.

**Section 1.7.** Once installed by the County, Licensee shall not uninstall, change or reassign the location or unit assignment of the Equipment without obtaining the prior written consent of the County.

**Section 1.8.** The County will furnish and install the Tri-Band Antenna at no charge to Licensee.

**Section 1.9.** The parties recognize and acknowledge that the ability of the County to furnish the Tri-Band Antenna is subject to the availability of funding and the County’s receipt of funds under the State Grant Agreement. No liability shall be incurred by the County to install the Tri-Band Antenna if the County is unable to obtain such funding. It shall be within the County’s sole discretion whether it installs the Tri-Band Antenna and, if it does install the Antenna, how much and what type of antenna to furnish Licensee.

If, for any reason, the full amount of said funds is not paid over or made available to the County, the County may terminate the Agreement immediately. The County shall give prompt notice of any such termination.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to terminate this Agreement.

**Section 1.10.** The license granted hereunder shall include the County's officers, employees, agents, and contractors ("Permitted Persons") provided they comply with each and every term of this Agreement. The County shall be responsible to ensure that all Permitted Persons comply with each and every term of this Agreement. All Permitted Persons are neither employees of the Licensee nor under contract with the Licensee, and County alone is responsible for their work, direction, compensation and personal conduct while so engaged.

**Section 1.11.** The Licensee agrees, that after the installation of the Additional Equipment, it shall not be permitted to use the control station radio on the County Trunked Radio System until it receives written notification from the County that the Trunked Radio System is ready for use. During this time period, the F3 Radio System will still be operational and may be used by the Municipality.

## **ARTICLE II**

### **TERMS OF USE OF THE EQUIPMENT AND THE COUNTY RADIO SYSTEM**

**Section 2.1.** The Licensee agrees that the Equipment, as well as all of the radio communication systems programmed into the Equipment, shall be used only for public safety communication and mutual aid purposes.

**Section 2.2.** The County hereby grants to the Licensee, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Equipment and County Radio Systems in accordance with the terms of this Agreement. The County shall retain control and responsibility for the County Radio Systems.

**Section 2.3.** The parties acknowledge and agree that the County is going to obtain and hold the FCC licenses for the County Radio Systems. Licensee shall take no action that causes the County to be in violation of its FCC licenses.

**Section 2.4.** The County Radio Systems shall remain County property. It is expressly understood that this Agreement does not constitute a lease and that no ownership or property rights whatsoever are being transferred under this Agreement.



**Section 2.5.** The Licensee shall be responsible for the operation, maintenance, repair, and use of the Equipment, including all costs and expenses associated thereto.

**Section 2.6.** The Licensee shall, at its sole cost and expense, maintain the Equipment in good working order and condition, and shall be responsible for the repair or replacement of the Equipment if damaged following the Equipment warranty period, if any.

**Section 2.7.** The County has established mandatory user guidelines and operating procedures for all users of the County Radio Systems, which the County may change and update from time to time (“User Guidelines”). The Licensee agrees to abide by the User Guidelines. If Licensee fails to abide by the User Guidelines, the Licensee acknowledges and agrees that the County may immediately disconnect, suspend or terminate the Licensee’s use of the County Radio Systems. A copy of the User Guidelines will be supplied to Licensee upon its request.

**Section 2.8.** The Licensee shall not add any new equipment to the County Radio Systems, modify the Equipment or the County Radios Systems, or reassign the location or unit assignment of the Equipment, without the prior written consent of the County. Once approved, all of the terms of this Agreement shall apply to such new equipment, modification or reassignment.

**Section 2.9.** The Licensee shall ensure that only qualified persons with appropriate training utilize the Equipment. The Licensee shall ensure that all qualified persons comply with all applicable laws, rules and regulations, including, those promulgated by the FCC, when utilizing the Equipment. The Licensee shall participate in any testing and training on the Equipment that may be required by the County.

**Section 2.10.** The Licensee shall maintain custody and control of the Equipment and shall not transfer custody and control of the Equipment except as provided in this Agreement.

**Section 2.11.** The County Radio Systems shall be available to the Licensee for only as long as the County, in its sole discretion, makes the County Radio Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Radio Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Radio Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Radio Systems are made available to users, each user will have access to the County Radio Systems, in their then-current form. The County in its sole discretion may change the County Radio Systems as it deems necessary and proper.

**Section 2.12.** The Licensee understands and acknowledges that the County has the right to reissue, remotely disable or retake possession and use of the Equipment upon notice to the Licensee. In the event the County notifies Licensee of such a reissuance, the Licensee will promptly return possession of the Equipment to the County as directed by the Commissioner.

The Licensee agrees to relinquish any claim in law or equity it may have concerning the Equipment in the event of Equipment redeployment or reissuance.

**ARTICLE III**  
**EQUIPMENT PURCHASED WITH STATE GRANT FUNDS**

**Section 3.1. STATE GRANT EQUIPMENT:** (a) This Article III shall apply to any Equipment paid for by the County with funds provided under the State Grant Agreement. Such Equipment for purposes of this Article III shall be referred to as the “State Grant Equipment”.

(b) The Licensee agrees to comply with all terms, conditions and provisions in the State Grant Agreement applicable to the State Grant Equipment.

**Section 3.2. OWNERSHIP OF STATE GRANT EQUIPMENT:** The Licensee agrees that title to the State Grant Equipment shall be governed by the terms of the State Grant Agreement. The Licensee will not sell or otherwise transfer the State Grant Equipment. The Licensee agrees that the NYSDHSES retains ultimate control over and ownership of the State Grant Equipment pursuant to the terms of the State Grant Agreement. The Licensee may dispose of the State Grant Equipment only pursuant to the terms in the State Grant Agreement.

**Section 3.3. REPORTING:** The Licensee shall submit to the County Department of Emergency Services (“DES”) all documentation, information or forms that DES needs in order to comply with the reporting requirements under the State Grant Agreement.

**Section 3.4. NON-DISCRIMINATION REQUIREMENT:** The Licensee will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. The Licensee shall not by reason of race, creed, color disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

**Section 3.5. AUDIT:** The Licensee will allow the NYSDHSES and/or DES to conduct periodic visits for the purposes of inspection, inventory of the Equipment and auditing the records required hereunder. This Agreement may be subject to fiscal and program audits by NYSDHSES, Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulation, and guidelines applicable to the State Grant Agreement.

**ARTICLE IV**  
**EQUIPMENT PURCHASED WITH BIT 32 COUNTY BOND FUNDS**

**Section 4.1. BIT32 EQUIPMENT:** (a) This Article IV shall apply to Radio Equipment paid for by the County with County bond funds authorized pursuant to County Bond Act Nos. 2018-108, 2018-109, 2018-110, 2018-111, 2018-112, 2018-113, 2018-114, and 2019-115, as amended. Such Radio Equipment for purposes of this Articles IV shall be referred to as the "BIT32 Radio Equipment". In addition to the provisions in Articles I, II and V, the parties agree that the provisions in this Article IV shall apply to the BIT32 Radio Equipment.

(b) The parties acknowledge that the County entered into an agreement, dated December 27, 2018, with Motorola Solutions, Inc. ("Agreement IT- 1559") through which the County purchased the BIT32 Radio Equipment. For purposes of this Article II, the terms and conditions of Agreement IT-1559 that pertain to the use of the BIT32 Radio Equipment are hereby made a part hereof and incorporated herein by reference. A copy of Agreement IT-1559 is on file with the Chief Information Officer of the County Department of Information and Technology and the terms that pertain to the use of the BIT32 Equipment are available upon request.

**Section 4.2. AUTHORIZED USER:** The Licensee acknowledges and understands that through this License Agreement it is an Authorized User (as the term Authorized User is defined in Agreement IT-1559) of the BIT32 Radio Equipment. The Licensee agrees to use the BIT32 Radio Equipment in a manner that does not violate the terms of Agreement IT-1559.

**Section 4.3. OWNERSHIP OF RADIO EQUIPMENT:** Title to the BIT32 Equipment shall remain with the County unless, at the end of the Term, (a) the period of probable usefulness of the County bonds issued to finance the BIT32 Equipment, which is ten (10) years, has passed, and (b) the County has not sooner terminated the License Agreement pursuant to Section 5.4. If at the end of the Term both Section 4.3 (a) and (b) are satisfied, then title to BIT32 Equipment shall pass to the Licensee at the end of the Term.

The Licensee agrees that it will not sell or otherwise transfer custody and control of the BIT32 Equipment during the Term of the Agreement.

**Section 4.4. USE OF SOFTWARE:** (a) The Licensee may use the Software (as defined in Agreement IT-1559) for BIT32 Radio Equipment only for the Municipality's internal business purposes and only in accordance with the Documentation (as defined in Agreement IT-1559). Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Municipality will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

(b) The Licensee will take reasonable efforts to ensure it and any third party under the Licensee's direction or control will not (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works

of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) intentionally remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solution Inc.'s proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by Agreement IT-1559; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.

## **ARTICLE V** **MISCELLANEOUS**

**Section 5.1. AUTHORIZED USE OF RADIO EQUIPMENT:** The Licensee agrees that the Radio Equipment shall be used for emergency response situations, such as responding to a fire, medical or other emergency, or law enforcement matters, or to fulfill mutual aid requests in accordance with applicable law.

**Section 5.2. TERM:** The term of this Agreement shall commence retroactively on January 1, 2007 and continue in full force and effect to the end of the useful life of the Radio Equipment and through the proper disposal of the Radio Equipment, unless the Agreement is terminated sooner as provided for in this Agreement.

**Section 5.3. AUDIT:** The Licensee will allow the County conduct periodic visits for the purposes of inspection, inventory of the Radio Equipment and auditing any records required hereunder.

### **Section 5.4. TERMINATION:**

(a) The County on thirty (30) days notice to Licensee may terminate this Agreement in whole or in part when it deems it to be in its best interest.

(b) The Licensee on thirty (30) days notice to the County may terminate this Agreement in whole or in part when it deems it to be in its best interest.

(c) In the event the Licensee defaults in the performance of any term, condition or covenant herein contained, the County at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement upon forty-eight (48) hours written notice to the Licensee.

(d) Upon termination, all rights of the Licensee to the use of the Radio Equipment shall absolutely cease and terminate; and thereupon the Licensee shall within ten (10) days of the effective date of the termination, return the Radio Equipment to the County or the County may,

by its agents, enter upon the premises where any of the Radio Equipment may be and retake possession of all or any such Radio Equipment.

**Section 5.5. ASSIGNMENT:** The Licensee shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement or the Radio Equipment without the prior written consent of the County. Any purported delegation of duties, assignment of rights or subletting of this Agreement without the prior written consent of the County is void.

**Section 5.6. COMPLIANCE WITH LAW:** The Licensee shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations and Executive Orders.

**Section 5.7. INSURANCE:** In connection with accessing the Site, the County agrees to self-insure liability for bodily injury and death and/or property damage under the County's self-insurance program in accordance with Local Law 6-1986 and Chapter 295 of the Laws of Westchester County. Further, if the County changes from a self-insurance program to a traditional insurance program then the County shall forward certificates of General Liability coverage naming the Licensee as an additional insured.

**Section 5.8. INDEMNIFICATION:**

The Licensee agrees, (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Licensee or third parties under the direction or control of the Licensee; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Licensee shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

**Section 5.9. ANTI-DISCRIMINATION:** The Licensee expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Licensee acknowledges and understands that the

County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**Section 5.10. WAIVER:** Failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

**Section 5.11. INDEPENDENT CONTRACTOR:** The Licensee is an independent contractor and shall not make any claim, demand or application to or for any right based upon any different status.

**Section 5.12. SEVERABILITY:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**Section 5.13. HEADINGS:** The headings in this Agreement shall be for references purposes only.

**Section 5.14. NOTICES:** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner /Sheriff  
Department of Public Safety  
1 Saw Mill River Parkway  
Hawthorne, New York 10532

With a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Licensee:

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**Section 5.15. ENTIRE AGREEMENT:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**Section 5.16. ENFORCEMENT:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

**Section 5.17. COUNTERPARTS:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[INTENTIONALLY LEFT BLANK.  
SIGNATURES TO FOLLOW.]

**IN WITNESS WHEREOF**, the County of Westchester and the Licensee have caused this Agreement to be executed.

**COUNTY OF WESTCHESTER:**

By: \_\_\_\_\_  
Terrance Raynor  
Acting Commissioner/Sheriff  
Department of Public Safety

**TOWN OF CARMEL:**

By: \_\_\_\_\_  
(Name and Title)

Authorized by the Westchester County Board of Acquisition and Contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved:

\_\_\_\_\_  
Associate County Attorney  
The County of Westchester



**LICENSEE'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by me  
duly sworn did depose and say that he, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he is \_\_\_\_\_ of said municipal corporation.

\_\_\_\_\_  
Notary Public            County

**CERTIFICATE OF AUTHORITY**  
**(Licensee)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_  
(Name of Licensee)

(the "Licensee") a corporation duly organized in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Village  
Law, Town Law, General Municipal Law)

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Licensee was, at the time of execution  
\_\_\_\_\_ of the Licensee,  
(Title of such person),

that said agreement was duly signed for on behalf of said Licensee by authority of its

\_\_\_\_\_  
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )

ss.:

COUNTY OF WESTCHESTER)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
(title)

the municipal corporation described in and which executed the above certificate, who being by  
me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he is  
the \_\_\_\_\_ of said municipal corporation.  
(title)

\_\_\_\_\_  
Notary Public      County

**SCHEDULE "A"**  
**RADIO EQUIPMENT AND LOCATION OF INSTALLATION**

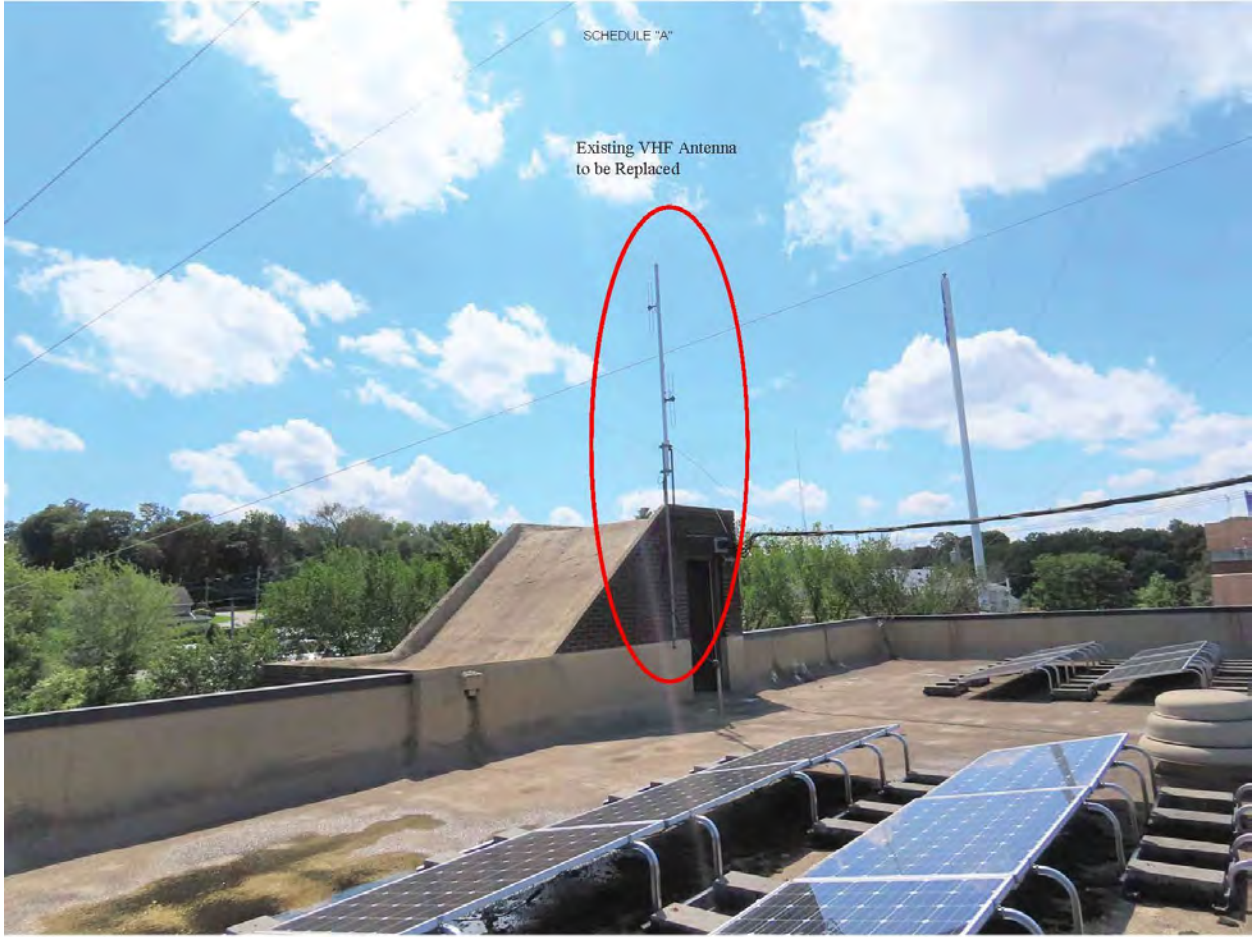
SCHEDULE "A"

Agency	Town of Carmel
Address	60 McAlpin Ave, Mahopac, NY 10541
Radio Serial Number	681CWT7731
Radio Location	Front Desk



SCHEDULE "A"

Existing VHF Antenna  
to be Replaced



**RESOLUTION #7**

**RESOLUTION AUTHORIZING PURCHASE OF TRUCK**

RESOLVED, that the Town Board of the Town of Carmel and upon the recommendation and request of Town Highway Superintendent, Michael Simone, in his memo dated December 4, 2023 hereby authorizes the purchase of a 2023 RAM 1500 4x4, from Robert Green Truck & Auto, Vendor #3608 through Onondaga County Bid Award Contract #0010808 at a cost not to exceed \$\$42,580.66 in accordance with the price quote dated December 1, 2023 and a 7.5” Fisher SD Snow Plow from BURQUIP, Vendor #709 at a cost not to exceed \$6,125.00 in accordance with the price quote dated December 1, 2023; and

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

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

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

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

**KEMPEL ENGINEERING**

**Consultants in Environmental Engineering**

1569 East Beecher Hill Road, Owego, NY 13827

(607) 223-4653

Facsimile (607) 223-1591

November 27, 2023

Mr. Michael S. Cazzari  
Supervisor  
Carmel Town Board and Carmel Sewer District Number 2  
Town of Carmel  
Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, New York 10541  
ATTN: Ms. Anne Pasquerello  
Chief of Staff/Assistant to the Town Board

Re: 70 Old Route 6, LLC  
Tompkins Recycling Center Construction and Demolition  
Debris Handling and Recovery Facility  
New York State Department of Environmental Conservation  
Freshwater Wetlands Permit Number 3-3720-00371/00004  
70 Old Route 6  
Town of Carmel  
Tax Map #55.11-1-15  
Property Access Authorization and Temporary Easement

Dear Ms. Pasquerello:

In accordance with New York State Department of Environmental Conservation Freshwater Wetlands Permit Number 3-3720-00371/00004, Town of Carmel Wetland Permit Number 931 and the Amended Final Site Plan Approval #13-10, 70 Old Route 6 LLC is required to perform the restoration of the freshwater wetland along the western property line of its 70 Old Route 6, Carmel site required for the construction of their proposed Construction and Demolition Debris Handling and Recovery Facility (Tompkins Recycling Center).

As a result of these requirements, the above-mentioned Permits require that the existing freshwater wetland and stream corridor between the western property line of the site and Michael's Brook be cleared of debris and fallen trees as indicated in Note Number 1, Drawing Number C-150 - Revision Number 0 - Wetland Buffer Enhancement Plan & Soil Excavation and Fill Plan. In addition, the above-mentioned Permits require that the small peninsula area of historic debris in the northwest portion of the site be cleared, cleaned out and re-graded as an extension of the wetland areas, as indicated in Note Number 2 of the above-mentioned drawing and as shown on the above-mentioned drawing and the area be restored with shrubs and herbaceous material and the area over-seeded with ermmx-137 wetland mix as shown on the above-mentioned drawing.

In order to perform the above-mentioned freshwater wetlands restoration efforts and to comply with the requirements of the above-mentioned Permits, 70 Old Route 6 LLC will require access to the property

owned and controlled by Carmel Sewer District Number 2 located along the western property line of its 70 Old Route 6, Carmel site.

Therefore, in accordance with the requirements of Condition Number 5, New York State Department of Environmental Conservation Freshwater Wetlands Permit Number 3-3720-00371/00004, 70 Old Route 6 LLC's requests that the Carmel Town Board and the Commissioners of Carmel Sewer District Number 2 grant access to the property located along the western property line of the 70 Old Route 6, Carmel site in order to perform the freshwater wetland restoration work delineated above and required by the above-mentioned Permits and Approvals.

Based upon our review of the Amended Approved Site Plan for the project, a temporary grading easement was planned for the above-mentioned wetlands restoration work efforts and was incorporated into site plan documents submitted to and approved by the Town of Carmel Planning Board under the above-mentioned Amended Site Plan Approval. In addition, the above-mentioned temporary grading easement was also reflected in the documents submitted for both the New York State Department of Environmental Conservation Freshwater Wetlands Permit Number 3-3720-00371/00004 and the Town of Carmel Wetland Permit Number 931. Further, based upon Easement Plans provided by 70 Old Route 6 LLC, the temporary grading easement was proposed by Putman Engineering on November 14, 2016 and was delineated on Putman Engineering Drawing E-001 - Temporary Grading Easement Plan.

In order to comply with the above-mentioned New York State Department of Environmental Conservation Permit Condition, please grant 70 Old Route 6 LLC access to the property located on the along the western property line of its 70 Old Route 6, Carmel site so that 70 Old Route 6 LLC can perform the freshwater wetland restoration work efforts delineated above in accordance with the above-mentioned Permits and Approvals. In addition, please provide 70 Old Route 6 LLC with a letter indicating that Carmel Sewer District Number 2 authorizes 70 Old Route 6 LLC access to the property located on the along the western property line of its 70 Old Route 6, Carmel site in accordance with the above-mentioned temporary grading easement to perform the freshwater wetlands restoration work delineated above so that we can forward a copy of the authorization letter to the New York State Department of Environmental Conservation as required by the above-mentioned Permit Condition.

In order to assist the Town Board and the Sewer Commissioner's with their review and approval of 70 Old Route 6 LLC's request, we have attached copies of the following documents and drawings.

1. New York State Department of Environmental Conservation Freshwater Wetlands Permit Number 3-3720-00371/00004.
1. Kempey Engineering's Drawing Number C-120 - Revision Number 0 - Site Layout Plan.
2. Drawing Number C-130 - Revision Number 0 - Grading and Utilities Plan.
3. Kempey Engineering's Drawing Number C-140 - Revision Number 0 - Excavation and Fill Plan For Wetlands Buffer.
4. Drawing Number C-141 - Revision Number 0 - Erosion and Sediment Control Plan.



Mr. Michael S. Cazzari, Supervisor 3  
Carmel Town Board and Carmal Sewer Commissioners  
ATTN Ms. Anne Pasquerello Chief of Staff/  
Assistant to the Town Board

November 27, 2023

5. Kempey Engineering's Drawing Number C-150 - Revision Number 0 - Landscaping and Sight Distance Plan.
6. Kempey Engineering's Drawing Number C-160 - Revision Number 0 - Wetland Buffer Enhancement Plan & Soil Excavation and Fill Plan.
7. Kempey Engineering's Drawing Number C-330 - Revision Number 0 - Details Sheet Number Three.
8. Putnam Engineering's Drawing Number E-001 - Revision Number 0 - Temporary Grading Easement Plan.
9. Putnam Engineering's Drawing Number E-002 - Revision Number 0 - Drainage Easement Plan.

Please review 70 Old Route 6 LLC request at your earliest convenience. We would like to thank you in advance for your prompt attention to matter.

If you have any questions or require any additional information, please advise.

Very truly yours,

  
Eugene G. Kempey, P.E.  
President

*[Handwritten signature in blue ink]*

XC: Gandolfo Schiavone, 70 Old Route 6, LLC



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**

70 OLD ROUTE 6 LLC  
PO BOX 508  
BEDFORD, NY 10506-0508  
(914) 273-3377

**Facility:**

TOMPKINS RECYCLING FACILITY  
60 OLD RTE 6  
CARMEL, NY

**Facility Location:** in CARMEL in PUTNAM COUNTY

**Facility Principal Reference Point:** NYTM-E: 611.463      NYTM-N: 4585.667  
Latitude: 41°24'53.4" Longitude: 73°39'58.6"

**Authorized Activity:** This permit authorizes 21,030 square feet of disturbance to the state regulated 100 foot adjacent area of NYS Freshwater Wetland LC-55 (Class II) for the purpose of constructing a construction and demolition (C & D) debris processing facility with the associated processing building, paved access road, parking areas, truck scale house, scale, retaining wall and stormwater management features. All work must be conducted in strict accordance with the plans referenced in Natural Resource Condition No. 1 and as conditioned by this permit.

The project includes enhancement of approximately 0.6 acre of wetland adjacent area with native wetland vegetation as mitigation.

Operation of the new C & D debris processing facility (Facility ID# 40-T-08) is authorized under Solid Waste Management Facility Permit No. 3-3720-00371/00001.

**Permit Authorizations**

**Freshwater Wetlands - Under Article 24**

Permit ID 3-3720-00371/00004

New Permit

Effective Date: 8/09/2023

Expiration Date: 12/31/2027

**NYSDEC Approval**

**By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.**

Permit Administrator: TRACEY L O'MALLEY, Deputy Regional Permit Administrator  
Address: NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY 12561



Authorized Signature: \_\_\_\_\_

Date 8 / 09 / 2023

**Distribution List**

Supervisor, Town of Carmel  
Kempey Engineering  
B. Laing Associates  
Putnam County Dept of Health  
NYC Dept of Environmental Protection  
S. Pawliczak, R3 Ecosystem Health  
W. Salis, R3 Materials Management

**Permit Components**

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**Permit Attachments**

Permit Sign

**NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: FRESHWATER WETLANDS**

**1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Kempey Engineering and are listed in Natural Resource Condition No 2.

**2. Approved Plans List** The approved plans consist of the following sheets submitted to DEC prepared for 70 Old Route 6 LLC:

- a) Plan titled "Grading and Utilities Plan" and dated 12/30/2022;
- b) Plan titled "Erosion and Sediment Control Plan" and dated 12/30/2022;
- c) Plan titled "Details Sheet Number 3" and dated 12/30/2022;
- d) Plan titled "Site Layout Plan" and dated 9/28/2022;
- e) Plan titled "Excavation and Fill Plan for Wetland Buffer" and dated 9/28/2022;
- f) Plan titled "Landscape and Sight Distance Plan" and dated 9/28/2022;
- g) Plan titled "Wetland Buffer Enhancement Plan & Soil Excavation and Fill Plan" and dated 9/28/2022.



**3. Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.

**4. Notice of Intent to Commence Work** The permittee shall notify Sarah Pawliczak-Vacek, DEC Bureau of Ecosystem Health via electronic mail (sarah.pawliczak@dec.ny.gov) or phone (845) 256-3050 at least 48 hours in advance of the time of work commencement.

**5. Written Authorization Required From Adjacent Property Owner** Written authorization from the Carmel Central Sewer District (or current property owner) for access to, and to perform permitted work on, the property located west of the subject parcel shall be provided to the Department prior to commencing any disturbance with the wetland or the 100' adjacent area.

**6. Northern Long-eared Bat** Any tree cutting for this project shall take place in winter between November 1st and March 31st of any given year to avoid impacts to Northern Long-eared bats unless approval is granted by DEC Wildlife (Wildlife.r3@dec.ny.gov).

**7. Install Erosion Controls** Prior to commencement of the activities authorized herein, the permittee shall install securely anchored silt fencing and/or continuous staked straw bales as shown on the plans or drawings referenced in this permit. These erosion control devices shall be maintained until all disturbed land is fully vegetated to prevent any silt or sediment from entering the freshwater wetland or its adjacent area. Subsequently, silt fencing, hay bales and any accumulated silt or sediment shall be completely removed for reuse or disposal at an appropriate upland site.

**8. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

**9. Equipment Cleaning** Before equipment and materials are used in any project work area involving regulated waters or wetlands, the equipment must be inspected for, and cleaned of, any visible soils, vegetation, and debris to prevent the potential introduction of invasive species into regulated waters or wetlands from other areas.

**10. Vegetation Debris Disposal** Invasive species, host material and attached soil material that has been removed from vehicles, equipment, and materials, or generated from cleaning operations shall be rendered incapable of any growth or reproduction by placing in plastic bags at least 3 mil thick, hauled in a covered truck, and properly disposed of offsite; or the material shall be managed within the infested project area, provided that no filling of any wetland or adjacent area will occur. A list of prohibited and regulated invasive species is contained within 6 NYCRR Part 575 and available at <https://www.dec.ny.gov/animals/99141.html>

**11. No Turbidity from Dewatering** No turbid water resulting from dewatering operations shall be discharged directly to or allowed to enter the Freshwater Wetland or Michael Brook. Such water shall be pumped to settling basins or to an upland vegetated area prior to any discharge to the Freshwater Wetland or Michael Brook. All other necessary measures shall be implemented to prevent any visible increase in turbidity or sedimentation downstream of the work site.



