

**KENNETH SCHMITT**  
Town Supervisor

**TOWN OF CARMEL**  
**TOWN HALL**

**ANN SPOFFORD**  
Town Clerk

**SUZANNE MC DONOUGH**  
Town Councilwoman  
Deputy Supervisor

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

**KATHLEEN KRAUS**  
Receiver of Taxes

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

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

**TOWN BOARD WORK SESSION**  
**Wednesday, October 14, 2020 7:00pm**

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**PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE**

**6:00pm Executive Session:**

1. Litigation Update
2. Personnel – Police Chief Vacancy
3. Budget F/Y 2021

**“POLICE AWARDS RECOGNITION CEREMONY”**

**Town Board Special Voting Meeting:**

1. Res: Adopting the Tentative Budget as the Preliminary Budget
2. Res: Authorizing the Scheduling of Public Hearing in Connection with Preliminary Budget (November 4, 2020)

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

**Town Board Work Session:**

- Review of Town Board Minutes September 23 and 30, October 7, 2020.
1. Lt. John Dearman, Carmel P.D. – Consider Request to Advertise for Bids for the Purchase of Police Uniforms
  2. Lt. John Dearman, Carmel P.D. – Consider Request to Accept Proposal for the Purchase and Installation of three (3) Computers for Police Vehicles-Three (3) Dodge Durangos
  3. Mary Ann Maxwell, Town Comptroller – Consider Request to Authorize Purchase and Installation of 2020 IT Equipment
  4. Michael Carnazza, Building & Codes Enforcer – including Fire Inspector, Joseph Wilichoski, Consider Request to Attend Virtual Seminars– October 19, 20, and 21, 2020 - Annual Credit Certifications – Capital District Building Officials Educational Conference
  5. Richard Franzetti, PE, Town Engineer – Consider Request to Acknowledge Emergency Repairs/Services CWD#2
  6. Richard Franzetti, PE, Town Engineer – Consider Request to Accept Proposal for Purchase and Installation of Primary Clarifier Gear Box CSD#4

7. James Gilchrist, Director of Recreation & Parks – Consider Eagle Scout Project – Horseshoe Pit and Message Board at Sycamore Park – Eagle Scout Candidate Ryan Kick, Boy Scout Troop 371, Mahopac
8. James Gilchrist, Director of Recreation & Parks – Consider Request to Declare Old Vehicle Obsolete and Authorize Disposal
9. James Gilchrist, Director of Recreation & Parks- Consider Request to Authorize Awarding of Bid for Airport Park Septic System - Contract # C-270
10. Michael Simone, Highway Superintendent – Consider Request to Authorize Purchase of 2005 BOMAG BW120AU-4 ROLLER
11. Michael Simone, Highway Superintendent – Consider Request to Purchase Bulk Diesel – NYS Office of General Services Contract#PC68208
12. Michael Simone, Highway Superintendent – Consider Request to Retain Highway Rehab for In-Place Recycling of Certain Town Roads (Putnam County Contract#RFB-25-19)
13. Michael Simone, Highway Superintendent – Consider Request to Authorize Purchase of Services off of Putnam County Bid #RFP-21-19 – Atlantic Pavement Marking, Inc.
14. Michael Simone, Highway Superintendent – Consider Request to Award Bids for Miscellaneous Highway Supplies and Materials

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

**Open Forum:**

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

## RESOLUTION #1

### RESOLUTION ADOPTING THE TENTATIVE BUDGET AS THE PRELIMINARY BUDGET

RESOLVED, that the Town Board of the Town of Carmel hereby adopts the Town Supervisor's Tentative Budget as the Preliminary Budget for fiscal year 2021.

#### Resolution

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

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

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

## **RESOLUTION #2**

### **RESOLUTION AUTHORIZING THE SCHEDULING OF PUBLIC HEARING IN CONNECTION WITH PRELIMINARY BUDGET**

RESOLVED that the Town Board of the Town of Carmel hereby authorizes the scheduling of a Public Hearing in regard to the Preliminary Budget for fiscal year 2021 including the General Town Fund, Highway Funds as well as all Water Districts, Sewer Districts, Park Districts, Fire Districts, Garbage District, Fire Protection Districts and Lighting Districts; and

BE IT FURTHER RESOLVED that said Public Hearing shall be held on the 4<sup>th</sup> day of November, 2020 at Town Hall, 60 McAlpin Avenue, Mahopac, New York at 7:00 PM or as soon thereafter that evening as possible, at which all interested persons shall be heard; and

BE IT FURTHER RESOLVED that the proposed salaries of the following officials for fiscal year 2021 shall be advertised, as required by Section 108 of the Town Law of the State of New York, as follows in said notice:

**Town Supervisor \$127,296.00**

**Town Council Members \$22,276.80**

**Town Clerk \$97,063.20**

**Town Highway Superintendent \$131,539.20**

BE IT FURTHER RESOLVED that Town Clerk Ann Spofford is hereby authorized and directed to publish the Notice of said Public Hearing in the official newspapers of the Town a minimum of five (5) days prior to November 4, 2020; and

BE IT FURTHER RESOLVED that the Town Clerk of the Town of Carmel is hereby authorized and directed to post the Notice of said Public Hearing on the Town Bulletin Board a minimum of five (5) days prior to November 4, 2020; and

BE IT FURTHER RESOLVED that a copy of the preliminary budget be available at the Office of the Town Clerk where it may be inspected by any interested person during office hours.



Resolution

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

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

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



## TOWN OF CARMEL

### POLICE DEPARTMENT

60 MCALPIN AVENUE, MAHOPAC, NY 10541

TEL. (845)628-1300 FAX (845)628-2597

<https://www.ci.carmel.ny.us/police-department>

LT. JOHN DEARMAN  
COMMANDING  
OFFICER

October 1, 2020

To Whom It May Concern:

The Town of Carmel Police Department is in the process of requesting proposals for the purchase of the department's uniforms. Please review the attached specification list of the required items for bid on a yearly basis. If you have questions about the specifications, please contact my Administrative Assistant, Rose Bierbaum, at 845-628-1300.

All proposals must be in writing and include the address of the bidder's showroom that must be within a twenty-five (25) mile radius of the Town of Carmel. The bidder must have on-site facilities for the alterations, repair, and embroidery of uniforms. All articles of clothing shall be free of damage and defects of any kind. Upon the Police Department's request, each bidder must submit samples, without any expense to the Town of Carmel Police Department.

The Town of Carmel has the option to choose the vendor that would best serve the interest of the Department.

The Town of Carmel has the exclusive option to renew the awarded contract for up to three (3) additional one year extensions. The Town will give thirty (30) days written notice to the vendor for each and every additional one (1) year extension. Any such extension will also be accepted by the vendor within said thirty (30) day notice period.

Thank You,

A handwritten signature in black ink, appearing to read "Lt. J. Dearman", followed by the number "62".

Lt. John Dearman  
Commanding Officer



**2021**  
**TOWN OF CARMEL POLICE DEPARTMENT**  
**BID SPECIFICATIONS FOR UNIFORM BID**

**Elbeco Tek3 Cargo Pants**

Men's Midnight Navy E2844R	\$ _____	each
Women's Midnight Navy E2854LC	\$ _____	each

**Elbeco ADU Ripstop Shirts(\*)(\*\*)**

Men's Midnight Navy LS 5614	\$ _____	each
Men's Midnight Navy SS 5634	\$ _____	each
Women's Mid. Navy LS 5624LC	\$ _____	each
Women's Mid. Navy SS 5624LC	\$ _____	each

**Elbeco UV1 Undervest Shirts(\*)(\*\*)**

Men's Midnight Navy LS UVS101	\$ _____	each
Men's Midnight Navy SS UVS102	\$ _____	each
Women's Mid. Navy LS UVS103	\$ _____	each
Women's Mid. Navy SS UVS104	\$ _____	each

**Elbeco Duty Jacket(\*)(\*\*)**

Mid. Navy SH3204 (Outer Shell)	\$ _____	each
Performance Soft Shell Mid. Navy SH3504	\$ _____	each

**ElbecoTexTrop2 Shirts(Class A)(\*)(\*\*)**

Men's White LS 310N	\$ _____	each
Men's White SS 3310N	\$ _____	each
Men's White Zippered LS Z310N	\$ _____	each
Men's White Zippered SS Z3310N	\$ _____	each
Women's White LS 9310LCN	\$ _____	each
Women's White SS 9810LCN	\$ _____	each
Men's Mid. Navy LS 314N	\$ _____	each
Men's Mid. Navy SS 3314N	\$ _____	each
Men's Mid. Navy Zippered LS Z314N	\$ _____	each
Men's Mid. Navy Zippered SS Z3314N	\$ _____	each
Women's M. Navy Zippered SS Z9814LCN	\$ _____	each

**Elbeco TexTrop2 Pants (Class A)(\*\*\*)**

Men's Mid. Navy 4-Pocket E314RN	\$ _____	each
Women's Mid. Navy 4-Pocket E9314LC	\$ _____	each

**Elbeco Top Authority Blousecoats(\*)**

Men's Single Breasted 4 Pocket DC13800	\$ _____	each
Women's Single Breasted 4 Pocket	\$ _____	each

**Elbeco Ufx Tactical Polos(\*\*\*)**

Men's LS	\$ _____	each
Men's SS	\$ _____	each
Women's LS	\$ _____	each
Women's SS	\$ _____	each

**Miscellaneous**

8 Point Cap	\$ _____	each
8 Point Cap Cover	\$ _____	each
Reversible Raincoat ANSI 3	\$ _____	each
8 Point Cap rain cover	\$ _____	each
FlexFit Baseball Cap Navy*****	\$ _____	each

\*Includes sewing CPD shoulder patches on garment. CPD shoulder patches to be supplied by CPD.

\*\*Embroidered police shield left chest, officers first initial last name right breast; shield and name in silver for police officers, gold for Detectives, Sergeants, Lieutenants and Chief.

\*\*\*Side seaming waist to hem, according to Rank, ½ braid for Police Officer/Detective and 1” braid for Sergeants, Lieutenants, and Chief.

\*\*\*\*Embroidered police shield on left chest only.

\*\*\*\*\*Mini CPD Patch(supplied by CPD) sewn to front of cap and shield number embroidered to back.

**Instructions to bidders:**

1. The bidder must maintain a showroom within a twenty-five (25) mile radius of the Town of Carmel.
2. The bidder must have on-site facilities for the alterations, repair, and embroidery of uniforms.
3. All articles of clothing shall be free of damage and defects of any kind. Upon the Police Department's request, each bidder must submit samples, without any expense to the Town of Carmel Police Department.
4. Uniforms must be received within thirty (30) business days from the order date, excluding special orders.
5. The Town of Carmel has the option to choose the vendor that would best serve the interest of the Department.

Legal name of bidder: \_\_\_\_\_

A/K/A (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

Print Representative's Name: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

## 10/14/2020 Work Session Agenda Item #2

**From:** [Dearman,John](#)  
**To:** [Pasquerello,Anne](#)  
**Subject:** FW: Durango  
**Date:** Thursday, October 1, 2020 11:25:06 AM  
**Attachments:** [ITS.ITS044040NY.v1.6.pdf](#)

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Anne,

Can you please put the attached on for next work session. I believe I need a resolution even though it is less than what was previously budgeted for in 2020 budget. We need to purchase and install 3 computers for the 3 new Durangos we are finally getting. Thanks,

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**From:** Brown,Neil  
**Sent:** Thursday, October 1, 2020 11:19 AM  
**To:** Dearman,John; Bierbaum,Rose  
**Subject:** Fwd: Durango

Neil Brown  
Sergeant # 216  
Town of Carmel Police Department  
60 McAlpin Ave  
Mahopac, NY 10541  
M (845) 628-1300  
F (845) 621-2297  
[nb@ci.carmel.ny.us](mailto:nb@ci.carmel.ny.us)  
Patch2

Confidentiality Note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you.

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**From:** Robert Gronenthal <[robert@islandtechservices.com](mailto:robert@islandtechservices.com)>  
**Sent:** Thursday, October 1, 2020 9:43:44 AM  
**To:** Brown,Neil <[nb@ci.carmel.ny.us](mailto:nb@ci.carmel.ny.us)>  
**Subject:** RE: Durango

Neil,

Here is the new quote with everything updated. Let me know if this is good to go along with a PO number you wish to reference.

Thanks again!

Best regards,

MDT\_CF54\_Q3

Quote #ITS044040NY  
v1



**Prepared by:**

**Ronkonkoma Office**

Robert Gronenthal  
980 S 2nd Street  
Ronkonkoma, NY 11779

**P:** 631.447.2442 x236

**E:**  
Robert@islandtechservices.com

**Bill to:**

**Carmel Police Department**

Mike Cazzari  
60 McAlpin Avenue  
Mahopac, NY 10541

**P:** (845) 628-1305

**E:** msc@ci.carmel.ny.us

**Ship to:**

**Carmel Police Department**

Mike Cazzari  
60 McAlpin Avenue  
Mahopac, NY 10541

**P:** (845) 628-1305

**E:** msc@ci.carmel.ny.us

**Date Issued:**

**10.01.2020**

**Expires:**

**12.30.2020**

**Contract #:**

**PT67819 - PM68148**

Products	Price	Qty	Ext. Price
<b>** TOUGHBOOK **</b>			
FZ-55A0-01VM <b>TOUGHBOOK CF-55</b> WIN10 PRO, INTEL CORE I5-8365U 1.6GHZ, VPRO, 14.0" HD, 512GB SSD, 8GB, INTEL WI-FI, BLUETOOTH, TPM 2.0, 4G LTE BAND 14 (EM7511), DUAL PASS (CH1:WWAN-GPS/CH2:WWAN), INFRARED WEBCAM, EMISSIVE BACKLIT KEYBOARD, FLAT, PROTECTIONPLUS WARRANTY - LAPTOP (YEARS 1, 2, 3),	\$2,880.00	3	\$8,640.00
<b>** MOUNTING **</b>			
DS-PAN-432 <b>Havis - Docking Station with Power Supply for Panasonic's Toughbook 54 and 55 Rugged Laptop</b>	\$795.00	3	\$2,385.00
C-MD-112 <b>Havis-Tilt/swivel slide motion adapter</b>	\$230.00	3	\$690.00
C-HDM-214 <b>Havis-8.5" Heavy Duty Telescoping Pole, side mount</b>	\$88.00	3	\$264.00
CG-X <b>Havis-Chargeguard-select</b>	\$69.00	3	\$207.00
C-ARPB-114 <b>Havis - Brother Arm rest printer bracket: top mount</b>	\$214.00	3	\$642.00
<b>** MODEM **</b>			
1104073 <b>Sierra Wireless AirLink MP70 + WiFi - LTE-A Pro - NA - DC Cable</b>	\$775.00	3	\$2,325.00
AP-CCWWWG-Q-S222222-RP345-BL <b>AP-ULTRAMAX MIMO-Two Cell/LTE &amp; Three WiFi &amp; GNSS-Black-SMA-Bolt</b>	\$250.00	3	\$750.00
15212 <b>25FT CAT5E SNAGLESS UNSHIELDED (UTP) ETHERNET NETWORK PATCH CABLE - BLUE</b>	\$5.00	3	\$15.00
<b>** TRACS Printer &amp; Scanner **</b>			
PJ723 <b>BROTHER - PocketJet PJ723 Direct Thermal Printer</b>	\$345.00	3	\$1,035.00
LB3602 <b>BROTHER - POCKETJET CABLE - 10FT</b>	\$9.00	3	\$27.00
LB3692 <b>BROTHER -Vehicle Wiring Kit</b>	\$19.50	3	\$58.50
<b>** Installation **</b>			
Vehicle-MDT-Install <b>Installation Of Vehicle Mounted Equipment</b> - Onsite Installation at Customer Site - Customer must provide garage or covered location - Installation includes wiring and labor - Installation based on manufacturers install guide	\$550.00	3	\$1,650.00



Subtotal:	<b>\$18,688.50</b>
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Quote Summary		Amount
Products		\$18,688.50
Total:		<b>\$18,688.50</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Acceptance

**Ronkonkoma Office**

Robert Gromenthal

Robert Gronenthal

Signature / Name

10/01/2020

Date

**Carmel Police Department**

Mike Cazzari

Signature / Name

Initials

1/1/0001 12:00:00 AM

Date

10/14/2020 Work Session Agenda Item #3

TOWN OF CARMEL TECHNOLOGY UPGRADES FISCAL YEAR 2020

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



Town of Carmel 2020 IT System Upgrades				9/30/2020	Revision 2	Page 1
Anti-Virus Subscription Renewal - Current 2 Year Subscription Expires / Renews November 2020.						
100	Trend Micro	CMRA0044	Trend Micro Worry Free Business Advanced - 1 Year Renewal - \$20.64 Per License Per Year	\$20.64	\$2,063.60	
100	Trend Micro	CMRI0013	Trend Micro Worry Free Business Advanced - 2 Year Renewal - \$18.57 Per License Per Year - 2 Year Best Price	\$37.13	\$3,712.50	Choose 1
100	Trend Micro	CMRJ0002	Trend Micro Worry Free Business Advanced - 3 Year Renewal - \$18.56 Per License Per Year	\$55.70	\$5,570.40	
2020 Infrastructure Upgrades						
Upgrade Existing Verizon FIOS 150mb x 150mb Internet Connection Speed to 400mb x 400mb						
1	Verizon / FiOS	FiOS 400 x 400	Upgrade existing Verizon FiOS Internet Connection to 200mb x 200mb to provide sufficient additional bandwidth to support for a large number of additional users.	Projected monthly and annual cost	-\$73.16	(\$877.92)
Add Intrusion Detection or Full Unified Threat Management (UTM) Service To Firewalls - Select 1 Of 3 Options From Below						
NYS is now requiring all Municipal entities with locations that store and or process personal, private or sensitive information (PPSI) to implement advanced security measures at each of their locations containing PPSI. The requirements include advanced firewall features, which at minimum specify Intrusion Detection, Prevention and Logging. There are other user, group and account security measures required, most of which are in place, with the remainder being handled by our support team. Below are listed options to add either Intrusion Detection and Prevention or Full Unified Threat Management Suite UTM) to the Town's firewalls. Full UTM includes the following features over and above Intrusion Detection: Application Control, Advanced Persistent Threat Protection, Web and Content filtering, IP Reputation, Data Loss Prevention, Anti-Malware, Anti-Virus and Anti-Spam. If Internet is upgraded from 150x150 to 400x400 the annual cost will be reduced by \$480.00, but in order to take advantage of the increased bandwidth, we will need to upgrade to the newer firewall, which has increased capacity to handle the increased bandwidth.						
1	Fortinet	IPS Coterm Quote 2189077-1	Add Full UTM To Town Hall Firewall (Town Police Highway). 10/1/2020 to 7/26/2023 (34 Months)	\$2,644.91	\$2,644.91	
1	Fortinet	IPS Coterm Quote 2189077-1	Add Full UTM To Recreation Firewall. 10/1/2020 to 7/26/2023 (34 Months)	\$991.31	\$991.31	
4	Sullivan Data	Installation & Configuration	Install, Configure & Document UTM Threat Protection On 2 Existing Firewalls	\$155.00	\$620.00	\$4,256.22
OR						
1	Fortinet	IPS Coterm Quote 2189070-1	Add Intrusion Detection and Prevention To Town Hall Firewall (Town Police Highway) 10/1/2020 to 7/26/2023 (34 Months)	\$1,621.40	\$1,621.40	
1	Fortinet	IPS Coterm Quote 2189070-1	Add Intrusion Detection and Prevention To Recreation Firewall 10/1/2020 to 7/26/2023 (34 Months)	\$609.98	\$609.98	
2	Sullivan Data	Installation & Configuration	Install, Configure & Document Intrusion Detection On 2 Existing Firewalls	\$155.00	\$310.00	\$2,541.38
OR						
Third Option - Replace Older Main Firewall With New Unit Having 3 Year UTM And Add 3 Year UTM To Newer Recreation Firewall						
1	Fortinet	FG-100F-BDL-950-36	Fortinet 100F Firewall With 3 Year 24x7 Hardware Warranty And 3 Year Full UTM Subscription	\$4,997.30	\$4,997.30	
1	Fortinet	IPS Coterm Quote 2189077-1	Add Full UTM To Recreation Firewall. 10/1/2020 to 7/26/2023 (34 Months)	\$991.31	\$991.31	
4	Sullivan Data	Installation & Configuration	Install, Configure & Document UTM Threat Protection On 2 Existing Firewalls	\$155.00	\$620.00	\$6,608.61
Carmel Recreation - Add Commercial Wireless System To Sycamore Park						
This proposal provides for the design, installation and startup of a commercial multi-mode, multi-zone wireless system at Sycamore Park. This system will provide both public and internal secure wireless access covering the areas indicated on the coverage map provided separately. The system will be managed by and integrated with the existing firewall / wireless controller currently installed in the Recreation Office. High power external access points will be placed on the North, East and West exterior walls of the Recreation Building as well as on the Lifeguard shack. An interior rated access point will be placed in the interior Recreation space.						
Upgrade Existing Verizon FIOS 75mb x 75mb Internet Connection Speed to 200mb x 200mb						
1	Verizon / FiOS	FiOS 200 x 200	Upgrade existing Verizon FiOS Internet Connection to 200mb x 200mb to provide sufficient additional bandwidth to support for a large number of additional users.	Projected monthly and annual cost	-\$49.00	(\$588.00)

