

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

FRANK D. LOMBARDI
Town Councilman
Deputy Supervisor

60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 • Fax (845) 628-6836
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KATHLEEN KRAUS
Receiver of Taxes

JOHN D. LUPINACCI
Town Councilman
SUZANNE MC DONOUGH
Town Councilwoman
JONATHAN SCHNEIDER
Town Councilman

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

PUBLIC HEARING / TOWN BOARD WORK SESSION

Wednesday, September 9, 2015 7:00pm

Pledge of Allegiance – Moment of Silence

6:15pm Executive Session:

1. Engineering Personnel

PH# 1 Public Hearing: On a Proposed Local Law to Amend the Code of the Town of Carmel, Chapter 114, Thereof, Entitled "Property Maintenance"

1A. SEQR Review

1B. Res: Making SEQR Determination

1C. Consider Motion to Enact Law

2. Res: In the Matter of the Increase and Improvement of Facilities of Carmel Sewer District #1 in the Town of Carmel
3. Res: Authorizing the Issuance of \$1,112,310 Bonds of the Town of Carmel, Putnam County, New York, to Pay the Cost of the Increase and Improvement of the Facilities of Carmel Sewer District #1 in the Town of Carmel
4. Res: Authorizing Purchase of Primary Clarifier Drive Carmel Sewer District #2 Wastewater Treatment Plant

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

Town Board Work Session:

1. Review of Town Board Minutes, August 5, 19, and 26, 2015
2. Consider Additions to the Active List of the Mahopac Volunteer Fire Department
3. Richard Franzetti, PE, Town Engineer – Consider Bond Reduction – TM# 63.-1-16 (48,300)
4. Richard Franzetti, PE, Town Engineer – Consider Request to Attend Seminar (Southeast NY Stormwater Conference – October 15, 2015 \$100)
5. Richard Franzetti, PE, Town Engineer – Consider Bond Return – RPK Precision Homes TM#55.14-1-5.1-5.5 & 55.10-1-23-25 (\$150,000)

- **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 per Speaker for Town Residents, Property Owners & Business Owners Only)**
- **Town Board Member Comments**
- **Adjournment**

Executive Session:

1. **Police - Personnel**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Carmel will conduct a Public Hearing at the Town Hall, 60 McAlpin Avenue, Mahopac, New York 10541 on Wednesday, September 9, 2015 at 7:00 p.m. or as soon thereafter that evening as possible on a Local Law amending Chapter 114 of the Code of the Town of Carmel entitled Property Maintenance; as follows:

**PROPOSED LOCAL LAW # _____ OF THE YEAR 2015
A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF CARMEL,
CHAPTER 114, THEREOF, ENTITLED "PROPERTY MAINTENANCE"**

BE IT ENACTED by the Town Board of the Town of Carmel, County of Putnam, State of New York as follows:

SECTION 1

This Local Law shall be known as 2015 Amendments to Chapter 114 entitled PROPERTY MAINTENANCE.

SECTION 2. Section 114-7 of Chapter 114 of the Code is hereby amended to read as follows:

114-7 Responsibility for Violations

- A. The duties, responsibilities and obligations prescribed within this Chapter shall be applicable and enforceable against any person who may create, cause, maintain or cause to, permit to, continue or to fail to abate, correct or remove any condition(s) prohibited under this Chapter. For the purposes of this Chapter, any person shall be deemed to include the owner; occupant; tenant; contractor; mortgagee or vendee in possession; mortgagee when the subject property has deteriorated in contravention to the provisions of this Chapter; mortgagee which has commenced the foreclosure process; assignee of rents; receiver; executor, trustee; or any other person firm or corporation directly or indirectly in control of any subject property pursuant to this Chapter.
- B. Owners of property shall be responsible for compliance with the provisions of this Chapter and shall remain responsible therefore regardless of the fact that this Chapter may also place responsibilities on occupants, tenants, contractors, mortgagees and others, regardless of any agreements between owners, occupants, tenants, contractors mortgagees or others as to which party may assume such responsibility.
- C. Whenever any person or persons shall be in actual possession of or have charge, care or control of any property within the Town of Carmel as executor, administrator, trustee, guardian or agent, such person shall be deemed and taken to be the owner or owners of said property within the true intent and meaning of this Chapter and shall be bound to comply with the

provisions of this Chapter to the same extent of the record owner.

- D. The Mortgagee shall immediately notify the Town of Carmel in writing of its notice to the owners failure to maintain the property in accordance with the provisions of this Chapter. Upon the commencement of foreclosure proceedings the mortgagee shall also immediately notify the Town of Carmel in writing of such action.

