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TOWN BOARD WORK SESSION
Wednesday, March 10, 2021 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

6:15pm Executive Session:

1. Interview of Candidate for Board Vacancy
2. Potential/Pending Litigation

Town Board Work Session:

- Review of Town Board Minutes February 17, and March 3, 2021
 - 1. Frank Monaco & Gordon Lee Updegraff, Town of Carmel Cable Committee, Joseph Charbonneau, Esq., Special Counsel - Consider Request to Schedule Public Hearing In Regards to the Comcast Cable Franchise Agreement
 - 2. Councilman Robert Schanil – Consider Resolution Accepting Grant Award from NYS Department of Environmental Conservation for the Purchase and Installation of Four Charging Stations (Municipal Zero-Emission Vehicles ZEV) in the Town of Carmel (\$52,272 Grant Award)
 - 3. Mary Ann Maxwell, Town Comptroller – Consider Authorizing Budget Revisions Final December 2020
 - 4. Michael Simone, Highway Superintendent - Consider Request to Advertise for Bids for 2021 Spring Miscellaneous Materials and Supplies
 - 5. Richard Franzetti, PE, Town Engineer – Consider Acknowledging Emergency Repairs/Services CSD#2 Everett Road On-Lot Sewer
 - 6. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Advertise for Bids for the Purchase and Installation of Clarifier Drive CSD#2
 - 7. Richard Franzetti, PE, Town Engineer – Consider Request to Advertise for Bids for Cleaning Services – Carmel Town Hall
 - 8. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Payment of Invoice East of Hudson Watershed Corporation (EOHWC) O&M Policy
 - 9. Richard Franzetti, PE, Town Engineer – Consider Request to Award Bid for the Design and Construction Administration of New Water Treatment Plant CWD#2
 - 10. Richard Franzetti, PE, Town Engineer, John Folchetti, PE, J. R. Folchetti Associates, Inc. – Consider Request to Award Bid for C-265 CWD 2 Water Main Lining Phase 1
 - **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**

RENEWAL
CABLE TELEVISION FRANCHISE
FOR
THE TOWN OF CARMEL,
NEW YORK

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CARMEL, NY RENEWAL FRANCHISE

INTRODUCTION

WHEREAS, Comcast of New York, LLC, (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Carmel, New York (hereinafter the "Town" or "Franchising Authority"), said franchise having commenced on March 9, 2004;

WHEREAS, the Town is a Franchising Authority in accordance with Title VI of the Federal Cable Act (see 47 U.S.C. § 522 (10)), and is authorized to grant one or more non-exclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated August 19, 2016, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act and Section 891.2(a) of the rules of the New York State Public Service Commission (at 16 NYCRR Part 891);

WHEREAS, the Franchising Authority has considered Franchisee's legal and financial conditions and character; technical ability; ability to maintain and operate the cable television system; and approved the foregoing in a full public proceeding affording due process prior to determining that Franchisee is reasonably able to meet the future cable-related needs of the community;

WHEREAS, the Town desires to enter into this Renewal Franchise with Franchisee for the continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the terms of this Franchise were considered and found adequate and feasible in a full public hearing affording due process;

WHEREAS, the Franchise complies with the Commission's franchise standards;

WHEREAS, this Franchise is non-exclusive;

WHEREAS, the terms of this Franchise are subject to the approval of the Commission; and

WHEREAS, the Town finds that Franchisee has complied with the terms of the Franchise as well as the Memorandum of Agreement entered into between Comcast's predecessor (RCN Telecom Services, Inc.) and the Town dated June 11, 2004.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the “Cable Act”), and Article 11 of Chapter 48 of the New York Consolidated Laws, as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, or non-profit, designated by the Franchising Authority for the purpose of operating and managing the use of Public, Educational and Government (PEG) Access funding, equipment and channels on the cable television system in accordance with this Renewal Franchise and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Carmel, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast

stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(e) Cable Service or Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) Commission – shall mean the New York Public Service Commission or any successor agency thereto.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(h) Educational/Government Channel – shall mean the video channel(s) made available by the Franchisee and designated for non-commercial use by 1) the Franchising Authority for the purpose of showing public local government programming; and 2) by educational institutions chartered or franchised by the New York State Department of Education or Board of Regents, such as public or private schools (grades K-12), but not “home schools,” community, public or private colleges or universities;

(i) Effective Date – This Renewal shall become effective on the date that the Commission issues a Certificate of Confirmation for said Renewal Franchise.

(j) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(k) Franchising Authority – shall mean the Town Board of the Town of Carmel, New York, or the lawful designee thereof.

(l) Franchisee – shall mean Comcast of New York, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(m) Franchise Fee – shall mean the payments to be made to the Franchise Authority or other governmental entity which shall have the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. §542.

(n) Gross Annual Revenue – shall mean the revenue received by Franchisee from the operation of the Cable System in the Town of Carmel to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”), including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, equipment rental fees, and advertising and home shopping revenue. Gross Annual Revenue shall not include fee on subscriber fees, leased access fees, refundable deposits, bad debt, late fees, investment income, or any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

(o) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(p) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(q) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(r) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(s) Public Access Channel – shall mean a video channel made available by the Franchisee and designated for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(t) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Town of Carmel residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Franchise Renewal.

(u) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Carmel, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Carmel for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(v) Renewal Franchise or Franchise – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(w) Signal – shall mean any transmission which carries Programming from one location to another.

(x) Standard Installation – shall mean the standard one hundred and fifty foot (150') aerial Drop connection to the existing distribution system.

(y) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Franchisee's express permission.

(z) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(aa) Town – shall mean the Town of Carmel, New York.

(bb) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(cc) Video Programming or Programming – shall mean the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2
GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of the Cable Act; Article 11 of the New York Public Service Law (“PSL”), as amended; and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of New York, LLC, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Carmel. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act; Article 11 of the New York Public Service Law, as amended; and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended; and in compliance with all rules and regulations of the FCC in force and effect during the period for which this Renewal Franchise is granted.

(c) Franchisee shall file applications for all necessary approvals from the Commission and/or FCC within sixty (60) days from the date the Franchise is granted or amended.

(d) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

(a) The term of this non-exclusive Renewal Franchise shall be for a period of eight (8) years and shall commence on the date on which the State Commission issues a Certificate of Confirmation for said Renewal Franchise.

(b) Provided that Franchisee is in substantial compliance with this Agreement and all relevant rules and regulations related thereto, Franchisee is hereby given an option to renew this Franchise for one additional five (5) year period upon notice given to the Town of Franchisee's intention to exercise such option, provided such notice is given in accordance with 16 NYCRR §891 or as such regulations may be amended.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and the Public Ways, provided Franchisee secures the permission and consent of the public utility companies to affix its equipment, cables, optical fibers and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 – RENEWAL

(a) In accordance with the provisions of Federal Law, P.S.L. § 222 and applicable regulations, this Renewal Franchise shall be subject to additional renewals for the periods not to exceed fifteen (15) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Franchisee and the Franchising Authority and shall contain such modified or additional terms as Franchisee and the Franchising Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description and where situated, (ii) be construed as a waiver of any codes or bylaws/ordinances/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. This Franchise is a contract and except as to those changes, which are the result of the Franchising Authority's lawful exercise of its general police power, the Franchising Authority may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any changes to this Franchise must be made in writing signed by the Franchisee and the Franchising Authority. In the event of any conflict between this Franchise and any Franchising Authority ordinance or regulation that is not generally applicable, this Franchise shall control. Notwithstanding any other provision of this Franchise, Franchisee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Franchising Authority that conflicts with its contractual rights under this Franchise, either now or in the future

SECTION 2.6 - NON-EXCLUSIVITY OF FRANCHISE

(a) Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises or other authorizations to other Cable Service providers or wireline based video service providers within the Town for the right to use and occupy the Public Ways or streets within the Town's jurisdiction.

(b) As set forth in 16 NYCRR Part 895.3, no municipality may award or renew a franchise for Cable Television Service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area.

(c) The issuance of additional franchise(s) shall be subject to all applicable federal and state laws, including 16 NYCRR Part 895.3 and applicable regulations promulgated thereunder.

(d) In the event an application for a new or renewal cable television franchise or other authorization is filed with the Franchising Authority, proposing to serve the Town, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Franchisee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(e) To the extent allowed by applicable law(s), the grant of any additional cable television franchise(s) or other authorization shall be on equivalent terms and conditions as those contained in this Renewal Franchise.

(f) In the event that Franchisee believes that any additional franchise(s) or other authorization has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchisee shall provide the Franchising Authority with written reasons for its belief and commence the formal amendment process by written notice sent to the Town and to the Commission, as set forth in 16 NYCRR Part 892.

(g) Pursuant to 16 NYCRR Part 892-1.3, Franchising Authority shall convene a public hearing in accordance with State and local laws applicable to public hearing generally. At the public hearing, the Franchising Authority shall afford Franchisee an opportunity to demonstrate that any such additional franchise(s) or other authorization are on terms more favorable or less burdensome than those contained in this Renewal Franchise. Franchisee shall provide the Franchising Authority with such financial or other relevant information as is reasonably requested, provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(h) In the event that Franchisee demonstrates that an existing or future Cable Service provider or wireline based video service provider in the Town has been provided relief by the Franchising Authority from any obligation of its franchise, Franchisee shall provide the Franchising Authority with written reasons for its belief and commence the formal amendment process by written notice sent to the Town and to the Commission, as set forth in 16 NYCRR Part 892.

(i) Pursuant to 16 NYCRR Part 892-1.3, Franchising Authority shall convene a public hearing in accordance with State and local laws applicable to public hearing generally. At the public hearing, the

Franchising Authority shall afford Franchisee an opportunity to demonstrate that said existing or future Cable Service provider or wireline based video service provider has been provided relief by the Franchising Authority from any obligation of its franchise. Franchisee shall provide the Franchising Authority with such financial or other relevant information as is reasonably requested, provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(j) In the event that Cable Services or wireline video services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor ("MVPD") other than Franchisee, which is not in any way an affiliate of Franchisee, and such Person(s) or MVPD is not required by applicable law to be franchised by the Franchising Authority, and to the extent that Franchisee reports to the Franchising Authority, in writing, that the provision of such Cable Services by such Person(s) or MVPD is having a negative financial impact upon Franchisee's Cable System operations in the Town, Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue, in accordance with State and local laws applicable to public hearings generally.

(i) Along with said written request, Franchisee shall provide the Franchising Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Franchising Authority shall afford Franchisee an opportunity to present the basis and the reasons for its determination. Franchisee shall provide the Franchising Authority with such financial and other relevant information as is reasonably requested, provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(ii) Should Franchisee demonstrate that the Cable Service(s) or wireline based video service of such Person(s) is having a negative financial impact upon Franchisee's Cable System operations in the Town, Franchisee shall commence the formal amendment process by written notice sent to the Town and to the Commission, as set forth in 16 NYCRR Part 892. .

(k) Pursuant to 16 NYCRR Part 892-1.4, no amendment to Franchise Agreement shall be effective without the prior approval of the Commission.

ARTICLE 3
SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Franchisee shall comply with 16 NYCRR Part 895.5 with regard to requirements for construction of cable television plant and provision of cable television services.

(b) Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (35) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System and any plant extension is measured from termination the existing Trunk and Distribution System and Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Franchisee shall make Cable Service available to multiple dwelling units (MDU) where economically feasible and providing that Franchisee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of Franchisee's Trunk and Distribution System. For non-Standard Installations, Franchisee shall offer said Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting Town.

(c) Access to Cable Service will not be denied to any group of potential residential subscribers because of income of the residents of the local area in which such group resides.

(d) Installation costs shall conform to the Cable Act. Any dwelling unit within an aerial one hundred fifty feet (150 ft.) of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws.

(e) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 - SUBSCRIBER NETWORK

Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 – SUBSCRIBER NETWORK CABLE DROPS

(a) Subject to this section, Franchisee will maintain the current level of active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building located along the existing cable route as of the Effective Date, as designated by the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation and absent any other unusual installation conditions and/or installation requirements.

