

MICHAEL S. CAZZARI
Town Supervisor

ROBERT F. SCHANIL, JR.
Town Councilman
Deputy Supervisor

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

TOWN OF CARMEL
TOWN HALL



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

ANN SPOFFORD
Town Clerk

KATHLEEN KRAUS
Receiver of Taxes

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

TOWN BOARD WORK SESSION
Wednesday, July 13, 2022 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

Town Board Work Session:

- **Public Comment Three (3) Minutes Agenda Items Only**
 - **Review of Town Board Minutes June 15, 2022, July 1, 6, 2022**
- 1. Alan Kassay, Partner, PKF O'Connor Davies, Accountants and Advisors– Review of the Annual Comprehensive Financial Report – Fiscal Year Ending 12/31/2021
- 2. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for Smoke Testing CSD#5
- 3. Richard Franzetti, PE, Town Engineer – Consider Request to Acknowledge Emergency Repairs/Services CSD#7
- 4. Richard Franzetti, PE, Town Engineer – Consider Request to Award Bid for Installation of Network Access Control Systems - Town of Carmel Police Department
- 5. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Change Order #1 to Contract C268-Town Wide Water Tank Rehabilitation and Installation for CWD #s 2,3,8 and 14 (net increase \$26,425.69)
- 6. Richard Franzetti, PE, Town Engineer Consider Request to Authorize Change Order #2 to Contract C268 Town Wide Water Tank Rehabilitation and Installation for CWD #s 2,3,8 and 14 (no cost)
- 7. Richard Franzetti, PE, Town Engineer Consider Request to Authorize Change Order #2 to Contract C275 - CSD#2 Bar Screen & Grit Classifier (no cost)
- 8. Supervisor M. Cazzari – Consider Authorizing Entering into Agreement with Mahopac Central School District (MCSD) for the Temporary Use of Lakeview Elementary School Parking Lot
- 9. Supervisor M. Cazzari – Consider Authorizing Memorandum of Understanding with the Mahopac Central School District for One Year Extension Expiring June 30, 2023

- **Town Board Comments**
- **Motion to Move into Executive Session**

Executive Session:

1. Police Chief Anthony Hoffmann – Personnel
 - **Motion to Adjourn Meeting**

Town of Carmel, New York Report to the Town Board December 31, 2021

**KNOW
GREATER
VALUE**

Alan Kassay, Partner

July 13, 2022



Agenda

Audit Results – PKF O’Connor Davies Opinion on Financial Statements

- Fund Balance - General Fund Retrospective
- General Fund - Budget to Actual Summary
- General Fund - Budget to Actual - Revenues
- General Fund - Budget to Actual – Expenditures
- Other Town Funds – Summary
- Summary - Closing Points

Audit Results

We have completed our audit of the 2021 financial statements of the Town of Carmel in accordance with auditing standards generally accepted in the United States of America. The objective of our audit was to **obtain reasonable assurance** about whether these financial statements **are free of material misstatement**. As part of the scope of our work, we reviewed management's accounting estimates and the accounting treatment afforded to all significant accounting matters.

Audit Scope

Our audit approach was directed at the evaluation of all significant aspects of the Town's operations **to reduce audit risks to an acceptable level**. **Our primary focus** was not on individual transactions and balances but **on the financial statements we are opining on taken as a whole**. We are satisfied that the scope of our audit was sufficient to enable us to express our opinion on these financial statements.

We have issued an unmodified (clean) opinion relating to the Town of Carmel as of December 31, 2021 and for the year then ended.

Fund Balance – General Fund Retrospective

	Increase (Decrease) 2021 vs 2020	2021	2020	2019	2018
<i>Nonspendable -</i>					
Prepaid expenditures	\$ 82,340	\$ 465,418	\$ 383,078	\$ 382,894	\$ 371,705
<i>Restricted -</i>					
Retirement	-	200,000	200,000	200,000	200,000
Employee benefit accrued liability	-	1,815,000	1,815,000	1,815,000	1,785,000
	-	2,015,000	2,015,000	2,015,000	1,985,000
<i>Committed -</i>					
Future budgets	-	400,000	400,000	400,000	400,000
Capital projects	1,000,000	3,000,000	2,000,000	2,000,000	1,500,000
Vehicle purchases	-	150,000	150,000	150,000	150,000
Improvements	152,363	977,560	825,197	547,344	-
	1,152,363	4,527,560	3,375,197	3,097,344	2,050,000
<i>Assigned</i>					
Purchases on order	102,697	224,271	121,574	315,480	500,516
Subsequent year's expenditures	365,000	475,000	110,000	360,000	230,000
Tax certiorari	100,000	1,170,000	1,070,000	1,070,000	770,000
	567,697	1,869,271	1,301,574	1,745,480	1,500,516
Unassigned	159,983	3,551,150	3,391,167	2,633,978	3,089,838
Total Fund Balances	\$ 1,962,383	\$ 12,428,399	\$ 10,466,016	\$ 9,874,696	\$ 8,997,059

General Fund – Budget to Actual Summary

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>		<u>Variance with Final Budget Positive (Negative)</u>
Total Revenues	\$ 21,105,312	\$ 21,158,623	\$ 22,569,533	1	\$ 1,410,910
Total Expenditures	<u>20,281,886</u>	<u>21,466,973</u>	<u>19,013,224</u>	2	<u>2,453,749</u>
Excess (Deficiency) of Revenues Over Expenditures	823,426	(308,350)	3,556,309		3,864,659
Total Other Financing Sources (Uses)	<u>(1,055,000)</u>	<u>(1,715,500)</u>	<u>(1,715,500)</u>	3	<u>-</u>
Net Change in Fund Balance	(231,574)	(2,023,850)	1,840,809		3,864,659
Fund Balance - Beginning of Year	<u>231,574</u>	<u>2,023,850</u>	<u>10,587,590</u>		<u>8,563,740</u>
Fund Balance - End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,428,399</u>		<u>\$ 12,428,399</u>

1 - Actual revenues increased by 6%, \$1,302,337 over the prior year.

2 - Actual expenditures increased by 1.9%, \$370,001, over the prior year.

3 - Transfers out: Highway Fund (\$240,000), Capital Projects Fund (\$60,500), Debt Service Fund (\$1,435,000); .
Transfers in: Special Purpose Fund, \$20,000.

General Fund – Budget to Actual Revenues

REVENUES	Budget		Actual	Variance with Final Budget (Negative)
	Original	Final		
Real Property Taxes	\$ 15,950,900	\$ 15,950,900	\$ 15,950,900	\$ -
Other Tax Items	120,250	120,250	109,175	(11,075)
Non-property Taxes	800,000	800,000	734,110	(65,890)
Departmental Income	1,523,200	1,534,825	1,590,614	55,789 1
Use of Money and Property	145,000	145,000	82,256	(62,744)
Licenses and Permits	722,500	722,500	983,493	260,993 2
Fines and Forfeitures	125,000	125,000	148,245	23,245
Sale of Property and Compensation for Loss	5,100	15,586	122,281	106,695
Interfund Revenues	80,000	80,000	88,721	8,721
State Aid	1,356,362	1,362,562	2,296,591	934,029 3
Federal Aid	-	25,000	8,579	(16,421)
Miscellaneous	277,000	277,000	454,568	177,568
Transfers In	20,000	20,000	20,000	-
Total Revenues	\$ 21,125,312	\$ 21,178,623	\$ 22,589,533	\$ 1,410,910

Overall Revenues increased by \$1,302,337, 6%, compared to 2020.

1-Departmental income increased by \$294,462; Police Fees.

2-Licenses and permits increased by \$396,532; Bulidling, zoning and sanitation fees.

3-State aid increased by \$733,052; Mortgage tax

General Fund – Budget to Actual Expenditures

	Budget		Actual	Variance with Final Budget - Positive (Negative)	
	Original	Final			
EXPENDITURES					
Current:					
General Government Support	\$ 6,046,975	\$ 6,614,354	\$ 5,610,137	\$ 1,004,217	1
Public Safety	10,895,838	11,227,497	10,333,355	894,142	2
Health	24,260	24,260	24,222	38	
Transportation	784,183	803,031	761,771	41,260	
Culture and Recreation	2,007,172	2,234,923	1,798,040	436,883	3
Home and Community Services	523,458	562,908	485,699	77,209	
Transfers Out	1,075,000	1,735,500	1,735,500	-	
Total Expenditures	21,356,886	23,202,473	20,748,724	2,453,749	
Net Change in Fund Balance	(231,574)	(2,023,850)	1,840,809	3,864,659	
FUND BALANCE					
Beginning of Year	231,574	2,023,850	10,587,590	8,563,740	
End of Year	\$ -	\$ -	\$ 12,428,399	\$ 12,428,399	

Actual expenditures increased by less than 2% compared to 2020.

1 - General Government Support, Positive variance - Spread throughout, Contingency \$358,376.

2 - Police, Positive variance - Police \$844,156.

3 - Culture and Recreation, Positive variance - Parks \$414,461.

Other Town Funds Summary

	Highway Fund	Special Districts Fund	Debt Service Fund	Capital Projects Fund	Special Purpose Fund
Revenues	\$ 9,318,858	\$ 17,172,275	\$ 856,892	\$ 924,777	\$ 10,299
Expenditures	7,493,250	14,803,532	2,690,392	5,216,072	-
Excess of Revenue Over Expenditures	1,825,608	2,368,743	(1,833,500)	(4,291,295)	10,299
Other financing sources(uses)	(1,160,000)	(1,277,990)	2,179,010	2,009,480	(35,000)
Net Change in Fund Balance	665,608	1,090,753	345,510	(2,281,815)	(24,701)
Fund Balance (Deficit) - Beginning	2,647,519	15,126,114	3,200,900	(3,731,858)	1,040,573
Fund Balance (Deficit) - Ending	\$ 3,313,127	\$ 16,216,867	\$ 3,546,410	\$ (6,013,673)	\$ 1,015,872

Capital Projects Fund deficit is offset by BANs outstanding - \$13.7 million, the deficit will be eliminated as the BANs are paid down.

Special Districts Fund: Fund Balances

Water Districts -	\$2,158,423
Street Lighting Districts -	300,983
Sewer Districts -	2,609,790
Park Districts -	591,014
Fire Protection Districts -	8,853,444
Ambulance District -	1,320,602
Garbage Districts -	382,611

Issued an **UNMODIFIED OPINION (CLEAN)**

Received the Certificate of Achievement for Excellence in Financial Reporting - for 29 Consecutive Years

Town has maintained a:

Aa1 Rating from Moodys,

"An Obligor has VERY STRONG capacity to meet its financial commitments."

Issued Report to Those Charged With Governance - "Management Letter", No Material weaknesses noted.



www.pkfod.com

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akassay@pkfod.com

Nicholas DeSantis, Partner

ndesantis@pkfod.com

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40 Westminster Street
Suite 600
Providence, RI 02903
T: 401.621.6200

Four Corporate Drive
Suite 488
Shelton, CT 06484
T: 203.929.3535

3001 Summer Street
5th Floor East
Stamford, CT 06905
T: 203.323.2400

100 Great Meadow Road
Wethersfield, CT 06109
T: 860.257.1870

150 Presidential Way
Suite 510
Woburn, MA 01801
T: 781.937.5300

300 Tice Boulevard
Suite 315
Woodcliff Lake, NJ 07677
T: 201.712.9800

WS7/13/2022 AGENDA ITEM #2

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board

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

Date: June 29, 2022

Re: CSD# 5 Notice of Violation/Smoke Testing

On November 6, 2015 the New York State Department of Environmental Conservation (NYSDEC) issued a Notice of Violation (NOV) to the Town. The NOV cited failure to meet both concentration-based and load-based ammonia (NH₃) limits in the wastewater treatment plant (WWTP) effluent. The facility also experiences flows that exceed the WWTP permit limit.

As part of the facility upgrade that is required under the NOV this Department requested that Inframark, the contract operator for Carmel Sewer District 5 (CSD 5), obtain quotes to perform smoke testing in the collection system. The purpose of the smoke testing is to find potential points of inflow and infiltration in the public portion of the sanitary sewer system

Inframark received the following attached quotes to perform for the smoke testing:

- Dukes Root Control (Inframark) \$14,600.00
- Wind River Environmental \$16,935.00
- Inland Waters \$21,000.00

The Town Comptroller has been consulted and confirms that this work will be funded through the capital project for CSD5. The funds will be available in mid-August.

The Department recommends approval of the Dukes Root Control proposal.

May 10, 2022

Richard Franzetti, P.E. BCEE
Town of Carmel – Engineering Department
60 McAlpin Ave
Mahopac, NY 10541
rjf@ci.carmel.ny.us
845.628.1500

RE: Inframark, LLC (“Inframark”) is pleased to provide the following proposal for the Town of Carmel (the “Town”) Smoke Testing of sewers in Sewer District 5.

Scope of Work

Inframark’s subcontractor, Duke’s Root Control, Inc. to smoke test approximately 6,550 LF of sanitary sewer as shown on the provided Barton and Loguidice Carmel Sewer District #5 Map (Plan Set provided by Donna Esteves 4/28/2022). Price is a minimum for smoke testing services and if the Town can locate more footage (up to 9,000 LF total) within close proximity, this could be added at no additional charge.

Inframark, LLC Inclusions

- a) Provide “door hangers” explaining the smoke testing process to effected residents. Provide notification to Police and Fire departments including sample of resident door tag, SDS sheet for the smoke, contact information for our field supervisor and call center team.
- b) Receive and upload current GIS files for subject area. Files to be provided by the Town.
- c) Perform smoke testing and provide results in accordance with the NASSCO performance specification guidelines.
- d) Provide a crew of 3-4 operators, with a supervisor that is NASSCO certified for manholes, pipelines and laterals.
- e) Survey the test area and observing proper venting, defects with laterals and clean outs and pipeline defects including storm basins. Walking through resident front and rear yards is required to properly perform this scope.
- f) Locate defects and mark with white paint and/or flags for each observation. Pictures or videos will be taken for each observation and recorded in the database. Pictures will include unique defect ID, intensity of smoke observed, and closest address of defect.
- g) Record all defects in database format and include reports in electronic, or upon request, paper format. Defect information in the database shall include date, weather, crew, setup number, blower MH#1, blower MH#2 (if applicable), manholes impacted by survey, defect ID#, type of defect, intensity of defect, observation notes and pictures/videos. Customization of fields and attribute values may be available upon request.
- h) Upload all final data into interactive executive dashboard program. This program allows for custom filtering and printing of defects.
- i) General Provisions:
 - i) Inframark to provide project management services including project oversight, correspondence with subcontractors and the Town, scheduling, invoicing, etc.
 - ii) All site personnel shall be OSHA 10 certified at a minimum.
 - iii) Perform all scope in accordance with OSHA standards and any applicable local and state safety requirements.
 - iv) Provide any “Call (811) Before You Dig” requirements prior to breaking ground, renew as necessary.
 - v) Inframark **shall** [X] shall not [] comply with Prevailing Wage Rates.