SECTION 3. Section 114-15 of Chapter 114 of the Code is hereby amended to read as follows:

114-15 Action upon noncompliance

- A. Upon the failure, neglect or refusal of any owner; occupant; tenant; contractor; mortgagee etc., to properly comply with the provisions of this Chapter within the time period prescribed in any order of the Building Inspector, or upon authorization from the Town Board of the Town of Carmel, the Building Inspector is hereby authorized and empowered to correct or cause to be corrected such violations(s).
- B. Where the Town of Carmel has effected the correction of such violation(s) and/or has paid for the correction and/or removal of such violation(s), the actual cost thereof, including all costs incurred by the Town of Carmel and its Building Inspector in the enforcement of this Chapter, and procurement of all such contractor services to effect such correction or compliance, plus the accrued legal rate of interest per annum from the date of the completion of the work, if not paid for by such owner, occupant, tenant, contractor, mortgagee, etc. prior thereto, shall be charged by the Town of Carmel and shall become due and payable by said owner, occupant, tenant, contractor, mortgagee, etc.
- C. When the full amount due the Town of Carmel is not paid by such owner, occupant, tenant, contractor, mortgagee, etc. within twenty (20) days after the correction of such violations as set forth in subsections A and B above, then Building Inspector shall cause to be filed in the office of the Town Clerk a sworn statement showing the costs and expenses incurred as set forth in subsection B, the dates of all work performed and the location of the subject property by section, block and lot number together with the name of the responsible owner, occupant, tenant, contractor and mortgagee etc. The filing of such sworn statement shall constitute a lien on the property and shall remain in full force and effect for the amount due in principal and interest, plus legal fees incurred until such final payment has been made. Said costs and expenses shall be collected in the manner fixed by law for the collection of taxes, and further shall be subject to a delinquent penalty at the legal rate of interest in the event that the same is not paid in full on or before the date the tax bill upon which such charge appears delinquent. Sworn statements filed in accordance with the provisions of this Chapter shall be prima facie evidence that all legal formalities have been complied with and any work has been properly

performed and shall be full notice to every party concerned that the amount set forth therein, plus interest constitutes a charge against the property designated and described therein and that same is due and collectible as provided by law.

SECTION 4 HOME RULE

Nothing in this Local Law is intended, or shall be construed (a) to limit the home rule authority of the Town under State Law to limit the Town's discretion in setting fees and charges in connection with any applications requiring Town approval.

SECTION 5 SEVERABILITY

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Carmel hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 6 Effective Date

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

At said Public Hearing, all interested persons shall be heard on the subject thereof. The Town Board will make every effort to assure that the Public Hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

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

#1A

617.20

Appendix B

Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Town of Carmel							
Name of Action or Project: Local Law Amending Chapter 114 Entitled "Property Maintenance"							
Project Location (describe, and attach a location map): Town-wide within the boundaries of the Town of Carmel							
Brief Description of Proposed Action: Amendments to Town of Carmel Town Code Chapter 114 specifically relating to the maintenance of mortgaged real property which is either in default and/or foreclosure as well as the ability of the Town of Carmel to recover the costs incurred in the enforcement of this Chapter.							
Name of Applicant or Sponsor: Town of Carmel c/o Kenneth Schmitt, Town Supervisor		Telephone: 845-628-1500					
		E-Mail: ks@ci.carmel.ny.us					
Address: 60 McAlpin Avenue							
City/PO: Mahopac		State: NY	Zip Code: 10541				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1"><tr><th>NO</th><th>YES</th></tr><tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr></table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1"><tr><th>NO</th><th>YES</th></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td></tr></table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? _____ n/a acres							
b. Total acreage to be physically disturbed? _____ n/a acres							
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ n/a acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input type="checkbox"/> NO <input type="checkbox"/> YES		

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Carmel	9/9/15
Name of Lead Agency	Date
Kenneth Schmitt	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Gregory L. Folchetti, Town Counsel
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

#1B

SEQR DETERMINATION OF SIGNIFICANCE NEGATIVE DECLARATION

WHEREAS, the Town Board of the Town of Carmel is considering enacting a local law to protect and enhance the public health and welfare of the Town of Carmel by making miscellaneous revisions and amendments to the Town of Carmel Zoning Code, Chapter 114,; and

WHEREAS, this local law has been developed to promote and enhance the health, safety and general welfare of the persons and property of the Town of Carmel; and

WHEREAS, the project is defined as an Unlisted Action; and

NOW THEREFORE BE IT RESOLVED, that pursuant to Part 617 of the SEQR Regulations, the Town of Carmel Town Board hereby designates its intention to serve as Lead Agency for the SEQR Review of this Unlisted Action, and in this capacity will conduct an Uncoordinated Review.

BE IT FURTHER RESOLVED, that pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law, the Lead Agency has determined that the proposed Unlisted Action will not have a significant effect on the environment for the reasons enumerated in the attached Negative Declaration Form.

Resolution

Offered by: _____

Seconded by: _____

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

SEQR

617.21

Appendix F

State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number _____

Date September 9, 2015

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town of Carmel, Town Board as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action:

A LOCAL LAW AMENDING CHAPTER 114 ENTITLED "PROPERTY MAINTENANCE " specifically section 114-7 AND 114-15 thereof."

SEQR Status:

Type I

Unlisted X

Conditioned Negative Declaration:

Yes

No X

Description of Action:

The proposed action involves enacting a protect and enhance the public health and welfare of the Town of Carmel by making miscellaneous revisions to the Town of Carmel Zoning Code, Chapter 114 specifically relating to the maintenance of mortgaged real property which is either in default and/or foreclosure as well as the ability of the Town of Carmel to recover the costs incurred in the enforcement of this Chapter.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

Town of Carmel, Putnam County

REASONS SUPPORTING THIS DETERMINATION:

The action involves enacting a local law to protect and enhance the public health and welfare of the residents Town of Carmel protect and enhance the public health and welfare of the Town of Carmel by making miscellaneous revisions to the Town of Carmel Zoning Code, Chapter 114, 114 specifically relating to the maintenance of mortgaged real property which is either in default and/or foreclosure as well as the ability of the Town of Carmel to recover the costs incurred in the enforcement of this Chapter.