(b) Franchisee and Franchising Authority agree that the Services described in this section are in-kind obligations that constitute a Franchise Fee and count against the maximum franchise fee cap of five percent (5%) established by 47 USC § 542.

(c) In accordance with applicable law, the fair market value of the Services for the locations listed on **Exhibit A** attached hereto may be (i) recovered from Subscribers as a franchise fee, (ii) deducted from quarterly franchise fee payments made to the Franchise Authority, or (iii) invoiced to the Franchise Authority for payment, with the fair market value of the services being disclosed to Franchise Authority in advance.

(d) Franchisee shall notify Franchising Authority in writing regarding the amount of the monthly service fee for each location listed on **Exhibit A** based on the fair market value of services. The Franchising Authority shall notify Franchisee within sixty (60) days from receipt of such notice of fair market value whether Franchise Authority wants the amount due each month to be implemented as a franchise fee, invoiced for payment or deducted from quarterly franchise fee payments on a prospective basis.

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Franchisee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said box.

SECTION 3.5 - EMERGENCY ALERT OVERRIDE CAPACITY

Franchisee shall comply with the FCC's Emergency Alert System ("EAS") regulations and meet the minimum requirements of State Laws at 16 NYCRR § 896.5.

ARTICLE 4

TECHNOLOGICAL & SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) Franchisee shall construct and maintain its cable system using materials of good and durable quality and all work involved in the construction, installation, maintenance and repair of said cable system shall be performed in a safe, thorough and reliable manner consistent with the highest standards applicable to the cable television industry.

(b) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(c) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter amended.

(d) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(e) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way. In the event that such public or private funds are not available for the project, Franchise reserves the right to pass through such project costs in accordance with applicable law and regulation.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Nothing in this Section shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.3 - REPAIRS AND RESTORATION

Whenever Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any portion of any Public Way, including, without limitation, any public right of way or public place, the same shall be replaced and the surface restored by Franchisee to as near condition as reasonably possible to that which existed prior to such disturbance. If Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration

and repairs, and shall notify Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Franchisee upon written demand by the Franchising Authority. However, prior to such repair or restoration the Town shall provide thirty (30) days advanced written notice of its intent to perform such restoration and/or repairs.

SECTION 4.4 - TREE TRIMMING

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with any applicable codes, laws, ordinances, rules and regulations. All debris and other residue from such operations shall be properly removed and disposed of and any work areas shall be left in a safe condition.

SECTION 4.5 - BUILDING MOVES

(a) In accordance with applicable laws, Franchisee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

(b) Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.6 – STRAND MAPS

Franchisee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand maps will be retained at Franchisee's primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request.

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a lawful governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.8 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Franchisee, any Cable Service, program or signal transmitted over the Cable System by Franchisee.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

ARTICLE 5
PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit A**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 76.1603 of the FCC Rules and Regulations, P.S.L. § 224-a, and 16 NYCRR 890.80 regarding notice of programming changes.

SECTION 5.3 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Franchisee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.4 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Franchisee shall make available channel capacity for commercial use by persons unaffiliated with the Franchisee. Rates for use of commercial leased access channels shall be negotiated between Franchisee and the commercial user in accordance with federal law.

SECTION 5.5 – REMOTE CONTROLS

In accordance with applicable law, Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Franchisee, if any, and allow the use of remotes. Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote-control devices acquired by Subscribers.

ARTICLE 6
PEG ACCESS CHANNEL(S)

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Franchisee shall comply with the minimum standards for PEG Access channels as set forth in Section 895.4 of the Rules of the State Commission.

(b) Use of a channel for PEG Access Programming shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by making it available for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any PEG Access Channel use, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act.

(c) Franchisee shall continue to make available one (1) channel as a Public Access Channel to be used for Public Access Programming. A Public Access Channel may not be used to cablecast for-profit, political or commercial programs in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions set forth in subsection (e) below.

(d) Franchisee shall continue to make available one (1) channel as an Educational/Governmental Access Channel to be used for educational and governmental access video programming provided by the Franchising Authority or designated educational institution. An Educational/Governmental Access Channel may not be used to cablecast for-profit, political or commercial programs in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions set forth in subsection (e) below.

(e) In the event the Franchising Authority or other PEG Access User elects not to fully

program a PEG Access Channel(s) with original PEG Access Programming, Franchisee may reclaim any unused time on those channels.

SECTION 6.2 - PEG ACCESS CABLECASTING

(a) Franchisee shall continue to provide the technical ability to play back prerecorded programming and to transmit programming consistent with Section 895.4 of the Rules of the State Commission. Any construction of additional video return lines or origination sites shall be paid for by the Town. Said payment shall be made in advance to the Franchisee subject to the provision to the Town by the Franchisee of a detailed cost estimate.

(b) Franchisee shall own, maintain, repair and/or replace any Franchisee-owned fiber links, IP encoders and network transport gear. The Town and/or PEG access provider shall own, maintain, repair and/or replace the link(s) and encoder(s). The demarcation point between Franchisee's equipment and the Town's equipment shall be at the input to the radiant transmitter(s) or Franchisee owned Encoder at any of the origination locations in the Town of Carmel.

SECTION 6.3 – INTERCONNECTION WITH COMPETING CABLE FRANCHISEE

In the event a Franchise is issued by the Franchising Authority for a competing Franchise, the competing Franchise may not connect its system to Franchisee's current system for purposes of obtaining PEG Access Programming from the Franchisee's PEG Access channels without the prior written consent of the current Franchisee.

SECTION 6.4 – FRANCHISE RELATED COST

The Franchising Authority acknowledges that under the Cable Act, certain franchise related costs, including but not limited to costs of providing PEG Access channel capacity, transmitting PEG Access programming, the cost to construct video return lines from and to video origination sites, the cost to activate and maintain PEG channels, as well as any other costs arising from the provision of PEG services, and the cost of other franchise requirements may be recovered in accordance with applicable law.

SECTION 6.5 – PEG ACCESS PROGRAMMING INDEMNIFICATION

The Franchising Authority and/or the Access Provider shall indemnify the Franchisee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access Programming.

ARTICLE 7

CUSTOMER SERVICE & CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Franchisee shall comply with applicable customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, the Franchisee shall comply with the customer service regulations promulgated by the State Commission in 16 NYCRR Part 890 as they exist or as they may be amended from time to time.

SECTION 7.2 - SERVICE INTERRUPTIONS

Franchisee shall comply with 16 NYCRR Part 890.65 with respect to credits provided to customers affected by service outages in excess of four continuous hours.

SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY

Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 7.4 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other

information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 7.5 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee’s employees, including repair and sales personnel and contractors entering private property shall be required to carry an employee photo identification card issued by Franchisee.

ARTICLE 8
PRICES & CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State [P.S.L. 224-a] notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 9
REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 9.2 - INSURANCE

(a) Franchisee shall carry Commercial General Liability insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New York protecting, as required in this Renewal Franchise, Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons and damage to property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee. Franchisee will inform Franchising Authority if Franchisee obtains a new insurance policy discussed herein, while simultaneously informing Franchising Authority that the previous insurance policy is no longer in force or active. Said policy shall comply with the terms herein.

(d) Franchisee shall upon request provide Franchising Authority with certificate(s) of insurance for all policies required herein.

SECTION 9.3 - PERFORMANCE BOND

(a) At the request of the Franchising Authority, Franchisee shall obtain and maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

- (i) The satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of pavements, sidewalks and other improvements;
- (iii) The indemnity of the Town; and
- (iv) The satisfactory removal or other disposition of the Cable System.

(b) Franchisee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Town's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

SECTION 9.4 - FRANCHISE FEE

(a) Franchisee shall pay a Franchise Fee to the Town, throughout the term of this Renewal Franchise equal to five percent (5%) of Franchisee's Gross Annual.

(b) The Franchise Fee shall be paid quarterly to the Town throughout the term of this Renewal Franchise, no later than forty-five (45) days from the close of each calendar quarter during the term of this Renewal Franchise.

(c) In accordance with Section 622(b) of the Cable Act, Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) any funding provided by Franchisee to the Franchising Authority, or its designee(s), to be used for PEG Access operations, (ii) any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act, but shall not include (i) interest due herein to the Franchising Authority because of late payments; and (ii) any other exclusion to the term “Franchisee Fee” pursuant to Section 622(g)(2) of the Cable Act.

(d) All payments by the Franchisee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed by the parties.

SECTION 9.5 - REPORTS

Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations, with respect to Equal Employment Opportunities. Franchisee will not refuse to hire, or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, sexual orientation, color, national original or sex.

SECTION 9.7 - REVOCATION OF FRANCHISE

The Franchise issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Franchising Authority for any substantial violation of any material provision of this Agreement; for defrauding or attempting to defraud the

Town or Subscribers; or for any other material breach of this Agreement; or by the State Commission in accordance with P.S.L. § 227.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(b) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

(a) This Renewal Franchise shall not be transferred or assigned without the prior written notice to the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Town has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given. Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all terms and conditions contained in this Renewal Franchise.

SECTION 9.10 - REMOVAL OF SYSTEM

Upon termination of this Franchise Renewal or of denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State of New York (Article 11 of Chapter 48 of the New York Consolidated Laws), as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Franchise Agreement to the extent that any provision of this Franchise Agreement conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New York, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any material provision herein, the parties shall modify any of the provisions herein to reflect such government action.

SECTION 9.12- NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal Franchise.

ARTICLE 10
MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New York or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably anticipated or within Franchisee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) or equivalent mail or other means allowed by applicable law providing for a receipt as proof of delivery to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

Town of Carmel
Attn: Town Supervisor
60 McAlpin Avenue
Mahopac, NY 10541

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) or via nationally recognized overnight courier service to the following address or such other address as Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.
Attn: VP, Government/Regulatory Affairs & Community Impact
222 New Park Drive
Berlin, CT 06037

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements, ordinances, representations, understandings or proposals – whether written or oral – of the parties regarding the subject matter hereof except as specifically incorporated herein, and cannot be changed without written amendment. Any franchise agreements, agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such sections shall not affect the meaning or interpretation of the Renewal Franchise.

SECTION 10.6 - WARRANTIES

Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Franchisee Renewal:

(a) Franchisee is duly organized, validly existing and in good standing under the laws of the State;

(b) Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise Renewal, to enter into and legally bind Franchisee to this Franchise Renewal and to take all actions necessary to perform all of its obligations pursuant to this Franchise Renewal;

(c) This Franchise Renewal is enforceable against Franchisee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against Franchisee which would interfere with performance of this Franchise Renewal.

SECTION 10.7 - APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town, Franchisee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

_____ 2021.

TOWN OF CARMEL

By:

Town Supervisor

COMCAST OF NEW YORK, LLC

By:

Dennis Mathew
Senior Vice President
Western New England Region

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Carmel High School	30 Fair Street
Mahopac High School	421 Baldwin Place Road
Carmel Fire Department	94 Gleneida Avenue
Mahopac Fire Department	17 Brook Road
Carmel Ambulance Department	3 Garrett Place
Carmel Highway Department	20 Old Route 6
Carmel Sewage Treatment Plant	24 Old Route 6
Carmel Friendship (Senior) Center	110 Old Route 6
Putnam County Bureau of Emergency Services	112 Old Route 6

EXHIBIT B
PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

decw/email: Supvr
R. Schanil
R. Franzetti
ANNE P.
orig: NYS DEC
z/11 (J.T.)

OFFICE OF THE COMMISSIONER

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-8545 | F: (518) 402-8541
www.dec.ny.gov



FEB - 1 2021

Honorable Kenneth Schmitt
Supervisor
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Dear Supervisor Schmitt:

I am pleased to inform you that the Town of Carmel has been awarded a total rebate of \$52,272 for the following four applications through Round 4 of the Municipal Zero-emission Vehicle (ZEV) Infrastructure Grant Program.

