KENNETH SCHMITT Town Supervisor

SUZANNE MC DONOUGH Town Councilwoman

Deputy Supervisor

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

TOWN HALL

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

TOWN BOARD WORK SESSION Wednesday, April 14, 2021 7:00pm ANN SPOFFORD Town Clerk

KATHLEEN KRAUS Receiver of Taxes

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

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

6:00 pm Exec. Session

- 1. Councilmen Barile & Schanil PBA Contract Negotiations Update
- 2. Councilmen Lombardi & Schanil IBTA Contract Negotiations Update
- 3. Gregory Folchetti, Town Legal Counsel Consider Proposal for Certiorari Litigation

Town Board Work Session:

- Review of Town Board Minutes, March 17, 2021
- Letter from MaryEllen Odell, Putnam County Executive Consider Request to Wave Sound Amplification Permit Fees Per Chapter 104 of the Town Code for Putnam County Golf Course Friday Night Barbeques (Commencing June 4th through October 1, 2021)
- 2. Councilman Frank Lombardi Consider Request to Authorize Property Maintenance Cleanup per Town of Carmel Town Code § 114-15 TM#76.17-1-28
- Police Chief Anthony Hoffmann Consider Request to Authorize Purchase of Police Vehicle 2021 Ford Interceptor SUV Hybrid
- 4. Mary Ann Maxwell, Town Comptroller Consider Request to Accept Proposal for Pricing Fee Schedule for Credit Card Payments Water Billing (no cost to the town)
- 5. Richard Franzetti, PE, Town Engineer Consider Request to Acknowledge Emergency Payment for Repairs/Services CSD #s 1,2 & 4 CWD#2
- 6. Richard Franzetti, PE, Town Engineer Review of Annual MS4 Draft Report
- Mike Simone, Highway Superintendent Consider Request to Acknowledge Emergency Payment for Shortage of Plow Materials
- James Gilchrist, Director of Recreation & Parks Consider Request to Accept Proposal for the Installation of Alarm System at Airport Park
- James Gilchrist, Director of Recreation & Parks Consider Request to Accept Proposal for the Purchase of Four (4) Network IP Security Cameras at Airport Park
- 10. James Gilchrist, Director of Recreation & Parks Consider Request to Declare Old Vehicle Obsolete and Authorize Disposal Car#203 2011 Ford Crown Victoria
- 11. Lake Mahopac Park District Advisory Board Consider Request to Accept Proposal for Retainage of Legal Services
- 12. Lake Casse Park District Advisory Board Consider Request to Approve & Authorize Distribution of 2021 Spring Newsletter
- Lake Casse Park District Advisory Board Consider Request to Authorize Summer Part-Time Wage Rates Life Guards and Gate Keepers
 - 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/Announcements / Adjournment

April 14, Work Session Agenda Item #1

PUTNAM COUNTY EXECUTIVE

MaryEllen Odell **County Executive**

Patricia Simone Chief of Staff

40 Gleneida Avenue Carmel, New York 10512 (845) 808-1001 Fax (845) 808-1901 www.putnamcountyny.gov



Thomas Feighery Deputy County Executive

Theresa Oliver Confidential Secretary

March 22, 2021

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

Re: Request for Waiver

Dear Supervisor Schmitt:

I am writing to once again formally request that the Town of Carmel Town Board consider the waiver of the provisions of Chapter 104 of its Town Code, which require that a permit be acquired for the use and operation of sounds devices and equipment at the Putnam County Golf Course in connection with its Friday Night Barbeques, which will be held through October of this year (a schedule of the season's live music events is attached).

I know that the continued success of this County-owned course is of paramount importance to us all, in that the taxpayers of Putnam County are the ultimate beneficiaries of this golf and banquet facility. The waiver of the permit requirement, along with the requirement that the County pay a fee for such a permit, will obviously assist the County in becoming as successful as possible in its endeavor to provide enhanced services to its residents.

Thank-you for your consideration and cooperation.

Very truly yours,

MaryEllen Odell

County Executive

Meo/to Enc.

Cc: Jennifer S. Bumgarner, County Attorney Michael McCall, General Manager

Putnam County Golf Course Anticipated Friday Night BBQ Series

- 6/4 Dancin' Machine
- 6/11 B-Street
- <u>6/18</u> Benjamins
- 6/25 Billy Joel Tribute
- 7/2 Mid Life Crisis
- 7/9 Nerds
- <u>7/16</u> 1 Wild Night (Bon Jovi Tribute)
- 7/23 Beatlemania or Foreigner
- 7/30 NY Bee Gees
- 8/6 Eagles Fast Lane (Eagles Tribute band)
- <u>8/13</u> Satisfaction (Rolling Stone Tribute band)
- <u>8/20</u> ZBTB (Zac Brown Tribute band)
- 8/27 Freestyle
- 9/3 No Quarters Led Zep
- <u>9/11</u> Clambake (Band TBD)
- 10/1 OKTOBERFEST Amish Outlaws

April 14, 2021 Work Session Agenda Item #2

Michael G. Carnazza Director of Code Enforcement (845) 628-1500 ext. 170 Fax(845) 628-7085



Office of the Building Inspector 60 McAlpin Avenue Mahopac, New York 10541

MEMORANDUM

To:	Supervisor Kenneth Schmitt Town Board
From:	Michael Carnazza, Building Inspector

Date: April 6, 2021

Re: Property Clean-up, 200 Union Valley Rd., Mahopac Tm#76.17-1-28

Please be advised that we have made several attempts to contact the owner(s) of the following property. Code section 114-15 allows the Building Inspector to correct or cause to be corrected such violation, subject to the approval of the Town Board of the Town of Carmel. Can you please authorize me to get bids to clean the debris that was dumped on this property and install boulders and a gate or cable/chain so others cannot access the property to easily dump?

Thank you for your consideration in this matter.



April 14, 2021 Work Session Agenda Item #3

TOWN OF CARMEL POLICE DEPARTMENT

60 MCALPIN AVENUE, MAHOPAC, NY 10541 TEL (845)628-1300 FAX (845)628-2597 POLICE@CI.CARMEL.NY.US ANTHONY HOFFMANN CHIEF OF POLICE

MEMORANDUM

TO:	Town of Carmel Town Board
FROM:	Chief Anthony Hoffmann
SUBJECT:	Request to Purchase – Second Ford Interceptor SUV Hybrid
DATE:	April 8, 2021

I respectfully request permission to purchase a second Ford Interceptor SUV Hybrid vehicle for the Town of Carmel Police Department.

For the previous town board meeting I submitted a request for one Ford Interceptor SUV Hybrid vehicle to evaluate for possible additional use by our police fleet. Since completing that memo I have conducted additional review into the Ford hybrid and the status of our fleet operations. I am confident that choosing a second Ford hybrid vehicle will benefit the department and town over the initial choice of a Dodge Charger sedan. While the initial outlay will incur an additional cost, fuel and maintenance savings will balance this amount over the life of the vehicle.

As stated in my previous memo regarding the Ford Interceptor hybrid SUV, Westchester County has a current contract for this particular vehicle (model K8A) that allows "piggybacking" as per the Town of Carmel's procurement policy. The contract is available to other agencies, is current, and is in compliance with the requirements of GML 103. I have attached a copy of this contract as well as a current quote for the vehicle from Beyer Ford of Morristown, New Jersey, who currently holds the contract.

The purchase of this Ford SUV at \$40,463.30 is within our remaining budget for vehicle purchases. Additional vehicle upfitting will be necessary in order to prepare this vehicle for marked patrol with the department. I have discussed this with Town Comptroller Mary Ann Maxwell and we have sufficient monies within the police budget for this upfit. It is our intention to solicit RFP's from at least 3 qualified firms to complete the upfit in accordance with specifications provided by this department. When those proposals have been received, I will update the Board accordingly.

Submitted for your approval.

Chief Anthony Hoffmann

	own, NJ 07960
To:	From: Brooks Buxton
	Phone/Fax: (973) 319-7009 / (973) 884-265
	Vehicle Beyer Fleet
	Pick Up 31 Williams Parkway
and the second	Location East Hanover, NJ 07936
2021 POLICE	E INTERCEPTOR SUV
COUNTY	OF WESTCHESTER
CONTRAC	T # RFB-WC-19023
Engine: 3.3L V6 Direct-Injection Hybrid System	Radio: AM/FM/MP3 Capable
Transmission: 10-Speed Automatic	Streaming Audio
3.73 Axle Ratio	Integrated Roof Antenna
50 State Emission System Flexible Fuel Vehicle	Wireless Phone Connectivity
he 3.3L V6 Direct-Injection engine.	1 LCD Monitor In The Front
Fransmission w/Oil Cooler	8-Way Driver Seat
Automatic Full-Time All-Wheel Drive	Passenger Seat
Engine Oil Cooler	35-30-35 Fold Forward Seatback Rear Seat
H8 AGM Battery (900 CCA/92-amp) Hybrid Electric Motor 220 Amp Alternator	Manual Tilt/Telescoping Steering Column
Police/Fire	Gauges -inc: Speedometer, Odometer, Engine Coolant Power Rear Windows and Fixed 3rd Row Windows
GVWR: TBD	Remote Releases -Inc: Power Cargo Access
Gas-Pressurized Shock Absorbers	Cruise Control w/Steering Wheel Controls
Front And Rear Anti-Roll Bars	Dual Zone Front Automatic Air Conditioning
Electric Power-Assist Steering	HVAC -inc: Underseat Ducts
9 Gal. Fuel Tank	Locking Glove Box
Jual Stainless Steel Exhaust	Driver Foot Rest
ermanent Locking Hubs	Unique HD Cloth Front Bucket Seats w'Vinyl Rear
Strut Front Suspension w/Coil Springs	Full Cloth Headliner
Iulti-Link Rear Suspension w/Coil Springs	Urethane Gear Shift Knob
Regenerative 4-Wheel Disc Brakes w/ ABS	Day-Night Rearview Mirror
ithium Ion Traction Battery	Driver And Passenger Visor Vanity Mirrors
Vheels: 18" x 8" 5-Spoke Painted Black Steel	Mini Overhead Console w/Storage
ires: 255 60R18 AS BSW teel Spare Wheel	Front And Rear Map Lights
pare Tire Mounted Inside Under Cargo	Fade-To-Off Interior Lighting Full Vinyl/Rubber Floor Covering
learcoat Paint	Carpet Floor Trim
ody-Colored Front Bumper w/Black Rub Strip	Cargo Features -inc: Cargo Tray/Organizer
ody-Colored Rear Bumper w Black Rub Strip	Cargo Space Lights
ody-Colored Bodyside Cladding	Smart Device Integration
lack Side Windows Trim	Dashboard Storage, Driver And Passenger Door Bins
lack Door Handles	Power 1st Row Windows w/1-Touch Up/Down
lack Power Side Mirrors w/Convex Spotter ixed Rear Window w/Fixed Interval Wipe	Delayed Accessory Power Power Door Locks
eep Tinted Glass	Systems Monitor
peed Sensitive Variable Intermittent Wipers	Redundant Digital Speedometer
ront Windshield -inc: Sun Visor Strip	Trip Computer
alvanized Steel/Aluminum Panels p Spoiler	Analog Display
figate Rear Cargo Access	Seats w.'Vinyl Back Material Manual Adjustable Front Head Restraints
ailgate/Rear Door Lock Included	2 12V DC Power Outlets
ed Low/High Beam Headlamps	Air Filtration
ED Brakelights BS And Driveline Traction Control	Dual Stage Driver/Passenger Seat-Mounted Side Airbags
de Impact Beams	Tire Specific Low Tire Pressure Warning Dual Stage Driver And Passenger Front Airbags
rbag Occupancy Sensor	Curtain 1st And 2nd Row Airbags
assenger Knee Airbag	Outboard Front Lap And Shoulder Safety Belts
ear Child Safety Locks	Back-Up Camera w/Washer
bise Suppression Bonds (Ground Straps) eated Sideview Mirrors	Underbody Deflector Plate
COLORATE A TAILLOID	Reverse Sensing System Base Price \$ 35,317.00

Options for Interceptor SUV

YZ	Oxford White		\$ 8	
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Viny	Rear	\$ -	
60R	Noise Suppression Bonds (Ground Straps)		\$	
76D	Underbody Deflector Plate		\$	
549	Heated Sideview Mirrors		\$ 2	
76R	Reverse Sensing System		\$	
153	Front License Plate Bracket		\$ -	
43D	Dark Car Feature		\$ 30.00	
51T	Driver Only LED Spot Lamp (Whelen)		\$ 399.00	
66A	Front Headlamp Lighting Solution		\$ 850.00	
66B	Tail Lamp Lighting Solution		\$ 425.00	
66C	Rear Lighting Solution		\$ 450.00	
63L	Rear Quarter Glass Side Marker LED Lights		\$ 550.00	
67U	Ultimate Wiring Package		\$ 560.00	
85R	Rear Console Plate Inc: 67U		\$	
60A	Grille LED Lights, Siren & Speaker Pre-Wiring Inc: 67U		\$ - 2.	
17T	Switchable Red/White Lighting in Cargo Area		\$ 50.00	
59B	Keyed Alike - 1284x		\$ 47.50	
18X	100 Watt Siren/Speaker w/Bracket & Pigtail		\$ 316.00	
52P	Hidden Door-Lock Plunger		\$ 70.00	
87R	Rear View Camera -inc: Displayed in Rear View Mirror		\$ 18 A	
47A	Police Engine Idle Feature		\$ 255.00	
21L	Front Warning Auxiliary LED Lights		\$ 522.50	
ZEJ	VSO Option Front Aux Lights Red/Red		\$ 165.30	
92R	2nd Row Only Solar Tint Glas		\$ 80.75	
43A	Rear Auxiliary Liftgate Lights		\$ 375.25	
	Ор	tion Total	\$ 5,146.30	
	Bu	dget Total	\$ 40,463.30	

Quote is good for 60 Days

Date: 4/6/2021

To accept this quotation, sign here and return: ____

Department of Finance

CONTRACT AWARD NOTIFICATION

Westchester gov.com

TITLE:	LAW ENFORCEMENT VEHICLES
CONTRACT NUMBER.	RFB-WC-19023
CONTRACT PERIOD:	2021 Model Year
DATE OF ISSUE	April 21, 2020
NEW EXTENDED CONTRACT PERIOD:	
COUNTY DEPARTMENTS:	DPW_PUBLIC SAFETY
SPECIFICATION RFFRENCE:	As Incorporated In The Invitation for Bids
CONTRACTOR INFORMATION:	Appears on the attached pages of this Award

Address Inquiries To:

County Departments & Vendors	Political Subdivisions
Name : Martin Connolly Title : Program Administrator – Contracts Phone : 914-231-1329 Fax : 914-231-1546 L-mail: <u>mmct_ia Westchestergov.com</u>	SAME

Description

A Cooperative File Price has been extended for Law Enforcement Vehicles, effective for the 2021 model year, for use by all C onty Departments and Partice atig Muni.epal it ies.