**12. Work Within Area Depicted on Plans** All construction activity, including operation of machinery, excavation, filling, grading, clearing of vegetation, disposal of waste, street paving and stockpiling of material must take place within the project site as depicted on the project plans referenced by this permit. Construction activity is prohibited within areas to be left in a natural condition or areas not designated by the subject permit.

**13. Clean Fill Only** All fill shall consist of clean soil, sand and/or gravel that is free of the following substances: asphalt, slag, flyash, broken concrete, demolition debris, garbage, household refuse, tires, woody materials including tree or landscape debris, and metal objects. The introduction of materials toxic to aquatic life is expressly prohibited.

**14. Seed, Mulch Disturbed Areas** All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass, and mulched with straw immediately upon completion of the project, within two days of final grading, or by the expiration of the permit, whichever is first.

**15. Disposal of Material** Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated waterbody or wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area; and must be disposed of in accordance with all local, state, and federal statutes, regulations, or ordinances.

#### **WETLAND MITIGATION**

**16. Wetland And Adjacent Area Mitigation Is Mandatory** Prior to any work for the proposed C&D processing facility commencing, all solid waste must be removed from the wetland and adjacent area, and the area remediated. The successful implementation and completion of all freshwater wetland mitigation is mandatory regardless of whether or not construction proceeds to completion. The required 0.6 acres of mitigation and solid waste removal must be completed no later than the first building occupancy or by the expiration date of this permit, whichever occurs first.

**17. Remediation of Contaminated Soil** The following applies to remediation of site soils and debris removal operations:

- A. All automotive parts and contaminated soil shall be removed from the "small peninsula area of historic debris in the northwest portion of the site" as discussed in *Wetland and Buffer Restoration Notes* on Drawing C-160 and in Stage 3 of the *Excavation and Fill Plan for Wetland Buffer* found on Drawing C-140.
- B. The site shall be restored as shown on Drawing C-160.
- C. Documentation shall be submitted to the Department within 60 days of completion of this portion of the authorized work, including a written description and photographs of the work as it is being performed, and also documentation of final site conditions after completion.



**18. Excavation, Remediation & Debris Removal** All excavation and remediation of contamination shall be completed as shown on the approved plans. Removal of debris and fallen trees shall be limited specifically to the hatched areas shown on plan sheet C-160.

**19. Long Term Survival of Wetland/Adjacent Area Plantings** The permittee is responsible for replacement of lost wetland and/or wetland adjacent area plantings if the survival rate of the initial plantings is less than 85% within one year after planting. During the subsequent years of monitoring the success of these plantings as required by this permit, if the survival rate of these plantings remains less than 85% or invasive species are noted at levels greater than 10-15%, the permittee must evaluate the reasons for these results and develop and implement a remediation plan approved by the Department to ensure a successful plantings mitigation.

**20. Wetland Mitigation Monitoring** The success of the wetland/adjacent area plantings mitigation area(s) shall be monitored for a minimum of five years after completion. Annual reports discussing the status of vegetation established, and problems that have occurred and containing representative photographs, shall be provided to Sarah Pawliczak, Bureau of Ecosystem Health, by email by December 31 of each year for the duration of this permit, with the first report due no later than December 31 of the calendar year in which this work commenced.

**21. State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

**22. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

**23. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.





**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY12561

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Freshwater Wetlands.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions,



relevant technology or applicable law or regulations since the issuance of the existing permit;

- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

### **Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

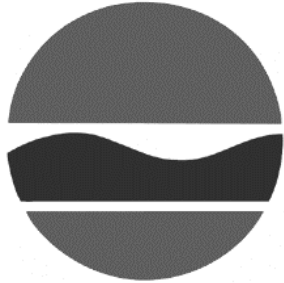
### **Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

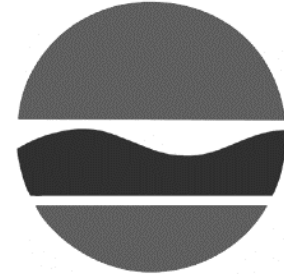
**Item E: SEQR Unlisted Action, No Lead Agency, No Significant Impact** Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as an Unlisted Action and the Department of Environmental Conservation has determined that it will not have a significant effect on the environment. Other involved agencies may reach an independent determination of environmental significance for this project.



New York State  
Department of Environmental Conservation



NOTICE



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Department condition on it, contact the DEC at 845-256-3054. Please refer to the permit number shown when contacting the DEC.

Permittee: 70 OLD ROUTE 6 LLC

Permit No. 3-3720-00371/00004

Effective Date: August 9, 2023

Expiration Date: December 31, 2027

Applicable if checked. No instream work allowed between October 1 & April 30

**NOTE: This notice is NOT a permit.**

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3  
21 South Putt Corners Road, New Paltz, NY 12561-1620  
P: (845) 256-3054 | F: (845) 255-4659  
www.dec.ny.gov



Department of  
Environmental  
Conservation

## IMPORTANT NOTICE TO ALL PERMITTEES

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator at the above address.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If a permit notice sign is enclosed, you must post it at the work site with appropriate weather protection, as well as a copy of the permit.

If you have any questions on the extent of work authorized or your obligations under the permit, please contact the staff person indicated below or the Division of Environmental Permits at the above address.

*Michael V. Drosso*

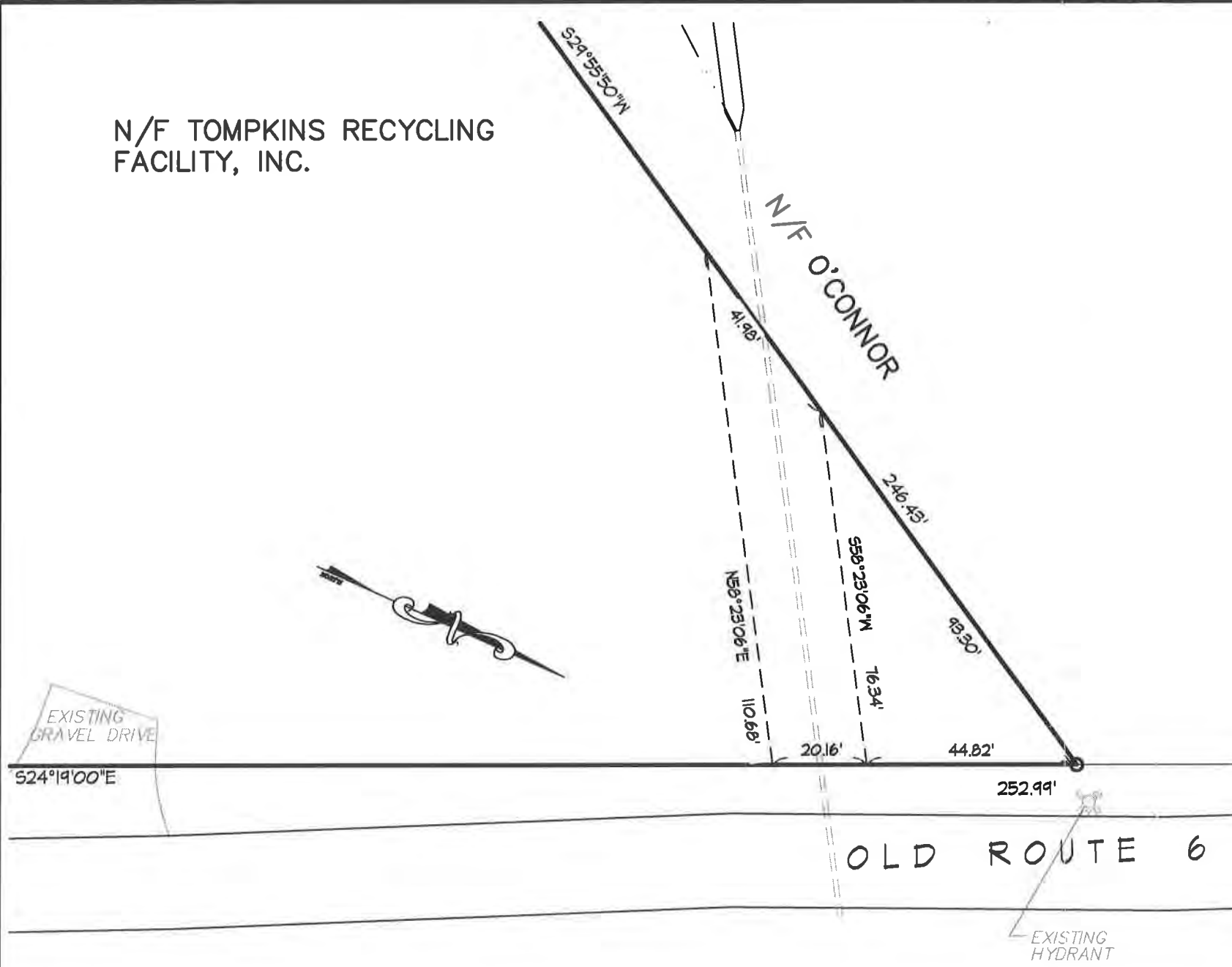
Division of Environmental Permits, Region 3  
Telephone (845) 256-3165

- Applicable only if checked. All work authorized under this permit is prohibited during trout spawning season commencing October 1 and ending April 30.
- Applicable only if checked for STORMWATER SPDES INFORMATION: We have determined that your project requires coverage under the General Stormwater SPDES Permit. You must file a Notice of Intent to obtain coverage under the General Permit. This form can be downloaded at: <http://www.dec.ny.gov/chemical/43133.html>
- Applicable only if checked - MS4 Areas: This site is within an MS4 area (Municipal Separate Storm Sewer System), therefore the SWPPP must be reviewed and accepted by the municipality. The MS-4 Acceptance Form must be submitted in addition to the Notice of Intent.

Send the completed form(s) to: NYS DEC, Stormwater Permitting, Division of Water, 625 Broadway, Albany, New York 12233-3505.

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N/F TOMPKINS RECYCLING FACILITY, INC.



# DRAINAGE EASEMENT PLAN

GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.

## DESCRIPTION OF Drainage Easement prepared for Route 70 LLC

ALL that certain parcel of land situate in the Town of Carmel, County of Putnam and State of New York that is a portion of those lands conveyed to 70 Old Route 6 LLC from RDJ Properties, Inc. by that certain deed dated June 15, 2016 and recorded in the Putnam County Clerk's Office in Liber 2014, Page 46 that is bounded and described as follows:

BEGINNING at a point the southwesterly side of the public highway known as Old Route 6 running from Carmel to Brewster, which point is northeastern corner of lands of now or formerly Tompkins Recycling Facility, Inc. and running from said point along the southwesterly side of said highway

S 24° 19' 00"E 44.82'

to the TRUE POINT OF THE BEGINNING

THENCE southwesterly, through lands of Tompkins Recycling Facility, Inc.

N 58° 23' 06" E 110.68'

To the property now or formerly O'Connor.

THENCE, along said property line.

29° 55' 50" W 41.98'

THENCE, northwesterly, through lands of Tompkins Recycling Facility line.

N 24° 23' 06" W 20.16'

to the point on southwesterly side of Old Route 6

THENCE, northwesterly, along said Old Route 6

N 24° 19' 00" W 20.16'

to the point of TRUE BEGINNING

**PUTNAM ENGINEERING, LLC**  
ENGINEERS and ARCHITECTS  
4 OLD ROUTE 6, BREWSTER, NEW YORK 10504  
(845) 274-6784 FAX (845) 274-6764

PREPARED FOR:  
**TOMPKINS RECYCLING FACILITY INC.**

**60 OLD ROUTE 6  
TOWN OF CARMEL  
PUTNAM COUNTY, NEW YORK  
TAX MAP No. 55.II, BLOCK I, LOT 15**

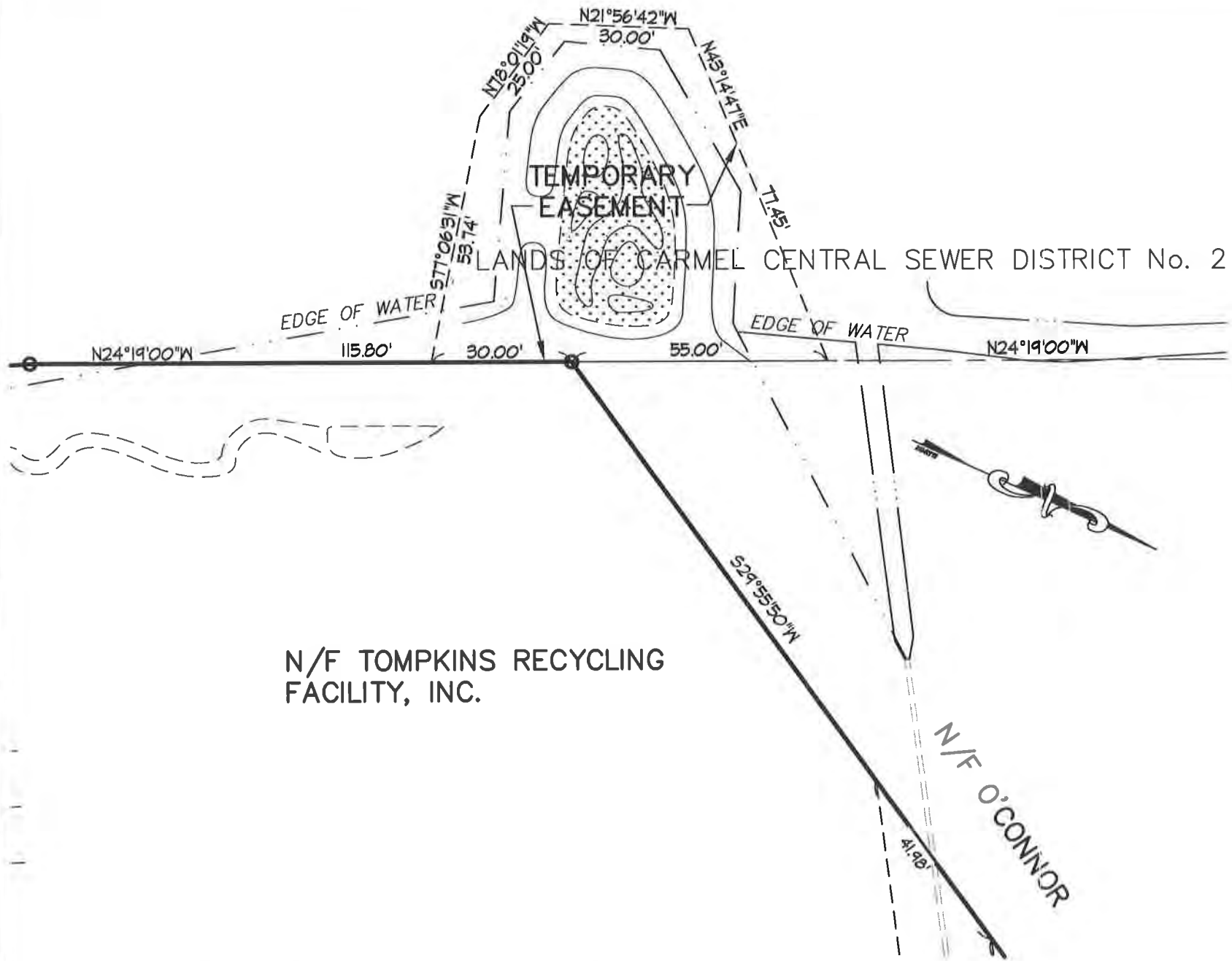
DRAWING  
**DRAINAGE EASEMENT  
PLAN**

DATE: NOV. 14, 2016

PRJ MGR: BK DRAWN BY: BK

# E-002

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# TEMPORARY GRADING EASEMENT PLAN

GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.

## DESCRIPTION OF Temporary Easement on Lands of the Town of Carmel

prepared for  
Route 70 LLC

ALL that certain parcel of land situate in the Town of Carmel, County of Putnam and State of New York that is a portion of those lands belonging to the Town of Carmel Central Sewer District No 2 that is bounded and described as follows:

BEGINNING at a point being the most southwesterly corner of the property known as Tompkins Recycling Facility, Inc. and running from said point along property line between said Tompkins Recycling and Town of Carmel Central Sewer District No. 2

S 24°19'00" E 30.00'

THENCE, through lands of Town of Carmel Central Sewer District No. 2

S77°06'31" W 53.74'

N78°01'19" W 25.00'

N21°56'42" W 30.00'

N43°14'47" E 77.45'

To the lands now or formerly O'Connor

THENCE southeasterly along property line between said n/f O'Connor and Town of Carmel Central Sewer District No. 2

S24°19'00" E 55.00'

To the Point of BEGINNING

**PUTNAM ENGINEERING**  
ENGINEERS and ARCHITECTS  
4 OLD ROUTE 6, BREWSTER, NEW YORK 10504  
(845) 274-6784 FAX (845) 274-6764

PREPARED FOR:  
**TOMPKINS RECYCLING FACILITY INC.**  
60 OLD ROUTE 6  
TOWN OF CARMEL  
PUTNAM COUNTY, NEW YORK  
TAX MAP No. 55.11, BLOCK 1, LOT 15

DRAWING  
**TEMPORARY GRADING  
EASEMENT PLAN**

DATE: NOV. 14, 2016

PRJ MGR: BK DRAWN BY: BK

**E-001**



### LEGEND

	SIGN WITH DESIGNATION/LOCATION NUMBER (REFER TO DETAIL SHEET C-320)
	PROPOSED RETAINING WALL
	PROPOSED CONCRETE CURB
	PROPOSED CHAIN LINK FENCE
	PROPOSED GUIDE RAIL
	TRAFFIC DIRECTIONAL ARROW
	PROPOSED WALL MOUNTED LIGHT
	PROPOSED 6"Ø X 3'-6" HIGH BOLLARDS
	PROPOSED 12' X 35' LOADING AREA
	PROPOSED ROLL-OFF CONTAINER
	3' X 7' DOOR
	OVERHEAD DOOR
	100' ADJACENT AREA LINE
	WETLANDS FLAG

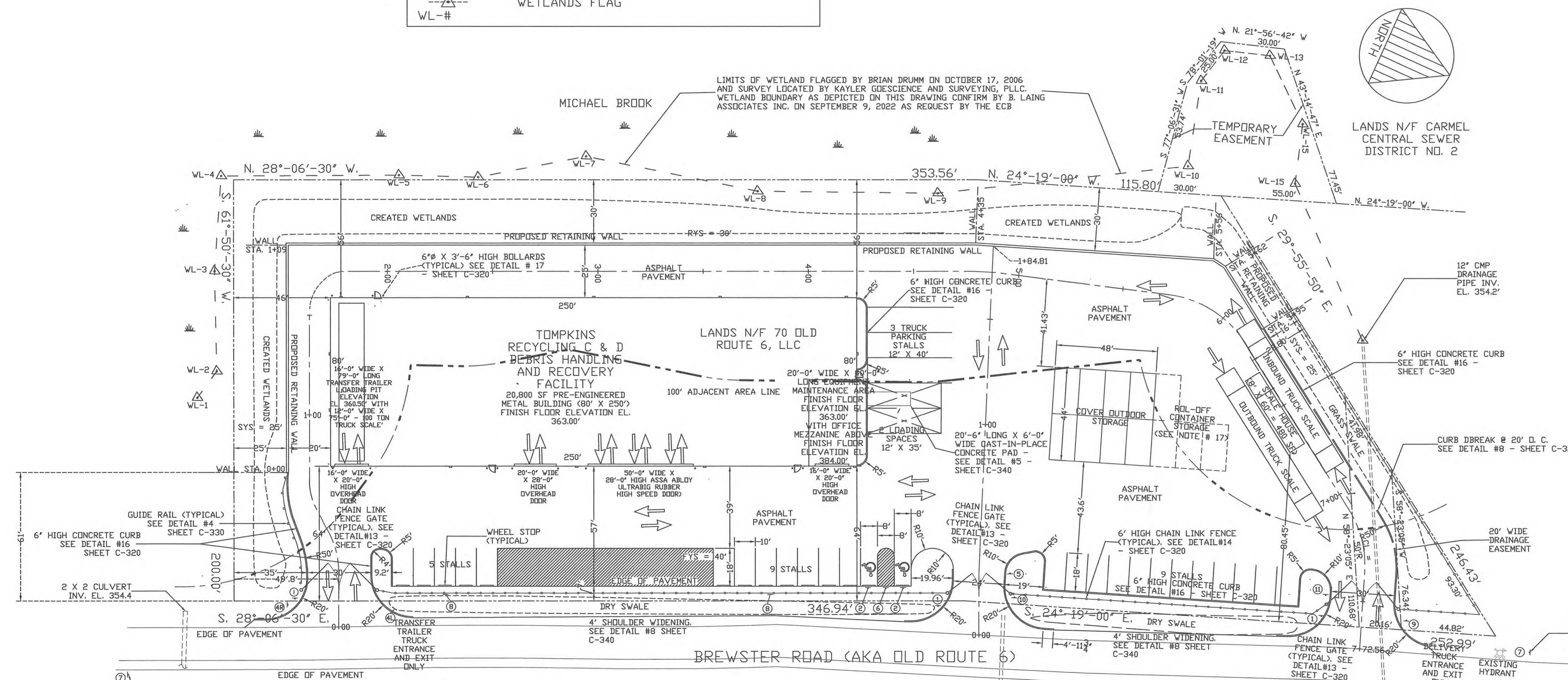
### OFF-STREET PARKING & LOADING

OFF-STREET PARKING: PER CHAPTER 63-1(B)  
 WAREHOUSE/STORAGE/HAEYV COMMERCIAL ESTABLISHMENT  
 1 PARKING SPACE FOR FOR EVERY 1,000 SF OF FLOOR AREA  
 21,280 SF/1,000 SF PER SPACE = 21.28 SPACES  
 TOTAL PARKING SPACES REQUIRED = 22  
 TOTAL PARKING SPACES PROVIDED = 23  
 OFF-STREET LOADING: PER CHAPTER 63-11(B)  
 1 LOADING SPACE FOR FOR FIRST 10,000 SF OF FLOOR AREA PLUS 1 ADDITIONAL LOADING SPACE FOR EACH ADDITIONAL 20,000 SF OF FLOOR AREA  
 TOTAL LOADING SPACES REQUIRED = 2  
 TOTAL LOADING SPACES PROVIDED = 2

### SCHEDULE OF DISTRICT REGULATIONS

ZONING: C COMMERCIAL	REQUIRED	PROVIDED
MINIMUM LOT AREA	40,000 SF	106,927 SF
MINIMUM LOT WIDTH	200 FT.	496 FT.
MINIMUM LOT DEPTH	200 FT.	200 FT.
MINIMUM YARD/SETBACKS		
FRONT YARD	40 FT.	64 FT.
SIDE YARD - LEFT	25 FT.	46 FT.
SIDE YARD - RIGHT	25 FT.	28.8 FT.
REAR YARD	30 FT.	56 FT.
MAXIMUM BUILDING HEIGHT	35 FT.	35 FT.
MAXIMUM FLOOR AREA	5,000 SF	21,280 SF
MAXIMUM LOT COVERAGE (%)	30%	19.9%

- ### GENERAL NOTES
- SITE INFORMATION TAKEN FROM A PLAN ENTITLED "EXISTING TOPOGRAPHY SECTION 181, BLDKC 1, LOT 3 & 4.1" AS PREPARED BY ZEN DESIGN CONSULTANTS, INC. DATED 11-14-2005. THE TOPOGRAPHIC DATA HAS BEEN ADJUSTED TO USGS DATUM.
  - OWNER/APPLICANT: 70 OLD ROUTE 6, LLC  
30B HOWARD PLACE  
RONKONKOMA, NEW YORK 11779
  - PROPOSED USE: COMMERCIAL
  - ALL UTILITIES INSTALLED UNDERGROUND AND IN COMPLIANCE WITH LOCAL CODES AND UTILITY COMPANY REQUIREMENTS.
  - ALL ON-SITE TRAFFIC CIRCULATION IS TWO-WAY UNLESS NOTED OTHERWISE.
  - HANDICAP PARKING SPACES, ACCESS AISLE, AND HANDICAP SYMBOLS SHALL BE DESIGNATED WITH 4 INCH BLUE PAINTED LINES. ALL OTHER PARKING SPACES SHALL BE DESIGNATED WITH 4 INCH WHITE PAINTED LINES.
  - SITE DATA: TAX MAP: 55.11-1-15  
LOT AREA = 2.45 ACRES (106,927 SF)
  - ZONING DISTRICT: C COMMERCIAL
  - ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF CHAPTER 63-11 OF THE ZONING CODE OF THE TOWN OF CARMEL.
  - SEWER SERVICE SHALL BE PROVIDED BY CONNECTION TO CARMEL SEWER DISTRICT #2. WATER SERVICE SHALL BE PROVIDED BY CONNECTION TO CARMEL WATER DISTRICT #2.
  - ALL EXTERIOR LIGHTING TO BE INSTALLED SHALL BE DOWNWARD DIRECTED AND SHALL NOT RESULT IN LIGHT SPILLING OFF THE SITE. POLE MOUNTED LIGHTING SHALL BE INSTALLED WITH CUT-OFF LUMINAIRES.
  - THE VERTICAL DUTUM - NORTH AMERICAN VERTICAL DATUM 1988 (NAVD-88) TWO FOOT CONTOUR INTERVAL
  - THERE ARE NO OUTDOOR AREA PROPOSED FOR SELLING OR DISPLAY.
  - ESTIMATE OF EMPLOYEES: 25.
  - DESCRIPTION OF OPERATION: CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING CENTER. AKA UNDER NYSDEC 360 REGULATION AS A CONSTRUCTION AND DEMOLITION DEBRIS HANDLING AND RECOVERY FACILITY.
  - TYPES OF EQUIPMENT TO BE USED: ROLL-OFF TRUCKS TRANSFER TRAILER TRUCKS, EXCAVATORS, LOADERS, ROCK CRUSHER, STUMP GRINDER.
  - INTERPRETATION THAT ROLL-OFF CONTAINERS ARE PERMITTED WAS CONFIRMED BY THE ZONING BOARD OF APPEAL ON 6-28-2007
  - THE ZONING BOARD OF APPEALS DETERMINED ON 10-25-2007 THAT THE PROPOSED USE OF A CONSTRUCTION AND DEMOLITION DEBRIS PROCESSING CENTER AND RECYCLING IS MORE RESTRICTIVE USE THAN THE CURRENT AUTOMOBILE RECYCLING AND AS SUCH IS A PERMITTED USE IN THE ZONE.



1 SITE LAYOUT PLAN  
 SCALE: 1" = 20' - 0"

- ### LIGHTING NOTES
- ALL EXTERIOR LIGHTING TO BE INSTALLED SHALL BE DOWNWARD DIRECTED AND SHALL NOT RESULT IN LIGHT SPILLING OFF THE SITE. POLE MOUNTED LIGHTING SHALL BE INSTALLED WITH CUT-OFF LUMINAIRES.
  - NO OUTDOOR STORAGE SPACE SHALL BE LIGHTED

IT IS A VIOLATION OF SECTION 7209.2 OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER ANY ITEM IN ANY WAY. IF ANY ITEM BEARING THE SEAL OF AN ENGINEER IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX HIS SEAL AND A NOTATION "ALTERED BY", FOLLOWED BY HIS SIGNATURE AND DATE OF SUCH ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION

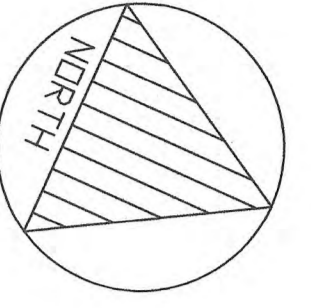
NUMBER	DATE	DESCRIPTION	BY
0	09/28/22	ISSUED FOR TOWN OF CARMEL WETLANDS PERMIT RENEWAL	E.G.K.

DESIGNED BY: EUGENE G. KEMPEY  
 DRAWN BY: EUGENE G. KEMPEY  
 CHECKED BY: EUGENE G. KEMPEY  
 APPROVED BY: EUGENE G. KEMPEY P. E.