<u>Application number</u>	<u>Amount</u>
DEC01-ZEVIN-2019-00068	\$13,068
DEC01-ZEVIN-2019-00072	\$13,068
DEC01-ZEVIN-2019-00075	\$13,068
DEC01-ZEVIN-2019-00076	\$13,068
Total	\$52,272

The Department of Environmental Conservation (DEC) applauds your initiative in helping New York meet its commitments under the Multi-State ZEV Memorandum of Understanding, which aims to put 3.3 million ZEVs on the roads of participating states by 2025. Your ZEV infrastructure project also contributes to achieving the State's goal of reducing greenhouse gas emissions 40 percent by 2030.

You will soon receive an email outlining the next steps in preparing to execute a state assistance contract for this rebate award. The Master Contract for Grants for this award will be developed in the Gateway. We recommend visiting the Grants Management website at <https://grantsmanagement.ny.gov/> to become familiar with the Grants Gateway and the contracting process.

On behalf of DEC and its partners in New York's leadership efforts to combat climate change, we commend your initiative to participate in this program. We look forward to working together to achieve a resilient, climate-ready future for all New Yorkers.

Sincerely,



Basil Seggos
Commissioner

c: Mr. Bob Schanil

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

MEMORANDUM

TO: Town Board
FROM: Michael Simone – Highway Superintendent 
DATE: February 18, 2021
RE: 2021 Spring Bids

I am requesting approval to put the following items out to spring bid:

- Bituminous Concrete
- Catch Basins & Sumps with Tops
- Crushed Gravel
- Drainage Pipe – Aluminum Culvert Pipe
- Polyethylene Pipe
- Steel Culvert Pipe
- Granular Base (Item 4)
- Road Oil, Cut Backs, etc.
- Run of Bank Gravel
- Street Sweeping
- Tree Felling & Trimming

MS/Sen

cc Town Attorney
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: March 2, 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 in excess of \$10,000.00 for services rendered. The following provides a brief a summary of the work that was performed.

- CSD2 ~ 16 & 18 Everett Road On-lot Sewer

On February 8, 2021, Inframark the operator for the CSD 2 alerted the Engineering Department that on-lot pump station at this address was not functioning. It was determined that this was an electrical issue. Attached is an invoice in the amount of \$10,977.94 to replace the replace the electrical service at this location.

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

Ed Kuck Excavating Inc

20 Day Road
Carmel, NY 10512

INV # TOC-11-2021
SD #2
REQ #
Vendor 0670
Tax ID - 133851002

Attention: ROB VARA, ENGINEERING
TOWN OF CARMEL

EMERGENCY NEW ELECTRIC SERVICE FOR ON LOT SEWER

Respond as per: INFRAMARK

Job Location: 16 & 18 EVERETT ROAD

Work Completed; 12/12- 12/15/2021

Start time: 12/12 8 HRS

End Time: 12/15/2021 8 HOURS TOTAL 16

Job Description:

DAY 1 :DUG UP AROUND ELECTRIC METER AND ACROSS THE ROAD, MOLED UNDER ROAD AND PULLED 40FT OF NEW 2 INCH ELECTRICAL CONDUIT.

DAY 2: DUG TRENCH FROM POLE TO MOLE TRENCH.

**RAN NEW 2INCH CONDUIT, BACKFILLED AND COMPACTED TRENCH, RESTORED LAWN AREA
NEEDS BLACKTOP RESTSORATION**

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	16	\$85.00 per hour	1,360.00
Dump Truck	16	\$90.00 per hour	1,440.00
Support Vehicle	2 Days	\$155.00	310.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate day 2	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	
Large Mole	Day rate day 1	\$1,400.00	1,400.00
Machine Hammer	Day rate	\$250.00	
Machine operator	16 Hrs X 1 MAN	\$184.18	2,946.88
Laborers	16 Hrs X 1 Man/men	\$159.30	2,548.80
laborer	3 hours 1 man day 1	\$159.30	477.90
Item 4	5 YARDS	\$40.00 per yard	200.00
Seed	¼ BAG	\$96.00 bag	24.00
Top soil		\$50.00	
Blacktop		\$114.00 per ton	
2" conduit	100 ft	\$1.85 per ft	185.00
Hay	1 BAG	\$15.36 bag	15.36
Total			10,977.94

EXHIBIT "B"

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

Procurement Policy, Section VI: Emergency Procurement

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

Department: Engineering

Vendor names: Kuck Excavating

Nature of emergency: Electric Service Line on Lot Sewer

Estimated cost: \$10,977.94

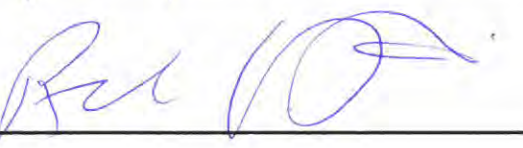
There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

- 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: _____






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: 02-19-2021

Re: CSD 2 Clarifier Drive Purchase and Install

Inframark, the operators of Carmel Sewer District 2 (CSD 2) has advised the Engineering Department that the clarifier drive for unit 1 has failed and requires a new gear drive and gearbox. The new drive will update to the latest technology.

Inframark requested pricing to replace this drive and gearbox and the pricing for this project will exceed the GML threshold of \$35,000.00. The Engineering Department requests authorization for this project to go out for public bid.




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: 02-26-2021

Re: C249- Town Hall Cleaning Services

As the Board is aware, on December 26, 2017 the Town of Carmel CTE Incorporated d/b/a Reliable Cleaning System for Town Hall Cleaning Services. The contract duration was for two (2) years. The contract provided for two extensions for two (2) one (1) year periods at the unilateral option of the Town of Carmel. The second extension is set to expire on December 31, 2021.

Based upon the past two (2) years of invoices, the pricing for this project will exceed the GML threshold of \$35,000.00. The Engineering Department requests authorization for this project to go out for public bid.

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
Mike Simone, Superintendent of Highways

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

Date: February 16, 2021

Re: EOHWC O&M Invoice

As the Board is aware, the Town of Carmel (Town) is a member of the East of Hudson Watershed Corporation (EOHWC). The EOHWC is made up of nineteen municipalities in Dutchess, Putnam and Westchester Counties and was established as a regional stormwater entity in response to the heightened phosphorus removal requirements under the New York State Department of Environmental Conservation (NYSDEC) stormwater regulations.

The EOHWC administers, coordinates and installs the regional stormwater retrofit projects (SRPs), with funding made available by the New York City Department of Environmental Protection (NYCDEP), Westchester County, and Putnam County. Through the EOHWC, the member municipalities are collectively achieving compliance with their SRP requirements through bubble compliance, regardless of the physical location of each retrofit.

As identified in the attached EOHWC O&M policy each municipality has to maintain the SRPs that have been or will be installed. The Town adopted the EOHWC policy as identified in the attached February 17, 2016 Resolution.

Due to bubble compliance the Town is required to pay for O&M based on the Town's overall phosphorus reduction not just for those SRPs installed in the Town. The EOHWC provides the O&M for the SRPs located in the Town.

Attached please find an invoice from the EOHWC in the amount of \$25,090.28 for the O&M performed in 2020. Per the attached from the Town Comptroller there are not sufficient funds in the budget. This will have to be included as part of the transfer in the December budget revisions to cover the cost.

February 18, 2020

EOHWC O&M Invoice

The following is a summary of the Town's operation and maintenance (O&M) status:

- The five ten (10) year phosphorus reduction goal for the entire EOHWC is 919 kg.
- The Town's portion for the ten (10) years 144 kg (~16% of the total EOHWC goal).
- There have been 13 SRPs installed in the Town with a total phosphorus reduction of 43.7 kg (~30% of the Town's total goal).
- The Town passed the attached February 17, 2016 Resolution adopting the EOHWC O&M policy.
- SRP inspections are performed semi-annually by the Engineering Department (with the labor costs applied back to the EOHWC) and the O&M performed by Putnam County.

In order to maintain permit coverage and to be eligible for future funding, the EOHWC developed the O&M Policy. Please note the attached O&M Policy estimated the costs for O&M for the Town of Carmel at \$38,137.28. This value has been adjusted to more accurately represent actual cost.



**EAST OF HUDSON
WATERSHED CORPORATION**

2 Route 164
Patterson, NY 12563
Tel: 845-319-6349
Fax: 845-319-6391

November 10, 2015

To the Chief Elected Officials of Member Municipalities,

Today the Board of Directors of the EOHWC adopted an Operation and Maintenance Policy ("O&M Policy"), conditioned on each member municipality agreeing by resolution of its legislative body to accept the Policy. I'm enclosing for your review and action the EOHWC Board resolution, a model member resolution, the O&M Policy (5 pages) and the Annual Estimated O&M Cost (1 page).

It is critically important that each of you give this your immediate attention. The MS4 Permit requires each municipality to maintain the stormwater retrofit practices ("SRPs") that have been or will be installed. Failure to do so would violate the permit and may cause the phosphorus reduction credits we've amassed to be lost. In a worst case, if EOHWC does not step up to the plate and ensure O&M is performed, all municipalities could be liable for a permit violation and bubble compliance would collapse.

In addition, we have been told by representatives of DEP that while they may be willing to fund some or all of the next five years of SRP construction, they are not willing to fund O&M. They are looking to the municipalities to take on that responsibility as their contribution to the overall effort. Without DEP funding of SRP construction, all the cost of the next five years would fall on the municipalities.

The Annual Estimated O&M Cost I've enclosed is only an estimate to give you an idea of the numbers our engineers have calculated. As O&M is performed we will acquire actual data that will give us more accurate figures, hopefully less than what is conservatively estimated on the enclosed sheet. The basic concept is that municipalities will be expected to perform the O&M in the most efficient way possible. As you will see in the Policy, some will get reimbursement from EOHWC and some will pay in, depending on the allocation in the Policy.

Again, please give this your immediate attention. If at all possible, please return your adopted resolution to me at EOHWC no later than December 31. This is a very important step in our negotiations for funding for years 6-10 of the MS4 Permit. If you have questions about how the policy works or how it will apply to your municipality, feel free to contact me or Kevin Fitzpatrick at EOHWC.


Michael Griffin, President

**BOARD OF DIRECTORS
EAST OF HUDSON WATERSHED CORPORATION
2 Route 164, Patterson, NY 12563**

RESOLUTION TO ADOPT O&M POLICY

Resolution #: R-1110-07

Moved By: _____

Dated: November 10, 2015

Seconded By: _____

At the meeting of the Board of Directors of the East of Hudson Watershed Corporation held on November 10, 2015, the following resolution was adopted:

WHEREAS, the MS4 Permit applicable to all member municipalities requires the municipality to maintain each stormwater retrofit project (SRP) for its useful life to ensure that it continues to operate as it was designed; and

WHEREAS, DEP has indicated that while it may to some extent be willing to continue funding the construction of SRPs approved by NYSDEC as part of the regional stormwater retrofit plan, it is not willing to fund the non-construction costs of operation and maintenance (O&M) of completed SRPs, as such expenses may not be paid from bond proceeds; and

WHEREAS, the Executive Committee has developed and recommends for adoption by the Board of Directors the annexed O&M Policy providing for the equitable sharing of the costs and responsibilities of O&M by all member municipalities in a manner consistent with the MS4 Permit bubble compliance concept; and

WHEREAS, approval of the O&M Policy is a Type II action exempt from the State Environmental Quality Review Act (SEQRA) under 6 NYCRR 617.5(c)(1) as it relates to the routine maintenance of the SRPs;

NOW THEREFORE IT IS HEREBY RESOLVED by the Board of Directors of the East of Hudson Watershed Corporation that:

1. The Board of Directors hereby approves the annexed O&M Policy providing for the equitable sharing of the costs and responsibilities of O&M by all member municipalities in a manner consistent with the MS4 Permit bubble compliance concept, conditioned on the legislative body of each member municipality agreeing to comply with the terms and conditions of the O&M Policy; and

2. Authorizes the President to distribute to each member municipality the annexed Model Member O&M Resolution with a request that the member municipality promptly adopt the model resolution or a similar resolution assuring that it will comply with the terms and conditions of the O&M Policy.