This local law has been prepared to protect and enhance the health, safety and welfare of the residents of the Town of Carmel.

As a result, it can be concluded that the proposed action will not result in any significant adverse environmental impacts.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person: Kenneth Schmitt, Supervisor
Address: Town Hall, 60 McAlpin Avenue, Mahopac, NY 10541
Telephone Number: 845-628-1500

For Type I Actions and Conditioned Negative declarations, a Copy of the Notice sent to:

Commissioner, Dep't of Environmental Conservation, 50 Wolf Road, Albany, NY 12233-0001
NYSDEC Region 3, 21 South Putt Corners Road, New Paltz, NY 12561
Supervisor, Town of Carmel, Town Hall, 60 McAlpin Avenue, Mahopac, NY 10541

#2

RESOLUTION IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF FACILITIES OF CARMEL SEWER DISTRICT #1 IN THE TOWN OF CARMEL

WHEREAS, the Town Board of the Town of Carmel, Putnam County, New York, has duly caused to be prepared a map, plan and report including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Carmel Sewer District No. 1, in the Town of Carmel, Putnam County, New York, being the reconstruction of sewer lines for infiltration and inflow remediation, including original furnishings, equipment, machinery, apparatus, appurtenances, and other incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$1,112,310 and

WHEREAS, at a meeting of said Town Board duly called and held on August 5, 2015, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of facilities of Carmel Sewer District No. 1 in said Town at a maximum estimated cost of \$1,112,310, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Mahopac, New York, in said Town, on August 26, 2015, at 7:00 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE,

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

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the increase and improvement of the facilities of Carmel Sewer District No. 1, in the Town of Carmel, Putnam County, New York, consisting of the reconstruction of sewer lines for infiltration and inflow remediation, including original furnishings, equipment, machinery, apparatus, appurtenances, and other incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$1,112,310.

Section 2. This Order shall take effect immediately.

Resolution

Offered by: _____

Seconded by: _____

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

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purpose is \$1,112,310, which class of objects or purposes is hereby authorized at said maximum estimated cost and that the plan for the financing thereof is by the issuance of the \$1,112,310 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purpose is forty years, pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said Town of Carmel, Putnam County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Carmel Sewer District No. 1 in the manner provided by law, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

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

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at his sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State

Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purpose described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

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

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a

long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Resolution

Offered by: _____

Seconded by: _____

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

#4

RESOLUTION AUTHORIZING PURCHASE OF PRIMARY CLARIFIER DRIVE CARMEL SEWER DISTRICT #2 WASTEWATER TREATMENT PLANT

WHEREAS, Town Engineer Richard J. Franzetti, P.E. and Carmel Sewer District #2 Wastewater Treatment Plant Operator Severn Trent Environmental Services (STES) have advised the Town Board of the Town of Carmel that the secondary clarifier drive at the Carmel Sewer District #2 Wastewater Treatment Plant is in failure and in need of replacement; and

WHEREAS, the Town Engineer has further advised the Town Board that the need for replacement of the failing clarifier drive is emergency in nature for purposes of SPDES permit compliance and for Wastewater Treatment Plant function, which exempts the Town of Carmel from compliance with the competitive bidding requirements of the New York State General Municipal Law;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of Carmel Sewer District #2, hereby authorizes the acceptance of the proposal of GMH Associates, Trenton, NJ dated September 3, 2015 for the purchase of said clarifier drive equipment at a cost not to exceed \$59,062.69; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all budget transfers necessary to effectuate this authorization.

Resolution

Offered by: _____

Seconded by: _____

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

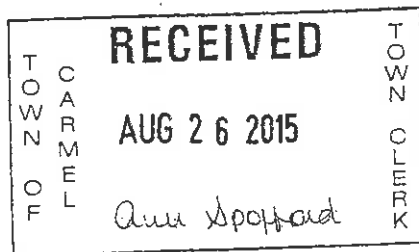


**MAHOPAC VOLUNTEER FIRE
DEPARTMENT**
Office of the President

CC: Supervisor
Legal Counsel
Assessor
WS#2

President
Vincent Roberto Jr

Vice President
Frank Egelsen Jr



Post Office Box 267
Mahopac, NY 10541

Fire Headquarters
(845) 628-3160
Fax: (845) 628-2174

Ann Spofford, Town Clerk
Town of Carmel
60 McAlpin Ave.
Mahopac, New York 10541

August 25, 2015

☒ Work Session 9/9/15

☐ Agenda _____

Dear Mrs. Spofford:

The following person has been added to the Roles of the Mahopac Volunteer Fire Department.