Town of Carmel 2020 IT System Budget Estimates				9/30/2020	Revision 2	Page 2
Carmel Recreation - Add Commercial Wireless System To Sycamore Park (cont)						
FortiGate Multi-Mode High Capacity Dual Radio Access Points - Pricing Listed Below Reflects Additional Discounts If New Firewall For TH Is Purchased At Same Time As This Equipment						
1	Fortinet	FAP-221E-A	Indoor Wireless AP - Dual radio (802.11 b/g/n and 802.11 a/n/ac Wave 2, 2x2 MU-MIMO), internal antennas, 1 x 10/100/1000 RJ45 port, BT / BLE. Ceiling/wall mount kit included. For power order: 802.3af PoE injector GPI-115 or AC adapter SP-FAP200-PA.	\$272.25	\$272.25	
3	Fortinet	FAP-222E-A	Outdoor Wireless AP - Dual radio (802.11 b/g/n and 802.11 a/n/ac Wave 2, 2x2 MU-MIMO), external antennas included, 1 x 10/100/1000 RJ45 port, BT / BLE. Pole / wall mount, lightning grounding wire, and PoE injector included.	\$786.50	\$2,359.50	
1	Fortinet	FAP-224E-A	Outdoor Wireless AP - Dual radio (802.11 b/g/n and 802.11 a/n/ac/ac Wave 2, 2x2 MU-MIMO), internal antennas, 2 x 10/100/1000 RJ45 port, 1 SFP port, BT / BLE, IP67 rated. Pole / wall mount, lightning grounding wire included. For power order: 802.3af PoE injector GPI-115.	\$483.40	\$483.40	
2	Fortinet	GPI-115	1-Port Gigabit PoE Power Injector, 802.3at up to 15W for 200 Series Access Points. 1 For 221E and 1 For 224E	\$39.60	\$79.20	\$3,194.35
			Fortinet Hardware Price Was \$3,892.00 Price Shown Here (\$3,194.35) Represents A Cost reduction of \$697.65 If Wireless Equipment Is Purchased With The Firewall Above.			
Cabling Equipment and Materials						
1	Various	3/4 Interior Plywood	3/4" Interior Finished Plywood For Device Mounting.	\$29.41	\$29.41	
600	Hitachi	CAT5e Burial	Cat5e Black Outside Plant Rated Gel Filled Cabling.	\$0.25	\$148.24	
200	Hitachi	Cat6 Plenum Blue	Cat6 Blue Plenum Rated Interior Cabling.	\$0.25	\$49.41	
4	AMP	6-554720-3	AMP RJ45 Male 8 Port Clear Plug Connectors.	\$1.18	\$4.71	
8	Accu-Tech	Cat5e Yellow Patch	2' or 3' Cat6 Yellow Patch Cords - Patch Panel To POE Injector and Injector To Firewall.	\$4.12	\$32.94	
25	Hellerman	TSR2FW-8A	Wiremold TSR2 8' Straights - Priced Per Foot.	\$2.94	\$73.53	
1	Hellerman	Miscellaneous	Hellerman Couplers, Straight & End Caps, Ceiling Adapters, Flat and Inside 90's	\$23.53	\$23.53	
1	Sullivan Data	Misc.	Miscellaneous Mounting Hanging Anchoring and Termination Hardware	\$50.00	\$50.00	
1	UPS	Inbound Freight	Inbound Freight For Cabling Materials	\$25.00	\$25.00	\$436.76
Installation Configuration Startup and Documentation Services						
1	Sullivan Data	Cabling Services	Cabling services to install and certify 5 new network cables from the patch panel near the main firewall location to 5 new access point locations, 1 on the interior of the Rec shared space, 3 on the exterior of the Recreation building and 1 on the Lifeguard building. Services Include time to determine and map out cabling route to each required location, installation and termination of the cabling and certifying to Cat5e or Cat 6 Gigabit Ethernet standards.	\$1,750.00	\$1,750.00	
1	Sullivan Data	Networking Services	Wireless testing to confirm optimum access point placement to achieve maximum coverage of the designated areas. Install POE power injectors for each access point adjacent to the current IT equipment location. Cross connect the POE injectors to the firewall and patch panel. Install, connect and configure 4 new wireless access points at designated locations in and on the main and lifeguard buildings. Create a new multi-mode, multi-zone wireless system, with an internal zone for Town owned and managed devices and a public zone for public internet access only. add the new wireless access points to the Fortinet 60E firewall / wireless controller. Test the new wireless system and each wireless access point for proper operation, update system documentation.	\$2,790.00	\$2,790.00	
				Installation & Configuration		\$4,540.00
				Sycamore Wireless System		\$8,171.11
				Showing cost reduction of \$697.65 if bought with FW		

Town of Carmel 2020 IT System Budget Estimates				9/30/2020	Revision 2	Page 3
2020 System Upgrades By Department						
Assessor - Replace Amanda C, Glenn D, Desktops and Glenn D Notebook - Glenn D Desktop Is Upgraded To Win 10 And Moved To Assessor Lookup. Clerk / Ann DT Upgraded To Win 10 and Moved To Assessor / Public						
2	Hewlett Packard	6ME29AV - NYS Contract	Z1 Tower G5 Intel Core i7-9700 3.0 / 4.6 8Core 8GB 256GB SSD DVDRW 3 DisplayPort Win10 Pro 64BIT	\$854.00	\$1,708.00	
1	Hewlett Packard	HP 30523149 / 31833900	HP Custom Build EliteBook 850 G6 With Numeric Keypad, Internal LTE Card and 5 Year Warranty	\$1,587.11	\$1,587.11	
1	Hewlett Packard	1FH46A8 - NYS Contract	E232 23" Wide Screen LED 1920x1080 1000:1 Contrast - 16x9 Format - Amanda combine with 1 existing E232 display.	\$155.00	\$155.00	
1	Hewlett Packard	1FH48A8 - NYS Contract	E243m 23.8" WS LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9. 1DP, 1HDMI, 1VGA Camera, Speakers & Mic Glenn 1	\$163.00	\$163.00	
1	Hewlett Packard	1FH47A8 - NYS Contract	E243 23.8" Wide Screen LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9 Wide Format. 1DP, 1HDMI, 1VGA Glenn 2	\$167.28	\$167.28	
1	Hewlett Packard	2LC49AA - NYS Contract	HP S101 Speaker Bar Amanda	\$21.00	\$21.00	
1	American Power	APCRBC123	Replacement Battery Pack For BR1000G UPS - Assessor Lookup	\$53.86	\$53.86	
2	Microsoft	021-10625	Office 2019 Standard MS Government License - Notebook Uses DT License	\$313.22	\$626.44	
1	Microsoft	Win 10 Pro - Indigo 28370	Microsoft Windows 10 Pro - Full License - 1 PC (800G1 Needs License, 800G1 Needs License)	\$66.00	\$66.00	
2	Crucial	CT250MX500SSD1	Crucial 256GB 2.5" SSD Drive - Both Need SSDs	\$55.00	\$110.00	
1	Corsair	CSSD-BRKT2	Corsair 3.5" to 2.5" Hard Disk Adapter Bracket - 800G1 Does Not Need, 800G2 Does	\$5.23	\$5.23	
3	Sullivan Data	Installation & Configuration	Installation, Configuration and Documentation Services For New Computers	\$500.00	\$1,500.00	
2	Sullivan Data	Relocation and Reconfiguration	Services To Reload Existing 800 Computer With Windows 10 Pro O/S, Reconfigure and Relocate	\$300.00	\$600.00	\$6,762.92
Building - Mike C Add 1MM Display.						
1	Hewlett Packard	1FH48A8 - NYS Contract	E243m 23.8" WS LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9. 1DP, 1HDMI, 1VGA Camera, Speakers & Mic	\$163.00	\$163.00	
1	Sullivan Data	Installation & Configuration	Installation, Configuration and Documentation Services For New Displays - Setup Dual Displays	\$50.00	\$50.00	\$213.00
Clerk - Replace Ann S - New PC 1 Std & 1MM Display. Alice Add 1 MM Disp. Ann Existing Desktop Moved To Assessor / Public Station With Win 10 Upgrade						
1	Hewlett Packard	6ME29AV - NYS Contract	Z1 Tower G5 Intel Core i7-9700 3.0 / 4.6 8Core 8GB 256GB SSD DVDRW 3 DisplayPort Win10 Pro 64BIT	\$854.00	\$854.00	
2	Hewlett Packard	1FH48A8 - NYS Contract	E243m 23.8" WS LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9. 1DP, 1HDMI, 1VGA Camera, Speakers & Mic	\$163.00	\$326.00	
1	Hewlett Packard	1FH47A8 - NYS Contract	E243 23.8" Wide Screen LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9 Wide Format. 1DP, 1HDMI, 1VGA	\$167.28	\$167.28	
1	Microsoft	021-10625	Office 2019 Standard MS Government License - Notebook Uses DT License	\$313.22	\$313.22	
1	Sullivan Data	Installation & Configuration	Installation, Configuration and Documentation Services For New Computers. Includes Add Display For Alice	\$550.00	\$550.00	\$2,210.50
Court - Replace Fran S UPS Unit And Lisa L UPS Batteries.						
1	American Power	BR1000MS	American Power Back UPS 1000MS With Interface Software and Cable	\$150.06	\$150.06	
1	American Power	APCRBC123	Replacement Battery Pack For BR1000G UPS	\$53.86	\$53.86	
1	Sullivan Data	UPS Install or Battery Replace	Services To Replace UPS Unit - No Charge Covered Under Support Agreement	\$0.00	\$0.00	\$203.92
Engineering - Replace Donna E, Existing Machine To Lori S (Already Win 10). Rich F Add Webcam						
1	Hewlett Packard	6ME29AV - NYS Contract	Z1 Tower G5 Intel Core i7-9700 3.0 / 4.6 8Core 8GB 256GB SSD DVDRW 3 DisplayPort Win10 Pro 64BIT	\$854.00	\$854.00	
1	Hewlett Packard	1FH48A8 - NYS Contract	E243m 23.8" WS LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9. 1DP, 1HDMI, 1VGA Camera, Speakers & Mic	\$163.00	\$163.00	
1	Hewlett Packard	1FH47A8 - NYS Contract	E243 23.8" Wide Screen LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9 Wide Format. 1DP, 1HDMI, 1VGA	\$167.28	\$167.28	
1	Logitech	960-000764	Logitech Pro Webcam C920 - Richard F	\$77.66	\$77.66	
1	Microsoft	021-10625	Office 2019 Standard MS Government License	\$313.22	\$313.22	
1	American Power	BR1000MS	American Power Back UPS 1000MS With Interface Software and Cable - For New Intern Desk Location	\$150.06	\$150.06	
1	Sullivan Data	Installation & Configuration	Installation, Configuration and Documentation Services For New Computers + Add Rich Webcam	\$535.00	\$535.00	
1	Sullivan Data	Relocation and Reconfiguration	Services To Reconfigure and Relocate Existing Windows 10 PC	\$250.00	\$250.00	\$2,510.22

Town of Carmel 2020 IT System Budget Estimates				9/30/2020	Revision 2	Page 4
Engineering - Update Arc-GIS And CAD Software						
	ESRI	ARC-GIS	Updated Version Of On-Prem or Online ARC-GIS		TBD	
	Auto Desk	AutoCAD	Updated Version Of On-Prem or Online AutoCAD		TBD	TBD
2020 System Upgrades By Department						
Finance - Add Webcams And Replace UPS Units Mary Ann and Michelle T.						
	2 Logitech	960-000764	Logitech Pro Webcam C920	\$77.66	\$155.32	
	2 American Power	BR1000MS	American Power Back UPS 1000MS With Interface Software and Cable	\$150.06	\$300.12	
	2 Sullivan Data	Installation & Configuration	Install & Document 2 Webcams	\$35.00	\$70.00	
	2 Sullivan Data	UPS Install or Battery Replace	Services To Replace UPS Unit - No Charge Covered Under Support Agreement	\$0.00	\$0.00	\$525.44
Highway - Replace Stacie N, Marc Conran and Mechanic Computers. Mike S Add 1 MM Display. Christine Y Replace UPS Unit						
	3 Hewlett Packard	6ME29AV - NYS Contract	Z1 Tower G5 Intel Core i7-9700 3.0 / 4.6 8Core 8GB 256GB SSD DVDRW 3 DisplayPort Win10 Pro 64BIT	\$854.00	\$2,562.00	
	4 Hewlett Packard	1FH48A8 - NYS Contract	E243m 23.8" WS LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9. 1DP, 1HDMI, 1VGA Camera, Speakers & Mic	\$163.00	\$652.00	
	3 Microsoft	021-10625	Office 2019 Standard MS Government License	\$313.22	\$939.66	
	1 American Power	BR1000MS	American Power Back UPS 1000MS With Interface Software and Cable	\$150.06	\$150.06	
	3 Sullivan Data	Installation & Configuration	Installation, Configuration and Documentation Services For New Computers	\$550.00	\$1,650.00	\$5,953.72
Planning - Replace Rose T Computer - Move Existing To Recreation Registration Station With Win 10 Upgrade						
	1 Hewlett Packard	6ME29AV - NYS Contract	Z1 Tower G5 Intel Core i7-9700 3.0 / 4.6 8Core 8GB 256GB SSD DVDRW 3 DisplayPort Win10 Pro 64BIT	\$854.00	\$854.00	
	1 Hewlett Packard	1FH48A8 - NYS Contract	E243m 23.8" WS LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9. 1DP, 1HDMI, 1VGA Camera, Speakers & Mic	\$163.00	\$163.00	
	1 Microsoft	021-10625	Office 2019 Standard MS Government License	\$313.22	\$313.22	
	1 Sullivan Data	Installation & Configuration	Installation, Configuration and Documentation Services For New Computers	\$500.00	\$500.00	\$1,830.22
Receiver - Replace Antoinette P and Gary K Computers - Antoinette and Gary Existing PCs Upgraded To Win 10 And Moved To Receiver Counter and Spare Desk Respectively. Replace UPS Batteries Kathleen & Counter						
	2 Hewlett Packard	6ME29AV - NYS Contract	Z1 Tower G5 Intel Core i7-9700 3.0 / 4.6 8Core 8GB 256GB SSD DVDRW 3 DisplayPort Win10 Pro 64BIT	\$854.00	\$1,708.00	
	2 Hewlett Packard	1FH48A8 - NYS Contract	E243m 23.8" WS LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9. 1DP, 1HDMI, 1VGA Camera, Speakers & Mic	\$163.00	\$326.00	
	2 American Power	APCRBC123	Replacement Battery Pack For BR1000G UPS	\$53.86	\$107.72	
	2 Microsoft	021-10625	Office 2019 Standard MS Government License	\$313.22	\$626.44	
	2 Microsoft	Win 10 Pro - Indigo 28370	Microsoft Windows 10 Pro - Full License - 1 PC (For Machines Getting Windows 10 Upgrades)	\$66.00	\$132.00	
	2 Crucial	CT250MX500SSD1	Crucial 256GB 2.5" SSD Drive	\$55.00	\$110.00	
	2 Sullivan Data	Installation & Configuration	Installation, Configuration and Documentation Services For New Computers	\$500.00	\$1,000.00	
	2 Sullivan Data	Relocation and Reconfiguration	Services To Reload Existing 800G1 Computer With Windows 10 Pro O/S, Reconfigure and Relocate	\$300.00	\$600.00	\$4,610.16
Recreation - Jim G Add 2nd (MM) Display. Carmela S Replace UPS Unit. Registration Install HMD PC From Planning / Rose With Win 10 Upgrade						
	1 Hewlett Packard	1FH48A8 - NYS Contract	E243m 23.8" WS LED 1920x1080 1000:1 Contrast, 300 Nits - 16x9. 1DP, 1HDMI, 1VGA Camera, Speakers & Mic	\$163.00	\$163.00	
	1 Microsoft	Win 10 Pro - Indigo 28370	Microsoft Windows 10 Pro - Full License - 1 PC (For Machines Getting Windows 10 Upgrades)	\$66.00	\$66.00	
	1 Crucial	CT250MX500SSD1	Crucial 256GB 2.5" SSD Drive	\$55.00	\$55.00	
	1 Corsair	CSSD-BRKT2	Corsair 3.5" to 2.5" Hard Disk Adapter Bracket - 800G1 Does Not Need, 800G2 Does	\$5.23	\$5.23	
	1 American Power	BR1000MS	American Power Back UPS 1000MS With Interface Software and Cable	\$150.06	\$150.06	
	1 Sullivan Data	Relocation and Reconfiguration	Services To Reload Existing 8300 Computer With Windows 10 Pro O/S, Reconfigure and Relocate. Add Second Display Jim	\$350.00	\$350.00	
	1 Sullivan Data	UPS Install or Battery Replace	Services To Replace UPS Unit - No Charge Covered Under Support Agreement	\$0.00	\$0.00	\$789.29

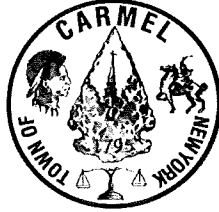


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## 10/14/2020 Work Session Agenda Item #4

Michael G. Carnazza  
Director of Code Enforcement

(845)628-1500  
Ext. 170



60 McAlpin Avenue  
Mahopac, New York 10541

### **MEMORANDUM**

To: Supervisor Kenneth Schmitt, Town Board

From: Michael Carnazza, Building Inspector

Date: October 5, 2020

Re: Training Schedule for Code Officials 2020

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The Department of State requires that all Code Officials take 24 hours of in-service training through the Dept. of State.