Aye _____ Nay _____

Michael Griffin, Chair

[Town/Village/County] of _____

**Resolution Regarding O&M
of Stormwater Retrofit Projects**

Resolution No. _____
Date: _____, 2015

Moved by: _____
Second by: _____

WHEREAS, the [Town/Village/County] of _____ is a member of the East of Hudson Watershed Corporation (“EOHWC”), a not-for-profit local development corporation formed to assist the member municipalities in complying with the stormwater retrofit requirements of the Municipal Separate Storm Sewer System Permit (MS4 Permit); and

WHEREAS, EOHWC has installed and will continue to install stormwater retrofit projects (SRPs) or has reimbursed member municipalities for installing SRPs in compliance with the first five-year Regional Stormwater Retrofit Plan and intends to do so for the second five-year plan to the extent funding is provided by New York City Department of Environmental Protection (DEP); and

WHEREAS, the MS4 Permit requires member municipalities to maintain each SRP for its useful life to ensure that it continues to operate as it was designed; and

WHEREAS, the Board of Directors of EOHWC has adopted an O&M Policy providing for the equitable sharing of the costs and responsibilities of O&M by all member municipalities in a manner consistent with the MS4 Permit bubble compliance concept, conditioned on the legislative body of each member municipality agreeing to comply with the terms and conditions of the O&M Policy; and

WHEREAS, approval of the O&M Policy is a Type II action exempt from the State Environmental Quality Review Act (SEQRA) under 6 NYCRR 617.5(c)(1) as it relates to the routine maintenance of the SRPs; and

WHEREAS, approval of the O&M Policy is in the best interests of the [Town/Village/County] as it assures continued compliance by the [Town/Village/County] with the MS4 Permit;

NOW THEREFORE IT IS HEREBY RESOLVED by the [Legislative Body] of the [Town/Village/County] of _____ that:

1. The [Town/Village/County] of _____ accepts and agrees to the terms and conditions of the EOHWC O&M Policy; and
2. Authorizes the [Supervisor/Mayor/County Executive] to take whatever other actions are required to implement this resolution.



EAST OF HUDSON WATERSHED CORPORATION

PO Box 176
Patterson, NY 12563
Tel: 845-319-6349
Fax: 845-319-6391

POLICY FOR THE OPERATION AND MAINTENANCE of EOHWC STORMWATER RETROFIT PRACTICES Adopted November 10, 2015

The nineteen municipalities, represented by the East of Hudson Watershed Corporation (EOHWC) have over 150 stormwater retrofit practices planned for, or constructed within their individual municipalities. Each of these projects, over time will require maintenance in order for the practice to maintain optimal efficiency in its operation. Within the EOHWC there has been much discussion concerning funding for, and completion of the maintenance required for these stormwater retrofits. This Policy will define how maintenance of the stormwater retrofit projects (SRP's) will occur.

In order for stormwater practices to remain effective at reducing phosphorus, proper maintenance is essential. Each stormwater retrofit that is installed by the EOHWC will have its own unique set of maintenance requirements and maintenance cycle, however some generalities can be made. Maintenance can be broken down into three parts; inspections, routine maintenance and non-routine repairs that may be required after large storms, or as a result of other unforeseen problems. Practices can be broken down into classes which have similar maintenance periods and requirement. These classes would include wet ponds, created wetlands, infiltration, and filter practices.

The NYSDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) places the ultimate responsibility with each individual municipality for all stormwater practices within their jurisdiction including those considered stormwater retrofits. Part VI.Q states, "A covered entity must at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the covered entity to achieve compliance with the conditions of this SPDES general permit."

At present, Towns and Villages are considered "traditional land use control MS4's" as they hold the authority to make land use decisions under zoning and subdivisions controls. As such, they are obligated under the General Permit to maintain an inventory¹, provide for inspections and ensure the maintenance of all stormwater practices within their jurisdiction². The NYSDEC language in the General Permit covers both publically-owned, and privately owned stormwater management facilities that are located in, or under a municipality's jurisdiction.

Under the requirements of the General Permit, Towns and Villages should already be maintaining, or causing maintenance to be performed on, the stormwater management practices in their respective jurisdictions. This includes all drainage control structures such as stormwater ponds, and other practices installed as part of their highway drainage system. This also includes stormwater management practices

¹Part VII.A.5.a.vi. "maintain an inventory of post-construction stormwater management practices within the covered entities jurisdiction" [including] "type of practice, maintenance needs per the NYS Stormwater Management Design Manual, SWPPP and dates and type of maintenance performed."

²Part VII.A.5.a.vii 'ensures adequate long-term operation and maintenance of management practices identified in Part VII.5.a.vi. by trained staff, including inspection to ensure that the practices are performing properly.'



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constructed as part of a subdivision or site plan approved by the Town or Village. Pursuant to the requirements of the General Permit, municipalities must already have written procedures³, the equipment and the manpower to provide inspections and maintenance to the stormwater infrastructure in their respective municipalities. Since municipalities must already have a program in place, it should be relatively simple to manage the additional EOHWC retrofit practices constructed in their municipalities, although their individual resources will likely need to be supplemented.

With participation in the EOHWC, each municipality has agreed to “bubble compliance”, or a shared responsibility for the installation of stormwater retrofits. While each individual municipality will ultimately be responsible for the retrofits located within their jurisdiction, it is generally agreed that the EOHWC should remain involved in some fashion for meeting the maintenance requirements for as long as the EOHWC is in existence.

The EOHWC has chosen the following means for providing maintenance to EOHWC SRP’s;

Each stormwater retrofit will require maintenance specific to each individual retrofit. This maintenance obligation will be described in a written plan, prepared for each project by the design engineer preparing the construction documents in consultation with the host municipality. The maintenance plan shall include the design life of each SRP, recommended inspection schedule and checklist which also provides basic design criteria for the practice, required maintenance activities, an estimate of time needed and cost of such activities, schedule of such activities, and a present worth cost for inspecting and maintaining the SRP for its design life. Three copies of the maintenance plan shall be provided to the host municipality, along with an as-built drawing upon completion of construction of the retrofit. Moving forward, each maintenance plan shall be reviewed and approved by the chief elected officer of the host municipality prior to the SRP construction being placed for bidding.

Each municipality will be responsible for providing the inspections and maintenance of the stormwater retrofit practices (SRP) within, or under their jurisdiction. Maintenance shall be completed in accordance with the maintenance plan that has been prepared for the project.

The EoH municipalities have sought to achieve compliance with the stormwater regulations and the retrofit program through bubble compliance i.e., a sharing of the overall phosphorus reduction requirements for all of the EoH municipalities. Similarly the expense of paying for the cost of maintenance of the stormwater retrofits that have been installed would be shared between the municipalities in proportion to each of their obligations for phosphorus removal. The O&M **financial obligation** for each municipality will be based on their percentage of the overall 5-year phosphorus reduction (see Table 1) and the estimated annual total O&M cost for maintaining the stormwater retrofits.

Municipalities will be reimbursed by the EOHWC for costs incurred for providing maintenance at the actual cost plus 2% for administration. Municipalities can individually chose how to accomplish maintenance responsibilities to find the most cost-effective and efficient means; either by using municipal staff/highway departments, or through the use of private contractors.

³Part IX.A.6



EAST OF HUDSON WATERSHED CORPORATION

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When completing SRP maintenance by contracting with a private contractor, all contracts seeking reimbursement from the EOHWC must follow EOHWC procurement policies. However, as the minimum requirement to qualify for reimbursement of maintenance costs, municipalities must request at least three written quotes from three different contractors in order to ensure that the work is being completed at a fair price. Where there is a conflict between a municipality's procurement policy and the EOHWC procurement policy, the EOHWC procurement policy will govern.

Costs associated with the use of municipal employees and equipment to provide SRP maintenance shall be.

Work completed by municipal employees and consultants will be reimbursed at cost, based on a schedule of values, and subject to a cap. The EOHWC Board of Directors shall establish a schedule of reimbursement rates for completing SRP maintenance. The schedule shall provide a maximum hourly rate for municipal employees, consultants and equipment. Reimbursement costs shall also be capped by the estimate of time needed and cost of such activities found in the maintenance plan. Any exceedance of the cap must be approved by the EOHWC Board of Directors.

Financing O&M Requirements

The EOHWC shall oversee the O&M operations for the retrofits installed by the Corporation. The EOHWC shall create a separate fund (a bank) to fund the estimated cost of providing the annual operation and maintenance cost of all the stormwater retrofits in the Program. Each municipality is responsible to provide their proportionate share of this amount to the EOHWC as either a direct payment or as a documented labor and capital expenditure to be applied as credit toward O&M costs.

Twice annually, in June and November municipalities will submit an invoice for reimbursement of the actual cost for providing maintenance of the stormwater practices under their jurisdiction. Invoices will be reviewed by the EOHWC staff and Executive Board. Actual costs incurred will be credited against any amount due and owing to the Corporation. Where there is a surplus, the municipality would receive a refund. EOHWC staff shall be responsible for spot checking inspections completed by each municipality and ensuring that the maintenance of each practice is being completed in a timely and efficient manner.

Each municipality's financial obligation will fall into one of two categories:

- 1) The estimated O&M financial obligation of your municipality is **less** than your yearly O&M costs. Those municipalities that are required to contribute towards retrofit maintenance fund must provide payments to the EOHWC on the following schedule:
 - § January 1, 2016. 35% of total O&M estimates costs minus any incurred costs for completing retrofit maintenance.
 - § May 1, 2016. 35% of total O&M estimates costs minus any incurred costs for completing retrofit maintenance.
 - § September 1, 2016. 30% of total O&M estimates costs minus any incurred costs for completing



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retrofit maintenance.

In case 1, the actual expenses incurred by the municipality will serve as a credit towards meeting its responsibility to the EOHWC O&M program. The difference between the actual expenses and the municipality's financial obligation will be due as payment to the EOHWC.

- 2) The estimated O&M financial obligation for your municipality is **more** than your yearly O&M Costs.

Those municipalities that will receive O&M funds must provide documentation of inspection and maintenance completed for each project to the EOHWC on the following schedule:

- § June 30, 2016. O&M Documentation for December 1, 2015 thru May 31, 2016.
§ November 30, 2016. O&M Documentation for June 1, 2016 thru November 30, 2016

In case 2, the municipality will document all expenditures for the O&M program. Once the municipality has reached the estimate annual O&M costs, the EOHWC will reimburse the municipality for the additional required O&M which exceeds its financial obligation.

These reimbursements will be capped by the calculated percentage contribution for the overall bubble compliance. Any additional expenditure will be documented by the municipality. All overages to the estimated municipal costs must be verified and approved by the EOHWC prior to the work being completed. These costs will be then included in an updated budget for the next O&M calendar year.