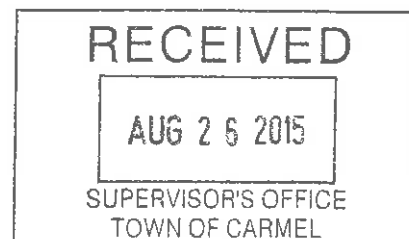
Lauren Icken

[REDACTED]
Carmel, NY 10512
[REDACTED]

Respectfully Submitted

Farah Fieldale,
Corresponding Secretary

Page 1 of 1



HAROLD GARY
Chairman
CRAIG PAEPER
Vice-Chair

BOARD MEMBERS
CARL GREENWOOD
ANTHONY GIANNICO
DAVE FURFARO
CARL STONE
KIM KUGLER

**TOWN OF CARMEL
PLANNING BOARD**



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 - Ext. 190
www.ci.carmel.ny.us

orig: Town Clerk
cc: Town Couns. ✓
W/S ✓ 9/3 BC

MICHAEL CARNAZZA
Director of Code
Enforcement

RICHARD FRANZETTI, P.E.
Town Engineer

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

WS#3

☒ Work Session 9/9/15

☐ Agenda _____

MEMORANDUM

To: Town Board

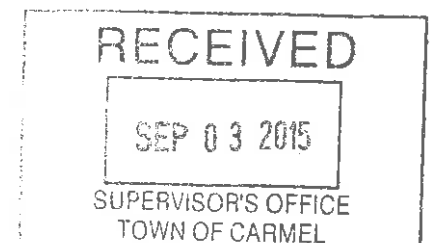
From: Rose Trombetta

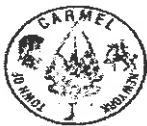
Date: August 28, 2015

Subject: **Bond Reduction** – Jordano/Gervasi Subdivision – 182 Bullet Hole
Road – TM – 63.-1-16 – Bond Register #692

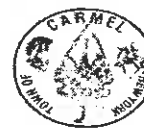
On August 26, 2015, the Planning Board passed a motion to recommend a bond reduction of the above captioned property.

Attached is a fully executed bond application form, Town Engineer, Richard Franzetti's memo dated July 31, 2015 and Director of Code Enforcement, Michael Carnazza's memo dated August 26, 2015.





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



Subdivision - Site Plan Bond Application

Bond Amount	<u>\$48,300.00</u>
Inspection Fee	<u>N/A</u>

Bond Register No	<u>692</u>
Tax Map #	<u>63.-1-16</u>
Filing Date	<u>08-28-15</u>

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$ \$48,300.00. Said bond was fixed by Resolution of the Planning Board/Environmental Conservation Board on (date) 06/01/05 for the construction and completion of improvements described on a map on file with the Planning Board.

Applicant's Name: John R. Jordano & Michelle Gervasi

Applicant's Address: 182 Bullet Hole Road, Mahopac, NY 10541

Applicant's Telephone Number: 845-521-7570

Email: _____

Map Entitled: Jordano Subdivision

Property Address: Bullet Hole Road

Last Revised 01/08/05

Applicant's Signature _____

Town Engineer's Signature _____

Bonding Company Mahopac National Bank

Bond # 022142240

Bond Expires _____

The above application is in order and is approved this _____ day of _____ 20____.

By _____

Chairman, Planning Board

By _____

Chairman, Environmental Conservation Board

Application for Bond Return _____

Bond Reduction <u>xxxx</u>

The undersigned hereby applies for bond ~~return~~/reduction heretofore filed in accordance with the Town of Carmel regulations and hereby affirms that he has completed the required improvements in accordance with the specifications applicable hereto for bond ~~return~~/reduction.

Date 8/28/15 Applicant's Signature Michelle Gervasi

I inspected the improvements on the above captioned site during construction and after completion and hereby authorize the bond filed by Jordano/Gervasi to be reduced to \$22,000.00.

Date 8/29/15 Town Engineer's Signature [Signature]

OR P.B. Chairman [Signature]

I have inspected the above mentioned improvements and find same to meet the applicable specifications and hereby recommend that the applicant be completely released from the obligation of said bond.

Date _____ Town Engineer's Signature _____

Date _____ Planning Board Chairman _____

Date _____ Environmental Conservation Board Chairman _____

Approved by the Town Board at a meeting on _____

Richard J. Franzetti, P.E.
Town Engineer



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

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

MEMORANDUM

To: Carmel Planning Board

CC: Mike Carnazza, Director of Code Enforcement

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

Date: July 31, 2015

Re: Jordano/Gervasi Subdivision Bond Return -TM # 63.1-16

The Engineering Department (Department) received the attached bond return request regarding the referenced project.

This Department performed a field inspection of the referenced property on July 29, 2015, to evaluate the current status of the site construction, for the purpose of determining whether a bond reduction is warranted. The results of our investigation are presented below.

The original bond amount posted was \$48,300.00. Based upon our inspection, all of the site improvements required pursuant to the Board's Site Plan approval have now been completed with the exception of the paving of the common driveway. On this basis, this Department recommends that the bond be reduced to 22,000.00. Upon completion of the common driveway paving per the approved subdivision plan, the remainder of the bond can be returned.

We trust that this is adequate for your needs. If you have any questions, please don't hesitate to contact me.

Michael G. Carnazza
Director of Code Enforcement

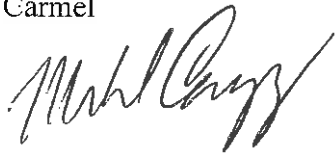


Ken Schmitt
Supervisor

60 McAlpin Avenue
Mahopac, New York 10541

MEMORANDUM

TO: Chairman Harold Gary and Members of the Town of Carmel
Planning Board.

FROM: Michael G. Carnazza, Director of Code Enforcement 

DATE: August 26, 2015

RE: Bond Reduction for Jordano/Gervasi
Tm# 63.-1-16

-
- The Building Dept. has no objection to the reduction in the bond. At this time, there are no zoning violations.