70 OLD ROUTE 6 LLC  
 30B HOWARD PLACE  
 RONKONKOMA, NEW YORK 11779  
 KEMPEY ENGINEERING  
 1569 EAST BEECHER HILL ROAD  
 OWEGO, NEW YORK 13827  
 (607) 223-4653

ISSUE DATE	SCALE	DRAWING NUMBER	REVISION NUMBER	SHEET NUMBER
09/28/22	1" = 30'-0"	C-120	0	1 OF 7



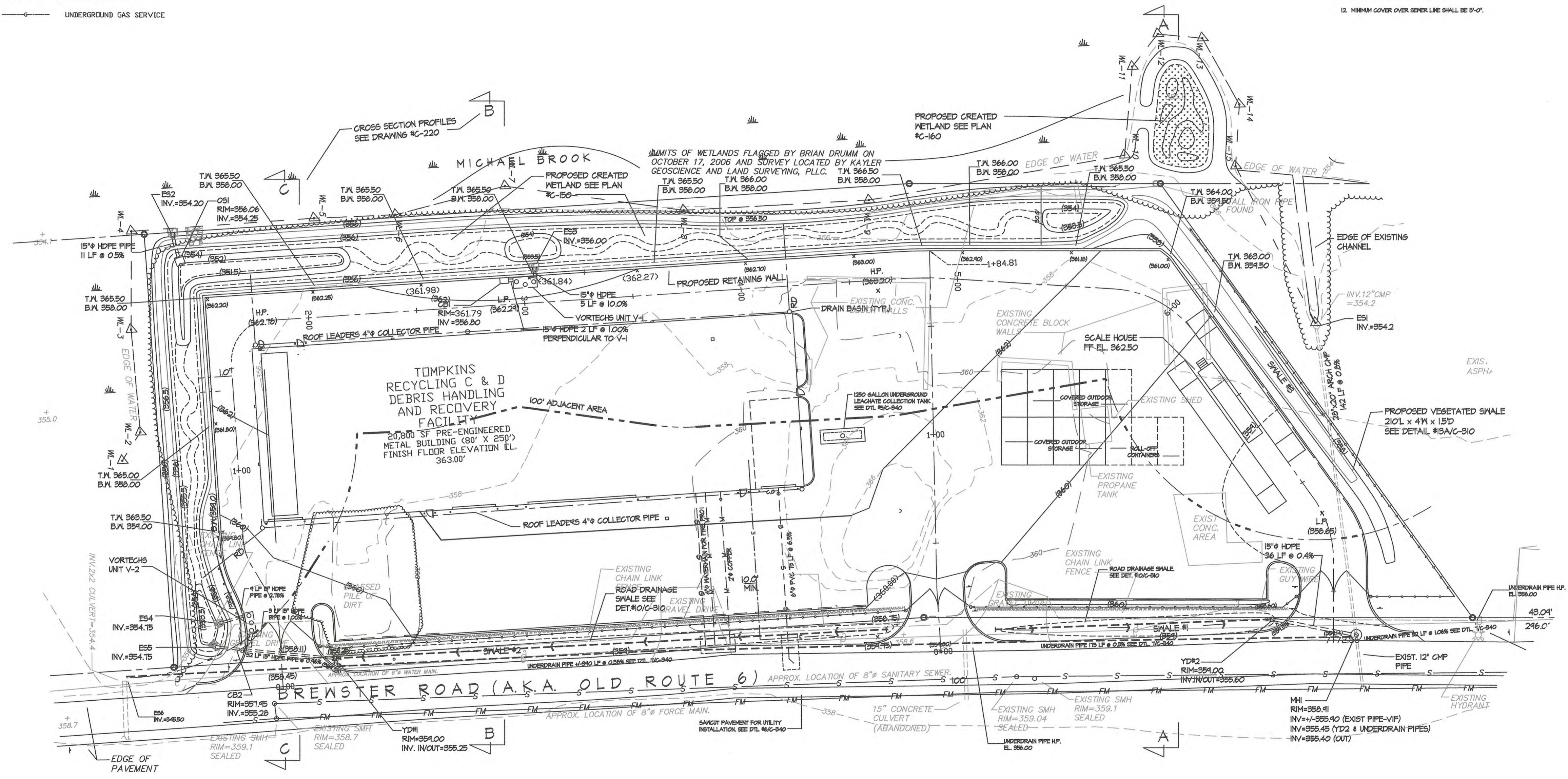


**GRADING AND UTILITIES LEGEND**

- W — WATER MAIN
- S — SANITARY SEWER PIPE
- FM — FORCE MAIN PIPE
- SM — STORM-WATER PIPE
- 490 — EXISTING CONTOURS
- (350) — PROPOSED CONTOURS
- (C) — EXISTING UTILITY POLE
- (V) — CURB VALVE
- (S) — SANITARY SEWER CLEANOUT
- (R) — PROPOSED RETAINING WALL
- (S) — PROPOSED STORM-WATER PIPE
- (E) — UNDERGROUND ELECTRIC SERVICE
- (V) — EXISTING VEGETATION
- (G) — UNDERGROUND GAS SERVICE

**GRADING & UTILITIES NOTES:**

1. PER NEW YORK STATE LAW THE CONTRACTOR SHALL CALL THE UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION (UPPO) AT 1-800-462-7462, TWO (2) FULL DAYS PRIOR TO PERFORMING ANY EXCAVATION WORK.
2. SITE INFORMATION TAKEN FROM A PLAN ENTITLED "EXISTING TOPOGRAPHY SECTION 06, BLOCK LOT 8 & 47" AS PREPARED BY DR. JOHN GONZALEZ, INC. DATED 8-4-2008.
3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND AND IN CONFORMANCE WITH LOCAL CODES AND UTILITY COMPANY REQUIREMENTS.
4. SEWER SERVICE SHALL BE PROVIDED BY CONNECTION TO CARMEL SEWER DISTRICT #2. WATER SERVICE SHALL BE PROVIDED BY CONNECTION TO CARMEL WATER DISTRICT #2.
5. ALL EXTERIOR LIGHTING TO BE INSTALLED SHALL BE DOWNWARD DIRECTED AND SHALL NOT RESULT IN LIGHT SPILLING OFF THE SITE. POLE MOUNTED LIGHTING SHALL BE INSTALLED WITH CUT-OFF LUMINAIRES.
6. THE VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1985 (NAVD 85), 2 FOOT CENTER INTERVAL.
7. EXISTING UTILITIES (VALVE BOXES, MANHOLE FRAMES AND RINGS, CATCH BASIN FRAMES AND GRATES, ETC) SHALL BE ADJUSTED AS REQUIRED TO MEET NEW FINISHED GRADES.
8. JOINTS IN SANITARY, STORM AND WATER PIPES TO BE OFFSET AT ALL CROSSINGS.
9. MINIMUM COVER OVER WATER LINE SHALL BE 4'-0".
10. TRACER WIRE (4 GA) TO BE PLACED IN ALL WATER MAIN TRENCHES AT A DEPTH OF 2'-0" BELOW FINISHED GRADE.
11. GRAVITY SEWER LATERAL IS TO BE 6".
12. MINIMUM COVER OVER SEWER LINE SHALL BE 5'-0".



**1 GRADING AND UTILITIES PLAN**  
SCALE: 1" = 30' - 0"

IT IS A VIOLATION OF SECTION 7209.2 OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER ANY ITEM IN ANY WAY. IF ANY ITEM BEARING THE SEAL OF AN ENGINEER IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX HIS SEAL AND A NOTATION "ALTERED BY", FOLLOWED BY HIS SIGNATURE AND DATE OF SUCH ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION

NUMBER	DATE	DESCRIPTION	BY	NUMBER	DATE	DESCRIPTION	BY
0	12/30/22	ISSUED FOR TOWN OF CARMEL AND NYSDEC WETLANDS PERMIT RENEWAL	E.G.K				
REVISIONS							

DESIGNED BY  
EUGENE G. KEMPEY

DRAWN BY  
EUGENE G. KEMPEY

CHECKED BY  
EUGENE G. KEMPEY

APPROVED BY  
EUGENE G. KEMPEY P. E.



70 OLD ROUTE 6 LLC  
70 OLD ROUTE 6  
CARMEL, NEW YORK 10512

KEMPEY ENGINEERING  
1569 EAST BEECHER HILL ROAD  
OWEGO, NEW YORK 13827  
(607) 223-4653

TOMPKINS RECYCLING CENTER 70 AKA 60 OLD ROUTE 6 CARMEL, NEW YORK 11704		GRADING AND UTILITIES PLAN	
ISSUE DATE: 12/30/22	SCALE: 1" = 30'-0"	DRAWING NUMBER: C-130	REVISION NUMBER: 0
		SHEET NUMBER: 1A OF 7	







**GENERAL NOTES**

- THE SITE SHALL BE DISTURBED ONLY WHERE NECESSARY. ONLY THE SMALLEST PRACTICAL AREA OF LAND SHALL BE EXPOSED NO MORE THAN 8 ACRES AT ANY ONE TIME DURING DEVELOPMENT. WHEN LAND IS EXPOSED, THE EXPOSURE SHALL BE LEFT TO THE SHORTEST PRACTICAL PERIOD OF TIME BY IMMEDIATE STABILIZATION PER THE STABILIZATION NOTES. UNLESS OTHERWISE SPECIFIED, ALL DISTURBED AREAS ARE CONSIDERED STABILIZED PER THE NOTES. UNLESS OTHERWISE SPECIFIED, VEGETATION COVER IS ACQUIRED OR MAINTAINED STABILIZATION MEASURES SUCH AS MULCH, EROSION CONTROL BLANKET, ETC. HAVE BEEN PROPERLY EMPLOYED. NO WORK SHALL CONTINUE BEFORE PROPER DISTURBANCE IS STABILIZED.
- WHEREVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED.
- AREAS UNDERGOING EARTHWORK, HEREIN SOIL IS TO BE LEFT EXPOSED FOR MORE THAN FIFTEEN DAYS SHOULD BE STABILIZED WITH EITHER TEMPORARY OR PERMANENT VEGETATIVE COVER. TEMPORARY COVER SHOULD BE USED WHEN THE PROJECT SCHEDULE DEMANDS IT. PERMANENT VEGETATIVE COVER SHALL BE INSTALLED IMMEDIATELY UPON COMPLETION OF WORK. UNLESS OTHERWISE SPECIFIED, VEGETATIVE COVER SHALL BE INSTALLED, SEE SPECIFICATIONS FOR FURTHER DETAILS.
- THE PROJECT OWNER / DEVELOPER OR DESIGNATED REPRESENTATIVE SHALL ARRANGE A PRE-CONSTRUCTION MEETING WITH THE CONTRACTOR, REPRESENTATIVES OF TOWN OF CARMEL, NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND TOWN AND PROJECT OWNERS PRIOR TO START OF CONSTRUCTION ACTIVITIES.
- TEMPORARY MEASURES SHALL BE MAINTAINED BY PROJECT OWNER / DEVELOPER OR A DESIGNATED REPRESENTATIVE (SUCH AS THE GENERAL CONTRACTOR) DURING THE ENTIRE CONSTRUCTION PERIOD. AFTER THE CONSTRUCTION IS COMPLETED A PERMANENT MEASURES SHALL BE MAINTAINED BY THE PROPERTY OWNERS. LEGALLY BINDING DOCUMENTS SHALL BE INCLUDED WITH THE SALE OF THE PROPERTY (PROPERTIES) TO ENSURE FUTURE OWNERS MAINTAIN THE EROSION CONTROL MEASURES.
- THE PROJECT OWNER / DEVELOPER OR DESIGNATED REPRESENTATIVE SHALL RETAIN THE SERVICE OF QUALIFIED PERSONNEL (LICENSED PROFESSIONAL ENGINEER, CERTIFIED PROFESSIONAL IN EROSION & SEDIMENT CONTROL, OR SOIL SCIENTIST) TO PERFORM SITE INSPECTIONS DURING THE CONSTRUCTION PERIOD AND FINAL SITE INSPECTION AT PROJECT COMPLETION.
- THE CONTRACTOR SHALL MAKE AVAILABLE ON SITE, ALL EQUIPMENT, MATERIALS AND LABOR NECESSARY TO EFFECT EMERGENCY REPAIR AND REPLACEMENT OF THE EROSION CONTROL MEASURES.
- SITE INSPECTIONS DURING CONSTRUCTION PERIOD SHALL BE PERFORMED AT LEAST EVERY 1 CALIBRATED DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER. DURING WINTER, IF THE SOIL DISTURBANCE IS COMPLETELY SUSPENDED AND THE SITE IS PROPERLY STABILIZED, INSPECTIONS MAY BE REDUCED, BUT SHALL MAINTAIN A MINIMUM OF MONTHLY INSPECTIONS IN ALL SITUATIONS EVEN WHEN THERE IS TOTAL WINTER SHUTDOWN. DURING PERIODS OF REDUCED INSPECTION FREQUENCY, INSPECTIONS MUST STILL BE DONE AFTER EVERY STORM EVENT OF 0.5 INCHES OR GREATER. TO BE ALLOWED TO REDUCE INSPECTION FREQUENCY, THE OPERATOR MUST COMPLETE STABILIZATION ACTIVITIES (PROTECTIVE CONTROLS, TRASH BARRENDS, ETC.) BEFORE PROPER INSTALLATION IS PRECIPITATED BY SNOW COVER OR FROZEN GROUND. IF VEGETATION IS DEEMED SUFFICIENT PLANTING AND/OR SOIL STABILIZATION MUST BE SCHEDULED TO AVOID WASH-OFF FROM FLOOD PROTECTION AND ALLOW FOR PROPER GERMINATION/ESTABLISHMENT.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST BY SPRINKLING EXPOSED AREAS FREQUENTLY WITH WATER.
- THE PROJECT OWNER / DEVELOPER OR DESIGNATED REPRESENTATIVE SHALL KEEP EROSION CONTROL REPORTS AND LOGS AT THE SITE. A SUMMARY OF INSPECTION ACTIVITIES SHALL BE POSTED AT A PUBLICLY ACCESSIBLE AREA OF THE SITE ON A MONTHLY BASIS.
- PRIOR TO START OF CONSTRUCTION ACTIVITIES, THE PROJECT OWNER / DEVELOPER OR DESIGNATED REPRESENTATIVE SHALL NOTIFY THE TOWN OF CARMEL, NEW YORK STATE AND LOCAL EROSION & SEDIMENT CONTROL REQUIREMENTS.
- THE PROJECT OWNER / DEVELOPER OR DESIGNATED REPRESENTATIVE SHALL PROVIDE A PHONE NUMBER TO THE DIRECTOR OF CODE ENFORCEMENT FOR USE IN EMERGENCY SITUATIONS.
- THE OPERATOR/OWNER SHALL MAINTAIN THE CONSTRUCTION SITE FREE OF DEBRIS, LITTER AND CONSTRUCTION CHEMICALS. A DUMPSTER SHALL BE LOCATED ON THE SITE AND PICK UP ARRANGED WHEN IT IS FULL.

**ON SITE POLLUTION CONTROL MEASURES**

- POLLUTION PREVENTION MEASURES TO CONTROL LITTER, CONSTRUCTION CHEMICALS AND CONSTRUCTION DEBRIS.**
  - HEREIN SHALL BE A RECEIPTABLE PLACED ON THE SITE TO TEMPORARILY STORE LITTER AND DEBRIS. CONSTRUCTION MATERIALS (SUCH AS BAGS OF GARBAGE) SHALL NOT BE USED TO TRANSFER ANY GARBAGE FROM ANY OTHER OFF-SITE ACTIVITY.
  - THE RECORD OWNER SHALL BE RESPONSIBLE FOR KEEPING THE SITE FREE OF LITTER AT ALL TIMES DURING CONSTRUCTION ACTIVITIES. THE OWNER MAY DESIGNATE A CONTRACTOR IN CHARGE AS A RESPONSIBLE PARTY.
  - THE SITE SHALL BE INSPECTED AT THE END OF EACH WORKDAY AND TRASH AND DEBRIS SHALL BE PICKED UP AND PLACED IN OFF-SITE DISPOSING OR OTHERS REMOVED FROM THE SITE.
  - A PORTABLE TOILET FACILITY SHALL BE PROVIDED FOR CONSTRUCTION WORKERS AND AN ADDITIONAL FACILITY FOR EMERGENCY ON-SITE USES.
  - CONSTRUCTION VEHICLES SHALL BE SERVICED OFF-SITE AT A PROPER FACILITY. LEAKAGE OR OIL SPILLS FROM VEHICLES SHALL NOT BE LOCATED ON SITE. NO OIL CHANGES OR OIL FILLS SHALL BE PERMITTED ON SITE. OIL SPILLS SHALL BE PROPERLY REPORTED TO THE TOWNSHIP AND TOWN SOLED PAGES AND ROLLS SHALL BE USED TO TEMPORARILY CONTAIN ANY SPILLS.
  - CHEMICAL GULP ADDITIVES OR HERBICIDES SHALL NOT BE USED ON SITE DURING CONSTRUCTION.
- THE CONTAINERS SHALL BE OF SUFFICIENT SIZE FOR THE CONSTRUCTION ACTIVITY. CONTAINERS SHALL BE EMPLOYED BY AN APPROVED CARTER TO A PROPER FACILITY WHEN FULL. CONTAINERS SHALL BE COVERED TO PREVENT INFILTRATION OF RAIN AND WEATHER AND TO PREVENT PESTICIDE DEBRIS REMOVAL.
- PAINTS, CHEMICALS OR OTHER TOXIC SUBSTANCES SHALL NOT BE PLACED IN TRASH CONTAINERS. PAINTS, CHEMICALS OR TOXIC SUBSTANCES SHALL BE REMOVED FROM SITE BY AN APPROVED LICENSED CARTER.
- THERES SHALL BE NO OPEN FIRES OR BARBELL FIRES PERMITTED.
- DEBRIS OR TRASH PILES ARE NOT PERMITTED. DEBRIS SHALL BE PLACED IN TRASH CONTAINERS. PAINTS, CHEMICALS OR TOXIC SUBSTANCES SHALL BE PROTECTED BY SILT FENCE SIMILAR TO TOPSOIL STOCKPILES.
- ON SITE STORAGE OF CONSTRUCTION AND INMATE MATERIALS.**
  - CONSTRUCTION MATERIALS STORED ON SITE ARE ANTICIPATED TO BE:
    - SAND, STONE AND CRUSHED ROCK
    - BRICKS OR OTHER BRICKS
    - SOIL STOCKPILES
    - BUILDING PRODUCTS (WOOD, STEEL FRAMING, INSULATOR BOARDS, PLYWOOD, FLOOR DRAINAGE STRUCTURES)
    - CONSTRUCTION EQUIPMENT AND MATERIALS
    - CONSTRUCTION EQUIPMENT AND MATERIALS
    - CONSTRUCTION EQUIPMENT AND MATERIALS
  - POLLUTION CONTROL SHALL CONSIST OF:
    - POLLUTION PREVENTION MEASURES DESCRIBED IN SECTION "A".
    - THE COVERS OF EMPLOYED PRODUCTS WHEN NOT IN USE.

**STABILIZATION NOTES:**

- TEMPORARY VEGETATIVE COVER:
  - SCAFFY COMPOSTED SOIL AREAS
  - LINE AS REQUIRED TO PH. E.S.
  - FERTILIZE WITH 10-20-20 OR 200 LBS/AC.
  - INCORPORATE AMENDMENTS INTO SOIL WITH DISC HARBOR.
  - SEED AS FOLLOWS:
    - SPRING: 50% BENTHALENSIS FULL PLANTING, ANNUAL RYEGRASS AND CEREAL GRASS AT 50 LBS/AC
    - LATE FALL: FULLY FULLY PLANTING, ARISTOCYTUS RIVER RYE AT 100 LBS/AC

DURING WINTER CONSTRUCTION OR PERIODS OF WEATHER, TEMPORARY SLOPE STABILIZATION SHALL BE PROVIDED BY EITHER A ROLLED EROSION CONTROL PRODUCT OR A HEAVY MULCH LAYER. STABILIZATION SHALL BE PROVIDED TO THE AREA IN THE STORM WITH THE APPROPRIATE SEEDING.

DURING DRY WEATHER CONSTRUCTION, ALL SEEDED AREAS ARE TO BE ADEQUATELY WATERED TO ENSURE VEGETATIVE COVER.

- PERMANENT VEGETATIVE COVER:
  - GRASS TO FINISHED SLOPE.
  - SCAFFY COMPOSTED SOIL AREAS
  - LINE AS REQUIRED TO PH. E.S.
  - FERTILIZE WITH 10-20-20 AT RATE 200 LBS/AC.
  - SEED AS FOLLOWS:
    - SPRING: 50% BENTHALENSIS FULL PLANTING, ANNUAL RYEGRASS AND CEREAL GRASS AT 50 LBS/AC
    - LATE FALL: FULLY FULLY PLANTING, ARISTOCYTUS RIVER RYE AT 100 LBS/AC

IN ORDER TO EFFECTIVELY CONTROL EROSION AND SEDIMENT, CONTRACTOR SHALL FOLLOW THE LOCATION, MATERIALS AND PROCEDURES SHOWN ON THE "EVALUATION AND FILL PLAN, DRAWING C-602, EROSION AND SEDIMENT CONTROL PLAN, DRAWING C-603, SHOWN ON SHEETS C-602 AND C-603 AND THE FOLLOWING SEQUENCE OF CONSTRUCTION:

- CONTRACTOR TO RETAIN ALL EROSION CONTROL MEASURES AS SHOWN ON DRAWING C-602.
- RELOCATE THE STABILIZED CONSTRUCTION ENTRANCE TO THE PROPOSED GATE #2 LOCATION AS SHOWN ON THE PLAN.
- EXCAVATE TRENCHES FOR DRY SPILLS IN #1 AND FOR UNDERDRAN PIPES. INSTALL YARD DRAIN #2 AND HARBOR #2 ALONG WITH CONCRETE AND OUTSIDE PIPES. TRENCHES TO BE BACKFILLED IMMEDIATELY UPON COMPLETION OF INSTALLATION OF PIPES EXPOSED SOIL TO BE STABILIZED IMMEDIATELY AFTER BACKFILL.
- PROTECT INLET PER DETAIL C-603.
- INSTALL TEMPORARY BARRIERS DRAINAGE #2.
- REMOVE GRADE THE SITE. FILL MATERIAL SHALL BE FREE FROM ROOTS, VEGETATION AND OVERSIZED STONES. FILL TO BE PLACED IN 8 INCH LIFTS AND COMPACTED TO 95% DRY DENSITY BY MECHANICAL MEANS. STABILIZE DISTURBED AREAS IMMEDIATELY AFTER GRADING FOR "STABILIZATION NOTES". ALL FILL IMPORTED FOR THE SITE SHALL INCLUDE A MANIFEST ATTESTING TO IT BEING CLEAN FILL.

**MAINTENANCE PROGRAM.**

- THE PROJECT CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES WITHIN THE PROJECT PROPERTY.
- PRIOR TO THE DETERMINATION OF A PROJECT CONTRACTOR THE PROJECT APPLICANT SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL TEMPORARY AND PERMANENT MEASURES.
- TEMPORARY MEASURES:
  - SILT FENCES SHALL BE MAINTAINED AS MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT OFF PUBLIC RIGHTS-OF-WAY. VISUAL INSPECTION SHALL BE PERFORMED DAILY THROUGHOUT THE PROJECT PERIOD. VISUAL INSPECTION SHALL BE PERFORMED DAILY THROUGHOUT THE PROJECT PERIOD. VISUAL INSPECTION SHALL BE PERFORMED DAILY THROUGHOUT THE PROJECT PERIOD. VISUAL INSPECTION SHALL BE PERFORMED DAILY THROUGHOUT THE PROJECT PERIOD.
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  - INLET PROTECTION SHALL BE MAINTAINED AS MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT OFF PUBLIC RIGHTS-OF-WAY. VISUAL INSPECTION SHALL BE PERFORMED DAILY THROUGHOUT THE PROJECT PERIOD. VISUAL INSPECTION SHALL BE PERFORMED DAILY THROUGHOUT THE PROJECT PERIOD. VISUAL INSPECTION SHALL BE PERFORMED DAILY THROUGHOUT THE PROJECT PERIOD.
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**VEHICLE & EQUIPMENT FUELING AND WET NOZZLE REPORT:**

VEHICLE EQUIPMENT FUELING PROCEDURES AND PRACTICES ARE DESIGNED TO PREVENT FUEL SPILLS AND LEAKS AND REDUCE OR ELIMINATE CONTAMINATION OF ENVIRONMENT. THIS IS ACCOMPLISHED BY FUELING IN DESIGNATED AREAS ONLY, IMPLEMENTING SPLIT CONTROLS, AND TRAINING EMPLOYEES AND SUBCONTRACTORS IN PROPER FUELING PROCEDURES.

DESIGNATED AREAS SHALL BE MAINTAINED AS MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT OFF PUBLIC RIGHTS-OF-WAY. VISUAL INSPECTION SHALL BE PERFORMED DAILY THROUGHOUT THE PROJECT PERIOD. VISUAL INSPECTION SHALL BE PERFORMED DAILY THROUGHOUT THE PROJECT PERIOD. VISUAL INSPECTION SHALL BE PERFORMED DAILY THROUGHOUT THE PROJECT PERIOD.

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VEHICLE AND EQUIPMENT FUELING SHOULD ONLY BE USED WHEN IT IS IMPRACTICAL TO SEND VEHICLES AND EQUIPMENT TO NEARBY FUELING STATIONS.

- VEHICLES AND EQUIPMENT SHOULD BE INSPECTED EACH DAY OF USE FOR LEAKS. LEAKS SHOULD BE REPAIRED IMMEDIATELY. PROBLEM VEHICLES OR EQUIPMENT SHOULD BE REMOVED FROM THE PROJECT SITE.
- KEEP APPROPRIATE RECORDS OF FUELING ACTIVITIES.
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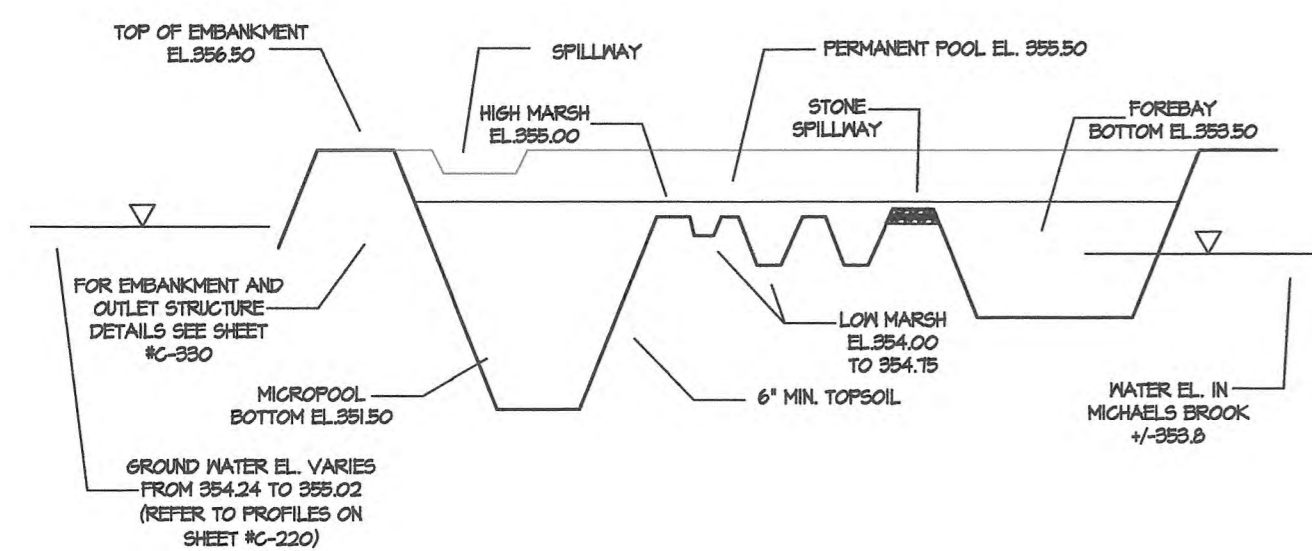
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**PERMANENT MEASURES**

MAINTENANCE ITEM	SATISFACTORY / UNSATISFACTORY	COMMENTS
<b>EROSION CONTROL</b>		
1. EROSION CONTROL (MONTHLY)		
2. CHECK DAMS OR EROSION PROTECTORS (ANNUAL, PRIOR TO AND WITHIN 24 HOURS AFTER ALL FORECASTED MAJOR STORMS)		
3. CHECK DAMS OR EROSION PROTECTORS (ANNUAL, PRIOR TO AND WITHIN 24 HOURS AFTER ALL FORECASTED MAJOR STORMS)		
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MAINTENANCE ITEM	SATISFACTORY / UNSATISFACTORY	COMMENTS
<b>VEGETATION</b>		
1. VEGETATION HEALTH AND GROWTH		
2. VEGETATION HEALTH AND GROWTH		
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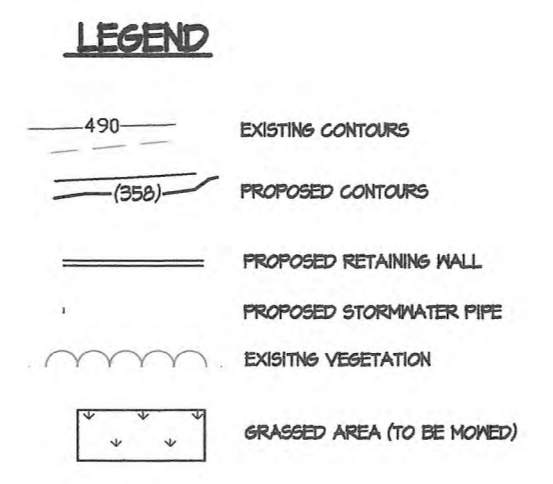




**WETLAND PLANTING LEGEND:**

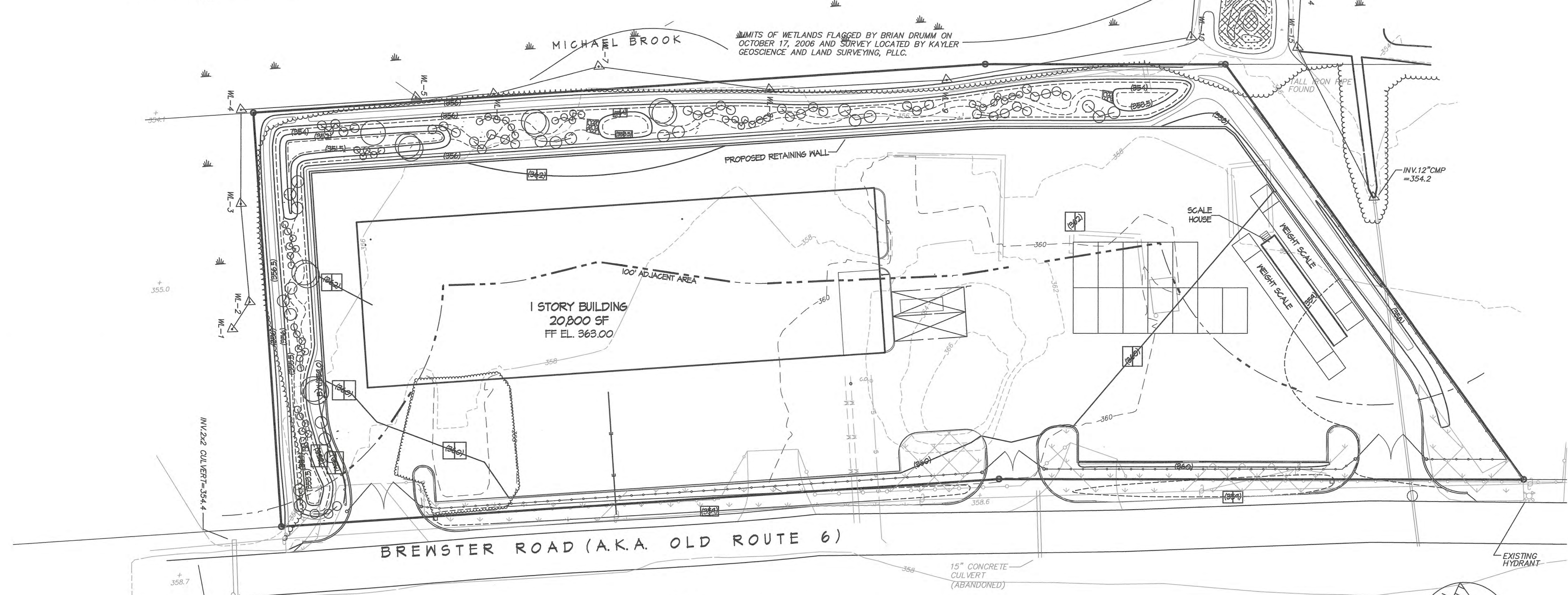
NETLAND BUFFER SEED MIX: REPAIRAN BUFFER MIX (BANK MIX OR EQUIVALENT) SEEDS AT 15 POUNDS PER ACRE.  
 SEEDING WILL BE SUPPLEMENTED WITH BARE ROOT PLANT MATERIAL AT SPACING OF 2 FEET ON CENTER AS SHOWN ON PLAN. THE FOLLOWING SPECIES ARE TO BE USED:

SYMBOL	PLANTING	# OF PLANTS	SIZE
CA	CLETHRA ALNIFOLIA (SWEEP PEPPERBUSH)	8	2-3 GAL.
SP	SCIRPUS PAMIDENS (COMMON THREE-SQUARE)	17	1-2 GAL.
AV	ANDROPOGON VIRGATUS (BROOM SEDGE)	14	1-2 GAL.
SA	SCIRPUS ACUTUS (SHARP-TOOTH BLADE)	17	1-2 GAL.
IV	ILEX VERTICILLATA (WINTERGREEN HOLLY)	2	2-3 GAL.
PV	PANGAM VIRGATUM (SWITCHGRASS)	14	1-2 GAL.
JE	JUNCUS EFFUSUS (SOFT RUSH)	17	1-2 GAL.
FB	POLYGONUM SP. (SWAMPWEED)	15	1-2 GAL.
SD	SALIX DISCOLOR (POOPY WILLOW)	2	2-3 GAL.
CS	CAREX STRICTA (SEEDS)	16	1-2 GAL.