FILE PRICE NO. RFB-WC-19023 LAW ENFORCEMENT VEHICLES

THE WESTCHESTER COUNTY BUREAU OF PURCHASE AND SUPPLIES HAS EXTENDED THE ABOVE REFERENCED COOPERATIVE BID AND FILE PRICE TO SUPPLY THE COUNTIES OF WESTCHESTER, NASSAL AND SUFFOLK WITH <u>LAW ENFORCEMENT VEHICLES</u> FOR FORD MODEL YEAR 2021 WITH THE FOLLOWING VENDOR:

VENDOR:

VENDOR 734994 BEYFR FORD 170 RIDGEDALE AVE NLE MORRISTOWN, NJ 07962

CONTRACT REP

MR. BROOKS BUXTON EMAIL: BBUXTON & BEYERFLEET.COM <u>TERMS:</u> NET 30
 TELEPHONE NO.:
 (973) 319-7009

 FAX NO:
 (973)884-2650

 F.O.B.:
 DESTINATION

2021 FORD HYBRID POLICE INTERCEPTOR (BASE VEHICLE) AS PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS.

- I NDER FULL WARRANTY FOR 3YLARS, 36,000 MILES

- CERTIFIED DELIVERY IN 120 CALENDAR DAYS

VEHICI F MSRP (BASE PRICE)\$41,710.00DELIVERED BASE PRICE\$35,317.00(COOPERATIVE COUNTY CONTRACT PRICE)

Westchester gov.com	BUREAU 148 MARTINE AVENU	Return Bid To: TY OF WESTCHES OF PURCHASE AND S JE, ROOM 713, WHITE EPHONE (914) 231-15	UPPLIES PLAINS, N.Y. 10601
TITLE: Law Enforcement Vehicle	S	BID NUMBER: R	-B-WC-19023
Submission must be sealed with vendor i			E 2 PM ON: 02/14/19
bid number and due date on outside of er Bureau of Purchase and Supplies contac	and the second se	Fax Bids Are Not Martin Connolly 914	
			-231-1329
R	EQUEST FO	R BID	
COMPANY NAME: Beyer Ford (Print or Type)			
TI SICAL AUDITEOD.	Mailing Addr (PO Box, If app Ave, Morristown, NJ C	licable)	lve, Morristown, NJ 079
Required)	Barbara Beyer		lember
SIGNATURE	PRINTED NAME		TED TITLE
January 29, 2019 973-644		barbara@drivebeycr	
	1-5200	DUIDOLUGULIVCDCJCI	COM
COUNTY TERMS OF PAYMENT ARE 2 DISCOUNT AND ALTERNATE	% 10 NET 30. Bidder ma TERMS WILL NOT BE	USED IN AWARD DE	TERMINATION
COUNTY TERMS OF PAYMENT ARE 2 DISCOUNT AND ALTERNATE DELIVERY: Delivery is FOB Destination (urchase order, or authorized calls for deliver Bidder's guaranteed delivery is 90-120 days	% 10 NET 30. Bidder ma TERMS WILL NOT BE See Section D1) and is req y, unless otherwise specifi Note: Delivery time ma	y offer alternate terms h USED IN AWARD DE uested ASAP after notice ed. y be a factor in determ	TERMINATION e of award, receipt of ining the winning bidder.
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GENERAL TERMS AND CONDITIONS

A. INFORMATION FOR BIDDERS

A1. Each bid must be in a separate sealed envelope and addressed to the County Purchasing Agant at the County of Westchester Bureau of Purchase and Supplies, 148 Martine Avenue, Room 713, White Plains, NY 10601 and shall have endorsed on the envelope the name and address of bidder, the date and time of Bid opening, and the Bureau of Purchase Bid number.

A2. In order to be valid, all bids must be properly signed and received by the sur au by the time and date specified. It is recommended that proposa's be submitted in advance to the specified due date and time to allow for a timely receipt. Late bids will not be considered.

A3. All blds must be priced per unit specified in the bid.

A4. All quotes should be for new equipment unless otherwise stated.

A5. Specifications contained herein are intended to be descriptive and not restrictive and to indicate the quality and the characteristics of the product that will be satisfactory. The use of a brand name, if listed, is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition. B ds offering an equivatent will be considered if such product is clearly identified in the bid and are determined by the County of Westchester Purchasing Department to fully meet the salient characteristic requirements referenced in this inquiry. BPS will be the sole judge of the acceptability and may reject any bid for any reason including, but not limited to. Westchester County's inability to determine that the item is an equivalent.

A6. Bidder shall note any deviation from specifications or the indicated brand clearly on the BPS bid form and submit circulars, specification sheets or samples with the bid as explanation. BPS reserves the right to accept equals when approved by the County, however, if exception is not noted on bid, the bidder is required to deliver brand specified. Only adding attachments to bid response is not acceptable

A7. FUEL SURCHARGES: Westchester County will not pay any type of fuel surcharge on any items or contract. Any fuel surcharge added will be deleted from any payments made to vendor.

A8 SAMPLES: When required must be delivered p or to the bid opening and free of charge. Samples will be returned at bidder's expense and bidder is required to arrange for pick up.

A9. Full consideration is given to items meeting specifications and made with recycled materials.

A10. The County encourages and supports significant participation by business enterprises that are servicedisabled veteran-owned and minority and/or woman owned for County contracts and purchases. We encourage all certified MBE and WBE to register their business on me with our Office of Economic Development at www.v/esichestergov.com/mwob to receive additional benefits.

A11. Bidder must warrant that the goods shall be delivered free of the rightful claim of any third person by way of Infringement of patents. trademarks or copyright

and that Bidder will at his expense, defend any claims charging such infringement and will save the County harmless from all expensed, adverse judgments or losses resulting from such claim. In the event that such a rightful claim is made the Bidder shall either 1) secure permission for the County to rightfully use the goods; or 2) replace the goods with equivalent goods free and clear from all rightful claims for infringement of palints, trademarks or copyright, or 3) refund to the County the full purchase price of the goods

A12. Vendors protesting or disputing bid specifications must do so in writing during the bid opening period (prior to the due date) to be considered. Such protests must be in the possession of the Bureau of Purchase and Supplies three working days prior to the bid opening. Verbal protests may not be entertained.

A13. Should the vendor fail to perform as required by the specifications, the County may cancel the order and terminate the order/contract. In such event, the County will assume no responsibility for, norwill it reimburse the vendor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and chargeback the difference to the defaulting vendor. The decision of the County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the vendor

A14. NON ASSIGNMENT In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written consent from Westchester County.

A15. If Bidder is a corporation, the Bid shall be signed in its correct corporate name by a duly authorized officer.

A16. If the Bidder is a partnership, the Bid shall be signed in the full name of the partnership by a duly authorized partner.

A17. BID DISTRIBUTION Westchester County officially distributes its bidding documents through the Empire State Purchasing Group's Bid Nollfication System or from our Bureau of Purchase and Supplies office directly. Copies of bidding documents obtained from any other sources are not considered official cop.es. Only those vendors who obtain bidding documents from either the Empire State Purchasing Group's Bid Nollfication System or from our Bureau of Purchase and Supplies office are guaranteed to receive addendum information, If such information is issued. If you have obtained this document from another source, it is recommended that you obtain an official copy, Westchester County does not offer or supply anyone a list of people who have obtained a copy of these bid specifications.

A18. In the event of any conflict between the terms of this agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this agreement shall be controlling.

A19. Any vendor receiving an award as a result of this bid recognizes that this agreement does not grant the vendor the exclusive right to perform the work for the County and that the County may enter into similar agreements with other vendors on an "as needed" basis.

B. AWARD INFORMATION

B1. Awards may be made by Individual Item, grouped liems or lot. The County reserves the right to reject any or all bids or any portion thereof

82. The Purchasing Agent reserves the right before making award to make investigations as to whether or not the litems, qualifications or facilities offered by the bidder meet the requirements set forth herein and are sufficient to insure the proper performance in the event of en award. The bidder must be prepared, if requested, to present evidence of experience, ability and financial standing. If it is found that any of these criteria are not satisfactory, the County may reject bids. It is not obligatory to make any such examinations however

B3. The County of Westchester reserves the right to extend the use of bid pricing, in the event that the same item is required again, within a 12 month period of award.

Such extension shall be all the same prices terms and conditions as set forth in the initial bid and must be mutually agreeable to both the vendor and the County of Westchester.

B4. For price and service agreements that go beyond a one-time purchase. The County of Westchester reserves the right to extend the contract under the same terms and conditions for up to twelve (12) monihs from date of expiration provided such extension is mutually agreeable to both the County and the Vendor.

B5. MATERIAL SAFETY DATA SHEETS On any order containing a hazardous chemical, vendor must provide one (1) copy of the Material Safety Data Sheet for each tem type with the shipment.

B6 SPECIAL NOTE REGARDING PUBLIC BID OPENINGS If this "Invitation For Bid" contains many line items and it is anlicipated that there may be multiple responses it may render an oral reading of every line item bid in every bid at the time of opening as impractical Subsequent to bid opening a bid summary sheet will be prepared and made available

C. PAYMENT

C1 EFT POLICY. The County of Westchester remits vendor payments via an Electronic Funds Transfer ("EFT") program known as Vendor Direct. In fieu of receiving a check from the County, payments are remitted by EFT and automitically credited to the vendor's designated bank account at the vendor's financial institution. Vendors doing business with Westchester County, who are not already enrolled in the Vendor Direct program will be required to promptly complete and submit an EFT authorization form supplied by the County in order to be paid. In rare cases, a hardship waiver may be granted if vendor presents proof that it is warranted. Any bidder taking exceptions to this requirement may be considered non responsive and bid may be rejected.

C2. PREPAYMENTS Prepayments prior to shipment of item(s) ordered as a result of this bid will not be permitted unless specifically stated in the bid specifications set forth by the County of Westchester C3 Purchases by the County of Westchester are NOT subject to any Federal, State and Local Taxes. Do not include any of these taxes when bldding or invoicing

C4. Westchester County does not complete credit applications All Prices are in US Currency Federal ID# 13-6007353.

C5. Third party billing is not acceptable unless approved by the Purchasing Agent

D. DELIVERY

D1. Prices shall be net, F.O.B. destination including transportation and delivery charges fully prepaid by the bidder to destination indicated in the proposal unless otherwise instructed in the bid specifications.

D2. Failure to deliver items or equipment that do not meet County specifications or are not received within the specified delivery time may be cause for cancellation of the order and vendor declared irresponsible. Any additional costs incurred by the county may be charged to original vendor. The decision of the County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the vendor.

D3. All ilems delivered must be guaranteed against (aulty materials and workmanship. Deliveries of incorrect or faulty items will be rejected and returned to sender at vendors' expense

D4. All deliveries are to be considered PLATFORM DELIVERY unless otherwise indicated

D5. Where delivenes are inside such deliveries must be made to the specific floor, or area specified

E. PURCHASES BY OTHER SCHOOL DISTRICTS AND GOVERNMENTS

E1. As per New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s), if mulually agreeable by both parties

E2 All political subdivisions will make purchases directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchases and shall accept sole responsibility for any payment due

E3. All Purchases shall be subject to audit and inspection by other political subdivisions for which the purchase was made

E4 All bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.

E5 Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities or delivery points shall be resolved between the successful bidder and the other political subdivisions

F. LAWS & EXECUTIVE ORDERS

F1. Bidder agrees to comply with the provisions of Executive Order No. 6-2007 which requires that all toys, jewelry or other similar items intended for use by children under the age of six which are sold to the County are lead-free and further agrees to complete a lead free merchandise certification upon award if applicable to the subject of this bid

F2. The contractorshall comply with all the provisions of the laws of the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, The Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

F3. All items furnished shall comply in all respects with applicable Federal, State and County Laws, rules, orders and regulations, including but not limited to the Federal Food, Drug and Cosmelic Act and subsequent decisions of the Department of Agriculture or any other administering agency.

F4. If the Bidder is an unincorporated business firm other than a partnership and a trade name is used, the bid shall be signed by the person(s) conducting the business. If applicable, the certificate required by the New York State General Business Law, Section 130 must be filed with the County Clerk of Westchester County.

F5. 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 knowledge and bellef:

> (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
> (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor; and

(c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restncting competition.

F6. The bidder certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the County Treasury, is directly or indirectly interested therein, or in the supplies, malenals and equipment to which it relates, or in any portion of the profils thereof. This provision shall not apply in instances of crect or indirect holdings of less than 1% of the stock of a corporation.

F7. If this project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid on this project shall acknowledge that said project is a "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all faborers, workers and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the County shall be enlitled to review and/or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the County either at the Contractor's place of business or at a location designated by the County. The Contractor and subcontractor(s) if any shall submit to the County with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penaltles of perjury.

F8 Any bidder indicating a State of New York or Federal GSA contract as the basis for their bid must complete this bid form fully and agree to the County's use of the bid as the sole document supporting the price(s), terms and conditions offered herein.

F9. IRANIAN ENERGY SECTOR DIVESTMENT. 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 bellef each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law. The vendors signature on the bid form will be considered certification that the vendor is in compliance with all aspects of this regulation.

revised 01/11/2019

BID QUOTATION SECTION

ITEM (

APPROXIMATE QUANTITY: 3** EACH

2019 FORD F150 POLICE RESPONDER SUPERCREW 4WD PICKUP, OR EQUAL (BASE VEHICLE) AS PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS.

2019 Ford F150 Responder SPECIFY YEAR, MAKE, AND MODEL OF VEHICLE BEING BID: UNDER FULL WARRANTY FOR 3 years/36,000 miles (PLEASE FILL IN) STATE YOUR CERTIFIED DELIVERY IN 120 CALENDAR DAYS 44,550.00 VEHICLE MSRP (BASE PRICE) S 32,581.00 **DELIVERED BASE PRICE** 2 (COOPERATIVE COUNTY CONTRACT PRICE) ITEM 2 APPROXIMATE QUANTITY: 9** EACH 2019 FORD POLICE RESPONDER HYBRID SEDAN OR EOUAL (BASE VEHICLE) AS PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS. SPECIFY YEAR, MAKE, AND MODEL OF VEHICLE BEING BID: 2019 Ford Police Responder Hybrid Sedan 3 years 36,000 miles UNDER FULL WARRANTY FOR (PLEASE FILL IN) STATE YOUR CERTIFIED DELIVERY IN 120 150 CALENDAR DAYS 31,030.00 VEHICLE MSRP (BASE PRICE) ¢ 24,781.00 DELIVERED BASE PRICE ¢ (COOPERATIVE COUNTY CONTRACT PRICE) ITEM 3 APPROXIMATE QUANTITY: 217** EACH 2020 FORD HYBRID POLICE INTERCEPTOR AWD UTILITY (K8A) OR EQUAL (BASE VEHICLE) AS PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS. SPECIFY YEAR, MAKE, AND MODEL OF VEHICLE BEING BID: 202° Ford Hybrid Police Interceptor UNDER FULL WARRANTY FOR 3 years/ 36,000 miles (PLEASE FILL IN) 150 days after production begins STATE YOUR CERTIFIED DELIVERY IN CALENDAR DAYS 41,710.00 VEHICLE MSRP (BASE PRICE) \$ 35,317.00 **DELIVERED BASE PRICE** 2 (COOPERATIVE COUNTY CONTRACT PRICE)

** ACTUAL MUNICIPLALITY REQUIREMENTS ARE LISTED AT THE END OF THIS DOCUMENT

4

April 14, 2021 Work Session Agenda Item #4



PRICING FEE SCHEDULE – Water Department

Town of Carmel, NY

CSG Forte is proud to provide a robust processing platform and flexible pricing strategies:

- Service Fee Model in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- Absorbed Model credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2.45% of the payment amount with a minimum fee of \$1.75 whichever is greater.

Electronic check

Includes Forte Verification for known accounts

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$1.75 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

Equipment and Service Pricing:

Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Visa, MasterCard, Discover	*Pass Thru pricing + \$0.12+ .25 bpts*	Per Transaction
American Express	*Pass Thru pricing + \$0.12	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	PerTransaction
Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.00	No Charge - Waived
Gateway Fee	\$0.00	No Charge - Included
ACH Fee-debits/credits	\$0.25 w/o Forte Verify \$0.50 with Forte Verify	Per Transaction
ACH Return Fee	\$2.00	Per Return
Statement Fee	\$5.00	Each Month per merchant account

*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte's fees include: Total volume processed multiplied by bpts

Total # of transactions processed by per item fee

Equipment and Service Pricing:

he following table reflects our Equipme Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment
VeriFone Vx520 EMV Terminal		\$.00 per terminal plus shipping
On-line Reporting Tools	All Channels (INT, IVR, POS)	Unlimited Users \$0.00
Set-Up Fee	Configuration, Implementation, Training	WAIVED
Date		

April 14, 2021 Work Session Agenda Item #5

Richard J.Franzetti, P.E. Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: March 31, 2021

Re: Emergency Repairs/Services

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

• CSD 4 ~ RBC Unit 2 bearing

On January 26, 2021 Inframark the operator for the CSD 4 alerted the Engineering Department that the Rotating biological contact (RBC) unit # 2 was out of service due to a failed bearing for the shaft that turns the RBC. Attached is an invoice in the amount of \$15,005.00 to replace the bearing and make repairs to the shaft at this location.