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

WS#4

MEMORANDUM

To: Carmel Town Board

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

Date: September 1, 2015

Re: Request to attend Conference

☒ Work Session 9/9/15

☐ Agenda _____

Attached please find the program outlines discussing an upcoming conference which I respectfully request would like to attend:

1. Southeast NY Stormwater Conference. Sponsored by the Lower Hudson Coalition of Conservation Districts on October 15, 2014 at the Dutchess Manor. The seminar's focus is on stormwater management and will address the topics related to green infrastructure design and retrofits and phosphorus load reduction strategies

The cost for this one (1) day seminar is \$100.00.

There are sufficient funds in the Engineering Departments budget to cover the cost for these conferences (Line 100.1440.0047 – Engineering Training Exp. \$445.00).

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

Registration Form

Please register by clipping and returning this form with your payment. You can also register on-line with a credit card at www.lhccd.net.

Name _____

Affiliation/Business _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax _____

Please indicate which breakout sessions you plan to attend.

9:45 AM ☐ A or ☐ B
11:00 AM ☐ A or ☐ B
1:00 PM ☐ A or ☐ B

Registration Fee:

On or before September 24: \$ 100.00
After September 24: \$ 125.00

Registration includes breakfast, lunch, and coffee breaks

Payment Options:

Check or Purchase Order:

Make payable to Dutchess County SWCD

Mail this form & payment to:
Dutchess County SWCD
Attn: Conference
2715 Route 44, Suite 3
Millbrook, NY 12545

Credit Card:

Register on-line at www.lhccd.net

Pay by credit card through Paypal on our website.
(No Paypal account required)

Sorry, no refunds after October 6. Purchase orders and vouchers will be charged even if you do not attend.

Registration questions? Contact Jennifer Lusk at
dutch@dutchessswcd.org or 845-677-8011 x3

Professional Development Credits

We expect that Professional Development Credits will be available for Landscape Architects, Professional Engineers and Certified Floodplain Managers pending review of this agenda. A self-certification form will be available for planning board members and other municipal representatives to submit to their municipality for credit consideration. Please visit www.lhccd.net for updates and more information.

Conference Venue



The Dutchess Manor
263 Route 9D
Beacon, NY 12508
845-831-3650

www.dutchessmanor.com

Overnight accommodations may be found
nearby
in Newburgh and Fishkill.

15th Annual

Southeast New York Stormwater Conference and Trade Show



OCTOBER 14, 2015

Beacon, New York

presented by

The Lower Hudson Coalition of
Conservation Districts



www.lhccd.net

Including Soil and Water Conservation
Districts in the counties of
Albany, Columbia, Dutchess, Greene,
Orange, Putnam, Rockland, Ulster,
Westchester and New York City

SOUTHEAST NEW YORK STORMWATER CONFERENCE
OCTOBER 14, 2015
DUTCHESS MANOR - BEACON, NY

AGENDA

8:00 Conference Check-In and Continental Breakfast

8:30 Welcome and LHCCD Update

8:45 Using Urban Trees for Stormwater Management: The State of the Science
Peter MacDonagh, FASLA, PLA, ISA, LEED, RHS - Kestrel Design Group/University of Minnesota

9:45 Breakout session I

A: Protecting Our Drinking Water Through Stream and Sewer Restoration
Elaine Labate, PE - Hazen and Sawyer

B: The Bard College Regional Green Infrastructure Demonstration Project
Barbara Z. Restaino, RLA - Restaino Design Landscape Architecture, PC

10:45 Break

11:00 Breakout session II

A: Stormwater Management through Temporary Vacant Land Conversion
Bryan Quinn, RLA - One Nature LLC
Ownership and Management of Vacant Lots Repurposed for Stormwater Capture in Syracuse, NY
Paul M. Harris and Hongbin Gao - Atlantic States Legal Foundation

B: Planning and Designing for Green Infrastructure in the Public Right of Way
Terra Ishee - New York City Department of Transportation
Rosanna Collars, ENV SP, LEED AP, BD+C - Arup
High Performance Modular Biofiltration Systems: A "2nd Generation" Solution for Stormwater Management
Scott Gorneau - Stormwater Solutions

12:15 Lunch

12:45 Statewide Floodplain Management Training in New York
Cleighton D. Smith, PE, CFM - Bergmann Associates
Bill Nechamen, CFM - New York State Department of Environmental Conservation

1:00 Breakout session III

A: How's the Water? Riverkeeper's Water Quality Monitoring Results to Date
Dan Shapley - Riverkeeper
Realistically Managing Urban Sewershed Floatables and Emerging Microplastics Pollution
Joshua Kogan, PE - US EPA Region 2

B: Erosion & Sediment Control on Construction Sites
Doug McCluskey - Everett J. Prescott

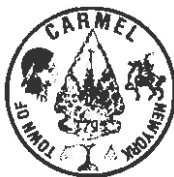
2:15 Break

2:30 Stormwater Management and Natural Hazard Mitigation – Leveraging Complementary Programs
Jonathan Raser, CFM - Tetra Tech, Inc.

