KENNETH SCHMITT Town Supervisor

SUZANNE MC DONOUGH Town Councilwoman Deputy Supervisor

MICHAEL A. BARILE Town Councilman FRANK D. LOMBARDI Town Councilman ROBERT F. SCHANIL, JR. Town Councilman

## TOWN OF CARMEL

TOWN HALL

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

MICHAEL SIMONE Superintendent of Highways

ANN SPOFFORD Town Clerk

**KATHLEEN KRAUS** 

**Receiver of Taxes** 

Tel. (845) 628-7474

TOWN BOARD VOTING MEETING/WORK SESSION Wednesday, August 18, 2021 7:00pm

#### **PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE**

#### Town Board Voting Meeting:

- Accept Town Board Minutes, July 14 and 21, 2021
- 1. Res: Authorizing Partial Refund of Wetland Permit Fee
- Res: Awarding Bid Carmel Water District #2 Water Main Replacement Project Kelly Road Backlot Contract # C266
- 3. Res: Authorizing Additions/Deletions to the Active List of the Mahopac Volunteer Fire Department
- 4. Res: Authorizing Chief of Police to Proceed with the Purchase of Police Patrol Boat
- 5. Res: Acknowledging and Authorizing Emergency Purchase Town of Carmel Police Department
- 6. Res: Authorizing Hiring of Part-time Employee Accounting Department
- 7. Res: Authorizing Acceptance of Proposal for Professional Services Carmel Water District #2 Tank Inspections
- Res: Authorizing Execution of Agreement Between the Civil Service Employees Association, Inc., Local 840, AFSCME, AFL-CIO and the Town of Carmel in Regarding to Collective Bargaining Agreement with a Term of January 1, 2022 through December 31, 2026
- 9. Res: Making Probationary Promotional Appointment of Principal Account Clerk Town of Carmel Accounting Department
- Public Comment (Three (3) Minutes on Agenda Items Only)
- Town Board Member Comments \*Adjournment

#### Town Board Work Session:

- Review of Town Board Minutes August 4, 2021
- 1. Richard Franzetti, PE, Town Engineer Consider Request to Acknowledge Emergency Repairs and Services CWD#6 and CSD#2
- 2. Richard Franzetti, PE, Town Engineer Consider Request for Proposals for Herbicide Treatment –Upper and Lower Teakettle Spout Lakes
- 3. Richard Franzetti, PE, Town Engineer Consider Request Bond Return Coco Farms TM#55.11-1-40 (\$163,000)
- 4. Police Chief Anthony Hoffmann Consider Request to Authorize Purchase of Ammunition
- Public Comment (Three (3) Minutes on Agenda Items Only)

#### Town Board Member Comments

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

#### RESOLUTION AUTHORIZING PARTIAL REFUND OF WETLAND PERMIT FEE

RESOLVED that, the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Town Engineer Richard J. Franzetti, P.E. hereby authorizes a partial refund of the wetland permit application fee paid for the property known as 22 Fulmar Road, Town of Carmel Tax Map No. 65.19-1-21, said refund being authorized in the amount of \$850.00 to Luca Racanelli.

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

#### RESOLUTION AWARDING BID CARMEL WATER DISTRICT #2 WATER MAIN REPLACEMENT PROJECT KELLY ROAD BACKLOT CONTRACT C266

WHEREAS the Town Board of the Town of Carmel has previously authorized advertisement for the solicitation of bids for Carmel Water District #2 Watermain Replacement Project for Kelly Road Backlot Contract # C266; and

WHEREAS such bids were received and opened on July 29, 2021; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel, acting as the Commissioners of Carmel Water District #2, hereby awards said contract to Legacy Supply, LLC, Valhalla, NY, the low responsible bidder meeting specifications NY at a project cost of \$589,995.00; and

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

#### **Resolution**

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

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

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the addition of the following name(s) to the active list of the Mahopac Volunteer Fire Department:

Jenna Magliari

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

#### RESOLUTION AUTHORIZING CHIEF OF POLICE TO PROCEED WITH THE PURCHASE OF POLICE PATROL BOAT

RESOLVED that the Town Board of the Town of Carmel hereby authorizes Chief of Police Anthony R. Hoffmann to proceed with the purchase of one (1) new twin outboard Police Patrol vessel from Lifeboats by IMS, Bremerton, WA at a cost not to exceed \$149,478.32, said authorization made pursuant to NYS Office of General Services 1122 Program for purchase of equipment for counter-drug, homeland security, and emergency response activities; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt and/or Chief of Police Anthony R. Hoffmann are hereby authorized to sign all necessary documents to purchase said vehicles from said vendor in accordance with the invoice/proposal dated August 12, 2021 which is attached hereto and made a part hereof; and

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

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

#### Customer: Carmel PD (NY)

#### Date: 8/12/2021

. .

Quote Valid for 120 Days

. . . .

. .

IMS GSA NO. 47QSWA18D0015

Vessel Characteristics	
Hull Length (Feet)	21'
Beam with Collar (Feet)	8'-6"
Deadrise at Transom	22
Deadrise at Entry	48
Draft	18"
Max Engine HP	300
Engine Configuration	Single or Twin
Fuel Capacity	100 Gallons
Max Number of Persons	10 People
Light Load: dry weight, w/ engines, no fuel	4800 lbs
Speed (light load)	45 + MPH
Boat Configuration	

21' x 8'6" Deep-Vee F.A.S.T Collar All Aluminum Open Cockpit Center Console HardTop Single Gasoline Powered Outboard Patrol Enhanced Aluminum 48" Wide Approx. Center Console, Three-Piece Windshield w/ Wiper and Washer System Rigging / Storage Locker at Stern

Cushioned Bench Seat w/ Storage Integrated Fwd of Console

One Pair (2) Shock-Mitigating Seats for Coxswain and Navigator Mounted On Storage Box, Folding Footrests on Console

#### Standard Features

Hull F	eatures		
		Hull Plate:	(1/4") .250"
		Side Sheet:	(3/16") .190"
		Deck Plate:	(3/16") .190"
		Superstructure:	(5/32") .160"
	5086 Aluminum Plate Hull Construction	•	(0)01 / 100
	Self Bailing Deck		
	1" Aluminum Hand Rails		
	Fiberglass Reinforced Bags filled with Polyethylene For	am Under Decks	
	Removable Center Deck Plate for Fuel Tank Access		
	Aluminum Welded, Baffled, Fuel Tank		
	Welded In Speed Shoe Pad in Bottom Plate		
	Lifting Strakes, Interceptors and Spray Rails Tailored to	Craft Configuration	
	Welded Bow Eye and Welded Stern Eyes		
	Stainless Steel Hardware		
	Eight (8) Weld-On Aluminum Cast Cleats, 8"		
	Welded on Anode Mounts		
	Sacrificial Anode for Salt / Fresh Water		
Collar	Features		
	F.A.S.T (Foam Air Stabilized Technologies) 100% Foar	n Collar Svstem	
	Small Air-Bladder for Collar Tensioning		
	Epoxy Painted Side Sheets Behind Collar System		
	Rubstrake (Grey / Black)		
Conso	le Features		
	Port Helm Position with Center Binnacle		
	Windshield Wiper & Washer System w/ Multi-Speed Co	ontrol and Delay Features	
	Console Fwd Cushioned Bench Seat w/ Backrest	,	
	Aluminum Hardtop w/ Hand-Rails		
	Anti Glare Dash Covering		
	Exterior Grab Rails on Console and T-Top		
	Navigation Lights (LED)		
	Anchor Light (LED)		
	One (1) Red/White (LED) Dome Light		
	Ten (10) Deck Courtsey Lights		
	Fuel Gauge or Fuel Level Integrated with Engine Gaug	es and MFD	
	Compass - Ritchie, Dimmable		
	Navigation Trumpet Horn		
	- ·		