This work was deemed an emergency as the RBCs treat the wastewater for ammonia removal. The loss of this unit could cause a potential compliance issue which would cause the Town of Carmel would be in violation of our State Pollution Discharge Elimination System (SPDES) Permit

• CWD 2 - Emergency repair to water main at Lake Gleneida Shore

On March 23, 2021 Ed Kuck performed a repair at the shore of Lake Gleneida. The attached invoice in the amount of \$10,188.40 from Carmel Winwater works was for the equipment needed for the necessary repair.

• CSD 1, 2 and 4 Jetting Services

On March 8, 2021, Inframark, the operator for the CSD 1,2 and 4 alerted the Engineering Department that TAM Enterprise was called to clean the White Sail, Putnam Plaza, Kelly Road, Lakeshore and Underhill pump stations. The request was made to excessive . Attached are the invoices in the amount of \$2,803.55, \$5,607.10, and \$5,607.10. (Total \$14,017.75) for these services.

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

EXHIBIT "B" **Emergency Justification Form Town of Carmel Procurement Policy**

Procurement Policy, Section VI: Emergency Procurement

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

Department: Engineering

Vendor names: TAM

Nature of emergency: RBC Bearing CSD4

Estimated cost: \$14,105.00

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

 $\sqrt{}$ The situation arose out of an accident or unforeseen occurrence or condition.

V Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.

V The situation required immediate action, which could not await competitive bidding.

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

□ Other (provide explanation):

Suchard / Thangton

Purchasing Agent's signature for approval:

Department Head's signature for approval:

From:	Franzetti, Richard
To:	Vara, Rob; Esteves, Donna
Cc:	Brann, Thomas; Boyd, Diane; "Batz, Michael"; Harris. Carrie
Subject:	02-09-2021 RE: 01-27-2021RE: 1-26-21 CSD4 - RBC 2 Updatess
Date:	Tuesday, February 9, 2021 3:08:33 PM
Attachments:	<u>Est 14382 from TAM Enterprises Inc. 5748.pdf</u> image001.png

Donna,

Please issue a PO for this. Due to the circumstances, this can be considered an emergency

From Mike Batz

Richard

See the quote provided for SD #7

FYI. This is an unusual bearing thus the cost

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 rif@ci.carmel.ny.us

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From: Batz, Michael <michael.batz@inframark.com>

Sent: Monday, February 1, 2021 6:03 AM

To: Franzetti,Richard <rjf@ci.carmel.ny.us>; Harris, Carrie <Carrie.Harris@inframark.com>; Vara, Rob <rjv2@ci.carmel.ny.us>

Cc: Esteves, Donna <de@ci.carmel.ny.us>; Brann, Thomas <thomas.brann@inframark.com>; Beardsley, David <david.beardsley@inframark.com>; Boyd, Diane <Diane.Boyd@inframark.com>; Haimson, Mark <mark.haimson@inframark.com> Subject: RE: 01-27-2021RE: 1-26-21 -- CSD4 - RBC 2 Updatess

Richard

Should have the quote this week spoke with TAM Friday it is an odd size bearing larger than most, it is available they were waiting on a quote as well

Michael Batz | Regional Manager



2 Renwick Street, Newburgh NY 12550 (**O**) 845-565-6182 | (**M**) 845-245-9141 | <u>www.inframark.com</u>

From: Franzetti,Richard
Sent: Wednesday, January 27, 2021 10:42 AM
To: Batz, Michael ; Harris, Carrie ; Vara, Rob
Cc: Esteves,Donna ; Brann, Thomas ; Beardsley, David ; Boyd, Diane ; Haimson, Mark
Subject: 01-27-2021RE: 1-26-21 -- CSD4 - RBC 2 Updatess

Please provide a quote from TAMs.

Do you think that we will still need to look into the warranty with Darlington?

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

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From: Batz, Michael <u><michael.batz@inframark.com></u>
Sent: Wednesday, January 27, 2021 5:59 AM
To: Franzetti,Richard <u><rif@ci.carmel.ny.us></u>; Harris, Carrie <u><Carrie.Harris@inframark.com></u>; Vara, Rob

<rjv2@ci.carmel.ny.us>

Cc: Esteves, Donna <<u>de@ci.carmel.ny.us></u>; Brann, Thomas <u><thomas.brann@inframark.com></u>; Beardsley, David <u><david.beardsley@inframark.com></u>; Boyd, Diane <u><Diane.Bovd@inframark.com></u>; Haimson, Mark <u><mark.haimson@inframark.com></u> Subject: RE: 1-26-21 -- CSD4 - RBC 2 Updatess

Spoke with TAM

If the shaft is not damaged it will be around \$7,000

Regards,

Michael Batz | Regional Manager

ØINFRAMARK

2 Renwick Street, Newburgh NY 12550 (**0**) 845-565-6182 | (**M**) 845-245-9141 | <u>www.inframark.com</u>

From: Franzetti, Richard <rif@ci.carmel.ny.us>

Sent: Tuesday, January 26, 2021 3:42 PM

To: Harris, Carrie <<u>Carrie.Harris@inframark.com></u>; Vara, Rob <<u>riv2@ci.carmel.ny.us></u> Cc: Esteves, Donna <<u>de@ci.carmel.ny.us></u>; Batz, Michael <<u>michael.batz@inframark.com></u>; Brann, Thomas <<u>thomas.brann@inframark.com></u>; Beardsley, David <<u>david.beardsley@inframark.com></u>; Boyd, Diane <<u>Diane.Boyd@inframark.com></u>; Haimson, Mark <<u>mark.haimson@inframark.com></u> Subject: RE: 1-26-21 -- CSD4 - RBC 2 Updatess

Mike

Also will need to know what it will take (cost wise) to have TAMS come in and repair

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

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error, please notify the sender by reply e-mail and delete the message and any attached documents.

From: Franzetti,Richard
Sent: Tuesday, January 26, 2021 3:37 PM
To: 'Harris, Carrie' <<u>Carrie.Harris@inframark.com></u>; Vara, Rob <<u>riv2@ci.carmel.ny.us></u>
Cc: Esteves,Donna <<u>de@ci.carmel.ny.us></u>; Batz, Michael <<u>michael.batz@inframark.com></u>; Brann, Thomas <<u>thomas.brann@inframark.com></u>; Beardsley, David <<u>david.beardsley@inframark.com></u>; Boyd, Diane <<u>Diane.Boyd@inframark.com></u>; Haimson, Mark <<u>mark.haimson@inframark.com></u>
Subject: RE: 1-26-21 -- CSD4 - RBC 2 Updates

All,

Attached are the Town Files regarding RBC 2 at CSD 4. It appears the bearing were replaced sometime in 2018.

Rob can you call the folks at Darlington to have them back up their work unless you do not think it is covered under warranty.

Thanks

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

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From: Harris, Carrie <<u>Carrie.Harris@inframark.com></u>
Sent: Tuesday, January 26, 2021 2:46 PM
To: Vara, Rob <<u>riv2@ci.carmel.ny.us></u>; Franzetti,Richard <<u>rif@ci.carmel.ny.us></u>
Cc: Esteves,Donna <<u>de@ci.carmel.ny.us></u>; Batz, Michael <<u>michael.batz@inframark.com></u>; Brann,

Thomas <thomas.brann@inframark.com>; Beardsley, David <david.beardsley@inframark.com>; Boyd, Diane <u><Diane.Boyd@inframark.com></u>; Haimson, Mark <u><mark.haimson@inframark.com></u> **Subject:** 1-26-21 -- CSD4 - RBC 2 Update **Importance:** High

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

Dear Rob and Richard:

In May or June of 2020, there was an emergency replacement of the bearing RBC 2 at CSD 4. We do not currently have any information on the quotes, date work was done, or invoices because it was done on an emergency basis without going through the regular purchase order request process. We are attempting to gather this information from our employees in the field and also perhaps Donna will be able to provide us some information from the invoice.

In the meantime, we would like to send you a history of what has happened and request your input and authorization for an immediate repair or replacement.

The RBC 2 at CSD 4 has not run since 11-18-20, as suggested by the contractor who installed it (Darlington Equipment), as it could result in further shaft and RBC damages. We agree with this strategy. However, it has caused the plant to be non-compliant for ammonia removal at this time. Our feeling is it should be warranty work, however the contractor is not responsive to repeated phone calls, texts and emails. We recommend getting TAM to replace it ASAP.

Please see below for a history of events regarding this RBC. The entry on the electric motor replacement is just for informational and timeline purposes. It is not related to the bearing.

From weekly report:

6-16-20 CSD 4 - Electric motor failure on RBC 2. This appears to be the original motor. We are working to find a replacement motor with our resources. Currently RBC 2 is now off line. It's a little bit of an odd ball motor model. We will forward the price quote as soon as available. This will be an emergency replacement as we want to avoid any compliance issues.

6-24-20 CSD 4 - RBC 2 - Motor has been replaced by All Makes Pumps and new belts were installed. The influent is currently partially open, and every day we will open a half turn until biological growth is detected.

6-29-20 CSD 4 – RBC 2 - was found tripped out this morning; reset it twice and it trips out after 30 seconds. Contacted Danny Owens Electric for assistance. Kevin of Danny Owens Electric responded and completed the rewiring of one of the service leads to the motor that had a burnt end. CSD 4 RBC 2 is back in service. We will reopen the inlet slightly, and a half turn every day after.

11-18-20 email from Mark Haimson:

Please be advised that the CSD4-RBC2 has been taken out of service due to a metal seal/retaining ring that has been dislodged. This pedestal bearing was replaced earlier this year, and may still be under warranty. I can contact Donald Elzer of Darlington Equipment if you would like.

11-19-20 email from Mark Haimson: (last date anyone spoke to Mr. Elzer)

Update: Mr. Elzer of Darlington Equipment called back and reviewed the video. He said to leave it out of service, so as to not damage the shaft!

He will be in the New York area to evaluate it possible Dec.2 or 3rd, he will call me to confirm.

From weekly report:

11-23-20 At CSD 4, we had to take RBC number 2 out of service on 11-18-20. This is the RBC that we just had serviced not too long ago. Apparently, the retention flange ring for the bearing has broken/failed. We contacted the representative who did the repairs and asked him for guidance. He suggested we leave the RBC off-line until he can come do a site visit and determine what it would take to make the repair. He should be on site next week. We believe this is the correct action to take as we do not want cause any significant damage to the bearing itself as it was just replaced. We should be able to meet full compliance but we have to keep a close eye on the process. UPDATE 12-3-20: Rep should be coming next week.

Other attempts to contact Mr. Elzer were unanswered:

Documented Texts from Mark Haimson: 12-2-20, 12-16-20, 12-18-20, 12-24-20, 1-4-21, plus many other calls by David Beardsley and Thomas Brann went unanswered, as well as a call 1-25-21 from Diane Boyd.

1-22-21 email sent: (no response)

Good afternoon Don Elzer,

I am reaching out to you to ask for assistance on an emergency repair and potential warranty work on RBC 2 at Carmel Sewer District #4.

On 11-18-20, RBC 2 was taken out of service due to a metal seal/retaining ring that had become dislodged. The pedestal bearing was replaced earlier in the year and was from your company, Darlington Equipment.

Our operator had some correspondence with you at that time (late November), but has not

had any response from you since early December. There was some discussion that you would be able to come to this area at that time to look at the problem.

It has become such an emergency that we are now out of compliance. So it is considered critical at this point and needs to be repaired ASAP. Please let me know if you are able to assist us with this matter and if it is still covered under the warranty. Carrie Harris | Administrative Assistant

Please let us know your opinion and what you would authorize to have done in the current situation. Thanks for your assistance.

Best Regards, Carrie

Carrie Harris | Administrative Assistant

?

2 Renwick Street | Newburgh, NY 12550

(O) 845-565-6182 | (M) 845-670-2909 | <u>www.inframark.com</u>

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.



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

Bill To Town of Carmel 60 McAlpin Avenue Mahopac, NY 10541 Date Invoice # 3/3/2021 60765 P.O. # 27602

Terms

Net 30

Qty	Description	Rate	Amount
Qıy	Description Date of Service: 02/25/21 - RBC Bearing Sewer District #4 Mechanics Truck w/ Operator & Laborer to: - Removal of existing RBC bearing and supply & install (1) new Dodge Pillow block roller bearing. For the sum of: Additional Work: - Repair of shaft. For the sum of:	14,105.00 900.00	Amount 14,105.0 900.0

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

CARMEL WINWATER WORKS CO. 86 FAIR STREET P O BOX 550 CARMEL, NY 10512-0550

Original Invoice

Date Printed	Invoice	No.
3/15/21	131082	01
		Invoice

To Reorder Contact Us At	
Phone No. : (845)228-4086	
Fax No : (845) 228-4098	DB# 11

Sold To:

CARMEL WATER DISTRICT 60 MCALPIN AVE MAHOPAC, NY 10541-2340

Ship To:

CARMEL WATER DISTRICT ED KUCK 20 DAY RD CARMEL, NY 10512-1909 CWD#2 - S END LAKE GLEN WATER

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2	EA	860-56-0278-16 10 HYMAX CPLG 10.96-12.26 OD RANGE*OVERSIZE*	2		495.0000		.00	990.00	N
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Terms: Honthly Service Charge May Be Applied To Past Due Accounts. 2% 10 DAYS, NET 30 If Paid By 3/25/21 You May Deduct

203.77 Pay full balance by 4/14/21

Tax Area ID:	Net Sales	10,188.40
NY - 330790000	Freight	.00
State Tax % .000	State Tax	.00
Local Tax % .000	Local Tax	.00
	Invoice Amount	10,188.40

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (845) 228-4086.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at

www.winsupplyinc.com/tcsale.

EXHIBIT "B"

Emergency Justification Form Town of Carmel Procurement Policy

Procurement Policy, Section VI: Emergency Procurement

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

Department: Engineering Vendor names: Kuck Excavating

Nature of emergency: Repair to Water Main at shore of Lake Gleneida Estimated cost: \$10,188.40

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

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

Sichard / man th

Purchasing Agent's signature for approval: _

Department Head's signature for approval:



Bill To

Town of Carmel 60 McAlpin Avenue Mahopac, NY 10541

P: (845) 294-8882

F: (845) 294-8883

Invoice

Date	Invoic
3/29/2021	6098

ce # 33

P.O. #

Terms

Net 30

Qty	Description	Rate	Amount
1	Date of Service: 03/08/21-03/11/21		
	- White Sail Pump Station.		
	VacCon Truck w/ Operator & Laborer to:		
	- Clean & jet pump stations. For the sum of:	2,803.55	2,803.5
	* See previously submitted proposal	2,005.55	2,805.5
	All invoices paid by credit card will incur a 3.5% transaction fee.	Total	\$2,803.55
	vice charge of 1.5%, 18% APR, will be added to all overdue accounts. counts are considered overdue on the 31st day past the invoice date.	Payments/Credits	\$0.00
	You will also be liable for all legal and collection fees.	Balance Due	\$2,803.55

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

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Bill To

Town of Carmel 60 McAlpin Avenue Mahopac, NY 10541

Invoice

Date	Invoice #
3/29/2021	60984

P: (845) 294-8882

F: (845) 294-8883

P.O. #

Terms

Net 30

Qty	Description	Rate	Amount
	Date of Service: 03/08/21-03/11/21 - Putnam Plaza Pump Station. - Kelly Rd. Pump Station.		
	VacCon Truck w/ Operator & Laborer to: - Clean & jet pump stations. For the sum of: * See previously submitted proposal.	5,607.10	5,607.1
	All invoices paid by credit card will incur a 3.5% transaction fee. vice charge of 1.5%, 18% APR, will be added to all overdue accounts.	Total	\$5,607.10
	counts are considered overdue on the 31st day past the invoice date.	Payments/Credits	\$0.00
	You will also be liable for all legal and collection fees.	Balance Due	\$5,607.10

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



Bill To

Town of Carmel 60 McAlpin Avenue Mahopac. NY 10541

P.O.