3:30 Conference Ends

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

☒ Work Session 9/9/15
☐ Agenda _____

To: Carmel Town Board

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

☒ Work Session 9/9/15

Date: August 26, 2015

☐ Agenda _____

Re: Bond Return- RPK Precision Homes- TM#55.14-1-5.1-5.5 & 55.10-1-23-25

Attached please find a memo from Rose Trombetta with all relevant back up information. This is essentially a swap of letters of credit. The project was first approved as a conventional 8 lot subdivision. The bond estimate for the work was set at \$150,000.00. The applicant then received approval from the Planning Board for a 50 unit Senior Citizen Housing project, requiring significantly more infrastructure improvement, thus raising the bond estimate to \$773,000.00, which is based upon a Bond estimate prepared by this department. This department has no objection to return of the original Letter of Credit for \$150,000.00 and the posting of the new Letter of Credit of \$773,000.00.

HAROLD GARY
Chairman
CRAIG PAEPRER
Vice-Chair

BOARD MEMBERS
CARL GREENWOOD
ANTHONY GIANNICO
DAVE FURFARO
CARL STONE
KIM KUGLER

**TOWN OF CARMEL
PLANNING BOARD**



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

MICHAEL CARNAZZA
*Director of Code
Enforcement*

RICHARD FRANZETTI, P.E.
Town Engineer

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

MEMORANDUM

To: Town Board

From: Rose Trombetta

Date: July 15, 2015

Subject: Bond Return – RPK Precision Homes, Inc. – T.M. - 55.14-1-5, etc.
Seminary Hill Rd & Mechanic Street – Bond Register #656

The applicant is requesting his original Irrevocable Letter of Credit in the amount \$150,000.00, #200310, be returned and substituted with an Irrevocable Letter of Credit #530001611 in the amount of \$773,000.00, dated June 24, 2015 as per the Planning Board's resolution dated December 14, 2011.

Attached is a fully executed bond application form, copies of both Irrevocable Letters of Credit #200310 and #530001611, Engineering Department's new performance bond amount, Town Engineer, Richard Franzetti's memo dated August 26, 2015 and Director of Code Enforcement, Michael Carnazza's memo dated August 13, 2015.



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



Subdivision - Site Plan Bond Application

Bond Amount	<u>\$150,000</u>
Inspection Fee	<u>N/A</u>

Bond Register No	<u>656</u>
Tax Map #	<u>55.14-1-5, etc</u>
Filing Date	<u>7/15/15</u>

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$\$150,000. Said bond was fixed by Resolution of the Planning Board/~~Environmental Conservation Board~~ on (date) 4/3/02 for the construction and completion of improvements described on a map on file with the Planning Board.

Applicant's Name: RPK Precision Homes, Inc. c/o Panny & King

Applicant's Address: 41 Kaitlin Drive, Mahopac, NY 10541

Applicant's Telephone Number: 914-490-4493 Email: _____

Map Entitled: RPK Precision Homes Property Address: Seminary Hill Road & Mechanic St Last Revised _____

Applicant's Signature _____

Town Engineer's Signature [Signature]

Bonding Company Mahopac National Bank Bond # 200310 - letter of credit Bond Expires _____

The above application is in order and is approved this 23 day of July, 2015.

By Nawod Gary By _____

Chairman, Planning Board

Chairman, Environmental Conservation Board

Application for Bond Return	<u>XXX</u>
-----------------------------	------------

Bond Reduction	_____
----------------	-------

The undersigned hereby applies for bond return/reduction heretofore filed in accordance with the Town of Carmel regulations and hereby affirms that he has completed the required improvements in accordance with the specifications applicable hereto for bond return/reduction.

Date 7/22/15 Applicant's Signature [Signature]

I inspected the improvements on the above captioned site during construction and after completion and hereby authorize the bond filed by _____ to be reduced to _____.

Date _____ Town Engineer's Signature _____

OR

I have inspected the above mentioned improvements and find same to meet the applicable specifications and hereby recommend that the applicant be completely released from the obligation of said bond.

Date _____ Town Engineer's Signature _____

Date _____ Planning Board Chairman _____

Date _____ Environmental Conservation Board Chairman _____

Approved by the Town Board at a meeting on _____



Mahopac National Bank
1441 Route 22
Brewster, NY 10509
(845) 278-1000 "LENDER"

BENEFICIARY
The Town of Carmel

ADDRESS
Carmel Town Hall, 60 McAlpin Ave.
Mahopac, NY 10541
TELEPHONE NO.
(845) 628-1500

IDENTIFICATION NO.

**IRREVOCABLE
LETTER OF
CREDIT**

NO.: 200310

CUSTOMER RPK Precision Homes, Inc. ADDRESS c/o Roy King, 10 Fox Trail Mahopac, NY 10541 TELEPHONE NO. (845) 621-1824 IDENTIFICATION NO. 06-1420928	EXPIRATION DATE This Letter of Credit shall expire upon the earlier of: 1. the close of business on <u>January 23, 2007</u> and all drafts and accompanying statements or documents must be presented to Lender on or before that time; or 2. the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn.
--	--

Lender hereby establishes at the request and for the account of Customer, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred Fifty Thousand and no/100

Dollars (\$ 150,000.00).

These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or such other address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT THE CUSTOMER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

1. DRAFT TERMS AND CONDITIONS

Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Receipt of a signed statement of the Town Board of the Town of Carmel that drawing is due to default or failure by RPK Precision Homes, Inc. to complete the construction of the improvements, with respect to the property off Seminary Hill Road, Tax Map # 55.14-1-5, as shown on the plans approved by the Town of Carmel Planning Board in accordance with all applicable municipal regulations.

Approved plans as mentioned in the foregoing paragraph of this Letter of Credit were prepared by Putnam Engineering, PLLC on February 4, 2002 with the final plat revised on July 11, 2002.