- vi) Typical work hours of Monday-Friday 7:00am to 5:00pm are included (excluding Federal Holidays). If off hours work (nights/weekend/holidays) is required by the Town, this will be performed at a negotiated rate.
- vii) Inframark shall commence work at such time as a mutually acceptable contract or work authorization for the services set forth herein is fully executed and Notice to Proceed is issued and all insurances are in place. Work shall be performed continuously until completion unless the Town is notified in advance or unforeseen conditions are encountered.

Inframark, LLC Exclusions

- a) Inframark will provide standard traffic cones and signs. If necessary, the Town is to provide police details, flaggers or any other means of traffic control besides a standard setup.
- b) Inframark has not included any costs for bypass if necessary.
- c) The Town to provide any manhole or pipe identification information if they require it used in final report.
- d) Inframark is not responsible for the condition of the existing system. All operations will be performed in a careful and professional manner, however if a pipe, or manhole collapses due to normal activity, any cost associated with repairing the system, or retrieving any equipment will be the responsibility of the Town.
- e) Inframark will provide standard notices to residents (door hangers), any other means of outreach or communications will be by the Town.
- f) Inframark has not included any costs associated with access to manholes, e.g., easement or private property access, buried or paved over manholes, etc.
- g) Town to provide any fees associated with licenses or permits respective to this scope of work.
- h) Inframark assumes that this project will be tax exempt. Any taxes applicable to this project will be directly charged to the Town.

Inframark, LLC proposes the following pricing for the scope of services described herein:

Pricing

Item	Unit	Quantity	Unit Price	Total Price
Smoke Testing	LS	1.0	\$ 14,600.00	\$ 14,600.00
			TOTAL	\$ 14,600.00

Pricing Notes:

1. Pricing is based on the information provided by the Town of Carmel and is a minimum rate for smoke testing services. If the Town can locate more footage in close proximity (up to 9,000 LF Total), this can be performed for the same rate.
2. Payment terms are net 30, with no retainage.
3. Price does not include bonds, taxes, or permits.

We appreciate the opportunity to provide this price. If you accept this pricing and proposal, we will work to develop a Work Authorization to detail the project. This proposal and the resulting Work Authorization is contingent upon Inframark executing the appropriate agreements with the necessary subcontractor(s) and supplier(s) to provide the services as outlined herein and at the pricing levels set forth herein.

Please do not hesitate to contact me at 774.200.6544 with any questions.

Very respectfully,

Mark E. Szela

Mark E. Szela. PE

Construction Manager – East Region

Inframark, LLC.

Accepted By: _____ Date: _____

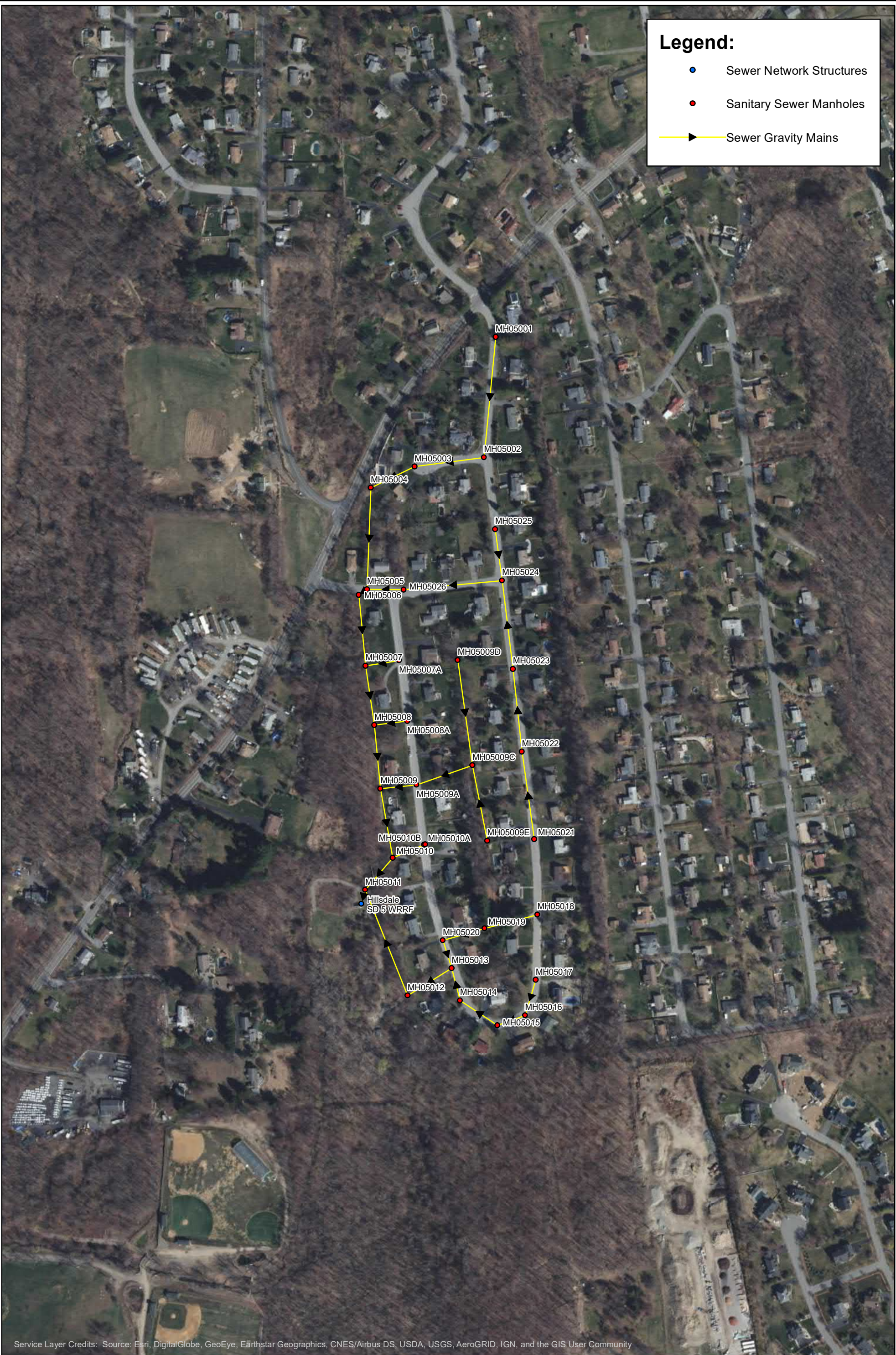
(signed)

Accepted By: _____ Title: _____.

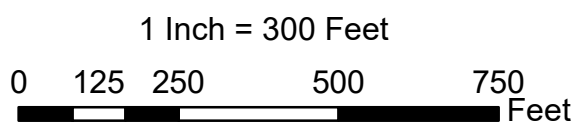
(print)

Legend:

- Sewer Network Structures
- Sanitary Sewer Manholes
- ▶ Sewer Gravity Mains



Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



DEC EFC Asset Management Pilot Program
Carmel Sewer District #5
Putnam County

December 2018

New York

Project No. 1958.001

Smoke Testing Deliverables



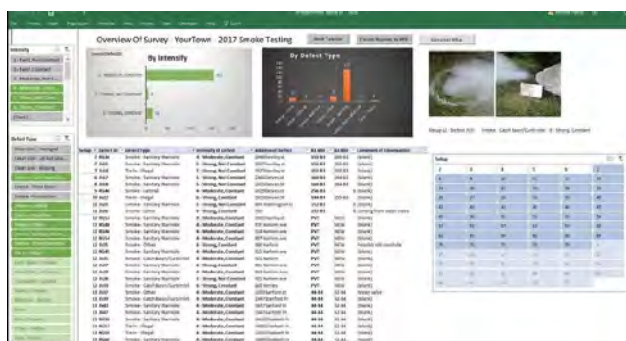
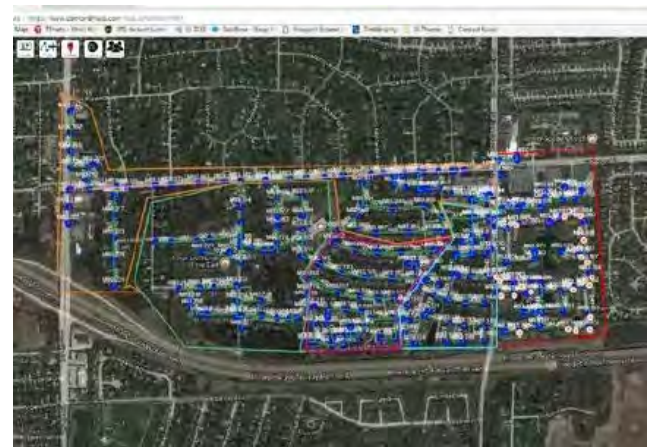
Smoke Testing Report

We record key fields including manholes tested in the line segment, type of defect, intensity and location of defect. All defects are recorded with pictures or videos and presented in report format. GPS coordinates of each defect are captured and mapped to the defect pictures.



GIS Integration and Progress Map

We upload your project information and update it in real time throughout the project and grant access to key departments such as Fire and Police. After field work is complete we upload the defect data and pictures and package it in a Geodatabase for your use in correcting the problems in the system.



Smoke Testing Analysis Program

Our analytics program allows you to custom sort and filter based on defects. You can export filtered data in a variety of formats including .PDF, .CSV and .SHP. You can print summary and detail reports from this tool as well, making it a powerful deliverable to your utility.



PROPOSAL

DATE: 6/24/2022

SERVICE PROVIDER	CUSTOMER
Wind River Environmental 131 Mariposa Rd Stanley, NC 28164 John Rakoczy C: 704-437-2689 jrakoczy@wrenvironmental.com	Inframark Carmel NY Mark Szela

Scope of Work: Smoke test approximately 6,550 LF of sanitary sewer as shown on the provided Barton and Loguidice Carmel Sewer District #5 Map (Plan Set provided by Donna Esteves 4/28/2022).

Scope of Work: Locations

ID	DESCRIPTION	QUANTITY	COST	TOTAL
		1	\$ 16,935.00	\$ 16,935.00
	Fuel Surcharge - this is a fluctuating rate based on the fuel index - current rate is - 21%			
	Note** See Below for Installation information			
				16,935.00

Signature /Title: _____

P.O.#: _____ **No PO**

Thank You for Your Business!

Note Installation Information**

Wind River warranties all work for 30 days. After the 30 days, we warranty parts according to the manufacturer warranty; in this event, **labor is charged**. All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.



June 20, 2022

INLAND WATERS, LLC.
275 Scituate Avenue
Johnston, RI 02919

Ref: Town of Carmel, New York
Smoke Testing of Approx. 6,550lf of Sanitary Sewers

Pursuant to your request, listed for your review is a pricing schedule for the above referenced services. Inland Waters Inc. (IW) will provide all the necessary equipment and manpower to attempt the above referenced services.

Project Notes:

IW to provide

- Sewer Rehab support truck equipped with confined space, and smoke testing equipment.
- OSHA certified field technician (PACP Certified).
- Provide door hangers with expected dates of service and contact information related to the services provided.
- Record all observed defects in excel format with pictures or video backup
- Misc. tools and supplies

GC to provide

- Authorized onsite representative
- Clear access to all structures
- Any bypass if necessary
- Overnight storage for vehicles and equipment if necessary
- Police details or any special traffic control requirements

Onsite Activities:

Pricing Schedule:

Item #	Description	Unit	Qty	Price	Total
1	Mobilization	EA	1	\$2,500.00	\$2,500.00
2	Smoke testing	LS	1	\$18,500.00	\$18,500.00
				TOTAL	\$21,000.00

Project Clarifications:

- IW will not be held responsible for post service pipeline structural conditions.*
- Any delays that are not directly related to IW's equipment or manpower will result in an additional Standby charge

If you have further questions or require additional information do not hesitate in contacting me direct @ 401-265-3221 or peter.hochard@inlandwatersllc.com I await your reply.

Respectfully submitted,

Peter Hochard
General Manager
Inland Waters, LLC

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: RE: 06-29-22 FW: Carmel, NY Smoke Testing Proposal
Date: Wednesday, June 29, 2022 10:35:32 AM
Attachments: [image001.png](#)

Yes, this will be funded through the capital project for CSD5. The funds will be available in mid-August.

Donna Esteves

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

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Wednesday, June 29, 2022 8:36 AM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: 06-29-22 FW: Carmel, NY Smoke Testing Proposal

Dona

Received three (3) quotes for smoke testing at CSD 5 – the low is \$14,500.00 – are there sufficient funds for this work?

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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From: Szela, Mark <Mark.Szela@inframark.com>
Sent: Wednesday, May 11, 2022 11:11 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Cc: Batz, Michael <michael.batz@inframark.com>; Cronin, Michael

<Michael.Cronin@Inframark.com>

Subject: Carmel, NY Smoke Testing Proposal

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.

Mr. Franzetti,

Attached is the proposal that you requested for smoke testing of Sewer District 5. We estimated this district to be about 6,500 LF of pipe, but this price would cover up to 9000 LF of smoke testing. That is just a minimum price for the subcontractor to mobilize a crew, create deliverables, etc.

I also wanted you to know that there is another option that this subcontractor performs called Triage. The Triage inspection is more expensive and the minimum price for mobilization would cover up to 12,500 LF, but this service would deliver a summary of 3 aspects of inspection within the target area:

- I&I Micro-detection technology in each pipe segment
- Acoustical pipe inspection at every manhole
- Digital manhole inspection at each manhole

This type of assessment provides you with a clear representation of which pipe segments or manholes are leaking, the average volume of infiltration at the identified location and the severity of any deterioration within the respective system. This gives a solid foundation for prioritizing any rehabilitation or replacement needed to most effectively reduce I&I.

