

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

KATHLEEN KRAUS
Receiver of Taxes

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

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

TOWN BOARD VOTING MEETING
Wednesday, November 15, 2017 7:00pm

Pledge of Allegiance – Moment of Silence

Town Board Voting Meeting:

1. Res: (Amending and) Adopting Preliminary Budget as Annual Budget
2. Res: Adopting 2018 User Fee Schedule
3. Making Provisional Appointment of Real Property Appraiser in the Assessor's Office
4. Res: Authorizing Award of Contract for Painting of Reflectorized Pavement Stripes – Town of Carmel Highway Department
5. Res: Authorizing Advertising for Bids
6. Res: Declaring Certain Equipment Obsolete and Authorizing Disposal
7. Res: Authorizing Payment for Inspection and Remediation Carmel Water Districts #1, #8, #10 and #13
8. Res: Accepting Proposal for Cyclical Revaluation Services
9. Res: Authorizing Entry into Contract for Purchase of Real Property
10. Res: Consenting to the Dedication of Town Highways-Kirkwood Estates
11. Res: Authorizing Filing of Semi-Annual MS4 Stormwater Report

- **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. Councilman John Lupinacci – PBA/PERB Litigation Update

RESOLUTION #1

RESOLUTION (AMENDING AND) ADOPTING PRELIMINARY BUDGET AS ANNUAL BUDGET

WHEREAS the Town Board has met at the time and place specified in the notice of public hearing on the Preliminary Budget and heard all persons desiring to be heard thereon; and

WHEREAS following the public hearing, the Town Board met with the Town Comptroller, Maryann Maxwell and the (amended) Preliminary Budget, (as described on the attached schedule); to arrive at a Final Budget for fiscal year 2018;

NOW THEREFORE BE IT RESOLVED that the Final Budget, as incorporated herein and made a part hereof, is hereby adopted as the annual budget of the Town of Carmel for the fiscal year beginning the 1st day of January, 2018 and that such budget as so adopted be entered in detail in the minutes of this Town Board; and

BE IT FURTHER RESOLVED that the Town of Carmel Town Clerk Ann Spofford shall prepare and certify in duplicate, copies of said annual budget as adopted by this Town Board, together with the assessment rolls for benefit improvements adopted pursuant to Section 202-a, subdivision 2, of the Town Law and deliver one copy thereof to the Town Supervisor Kenneth Schmitt, to be presented by him to the Putnam County Legislature.

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	_____	_____

TOWN OF CARMEL 2018 BUDGET ADJUSTMENTS ADOPTED 11/15/17

TOWN OF CARMEL 2018 BUDGET ADJUSTMENTS PRELIMINARY - ADOPTED			Total
Adjustments Preliminary to Adopted			
* Increase Elected Officials/Management Salary			
Act code 1315.10	Comptroller	4,000	
Act code 1315.11	Comptroller Staff	7,185	
Act code 1355.11	Assessor Staff	5,612	
Act code 1410.11	Deputy Town Clerk	700	
Act code 1440.10	Town Engineer	14,500	
Act code 4020.15	Vital Statistics Stipend	500	
Act code 5010.11	Deputy Highway Super	1,000	
Act code 7020.10	Director of Parks	2,000	35,497
* Decrease Compensation Reserve			
Act code 1010.16	Comp Reserve - Mngmt Salary Inc	(22,997)	(22,997)
* Decrease Wetland Inspector Stipend			
Act code 8091.11	Wetland Inspector Stipend	(12,500)	(12,500)
TOTAL NET EXPENDITURE ADJUSTMENTS			0
REVENUES	No Adjustments		
TOTAL REVENUE ADJUSTMENTS			0
* Increase/Decrease in Gen/Hwy Levy	General Levy	0	
	Highway Levy	0	
Adjustment to Tax Levy			0
Townwide Tax Rate Increase 0.00%			
Mahopac Fire Department			
* Decrease Contract Exp			
Act code 302.3410.40	Fire Protection Contract	(200,000)	(200,000)
TOTAL NET EXPENDITURE ADJUSTMENTS			(200,000)
* Decrease in Fund 302 Levy	302 Levy	(200,000)	(200,000)
Adjustment to Tax Levy			(200,000)

RESOLUTION #2

RESOLUTION ADOPTING 2018 USER FEE SCHEDULE

RESOLVED that the Town Board of the Town of Carmel hereby adopts, effective immediately, the Town of Carmel User Fee Schedule for Fiscal Year 2018 in form as attached hereto and made a part hereof.

Resolution

Offered by: _____

Seconded by: _____

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

**TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2018**

FEE DESCRIPTION		2018 ADOPTED USER FEES	
TOWN CLERK'S OFFICE			
Certification:			
	Registrar's Certification (Birth/Death)	10.00	
	Town Clerks Certification (Marriage/Other)	10.00	
Genealogy Fee Schedule:		1 - 3 years - \$22.00	
		4 - 10 years - \$42.00	
		11 - 20 years - \$62.00	
		21 - 30 years - \$82.00	
		31 - 40 years - \$102.00	
		41 - 50 years - \$122.00	
		51 - 60 years - \$142.00	
		61 - 70 years - \$162.00	
Copies:			
	Copies of Town Ordinance or Other Documents - Per Page	0.25	
	Facsimile/Fax - Per Page	2.00	
	Map (Zoning, Election, Other) - Black & White/Color	10.00/15.00	
Licenses:			
	Auctioneering License - Annual	300.00	
	Auctioneering License - One Day	150.00	
	Annual Dog License Fee - spayed/nuetered	7.50	
	Annual Dog License Fee - unsplayed/un-nuetered	15.50	
	Garbage Carting License - Renewal *	2,000.00	* Plus \$150 per truck inspection annually
	Garbage Carting License - NEW *	2,500.00	* Plus \$150 per truck inspection annually
	Marriage License	40.00	
	Peddling License - 3 Months	500.00	
Miscellaneous:			
	Cemetery Grave Marker - Each	100.00	
	Dog Pick-Up	-	
	Dog Shelter Fee - First Impoundment	25.00	+ 20.00 Each Additional 24 Hours
	Second Impoundment - within one year	50.00	+ 20.00 Each Additional 24 Hours
	Third Impoundment - within one year	60.00	+ 20.00 Each Additional 24 Hours
	Subsequent Impoundment - within one year	70.00	+ 20.00 Each Additional 24 Hours
	Petition to Amend Zoning Ordinance	1500.00	
Permits:			
	Canvassing/Soliciting Permit - 3 Months	350.00	
	Public Assembly Permit - Each Event	200.00	
	Sound Amplification Permit Commercial	100.00	
	Sound Amplification Permit Residential	50.00	
Town Code:			
	Annual Town Code Book Supplement	75.00	
	Code Book	300.00	
	Freshwater Wetlands Chapter Pamphlet	35.00	
	Street Specifications	10.00	
	Subdivision of Land Ordinance Pamphlet	35.00	
	Vehicle and Traffic Chapter Pamphlet	25.00	
	Zoning Chapter Pamphlet	35.00	

**TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2018**

FEE DESCRIPTION		2018 ADOPTED USER FEES	
POLICE DEPARTMENT			
Accident Report - Business		0.25	per page
Accident Report - Personal		0.25	per page
Finger Printing Service - Non Residents - Per Person		35.00	
Photograph		20.00	per photo
Police Special Escort Service - Per Hour		-	
Special Event or Special Services - Per Hour		-	
CD of Photographs from Casefile		50.00	
Tow License Fee		1,500.00	Annual License Fee
Vehicle Impound Fee		100.00	per vehicle
ALARM ORDINANCE			
Alarm Permit - 1 Year - Residential & Commercial		40.00	
One False Alarm		-	* All alarm fees: 10% of outstanding balance after 90 days past due.
Two False Alarms		-	
Three False Alarms		25.00	
Four False Alarms		50.00	
Five False Alarms		100.00	
Six-Nine False Alarms		200.00	
Ten or more False Alarms		225.00	
HIGHWAY DEPARTMENT			
Driveway Bond - "Refundable"		750.00	
Driveway Permit - Includes two Inspections		215.00	
Road Opening Bond - "Refundable" - Entire Road		1,000.00	
Road Opening Bond - "Refundable" - Half Road		500.00	
Road Opening Permit		215.00	

**TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2018**

FEE DESCRIPTION		2018 ADOPTED USER FEES	
PARKS & RECREATION DEPARTMENT			
Camp:			
Playground Camp		460.00	Non-Resident \$920.00
* Early Bird Registration Fee - Playground Camp		410.00	Non-Resident \$820.00
Primary Camp [9:30 AM to 2:30 PM]		510.00	Non-Resident 1,020.00
* Early Bird Registration Fee - Primary Camp		460.00	Non-Resident \$920.00
Primary Camp Extended Day [2:30 PM to 4:30 PM]		190.00	
Classes/Lessons:			
Additional Swimming Lessons		\$70	Residents only
Adult Classes		\$65.00 - \$320.00	* plus \$35.00 non residents
CPR Review		\$70	Non-Resident \$105.00
Lifeguard Training Aid/Safety		\$375.00	Non-Resident \$410.00
Lifeguard Training Review		\$190.00	Non-Resident \$225.00
Pre School Classes		FREE - \$175.00	* plus \$35.00 non residents
RTE - Responding to Emergencies		220.00	Non-Resident \$255.00
Special Tennis, Aerobics, or Other Lessons		Cost	* plus \$35.00 non residents
Swimming Lessons Including Permit		140.00	Residents only
Tennis Lessons - 6 One Hour Sessions		70.00	Non-Resident \$105.00
Tennis Lessons - 8 One Hour Sessions		90.00	Non-Resident \$125.00
Facilities Rental:			
Ballfield Rental - 2 Hour Limit		\$150.00/\$250.00 w/lights	
Boat Rental Fee		5.00	
Civic Building Rental/Pavilion		200.00	+Supervisor Hourly Rate
Group Picnic		150.00	Residents Only
Private Building Rental		300.00	+Supervisor Hourly Rate
Sycamore Park Concession [Seasonal]		3,500.00	
ID/Permits: "Residents Only"			
Beach Guest Card		50.00	
Adult Swimming Permit		100.00	
Daily Adult Beach Fee		8.00	
Daily Adult Guest Beach Fee		10.00	
Daily Youth Beach Fee		7.00	
Daily Youth Guest Beach Fee		9.00	
Family Swimming Permit		200.00	
Family Tennis Permit		80.00	
On-line Registration Fee		6.00	
Senior Citizen Identification Card		No charge	
Nanny Registration Fee		12.00	
Nanny Swim Permit		100.00	
Individual Tennis Permit		50.00	
Tennis Guest Fee		6.00	
Youth Swimming Permit		80.00	
Dog Park:			
Sycamore Dog Park User Fee - Resident		25.00	Annual
Sycamore Dog Park User Fee - Non-Resident		75.00	Annual

**TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2018**

FEE DESCRIPTION		2018 ADOPTED USER FEES	
<u>BUILDING & CODES DEPARTMENT</u>			
	Accessory Apartment Permit	400.00	
	Bed & Breakfast Special Application	400.00	
	Building Permits -- Flat Rate PLUS Estimated Cost of Construction	50.00	Flat Rate PLUS
	Estimated Cost of Construction -- Calculated as:	12.00	per \$1,000 Calculated Estimated Cost
	Residential -- New construction	100.00	per sq. ft.
	Residential -- Finish existing space to living space	20.00	per sq. ft.
	Commercial	150.00	per sq. ft.
	Commercial - Garage	75.00 - 80.00	per sq. ft.
	Decks	35.00	per sq. ft.
	Garage	75.00	per sq. ft.
	Shed	25.00	per sq. ft.
	Certificates of Compliance	80.00/150.00	Residential/Commercial
	Certificates of Occupancy	80.00/150.00	Residential/Commercial
	Excavation or Fill Permit for the first 2,000 cubic yards	200.00	Plus \$100 for each additional 1,000 CY
	Inspection Fee for Clearance of Title Search Violation	50.00	Each Inspection
	Mother/Daughter Permit	200.00	
	Plumbing Permit Per Fixture	15.00 each	\$75.00 minimum fee
	Plumbing/ Air Conditioning Inspection		
	Re-Inspection Fee When Inspection Requested but Job Not Ready	50.00	Paid in Advance of 2nd Inspection
	Sign Permit	150.00	
	Swimming Pool Permit - Above Ground	150.00	
	Swimming Pool Permit - In Ground	300.00	
	HVAC Fee	50.00	Flat Rate plus
		10.00	per \$1,000 Estimated Cost of Installation
	Title Search	100.00/200.00	Residential/ Commercial + \$100 per establishment
	Zoning Letter	75.00	
	Outdoor Dining Annual Fee	100.00	Annual Fee
	Outdoor Dining (fee per 10 or more seats)	+ 50.00/up to 10 seats	An add'l \$50.00 for 11 or more seats
	Fire Inspection: Multifamily / Commercial	150.00 / 100.00	Commercial \$100 per establishment
	Blasting Permit	100.00	per month
	Operational Permits *	100.00	
	* (NYS DOS requires towns to issue permits for storage of certain materials and certain uses)		
	Natural Gas Inspections		
	Residential	50.00	(5 Fixtures) \$10 each additional
	Commercial	100.00	(5 Fixtures) \$20 each additional
	Liquid Propane Gas Inspections		
	Residential	50.00	(5 Fixtures) - \$10 each additional
	Commercial	100.00	(5 Fixtures) - \$20 each additional

**TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2018**

FEE DESCRIPTION	2018 ADOPTED USER FEES	
ENVIRONMENTAL CONSERVATION REVIEW BOARD		
ECB Wetlands Marker	15.00	
Permit Renewal/Extension Fee	75.00	For each one year permit renewal/extension;
Application Withdrawal	50.00	
Letter of Maintenance	75.00	
Letter of Permission (In lieu of application)	150.00	
Major Interagency Review - Over 5 Acres - Per Acre or Part Thereof	60.00	Total Wetland Include. 100' Control Area
Minor Interagency Review - Up to 5 Acres - Per Acre or Part Thereof	50.00	Total Wetland Include. 100' Control Area
Private Consultation/Conference with Wetland Inspector Per Hour	175.00	
Public Hearing	minimum \$150.00 or cost	
SEQR - DEIS	1%	of Bond
Site Plan Inspection - Single Lot - Per Acre or Part Thereof	300.00	Total Wetland Include. 100' Control Area
Subdivision Plan Inspection - Per Acre or Part Thereof	300.00	Total Wetland Include. 100' Control Area
Tree Cutting - Up to 25 Acres	350.00	+25.00 acre and ind. monitoring of escrow fees;
Tree Cutting - Over 25 Acres	400.00	+75.00 acre and ind. monitoring of escrow fees;
Minor Wetland Permit Application - for projects disturbing up to 1,000 sq ft in the 100 ft buffer area.	225.00	
* Escrow Fee for Minor Project	-	
Major Wetland Permit Application - for projects disturbing 1,000 sq ft or greater in the 100 ft buffer area or any disturbance in the buffer.	500.00	*plus \$100 for each add't 1,000 sq ft disturbance (or part thereof) in the 100 ft buffer. Maximum fee \$1,000
* Escrow Fee for Major Project	1,000.00	*as determined by the Town's Wetland Inspector
Wetland Determination for Health Dept	200.00	
ZONING BOARD OF APPEALS		
280A Exemption	400.00	
Accessory Apartment Application	250.00	
Application Withdrawal	100.00	
Area Variance Application	200.00	
Bed and Breakfast Special Permit Application	400.00	
Interpretation of Ordinance	400.00	
Use Variance Application	400.00	
Computer address labels for variance mailing	25.00	
NOTIFICATION SIGN	25.00	
PLANNING BOARD		
PLANNING SUBDIVISION FEES:		
Sketch fee	500.00	One time fee
Preliminary Fees		
Major Subdivision	3,000.00	Plus \$750 per lot
Minor Subdivision	2,500.00	Plus \$750 per lot
"Extension of Preliminary Sub-division"	500.00	
Final Fees:		
Amendment to Final Plat	1,500.00	
Major Subdivision	1,500.00	Plus \$500 per lot
Minor Subdivision	1,500.00	Plus \$500 per lot
Re-approval of Final Approval	1,500.00	(Does not include SEQR fees)
Extension of final approval	1,000.00	
OPEN DEVELOPMENT REVIEW FEE	2,500.00	
LOT LINE ADJUSTMENT FEE	2,500.00	

**TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2018**

FEE DESCRIPTION	2018 ADOPTED USER FEES	
<u>SITE PLAN FEES:</u>		
Commercial Site Plan -- Flat Rate PLUS Parking Spaces	2,000.00	Plus \$100 per Parking Spaces
Residential Site Plan -- Flat Rate PLUS Unit Fee	3,000.00	PLUS \$500 per Dwelling Unit
Amendment to Previous Approved Site Plan -- with no new parking spaces	3,000.00	
Amendment to Previous Approved Site Plan -- with new parking spaces	3,000.00	Plus \$100 per Parking Spaces
Re-grant of Site Plan Approval	1,500.00	
Extension of Site Plan Approval	1,000.00	
<u>SPECIAL SITE PLAN FEES</u>		
Boat House/Bathhouse	800.00	
Parking Lot	800.00	
Pools/Tennis Courts/ Playgrounds	800.00	
Residential Barns	800.00	
Residential Dock	800.00	
Residential Horse Riding Ring	800.00	
Home Office	800.00	
<u>LANDFILL, SURFACE GRADING, & OTHER EXCAVATION</u>		
Up to 5 Acres	300.00	
Over 5 Acres	300.00	Plus \$40.00/Acre
<u>ARCHITECTURAL REVIEW</u>		
New Commercial Structure Review	250.00	
Modification to Existing Commercial Structure Review	150.00	
Other Structure or Sign Review	50.00	
Single Family Residential Structure Review	100.00	
Two or More Family Residential Structure Review	100.00	Plus 50.00 each Additional Unit over two
<u>PLANNING/MISCELLANEOUS FEES:</u>		
Engineering Fee (Site Plans & Subdivisions) - Technical Review and Construction Inspections	5%	% of Bond Amount
Public Hearings Including Bond Returns and Reductions	175.00	Per Hearing
Planning Board SEQR Escrow Fees - DEIS	2.00%	Not to exceed 2% of Project Value
Planning Board SEQR Escrow Fees - FEIS	2.00%	Not to exceed 2% of Project Value
Recreation Fee in Lieu of Parklands	7,500.00	Per Residential Lot
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	3,500.00	Per Dwelling/Apartment for site plan with approvals originating prior to 12/31/15
Recreation Fee Sr. Cit. Multi Family Dwelling/Apt.	4,500.00	Per Dwelling/Apartment for site plan with approvals originating after 1/1/16
Recreation Fee Multi Family Developments	5,000.00	Per Dwelling
Computer address labels	25.00	
NOTIFICATION SIGN	35.00	

**TOWN OF CARMEL ADOPTED USER SERVICE FEES --
FISCAL YEAR 2018**

FEE DESCRIPTION		2018 ADOPTED USER FEES	
DEPARTMENT MISCELLANEOUS TOWN SERVICES:			
Computer Labels		0.05	Each Label - 5.00 Minimum
Computer Report of Tax Parcels		0.25	Per Page - 5.00 Minimum
Copies of Plans/Maps - 24" x 36"		10.00	
Copies of Records/Documents		0.25	Per Page
Mail Reminder Notices		2.00	
Returned Deposited Bad Check - Each Item		20.00	
Tax or Record Search and Copy		5.00	
Tax or Record Search and Copy with Letter		10.00	
Floodplain Permit		250.00	
Banner Permit Fee (non-waivable)		400.00	* Fee for each banner issued under permit - Revised 4/2015
SPECIAL DISTRICTS			
PARK DISTRICTS:			
Building Rental - District Resident		150.00	
Building Rental - Non-District Resident		N/A	
Building Rental Deposit - "Refundable"		150.00	
Building Rental Cleaning Fee		100.00	
SEWER DISTRICTS:			
Sewer System Service Application, including one inspection		250.00	Residential
(where Street Lateral to Curb Line exists)		500.00	Commercial
Sewer System Connection Additional Inspection - Each Inspection		50.00	
Sewer Sludge Dumping Fee, each 1000 gallons		200.00	
Out of District Application Fee - Residential		1,500.00	
Out of District Application Fee - Commercial		2,500.00	
WATER DISTRICTS:			
Water System Service Application, including one inspection		250.00	Residential
(where water line curb box exists)		500.00	Commercial
Water System Connection Additional Inspection - Each Inspection		50.00	
New Water Meter & Installation - 3/4" Meter		325.00	
New Water Meter Purchase		275.00	
All Others		Quote	
Water Meter Replace Due To Customer's Damage		325.00	
Water Meter Test, by written request of consumer		200.00	* If test shows the meter failed no cost; if test shows meter functions then fee applies
Water service turned on or off		50.00	
Water sprinkler tap - Annual Fee		200.00	
Final Bill Fee		35.00	
Bulk Water Sales	10 times the normal in district rate		Minimum fee \$300.00
Out of District Application Fee - Residential		1,500.00	
Out of District Application Fee - Commercial		2,500.00	
Water Bill Adjustment from Estimate to Actual		25.00 after 2nd adjustment	

RESOLUTION #3

RESOLUTION MAKING PROVISIONAL APPOINTMENT OF REAL PROPERTY APPRIASER

RESOLVED that the Town Board of the Town of Carmel hereby provisionally appoints Christopher Paleo to position of Real Property Appraiser in the Town of Carmel Assessor's Office, effective November 27, 2017 at a CSEA Group 7, Step 1 salary level, subject to the provisions of Civil Service Law and the Civil Service Rules and Regulations.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #4

RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR PAINTING OF REFLECTORIZED PAVEMENT STRIPES TOWN OF CARMEL HIGHWAY DEPARTMENT

RESOLVED THAT the Town Board of the Town of Carmel, upon the recommendation of Town of Carmel Highway Superintendent Michael Simone, hereby authorizes the award of bid contract for painting of reflectORIZED pavement stripes on Town of Carmel roads for the period of September 1, 2017 to through August 31, 2018 from Atlantic Pavement Marking, Prospect, CT under Putnam County Bid No. RFP-31-17.