Joe Wilichoski and I both need our annual credits for our State Certification. The on-line seminar is \$50.00 each.

In addition, Ed Spadaro took his Class IV, V, and VI on-line for no cost to the Town. (Classes I, II, and III previously approved in December, 2019). The Basic Training Classes cover his 24 hours of in-service training requirement for 2020.

Thank you,

Dear MICHAEL CARNAZZA,

It is with great pleasure that we invite you to attend the 28th Annual Capital District Building Officials Educational Conference being held virtually via WebEx on October 19, 20 & 21, 2020. Those who have attended this conference in the past are aware of the ideal educational and quality information provided by the courses that are offered. For those who have not previously attended, you will find the absolute best in learning atmosphere and opportunity.

*Due to COVID-19 restrictions, we will not be able to host our usual in-person conference. Our on-line seminar will offer up to **19 hours** of in-service training. All state mandated categories will be offered and all classes will be state certified - this means there will be no additional paperwork you will need to complete for state credit toward your required 24 hours of in-service training needed annually.*

To register for the conference, go to <http://www.codesclass.com/capital/> - all registration for the educational component of the conference must be done electronically. We are confident you will find this process streamlined and convenient, and once you have registered you will receive a confirmation email.

To thank everyone that has participated and supported our Educational Conferences we are offering a flat rate registration of \$50/person. **For this flat rate you can attend as many or as few classes as you need - you will need to be sure to attend classes that will meet your required categories. There will be no additional costs for this conference.** There will be a link to process payment on-line via credit card or payment may submitted via postal mail.

We will be offering a practice session ahead of the conference to ensure that you are ready for the virtual experience. A link will be emailed to you for this session and we encourage you to attend to smooth out any wrinkles prior to the training sessions. **Only persons that have registered at <http://www.codesclass.com/capital/> will receive links to the WebEx sessions and if not registered your scans may not be reported to NYS.**

Our goal remains to make sure that training opportunities are provided and that we meet the need of Code Enforcement Officers statewide. All courses have been designed to assist building & fire officials and design professionals in their daily jobs and all courses have been approved and accredited to meet the requirements of Title 19 NYCRR for Code Enforcement In-service Training. This year's tentative schedule is below and offers up to 19 hours of credit.

**Monday, October 19**

9am – 10am NYS DOS Code Update – John Adario (1 hr. – Topic I)  
10am – NOON Construction Fire Safety – Matt Hunter, AWC  
NOON – 1:00pm LUNCH  
1:00pm – 3:00pm Pre-Planning & Suppression of Buildings Under Construction – Matt Hunter, AWC  
3:00pm – 5:00pm GFCI & AFCI Requirements in Dwellings – Sal Ferrara, ETC (2 hrs. – Topic II)

**Tuesday, October 20**

8:00am – NOON 1 & 2 Family Dwellings Based on the NEC – Sal Ferrara, ETC (4 hrs. – Topic II)  
NOON – 1:00pm LUNCH  
1:00pm – 3:00pm Battery Energy Storage for 1<sup>st</sup> Responders – NYSERDA (1 hr. Topic I & 1 hr. Topic II)  
3:00pm – 5:00pm Everything You Wanted to Know About 3<sup>rd</sup> Floors – Erika Krieger, NYSDOS (2 hrs. – Topic I)

**Wednesday, October 21**

9:00am – 10:30am R1.1 A Process for Energy Code Compliance & Enforcement – Energy Code Plan Review in 15 Minutes or Less – Jim Pisani, PSD (1.5 hrs. Topic III)  
10:30am – NOON R1.2 A Process for Energy Code Inspections in 15 Minutes or Less – Cosimina Panetti, PSD (1.5 hrs. – Topic III)

You may download a copy of the conference flyer by [CLICK HERE](#). Please remember that we must follow the rules set by NYS DOS Codes.



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:** October 7 2020  
**Re:** Emergency Repairs/Services



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

- CWD2 ~ Water Main Repair

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

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

TOWN OF CARMEL  
TOWN HALL  
MAHOPAC, NEW YORK 10541

**ED KUCK EXCAVATING, INC.**  
20 DAY ROAD  
CARMEL NY 10512

TOWN OF CARMEL TAX EXEMPT No. 15898

Engineering  
0670

TOWN OF CARMEL  
PURCHASE ORDER NO.

### VENDOR'S / CLAIMANT'S CERTIFICATION

I, Edward L Kucic, certify that the above account in the amount of \$ 12,579.51 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9/17/2020 + 9/18/2020

Edward I. Knece  
SIGNATURE

President  
TITLE

The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.

DATE \_\_\_\_\_

AUTHORIZED OFFICIAL

The claim is approved and ordered paid from the treasury and is indicated above.

COMPTROLLER TOWN OF CARMEL

DATE AUDITED:

2X NO

VENDOR CLAIM FORM



**Ed Kuck Excavating Inc**

20 Day Road  
Carmel, NY 10512

INV # TOC-079-20

CWD #2

REQ #

Vendor 0670

Tax ID - 133851002

Attention: ROB VARA, ENGINEERING DEPT  
TOWN OF CARMEL

**EMERGENCY 4 INCH STEELMAIN CRACKED IN 2 PLACES**

Respond as per: INFRAMARK

Job Location: 184-ROUTE 52 SHOPRITE PLAZA

Work Completed; 9/17/2020 – 9/18/2020

Start time: 9/17/2020 - 9/18/2020 START 6:00 PM  
9/18/2020 START 11:30 AM

END TIME: 3:00 AM  
END TIME: 4:30 PM

HOURS 9- HOURS 1-1/2 OT  
HOURS 5 -

**Job Description:****4 INCH MAIN LEAKING ALONG DRAINAGE PIPE****DUG UP WATERMAIN****FOUND 2 LEAKS ON PIPE****PUT 2 REPAIR CLAMPS ON PIPE****BACKFILLED AND RESTORED LAWN AREA**

14 hrs.

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

~~Ronald L. Grier~~ 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

### WATER MAIN BREAK/DAMAGED HYDRANT REPORT

District & Number: CWD # 2

Location (street address): #184 Route 52 (SHOPRITE PLAZA)

Time and Date of Main Break or Hydrant Damage: 9/17/20 - 9/18/20

Field Response:

Manpower	HRS	Equipment	HRS
<u>1 OPERATOR</u>	<u>14</u>	<u>MAR-SS EXCAVATOR</u>	<u>14</u>
<u>2 LABORERS</u>	<u>28</u>	<u>DUMP TRUCK</u>	<u>14</u>

Water Main: Size: 4" Material: STEEL Depth to Main: 5'

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

Repair Materials Utilized: 2 - 4" X 12' REPAIR CLAMPS

Cause of Main Break or Hydrant Damage: 2 ~~can~~ Rotten Holes IN MAIN

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

Future Restoration Required:

Pavement: ☐

Lawn Area: ☐



Sidewalk: ☐

Shrubs: ☐

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

Date Repair Completed: 9/18/20

Prepared by: Diane Boyd

(Printed Name)



U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))  
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division

Rev. Dec. 2008

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

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐

ED KUCK EXCAVATING INC

ADDRESS 20 DAY ROAD CARMEL NY 10512

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION  
TOWN OF CARMEL

PROJECT OR CONTRACT NO.

TDC-079-20

184 etc 52 Shoprite Plaza

TDC-079-20 CWD#2

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITH-HOLDING 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
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
SCOTT TOMPKINS 88 SOUTH WHITE ROCK ROAD HOLMES, NY 12531 0244		LABORER	9/12	9/13	9/14	9/15	9/16	9/17	9/18	9	62.29	768.26					
			S	M	T	W	T	H	F	5	41.53	207.76					
VICTOR JEREZ AGUILAR 6 NORTH RIDGE ROAD CARMEL, NY 10512		LABORER	9/12	9/13	9/14	9/15	9/16	9/17	9/18	9	62.29	768.26					
			S	M	T	W	T	H	F	5	41.53	207.76					
EDWARD L KUCK 34 SOMERSET ROAD MAHOPAC, NY 10512 4944		OPERATOR	9/12	9/13	9/14	9/15	9/16	9/17	9/18	9	80.07	989.63					
			S	M	T	W	T	H	F	5	53.80	269.00					
EDWARD L KUCK 34 SOMERSET ROAD MAHOPAC, NY 10541		LABORER	9/12	9/13	9/14	9/15	9/16	9/17	9/18	9	53.80	484.20					
			S	M	T	W	T	H	F	5	53.80	269.00					

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.



ED KUCK  
(Name of Signatory Party)  
do hereby state  
PRESIDENT  
(Title)

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

ED KUCK EXCAVATING INC

(Contractor or Subcontractor)

on the

T8C- 079-20  
(Building or Work)

17 day of Sept 2020 and ending the 18 day of Sept 2020  
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

(Contractor or Subcontractor)

from the full

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  
ED KUCK - PRESIDENT

SIGNATURE

Edward C 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

5

# Ed Kuck Excavating Inc

20 Day Road  
Carmel, NY 10512

INV # TOC-079-20  
CWD #2  
REQ #  
Vendor 0670  
Tax ID - 133851002

Attention: ROB VARA, ENGINEERING DEPT  
TOWN OF CARMEL

## EMERGENCY 4 INCH STEELMAIN CRACKED IN 2 PLACES

Respond as per: INFRAMARK

Job Location: 184-ROUTE 52 SHOPRITE PLAZA

Work Completed; 9/17/2020 – 9/18/2020

Start time: 9/17/2020 - 9/18/2020	START 6:00 PM	END TIME: 3:00 AM	HOURS 9-	HOURS 1-1/2 OT
9/18/2020	START 11:30 AM	END TIME: 4:30 PM	HOURS 5 -	

### Job Description:

4 INCH MAIN LEAKING ALONG DRAINAGE PIPE

DUG UP WATERMAIN

FOUND 2 LEAKS ON PIPE

PUT 2 REPAIR CLAMPS ON PIPE

BACKFILLED AND RESTORED LAWN AREA

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



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:** October 7, 2020

**Re:** CSD #4 Primary Clarifier Gear Box

Inframark, the operators for Carmel Sewer District # 4 (CSD 4), has advised the Engineering Department (Department) that the primary clarifier drive gear boxes and shafts need to be upgraded.

There are two (2) primary clarifier and the current configuration of the primary clarifiers is that there is one drive and one driveshaft that run both clarifiers. Currently clarifier one is out of service as the shaft for clarifier one is bent and degraded and cannot be used. There is concern it will fail. The current clarifier drive gear box and shaft are part of the original plant and are  $\pm$ 40 years old.

Inframark has indicated that this replacement equipment is sole source and has obtained the attached quote from the manufacturer, TAM Enterprise at \$23,658.00.

With only one (1) clarifier in service, this Department has determined that that having the second clarifier out of service places the Town in jeopardy of noncompliance and a violation of our State Pollution Discharge Elimination System (SPDES) Permit. The potential failure of the clarifier in service constitutes and emergency. As such, we proceeded with the order on October 2, 2020.

The planned repairs involve installing separate drive units and shafts for each clarifier. This would ensure redundancy. If one clarifier goes down for any reason the other would remain operational. Inframark has indicated that the clarifier gear box has a life expectancy of  $\sim$ 25 years.

This Department spoke with the Town of Carmel Comptroller and per the attached there are insufficient funds in the CSD 4 budget for this work and that a budget transfer will be required.

This Department requests that the Town Board authorize the purchase and installation of this new gearbox set from TAMs at a cost of \$23,658.00



**TOWN OF CARMEL**  
**ENGINEERING**  
**REQUEST FOR PURCHASE OR REPAIR**  
District: CSD 4

Date of Request: 10-2-20

Item requested: Emergency Request - Clarifier Drive Gearboxes

Purpose of item: Primary flight drive for primary tank. One train is down and this needs to be repaired quickly.

Estimated age of equipment to be replaced / repaired: 43 years, part of the original plant

Estimated life expectancy of new equipment / repair: 25 years

Labor cost for installation and/or repair: Included

Vendor #1:	TAM Enterprises	Cost: \$23,658.00
Vendor #2:	Emergency – only one quote available	Cost:
Vendor #3:		Cost:

114 Hartley Road  
Goshen, NY 10924



P: (845) 294-8882  
F: (845) 294-8883

**Customer:**

Town of Carmel  
60 McAlpin Avenue  
Mahopac, NY 10541

**Proposal**

Date

Estimate #

9/30/2020

14164

P.O. No.

Terms

Net 30

Qty	Decription	Rate	Amount
	Proposal: - Clarifier Drive Gearboxes at Sewer Plant #4		
	TAM Enterprises Inc. is pleased to quote the following: - Removal of existing primary clarifier gearbox, drive sprockets, drive chain and starter box. - Supply & installation of (2) new Eurodrive gearboxes, (2) new drive sprockets, (2) new tensioner sprockets, new drive chain for both clarifiers, (2) new starter boxes for gearboxes and new wiring and conduit.		
	For the sum of:	23,658.00	23,658.00

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

**Total**

**\$23,658.00**

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

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

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

**www.tamenterprises.com**

**From:** [Esteves, Donna](#)  
**To:** [Franzetti, Richard](#)  
**Cc:** [Maxwell, Mary Ann](#)  
**Subject:** RE: 10-2-20 -- Emergency PO Request for CSD4 - Clarifier Drive Gearboxes  
**Date:** Thursday, October 8, 2020 9:17:40 AM

---

Rich,

There are insufficient funds in the operating budget for this expense. I spoke with Mary Ann and I will be submitting a budget transfer request from the unreserved fund balance to the equipment line in order to make this purchase.

Thanks,

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

---

**From:** Franzetti, Richard  
**Sent:** Thursday, October 08, 2020 8:43 AM  
**To:** Esteves, Donna  
**Subject:** FW: 10-2-20 -- Emergency PO Request for CSD4 - Clarifier Drive Gearboxes

Are there sufficient funds for this purchase?

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

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

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**From:** Harris, Carrie <Carrie.Harris@inframark.com>  
**Sent:** Friday, October 2, 2020 10:02 AM  
**To:** Esteves, Donna <de@ci.carmel.ny.us>; Franzetti, Richard <rjf@ci.carmel.ny.us>  
**Cc:** Brann, Thomas <thomas.brann@inframark.com>; Beardsley, David <david.beardsley@inframark.com>; Sundblom, Karl <karl.sundblom@inframark.com>

**Subject:** 10-2-20 -- Emergency PO Request for CSD4 - Clarifier Drive Gearboxes

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

Good morning Donna and Richard,

Please find attached an emergency P.O. Request for CSD 4 for clarifier drive gearboxes. Please let me know if you need any other information and when you receive a P.O. for this.

Thanks!

Carrie

**Carrie Harris** | Administrative Assistant



2 Renwick Street | Newburgh, NY 12550

**(O)** 845-565-6182 | **(M)** 845-670-2909 | [www.inframark.com](http://www.inframark.com)

**10/14/2020 Work Session Agenda Item #7**



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: [carmelrecreation@ci.carmel.ny.us](mailto:carmelrecreation@ci.carmel.ny.us)

WEB: <http://www.carmelny.org>

DATE: October 5, 2020

TO: Carmel Town Board  
Carmel Town Hall

FROM: James R. Gilchrist, CPRP  
Director, Recreation and Parks

SUBJECT: Eagle Scout Project – Horseshoe Pit and Message Board at Sycamore Park

Eagle Scout candidate Ryan Kick, of Mahopac Troop 371, has proposed to build a horseshoe pit and a message board at Sycamore Park. The pit will be built to regulation, constructed of 4x4 treated lumber and sand, and installed next to the bocce ball court. The message board will be purchased as a kit, assembled, and installed near the new basketball courts.

Attached is an outline Ryan presented to the Recreation and Parks Advisory Committee at the October 1<sup>st</sup> meeting. This project was reviewed and unanimously approved by all members.

Please add this to the October 14, 2020 Town Board Work Session agenda and contact me with any questions.

/nls

Attachment

Ryan Kick  
BSA Troop 371, Mahopac New York, 10541  
(845) 661-9528, [kickr0523@gmail.com](mailto:kickr0523@gmail.com)  
Eagle Scout Project Proposal  
"Installation of Horse Shoe Pits and Message Board"

**My Background:**

I am a senior at Mahopac High school who has been involved in scouting since the first grade. Through my 11 years in scouting I have always strived toward the rank of Eagle Scout and now I'm happy to propose a project that will give me the opportunity to achieve the rank of eagle, while serving the community I grew up in. Sycamore Park has been part of my life since I was a child and I was so proud to be employed there for the last three summers. I am also a member of the Mahopac Fire/EMS service and a member of the Mahopac High School Varsity Wrestling Team.

**Installation of Horse Shoe Pits**

**Summary:**

This project will take place on the existing shuffleboard court next to the bocce ball court. As the shuffle board courts are not usable at this time, this will increase the number and variability of activities available to campers and park visitors. Two regulation size horse shoe pits will be constructed and placed on top of the already existing asphalt. The horse shoe pits will be comprised of boxes constructed from 4x4 treated lumber, filled with sand, with a regulation stake in the center. The boxes will be mechanically fastened in place and be permanently secured to the asphalt.



**Procedure:**

1. Measure and build both of the pits off site
2. Measure and mark the locations of the pits on the existing asphalt based on regulation horse shoe pit dimensions
3. Assemble the pits on site and secure them to the spots previously marked
4. Stain the 4x4 to match the bocce ball court
5. Dig holes and cement the stakes in the center of the pit
6. Fill pits with sand





## **Installation of Message board**

### **Summary:**

This project will take place along the pathway that runs from the parking lot up to the parks and recreation building. Following fundraising I will purchase an exterior message board with roof and locking glass case for displaying messages from camp staff in regard to park activities, rules, announcements and upcoming events. The board will be purchased from ULINE products and will be made of composite material that is resistant to weather and graffiti. I will assemble the board off site and permanently secure it in the location chosen by park staff. Two holes will need to be dug and I will secure the board in place with cement.