If you are available late next week, we will be in the area and would be glad to stop by and discuss the proposal, your goals for this project and the options to reach those goals. Please let me know if you would like to meet and some times that you are available. If you have any other questions feel free to reach out.

Thank you,

Mark E. Szela, P.E. | Construction Manager, East Region



(M) 774.200.6544 | www.inframark.com

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board

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

Date: June 23, 2022

Re: Emergency Repairs/Services

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

- Carmel Sewer District 7 – Driveway Drain Pipe Repair

Inframark, the operators of CSD 7 advised the Engineering Department that a small sink hole on top of a 48-inch culvert pipe at the entrance to CSD 7 had expanded. The sink hole was covered by a steel plate had extended beyond the steel plate after the heavy rains in early June. This presented a significant safety concern for the workers and the sludge hauling company (EarthCare) when entering and departing the facility. This repair was deemed an emergency and Ed Kuck was directed to install a new drain pipe

Attached are invoices in the amount of \$8,601.16 and 10,734.41 7,268.80 for Kuck Excavating to repair this culvert pipe manholes. This work was performed on June 3, 6 and 8, 2022. Per the attached there is insufficient funding for this repair. A budget transfer request from the Unreserved Fund Balance to the Operating budget. The amount of the transfer request will include an estimation of funds necessary to carry the district until the end of the year.

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

Ed Kuck Excavating Inc20 Day Road
Carmel, NY 10512

INV # TOC-63-2022

CSD 7

REQ #

Vendor 0670

Tax ID - 133851002

Attention: ROB VARA, ENGINEERING
TOWN OF CARMEL**EMERGENCY 48" DRAINAGE PIPE REPAIR**

Respond as per INFRAMARK

Job Location: 35 DAHLIA DRIVE

Work Completed; DAY 1- 6/3/2022 4 HRS PW DAY 2- 6/7/2022 8 HRS PW

TOTAL HOURS 12

Job Description:**DAY 1: SET STEEL PLATE TO COVER UP HOLE , CUT TREES AND BRUSH OUT OF REPAIR AREA****DAY 2: REMOVED GATES AND FENCING, SAW CUT DRIVEWAY, LOCATED UTILITIES, STARTED REMOVING OLD DRAINAGE PIPE*****NEEDS PAVEMENT AND LAWN RESTORATION**

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55	4 HRS	\$95.00 per hour	380.00
TRACK HOE PC 120	8 HRS	\$175.00 PER HR	1400.00
Dump Truck	12 HRS	\$100.00 per hour	1200.00
Support Vehicle	Day rate DAY 2	\$155.00 PER DAY	155.00
Chop Saw	Day rate DAY 2	\$ 70.00	70.00
Jumping Jack	Day rate	\$70.00	
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	
Locater	Day rate	\$70.00	
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT	HRS X	\$276.27 PER HR	
Machine operator	12 HRS X 1 MAN	\$184.18 PER HR	2,210.16
LABORER	8 HRS X 1 MAN	\$159.30	1,274.40
Laborers	12 HRS X 1 MAN	\$159.30	1,911.60
LABORER OT		\$238.95 PER HR	
Item 4		\$47.00 per yard	
Seed		\$150.00 bag	
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
Hay		\$19.00 bag	
GRAVEL		\$50.00/YARD	
Total			8,601.16

~~Resident Engineer~~ P.E.
Town Engineer



(845) 628-1500
(845) 628-2097
Fax (845) 628-7085

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

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: C587
Location (street address): 35 Dahica Dr.
Time and Date of Main Break or Hydrant Damage: 6/3, 6/7 + 6/8 2022
Field Response:

<u>Manpower</u>	<u>HRS</u>	<u>Equipment</u>	<u>HRS</u>
<u>1 Operator</u>	<u>21</u>	<u>PC120</u>	<u>21</u>
<u>1 Laborer</u>	<u>21</u>	<u>Dump Truck</u>	<u>21</u>
<u>1 Laborer</u>	<u>17</u>		

Water Main: Size: _____ Material: _____ Depth to Main: _____

Hydrant: Manufacturer & Model: _____

Repair Materials Utilized: 48" Drainage Pipe 48" Banding Clamps

Cause of Main Break or Hydrant Damage: Drainage pipe - Rocks + boulders on top of drainage pipe caused cracks + holes
Description of Damage caused, if any: _____

Future Restoration Required:

Pavement
Lawn Area:



Sidewalk
Shrubs:



Cause of Main Break or Hydrant Damage: _____

Date Repair Completed: 6/10/22 Prepared by: [Signature]
(Printed Name)

PAYROLL

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



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR

OR SUBCONTRACTOR

ADDRESS 20 DAY ROAD CARMEL NY 10512

ED KUCK EXCAVATING INC

PAYROLL NO.
TOC 63-2022

FOR WEEK ENDING
DATE: 06/17/2022

PROJECT AND LOCATION
35 DAHLIA DRIVE AS PER INFRAMARK CSD7

PROJECT OR CONTRACT NO.
48" DRAIN PIPE REPAIR AND INSTALL

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	C.T. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				S	S	M	T	W	T	F				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
				HOURS WORKED EACH DAY															
SCOTT TOMPKINS HOLMES NY		LABORER	O									\$62.29	\$732.00						\$732.00
			S			8.00				1.00	12.00	41.53 79.47							
ED KUCK MAHOPAC NY		OPERATOR	O									\$80.70	\$1,000.20						\$1,000.20
			S			8.00				1.00	12.00	53.80 79.53							
ED KUCK MAHOPAC NY		LABORER	O																
			S									41.53 23.32							
BEN SILIDJIAN MAHOPAC, NY		LABORER	O									\$62.29	\$518.80						\$518.80
			S			8.00					8.00	41.53 23.32							
			O																
			S																
			O																
			S																
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			S																
			O																
			S																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3-5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 6/7/2022

I, EDWARD L KUCK PRESIDENT
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

ED KUCK EXCAVATING INC on the
(Contractor or Subcontractor)
TOC-63-2022; that during the payroll period commencing on the
(Building or Work)
7 day of JUNE, 2022, and ending the 7 day of JUNE, 2022

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

ED KUCK EXCAVATING INC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE
EDWARD KUCK PRESIDENT

SIGNATURE
Edward L. Kuck

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Ed Kuck Excavating Inc20 Day Road
Carmel, NY 10512

INV # TOC-64-2022

CSD7

REQ #

Vendor 0670

Tax ID - 133851002

Attention: ROB VARA, ENGINEERING
TOWN OF CARMEL**EMERGENCY 48" DRAINAGE PIPE**

Respond as per INFRAMARK

Job Location: 35 DAHLIA DRIVE

Work Completed; 6/8/2022

Start time:

End Time: 8 HRS PW – 1 HR PWOT

Job Description:**DAY 3: REMOVED REMAINING BAD DRAINAGE PIPE****INSTALLED NEW SECTION OF PIPE, BACKFILLED AND COMPACT WITH ITEM 4****NEEDS PAVEMENT AND LAWN RESTORATION**

Materials / Equipment/ Labor	Total Hrs,yds,qty	Price per yd, qty, day	Total
Track Hoe MR55		\$95.00 per hour	
PC-120	9 HRS	\$175.00 PER HR	1575.00
Dump Truck	9 HRS	\$100.00 per hour	900.00
Support Vehicle	Day rate	\$155.00 PER DAY	155.00
Chop Saw	Day rate	\$ 70.00	
Jumping Jack	Day rate	\$70.00	70.00
Plate tamper	Day rate	\$70.00	
Mud Sucker	Day rate	\$70.00	
Locater	Day rate	\$70.00	
TRASH PUMP & HOSES	DAY RATE 2 PUMPS	\$225.00 PER PUMP	450.00
Machine Hammer	Day rate	\$250.00	
Powered drill/hammer	Day rate	\$70.00	
MACHINE OPERATOR OT	1 HRS X 1 MAN	\$276.27 PER HR	276.27
Machine operator	8 HRS X 1 MAN	\$184.18 PER HR	1473.44
Laborers	8 HRS X 2 MEN	\$159.30	2548.80
LABORER OT	1 HR X 2 MEN	\$238.95 PER HR	477.90
Item 4	54 YARDS	\$52.00 per yard	2808.00
Seed		\$150.00 bag	
Top soil		\$50.00	
Blacktop		\$151.00 per ton	
SHORING BOX		\$500.00	
Hay		\$19.00 bag	
GRAVEL		\$50.00/YARD	
Total			10,734.41

~~Resident Engineer~~ P.E.
Town Engineer



(845) 628-1500
(845) 628-2097
Fax (845) 628-7085

Office of the Town Engineer
50 Adalpin Avenue
Mahopac, New York 10541

WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: C587

Location (street address): 3517 Highway 28

Time and Date of Main Break or Hydrant Damage: 6/3, 6/7 + 6/8 2008

Field Response:

<u>Mandpower</u>	<u>HRS</u>	<u>Equipment</u>	<u>HRS</u>
<u>1 Operator</u>	<u>21</u>	<u>PC120</u>	<u>21</u>
<u>1 Laborer</u>	<u>21</u>	<u>Dump Truck</u>	<u>21</u>
<u>1 Laborer</u>	<u>17</u>		

Water Main: Size: _____ Material: _____ Depth to Main: _____

Hydrant: Manufacturer & Model: _____

Repair Materials Utilized: 48" drainage pipe 48" Banding Clamps

Cause of ^{DRAINAGE PIPE} Main Break or Hydrant Damage: Rocks + boulders on top of drainage pipe caused cracks + holes

Description of Damage caused, if any: _____

Future Restoration Required:

Pavement
Lawn Area:



Sidewalk
Shrubs:



Cause of Main Break or Hydrant Damage: _____

Date Repair Completed: 6/16/08 Prepared by: [Signature]
(Printed Name)

PAYROLL

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



U.S. Wage and Hour Division

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 20 DAY ROAD CARMEL NY 10512
 ED KUCK EXCAVATING INC OMB No.: 1235-0008 Expires: 04/30/2021

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.
 TOC 64-2022 06/10/2022 35 DAHLIA DRIVE AS PER INFRAMARK CSD7 48" DRAIN PIPE REPAIR AND INSTALL

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			OT OR ST.	S	S	M	T	W	T				F	FICA	WITH- HOLDING TAX	TOTAL	OTHER		TOTAL DEDUCTIONS
				64	65	66	67	68	69				610						
SCOTT TOMPKINS HOLMES NY		LABORER	O					0.5			1.00	\$62.29	569.76						
			S							8.00	11.53	19.17							
ED KUCK MAHOPAC NY		OPERATOR	O					0.5			1.00	\$80.70	777.05						
			S							8.00	53.80	29.55							
ED KUCK MAHOPAC NY		LABORER	O										604.41						
			S								0.53	23.32							
BEN SILIDJIAN MAHOPAC, NY		LABORER	O								1.00	\$62.29	604.41						
			S							8.00	11.53	23.32							
			O																
			S																
			O																
			S																
			O																
			S																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a), The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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Date 6/8/2022

I, EDWARD L KUCK PRESIDENT
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

ED KUCK EXCAVATING INC

(Contractor or Subcontractor) on the

TOC-64-2022

(Building or Work) that during the payroll period commencing on the

8 day of JUNE, 2022, and ending the 8 day of JUNE, 2022,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

ED KUCK EXCAVATING INC

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 78 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS


NAME AND TITLE EDWARD KUCK PRESIDENT	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

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 name: Kuck Excavating

Nature of emergency: Drainage Pipe Repair

Estimated cost: See attached


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: _____



From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: RE: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22
Date: Thursday, June 23, 2022 4:16:08 PM

Rich,

There is insufficient funding for this repair. I will be submitting a budget transfer request from the Unreserved Fund Balance to the Operating budget. The amount of the transfer request will include an estimation of funds necessary to carry the district until the end of the year.

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

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Thursday, June 23, 2022 3:31 PM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: RE: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22

Donna

Is there sufficient funding?

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

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

From: Esteves, Donna <de@ci.carmel.ny.us>
Sent: Tuesday, June 21, 2022 3:24 PM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Subject: FW: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22

From: Esteves,Donna <>

Sent: Tuesday, June 21, 2022 10:07 AM

To: Franzetti,Richard <rjf@ci.carmel.ny.us>

Subject: FW: 06-21-22 ~ CWD #7 ~ TOC 064-22 and TOC 063-22

Rich,

Just got this invoice as well. Total cost for this repair is \$19,335.57.

Donna Esteves

Town of Carmel ~ Engineering Department

60 Mc Alpin Ave

Mahopac, NY 10541

845-628-1500 ext. 184

From: Esteves,Donna <>

Sent: Tuesday, June 21, 2022 9:59 AM

To: Franzetti,Richard <rjf@ci.carmel.ny.us>

Subject: 06-21-22 ~ CWD #7 ~ TOC 064-22

Rich,

Please see attached invoice from Kuck for the emergency drainage repair at the CSD7 plant. This will require acknowledgement from the Board.

Thanks,

Donna Esteves

Town of Carmel ~ Engineering Department

60 Mc Alpin Ave

Mahopac, NY 10541

845-628-1500 ext. 184

WS7/13/2022 AGENDA ITEM #4

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board

CC: Chief Anthony Hoffman
Lieutenant John Dearman

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

Date: June 23, 2022

Re: C280 – Improvements at Town Hall

As provided in the attached resolution the Engineering Department advertised bids for the referenced project on July 21, 2021. Bids were received and opened by the Town Clerk, on June 16, 2022 at 11:00 AM. A copy of the bid opening results is attached, indicating five (5) bids received.

All bids have been tabulated and verified and no irregularities were found. The lowest bidder is DAS Parking Services, LLC. Since DAS is a contractor that has not performed worked for the Town before, this Department checked references (see attached intake forms). Based upon these references, we recommend that the project be awarded to DAS for the lump sum price of \$46,850.00.

This project is being funded by a reimbursable grant from the New York State Division of Homeland Security and Emergency Services. The allocated funding from the grant is \$50,000.00, therefore sufficient funds exist for the project.

I respectfully request that this matter be placed on the next available work session for discussion.

RESOLUTION AUTHORIZING ADVERTISEMENT FOR BIDS

RESOLVED that, pursuant to the request of Lt. John R. Dearman, Jr. the Town Board of the Town of Carmel hereby authorizes Town Clerk Ann Spofford to advertise for bids for installation of Network Access Control Systems in the Town of Carmel Police Department and Town Hall; and

BE IT FURTHER RESOLVED that Lt. John R. Dearman and Town Engineer Richard J. Franzetti, P.E. are to furnish detailed specifications for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: Councilman Barile

Seconded by: Councilman Lombardi

<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>

S
E
A
L

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 **21st** day of **July, 2021**; and of the whole thereof.