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	_____	_____

RESOLUTION #5

RESOLUTION AUTHORIZING ADVERTISING FOR BIDS

RESOLVED that, pursuant to the request of the Director of Recreation and Parks, the Town Clerk of the Town of Carmel is hereby authorized to advertise for bids for landscaping and grass-cutting services the Town of Carmel Park facilities and Carmel Town Hall for 2018; and

BE IT FURTHER RESOLVED that the Director of Recreation and Parks is to furnish detailed specifications for the above to the Town Clerk to be used in conjunction with the Town's general bid conditions and specifications.

Resolution

Offered by: _____

Seconded by: _____

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

RESOLUTION #6

RESOLUTION DECLARING CERTAIN EQUIPMENT OBSOLETE AND AUTHORIZING DISPOSAL

RESOLVED that, upon the recommendation of Chief of Police Michael Cazzari , the Town Board of the Town of Carmel hereby declares the following equipment to be obsolete and hereby authorizes its disposal in accordance with Town Law, including but not limited to disposal pursuant to Town Law §64(2-a):

2008 Ford Crown Victoria VIN# 2FAHP71V28X179484

2010 Ford Crown Victoria VIN# 2FABP7BV3AX135522

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	_____	_____

RESOLUTION #7

RESOLUTION AUTHORIZING PAYMENT FOR INSPECTION AND REMEDIATION CARMEL WATER DISTRICTS #1, #8, #10 AND #13

RESOLVED THAT the Town Board of the Town of Carmel, acting as Commissioners of Carmel Water Districts #1, #8, #10 and #13 and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes payment for zebra mussel inspection and remediation services to be performed by Bee & Jay Plumbing, Inc., Mahopac at a cost not to exceed \$15,000 in accordance with the memorandum of dated October 30, 2017; and

BE IT FURTHER RESOLVED that Town Supervisor Kenneth Schmitt is hereby authorized to sign any and all documentation necessary to authorize the actions contained herein; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of 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	_____	_____

RESOLUTION #8

RESOLUTION ACCEPTING PROPOSAL CYCLICAL REVALUATION SERVICES

RESOLVED that the Town Board of the Town of Carmel hereby accepts the proposal of GAR Associates, LLC Amherst, NY for assessment and appraisal services to be provided in connection with the 2018 Town of Carmel assessment rolls at a cost not to exceed \$45,000 and in accordance with the proposal dated October 12, 2017; and

BE IT FURTHER RESOLVED, that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of 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	_____	_____

RESOLUTION #9

**RESOLUTION AUTHORIZING ENTRY INTO
CONTRACT FOR PURCHASE OF REAL PROPERTY**

RESOLVED, that the Town Board of the Town of Carmel hereby authorizes the entry into a contract of sale for the purchase of real property located at 628 Route Six, Mahopac, NY from Swan Cove Manor, LLC, for a purchase price not to exceed \$1,000,000, said contract to be in form and content as attached hereto;

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to execute said contract of sale and any and all other documentation to effectuate and consummate the purchase and title transfer of said real property to the Town of Carmel; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Carmel further authorizes any appraisal service necessary and required to be performed in connection with the aforesaid purchase; and

BE IT FURTHER RESOVLED that Town Comptroller Mary Ann Maxwell is hereby authorized to make any and all necessary budget transfers or modifications required to fund the cost of 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	_____	_____

PURCHASER'S RIDER TO CONTRACT OF SALE

SELLER: SWAN COVE MANOR, LLC

PURCHASER(S): THE TOWN OF CARMEL

CONTRACT DATE: NOVEMBER _____, 2017

**PROPERTY TO
BE CONVEYED:** 628 ROUTE SIX CARMEL, NY

40. Notwithstanding the provisions of ¶39 of Seller's rider or any other provision of the contract and rider herein, in the event that any provision or provisions of the printed portion of this contract as well as the Seller's Rider ¶¶23-39 are in conflict with the provisions of this rider, then the terms of this rider shall be deemed conclusive and prevailing.

41. The purchaser's obligations hereunder are expressly contingent upon the receipt of a satisfactory appraisal from a duly licensed appraiser of its choice determining and establishing a valuation for the subject property of at least equal to or greater than \$1,000,000 (ONE MILLION DOLLARS) by the utilization of generally accepted appraisal/valuation standards. The cost and expense of such valuation shall be borne exclusively by the purchaser and such appraisal services shall be secured by Purchaser no more than fourteen (14) days subsequent to the receipt of fully executed contracts of sale from Seller herein. Any notice of cancellation of this contract shall be given in writing to Seller's attorney within thirty (30) days after the receipt of fully executed contracts of sale from Seller herein and such notice may be given by overnight courier service, email, facsimile, first class mail and/or by hand delivery at choice of Purchaser, together with a copy of the referenced appraisal upon which cancellation is based. Any failure of the Purchaser to exercise its rights under this contingency provision within the referenced thirty (30) day period shall be deemed an express and conclusive waiver of said rights.

42. The purchaser's obligations hereunder are expressly contingent upon entry into a contract of sale with Tompkins Mahopac Bank for the purchase by Purchaser of the parcel of land adjoining the property conveyed hereunder which is generally known as and currently utilized as the Greater Mahopac Carmel Chamber of Commerce facility. Any notice of cancellation of this contract pursuant to this provision shall be given in writing to Seller's attorney within thirty (30) days after the receipt of fully executed contracts of sale from Seller herein and such notice may be given by overnight courier service, email, facsimile, first class mail and/or by hand delivery at choice of Purchaser. Any failure of the Purchaser to exercise its rights under this contingency provision within the referenced thirty (30) day period shall be deemed an express and conclusive waiver of said rights.

43. Paragraph 31 of Seller's rider is hereby stricken and of no force and effect.

44. The final clause of ¶10 of the contract declaring that the within transaction to be "TIME IS OF THE ESSENCE" is hereby stricken and of no force and effect.

45. Notwithstanding the provisions of the printed portion of this contract , Seller represents that to the best of his/her knowledge, the premises conveyed herein was never used for storage or disposal of hazardous waste, This provision shall survive closing of title.

SELLER:

PURCHASERS:

SWAN COVE MANOR, LLC

BY:

TOWN OF CARMEL, NEW YORK

BY:

VACANT LAND CONTRACT OF SALE

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION. This contract form does not provide for what happens in the event of casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Land before the title closing.

WARNING: PLAIN LANGUAGE. No representation is made that this form of contract for the sale and purchase of real estate complies with Section 5-702 of the General Obligations Law ("Plain Language").

CONTRACT OF SALE made as of the ____ day of November, 2017

Between **SWAN COVE MANOR LLC,**

Address: 3 Hergenhan Court, Bedford, New York, 10506

hereinafter called "Seller"

and **TOWN OF CARMEL,**

Address: 60 McAlpin Ave, Mahopac, NY 10541

hereinafter called "Purchaser."

The parties hereby agree as follows:

1. Land. Seller shall sell and convey and Purchaser shall purchase the property, together with all improvements thereon, if any (collectively the "Land"), more fully described on a separate page marked "Schedule A," annexed hereto and made a part hereof and also known as:

Street Address: 628 Route 6, Mahopac, New York 10541

Tax Map Designation: Section 76.5, Block 1, Lot 49

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. Purchase Price. The Purchase Price for the Premises is One Million Dollars (\$1,000,000.00), payable as follows:

(a) One Hundred Thousand Dollars (\$100,000.00) upon execution of this Agreement, by check subject to collection. The nonpayment of said check shall give Seller the right to cancel this Agreement, in addition to pursuing all other remedies against Purchaser on said check or as otherwise permitted by law. Said check is payable to the order of the Escrow Agent hereinafter identified, and the proceeds of said check shall be held in escrow as hereinafter provided.

(b) Nine Hundred Thousand Dollars (\$900,000.00) at the closing by a certified check of the grantee of the deed, drawn to the direct order of Seller on a bank which is a member of the New York Clearing House Association.