### **Procedure:**

1. Purchase and receive the message board kit
2. Assemble off site
3. Transport the completed message board and materials to Sycamore Park
4. With the help of park staff decide upon a final location for the board
5. Locate and dig holes for supporting legs
6. Set message board in place, level and secure with stakes and rope
7. Set permanently in place with the addition of two bags cement on each leg
8. Fill in holes over concrete, rake out the area and plant grass seed



## Message Center Sign with Posts - Cedar



Post instructions, directories or maps at parks or on camp trails.

- Shatterproof, clear plastic windows with lock.
- Thick 1/4" corkboard.
- Recycled plastic frame and posts are weather and graffiti resistant.

### Materials

#### Horse Shoe Pits

- Regulation Horse Shoe Set
- 16 -4x4x8
- 40 -6 inch exterior rail road tie screws
- 1 gallon exterior wood stain
- 1 Yard Stain

#### Message Board

- ULINE Message Board (43x6x100)
- 4 bags concrete
- Rope and stakes
- grass seed/chopped hay

#### Tools

- wheelbarrow
- post hole digger, shovel, rake
- measuring tape, level
- power saw, drill, bits
- work gloves, glasses, caution tape
- extension cord
- garden hose, bucket

## Cost

Items	Cost
Materials	\$975
Supplies	\$75
Tools	Borrowed
Total	\$1050

## Safety Plan:

Due to the outbreak of COVID-19, there are issues related to people gathering in groups. To mitigate this risk, everyone on site will wear masks and socially distance themselves to the extent possible. Hand tools always pose a hazard, prior to beginning work we will have a quick tool safety discussion and demonstration regarding the appropriate and safe use of each tool. Power tools will only be used by adults and off site whenever possible. Proper PPE will be used at all times including boots, face masks, long pants, work gloves and eye protection.



**TOWN OF CARMEL RECREATION & PARKS  
DEPARTMENT**

SYCAMORE PARK, 790 LONG POND ROAD  
MAHOPAC, NEW YORK 10541

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: [carmelrecreation@ci.carmel.ny.us](mailto:carmelrecreation@ci.carmel.ny.us)

WEB: <http://www.carmelny.org>

---

DATE: September 22, 2020

TO: Carmel Town Board  
Carmel Town Hall

FROM: James R. Gilchrist, CPRP  
Director, Recreation and Parks

SUBJECT: Request to Dispose of Equipment

I am requesting the authorization to dispose of the following Recreation and Parks Department vehicle:

Car #305 – 2009 Ford Crown Victoria VIN# 2FAHP71V99X138206

A copy of the vehicle's Title and Insurance Identification Card are attached. Please add this to the next Town Board Work Session agenda and contact me with any questions.

/nls  
Attachment



TOWN OF CARMEL  
RECREATION DEPARTMNT  
790 LONG POND RD  
MAHOPAC

NY 10541

Car 305

002661

NEW YORK STATE						
Title and Identification No.		Year	Make	Model Code	Body/Hull	Document No.
2FAHP71V99X138206		2009	FORD	CVC	4DSD	343156Z
2FAHP71V99X138206						
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued
WH	3960	GAS	8	USED	VEHICLE	5/11/15
Name and Address of Owner(s)			ODOMETER READING: 129382			
TOWN OF CARMEL			129382			
RECREATION DEPARTMNT			ACTUAL MILEAGE			
790 LONG POND RD						
MAHOPAC NY 10541						

VOID IF ALTERED

VOID IF ALTERED

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder \_\_\_\_\_ Lienholder \_\_\_\_\_

\* NO LIENS RECORDED \*

Lienholder \_\_\_\_\_ Lienholder \_\_\_\_\_

\* NO LIENS RECORDED \*

MV-999 (1/11)

DEPARTMENT OF MOTOR VEHICLES



**NEW YORK STATE INSURANCE IDENTIFICATION CARD****238 NY MUNICIPAL INS RECIPROC**

Name & Address of Issuer **Brown and Brown of New York, Inc.**  
**dba Spain Agency**  
**625 Route 6**  
**Mahopac, NY 10541**

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:

**TOWN;OF;CARMEL**  
**60 MCALPIN AVE**  
**MAHOPAC NY 10541**

Policy Number  
**MCATCAR001**

Effective Date      Expiration Date

**04/01/2020**      **04/01/2021**

12:01 a.m.      12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

Applicable with respect to the following Motor Vehicle:

**2009**      **FORD**

Year      Make

**2FAHP71V99X138206**

Vehicle Identification Number

THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

The name of the registrant and the name of the insured must coincide.

REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

CAR #305

FS-20

**NEW YORK STATE INSURANCE IDENTIFICATION CARD****238 NY MUNICIPAL INS RECIPROC**

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REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.

FS-20

**FAX: Scanable Bar Code****FAX INSTRUCTIONS:**

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and large scanable bar code will be retained
3. A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scanable barcode



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

EMAIL: [carmelrecreation@ci.carmel.ny.us](mailto:carmelrecreation@ci.carmel.ny.us)

WEB: <http://www.carmelny.org>

DATE: October 8, 2020

TO: Carmel Town Board  
Carmel Town Hall

FROM: James R. Gilchrist, CPRP  
Director, Recreation and Parks

SUBJECT: Airport Park – Phase 3 Septic System Contract C-270

The following bids were received on October 1, 2020 for the subject project:

CSS Inc.	89,230.00
United Septic & Excavation Corp.	120,000.00
Amity Construction Corp.	168,611.00

Insite Engineering has reviewed the proposal submitted by CSS Inc., which was the lowest bid received. I recommend CSS Inc. based on Insite Engineering's review of the bid documents submitted. I have attached Insite Engineering's recommendation as well as the (3) three submitted bids for your review.

Please add this to the October 14, 2020 Town Board Work Session agenda and contact me with any questions.

/ns

Attachments



October 8, 2020

Jim Gilchrist  
Recreation Director, Town of Carmel  
Sycamore Park  
790 Long Pond Road  
Mahopac, NY 10541

RE: Airport Park Septic System Contract – Contract C-270

Dear Mr. Gilchrist:

Our office is in receipt of the bid submitted by CSS, Inc. (CSS) for the above noted project. The proposal submitted by CSS was the lowest bid price received based on the submitted bid documents, with a total of \$89,230.00, inclusive of rock removal. Please be advised that the bid submitted did not include the Bid Form BF-1 or the required references. The local references obtained by CSS after the bid submission were contacted and their responses noted acceptable performance based on recently completed work.

After reviewing the bid package and contacting contractor listed references, we find their bid package to be acceptable, and recommend they be awarded the contract. For reference the general scope of work in this contract includes the following items:


- Septic tank and pump pit installation and connections
- R.O.B fill placement
- Absorption trench installation
- Electric connection for effluent pump

If you have any questions or comments regarding this information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By:

  
Jeffrey J. Contelmo, P.E.  
Senior Principal Engineer

JJC/zmp

cc: Rich Franzetti P.E., Town of Carmel Engineering  
Rob Vara, Town of Carmel Engineering  
Anne Pasquerello, Town of Carmel

Insite File No. 18192.103

---

3 Garrett Place, Carmel, New York 10512 (845) 225-9690 Fax (845) 225-9717  
[www.insite-eng.com](http://www.insite-eng.com)

Z:\E\18192103\Correspondence\2020\100720jg.doc



## LEGAL NOTICE

### ADVERTISEMENT FOR BID

NOTICE IS HEREBY GIVEN that sealed bids will be received at the Office of the Town Clerk, Town of Carmel, 60 McAlpin Avenue, Mahopac, New York 10541, until 11:00 am on October 1, 2020 immediately after which the bids will be opened publicly and read for the following:

#### CONTRACT #C-270 PARK AND ATHLETIC COMPLEX (FORMER AIRPORT PROPERTY) PHASE 3 - SEPTIC SYSTEM CONTRACT

All bidders must comply with Section 103(a) and 103(d) of the General Municipal Law relating to non-collusive bidding and waiver of immunity against criminal prosecution.

Contract Documents may be examined at the OFFICE OF THE TOWN CLERK between the hours of 8:30 am and 4:30 pm beginning September 3, 2020.

Copies of Bid Documents may be obtained at the Office of the Town Clerk

upon receipt of \$50.00 per set; cash, credit card (convenience fee applies), certified check or money order, payable to the Town of Carmel, non-refundable.

One Bid per prospective bidder will be received. Bids shall be on a lump sum basis. Bids must be submitted in a sealed envelope, with all required bidding documents, at the above address and must bear on the face thereof the name and address of the bidder and the inscription: Bid for Park and Athletic Complex (Former Airport Property) Phase 3 - Septic System Contract, C-270. The bidder is solely responsible for ensuring delivery to the Town Clerk.

Prospective bidder's requests for mailing of Contract Documents will be filled by Federal Express or United Parcel Service. Prospective bidders shall furnish a prepaid Air Bill and packaging. Neither OWNER nor ENGINEER shall be responsible for any delay in such shipment. Prospective bidders shall make such request and provide such air bill a minimum of one (1) week prior to pre-bid conference.

Neither the OWNER nor the ENGINEER will be responsible for full or

partial sets of Contract Documents, including any Addenda, obtained from other sources.

A pre-bid conference will be held on September 15, 2020 at 10 AM, at the site located at 161-165 Hill Street, Mahopac, New York 10541. The purpose of the pre-bid conference is to afford the prospective Bidders and interested parties an opportunity to raise questions pertaining to the Bidding and Contract Documents and for the OWNER or its representatives to clarify any points.

The work under this Contract comprises the furnishing of all tools, equipment, materials and labor for the construction of the Park and Athletic Complex (Former Airport Property) Phase 3 - Septic System Contract, located in the Town of Carmel, New York, complete, in place, tested and ready for use in accordance with the Contract Documents prepared by Insite Engineering, Surveying & Landscape Architecture, P.C.

The project consists of a new septic system improvements associated with a new Park and Athletic Complex (Former Airport Property) as shown,

specified and required to complete the Project.

The foregoing is a general description only and shall not be construed as a complete description of the Work to be performed for this Project.

Bid security and proof of qualifications to perform the Work shall be as described in the Instructions to Bidders.

Bidders shall comply with all special and statutory requirements in accordance with the Instructions to Bidders.

Contract time of commencement and completion will be as specified in the Agreement. The Bid Bond Form is contained in the Proposal.

Each bid shall be accompanied by a Bid Bond, or Certified Check accompanied by a Certificate of Surety, the coverage of which is specified in the Instructions to Bidders.

This project is subject to the provisions of Article 5-A of the General Municipal Law of the State of New York and certificates required thereunder shall be available for public inspection at the office of the Town Clerk, Town of Carmel, New York.

For any reason whatsoever, or for no reason, the Town reserves the right to waive any informalities in the bids or to reject any and all bids. No bidder may withdraw their bid except by written request submitted at least twenty-four hours before the time of opening or until the lapse of 180 days after the actual opening thereof.

The Town is exempt from payment of sales and compensating use taxes of the State of New York and of Cities and Counties on all materials to be incorporated into the Work. These taxes shall not be included in the Bid.

The Town will furnish

the required certificates of tax exemption to the CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.

The Town's exemption does not apply to construction tools, machinery, equipment or other property purchased by or leased by the CONTRACTOR, or to supplies or materials not incorporated into the Work.

Non-Discrimination in Employment:

It is the policy of the Town that their Contractors shall comply with all Federal, State, and local law, policy orders, rules and regulations which prohibit unlawful discrimination against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

Provisions concerning this requirement are detailed in the Supplementary Conditions.

By Order of the Town Board of the Town of Carmel Ann Spofford, Town Clerk



**C-270 Park and Athletic Complex (Former Airport Property) Phase 3 Septic System Contract**  
**Bid Opening: October 1, 2020 @ 11:00 AM**

Bidder Name / Address:

1. CSS Inc.  
30 Hardscrabble Heights, Brewster, NY 10509
2. United Septic & Excavation Corp.  
311 Railroad Avenue, Bedford Hills, NY 10507
3. Amity Construction Corp.  
24 Haviland Road, Poughkeepsie, NY 12601

4. \_\_\_\_\_

5. \_\_\_\_\_

**C-270 Park and Athletic Complex (Former Airport Property) Phase 3 Septic System Contract**  
**Bid Opening: October 1, 2020 @ 11:00 AM**

	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5
Bid Security Attached - Bond/Check	✓	✓	✓		
Non-Collusion Affidavit	✓	✓	✓		
Receipt of Addendum Acknowledged	✓	✓	✓		
<b>Base Bid Work - Total Amount</b>	_____	118,000.00	166,661.00		
<b>Rock Removal - Total Amount</b>	_____	2000.00	1,950.00		
<b>Grand Total Bid</b> *	89,230.00	120,000.00	168,611.00		

\* Bid Sheet (BF4) Not Included / No Break down

①

# TOTAL AMOUNT BID

PARK AND ATHLETIC COMPLEX (FORMER AIRPORT  
PROPERTY) PHASE 3 – SEPTIC SYSTEM CONTRACT,  
CONTRACT C-270

GRAND TOTAL BID (Excluding Add / Alternates)

IN FIGURES \$ 89,230.00

IN WORDS Eighty nine thousand - two hundred + thirty

(This total is for convenience in comparing Bids and is not an official part of this Bid. The official total for this Bid shall be established in accordance with Article 19.5 of the Instructions to Bidders.)

Bidder agrees that the Work will be substantially completed within the number of days indicated in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to substantially complete the Work on time.

Bidder acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this Bid.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
Addendum No 1	9.24.2020		

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Commercial Sweeping Services, Inc.

\_\_\_\_\_  
(Insert Name, or Legal Title, of Bidder)

of 30 Hardscrabble Heights, Brewster, NY 10509

\_\_\_\_\_  
(Insert Address of Bidder)

as Principal, hereinafter called the Principal, and Old Republic Insurance Company

\_\_\_\_\_  
(Insert Name, or Legal Title, of Surety)

of 445 S. Moorland Road, Brookfield, WI 53005

\_\_\_\_\_  
(Insert Address of Surety)

a corporation duly organized under the laws of the State of Wisconsin

as Surety, hereinafter called the Surety, are firmly bound unto the Town of Carmel, as Obligee, hereinafter called the Obligee, in the penal sum of \_\_\_\_\_

\*\*\*Ten Percent (10%) of the Amount Bid\*\*\* Dollars.

\_\_\_\_\_  
(Surety to Insert Amount)

For the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for Town of Carmel Park and Athletic Complex (Former Airport Property) Phase 3 – Septic System Contract, Contract C-270.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and provide such insurances as may be specified in the Bidding or Contract Documents, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety acceptable to the Obligee, or in the event of the failure of the Principal to enter such Contract and provide such insurances and give such Bond or Bonds, if the Principal shall pay to the Obligee the penal amount of this Bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the Oblige may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

----- (Individual Principal) -----

By \_\_\_\_\_  
(Individual's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Individual)

Doing business as \_\_\_\_\_

\_\_\_\_\_

Old Republic Insurance Company

By:   
Diana Toledo, Attorney-in-Fact

----- (Corporate Surety) -----

By CSS Inc.  
(Corporation's Name)

By   
(Signature of Officer or Attorney-in-Fact\*)

Perry Palazzetti - President  
(Printed or Typed Name and Title of Officer, or Name of Attorney-In-Fact\*)

Attest    
(CORPORATE SEAL)  
(Secretary)

\* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute in behalf of corporation.



CERTIFICATE OF SURETY

(To be submitted if a bank check is submitted as Bid security)

The undersigned hereby certifies that he/she is the duly authorized agent of

Old Republic Insurance Company

(Name of Surety)

duly authorized to do business in the State of New York; and agree to furnish to

Commercial Sweeping Services, Inc.

(Name of Bidder)

the bond or bonds required by the Bid Documents for this contract if awarded to the bidder. The maximum amount that Surety will be surety for on each bond is

\*\*\*One Hundred Percent (100%) of the Amount Bid\*\*\*

Old Republic Insurance Company  
(Name of Surety)

By

(signature)

Diana Toledo

(name-printed)

Attorney-in-Fact

(title)

445 S. Moorland Road, Brookfield, WI 53005

(address)



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Jeffrey P. Deldin, Diana Toledo, Raegan Guglielmo, Christopher Greene, Carol McTarsnay, William J. Paterno of Brewster NY

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).


RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27th day of March, 2020.

  
Assistant Secretary



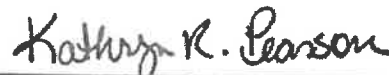
OLD REPUBLIC INSURANCE COMPANY

  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27th day of March, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



  
Notary Public

My Commission Expires: September 28, 2022

### CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

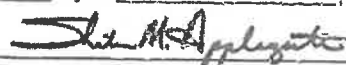


95 0046

Signed and sealed at the City of Brookfield, WI this 1st day of October, 2020

CRSC 11073 (6-93)

World Insurance Assoc. LLC

  
Assistant Secretary

OLD REPUBLIC INSURANCE COMPANY  
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

ADMITTED ASSETS

Bonds	\$1,700,421,473
Common stocks	697,255,292
Cash, cash equivalents and short-term investments	91,915,363
Bonds, short-term investments and cash held under retrospective rating agreements	22,535,707
Premiums and considerations - uncollected premiums and agents' balances in the course of collection	251,065,666
Deferred premiums, agents' balances and installments booked but deferred and not yet due	6,883,519
Accrued retrospective premiums	430,099
Funds held by or deposited with reinsured companies	392,657
Amounts recoverable from reinsurers	70,113,985
Electronic data processing equipment and software	362,660
Investment income due and accrued	16,546,264
Receivables from parent, subsidiaries and affiliates	3,337,943
Other assets	8,759,887
<b>TOTAL ADMITTED ASSETS</b>	<b>\$2,869,920,515</b>

LIABILITIES AND SURPLUS

Losses	\$771,719,410
Reinsurance payable on paid losses and loss adjustment expenses	8,803,210
Loss adjustment expenses	152,191,364
Commissions payable, contingent commissions and other similar charges	8,209,349
Other expenses (excluding taxes, licenses and fees)	19,559,435
Taxes, licenses and fees (excluding federal income taxes)	72,694,006
Current federal income taxes	1,060,956
Net deferred tax liability	14,730,878
Unearned premiums	292,772,015
Dividends declared and unpaid - policyholders	851,532
Advance premium	46,082
Ceded reinsurance premiums payable (net of ceding commissions)	169,762,316
Funds held by company under reinsurance treaties	103,948,022
Amounts withheld or retained by company for account of others	32,753,655
Remittances and items not allocated	634,002
Provision for reinsurance	13,338,946
Payable to parent, subsidiaries and affiliates	2,666,572
Other liabilities	3,000,644
<b>TOTAL LIABILITIES</b>	<b>\$1,668,742,400</b>
Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	938,508,069
<b>SURPLUS AS REGARDS POLICYHOLDERS</b>	<b>\$1,201,178,115</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>\$2,869,920,515</b>

Securities carried at \$367,439,547 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN )

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Karen J. Haffner, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2019, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2019, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, Vice President

Karen J. Haffner, Vice President

Sworn to and subscribed before me this 12th day of March, 2020.