July 22, 2021
Dated

Ann Spofford
Ann Spofford, Town Clerk

C-280 Supply and Installation of Control Access Systems at Carmel Town Hall

Bid Opening: June 16, 2022 @ 11:00 AM

	Bidder Name/Address	Total Bid Amount	Bid Bond/ Certified Check	NCBC	Receipt of Addendum Ackn.
Bidder #1	FirstLine Locksmith LLC 2277 Highway 33 Suite 406 Hamilton, NJ 08690	72,800.00	✓	✓	4
Bidder #2	DAS Parking Systems, LLC 12 Darci Drive Hopewell Junction, N.Y. 12533	46,850.00	✓	✓	4* *Four Separate Addendum Included with Bid 6-16-2022 aw
Bidder #3	Blue Dragon Connections P.O. Box 322 Storhville, N.Y. 12582	52,000.00	Check	✓	4
Bidder #4	Ess Inc. 250 Clearbrook Road Elmsford, NY 10523	68,937.15	✓	✓	4

C-280 Supply and Installation of Control Access Systems at Carmel Town Hall

Bid Opening: June 16, 2022 @ 11:00 AM

	Bidder Name/Address	Total Bid Amount	Bid Bond/ Certified Check	NCBC	Receipt of Addendum Ackn.
Bidder #5	Linstar 430 Lawrence Bell Drive Buffalo, NY 14221	47,670.70	✓	✓	4
Bidder #6					
Bidder #7					
Bidder #8					

INTERVIEW INTAKE FORM- TOWN HALL IMPROVEMENTS

C 280

TOWN OF CARMEL

SUBJECT: Town Hall Improvements – DAS Parking
NAME OF PERSON INTERVIEWED: Alfred Will, Facilities Manager
NAME OF MUNICIPALITY/BUSINESS: Maryknoll Sisters
DATE INTERVIEW CONDUCTED: 6/23/2022
PERSON CONDUCTING INVTERVIEW: RV

Performance:

1. What work did they perform for you? Fire Systems/ Card Access/Cameras
2. How long have you used them? 6-7 years
3. Were you satisfied with work performed? Yes
4. Do you currently use them or use them again in the future? He is not involved anymore with these matters.

He Always contacts DAS whenever he is expanding access readers or cameras. Company is very reliable and puts in a great effort.

INTERVIEW INTAKE FORM- TOWN HALL IMPROVEMENTS

C 280

TOWN OF CARMEL

SUBJECT: Town Hall Improvments– DAS Parking
NAME OF PERSON INTERVIEWED: Daren Lolkema
NAME OF MUNICIPALITY/BUSINESS: Wappingers Central School District
DATE INTERVIEW CONDUCTED: 6/23/2022
PERSON CONDUCTING INVTERVIEW: RV

Performance:

1. What work did they perform for you? Installation of cameras and special security features, including major projects across all fifteen buildings, which include 650 cameras.
2. How long have you used them? Yes for some time
3. Were you satisfied with work performed? Yes
4. Do you currently use them or use them again in the future? He is not involved anymore with these matters.

DAS is the first company he would call for any future work.

INTERVIEW INTAKE FORM- TOWN HALL IMPROVEMENTS

C 280

TOWN OF CARMEL

SUBJECT: Town Hall Improvements– DAS Parking
NAME OF PERSON INTERVIEWED: Carlos Castillo, Building Maintenance Foreman
NAME OF MUNICIPALITY/BUSINESS: City of Peekskill
DATE INTERVIEW CONDUCTED: 6/23/2022
PERSON CONDUCTING INVTERVIEW: RV

Performance:

1. What work did they perform for you? Access card readers at City Hall and auto gates a garages
2. How long have you used them? Four years
3. Were you satisfied with work performed? Yes
4. Do you currently use them or use them again in the future? He is not involved anymore with these matters.

He is waiting on another quote for another job from DAS. He would absolutely use them in the future.

WS7/13/2022 AGENDA ITEM #5

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: July 6, 2022

Cc: M. Maxwell, Comptroller

Re: Change Order #1- Contract C268 – Town Wide Water Tank Rehabilitation and Installation CWD 2, 3, 8 and 14

Contract C268, the Town Wide Water Tank Rehabilitation and Installation CWD 2, 3, 8 and 14, was awarded to Arold Construction on September 16, 2021. Work under the contract is currently underway. The reason for this change order is as follows:

- CWD #2 - Additional Rock Excavation. Excessive rock was encountered during excavation of the ring wall.
- CWD #8 - Replace the 20hp VFP with a 25hp VFD at the water treatment plant to account for larger pump that was installed after the project was bid and awarded.
- CWD #14 -
 - Replacement of 8-inch DIP materials with 6-inch materials; Explorative excavation discovered a different pipe size than expected.
 - Add three (3) 6-inch gate valves; Add 3 gate valves to system to provide additional isolation
 - Relocate transducer vault and yard hydrant; a precast concrete transducer vault, and yard hydrant for sampling, as requested by the system operator.

The project was awarded as a unit price project. The contract prices and cost for the additional are provided in the following table:

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

G:\Engineering\Contracts and RFPs\C268 - Townwide Water Storage Tank Rehab and New Tank (Glass)\Change Order\CO 1\07-06-22 C268 Change Order # 1 .doc

Change Order 1 Summary Table

District	Previous Contract Total	Net Increase of CO1	New Total Contract per District
CWD #2	\$1,123,000.00	\$9,076.00	\$1,132,076.00
CWD #3	\$332,400.00	-	\$332,400.00
CWD #8	\$688,000.00	\$2,082.00	\$690,082.00
CWD #14	\$481,450.00	\$15,267.99	\$496,717.99
Total	\$2,624,850.00	\$26,425.99	\$2,651,275.99

Per the comptroller there are sufficient funds in the capital budget for this expense.

The Engineering Department recommends that the Board approve the attached Change Order #1 and authorize the Supervisor to sign the same.

C268 – Rehabilitation of Water Tanks Project

PROJECT

DATE OF ISSUANCE 6/10/2022 **EFFECTIVE DATE** 6/10/2022

OWNER The Town of Carmel
OWNER's Contractor No. C268

CONTRACTOR: Arold Construction **ENGINEER:** Weston & Sampson, PE, LS, LA, PC

You are directed to make the following changes in the Contract Documents for CWD #2, 8, and 14.

CWD #2

Reason for Change Order:

- Additional Rock Excavation

Description:

- Excessive rock was encountered during excavation of the ring wall. Rock excavation totaled 110.76 cubic yards. This change order increases the quantity of pay item CWD #2.6 to 110.76 CY.

CWD #8

Reason for Change Order:

- Replace 20hp VFD with 25hp VFD to match current pump at facility.

Description:

- Replace the 20hp VFP with a 25hp VFD to account for larger pump that was installed after the project was bid and awarded.

CWD #14

Reason for Change Order:

- Replacement of 8-inch DIP materials with 6-inch materials. Add three (3) 6-inch gate valves. Relocate transducer vault and yard hydrant.

Description:

- Explorative excavation discovered a different pipe size than expected. Need to substitute purchased materials for appropriate size. Add 3 gate valves to system to provide additional isolation, a precast concrete transducer vault, and yard hydrant for sampling, as requested by the system operator.

Attachments: Contractor Proposals, Sketches WCD 1.1 & WCD 1.2

Change Order 1 Summary Table

District	Previous Contract Total	Net Increase of CO1	New Total Contract per District
CWD #2	\$1,123,000.00	\$9,076.00	\$1,132,076.00
CWD #3	\$332,400.00	-	\$332,400.00
CWD #8	\$688,000.00	\$2,082.00	\$690,082.00
CWD #14	\$481,450.00	\$15,267.99	\$496,717.99
Total	\$2,624,850.00	\$26,425.99	\$2,651,275.99

RECOMMENDED: X

ACCEPTED:

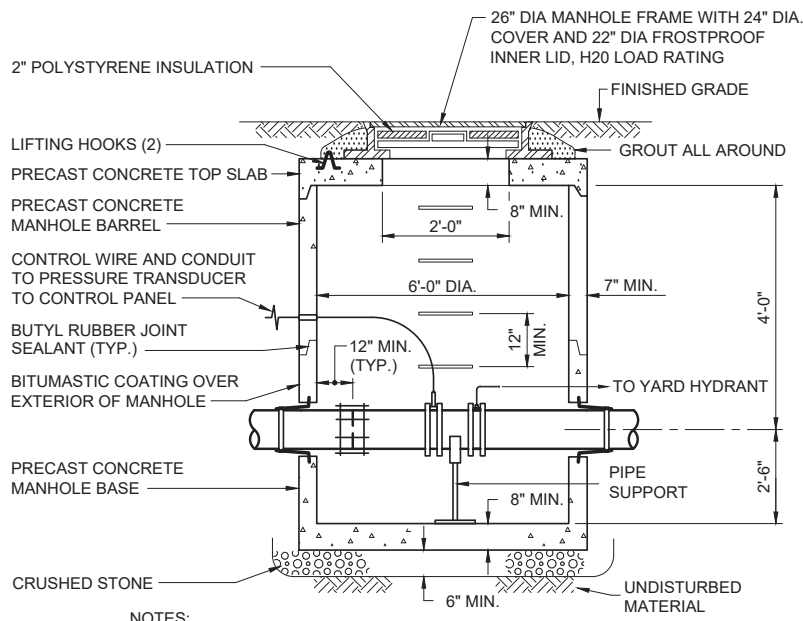
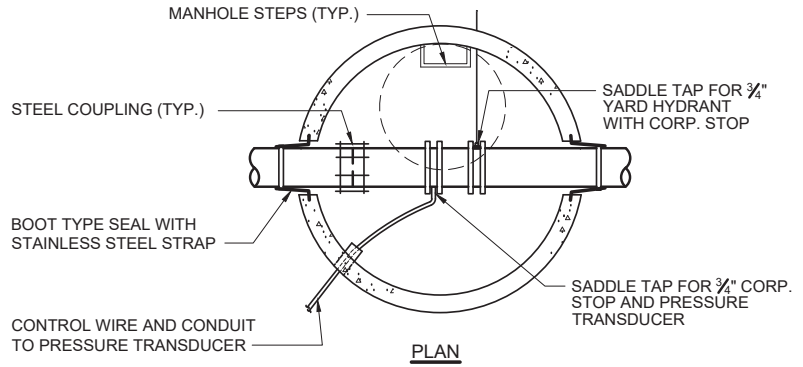
APPROVED:

By:  By: _____ By: _____
 Engineer (Authorized Signature) Contractor (Authorized Signature) Owner (Authorized Signature)

Date: June 10, 2022 Date: _____ Date: _____

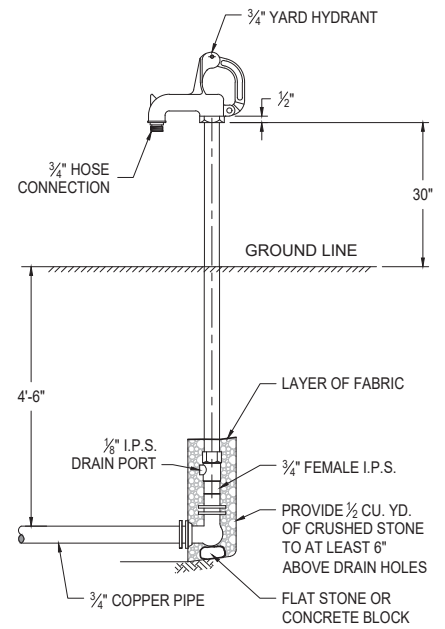
Town of Carmel								
Town Wide Water Storage Tank Rehabilitation and New Tank Construction - Glass Lined Tanks Carmel Water Districts 2, 3, 8 and 14								
CONTRACT DATE: October 6, 2021								
Weston & Sampson			Aroid Construction Company Inc. Kingston, NY			Change Order No. 1		
ITEM NO.	CONT. QUAN.	DESCRIPTION	UNIT PRICE	CONT. QUAN.	TOTAL AMOUNT	UNIT PRICE	REV. QUAN.	TOTAL AMOUNT
CWD #2								
CWD #2.1	1	Mobilization, Bonds and Insurance	\$ 30,000.00	1	\$ 30,000.00	\$ 30,000.00	1.00	\$30,000.00
CWD #2.2	1	New Glass Lined Tank, Furnished & Installed	\$ 692,000.00	1	\$ 692,000.00	\$ 692,000.00	1.00	\$692,000.00
CWD #2.3	1	Water Tank Foundation, Furnished & Installed	\$ 62,000.00	1	\$ 62,000.00	\$ 62,000.00	1.00	\$62,000.00
CWD #2.4	1	Site Work, Furnished & Installed	\$ 307,000.00	1	\$ 307,000.00	\$ 307,000.00	1.00	\$307,000.00
CWD #2.5	1	Asphalt Paving, Furnished & Installed	\$ 30,000.00	1	\$ 30,000.00	\$ 30,000.00	1.00	\$30,000.00
CWD #2.6	20	Rock Excavation and Disposal	\$ 100.00	20	\$ 2,000.00	\$ 100.00	110.76	\$11,076.00
CWD #2 Bid Total					\$1,123,000.00			\$1,132,076.00
CWD #3								
CWD #3.1	1	Mobilization, Bonds and Insurance	\$10,000.00	1	\$10,000.00	\$10,000.00	1.00	\$10,000.00
CWD #3.2	1	Temporary Water Service, Furnished & Installed	\$110,000.00	1	\$110,000.00	\$110,000.00	1.00	\$110,000.00
CWD #3.3	1	Water Tank Rehabilitation, Furnished & Installed	\$212,400.00	1	\$212,400.00	\$212,400.00	1.00	\$212,400.00
CWD #3 Bid Total					\$332,400.00			\$332,400.00
CWD #8								
CWD #8.1	1	Mobilization, Bonds and Insurance	\$20,000.00	1	\$20,000.00	\$20,000.00	1	\$20,000.00
CWD #8.2	1	Temporary Water Service (Kings Ridge), Furnished & Installed	\$45,000.00	1	\$45,000.00	\$45,000.00	1	\$45,000.00
CWD #8.3	1	Water Tank Rehabilitation (Kings Ridge), Furnished & Installed	\$230,000.00	1	\$230,000.00	\$230,000.00	1	\$230,000.00
CWD #8.4	1	Temporary Water Service (Crest Road), Furnished & Installed	\$45,000.00	1	\$45,000.00	\$45,000.00	1	\$45,000.00
CWD #8.5	1	Water Tank Rehabilitation (Crest Road), Furnished & Installed	\$307,000.00	1	\$307,000.00	\$307,000.00	1	\$307,000.00
CWD #8.6	1	Water Service Controls, Furnished & Installed	\$27,000.00	1	\$27,000.00	\$27,000.00	1	\$27,000.00
CWD #8.7	1	Asphalt Paving, Furnished & Installed	\$14,000.00	1	\$14,000.00	\$14,000.00	1	\$14,000.00
CO1 WCD #8.8	0	Replace 20 HP VFD with 25 HP VFD	\$0.00	0	\$0.00	\$2,082.00	1.00	\$2,082.00
CWD #8 Bid Total					\$688,000.00			\$690,082.00
CWD #14								
CWD #14.1	1	Mobilization, Bonds and Insurance	\$ 14,000.00	1	\$14,000.00	\$ 14,000.00	1	\$14,000.00
CWD #14.2	1	New Glass Lined Tank, Furnished & Installed	\$ 246,000.00	1	\$246,000.00	\$ 246,000.00	1	\$246,000.00
CWD #14.3	1	Water Tank Foundation, Furnished & Installed	\$ 29,000.00	1	\$29,000.00	\$ 29,000.00	1	\$29,000.00
CWD #14.4	1	Site Work, Furnished & Installed	\$ 107,450.00	1	\$107,450.00	\$ 107,450.00	1	\$107,450.00
CWD #14.5	1	Water Service Controls, Furnished & Installed	\$ 65,000.00	1	\$ 65,000.00	\$ 65,000.00	1	\$65,000.00
CWD #14.6	1	Water Tank Demolition, Complete	\$ 20,000.00	1	\$20,000.00	\$ 20,000.00	1	\$20,000.00
CO1 WCD #14.7	0	Transducer Vault, 8" to 6" fittings, add 3 GVs	\$ -	0	\$0.00	\$ 15,267.99	1.00	\$15,267.99
CWD #14 Bid Total					\$481,450.00			\$496,717.99
Project Total					\$2,624,850.00			\$2,651,275.99