Upon Lender's honor of such drafts, Lender shall be fully discharged of its obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn. If a non-conforming demand is made, Lender shall notify Beneficiary of its dishonor on or before the time specified in Paragraph 5 below.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

2. USE RESTRICTIONS

All drafts must be marked "DRAWN UNDER Mahopac National Bank

IRREVOCABLE LETTER OF CREDIT NO. 200310 DATED January 23, 2005," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's Transferee (if this Letter of Credit is transferable) may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws ☐ are permitted ☒ are not permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

3. PERMITTED TRANSFEREES

☐ If checked, this Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The Transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the Transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

☒ If checked, the right to draw under this Letter of Credit shall be nontransferable, except for:

- A transfer (in its entirety, but not in part) by direct operation of law to the original Beneficiary's administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law; and
- The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

4. TRANSFEREE'S REQUIRED DOCUMENTS

When the presenter is a permitted Transferee under paragraph 3 above, the documents required for a draw shall include:

- A. All documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by paragraph 3; and
- B. When the presenter is a permitted Transferee under paragraph 3.A. or a third party under paragraph 3.B., a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

5. TIMING OF DISHONOR

Lender may rely upon any reason for dishonor which it communicates to Beneficiary or the presenter within three (3) Banking Days after Lender has received the last document forming Beneficiary's presentment (the "Three-Day Period"). Lender shall be entitled to rely upon such reason without regard to either (i) the timing of any presentment made before the Expiration Date, or (ii) the timing inside the Three-Day Period of any preliminary communication(s) from Lender concerning the dishonor decision or any reason for dishonor. For any reason for dishonor given during the Three-Day Period, Lender shall be conclusively deemed to have met the "reasonable time", "without delay", and other timing requirements as the Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No.500, as most recently published by the International Chamber of Commerce (the "UCP") may impose. The Expiration Date shall not be extended to accommodate a presentment made less than three (3) Banking Days before the Expiration Date, and Beneficiary shall not be entitled to submit a draw request or provide Lender with any documents in support of a draw after the Expiration Date. Lender shall not be required to communicate a dishonor decision or its reasons within a time less than the Three-Day Period. "Banking Day" means any day, except Saturday, on which commercial banks located in New York are open.

6. COMPLIANCE BURDEN

Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary; and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

7. NON-SEVERABILITY

If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

8. CHOICE OF LAW/JURISDICTION

This Letter of Credit is subject to the UCP. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of New York, United States of America, except to the extent such laws are inconsistent with the UCP. Lender and Beneficiary consent to the jurisdiction and venue of any court selected by Lender in its discretion located in the State of New York in the event of any legal proceeding under this Letter of Credit.

9. EXPIRATION

Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Lender on or before the Expiration Date.

Dated: January 23, 2005

LENDER: Mahopac National Bank

By: 
John Kraus
Regional Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
------	---------------	--------------------	----------------------

IRREVOCABLE LETTER OF CREDIT

Borrower: R.P.K. Precision Homes, Inc.
41 Kaitlin Drive
Mahopac, NY 10541

Lender: Mahopac Bank
1441 Route 22
Brewster, NY 10509

Beneficiary: Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

NO.: 530001611

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 06-24-2017 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

This Letter of Credit will automatically extend on identical terms for additional one-year periods from the expiration date of June 24, 2017 unless the Bank notifies the Beneficiary at least 90 days prior to the expiration date.

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of \$773,000.00 (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions. Receipt of signed statement from an authorized officer of the Town of Carmel stating that drawing is due to default and/or failure by R.P.K. Precision Homes, Inc. (Borrower) to complete the required site work, including storm water management facilities, associated infrastructural improvements, and the reconfiguration of the Mechanic Street and Seminary Hill Road intersection associated with the property known and designated as Tax Map #55.14-1-5.1, 5.2, 5.3, 5.4, 5.5 and 55.10-1-23, 24, 25, as detailed in the Resolution of the Planning Board of the Town of Carmel, dated December 14, 2011. It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically renewable for one year from present or any future expiration date hereof, unless 90 days prior to any such date we shall notify you by certified mail that we select not to consider this Irrevocable Letter of Credit renewed for any such additional period.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any non-application or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Mahopac Bank IRREVOCABLE LETTER OF CREDIT NO. 530001611 DATED 06-24-2015," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New York without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of New York.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: June 24, 2015

LENDER:

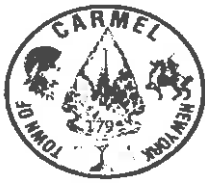
MAHOPAC BANK

By: 

William J. Dunkel, Regional Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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TOWN OF CARMEL

RPK PRECISION HOMES, INC.
Seminary Hill Road/Mechanic Street
Carmel, NY
March 6, 2012