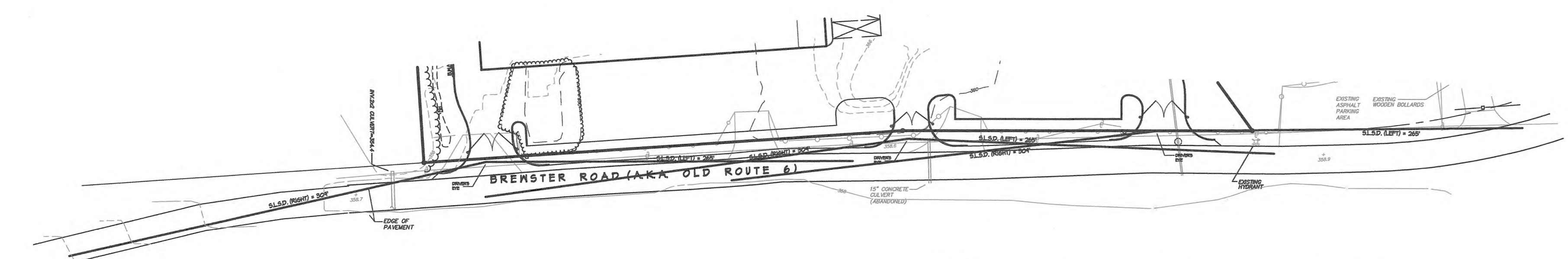


- PLANTING NOTES:**
- ALL PLANT MATERIALS SHALL BE NURSERY GROWN, FULLY FORMED AND IN A HEALTHY CONDITION FREE OF INSECTS, FUNGI, DISEASE OR DAMAGE AT THE TIME OF INSTALLATION.
  - ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN.
  - ALL LANDSCAPING SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION THROUGHOUT THE DURATION OF THE USE BEING PERMITTED. PLANTS NOT SO MAINTAINED SHALL BE REPLACED WITH HEALTHY NEW PLANTS OF COMPARABLE SIZE, TYPE AND QUANTITY AT THE BEGINNING OF THE NEXT FISCAL YEAR FOLLOWING GROWING SEASON.
  - TYPICAL ALL DESIGNED AREAS WITH NOT LESS THAN FOUR (4) ROWS OF RETAINABLE TOPSOIL MATERIAL.
  - SEED DESIGNED AREAS IN ACCORDANCE WITH THE SLOPE STABILIZATION NOTES ON DRAWING KC-140.

**SCHEMATIC WETLAND PROFILE**  
N.T.S.

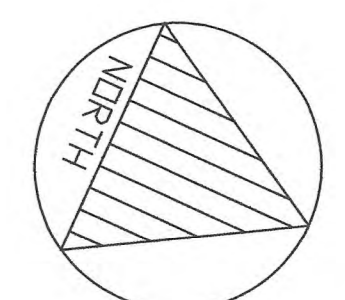


**1 LANDSCAPING PLAN**  
SCALE: 1" = 30' - 0"



**1 SIGHT DISTANCE PLAN**  
SCALE: 1" = 60' - 0"

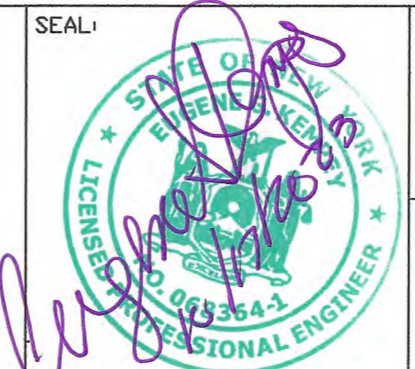
**LINE OF SIGHT COMPUTATIONS**  
 CALCULATION BASED ON "POLICY ON GEOMETRIC DESIGN OF HIGHWAYS & STREETS" AASHTO  
 $SSD = 1.47V^2(h_1 + h_2)$   
 DESIGN SPEED V = 50 MPH  
 TOP (H1) = 5.0 FT (1.524 M)  
 NORTHBOUND - LEVEL (LESS THAN 0.1% SLOPE)  
 SOUTHBOUND - LEVEL (LESS THAN 0.1% SLOPE)  
 SLS.D. (LEFT) = 1.47(50^2)(5.0) = 269'  
 SLS.D. (RIGHT) = 1.47(50^2)(4.0) = 204'



IT IS A VIOLATION OF SECTION 7209.2 OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER ANY ITEM IN ANY WAY. IF ANY ITEM BEARING THE SEAL OF AN ENGINEER IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX HIS SEAL AND A NOTATION "ALTERED BY", FOLLOWED BY HIS SIGNATURE AND DATE OF SUCH ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION

NUMBER	DATE	DESCRIPTION	BY	NUMBER	DATE	DESCRIPTION	BY
0	09/28/22	ISSUED FOR TOWN OF CARMEL WETLANDS PERMIT RENEWAL	E.G.K.				
REVISIONS							

DESIGNED BY  
EUGENE G. KEMPEY  
 DRAWN BY  
EUGENE G. KEMPEY  
 CHECKED BY  
EUGENE G. KEMPEY  
 APPROVED BY  
EUGENE G. KEMPEY P. E.



70 OLD ROUTE 6 LLC  
 30B HOWARD PLACE  
 RONKONKOMA, NEW YORK 11779  
 KEMPEY ENGINEERING  
 1569 EAST BEECHER HILL ROAD  
 OWEGO, NEW YORK 13827  
 (607) 223-4653

TOMPKINS RECYCLING CENTER  
 70 AKA 60 OLD ROUTE 6  
 CARMEL, NEW YORK 10512  
**LANDSCAPE AND SIGHT DISTANCE PLAN**

ISSUE DATE	SCALE	DRAWING NUMBER	REVISION NUMBER	SHEET NUMBER
09/28/22	AS NOTED	C-150	0	3 OF 7



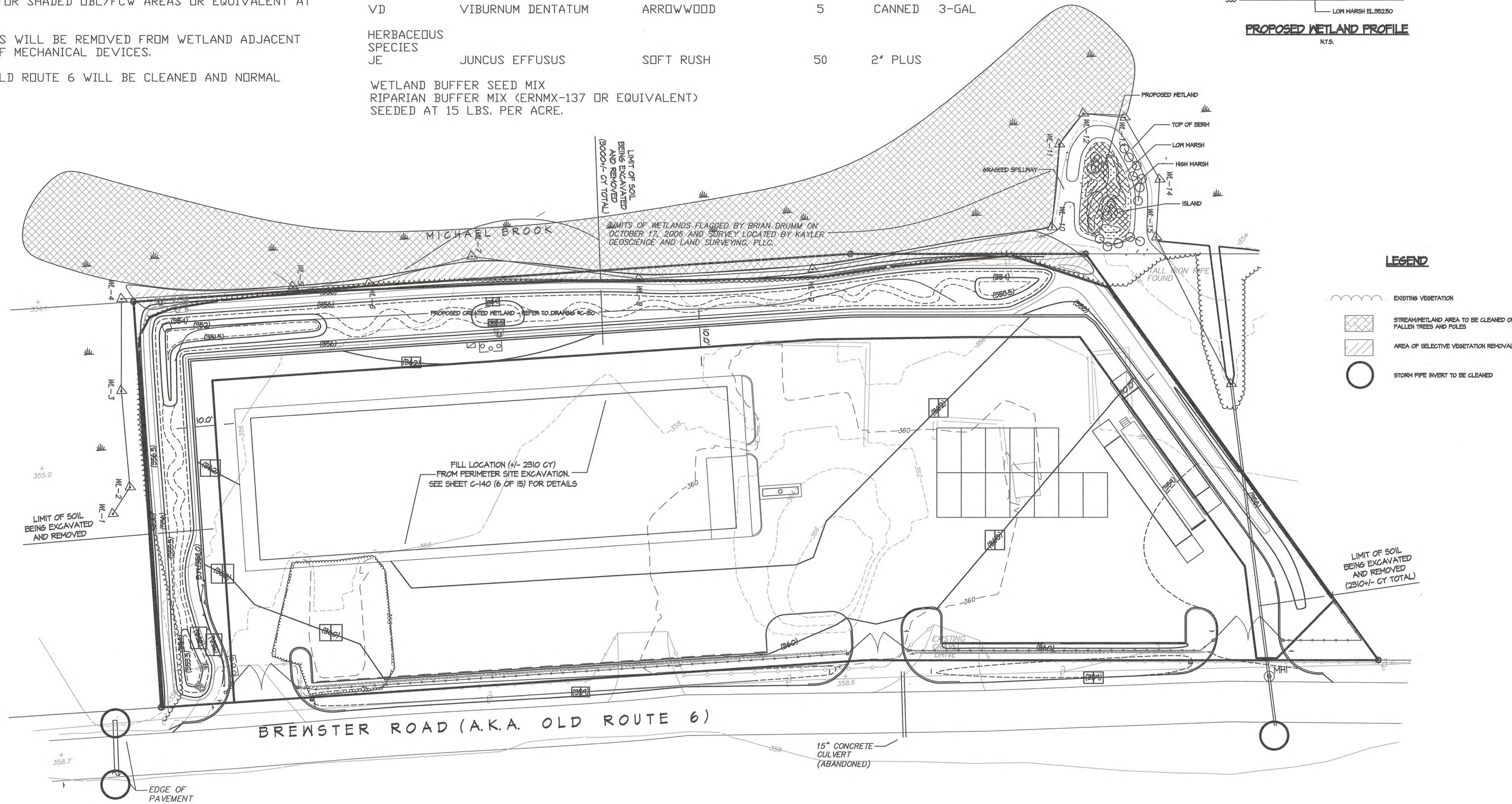
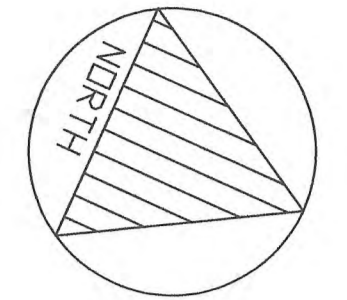
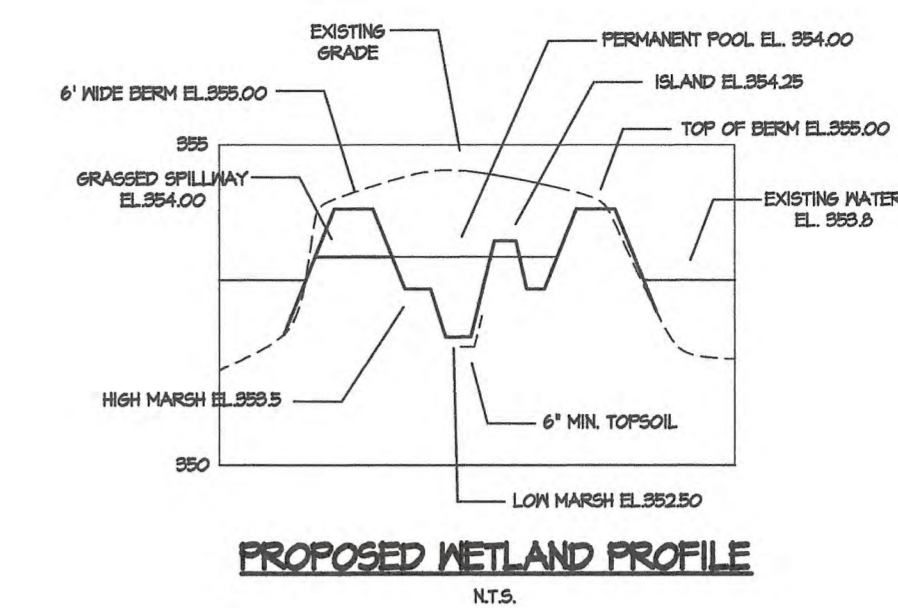
# WETLANDS AND BUFFER RESTORATION NOTES:

1. THE WETLAND AND STEAM CORRIDOR ADJACENT TO MICHEAL'S BROOK WILL BE CLEARED OF DEBRIS AND FALLEN TREES TO RESTORE FLOW.
2. THE SMALL PENINSULA AREA OF HISTORIC DEBRIS IN THE NORTHWEST PORTION OF THE SITE WILL BE CLEARED, CLEANED OUT AND RE-GRADED AS AN EXTENSION OF THE WETLAND AREAS, AS SHOWN ON THE PLAN. STRUBS AND HERBACEOUS MATERIAL WILL BE ADDED AS SHOWN AND THE AREA OVER-SEEDED WITH ERNMX-137 WETLAND MIX FOR SHADED OBL/FCW AREAS OR EQUIVALENT AT 15 LBS. PER ACRE.
3. ANY INVASIVE PLANT SPECIES WILL BE REMOVED FROM WETLAND ADJACENT AREAS BY HAND WITHOUT USE OF MECHANICAL DEVICES.
4. EXISTING CULVERTS UNDER OLD ROUTE 6 WILL BE CLEANED AND NORMAL FLOW RESTORED.

# PLANT LIST FOR WETLAND BUFFER ENHANCEMENT AREAS

ID	SCIENTIFIC PLANT NAME	COMMON PLANT NAME	QUANTITY	ROOT	SIZE
TREES					
AC	AMELANCHIER CANADENSIS	SHADBLOW	6	CANNED	5-GAL
SHRUBS					
SD	SALIX DISCOLOR	PUSSY WILLOW	7	CANNED	3-GAL
VD	VIBURNUM DENTATUM	ARROWWOOD	5	CANNED	3-GAL
HERBACEOUS SPECIES					
JE	JUNCUS EFFUSUS	SOFT RUSH	50	2' PLUS	

WETLAND BUFFER SEED MIX  
 RIPARIAN BUFFER MIX (ERNMX-137 OR EQUIVALENT)  
 SEEDED AT 15 LBS. PER ACRE.



1  
 C-160/160  
 WETLAND BUFFER ENHANCEMENT PLAN & SOIL EXCAVATION AND FILL PLAN  
 SCALE: 1" = 30' - 0"

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NUMBER	DATE	DESCRIPTION	BY	NUMBER	DATE	DESCRIPTION	BY
0	09/28/22	ISSUED FOR TOWN OF CARMEL WETLANDS PERMIT RENEWAL	E.G.K				
REVISIONS							

DESIGNED BY  
EUGENE G. KEMPEY

DRAWN BY  
EUGENE G. KEMPEY

CHECKED BY  
EUGENE G. KEMPEY

APPROVED BY  
EUGENE G. KEMPEY P. E.



70 OLD ROUTE 6 LLC  
 30B HOWARD PLACE  
 RONKONKOMA, NEW YORK 11779

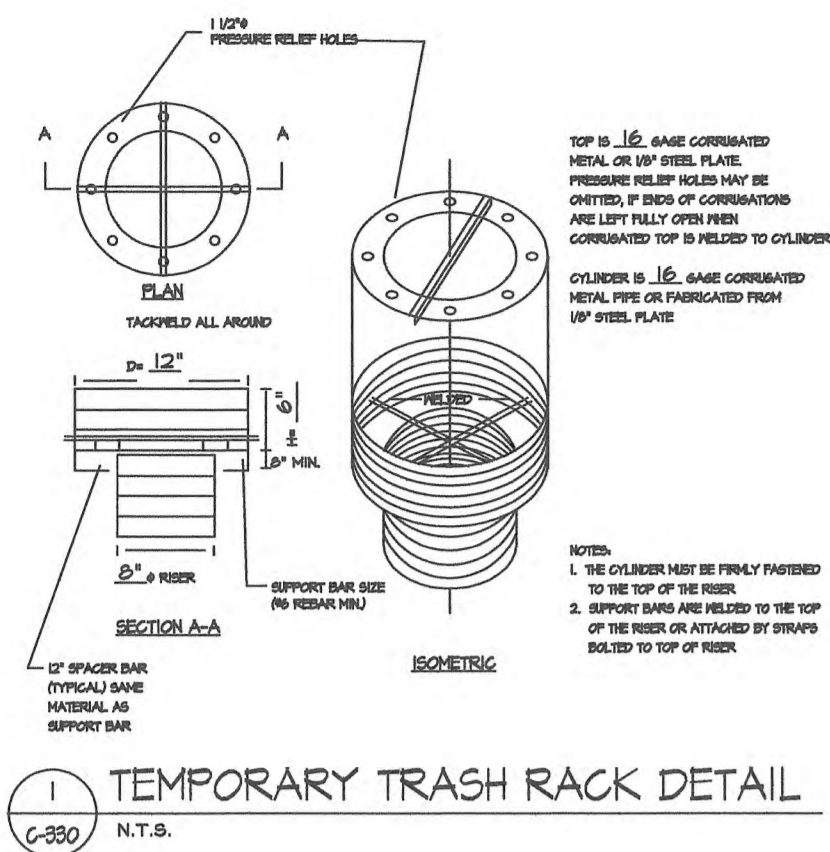
KEMPEY ENGINEERING  
 1569 EAST BEECHER HILL ROAD  
 DWEGO, NEW YORK 13827  
 (607) 223-4653

TOMPKINS RECYCLING CENTER  
 70 AKA 60 OLD ROUTE 6  
 CARMEL, NEW YORK 10512

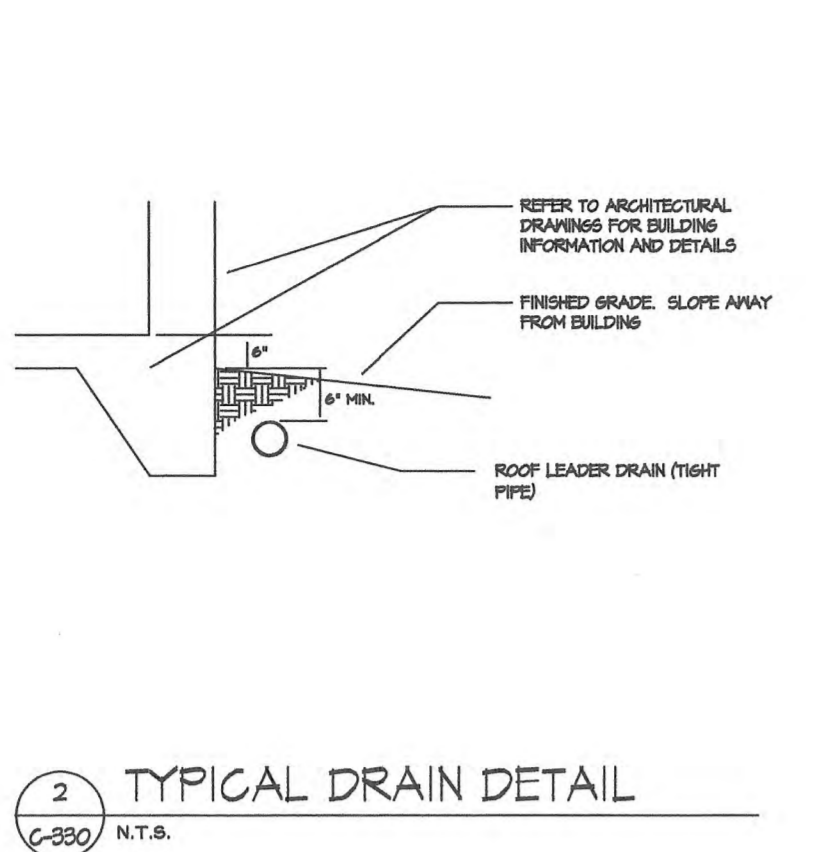
WETLAND BUFFER ENHANCEMENT PLAN & SOIL EXCAVATION AND FILL PLAN

ISSUE DATE	SCALE	DRAWING NUMBER	REVISION NUMBER	SHEET NUMBER
09/28/22	1" = 30'-0"	C-160	0	4 OF 7

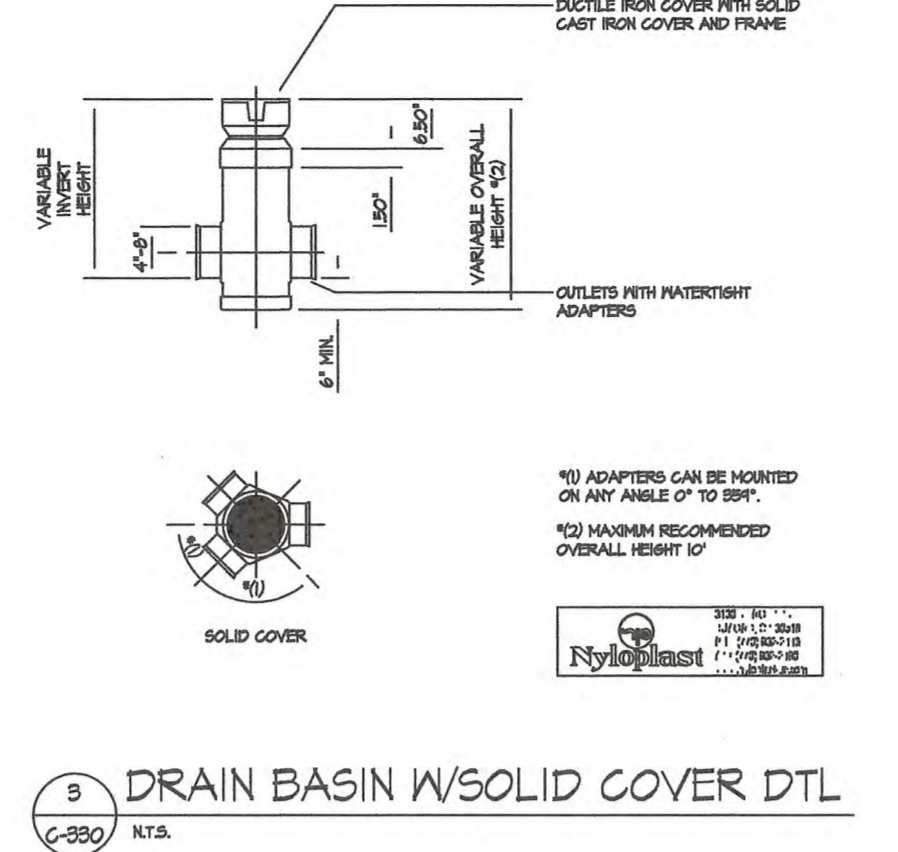




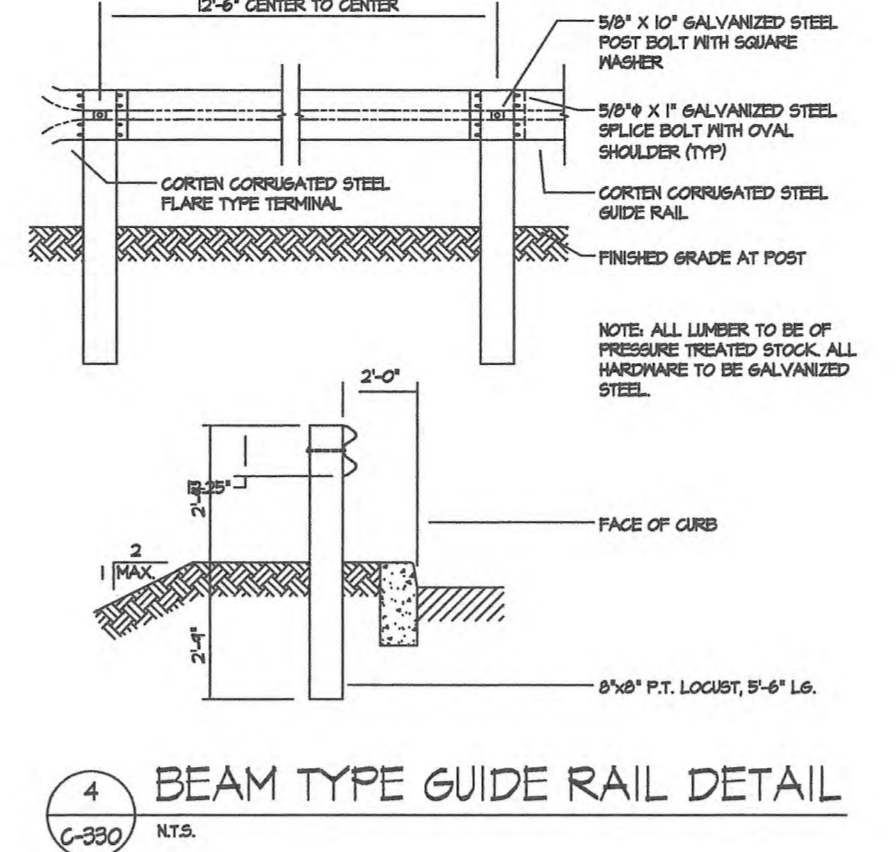
1 TEMPORARY TRASH RACK DETAIL  
C-330 N.T.S.