Two (2) 12V Electrical Plugs		_	
Two (2) 12V Electrical Plugs		В	OATS BUILT FOR LIFE
Two (2) USB Electrical Plugs			
Two (2) Cup Holders			
Seating & Upholstery			
One Pair (2) Shock Mitigating Seats on Seat-Box			
Console Mounted FootRests			
Console Fwd Cushioned Bench Seat w/ Backrest			
Rigging Features			
Electric Bilge Pump w/ auto/man/off switch			
Robust Electrical System with Dedicated House AGM Battery Bank			
EPA Compliant Fuel-System w/ RACOR fuel/water seperators			
Outfit and Finish			
Ruberized Non-Skid Deck Covering (Black in Color)			
Aluminum Anode (2ea)			
Two (2) Fire-Extinguishers			
Navigation / Communication Equipment			
One (1) Garmin 8612Xsv MFD			
One (1) Garmin GMR18HD Radar			
One (1) Thru-Hull Depth Transducer			
One (1) GPS Antenna			
One (1) Garmin 210 VHF Radio			
Safety, Security, Rescue Equipment			
Transom Ladder			
Outfit Kit including Anchor w/ Chain and Rode, Dock-Lines, Fenders, Boat Hook			
Trailer			
Tandem Axle Galvanized 6500 lbs Capacity Trailer			
Spare Tire / Rim Mounted on Trailer			
Tie-Down Straps			
	Commercial		GSA
Base-Boat Price	\$ 107,426.00	\$	102,825.89

LIFE PROOF BOATS



Select Options				
Propulsion				
Twin Mercury 115HP Outboards, Command thrust, Includes all Necessary Rigging, Controls, Hydraulic Steering w/ Tilt Helm, Stainless Steel steering wheel w/knob, Stainless Steel				
Propeller, All Installation and Testing	\$	27,797.61	\$	26,607.28
Packages				
Law Enforcement Package: LED Alert Lights (Four Corners), GFE Radio Install, Whelen Hailer				
and Siren PA	\$	2,885.19	\$	2,761.64
FLIR MD 625 FIXED	\$	5,086.49	\$	4,868.68
Personnel Recovery Cutouts P/S Side	\$	2,250.00	\$	2,153.65
Modifications				
Agency Lettering	\$	1,300.00	\$	1,300.00
Tow post aft w/taft rail and fairleads over engines	\$	2,800.00	\$	2,800.00
Delete Shock-Mitigating Seating, Convert to Tall Leaning Bolster with Weapons Storage				
Locker	\$	(2,000.00)	\$	(2,000.00
Delete Radar from Base-Boat	\$	(1,000.00)	\$	(1,000.00
		446 545 30	~	440 247 44
Total*	Ş	146,545.29	\$	140,317.14
*Pricing Does not Include Shipping, or Tax				
Shipping prep/shrink wrap		957.18	\$	957.18
Shipping Bremerton, Wa to Carmel, NY approx 2930 miles @\$2.80/MILE		\$8,204.00		\$8,204.00
Total Delivered:		\$155,706.47	\$	149,478.32

#### **RESOLUTION ACKNOWLEDGING AND AUTHORIZING EMERGENCY PURCHASE TOWN OF CARMEL POLICE DEPARTMENT**

RESOLVED, that the Town Board of the Town of Carmel and upon the request and recommendation of Town of Carmel Chief of Police Anthony R. Hoffmann, hereby acknowledges and authorizes the emergency purchase and installation of a 2021 Yamaha V-Max 250 H.P. outboard motor for the Town of Carmel Police boat from MacDonald Marina, Mahopac, NY, at a cost not to exceed \$32,000.00; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt 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.

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

#### **RESOLUTION AUTHORIZING HIRING OF PART-TIME EMPLOYEE – ACCOUNTING DEPARTMENT**

RESOLVED, that the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Comptroller Mary Ann Maxwell hereby authorizes the hiring of Eileen Brennan in the Accounting Department on a temporary and part-time basis commencing immediately, at an hourly rate of \$35.00 per hour and not to exceed 19 (nineteen) hours per week.

**Resolution** 

**Resolution** 

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

#### RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES CARMEL WATER DISTRICT #2 TANK INSPECTIONS

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of the Carmel Water District #2 and upon the recommendation of Town Engineer Richard J. Franzetti, P.E., hereby authorizes the acceptance of proposals from CorrTech, Deep River, CT, for the performance of remotely-operated-vehicle water tank testing in Carmel Water District #2 at the Everett Road, Lindy Drive, and Clapboard Ridge Tank Locations at a cost not to exceed \$6,800.00 in accordance with the proposal dated August 13, 2021; and

BE IT FURTHER RESOLVED that Town of Carmel Town Supervisor Kenneth Schmitt, is hereby authorized to sign any and all documentation necessary to authorize the actions contained herein; and

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

#### **Resolution**

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

#### RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 840, AFSCME, AFL-CIO AND THE TOWN OF CARMEL IN REGARDING TO COLLECTIVE BARGAINING AGREEMENT WITH A TERM OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

RESOLVED, that the Town Board of the Town of Carmel hereby ratifies and accepts the Memorandum of Agreement dated July 30, 2021, between THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 840, AFSCME, AFL-CIO AND THE TOWN OF CARMEL for the duration of January 1, 2022 through December 31, 2026, which is attached hereto. The Memorandum of Agreement was ratified on August 12, 2021 by Town employees in the bargaining unit represented by THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 840, AFSCME, AFL-CIO. The Town Board hereby authorizes the Town Supervisor to sign a Collective Bargaining Agreement consistent with the terms of

the Memorandum of Agreement.

Resolution	
Offered by:	
Seconded by:	

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

#### MEMORANDUM OF AGREEMENT

### TOWN OF CARMEL AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 840, AFSCME, AFL-CIO

IT IS HEREBY AGREED by and between the Town of Carmel and the Civil Service Employees Association, Inc., Local 840, AFSCME, AFL-CIO (the "CSEA") that the collective bargaining agreement ("CBA") between the parties shall be modified as indicated below.

All terms of the January 1, 2018, to December 31, 2021 CBA shall be carried forward and included in the January 1, 2022 to December 31, 2026 CBA, except as amended herein.

This Memorandum of Agreement is subject to ratification of the CSEA bargaining unit and the Town Board.

Once ratified by the CSEA bargaining unit and the Town Board, this Memorandum of Agreement shall have the full force and effect of the Collective Bargaining Agreement between the parties. The parties shall prepare a revised Collective Bargaining Agreement based on this Memorandum of Agreement.

1. The wages referenced in Article X, Section A, shall be increased as follows:

3% of 2021 rates
2.75% of 2022 rates
3% of 2023 rates
2.75% of 2024 rates
3% of 2025 rates

2. Article X, Section C, Mortgage Tax Revenue Wage Supplement, shall not be carried forward into the CBA, effective January 1, 2022.

3. Article XII, Term of Agreement, shall be amended to provide that the CBA shall be effective January 1, 2022 to December 31, 2026.

#### [SIGNATURE PAGE TO FOLLOW]

TOWN OF CARMEL

- 7/25/21 Frank D. Lombardi

Town Board Member

Date

1. . . . . Suzanne McDonough Town Board Member

<u>7/27/2021</u> Date

CSEA LOCAL

nor als Kate Fitzpatrick

Labor Relations Specialist

21 30 Date

Staci Norton CSEA Unit President

Date

#### RESOLUTION MAKING PROBATIONARY PROMOTIONAL APPOINTMENT OF PRINCIPAL ACCOUNT CLERK – TOWN OF CARMEL ACCOUNTING DEPARTMENT

RESOLVED that the Town Board of the Town of Carmel hereby appoints Carol Ormsby to the position of Principal Account Clerk, in the Town of Carmel Accounting Department, at a Group 10, Step 1 annual salary, effective August 23, 2021, on a promotional probationary basis subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

#### **Resolution**

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

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:** August 11, 2021

**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 Water District 6 – Shell Valley Pump #1 Replacement

On July 25, 2021, Bee and Jay, the operators for CWD 4, notified the Engineering Department that the pump failed out due to a lightning storm. The submersible pump, cable and related parts were replaced and set new on 8/5/21. Attached is an invoice in the amount of \$10,733.00 for Bee and Jay to make this repair.