Notary Public, State of Wisconsin

My Commission expires: July 31, 2023



Acknowledgment

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

INDIVIDUAL  
ACKNOWLEDGEMENT

My commission expires \_\_\_\_\_  
Notary Public

Acknowledgment

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be a member of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

PARTNERSHIP  
ACKNOWLEDGEMENT

My commission expires \_\_\_\_\_  
Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

CORPORATE  
ACKNOWLEDGEMENT

My commission expires \_\_\_\_\_  
Notary Public

State of New York  
County of Putnam ss.

On this 1st day of October, 2020, before me personally came

Diana Toledo to me known, who, being by me duly sworn, did depose and say that

he is an attorney-in-fact of Old Republic Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

SURETY  
ACKNOWLEDGEMENT

My commission expires \_\_\_\_\_

RM # 13

Notary Public

RAEGAN A. GUGLIELMO  
Notary Public, State of New York  
No. 01GU62707380  
Qualified in Putnam County  
Term Expires June 15, 2021





**Town of Carmel  
Park and Athletic Complex  
Septic Sytem Contract – Phase 3  
Contract C-270  
ADDENDUM No. 1  
September 16, 2020**

**This Addendum No. 1, supersedes any oral or written communications regarding the project. To the extent that the bid documents or previous communications, conflict with this Addendum, this Addendum controls. The following revisions and clarifications are made and incorporated into the Contract Documents.**

**CONTRACT DOCUMENT CLARIFICATION:**

1. No work on the building or the surrounding impervious path shown on the drawings are part of the of this contract. This work is being performed under a separate contract and should be excluded from this bid.
2. The proposed water service connection to the building shown as proposed on the drawings has been completed and should be excluded from this bid.
3. The waste line out of the building has been installed as part of the building contract. The contractor will be responsible to locate the waste line and extend the pipe if necessary, to install the septic tank beyond the 10' minimum setback.
4. There are existing conduits installed into the mechanical room of the building for the junction box and alarms for the proposed pump pit. The final location of this panel / alarm will be coordinated with the Town and the building contractor and are intended to be placed in the mechanical room of the building.
5. The clay barrier around the R.O.B gravel fill shall be installed per the detail around the down gradient side of the septic trenches.
6. Additional topsoil required for stabilization of the disturbed area is available in a stockpile area approximately 900' north of the septic area. This topsoil can be used should there be a deficit from what is stripped from the undisturbed area. The contractor's bid should include any cost associated with moving, handling and placement of the topsoil.

CERTIFIED COPY OF RESOLUTION OF  
BOARD OF DIRECTORS  
OF

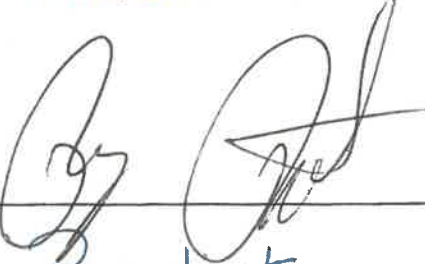
CSS, Inc.  
(Name of Corporation)  
RESOLVED that Perry Palazzetti  
(Person Authorized to Sign)  
President of CSS, Inc.  
(Title) (Name of Corporation)

be authorized to sign and submit the Bid of this corporation for the following project:

Town of Carmel, Park and Athletic Complex (Former Airport Property) Phase 3 –  
Septic System Contract, Contract C-270

The foregoing is a true and correct copy of the resolution  
adopted by Commercial Sweeping Service, Inc. at a meeting  
(Name of Corporation)

of its Board of Directors held on the March day of 12,  
201992

By   
Title President

(SEAL)

This form must be completed if the Bidder is a corporation.

**BIDDER'S QUALIFICATION STATEMENT**

(Completion of this statement is required in advance of consideration for award of Contract.)

**SUBMITTED TO:**

The Town of Carmel  
60 McAlpin Avenue  
Mahopac, New York 10541

**SUBMITTED FOR:**

Town of Carmel  
Park and Athletic Complex (Former Airport Property) Phase 3 – Septic System Contract,  
Contract C-270

**SUBMITTED BY:**

Name:

CSS Inc.

(Print or Type Name of Bidder)

(A Corporation/A Partnership/An Individual/A Joint Venture

[Bidder to strike out inapplicable terms.]

Address:

30 Hardscrabble Hgts.

Brewster. NY. 10509

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach separate sheets as required.)

1.0 How many years has your organization been in business as a general contractor?

28 years

**NON-COLLUSION AFFIDAVIT**

NOTE: This affidavit properly executed and containing all required information must accompany your Bid. IF YOU FAIL TO COMPLY YOUR BID WILL NOT BE CONSIDERED.

Perry Palazzetti

being first duly sworn

Deposes and says:

Individual only: That bidder is an individual doing business under the name:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Partnership only: That bidder is the duly authorized representative of a partnership doing business under the name of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Corporation only: That bidder is the duly authorized, qualified and acting  
Perry Palazzetti, of  
CSS, Inc

\_\_\_\_\_, a corporation organized and existing under the laws of the State of New York, and that bidder, said partnership, said corporation, is filing herewith a bid to the Town of Carmel in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract:

\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that he is represented by the following attorneys:

\_\_\_\_\_; and is also represented by the following resident agents in  
County, \_\_\_\_\_

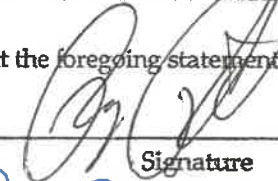


The corresponding certification form to be required:

**CERTIFICATION PURSUANT TO NEW YORK STATE  
GENERAL MUNICIPAL LAW § 103-g**

By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

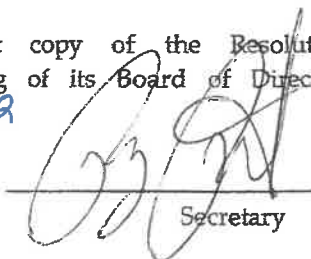
I hereby affirm under the penalties of perjury that the foregoing statement is true.

  
\_\_\_\_\_  
Signature  
Perry Palazzetti - President  
\_\_\_\_\_  
Print name and Title  
CSS, Inc  
\_\_\_\_\_  
Bidder  
30 Nardscobble Hgts  
\_\_\_\_\_  
Address  
Brewster, NY 10509

**CORPORATE RESOLUTION**

Resolved that CSS, Inc be authorized to sign and submit the Bid of this corporation for Park & Athletic Complex to the Town of Carmel and to include in such Bid the certificate required in section 103-g of the New York State General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by CSS, Inc Corporation at a meeting of its Board of Directors held on the 12<sup>th</sup> day of March, 20 1992

  
\_\_\_\_\_  
Secretary

CERTIFICATION BY BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

CSS, Inc.

(Name of Bidder)

Contract # C-270

(Grant or Project No.)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-25). Each Bidder is required to state in their Bid whether they have participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether they have under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

CONTRACTOR's Name:

Perry Palazzetti

Address:

30 Handscrabble Hgts, Brewster, NY 10509

1. Bidder has participated in/a previous contract or subcontract subject to the Equal Opportunity Clause.  
YES ☒ NO ☐
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
YES ☐ NO ☒

If YES, state what reports were filed and with what agency.

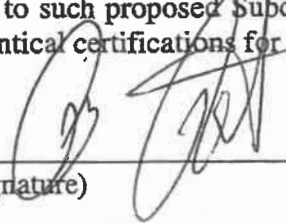
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
YES ☐ NO ☒
4. If answer to Item 3 is "NO", please explain in detail on reverse side of this certification.

None N/A

## CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts, exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause.)

By the submission of this Bid, the Bidder, Offeror, Applicant, Contractor or Subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder, Offeror, Applicant, Contractor or Subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. Bidder, Offeror, Applicant, Contractor or Subcontractor further agrees that (except where they have obtained identical certifications from proposed Subcontractors for specific time periods) they will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that they will retain such certifications in their files; and that they will forward the notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

  
(Signature)

(Date)

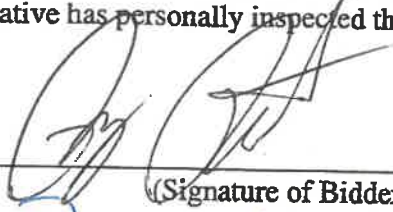
Perry Palazzetti - President  
(Name and Title of Signer - Please Type or Print)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SITE VISITATION STATEMENT

I am Perry Palazzetti  
(Name)  
of CSS, Inc.  
(Firm or Corporation)

the Bidder making the Bid for the Construction of the Town of Carmel, Park and Athletic Complex (Former Airport Property) Phase 3 – Septic System Contract, Contract C-270, and certify that I or my authorized representative has personally inspected the job site.

By:   
(Signature of Bidder)  
President  
(Title or Position)

(Seal, if Bid by Corporation)  
Perry Palazzetti  
(Printed or Typed Name of Bidder)

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 133652980  
BRUEN DELDIN DIDIO ASSOCIATES  
A DIV OF WORLD INSURANCE ASSOC  
3 STARR RIDGE RD SUITE 100  
BREWSTER NY 10509



SCAN TO VALIDATE  
AND SUBSCRIBE

**POLICYHOLDER**

COMMERCIAL SWEEPING SVC INC  
T/A C.S.S.  
30 HARDSCRABBLE HTS-STE A  
BREWSTER NY 10509

**CERTIFICATE HOLDER**

TOWN OF CARMEL  
60 MCALPIN AVE  
MAHOPAC NY 10541

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
W2290 424-7	525618	08/06/2020 TO 08/06/2021	9/18/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2290 424-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT  
PERRY PALAZETTI  
1 OF 1  
COMMERCIAL SWEEPING SERVICE INC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 475534230





COMMSWE-02

LCANDELA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bruen Deldin Didio Associates 3 Starr Ridge Rd Ste 100 Brewster, NY 10509	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (845) 279-5151	<b>FAX (A/C, No):</b>
<b>INSURED</b> Commercial Sweeping Svc Inc. Perry Pallazzitti 30 Hardscrabble Heights Brewster, NY 10509-3532	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: Middlesex Insurance Company</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b>		
<b>23434</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			A0150362004	5/12/2020	5/12/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							
	OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			A0150362001	5/12/2020	5/12/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			A0150362005	5/12/2020	5/12/2021	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Town of Carmel  
60 McAlpin Ave  
Mahopac, NY 10541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John P. Decker*

**PUTNAM COUNTY HEALTH DEPARTMENT  
DIVISION OF ENVIRONMENTAL HEALTH SERVICES**

***SEPTIC SYSTEM CONTRACTOR  
LICENSE NO. 1078***

**This is to certify that** Perry Palazzetti

of Commercial Sweeping Service Inc.

is granted permission to construct, install, repair and service

**SEPARATE SEWAGE TREATMENT SYSTEMS**

Pursuant to Article 3 of the Putnam County Sanitary Code  
For use in the County of Putnam, State of New York  
under the following conditions:

The License is granted subject to any and all applicable, state, local  
municipal law, ordinance, codes, rules and regulations.



Michael J. Nesheiwat, M.D.  
Commissioner of Health

Date of Issue: January 6, 2020

This license expires on January 18, 2021 and may be revoked or suspended for  
cause.

**This license is non-transferable to another individual and/or business**

FILED  
2003 JUN 17 PM 1:58

0383484

# CERTIFICATE OF ASSUMED NAME OF

Commercial Sweeping Service, Inc.  
Pursuant to §130, General Business Law

## FILER'S NAME AND MAILING ADDRESS

Harold Tevelowitz  
3 Valden Road  
Thornwood, NY 10594

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$25 fee. The Department of State also collects the following additional county clerk fees for each county in which a corporation does or transacts business: \$100 for each county within New York City (Bronx, Kings, New York, Queens and Richmond) and \$25 for each county outside New York City. All checks over \$500 must be certified.

City Office (See List)

JUL 01 2003

189195

920312000316

DELANEY

STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED JUL 01 2003  
Amount of Certificate \$ 35  
Amount of Fee \$ 25  
County Fee \$ 25  
Copy Fee \$ 10  
Reprint \$ 50  
Spec Handle \$ C  
Spec Handle \$ F 25  
By: m

**Certificate of Assumed Name**  
Pursuant to General Business Law, §130

NYS Department of State  
Division of Corporations, State Records and UCC  
41 State Street, Albany, NY 12231-0001  
www.dos.state.ny.us

1. NAME OF ENTITY

Commercial Sweeping Service, Inc.

2. NEW YORK LAW FORMED OR AUTHORIZED UNDER (CHECK ONE):

☒ Business Corporation Law

☐ Limited Liability Company Law

☐ Education Law

☐ Not-for-Profit Corporation Law

☐ Insurance Law

☐ Revised Limited Partnership Act

☐ Other (specify law):

3. ASSUMED NAME

C.S.S.

4. PRINCIPAL PLACE OF BUSINESS IN NEW YORK STATE (MUST BE NUMBER AND STREET, IF NONE, INSERT OUT-OF-STATE ADDRESS)

33 Columbus Avenue, Mount Kisco, New York 10549

5. COUNTIES IN WHICH BUSINESS WILL BE CONDUCTED UNDER ASSUMED NAME

☒ ALL COUNTIES (if not, circle county/ies) below:

Albany	Clinton	Cattaraugus	Monroe	Orleans	Schenectady	Warren
Allegany	Columbia	Cattaraugus	Montgomery	Coswego	Schoharie	Washington
Bronx	Cortland	Cattaraugus	Nassau	Chester	Schuyler	Wayne
Broome	Dutchess	Cattaraugus	New York	Pulaski	Seneca	Westchester
Cattaraugus	Dutchess	Cattaraugus	Niagara	Queens	Stearns	Wyoming
Cayuga	Fulton	Cattaraugus	Ontario	Rensselaer	Sullivan	Yates
Chautauque	Hamilton	Cattaraugus	Rockland	Richmond	Tioga	
Chenango	Franklin	Cattaraugus	St Lawrence	Rockland	Tioga	
Chenango	Hamilton	Cattaraugus	Saratoga	St Lawrence	Tioga	

6. NUMBER AND STREET ADDRESS(ES) AND COUNTY OF EACH BUSINESS LOCATION IN NEW YORK STATE (USE CONTINUOUS SHEET IF NEEDED)

☒ No New York State Business Location

33 Columbus Avenue, Mount Kisco, NY 10549 (Westchester County)

INSTRUCTIONS FOR SIGNATURE: If corporation, by an officer; if limited partnership, by a general partner; if limited liability company, by a member or manager or by an attorney-in-fact or authorized person for such corporation, limited partnership, or limited liability company.

Perry Palombecki, President

Name and Title

DOCS 1336 (Rev. 11/09)



Name **COMMERCIAL SWEEPING SERVICE, INC.**

(NAME OF ASSOCIATION, CORPORATION OR TRUSTEE)

No. of Shares Authorized

Prof. 1st

Prof. 2nd

Address **33 Columbus Avenue, Mount Kisco, New York 10549**

Capital **200**

I, **PERRY A. PALAZZETTI**

President  
Secretary of the  
Trustee

**COMMERCIAL SWEEPING SERVICE, INC.**

(NAME OF ASSOCIATION, CORPORATION OR TRUSTEE)

do hereby certify that the said corporation keeps a place for the sale, transfer or delivery of its stock at No. **33**

**Columbus Avenue**

in the city of **Mount Kisco**

**New York**

Incorporated **March 12, 1992**

Law of the State of **New York**

or  
organized

**STATE OF NEW YORK**

**PERRY A. PALAZZETTI**

President  
Secretary  
Trustee

City of **Tarrytown**

County of **Westchester**

ss:

On this **23** day of **March**

**19 92**, before me the subscriber,

personally came **PERRY A. PALAZZETTI**

to me known, and who being by me

duly sworn, did depose and say that he is the <sup>Trustee</sup> ~~President~~ of the <sup>trust</sup> ~~corporation~~ above named and that he executed the foregoing <sup>association</sup> ~~corporation~~ certificate on behalf of said <sup>association</sup> ~~corporation~~ pursuant to authority vested in him by a vote of the board of directors of said <sup>association</sup> ~~corporation~~ <sup>trustee</sup>

Notary Public  
Commissioner of Deeds

(Certificate to be filed with the State Tax Commission, Albany, N. Y.  
by Associations, Corporations and Trustees under Section 276-a Tax Law)  
PRINTED BY JULIUS BLUMBERG, INC.

**RECEIPT OF DEPARTMENT OF STATE**

S. DEPARTMENT OF STATE  
ION OF CORPORATIONS AND STATE RECORDS

162 WASHINGTON AVENUE  
ALBANY, NY 12231

**FILING RECEIPT**

ORATION NAME: COMMERCIAL SWEEPING SERVICE, INC.

MENT TYPE : INCORPORATION (DOM. BUSINESS)

COUNTY: WEST

ICE COMPANY : XL CORPORATE SERVICES, INC.

D: 03/12/1992 DURATION: PERPETUAL CASH #: 920312000360 FILN #: 920312000360

**ESS FOR PROCESS**

CORPORATION  
OLUMBUS AVENUE  
KISCO, NY 10549

STERED AGENT



OCK: 200 NPV

LER	FEES	160.00	PAYMENTS
URIE VETERE, ESQ.	FILING :	125.00	CASH :
HOLLOW ROAD	TAX :	10.00	CHECK :
	CERT :	0.00	BILLED:
ONY BROOK, NY 11790	COPIES :	0.00	
	HANDLING:	25.00	
			REFUND:

025 (11/89)



## TOWN OF CARMEL HIGHWAY DEPARTMENT

---

Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**MICHAEL SIMONE**  
***Superintendent of Highways***

845.628.7474  
FAX 845.628.1471  
MSimone@bestweb.net

**FROM THE DESK OF:** *Michael Simone*

**TO:** SUPERVISOR KENNETH SCHMITT & TOWN BOARD

**DATE:** OCTOBER 5, 2020

**RE:** REQUEST TO PURCHASE 2005 BOMAG BW120AU-4 ROLLER

---

I am requesting authorization to purchase the following used equipment from Cricket Construction, Vendor #10051:

**2005 BOMAG BW120AU-4 Roller, Used 680 Hours, \$19,500**

See attached COMPS

Office  
(845) 628-8163

Cell  
(914) 438-9668

Blacktop

Sealcoating

Excavation

Septics

**Cricket Construction, LLC**

Raymond Ferrieri

P.O. Box 362

Mahopac, NY 10541

Town of Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

Attn: Mr. Michael Simone

For Sale: 2005 Bomag BW120AD diesel 3-5 ton,  
Dual drive tandem vibratory roller,  
680 hours.