I:\west03\local\NSE\Projects\NYC\Gamel, NY\W02190759 Water Tank Rehabilitation\CADT\own Wide Water Storage Tank Rehab - Glass Lined Tanks\WAS\WCD1.2 CONSTRUCTION DETAILS.dwg



- NOTES:**
1. SADDLE TAP SHALL BE DOUBLE BAND STAINLESS STEEL WITH THREADED CONNECTION FOR PRESSURE TRANSDUCER.
 2. SALVAGE AND REINSTALL EXISTING PRESSURE TRANSDUCER.

A1 TRANSDUCER VAULT DETAIL
SCALE: N.T.S.



A2 YARD HYDRANT DETAIL
SCALE: N.T.S.

Weston & Sampson

Sheet Number:

WCD1.2



Parks, Recreation and Historic Preservation

CO/FO # 1 Date 4/15/2022
 Contract # C268

Prime Contractor's Proposal

Contractor's Name Arold Construction
 Address 51 Powder Mill Bridge Road
Kingston NY, 12401
 Telephone Number 845 336 8753
 Email Address rian.baker@arold.us
 Prepared By Rian Baker
 Title Project Manager

Section A:		Prime Contractor Work		
1	Aggregate of Approved & Pending Changeorders	(leave blank if Field Order)		
2	Total Contractor Labor	(Total Form C, Column F)	\$3,093.98	
3	Total Payroll Taxes	(Total Form C, Column G)	\$513.26	
4	Subtotal A	(Subtract line 3 from line 2)	\$2,580.72	
5	Total Contractor Equipment	(Total Form E)	\$1,551.72	
6	Total Contactor Material	(Total Form D, Column F)	\$8,061.55	
7	Subtotal B	(add lines 4,5, and 6)	\$12,193.99	
8	Contractor's Overhead			
	8.1 If (Sum of Lines 1,7,15) is under \$75,000 add 10% max.		\$1,219.40	
	8.2 If (Sum of Lines 1,7,15) is equal to or greater than \$75,000 add 5% max.			
9	Subtotal C	(add lines 7, 8.1 & 8.2)	\$13,413.39	
10	Contractor's Profit	(max 10% of line 9)	\$1,341.34	
11	Subtotal D	(add line 9 and 10)	\$14,754.73	
12	Total Unit Price Costs *	(Total Form G)	\$0.00	
13	Contractor's Total	(add line 3 , 11 and 12)	\$15,267.99	

Section B:		Sub Contractor Work (From Form B)		
14	Names of SubContractors:			
	14.1	0	\$0.00	
	14.2	0	\$0.00	
	14.3	0	\$0.00	
	14.4	0	\$0.00	
15	Total SubContractors' Work	(add lines 14.1-14.4)	\$0.00	
16	Prime Contractor Mark Up			
	16.1 If (Sum of Lines 1,8,15) is under \$75,000 add 10% max. to Line 15		\$0.00	
	16.2 If (Sum of Lines 1,8,15) is equal to or greater than \$75,000 add 5% max. to Line 15			
17	Subcontractor Work Total (Add lines 15, 16.1, & 16.2)		\$0.00	

* Unit Price Costs (From Form G Use- Only used when contracts are Unit Price Based)

Section D:

18 Total Contractor Requested Amount (add Lines 13 and 17) **\$15,267.99**



Parks, Recreation and Historic Preservation

PCO/PFO # 1 Date 4/15/2022
 Contract # C268

Prime Contractor Material Worksheet

Contractor's Name Arold Construction
 Address 51 Powder Mill Bridge Road
Kingston NY, 12401
 Telephone Number 845 336 8753
 Email Address rian.baker@arold.us
 Prepared By Rian Baker
 Title Project Manager

Section A:		Materials		
Column A Material Description *	B QTY	C Unit	D Unit Cost	E Total Cost
Credits				\$0.00
8x8x8 Tee	-1	ea	\$229.10	-\$229.10
8" Mega Lugs & Acc	-3	ea	\$61.00	-\$183.00
8" Pipe	-20	ft	\$27.10	-\$542.00
8" Coupling	-2	ea	\$300.00	-\$600.00
15% Restocking Fee	-1	ls	233.115	-\$233.12
Add				\$0.00
6x6x6 Tee	1	ea	\$183.80	\$183.80
8x6 Reducer	1	ea	\$108.50	\$108.50
6" Model 441 Couplings	2	ea	\$158.29	\$316.58
6" pipe	20	ft	\$33.64	\$672.80
Megalugs & Acc	8	ea	\$58.69	\$469.52
6" gate Valve	3	ea	\$961.29	\$2,883.87
Slide Box	2	ea	\$135.00	\$270.00
3/4 soft K Copper tube	60	lf	\$7.60	\$456.00
3/4" Y34 Yard Hydrant	1	ea	\$183.10	\$183.10
3/4 Brass 90	1	ea	\$7.50	\$7.50
Tapping Saddle	2	ea	\$120.00	\$240.00
3/4 Ball Corp	2	ea	\$87.80	\$175.60
Open Bottom vault	1	ls	\$3,662.50	\$3,662.50
Crushed Stone	10	ton	\$21.90	\$219.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Material Cost				\$8,061.55

* Include copy of material invoice or statement.



Parks, Recreation and Historic Preservation

LABOR RATE WORKSHEET (Provide worksheet for each trade classification)

Contractor's Name Arold Construction
 Address 51 Powder Mill Bridge Road
Kingston NY, 12401
 Telephone Number 845 336 8753
 Email Address rian.baker@arold.us
 Prepared By Rian Baker
 Title Project Manager

Trade Classification Foreman

A. WAGE RATE PER HOUR (REGULAR BASE RATE) \$58.16

SUPPLEMENTAL BENEFITS (PAID DIRECTLY TO EMPLOYEE)	\$ per hour
Vacation and Holiday	
Health and Welfare	
Pension	
Annuity	
Education / Apprentice Training	
Supplemental Unemployment	
Security Fund	

Total	32.6

B. SUPPLEMENTAL BENEFITS PER HOUR (PAID DIRECTLY TO EMPLOYEE) Total \$32.60

SUPPLEMENTAL BENEFITS (PAID TO UNION OR BENEFIT FUND)	\$ per hour
Vacation and Holiday	
Health and Welfare	
Pension	
Annuity	
Education / Apprentice Training	
Supplemental Unemployment	
Security Fund	

Total	

C. SUPPLEMENTAL BENEFITS PER HOUR (PAID TO UNION OR BENEFIT FUND) Total \$0.00

PAYROLL TAXES AND INSURANCE		
F.I.C.A. / Social Security (up to the maximum required by law)		6.2 %
Medicare		1.45 %
Federal Unemployment		%
State Unemployment		%
Workers' Compensation Code: <u>6217</u>		7.71 %
Disability		0.25 %
Other		4.2793 %

D. TOTAL TAXES AND INSURANCE PER HOUR \$18.05
(LINE A + B) 19.89 % = (TOTAL %)

E. TOTAL LABOR RATE \$108.81
(A + B + C + D) =



Parks, Recreation and Historic Preservation

LABOR RATE WORKSHEET (Provide worksheet for each trade classification)

Contractor's Name Arold Construction
 Address 51 Powder Mill Bridge Road
Kingston NY, 12401
 Telephone Number 845 336 8753
 Email Address rian.baker@arold.us
 Prepared By Rian Baker
 Title Project Manager

Trade Classification Laborer

A. WAGE RATE PER HOUR (REGULAR BASE RATE) \$43.55

SUPPLEMENTAL BENEFITS (PAID DIRECTLY TO EMPLOYEE)	\$ per hour
Vacation and Holiday	
Health and Welfare	
Pension	
Annuity	
Education / Apprentice Training	
Supplemental Unemployment	
Security Fund	

Total	26.1

B. SUPPLEMENTAL BENEFITS PER HOUR (PAID DIRECTLY TO EMPLOYEE) Total \$26.10

SUPPLEMENTAL BENEFITS (PAID TO UNION OR BENEFIT FUND)	\$ per hour
Vacation and Holiday	
Health and Welfare	
Pension	
Annuity	
Education / Apprentice Training	
Supplemental Unemployment	
Security Fund	

Total	

C. SUPPLEMENTAL BENEFITS PER HOUR (PAID TO UNION OR BENEFIT FUND) Total \$0.00

PAYROLL TAXES AND INSURANCE		
F.I.C.A. / Social Security (up to the maximum required by law)		6.2 %
Medicare		1.45 %
Federal Unemployment		%
State Unemployment		%
Workers' Compensation	Code: <u>6217</u>	7.71 %
Disability		0.25 %
Other		4.2793 %

D. TOTAL TAXES AND INSURANCE PER HOUR \$13.85
 $\$69.65 \times 19.89 \% =$
 (LINE A + B) (TOTAL %)

E. TOTAL LABOR RATE \$83.50
 $(A + B + C + D) =$



Parks, Recreation and Historic Preservation

LABOR RATE WORKSHEET (Provide worksheet for each trade classification)

Contractor's Name Arold Construction
 Address 51 Powder Mill Bridge Road
Kingston NY, 12401
 Telephone Number 845 336 8753
 Email Address rian.baker@arold.us
 Prepared By Rian Baker
 Title Project Manager

Trade Classification Operator Class A

A. WAGE RATE PER HOUR (REGULAR BASE RATE)	\$58.16
---	---------

SUPPLEMENTAL BENEFITS (PAID DIRECTLY TO EMPLOYEE)	\$ per hour	
Vacation and Holiday		
Health and Welfare		
Pension		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		

Total	32.6	

B. SUPPLEMENTAL BENEFITS PER HOUR (PAID DIRECTLY TO EMPLOYEE)	Total	\$32.60
---	-------	---------

SUPPLEMENTAL BENEFITS (PAID TO UNION OR BENEFIT FUND)	\$ per hour	
Vacation and Holiday		
Health and Welfare		
Pension		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		

Total		

C. SUPPLEMENTAL BENEFITS PER HOUR (PAID TO UNION OR BENEFIT FUND)	Total	\$0.00
---	-------	--------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (up to the maximum required by law)		6.2	%
Medicare		1.45	%
Federal Unemployment			%
State Unemployment			%
Workers' Compensation	Code: <u>6217</u>	7.71	%
Disability		0.25	%
Other		4.2793	%

D. TOTAL TAXES AND INSURANCE PER HOUR	\$90.76 X	19.89 % =	\$18.05
	(LINE A + B)	(TOTAL %)	

E. TOTAL LABOR RATE	(A + B + C + D) =	\$108.81
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Parks, Recreation and Historic Preservation

LABOR RATE WORKSHEET (Provide worksheet for each trade classification)

Contractor's Name Arold Construction
 Address 51 Powder Mill Bridge Road
Kingston NY, 12401
 Telephone Number 845 336 8753
 Email Address rian.baker@arold.us
 Prepared By Rian Baker
 Title Project Manager

Trade Classification Teamster

A. WAGE RATE PER HOUR (REGULAR BASE RATE) \$43.09

SUPPLEMENTAL BENEFITS (PAID DIRECTLY TO EMPLOYEE)	\$ per hour
Vacation and Holiday	
Health and Welfare	
Pension	
Annuity	
Education / Apprentice Training	
Supplemental Unemployment	
Security Fund	

Total	33.64

B. SUPPLEMENTAL BENEFITS PER HOUR (PAID DIRECTLY TO EMPLOYEE) Total \$33.64

SUPPLEMENTAL BENEFITS (PAID TO UNION OR BENEFIT FUND)	\$ per hour
Vacation and Holiday	
Health and Welfare	
Pension	
Annuity	
Education / Apprentice Training	
Supplemental Unemployment	
Security Fund	

Total	

C. SUPPLEMENTAL BENEFITS PER HOUR (PAID TO UNION OR BENEFIT FUND) Total \$0.00

PAYROLL TAXES AND INSURANCE		
F.I.C.A. / Social Security (up to the maximum required by law)		6.2 %
Medicare		1.45 %
Federal Unemployment		0 %
State Unemployment		0 %
Workers' Compensation Code: <u>6217</u>		7.71 %
Disability		0.25 %
Other		4.2793 %

D. TOTAL TAXES AND INSURANCE PER HOUR \$15.26
(LINE A + B) **\$76.73 X** **19.89 % =** **\$15.26**

E. TOTAL LABOR RATE \$91.99
(A + B + C + D) =



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # P757592
Invoice Date 2/18/22
Account # 203537
Sales Rep STEPHEN COOPER
Phone # 845-249-4909
Branch #405 Poughkeepsie, NY
Total Amount Due \$14,954.5!