Please note that this invoice has been submitted to insurance for reimbursement.

• Carmel Sewer District 2 Repair for 2<sup>nd</sup> Stage Clarifier Drive on Tank 1

On August 6, 2021 Inframark, the operators for CSD 2, notified the Engineering Department of the failure of the secondary clarifier drive. The emergency repair has been authorized by the Engineering Department. In the event that sludge builds heavily in this clarifier, it can bring us to a non-compliance situation. Attached is an estimated invoice in the amount of \$29,442.61 from G.M.H Associates to make this repair.

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



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541 p: 845.628.3924 f: 845.628.4062 e: service@beeandjay.com

Town of Carmel-CWD 6

Engineering Dept.

60 McAlpin Ave. Mahopac, NY 10541

BILL TO:

## INVOICE

 DATE
 INVOICE #

 8/9/2021
 98891

www.BEEANDJAY.com

#### SERVICE LOCATION:

Shell Valley Mahopac, NY

#### PROFESSIONAL SERVICE 57 YEARS 1964-2021

**CUSTOMER #** TERMS MECHANIC SERVICE DATE WORK ORDER # 845 628 2087 Due Upon Receipt EK 8/4/2021 58233 ITEM QTY/HRS DESCRIPTION RATE AMOUNT Description CWD# 6 Shell Valley well pump #1 burnt out due to lightening storm 7/25/21- Tested - 8/4/2021 - Use of boom truck pulled and replaced submersible pump, motor, cable and all related parts and set new on 8/5/21 and tested. Labor TOC Lab... 8 1-Laborer 8/4/2021 140.00 1,120.00 Labor TOC Tech 8 1-Tech Plb 8/4/21 185.00 1.480.00 Labor TOC Lab... 4 1-Laborer 8/5/21 140.00 560.00 Labor TOC Tech 4 1-Tech Plb 8/5/21 185.00 740.00 Material 1-13gs30 Pump End 1,359.00 1,359.00 Material 1- 3hp 230 volt 3 phase Motor 1,179.00 1,179.00 Material 310 feet 10-4 Subcable 1,050.00 1,050.00 Material 300 feet SCH 120 Pipe 1,950.00 1,950.00 Material 1-1/4 Sure Align Check 90.00 90.00 Material 2- Sets Heat Shrinks 44.00 44.00 Material 6- Rolls Tape 40.00 40.00 Material 14-Wire Guides 91.00 91.00 Material 1-Torque Arrestor 30.00 30.00 Boom Truck **Boom Truck** 1,000.00 1,000.00 \*\* Invoices not paid when due will be subjected to a finance charge of 1.5% per month Total Due\$10,733.00 WE ACCEPT ALL MAJOR CREDIT CARDS !! CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER CARDHOLDER/NAME: CARD# \_\_\_\_\_ EXP. DATE: \_\_\_\_\_\_CID #\_\_\_\_\_

EMAIL:\_\_\_\_\_

Master Plumbers Lic.#s W.C. 556 P.C. 363

### **ØINFRAMARK**

### TOWN OF CARMEL

### ENGINEERING REQUEST FOR PURCHASE OR REPAIR District: 2

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

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

Date of Request: 8/8/2021

3

4

1

Item requested: Emergency Repair for 2nd Stage Clarifier Drive on tank #1

Purpose of item: Drive operates a sludge collection mechanism which assists in the sludge recycle within the plant processes.

Estimated age of equipment to be replaced / repaired: Original installation. Approximately 2 years

Estimated life expectancy of new equipment / repair:

Labor cost for installation and/or repair: Included in Cost

Vendor #1 : G.M.H Associates Vendor #2: Vendor #3: **Cost: \$29,442.61** Cost: Cost:



## G.M.H. Associates of America, Inc.

5 Chelten Way, Bldg. 15, Trenton, N.J. 08638 Mechanical, Electrical Engineering and Sales

(609) 396-4751 Fax: (609) 396-1067

7 Outside of New Jersey (800)728-5345

### 24 Hours A Day Phone (800)728-5345 / Fax: (609)396-1067

Quote	e #: Q21	189G	Quote	Date:	08/06/2021		Quote #: Q21189	9G
Customer: Carmel SD, Inframark Attn: Arthur Grippo, I					the second s	10 200		
Addr	ess: 2 Ro	enwick Street   Newbu	urgh, NY 12550	Fax:		Phone: 845-541-	-3904	Charles -
Qty	Line	Description					Unit 💋	Extended
	1	G.M.H Associates and materials to de	s of America, Inc, will S o the following:	upply all sup	ervision, la	abor, equipment	2	
1	2	Supply One Rema	nufactured Fairfield Plan	etary S7			OY I	\$ 8,034.45
1	3	Furnish and Suppl	y One Remanufactured W	Vorm Gearbo	ζ			\$ 5,325.85
1	4	Furnish and Suppl	y One Remanufactured H	Ielical				\$ 1,439.85
1	5	Furnish and Suppl	y One DBS Coaxial Shaf	ì				\$ 261.00
1	6		y One DBS Adapter Bea					\$ 1,336.90
1	7	Furnish and Suppl	y One Motor		. <u></u>			\$ 426.30
	8	Millwright Team Replacement Unit	for Removal of Planetary , and Testing on Sight	Drive Unit, F	e-Installat	ion of		<u>\$ 12,618.30</u>
	9	Total Price this (	Quote					\$ 29,442.61
			***NOT	.E.***				
			CACHO	5				
		customer of whole or i authorizati	ove information is restricted evaluate this quote and wo n part without G.M.H. As on is expressly forbidden.	ork procedure. sociates of An	Any dissen ierica, Inc.'	nination either in s express written		
		2.) Estimates Overtime,	and Quotes are billed at Emergency and Holiday add	time and mate ders +/-25%	rials per co	ontract rates plus		



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Freight: Additional if applicable. Delivery: Per factory Taxes: Additional if applicable. Permits, Fees and Licenses: Additional if applicable.

Terms: 33% with order to hold construction date, do shop and site engineering, pre-construction meeting, stage materials and subcontractors. 23% with upon drawing approval. Balance net 30 days for construction and new drive contracts. 1/3 with order to do shop and site engineering, pre-remanufacturing, stage and order materials and subcontractors (if any).

8/16/2021 Work Session Agenda Item #2

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:** August 9, 2021

**Re:** Upper and Lower Teakettle Spout Lake Herbicide Treatment

The Engineering Department circulated Requests for Proposal (RFP) for the referenced project to seven (7) contractors on July 6, 2021. The RFP was also posted to the Town Webpage. Formal RFP's were received by the Engineering office on August 6, 2021. Two (2) companies, the Pond and Lake Connection (P&LC) and Limnology Information & Freshwater Ecology (LIFE) submitted proposals.

The proposal was to provide multi-year proposals to perform aquatic herbicide treatments for the Upper and Lower Teakettle Lakes. The contract shall be effective for the term of three (3) years, commencing on or about May 1, 2022 and ending after the completion of work in 2025. The Town of Carmel shall have the unilateral option, at the sole discretion of the Town of Carmel to extend the contract for two (2) one-year periods (2026 and 2027). Copies of the costs are provided in the attached

The costs per year for Upper Teakettle Lake are as follows

For years 2022 – 2026	P&LC	LIFE
	\$3,900	\$4,350
Total cost	\$19,500	\$21,750
The costs per year for Lower	Teakettle Lake	are as follows:
For years 2022 – 2026	P&LC	LIFE
	\$5,025	\$5,150
Total cost	\$25,125	\$25,750
Five year cost for both lakes	\$44,625	\$47,500

It should be noted that the Pond and Lake Connection has been performing this professional service adequately for the Teakettle Park distrait since 2013. Therefore, this Department recommends that this multi-year proposal be accepted.