Total: \$19,500.00



# ✂ 2013 BOMAG BW120 For Sale In Fresno, California

For Sale Price: \$27,300 ✂

## Contact Information

### So Cal Equipment

📍 Fresno, California 93702

Phone: (619) 813-4540

Contact: Brad Fox



## Description

Work ready and up to date on service.

## Specifications

Year	2013	Manufacturer	BOMAG
Model	BW120	Condition	Used
Hours	627	ROPS	Open

*Went by hours*



# ✂ 2012 BOMAG BW120AD-4 For Sale In Long Beach, California

For Sale Price: \$21,900 ✂

## Contact Information

### Rexin Equipment

📍 Long Beach, California 90805

Phone: (714) 340-1169

WhatsApp: 📞 Message

Contact: Joe Rexin



## Description

2012 Bomag BW120-AD4 Double Smooth Drum Roller Compactor, 565 Hours, 34 Hp. Kubota Diesel Engine Tier 4 Complaint, Water Spray System, Vibratory System, 48" Drums, 5742 Lbs. Operating Weight,

## Specifications

Year	2012	Manufacturer	BOMAG
Model	BW120AD-4	Serial Number	****16
Condition	Used	Hours	565

*Went by Hours*

# BOMAG

TYPE

BW120AD-4

NO

861880131211

N

25

KW

2010

BETRIEBSGEWICHT  
OPERATING WEIGHT  
POIDS DE SERVICE

2586

KG

MAX. GEWICHT  
MAX. WEIGHT  
POIDS MAX

2600

KG

MADE IN SHANGHAI, CHINA



## TOWN OF CARMEL HIGHWAY DEPARTMENT

---

Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**MICHAEL SIMONE**  
***Superintendent of Highways***

845.628.7474  
FAX 845.628.1471  
MSimone@bestweb.net

**FROM THE DESK OF:** *Michael Simone*

**TO:** SUPERVISOR KENNETH SCHMITT  
TOWN BOARD

**DATE:** SEPTEMBER 30, 2020

**RE:** REQUEST TO PURCHASE BULK DIESEL NYS OGS CONTRACT PC68208

---

I am requesting authorization to purchase bulk-diesel fuel from Global Montello Group Corp., contract PC68208, per NYS OGS Group #5602, Award #23094, period 8/31/18 – 8/26/21.

See attached contract

cc Comptroller MaryAnn Maxwell  
Town Clerk Ann Spofford





## Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <http://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

# Contract Award Notification

<b>Title</b>	<b>:</b>	<b>Group 05602 – Ultra Low Sulfur Diesel and Biodiesel Fuel (On-Road Use Only) (Statewide)</b> <b>Classification Code(s): 15</b>
<b>Award Number</b>	<b>:</b>	<b><u>23094</u></b> (Replaces Awards 22781 and 23005)
<b>Contract Period</b>	<b>:</b>	<b>August 31, 2018 – August 26, 2021</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>May 4, 2018</b>
<b>Date of Issue</b>	<b>:</b>	<b>August 28, 2018</b> (Revised August 20, 2020)
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated Herein</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
<b>Name :</b> Megan Li <b>Title :</b> Contract Management Specialist <b>Phone :</b> 518-473-8859 <b>E-mail :</b> <a href="mailto:Cheung.Li@ogs.ny.gov">Cheung.Li@ogs.ny.gov</a>	<b>Procurement Services Customer Services</b> <b>Phone :</b> 518-474-6717 <b>E-mail :</b> <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various types of ultra low sulfur (ULS) diesel and biodiesel fuel for on-road use only. The product shall be Contractor furnished, delivered and unloaded at Authorized Users' designated delivery locations. The pricing included in this document is the pricing bid by the contractors. For current contract prices, please go to the Pricing Information link on the Award page.

**Links to the base contract, current prices, updates, and delivery schedules are located on the Award page at: <http://www.ogs.ny.gov/purchase/spg/awards/0560223094CAN.HTM>**

**NOTE:** See individual contract items to determine actual awardees.

CONTRACT NUMBER	CONTRACTOR & ADDRESS	CONTACT INFORMATION	FED. ID. # / NYS VENDOR #
PC68206 SB	Adirondack Energy Products, Inc. 17 Junction Road Malone, NY 12953	Ed Lockwood Phone: 518-483-3835 Toll Free: 800-211-0779 E-mail: ed@adirondackenergy.com  <b>Customer Service Contact for NYS Contract Orders (Mon-Fri 8:00am-5:00pm):</b> Nathan Monette Phone: 518-483-3835 Toll Free: 800-211-0779 Email: nate@adirondackenergy.com  <b>Contact to Escalate Contract Orders:</b> Ed Lockwood Phone: 518-483-3835 Toll Free: 800-211-0779 E-mail: ed@adirondackenergy.com  <b>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters:</b> Emergency After Hours Phone: 518-404-0682 E-mail: ed@adirondackenergy.com	141719550 1000007084
PC68207 SB	Buell Fuel, LLC 2676 State Route 12B Deansboro, NY 13328  Accepts NYS Purchasing Card for orders up to and including \$4,000	Garth Curtis Bid and Supply Manager Phone: 315-841-9008 Email: garth@buellfuel.com  <b>Customer Service Contact for NYS Contract Orders (Mon-Fri 7:30am-4:30pm):</b> Faith Gaudin Phone: 315-841-3000 Email: faith@buellfuel.com  <b>Contact to Escalate Contract Orders:</b> Garth Curtis Phone: 315-841-3000 Cell Phone: 315-404-3899 Email: garth@buellfuel.com  <b>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters:</b> Garth Curtis Phone: 315-841-3000 Cell Phone: 315-404-3899 Email: garth@buellfuel.com  <b>Backup Contact for NYS Declared Emergencies or Disasters:</b> Michael Buell	760826999 1000009690

		Phone: 315-841-3000 Cell Phone: 315-941-9716 Email: mb@buellfuel.com	
PC68208	<b>Global Montello Group Corp.</b> 800 South Street Waltham, MA 02454	Bid Department Bid Personnel Phone: 781-398-4003 Email: bids@globalp.com  <b>Customer Service Contact for NYS          Contract Orders (24 hours/7 days a week):</b> Dispatch Department Phone: 800-826-5686 Email: smartbuydispatch@globalp.com  <b>Contact to Escalate Contract Orders:</b> Dispatch Department Phone: 800-826-5686 Email: smartbuydispatch@globalp.com  <b>Contact for After Hours, Weekend, or          Holiday Emergency:</b> Dispatch Department Phone: 800-826-5686 Email: smartbuydispatch@globalp.com  <b>Contact for NYS Declared Emergencies          or Disasters:</b> Kevin Young Phone: 781-398-4259 Email: kyoung@globalp.com  <b>Backup Contact for NYS Declared          Emergencies or Disasters:</b> Kevin Bowe Phone: 781-398-4059 Email: kbowe@globalp.com	043443028 1100005467
PC68209 SB	<b>Goetz Energy Corporation dba          Kurk Fuel Company</b> 1319 Military Road Tonawanda, NY 14217	Mary Burke Sales Phone: 716-824-1298 Email: mburke@kurkfuel.com  <b>Customer Service Contact for NYS          Contract Orders (Mon-Fri 8:00am-5:00pm):</b> Mary Burke, Shelly Kent, Sue Mule, Debi Clark Phone: 716-824-1298 Email: mburke@kurkfuel.com  <b>Contact to Escalate Contract Orders:</b> Mary Burke Phone: 716-824-1298 Cell Phone: 716-867-9547 Email: mburke@kurkfuel.com  <b>Contact for After Hours, Weekend, or          Holiday Emergency, and NYS Declared          Emergencies or Disasters:</b> Mary Burke	160450990 1000007438

		Phone: 716-824-1298 Cell Phone: 716-867-9547 Email: mburke@kurkfuel.com  <b>Backup Contact for NYS Declared Emergencies or Disasters:</b> Michael Asher Phone: 716-824-1298 Cell Phone: 716-480-3316 Email: masher@goetzenergy.com	
PC68210	<b>Main Brothers Oil Co., Inc. dba Main Care Energy</b> 1 Booth Lane Albany, NY 12205  Accepts NYS Purchasing Card for orders up to and including \$15,000	Marcia Booth Vice President Phone: 518-438-7856 Toll-Free: 1-800-542-5552 Email: mbooth@maincareenergy.com  <b>Customer Service Contact for NYS Contract Orders (24 hours/7 days a week):</b> Customer Service Phone: 800-542-5552 Toll-Free: 800-542-5552 Email: customercare@maincareenergy.com  <b>Contact to Escalate Contract Orders:</b> David Borger Phone: 518-438-7856 Email: dborger@maincareenergy.com  <b>Contacts for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters:</b> David Borger Phone: 518-438-7856 Toll Free: 800-542-5552 Email: dborger@maincareenergy.com  <b>Backup Contact for NYS Declared Emergencies or Disasters:</b> Marcia Booth Phone: 518-438-7856 Email: mbooth@maincareenergy.com	146024844 1000007301
PC68211	<b>Mirabito Holdings, Inc. dba Mirabito Energy Products</b> The Metrocenter – 49 Court Street PO Box 5306 Binghamton, NY 13902	Joe D'Esti Pricing and Bid Administrator Phone: 607-352-2958 Toll-Free: 800-934-9480 Email: joe.desti@mirabito.com  <b>Customer Service Contact for NYS Contract Orders (Mon-Fri 8:00am-5:00pm):</b> Customer Services Phone: 607-352-2800 Toll-Free: 800-934-9480  <b>Contact to Escalate Contract Orders:</b> Jason Mirabito Phone: 607-352-2930 Email: jason.mirabito@mirabito.com  <b>Contact for After Hours, Weekend, or Holiday Emergency:</b>	150552668 1000007358



		<p>Gene Fuller Phone: 607-561-2735 Toll-Free: 800-934-9480 E-mail: gene.fuller@mirabito.com</p> <p><b>Contact for NYS Declared Emergencies or Disasters:</b> Gene Fuller Phone: 607-561-2735 E-mail: gene.fuller@mirabito.com</p> <p><b>Backup Contact for NYS Declared Emergencies or Disasters:</b> Jason Mirabito Phone: 607-352-2930 E-mail: jason.mirabito@mirabito.com</p>	
PC68213	<p><b>NOCO Energy Corp.</b> 2440 Sheridan Drive Tonawanda, NY 14150</p>	<p>Tom Spitznogle Fuel Supply Manager Phone: 716-614-1230 Email: tspitznogle@noco.com</p> <p><b>Customer Service Contact for NYS Contract Orders (Mon-Fri 7:30am -5pm):</b> Customer Fuel Order Desk Phone: 800-601-6626 Email: fuelorder@noco.com</p> <p><b>Contact to Escalate Contract Orders:</b> Alicia Lineberger Phone: 716-614-1148 Cell Phone: 716-341-9722 Email: alineberger@noco.com</p> <p><b>Contact for After Hours, Weekend, or Holiday Emergency:</b> Kevin Galas Phone: 716-435-7309 E-mail: kgalas@noco.com</p> <p><b>Contact for NYS Declared Emergencies or Disasters:</b> Kevin Galas Phone: 716-504-3308 Cell Phone: 716-435-7309 E-mail: kgalas@noco.com</p> <p><b>Backup Contact for NYS Declared Emergencies or Disasters:</b> Joe Gross Phone: 716-504-3308 Cell Phone: 716-435-7309 E-mail: kgalas@noco.com</p>	<p>160727383 1000007468</p>
PC68214	<p><b>Sprague Operating Resources LLC</b> 185 International Drive Portsmouth, NH 03801</p> <p><b>Putnam County ULSD BIO B5 will not be available after November 27, 2020.</b></p>	<p>Taylor Hudson Managing Director, Refined Sales Phone: 603-430-5397 Toll-Free: 800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p><b>Customer Service Contact for NYS Contract Orders (24 hours/7 days a week):</b></p>	<p>020415440 1000005203</p>

		<p>Customer Care Team Toll-Free: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b> Customer Care Team/Dispatch Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contact for After Hours, Weekend, or Holiday Emergency:</u></b> Customer Care Team/Dispatch Phone: 800-880-6037 Email: orders@spragueenergy.com</p> <p><b><u>Contact for NYS Declared Emergencies or Disasters:</u></b> Taylor Hudson Phone: 603-430-5397 Toll-Free Phone: 800-225-1560 Email: contractmgmt@spragueenergy.com</p> <p><b><u>Backup Contact for NYS Declared Emergencies or Disasters:</u></b> Barry Panicola Phone: 516-622-7091 Toll Free: 800-225-1560 Email: bpanicola@spragueenergy.com</p>	
PC68215	<p><b>Superior Plus Energy Services Inc.</b> 1870 S. Winton Road Suite 200 Rochester, NY 14618</p> <p><b>The contract with Superior Plus Energy Services, Inc. expires on November 27, 2020.</b></p>	<p>Dean Crocker Phone: 585-783-2646 Email: dcrocker@superiorplusenergy.com</p> <p><b><u>Customer Service Contact for NYS Contract Orders (Mon-Fri 8:00am-5:00pm):</u></b> Customer Service Manager Phone: 855-804-3835 Email: adam_moosbrugger@superiorpropane.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b> Adam Moosbrugger Phone: 585-783-2636 Email: adam_moosbrugger@superiorpropane.com</p> <p><b><u>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters:</u></b> Central Dispatch Phone: 844-892-3952 Email: dispatch@griffithenergy.com</p> <p><b><u>Backup Contact for NYS Declared Emergencies or Disasters:</u></b> Dean Crocker Phone: 585-783-2646 Email: dcrocker@superiorplusenergy.com</p>	160736353 1000007474
PC68216	<p><b>United Metro Energy Corp.</b> 500 Kingsland Avenue Brooklyn, NY 11222</p>	<p>Robert Leavy VP of Energy Procurement &amp; Supply Chain Phone: 718-389-5800 x173 Email: robertleavy@umecny.com</p>	462112871 1100082712

		<p><b>Customer Services Contact for NYS Contract Orders (Mon-Fri 7:00am-11:00pm, Sat-Sun 8:00am-5:00pm):</b>  Edward Abreu  Phone: 718-389-5800 x152  Email: edabreu@umecny.com</p> <p><b>Contact for After Hours, Weekend, or Holiday Emergency, and NYS Declared Emergencies or Disasters:</b>  Robert Leavy  Phone: 718-389-5800 x173  Cell Phone: 917-560-7506  Email: robertleavy@umecny.com</p> <p><b>Backup Contact for NYS Declared Emergencies or Disasters:</b>  Anthony Peretta  Phone: 718-389-5800 x135  Cell Phone: 347-538-4796  Email: anthonyperetta@umecny.com</p>	
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Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
(See "Invoicing and Payment" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**ITEMS IN RED WILL NOT BE AVAILABLE AFTER NOVEMBER 27, 2020,  
or until a new Award is issued.**

**AWARDS BY COUNTY**

The pricing included in this section is the original pricing bid by the contractors. Current contract pricing is found in the "Pricing Information" link on the Award page.

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Albany	ULSD 2D Regular	\$2.3290	\$2.3437	\$0.0000	Sprague Operating Resources
Albany	ULSD 2D Premium	\$2.2675	\$2.5755	\$0.0000	Main Care Energy
Albany	ULSD 2D BIO (B5)	\$2.3438	\$2.6275	\$0.0000	Main Care Energy
Allegany	ULSD 2D Regular	\$2.3855	\$2.7773	\$0.0000	Mirabito Energy Products
Allegany	ULSD 2D Premium	\$2.4881	\$2.8799	\$0.0000	Mirabito Energy Products
Allegany	ULSD 2D BIO (B5)	\$2.4402	\$2.8205	\$0.0000	Mirabito Energy Products
Bronx	ULSD 2D BIO (B5)	\$2.3452	\$2.3552	\$0.0000	Sprague Operating Resources
Broome	ULSD 2D Regular	\$2.3893	\$2.7083	\$0.0000	Mirabito Energy Products
Broome	ULSD 2D Premium	\$2.2719	\$2.5909	\$0.0000	Mirabito Energy Products
Broome	ULSD 2D BIO (B5)	\$2.7890	\$3.0959	\$0.0000	Mirabito Energy Products
Cattaraugus	ULSD 2D Regular	\$2.3988	\$2.7056	\$0.0850	NOCO Energy
Cattaraugus	ULSD 2D Premium	\$2.4288	\$2.7156	\$0.0500	NOCO Energy
Cattaraugus	ULSD 2D BIO (B5)	\$2.4503	\$2.5003	\$0.0000	NOCO Energy
Cayuga	ULSD 2D Regular	\$2.4369	\$2.7559	\$0.0000	Mirabito Energy Products
Cayuga	ULSD 2D BIO (B5)	\$2.7890	\$3.0959	\$0.0000	Mirabito Energy Products
Chautauqua	ULSD 2D Regular	\$2.3788	\$2.6906	\$0.0800	NOCO Energy
Chautauqua	ULSD 2D Premium	\$2.4138	\$2.7406	\$0.0000	NOCO Energy
Chautauqua	ULSD 2D BIO (B5)	\$2.4353	\$2.4853	\$0.0000	NOCO Energy
Chemung	ULSD 2D Regular	\$2.3389	\$2.5659	\$0.1000	Superior Plus Energy Services
Chemung	ULSD 2D Premium	\$2.3689	\$2.5659	\$0.1000	Superior Plus Energy Services
Chemung	ULSD 2D BIO (B5)	\$2.7890	\$3.0959	\$0.0000	Mirabito Energy Products
Chenango	ULSD 2D Regular	\$2.2789	\$2.6160	\$0.0000	Mirabito Energy Products
Chenango	ULSD 2D BIO (B5)	\$2.7551	\$3.0809	\$0.0000	Mirabito Energy Products
Clinton	ULSD 2D Regular	\$2.3592	\$2.3382	\$0.0000	Adirondack Energy Products
Clinton	ULSD 2D BIO (B5)	\$2.9422	\$2.7502	\$0.0000	Adirondack Energy Products
Clinton	ULSD 2D BIO (B10)	\$3.0922	\$2.7472	\$0.0000	Adirondack Energy Products
Columbia	ULSD 2D Regular	\$2.2575	\$2.5970	\$0.0000	Main Care Energy
Columbia	ULSD 2D Premium	\$2.2714	\$2.6110	\$0.0000	Main Care Energy
Columbia	ULSD 2D BIO (B5)	\$2.4206	\$2.6630	\$0.0000	Main Care Energy