**EAST OF HUDSON
WATERSHED CORPORATION**

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TABLE 1

Municipality	5-Year Phosphorus Reduction (kg)	Percent Contribution
Bedford	32.2	7.01%
Brewster	9.2	2.00%
Carmel	72.0	15.67%
Cortlandt	11.6	2.52%
Kent	33.6	7.31%
Lewisboro	35.5	7.73%
Mount Kisco	18.7	4.07%
New Castle	25.1	5.46%
North Castle	1.0	0.22%
North Salem	19.1	4.16%
Patterson	17.2	3.74%
Pawling, Town	3.5	0.76%
Pawling, Village	4.3	0.94%
Pound Ridge	9.5	2.07%
Putnam County	30.9	6.72%
Putnam Valley	1.0	0.22%
Somers	50.0	10.88%
Southeast	31.1	6.77%
Yorktown	54.0	11.75%
Total	459.5	100.00%

ANNUAL ESTIMATED O&M COST

	5-Year Phosphorus Reduction Requirement	Estimated Annual O&M Total	Estimated Share of Annual O&M Total	Difference
Bedford	32.2	\$ 21,902	\$ 17,055.84	\$ 4,846.11
Brewster	9.2	\$ 3,427	\$ 4,873.10	\$ (1,445.90)
Carmel	72.0	\$ 27,418	\$ 38,137.28	\$ (10,719.68)
Cortlandt	11.6	\$ 2,678	\$ 6,144.34	\$ (3,466.84)
Kent	33.6	\$ 19,171	\$ 17,797.40	\$ 1,373.50
Lewisboro	35.5	\$ 14,073	\$ 18,803.80	\$ (4,730.86)
Mt. Kisco	18.7	\$ 7,336	\$ 9,905.10	\$ (2,568.75)
New Castle	25.1	\$ 4,142	\$ 13,295.08	\$ (9,153.08)
North Castle	1.0	\$ -	\$ 529.68	\$ (529.68)
North Salem	19.1	\$ 8,954	\$ 10,116.97	\$ (1,163.41)
Patterson	17.2	\$ 30,572	\$ 9,110.57	\$ 21,461.12
Pawling (T)	3.5	\$ 11,500	\$ 1,853.90	\$ 9,645.97
Pawling (V)	4.3	\$ 4,284	\$ 2,277.64	\$ 2,006.36
Pound Ridge	9.5	\$ -	\$ 5,032.00	\$ (5,032.00)
Putnam County	30.9	\$ 10,399	\$ 16,367.25	\$ (5,967.84)
Putnam Valley	1.0	\$ -	\$ 529.68	\$ (529.68)
Somers	50.0	\$ 38,369	\$ 26,484.22	\$ 11,884.35
Southeast	31.1	\$ 29,902	\$ 16,473.19	\$ 13,429.13
Yorktown	54.0	\$ 9,264	\$ 28,602.96	\$ (19,338.81)
Total	459.5	\$ 243,390	\$ 243,390	

**RESOLUTION ADOPTING OPERATIONS AND MAINTENANCE
POLICY FOR EAST OF HUDSON WATERSHED CORPORATION**

WHEREAS, the The Town of Carmel is a member of the East of Hudson Watershed Corporation ("EOHWC"), a not-for-profit local development corporation formed to assist the member municipalities in complying with the stormwater retrofit requirements of the Municipal Separate Storm Sewer System Permit (MS4 Permit); and

WHEREAS, EOHWC has installed and will continue to install stormwater retrofit projects (SRPs) or has reimbursed member municipalities for installing SRPs in compliance with the first five-year Regional Stormwater Retrofit Plan and intends to do so for the second five-year plan to the extent funding is provided by New York City Department of Environmental Protection (DEP); and

WHEREAS, the MS4 Permit requires member municipalities to maintain each SRP for its useful life to ensure that it continues to operate as it was designed; and WHEREAS, the Board of Directors of EOHWC has adopted an O&M Policy providing for the equitable sharing of the costs and responsibilities of O&M by all member municipalities in a manner consistent with the MS4 Permit bubble compliance concept, conditioned on the legislative body of each member municipality agreeing to comply with the terms and conditions of the O&M Policy; and

WHEREAS, approval of the O&M Policy is a Type II action exempt from the State Environmental Quality Review Act (SEQRA) under 6 NYCRR 617.5(c)(1) as it relates to the routine maintenance of the SRPs; and

WHEREAS, approval of the O&M Policy is in the best interests of the Town of Carmel as it assures continued compliance by the Town of Carmel with the MS4 Permit;

NOW THEREFORE BE IT RESOLVED by that the Town Board of the Town of Carmel and the Town of Carmel hereby accepts and agrees to the terms and conditions of the EOHWC O&M Policy; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Carmel hereby authorizes Town Supervisor Kenneth Schmitt to take whatever other actions are required to implement this resolution.

Resolution

Offered by: Councilman Lombardi

Seconded by: Councilman Lupinacci

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>	
Jonathan Schneider	<u>X</u>	<u> </u>	
John Lupinacci	<u>X</u>	<u> </u>	
Suzanne McDonough	<u> </u>	<u> </u>	Absent
Frank Lombardi	<u>X</u>	<u> </u>	
Kenneth Schmitt	<u>X</u>	<u> </u>	

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I, Phyllis Bourges, Deputy 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 17th day of February, 2016; and of the whole thereof.

Dated: February 18, 2016



Phyllis Bourges, Deputy Town Clerk

EOHWC Program Summary

MS4	Ten Year Phosphorus Reduction Requirement (kg/yr)	Actual Phosphorus Reduction (kg/yr)							Estimated Phosphorus Reduction (kg/yr)						Estimated Totals (kg/yr) (1)	
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 4 (1)	Year 5 (1)	Year 6 (1)	Year 7 (1)	Year 8 (1)	Year 9 (1)	Total Reduction	Remaining Reduction Requirement
Bedford	64.4	9.11	7.29	5.34	3.65	11.29	-	-	-	-	-	1.99	-	-	38.7	25.7
Brewster	18.4	-	-	83.60	-	-	-	-	-	-	-	-	-	-	83.6	0.0
Carmel	144.0	3.68	7.52	14.44	3.00	-	-	-	-	-	4.22	10.86	11.57	68.41	43.7	100.3
Cortlandt	23.2	-	-	3.20	-	-	-	-	-	-	-	-	-	-	3.2	20.0
Kent	67.2	9.56	4.67	14.50	13.74	-	7.23	16.10	-	-	35.75	0.00	23.08	4.3	101.6	0.0
Lewisboro	71.0	4.03	-	-	22.89	3.60	-	-	-	-	-	6.80	31.21	-	37.3	33.7
Mount Kisco	37.4	0.81	-	-	10.85	-	-	-	8.50	-	20.64	-	-	-	40.8	0.0
New Castle	50.2	-	-	-	-	-	-	-	-	14.11	33.00	23.30	23.3	-	70.4	0.0
North Castle	2.0	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0	2.0
North Salem	38.2	-	7.12	-	9.80	10.91	-	-	-	-	31.40	10.38	-	11.4	69.6	0.0
Patterson	34.4	3.31	1.62	10.36	-	4.38	-	-	1.80	-	46.03	7.63	-	-	75.1	0.0
Pound Ridge	19.0	-	-	-	-	-	-	-	-	-	1.45	3.70	-	-	5.2	13.9
Putnam Valley	2.0	-	7.90	-	-	-	-	-	-	-	-	-	-	-	7.9	0.0
Town of Pawling	7.0	-	1.75	-	-	5.31	-	-	-	-	-	4.66	-	-	11.7	0.0
Village of Pawling	8.6	-	0.03	-	-	-	-	-	-	-	-	9.10	-	1.4	9.1	0.0
Somers	100.0	10.41	1.45	15.97	24.20	2.93	-	8.78	-	-	-	12.90	-	39.28	76.6	23.4
Southeast	62.2	8.83	80.87	21.33	-	-	-	-	-	-	5.59	9.14	86.7	-	125.8	0.0
Yorktown	108.0	0.07	-	19.84	-	-	-	-	-	-	7.91	-	-	-	27.8	80.2
Putnam County	61.8	1.86	-	20.38	5.45	-	-	21.44	-	-	-	-	5.12	-	49.1	12.7
Total	919.0	51.67	120.22	208.96	93.58	38.42	7.23	46.32	10.30	14.11	185.99	100.46	180.98	124.79	1183.02	0.0

(1) Based on conceptual estimates. May be revised up or down.

(2) Actual Reduction total of 612 kg/yr is anticipated in October 2020 pending NYSDEC approvals

From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#); [Esteves, Donna](#); [Tenefrancia, Michelle](#)
Subject: FW: 02-16-2021 FW: East of Hudson Watershed Corp. O&M Invoice
Date: Tuesday, February 16, 2021 12:12:32 PM
Attachments: [O&M invoice 2020 Carmel.pdf](#)
[O&M analysis thru 12-31-2020 attachment.pdf](#)
Importance: High

Thanks Rich. Since we already closed 2020 in KVS I will have Michelle open a Req/PO for this invoice but will not pay until you present to the Board. Since there is not enough \$ in that line 1010.46 I will add this to the year-end budget revisions (which I will be presenting to the board tomorrow night).

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

From: Franzetti, Richard
Sent: Tuesday, February 16, 2021 11:56 AM
To: Maxwell, Mary Ann <mam@ci.carmel.ny.us>
Cc: Esteves, Donna <de@ci.carmel.ny.us>
Subject: 02-16-2021 FW: East of Hudson Watershed Corp. O&M Invoice
Importance: High

See attached. I will present this to the Board next month

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

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From: Joanne Tavino <joanne@eohwc.org>
Sent: Tuesday, February 16, 2021 11:50 AM
To: Schmitt, Kenneth <ks@ci.carmel.ny.us>; Franzetti, Richard <rjf@ci.carmel.ny.us>
Cc: East of Hudson Watershed Corp. <info@eohwc.org>

Subject: East of Hudson Watershed Corp. O&M Invoice

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.

Attached is the invoice and schedule that calculates the 2020 municipality responsibility for O&M as required under Bubble Compliance with regard to EOHWC O&M Policy adopted November, 2015.

You may receive an audit confirmation letter regarding the amount for this invoice and we will very much appreciate your prompt response.

Best regards,

Joanne Tavino
Comptroller

EAST OF HUDSON WATERSHED CORPORATION

2 Route 164 Suite 2

Patterson, NY 12563

Phone: 845-319-6349

Fax: 845-319-6391

joanne@eohwc.org

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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 26, 2021

Re: CWD# 2 Professional Engineering Services for the Design and Construction Administration of a New Water Treatment Plant

Pursuant to the attached Town Board resolution of August 12, 2020, the Engineering Department circulated Requests for Proposal (RFP) for the referenced project to 12 consulting engineering firms on November 16, 2020. Formal RFP's were received by the Engineering office on January 15, 2021. One firm, Hazen and Sawyer (Hazen), submitted a proposal.

Hazen is the consulting firm which was awarded the contract for the CWD# 2 Water Treatment Facility Upgrade Engineering Report which was completed in July 2020. The Board should note that for facility upgrade the same 12 consulting firms were solicited and the only two (2) firms, Hazen and Arcadis of New York, Inc, submitted proposals. Both firms were qualified for the development of the facility plan report. In this instance Hazen and Arcadis of NY have teamed together and as part of the submission for the referenced project Hazen has also selected various consultants including, Schnabel Engineering, JRFA, Bidwell Environmental and Larry Lynn surveyors.

The RFP identified the following eight (8) tasks:

1. Site understanding and analysis;
2. 30% design submittal;
3. Permitting;
4. Final design;
5. Bid assistance;
6. Construction administration;
7. Training, O&M/, Startup, and
8. Additional design services.

The total proposal cost is \$2,893,000.00.

Per the Town Comptroller, the Board authorized \$2,650,000 on August 28, 2020 and additional funding of in the amount \$500k will be required to cover the design. A copy of the resolution is attached.

Based on our evaluation of relative costs and proposed scope of work we recommend that the Contract be awarded to Hazen and Sawyer as the most responsive firm to the Town's needs for this project.

**RESOLUTION AUTHORIZING REQUEST FOR PROPOSAL
CARMEL WATER DISTRICT #2 TREATMENT PLANT DESIGN**

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water District #2, hereby authorizes Town Engineer Richard J. Franzetti, P.E., to circulate proposals for engineering services for the design, preparation of bid documentation and construction administration services for the Carmel Water District #2 Treatment Plant.

Resolution

Offered by: Councilwoman McDonough
 Seconded by: Councilman Schanil

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Robert Schanil	<u>X</u>	<u> </u>
Michael Barile	<u>X</u>	<u> </u>
Frank Lombardi	<u>X</u>	<u> </u>
Suzanne McDonough	<u>X</u>	<u> </u>
Kenneth Schmitt	<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 **12th** day of **August, 2020**; and of the whole thereof.