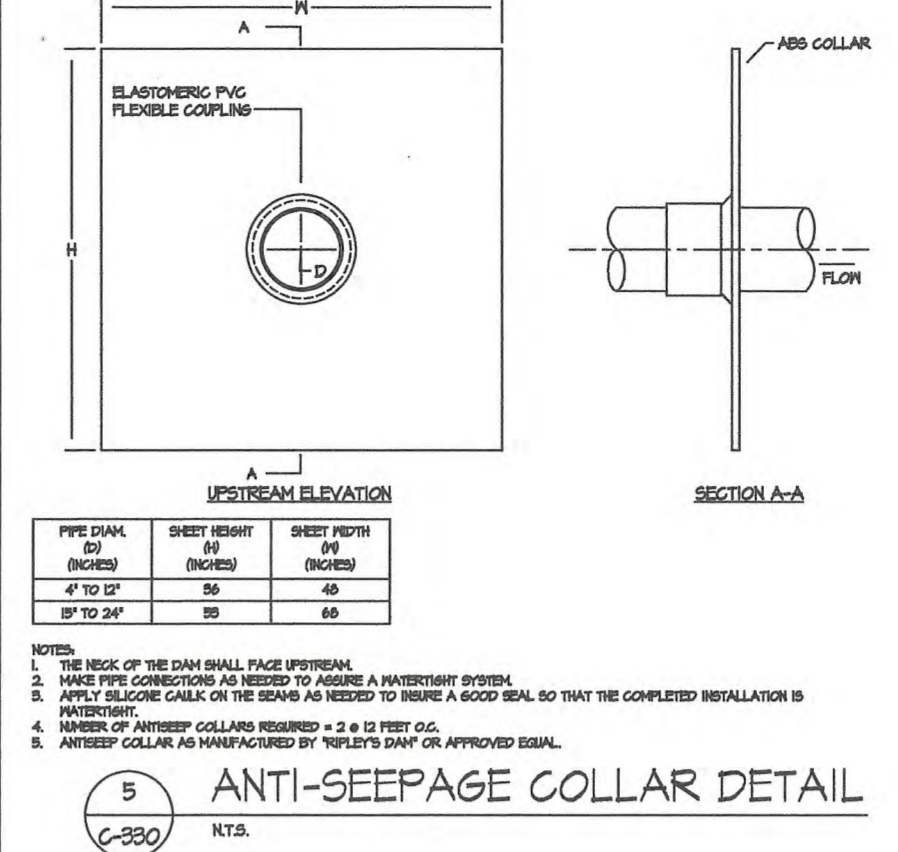
2 TYPICAL DRAIN DETAIL  
C-330 N.T.S.



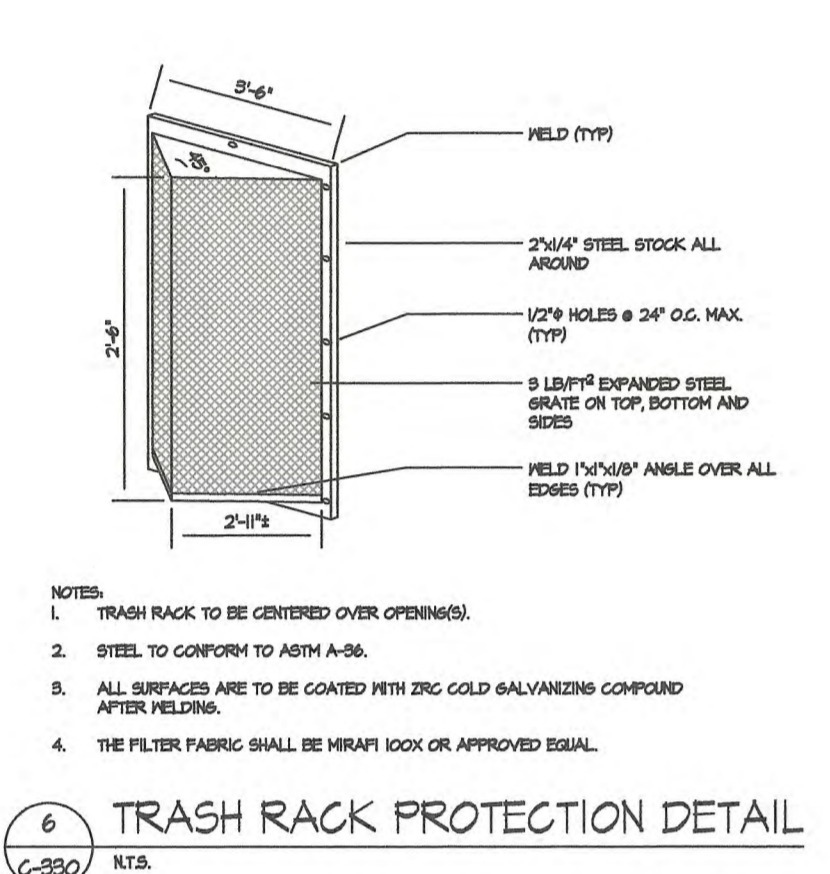
3 DRAIN BASIN W/SOLID COVER DTL  
C-330 N.T.S.



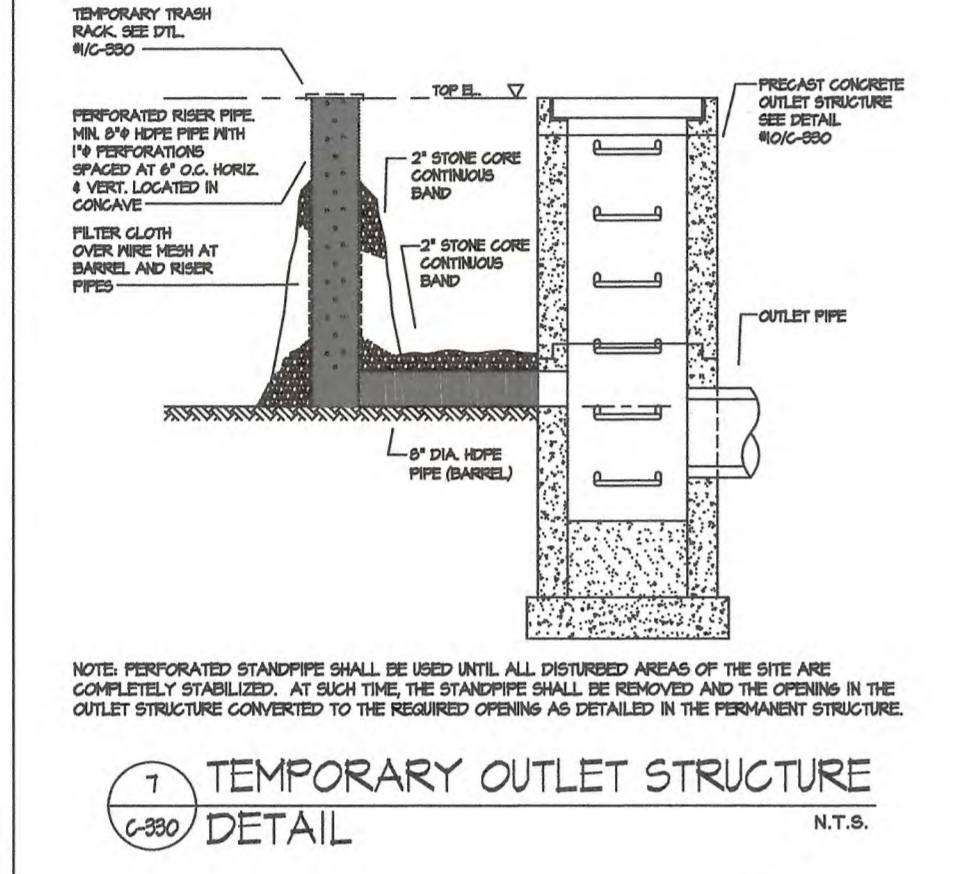
4 BEAM TYPE GUIDE RAIL DETAIL  
C-330 N.T.S.



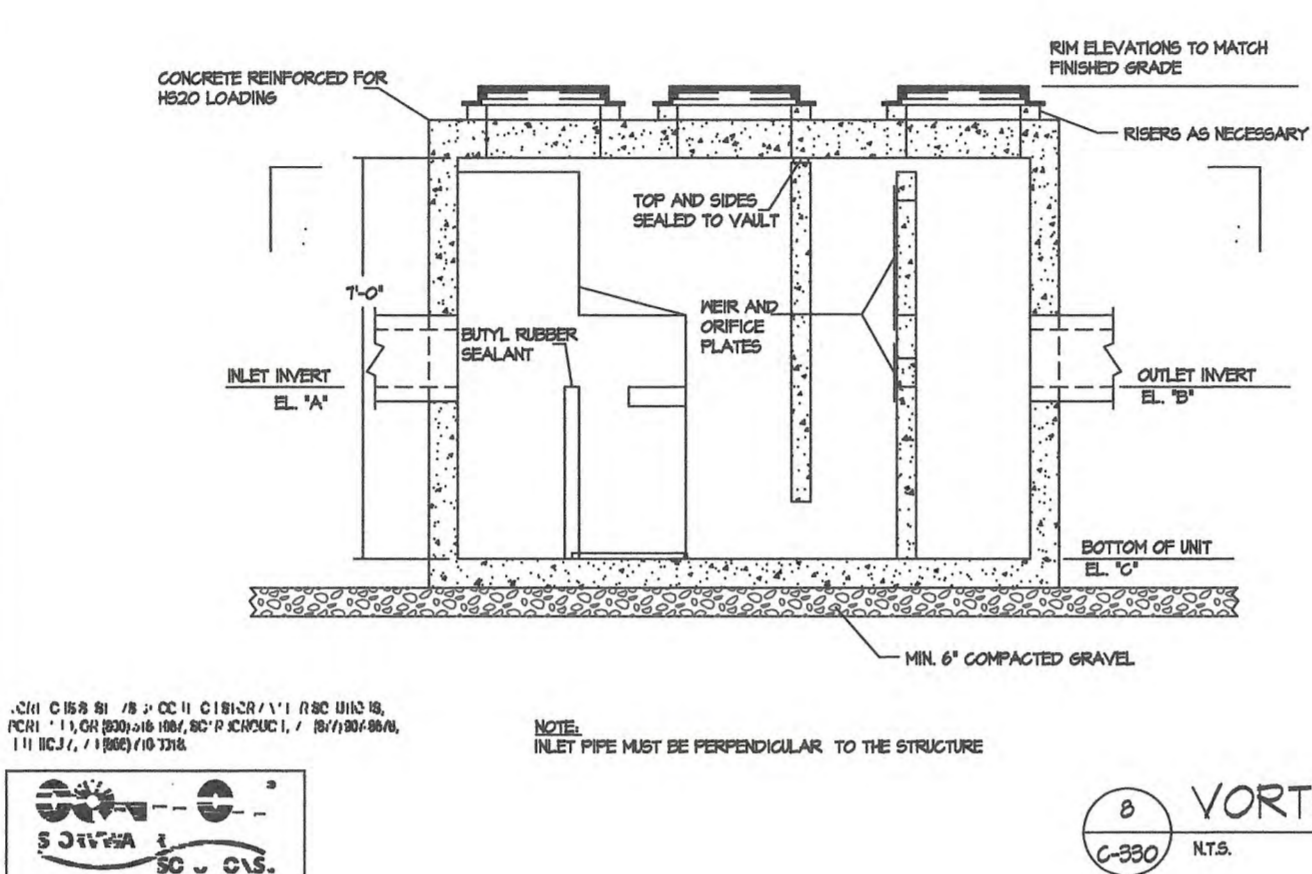
5 ANTI-SEEPAGE COLLAR DETAIL  
C-330 N.T.S.



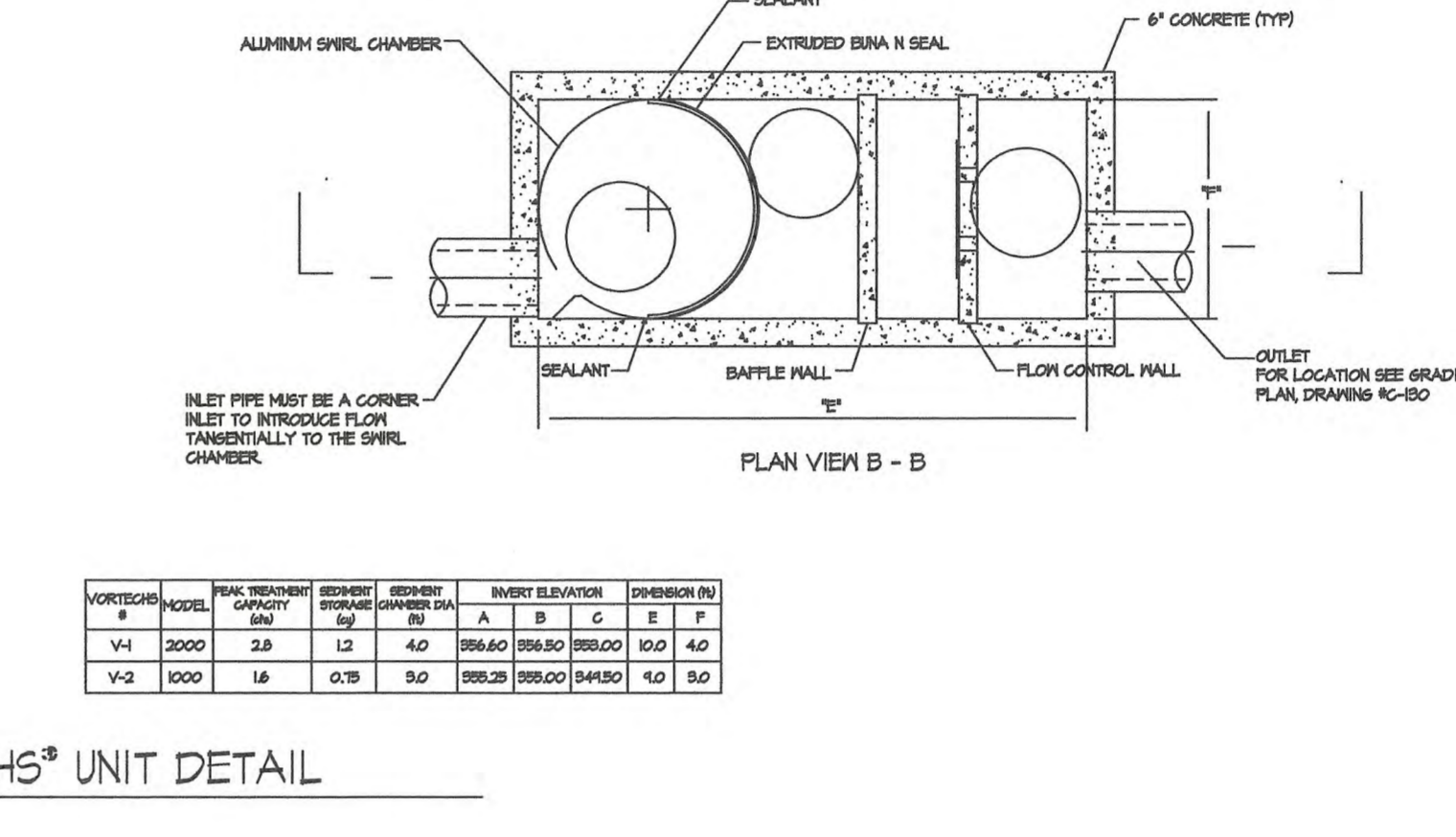
6 TRASH RACK PROTECTION DETAIL  
C-330 N.T.S.



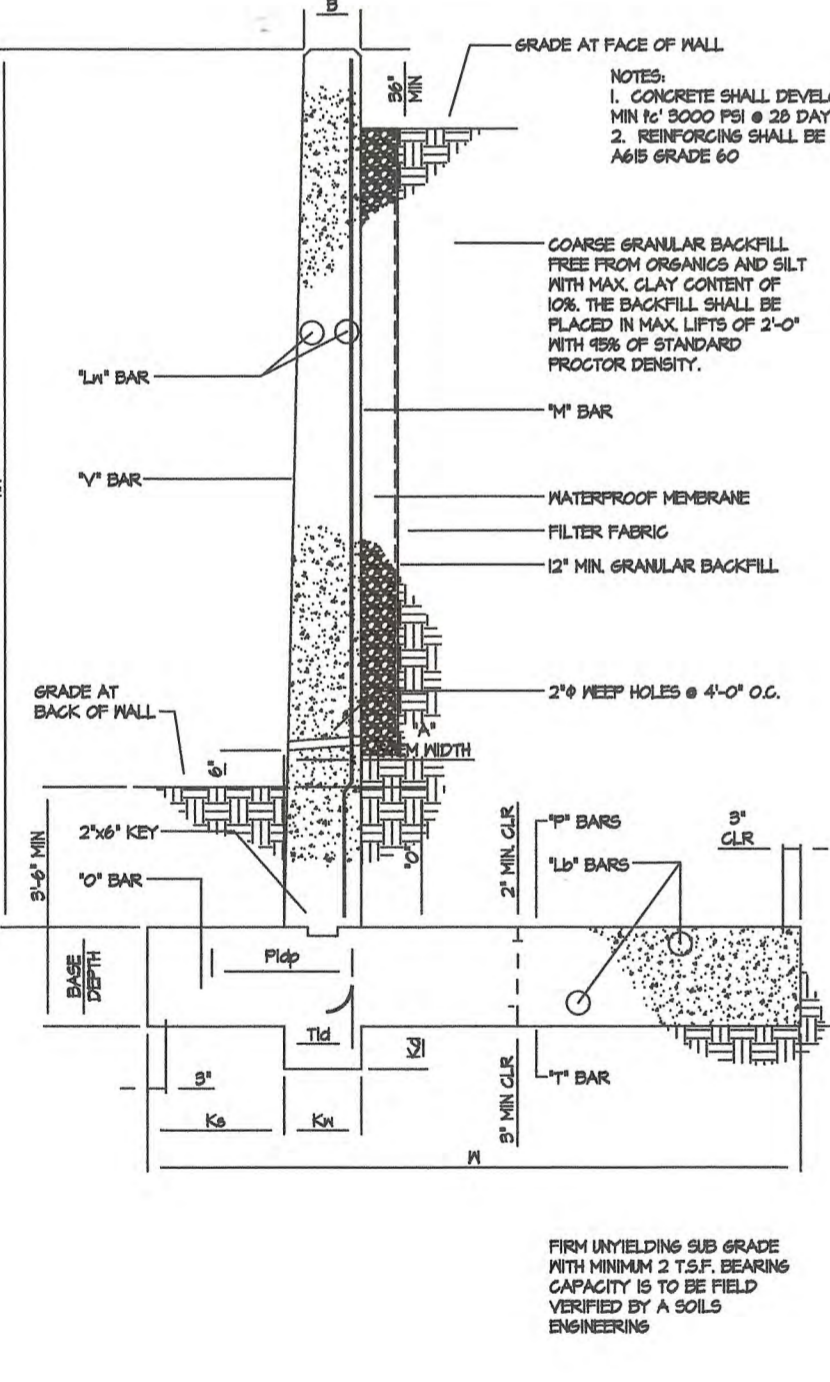
7 TEMPORARY OUTLET STRUCTURE DETAIL  
C-330 N.T.S.



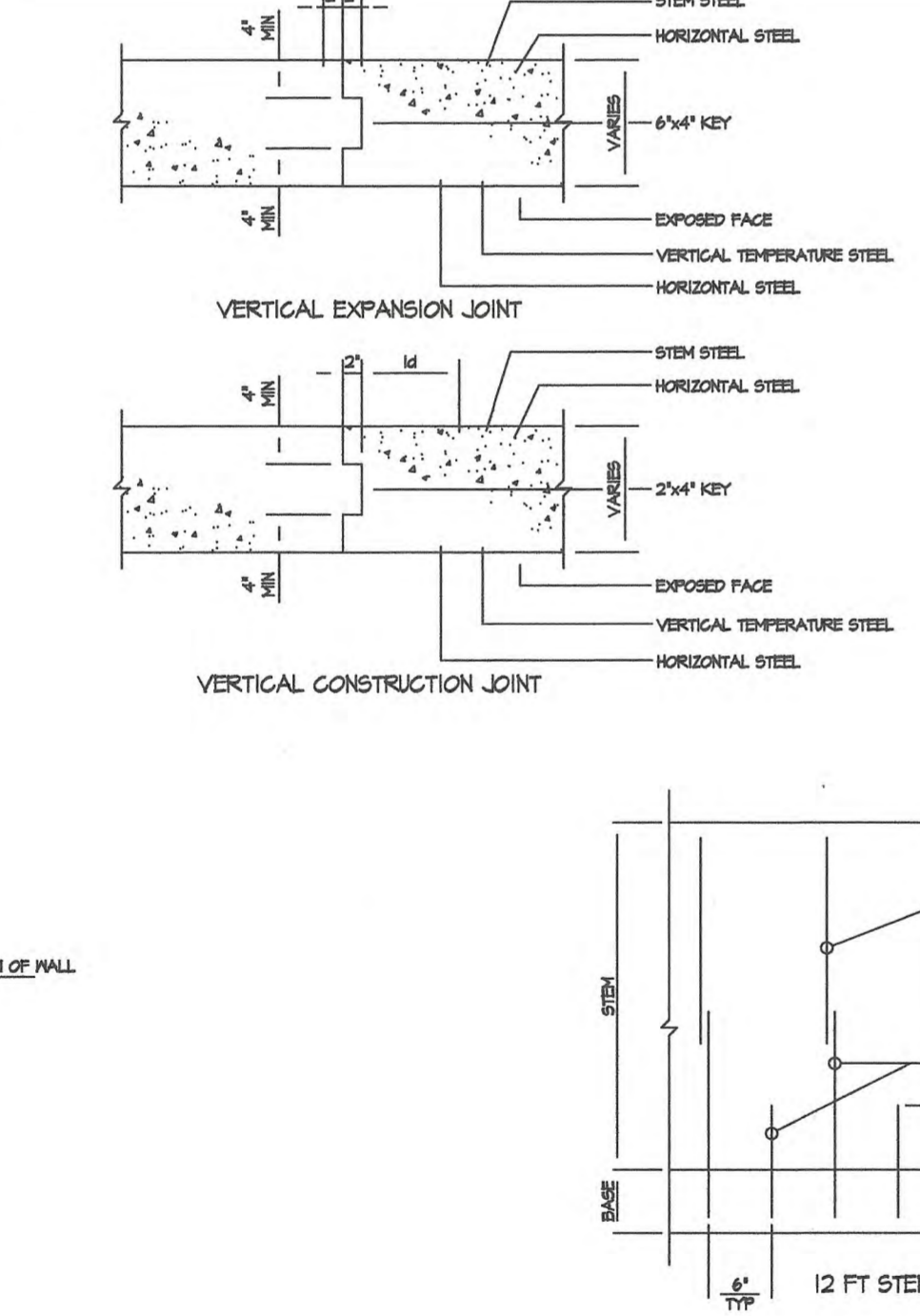
8 VORTECHS UNIT DETAIL  
C-330 N.T.S.



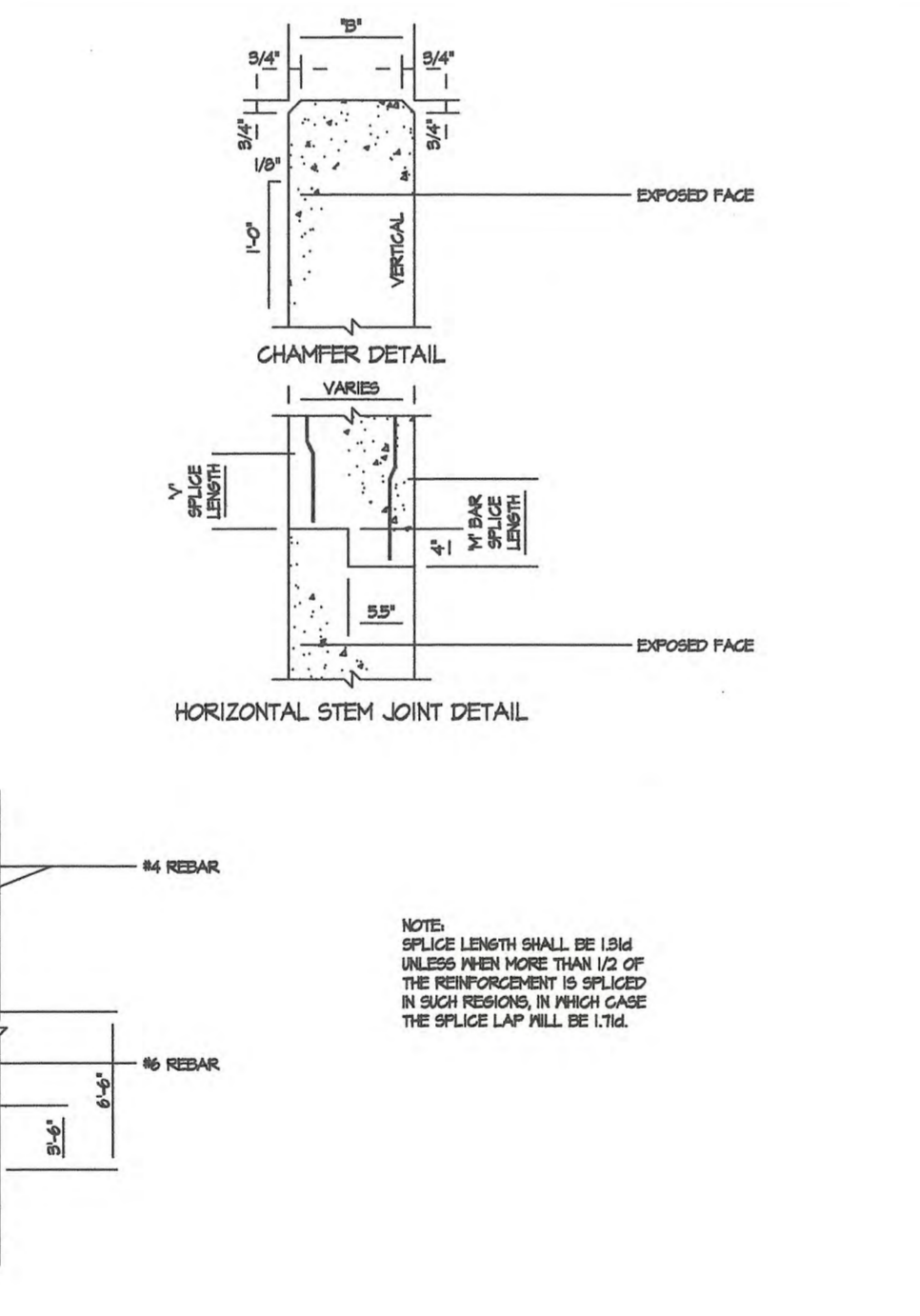
9 TYPICAL DETENTION POND BERM SECTION  
C-330 N.T.S.



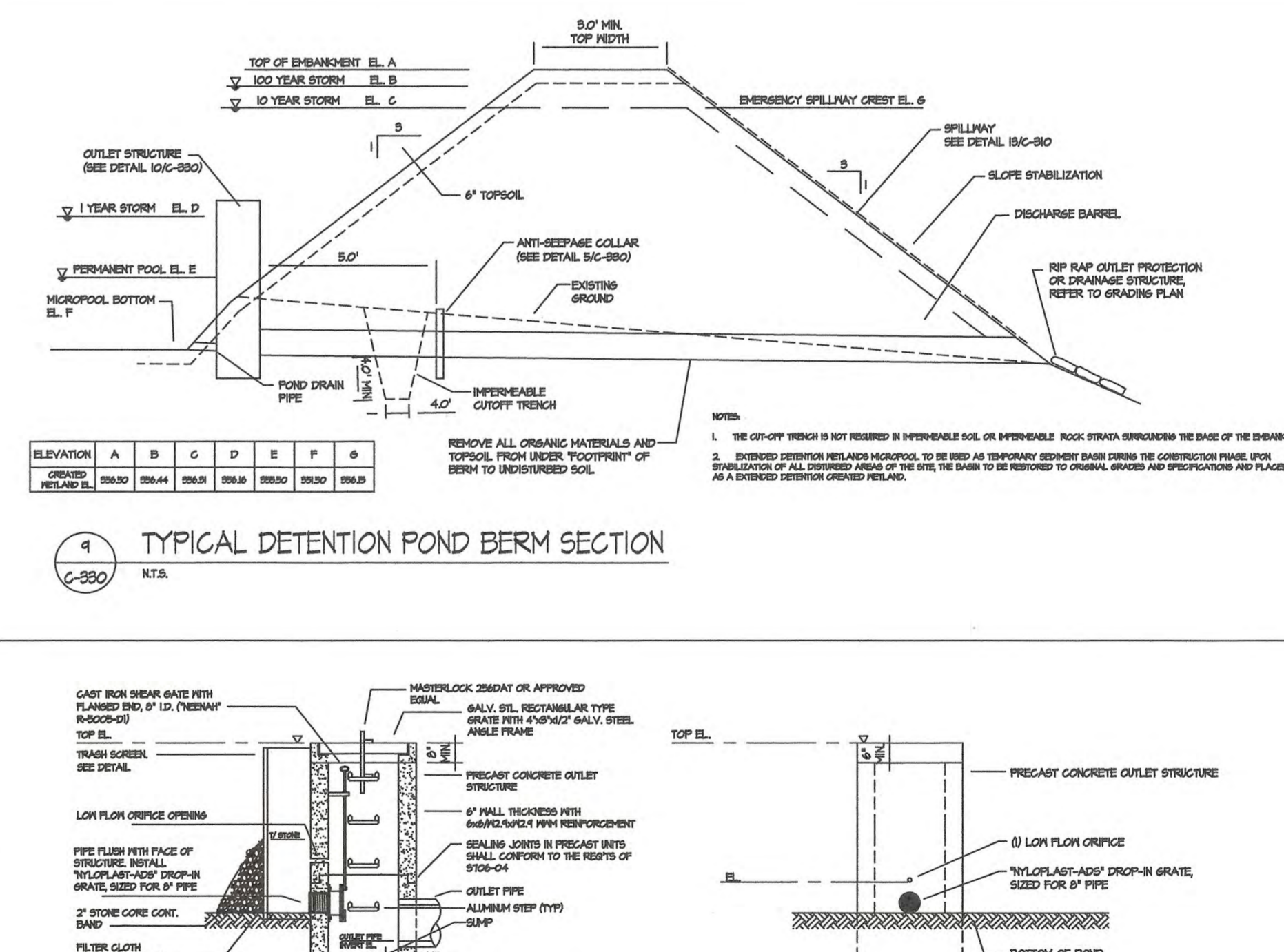
10 PERMANENT OUTLET STRUCTURE DETAIL  
C-330 N.T.S.