3. Downpayment in Escrow. (a) Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in a segregated bank account, non-interest bearing IOLA account at

Address: Chase Bank, 1068 Morris Park Avenue, Bronx, New York 10461

until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall hold the Downpayment in a non interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 20) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally (with right of contribution) agree to defend (by attorneys selected by Escrowee), indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

(f) The party whose attorney is Escrowee shall be liable for loss of the Downpayment.

4. Acceptable Funds. All money payable under this contract, unless otherwise specified, shall be paid by:

(a) Cash, but not over \$1,000.00;

(b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon reasonable prior notice (by telephone or otherwise) to Purchaser;

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

5. Permitted Exceptions. The Premises are sold subject to the following (collectively the "Permitted Exceptions"):

(a) All present and future building, zoning and other restrictions, regulations, requirements, laws, ordinances, resolutions and orders of any State, municipal, Federal or other governmental authority, including without limitation all boards, bureaus, commissions, departments and bodies thereof, now or hereafter having or acquiring jurisdiction over the Premises or the use or improvement thereof.

(b) Covenants, restrictions, rights of way, if any, contained in the former deeds or other instruments of record, insofar as the same may now be in force or effect.

(c) The state of facts shown on the attached survey of the Premises.

(d) The rights, if any, relating to construction, maintenance and operation of public utility lines, wires, poles, cables, pipes, distribution boxes and other equipment and installations on, over and under the Premises.

(e) Any corporate franchise, corporate income or other corporate taxes owed by any corporation in the chain of title, and any estate, inheritance and other taxes owed any party in the chain of title, provided the Title Company will insure against collection from the Premises or provided Seller agrees to satisfy the same within ninety days after the closing and deposits with her attorneys or the Title Company a sum reasonably sufficient to pay such taxes or to release the Premises from the lien thereof.

(f) Any financing statements, conditional bills of sale, chattel mortgages or security interests filed more than five years prior to the Closing Date and not renewed within said five years, or filed against personal property no longer at the Premises.

(g) Encroachments and projections of walls, foundations, stoops, cellar steps, areas, cornices, trim or other improvements or installations onto the Premises or from the Premises onto adjoining property; party walls and party wall rights; variations between the record lot lines of the Premises and those shown on the tax map; and consents for the

erection and maintenance of any structures on, under or above any streets or roads in front of or adjoining the Premises.

(h) Real estate taxes, water charges and sewer rents, if any, subject to adjustment as hereinafter provided.

(i) All notes or notices of violations of laws, ordinances, regulations, orders or requirements whether or not heretofore or hereafter noted or issued by any governmental authority, including without limitation any agency, board, bureau, department or officer thereof, having or acquiring jurisdiction over or affecting the Premises.

(j) Party wall, party wall agreements and sewer agreements, if any of record.

(k) Possible encroachment of retaining walls, cellar, doors, fences, fire escapes, if any, and variation between record line and fences and tax map, provided same does not render title uninsurable.

(l) Open Permits.

6. Seller's Representations.

(a) Seller represents and warrants to Purchaser that:

(i) The Land abut or have a right of access to a public road;

(ii) Seller is the sole owner of the Land and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

(iii) Seller is not a "foreign person," as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

7. Condition of Property. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition of the Land in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, or any other matter related to the Land in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition between the date hereof and the date of closing, without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Land before Closing.

8. Insurable Title. Seller shall give and Purchaser shall accept such title as any New York licensed reputable title company shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

9. Closing, Deed and Title. (a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain And Sale Deed With Covenants Against Grantor's Acts in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Land, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) If Seller is a corporation or an LLC, it shall deliver to Purchaser at the time of Closing (i) a resolution or consent of its Board of Directors/Members authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

10. Closing Date and Place. Closing shall take place at the office of Costello & Folchetti, 1875 US-6, Carmel Hamlet, NY 10512 at 10:00 o'clock am on or by Ninety (90) Days after Purchaser's counsel receives fully executed contracts, TIME BEING OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS.

11. Conditions to Closing. This contract and Purchaser's obligation to purchase the Land are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(b) Intentionally Omitted.

(c) The delivery by the parties of any other affidavits required as a condition of recording the deed.

12. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

13. Apportionments and Other Adjustments; Water Meter and Installment Assessments. (a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:

(a) taxes and assessments on the basis of the fiscal period for which assessed;

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall

be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing for not more than 30 days.

14. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

15. Use of Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient moneys with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Land and will insure Purchaser's Institutional Lender clear of such matters. Upon reasonable prior notice (by telephone or otherwise), Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

16. Objections to Title. Purchaser agrees promptly to apply for and procure a title insurance commitment from and to cause title to the Premises to be searched and examined by a New York duly licensed and reputable title insurance company (the "Title Company"), and to deliver to Seller and Seller's attorneys, Valentin Djonovic & Associates, PLLC, attention Valentin Djonovic, Esq., copies of the Title Company's title report or commitment and any tax search, departmental searches, survey and survey reading as soon as received but in any event not less than twenty days after the date of this contract, together with a written statement by Purchaser of any and all objections to or defects in Seller's title. The failure by Purchaser to deliver any of said documents or said statement on or before the aforesaid date shall constitute a waiver by Purchaser of any and all objections and defects in Seller's title that would have been disclosed in such documents or statement.

Purchaser shall accept such title as the Title Company will insure, in accordance with its standard form of title policy, subject only to the Permitted Exceptions and such other exceptions as the Title Company, without special premium to Purchaser, will omit as exceptions to coverage or will except with insurance against collection out of or enforcement against the Premises. If the Title Company will not insure Purchaser's title, Purchaser shall use a title insurance company of Seller's choosing which will insure Purchaser's title to the Premises.

Seller shall have the right to attempt to remedy any objection to or defect in title, and for such purpose shall be entitled to one or more adjournments of the Closing Date, not to exceed ninety days. Notwithstanding any other provisions of this Agreement, Seller shall not be obligated to spend any money (in excess of one-half of one percent of the Purchase Price), take any measure or bring any action or proceeding to remove any objection to or defect in title or to enable Seller

otherwise to comply with the provisions of this Agreement. If for any reason Seller is unable (without expending in excess of one-half of one percent of the Purchase Price) to remove any objection to or defect in title, or otherwise to comply with this Agreement, Purchaser may elect to accept such title as Seller may be able to convey subject to such objections, defects and noncompliance without any credit or liability on the part of Seller or reduction of the Purchase Price. If Purchaser shall not elect to accept title subject to such objections, defects and noncompliance, Seller's only obligation shall be to direct Escrow Agent to refund, without interest, any payments made by Purchaser on account of the Purchase Price and Purchaser's expenses for title examination, whereupon this Agreement and all rights of Purchaser hereunder shall terminate, and neither Seller nor Purchaser shall have any further claim against the other pertaining hereto.

As used herein, "Purchaser's expenses for title examination" shall mean the reasonable expenses actually incurred by Purchaser, other than attorneys' fees, for examination of title of the Premises and for survey updating, not to exceed usual charges for similar services by the Title Company where no policy is issued.

17. Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

18. Defaults and Remedies. (a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

19. Buyers of Exchangor's Property Cooperation with Exchangor. Seller reserves the right to include this transaction as part of an IRC §1031 tax deferred exchange for the benefit of Seller, at no cost, expense or liability to Buyer. Buyer further agrees to execute any and all documents (subject to the reasonable approval of Buyer's counsel) as are reasonably necessary in connection therewith, provided that the close of this transaction for the conveyance of Seller's property shall not be contingent upon or subject to the completion of such exchange. Buyer understands and acknowledges that the Seller is participating in a Tax Deferred Exchange Program. Seller agrees to indemnify and hold Buyer free and harmless from any cost, expense or liability, including attorney's fees resulting from Buyer's participation in such exchange.