Terms

Net 30

Qty	Description	Rate	Amount
	Date of Service: 03/08/21-03/11/21 - Lakeshore Pump Station. - Underhill Pump Station.		
	VacCon Truck w/ Operator & Laborer to: - Clean & jet pump stations. For the sum of: * See previously submitted proposal.	5,607.10	5,607.10
-	All invoices paid by credit card will incur a 3.5% transaction fee.	Total	\$5,607.10
	vice charge of 1.5%. 18% APR, will be added to all overdue accounts.		
	counts are considered overdue on the 31st day past the invoice date. You will also be liable for all legal and collection fees.	Payments/Credits	\$0.00

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

Invoice

Date 3/15/2021

P: (845) 294-8882

F: (845) 294-8883

Invoice # 60869REV

April 14, 2021 Work Session Agenda Item #6

Richard J.Franzetti, P.E. Town Engineer



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

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

MEMORANDUM

To: Carmel Town Board

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

Date: March 31, 2021

Re: DRAFT Annual MS4 Report

The Town of Carmel is an MS4 community and as such we are required to develop and submit an annual report under the New York State Department of Environmental Conservation (NYSDEC) State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from MS4s (GP-0-15-003).

Attached for your consideration is the Draft Annual (MS4) Report. The Draft report will be placed on the Town of Carmel webpage on April 15, 2021 and will be posted for comment for at least 30 days prior to being made final.

The Final Annual MS4 report is due June 1, 2021. Given the voting schedule in May we respectfully request that if there are no comments made to the Draft document that the report be considered final, signed by the Supervisor and submitted to the NYSDEC in a timely fashion. A copy of this Final document will be placed on the Town of Carmel webpage.

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2 0 2 1

This cover page must be completed by the report preparer. Joint reports require only one cover page.

SPI	DES	ID			_			
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Choose one:

This report is being submitted on behalf of an individual MS4.

Fill in SPDES ID in upper right hand corner.

Name of MS4

T o w n o f C a r m e l	
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OR

O This report is being submitted on behalf of a Single Entity

(Per Part II.E of GP-0-10-002)

Name of Single Entity

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OR

○ This is a joint report being submitted on behalf of a coalition.

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition

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MS4 Annual Report Cover Page

MCC form for period ending March 9, 2 0 2 1

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 2 1

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Name of MS4 Town of Carmel		Ν	Y	R	2	0	A	2	9	4

Each MS4 must submit an MCC form.

Section 1 - MCC Identification Page

Indicate whether this MCC form is being submitted to certify endorsement or acceptance of:

- An Annual Report for a single MS4
- A Single Entity (Per Part II.E of GP-0-10-002)
- O A Joint Report

Joint reports may be submitted by permittees with legally binding agreements.

If Joint Report, enter coalition name:

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 2 1

Name of MS4 Town of Carmel

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Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for <u>each</u> of the following positions as indicated below:

- 1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
- 2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
- 3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
- 4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
- 5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- O Duly Authorized Representative
- \bigcirc Local Stormwater Public Contact
- \odot Stormwater Management Program (SWMP) Coordinator
- \bigcirc Report Preparer

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 2 1

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Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for <u>each</u> of the following positions as indicated below:

- 1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
- 2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
- 3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
- 4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
- 5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- O Principal Executive Officer/Chief Elected Official
- O Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Ø Report Preparer

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MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 2 1

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Name of MS4 Town of Carmel

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

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• *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

Development / implementation of retrofit program.

MS4 Municipal Compliance Certificatio	n(M	C C)	Fo	rm					
MCC form for period ending March 9,	2 0	2 1							
		SPDI	ES II)					
Name of MS4 Town of Carmel		N	YR	. 2	0	A	2	9	4

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name	MI	Last Name
K e n n e t h		S c h m i t t
Title (Clearly print title of individual signing report)		
T o w n S u p e r v i s o r		
Signature		Date

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator Division of Water 4th Floor 625 Broadway Albany, New York 12233-3505

This report is being submitted for the reporting period ending March 9,	, 2	0	2	1	
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

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Water Quality Trends

The information in this section is being reported (check one):

• On behalf of an individual MS4

 \bigcirc On behalf of a coalition

How many MS4s are contributed to this report?

1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One. \odot Yes

If Yes, choose one of the following

- Report(s) attached to the annual report
- \bigcirc Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL				 	 				 				 	 	
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les No

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

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Name of MS4/Coalition Town of Carmel

Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

- On behalf of an individual MS4
- \bigcirc On behalf of a coalition

How many MS4s contributed to this report?

1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

• Construction Sites		\bigcirc Pesticide and Fertilizer Application
• General Stormwater	Management Information	• Pet Waste Management
○ Household Hazardou	us Waste Disposal	\bigcirc Recycling
• Illicit Discharge Det	tection and Elimination	O Riparian Corridor Protection/Restoration
• Infrastructure Maint	tenance	Trash Management
\bigcirc Smart Growth		• Vehicle Washing
O Storm Drain Markin	g	• Water Conservation
○ Green Infrastructure	/Better Site Design/Low Impact Development	• Wetland Protection
 Other: Other 2. Specific audience 	es targeted during this reporting period:	○ None
Public Employees	• Contractors	
• Residential	• Developers	
○ Businesses	• General Public	
○ Restaurants	○ Industries	
○ Other:	○ Agricultural	

Other

MCM 1 Page 1 of 4

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

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Name of MS4/Coalition Town of Carmel

3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

○ Coi	nstru	ıcti	on	Site	e Oj	pera	ator	s T	rair	ed									# Trained			
○ Dir	ect	Ma	ilin	gs															#Mailings			
• Kic	sks	or	Otł	ner 1	Dis	pla	ys												# Locations			2
○ Lis	t-Se	rve	s																# In List			
○ Ma	iling	g L	ist																# In List			
○ Nev	vspa	ape	r A	ds o	or A	Arti	cles												# Days Run			
○ Puł	olic	Ev	ents	s/Pr	ese	ntat	tion	s											# Attendees			
\bigcirc Sch	ool	Pro	ogra	am															# Attendees			
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 \bigcirc Other:

Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

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This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

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This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Town of Carmel Name of MS4/Coalition

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Increase awareness of stormwater related issues through distribution of pamphlets. Updated website information.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Printed materials were distributed to the general public this year.

C. How many times was this observation measured or evaluated in this reporting period?

(ex.: samples/participants/events)

 \bigcirc No

 \bigcirc No

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to make pamphlets available in Town Hall. Continue to update information on the Town website

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• Yes

• Yes

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

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Minimum Control Measure 2. Public Involvement/Participation

The information in this section is being reported (check one):

• On behalf of an individual MS4

 \bigcirc On behalf of a coalition

How many MS4s contributed to this report?

1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:

• Cleanup Events	# Events	1
\bigcirc Comments on SWMP Received	# Comments	
\bigcirc Community Hotlines	Phone # ()	-
Phone # ()	Phone # ()	-
Phone # ()	Phone # ()	-
Phone # ()	Phone # ()	-
Phone # ()	Phone # ()	-
Phone # ()	Phone # ()	-
\bigcirc Community Meetings	# Attendees	
\bigcirc Plantings	Sq. Ft	
○ Storm Drain Markings	# Drains	
\bigcirc Stakeholder Meetings	# Attendees	
O Volunteer Monitoring	# Events	;
O Other:		

2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided? • Yes

Program (SWMP) Plan provided?	• Yes	\bigcirc No
○ List-Serve # In List		
O Newspaper Advertising # Days Run		
○ TV/Radio Notices # Days Run		
O Other:		

• Web Page URL: Enter URL(s) on the following two pages.

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

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2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

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3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

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4.a. If this report was made available on the internet, what date v	vas i	t pos	sted	?					
Leave blank if this report was not posted on the internet.	0	4	/ [1	5 /	2	0	2	1
4.b. For how many days was/will this report be posted?								4	5
If submitting a report for single MS4, answer 5.a If submitting	a joi	nt re	port	, a	nswe	er 5.	b		
5.a. Was an Annual Report public meeting held in this reporting If Yes, what was the date of the meeting?	peri	od?	/		(Y	es		No
If No, is one planned?					() Ye	es		No
5.b. Was an Annual Report public meeting held for all MS4s con this reporting period?	tribı	ıting	; to	thi		por D Ye			i g No
If No, is one planned for each?					() Ye	es		No
6. Were comments received during this reporting period? If Yes, attach comments, responses and changes made to					(⊃Ye	es		No

SWMP in response to comments to this report.

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Monitor number of comments received on SWMPP and Annual Report.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

No comments were received on the SWMPP or Annual Report this year.

C. How many times was this observation measured or evaluated in this reporting period?

(ex.: samples/participants/events)

1

D. Has your MS4 made progress toward this measurable goal during this reporting period?

• Yes ONo

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

• Yes O No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to post the annual report on the Town's website to offer the public a many opportunities as possible to offer input and comments.

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This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

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Name of MS4/Coalition Town of Carmel

Minimum Control Measure 3. Illicit Discharge Detection and Elimination

The information in this section is being reported (check one):

- On behalf of an individual MS4
- \bigcirc On behalf of a coalition

How many MS4s contributed to this report?

- 1. Enter the number and approx. percent of outfalls mapped:
- 2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)?
- **3.a.**What types of generating sites/sewersheds were targeted for inspection during this reporting period?

○ Auto Recyclers	\bigcirc Landscaping (Irrigation)
○ Building Maintenance	\bigcirc Marinas
○ Churches	\bigcirc Metal Plateing Operations
\bigcirc Commercial Carwashes	\bigcirc Outdoor Fluid Storage
○ Commercial Laundry/Dry Cleaners	Parking Lot Maintenance
• Construction Vehicle Washouts	\bigcirc Printing
\bigcirc Cross-Connections	O Residential Carwashing
○ Distribution Centers	○ Restaurants
\bigcirc Food Processing Facilities	\bigcirc Schools and Universities
\bigcirc Garbage Truck Washouts	○ Septic Maintenance
\bigcirc Hospitals	\bigcirc Swimming Pools
\bigcirc Improper RV Waste Disposal	\bigcirc Vehicle Fueling
\bigcirc Industrial Process Water	○ Vehicle Maint./Repair Shops
• Other:	○ None
C o n s t r u c t i o n	Sites and septic
○ Sewersheds:	

This report is being submitt	ed for the reporting	period ending March 9	, 2	0	2	1	
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

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Name of MS4/Coalition Town of Carmel									Ν	Y	R	2	0	A	2	9	4
3.b.What types of illicit discharges have	been	fou	nd d	luri	ng t	his	s rep	ort	ing	g pe	erio	od?					
\bigcirc Broken Lines From Sanitary Sewer	○ Ind	lustr	rial (Conr	ectio	ons											
\bigcirc Cross Connections	○ Inf	low	/Infi	ltrati	on												
• Failing Septic Systems	○ Pu	mp S	Stati	on F	ailu	re											
○ Floor Drains Connected To Storm Sewers	• Sa	nitar	y Se	ewer	Ove	erfl	ows										
○ Illegal Dumping	○ Str	aigh	nt Pij	pe So	ewer	D	ischa	rge	S								
○ Other:	O None																
 reporting period? 5. How many illicit discharges have bee 6. How many illicit discharges/illegal coperiod? 					0			-						.ep	orti	ing	1
7. Has the storm sewershed mapping be If No, approximately what percent was		-									od?		0	Ye	s	0	No 8
 8. Is the above information available in Is this information available on the v If Yes, provide URL(s): Please provide specific address of page URL 	veb?		p(s)	can	be a	acc	esse	d -	not	: ho	me	e pa	0	Ye Ye	-	-	No No
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This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

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- 9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report?
- **10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law?** Yes No NT

11. What percent of staff in relevant positions and departments has received IDDE training?

3 3 %

2 9 4

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The Town shall perform annual dry weather screening of outfalls to identify potential illicit discharges.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

One (1) potential illicit discharges were detected. Illicit discharge was investigated and fixed.

C. How many times was this observation measured or evaluated in this reporting period?

(ex.: samples/participants/events)

1

D. Has your MS4 made progress toward this measurable goal during this reporting period?

• Yes \bigcirc No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

• Yes O No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue dry weather outfall screening to identify potential illicit discharges.

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Ν	Y	R	2	0	A	2	9	4	

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

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<u>Minimum Control Measures 4 and 5.</u> <u>Construction Site and Post-Construction Control</u>

The information in this section is being reported (check one):

- On behalf of an individual MS4
- \bigcirc On behalf of a coalition

How many MS4s contributed to this report?

- 1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory
mechanism that provides equivalent protection to the NYS SPDES General Permit for
Stormwater Discharges from Construction Activities?• Yes• Yes• No
- 1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney cerfification or using the NYSDEC Gap Analysis Workbook? • Yes O No O NT

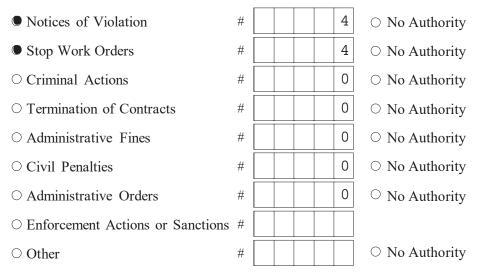
If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law. 09/2004 • 03/2006 • NT

- 2. Does your MS4/Coalition have a SWPPP review procedure in place? Yes No
- 3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?
- 4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs?

 Yes
 No

If Yes, how many public comments were received during this reporting period?

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? • Ves • No 6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:



This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

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Name of MS4/Coalition Town of Carmel

Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
- \bigcirc On behalf of a coalition

How many MS4s contributed to this report?

- 1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?
- 2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?
- 3. What percent of active construction sites were inspected during this reporting period? \odot NT
- 4. What percent of active construction sites were inspected more than once?
- 5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?
- 6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?

 Yes
 No
 NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? O Yes O No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

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Submit additional pages as needed.

MS4/Coalition Office

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This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Review SWPPP's through planning process to ensure compliance with the General Permit NYS Stormwater Management Design Manual, and NYS Standards and Specifications for Erosion & Sediment Control.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

100% of SWPPP's requiring coverage under the General Permit were reviewed for conformance with the General Permit requirements, NYS Stormwater Management Design Manual and NYS Standards and Specifications for Erosion & Sediment Control. Comments were issued for deficient SWPPP's.

C. How many times was this observation measured or evaluated in this reporting period?

(ex.: samples/participants/events)

1 9

D. Has your MS4 made progress toward this measurable goal during this reporting period?

• Yes O No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

• Yes O No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to review SWPPP's in accordance with the General Permit requirements, the NYS Stormwater Management Design Manual, and NYS Standards and Specifications for Erosion & Sediment Control.

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Ν	Y	R	2	0	А	2	9	4

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

- On behalf of an individual MS4
- \bigcirc On behalf of a coalition

How many MS4s contributed to this report?

eport?

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1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained
O Alternative Practices			
\bigcirc Filter Systems			
\bigcirc Infiltration Basins			
\bigcirc Open Channels			
• Ponds	65	65	0
\bigcirc Wetlands			
\bigcirc Other			

- 2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintanance? •• Yes • No
- **3.** What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?
- Building Codes Municipal Comprehensive Plans

○ Overlay Districts ○ Open Space Preservation Program

- Zoning O Local Law or Ordinance
- None Land Use Regulation/Zoning
- Watershed Plans Other Comprehensive Plan
- Other:

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This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

	SPI	DES II)				
Name of MS4/Coalition Town of Carmel	N	YR	2	0 A	. 2	9	4
4a. Are the MS4s contributing to this report involved in a regional/wa	itershed w	vide p	lanr	0			N
4b. Does the MS4 have a banking and credit system for stormwater m	anageme	nt pra	ıctic	● Y es?	es	Ο.	INO
				ΟY		_	No
4c. Do the SWMP Plans for each MS4 contributing to this report inclu- and approval of banking and credit of alternative siting of a storm							
		_		ΟY	es		No
4d. How many stormwater management practices have been impleme	nted as pa	art of	this	syste	m in	thi	S
reporting period?						0	
5. What percent of municipal officials/MS4 staff responsible for prog	gram imp	lemer	ıtati	on att	end	ed	

5.	what percent of municipal officials/MS4 staff responsible for program implementation	atte	ende	ea	
	training on Low Impace Development (LID), Better Site Design (BSD) and other Green				
	Infrastructure principles in this reporting period?			0	%

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Inventory and inspect post-construction stormwater management practices within municipal boundaries.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

65 post-construction stormwater management practices were inventoried and inspected this year in accordance with the NYS Stormwater Management Design Manual.