August 13, 2020
Dated

Ann Spofford
Ann Spofford, Town Clerk

Good afternoon,

The Town Board of the Town of Carmel (Town), as Commissioners of Carmel Water District 2 (CWD 2), is hereby soliciting sealed proposals from qualified Engineering firms licensed to practice in the State of New York to provide design, permitting, bid assistance and construction engineering services for upgrades to the CWD 2 water treatment plant (WTP) and the decommission of the existing WTP.

The due date for the RFP is January 15, 2021 at 11 AM, which accounts for the upcoming holiday season.

If you are not the correct contact person to be receiving this announcement then please forward this RFP to the appropriate contact person in your organization.

Please acknowledge receipt and forward the appropriate contact information of the lead person working on this RFP.

Thanks and call with any questions. My contact information is provided below.

1. Arcadis -
2. Brown and Caldwell
3. Black & Veatch NYC;
4. CDM
5. AECOM NYC;
6. Hazen and Sawyer
7. HDR
8. H2M
9. Michael Baker
10. MWH Global/stantec;
11. Tetra Tech Middletown;
12. WSP

Email list on following page.

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FaberS@bv.com

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pponturo@h2m.com

MKeating@H2M.com

JAlves@H2M.com

[James J. Roberts <JRoberts@H2M.com>](mailto:James.J.Roberts@H2M.com)

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Courtney.horn@stantec.com

benjamin.baker@mwhglobal.com

benjamin.baker@stantec.com

Jeffrey.Jones@tetrattech.com

david.weiss@wsp.com



Ann Spofford
Town Clerk
Town of Carmel

Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

Telephone: 845.628.1500
Fax: 845.628.7434

August 28, 2020

VIA CERTIFIED MAIL - 7007 2560 0002 8950 7644

Mr. Douglas E. Goodfriend
Orrick, Herrington & Sutcliffe, LLP
51 West 52nd Street
New York, NY 10019-6142

Re: Carmel Water District #2 - \$2,650,000 Bonds

Dear Mr. Goodfriend:

I have enclosed herewith, a certified copy of the Bond Resolution approved by the Town Board of the Town of Carmel at a duly constituted meeting held on August 26, 2020 in regard to the above referenced matter. I will furnish you with an original printer's affidavit of publication for the Legal Notice of estoppel upon receipt from the printer.

If you have any questions, or if I can be of any further assistance to you, please do not hesitate to contact me.

Very truly yours,

Ann Spofford

Ann Spofford
Town Clerk

cc: M. Maxwell (w/encl.) ✓

**A RESOLUTION AUTHORIZING THE COST OF PLANNING AND PRELIMINARY
EXPENSES IN CONNECTION WITH IMPROVEMENTS TO CARMEL WATER
DISTRICT NO. 2, IN AND FOR THE TOWN OF CARMEL, PUTNAM COUNTY,
NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$2,650,000, AND
AUTHORIZING THE ISSUANCE OF UP TO \$2,650,000 BONDS OF SAID TOWN
TO PAY THE COST THEREOF**

WHEREAS, all conditions precedent to the financing of the object or purpose hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act, have been performed; and

WHEREAS, the capital project hereinafter described has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the regulations provide will not result in any significant environmental effects; and

WHEREAS, it is now desired to authorize the financing thereof;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Carmel, Putnam County, New York, as follows:

Section 1. The cost of planning and preliminary expenses in connection with improvements to Carmel Water District No. 2, in and for the Town of Carmel, Putnam County, New York, including incidental expenses related thereto, is hereby authorized at a maximum estimated cost of \$2,650,000, pursuant to General Municipal Law Section 99-d.

Section 2. The plan for the financing of the aforesaid maximum estimated cost is by the issuance of not exceeding \$2,650,000 bonds of said Town, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 62(2nd) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will not exceed five years.**

Section 4. The faith and credit of said Town of Carmel, Putnam County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property in said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor of said Town, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Resolution

Offered by: Councilman Schanil
 Seconded by: Councilwoman McDonough

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

From: [Maxwell, Mary Ann](#)
To: [Franzetti, Richard](#); [Esteves, Donna](#)
Subject: RE: 02-24-2021 - R2020-005 - CWD 2 WTP Design RFP
Date: Thursday, February 25, 2021 9:09:58 AM
Attachments: [S2ndFlrCopi21022509090.pdf](#)

Rich based on Hazen and Sawyers estimate (see attached) in August 2020 we authorized borrowing i/a/o \$2,650,000 (\$2.4mm design, \$250k legal). We will have to authorize additional borrowing before the design is authorized. I will discuss with Greg and bond counsel to see how to proceed.

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

From: Franzetti, Richard
Sent: Wednesday, February 24, 2021 3:24 PM
To: Maxwell, Mary Ann <mam@ci.carmel.ny.us>; Esteves, Donna <de@ci.carmel.ny.us>
Subject: 02-24-2021 - R2020-005 - CWD 2 WTP Design RFP

May Ann

The RFP for the referenced was returned. The cost proposed is \$2,893,000.00
Please advise if there are sufficient funds for this design. Please note I believe that this project has been bonded. Thanks

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

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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: March 3, 2021

Re: C-265 CWD 2 Water Main Lining Phase

As the Board is aware the Engineering Department solicited proposals from qualified Engineering to provide prepare bid documents and specifications and construction administration for the water distribution system upgrades in Carmel Water District 2. The Board has authorized John Robert Folchetti and Associates to prepare plans and specification necessary to go out to Bid for this work.

As the Board may recall these upgrades include relining of ~ 10 miles (52,800 ft) of pipe, installation of valves, and the installation of new mains. The following should be noted:

- The relining project requires temporary water be placed into service (including hydrants);
- The relining project has been broken down into two (2) phases as follows:
 - Contract Phase 1 - includes the relining Fair Street, St. Michaels Terrace, Everett Road, and Kelly Ridge Road areas;
 - Phase 2 – included relining Sunset Ridge, Collier Drive (East and West), Fowler Avenue Sunny Crest, and Lindy Drive areas

On Tuesday, February 23, 2021 at 11:00 am Bids were opened by the Town Clerk for the above project. The bid summary as prepared by JRFA is provided in the attached.

Michel's Pipe Services was the lowest bidder at \$3,152,200.00. The Engineer's estimate for this work was between \$2,975,000 - \$3,570,000 for the 23,800 feet of pipe bid on this project. The low base bid of \$3,040,900.00 is within 2 percent of the low estimate The Board should note that debt for this project in the amount of \$13,301,400.00 was authorized for this project 2019.

Based on an evaluation of bid amounts, experience of bidder and project references we recommend that the Contract be awarded to Michel Pipe Services as the lowest responsible bidder for this project.

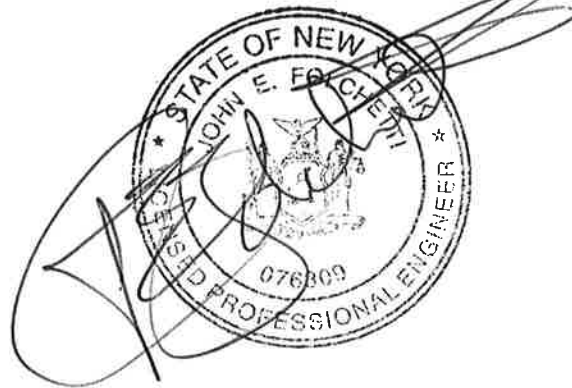
Town of Carmel
60 McAlpin Avenue
Carmel, New York 10541

**CARMEL WATER DISTRICT NO. 2
WATER MAIN REHABILITATION**

C-C265

BID EVALUATION and RECOMMENDATION to AWARD

March 2020



J. ROBERT FOLCHETTI & ASSOCIATES, L.L.C.
CIVIL / ENVIRONMENTAL ENGINEERS

**31 SODOM ROAD
BREWSTER, NEW YORK 10509
Tel. (845) 363-1560**

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2.0	RECEIPT OF BIDS	3
3.0	BID EVALUATION	3
4.0	RECOMMENDATIONS.....	7

ENCLOSURES

ATTACHMENT A: BID TABULATION

ATTACHMENT B: CONTRACTOR REFERENCE SHEETS

1.0 EXECUTIVE SUMMARY

The office of J. Robert Folchetti & Associates (JFRA) has completed the Engineer's evaluation of bids received by the Town of Carmel for the Carmel Water District No. 2 Water Main Rehabilitation Project. Bid documents were prepared by JRFA and bids were opened and recorded by representatives of the Town on February 23, 2021.

A total of seven (7) sets of bid documents were picked up by prospective bidders and contractor bidding service providers in response to the advertised invitation to bid. All seven (7) contractors attended the mandatory February 4, 2021 pre-bid meeting. Six (6) addenda were issued by JRFA in response to questions and comments forwarded by prospective bidders to amend/clarify information contained in the bid documents, to address covid related issues and to amend bid dates due to inclement weather.

The results of the Engineer's bid tabulation indicate that Michels Pipe Services submitted the lowest numerical bid for the project.

2.0 RECEIPT OF BIDS

Bids were received for the Carmel Water District No. 2 Water Main Rehabilitation Project at 11:00 AM on February 23, 2021. Of the seven (7) prospective Contractors in attendance at the pre-bid meeting, four (4) submitted bids representing a response rate of fifty seven percent.

Table-1 below includes a summary of the bids received, arranged in ascending order of the total bid amount.

TABLE-1

**TOWN OF CARMEL
WATER DISTRICT NO. 2 WATERMAIN REHABILITATION**

BIDDER	BASE BID AMOUNT	TOTAL BID AMOUNT	CONTACT
1. Michels Pipe Services	\$3,040,900.00	\$3,152,200.00	David Ebner
2. J. Fletcher Creamer & Son, Inc	\$3,232,940.00	\$3,366,542.00	Dale Creamer
3. Mainlining America, LLC	\$4,195,850.00	\$4,197,950.00	William Black

3.0 BID EVALUATION

The attached Bid Tabulation form includes a summary description of the required forms/information to be submitted by each bidder along with verification that said materials were completed and provided by each bidder in accordance with the Contract Documents.

The Engineer's estimate for this work was between \$125 and \$150 per foot of pipe to be lined; that translates to \$2,975,000 - \$3,570,000 for the 23,800 feet of pipe bid on this project. The low base bid of \$3,040,900.00 is within 2 percent of the low estimate. The second low base bid of \$3,232,940.00 is within 8.6 percent of the low estimate and is 10 percent below the high estimate. The two lowest bids are within 6.3 percent of one another, indicating that the bidders understood the bid documents. The Town has received very competitive bids on this project.

Provided below is a summary description of the JRFA evaluation and assessment of completed Bid Proposals submitted by each of the three (3) lowest bidders.

3.1 **Michels Pipe Services** (Bidder No. 1 hereinafter) submitted the lowest numerical bid amount.

3.1.1 Accuracy of the Bid

No errors were found on the bid form submitted by Bidder No.1. The sum total amount of payment Items 1A1-12 matched the overall contract base bid price of \$3,040,900.00; the total amount of Items 1A1-12 plus the Alternate Bid Item 13 matched the total amount bid of \$3,152,200.00.

As indicated on the attached Bid Tabulation form, Bidder No. 1 provided all requisite forms/information in the completed Bid Proposal.

3.1.2 Qualifications

Information submitted by Bidder No. 1 demonstrates general conformity of qualifications with Bid Proposal requirements. Bidder No.1 submitted 25 municipal cement lining projects since 2015, indicating that Bidder No. 1 has recent, relevant experience in this type of project work.

Dun and Bradstreet (D&B) financial reports were obtained by JRFA to assist in the qualifications and company profile evaluation process. Bidder No. 1 carries a D&B Viability Score of 2.