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AROLD CONSTRUCTION COMPANY INC
51 POWDER MILL BRIDGE RD
KINGSTON NY 12401-7210

Shipped To:
Everett Rd Water tank Site 1
barry 845-518-6005
Carmel, NY

CUSTOMER JOB- CARMELT Carmel Tank Reh

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/11/21	2/17/22	SEE BELOW	Carmel Tank Reh	CARMELT		CORE & MAIN LP	P757592

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- T/O CARMEL TANK REHAV						
L720GIPIPE02CUT	2 SCH40 GALV STL PIPE *CUT* BID SEQ# 220	4		4	8.94000 FT		.00
0504040	4 PVC SCH40 PIPE SWB 20' IN LIEU OF 0504040B10 BID SEQ# 230	40	40		6.50000 FT		260.00
L3W20012600	12.5'X432 200LB WOVEN (600SQY) BID SEQ# 250	1	1		356.71000 EA		356.71
24I06R04FPR	6X4 FLG RED C110 PR IMP IN LIEU OF 24I06R04F BID SEQ# 270	1	1		127.89000 EA		127.89
5104A23616	4" A2361-6 FLG RW GV OL HW BID SEQ# 280	2	2		561.49000 EA		1,122.98
2404F2104	4 EBAA MEGAFLANGE 2104 BID SEQ# 310	1	1		104.43000 EA		104.43
24I069040FPR	6X4 FLG 90 C110 PR IMP BID SEQ# 380	1	1		183.19000 EA		183.19
010852T	8 TJ CL52 DI PIPE BID SEQ# 400	60	60		27.10000 FT		1,626.00
7486054021716	860-54-0217-16 8 HYMAX 2 FLIP CPLG 8.54-9.17 LR 9.13-9.84 HR OD BID SEQ# 410	2	2		300.00000 EA		600.00
21I08T080M	8 MJ TEE C153 IMP BID SEQ# 420	1	1		229.10000 EA		229.10
5108A236123	8 A2361-23 MJ RW GV OL L/ACC BID SEQ# 430	1	1		1139.08000 EA		1,139.08
59VB5664F	39 - 60 SLIDE BOX BID SEQ# 440	1	1		80.00000 EA		80.00



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # P757592
Invoice Date 2/18/22
Account # 203537
Sales Rep STEPHEN COOPER
Phone # 845-249-4909
Branch #405 Poughkeepsie, NY
Total Amount Due \$14,954.5!

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AROLD CONSTRUCTION COMPANY INC
51 POWDER MILL BRIDGE RD
KINGSTON NY 12401-7210

Shipped To:
Everett Rd Water tank Site 1
barry 845-518-6005
Carmel, NY

CUSTOMER JOB- CARMELT Carmel Tank Rel

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 10/11/21 Date Shipped 2/17/22 Customer PO # SEE BELOW Job Name Carmel Tank Reh Job # CARMELT Bill of Lading Shipped Via CORE & MAIN LP Invoice# P757592

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CUSTOMER PO#- T/O CARMEL TANK REHAV							
21AMF7083008P	8 3008P DI STARGRIP RESTR. (I) W/ACC - SGDPPK08 BID SEQ# 450	6	6		61.00000	EA	366.00
3607H15008N	H15008N 3/4 CORP STOP CCXCTSC CC X CTS COMP, NO LEAD BID SEQ# 460	1	1		45.59000	EA	45.59
0807S060K	3/4 SOFT K COPPER TUBE 60' BID SEQ# 470	60	60		6.73000	FT	403.80
5108A23616	8 A2361-6 FLG RW GV OL HW	1	1		1160.00000	EA	1,160.00
21I089M	8 MJ 90 C153 IMP	2	2		206.62000	EA	413.24
21I08C20T	8X2 MJ TAPT CAP C153 IMP	2	2		129.80000	EA	259.60

Freight Delivery Handling Restock Misc

Subtotal: 13,798.88
Other: .00
Tax: 1,155.67

Terms: NET 30
Ordered By: TOM

Invoice Total: \$14,954.5!

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE

INVOICE

Invoice # P757592
 Invoice Date 2/18/22
 Account # 203537
 Sales Rep STEPHEN COOPER
 Phone # 845-249-4909
 Branch #405 Poughkeepsie, NY
 Total Amount Due \$14,954.5!

1830 Craig Park Court
 St. Louis, MO 63146

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST LOUIS, MO 63146

AROLD CONSTRUCTION COMPANY INC
 51 POWDER MILL BRIDGE RD
 KINGSTON NY 12401-7210

Shipped To:
 Everett Rd Water tank Site 1
 Barry 845-518-6005
 Carmel, NY

CUSTOMER JOB- CARMELT Carmel Tank Rel

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/11/21	2/17/22	SEE BELOW	Carmel Tank Reh	CARMELT		CORE & MAIN LP	P757592

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CUSTOMER PO#- T/O CARMEL TANK REHAV							
110852T	8 TJ CL52 DI PIPE BID SEQ# 20	40	40		27.10000 FT		1,084.00
5106A236123	6 A2361-23 MJ RW GV OL L/ACC BID SEQ# 40	1	1		715.19000 EA		715.19
5108A236123	8 A2361-23 MJ RW GV OL L/ACC BID SEQ# 50	1	1		1139.08000 EA		1,139.08
59VB5664F	39 - 60 SLIDE BOX BID SEQ# 60	2	2		80.00000 EA		160.00
2408F2108	8 EBAA MEGAFLANGE 2108 BID SEQ# 70	2	1	1	242.33000 EA		242.33
21108R06M	8X6 MJ RED C153 IMP BID SEQ# 80	1	1		90.37000 EA		90.37
21AM06FABC	6 FOSTER ADPT 6FA-BC USA BID SEQ# 90	1	1		106.60000 EA		106.60
21AMF7083008P	8 3008P DI STARGRIP RESTR. (I) W/ACC - SGDPPK08 BID SEQ# 100	4	4		61.00000 EA		244.00
5108A236106	8 A2361-6 FL RW GV OL L/ACC BID SEQ# 120	2	1	1	1210.00000 EA		1,210.00
24AFBNGF08RA	8X1/8 FLG ACC RR FF BID SEQ# 190	2	2		17.85000 EA		35.70
744410945900	441-0945-900 8 CPLG EPXY 9.05-9.45 OD BID SEQ# 200	1		1	163.43000 EA		.00
36428KT8	8" ADJUSTABLE PIPE SADDLE SUPP ORT KIT BID SEQ# 210	2	2		147.00000 EA		294.00

Run Date: 3/08/22

Quote



Customer #	203537
Order #	Q489113
Date Ordered	03/08/22
Job #	CARMELT
Job Name	Carmel Tank Reh
Purchase Order #	T/O CARMELT TANK REHAV
Method of Shipment	OUR TRUCK
Contract Order #	P757546
Ordered By	TOM
Ship Via	CORE & MAIN LP

Sold To:
 AROLD CONSTRUCTION COMPANY INC
 51 POWDER MILL BRIDGE RD
 KINGSTON, NY 12401-7210

Ship To:
 AROLD CONSTRUCTION COMPANY INC
 Everett Rd Water tank Site 1
 Crest rd site 2, Hill street
 Tom 845-518-8081
 Carmel, NY 10512

Branch:
 POUGHKEEPSIE NY
 Branch - 405
 650 Sheafe Rd
 Poughkeepsie, NY 12601

Phone: 845-249-4909

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	21I06T060M	6 MJ TEE C153 IMP	1			183.80000	EA	183.80
	21I08R06M	8X6 MJ RED C153 IMP	1			108.50000	EA	108.50
	744410722900	441-0722-900 6 CPLG EPXY 6.90-7.22 OD	2			158.29000	EA	316.58
	010652T	6 TJ CL52 DI PIPE	20			33.64000	FT	672.80
	5106A236123	6 A2361-23 MJ RW GV OL L/ACC	2			961.29000	EA	1922.58
	59VB5664F	39 - 60 SLIDE BOX	2			135.00000	EA	270.00
	21AMF7063006P	6 3006P DI STARGRIP RESTR. (I) W/ACC - SGDPPK06	2	2	X 8	58.69000	EA	117.38

Terms in accordance with shipping manifest.

Special Instructions/Comments:
 WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D
 BID # 1881146 C/O # P757546
 BID NM: T/O CARMELT WATER STORAGE TANK

Total Ordered:	3650.33
Tax Amount:	305.71
Other Charges:	.00
Total:	3956.04



Bid Proposal for Arold Carmel Change Order

AROLD CONSTRUCTION COMPANY INC

Bid Date: 04/05/2022

Core & Main 2280953

Core & Main

650 Sheafe Rd

Poughkeepsie, NY 12601

Phone: 845-249-4909

Fax: 845-462-0010

Seq#	Qty	Description	Units	Price	Ext Price	
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.				
10	60	3/4 SOFT K COPPER TUBE 60'	FT	7.60	456.00	
20	1	3/4" Y34 YARD HYDRANT 5'0"	EA	183.10	183.10	
30	1	3/4 BRASS 90 NO LEAD (I)	EA	7.50	7.50	
40	2	FC202-760-CC3 6X3/4 CC SAD EPOXY/SS BAND OD 6.84-7.60	EA	120.00	240.00	
50	2	B25008N 3/4 BALL CORP CCXCTSC CC X CTS COMP NO LEAD	EA	87.80	175.60	
				Sub Total	1,062.20	
				Tax	0.00	
				Total	1,062.20	

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Rian Baker

From: Cooper, Stephen <Stephen.Cooper@coreandmain.com>
Sent: Tuesday, March 8, 2022 4:19 PM
To: Tom Petersen
Cc: Rian Baker
Subject: RE: Carmel Water Tanks

15% restocking fee for the items being returned as long as they are in good clean re-sellable condition.

Steve Cooper
Lower Hudson Valley Outside Sales
Core & Main
650 Sheafe Rd.
Poughkeepsie, NY 12601
O:845-249-4909
M:518-281-3029
Stephen.Cooper@coreandmain.com



This message is for intended addressee(s) only and may contain confidential, proprietary or privileged information, exempt from disclosure, and subject to terms at: <http://emailterms.coreandmain.com>

From: Tom Petersen <tom.petersen@arold.us>
Sent: Tuesday, March 8, 2022 4:07 PM
To: Cooper, Stephen <Stephen.Cooper@coreandmain.com>
Cc: Rian Baker <rian.baker@arold.us>
Subject: Carmel Water Tanks

CAUTION: External

Steve please get me a quote ASAP for the following materials:

- 1-6x6x6 Tee with Mega Lugs and Hardware
- 1 8x6 reducer
- 2-6" STD Sleeve Model 441
- 1 20' 6" Ductile Iron
- 2- 6" Valves with Valve Boxes

Then I need a restocking Fee for the following:

- 1-8x8x8 Tee with Mega Lugs and Hardware
- 2-8" STD Sleeve Model 441
- 1- 8" Ductile Pipe

LHV PRECAST, INC.
 540 ULSTER LANDING ROAD
 KINGSTON, NY 12401

QUOTE

DATE	QUOTE #
4/5/2022	2204281

Sales Engineer
MIKE

NAME/ADDRESS
AROLD CONSTRUCTION CO INC 51 POWDERMILL BRIDGE RD KINGSTON NY 12401

Customer Contact	RIAN
Customer Phone #	
Customer Account #	
Project/Job	

Item	Description	Qty	UOM	Cost	Total
	CARMEL WATER TANK TOWN OF CARMEL NY				
	PRESSURE TRANSDUCER MANHOLE	4.5			787.5
DRAL...	DMH, 72" DIA ID, RISER SECTION PER VF	6.5	VF	175.00	1,137.50
DRAL...	DMH, 72" DIA ID, 10" NON-EXT BASE SLAB	1	EA	300.00	300.00
DRAL...	DMH, 72" DIA ID, FLATTOP SLAB	1	EA	365.00	365.00
ACCE...	BOOTS FOR PIPE SIZE 8"	2	EA	75.00	150.00
CASTL...	E-J #1893 FRAME & COVER W/ INNTER LID	1	EA	1,710.00	1,710.00
Deliver...	DELIVERY CHARGE - CONTRACTOR TO UNLOAD	1	LOAD	800.00	800.00

Thank you for this opportunity to provide you with an estimate. We look forward to serving your business needs in the future. Please note that this quotation does not include sales tax. A resale or tax exempt certificate will be required, prior to delivery or sales tax will appear on the invoice. LHV Precast allows for 1 hour of unloading time for delivery and charges \$125.00/per hour thereafter. LHV Precast's liability is limited to fixing defective products. Backcharges will not be accepted. There will be a 2% finance charge on all unpaid balances over 30 days past due. Terms begin the day the order is ready to ship. This quotation is valid for 30 days from the date appearing above. Any additional materials required for this project will be billed at the same unit price.

Subtotal	\$4,462.50 \$3,662.5
Total	\$4,462.50

Phone #	Fax #
845 336-8880	845 336-8962

ACCEPTANCE SIGNATURE

Rian Baker

Web Site

LHVPRECAST.COM

INVOICE

Putnam Materials Corp.

A subsidiary of Peckham Industries, Inc.