County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Cortland	ULSD 2D Regular	\$2.4469	\$2.7659	\$0.0000	Mirabito Energy Products
Cortland	ULSD 2D BIO (B5)	\$2.7890	\$3.0959	\$0.0000	Mirabito Energy Products
Delaware	ULSD 2D Regular	\$2.5251	\$2.9095	\$0.0000	Mirabito Energy Products
Delaware	ULSD 2D BIO (B5)	\$2.8088	\$3.1795	\$0.0000	Mirabito Energy Products
Dutchess	ULSD 2D Regular	\$2.2580	\$2.3688	\$0.0000	Global Montello Group
Dutchess	ULSD 2D Premium	\$2.2693	\$2.3688	\$0.0000	Global Montello Group
Dutchess	ULSD 2D BIO (B5)	\$2.8506	\$3.2650	\$0.0000	Mirabito Energy Products
Erie	ULSD 2D Regular	\$2.1433	\$2.4477	\$0.0000	Goetz Energy
Erie	ULSD 2D Premium	\$2.1583	\$2.4477	\$0.0000	Goetz Energy
Erie	ULSD 2D BIO (B5)	\$2.1887	\$2.4477	\$0.0000	Goetz Energy
Erie	ULSD 2D BIO (B20)	\$2.2237	\$2.4477	\$0.0000	Goetz Energy
Essex	ULSD 2D Regular	\$2.5662	\$2.4492	\$0.0000	Adirondack Energy Products
Essex	ULSD 2D Premium	\$2.6222	\$2.5022	\$0.0000	Adirondack Energy Products
Essex	ULSD 2D BIO (B5)	\$3.0922	\$2.7472	\$0.0000	Adirondack Energy Products
Franklin	ULSD 2D Regular	\$2.4892	\$2.3992	\$0.0000	Adirondack Energy Products
Franklin	ULSD 2D BIO (B5)	\$2.8992	\$2.7282	\$0.0000	Adirondack Energy Products
Fulton	ULSD 2D Regular	\$2.3871	\$2.5967	\$0.0000	Global Montello Group
Fulton	ULSD 2D Premium	\$2.3985	\$2.5967	\$0.0000	Global Montello Group
Fulton	ULSD 2D BIO (B5)	\$2.5201	\$2.6289	\$0.0000	Main Care Energy
Genesee	ULSD 2D Regular	\$2.1721	\$2.5485	\$0.0000	Goetz Energy
Genesee	ULSD 2D BIO (B5)	\$2.2787	\$2.5485	\$0.0000	Goetz Energy
Greene	ULSD 2D Regular	\$2.2575	\$2.5970	\$0.0000	Main Care Energy
Greene	ULSD 2D BIO (B5)	\$2.4581	\$2.6630	\$0.0000	Main Care Energy
Hamilton	ULSD 2D Regular	No Bid	No Bid	No Bid	No Bid
Hamilton	ULSD 2D BIO (B5)	No Bid	No Bid	No Bid	No Bid
Herkimer	ULSD 2D Regular	\$2.3055	\$2.2550	\$0.0550	Buell Fuel
Herkimer	ULSD 2D Premium	\$2.3199	\$2.2600	\$0.0550	Buell Fuel
Herkimer	ULSD 2D BIO (B5)	\$2.8551	\$3.1809	\$0.0000	Mirabito Energy Products
Jefferson	ULSD 2D Regular	\$2.4010	\$2.7381	\$0.0000	Mirabito Energy Products
Jefferson	ULSD 2D Premium	\$2.5114	\$2.8485	\$0.0000	Mirabito Energy Products
Jefferson	ULSD 2D BIO (B5)	\$2.7558	\$3.0816	\$0.0000	Mirabito Energy Products
Kings	ULSD 2D Regular	\$2.5090	\$2.5190	\$0.0000	Sprague Operating Resources
Lewis	ULSD 2D Regular	\$2.3195	\$2.4659	\$0.0500	Buell Fuel
Lewis	ULSD 2D BIO (B5)	\$3.0051	\$3.3309	\$0.0000	Mirabito Energy Products

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Livingston	ULSD 2D Regular	\$2.2896	\$2.6814	\$0.0000	Mirabito Energy Products
Livingston	ULSD 2D Premium	\$2.3754	\$2.5631	\$0.0000	Goetz Energy
Livingston	ULSD 2D BIO (B5)	\$2.3635	\$2.5631	\$0.0000	Goetz Energy
Livingston	ULSD 2D BIO (B10)	\$2.3899	\$2.5631	\$0.0000	Goetz Energy
Madison	ULSD 2D Regular	\$2.3838	\$2.4099	\$0.1050	Buell Fuel
Madison	ULSD 2D Premium	\$2.4002	\$2.4695	\$0.0950	Buell Fuel
Madison	ULSD 2D BIO (B5)	\$2.8551	\$3.1809	\$0.0000	Mirabito Energy Products
Monroe	ULSD 2D Regular	\$2.2380	\$2.6071	\$0.0400	Superior Plus Energy Services
Monroe	ULSD 2D Premium	\$2.2680	\$2.6071	\$0.0400	Superior Plus Energy Services
Monroe	ULSD 2D BIO (B5)	\$2.3200	\$2.7003	\$0.0000	Mirabito Energy Products
Montgomery	ULSD 2D Regular	\$2.3389	\$2.4998	\$0.0325	Buell Fuel
Montgomery	ULSD 2D Premium	\$2.3771	\$2.5753	\$0.0000	Global Montello Group
Montgomery	ULSD 2D BIO (B5)	\$2.5201	\$2.6289	\$0.0000	Main Care Energy
Nassau	ULSD 2D Regular	\$2.2197	\$2.2297	\$0.0000	Sprague Operating Resources
Nassau	ULSD 2D Premium	\$2.2386	\$2.2650	\$0.0000	Global Montello Group
Nassau	ULSD 2D BIO (B5)	\$2.2841	\$2.2941	\$0.0000	Sprague Operating Resources
New York	ULSD 2D Regular	\$2.2592	\$2.5554	\$0.0000	United Metro Energy
New York	ULSD 2D Premium	\$2.2702	\$2.5554	\$0.0000	United Metro Energy
New York	ULSD 2D BIO (B5)	\$2.3482	\$2.3582	\$0.0000	Sprague Operating Resources
Niagara	ULSD 2D Regular	\$2.1433	\$2.4472	\$0.0000	Goetz Energy
Niagara	ULSD 2D Premium	\$2.1583	\$2.4472	\$0.0000	Goetz Energy
Niagara	ULSD 2D BIO (B5)	\$2.1887	\$2.4472	\$0.0000	Goetz Energy
Niagara	ULSD 2D BIO (B20)	\$2.2237	\$2.4472	\$0.0000	Goetz Energy
Oneida	ULSD 2D Regular	\$2.2859	\$2.2494	\$0.0500	Buell Fuel
Oneida	ULSD 2D Premium	\$2.3661	\$2.2821	\$0.0850	Buell Fuel
Oneida	ULSD 2D BIO (B5)	\$2.8551	\$3.1809	\$0.0000	Mirabito Energy Products
Oneida	ULSD 2D BIO (B20)	\$2.8893	\$3.1809	\$0.0000	Mirabito Energy Products
Onondaga	ULSD 2D Regular	\$2.3829	\$2.3720	\$0.0815	Buell Fuel
Onondaga	ULSD 2D Premium	\$2.3869	\$2.4798	\$0.0815	Buell Fuel
Onondaga	ULSD 2D BIO (B5)	\$2.8551	\$3.1809	\$0.0000	Mirabito Energy Products
Ontario	ULSD 2D Regular	\$2.2930	\$2.6071	\$0.0800	Superior Plus Energy Services
Ontario	ULSD 2D Premium	\$2.3230	\$2.6071	\$0.0800	Superior Plus Energy Services
Ontario	ULSD 2D BIO (B5)	\$2.3696	\$2.7499	\$0.0000	Mirabito Energy Products
Orange	ULSD 2D Regular	\$2.2603	\$2.3711	\$0.0000	Global Montello Group
Orange	ULSD 2D Premium	\$2.2716	\$2.3711	\$0.0000	Global Montello Group
Orange	ULSD 2D BIO (B5)	\$2.8006	\$3.2150	\$0.0000	Mirabito Energy Products



County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Orleans	ULSD 2D Regular	\$2.1601	\$2.5365	\$0.0000	Goetz Energy
Orleans	ULSD 2D Premium	\$2.1751	\$2.5365	\$0.0000	Goetz Energy
Orleans	ULSD 2D BIO (B5)	\$2.2055	\$2.5365	\$0.0000	Goetz Energy
Oswego	ULSD 2D Regular	\$2.3092	\$2.2415	\$0.0750	Buell Fuel
Oswego	ULSD 2D Premium	\$2.3509	\$2.3004	\$0.0850	Buell Fuel
Oswego	ULSD 2D BIO (B5)	\$2.8551	\$3.1809	\$0.0000	Mirabito Energy Products
Otsego	ULSD 2D Regular	\$2.4793	\$2.8637	\$0.0000	Mirabito Energy Products
Otsego	ULSD 2D BIO (B5)	\$2.8088	\$3.1795	\$0.0000	Mirabito Energy Products
Putnam	ULSD 2D Regular	\$2.2649	\$2.4457	\$0.0000	Global Montello Group
Putnam	ULSD 2D Premium	\$2.2862	\$2.4457	\$0.0000	Global Montello Group
Putnam	ULSD 2D BIO (B5)	\$2.3390	\$2.3461	\$0.0000	Sprague Operating Resources
Queens	ULSD 2D Regular	\$2.2423	\$2.2523	\$0.0000	Sprague Operating Resources
Queens	ULSD 2D BIO (B20)	\$2.2456	\$2.2604	\$0.0000	Sprague Operating Resources
Rensselaer	ULSD 2D Regular	\$2.3290	\$2.3437	\$0.0000	Sprague Operating Resources
Rensselaer	ULSD 2D Premium	\$2.2675	\$2.5755	\$0.0000	Main Care Energy
Rensselaer	ULSD 2D BIO (B5)	\$2.3438	\$2.6275	\$0.0000	Main Care Energy
Rensselaer	ULSD 2D BIO (B10)	\$2.3576	\$2.6275	\$0.0000	Main Care Energy
Richmond	ULSD 2D Regular	No Bid	No Bid	No Bid	No Bid
Rockland	ULSD 2D Regular	\$2.2496	\$2.3604	\$0.0000	Global Montello Group
Rockland	ULSD 2D Premium	\$2.2609	\$2.3604	\$0.0000	Global Montello Group
Rockland	ULSD 2D BIO (B5)	\$2.3673	\$2.3859	\$0.0000	Sprague Operating Resources
Rockland	ULSD 2D BIO (B20)	\$2.4771	\$2.4884	\$0.0000	Sprague Operating Resources
Saratoga	ULSD 2D Regular	\$2.3290	\$2.3437	\$0.0000	Sprague Operating Resources
Saratoga	ULSD 2D Premium	\$2.3123	\$2.4970	\$0.0000	Global Montello Group
Saratoga	ULSD 2D BIO (B5)	\$2.4288	\$2.6275	\$0.0000	Main Care Energy
Schenectady	ULSD 2D Regular	\$2.3290	\$2.3437	\$0.0000	Sprague Operating Resources
Schenectady	ULSD 2D Premium	\$2.3303	\$2.5650	\$0.0000	Global Montello Group
Schenectady	ULSD 2D BIO (B5)	\$2.4351	\$2.8058	\$0.0000	Mirabito Energy Products
Schoharie	ULSD 2D Regular	\$2.4224	\$2.8068	\$0.0000	Mirabito Energy Products
Schoharie	ULSD 2D BIO (B5)	\$2.7088	\$3.0795	\$0.0000	Mirabito Energy Products
Schoharie	ULSD 2D BIO (B20)	\$2.9503	\$3.2795	\$0.0000	Mirabito Energy Products
Schuyler	ULSD 2D Regular	\$2.2976	\$2.6166	\$0.0000	Mirabito Energy Products
Schuyler	ULSD 2D BIO (B5)	\$2.8763	\$3.1832	\$0.0000	Mirabito Energy Products

County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Seneca	ULSD 2D Regular	\$2.4057	\$2.7247	\$0.0000	Mirabito Energy Products
Seneca	ULSD 2D Premium	\$2.5503	\$2.8693	\$0.0000	Mirabito Energy Products
Seneca	ULSD 2D BIO (B5)	\$2.8390	\$3.1459	\$0.0000	Mirabito Energy Products
Seneca	ULSD 2D BIO (B10)	\$2.9513	\$3.2459	\$0.0000	Mirabito Energy Products
St. Lawrence	ULSD 2D Regular	\$2.4392	\$2.3882	\$0.0000	Adirondack Energy Products
St. Lawrence	ULSD 2D Premium	\$2.4952	\$2.4112	\$0.0000	Adirondack Energy Products
St. Lawrence	ULSD 2D BIO (B5)	\$2.9992	\$2.8282	\$0.0000	Adirondack Energy Products
St. Lawrence	ULSD 2D BIO (B10)	\$3.0522	\$2.8272	\$0.0000	Adirondack Energy Products
St. Lawrence	ULSD 2D BIO (B20)	\$3.0792	\$2.8392	\$0.0000	Adirondack Energy Products
Steuben	ULSD 2D Regular	\$2.3889	\$2.6459	\$0.1000	Superior Plus Energy Services
Steuben	ULSD 2D Premium	\$2.4189	\$2.6459	\$0.1000	Superior Plus Energy Services
Steuben	ULSD 2D BIO (B5)	\$2.4543	\$2.8459	\$0.0000	Mirabito Energy Products
Suffolk	ULSD 2D Regular	\$2.2299	\$2.2650	\$0.0000	Global Montello Group
Suffolk	ULSD 2D Premium	\$2.2386	\$2.2650	\$0.0000	Global Montello Group
Suffolk	ULSD 2D BIO (B5)	\$2.2748	\$2.2848	\$0.0000	Sprague Operating Resources
Suffolk	ULSD 2D BIO (B20)	\$2.2847	\$2.5433	\$0.0000	United Metro Energy
Sullivan	ULSD 2D Regular	\$2.2641	\$2.3649	\$0.0000	Global Montello Group
Sullivan	ULSD 2D Premium	\$2.2754	\$2.3649	\$0.0000	Global Montello Group
Sullivan	ULSD 2D BIO (B5)	\$2.6006	\$2.6850	\$0.0000	Main Care Energy
Sullivan	ULSD 2D BIO (B10)	\$3.0935	\$3.4650	\$0.0000	Mirabito Energy Products
Tioga	ULSD 2D Regular	\$2.3782	\$2.6972	\$0.0000	Mirabito Energy Products
Tioga	ULSD 2D BIO (B5)	\$2.8390	\$3.1459	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D Regular	\$2.5537	\$2.8727	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D Premium	\$2.4914	\$2.8104	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D BIO (B5)	\$2.8890	\$3.1959	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D BIO (B10)	\$2.9513	\$3.2459	\$0.0000	Mirabito Energy Products
Tompkins	ULSD 2D BIO (B20)	\$2.4758	\$2.7459	\$0.0000	Mirabito Energy Products
Ulster	ULSD 2D Regular	\$2.2857	\$2.3865	\$0.0000	Global Montello Group
Ulster	ULSD 2D Premium	\$2.2970	\$2.3865	\$0.0000	Global Montello Group
Ulster	ULSD 2D BIO (B5)	\$2.5606	\$2.6630	\$0.0000	Main Care Energy
Warren	ULSD 2D Regular	\$2.3511	\$2.5795	\$0.0000	Main Care Energy
Warren	ULSD 2D Premium	\$2.3650	\$2.5935	\$0.0000	Main Care Energy
Warren	ULSD 2D BIO (B5)	\$2.5755	\$2.6275	\$0.0000	Main Care Energy
Washington	ULSD 2D Regular	\$2.3021	\$2.5795	\$0.0000	Main Care Energy
Washington	ULSD 2D Premium	\$2.3160	\$2.5935	\$0.0000	Main Care Energy
Washington	ULSD 2D BIO (B5)	\$2.4738	\$2.6275	\$0.0000	Main Care Energy



County	Fuel Type	Price Per Gallon 2D	Price Per Gallon 1D	Volume Discount (5,500 gallons or more)	Contractor
Wayne	ULSD 2D Regular	\$2.3130	\$2.6071	\$0.0000	Superior Plus Energy Services
Wayne	ULSD 2D Premium	\$2.3430	\$2.6071	\$0.0000	Superior Plus Energy Services
Wayne	ULSD 2D BIO (B5)	\$2.3796	\$2.7599	\$0.0000	Mirabito Energy Products
Westchester	ULSD 2D Regular	\$2.2561	\$2.3550	\$0.0000	Global Montello Group
Westchester	ULSD 2D Premium	\$2.2724	\$2.3550	\$0.0000	Global Montello Group
Westchester	ULSD 2D BIO (B5)	\$2.3306	\$2.3429	\$0.0000	Sprague Operating Resources
Westchester	ULSD 2D BIO (B10)	\$2.3384	\$2.3567	\$0.0000	Sprague Operating Resources
Westchester	ULSD 2D BIO (B20)	\$2.3428	\$2.3583	\$0.0000	Sprague Operating Resources
Wyoming	ULSD 2D Regular	\$2.3438	\$2.6806	\$0.0750	NOCO Energy
Wyoming	ULSD 2D BIO (B5)	\$2.3696	\$2.7499	\$0.0000	Mirabito Energy Products
Yates	ULSD 2D Regular	No Bid	No Bid	No Bid	No Bid
Yates	ULSD 2D BIO (B5)	No Bid	No Bid	No Bid	No Bid

**NEW ACCOUNTS:**

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the Delivery Schedules to capture these new accounts. All cases shall require Contractors to notify both contract user and OGS Procurement Services of any locations not originally on the Delivery Schedules, within thirty (30) days after the first delivery is made.

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Participation in Centralized Contracts. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the Price clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

**EXTENSION OF USE:**

This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**ESTIMATED QUANTITIES:**

This Contract is an estimated quantity Contract. The estimated quantities are based on requirements submitted to OGS by Authorized Users to purchase from this Contract. These Authorized Users have agreed not to enter into any other contracts for the ULS Diesel and Biodiesel that they filed for during the Contract period, and will purchase all their ULS Diesel and Biodiesel requirement needs from awarded contracts. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Contract is indeterminate. OGS makes no guarantee as to how much fuel will actually be ordered and/or delivered. See Section 2.28, Delivery Schedules.

**PRICE:**

Prices quoted shall be billed net per gallon, F.O.B. agency storage tanks. Prices quoted shall include all applicable customs, taxes, including LUST, license and research fees (e.g. NORA), and surcharges.

Pricing for Contract purchases shall be based on the pricing in effect at the time the Authorized User places the order (Prompt Will-call). Authorized Users that are on automatic delivery shall be priced on the day of delivery, unless the Authorized User requests a delivery. The price shall then reflect the day of the order.

Pricing shall reflect the day of delivery for orders placed by the Authorized User that go beyond the guaranteed delivery timeframe of 24 (twenty-four) hours. For example, the Authorized User orders 500 gallons of diesel fuel on Wednesday, and requests that the delivery be made on the following Tuesday.