3.1.2a Principal Personnel

Michels Pipe Services, formerly Heitkamp, Inc, is a division of Michels Corporation. Heitkamp, Inc was in business as a pipe line construction firm until it was acquired by Michels in 2016. Michels Corporation has been in the heavy highway construction business since 1960. The project manager for Michels Pipe Services has been with Heitkamp/Michels for over 20 years.

3.1.2b References

A total of twenty five references provided by Bidder No. 1 were called; six were successfully contacted and agreed to answer questions regarding the scope and quality of work performed by Bidder No. 1. Three of the six references had worked with this firm on multiple projects. The individual reference and interview sheets are included herein as Attachment-B.

The overall rating given by the contacted references was 9.83 on a scale of 1 to 10 with 1 being the lowest and 10 being the highest numerical score. Additionally, each person interviewed indicated that they were very pleased with the quality of work performed by Bidder No 1. They found them to be extremely professional, good with the public, and easy to work with when unforeseen conditions were encountered. Interviewees reported that projects completed by Bidder No.1 were finished within the budget and often ahead of schedule.

3.2 J. Fletcher Creamer & Sons (Bidder No. 2 hereinafter) submitted the second lowest numerical bid amount.

3.1.1 Accuracy of the Bid

No errors were found on the bid form submitted by Bidder No.2. The sum total amount of payment Items 1A1-12 matched the overall contract base bid price of \$3,232,940.00; the total amount of Items 1A1-12 plus the Alternate Bid Item 13 matched the total amount bid of \$3,366,542.00.

As indicated on the attached Bid Tabulation form, Bidder No. 2 provided all requisite forms/information in the completed Bid Proposal.

3.1.2 Qualifications

Information submitted by Bidder No. 2 demonstrates general conformity of qualifications with Bid Proposal requirements. Bidder No.2 submitted, over 200 municipal general heavy construction projects for the past 5 years, including 8 cement lining projects, indicating that Bidder No. 2 has recent, relevant experience in this type of project work.

Dun and Bradstreet (D&B) financial reports were obtained by JRFA to assist in the qualifications and company profile evaluation process. Bidder No. 2 carries a D&B Viability Score of 6.

3.1.2a Principal Personnel

Bidder No.2 has been in business for 98 years.

3.1.2b References

A total of twenty seven references provided by Bidder No. 2 were called; four were successfully contacted and agreed to answer questions regarding the scope and quality of work performed by Bidder No. 2. The four had all worked with this firm on a multiple projects. The individual reference and interview sheets are included herein as Attachment-B.

The overall rating given by the contacted references was 9.75 on a scale of 1 to 10 with 1 being the lowest and 10 being the highest numerical score. Additionally, each person interviewed indicated that they were very pleased with the quality of work performed by Bidder No 2. They found them to be professional, cooperative and reasonable with change orders. Interviewees reported that projects completed by Bidder No. 2 were finished within the budget and schedule.

3.3 **Mainlining America** (Bidder No. 3 hereinafter) submitted the third lowest numerical bid amount.

3.2.1 Accuracy of the Bid

No errors were found on the bid form submitted by Bidder No.3. The sum total amount of payment Items 1A1-12 matched the overall contract base bid price of \$4,195,850.00; the total amount of Items 1A1-12 plus the Alternate Bid Item 13 matched the total amount bid of \$4,197,950.00.

As indicated on the attached Bid Tabulation form, Bidder No. 3 provided all requisite forms/information in the completed Bid Proposal.

3.2.2 Qualifications

Information submitted by Bidder No. 3 demonstrates general conformity of qualifications with Bid Proposal requirements. Bidder No. 3 submitted 40 municipal water main projects for the past 5 years, including 15 cement lining projects, indicating that Bidder No. 3 has recent, relevant experience in this type of project work.

Dun and Bradstreet (D&B) financial reports were obtained by JRFA to assist in the qualifications and company profile evaluation process. Bidder No. 3 carries a D&B Viability Score of 8.

3.2.2a Principal Personnel

Bidder No.3 has been in business for 64 years.

3.1.2b References

A total of twenty one references provided by Bidder No. 3 were called; three were successfully contacted and agreed to answer questions regarding the scope and quality of work performed by Bidder No. 3. The three references had worked with this firm on one project each. The individual reference and interview sheets are included herein as Attachment-B.

The overall rating given by the contacted references was 8.67 on a scale of 1 to 10 with 1 being the lowest and 10 being the highest numerical score. Additionally, each person interviewed indicated that they were generally pleased with the quality of work performed by Bidder No. 3. They found them to be cooperative but with occasional complaints due to a change in management.

4.0 RECOMMENDATIONS

JRFA has reviewed the completed Bid Proposals submitted by each of the bidders for the Carmel Water District No. 2 Water Main Rehabilitation Project.

All of the bidders evaluated herein submitted conforming bids. Each demonstrates recent, relevant work, and each is well known to both the Town and JRFA.

Based on an evaluation of bid amounts, experience of bidders, and project needs, we recommend that the contract be awarded to **Michels Pipe Services** as the lowest responsible bidder on this project for a total amount of \$3,152,200.00.

ATTACHMENT A
BID TABULATION

BID TABULATION FORM

BID TABULATION SHEET FOR: TOWN OF CARMEL WATER DISTRICT #2 WATER MAIN REHABILITATION CONTRACT 265	LOCATION: TOWN OF CARMEL 60 MCALPIN AVENUE MAHOPAC, NEW YORK 10541			BID OPENING DATE: February 23, 2021	J. Robert Folchetti & Associates
				BID OPENING TIME: 11:00 AM	
	Page 1 of 2				
BID ITEM	CONTRACTOR:				
	Michels Pipe Services	J. Fletcher Creamer & Son	Mainlining America		
BID PROPOSAL FORM	x	x	x		
ACKNOWLEDGEMENT OF ADDENDA (#1, through #6) RECEIVED	x	x	x		
BID BOND (5%)	x	x	x		
BID PROPOSAL CERTIFICATIONS					
A. CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS	x	x	x		
B. STATEMENT OF BIDDERS QUALIFICATIONS	x	x	x		
B.1 REFERENCES FOR JOBS IN PROGRESS	x	x	x		
B.2 REFERENCES FOR SIMILAR PROJECT WORK	x	x	x		
B.3 NAMES AND EXPERIENCE OF INDIVIDUALS IN FIRM	x	x	x		
B.4 FINANCIAL REFERENCES	x	x	x		
C. NONCOLLUSION AFFIDAVIT	x	x	x		
D. EQUAL EMPLOYMENT CERTIFICATION	x	x	x		
E. CERTIFICATION OF NONSEGREGATED FACILITIES	x	x	x		
F. SITE VISITATION STATEMENT	x	x	x		

BID TABULATION FORM

BID TABULATION SHEET FOR:				TOWN OF CARMEL					
TOWN OF CARMEL				60 MCALPIN AVE					
WATER DISTRICT #2 WATER MAIN REHABILITATION - CONTRACT C-265				MAHOPAC, NY 10541					
PAYMENT ITEM NO.	PAYMENT ITEM DESCRIPTION & UNIT PRICE (IN WORDS)	UNIT OF MEASURE	EST QTY/ UNIT	Michels Pipe Services		J. Fletcher Creamer & Son		Mainlining America LLC	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1A1	6" DIA. CEMENTITIOUS LINING	LF	11,000	\$ 37.00	\$ 407,000.00	\$ 16.00	\$ 176,000.00	\$ 50.00	\$ 550,000.00
1A2	8" DIA. CEMENTITIOUS LINING	LF	10,700	\$ 37.00	\$ 395,900.00	\$ 17.20	\$ 184,040.00	\$ 50.00	\$ 535,000.00
1A3	8" DIA. CEMENTITIOUS LINING FROM EVERETT TANK TO OLD ROUTE 6	LF	2,100	\$ 50.00	\$ 105,000.00	\$ 67.00	\$ 140,700.00	\$ 50.00	\$ 105,000.00
1B1	6" DR 14 PVC WATERMAIN	LF	700	\$ 30.00	\$ 21,000.00	\$ 6.00	\$ 4,200.00	\$ 80.00	\$ 56,000.00
1B2	8" DR 14 PVC WATERMAIN	LF	1,000	\$ 30.00	\$ 30,000.00	\$ 7.00	\$ 7,000.00	\$ 80.00	\$ 80,000.00
1B3	12" HDPE STORMWATER PIPE	LF	200	\$ 30.00	\$ 6,000.00	\$ 5.00	\$ 1,000.00	\$ 125.00	\$ 25,000.00
1B4	15" HDPE STORMWATER PIPE	LF	200	\$ 30.00	\$ 6,000.00	\$ 6.00	\$ 1,200.00	\$ 135.00	\$ 27,000.00
1C1	6" GATE VALVE PRE-LINING INSTALLATION	EA	16	\$ 2,500.00	\$ 40,000.00	\$ 15,600.00	\$ 249,600.00	\$ 8,000.00	\$ 128,000.00
1C2	8" GATE VALVE PRE-LINING INSTALLATION	EA	12	\$ 2,500.00	\$ 30,000.00	\$ 17,150.00	\$ 205,800.00	\$ 9,000.00	\$ 108,000.00
1C3	6" GATE VALVE POST-LINING INSTALLATION	EA	10	\$ 2,500.00	\$ 25,000.00	\$ 15,600.00	\$ 156,000.00	\$ 2,700.00	\$ 27,000.00
1C4	8" GATE VALVE POST-LINING INSTALLATION	EA	10	\$ 2,500.00	\$ 25,000.00	\$ 17,150.00	\$ 171,500.00	\$ 3,400.00	\$ 34,000.00
1C5	6" BENDS	EA	24	\$ 500.00	\$ 12,000.00	\$ 110.00	\$ 2,640.00	\$ 550.00	\$ 13,200.00
1C6	8" BENDS	EA	24	\$ 500.00	\$ 12,000.00	\$ 160.00	\$ 3,840.00	\$ 600.00	\$ 14,400.00
1C7	3/3" CURB STOP REPLACEMENT	EA	40	\$ 1,500.00	\$ 60,000.00	\$ 1,500.00	\$ 60,000.00	\$ 2,000.00	\$ 80,000.00
1D1	TEMPORARY 4" DIA. WATERMAIN	LF	49,000	\$ 15.00	\$ 735,000.00	\$ 1.50	\$ 73,500.00	\$ 15.00	\$ 735,000.00
1D2	TEMPORARY 3/4" DIA. WATER SERVICE	EA	280	\$ 200.00	\$ 56,000.00	\$ 900.00	\$ 252,000.00	\$ 300.00	\$ 84,000.00
1E	PIPE CLEANING	LF	24,000	\$ 15.00	\$ 360,000.00	\$ 35.00	\$ 840,000.00	\$ 25.00	\$ 600,000.00
1F1	PRE-LINING CCTV PIPELINE INSPECTION	LF	24,000	\$ 2.00	\$ 48,000.00	\$ 1.50	\$ 36,000.00	\$ 4.50	\$ 108,000.00
1F2	POST-LINING CCTV PIPELINE INSPECTION	LF	24,000	\$ 2.00	\$ 48,000.00	\$ 1.50	\$ 36,000.00	\$ 4.50	\$ 108,000.00
2	LOCATION OF EXISTING UTILITIES	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 125,000.00	\$ 125,000.00
3	TEST PITS	EA	75	\$ 2,000.00	\$ 150,000.00	\$ 100.00	\$ 7,500.00	\$ 1,500.00	\$ 112,500.00
4A	CLASS "B" CONCRETE	CY	100	\$ 250.00	\$ 25,000.00	\$ 150.00	\$ 15,000.00	\$ 430.00	\$ 43,000.00
4B	CONCRETE SIDEWALKS	SF	50	\$ 50.00	\$ 2,500.00	\$ 35.00	\$ 1,750.00	\$ 60.00	\$ 3,000.00
4C	CONCRETE CURBS	LF	100	\$ 50.00	\$ 5,000.00	\$ 80.00	\$ 8,000.00	\$ 120.00	\$ 12,000.00
4D	K-CRETE BACKFILL	CY	50	\$ 250.00	\$ 12,500.00	\$ 200.00	\$ 10,000.00	\$ 400.00	\$ 20,000.00
5A	4" ASPHALT BINDER COURSE	SY	500	\$ 100.00	\$ 50,000.00	\$ 80.00	\$ 40,000.00	\$ 200.00	\$ 100,000.00
5B	2" ASPHALT BINDER COURSE	SY	500	\$ 100.00	\$ 50,000.00	\$ 100.00	\$ 50,000.00	\$ 100.00	\$ 50,000.00
5C	ASPHALT CONCRETE CURB	LF	500	\$ 10.00	\$ 5,000.00	\$ 55.00	\$ 27,500.00	\$ 65.00	\$ 32,500.00
6	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 245,000.00	\$ 245,000.00	\$ 450,000.00	\$ 450,000.00	\$ 150,000.00	\$ 150,000.00
7	INSTALLATION AND MAINTENANCE OF TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 4,170.00	\$ 4,170.00	\$ 77,000.00	\$ 77,000.00
8	VEGETATED SURFACE RESTORATION	SY	50	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 65.00	\$ 3,250.00
9	EXTRA EARTH EXCAVATION	CY	50	\$ 100.00	\$ 5,000.00	\$ 10.00	\$ 500.00	\$ 250.00	\$ 12,500.00
10	EXTRA FOUNDATION STONE	CY	100	\$ 50.00	\$ 5,000.00	\$ 10.00	\$ 1,000.00	\$ 125.00	\$ 12,500.00
11	EXTRA SELECT BACKFILL	CY	100	\$ 50.00	\$ 5,000.00	\$ 10.00	\$ 1,000.00	\$ 100.00	\$ 10,000.00
12	EXTRA TRACKING PAD	SY	100	\$ 25.00	\$ 2,500.00	\$ 40.00	\$ 4,000.00	\$ 150.00	\$ 15,000.00
BASE BID TOTAL					\$ 3,040,900.00		\$ 3,232,940.00		\$ 4,195,850.00
ALTERNATE									
13	8" FLEXIBLE MULTI-LAYER PRESSURE LINER FROM EVERETT TANK TO OLD ROUTE 6	LF	2,100	\$ 53.00	\$ 111,300.00	\$ 63.62	\$ 133,602.00	\$ 1.00	\$ 2,100.00
TOTAL AMOUNT BID					\$ 3,152,200.00		\$ 3,366,542.00		\$ 4,197,950.00

ATTACHMENT B
CONTRACTOR REFERENCE SHEETS

BIDDER NO. 1

Michels Pipe Services

DATE: 2/25/21

NAME OF CONTRACTOR: MICHELS (HEITKAMP)

NAME OF REFERENCE: RON GAINER

TYPE OF PROJECT: RELINE 10" DISTRIBUTION MAINS IN COLD SPRING
± 2 MILLION DOLLAR PROJECT.

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	(10)	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	(10)	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	(10)	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	(10)	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	(10)	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	(10)	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	(10)	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	(10)	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	(10)	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	(10)	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION:

Very good contractor to work with. Moved project along, timely, no issues w/ change orders or extras. THEY WERE LOW BID. NOTHING BAD TO SAY ABOUT THEM + WOULD WORK W/ THEM AGAIN.

DATE: 2/25/21

NAME OF CONTRACTOR: MICHELS

NAME OF REFERENCE: ADAM WIEDERHOEFT, ENG. CITY OF MADISON WI

TYPE OF PROJECT: WATER MAIN RELINE JOBS. 10K' Residential, 3K' commercial

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 93/10 9.3

HE WAS IMPRESSED WITH THEIR TEMP. BYPASS WHILE RELINING. TEMP WAS VISUALLY NICE, DID A GOOD JOB @ KEEPING PEOPLE HAPPY. HE SAID THEY WON CONTRACTOR OF THE YEAR IN WI FOR THEIR RELINING JOBS. WOULD LOVE TO WORK WITH THEM AGAIN. MICHELS ISNT TYPICALLY LOW BID IN MADISON. HE SAID THEY ARE VERY REASONABLE W/ CHANGE ORDERS + EXTRAS.

DATE: 2/23/21

NAME OF CONTRACTOR: MICHELS

NAME OF REFERENCE: DAN O'CONNOR CRATON ON HUDSON

TYPE OF PROJECT: VARIOUS WATER MAIN REPLACEMENTS & LININGS

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 100

Really good company, very cooperative, no
issues w/ change orders. Only complaint is
that it is more cooperate. SAID HE WOULD WORK
W/ THEM AGAIN IN A HEARTBEAT.

DATE: 2/23/21

NAME OF CONTRACTOR: MICHELS

NAME OF REFERENCE: DAN PELUSO - VILLAGE OF SLEEPY HOLLOW

TYPE OF PROJECT: 3000 LF CLEAN + LINE W.M.

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 9.8

GREAT TO WORK WITH, QUALITY OF WORK IS GOOD, THEY HAD SOME INSTANCES WHERE THEY HAD TO COME BACK + REPAUS DUE TO TRENCHES SETTLING BUT RATED THEM A SOLID 9/10. NO ISSUES W/ CHANGE ORDERS.

DATE: 2/23/21

NAME OF CONTRACTOR: MICHEL'S

NAME OF REFERENCE: TERRY LATIF I - City of Waterbury ^{Dep.} water

TYPE OF PROJECT: Clean + Cement line 6" and 8" W/M - ~~W/M~~
8,490LF

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 10

Communication is great, no one better for this work. Always low bid, you never have to worry with them. They do all work in house, no issue with change orders.

DATE: 2/23/21

NAME OF CONTRACTOR: MICHELS

NAME OF REFERENCE: PHIL LIVINGSTON, IHC CONSTRUCTION

TYPE OF PROJECT: REHAB ~~2195'~~ 2195' of 12" CIPP WATER LINE

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 9.9

TIMELY, WELL ORGANIZED, LOVED WORKING WITH THEM. THEY ARE USUALLY LOW BID BUT THEY CHOSE THEM WHEN THEY WERENT LOW BID BECAUSE THEY ARE GREAT TO WORK WITH. EXTRAS, NO PROBLEM.

BIDDER NO. 2

J. Fletcher Creamer & Son

DATE: 2/24/21

NAME OF CONTRACTOR: J. FLETCHER CREAMER

NAME OF REFERENCE: RICHARD HAYTAS, CHIEF ENGINEER (201)9548463
JERSEY CITY MUA

TYPE OF PROJECT: Replaced up to 36" WM, 72" sewer, Relined 3,200' of 52" concrete pipe, Force mains etc.

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: Σ 16

25 yrs @ MUA, HE SAYS CREAMER IS ONE OF THE BEST.
ALWAYS ON SCHEDULE + COOPERATIVE. HE'S NEVER HAD
A CHANGE ORDER W/ THEM. LAST 10 JOBS THEY SENT OUT
TO BID, CREAMER WON 6. OVERALL LOVED CREAMER + QUALITY
OF WORK.

DATE: 2/24/21

NAME OF CONTRACTOR: J. FLETCHER CREAMER

NAME OF REFERENCE: CHRIS VOLLERS, VOLLERS EXCAVATING + CONSTR.

TYPE OF PROJECT: HEAVY + HIGHWAY, GAS MAINS, WATER MAINS

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 10

WORKED ALONGSIDE FOR DECADES, SAID THEY DO GREAT WORK + ARE COOPERATIVE. COULDN'T SPEAK TO CHANGE ORDERS, EXTRAS, LOW BIDS B/C THEY WORK ALONGSIDE RATHER THAN EMPLOY THEM. ~~HE~~ HAS NOTHING NEGATIVE TO SAY ABOUT THEM

DATE: 2/24/21

NAME OF CONTRACTOR: J. FLETCHER CREAMER

NAME OF REFERENCE: JAMES BARBATO, AQUA NJ

TYPE OF PROJECT: WM Replacements, no lining

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION: 9.7

Very good company, would absolutely work w/ them again. Cooperative, quality of work was excellent. Some extras for job but he said they were reasonable. Creamer hasn't lined a pipe w/ them but ~~new~~ new main was done well & on time.

DATE: 2/24/21

NAME OF CONTRACTOR: Creamer

NAME OF REFERENCE: Michael Pointing, American Water Shared Service

TYPE OF PROJECT: WM Replacement, New main

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

9.7

OVERALL EVALUATION:

15 years w/ them. generally very organized.
FOR THE MOST PART, MET DEADLINES. REASONABLE
w/ EXTRAS + CHANGE ORDERS. WOULD HIRE
THEM AGAIN FOR THE NEXT WATER JOB.

BIDDER NO. 3

Mainlining America

DATE: 2/24/21

NAME OF CONTRACTOR: Maintaining America

NAME OF REFERENCE: Cory Placek

TYPE OF PROJECT: 1,802 LF cement mortar lining of 30" Watermain

	SUPERIOR	GOOD							POOR	
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

9.2

OVERALL EVALUATION:

Work was completed on-time within budget.

Would meet with Project Manager over the phone.

Very cooperative.

DATE: 2/24/21

NAME OF CONTRACTOR: Maintaining America

NAME OF REFERENCE: Kenny Treadway

TYPE OF PROJECT: 20,139 LF of epoxy lining of 6", 8", & 12" watermain

	SUPERIOR			GOOD				POOR		
QUALITY OF WORK:	10	9	8	(7)	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	(7)	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	(7)	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	(8)	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	(3)	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	(4)	3	2	1
WERE THEY LOW BID?	(10)	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	(4)	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	(4)	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	(7)	6	5	4	3	2	1

6.5

OVERALL EVALUATION:

Good company. Recent change in Management
resulting in new contracts. Occasional complaints
with pay. Makeshift crews.

DATE: 2/25/21

NAME OF CONTRACTOR: MAINLINING AMERICA

NAME OF REFERENCE: STEVE DRAKE, ENGINEER, OCWA

TYPE OF PROJECT: WATERMAIN RELINE - 3,000 LF 8" MAIN

	SUPERIOR				GOOD				POOR	
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
SHOP DRAWING SUBMITTALS:	10	9	8	7	6	5	4	3	2	1
WERE THEY LOW BID?	10	9	8	7	6	5	4	3	2	1
SUBMISSION OF EXTRAS:	10	9	8	7	6	5	4	3	2	1
AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION:

Last year was first time using them for lining.
Temp mains hit/run over, quick response to fix.
Any issues, they talked it over + it was good.
Video pipe (x2) due to an unforeseen issue,
paid them for 2nd video. Very cooperative
& do good work. would use them again.

DATE: _____

NAME OF CONTRACTOR: Mainlining America

NAME OF REFERENCE: Tom Wood

TYPE OF PROJECT: 7308 LF of Clean & Structurally line 8", 6", & 12" watermain

	SUPERIOR				GOOD					POOR
QUALITY OF WORK:	10	9	8	7	6	5	4	3	2	1
STAFF/SUBCONTRACTING:	10	9	8	7	6	5	4	3	2	1
ALL WORK IAW APPROVALS:	10	9	8	7	6	5	4	3	2	1
MEETING SCHEDULES:	10	9	8	7	6	5	4	3	2	1
QUALITY & EXP OF ASSIGNED PERSONNEL:	10	9	8	7	6	5	4	3	2	1
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AGREEABILITY ON CHANGE ORDERS:	10	9	8	7	6	5	4	3	2	1
GENERAL COOPERATIVENESS:	10	9	8	7	6	5	4	3	2	1

OVERALL EVALUATION:

20 years of Hire, Very Responsive, Same guys on
crews. Supers, Foreman, and management billing day to day.
Change orders, extras, no Issues. Lowest Bidder.

J. ROBERT FOLCHETTI & ASSOCIATES, L.L.C.

CIVIL / ENVIRONMENTAL ENGINEERS

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