11 TYPICAL RETAINING WALL DETAIL  
C-330 N.T.S.



12 RETAINING WALL REINFORCEMENT  
C-330 N.T.S.



13 PERMANENT OUTLET STRUCTURE DETAIL  
C-330 N.T.S.

MAX HEIGHT ABOVE BASE	WIDTH OF WALL	HEEL	BASE	TOE	BASE DEPTH	KEY	STEM REINFORCEMENT	BASE REINFORCEMENT	HORIZ. JOINT SPURSE OF V & H BARS	VERT. JOINT SPURSE
6'-0"	4'-0"	1'-0"	5'-0"	1'-0"	4'-0"	1'-0"	10 BARS	10 BARS	12"	12"
10'-0"	10'-0"	2'-0"	5'-0"	1'-0"	10'-0"	1'-0"	10 BARS	10 BARS	12"	12"

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NUMBER	DATE	DESCRIPTION	BY	NUMBER	DATE	DESCRIPTION	BY
0	12/30/22	ISSUED FOR TOWN OF CARMEL AND NYSDEC WETLANDS PERMIT RENEWAL	E.G.K				

DESIGNED BY: EUGENE G. KEMPEY  
DRAWN BY: EUGENE G. KEMPEY  
CHECKED BY: EUGENE G. KEMPEY  
APPROVED BY: EUGENE G. KEMPEY P. E.

70 OLD ROUTE 6 LLC  
70 OLD ROUTE 6  
CARMEL, NEW YORK 10512  
KEMPEY ENGINEERING  
1569 EAST BEECHER HILL ROAD  
OWEGO, NEW YORK 13827  
(607) 223-4653

TOMPKINS RECYCLING CENTER  
70 AKA 60 OLD ROUTE 6  
CARMEL, NEW YORK 11704  
DETAILS SHEET NUMBER 3  
ISSUE DATE: 12/30/22  
SCALE: NONE  
DRAWING NUMBER: C-330  
REVISION NUMBER: 0  
SHEET NUMBER: 5 OF 7



TOWN OF CARMEL  
BUDGET REVISIONS SEPTEMBER-NOVEMBER 2023 #2023/05

**TB-WS12-6-2023 WORK SESSION AGENDA #2**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>GENERAL FUND</b>				
1	100.1410.0080	TOWN CLERK EMPLOYEE BENEFITS	3,000.00	
	100.1640.0084	CENTRAL GARAGE HEALTH INSURANCE	2,400.00	
	100.1910.0040	INSURANCE EXPENSE	50,500.00	
	100.3310.0084	SIGN CONTROL HEALTH INSURANCE	2,400.00	
	100.5010.0080	HIGHWAY ADMIN EMPLOYEE BENEFITS	7,400.00	
	100.8090.0084	RECYCLING HEALTH INSURANCE	2,400.00	
	100.1010.0080	TOWN BOARD EMPLOYEE BENEFITS		3,000.00
	100.1315.0080	COMPTRROLLER EMPLOYEE BENEFITS		7,400.00
	100.1640.0080	CENTRAL GARAGE EMPLOYEE RETIREMENT		2,400.00
	100.3310.0083	SIGNS WORKERS COMPENSATION		1,700.00
	100.3310.0020	SIGNS EQUIPMENT EXPENSE		700.00
	100.8090.0083	RECYCLING WORKERS COMPENSATION		2,400.00
	<b>100.1989.9909</b>	<b>APPROPRIATED FUND BALANCE</b>	*	<b>50,500.00</b>
		- PROVIDE AND TRANSFER FOR EMPLOYEE BENEFITS AND HEALTH INSURANCE		
2	100.1110.0019	JUSTICE COURT OTHER COMPENSATION	1,538.00	
	100.1315.0019	COMPTRROLLER OTHER COMPENSATION	2,903.00	
	100.7020.0019	RECREATION OTHER COMPENSATION	2,482.00	
	<b>100.1989.9877</b>	<b>FUND BALANCE FOR COMPENSATED ABSENCES</b>	*	<b>6,923.00</b>
		- PROVIDE FOR PAYOUT OF ACCRUED VACATION TIME		
3	100.1620.0022	BUILDING SPECIAL EQUIPMENT	16,271.00	
	<b>100.1989.9871</b>	<b>EQUIPMENT RESERVE</b>	*	<b>16,271.00</b>
		- PROVIDE FOR THE PURCHASE OF A PICKUP TRUCK FOR THE MAINTENANCE DEPARTMENT		
4	100.1930.0040	CERTIORARI SETTLEMENTS	10,000.00	
	<b>100.1989.9876</b>	<b>RESERVE FOR CERTIORARI SETTLEMENTS</b>	*	<b>10,000.00</b>
		- PROVIDE FOR CERTIORARI SETTLEMENTS AND ERRONEOUS ASSESSMENTS		
5	100.3120.0012	POLICE OVERTIME	147,500.00	
	100.3120.0015	POLICE EDUCATION STIPENDS	1,600.00	
	100.3120.0016	POLICE HOLIDAY PAY	30,000.00	
	100.3120.0086	POLICE RETIREE HEALTH INS	55,100.00	
	100.3121.0012	LAKE PATROL OVERTIME	5,000.00	
	100.3121.0041	LAKE PATROL BOAT FUEL	300.00	
	100.3123.0012	COMMUNITY POLICE OVERTIME	20,000.00	
	100.3120.0011	POLICE UNIFORM STAFF PAY		44,000.00
	100.3120.0013	POLICE TEMP STAFF PAY		5,000.00
	100.3120.0018	POLICE NIGHT DIFFERENTIAL PAY		12,000.00
	100.3120.0027	POLICE OTHER EQUIPMENT		40,000.00
	100.3120.0044	POLICE CONSULTING SERVICES		40,000.00
	100.3120.0046	POLICE RENTALS/LEASES		20,000.00
	100.3120.0080	POLICE NON UNIFORM RETIREMENT EXPENSE		17,000.00
	100.3120.0083	POLICE WORKERS COMP EXPENSE		6,000.00
	100.3120.0084	POLICE HEALTH INSURANCE EXPENSE		68,200.00
	100.3120.0085	POLICE DENTAL/OPTICAL EXPENSE		2,000.00
	100.3121.0040	LAKE PATROL CONTRACTUAL EXPENSES		300.00
	<b>100.1989.3315</b>	<b>STATE AID NAV LAW ENFORCEMENT</b>	*	<b>5,000.00</b>
		- PROVIDE AND TRANSFER FOR POLICE OVERTIME AND BENEFITS		
6	100.3120.0027	POLICE OTHER EQUIPMENT	2,253.90	
	<b>100.1989.2681</b>	<b>INSURANCE RECOVERY - ASSET</b>	*	<b>2,253.90</b>
		- PROVIDE FOR THE REPLACEMENT OF A DAMAGED LICENSE PLATE READER FROM INSURANCE CLAIM		
7	100.3120.0027	POLICE OTHER EQUIPMENT	2,352.00	
	100.3120.0046	POLICE RENTALS/LEASES		819.00
	<b>100.1989.2681</b>	<b>INSURANCE RECOVERY - ASSET</b>	*	<b>1,533.00</b>
		- PROVIDE AND TRANSFER FOR COMPUTER/RADIO GATEWAY DEVICE FROM INSURANCE CLAIM AND EQUIPMENT RENTALS/LEASES		
8	100.3120.0029	SPECIAL EQUIP GRANTS- SEIZED ASSETS	12,915.00	
	100.3120.0029	SPECIAL EQUIP GRANTS- SEIZED ASSETS	5,855.00	
	<b>100.1989.9909</b>	<b>APPROPRIATED FUND BALANCE</b>	*	<b>18,770.00</b>
		- PROVIDE FOR THE PURCHASE OF PISTOLS AND OPTICS FROM 2021 POLICE DISCOVERY GRANT		

**TOWN OF CARMEL  
BUDGET REVISIONS SEPTEMBER-NOVEMBER 2023 #2023/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
9	100.7310.0045	YOUTH SELF SUSTAINING PROGRAMS	15,000.00	
	100.1989.2050	PARK SELF SUSTAINING FEES - PROVIDE FOR YOUTH PROGRAMS FROM REVENUE RECEIVED	* 15,000.00	
10	100.1010.0040	TOWN BOARD CONTRACTUAL EXPENSES	300.00	
	100.1110.0046	JUSTICE COURT INTERPRETING SERVICES	3,000.00	
	100.1620.0021	BUILDING MOTOR VEHICLES	10,700.00	
	100.1620.0044	BUILDING MAINTENANCE CONTRACTS	2,000.00	
	100.1680.0040	INFORMATION TECH CONTRACTUAL EXPENSES	6,000.00	
	100.3010.0040	PUBLIC SAFETY CONTRACTUAL EXPENSES	7,000.00	
	100.5132.0046	HIGHWAY GARAGE ALARM	550.00	
	100.8010.0040	ZONING CONTRACTUAL EXPENSES	100.00	
	100.8510.0040	PARK BEAUTIFICATION	2,000.00	
	100.8810.0040	CEMETERIES CONTRACTUAL EXPENSES	2,850.00	
	100.1010.0046	TOWN BOARD CONSULTING SERVICES		7,000.00
	100.1010.0080	TOWN BOARD EMPLOYEE BENEFITS		300.00
	100.1110.0047	JUSTICE COURT TRAINING EXPENSES		3,000.00
	100.1620.0045	BUILDING GROUNDS SPECIAL IMPROVEMENTS		17,550.00
	100.1680.0020	INFORMATION TECH EQUIPMENT		6,000.00
	100.5132.0044	HIGHWAY GARAGE PROPERTY LEASE		550.00
	100.8010.0080	ZONING EMPLOYEE BENEFITS - TRANSFER FOR MISCELLANEOUS EXPENSES WITHIN THE GENERAL FUND		100.00
11	100.1010.0086	TOWN BOARD RETIREES HEALTH INSURANCE	200.00	
	100.1110.0086	JUSTICE COURT RETIREES HEALTH INSURANCE	1,600.00	
	100.1220.0086	SUPERVISOR RETIREES HEALTH INSURANCE	200.00	
	100.1355.0086	ASSESSOR RETIREES HEALTH INSURANCE	8,700.00	
	100.1410.0086	TOWN CLERK RETIREES HEALTH INSURANCE	1,200.00	
	100.1440.0086	ENGINEERING RETIREES HEALTH INSURANCE	11,500.00	
	100.5010.0086	HIGHWAY ADMIN RETIREES HEALTH INSURANCE	1,600.00	
	100.8090.0086	RECYCLING RETIREES HEALTH INSURANCE	500.00	
	100.1010.0080	TOWN BOARD EMPLOYEE BENEFITS		200.00
	100.1110.0020	JUSTICE COURT EQUIPMENT		1,600.00
	100.1220.0080	SUPERVISOR EMPLOYEE BENEFITS		200.00
	100.1355.0046	ASSESSOR CONSULTING SERVICES		2,000.00
	100.1355.0080	ASSESSOR EMPLOYEE BENEFITS		6,700.00
	100.1410.0046	TOWN CODE PUBLICATIONS		1,200.00
	100.1440.0080	ENGINEERING EMPLOYEE BENEFITS		11,500.00
	100.5010.0013	HIGHWAY ADMIN TEMPORARY STAFF		1,600.00
	100.8090.0083	RECYCLING WORKERS COMPENSATION - TRANSFER FOR THE INCREASE IN COST OF RETIREE HEALTH INSURANCE		500.00
12	100.1320.0044	AUDIT EXPENSES	7,900.00	
	100.1315.0080	COMPTROLLER EMPLOYEE BENEFITS		7,900.00
		- TRANSFER FOR COST OF SOFTWARE TO COMPLY WITH GASB 96 AND 2023 AUDIT		
13	100.1420.0042	JUSTICE COURT PROSECUTION	4,000.00	
	100.1420.0048	DEFENSE LEGAL SERVICES	30,000.00	
	100.1420.0043	SPECIAL COUNSEL BOARDS		2,000.00
	100.1420.0044	LABOR LEGAL SERVICES		19,000.00
	100.1420.0047	CERTIORARI LEGAL SERVICES - TRANSFER FOR LEGAL SERVICES		13,000.00
14	100.1440.0013	ENGINEERING TEMPORARY STAFF	7,500.00	
	100.1440.0046	ENGINEERING CONSULTANT	31,500.00	
	100.1440.0011	ENGINEERING STAFF - TRANSFER FOR TEMPORARY STAFF AND CONSULTANT SUPPORT FOR ENGINEERING DEPARTMENT FUNCTIONS		39,000.00
15	100.3120.0020	POLICE UNIFORMS	20,000.00	
	100.3120.0021	POLICE MOTOR VEHICLES	35,000.00	
	100.3120.0027	POLICE OTHER EQUIPMENT		15,000.00
	100.3120.0046	POLICE RENTALS/LEASES		20,000.00
	100.3121.0020	LAKE PATROL EQUIPMENT - TRANSFER FOR VEHICLE PURCHASE AND UPFITTING AND FOR POLICE UNIFORMS		20,000.00

**TOWN OF CARMEL  
BUDGET REVISIONS SEPTEMBER-NOVEMBER 2023 #2023/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>16</b>	100.7020.0012	RECREATION ADMIN STAFF OVERTIME	6,000.00	
	100.7020.0040	RECREATION ADMIN CONTRACTUAL EXPENSES	4,000.00	
	100.7020.0086	RECREATION ADMIN RETIREE HEALTH INSURANCE	1,000.00	
	100.7110.0012	PARK STAFF OVERTIME	4,000.00	
	100.7110.0040	PARK CONTRACTUAL EXPENSES	20,400.00	
	100.7110.0086	PARK RETIREE HEALTH INSURANCE	3,600.00	
	100.7112.0042	MCDONOUGH FIELDS UTILITY EXPENSE	2,500.00	
	100.7112.0045	MCDONOUGH FIELDS PARK IMPROVEMENTS	20,000.00	
	100.7113.0040	CHAMBER PARK CONTRACTUAL EXPENSES	4,000.00	
	100.7115.0040	AIRPORT PARK CONTRACTUAL EXPENSES	2,000.00	
	100.7118.0040	BALDWIN MEADOWS CONTRACTUAL EXPENSES	1,000.00	
	100.7120.0012	FARMERS MARKET OVERTIME	500.00	
	100.7120.0013	FARMERS MARKET TEMPORARY STAFF	3,100.00	
	100.7140.0080	PLAYGROUND EMPLOYEE BENEFITS	100.00	
	100.7180.0020	BEACH EQUIPMENT	1,100.00	
	100.7020.0013	RECREATION ADMIN TEMPORARY STAFF		7,000.00
	100.7110.0013	PARK MAINTENANCE TEMPORARY STAFF		21,600.00
	100.7112.0041	MCDONOUGH SKATE PARK		20,000.00
	100.7113.0042	CHAMBER PARK UTILITY EXPENSE		4,000.00
	100.7115.0042	AIRPORT PARK UTILITY EXPENSE		4,500.00
	100.7118.0042	BALDWIN MEADOWS UTILITY EXPENSE		1,000.00
	100.7180.0013	BEACH TEMPORARY STAFF		10,600.00
	100.7140.0013	PLAYGROUND TEMPORARY STAFF		4,600.00
		- TRANSFER FOR MISCELLANEOUS RECREATION EXPENSES		
<b>HIGHWAY FUND</b>				
<b>17</b>	500.5130.0041	MACHINERY REPAIR CAPITAL EXPENSE	345.60	
	500.5130.0041	MACHINERY REPAIR CAPITAL EXPENSE	738.21	
	<b>500.5010.2650</b>	<b>SALE OF SCRAP AND MATERIALS</b>	*	<b>345.60</b>
	<b>500.5010.2650</b>	<b>SALE OF SCRAP AND MATERIALS</b>	*	<b>738.21</b>
		- PROVIDE FOR THE PURCHASE OF CAPITAL MACHINERY FROM THE SALE OF RETIRED VEHICLES		
<b>18</b>	500.5110.0012	GENERAL REPAIR LABOR OVERTIME	5,000.00	
	500.5110.0045	CONTRACTED CAPITAL IMPROVEMENTS	47,000.00	
	<b>500.5010.4321</b>	<b>FEDERAL AID - FEMA</b>	*	<b>52,000.00</b>
		- PROVIDE FOR JULY STORM RELATED COSTS - FEMA		
<b>19</b>	500.5110.0012	GENERAL REPAIR LABOR OVERTIME	3,000.00	
	500.5110.0041	GENERAL REPAIR GAS AND FUEL	10,000.00	
	500.5110.0084	GENERAL REPAIR HEALTH INSURANCE	6,500.00	
	500.5110.0086	GENERAL REPAIR RETIREE HEALTH INSURANCE	6,200.00	
	500.5130.0084	MACHINERY REPAIR HEALTH INSURANCE	6,200.00	
	500.5140.0020	WEEDS AND BRUSH TOOLS	2,000.00	
	500.5140.0041	WEEDS AND BRUSH GAS AND FUEL	6,000.00	
	500.5140.0084	WEEDS AND BRUSH HEALTH INSURANCE	7,200.00	
	500.5142.0084	SNOW REMOVAL HEALTH INSURANCE	9,600.00	
	500.5110.0083	GENERAL REPAIR WORKERS COMPENSATION		25,700.00
	500.5130.0080	MACHINERY REPAIR EMPLOYEE RETIREMENT		6,200.00
	500.5140.0080	WEEDS AND BRUSH EMPLOYEE RETIREMENT		9,000.00
	500.5140.0083	WEEDS AND BRUSH WORKERS COMPENSATION		5,000.00
	500.5142.0080	SNOW REMOVAL EMPLOYEE RETIREMENT		2,800.00
	500.5142.0083	SNOW REMOVAL WORKERS COMPENSATION		8,000.00
		- TRANSFER FOR MISCELLANEOUS EXPENSES WITHIN THE HIGHWAY FUND		
<b>20</b>	500.5112.0020	C.H.I.P.S. CONTRACTUAL EXPENSES	1,000.00	
	500.5112.0012	C.H.I.P.S. OVERTIME		1,000.00
		- TRANSFER FOR C.H.I.P.S. CONTRACTUAL EXPENSES		
<b>CARMEL FIRE PROTECTION DIST #1</b>				
<b>21</b>	301.9025.0040	LOSAP ADMIN EXPENSE	500.00	
	301.9025.0090	LOSAP CONTRIBUTION EXPENSE	10,000.00	
	301.3410.0099	WORKERS COMP INSURANCE EXPENSE		10,500.00
		- TRANSFER FOR LOSAP PLAN EXPENSE		

**TOWN OF CARMEL  
BUDGET REVISIONS SEPTEMBER-NOVEMBER 2023 #2023/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>CARMEL FIRE PROTECTION DIST #2</b>				
22	302.9025.0040	LOSAP ADMIN EXPENSE	100.00	
	302.9025.0090	LOSAP CONTRIBUTION EXPENSE	25,000.00	
	302.3410.0048	OTHER EXPENDITURES		2,800.00
	302.3410.0099	WORKERS COMP INSURANCE EXPENSE		22,300.00
		- TRANSFER FOR LOSAP PLAN EXPENSE		
<b>TEAKETTLE LAKE PARK DISTRICT</b>				
23	403.7140.0020	EQUIPMENT	1,000.00	
	403.7140.0041	LAKE TREATMENT	2,000.00	
	403.7140.0045	MAINTENANCE CONTRACT	50.00	
	403.7140.0054	CAPITAL EXPENDITURES		3,050.00
		-TRANSFER FOR DISTRICT EXPENSES		
<b>LAKE SECOR PARK DISTRICT</b>				
24	404.7140.0040	CONTRACTUAL REPAIRS	8,700.00	
	404.7140.0042	UTILITIES	250.00	
	404.7140.0047	REFUSE DISPOSAL	25.00	
	404.7140.0013	TEMPORARY LABOR		1,530.00
	404.7140.0020	EQUIPMENT		750.00
	404.7140.0041	SUPPLIES & MATERIALS		1,500.00
	404.7140.0048	OTHER EXPENDITURES		195.00
	404.7140.0099	REPAIR RESERVE		2,000.00
	404.7140.9909	APPROPRIATED FUND BALANCE	*	3,000.00
		- PROVIDE AND TRANSFER FOR DISTRICT EXPENSES		
<b>MISCELLANEOUS WATER AND SEWER DISTRICTS</b>				
25	605.8310.0020	EQUIPMENT	9,204.48	
	605.8310.0047	EMERGENCY REPAIRS	2,800.00	
	606.8310.0020	EQUIPMENT	11,397.28	
	606.8310.0047	EMERGENCY REPAIRS	2,361.00	
	704.8130.0020	EQUIPMENT	136,749.53	
	704.8130.0040	CONTRACTUAL REPAIRS	23,508.00	
	605.8310.2681	INSURANCE RECOVERY	*	12,004.48
	606.8310.2681	INSURANCE RECOVERY	*	13,758.28
	704.8130.2681	INSURANCE RECOVERY	*	160,257.53
		- PROVIDE FOR EQUIPMENT AND EMERGENCY REPAIRS FROM INSURANCE CLAIM		
<b>CARMEL WATER DISTRICT #2</b>				
26	602.8310.0020	EQUIPMENT	7,500.00	
	602.8310.0040	CONTRACTUAL REPAIRS	3,000.00	
	602.8310.0041	CHEMICAL EXPENSES	10,000.00	
	602.8310.0047	EMERGENCY REPAIRS	60,000.00	
	602.8310.0048	OTHER OPERATING EXPENSES	8,600.00	
	602.8310.0046	PURCHASE OF WATER		65,100.00
	602.8310.0099	REPAIR RESERVE		24,000.00
		-TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL WATER DISTRICT #3</b>				
27	603.8310.0047	EMERGENCY REPAIRS	10,000.00	
	603.8310.0048	OTHER OPERATING EXPENSES	2,000.00	
	603.8310.0099	REPAIR RESERVE		12,000.00
		-TRANSFER FOR DISTRICT EXPENSES		

**TOWN OF CARMEL  
BUDGET REVISIONS SEPTEMBER-NOVEMBER 2023 #2023/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>CARMEL WATER DISTRICT #4</b>				
28	604.8310.0020	EQUIPMENT	1,000.00	
	604.8310.0040	CONTRACTUAL EXPENSES	2,500.00	
	604.8310.0047	EMERGENCY REPAIRS	7,450.00	
	604.8310.0041	CHEMICAL EXPENSES		1,000.00
	604.8310.0099	REPAIR RESERVE		1,950.00
	<b>604.8310.9909</b>	<b>APPROPRIATED FUND BALANCE</b>	*	<b>8,000.00</b>
		- PROVIDE AND TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL WATER DISTRICT #6</b>				
29	606.8310.0020	EQUIPMENT	14,948.40	
	606.8310.0047	EMERGENCY REPAIRS	7,820.00	
	<b>606.8310.2681</b>	<b>INSURANCE RECOVERY</b>	*	<b>22,768.40</b>
		- PROVIDE FOR EQUIPMENT AND EMERGENCY REPAIRS FROM INSURANCE CLAIM		
<b>CARMEL WATER DISTRICT #7</b>				
30	607.8310.0020	EQUIPMENT	4,781.00	
	607.8310.0047	EMERGENCY REPAIRS	4,100.00	
	<b>607.8310.2681</b>	<b>INSURANCE RECOVERY</b>	*	<b>8,881.00</b>
		- PROVIDE FOR EQUIPMENT AND EMERGENCY REPAIRS FROM INSURANCE CLAIM		
31	607.8310.0047	EMERGENCY REPAIRS	4,900.00	
	607.8310.0099	REPAIR RESERVE		4,900.00
		- TRANSFER FOR EMERGENCY REPAIRS		
<b>CARMEL WATER DISTRICT #8</b>				
32	608.8310.0040	CONTRACTUAL EXPENSES	2,050.00	
	608.8310.0041	CHEMICAL EXPENSES	3,000.00	
	608.8310.0047	EMERGENCY REPAIRS	5,430.00	
	608.8310.0020	EQUIPMENT		2,050.00
	608.8310.0042	UTILITIES		3,000.00
	608.8310.0099	REPAIR RESERVE		5,430.00
		-TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL WATER DISTRICT #9</b>				
33	609.8310.0040	CONTRACTUAL EXPENSES	2,000.00	
	609.8310.0047	EMERGENCY REPAIRS	8,500.00	
	609.8310.0020	EQUIPMENT		9,500.00
	609.8310.0099	REPAIR RESERVE		1,000.00
		-TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL WATER DISTRICT #10</b>				
34	610.8310.0041	CHEMICAL EXPENSES	800.00	
	610.8310.0020	EQUIPMENT		800.00
		-TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL WATER DISTRICT #14</b>				
35	614.8310.0042	UTILITIES	2,500.00	
	614.8310.0048	OTHER OPERATING EXPENSES	500.00	
	614.8310.0047	EMERGENCY REPAIRS		3,000.00
		-TRANSFER FOR DISTRICT EXPENSES		



**TOWN OF CARMEL  
BUDGET REVISIONS SEPTEMBER-NOVEMBER 2023 #2023/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>CARMEL SEWER DISTRICT #2</b>				
36	702.8130.0040	CONTRACTUAL EXPENSES	60,000.00	
	702.8130.0048	OTHER OPERATING EXPENSES	3,000.00	
	702.8130.0020	EQUIPMENT		21,000.00
	702.8130.0090	CONTINGENCY		32,000.00
	702.8130.0099	REPAIR RESERVE		10,000.00
		-TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL SEWER DISTRICT #4</b>				
37	704.8130.0020	EQUIPMENT	10,000.00	
	704.8130.0040	CONTRACTUAL EXPENSES	48,000.00	
	704.8130.0120	MICRO EQUIPMENT	10,000.00	
	704.8130.0140	MICRO CONTRACTUAL REPAIRS		34,000.00
	704.8130.0141	MICRO CHEMICALS		4,000.00
	704.8130.9909	APPROPRIATED FUND BALANCE	* 30,000.00	
		- PROVIDE AND TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL SEWER DISTRICT #5</b>				
38	705.8130.0047	SLUDGE HAULING	3,500.00	
	705.8130.0048	OTHER OPERATING EXPENSES	1,000.00	
	705.8130.0099	REPAIR RESERVE		4,500.00
		-TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL SEWER DISTRICT #6</b>				
39	706.8130.0040	CONTRACTUAL REPAIRS	6,430.00	
	706.8130.0042	UTILITIES	3,500.00	
	706.8130.0047	SLUDGE HAULING	7,000.00	
	706.8130.0048	OTHER OPERATING EXPENSES	400.00	
	706.8130.0020	EQUIPMENT		2,150.00
	706.8130.0099	REPAIR RESERVE		5,180.00
	706.8130.9909	APPROPRIATED FUND BALANCE	* 10,000.00	
		- PROVIDE AND TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL SEWER DISTRICT #7</b>				
40	707.8130.0040	CONTRACTUAL REPAIRS	13,000.00	
	707.8130.0047	SLUDGE HAULING	7,500.00	
	707.8130.0048	OTHER OPERATING EXPENSES	500.00	
	707.8130.0140	MICRO CONTRACTUAL REPAIRS	2,500.00	
	707.8130.0020	EQUIPMENT		3,000.00
	707.8130.0090	CONTINGENCY		6,500.00
	707.8130.0099	REPAIR RESERVE		12,000.00
	707.8130.0120	MICRO EQUIPMENT		2,000.00
		-TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL SEWER DISTRICT #8</b>				
41	708.8130.0040	CONTRACTUAL REPAIRS	6,700.00	
	708.8130.0048	OTHER OPERATING EXPENSES	500.00	
	708.8130.0020	EQUIPMENT		500.00
	708.8130.0099	REPAIR RESERVE		6,700.00
		-TRANSFER FOR DISTRICT EXPENSES		
<b>CARMEL SEWER DISTRICT #1 EXT 3</b>				
42	713.8130.0042	UTILITIES	4,500.00	
	713.8130.0099	REPAIR RESERVE		4,500.00
		-TRANSFER FOR DISTRICT EXPENSES		