The cost for this service will be included in the Teakettle Lake Park District budgets. Based upon the above, we recommend that the Town Board authorize The Pond and Lake Connection to perform this work.

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

G:\Engineering\Contracts and RFPs\R2021-006 - Upper and lower teakettle Lake Treatments\To TB\08-09-21 Teakettle Lake Treatments TB MEMO RJF.doc

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

July 23, 2021

TO: ALL PROSPECTIVE PROPOSERS

RE: <u>TOWN OF CARMEL R2021-006</u>- Upper and Lower Teakettle Lake Treatments

VIA EMAIL - 19 Pages (including this page)

Prospective Proposers:

Please find following Addendum No. 1 for the above referenced project.

The purpose of the addendum is to provide clarifications to the proposal documents.

Receipt of this Addendum No. 1 Must be acknowledged in the response to proposal

Thank you for your cooperation.

Sincerely,

ichard I that

Richard J. Franzetti, P.E. Town Engineer

Enclosures: Addendum No. 1

#### ADDENDUM NO. 1

The following revisions are to be made and incorporated into the Contract Documents:

1) Since the specifications are requesting Clipper, is the Town capable of the drawdown necessary to hold the water for the 5 days required by the label?

Response – No. The water dammed by using the sand bags. Upper Teakettle has a working drain valve if needed.

2) There is a request for sandbagging. How many are needed for each lake?

Response – That is to be determined by the contractor. Typically, there are six (6) bags used at the Upper Teakettle Lake and ten (10) at the Teakettle Lake.

3) There is a discrepancy in the number of applications. The chart shows 3 or 4, but the pricing sheet says one estimated. Can you give us guidance on which way we should submit pricing?

Response – Pricing should be based on number of applications. A new set of specifications is provided which provides the updated proposal submission sheet

4) What are the targeted weeds?

Response - Curly leaf pond weed, Algae, Watermeal

5) Why is clipper listed at a dosage rate of 140ppb and 144 ppb?

Response – These are the values listed in the permit for each of the lakes.

6) It is stated that there is 1 payment after the applications are completed.Is this a payment after each round of applications, or one at the end of the season?

Response - Payment is made after each round of applications.

7) Please provide the specific type of weeds that you are trying to control.

Response - Curly leaf pond weed, Algae, Watermeal

- Clipper will not control all weeds and is only labeled for specific weeds.
   Response Clipper (or same active ingredient). Cutrine plus (or similar active ingredient). Both chemicals treat the weeds listed.
- 9) The Teakettle ponds become infested with Curly Leaf Pond weed early in the spring. Clipper is not effective nor is it labeled for curly leaf pond weed.

Response – Clipper is labeled for curly leafed pondweed.

10) The RFP states 1 application of Cutrine Plus; per NYSDEC regulations, only half of the water body may be treated with any copper-based product; which means that one treatment is only treating half the pond(s) at once. This need to clearer in your directions. Does one treatment mean two half treatments, or one-half treatment.

#### Response - Treatment means a one-(1) "half treatment"

11) Cutrine plus will not control the mat algae present in the ponds. I would suggest multiple treatments of Copper Sulfate versus one treatment of Cutrine Plus.

Response – Cutrine plus does not have the use restrictions as copper sulfate. We recommend cutrine plus or cutrine ultra to avoid water use restrictions.

12) Is it the applicators responsibility to notify the homeowners?

Response - Applicator provides letter and the Town notifies homeowners.

13) Does the Town own the ponds entirely, this must be clear per notification regulations?

Response - The Town owns both the Upper Teakettle and Teakettle Lakes

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

July 6, 2021 Revised July 23, 2021

#### NOTICE TO VENDORS R2021-006

#### RE: UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

New York State Licensed Herbicide Applicator:

Dear Sir of Madame:

The Town of Carmel is seeking a priced proposal for lake treatments as described below. The contractor must have all required licenses for this work, including state, federal and local. The contractor shall be responsible for preparation and submission of all applications to regulatory agencies including any fees associated with said applications, and receipt of any and all permits from applicable regulatory agencies necessary to permit the work to proceed. Attached to this document is the available information from Town files on both the Upper and Lower Teakettle Lakes in the Town of Carmel, N.Y.

The Contractor shall include in the pricing other costs associated with the proper performance of the work, including but not limited to; notifications, mailings, meetings with Town of Carmel Staff, impoundment of water, provision of required insurances, etc. Contractor reports to and works with the Town of Carmel Engineering Department as directed and is responsible for reporting all problems/ concerns to the Town of Carmel Engineering Department.

Please provide your pricing in the areas provided on the enclosed "Proposal Submission Sheets". Your proposal must be accompanied by a copy of your New York State Certification as an aquatic applicator and a list of references.

Sincerely,

Richard J. Franzetti, P.E. Town Engineer

Tel: (845) 628-1500 Fax: (845) 628-7085 email rifluci.carmel.ny.us

G:\Engineering\Contracts and RFPs\R2021-006 - Upper and lower teakettle Lake Treatments\07-23-2021 - R2021-006 Upper and Lower Teakettle Lake Treatments V2.doe

#### UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

#### SPECIFICATIONS

#### PAYMENT

Contractor shall be paid in one (1) installment upon the completion of all Town of Carmel Work at both locations.

#### DURATION

This contract shall be effective for the term of three (3) years, commencing on or about May 1, 2022 and ending on or about April 30, 2025. The Town of Carmel shall have the unilateral option, at the sole discretion of the Town of Carmel to extend the contract for two (2) one (1) year periods.

#### APPLICATION

The time frame to apply the chemicals is from May t 1 through Labor day of any given year.

Upper Teakettle Lake

- Latitude/Longitude: 41.357/73.725
- Size: 7.45 acres
- Depth: 4 ft
- Total number of Acre feet: 29.8

Lower Teakettle Lake

- Latitude/Longitude: 41.354/73.730
- Size: 9.18 acres
- Depth: 4 ft
- Total number of Acre feet: 36.72

The following should be used for the chemical applications in each Lake:

Herbicide	Number of applications	Application rate	Dosage Rate	Amount needed per application	Total amount needed per season
Sec. 2010 10 10 10 10 10	U	pper Teakettle La	ke		
Clipper (flumioxain)	3	12 ounces/ acre	140 ppb	89.4 ounces	268.2 ounces
Cutrine Plus (copper ethanolamine complex)	3	0.6 gallons/acre ft	0.2 ppm	17.88 gallons	53.64 gallons
	L	ower Teakettle La	ke		
Clipper (flumioxain)	4	12 ounces/ acre	144 ppb	110 ounces	440 ounces
Cutrine Plus (copper ethanolamine complex)	3	0.6 gallons/acre ft	0.2 ppm	22 gallons	66 gallons

#### MODIFICATIONS

This contract may not be changed or modified except in writing.

#### UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

#### Proposal Submission Sheet R2021-006

#### Teakettle Spout - Upper and Lower Lakes Treatments 2022, 2023, 2024 (2025, 2026 optional)

#### 2022

Upper Lake:

100		
1.	<b>Clipper Treatment: Weeds:</b> Labor and Chemicals: (price per application)	\$ 1,550.00
II.	Clipper Treatment: Watermeal: Labor and Chemicals (price per application)	\$ 1,750.00
Ш.	Cutrine Plus: Labor and Chemicals (price per application)	\$ 350.00
IV.	Permit & Permit Preparation Fees:	\$ 250.00
V.	Sand Bagging overflow	\$_0-

### THREE THOUSAND AND NINE HUNDRED DOLLARS

Amount bid in words

#### Lower Lake:

I. Clipper Treatment: Weeds: Labor and Chemicals: (price per application)	\$ 2,450.00
<ol> <li>Clipper Treatment: Watermeal: Labor and Chemicals (price per application)</li> </ol>	\$ 1,950.00
III. Cutrine Plus: Labor and Chemicals (price per application)	\$ 375.00
IV. Permit & Permit Preparation Fees:	\$ 250.00
V. Sand Bagging overflow	\$_0-