PO Box 1055 | Albany NY 12201-1055 • 914-949-2000

Invoice Number: **977342**

Invoice Date: **3/5/2022**

Sold To

Arold Construction Co. Inc.
51 Powder Mill Bridge Road
Kingston, NY 12401
jodi.arold@arold.us

Cust#		Plant		PO Number		Description		Terms			
104480		Putnam Plant						1% 10, Net 30 Days			
Date	Item#	Description	DOT Item/BOL/JOB#	Unit	Qty	Unit Price	Net Amt	FRT	Freight	Amt	
3/02	STN-57	08623-12 CA2 - 1&2 MIXED STN.	Carmel Watertow	TON	19.78	21,900	433.18			433.18	
3/03	STN-57	08623-12 CA2 - 1&2 MIXED STN.	Carmel Watertow	TON	19.46	21,900	426.17			426.17	
3/04	STN-57	08623-12 CA2 - 1&2 MIXED STN.	Carmel Watertow	TON	19.11	21,900	418.51			418.51	
Discount available 10 Days From Receipt of Invoice							Net Subtotal	Rate	Tax	Amount	
							12.78	1,277.86	8.38%	107.02	1,384.88

Town of Carmel
wide water
Storage tank
rehab
(21-062)

Approved By:
R. Baker

Please detach and return this stub with your payment

Make check payable to: **Peckham Industries, Inc**
PO Box 1055
Albany, NY 12201-1055

To receive invoices via email please visit our web
portal at:
www.peckham.com/portal
or contact us at **credit@peckham.com**

Sales Subtotal	Tax Amount	Amount	
1,277.86	107.02	1,384.88	
Discount available within 10 Days of Invoice Date			
12.78			
Plant: Putnam Plant		Invoice Number: 977342	
Customer: Arold Construction Co. Inc. 51 Powder Mill Bridge Road Kingston, NY 12401		Customer Number: 104480	
		Invoice Date: 3/5/2022	

E

Adjustments for 2019 Ram 2500 in All Saved Models

April 15, 2022

Miscellaneous 4X4 1 440 CONV DIESEL
 On-Highway Light Duty Trucks

 Size Class:
300 HP & Over
 Weight:
 N/A

Configuration for 4X4 1 440 CONV DIESEL

Axle Configuration	4X4	Cab Type	Conventional
Horsepower	440 hp	Power Mode	Diesel
Ton Rating	1		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,345.00	USD \$375.00	USD \$94.00	USD \$14.00	USD \$32.64	USD \$40.28
Adjustments						
Region (New York: 103.9%)	USD \$52.46	USD \$14.63	USD \$3.67	USD \$0.55		
Model Year (2020: 99.9%)	(USD \$1.40)	(USD \$0.39)	(USD \$0.10)	(USD \$0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,396.05	USD \$389.23	USD \$97.57	USD \$14.53	USD \$32.64	USD \$40.57

Non-Active Use Rates

Standby Rate	Hourly	USD \$6.11
Idling Rate		USD \$35.04

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	USD \$807.00/mo
Overhaul (ownership)	23%	USD \$309.35/mo
CFC (ownership)	3%	USD \$40.35/mo
Indirect (ownership)	14%	USD \$188.30/mo
Fuel (operating) @ USD 5.13	83%	USD \$27.11/hr

Revised Date: 2nd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for RYAN AROLD (ryan.arold@arold.us)

Adjustments for US Cargo Trailer in All Saved Models

 Miscellaneous 8X16
 Standard Field Office Trailers

 Size Class:
 All
 Weight:
 2500 lbs

Configuration for 8X16

 Trailer Size **8' X 16'**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$0.64	FHWA Rate** Hourly USD \$1.48
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$150.00	USD \$42.00	USD \$11.00	USD \$2.00		
Adjustments						
Region (New York: 102.8%)	USD \$4.20	USD \$1.18	USD \$0.31	USD \$0.06		
Model Year (2016: 95.68%)	(USD \$6.66)	(USD \$1.86)	(USD \$0.49)	(USD \$0.09)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$147.54	USD \$41.31	USD \$10.82	USD \$1.97	USD \$0.64	USD \$1.48

Non-Active Use Rates

	Hourly
Standby Rate	USD \$0.63
Idling Rate	USD \$0.84

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	53%	USD \$79.50/mo
Overhaul (ownership)	25%	USD \$37.50/mo
CFC (ownership)	5%	USD \$7.50/mo
Indirect (ownership)	17%	USD \$25.50/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd quarter 2022

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The equipment represented in this report has been exclusively prepared for RYAN AROLD (ryan.arold@arold.us)

Adjustments for Cat 316 in All Saved Models

April 15, 2022

Caterpillar 316E (disc. 2016)
 Crawler Mounted Hydraulic Excavators

 Size Class:
 16.1 - 19.0 MTons
 Weight:
 N/A

Configuration for 316E (disc. 2016)

 Operating Weight **19.4 mt** Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$14,445.00	USD \$4,045.00	USD \$1,010.00	USD \$150.00	USD \$56.36	USD \$138.43
Adjustments						
Region (New York: 105.9%)	USD \$852.26	USD \$238.65	USD \$59.59	USD \$8.85		
Model Year (2016: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$15,297.25	USD \$4,283.65	USD \$1,069.59	USD \$158.85	USD \$56.36	USD \$143.28

Non-Active Use Rates

	Hourly
Standby Rate	USD \$48.67
Idling Rate	USD \$98.46

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	USD \$5,633.55/mo
Overhaul (ownership)	44%	USD \$6,355.80/mo
CFC (ownership)	5%	USD \$722.25/mo
Indirect (ownership)	12%	USD \$1,733.40/mo
Fuel (operating) @ USD 5.13	20%	USD \$11.54/hr

Revised Date: 2nd quarter 2022

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The equipment represented in this report has been exclusively prepared for RYAN AROLD (ryan.arold@arold.us)

Adjustments for Dump Trucks in All Saved Models

April 15, 2022

Miscellaneous 6X4 18YD 70KGVW
 On-Highway Rear Dumps

 Size Class:
60,001 GVW & Over
 Weight:
19702 lbs

Configuration for 6X4 18YD 70KGVW

Axle Configuration	6X4	Horsepower	400.0
Maximum Gross Vehicle Weight	70000.0 lbs	Power Mode	Diesel
Struck Capacity	12.0 - 18.0 cu yd		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,130.00	USD \$1,155.00	USD \$290.00	USD \$44.00	USD \$75.41	USD \$98.88
Adjustments						
Region (New York; 105.1%)	USD \$210.63	USD \$58.90	USD \$14.79	USD \$2.24		
Model Year (2016: 98.98%)	(USD \$44.40)	(USD \$12.42)	(USD \$3.12)	(USD \$0.47)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,296.23	USD \$1,201.49	USD \$301.67	USD \$45.77	USD \$75.41	USD \$99.82

Non-Active Use Rates

Standby Rate	Hourly	USD \$17.82
Idling Rate		USD \$81.91

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	USD \$2,312.80/mo
Overhaul (ownership)	27%	USD \$1,115.10/mo
CFC (ownership)	5%	USD \$206.50/mo
Indirect (ownership)	12%	USD \$495.60/mo
Fuel (operating) @ USD 5.13	76%	USD \$57.50/hr

Revised Date: 2nd quarter 2022

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The equipment represented in this report has been exclusively prepared for RYAN AROLD (ryan.arold@arold.us)



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

CONSTRUCTION COMPANY, INC.

A CERTIFIED WBE & DBE CONTRACTOR

PROPOSAL

For: VFD Upsizing

Att: Joe Zongol

Date: 4/15/2022

Project: Town Wide Water Storage Tank Rehabilitation

Location: Carmel, New York

Owner: Town of Carmel, New York

Arch. / Engineer: Weston & Sampson

We propose to furnish the following change for the cost printed below:

- Exchange the 20 HP VFD specified in the original contract documents for a 25 HP VFD to match the other 25 HP unit being installed and allow future upsizing of the electric motor. \$1,982.85 per HVECM's quote + 5% OHP

Total Price \$ 2,082.00

Regards,

Rian Baker
Project Manager

**HUDSON VALLEY ELECTRICAL
CONSTRUCTION MANAGEMENT, INC.**

523 South Road, Milton, NY 12547
Tel: 845-795-1135 Fax: 845-795-1135

Atten: Arold Construction

Re: Carmel Tank Project

4/13/2022

As requested, we have changed the 20 HP VFD to match the 25 HP unit required. See attached supplier cost, less 15% OH&P.

The cost to install a utility pole, with Guy wire, new 1 Phase 100-amp meter pan, and NEMA 3R load center with (1) single pole 20-amp breaker each for a GFCI outlet on the stanchion, and (1) for the relocated control panel, including electrical inspection fee's is as below.

VFD	\$1,724.21 plus 15%	\$1,982.85
Pole, Guy and Service		\$4,850.00
		<hr/> <hr/>
Total Extra work		\$6,832.85

Regards,



Raymond Collins

Cc; File

Change Order

TO:
HZ HUDSON VALLEY ELECTRICAL CONST
523 SOUTH RD
MILTON, NY 12547-5454

Project: Carmel Water Tanks SG
Date: 04/12/22
PO #: 001
Change #: 1
Freight in Exempt : No

Material Change: 1,724.21

Change Type	Quantity Description	Unit or Lot#	Unit Price	Ext Price	Change Amt
-------------	----------------------	--------------	------------	-----------	------------

✓	2 HMX07541NAL4	EATON	12,974.207	12,974.21	1,724.21						
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;"><u>Prev Qty</u></th> <th style="width: 33%;"><u>Change Qty</u></th> <th style="width: 33%;"><u>New Qty</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> </tr> </tbody> </table>	<u>Prev Qty</u>	<u>Change Qty</u>	<u>New Qty</u>	1	1	2				
<u>Prev Qty</u>	<u>Change Qty</u>	<u>New Qty</u>									
1	1	2									
	** Lot Price changed from 11,250.000 to 12,974.207 **										
	** Quantity changed from 1 to 2 **										

✓	0 HMX06041NAL4	EATON								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;"><u>Prev Qty</u></th> <th style="width: 33%;"><u>Change Qty</u></th> <th style="width: 33%;"><u>New Qty</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">-1</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	<u>Prev Qty</u>	<u>Change Qty</u>	<u>New Qty</u>	1	-1	0			
<u>Prev Qty</u>	<u>Change Qty</u>	<u>New Qty</u>								
1	-1	0								
	** Quantity changed from 1 to 0 **									

Total	1724.21
--------------	----------------

From:
HZ - POUGHKEEPSIE
MAIN OFFICE 845-214-1100
135 NORTH HAMILTON ST
POUGHKEEPSIE, NY 12601-2730
Printed By: STEVEN S BURNS

Authorizing Name: STEVEN S BURNS
File Number: 308303
adding 25hp vfd and deducting 20hp vfd

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: FW: 06-14-22 FW: Carmel Water Tanks - Change Order No. 1
Date: Tuesday, June 28, 2022 11:58:19 AM
Attachments: [image005.png](#)
[image006.png](#)
[image001.png](#)
[20220610 Change Order No. 1.pdf](#)
[image002.png](#)

Rich,

There are sufficient funds in the capital budget for this expense.

Donna Esteves

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

From: Franzetti, Richard <rjf@ci.carmel.ny.us>
Sent: Tuesday, June 14, 2022 3:46 PM
To: Esteves, Donna <de@ci.carmel.ny.us>
Subject: 06-14-22 FW: Carmel Water Tanks - Change Order No. 1

We will need to talk about this on Thursday

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: Hawley, Joshua <Hawley.Joshua@wseinc.com>
Sent: Monday, June 13, 2022 10:52 AM
To: Franzetti, Richard <rjf@ci.carmel.ny.us>
Cc: Zongol, Joseph <zongolj@wseinc.com>; Stone, Carl W. <stonec@wseinc.com>
Subject: FW: Carmel Water Tanks - Change Order No. 1

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.

Rich,

Arold has signed the attached Change Order 1. This change order does not include any additional costs that may come from changes to the electrical service at Airport Rd. This matter is still being worked out. We did not want to hold up the other items. Please let me know if you have any questions.

Hope you had a great weekend. Thank you

Joshua Hawley, PE

Project Manager

Phone: 518-375-2130

Mobile: 518-774-7780



Weston & Sampson

1 Winners Circle, Suite 130 | Albany, NY 12205

Fax: 978-532-1900

westonandsampson.com

From: Rian Baker <rian.baker@arold.us>

Sent: Friday, June 10, 2022 4:52 PM

To: Zongol, Joseph <zongolj@wseinc.com>

Cc: Ryan Arold <ryan.arold@arold.us>; Tom Petersen <tom.petersen@arold.us>; Hawley, Joshua <Hawley.Joshua@wseinc.com>; Patton, Anton <pattonan@wseinc.com>

Subject: RE: Carmel Water Tanks - Change Order No. 1

Hi Joe,

Signed attached.

Have a nice weekend.

Thank You,

Rian Baker

Project Manager

Arold Construction Co., Inc.

51 Powder Mill Bridge Rd.
Kingston, NY 12401
(845) 336-8753 Office Ext. 313
(845) 332-5072 Cell
(845) 336-8245 Fax
[Arold Construction Website](#)

AROLD

CONSTRUCTION COMPANY, INC.

A CERTIFIED WBE & DBE CONTRACTOR

New York State Certified DBE

New York State Certified WBE

New Jersey Certified WBE

Port Authority of NY & NJ Certified WBE

New York City Certified WBE

National WBE Certification & WOSB Certified

Vermont Certified DBE

New Hampshire Certified DBE

City of Albany, NY Certified WBE



From: Zongol, Joseph <zongolj@wseinc.com>

Sent: Friday, June 10, 2022 4:20 PM

To: Rian Baker <rian.baker@arold.us>

Cc: Ryan Arold <ryan.arold@arold.us>; Tom Petersen <tom.petersen@arold.us>; Hawley, Joshua <Hawley.Joshua@wseinc.com>; Patton, Anton <pattonan@wseinc.com>

Subject: Carmel Water Tanks - Change Order No. 1

Hi Rian,

Sorry to send this at the end of the day, I was waiting on feedback from one of the operators before I finalized this Change Order. Please review, sign, and return so I can forward to the Town for processing.

Have a nice weekend.

Thank you,

Joseph M. Zongol, P.E.*

SENIOR ASSOCIATE / TEAM LEADER
APWA CAPITAL BRANCH CHAIRMAN
direct: 518-375-2109
cell: 860-919-6876
*PE in NY, NJ, FL & CT



Weston & Sampson, PE, LS, LA, PC
1 Winners Circle, Suite 130 | Albany, NY 12205
tel: 978-532-1900
westonandsampson.com

[Facebook](#) | [Twitter](#) | [LinkedIn](#)



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WS7/13/2022 AGENDA ITEM #6

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board

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

Date: August 18, 2021

Re: C268 - Change Order #2- Town Wide Water Tank Rehabilitation and Installation CWD 2, 3, 8 and 14

As the Board is aware, the referenced project was awarded to Arold Construction.