20. Notices. Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, and facsimile, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each

Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered, or

(c) sent by fax or email to the party's attorney with a first class mailing of the Notice. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries. This contract may be delivered as provided above or by ordinary mail.

21. Broker. Seller and Purchaser each represents and warrants to the other that it has not dealt with any real estate broker in connection with this sale. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

22. Miscellaneous.

(a) This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties.

(b) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(c) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(d) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(e) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(f) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(g) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

(h) The parties to this agreement hereby agree and covenant that their respected Attorney's may sign as counterpart on behalf of their clients and said signatures shall bind the respected parties, the heirs, heirs at law, successor in interest and/or assigns. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(i) Purchaser shall not assign this Agreement without the prior written consent of Seller in each instance, except to an entity wholly owned by Samuel Ness and Mark Ness. Any other attempted assignment without the prior written consent of Seller shall be null and void and shall be a material Purchaser default herein. Any assignment of Purchaser's interest hereunder shall be pursuant to a written assignment and assumption wherein the assignee shall assume and agree to pay and perform all of the terms, covenants and conditions of this Agreement to be paid and performed by Purchaser hereunder.

(j) Purchaser agrees that they are responsible for the replacement of any checks tendered at closing for the balance of the purchase price as well as any adjustments and credits which may be due to the Seller. In the event that any such checks are returned to the Seller due to insufficient funds, or for any other reason whatsoever, whether such checks shall have been tendered by the Purchaser or any other party whatsoever acting on behalf of the Purchaser, the amount of such unpaid check(s) shall constitute a lien on the premises for which the Seller may file a Notice of Pendency and foreclose upon. This provision shall survive closing.

(k) None of the representations, warranties, covenants, indemnities or other obligations of Seller hereunder shall survive the closing, except as expressly provided herein and then only for a period of one year from the Closing Date. Acceptance of the deed by Purchaser shall be deemed full and complete performance and discharge of every agreement and obligation of Seller hereunder, except those, if any, which expressly are stated herein to survive the closing, and then such survival shall be only for a period of one year.

(l) This Agreement may not be altered, amended, changed, waived, or modified in any respect or particular unless the same shall be in writing signed by Seller and Purchaser. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

(m) The captions hereof are for convenience only and are not to be considered in construing this Agreement. This Agreement shall not be considered an offer or an acceptance of an offer by Seller, and shall not be binding upon Seller until executed and delivered by Seller and Purchaser.

(n) This Agreement shall be governed by the laws of New York. If any provisions hereof shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement.

(o) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

SEE RIDER ANNEXED HERETO AND MADE A PART HEREOF

RIDER

23. Place of Closing. Intentionally Omitted

24. Costs. It is specifically understood and agreed that the Seller will not be responsible for the cost of any inspections, or certifications which may be required by Purchaser and or Purchaser's lender. Seller will not be responsible for onsite inspection fees that may be required by the local municipal building department and where said inspection has been requested by the Purchaser's title Company or by the Purchaser's lender, or by the Purchaser unless otherwise agreed to and found within this written contract.

25. Real Estate Tax Representations. Neither the Seller nor any other party involved are responsible for any representations which may have been made as to the real estate taxes payable on said premises or which may be payable in the future. The Purchaser, if the Purchaser so desires, may obtain such tax information from the municipality directly, and the Seller shall cooperate in providing any information as is needed to obtain such tax information.

26. Acceptance of Deed. The acceptance of a deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed, pursuant to the provisions of this agreement, except those, if any, which are herein specifically stated to survive delivery of the deed.

27. Prior Understandings. All understandings and agreements heretofore made between the parties hereto with respect to the subject matter hereof are merged in this contract, which alone fully and completely expresses their agreement, and this contract is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied in this contract. This contract shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard to or aid of canons requiring construction against the grantor, Seller or party drawing the contract.

28. Due Diligence:

(a) During the period commencing on the date hereof and ending at 11:59 p.m. on the Seventy-Fifth (75th) day following the date Purchaser's counsel receives fully executed contracts (the "Due Diligence Period"), Purchaser may, subject to the rights of the tenants and guests of the Premises, if any, perform such physical inspections (including, without limitation, environmental site assessments), surveys and studies, and review such other non-confidential matters related to the Premises, as Purchaser deems reasonably necessary for its review of the Property (collectively, "Inspections and Studies"). In connection therewith, Purchaser shall have the right, at its sole risk, responsibility, cost and expense, to enter upon the Premises at reasonable times and with reasonable notice to Seller for the purpose of conducting such Inspections and Studies. Purchaser shall indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liabilities (including reasonable attorneys' fees and expenses) arising from or related to Purchaser's or its agents or contractors entry upon the Premises or any such Inspections and Studies, which indemnity shall survive the Closing and any termination of this Agreement. After any such entry, Purchaser shall promptly restore the Premises to its prior condition, if its condition was changed by such entry. Seller

shall reasonably cooperate with Purchaser in connection with Purchaser's investigations and inspections of the Premises.

(b) If Purchaser does not acquire the Property for any reason whatsoever, Purchaser shall deliver to Seller promptly upon written demand therefore by Seller and at no cost to Seller all materials and documents previously obtained by Purchaser from Seller (with no retention by Purchaser of copies of any such materials and documents). Purchaser agrees that the information contained in the aforesaid documents shall be maintained in confidence and shall not, without the prior written consent of Seller, be disclosed to any third parties (other than Purchaser's officers, employees, members, partners and shareholders) not involved in said inspections and investigations, the financing of Purchaser's purchase of the Premises, or the negotiation, implementation or enforcement of the terms of this Agreement.

(c) If Purchaser elects, for no reason or for any reason whatsoever, in its sole and absolute discretion, not to proceed with the transaction contemplated by this Agreement, Purchaser will deliver written notice of such decision to Seller and Escrow Agent no later than the Seventy-Fifth (75th) day following the date hereof. Purchaser's failure to deliver to Seller and Escrow Agent a written notice of termination within the time period set forth above shall be deemed to constitute Purchaser's election to proceed with the transaction contemplated hereby and the downpayment shall be non-refundable.

(d) If Purchaser terminates this contract as set forth in (c), above, Purchaser shall forfeit Fifty Thousand Dollars (\$50,000.00) of the earnest money deposit to defray Seller's carry costs during the Due Diligence Period. This provision shall not be deemed a penalty, but constitutes a fair and reasonable amount of damages under the circumstances. This amount shall not be forfeited if Seller cannot deliver insurable title to Purchaser as per the terms set forth in this Vacant Land Contract of Sale.

29. Inspections:

(a) Seller agrees to provide reasonable access to the Real Property to Purchaser and their respective consultants, during business hours and upon reasonable prior verbal notice. In no event shall Purchaser or their consultants unreasonably disturb the use of the space covered by the Leases or its tenants and occupants or the operation of the Real Property. Access to the Real Property is solely for the benefit of Purchaser for the aforestated purposes and shall neither be a basis for evaluating the purchase and sale herein agreed to by Purchaser, nor shall it be a contingency or condition to the performance of Purchaser's obligations hereunder. Without limiting the generality of the foregoing, in no case shall Purchaser or their consultants conduct any physical, soil, groundwater, environmental or other sampling, drilling or coring or any other form of work or investigation which may physically invade, alter, damage or disturb any portion of the Real Property (or the soil or groundwater thereunder). The results of any such inspection shall not be grounds for any release of Purchaser's obligations hereunder or the time for the performance of same, any amendment or modification of this Agreement or any reduction or abatement in the Purchase Price.