## FIVE THOUSAND AND TWENTY - FIVE DULARS

#### UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

#### 2023 Upper Lake:

I.	Clipper Treatment: Weeds: Labor and Chemicals: (price per application)	\$ 1,550-00
II.	Clipper Treatment: Watermeal: Labor and Chemicals (price per application)	\$ 1,756.00
111.	Cutrine Plus: Labor and Chemicals (price per application)	\$ 350.00
IV.	Permit & Permit Preparation Fees:	\$ 250.00
V.	Sand Bagging overflow	\$

## THREE THOUSAND AND NINE HUNDRED DOLLARS

Amount bid in words

#### Lower Lake:

l.	Clipper Treatment: Weeds: Labor and Chemicals: (price per application)	\$_	2,450.00
II.	Clipper Treatment: Watermeal: Labor and Chemicals (price per application)	\$_	1,950.00
III.	Cutrine Plus: Labor and Chemicals (price per application)	\$	375.00
IV.	Permit & Permit Preparation Fees:	\$	250.00
V.	Sand Bagging overflow	\$_	0 -

## FIVE THOUSAND AND TWENTY -FIVE DOLLARS

#### R2021-006 UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

#### 2024

Upper Lake:

<ol> <li>Clipper Treatment: Weeds: Labor and Chemicals: (price per application)</li> </ol>	\$ 1,550.00
II. Clipper Treatment: Watermeal: Labor and Chemica (price per application)	s_1,750.00
III. Cutrine Plus: Labor and Chemicals (price per application)	\$ 350.00
IV. Permit & Permit Preparation Fees:	\$ 250.00
V. Sand Bagging overflow	\$_0-

## THREE THOUSAND AND NINE HUNDRED DOLLARS

Amount bid in words

#### Lower Lake:

<ol> <li>Clipper Treatment: Weeds: Labor and Chemicals: (price per application)</li> </ol>	\$ 2,450 00
II. Clipper Treatment: Watermeal: Labor and Chemicals (price per application)	\$ 1,950.00
<li>III. Cutrine Plus: Labor and Chemicals (price per application)</li>	\$ 375.00
IV. Permit & Permit Preparation Fees:	\$ 250.00
V. Sand Bagging overflow	\$

## FIVE THOUSAND AND TWENTY - FIVE DOLLARS

#### R2021-006 UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

2025		
At sol	e discretion of the Town of Carmel	
Upper	Lake:	
l.	Clipper Treatment: Weeds: Labor and Chemicals: (price per application)	\$ 1,550.00
П.	Clipper Treatment: Watermeal: Labor and Chemicals (price per application)	\$ 1,750-00
111.	Cutrine Plus: Labor and Chemicals (price per application)	\$ 350.00
IV.	Permit & Permit Preparation Fees:	\$ 250.00
V.	Sand Bagging overflow	\$ 0-

## THREE THOUSAND AND NINE HUNDRED DOLLAKS

	Amount bid in words		
Lower	Lake:		
I,	<b>Clipper Treatment: Weeds:</b> Labor and Chemicals: (price per application)	\$_	2,450.00
Ш,	Clipper Treatment: Watermeal: Labor and Chemicals (price per application)	\$_	1,950.00
Ш.	Cutrine Plus: Labor and Chemicals (price per application)	\$_	375 0
IV	Permit & Permit Preparation Fees:	\$_	250.00
V.	Sand Bagging overflow	\$_	0-

## FINE THOUSAND AND TWENTY - FINE DOLLARS

#### R2021-006 UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

#### 2026 - At sole discretion of the Town of Carmel

# Upper Lake: I. Clipper Treatment: Weeds: Labor and Chemicals: (price per application) \$ 1,550.50 II. Clipper Treatment: Watermeal: Labor and Chemicals (price per application) \$ 1750.50 III. Cutrine Plus: Labor and Chemicals (price per application) \$ 350.50 IV. Permit & Permit Preparation Fees: \$ 250.00 V. Sand Bagging overflow \$ 0 1

## THREE THOUSAND AND NINE HUNDRED DOLLARS

	Amount bid in words		
Lower			-
1.	Clipper Treatment: Weeds: Labor and Chemicals: (price per application)	\$_	2,450.00
П.	Clipper Treatment: Watermeal: Labor and Chemicals (price per application)	\$_	1,950.00
Ш.	Cutrine Plus: Labor and Chemicals (price per application)	\$_	375.00
IV.	Permit & Permit Preparation Fees:	\$_	250.00
V.	Sand Bagging overflow	\$	0-

## FIVE THOUSAND AND TWENTY - FIVE DOLLARS

Amount bid in words

PRESIDENT

Submitted By: JEFF STAHL- THE POND AND LAKE CONNECTION

Title:

Applicants Legal Address:

BRINKFIELD LT 04804

Signature J. Att.

<u>1|28|221</u> Date

#### UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

**TERMS OF PROPOSAL**: By tendering a Proposal, Contractor hereby acknowledges and represents that:

- 1. They have carefully examined all Proposal Documents, have personally inspected the project site, have satisfied themselves as to all conditions.
- 2. The "Non Collusion Affidavit" must be included with the Bid Submitted.
- Contractor understands that the Owner reserves the right to award the Contract for the <u>Herbicide Treatments - Upper and Lower Teakettle Lakes</u>, and to reject any and/or all proposals and to waive any informalities in the bidding.
- The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.
- 5. Pricing provided for 2025 and 2026 is provided for the benefit of the Town of Carmel. The bidder agrees that by providing these prices that the Town of Carmel shall have the exclusive and unilateral option to exercise the right to engage the bidder to provide these services at the prices stated.

Jul DATE: 7/28/221 SIGNED: PRINTED NAME & TITLE: JEFF STAHL - PRESIDENT Affix

Corporate Seal

UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

### TOWN OF CARMEL

### NON-COLLUSIVE BIDDING CERTIFICATION

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

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

IN WITNESS WHEREOF, (we) (I) have executed this certificate and affirm the truth of the statements therein set forth under penalty of perjury the  $28^{14}$  day of 344 and 2024.

(Signature of Individual Signing Bid)

Ju J. Stt.

By

JEFF STAHL - PRESIDENT THE POND AND LAKE (ONNECTION)

#### UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

#### INSURANCE REQUIREMENTS

- Notwithstanding any terms, conditions or provisions in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation. Before any of the work is started under this contract, the contractor shall file with the municipality a certificate(s).
- II. The policy naming the municipality as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
  - Provide for 30 days notice of cancellation.
  - State that the contractors' coverage shall be primary coverage for the municipality, its Board, employees and volunteers.
  - The municipality shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the municipality for any applicable deductibles.
- IV. Required Insurance:
  - Commercial General Liability Insurance

\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

Automobile Liability

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. \$1,000,000 contracts above \$100,000.

Workers' Compensation

Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

Owners/Contractors Protective Insurance

(Required for construction projects in excess of \$500,000). \$1,000,000 per occurrence/\$2,000,000 aggregate, with the municipality as the named insured.

Excess Insurance

Limits depending on the size of the project: \$1,000,000 limit for contracts above \$100,000, \$3,000,000 limit for contracts above \$250,000, and \$5,000,000 limit for contracts above \$500,000.

Bid, Performance and Labor & Material Bonds

#### UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

If required in the specifications, these bonds shall be provided by a New York State admitted Surety Company, in good standing.

- . If any work is to be subcontracted, the proposed subcontractor must be reviewed with the municipality prior to acceptance.
- Professional Errors & Omission Insurance .

All Professional Consultants such as Engineers, Architects, Surveyors, Contractor Construction Managers, Environmental, Attorneys and Accountants.

\$1,000,000 per occurrence/\$2,000,000 Aggregate for negligent professional acts of the consultant.

Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

V.

#### UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

5 1

## BASELINE STUDIES OF LAKE CASSE, SECOR LAKE, AND TEAKETTLE SPOUT LAKES

Α.