**TOWN OF CARMEL  
BUDGET REVISIONS SEPTEMBER-NOVEMBER 2023 #2023/05**

BUDGET REVISION NUMBER	ACCOUNT	ACCOUNT TITLE & TRANSFER DESCRIPTION	INCREASE USES & SOURCES OF FUNDS	DECREASE USES & SOURCES OF FUNDS
<b>MAHOPAC LIGHTING DISTRICT</b>				
43	751.5182.0040	CONTRACTUAL EXPENSES	700.00	
	751.5182.0049	SERVICES OTHER DEPTS/GOVTS		700.00
		- TRANSFER FOR CONTRACTUAL EXPENSES		
<b>GENERAL/SPECIAL DISTRICT DEBT FUNDS</b>				
44	810.9770.0070	SRLF INTEREST - LANDFILL	10.00	
	841.9730-0060	BAN PRINCIPAL - LAKE CASSE	6,000.00	
	842.9730.0060	BAN PRINCIPAL - LAKE MAHOPAC	4,000.00	
	843.9730.0060	BAN PRINCIPAL - TEAKETTLE LAKE	4,000.00	
	871.9730.0070	BAN INTEREST CSD #1	200.00	
	884.9730.0070	BAN INTEREST CWD #14	800.00	
	810.9730.0071	BAN INTEREST DRAINAGE		10.00
	841.7140.9909	APPROPRIATED FUND BALANCE - LAKE CASSE	*	6,000.00
	842.7140.9909	APPROPRIATED FUND BALANCE - LAKE MAHOPAC	*	4,000.00
	843.7140.9909	APPROPRIATED FUND BALANCE - TEAKETTLE LAKE	*	4,000.00
	871.8130.9909	APPROPRIATED FUND BALANCE - CSD #1	*	200.00
	884.8310.9909	APPROPRIATED FUND BALANCE - CWD #14	*	800.00
		- PROVIDE AND TRANSFER FOR BAN PRINCIPAL/INTEREST PAYMENTS		
<b>DOWNTOWN MAHOPAC IMPROVEMENTS CAPITAL PROJECT</b>				
45	916.7140.0044	PROJECT ENGINEERING	530,000.00	
	916.7140.4300	FEDERAL AID - ARPA	*	530,000.00
		- PROVIDE FOR PROJECT ENGINEERING COST FROM ARPA FUNDS		
<b>LAKE MAHOPAC PARK DISTRICT CAPITAL PROJECT</b>				
46	942.7140.0045	CONTRACT IMPROVEMENTS	300,000.00	
	942.7140.5710	PROCEEDS OF BORROWING	*	300,000.00
		- RECORD 2023 CAPITAL AUTHORIZATION		
<b>HIGHWAY RESURFACING CAPITAL PROJECT</b>				
47	950.5112.0012	PROJECT OVERTIME	15,000.00	
	950.5112.0048	OTHER PROJECT EXPENDITURES		15,000.00
		- TRANSFER FOR CAPITAL PROJECT COST		
<b>CARMEL SEWER DISTRICT #4 CAPITAL PROJECT</b>				
48	974.8130.0140	CONTRACTUAL EXPENDITURES	19,370.00	
	974.8130.4300	FEDERAL AID - ARPA	*	19,370.00
		- PROVIDE FOR CSD #4 WATERPROOFING SERVICES COST FROM ARPA FUNDS		
<b>CARMEL WATER DISTRICT #14 CAPITAL PROJECT</b>				
49	984.8310.0044	PROJECT ENGINEERING	100.00	
	984.8310.0040	CONTRACTUAL EXPENDITURES		100.00
		- TRANSFER FOR PROJECT ENGINEERING COST		

# TB-WS12-6-2023 WORK SESSION AGENDA #3

**MICHAEL S. CAZZARI**  
Town Supervisor

**ROBERT F. SCHANIL, JR.**  
Town Councilman  
Deputy Supervisor

**STEPHEN J. BARANOWSKI**  
Town Councilman  
**FRANK D. LOMBARDI**  
Town Councilman  
**SUZANNE MC DONOUGH**  
Town Councilwoman

TOWN OF CARMEL  
TOWN HALL



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**ANN SPOFFORD**  
Town Clerk

**KATHLEEN KRAUS**  
Receiver of Taxes

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

## MEMORANDUM

**Date:** December 6, 2023

**To:** Supervisor Cazzari, Carmel Town Board

**From:** Mary Ann Maxwell, Town Comptroller,  
Anne Pasquerello, Chief of Staff

**RE:** Accept Proposal for Copiers – Town Departments

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At the September 20, 2023 Town Board Voting Meeting, the Town Board authorized request for proposals for copier leasing services for the various Town Departments.

Three vendors submitted proposals; and the attached spread sheet breaks down the equipment and services for the various departments.

We respectfully request that the Town Board accept the proposal of Konica Minolta who is our current vendor and has provided exceptional customer service; and who met all the specifications of the proposal.



TOWN OF CARMEL 2013 COPIER RFP ANALYSIS

	Canon	Konica	Ricoh
<b>Town Hall Main Floor</b>			
<b>Black &amp; White</b>	<b>DX 4945i</b>	<b>Bizhub 550i</b>	<b>IM 5000</b>
Purchase Price	\$5,241.13	\$6,001.61	\$6,369.93
48 Month Lease Price	\$118.45	\$152.26	\$171.50
Price per copy (B&W)	0.00587	0.00710	0.00820
Price per copy (Color)	N/A	N/A	N/A
Annual Lease Cost	\$1,421.40	\$1,827.12	\$2,058.00
<b>Police Department</b>			
<b>Color</b>	<b>DX C5850i</b>	<b>Bizhub 450i</b>	<b>IM C4510</b>
Purchase Price	\$9,241.18	\$7,118.40	\$9,818.93
Lease Price (per month)	\$210.61	\$180.01	\$242.52
Price per copy (B&W)	0.00587	0.00730	0.00820
Price per copy (Color)	0.03400	0.05000	0.03480
Annual Lease Cost	\$2,527.32	\$2,160.12	\$2,910.24
<b>Town Hall 2nd Floor</b>			
<b>Color</b>	<b>DX C5850i</b>	<b>Bizhub C450i</b>	<b>IM C4510</b>
Purchase Price	\$9,241.18	\$7,852.29	\$9,818.93
Lease Price (per month)	\$210.61	\$198.37	\$242.52
Price per copy (B&W)	0.00587	0.00730	0.00820
Price per copy (Color)	0.03400	0.05000	0.03480
Annual Lease Cost	\$2,527.32	\$2,380.44	\$2,910.24
<b>Supervisor</b>			
<b>Color</b>	<b>DX C5850i</b>	<b>Bizhub C450i</b>	<b>IM C4510</b>
Purchase Price	\$9,241.18	\$7,118.40	\$9,818.93
Lease Price (per month)	\$210.61	\$180.01	\$242.52
Price per copy (B&W)	0.00587	0.00730	0.00820
Price per copy (Color)	0.03400	0.05000	0.03480
Annual Lease Cost	\$2,527.32	\$2,160.12	\$2,910.24
<b>Town Clerk</b>			
<b>Color</b>	<b>DX C5850i</b>	<b>Bizhub C450i</b>	<b>IM C4510</b>
Purchase Price	\$9,241.18	\$7,118.40	\$9,818.93
Lease Price (per month)	\$210.61	\$180.01	\$242.52
Price per copy (B&W)	0.00587	0.00730	0.00820
Price per copy (Color)	0.03400	0.05000	0.03480
Annual Lease Cost	\$2,527.32	\$2,160.12	\$2,910.24
<b>Building Dept</b>			
<b>Black &amp; White</b>	<b>DX 4945i</b>	<b>Bizhub 450i</b>	<b>IM 5000</b>
Purchase Price	\$5,241.13	\$4,963.82	\$6,369.93
Lease Price (per month)	\$118.45	\$116.23	\$171.50
Price per copy (B&W)	0.00587	0.00730	0.00820
Price per copy (Color)	N/A	N/A	N/A
Annual Lease Cost	\$1,421.40	\$1,394.76	\$2,058.00
<b>Recreation</b>			
<b>Color</b>	<b>DX C5850i</b>	<b>Bizhub C450i</b>	<b>IM C4510</b>
Purchase Price	\$9,241.18	\$7,118.40	\$9,818.93
Lease Price (per month)	\$210.61	\$180.01	\$242.52
Price per copy (B&W)	0.00587	0.00730	0.00820
Price per copy (Color)	0.03400	0.05000	0.03480
Annual Lease Cost	\$2,527.32	\$2,160.12	\$2,910.24
<b>Assessors</b>			
<b>Black &amp; White</b>	<b>DX 529if</b>	<b>Bizhub 4750i</b>	<b>IM 430f</b>
Purchase Price	\$2,211.64	\$1,951.19	\$2,455.36
Lease Price (per month)	\$49.40	\$48.43	\$60.68
Price per copy (B&W)	0.00587	0.01530	0.00820
Price per copy (Color)	N/A	N/A	N/A
Annual Lease Cost	\$592.80	\$581.16	\$728.16
<b>Total Purchase Price 8 Copiers</b>	<b>\$58,899.80</b>	<b>\$49,242.51</b>	<b>\$64,289.87</b>
<b>Approx Monthly Lease</b>	<b>\$1,339.35</b>	<b>\$1,235.33</b>	<b>\$1,616.28</b>
<b>Approx Annual Lease</b>	<b>\$16,072.20</b>	<b>\$14,823.96</b>	<b>\$19,395.36</b>
<b>Approx Annual B&amp;W Copy Cost</b>	<b>\$2,060.37</b>	<b>\$2,562.30</b>	<b>\$2,878.20</b>
<b>Lease Plus B&amp;W Copy Cost</b>	<b>\$18,132.57</b>	<b>\$17,386.26</b>	<b>\$22,273.56</b>
<b>Approx 18K Color Copy Cost</b>	<b>\$612.00</b>	<b>\$900.00</b>	<b>\$626.40</b>
<b>Lease + B&amp;W + Color</b>	<b>\$18,744.57</b>	<b>\$18,286.26</b>	<b>\$22,899.96</b>



2023 Copier RFP Cost/Description Analysis by Vendor - KONICA

Town Hall Main Floor		Police Department		Town Hall Second Floor		Supervisor's Office	
Black & White/Color	Black & White	Black & White/Color	Color	Black & White/Color	Color	Black & White/Color	Color
Recommended Model	Bizhub 550i	Recommended Model	Bizhub C450i	Recommended Model	Bizhub C450i	Recommended Model	Bizhub C450i
Pages Per Month	1,000 to 3,000	Pages Per Month	1,000 to 3,000	Pages Per Month	3,000 to 5,000	Pages Per Month	2,000 to 4,000
Copies per min	55	Copies per min	45	Copies per min	45	Copies per min	45
Sheet Capacity	3,650	Sheet Capacity	3,650	Sheet Capacity	3,650	Sheet Capacity	3,650
Tray Configuration	2x500, 1x2500,1x150	Tray Configuration	2x500, 1x2500,1x150	Tray Configuration	2x500, 1x2500,1x150	Tray Configuration	2x500, 1x2500,1x150
Document Feeder	Yes; 150 page	Document Feeder	Yes; 150 page	Document Feeder	Yes; 150 page	Document Feeder	Yes; 150 page
Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes
Letter Folding	No	Letter Folding	Yes	Letter Folding	Yes	Letter Folding	Yes
Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes
Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP
Network Printing	yes	Network Printing	yes	Network Printing	yes	Network Printing	yes
Finisher Stapler	yes; 50-page	Finisher Stapler - Inner	yes; 50-page	Finisher Stapler	yes; 50-page	Finisher Stapler - Inner	yes; 50-page
Fax	Yes	Fax	Yes	Fax	Yes	Fax	Yes
Hole Punch	No	Hole Punch	No	Hole Punch	Yes	Hole Punch	No
Booklet Finisher	No	Booklet Finisher	No	Booklet Finisher	Yes	Booklet Finisher	No
Purchase Price - Includes Fax Option	\$6,001.61 *	Purchase Price - Includes Fax Option	\$7,118.40 *	Purchase Price - Includes Fax Option	\$7,852.29 *	Purchase Price - Includes Fax Option	\$7,118.40 *
48 Month Lease Price - Includes Fax Option	\$152.26 *	48 Month Lease Price - Includes Fax Option	\$180.01 *	48 Month Lease Price - Includes Fax Option	\$198.37 *	48 Month Lease Price - Includes Fax Option	\$180.01 *
Price per copy	0.00710 *	Price per copy	0.00730 *	Price per copy B&W	0.00730 *	Price per copy B&W	0.00730 *
Price per copy Color	n/a *	Price per copy Color	0.05000 *	Price per copy Color	0.05000 *	Price per copy Color	0.05000 *

Town Clerk		Building Department		Recreation Department		Assessor's Office	
Black & White/Color	Color	Black & White/Color	Black & White	Black & White/Color	Color	Black & White/Color	Black & White
Recommended Model	Bizhub C450i	Recommended Model	Bizhub 450i	Recommended Model	Bizhub C450i	Recommended Model	Bizhub 4750i
Pages Per Month	2,000 to 4,000	Pages Per Month	5,000 to 12,000	Pages Per Month	2,500 to 7,500	Pages Per Month	1,000 to 2,500
Copies per min	45	Copies per min	45	Copies per min	45	Copies per min	50
Sheet Capacity	3,650	Sheet Capacity	3,650	Sheet Capacity	3,650	Sheet Capacity	1,100
Tray Configuration	2x500, 1x2500,1x150	Tray Configuration	2x500, 1x2500,1x150	Tray Configuration	2x500, 1x2500,1x150	Tray Configuration	2x500,1x100
Document Feeder	Yes; 150 page	Document Feeder	Yes; 150 page	Document Feeder	Yes; 150 page	Document Feeder	Yes; 100 page
Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes
Letter Folding	Yes	Letter Folding	No	Letter Folding	Yes	Letter Folding	No
Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes
Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP
Network Printing	yes	Network Printing	yes	Network Printing	yes	Network Printing	yes
Finisher Stapler - Inner?	yes; 50-page	Finisher Stapler - Inner?	yes; 50-page	Finisher Stapler - Inner?	yes; 50-page	Finisher Stapler	No
Fax	Yes	Fax	Yes	Fax	Yes	Fax	Yes
Hole Punch	No	Hole Punch	No	Hole Punch	No	Hole Punch	No
Booklet Finisher	No	Booklet Finisher	No	Booklet Finisher	No	Booklet Finisher	No
Purchase Price - Includes Fax Option	\$7,118.40 *	Purchase Price - Includes Fax Option	\$4,963.82 *	Purchase Price - Includes Fax Option	\$7,118.40 *	Purchase Price	\$1,951.19 *
48 Month Lease Price - Includes Fax Option	\$180.01 *	48 Month Lease Price - Includes Fax Option	\$116.23 *	48 Month Lease Price - Includes Fax Option	\$180.01 *	48 Month Lease Price	\$48.43 *
Price per copy B&W	0.00730 *	Price per copy B&W	0.00730 *	Price per copy B&W	0.00730 *	Price per copy B&W	0.01530 *
Price per copy Color	0.05000 *	Price per copy Color	n/a *	Price per copy Color	0.05000 *	Price per copy Color	n/a *

Summary Total Costs - KONICA	
5 Color/3 Black & White	
Total Purchase Cost	\$49,242.51
Total Monthly Lease Cost	\$1,235.33
Total Annual Lease Cost	\$14,823.96
Total Lease Cost 48 mths	\$59,295.84
Buyout at end	\$0.00

\* Per NYS Contract PM 68149 there is no buyout at the end of the Deferred Payment Plan (DPP)



2023 Copier RFP Cost/Description Analysis by Vendor - RICOH

Town Hall Main Floor		Police Department		Town Hall Second Floor		Supervisor's Office	
Black & White/Color	Black & White	Black & White/Color	Color	Black & White/Color	Color	Black & White/Color	Color
Recommended Model	IM 5000	Recommended Model	IM C4510	Recommended Model	IM C4510	Recommended Model	IM C4510
Pages Per Month	1,000 to 3,000	Pages Per Month	1,000 to 3,000	Pages Per Month	3,000 to 5,000	Pages Per Month	2,000 to 4,000
Copies per min	50	Copies per min	45	Copies per min	45	Copies per min	45
Sheet Capacity	3,225	Sheet Capacity	3,200	Sheet Capacity	3,200	Sheet Capacity	3,200
Tray Configuration	2x550, 1x2000, 1x125BP	Tray Configuration	2x550, 1x2000, 1x100BP	Tray Configuration	2x550, 1x2000, 1x100BP	Tray Configuration	2x550, 1x2000, 1x100BP
Document Feeder	Yes; 125 page	Document Feeder	Yes; 100 page	Document Feeder	Yes; 100 page	Document Feeder	Yes; 100 page
Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes
Letter Folding	No	Letter Folding	Yes	Letter Folding	Yes	Letter Folding	Yes
Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes
Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP ????	Scan To Folder And E-Mail	Yes + FTP ????
Network Printing	yes	Network Printing	yes	Network Printing	yes	Network Printing	yes
Finisher Stapler	yes	Finisher Stapler	yes	Finisher Stapler	yes	Finisher Stapler	yes
Fax	Optional Add on	Fax	yes	Fax	yes	Fax	yes
Hole Punch	No	Hole Punch	Optional Add on	Hole Punch	Optional Add on	Hole Punch	Optional Add on
Booklet Finisher	No	Booklet Finisher	Optional Add on	Booklet Finisher	Optional Add on	Booklet Finisher	Optional Add on
Purchase Price - Includes Fax Option	\$6,369.93 *	Purchase Price - Includes Fax Option	\$9,818.93 *	Purchase Price - Includes Fax Option	\$9,818.93 *	Purchase Price - Includes Fax Option	\$9,818.93 *
48 Month Lease Price - Includes Fax Option	\$171.50 *	48 Month Lease Price - Includes Fax Option	\$242.52 *	48 Month Lease Price - Includes Fax Option	\$242.52 *	48 Month Lease Price - Includes Fax Option	\$242.52 *
Price per copy	0.00820 *	Price per copy	0.00820 *	Price per copy B&W	0.00820 *	Price per copy B&W	0.00820 *
Price per copy Color	n/a *	Price per copy Color	0.03480 *	Price per copy Color	0.03480 *	Price per copy Color	0.03480 *

Town Clerk		Building Department		Recreation Department		Assessor's Office	
Black & White/Color	Color	Black & White/Color	Black & White	Black & White/Color	Color	Black & White/Color	Black & White
Recommended Model	IM C4510	Recommended Model	IM 5000	Recommended Model	IM C4510	Recommended Model	IM 430F
Pages Per Month	2,000 to 4,000	Pages Per Month	5,000 to 12,000	Pages Per Month	2,500 to 7,500	Pages Per Month	1,000 to 2,500
Copies per min	45	Copies per min	45	Copies per min	45	Copies per min	45
Sheet Capacity	3,200	Sheet Capacity	3,225	Sheet Capacity	3,200	Sheet Capacity	1,100
Tray Configuration	2x550, 1x2000, 1x100BP	Tray Configuration	2x550, 1x2000, 1x125BP	Tray Configuration	2x550, 1x2000, 1x100BP	Tray Configuration	1x500, 1x500, 1x100BP
Document Feeder	Yes; 100 page	Document Feeder	Yes; 125 page	Document Feeder	Yes; 100 page	Document Feeder	Yes; 100 page
Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes
Letter Folding	Yes	Letter Folding	No	Letter Folding	Yes	Letter Folding	No
Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes
Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP
Network Printing	yes	Network Printing	yes	Network Printing	yes	Network Printing	yes
Finisher Stapler	yes	Finisher Stapler	yes	Finisher Stapler	yes	Finisher Stapler	No
Fax	yes	Fax	Optional Add on	Fax	yes	Fax	yes
Hole Punch	Optional Add on	Hole Punch	No	Hole Punch	Optional Add on	Hole Punch	No
Booklet Finisher	Optional Add on	Booklet Finisher	No	Booklet Finisher	Optional Add on	Booklet Finisher	No
Purchase Price - Includes Fax Option	\$9,818.93 *	Purchase Price - Includes Fax Option	\$6,369.93 *	Purchase Price - Includes Fax Option	\$9,818.93 *	Purchase Price	\$2,455.36 *
48 Month Lease Price - Includes Fax Option	\$242.52 *	48 Month Lease Price - Includes Fax Option	\$171.50 *	48 Month Lease Price - Includes Fax Option	\$242.52 *	48 Month Lease Price	\$60.68 *
Price per copy B&W	0.00820 *	Price per copy B&W	0.00820 *	Price per copy B&W	0.00820 *	Price per copy B&W	0.00820 *
Price per copy Color	0.03480 *	Price per copy Color	n/a *	Price per copy Color	0.03480 *	Price per copy Color	n/a *

Summary Total Costs - RICOH	
5 Color/3 Black & White	
Total Purchase Cost	\$64,289.87
Total Monthly Lease Cost	\$1,616.28
Total Annual Lease Cost	\$19,395.36
Total Lease Cost 48 mths	\$77,581.44
Buyout at end	\$1,720.85 * FMV estimated



2023 Copier RFP Cost/Description Analysis by Vendor - CANON

Town Hall Main Floor		Police Department		Town Hall Second Floor		Supervisor's Office	
Black & White/Color	Black & White	Black & White/Color	Color	Black & White/Color	Color	Black & White/Color	Color
Recommended Model	DX 4945i	Recommended Model	DX C5850i	Recommended Model	DX C5850i	Recommended Model	DX C5850i
Pages Per Month	1,000 to 3,000	Pages Per Month	1,000 to 3,000	Pages Per Month	3,000 to 5,000	Pages Per Month	2,000 to 4,000
Copies per min	45	Copies per min	45	Copies per min	50	Copies per min	50
Sheet Capacity	2,200	Sheet Capacity	2,200	Sheet Capacity	2,200	Sheet Capacity	2,200
Tray Configuration	4x550, 1x200BP	Tray Configuration	4x550, 1x200BP; Up to 12' x 18' paper size capacity	Tray Configuration	4x550, 1x200BP; Up to 12' x 18' paper size capacity	Tray Configuration	4x550, 1x200BP; Up to 12' x 18' paper size capacity
Document Feeder	200 page	Document Feeder	200 page	Document Feeder	200 page	Document Feeder	200 page
Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes
Letter Folding	Optional Finisher W/ Folding	Letter Folding	Optional Finisher W/ Folding	Letter Folding	Optional Finisher W/ Folding	Letter Folding	Optional Finisher W/ Folding
Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes
Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP
Network Printing	yes	Network Printing	yes	Network Printing	yes	Network Printing	yes
Finisher Stapler	yes	Finisher Stapler	yes	Finisher Stapler	yes	Finisher Stapler	yes
Fax	yes	Fax	yes	Fax	yes	Fax	yes
Hole Punch		Hole Punch	2-3 hole punch	Hole Punch	2-3 hole punch	Hole Punch	2-3 hole punch
Purchase Price	\$5,241.13 *	Purchase Price	\$9,241.28 *	Purchase Price	\$9,241.28 *	Purchase Price	\$9,241.28 *
48 Month Lease Price	\$118.45 *	48 Month Lease Price	\$210.61 *	48 Month Lease Price	\$210.61 *	48 Month Lease Price	\$210.61 *
Price per copy	0.00587	Price per copy	0.00587	Price per copy B&W	0.00587	Price per copy B&W	0.00587
Price per copy Color	n/a	Price per copy Color	0.03400	Price per copy Color	0.03400	Price per copy Color	0.03400

Town Clerk		Building Department		Recreation Department		Assessor's Office	
Black & White/Color	Color	Black & White/Color	Black & White	Black & White/Color	Color	Black & White/Color	Black & White
Recommended Model	DX C5850i	Recommended Model	DX 4945i	Recommended Model	DX C5850i	Recommended Model	DX 529if
Pages Per Month	2,000 to 4,000	Pages Per Month	5,000 to 12,000	Pages Per Month	2,500 to 7,500	Pages Per Month	1,000 to 2,500
Copies per min	50	Copies per min	50	Copies per min	50	Copies per min	55
Sheet Capacity	2,200	Sheet Capacity	2,200	Sheet Capacity	2,200	Sheet Capacity	1,100
Tray Configuration	4x550, 1x200BP; Up to 12' x 18' paper size capacity	Tray Configuration	4x550, 1x200BP; Up to 12' x 18' paper size capacity	Tray Configuration	4x550, 1x200BP; Up to 12' x 18' paper size capacity	Tray Configuration	2x550, 1x100BP; Up to 8.5' x 14' paper size capacity
Document Feeder	200 page	Document Feeder	200 page	Document Feeder	200 page	Document Feeder	100 page
Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	Yes	Duplex Copying	No
Letter Folding	Optional Finisher W/ Folding	Letter Folding	Optional Finisher W/ Folding	Letter Folding	Optional Finisher W/ Folding	Letter Folding	No
Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes	Color Scanning	Yes
Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP	Scan To Folder And E-Mail	Yes + FTP
Network Printing	yes	Network Printing	yes	Network Printing	yes	Network Printing	yes
Finisher Stapler	yes	Finisher Stapler	yes	Finisher Stapler	yes	Finisher Stapler	No
Fax	yes	Fax	yes	Fax	yes	Fax	yes
Hole Punch	2-3 hole punch	Hole Punch	2-3 hole punch	Hole Punch	2-3 hole punch	Hole Punch	No
Purchase Price	\$9,241.28 *	Purchase Price	\$5,241.13 *	Purchase Price	\$9,241.28 *	Purchase Price	\$2,211.64 *
48 Month Lease Price	\$210.61 *	48 Month Lease Price	\$118.45 *	48 Month Lease Price	\$210.61 *	48 Month Lease Price	\$49.40 *
Price per copy B&W	0.00587	Price per copy B&W	0.00587	Price per copy B&W	0.00587	Price per copy B&W	0.00587
Price per copy Color	0.03400	Price per copy Color	n/a	Price per copy Color	0.03400	Price per copy Color	n/a

Summary Total Costs - CANON	
5 Color/3 Black & White	
Total Purchase Cost	\$58,900.30
Total Monthly Lease Cost	\$1,339.35
Total Annual Lease Cost	\$16,072.20
Total Lease Cost 48 mths	\$64,288.80
Buyout at end	* FMV estimated



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

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**To:** Carmel Town Board

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

**Date:** December 1, 2023

**Re:** Emergency Repairs/Services

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

- Carmel Water District 8

On November 11, 2023 Bee and Jay, the operators for CWD8, notified the Engineering Department of a water leak between the water main and curb valve. It was determined that two (2) saddles had failed. Attached is an invoice from Kuck Excavating in the amount of \$11,233.96 to make the repair. A budget transfer request of funds to provide for this expense therefore there are sufficient funds in the budget for this expense

- Carmel Sewer District 2 - Duke Rd Pump Station Pump

On February 7, 2022 Inframark the operator for the CSD 2 alerted the Engineering Department that pump located at the Duke Rd Pump station is not operating correctly.

Inframark obtained a price quote for a replacement pump and an emergency temporary pump to be installed. The temporary pump is needed as the lead time for the new pump is 12-to-16-weeks. This work was deemed an emergency as this pump, if not functioning, could cause a potential compliance issue which would cause the Town of Carmel to be in violation of our State Pollution Discharge Elimination System (SPDES) Permit. As such the Engineering Department authorized the quote for Koester Associates to purchase and install the pump and VFDs in the amount of \$28,190.00. The Board approved this via resolution on March 2, 2022.

The pump was recently delivered and installed in November of 2023. However, the pump cost an additional \$3,285.00 which will require a resolution from the Board for the difference.



12-01-2023

Emergency Repairs/Services

- Carmel Sewer District 2 – Sand filter feedwell pump

On September 5, 2023 Inframark the operator for the CSD 2 alerted the Engineering Department that another feedwell pump went out of service. Attached is an email sent to the Board regarding the emergency purchase and installation for two (2) pumps.

Per the attached the pumps were installed on November 15, 2023 and the WWTP now has three (3) out of the five (5) pumps in operation. Attached is the invoice in the amount of \$69,360.00 from All Makes Pumps and Motor Repair for the purchase and install of these pumps.

There are sufficient funds in the budget for this work.

EXHIBIT "B"

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

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**Procurement Policy, Section VI: Emergency Procurement**

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

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Department: Engineering

Vendor names: Kuck Excavating

Nature of emergency: CWD8 Emergency Saddle Repair

Estimated cost: \$11,233.96

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

- The situation arose out of an accident or unforeseen occurrence or condition.
- Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- The situation required immediate action, which could not await competitive bidding.