For situations where an Authorized user wants to place an order for an unusually large volume of fuel (e.g., 40,000 gallons or more than a truck load, or delivering over a period of time), the Contractor and Authorized User should contact OGS Procurement Services. OGS's intent is for all parties to have the same expectations for delivery and price.

Truck delivery ticket volumes and Contract User's gauged volumes must agree within a tolerance of 0.5% of the total delivered volume for delivery volumes greater than 500 gallons and up to 1% for delivery volumes less than or equal to 500 gallons. If the volume difference exceeds the tolerance level, the Contract User's measured volume, if available, will be used for invoice payment. Contract Users reserve

the right to reject "rogue" trucks which have been identified as having repeated meter inaccuracies. Trucks without sealed and calibrated meters will not be permissible for deliveries.

It shall be the Contractor's responsibility to satisfy Authorized User requirements by furnishing blended product when called for during the time period indicated in this Contract.

**NOTE:** The State of New York and its political subdivisions are exempt from New York State and local sales taxes and federal excise taxes.

#### **ORDERING:**

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, Purchase Orders. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

#### **MINIMUM ORDER:**

Minimum delivery shall be 250 gallons at each delivery location (site) as determined by the delivery schedule. Deliveries under 250 gallons are at the Contractor's option, except for tank top-offs for testing.

All deliveries requested by an Authorized User of less than the minimum order size, including tank top-offs for tank testing, shall qualify for contract pricing. In addition, the following tiered schedule of surcharges may be utilized by the Contractor (except for automatic replenishment):

<b>Tank Capacity (in gallons)</b>	<b>Quantity Delivered (in gallons)</b>	<b>Optional Surcharge</b>
500 or more	Under 250 to 150	\$50.00
	Under 150	\$75.00
Less than 500	Under 250 to 150	\$25.00
	Under 150	\$50.00

Upon written direction by OGS, an Authorized User shall have one (1) delivery per tank per contract year for tank top-off testing that is exempt from any minimum order surcharge.

Determination for total gross tank capacity shall include all manifold tanks. All locations granted a request from the Contractor for "automatic replenishment", per the *Automatic Replenishment* clause of this Contract, shall be exempt from minimum order requirements, including other factors out of the control of Authorized Users (e.g., short filling, mechanical issues, inadequate fuel supply). In no case shall a surcharge be applied to a location while on "automatic replenishment".

#### **PROCUREMENT CARD:**

Contractor may accept the New York State Procurement Card for Contract purchases. For all Contract purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each delivery.

**INVOICING AND PAYMENT:**

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*. The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Customer Delivery Location ID number as shown on Delivery Schedule (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service/Delivery (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/content/vendor-information>.

In billing for winter mixes, invoices must include current Contract price for each grade, type of mixture furnished and computation of total price. Invoices should be formatted as per the example below:

EXAMPLE - Delivery of 4000 gallons of 2D/1D winter mix at a 1/1 ratio:

2,000 gals. × Adjusted 2D price = total cost of 2D product  
+ 2,000 gals. × Adjusted 1D price = total cost of 1D product  
Invoice Total (Total cost for delivery)

NOTE: If additives rather than kerosene is used to provide winter protection, the Contractor is allowed to charge market price for the additive, and as with kerosene, list the price as a separate line item on the invoice.

**DISCREPANCIES:**

The Contractor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five (5) business days from notification.

**SHIPPING CHARGES:**

Prices for all Items include all customs duties and charges for delivery, and are net FOB destination for delivery to any location designated by the Authorized User within a given County in New York State. In addition, upon mutual agreement, delivery locations may be expanded per the *Extension of Use* clause.



**PRODUCT DELIVERY:**

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product*. Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery. Every bid states what the maximum time a delivery will take from the moment of order, but the time shall never exceed 24 hours. In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be a State declared emergency, an after-hours or weekend emergency, or should an agency run out of fuel at any time creating an emergency situation, the Contractor shall be required to provide product within eight (8) to twelve (12) hours of a telephone call from the agency.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to take place Monday through Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, or if a run out is imminent before the next normal delivery day. Delivery of fuel should give first priority to "human needs" customers.

Failure to make prompt delivery may result in an Authorized User's submission of a Contract Performance Report to OGS. Per Appendix B, Section 48(a), (d), and (e), the Authorized User shall have the right to purchase sufficient diesel fuel on the open market to fill such tank or tanks, and to charge any increase in price paid over the current contract price to the account of the Contractor.

Authorized Users shall be responsible for insuring that tanks are accessible to the Contractor. Authorized Users should also make certain that receiving personnel are available at time of delivery. Failure of the Authorized User to make appropriate delivery arrangements, which prevents the delivery of product upon Contractor's arrival at delivery site, may result in a charge to the Authorized User for the Contractor's transportation costs. The Contractor must notify the Authorized User of the attempted delivery prior to charging for any future delivery attempts for the same circumstance. The Contractor must state the amount that would be charged for the direct cost of this subsequent delivery attempt, and provide supporting documentation that substantiates the direct cost for the failed delivery at the fault of the Authorized User. The Authorized User must agree in writing to any such costs for subsequent delivery attempts, prior to the Contractor making the subsequent delivery. At no time should a charge be applied to an Authorized User for an attempted delivery that failed at no fault of their own.

**AUTOMATIC REPLENISHMENT:**

Requests for automatic replenishment are preferred in WRITING from an Authorized User, but may be required by the Contractor. A Contractor shall provide written notification back to any Authorized User's request for automatic replenishment on any tank with a total gross capacity equal to or greater than 500 gallons. Automatic replenishment for tank capacities less than 500 gallons will be at the Contractor's option and may be subject to a minimum order charge (see *Minimum Order* clause of this Contract). Determination for total gross tank capacity shall include all manifolded tanks. The Contractor shall maintain a record of the estimated consumption of ULS diesel and biodiesel, and shall replenish the Authorized User's tank or tanks without further notice from the Authorized User, whenever necessary to insure an adequate supply at all times.

If the Contractor, after having accepted the request from the Authorized User, permits the level of the fuel to fall below the percentages of the total capacity of the Authorized User's tank or tanks indicated in the following table, and does not meet the requirement to deliver on an emergency basis within four (4) hours, the Authorized User shall have the right to purchase sufficient fuel on the open market from another vendor to fill such tank or tanks, and to charge any increase in price paid over the current contract price to the account of the Contractor.

MINIMUM LEVEL	TOTAL - TANK CAPACITY/GALS
10%	Under 5500
15%	5,500 and over

**DELIVERY SCHEDULES:**

Contractors shall be obligated to deliver under the Contract to any State agency which places a purchase order (or other ordering mechanism between the Contractor and ordering entity) under the contract, whether or not such delivery location is identified in the delivery schedules. Any political subdivision or other non-State entity which has not filed a requirement with OGS Procurement Services as of the date of the bid opening shall be eligible to receive deliveries at Contractor's option.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the delivery schedules, to capture these new accounts. All cases shall require Contractors to notify both contract user and OGS Procurement Services of any locations not originally identified on the Delivery Schedules, within thirty (30) days after the first delivery is made. See the *New Accounts* clause.

Filed requirements and delivery schedules may be updated by OGS for any mutually agreed upon extension.

NOTE: On occasion, entities may appear on the wrong delivery schedule as entities self-report. For example, a non- State entity may appear on the Agency schedule on occasion or vice versa. OGS does review and seek clarification of information on the delivery schedules, but does not catch all errors.

**FILL AND VENT REQUIREMENTS:**

Agencies must ensure that fill and vent equipment adequately meet NYS Standards. Contractors have the responsibility of reporting faulty equipment to the end users and the appropriate NYS regulatory agencies.

Agencies should also refer to CL-804, dated July 7, 2014, as they are responsible for the implementation of monitoring programs to insure compliance by supplier with these specification requirements.

NOTE: Contractor's delivery trucks **MUST BE EQUIPPED WITH METERS**, with the exception of motor transports, to accurately measure quantities delivered. Metered deliveries must be accompanied by a delivery ticket showing brand or grade and number of gallons delivered.

**GUARANTEED ANALYSIS:**

Contractor has provided a Guaranteed Analysis of ULS diesel and/or biodiesel fuel. If the Guarantee exceeds specifications, it will be considered the Contract standard.

**PRODUCT RETURN AND EXCHANGES:**

In addition to the provisions of Appendix B, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within guaranteed delivery timeframes (regular or emergency or applicable) with written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

**GUARANTEE:**

The Contractor guarantees to furnish adequate protection from damage to Authorized User's buildings, grounds and/or equipment occurring on account of or in connection with, or occasioned by, or resulting from the furnishing and delivering of fuel under the Contract and shall be liable for any damages for which he or his employees are responsible.

This liability includes but is not limited to oil spills occurring during delivery. The Contractor shall provide constant surveillance during delivery by having a person in attendance at all times at the point of transfer. Oil spills of any size shall be immediately reported to the agency Business Office to effect contact with a representative of the Department of Environmental Conservation. More information can be viewed at: <http://www.dec.ny.gov/chemical/8428.html>

A call can be placed twenty-four hours a day with the New York State Oil Spill Hotline at 1-800-457-7362.

**ENGINEERING SERVICE:**

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate a complaint and report to the Authorized User and OGS on any complaint that might arise in connection with the use of Contractor's Fuel in State equipment. This engineering service will include but not be limited to the diagnosis of fuel related engine problems in the Authorized User's equipment utilizing the Contractor's fuel.

**POOR PERFORMANCE:**

Authorized Users should notify Procurement Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

**State of New York  
Office of General Services  
PROCUREMENT SERVICES  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

**Comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (over)

**Agency:** \_\_\_\_\_ **Prepared by:** \_\_\_\_\_

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

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

\_\_\_\_\_ **Phone:** \_\_\_\_\_

\_\_\_\_\_ **E-mail:** \_\_\_\_\_

Please return via e-mail to [OGS.sm.ps\\_CM\\_FleetFuelRoads@ogs.ny.gov](mailto:OGS.sm.ps_CM_FleetFuelRoads@ogs.ny.gov) or mail to:

NYS Office of General Services  
Procurement Services  
Attn: Megan Li  
38<sup>th</sup> Fl, Corning Tower, ESP  
Albany, New York 12242  
\* \* \* \* \*



## TOWN OF CARMEL HIGHWAY DEPARTMENT

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Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**MICHAEL SIMONE**  
*Superintendent of Highways*

845.628.7474  
FAX 845.628.1471  
MSimone@bestweb.net

**FROM THE DESK OF:** *Michael Simone*

**TO:** SUPERVISOR KENNETH SCHMITT  
TOWN BOARD

**DATE:** SEPTEMBER 29, 2020

**RE:** REQUEST TO PURCHASE FROM HIGHWAY REHABILITATION CORP.

---

I am requesting authorization to hire Highway Rehab to perform In-Place Recycling of selected Town Roads per the attached Putnam County Contract #RFB-25-19, contract period 12/1/19 to 11/30/20.

cc Comptroller MaryAnn Maxwell  
Town Clerk Ann Spofford



**PURCHASING AND CENTRAL SERVICES**

Telephone No.: (845) 808-1088

Fax No.: (845) 808-1914

# Contract Award Notification

**Title:** Hot In Place Recycling Heat Scarification of Existing Asphalt Pavement

**Contract Period:** 12/1/19 – 11/30/20  
One Year Renewal Option

**Bid Opening Date:** October 30, 2019

**Bid No:** RFB-25-19

**Authorized User:** Putnam County, All Political Subdivisions

**Description:** Hot In Place Recycling Heat Scarification of Existing Asphalt Pavement

**Vendor Information:** Highway Rehabilitation Corp  
2258 Route 22  
Brewster, NY 10509

**PURCHASING AGENT:** Alex Mazzotta **DATE:** 11/5/19

**DEPARTMENT HEAD:** [Signature] **DATE:** 11/15/19

**Budget Line:** \_\_\_\_\_  
(to be filled in by using Department)

**COUNTY EXECUTIVE:** Maryellen O'Neil **DATE:** 11.18.19

RFB-25-19 - Hot In Place Scarification of Existing Asphalt Pavement - Bid Tabulation

HIGHWAY REHABILITATION CORP

2258 Route 22

Brewster, New York 10509

(845) 278-9645

DESCRIPTION		BID PRICE (per square yard)
ITEM NO. 1	LESS THAN 20,000 SQUARE YARDS WITH ROLLER AND OPERATOR	\$5.97
ITEM NO. 2	MORE THAN 20,000 SQUARE YARDS WITH ROLLER AND OPERATOR	\$4.97

**LOW BID**


## TOWN OF CARMEL HIGHWAY DEPARTMENT

---

Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**MICHAEL SIMONE**  
***Superintendent of Highways***

845.628.7474  
FAX 845.628.1471  
MSimone@bestweb.net

**FROM THE DESK OF:** *Michael Simone* 

**TO:** SUPERVISOR KENNETH SCHMITT  
TOWN BOARD

**DATE:** OCTOBER 6, 2020

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

---

The Highway Department requests authorization to purchase "Painting of Reflectorized Pavement Stripes" from Putnam County BID # RFP-21-19, which has been renewed for the contract period September 1, 2020 to August 31, 2021 –see attached.

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



ALESSANDRO MAZZOTTA  
Director



MARYELLEN ODELL  
County Executive

PURCHASING

July 10, 2020

Atlantic Pavement Marking Inc.  
15 Industrial Road  
Prospect, CT 06712

Re: RFB-21-19 PAINTING OF STRIPES ON COUNTY ROADS

Dear Sir/Madame:

The above-referenced bid is due to expire on August 31, 2020. Putnam County would like to extend the bid for the following term, September 1, 2020 through August 31, 2021. All terms and conditions of the proposal will remain in effect throughout the revised term.

If you agree to the extension, please sign below and return to me as soon as possible at [alessandro.mazzotta@putnamcountyny.gov](mailto:alessandro.mazzotta@putnamcountyny.gov).

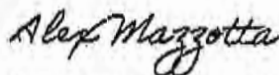
COMPANY NAME:  
ADDRESS:

Atlantic Pavement Marking Inc.  
15 Industrial Road  
Prospect, CT 06712

BY:

  
(Signature Line)

Yours truly,



Alessandro Mazzotta, Director of Purchasing  
Putnam County Purchasing Department



**PURCHASING AND CENTRAL SERVICES**

Telephone No.: (845) 808-1088

Fax No.: (845) 808-1914

# Contract Award Notification

**Title:** PAINTING OF STRIPES ON COUNTY ROADS

**Contract Period:** SEPTEMBER 1, 2019 – AUGUST 31, 2020  
ONE YEAR RENEWAL OPTION

**Bid Opening Date:** AUGUST 14, 2019

**BID No:** RFB-21-19

**Piggyback:** Yes

**Contractor:** ATLANTIC PAVEMENT MARKING INC.  
15 Industrial Road  
Prospect, CT 06712  
203-758-0800  
office@atlpavemarking.com

**PURCHASING AGENT:** Alessandro Mazzotta **DATE:** 8/14/19

**DEPARTMENT HEAD:** [Signature] **DATE:** 8/15/19

**COUNTY EXECUTIVE:** [Signature] **DATE:** 8.19.19

VENDORS:		ATLANTIC PAVEMENT MARKING INC.			
ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT PRICE	SUBTOTAL
640.2	WHITE PAINT RELECTORIZED PAVEMENT STRIPES --20 MILS	Mile	250	\$225.00	\$56,250.00
640.21	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES --20 MILS	Mile	250	\$210.00	\$52,500.00
P699	MOBILIZATION	Each	3	\$0.00	\$0.00
TOTAL BID ALL ITEMS					\$108,750.00
640.22	WHITE PAINT REFLECTORIZED PAVEMENT LETTTERS --20 MILS	Each	20	\$25.00	\$500.00
640.23	WHITE PAINT REFLECTORIZED PAVEMENT SYMBOLS --20 MILS	Each	10	\$70.00	\$700.00
P640.24	WHITE PAINT REFLECTORIZED STOP LINES, HATCH LINES, CROSSWALKS AND CROSSBARS--20 MILS	S.F.	500	\$1.00	\$500.00
P640.25	YELLOW PAINT REFLECTORIZED HATCH LINES --20 MILS	S.F.	500	\$1.00	\$500.00
P699	MOBILIZATION	EACH	3	\$0.00	\$0.00
TOTAL BID ALL ITEMS					\$2,200.00
GRAND TOTAL					\$110,950.00

# TOWN OF CARMEL HIGHWAY DEPARTMENT

## 10/14/2020 Work Session Agenda Item #14

Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**MICHAEL SIMONE**  
*Superintendent of Highways*

845.628.7474  
FAX 845.628.1471  
MSimone@bestweb.net



### MEMORANDUM

**TO:** Town Board  
**FROM:** Michael Simone – Highway Superintendent  
**DATE:** November 8, 2019  
**RE:** Highway Requests – Fall Bid Awards

I am recommending the following bids be awarded as follows:

#### WASHED SAND

Red Wing Properties	F.O.B. -	\$15.50 per ton
	DELIVERED -	\$20.50 per ton

#### WINTER MIX

Package Pavement Co. (Single Bidder)	-	\$123.00 per ton
56 – 60# BAGS	-	\$352.80 per pallet
MILEAGE ADJ	-	\$ 3.68 per ton

#### WASTE WOOD PROCESSING

Almstead Tree and Shrub Care Co.	DAILY -	\$3,493.38
	HOURLY -	\$ 436.67

#### GUIDERAIL—Complete Layout & Installation per NYS DOT specifications

CHEMUNG SUPPLY CORP. (Single Bidder)

<b>Galvanized:</b>	Corrugated beam rail, 12' 6" post spacing	-	\$ 27.95, per linear foot
	Corrugated beam rail, 12' 3" post spacing	-	\$ 31.20, per linear foot
	6" x 6" box beam rail, Spliced plates/hardware inclusive	-	\$ 54.40, per linear foot
	Using type one end sections	-	\$ 864.00, each installed
	Using type two end sections	-	\$1,822.00, each installed
	6" x 6" box beam rail Shop Cut & Mitered Curve	-	\$ 84.00, per linear foot
<b>Corten:</b>	Corrugated beam rail, 12' 6" post spacing	-	\$ 32.60, per linear foot
	Corrugated beam rail, 12' 3" post spacing	-	\$ 34.85, per linear foot
	6" x 6" box beam rail, Spliced plates/hardware inclusive	-	No Bid
	Using type one end sections	-	No Bid
	Using type two end sections	-	No Bid
	6" x 6" box beam rail Shop Cut & Mitered Curve	-	No Bid
<b>Timber:</b>	Ironwood 1'- 100 L.F.	-	\$ 159.10, per linear foot
	100' and over	-	\$ 132.85, per linear foot
	End terminal, type I timber rail complete	-	\$2,264.00, each
	End terminal, type II timber rail complete	-	\$3,120.00, each
	Anchorage unit guide rail, back slope	-	\$3,280.00, each

MS/Sen

cc Ann Spofford – Town Clerk  
Gregory Folchetti – Town Attorney  
Comptroller's Office