17 April 1991

Prepared for: Town of Cannol, New York

Prepared by:



457 Main Street, Suite 4C Danbury, Connecticut 06811

#### UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

## ENVIRONMENTAL SETTING, MORPHOMETRY, AND BATHYMETRY

Lake Casse, Secor Lake and Upper and Lower Teakettle Spout Lakes are freshwater ecosystems located in the Town of Carmel, New York. Table 1 lists important morphometric characteristics of each lake. Appendix 1 contains bathymetric maps and watershed delineations for each lake.

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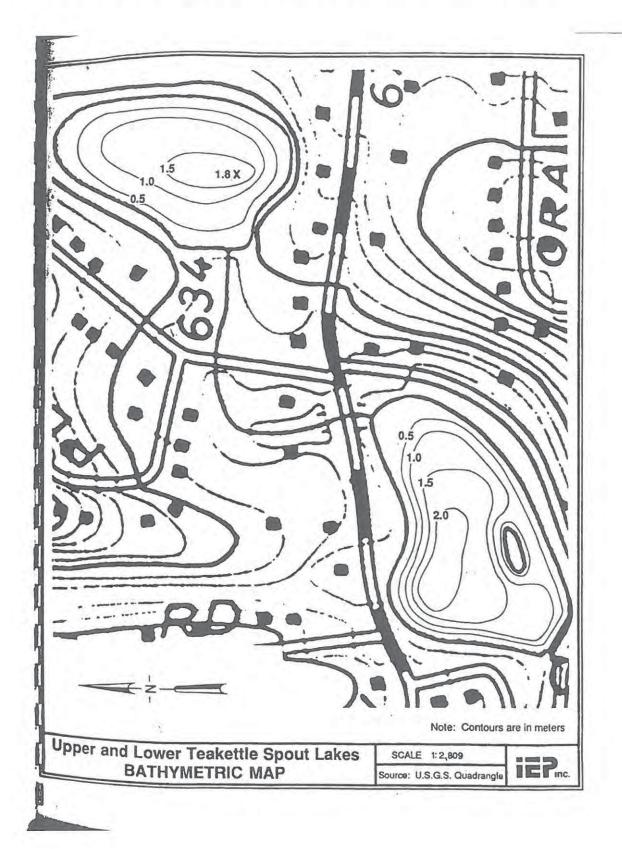
		Table 1		2000	
Morph	Morphometry of Lake Casse, Secor Lake, and the Teakettle Spout Lakes				
	Lake Casse	Secor Lake	Upper Teskettle Spout	Lower Teakettle Spout	
Surface Area (acres)	31.4	49.8	6.1	7.6	
Maximum Depth (feet)	10.5	12.5	5.9	6.6	
Mean Depth (feet)	5.7	7.4	2.7	3.5	
Volume (acre-feet)	177.9	371.0	16.4	26.9	
Maximum Length (feet)	2,645	2,330	787	960	
Maximum Width (feet)	708	1,181	472	567	

Lake Casse receives drainage from a watershed totalling 238.2 acres in area. Much of the drainage reaches Lake Casse via a small stream discharging at the northwestern end of the lake. Secor Lake receives drainage from two stream systems that enter at almost the same point at the northern end of the lake. The watershed of Secor Lake is the largest of all the lakes studied totalling 1,059 acres. The Teakettle Spout Lakes have a watershed totalling 160.6 acres.

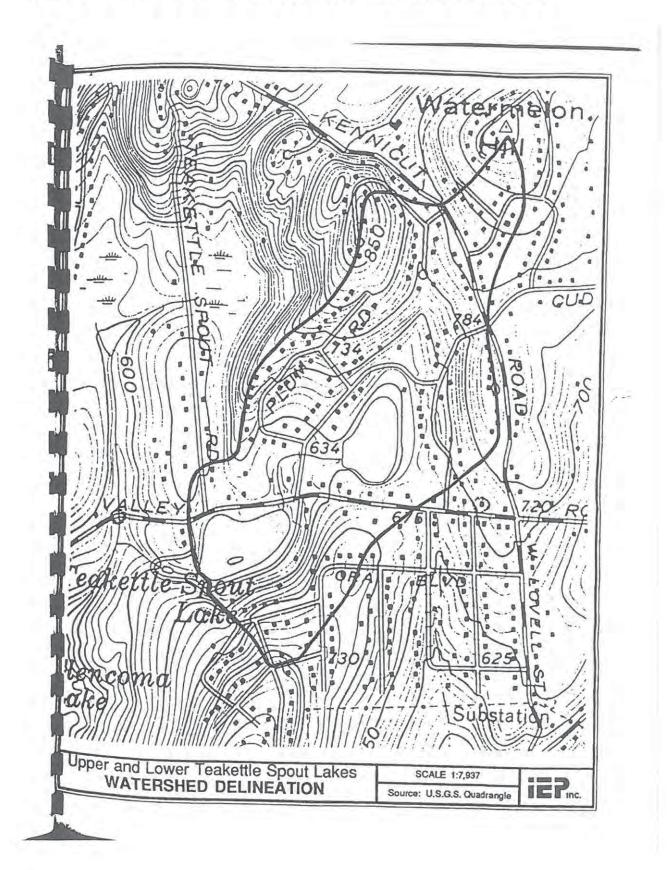
#### SAMPLING PROCEDURES

IEP conducted field measurements and sampling on Lake Casse, Secor Lake, and Teakettle Spout Lakes on 2-July and 5-November, 1990. Measurements for a depth profile of water temperature and dissolved oxygen were made with a YSI Model 57 field meter. Conductivity was measured in the field with a YSI Model 33 conductivity meter. Water transparency was measured with a Secchi disk. Water samples were collected at intervals in the water column using a 2.5 liter Van Dom sampling bottle. The water was then transported to the IEP Laboratory located in New Fairfield, Connecticut, and analyzed for total phosphorus, nitrate, pH, chlorophyll, and phytoplankton density. Details of field and laboratory procedures are given in Appendix 2. Data from the 1990 sampling efforts are tabulated in Appendix 3.

R2021-006 UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS



R2021-006 UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS



# UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

# Proposal Submission Sheet R2021-006

# Teakettle Spout - Upper and Lower Lakes Treatments 2022, 2023, 2024 (2025, 2026 optional)

# 2022

# Upper Lake:

<ol> <li>Clipper Treatment: Weeds: Labor and Chemicals: (price per application: one estimated)</li> </ol>	\$_1500.00
II. Clipper Treatment: Watermeal: Labor and Chemicals (price per application: one estimated)	\$1500.00
III. Cutrine Plus: Labor and Chemicals (price per application: one estimated)	\$ 650.00
IV. Permit & Permit Preparation Fees:	\$_700.00
V. Sand Bagging overflow	<b>\$ NA: Valve Shut off</b>

Four Thousand Three Hundred Fifty and zero cents

Amount bid in words

#### Lower Lake:

	Clipper Treatment: Weeds: Labor and Chemicals: price per application: one estimated)	\$_1650.00
II. (	Clipper Treatment: Watermeal: Labor and Chemicals (price per application: one estimated)	\$_1650.00
111. (	Cutrine Plus: Labor and Chemicals (price per application: one estimated)	\$ 950.00
IV. I	Permit & Permit Preparation Fees:	\$ 700.00
V. 3	Sand Bagging overflow	\$ 200.00

Five Thousand One Hundred Fifty and zero cents

#### Amount bid in words

# UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

# 2023

Upper Lake:

1.	Clipper Treatment: Weeds: Labor and Chemicals: (price per application: one estimated)	\$_1500.00
II.	Clipper Treatment: Watermeal: Labor and Chemicals (price per application: one estimated)	<b>\$</b> 1500.00
10.	Cutrine Plus: Labor and Chemicals (price per application: one estimated)	\$ 600.00
IV.	Permit & Permit Preparation Fees:	\$_700.00
V.	Sand Bagging overflow	<b>\$ NA: Valve will be used to</b> Shut off flow
Four	thousand Three Hundred Fifty and zero cents	
	Amount bid in words	
wer	Amount bid in words	
		\$ <u>1650.00</u>
l.	Lake: Clipper Treatment: Weeds: Labor and Chemicals:	\$ 1650.00 \$ 1650.00
L. IL	Lake: Clipper Treatment: Weeds: Labor and Chemicals: (price per application: one estimated) Clipper Treatment: Watermeal: Labor and Chemicals	
1. 11. 111.	Lake: Clipper Treatment: Weeds: Labor and Chemicals: (price per application: one estimated) Clipper Treatment: Watermeal: Labor and Chemicals (price per application: one estimated) Cutrine Plus: Labor and Chemicals	\$ 1650.00

#### Amount bid in words

# UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

# 2024

Upper Lake:

\$ 1500.00
\$ 1500.00
\$ 650.00
\$_700.00
\$ <u>NA:</u> Using Valv
\$_1650.00
\$ 1650.00
\$ 950.00
\$ 950.00 \$ 700.00

Five Thousand One Hundred Fifty and zero cents

Amount bid in words

# R2021-006 UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

2025		
At so	e discretion of the Town of Carmel	
Upper	Lake:	
I.	Clipper Treatment: Weeds: Labor and Chemicals: (price per application: one estimated)	\$ 1500.00
11,	Clipper Treatment: Watermeal: Labor and Chemicals (price per application: one estimated)	\$_1500.00
10.	Cutrine Plus: Labor and Chemicals (price per application: one estimated)	\$_650.00
IV	Permit & Permit Preparation Fees:	\$ 700.00
V.	Sand Bagging overflow	\$ NA: Valve

Four Thousand Three Hundred Fifty and zero cents

#### Amount bid in words

#### Lower Lake:

I,	Clipper Treatment: Weeds: Labor and Chemicals: (price per application: one estimated)	\$_1650.00
II.	Clipper Treatment: Watermeal: Labor and Chemicals (price per application: one estimated)	\$_1650.00
111.	Cutrine Plus: Labor and Chemicals (price per application: one estimated)	\$_950.00
IV	Permit & Permit Preparation Fees:	\$_700.00
V.	Sand Bagging overflow	\$_200.00

Five Thousand One Hundred Fifty and zero cents

# Amount bid in words

# UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

2026 - At sole discretion of the Town of Carmel

#### Upper Lake:

<ol> <li>Clipper Treatment: Weeds: Labor and Chemicals: (price per application: one estimated)</li> </ol>	\$_1500.00
II. Clipper Treatment: Watermeal: Labor and Chemicals (price per application: one estimated)	\$_1500.00
III. Cutrine Plus: Labor and Chemicals (price per application: one estimated)	\$ 650.00
IV. Permit & Permit Preparation Fees:	\$_700.00
V. Sand Bagging overflow	\$ NA: Valve
Four Thousand Three Hundred Fifty and zero cents Amount bid in words Lower Lake:	
Amount bid in words	\$ <u>1650.00</u>
Amount bid in words ower Lake: I. Clipper Treatment: Weeds: Labor and Chemicals:	\$ <u>1650.00</u> \$ <u>1650.00</u>
Amount bid in words ower Lake:  I. Clipper Treatment: Weeds: Labor and Chemicals: (price per application: one estimated)  II. Clipper Treatment: Watermeal: Labor and Chemicals	
Amount bid in words <u>ower Lake:</u> I. Clipper Treatment: Weeds: Labor and Chemicals: (price per application: one estimated)  II. Clipper Treatment: Watermeal: Labor and Chemicals (price per application: one estimated)  III. Cutrine Plus: Labor and Chemicals	<b>\$</b> 1650.00

Five Thousand One Hundred Fifty and zero cents

Amount bid in words

Submitted By: Mark Roland: President Limnology Information & Freshwater Ecology Inc

Title:

President

# Applicants Legal Address:

19 Sandy Pines Blvd

Hopewell Junction, NY 12533

Mal Rold	
THAX NOTED	July 31, 2021
Signature	Date

#### UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

**TERMS OF PROPOSAL**: By tendering a Proposal, Contractor hereby acknowledges and represents that:

- 1. They have carefully examined all Proposal Documents, have personally inspected the project site, have satisfied themselves as to all conditions.
- 2. The "Non Collusion Affidavit" must be included with the Bid Submitted.
- Contractor understands that the Owner reserves the right to award the Contract for the <u>Herbicide Treatments - Upper and Lower Teakettle Lakes</u>, and to reject any and/or all proposals and to waive any informalities in the bidding.
- 4. The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.
- 5. Pricing provided for 2025 and 2026 is provided for the benefit of the Town of Carmel. The bidder agrees that by providing these prices that the Town of Carmel shall have the exclusive and unilateral option to exercise the right to engage the bidder to provide these services at the prices stated.

SIGNED: Mal

DATE: July 31, 2021

PRINTED NAME & TITLE: Mark Roland President

Affix Corporate Seal

# UPPER AND LOWER TEAKETTLE SPOUT LAKES - HERBICIDE TREATMENTS

# TOWN OF CARMEL

# NON-COLLUSIVE BIDDING CERTIFICATION

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

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

IN WITNESS WHEREOF, (we) (I) have executed this certificate and affirm the truth of the statements therein set forth under penalty of perjury the  $\frac{31 \text{ st}}{10}$ 

(Signature of Individual Signing Bid)

Mark Roland President

By

8/18/2021 Work Session Agenda Item #3

CRAIG PAEPRER Chairman

ANTHONY GIANNICO Vice Chairman

BOARD MEMBERS KIM KUGLER RAYMOND COTE ROBERT FRENKEL MARK PORCELLI VICTORIA CAUSA TOWN OF CARMEL PLANNING BOARD



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

RICHARD FRANZETTI, P.E. Town Engineer

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

# MEMORANDUM

To: Town Board

From: Rose Trombetta

Date: August 16, 2021

Subject: **Bond Return** – Coco Farms – TM – 55.11-1-40 Bond Register #811

On August 12, 2021 the Planning Board passed a motion recommending the bond return of \$163,000.00 for the above captioned property.

Attached is a fully executed bond application form, Town Engineer, Richard Franzetti's memo dated July 20, 2021 and Director of Code Enforcement, Michael Carnazza's memo dated August 10, 2021.



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

# Subdivision - Site Plan Bond Application

Bond Amount	\$163,000.00
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Inspection Fee\_\_\_\_\_\_

Bond Register No 811

Tax Map #<u>55.11-1-40</u> Filing Date\_08/03/21

he undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount
of \$ <u>163,000.00</u> . Said bond was fixed by Resolution of the Planning Board on date
11/08/17 for the construction and completion of improvements described on a map on file with
he Planning Board.
pplicant's Name: NY Fuel Distributors LLC (Coco Farms) - Attn: Danny Porco
pplicant's Address: 235 Mamaroneck Ave, White Plains, NY 10605
pplicant's Telephone Number: 914-653-6288 - Cell Email: Danny.Porco@nyfueldistributors.com
Ap Entitled:         Coco Farms         Property Address:         1923 Route 6, Carmel         Last Revised         02/13/18
pplicant's Signature
own Engineer's Signature
onding Company_PNC BankBond #_Check #0042541Bond Expires
he above application is in order and is approved thisday of20
y By Chairman, Planning Board 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 f Carmel regulations and hereby affirms that he has completed the required improvements in ccordance with the specifications applicable hereto for bond return/reduction. hate 8-3-21 Applicant's Signature
***************************************
inspected the improvements on the above captioned site during construction and after completion and ereby authorize the bond filed by
ate Town Engineer's Signature
OR
have inspected the above mentioned improvements and find same to meet the applicable specifications
nd hereby recommend that the applicant be completely released from the obligation of said bond.
Date 3 4 221 Town Engineer's Signature field of the second s
Date 9-16. 2021 Planning Board Chairman CRaig R Var Pre
pate Environmental Conservation Board Chairman
pproved 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: July 20, 2021

Re: CoCo Farms PB Memo Tax Map 55.11-1-40 Bond Return

In response to the attached request by the referenced applicant, a representative of the Engineering Department (Department) performed a field inspection of the referenced property on July 2, 2021 evaluate the current status of the site construction, for the purpose of determining whether a bond return was warranted. The results of the site investigation are presented below.