(b) All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Purchaser relating to such access will be solely Purchaser's expense, and Purchaser's obligation to pay all of the foregoing shall survive the termination of this Agreement or the Closing, as applicable. Seller shall cooperate with Purchaser in all reasonable respects at no cost to Seller. Seller hereby reserves the right to have a representative present during, and the right to reasonably determine the time of, any access to the Applicable Real Properties.

(c) Purchaser shall, in connection with, and as a condition precedent to, access to the Real Property by Purchaser or their consultants (each, a "Consultant" and collectively, "Consultants"):

(i) provide Seller with not less than two (2) Business Days prior notice of each date on which access will be required, which notice shall include (i) the portion of the Real Property to which access is required, and (ii) the names of the persons and entities that will enter onto the same;

(ii) coordinate with Seller, prior to entering upon the Real Property, so as to minimize any interference with the use, operation and occupancy of the Real Property;

(iii) make, and cause Consultants to make, reasonable efforts to minimize any nuisance to the occupants of the space/premises;

(iv) repair any damage caused by Purchaser, Purchaser's lender or Purchaser's Consultants.

(d) Purchaser covenants and agrees to indemnify, protect, defend, save and hold harmless Seller and the Seller's Parties from and against any and all Losses arising out of (a) death, or bodily injury to any persons, occurring at or otherwise related to the Real Property resulting from any act or omission of Purchaser, its lender, any Consultant, or any of their respective employees, contractors or subcontractors in connection with any inspection of, or access to, the Real Property prior to the Closing, or (b) any damage to, or loss (by theft or otherwise) of, any Real Property occurring at or otherwise related to the Real Property resulting from any act or omission of Purchaser, its lender, any Consultant, or any of their respective employees, contractors or subcontractors irrespective (under both the preceding clauses (a) and (b)) of the cause of injury, damage or loss in connection with any inspection of, or access to, the Real Property prior to the Closing, or (c) any breach of this Article by Purchaser. The foregoing indemnity shall survive the Closing or the termination of this Agreement, as applicable.

(e) Prior to the Closing Date, Purchaser shall not contact, and Purchaser shall not permit its lender, any Consultant, or any of their respective employees, contractors or subcontractors to contact, (i) any occupant of the Premises or any affiliate thereof with respect to any matter other than in the usual and customary course of conducting consultant's work, (ii) any governmental agency or authority (including, without limitation, the Department of Buildings) with respect to the Real Property, other than for title search purposes or (iii) any of the employees of the Real Property and the Seller.

PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER HAS MADE, AND SELLER IS NOT LIABLE OR RESPONSIBLE FOR OR BOUND IN ANY MANNER BY ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS, OBLIGATIONS, GUARANTEES, STATEMENTS, INFORMATION OR INDUCEMENTS PERTAINING TO THIS PROPERTY OR ANY PART THEREOF; TITLE TO THE PROPERTY; THE PHYSICAL CONDITION THEREOF; THE ENVIRONMENTAL CONDITION THEREOF; THE FITNESS AND QUALITY THEREOF; THE PURPOSES FOR WHICH THE PROPERTY CAN BE USED; CURRENT AND FUTURE ZONING; THE SUITABILITY OF THE PROPERTY OR ANY PORTION THEREOF FOR RENOVATION OR CONSTRUCTION, OR ANY OTHER MATTER OR THING WHATSOEVER WITH RESPECT THERETO. PURCHASER ACKNOWLEDGES, AGREES, REPRESENTS AND WARRANTS THAT IT INVESTIGATED INFORMATION AND DATA RELATING TO THE PROPERTY AS PURCHASER HAS CONSIDERED NECESSARY, PRUDENT, APPROPRIATE OR DESIRABLE FOR THE PURPOSES OF THIS TRANSACTION AND THAT PURCHASER AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE INDEPENDENTLY INSPECTED, EXAMINED, INVESTIGATED, ANALYZED AND APPRAISED ALL OF THE SAME AND ALL OTHER MATTERS IT HAS DETERMINED ARE CONDITIONAL TO PURCHASING THE PROPERTY. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES AND AGREES THAT, IN ENTERING INTO THIS CONTRACT, PURCHASER HAS NOT BEEN INDUCED BY AND HAS NOT RELIED UPON ANY REPRESENTATIONS OR STATEMENTS, WHETHER EXPRESSED OR IMPLIED, WRITTEN OR VERBAL MADE BY SELLER OR ANY AGENT, EMPLOYEE OR OTHER REPRESENTATIVE OF SELLER, OR ANY OTHER PERSON, WHICH ARE NOT EXPRESSLY SET FORTH IN THIS CONTRACT, WHETHER OR NOT SUCH REPRESENTATIONS OR STATEMENTS WERE MADE ORALLY OR ELSEWHERE IN WRITING. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE REAL PROPERTY AND ALL OTHER PORTIONS OF THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS,"

30. Non-Recording. It is understood and agreed that the Purchaser will not record a copy of this Contract. In the event that the Purchaser records this Contract, except in connection with the filing of a Lis Pendens against the property, such act shall constitute an act of default by Purchaser entitling the Seller to all rights and remedies provided in this Contract including the retention of the downpayment and an action against Purchaser for wrongfully recording this contract which action shall entitle Seller to immediate relief including summary judgment, a restraining order, and an order by any Court of competent jurisdiction directing the County Clerk to cancel the Contract as a lien of record against the premises. Additionally, Purchaser shall be responsible for and indemnify and hold harmless Seller from all costs and expenses of any court action brought by Seller in enforcing the provisions of this paragraph, including attorney's fees incurred by Seller. In the event that Seller pays any expenses as set forth in the preceding sentence, Purchaser shall reimburse Seller for funds paid.

31. Confidentiality. Purchaser and Seller shall hold in confidence and shall not disclose to third parties, and shall cause their officers, directors, employees, representatives, brokers, attorneys and advisers to hold in confidence and not disclose to third parties, this transaction and Agreement and its terms, and any information relating to the Property provided by Seller to Purchaser in connection with this transaction and Agreement (collectively, the "Information"), except to the extent any Information (i) must be disclosed by order of any court or regulatory agency, or by law, (ii) is publicly known or becomes publicly known other than through the acts of Buyer or Seller, or any of their officers, directors, employees, representatives, brokers, attorneys or advisers.

32. Release. EFFECTIVE AS OF THE CLOSING, PURCHASER SHALL BE DEEMED TO HAVE RELEASED SELLER AND ALL SELLER RELATED PARTIES FROM ALL CLAIMS WHICH PURCHASER OR ANY AGENT, REPRESENTATIVE, AFFILIATE, EMPLOYEE, DIRECTOR, OFFICER, PARTNER, MEMBER, SERVANT, SHAREHOLDER OR OTHER PERSON OR ENTITY ACTING ON PURCHASER'S BEHALF OR OTHERWISE RELATED TO OR AFFILIATED WITH PURCHASER (EACH, A "PURCHASER RELATED PARTY") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE PROPERTY INCLUDING THE DOCUMENTS AND INFORMATION REFERRED TO HEREIN, THE LEASES AND THE TENANTS THEREUNDER, IF ANY, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF ALL OR ANY PORTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS, AND PURCHASER SHALL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION.