Engineering Department

PERFORMANCE BOND AMOUNT

ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>EROSION CONTROLS</u>				
SILT FENCE	1500	LF	\$1.50	\$2,250.00
STABILIZED CONST. ENT.	1	EA	\$1,500.00	\$1,500.00
<u>CLEANING & GRUBBING</u>	5	AC	\$2,500.00	\$12,500.00
<u>DEMO</u>				
HOUSE/BARN		LS	\$6,000.00	\$6,000.00
<u>EARTHWORK</u>				
CUT/FILL	2222	CY	\$2.50	\$5,555.00
BORROW	5602	CY	\$12.00	\$67,224.00
<u>RETAINING WALL</u>				
UNIT MASONRY WALL	240	SF	\$25.00	\$6,000.00
<u>DRAINAGE</u>				
YARD DRAIN	3	EA	\$1,500.00	\$4,500.00
CATCH BASIN	5	EA	\$2,000.00	\$10,000.00
MANHOLE	1	EA	\$2,500.00	\$2,500.00
OUTLET STRUCTURE	1	EA	\$3,500.00	\$3,500.00
15" HDPE PIPE	600	LF	\$25.00	\$15,000.00
24" HDPE PIPE	170	LF	\$30.00	\$5,100.00
15" HDPE END SECTION	3	EA	\$250.00	\$750.00
6" PVC PIPE	610	LF	\$18.00	\$10,980.00
RIP-RAP	60	CY	\$50.00	\$3,000.00
FILTER FABRIC	220	SY	\$2.50	\$550.00
<u>SEWER</u>				
MANHOLE	8	EA	\$3,000.00	\$24,000.00
8" PVC SDR-35	1040	LF	\$40.00	\$41,600.00
<u>WATER</u>				
6" PVC SDR-18	80	LF	\$32.00	\$2,560.00
8" PVC SDR-18	1235	LF	\$35.00	\$43,225.00
8" GATE VALVE	6	EA	\$800.00	\$4,800.00
HYDRANT	3	EA	\$2,500.00	\$7,500.00
<u>CONC. CURB</u>	200	LF	\$18.00	\$35,460.00
<u>CONC. SIDEWALK/SLABS</u>	6750	SF	\$8.50	\$57,375.00

<u>POROUS PAVEMENT</u>				
FILTER FABRIC	3940	SY	\$3.00	\$11,820.00
CRUSHED STONE (FILTER LAYER)	2200	CY	\$50.00	\$110,000.00
CRUSHED STONE (CHOKER LAYER)	450	CY	\$40.00	\$18,000.00
POROUS ASPHALT	900	TON	\$125.00	\$112,500.00
<u>ASPHALT PAVEMENT</u>				
ITEM #4 BASE	20	CY	\$35.00	\$700.00
ASPHALT BINDER COURSE	15	TON	\$100.00	\$1,500.00
ASPHALT TOP COURSE	10	TON	\$110.00	\$1,100.00
<u>GUIDERAIL/FENCING</u>				
WOOD GUIDE RAIL	80	LF	\$40.00	\$3,200.00
WASTE ENCLOSURE		LS	\$6,000	\$6,000.00
<u>SIGNAGE</u>				
TRAFFIC SIGNS	3	EA	\$150.00	\$450.00
PARKING SIGNS	14	EA	\$75.00	\$1,050.00
<u>SITE LIGHTING</u>				
POLE MOUNTED LIGHTS	13	EA	\$2,800	\$36,400.00
<u>WALKING PATH</u>				
FILTER FABRIC	290	SY	\$3.00	\$870.00
WOOD CHIPS (3" DEPTH)	120	CY	\$25.00	\$3,000.00
<u>SITE FEATURES/Misc</u>				
GAME TABLE	2	EA	\$1,800.00	\$3,600.00
BENCH	8	EA	\$900.00	\$7,200.00
LITTER RECEPTICAL	1	EA	\$850.00	\$850.00
PICNIC TABLE	2	EA	\$900.00	\$1,800.00
GRILL	1	EA	\$750.00	\$750.00
PARKING LOT STRIPING	1	EA	\$2,000.00	\$2,000.00
<u>LANDSCAPE PLANTINGS</u>				
		LS	\$55,000	\$55,000.00
<u>LAWNS</u>				
FINE LAWN	56,300	SF	\$0.20	\$11,260.00
WILD FLOWER MIX	74,100	SF	\$0.12	\$8,893.20
WETLAND MIX	14,400	SF	\$0.08	\$1,152.00
TOTAL				\$772,524.20
USE				\$773,000.00
Inspection Fee (5%)				\$38,850.00

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 *RJF*

Date: August 26, 2015

Re: Bond Return- RPK Precision Homes- TM#55.14-1-5.1-5.5 & 55.10-1-23-25

Attached please find a memo from Rose Trombetta with all relevant back up information. This is essentially a swap of letters of credit. The project was first approved as a conventional 8 lot subdivision. The bond estimate for the work was set at \$150,000.00. The applicant then received approval from the Planning Board for a 50 unit Senior Citizen Housing project, requiring significantly more infrastructure improvement, thus raising the bond estimate to \$773,000.00, which is based upon a Bond estimate prepared by this department. This department has no objection to return of the original Letter of Credit for \$150,000.00 and the posting of the new Letter of Credit of \$773,000.00.

Michael G. Carnazza
Director of Code Enforcement



Ken Schmitt
Supervisor

60 McAlpin Avenue
Mahopac, New York 10541


MEMORANDUM

To: Supervisor Kenneth Schmitt
Town of Carmel Town Board

From: Michael Carnazza, Building Inspector

Date: August 13, 2015

Re: Return of Bond for RPK Homes, Seminary Hill Rd. and Mechanic St.
Tm# 55.14-1-5



Please be advised that at this time there are no zoning violations on the above-mentioned property. The Building Department has no objection to the returning of the original bond so it can be replaced with the new bond amount.