Based upon our inspection all the site improvements required pursuant to the Board's Site Plan approval have now been completed. This included the NYSDOT work.

The applicant posted a bond in the amount of \$163,000.00 on May 14, 2018. Based upon our inspection all the site improvements required pursuant to the Board's Site Plan approval have now been completed.

On this basis, this Department recommends that the bond of \$163,000.00 be released.



60 McAlpin Avenue Mahopac, New York 10541

# **MEMORANDUM**

TO:	Chairman Craig Paeprer and Members of the Town of Carmel Planning Board
FROM:	Michael G. Carnazza, Director of Code Enforcement
DATE:	August 10, 2021
RE:	Site Plan for Cocoa Farms Tm# 55.11-1-40

I inspected the property on July 20, 2021. All signs that were installed on the pylons were removed.

I have no objection to the return of the bond.

# 8/18/2021 Work Session Agenda Item #4



TOWN OF CARMEL POLICE DEPARTMENT 60 MCALPIN AVENUE, MAHOPAC, NY 10541 TEL (845)628-1300 FAX (845)628-2597

POLICE@CI.CARMEL.NY.US

ANTHONY HOFFMANN CHIEF OF POLICE

# **MEMORANDUM**

TO:	Carmel Town Board
FROM:	Chief Anthony Hoffmann
SUBJECT:	2021 Ammunition Order
DATE:	August 17, 2021

I respectfully request permission to proceed with the ordering of ammunition for the Town of Carmel Police Department's training and duty use for 2021. As in the past, this ammunition is ordered under NYS OGS Contract PC #68734 for Firearms, Ammunition, and Less Lethal Products (Statewide). The contract vendor remains Eagle Point Gun/TJ Morris and Son of Thorofare, New Jersey. The order will be placed as follows:

- 1. .40 Cal. 180gr. FMJ Federal American Eagle #AE40R1 @ \$235.48 per case of 1,000 rds. X 10,000 rds. (10 cases) = \$2,354.80.
- .40 Cal. 180gr. HST JHP Federal Premium #P40HST1 @ \$302.76 per case of 1,000 rds. X 5,000 rds. (5 cases) = \$1,513.80.
- 3. .45 Cal. 230gr. FMJ Federal American Eagle #AE45A @ \$290.42 per case of 1,000 rds. X 5,000 rds. (5 cases) = \$1,452.10.
- .45 Cal. 230gr. HST Federal Premium #P45HST2 @ 358.82 per case of 1,000 rds. X 5,000 rds. (5 cases) = \$1,794.10.
- 5. .223 Cal. 62gr. FMJ Federal American Eagle #AE223N @ \$168.20 per case of 500 rds. X 25,000 rds. (50 cases) = \$8,410.

The order total will be **\$15,524.80**. This is an annually budgeted item in the police department's equipment line. It is necessary to order this amount of ammunition at this time due to a combination of order lead time and scheduled department training/requalifications for 2021. This order abides by the requirements of NYS GML 103(16) and Town of Carmel Procurement Policy Section VI. – "Piggybacking". I have attached the vendor's emailed quote for your review.

Submitted for your approval.

Chief Anthony Hoffmann

## Hoffmann, Anthony

From:	THOMAS J. MORRIS III < majortjmorrisiii@comcast.net>
Sent:	Tuesday, August 17, 2021 7:46 AM
То:	James Terrazas
Cc:	Hoffmann,Anthony; Candace Neavin; Tim Archer; Brian Vare - Eagle Point Gun; Steve Cann; Phil Cummings; Mike Gess; Eigen, Ira; Trent Denison
Subject:	Ammunition Quotation Town of Carmel PD NY
Attachments:	CCF_004393.pdf; CCE_000515.pdf

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.

Thomas J. Morris III Eagle Point Gun/T.J.Morris & Son 1707 Third Street Thorofare, New Jersey 08086 PH 856-848-6945 FX 856-384-2938 EM majortjmorrisiii@comcast.net

# 17AUG21

Good morning James,

Pursuant to your below Request, the following official written letterhead quotation is provided. The ammunition prices are Federal Excise Tax exempt for State/County/Municipal purchase. The ammunition items quoted on are factory new by Federal Cartridge. There is no minimum or maximum order BUT ammunition must be ordered in full case lots and I have quoted by the case. While I used the quantities that were indicated in your Request to give you totals, should you decide on different quantities, just use the Unit prices provided to determine your new totals. The prices quoted include the freight, tailgate delivery, and would normally be a drop ship direct from the Manufacturer to your Department location in New York. Delivery times for factory drop ships of Federal Cartridge ammunition are now running 240-360 days ARO for most items and vary per item. These Federal Cartridge prices are pursuant to New York State Contract #PC68734, Award Letter/IFB #23155, Group #35200, and went into effect on 01NOV19. I have attached a copy of the New York State Contract award and Federal Cartridge ammunition price list for your file. I have also attached a copy of our 07MAY20 New York State Wide Flier for your file. We have the current New York State Contract for Federal Cartridge ammunition, Remington Arms ammunition and firearms (currently on hold for most items due to the bankruptcy), Heckler & Koch firearms, Walther firearms, and other items. You will note that many Federal Cartridge prices went down from the old Contract

.40 cal. 180gr. FMJ Federal American Eagle #AE40R1 @ \$235.48 per case of 1,000 rds. X 10,000 rds. (10 cases) = \$2,354.80.

.40 cal. 180gr. HST Jacketed Hollow Point Federal Premium #P40HST1 @ \$302.76 per case of 1,000 rds. X 5,000 rds. (5 cases) = \$1,513.80.

.45 cal. 230gr. FMJ Federal American Eagle #AE45A @ \$290.42 per case of 1,000 rds. X 5,000 rds. (5 cases) = \$1,452.10.

.45 cal. 230gr. HST Jacketed Hollow Point Federal Premium #P45HST2 @ \$358.82 per case of 1,000 rds. X 5,000 rds. (5 cases) = \$1,794.10.

.223 cal. 62gr. FMJ BT Federal American Eagle #AE223N @ \$168.20 per case of 500 rds. X 25,000 rds. (50 cases) = \$8,410.00.

If the above five items were ordered in the indicated quantities, your total would be \$15,524.80.

The above are what you asked about. Let us know what you want to do and feel free to contact us if we can ever be of service in the future. We appreciate your business!!

We sell Federal Cartridge ammunition, Speedwell paper/plastic/cardboard/metal targets, CCI/Speer ammunition, Hornady ammunition, PMC ammunition, Aguilla ammunition, Wolf ammunition (762X39 and 762X54R only), Dummy Training Rounds, Winchester and Federal Lake City and RWS/RUAG and Fiocchi blank ammunition, Remington ammunition and firearms and firearms accessories (currently on hold due to the bankruptcy), Benelli firearms, Walther firearms, Heckler & Koch firearms, Springfield Armory firearms, Bushmaster firearms (currently on hold due to the bankruptcy), DPMS firearms (currently on hold due to the bankruptcy), Stag Arms firearms, Rock River firearms, MACE, ALS/PACEM Less Lethal, Eagle Industries nylon gun cases and accessories, Blackhawk accessories, Gransfors Bruks axes, Peerless cuffs and irons, EOTech gun sights, Aimpoint gun sights, Surefire lights, Hoppes, Break Free/CLP, Shooters Choice /Ventco Industries, Southern Bloomer, Outers, Seal One, Pro-Shot, and other items. We also take used weapons in trade for credit against everything that we sell. We're here when you need us.

2

As always, Tom

Thomas J. Morris III Eagle Point Gun/T.J.Morris & Son 1707 Third Street Thorofare, New Jersey 08086 PH 856-848-6945