33. Legal Costs. The parties hereto agree that they shall pay directly any and all legal costs which they have incurred on their own behalf in the preparation of this Agreement, all deeds and other agreements pertaining to this transaction, and that such legal costs shall not be part of the closing costs. In addition, if either Purchaser or Seller brings any suit or other proceeding with respect to the subject matter or the enforcement of this Agreement, the prevailing party (as determined by the court, agency, arbitrator or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover reasonable attorneys' fees, expenses and costs of investigation actually incurred. The foregoing includes attorneys' fees, expenses and costs of investigation (including those incurred in appellate proceedings), costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code (11 United States Code Sections 101 et seq.), or any successor statutes.

34. Waiver of Trial by Jury. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

35. Execution of Agreement; Counterparts; Electronic Signatures.

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

36. Specific Performance. If Purchaser does not commence an action for specific performance within thirty (30) days after termination of this Contract by Seller, for an alleged Seller default under the Contract of Sale, said action shall be waived by Purchaser.

37. Restrictive Covenant in Deed. There shall be a restrictive covenant in the deed of transfer which shall restrict/forbid the building of elevated parking structures on the property, which restrictive covenant shall run with the land.

38. Real Estate Taxes. Purchaser shall reimburse/credit Seller, at closing, for all per diem town/county and school taxes paid by Seller for the property for the period commencing on the date Purchaser's counsel receives a fully executed contract to the date of closing. Said reimbursement/credit shall be credited to Seller as an adjustment at closing.

39. Conflict of Terms. In the event there is a conflict between the provisions of this rider and the Contract of Sale then the paragraphs as stated within the rider shall prevail.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

Seller: Swan Cove Manor LLC

Purchaser: Town of Carmel

By: _____

Attorney for Seller:

Valentin Djonovic & Associates, PLLC
2027 Williamsbridge Road, Second Fl., Suite 1
Bronx, New York 10461
Tel: (718) 829-0000 Fax: (718) 829-0001

Attorney for Purchaser:

Gregory L. Folchetti, Esq.
1875 US-6, Carmel Hamlet, NY 10512
Tel.: (845) 225-1900 Fax: _____

Receipt of the Downpayment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 3.

Valentin Djonovic, Esq., Escrowee

Record & Return Title Agency, Inc.

Old Republic National Title Insurance

Schedule A Description

Revised: 02/22/2016

Title Number RR-P-28587-15

Page 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, bounded and described as follows:

BEGINNING at a point, where the division line between lands hereinafter described on the West and lands known as White Sail Condominium as shown on Map filed in the Putnam County Clerk's Office on October 27, 1989 as Map No. 2444, on the East, intersect the northerly line of lands now or formerly of Ryan (Deed Liber 631 cp 399);

RUNNING THENCE North 77 degrees 53 minutes 40 seconds West along said land now or formerly of Ryan, 30 feet to lands now or formerly of Mahopac National Bank (Deed Liber 590 cp 328);

THENCE along said last mentioned land the following three (3) course and distances:

North 70 degrees 39 minutes 30 seconds West 52.18 feet;

South 18 degrees 47 minutes 05 seconds West 19.96 feet; and

North 70 degrees 59 minutes 00 seconds West 82.65 feet to other lands now or formerly of Mahopac National Bank (Deed Liber 870 cp 172);

THENCE North 19 degrees 49 minutes 40 seconds East along said last mentioned land 171.24 feet (171.25 feet per survey);

THENCE South 83 degrees 8 minutes 10 seconds East 146.04 feet to lands shown on Map No. 2444 aforesaid;

THENCE RUNNING South 12 degrees 50 minutes 20 seconds West along said land shown on Map No. 2444, 179.75 feet to the point or place of BEGINNING.

TOGETHER with an easement for ingress and egress as contained in easement agreement recorded in Liber 1092 cp 319. As corrected by amended easement dated February 28, 1992 between The Mahopac National Bank and Lakefront Development Corp. in Liber 1150 cp 242.

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Survey Reading

Title Number RR-P-28587-15

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Survey made by Baxter Land Surveying, PC dated February 19, 2016 shows:

Seven (7) frame residences in disrepair with frame enclosures attached; low framing and roof over foundations; wood and concrete stoops with steps; beach area in rear of premises

No encroachments, no violations of deed restrictions or variations with lot lines except for the following:

Variations between chain link fence, stockade fence and south record line of title.

Variations between row of posts, remains of old fence and east record line of title.

Variations between stone retaining wall, beach area and north record line of title.

Variations between stone retaining wall, chain link fence, willow and west record line of title.

Overhead wires encroach onto premises. Policy excepts right of Utility Company to maintain and repair same.

Policy insures, for mortgage purposes only, against monetary loss by reason of said encroachments and/or variations.

Easement for ingress and egress as contained in easement agreement recorded in Liber 1092 cp 319. As corrected by amended easement dated February 28, 1992 between The Mahopac National Bank and Lakefront Development Corp. in Liber 1150 cp 242.

Policy affirmatively insures ingress and egress to the nearest public highway.

No title will be insured to any land lying below the present or future high water line of Lake Mahopac.

Riparian rights and easements of others over Lake Mahopac, but the policy does not insure any riparian rights or easements in favor of the owner of the premises herein.

Right of the United States Government to establish harbor, bulkhead or pierhead lines or to change or alter any such existing lines and to remove or compel the removal or fill and improvements thereon, including buildings or other structures, from land now or formerly lying below the high water mark of Lake Mahopac without compensation to the insured.

Rights of the United States Government, the State of New York, County of Putnam and Town of Carmel or any of their departments or agencies to regulate

except as stated

Survey Reading

Title Number RR-P-28587-15

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and control the use of the docks, piers, bulkhead, land under water and land adjacent thereto.

Note: Survey Reading and/or Inspection are not intended to be and should not be used to determine compliance with local building, zoning laws and regulations. They should only be relied upon to disclose exceptions to title.

DATE: FEBRUARY 19, 2016

N.

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ROBERT L. CARTER, P.L.C.

File No. P-3 47

RESOLUTION #10

RESOLUTION CONSENTING TO THE DEDICATION OF TOWN HIGHWAYS – KIRKWOOD ESTATES

WHEREAS an application to dedicate Radnor Lane and Alan Drive (aka Sprucetop Drive) in the Kirkwood Estates Subdivision to the Town of Carmel together with a Dedication and Release has been filed by Kirkwood Estates, LLC, and

WHEREAS the Town Highway Superintendent and the Town Engineer have recommended that the road be accepted for dedication,

NOW, THEREFORE, BE IT RESOLVED, in accordance with the provisions of Section 171 of the Highway Law of the State of New York, that the Town Board of the Town of Carmel hereby consents to the dedication of Radnor Lane and Alan Drive (aka Sprucetop Drive) in the Kirkwood Estates Subdivision and hereby authorizes the Town Highway Superintendent to sign an Order Laying Out said Radnor Lane and Alan Drive (aka Sprucetop Drive) in the Kirkwood Estates Subdivision as Town Highways upon being advised by the Town Counsel that all necessary documents required in connection with said dedication have been received; and

BE IT FURTHER RESOLVED that, upon the recommendation of the Highway Superintendent and the Town Engineering Consultant, the posting of a maintenance bond for said road is hereby waived since the top course of pavement has been in place for over one year.

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	_____	_____

RESOLUTION #11

**RESOLUTION AUTHORIZING FILING OF
SEMI-ANNUAL
MS4 STORMWATER REPORT**

WHEREAS the Town Board has been presented with a draft semi- annual MS4 Stormwater Report prepared by the Town of Carmel Engineering Department; and

WHEREAS public comment on the draft annual report was received by the Town Board and the Town Board has considered any comments to such report comments;

NOW, THEREFORE, BE IT RESOLVED that the Town Supervisor, Kenneth Schmitt is hereby authorized to sign and file said report as drafted by Town Engineer Richard J. Franzetti, P.E.

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	_____	_____