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

Other (provide explanation):

Purchasing Agent's signature for approval: \_\_\_\_\_



Department Head's signature for approval: \_\_\_\_\_



**Ed Kuck Excavating Inc**20 Day Road  
Carmel, NY 10512

CWD 8

INV #

TOC 95-2023

TAX ID -13-3851002

ATTN: ENGINEERING DEPT  
TOWN OF CARMEL**EMERGENCY 2 - ¾" X 8" SADDLE'S ROTTED OFF**

Respond as per BEE &amp; JAY

Job Location: 30 &amp; 31 MAIDSTONE DRIVE

Work Completed 11/11/2023

Start time: End Time: 8 HRS PWOT

**Job Description: WATER LEAKING ON EDGE OF ROAD, TRACED OUT SERVICE LINES TO WATER MAIN. SAW CUT ROAD, DUG UP AND EXPOSED TWO SADDLE'S ROTTED ON MAIN. REPLACE BOTH SADDLES, RECONNECTED SERVICE LINES. BACKFILLED WITH ITEM 4 AND COMPACT.****NEEDS BLACKTOP AND LAWN RESTORATION**

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	8	\$95.00 per hour	760.00
PC-120		\$175.00 PER HR	
Dump Truck	8	\$100.00 per hour	800.00
Support Vehicle	Day rate	\$155.00 PER DAY	155.00
Chop Saw	Day rate	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	70.00
Locater	Day rate	\$70.00	
TRASH PUMP & HOSE	DAY RATE PER UNIT	\$225.00 PER PUMP	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT 1-1/2	8 HRS X 1 MAN	\$291.27 PER HR	2,330.16
Machine operator	HRS X MAN	\$194.18 PER HR	
Laborers	HRS X MEN	\$169.30 PER HR	
LABORER OT 1 -1/2	8 HRS X 3 MEN	\$253.95 PER HR	6,094.80
Item 4	17 YARDS	\$52.00 per yard	884.00
Seed		\$150.00 bag	
CONCRETE			
Top soil		\$54.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
HAY		\$19.00 bag	
GRAVEL		\$50.00/YARD	
LIGHT TOWER		\$275.00 DAY RATE	
SKYLIFT		90.00 PER HR	
Total			11,233.96



Richard Francetti, P.E.  
Town Engineer



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

Office of the Town Engineer  
60 Mt. Alpin Avenue  
Malone, New York 10341

### WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: CW # 8

Location (street address): 31 MADSTONE DR

Time and Date of Main Break or Hydrant Damage: 11/11/23

Field Response:

Manpower	HRS	Equipment	HRS
<u>Bruce &amp; Jim P03</u>		<u>Hydrant Receiver</u>	
<u>TACIT</u>	<u>5</u>	<u>Backhoe/Loader</u>	<u>5</u>
<u>TACIT</u>	<u>4</u>	<u>Dump Truck</u>	<u>5</u>
<u>Chris</u>	<u>5</u>	<u>Loader</u>	<u>5</u>

Water Main: Size: 6 Material: PE Depth to Main: 54"

Hydrant: Manufacturer & Model: \_\_\_\_\_

Repair Materials Utilized: Replaces Nipples 6x3/4

SLO:100 - SERVICE - Blow-out

Phosim - Flushed Lower System -

Cause of Main Break or Hydrant Damage: \_\_\_\_\_

Description of Damage caused, if any: \_\_\_\_\_

Future Restoration Required:

- Pavement:  Sidewalk:
- Lawn Area:  Shrubs:

Cause of Main Break or Hydrant Damage: \_\_\_\_\_

Date Repair Completed: 11/11/23

Prepared by: [Signature]  
(Printed Name)

Tel: (845) 628-1500 Fax: (845) 628-7085 Email: [info@townofcarmel.ny.us](mailto:info@townofcarmel.ny.us)

**From:** [Esteves, Donna](#)  
**To:** [Franzetti, Richard](#)  
**Subject:** CWD8 Emergency Repair  
**Date:** Wednesday, November 29, 2023 1:40:12 PM  
**Attachments:** [TOC 095-2023 \(2\).pdf](#)

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Rich,

Please see attached invoice that will require the Board's acknowledgment. I submitted a budget transfer request of funds to provide for this expense.

Thanks,

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

**RESOLUTION ACKNOWLEDGING EMERGENCY REPAIRS/SERVICES  
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 as fully detailed in the memorandum of Town Engineer Richard J. Franzetti, P.E. to the Town Board dated February 8, 2022, as attached hereto and made a part thereof.

Resolution

Offered by: Councilman Schanil  
 Seconded by: Councilman Lombardi

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

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I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the 2<sup>nd</sup> day of **March, 2022**; and of the whole thereof.

March 3, 2022  
Dated

*Ann Spofford*  
Ann Spofford, Town Clerk

Richard J. Franzetti, P.E.  
Town Engineer




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

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

## MEMORANDUM

---

**To:** Carmel Town Board

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

**Date:** February 8, 2022

**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/authorization to proceed in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- Carmel Sewer District 2 - Duke Rd Pump Station Pump

On February 7, 2022 Inframark the operator for the CSD 2 alerted the Engineering Department that pump located at the Duke Rd Pump station is not operating correctly. Inframark obtained a price quote for a replacement pump and an emergency temporary pump to be installed. The temporary pump is needed as the lead time for the new pump is

~~12 to 16 weeks~~  
This work was deemed an emergency as this pump, if not functioning, could cause a potential compliance issue which would cause the Town of Carmel to be in violation of our State Pollution Discharge Elimination System (SPDES) Permit. As such the Engineering Department authorized the quote for Koester associates purchase and install the pump and VFDs in the amount of \$28,190.00.

Currently there are sufficient funds in the 2021 operating budget for this pump.

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



**TOWN OF CARMEL**  
**ENGINEERING**  
**REQUEST FOR PURCHASE OR REPAIR**  
District: CSD 2

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

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

Date of Request: 2-7-22 **Emergency Request**

Item requested: Duke Rd. pump station pump and VFD replacement – this has become an emergency as the only remaining pump is now close to failure. This request was submitted last fall and resubmitted in January of this year.

Purpose of item: This is a critical, priority request for replacement of pump and VFD for pump station. The existing pump had to be rebuilt in 2018 and now has failed again. It was looked at for reconditioning but is still not working properly. The new pump should have a better life expectancy.

We need to go with Koester Associates, Inc. Their quote, while higher, includes rental of a temporary pump while waiting for the new pump to arrive, a VFD, and other required items that are not included in the quote from Reiner Pump Systems. Reiner is not able to supply those items. A third quote was not available as this is a specialized pump that is difficult to locate.

Estimated age of equipment to be replaced / repaired: 8 years

Estimated life expectancy of new equipment / repair: 10 years

Labor cost for installation and/or repair: 2 mechanics approx. 2 hours each (\$680.00 approx.) Installation of the temporary rental pump is included in Koester's quote.

Vendor #1:	Koester Associates, Inc.	Cost: \$28,190.00
Vendor #2:	Emergency request	Cost:
Vendor #3:		Cost:



**From:** Franzetti,Richard  
**To:** [amp2@ci.carmel.ny.us](mailto:amp2@ci.carmel.ny.us); [Baranowski,Stephen](#); [Cazzari,Michael](#); [Greg Folchetti](#); [Joanna Terilli](#); [Lombardi,Frank](#); [McDonough, Suzanne](#); [Schanil,Robert](#); [Suzi McDonough Personal](#)  
**Subject:** 09-06-23 FW: Emergency Request Follow Up - CSD2 Sand Filter Building - Feed well Pumps  
**Date:** Wednesday, September 6, 2023 11:11:00 AM  
**Attachments:** [Outlook-onumju3s.png](#)  
[image001.png](#)  
[CSD2 Allmakes Feedwell Pump Quote 2023.pdf](#)  
[RE Emergency Request Follow Up - CSD2 Sand Filter Building - Feed well Pumps .msg](#)  
**Importance:** High

---

Supervisor Cazzari and Town Board members

Please be advised of the need for feed well pumps at the sand filters. We are now down to one pump at the facility. This is a potential compliance issue and Inframark has been directed to make the purchase as this is deemed an emergency.

There are sufficient funds to make the purchase for two (2) pumps

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

*This communication may be confidential and is intended for the sole use of the addressee(s). No use or reproduction of the information provided is permitted without the written consent of the Town of Carmel. If you are not the intended recipient, you should not copy, disclose or take any action in reliance on this communication. If you have received this communication in error, please notify the sender by reply e-mail and delete the message and any attached documents.*

---

**From:** Boyd, Diane <diane.boyd@inframark.com>  
**Sent:** Tuesday, September 5, 2023 2:18 PM  
**To:** Franzetti,Richard <rjf@ci.carmel.ny.us>; Esteves,Donna <de@ci.carmel.ny.us>  
**Cc:** Geertsema, Jack <Jack.Geertsema@inframark.com>; Dries, Gabriel <Gabriel.Dries@inframark.com>; Harris, Carrie <Carrie.Harris@inframark.com>; Batz, Michael <michael.batz@inframark.com>; Acosta, Albino <Albino.Acosta@inframark.com>  
**Subject:** Emergency Request Follow Up - CSD2 Sand Filter Building - Feed well Pumps  
**Importance:** High

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

Richard,  
As we feared, another Feedwell Pump is out of service; Pump #5 broke the shaft that connects

the impeller stack to the motor assembly.

We pulled the motor assembly out but there is no way to easily remove the rest of the shaft for replacement. The entire vertical turbine pump will have to be removed and possibly replaced as an assembly.

**We are now left with only one of five pumps** to feed filters 2 & 3. If we have any rain event or issues with the remaining pump, we will have to bypass the Sand Filters and the CMF units (so as to not foul our new membranes).

We have been waiting on a PO approval for the replacement of Pump #3. I've attached the quote from All Makes. This quote is still in good standing **but is only for 1 pump**. If there is any way we can get approval for 2, just double the quoted price.

This needs to be upgraded to an even greater emergency. Please advise.

Regards,

**Diane Boyd** | Project Manager



Carmel, NY

(O) 845-565-6182 | (M) 914-256-7425

---

**From:** Geertsema, Jack <[Jack.Geertsema@inframark.com](mailto:Jack.Geertsema@inframark.com)>

**Sent:** Tuesday, April 18, 2023 10:30 AM

**To:** Richard Franzetti <[rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us)>; Esteves, Donna <[de@ci.carmel.ny.us](mailto:de@ci.carmel.ny.us)>

**Cc:** Batz, Michael <[michael.batz@inframark.com](mailto:michael.batz@inframark.com)>; Boyd, Diane <[diane.boyd@inframark.com](mailto:diane.boyd@inframark.com)>; Harris, Carrie <[carrie.harris@inframark.com](mailto:carrie.harris@inframark.com)>; Dries, Gabriel <[gabriel.dries@inframark.com](mailto:gabriel.dries@inframark.com)>; Acosta, Albino <[Albino.Acosta@inframark.com](mailto:Albino.Acosta@inframark.com)>

**Subject:** Re: CSD2 Sand Filter Building - Feed well Pumps

Good Morning,

On further review it appears pump #3 is in need of an emergency replacement. We currently have very little leeway in terms of pumping capacity. If we have any further setbacks with our remaining pumps, we will be nearing an overflow type scenario. Out of the five pumps currently on site, #3 appears to be one of the oldest and conditionally in the worst shape.

Pump #1 we would like to have diagnosed further by all makes pumps, their availability is about four weeks out though. We'll be having TAM pull together a quote for the replacement of pump #3 asap.

Pump #5 is currently showing signs of an overheating issue on the VFD. We would like to have Danny revisit for diagnostic purposes to see if it's an issue with the motor itself or just the connection between that pump and the VFD.

**Jack Geertsema** | Lead Operator



Carmel Water Districts 2 | 3 | 12

(M) 845-667-2752 | [www.inframark.com](http://www.inframark.com)

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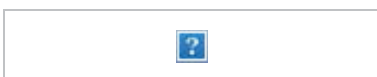
**From:** Geertsema, Jack <[Jack.Geertsema@inframark.com](mailto:Jack.Geertsema@inframark.com)>  
**Sent:** Friday, April 14, 2023 4:16:09 PM  
**To:** Richard Franzetti <[rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us)>; Esteves, Donna <[de@ci.carmel.ny.us](mailto:de@ci.carmel.ny.us)>  
**Cc:** Batz, Michael <[michael.batz@inframark.com](mailto:michael.batz@inframark.com)>; Boyd, Diane <[diane.boyd@inframark.com](mailto:diane.boyd@inframark.com)>;  
Harris, Carrie <[carrie.harris@inframark.com](mailto:carrie.harris@inframark.com)>; Dries, Gabriel <[gabriel.dries@inframark.com](mailto:gabriel.dries@inframark.com)>; Acosta,  
Albino <[Albino.Acosta@inframark.com](mailto:Albino.Acosta@inframark.com)>  
**Subject:** CSD2 Sand Filter Building - Feed well Pumps

Just to keep everyone in the loop.

We had to make an emergency call to Dan Owens today regarding our feed well pumps in the CSD2 SF Building. Pumps 1&3 were no longer providing any flow from the feed well. Owens was able to temporarily jump wire pumps 2&4 to run through 1&3's VFDs (as previously discussed 2&4 do not have VFDs of their own...quote pending). This will allow for auto operation of our pumps while we pursue further troubleshooting pumps 1 & 3.

For now, the sand filter building appears to be operating in auto as intended. We'll keep everyone updated as things progress.

**Jack Geertsema** | Lead Operator



Carmel Water Districts 2 | 3 | 12

(M) 845-667-2752 | [www.inframark.com](http://www.inframark.com)

**From:** [Geertsema, Jack](#)  
**To:** [Franzetti, Richard](#); [Esteves, Donna](#)  
**Cc:** [Harris, Carrie](#); [Boyd, Diane](#); [Batz, Michael](#); [Dries, Gabriel](#); [Acosta, Albino](#); [Schroeder, Christopher](#)  
**Subject:** CSD2 - Sand Filter Feed Well Pumps  
**Date:** Wednesday, November 15, 2023 4:53:19 PM

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

Good Afternoon,

All Makes completed the installation of the two sand filter feed well pumps at CSD2 today. Owens was on-site as well to transfer power over from the VFDs we had temporarily jumped. While on-site Owens installed two emergency cut-off switches on two of our pumps. These were previously determined to be outside of code without these switches it was a safety hazard. As it stands he'll need to do the same on the remaining three pumps.

With the addition of these two pumps today we currently have three out five pumps operational. We'll need to order the two VFDs Owens quoted previously to get us squared away on electrical drives. This way we can take full advantage of the four working pumps and be ready for when we replace the remaining broken pump at some point in the future. Let me know if you need Owens VFD quote forwarded over again.

Once we obtain the VFD drives we should be in a fairly stable position for this stage of our process.

**Jack Geertsema** | Operations Supervisor

Carmel, New York | Water & Wastewater  
(M) 845-667-2752 | [www.inframark.com](http://www.inframark.com)



**TOWN OF CARMEL**  
**ENGINEERING**  
**REQUEST FOR PURCHASE OR REPAIR**  
District: CSD 2

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

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

Date of Revised Request: 9-6-23     **Emergency Request**     Asset ID #: 2924 Pump; 2925 Motor

Item requested: Qty. (2) Replacement Feed Well Pumps and Motors in the sand filter building. (\$34,680.00 each)

Purpose of item: 6-6-23. Pump #3 is in need of an emergency replacement. We currently have very little leeway in terms of pumping capacity. If we have any further setbacks with our remaining pumps, we will be nearing an overflow type scenario. Out of the five pumps currently on site, #3 appears to be one of the oldest and conditionally in the worst shape. Only two of the five pumps are functioning properly.

Update: 9-9-23. We now only have ONE functioning pump.

**We have three different quotes:**

All Makes Pump's and TAM Enterprises' quotes are all-inclusive to do everything in one shot: remove current pump and replace with a new one.

Precision's quote is to replace with a new pump, but does not include on site assembly and installation.

Estimated age of equipment to be replaced / repaired: 27 years (pump & motor)

Estimated life expectancy of new equipment / repair: 20 years

Labor cost for installation and/or repair: included (for All Makes Pump & TAM)

Vendor #1:	All Makes Pump & Motor Repair, Inc.	Cost: \$69,360.00
Vendor #2:		Cost:
Vendor #3:		Cost:

EXHIBIT "B"

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

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**Procurement Policy, Section VI: Emergency Procurement**

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

---

Department: Engineering

Vendor names: All Makes Pump

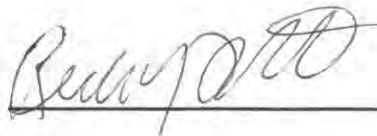
Nature of emergency: Replacement of (2) Pumps

Estimated cost: \$69,360

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

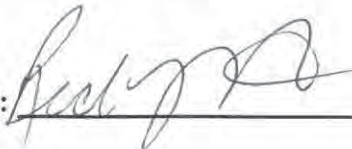
- The situation arose out of an accident or unforeseen occurrence or condition.
- Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- The situation required immediate action, which could not await competitive bidding.
-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

Purchasing Agent's signature for approval:



---

Department Head's signature for approval:



---

## TB-WS 12-6-2023 WORK SESSION AGENDA ITEM #5

CRAIG PAEPRER  
*Chairman*

ANTHONY GIANNICO  
*Vice Chairman*

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

### TOWN OF CARMEL PLANNING BOARD



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


MICHAEL CARNAZZA  
*Director of Code  
Enforcement*

RICHARD FRANZETTI, P.E.  
*Town Engineer*

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

# MEMORANDUM

To: Town Board

From: Rose Trombetta 

Date: November 30, 2023

Subject: **Bond Return** – Lake Plaza Shopping Center –  
TM – 65.10-1-45 & 46 - Bond Register #807

On November 9, 2023 the Planning Board passed a motion recommending the full bond return of \$350,000.00 for the above captioned property.

Attached is a fully executed bond application form, Town Engineer, Richard Franzetti's memo October 19, 2023 and Director of Code Enforcement, Michael Carnazza's memo dated November 9, 2023.





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

Subdivision - Site Plan Bond Application

Bond Amount \$350,000.00
Inspection Fee N/A

Bond Register No 807
Tax Map # 65.10-1-45 & 46
Filing Date 11/07/23

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$350,000.00. Said bond was fixed by Resolution of the Planning Board on date October 26, 2016 for the construction and completion of improvements described on a map on file with the Planning Board.

Applicant's Name: Heidenberg Properties LLC c/o Jason Lazar
Applicant's Address: 234 Closter Dock Road, Closter, NJ 07624
Applicant's Telephone Number: 201-768-1300 Ext 47 Email: jlazar@heidenbergproperties.com
Map Entitled: Lake Plaza Shopping Center Property Address: 983-1005 Route 6 Last Revised 03/01/17
Applicant's Signature
Town Engineer's Signature
Bonding Company The Guarantee Company of North America USA Bond # 76141099 Bond Expires

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

By Chairman, Planning Board By Chairman, Environmental Conservation Board

\*\*\*\*\*

Application for Bond Return XXXX

Bond Reduction

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

Date 11-8-23 Applicant's Signature

\*\*\*\*\*

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

Date Town Engineer's Signature

OR

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

Date 11/8/23 Town Engineer's Signature
Date 11-9-23 Planning Board Chairman
Date Environmental Conservation Board Chairman

Approved by the Town Board at a meeting on

Richard J. Franzetti, P.E.  
Town Engineer



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

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

## MEMORANDUM

---

**To:** Carmel Planning Board

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

**Date:** October 19, 2023

**Re:** Lake Plaza Shopping Center 65.10-1-45 - Bond Return

---

In response to a request by the above applicant, a representative of the Engineering Department performed a field inspection of the referenced property on October 18, 2023 to evaluate the current status of the site construction, for the purpose of determining whether a bond return was warranted. The results of our investigation are presented below.

The Town of Carmel Engineering Department has performed numerous site visits the most recent on June 18, 2019. At that time the original bond of \$1,262,000.00 was reduced by \$912,000.00 to \$350,000.00.

This Department reviewed the areas noted in the prior memorandum. The required plantings and striping have been installed. Based on the inspection, they are completed and the bond can be returned.

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

G:\Engineering\Planning Board\65.10-1-45 - Lake Plaza Shopping Center\BOND\BOND Return\2023\10-19-23 - 65.10-1-45 - Lake Plaza Shopping Center Bond Return.doc



Michael G. Carnazza  
Director of Code Enforcement

(845)628-1500  
Ext. 170



60 McAlpin Avenue  
Mahopac, New York 10541

**TO:** Chairman Craig Paerprer and Members of the Town of Carmel Planning Board.

**FROM:** Michael G. Carnazza, Director of Code Enforcement

**DATE:** November 9, 2023

**RE:** Bond Return for Lake Plaza Shopping Center  
Tm# 65.10-1-45

- 
- I inspected the site on 11/9/2023 and found full compliance with the approved site plan as it pertains to zoning.

## **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 MICHAEL CAZZARI  
TOWN BOARD

**DATE:** NOVEMBER 30, 2023

**RE:** REQUEST TO PURCHASE SERVICES "ATLANTIC PAVEMENT MARKING, INC."

---

The Highway Department requests authorization to purchase "Painting of Reflectorized Pavement Stripes" from Putnam County BID # RFP-31-23, for the contract period 9/1/23 ~ 8/31/24 per attached.

*As the road line stripping is weather sensitive and necessary to public safety, we moved forward with the service. (Due to the flooding earlier in the year, paving was completed late this year.)*

cc Comptroller MaryAnn Maxwell  
Comptroller's Office Michelle Tenefrancia  
Town Clerk Ann Spofford  
Deputy Town Clerk Alice Daly



PURCHASING DEPARTMENT

# CONTRACT AWARD NOTIFICATION

**Bid # and Title:** RFB-31-23 - PAINTING STRIPES ON COUNTY ROADS

**Contract Period:** September 1, 2023 – August 31, 2024

**Bid Opening Date:** August 25, 2023

**Authorized User:** Putnam County

**Description:** Pavement striping and pavement marking  
Various County roadways

**Vendor Information:** K5 Corporation  
9 Rockview Way  
Rockland, MA 02370

PURCHASING AGENT: *J. Tubby* DATE: 10/2/23

DEPARTMENT HEAD: *Thomas Feighery* DATE: 10/3/2023

COUNTY EXECUTIVE: *[Signature]* DATE: 10/3/23

PUTNAM COUNTY OFFICE BUILDING  
COUNTY OF PUTNAM ~ 40 GLENEIDA AVENUE ~ ROOM 105 ~ CARMEL, NY 10512  
(845) 808-1088

*Putnam Purchasing 845-808-1088*

ITEM NO.	DESCRIPTION	PAY UNIT	EST. MILES OF LINE*	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
640.2	White Paint ReflectORIZED Pavement Stripes - 20 mils	Mile	250	\$655.00	\$163,750.00	\$339.00	\$89,750.00	\$475.00	\$118,750.00	\$3,500.00	\$875,000.00
640.21	Yellow ReflectORIZED Pavement Stripes - 20 mils	Mile	250	\$865.00	\$216,250.00	\$335.00	\$83,750.00	\$475.00	\$118,750.00	\$3,500.00	\$875,000.00
P699	Mobilization	EACH	3	\$1,000.00	\$3,000.00	\$0.00	\$0.00	\$2,500.00	\$7,500.00	\$2,700.00	\$8,100.00
TOTAL BID PRICE FOR ALL ITEMS THIS SECTION					\$383,000.00		\$173,500.00		\$245,000.00		\$1,758,100.00
					<b>APPARENT LOW BIDDER</b>		<b>APPARENT LOW BIDDER</b>		<b>APPARENT LOW BIDDER</b>		<b>APPARENT LOW BIDDER</b>

\*EST. MILES OF LINE INCLUDES TOTAL MILES FOR BOTH SIDES OF THE ROAD FOR WHITE STRIPES (2) AND BOTH YELLOW STRIPES (2) FOR CENTER LINES. APPROXIMATE TOTAL MILES OF COUNTY ROAD IS 116.32 MILES.

ITEM NO.	DESCRIPTION	PAY UNIT	EST. MILES OF LINE*	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
640.22	White Paint ReflectORIZED Pavement Letters - 20 mils	EACH	20	\$60.00	\$1,200.00	\$50.00	\$1,000.00	\$40.00	\$800.00	\$90.00	\$1,800.00
640.23	White Paint ReflectORIZED Pavement Symbols - 20 mils	EACH	10	\$100.00	\$1,000.00	\$90.00	\$900.00	\$125.00	\$1,250.00	\$600.00	\$6,000.00
640.24	White Paint ReflectORIZED Stop Lines, Hatch Lines, Crosswalks and Crossbars - 20 mils	S.F.	500	\$5.00	\$2,500.00	\$1.75	\$875.00	\$2.00	\$1,000.00	\$10.00	\$5,000.00
640.25	Yellow Paint ReflectORIZED Hatch Lines - 20 mils	S.F.	500	\$5.00	\$2,500.00	\$1.75	\$875.00	\$2.00	\$1,000.00	\$10.00	\$5,000.00
P699	Mobilization	EACH	3	\$1,000.00	\$3,000.00	\$0.00	\$0.00	\$2,000.00	\$6,000.00	\$2,800.00	\$8,400.00
TOTAL BID PRICE FOR ALL ITEMS THIS SECTION					\$10,200.00		\$3,650.00		\$10,050.00		\$26,200.00
					<b>APPARENT LOW BIDDER</b>		<b>APPARENT LOW BIDDER</b>		<b>APPARENT LOW BIDDER</b>		<b>APPARENT LOW BIDDER</b>

OH Striping, Inc.  
1023 W. Broad St.  
Horseheads, NY 14845  
info@ohstriping.net

Atlantic Pavement Marking, Inc.  
15 Industrial Road  
Prospect, CT 06712  
office@atlaspavementmarking.com

K5 Corporation  
9 Rockview Way  
Rockland, MA 02370  
bids@k5corporation.com

Raja Contractors, Inc.  
25007 88th Rd.  
Bellrose, NY 11426  
108rajacontractorsinc@gmail.com

## 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 MICHAEL CAZZARI  
TOWN BOARD

DATE: NOVEMBER 30, 2023

RE: EMERGENCY ROAD REPAIR REQUEST

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The Highway Department requests authorization to move forward with the *EMERGENCY* repairs to Brookdale Road per the proposal from AROLD Construction Company, Inc. – see attached.

Post inspection after the early July 2023 storm event of the drainage culvert pipe under Brookdale Road (near Archer) showed the pipe was failing. As this is the only roadway serving ~ 50 homes it was determined that lining the pipe versus replacing would be the best solution to address this emergency situation.

The lining would be cured-in-place of approximately 40 linear feet of drainage pipe and would be performed by the Arold, the company performing the lining work for the Birch Road drainage project.

The cost would be the unit prices provided under the Birch Road contract (C289) at \$63,750.00. A 25% contingency has been added to cover the cost for inspections and review to meet FEMA's requirements. Therefore, the total cost for the cost for the project will be ~80,000.00

NOTE: The Town is pursuing reimbursement from FEMA due to July 9<sup>th</sup> flooding.

cc Engineer Rich Franzetti  
Comptroller MaryAnn Maxwell  
Comptroller's Office Michelle Tenefrancia





51 POWDER MILL BRIDGE RD. KINGSTON, NY 12401  
 (845) 336-8753 PHONE (845) 336-8245 FAX  
 www.aroldconstruction.com

**CONSTRUCTION COMPANY, INC.**

**A CERTIFIED WBE & DBE CONTRACTOR**

**PROPOSAL**

For: J. Robert Folchetti & Associates  
 Attn: John Folchetti  
 Billing Address: 31 Sodom Road Brewster, NY 10509  
 Phone: (845) 363-1560  
 Email: [John.Folchetti@JRFA.com](mailto:John.Folchetti@JRFA.com)  
 Date: 11/30/2023  
 Project: Brookdale Road Culvert Rehab  
 Location: Brookdale Road and Archer Road Mahopac, NY  
 Arch/Engineer: J. Robert Folchetti & Associates

Subject to prompt acceptance, within 30 days and to all conditions stipulated, we propose to furnish the following:

Item	Description	Quantity	UN		\$/EA	=	Extended Price	
1	Bypass	1	LS	@	\$3,500.00	=	\$3,500.00	
2	Traffic Control	1	LS	@	\$2,500.00	=	\$2,500.00	
3	Clear and Grub Downstream Outlet	1	LS	@	\$2,000.00	=	\$2,000.00	
4	Silt/ Turbidity Control	1	LS	@	\$750.00	=	\$750.00	
5	36" Elliptical Cured in Place Pipe Liner +/- 40LF	1	LS	@	\$55,000.00	=	\$55,000.00	
<b>TOTAL PRICE</b>								<b>\$63,750.00</b>

\*\*\*Pricing is based on current material costs and is subject to change if not accepted within 30 days.\*\*\*

**Exclusions**

- Bonds, permits, fees or taxes
- Union Manning Requirements
- Disposal of contaminated soils. (if encountered)
- Maintenance & protection of vehicle, railroad & pedestrian traffic.

**Inclusions**

- Cleaning & pre/post CCTV inspection of host pipe to be lined with CIPP.
- Videos & reports to be sent FTP site.
- We are a WBE/DBE Certified Contractor

**Special Notes**

- Owner to provide nearby hydrant or tanker water & water/soils dumpsite at no charge to Arold.
- Owner shall notify Arold of any backcharges in advance and give Arold the opportunity to correct.
- Owner shall provide reasonable access to work areas for trucks & equipment.
- Arold will not be responsible for any restoration of surfaces due to equipment damage.
- Pricing does not include costs for health & safety plans, JHA's, safety training or any other customer required documentation or safety submittals.
- Pricing is based on completion during the 2024 construction season. Work delayed past 2024 will be subject to change.
- Pricing is based on our standard insurance. Additional insurance (railroad, etc.) will be at an additional cost.
- Pricing is based on payment within 30 days of invoicing.

Thank you for the opportunity to quote this project.

Regards,

Ryan Arold  
 Vice President

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_