Due to supply chain issues, in particular steel shortages, it is recommended that the date for substantial completion be changed to January 2, 2023. This delay was not caused by the Contractor. A more detailed explanation is provided in the attached from Weston and Sampson associates.

In order to ensure appropriate time for the contractor to complete the project, we recommend that the Board authorize the NO COST Work Change Order #2 (attached). The proposed contract completion date would then be on or before January 2, 2023.

Attached please find the proposed **no-cost** Change Order #2. We recommend that the Board approve Change Order #1 and authorize the Supervisor to sign the same.

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

C268 – Rehabilitation of Water Tanks Project

PROJECT

DATE OF ISSUANCE 07-06-2022 EFFECTIVE DATE 07-06-2022

OWNER The Town of Carmel
OWNER's Contractor No. C268

CONTRACTOR: Arold Construction ENGINEER: Weston & Sampson, PE, LS, LA, PC

You are directed to make the following changes in the Contract Documents.

Reason for Change Order: Original time of completion 180 Days. Time of completion changed to 320 Days as identified below.

Description: No Change in Contract Value.

- Steel shortages have delayed production of tanks by months. Original delivery date of tanks was for 4/11/22.
- The manufacturing and delivery of VFD's has been delayed due to supply chain issues impacting the manufacturer. The VFD's were originally scheduled to ship on 5/25/22. They are now scheduled to ship on 9/6/2022

Attachments: Contractor Request letter.

<p align="center">CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$2,624,850.00</p>	<p align="center">CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: <u>August 15, 2022</u></p> <p>Ready for final payment: _____</p>
<p>Net changes from previous Change Orders No. to No.</p> <p align="center">None</p>	<p>Net change from previous Change Orders No. to No.</p> <p align="center">None</p>
<p>Contract Price prior to this Change Order</p> <p>\$2,651,275.99</p>	<p>Contract Times prior to this Change Order</p> <p>Substantial Completion: <u>August 15, 2022</u></p> <p>Ready for final payment: <u>---</u></p>
<p>Net Increase (decrease) of this Change Order</p> <p>\$0</p>	<p>Net Increase of this Change Order</p> <p align="center"><u>140 days</u></p>
<p>Contract Price with all approved Change Orders</p> <p>\$2,651,275.99</p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>January 2, 2023</u></p> <p>Ready for final payment: _____ days or dates</p>

RECOMMENDED: X

ACCEPTED:

APPROVED:

By:  By:  By: _____
Engineer (Authorized Signature) Contractor (Authorized Signature) Owner (Authorized Signature)

Date: July 6, 2022 Date: 7/6/2022 Date: _____



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

CONSTRUCTION COMPANY, INC.

A CERTIFIED WBE & DBE CONTRACTOR

June 17, 2022,

Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Attn: Josh Hawley

Re: Town Wide Water Storage Tank Rehabilitation and Replacement
Carmel Water Districts 2,3,8 and 14
Contract No. C268

Subject: Contract Extension of Time

Mr. Hawley,

Arold Construction is respectfully requesting a 140 day no cost time extension for the above referenced project.

Global supply chain issues have delayed the procurement of many materials required for this project and are the direct cause of the project delay.

Steel shortages have delayed the production of the two new tanks by months. When ordered, the two tanks were scheduled to be delivered 4/11/22 and 4/18/22. This was before steel shortage issues began to arise. Today, the tanks are still not complete because the steel mills have not been able to supply enough steel to the tank factory. We now hope to have the tanks delivered in late July, but do not have a set ship date. These steel shortages have delayed the completion of the project over 100 days.

The manufacturing and delivery of the VFD's has been delayed due to supply chain issues as well. The VFD's were scheduled to ship on 5/25/22 and have now been rescheduled for 7/27/22 and 9/6/22. The delay of this equipment has delayed the rehabilitation of the Kings Ridge and Crest Tanks. Without this equipment the temporary tankers cannot be put in place and the tanks cannot be drained.

Sincerely,

Rian Baker,
Project Manager



WS7/13/2022 AGENDA ITEM #7

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: July 7, 2022

Re: C275 - CSD 2 Bar Screen and Grit Classifier
No Cost Change Order No. 2 Request

As the Board is aware, the influent bar screen and influent grit classifier portion of the referenced project was awarded to Wittcon Inc.

The contractor has indicated that the timelines for design, fabrication and installation of the equipment cannot be completed within 10 weeks as outlined in the contract. They have discussed this with the two (2) manufacturers providing the equipment and have provided the attached updated timeline for the scope of the project based on current conditions that both vendors are experiencing. This delay was not caused by the Contractor.

In order to ensure appropriate time for the contractor to complete the project, we recommend that the Board authorize the NO COST Work Change Order #2 (attached). The proposed contract completion date would then be on or before September 7, 2022.

Attached please find the proposed **no-cost** Change Order #2. We recommend that the Board approve Change Order #2 and authorize the Supervisor to sign the same.

WITTCON, INC.

(845) 361-4899

PO Box 4 Thompson Ridge, New York 10985

wittcon.inc@gmail.com

CHANGE ORDER

PROJECT: Town of Carmel
Carmel Sewer District #2
Grit Classifier &
Dual Auger Systems

CHANGE ORDER #: 2
INITIATION DATE: 7/6/2022



CONTRACT DATE: November 9, 2021

CONTRACT FOR: Duperon & JDV equipment

THE CONTRACT IS CHANGED AS FOLLOWS:

Project time line and contract date is as follows:

- 6 weeks for design drawings from the manufacturer.
- 3 weeks allowed for Project Engineer to review and approve shop drawings.
- 17 weeks for fabrication. *this date begins on receipt of approved drawings from Project Engineer.
- 4 weeks for shipping.
- 4 weeks for installation.
- 2 weeks for startup/commissioning.
- Total: 36 weeks (updated for JDV Equip. delay 7/1/22)

Original Contract Sum	\$ 340,000.00
Net Change by Previous Change Orders	\$ 0
The Contract Sum prior to this Change Order	\$ 340,000.00
The Contract Sum will be not changed by this change Order in the amount of	\$ 0
Revised Contract Sum	\$ 340,000.00

The Contract Time will be Changed by adding (190) days.

The date if Substantial Completion as of the date of this change order therefore is: September 7, 2022

Wittcon, Inc
PO Box 4
Thompson Ridge, NY 10985
wittcon.inc@gmail.com

Signed
Julie Wittenberg, President

Name & Title

Date: 7/6/2022

Signed

Name & Title

Date:

Signed

Name & Title

Date:

C275 – CSD2 Bar Screen and Grit Classifier

PROJECT

DATE OF ISSUANCE 07-07-22 **EFFECTIVE DATE** 07-07-22

OWNER The Town of Carmel
OWNER's Contractor No. C275

CONTRACTOR: Wittcon Inc. **ENGINEER:** Town of Carmel

You are directed to make the following changes in the Contract Documents.

Reason for Change Order: Original time of completion 10 weeks. Time of completion changed to 30 weeks as identified below.

Description: No Change in Contract Value.

- 6 weeks for design drawings from the manufacturer.
- 3 weeks allowed for Project Engineer to review and approve shop drawings.
- 17 weeks for fabrication. *this date begins on receipt of approved drawings from Project Engineer.
- 4 weeks for shipping.
- 4 weeks for installation.
- 2 weeks for startup/commissioning

Attachments: Contractor Request letter.

<p align="center">CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p>\$340,000.00</p>	<p align="center">CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times</p> <p>Substantial Completion: <u>March 1, 2022</u></p> <p>Ready for final payment: _____</p>
<p>Net changes from previous Change Orders No. to No.</p> <p align="center">None</p>	<p>Net change from previous Change Orders No. to No.</p> <p align="center">None</p>
<p>Contract Price prior to this Change Order</p> <p align="center">---</p>	<p>Contract Times prior to this Change Order</p> <p>Substantial Completion: <u>July 18, 2022</u></p> <p>Ready for final payment: <u>---</u></p>
<p>Net Increase (decrease) of this Change Order</p> <p>\$0</p>	<p>Net Increase of this Change Order</p> <p align="center"><u>51 days</u></p>
<p>Contract Price with all approved Change Orders</p> <p align="center">---</p>	<p>Contract Times with all approved Change Orders</p> <p>Substantial Completion: <u>September 7, 2022</u></p> <p>Ready for final payment: _____ days or dates</p>

RECOMMENDED:

ACCEPTED:

APPROVED:

By: _____ By: _____ By: _____
 Engineer (Authorized Signature) Contractor (Authorized Signature) Owner (Authorized Signature)

Date: _____ Date: _____ Date: _____

WS7/13/2022 AGENDA ITEM #8

LICENSE AGREEMENT RE: LAKEVIEW ELEMENTARY SCHOOL PARKING LOT

THIS AGREEMENT is made and entered into the _____ day of _____, 2022, by and between MAHOPAC CENTRAL SCHOOL DISTRICT ("District"), a municipal corporation formed under the laws of the State of New York, with administrative offices at 179 East Lake Boulevard, Mahopac, New York 10541-166663, and the TOWN OF CARMEL, a municipal corporation formed under the laws of the State of New York, having its town offices at 60 McAlpin Avenue, Mahopac, New York 10541 ("Town"). The District and the Town are collectively referred to as the "Parties".

WHEREAS, Town Water District #8 requires maintenance and repair, and to continue supplying water to Town residents, the Town must connect an alternative water source for approximately four to six weeks while Water District #8 undergoes maintenance and repair;

WHEREAS, the Town desires to connect a water tanker truck directly to a fire hydrant near Lakeview Elementary School's west entrance that will supply water to Town residents, and requests the District's permission to park a water tanker truck at the Lakeview Elementary School parking lot located at or near 112 Lakeview Drive, Mahopac, New York ("Water Project");

WHEREAS, the District desires to cooperate with the Town's effort to continue and maintain its water supply to the residents of the Town;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. The District is the fee owner of the Lakeview Elementary School parking lot, located at or near 112 Lakeview Drive, Mahopac, New York 10541 (the "Property");

Section 2. The Town shall undertake at the Town's own expense and with the permission and consent of the District, the Water Project.

Section 3. The District hereby grants the Town access to store its water tanker truck at the Property, for the purpose of connecting an alternative water source and supplying water to Town residents.

Section 4. This Agreement shall begin on _____ and terminate on _____.

Section 5. The District may terminate this Agreement for convenience, at any time, upon seven (7) days written notice to the Town.

Section 6. The Town shall procure all necessary approvals and permits for the construction and installation of the Water Project at its sole cost and expense.

Section 7. The Town shall at its own cost and expense safeguard and protect the water tanker truck at the Property and surrounding area at all times with appropriate fencing, cones, and signage.

Section 8. The Town shall at its own cost and expense purchase and maintain insurance and shall require all contractors (and subcontractors) retained to do such work related to the Water Project to purchase and maintain insurance of the types and limits as follows:

Commercial General Liability:	\$1 million per occurrence/\$2 million aggregate
Automobile Liability:	\$1 million combined single limit
Workers' Compensation:	Statutory
N.Y.S. Disability Insurance:	Statutory
Umbrella/Excess Insurance:	\$3 million per occurrence/\$3 million aggregate

The Town hereby agrees to effectuate the naming of the District as an Additional Insured on its policies, and agrees to require all contractors (and subcontractors) retained to do such work related to the Water Project to effectuate the naming of the District as an Additional Insured on its policies, with the exception of workers' compensation and N.Y. State disability insurance. The Town agrees to provide the District with its own Certificate of Insurance and Certificates of Insurance of all contractors (and subcontractors) evidencing the above requirements have been met, prior to the commencement of work.

Section 9. The Town shall defend, indemnify, and hold harmless the District from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, judgments, and/or reasonable attorneys' fees which may arise therefrom, as well as against any fees, costs, charges or expenses which the District may incur in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) the Town's breach or claim of breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to the Town or its contractors (and subcontractors) exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of the Town or any of its agents, and contractors (and subcontractors) in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given.

Section 10. The Town and its agents and contractors (and subcontractors) shall conduct all work activities on the Property in a good workmanlike manner and in accordance with prevailing industry practices, standards and procedures. The Town and its agents and contractors (and subcontractors) shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any material inconvenience, disruption or interference to the District or the District's use of the Property. The Town shall repair any damage to the Property caused by the storage of its water tanker truck at the Property; and shall restore the affected area to its previous condition.

Section 11. This Agreement may not be assigned by the Town without the written consent of the District.

Section 12. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York except where the Supremacy Clause of the U.S. Constitution arises. All

disputes arising under this Agreement shall be litigated in Supreme Court, Putnam County.

Section 14. This Agreement is subject to the approval of the Board of Education of the Mahopac Central School District.

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

Dated: _____

MAHOPAC CENTRAL SCHOOL DISTRICT

By: Michael Mongon
Board President

TOWN OF CARMEL

By: Michael Cazzari, Supervisor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding dated as of the 1st day of July, 2022, is entered into between the BOARD OF EDUCATION OF THE MAHOPAC CENTRAL SCHOOL DISTRICT (the “School District”) a municipal corporation with offices located at 179 East Lake Boulevard, Mahopac, New York, and the TOWN OF CARMEL (the “Town”), a municipal corporation, with offices located at 60 McAlpin Avenue, Mahopac New York, for the following purpose.

The School District and the Town have entered into an intermunicipal cooperative agreement, a copy of which is attached hereto as Exhibit “A” and incorporated by reference herein, which expired on June 30, 2021 (the “Agreement”), and was subsequently extended by Memorandum of Understanding (“MOA”) through June 30, 2022. The parties wish to extend the term of the Agreement for a period of one year through and including June 30, 2023. For the purpose of this Memorandum of Understanding, all of the terms and conditions of the expired Agreement, as amended and extended by the MOA, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby acknowledges that they have read and fully understand the foregoing Memorandum of Understanding and further, that they agree to each of the terms and conditions contained herein.

**BOARD OF EDUCATION OF THE
MAHOPAC CENTRAL SCHOOL DISTRICT**

, President

TOWN OF CARMEL

Michael Cazzari, Supervisor

EXHIBIT A

Fully Executed Copy of
Intermunicipal Cooperative Agreement
Dated July 1, 2016

(To be Provided)

EXHIBIT B

Fully Executed Copy of
Memorandum of Agreement
Dated October , 2021
(To be Provided)