C. How many times was this observation measured or evaluated in this reporting period?

(ex.: samples/participants/events)

6 5

D. Has your MS4 made progress toward this measurable goal during this reporting period?

• Yes O No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

• Yes O No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to inventory and inspect post-construction stormwater management practices within municipal boundaries.

SPE	DES	ID						
Ν	Y	R	2	0	Α	2	9	4

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel



Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

- On behalf of an individual MS4
- \bigcirc On behalf of a coalition

How many MS4s contributed to this report?



1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

			Self-Assess	ment
			Operation/Activ	<u>ity/Facility</u>
		J	performed within	<u>n the past 3</u>
Operation/Activity/Facility	Addressed i	<u>n SWMP?</u>	<u>vears</u> :	<u>?</u>
Street Maintenance	• Yes	○ No	• Yes	\bigcirc No
Bridge Maintenance	O Yes	• No	O Yes	No
Winter Road Maintenance	• Yes	○ No	• Yes	\bigcirc No
Salt Storage	• Yes	○ No	• Yes	\bigcirc No
Solid Waste Management	• Yes	○ No	• Yes	\bigcirc No
New Municipal Construction and Land Disturbat	nce • Yes	○ No	• Yes	\bigcirc No
Right of Way Maintenance	• Yes	○ No	• Yes	\bigcirc No
Marine Operations	····· OYes	• No	····· O Yes	No
Hydrologic Habitat Modification	O Yes	• No	····· · · Yes	No
Parks and Open Space	• Yes	○ No	• Yes	\bigcirc No
Municipal Building	• Yes	○ No	• Yes	\bigcirc No
Stormwater System Maintenance	• Yes	○ No	• Yes	\bigcirc No
Vehicle and Fleet Maintenance	• Yes	○ No	• Yes	\bigcirc No
Other	····· O Yes	• No	• Yes	No

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

		SPE	DES	ID						
Name of MS4/Coalition	Town of Carmel	Ν	Y	R	2	0	Α	2	9	4

2. Provide the following information about municipal operations good housekeeping programs:

• Parking Lots Swept (Number of acres X Number of times swept)	# Acres				8
• Streets Swept (Number of miles X Number of times swept)	# Miles		1	7	0
Catch Basins Inspected and Cleaned Where Necessary	#	1	0	0	0
 Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary 	#			1	3
O Phosphorus Applied In Chemical Fertilizer	# Lbs.				0
O Nitrogen Applied In Chemical Fertilizer	# Lbs.				0
 Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) 	# Acres		(). 	0
3. How many stormwater management trainings have been provided to during this reporting period?	o municipa	ıl emp	loy	ees	0

2

0 0 8

1

%

3

2 0

1 1

- 4. What was the date of the last training?
- 5. How many municipal employees have been trained in this reporting period?
- 6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Annually inspect and maintain approximately 25% of the stormwater collection system and drainage structures.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

This 1,000 of the Town's drainage structures were inspected, cleaned, and maintained as necessary.

C. How many times was this observation measured or evaluated in this reporting period?

(ex.: samples/participants/events)

1

D. Has your MS4 made progress toward this measurable goal during this reporting period?

• Yes \bigcirc No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

• Yes O No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to annually inspect and maintain the stormwater collection system and drainage structures.

SPI	DES	ID	-		-			-
N	Y	R	2	0	A	2	9	4

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Town of Carmel

Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

• On behalf of an individual MS4

 \bigcirc On behalf of a coalition

How many MS4s contributed to this report?

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies? ○ Yes

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS?

○ Yes

• No O N/A

O N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

Estimate what percentage was mapped in this reporting period.

9 5 % 0 %

Additional BMPs Page 1 of 3

SPDES ID Ν YR 2 0 A 2 9 4

• No

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

	SPE	DES	ID						
Name of MS4/Coalition Town of Carmel	Ν	Y	R	2	0	А	2	9	4

- 3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? ● Yes ○ No ○ N/A
- 4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?
- 5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more?
- 6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? Yes No N/A
- 7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading?

 • Yes O No O N/A
 • Yes O NO N/A
 • Yes O NO O N/A
 • Yes O NO O N/A
 • Yes O NO O N/A
 • Yes O NO N/A
- 7b.How many projects have been sited in this reporting period?
- 7c. What percent of the projects included in 7b have been completed in this reporting period?
- 7d. What percent of projects planned in previous years have been completed?

○ No Projects Planned

0 0

1

0 %

- 8a.Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands?
 Yes No N/A
- 8b.Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands?
 Yes
 No
 No

This report is being submitted for the reporting period ending March 9, 2 0 2 1

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

		SPI	DES	ID						
Name of MS4/Coalition Town of Carmel]	Ν	Y	R	2	0	Α	2	9	4

9. Has your MS4/Coalition developed and implemented a program of native planting? ○ Yes ● No ○ N/A
10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding? ○ Yes ○ No ● N/A
11. Does your MS4/Coalition have a pet waste bag program? ○ Yes ○ No ● N/A
12. Does your MS4/Coalition have a program to manage goose populations? ○ Yes ○ No ● N/A

April 14, 2021 Work Session Agenda Item #7

EXHIBIT "B" Emergency Justification Form Town of Carmel Procurement Policy

Procurement Policy, Section VI: Emergency Procurement

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

Department: Town of Carmel Highway Department

Vendor names: C Nature of emergency: Estimated cost:

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

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

Purchasing Agent's signature for approval:

Department Head's signature for approval:





A DIVISION OF CHEMUNG SUPPLY EVOLUTIONEDGES.COM



HEADQUARTERS: 2420 CORNING ROAD PO BOX 527 ELMIRA, NY 14902 PHONE: 607-733-5506 FAX: 607-732-5379

Ship To

INVOICE

Invoice No. Date 006567 2/18/2021 Refer to Invoice Number When Remitting

REMIT TO: CHEMUNG SUPPLY, PO BOX 527, ELMIRA, NY 14902

Sold To

Attn:

TOWN OF CARMEL-PUTNAM C/O MIKE SIMONE,T.S. McALPIN AVENUE MAHOPAC, NY 10541

ATTN: MIKE SIMONE 845-628-7474

TOWN OF CARMEL-PUTNAM

55 McALPIN AVENUE

MAHOPAC, NY 10541

Sales Order	Cust No	Customer PO	Order Date	Тах	Mark Shipment	Terms	Loc
0206342-0000	101441		2/8/2021	E		NET 30	
Salesperson		Ship Date	Shipped Via		FOB Point	Ins Waybill Number	
TAG WILLIAMSO	N	2/18/2021	CHEMUNG TRUC	к	ORIGIN	Ν	_

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tem	Т	Order	BO	Ship	Part Number/Revision	Description	\$	\$
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002	S	20.0000		20.0000	EPBTPSQA-20403	5/8X6X132 SHP TP 11/16 SQ11/16 TP 3-3-12	126.6100	2,532.20
003	s	40.0000		40.0000	ECBTPSCA-22360	CB 3/4X6X36SHP 1.5GA TPCS11/16 CS11/16 TP 3-3-12	152.5200	6,100.80
004	s	50.0000		50.0000	ECBTPSCA-22480	CB 3/4X6X48SHP1.5GA TP CS11/16 CS11/16 TP 3-3-12	203.3700	10,168.50
005	s	40.0000		40.0000	EGRD-1590-CBHF	GRD 3/4X6X24 SHP CB 11/16 HF SQ11/16 1.5G 3-3-12	172.0000	6,880.00
006	s	20.0000		20.0000	EGRD-1590-BRCBHCF	GRD 3/4X6X22 SHP BAR CB HFCRBF SQ11/16 1.5G 3-3-12	218.0000	4,360.00
007	s	30.0000		30.0000	HDWR-PB-7	5/8X3" PLOW BOLT #3 GR8	3.4500	103.50
008	S	130.0000		130.0000	HDWR-HN-2	5/8" HEX NUT GR 8		
009	S	130.0000		130.0000	HDWR-LW-4	5/8" LOCK WASHER PF CARB STL HEL		
010	S	100.0000		100.0000	HDWR-CB-13	5/8X4" CARR BOLT	3.9500	395.00

1







HEADQUARTERS: 2420 CORNING ROAD PO BOX 527 ELMIRA, NY 14902 PHONE: 607-733-5506 FAX: 607-732-5379

Ship To

INVOICE

 Invoice No.
 Date

 006567
 2/18/2021

Refer to Invoice Number When Remitting

REMIT TO: CHEMUNG SUPPLY, PO BOX 527, ELMIRA, NY 14902

Sold To

Attn:

TOWN OF CARMEL-PUTNAM C/O MIKE SIMONE,T.S. McALPIN AVENUE MAHOPAC, NY 10541

ATTN: MIKE SIMONE 845-628-7474

TOWN OF CARMEL-PUTNAM

55 McALPIN AVENUE

MAHOPAC, NY 10541

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April 14, 2021 Work Session Agenda Item #8



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 WEB: http://www.carmelny.org

DATE: April 6, 2021

TO: Carmel Town Board Carmel Town Hall

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

SUBJECT: Commercial Instruments & Alarm Systems Proposal - Airport Park

Attached is a proposal from Commercial Instruments & Alarm Systems for a combination of Access Control and Burglary/ Fire Alarm System at Airport Park. CIA Systems is included on The NYS Bid List; OGS# PT68788. The purchase price of this system is \$21,084.00. The funds to cover the cost of this alarm system are included in the 2021 Budget, line 7110.0022.

Please add this to the April 14, 2021 Town Board Work Session agenda, and contact me with any questions.

/ns Attachment

Commercial Instruments & Alarm Systems



2 Summit Court, Suite 306. Fishkill, NY 12524



COMMERCIAL SECURITY SYSTEM

PROPOSAL SUBMITTED TO: Town Of Carmel-Parks and Recs MAILING ADDRESS: Town Of Carmel 60 McAlpin Ave. Mahopac NY 10541 FAX/EMAIL: irg@ci.carmel.ny.us

BUSINESS PHONE: (845) 628-1500 JOB NAME/LOCATION: Hillstreet Airport Park 161 Hill Street Mahopac NY 10541 ATTN:

DATE: April 6, 2021 CONSULTANT: Joseph Lombardi

OGS#

PT68788

Jim Gilchrist - (845) 628-7888 Thank you for the opportunity to submit our proposal for the installation of a "custom-designed" security alarm system for Hillstreet Airport Park. The installation includes the following:

SCOPE OF WORK:

To provide a combination Access/Burglary/Fire Alarm system to meet NYS fire codes while providing burglar alarms and Access Control.

ALARM CONTROL PANEL:

Doyle/CIA will furnish and install one (1) DMP XR-150FCN Alarm Control Panel. This advanced, state-of-the-art control panel is equipped with the following features:

- **Commercial Rated Fire and Intrusion Detection**
- 10 on-board zones, expandable to 142 zones
- Alarm history log with 1,200 event buffer
- On-board network communicator •
- **Built-in Annunciator**
- **Direct 110v connection** .
- U.L listed
- Grounded in conformance with National Electric Code and for added protection against lightning surges.
- Panel will be located in the Electrical Area •
- Network and Radio Monitoring Recommended
- Panel to be located: utility room

NOTE:

1. A network connection must be provided by the contractor of end user to allow for system programming. Dovle/CIA makes no representation to the quality of security or monitoring being provided by the third party monitoring providers.

BACK UP BATTERY:

We will furnish and install Four (4) Yuasa 12-volt 7-amp backup battery with fused harness. Two for the Fire Alarm Control Panel and Two for the Fire Alarm Power Supply

FISHKILL •		CATSKILL	•	ALBANY	٠	SYRACUSE	•	ROCHESTER	٠	BUFFALO •	,	ERIE
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LICENSES: NY - 12000084040; CT - 105734

FIRE • INTRUSION • CARBON MONOXIDE • VIDEO SURVEILLANCE • ACCESS CONTROL • SYSTEM AUTOMATION PERSONAL EMERGENCY RESPONSE SYSTEMS • U.L. LISTED INSTALLATIONS • CENTRAL STATION MONITORING

ADMINISTRATION	FAX	EMERGENCY RESPONSE CENTER	SERVICE DEPARTMENT
845-896-9500	845-896-8887	845-897-1200	845-897-5550

COMMAND CENTERS:

We will furnish and install One (1) command centers to provide arming and disarming of the security alarm system. The command center provides custom English-language display of the zones and alarm descriptions. The command centers will be located as follows:

• Front Main Entry Double Doors

POWER SUPPLY:

We will furnish and install an external power supply to accommodate all of the powered devices.

AUDIBLE SOUNDING DEVICE:

We will furnish and install one (1) electronic siren equipped with English-language broadcast to provide audible indication of the alarm condition. In the event of any alarm condition the voice-activated siren driver will announce in English that the security system has been violated and give appropriate instruction. The interior siren will be located:

Common Area near utility room

"INTERACTIVE SERVICES" (VIRTUAL KEYPAD APP):

"Interactive Services" provides connectivity, control and notification for your system via a web-enabled device from anywhere in the world. By logging on to a secure website, "Interactive Services" allows you to control your security system via a virtual keypad using any web browser on a PC, PDA or cell phone. You can receive alerts through the Virtual Keypad App/Email or web browser. "Interactive Services" allow you to request system status, arm or disarm the system, or bypass a door or detector.

"INTERACTIVE SERVICES – BASIC":

"Interactive Services – Basic" lets users send commands via the web browser and Virtual Keypad App, from cell phones and smart devices operating on IOS and Android operating systems, to their alarm system. Messages sent include:

- REMOTE ARM
- REMOTE DISARM
- STATUS REQUEST
- ALARM MEMORY REQUEST

You can also receive alerts through the Virtual Keypad App to have true system status in real-time. Alerts include arming and disarming of the system as well as alarm conditions.

"Interactive Services – Basic" provides for the web browser and Virtual Keypad App.

Interactive Services is included in the new monthly monitoring price but is not a mandatory addition to your security system features. If you desire this feature to be activated please initial below and provide an email address that you would use to subscribe to this service. The email address you provide will be used for account activation, password reset and basic Interactive Services management portal.

Initial here

EMAIL	

NOTIFICATION:

The DMP XR-150FCN Control Panel includes an internet communicator programmed to report alarm signals (identified by individual zones) to *Doyle/CIA's* own Monitoring Response Center Listed by Underwriters Laboratories, Inc. Please note that internet monitoring requires a reliable broadband connection.

Monitoring via the internet provides transmission of alarm signals at a much faster speed than standard telephone transmission. To ensure the integrity of the system, daily check-ins to our Monitoring Response Center are also provided. If additional reliability is required, please see radio monitoring option (*Option #1*).

A radio communicator will be used as back up communication.

When we receive an alarm signal, our Monitoring Response Center's "seasoned" personnel will dispatch the proper authorities to the exact area of alarm activation and notify personnel on your designated call list. Our Monitoring Response Center's personnel will then follow-up to verify the outcome of the alarm condition and report back to the client and our service department.

Included is the following:

- Total reporting zones All annunciating and reporting zones will be individually displayed at each command center and will also be reported to our Monitoring Response Center for custom reporting of individual zone.
- A/C Power Monitoring and Low Battery Supervision In the event the electricity at the building is off or the system detects a low battery, a supervisory signal will be transmitted to our Monitoring Response Center.

RADIO MONITORING

Due to the ever increasing unreliability of telephone communications and the advent of VOIP and cable based phone lines; it is possible that communication to our Monitoring Response Center will be hindered. Most service providers utilize the same modem, with a minimal 4 to 8 hour battery backup, for phone and internet communications resulting in single piece of hardware that you must rely on for alarm communication transmissions. Independent redundancy is the only reliable choice for the level of confidence and peace of mind you expect from *Doyle/CIA*. Please consider this radio monitoring option as a method to increase the system survivability and reliability and protect against the communication being compromised by the phone line being cut. **Radio monitoring will be used as secondary communication**.

The AES Radio Network uses the latest in Intelligent Technology and provides immediate transmission of alarm signals to *Doyle/CIA's Monitoring Response Center* without the use of telephone lines. Radio signals are received very rapidly after an alarm, unlike the phone dialer system that may take 30 to 60 seconds to communicate an alarm. In addition, the AES Intelligent Systems reports test signals daily to insure the integrity of the system.

The AES 7788F Series Radio Transceiver is equipped with the following features:

- Built in power supply and 7-amp-hour battery
- Eight input zones
- A/C power supervision and low battery supervision
- Cabinet Tamper
- U.L. Fire Rated Communicator
- Antenna with mounts and antenna brackets

AES INTELLIPRO MODULE:

We will furnish and install one (1) AES IntelliPro Module to the radio transceiver. The module transmits full data formats through the AES radio network to our Monitoring Response Center for processing.

NOTES:

- 1. FCC requires a license to operate any radio. Under the rental program, we will procure the FCC license.
- 2. Subscriber is to supply one 120 VAC outlet in close vicinity of the radio and cannot be a GFI outlet.
- 3. Based upon the availability of radio service in the Mahopac area, field testing will be performed prior to entering into a contract.
- 4. Due to the building construction, a remote antenna may be required. Antenna may be located in the upper floors of the building or exterior of the building.

FIVE DIAMOND CERTIFICATE:

Doyle/CIA has been awarded The Five Diamond Certificate which is the highest certification that can be achieved in the alarm industry. The Five Diamond Certification, awarded by the Central Station Alarm Association, designates a higher level of performance than the industry standard for High Security Monitoring Centers. The industry standard is typically having a UL Listed Monitoring Response Center. The Five Diamond Certificate raises the performance standard to a higher level.

** ALL DEVICE LOCATIONS DEPICTED ON DRAWNGS**

<u>FIRE</u>

SMOKE DETECTORS:

We will furnish and install fourteen (14) smoke detector to provide smoke detection. The smoke detector is not designed according to any code or standard. It is designed to alert the occupant when the system activates and reports off premise.

HEAT DETECTORS:

We will furnish and install four (4) heat detectors to provide fire detection. The detectors will be pre-set to activate at 135° Fahrenheit.

HEAT DETECTORS:

We will furnish and install two (2) heat detectors to provide fire detection. The detectors will be pre-set to activate at 194° Fahrenheit.

CARBON MONOXIDE DETECTORS:

We will furnish and install two (2) carbon monoxide detectors. Detector will be placed to reflect design provided by State Authority which verifies compliance with Section 915.1.1 of NYS Fire Prevention Code. In addition, the devices are being supervised. Each unit is equipped with an internal sounder for annunciation and a transponder for individual unit reporting. The activated detector can also be determined by viewing the command center. Please see note below. These devices have a ten-year life expectancy and will activate the internal trouble sounder when they need to be replaced.

PLEASE NOTE: The following dispatch procedure will be used:

- Fire Department will be dispatched, then
- Location will be called; if no answer –
- Back-ups will be called; it is <u>HIGHLY</u> recommended that at least three back-ups be provided that have keys to access the location.

When they arrive at the location, Fire Department personnel are required to enter the premises to determine if medical aid is necessary. If the building is locked and a key holder is not available, they will *FORCIBLY ENTER THE PREMISES*, using whatever means is necessary. Doyle/CIA will not be responsible for damage as a result of the Fire Department's actions, therefore we insist on several back-up names.

EXPANDER:

We will furnish and install two (2) single-point expander to accommodate the CO detectors.

PULL STATIONS:

We will install eight (8) pull-box stations to provide manual activation of the alarm. The pull stations are equipped with key reset.

SOUNDER/STROBES:

We will furnish and install five (5) sounder/strobe lights to provide audible and visual annunciation of an alarm condition.

STROBES:

We will furnish and install three (3) strobe lights to provide visual notification of a fire alarm condition. The strobes will be white of color and marked "Fire".

SYNCHRONIZATION MODULE:

We will furnish and install one (1) synchronization module.

ADDRESSABLE RELAY/CONTROL MODULE:

We will furnish and install one (1) addressable relay module for HVAC shutdown.

DUCT DETECTOR CONNECTION:

The HVAC contractor is responsible for furnishing and installing alarm ready duct detectors. Doyle/CIA Security will furnish all wiring and make connections between the duct detectors and fire alarm system. The HVAC contractor is responsible for make duct detectors alarm ready and shall providing dry contact interface relays for Doyle/CIA Security to connect to. All fan shutdowns shall be done by the HVAC contractor. Doyle/CIA Security will make connections to the HVAC equipment at designated terminal connection points.

PLEASE NOTE:

 Equipment must be installed before Doyle/CIA Security is scheduled to install devices. If additional trips are required to assist with connection of these devices, billing on a Time and Material basis at \$120.00 per hour, per technician, will be added to the final invoice.

MONITOR:

We will furnish and install two (2) monitor modules to monitor the duct detectors.

LOW-TEMPERATURE SUPERVISION (HARDWIRED TECHNOLOGY):

We will furnish and install two (2) low-temp thermostats that are set to activate at 50° or any temperature above 50° specified by the owner. When the temperature in the immediate area of the thermostat drops to the preset temperature, a signal is transmitted to the Central Station for dispatching. CIA typically installs the thermostats in the vicinity of the HVAC thermostats so that both thermostats are sampling the same temperature. The service is designed to provide notification when the threshold temperature is reached due to furnace failure. Features of this device include:

- Five selectable temperature ranges to choose from
- Capable of monitoring cold (45° F) temperature

These will be installed as follows:

- Utility Room
- Outside Meeting Room in the common area Near Thermostat

PLEASE NOTE:

- There is typically a gap of several hours from the time the furnace fails to the time the threshold temperature is reached. During this time freeze-ups may occur.
- Even with an adequate number of low-temperature thermostats, there is no guarantee that all areas of the location will be supervised and that freeze-ups will not occur.

INTRUSION

MAGNETIC SECURITY CONTACT (WIRELESS-TO CUT DOWN ON COST):

We will furnish and install twelve (12) magnetic contact switches on doors and/or windows to provide perimeter detection. Anyone opening a protected door or window more than one-half inch with the system "armed/on" will activate the alarm.

MOTION DETECTION (WIRELESS-TO CUT DOWN ON COST):

We will furnish and install four (4) dual-technology motion sensors to provide internal space detection. Dual technology assures the best protection for false-alarm prevention, providing a 25-foot protection pattern in a directional line of sight. Anyone walking in front of the detection patterns with the system "armed/on" will activate the alarm.

INVESTMENT DATA

Pricing guaranteed for 60 days

PURCHASE PRICE: The above system can be purchased, with a One Year guarantee on parts and labor, for Twenty One Thousand Eighty Four Dollars (\$21,084).

RENTAL FEE: The radio will be rented, which provides for all maintenance repairs for a monthly maintenance fee of Ten Dollars (\$10.00).

BASIC/INTERNET MONITORING FEE: The basic/internet monitoring fee is Twenty-Nine Dollars and Ninety-Five Cents (\$29.95) per month, billed quarterly in advance. Monitoring includes all alarm reporting by zones, supervision of a/c power, battery condition and daily test signal to our U.L. listed Monitoring Response Center.

RADIO MONITORING FEE: Radio Monitoring Fee is Five Dollars (\$5.00) per month billed quarterly, in advance, in addition to your current basic monitoring fee. Monitoring includes all alarm reporting, supervision of a/c power, battery condition and daily test signal to our U.L. listed Monitoring Response Center.

Total Monthly Fee including Basic/Internet Monitoring (\$29.95), Radio Monitoring/Rental (\$15.00) is Forty Four Dollars and Ninety Five Cents (\$44.95).

ANNUAL INSPECTION: Required by New York State

Doyle/CIA will inspect and test all Alarm Devices. At completion of the inspection, Doyle/CIA will provide a written report. Any problems found will be noted, and any repairs required will be addressed under a separate contract. The cost for the inspection coverage will be \$1,800.00 per year, billable guarterly to sync with your monitoring fee.

PLEASE NOTE:

Proposal is designed to be a good faith "notice to proceed". Proposal will become an addendum to the forthcoming Radio Rental/Monitoring Agreement.

DEPOSIT: A 50 percent deposit is due when the contract is accepted, and the balance is due within ten (10) days of completion and sign-off of proposed work.

EMAIL ADDRESS:_

By providing your email address, you give Doyle/CIA Security the permission to send invoices, system notification alerts as well as other administration notifications. In addition, we will send confirmations and reminders of upcoming service appointments that you make. The safety and security of our clients is our primary concern so please be assured that we WILL NOT under any circumstances share/sell your email address.

ELECTRICAL AND/OR BUILDING PERMIT FEES: Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. **Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost.*

INSURANCE:

Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.

NOTES:

- 1. Subscriber is to supply one 120 VAC outlet in close vicinity of control panel and cannot be a GFI outlet.
- 2. Any changes in the scope of work will be done on a separate agreement.
- 3. Yard signs and window decals will be provided.
- 4. The system has been designed with point-of-protection reporting. Each device is mapped to a zone to be reported to Doyle/CIA's Monitoring Response Center. Our dispatcher then advises law enforcement of the activated device and frequency of the signals.
- 5. System is expandable as future needs grow.
- 6. Ethernet port will be required for the internet alarm communicator.
- 7. **Firewall & Internet Security**: The *owner* shall be responsible for providing a reasonable level of network security and supplying all firewall equipment. Please review this requirement with your *computer consultant*.
- Guarantee does not cover any network problems, internet outages, smart phone apps or router issues that may occur. Telephone support is available and will be invoiced at \$45.00 per hour (one hour minimum). Please have a Network Administrator available if you require telephone support.
- 9. This Quotes pricing is based on the ability to fully use the sites scissor lift as needed.
- 10. Drawings will be updated to reflect additional devices.

OPTIONS

Pricing for options is only valid during the installation of the base system. If option(s) is selected, all terms and conditions of the original Sales/Rental Agreement apply.

OPTION #1: SURGE SUPPRESSION FOR ALARM POWER CIRCUIT

We strongly recommend installing a surge suppressor for the 120VAC alarm panel power circuit. The device we recommend is the Tripplite Ultra Block. If desired, please add \$49.00 to above purchase.

ACCEPTED____(PLEASE INITIAL) DECLINED DUE TO COST CONSIDERATION _____(PLEASE INITIAL)
OPTION #2: SURGE SUPPRESSION FOR TELEPHONE LINE
We will furnish and install a Surge Suppressor on the telephone line. If desired, please add \$32.00 to above

purchase price.

ACCEPTED_____ (PLEASE INITIAL)

DECLINED DUE TO COST CONSIDERATION _____ (PLEASE INITIAL)

OPTION #3: NETWORK SURGE SUPPRESSION

We will furnish and install a COM-CLESP network surge protector for the incoming network circuit. If desired, please add \$40.00 to above purchase price.

ACCEPTED _____ (PLEASE INITIAL) DECLINED DUE TO COST CONSIDERATION _____ (PLEASE INITIAL)

We has included options for surge suppression for vital areas of your system. *Doyle/CIA* does not guarantee that your system will be free from harm due to lightning strikes or other surges.

OPTION #4: SERVICE CONTRACT INFORMATION

We recommend that you protect your investment with our extended warranty/service contract plan. Under our service agreement, *Doyle/CIA* will provide continued coverage for all system components, including labor and materials. Your service agreement also covers one annual inspection at no charge. Your agreement will continue to renew after the initial term of the agreement for successive periods of 30 days. Fee for service contract is Two Hundred and Fifty Dollars (\$250.00) per month.

Note: if you select this option your initial installation price will be discounted by 20%

ACCEPTED_____(PLEASE INITIAL) DECLINED DUE TO COST CONSIDERATION ______(PLEASE INITIAL)

OPTION#5 ACCESS CONTROL

ACCESS TOKENS:

We will furnish one (1) package of 100 proximity tokens. When the tokens are passed within one inch of the proximity reader and if the token holder is an authorized user during an authorized time, the door will unlock. Enduser is responsible for all user and token programming.

Note: if more than 100 proximity tokens are needed, they will be addressed under a separate agreement.

ACCESS CONTROL MODULES:

We will furnish and install One (1) existing Weigand Modules to support advanced features and compatibility purposes.

DOOR POSITION SWITCHES:

We will furnish and install One (1) door position switches on the proposed doors to alert security personnel that the door has remained open longer than its programmed time or the door has been forced open.

MAGNETIC DOOR LOCK:

We will connect to your existing magnetic door locks.

Please Note: if we cannot connect to the existing magnetic lock we will address this topic under a separate agreement.

PROX READER WITH KEYPAD:

We will furnish and install One (1) HID Contactless Smart Card Reader with integrated keypad. An authorized cardholder must pass the card within 3" of the card reader sensor or, optionally, enter a valid pin number to grant access to a door. The reader will then communicate with the control panel; and software will validate the cardholder authority, thereby granting or denying access based on the preprogrammed authority levels for the individual. Electric door strike will interface with the system to provide the necessary locking and release. The reader with keypad and electric lock will be located as follows:

Front Main Entry Double Door

"INTERACTIVE SERVICES" - ACCESS CONTROL MANAGEMENT:

The system will be managed by user over the Connect One Application or Web Browser. The Connect One Application "Interactive Services" provides connectivity, control and notification for your system via a web-enabled device from anywhere in the world. By logging on to a secure website or downloading the Connect One Application, "Interactive Services" allow you to manage your access control system.

"INTERACTIVE SERVICES – ACCESS CONTROL":

"Interactive Services – Access Control" lets users manage their system via the Connect One Application and web browser. Devices operating on IOS or Android are compatible. Operations include:

- USER MANAGEMENT
- DOOR STATUS (OPEN OR CLOSED)
- ENTRY/EXIT REPORTS FOR UPTO ONE YEAR
- NO SOFTWARE INVESTMENT NECESSARY

ADMINISTRATOR EMAIL

ACCESS CONTROL MANAGEMENT FEE: The monthly fee for access control management via basic "Virtual Keypad" services is Twenty Dollars (\$20.00) per month billed quarterly in advance.

If desired, please add \$2000.00 to above purchase price and \$20.00 per month to the monthly cost.

ACCEPTED____(PLEASE INITIAL)

DECLINED DUE TO COST CONSIDERATION ______ (PLEASE INITIAL)

OPTION #6: ACCESS CONTROL FOR MENS AND WOMANS RESTROOM EXTERIOR DOORS We will furnish and install access control on each of the bathrooms exterior doors. There will be two access control configurations in order to accomplish this task.

ACCESS CONTROL MODULES:

We will furnish and install two (2) Weigand Modules to support advanced features and compatibility purposes.

DOOR POSITION SWITCHES:

We will furnish and install two (2) door position switches on the proposed doors to alert security personnel that the door has remained open longer than its programmed time or the door has been forced open.

MAGNETIC DOOR LOCK:

We will furnish and install two (2) 1200lb hold magnetic door locks.

PROX READER WITH KEYPAD AND ELECTRIC STRIKE:

We will furnish and install two (2) HID Contactless Smart Card Reader with integrated keypad. An authorized cardholder must pass the card within 3" of the card reader sensor or, optionally, enter a valid pin number to grant access to a door. The reader will then communicate with the control panel; and software will validate the cardholder authority, thereby granting or denying access based on the preprogrammed authority levels for the individual. Electric Magnetic Lock will interface with the system to provide the necessary locking and release.

If desired, please add \$2,500.00 to above purchase price.

ACCEPTED_____(PLEASE INITIAL)

DECLINED DUE TO COST CONSIDERATION _____ (PLEASE INITIAL)

ACCEPTED BY:

AUTHORIZED SIGNATURE

PLEASE TYPE OR PRINT NAME

This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.

Doyle Security Systems- SUBSCRIBER DATA SHEET FAX: 845-896-8887

LOCATION & OCCUPANT'S NAME OF WHERE ALARM IS	BILLING ADDRESS: (IF DIFFERENT FROM	ALARM LOCATION)
NSTALLED:	NAME:	
DCCUPANT'S NAME:		
STREET:	STREET:	
	Спу:	
Спү:	STATE:Z	P:
STATE:ZIP:	BILLING PHONE NUMBER:	
PREMISE PHONE #1:		
PREMISE PHONE #2:	ACCT# (CO USE ONLY):	
(IF APPLICABLE)		
PASSWORD: PLEASE SELECT A WORD EASILY REMEMBERED, AS IT WILL BE USED TO IDENTIFY YOU AS	SERVICE ACCOUNT #:	
PLEASE SELECT A WORD EASILY REMEMBERED, AS IT WILL BE USED TO IDENTIFY YOU AS AN AUTHORIZED USER.		
DIRECTIONS TO LOCATION: (MILEAGE FROM NEAREST CROSS STREET)		
1		
Email Address:		
provide a set of the set		a destatatatata
By providing your email address, you give DSS Security the permission to notifications. In addition, we will send confirmations and reminders of up clients is our primary concern so please be assured that we WILL NOT und	coming service appointments that you make. The	safety and security of our
CA	LL LIST	
 PRIMARY RESPONDER DISCLOSURE: Subscriber understands that (Collectively referred to herein as "PUBLIC RESPONDERS"), may be designated as be selected as the Primary responder. 	a (1) 911 center, (2) public safety answering point	, or (3) communications center, ility should one of these three not
Upon DOYLE SECURITY SYSTEMS, INC. (hereinafter referred to as "I system, Subscriber hereby directs DSS to contact these responders in this specifi	DSS" or "ALARM COMPANY") receiving an emerge c order:	ncy alarm from the Subscriber's
Subscriber may select any individual he or she designates, or any PUBLIC RESP	ONDER in the Jurisdiction from which alarm is receive	ed.
FIRE DEPT:PO	LICE DEPT	
Security Response Team or designated responders (if applicable)		
Telephone		
OIL OR GAS COMPANY:		YorN
PLEASE WRITE DOWN THE NAMES AND TELEPHONE NUMBERS OF PEOPLE TO BE NOTIFIED IN (INDICATE WORK NUMBERS OR SPECIAL HOURS AND IF THEY HAVE ACCESS WITH A KEY.)	N THE EVENT OF AN ALARM. PLACE THEM IN ORDER IN WHICH	I YOU WISH THEM TO BE NOTIFIED.
	TYPE Email Address	<u>KEY</u>
Authorize		Service
1	Home/Work/Cell	Y OR N Y OR N
2	Home/Work/Cell	Y OR N Y OR N
3	Home/Work/Cell	
4	Home/Work/Cell	Y OR N Y OR N
Upon DSS receiving an emergency alarm from the Subscriber, So DSS to attempt to contact Subscriber first before contacting any PUBLIC I	ubscriber (please make a selection) DO	ES DOES NOT direct

Carmel Airport Park - Commercial Security System Page 10 of 11

4/6/2021

4. Subscriber agrees that should any PUBLIC RESPONDER not be designated as the primary responder, then the Subscriber's PUBLIC RESPONDERS shall become the default secondary responder after the personal emergency response provider has attempted, without success, to notify all other responders designated by Subscriber.

5. Should DSS receive a customer's alarm and is not able to solicit a verbal response from the Subscriber, Subscriber (please make a selection)
DOES DOES NOT wish to have a PUBLIC RESPONDER contacted before DSS contacts the customer's responders as specifically designated above.

6. DSS hereby agrees to provide PUBLIC RESPONDERS, if designated as a responder by the Subscriber, the name of the customer, the location from which the customer's alarm was received, and any other information as may be requested.

7. Following any notification to the PUBLIC RESPONDER, DSS shall attempt to notify the rest of the Subscriber's responders list in the order provided by Subscriber. Unless otherwise provided in the list DSS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with DSS's notification obligation. Subscriber may provide DSS with a set of directives for voice to voice contact with the responders. For nonpublic responder numbers Subscriber represents that all call numbers are accurate and Subscriber has been authorized by the owners of such numbers to provide such numbers to be called in accordance with Subscriber's alarm services.

IF YOUR SYSTEM HAS LOW TEMPERATURE MONITORING, WHOM DO WE NOTIFY?	
(YOUR SYSTEM MAY NOT BE EQUIPPED FOR THIS: IF INTERESTED PLEASE SPEAK WITH YOUR SALES CONSULTANT)	

[]LOCATION/BACKUPS 24 HOURS PER DAY

[] LOCATION/BACKUP BETWEEN _____AM AND ____PM ONLY

[] OIL/GAS COMPANY – WHAT HOURS:______ [] OTHER______

IF YOU HAVE A RADIO SYSTEM AND WE RECEIVE A FAIL TO CHECK-IN OR LOSS OF SIGNAL TRANSMISSION, WHOM DO WE NOTIFY?

(YOUR SYSTEM MAY NOT BE EQUIPPED FOR THIS; IF INTERESTED PLEASE SPEAK WITH YOUR SALES CONSULTANT)

[] LOCATION/BACKUPS 24 HOURS PER DAY IMMEDIATELY

[] LOCATION/BACKUPS 24 HOURS PER DAY ONLY IF NOT RESTORED WITHIN 1 HOUR.

[] LOCATION /BACKUP BETWEEN _____AM AND ____PM IMMEDIATELY.

[] OIL/GAS COMPANY – WHAT HOURS:______ [] OTHER______

IF YOU HAVE INTERNET MONITORING AND WE FAIL TO RECEIVE A CHECK-IN, WHOM DO WE NOTIFY? (YOUR SYSTEM MAY NOT BE EQUIPPED FOR THIS; IF INTERESTED PLEASE SPEAK WITH YOUR SALES CONSULTANT)

[]LOCATION/BACKUPS 24 HOURS PER DAY IMMEDIATELY

[] LOCATION/BACKUPS 24 HOURS PER DAY ONLY IF NOT RESTORED WITHIN 1 HOUR.

[] LOCATION /BACKUP BETWEEN _____AM AND ____PM IMMEDIATELY

SUBSCRIBER SIGNATURE:

DATE:



April 14, 2021 Work Session Agenda Item #9

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: <u>carmelrecreation@ci.carmel.ny.us</u> WEB: <u>http://www.carmelny.org</u>

DATE: April 6, 2021

TO: Carmel Town Board Carmel Town Hall

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

SUBJECT: Doyle Security Proposal - Security Cameras for Airport Park

Attached is a proposal from Doyle Security for the installation of (4) network IP security cameras at Airport Park. This proposal includes two purchase options, for the equipment and scope of work, for your review. The funds to cover the cost of these security cameras are included in line 7110.0022 of the 2021 Budget.

Please add this to the April 14, 2021 Town Board Work Session agenda, and contact me with any questions.

/ns Attachment



March 22, 2021

Mr. James Gilchrist Town of Carmel Airport Park 161-165 Hill Street Mahopac, NY 10541

Dear Mr. Gilchrist:

On behalf of **Doyle Security**, we are pleased to present the following comprehensive security proposal for your location. Every effort has been made to ensure that this proposal is complete with an equipment list and scope of work. The equipment proposed in this document is both modular and expandable so as to meet your current and future needs. If there are any oversights in this document, please do not hesitate to bring them to our attention.

Please visit our website for information regarding our company and the many resources that are available for your use. You can find us on the web at <u>www.GoDoyle.com</u>.

Doyle Security prides itself in delivering the best customer service experience known to our industry. Several years ago, we adopted a program that employees named Promise & Deliver! The program was developed to empower all of our employees to deliver customer service at a level that would not only meet but exceed your expectations.

We encourage you to provide feedback to us at any time. If your experience is a good one we certainly want to hear about that, but maybe even more important is the lessons we can learn if we have failed to meet your expectations. To contact us you can send an email to <u>PromiseandDeliver@GoDoyle.com</u>. You will also find several other means of contact on our website.



COMPANY HISTORY AND QUALIFICATIONS

John A. Doyle established the Doyle Group, Inc. on March 17, 1919 in Rochester, New York. **Doyle Security** is still owned by the Doyle Family and now has operations in Buffalo, Syracuse, Pennsylvania, as well as Rochester.

Doyle Security is a leading provider of integrated security management products and services. Whether it's *Intrusion or Fire Alarm Systems, Access Control Systems, Closed Circuit TV Systems, Safes & Vaults, Locksmithing & Door Hardware, Maintenance & Inspections or our U.L. Central Station, we take pride in our design, engineering, installation and service expertise. As certified members of SNA (Security Network of America), an alliance of the 30 largest independent security integrators in the country, we have access to the best products, greatest technical resources and training in the country*

Doyle Security Systems, 'Best in Class'



BBB Torch Awards Trust • Performance • Integrity

RECIPIENT ROCHESTER BUSINESS ETHICS Award



Highest recognition given to area businesses by the organization and honors them for their ability to demonstrate the highest standards of customer service, community involvement, adherence to truthful and honorable business practices and outstanding

The Rochester Business Ethics Award (RBEA) is a regional annual award program that recognizes local companies that exemplify high standards of ethical behavior in their everyday business practices and in response to crises or challenges.

This award is bestowed upon one deserving security dealer company each year. To be considered as a Dealer of the Year candidate, your company must derive more than 50 percent of its revenue from the sale, lease, installation, service or monitoring of electronic security residential and/or commercial markets.

THE DOYLE ADVANTAGE

- Service At Doyle Security providing excellent customer service is our top priority. With offices in Fishkill, Catskill, Albany, Syracuse, Rochester, Buffalo and Erie PA, we have the ability to quickly respond to any customer need throughout virtually all of the Mid-Hudson Valley, Central, Western New York and Northwest Pennsylvania.
- **People** Service excellence begins with having quality people at all levels. At **Doyle Security** we feel we have the very best talent the industry has to offer in our installation and service departments as well as our sales and administration. Our service/installation technicians have an average of over 12 years' experience in the alarm industry and are constantly receiving training on new products and installation techniques.
- **Products** As an independent company, we are not bound to any single manufacturer and thus are free to choose from the best products in the business. This yields several advantages to you as a customer. We can tailor the best product at the most reasonable price to fit your exact need, furthermore, none of our products are proprietary. At **Doyle Security**, we pledge to provide you with outstanding customer service at a reasonable price. If we ever fail to live up to that commitment, you are free to ask any one of dozens of other companies in the area to take over the service. Virtually anybody in the security business can take over the monitoring and service the alarm equipment that we sell. For, national companies that use proprietary equipment, this is not the case. They are the only ones that can work on their equipment and changing vendors means having to change the entire security system, hardware, procedures, training, etc.
- **Price** We recognize that the key to any long-lasting relationship is to have mutually beneficial understandings. We understand that the customer is looking for the highest quality service for the best price. We pledge to you that we will always charge a fair price in return for quality workmanship that is second to none.

U.L. LISTED EMERGENCY RESPONSE CENTER

At **Doyle Security** we take pride in the fact that we have owned and operated our own U.L. Listed Emergency Response Center for over 32 years. Due to the expense of operating a U.L. Emergency Response Center, many alarm companies utilize only an answering service that does not meet U.L. standards. U.L. has many requirements that other monitoring stations do not follow such as:

- Mandating the number of operators per shift
- Uninterrupted power supplies
- Backup disaster facility
- Yearly U.L. inspections

In choosing **Doyle Security** for your security needs you can be sure that our Emergency Response Center meets the most rigorous standards of U.L. and is consistently searching for and investing in emerging technology.

TEAM OF PROFESSIONALS

We feel **Doyle Security** consists of the very best talent the industry has to offer, and is more than capable of providing our customers with quality craftsmanship, and the impeccable follow up service that you require. We are fully dedicated to complete customer satisfaction and have the resources to follow through on that commitment.

Doyle Security reviews the content and scope of work on major system installations. We make every attempt to match the proposed scope of work with the best-trained technicians for the project. In order for each project to flow smoothly, **Doyle Security** has identified the following team of professionals to handle your comprehensive security needs. Should you have any questions concerning the installation and service of your account, please contact any one of the following individuals at the phone numbers listed below:

President & CEO: John G. Doyle, Jr.	(585) 461-6500
Chief Operating Officer: Kevin J. Stone, CPP	(585) 242-1670
General Manager: Bryan Marquardt	(845) 231-1451
Operations Manager: Armin Braun	(888) 242-2527, ext. 4070

Scope of Work

Doyle Security Systems will furnish and install four network IP Cameras that are high definition at 4 Megapixel. These cameras will have night vision with Infrared technology. The head end recorder will interface with all of the other parks that have been completed by Doyle Security Systems. The head end will support several upgrades to include up to 32 cameras dependent upon resolution. The unit will have an uninterruptable power supply to protect it from interruptions in the municipal power supply. Doyle Security Supply will also provide the parts to extend the monitor and mouse to the administrator's office. The wire for the cameras and the extended monitor and mouse will be supplied and installed by others. Town of Carmel is to supply a monitor of their choice to meet the needs of the end user where it will be located. Any HDMI current 720p or 1080p monitor (Television) will integrate with the network video recorder. These parts are not yet on New York State Contract however, they match all of your other parks to keep the quality and continuity as well as the potential integration with our response center for any future security needs.

Surface Mount Wire

This proposal includes the use of surface mounted wire. In many homes and business there are no open walls, basements or attics to hide and/or conceal wiring in. If your building does not have simple and easy access to these areas to install wires then our technicians will mount wires on the surface of walls and ceilings. If your installation requires that advanced installation work be performed to hide wires inside of walls and/or to install all wiring in raceway or hard to access areas an additional fee will apply. Additional fees to hide wires average \$500.00 per camera to use advanced installation techniques to hide or conceal wire that you prefer we do not surface mount.

CCTV System Installation

- 1 32 Channel 320M 4K 1.5U 16 PoE 4HDD NVR
- 1 6 Terabytes hard disk drive
- 4 MP HD Network True WDR EXIR Turret Cameras
- 1 Extension HDMI up to 175 ft. over Cat6 Cable
- 1 USB over Cat 6 to 150 ft. Active Extender
- 4 Junctions Boxes Turret Dome
- 1 APC Back UPS 900VA Battery Backup

Two purchase options

PURCHASE OPTION 1

****Pricing guaranteed for 60 days****

PURCHASE PRICE: The above equipment can be purchased, with a 90-day guarantee on parts and labor, for \$5,287.00 plus any applicable sales tax and permit fee(s).

PURCHASE OPTION 2

DOYLE SECURITY SYSTEMS CCTV QUALITY ASSURANCE PROGRAM

Doyle Security Systems offers a CCTV Quality Assurance Program. Under this program, we will provide the following services:

- Lifetime Repair of all parts provided by Doyle Security Systems that falls under normal wear and tear at no charge for parts or labor for as long as this agreement is in effect.
- Lifetime Replacement of any failed component with similar or better component that falls under normal wear and tear at no charge for parts or labor for as long as this agreement is in effect.
- Lifetime Training on site if requested at no charge for any individual that requires the assistance
- Lifetime Technical Assistance on site if requested at no charge to assist in retrieving video or updating firmware.
- Annual Preventative Maintenance and System Test inspection at no charge to include cleaning of camera lens and equipment cabinet once per year, available at customers request and recommended in dusty areas like a horse barn to maintain image quality.

PURCHASE PRICE: The cost for Doyle Security Systems CCTV Quality Assurance Program will be \$53.00 per month and the initial purchase price will be \$4,227.00 plus any applicable sales tax. The Quality Assurance Program will remain in effect for 60 months but can be renewed at that time to continue the coverage on a monthly basis. This option is only available at time of purchase.

DEPOSIT: With either purchase option a 50 percent deposit is due when the contract is accepted, and the balance is due within ten (10) days of completion and sign-off of proposed work.

ELECTRICAL AND/OR BUILDING PERMIT FEES: Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost

ADDITIONAL SERVICES

Don't let your Camera system be off-line...

OPTION #1: VIDEO HEALTH MONITORING: This highly recommended Health Monitoring Service checks your DVR/NVR every hour to confirm the functionality of all cameras, storage HDD, and the network interface. It will send you an email notification when an irregularity is noticed. Receipt of an email notification does not automatically generate a service call. This service virtually eliminates the prospect of an event occurring and the system being non-functional. This service can be provided for a fee of \$15.00 per month.

NOTES:

- 1. This service requires a reliable internet connection.
- 2. Doyle Security Systems will not receive Emails. Email notifications are only sent to the customer.
- 3. Client is responsible for contacting Doyle Security Systems for service.
- 4. Automated email notifications will be sent to the client.

PLEASE NOTE:

The above proposal/pricing remains in effect for the next thirty days.

April 14, 2021 Work Session Agenda Item #10



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: <u>carmelrecreation@ci.carmel.ny.us</u> WEB: <u>http://www.carmelny.org</u>

DATE:	April 6, 2021
TO:	Carmel Town Board
	Carmel Town Hall
FROM:	James R. Gilchrist, CPRP
	Director, Recreation and Parks

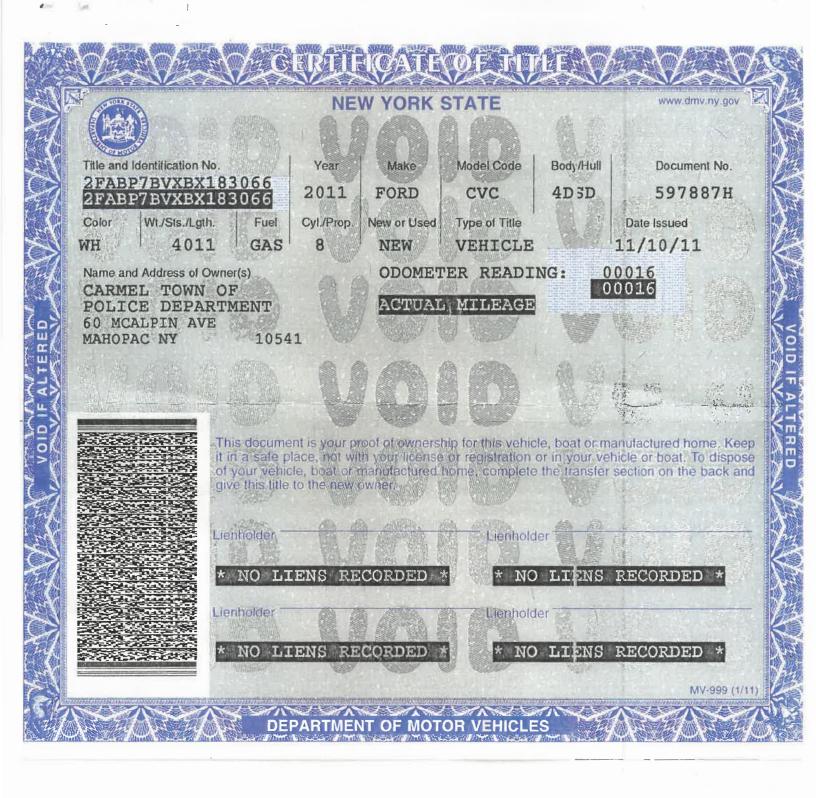
SUBJECT: Request to Dispose of Equipment

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

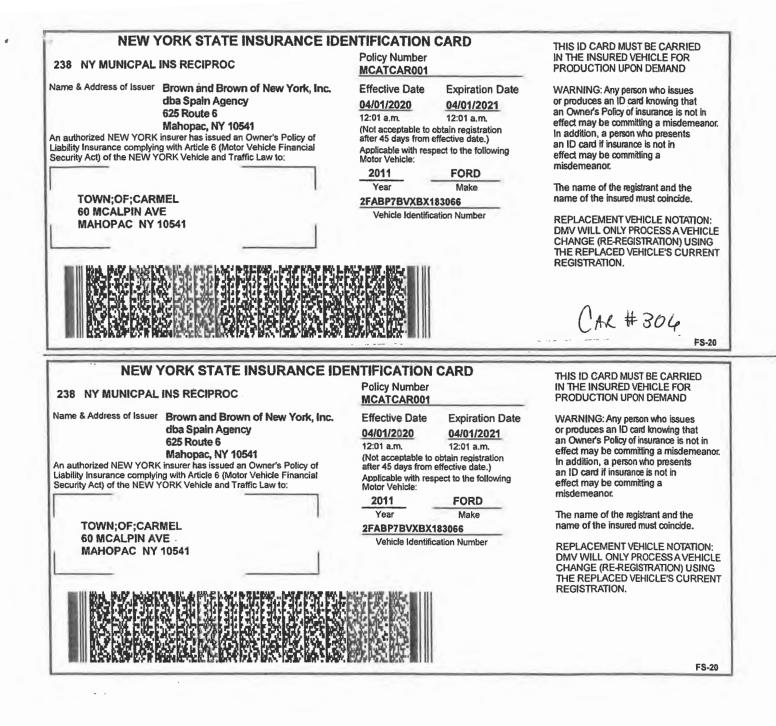
Car #306 – 2011 Ford Crown Victoria VIN# 2FABP7BVXBX183066

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



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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.
- DMV will not accept a faxed ID card without a scanable barcode

April 14, 2021 Work Session Agenda Item #11

JOHN B. CHERICO, ESQ.



February 24, 2021

Compton Spain, Esq., Chairman c/o Spain & Spain, PC 671 Route 6 Mahopac, New York 10512

Re: Lake Mahopac Park District Advisory Board Counsel

Dear Chairman Spain:

I hope this finds you and your family well and staying safe in 2021.

As you know from our prior interaction professionally, my name is John B. Cherico, Esq. I am reaching out to you now to respectfully request I be considered for a position as Prosecutor/Counsel to the Lake Mahopac Park District Advisory Board. Based on my experience as a former Assistant District Attorney in Westchester County, a current Village Prosecutor in Mamaroneck and as a civil litigator and criminal defense counsel going into my 27th year in private practice, I believe I am well-qualified for such a position. As a part-time Village Prosecutor, as a primary part of my weekly duties since 2012, in addition to having prosecuted New York State Police issued Vehicle & Traffic violations I prosecute all aspects of the Village's Municipal Code, Navigation Law, Transportation Law and Environmental Conservation Law violations including handling court calendars, motions, appeals and trial practice in connection therewith.

Since I was appointed Village Prosecutor nine years ago, I have always wanted the Board to feel they made a good decision and have done my job to the best of my ability. I am proud to say I have never missed a scheduled court date during my tenure. In this position and in my private practice in Westchester and Putnam Counties, through my regular interaction with the Judges, Court staff, defense counsel and members of law enforcement, I feel I have gained their respect. I further believe that I have represented my clients, and the Village, with integrity and treat all business owners, residents and all other individuals with whom I interact with dignity and respect. Always keeping in mind the goals of compliance and law enforcement, as Village Prosecutor I have tempered that with a sense of justice and fairness towards all. If given the opportunity to do so, I would like to do the same here.

As I reside in nearby North Salem, my children are for the most part grown and I have my own law firm in White Plains, I will make myself available as needed by the Board. Evening sessions, if required, do not present a problem for me. In fact, I could devote my attention to my duties with the Lake Mahopac Park District Advisory Board without interfering with regularly scheduled court appearances in my private practice.

In terms of my requested compensation for professional services rendered, while my current hourly billing rate in private practice of \$400.00/hr. is commensurate with my level of experience, for attorney time spent in this regard I would bill at the reduced rate of \$300.00/hr. This will be provided for in a formal retainer agreement upon request.

I have enclosed a professional resume for your review and welcome the opportunity to discuss further with you and the Board members at your convenience. If you would like to do so or have any questions, please feel free to e-mail me at johncherico@chericolaw.com or call me either on my cell number listed above.

Thank you for your time and attention, it is truly appreciated.

Very truly yours John B. Cherico, Esg.

JOHN B. CHERICO, ESQ.

312 Battle Ave, White Plains, New York 10606

(914) 948-2299 johncherico@chericolaw.com

PROFESSIONAL PROFILE

Village of Mamaroneck, Mamaroneck, New York Village Prosecutor, March 2012 – Present

> Prosecuted New York State Police and Mamaroneck Village Police Vehicle & Traffic violations as well as Transportation, Navigation, Environmental Conservation and Municipal Code violations handling all aspects of prosecution including calendars, motions, appeals and trial.

John B. Cherico, Esq. & Associates, PC, White Plains, New York Partner, February 1998 – Present

- Commercial and civil litigator; litigated numerous complex commercial, contract and matrimonial matters to achieve favorable settlements
- Defended thousands of felony and misdemeanor criminal cases including multiple jury and non-jury criminal trials to verdict.
- Responsible for overseeing the firm's active matrimonial and domestic relations practice in a general practice, litigation-based law firm.
- Represented client interests in all stages of civil and criminal proceedings.
- Researched and drafted memoranda of law in various aspects of divorce, custody/visitation and family offense issues.
- Drafted appellate briefs concerning criminal and civil procedure.
- Engaged in pre-trial discovery, depositions and motion practice in all phases of civil matters including commercial and matrimonial disputes.

Westchester County District Attorney's Office, White Plains, New York Assistant District Attorney, January 1994 – February 1998

- Handled the prosecution of thousands of criminal court cases, including independently taking multiple jury and non-jury cases to trial.
- Responsibilities included drafting accusatory instruments and complaints, motions and correspondence; handling arraignment and criminal court calendars, conducting evidentiary hearings and assisting in preparation of cases for felony hearings, grand jury presentations and trials.
- Regular interaction with defense counsel, State, Westchester County and local police departments as well as civilian witnesses for intake, investigation, hearing and trial preparation.

Westchester County District Attorney's Office, White Plains, New York

Legal Intern, Summer 1993

- Researched and drafted legal memoranda on procedural, evidentiary and discovery issues including correspondence to defense counsel & Judges.
- Drafted pretrial suppression motions and appellate briefs.
- · Participated in witness and crime victim preparation and interviews

Westchester County Department of Public Safety, Hawthorne, New York Public Safety / Peace Officer, Summer 1992

- Assisted members of Westchester County law enforcement patrol and supervise County-owned property at Ward Pound Ridge Reservation.
- Responsible for ensuring the safety and well-being of park guests and campers in 4,700-acre Westchester County owned reservation.
- Partnered with Westchester County Police, assisted in maintaining order and effecting arrests of unruly park patrons for misdemeanor and violation level criminal offenses; prepared incident and arrest reports.
- Assisted park staff, emergency medical personnel and park rangers in aided cases requiring medical attention, prepared incident/arrest reports.

Thacher Profitt & Wood, New York, New York Legal Assistant, July 1988 – August 1990

- Interacted with counsel, investment bankers and accountants of major financial institutions to put together and close commercial transactions.
- Summarized initial public offering documents for client review.
- Researched and assisted in preparation of opinion letters to be utilized by counsel and clients in determining viability of potential transactions.
- Prepared closing binders for complex mortgage-backed securities.

BAR ADMISSIONS

- Admitted to the New York State Bar 1994
- Admitted to the United States District Court for the Eastern District of New York 1994
- Admitted to the United States District Court for the Southern District of New York 1994
- Admitted to the United States District Court for the District of Connecticut -1994

EDUCATION

Quinnipiac University School of Law, Hamden, Connecticut Juris Doctor, May 1993

Villanova University, Villanova, Pennsylvania Bachelor of Arts in Psychology, May 1988 Dean's List – 4 Semesters

PROFESSIONAL ASSOCIATIONS

- Fmr. Board Member, Brehon Law Society of Westchester County
- Fmr. Board Member, Columbian Lawyers Association of Westchester County
- Center for Mediation in Law Training



Lake Casse Park District June 2021 Newsletter



Advisory Board Members:

John Aquina 🕈 Teresa DePace, 🕈 Stacey Kelly, 🕈 Kim Kugler, 🕈 Bill Siclari, 🕈 Scott Sterbens <u>Property Manager:</u> Terry Kelly

Hello Lake Casse Residents,

April 14, 2021 Work Session Agenda Item #12

It has been quite the year so we hope this letter finds you all well and safe. As we try to plan for the reopening of the summer season at Lake Casse we are still focused on the safety and well being of our residents. Please be mindful that we are still in a pandemic so safety guidelines, community events and activities are subject to change without advance notice. As we did last summer, we will continue to follow the guidance of the Putnam County Dept of Health to ensure everyone's safety. The following safety guidelines remain in place and we kindly ask all residents and their guests for their support in adhering to them while visiting the Lake Casse park/beach lake property:

- Lake Casse Park/Beach District will operate at 50% capacity, 30 person max.
- Each visitor must wear a face mask upon entering Lake Casse Park District.
- Please practice social distancing by staying 6 feet apart from non-family members.
- If the 6 feet social distancing rule can not be adhered to please wear your mask.
- Limited persons allowed in bathrooms/lower clubhouse. No congregating inside.
- Gate Guards will be checking resident passes and ID's.
- Please respect your neighbors and fellow residents space while visiting the lake.
- Any persons disregarding these guidelines will be asked to leave.
- Life Guards and Gate Guards will be enforcing social distancing and mask requirements. They are teenagers doing their job please DO NOT give them a hard time!

Please follow us on our facebook page, at

<u>https://www.facebook.com/LakeCasseCommunity/</u> for the most recent updates and status at the Lake Casse Park District. Join our email list to receive community updates by emailing <u>lakecasse@gmail.com</u> with your full name, address and a contact phone so you may be added.

> Thank you and Be safe, Lake Casse Advisory Board

BEACH PASSES

Enclosed you will find your (2) two 2021 Lake Casse Park District Beach Passes. Each beach pass allows up to 4 guests per pass. Keep them safe and write your family name on them. These are not transferable and can only be used by a park district resident. Please present your beach pass and ID to the gate guard to access the Lake Casse Park District.

<u>LIFEGUARDS</u> Needed for the upcoming 2021 Summer Season. Must be certified, 16 y/o or older and able to work from Memorial Day to Labor day. Please email <u>lakecasse@amail.com</u> if you are interested.

BE A GOOD NEIGHBOR

- Please pick up after your dog. If you are taking your dog for a walk at the lake, please be courteous and clean up after him/her.
- Please discard masks and trash in the trash cans. We all share the lake and want to keep it looking beautiful.

MEETING UPDATE

Our next **Community Meeting is TBA** - we are tentatively hoping for September but will keep you posted via Facebook with any updates.

*** Open Advisory Board Member Seat ***

The Lake Casse Advisory Board currently has an open seat. Residents who are interested in serving please email your resume and letter of interest to <u>lakecasse@gmail.com</u>. Deadline 5/1/21

BEAUTIFICATION PROJECTS

In the fall we began replacing old signage and installing the new signs around the Lake Casse district. That work will continue this spring until all signs have been replaced.

LAKE WATER HEALTH

So far the lake water is looking crystal clear!! Last summer the lake levels remained low all summer due to some dam repairs at the south end of the lake. That may have had a positive effect on the lake conditions for this summer and are hoping for a blue green algae free lake this summer. Let's keep fingers crossed! Meanwhile, in an effort to protect the health of our lake, we remain diligently working with the PCDOH reporting any suspicious odors or water seepage from the roads or properties leading into the lake. Dumping of chemicals or debris in storm drains on the roads is forbidden. Please monitor the regulations of fertilizer use on your lawns even if you do not live on the lakefront. Everything runs down hill and into storm drains. If you see or smell something please report it immediately to the PCDOH at 845-808-1390. We need everyone to take part in staying vigilant on the health of our lake.

Please monitor Facebook, email and bulletin boards for Lake Casse status updates.

CLUBHOUSE RENTALS

The clubhouse is AVAILABLE for rentals at a 50% person capacity.

The clubhouse is only available to Lake Casse residents. The cost is \$250 + \$150 refundable security deposit. Any questions regarding rentals contact Terry Kelly (845) 628-6200 and leave a message or email <u>lakecasse@gmail.com</u>







- July 4th Summer Kick off Celebration
 - Movie Night at the Lake Date TBA

Please check Facebook and bulletin boards for more events to come, details and updates as we navigate the summer safely!

Contact us: <u>lakecasse@gmail.com</u> to join our email list to receive community updates. Visit us: <u>https://www.facebook.com/LakeCasseCommunity/</u>

April 14, 2021 Work Session Agenda Item #13

From:StaceyTo:Pasquerello.AnneSubject:Re: Lake Casse newsletters & Lifeguard ratesDate:Thursday, April 8, 2021 9:55:06 AM

Hi Anne

Here are the payrates for the upcoming season.

Lifeguards pay will be \$14 to \$18 per hour Gate guard pay will be \$13 to \$18 per hour

Any questions please let me know.

Terry Kelly

On Thu, Apr 8, 2021 at 8:50 AM Pasquerello, Anne <<u>amp2@ci.carmel.ny.us</u>> wrote: