

**KENNETH SCHMITT**  
*Town Supervisor*

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

**ANN SPOFFORD**  
*Town Clerk*

**FRANK D. LOMBARDI**  
*Town Councilman*  
*Deputy Supervisor*

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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

**TOWN BOARD WORK SESSION**  
**Wednesday, July 8, 2015 7:00pm**

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**Pledge of Allegiance – Moment of Silence**

**Town Board Work Session:**

1. Review of Town Board Minutes, June 17, 2015
2. Councilman Jonathan Schneider – Consider Amending Town Code in Regards to Property Maintenance
3. Richard Franzetti, PE, Town Engineer – Consider Contract Amendment to Multi Modal #4 – NYS Grant Extension
4. Richard Franzetti, PE, Town Engineer – Consider Accepting Proposal for Emergency Beam Repair CWD#2
5. Consider Request to Waive the Notice Requirement in Section 64 of the New York State ABC Law with Respect to a Liquor License for Prato Trattoria, Inc. d/b/a Prato Trattoria

- **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**

#2

Pasquerello, Anne

**Attachments:**

Massapequa Park Property Maintenance Law 6 11 12 (3).docx; Property Maintenance Law effective June 11, 2012.pdf

☒ Work Session 7/8/15

Hi Everyone-

☐ Agenda \_\_\_\_\_

Sorry I didn't forward this a couple weeks ago when it came up again. This is regarding the property maintenance laws and how we can recoup some of the costs we have associated with these items and the man hours spent getting them corrected. We presently don't have a way to charge for our Town Hall Employees time and this would address that shortfall. I'd like to place this on our next work session for further discussion. Please let me know if you guys have any questions or concerns.

Thanks,  
Jon

LOCAL LAW 2 OF 2012 AMENDING AND REPLACING  
CHAPTER 254 "PROPERTY MAINTENANCE",  
OF THE CODE OF THE  
INCORPORATED VILLAGE OF MASSAPEQUA PARK

(#2)

☒ Work Session 7/8/15

☐ Agenda \_\_\_\_\_

§254-1      Title.

This chapter shall be known and cited as the "Property Maintenance Code of the Incorporated Village of Massapequa Park."

§254-2      Intent and Purpose.

It is the intent and purpose of this chapter to provide for, and ensure the proper use of property and to prevent the unsafe, hazardous or dangerous conditions upon property within the Village of Massapequa Park; to provide basic and uniform standards governing the maintenance, appearance and condition of all properties, whether improved or unimproved, residential, commercial or otherwise. The Village finds that the presence of blight upon properties, caused by factors including, but not limited to, foreclosures throughout the Village, is detrimental to the health, safety and welfare of the Village. It is the intent, therefore, of the Village that blight be identified, abated and eliminated and that any and all conditions which pose a threat to the health, and safety of the public or to property within Village of Massapequa Park be eliminated. The Board of Trustees finds that upon the failure to eliminate such conditions, the Village may cause to have said conditions eliminated and assess the cost thereof against the owners, occupants or other persons as set forth in this chapter.

§254-3      Maintenance of Property Required.

A. General Requirements.

1. Surface and subsurface water shall be drained to prevent damage to buildings and structures and to prevent development of stagnant waters. Gutters, culverts, catch basins, drain inlets, storm water sewers and sanitary sewers or other satisfactory drainage systems shall be provided and utilized. In no case shall

the water from any rain leader be allowed to flow over the sidewalk of adjoining property.

2. All property shall be well maintained so that lawns, hedges, bushes, trees and weeds shall be trimmed so as to prevent overgrown and unsightly conditions. In no event shall any plant growth overhang or extend beyond the property line. No weeds or plant growth shall be permitted to exceed ten (10) inches in height.
3. All fences shall be maintained in a safe and attractive state and be maintained in good repair. Such maintenance shall include, but not be limited to, the replacement and/or repair of fences which may become in disrepair.
4. No shopping baskets, carts or wagons shall be left unattended or standing, and said baskets, carts or wagons shall be regularly collected and removed to the interior of the building or buildings from which they were taken by the person responsible for said building or buildings.

B. Buildings and Structures.

1. All exterior exposed surfaces shall be repaired, coated, treated or sealed to protect them from deterioration or weathering.
2. Floors, walls, ceilings, stairs, furnishing and fixtures of buildings shall be maintained in a clean, safe and sanitary condition. Every floor, exterior wall, roof and porch, or appurtenance thereto, shall be maintained in a manner so as to prevent collapse of the same or injury to the occupants of the building or to the public.
3. Foundation walls of every building shall be maintained in good repair and be structurally sound.
4. Exterior walls (including doors and windows), roofs and the areas around doors, windows, chimneys and other parts of a building, shall be so maintained as to keep water from entering the building. Materials which have been damaged or show evidences of dry rot or other deterioration or damage shall be repaired or replaced and refinished in a good workmanlike manner. Exterior walls, roofs and other parts of the building shall be free from loose and unsecured objects and material. Such objects or materials shall be removed, repaired or replaced.
5. Each and every part of the property including but not limited to

stairs, steps, walks, walkways, driveways, parking areas and spaces and other paved surfaces shall be kept in good repair, and in a clean, sanitary and safe condition and free from any litter, debris, paper, dirt, garbage or junk. All stairs, steps, walks, walkways, driveways, parking areas and spaces and other paved surfaces and areas shall be maintained in a manner which permits for safe passage. Any holes or other hazards that may exist shall be filled, or necessary repairs or replacement carried out. All driveways and parking spaces shall be covered with a dustless free surface, and such driveways and parking spaces shall be regularly cleaned to avoid accumulation of dirt, paper or any debris. Any and all sidewalks shall be kept free from snow and ice. In removing such snow or ice, no person shall put the same in the gutter or drain of the street or in any manner fill up or obstruct any such gutter or drain.

6. Vacant buildings shall be maintained in a condition that does not present a hazard to adjoining properties, buildings, structures or to the public.
7. All property, buildings and structures shall be maintained free of insects, vermin and rodent harborage and infestation. Insects, rodents or other pests shall be exterminated or caused to be exterminated and methods used for such extermination shall conform with generally accepted practices and comply with all applicable law.
8. No building or structure shall be permitted to exist with graffiti. Graffiti shall be removed and the building or structure restored. For purposes of this subsection, graffiti is defined as any writing, painting, drawing, staining, carving, etching or other marking, made by use of chalk, paint, ink, aerosol spray can, knife, pencil or any other marking device and/or material, of any word, name, lettering, inscription, figure, design, or other representation, made upon a portion of a building or structure without the consent of the owner. Signs with proper sign permits or approval are expressly not included in the definition of graffiti.
9. Blighted property is prohibited. In determining whether a property shall be designated as blighted, the following factors shall be considered by the Building Inspector:
  - a. Boarded windows, doors, entryways or exits;
  - b. Broken or unsecured windows;

- c. Excessive litter or debris;
- d. Overgrown grass at least ten (10) inches or higher or other overgrown vegetation or shrubbery;
- e. More than one (1) unregistered motor vehicle;
- f. Roofs, gutters, siding/shingles, chimney, shutters, and/or accessory structures including, but not limited to, decks, sheds, porches, pools, pool houses or cabanas, garages, carports, storage units, front and rear porches, outside statuary, and/or fish ponds which are broken, unsecured, or in disrepair;
- g. Junk vehicles, salvage, or scrap property;
- h. Damaged, unsightly, unsecured or unpermitted signage or awnings;
- i. Graffiti;
- j. Fencing which is broken, unsecured or in disrepair;
- k. Outdoor lighting fixtures which are broken, unsecured or in disrepair;
- l. Electrical wires, electrical equipment or extension cords which are broken, exposed or hazardously utilized;
- m. Unfinished or abandoned construction;
- n. Damaged, dead or fallen trees or limbs;
- o. Fire damage to property which has not been repaired or restored;
- p. Peeling or deteriorated paint;
- q. Stagnant water;
- r. Open or unsecured wells, cesspools or cisterns;

- s. Vermin, rodent harborage or infestation;
- t. Any other factors deemed by the Building Inspector to pose significant threat to the safety, health and/or general welfare of the Village; and
- u. Presence within/upon an outdoor area or the improper storage of: (a) refrigerator, washing machine, sink, stove, heater, boiler, tank, other household appliances, boxes or indoor furniture for a period in excess of seventy-two (72) consecutive hours, and/or (b) lumber, construction materials, dirt, debris, trash, garbage or uncovered refuse cans, accumulated refuse or garbage in covered refuse cans which is not timely or properly disposed of.

§254-4 Parties Responsible.

- A. It shall be a violation of this Chapter for any person, owner or occupant to create, cause, maintain or cause to, or permit to, continue or to fail to abate, correct or remove any condition that is prohibited by this Chapter. For purposes of this Chapter, any person shall include the owner, occupant, tenant, mortgagee or vendee in possession, mortgagee when the owner or occupant has caused or allowed the property to deteriorate or otherwise fall into a state of disrepair or blight, a mortgagee who has commenced the foreclosure process, the operator, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm, or corporation directly or indirectly in control of property or part thereof.

§254-5 Additional Responsibilities of Owners.

- A. 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 operators, occupants and others and regardless of any agreements between owners, operators, occupants or others as to which party shall assume such responsibility.
- B. Whenever any person or persons shall be in actual possession of or have charge, care or control of any property within the Village of Massapequa Park as executor, administrator, trustee, guardian, operator

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 as the record owner, and notice to any such person or any order or decision of the Building Inspector shall be deemed and taken to be a good and sufficient notice, as if such person or persons were actually the record owner or owners of such property. In instances where an occupant is responsible or shares responsibility with the owner for the existence of one of more violations of this Chapter, said occupant shall be deemed and taken to be an owner within the true intent and meaning of this Chapter.

§254-6      Additional Responsibilities of Mortgage Holders

- A. The mortgage holder shall immediately notify the Village, in writing, of its notice to the owner of the owner's failure to maintain the property. Upon the commencement of foreclosure proceedings the mortgage holder shall also immediately notify the Village, in writing, of such action. Commencement of a foreclosure proceeding shall be defined in this Chapter as the service of a notice of foreclosure upon a property owner.
- B. Upon either of the contingencies set forth in §254-6(A), the mortgage holder shall also deposit with the Village a sum determined by the Building Inspector to be sufficient for the maintenance and repair of the property. The Building Inspector shall have the authority to reduce or waive the deposit.

§254-7      Inspection Authorization.

- A. The Building Inspector is hereby authorized and directed to make all inspections necessary to determine whether compliance with the provisions of this Chapter exists. For the purpose of making such inspections, the Building Inspector is hereby authorized to enter, examine and survey at all reasonable times all dwellings, dwelling units and premises. The owner or occupants of every dwelling or dwelling unit, or the person in charge thereof, shall give the Building Inspector free access to such dwelling or dwelling unit and its premises at all reasonable times for the purpose of such inspection, examination and survey. Every occupant of a dwelling or dwelling unit shall give the owner thereof, or his agent or employee, access to any part of such dwelling or dwelling unit or its premises at all reasonable times for the



purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this Chapter or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this Chapter.

B. In the event that permission to enter any such dwelling, dwelling unit, rooming house, rooming unit or boarding house for the purpose of inspection is denied, the Building Inspector may apply to the appropriate authority for a search warrant.

C. A warrant shall not be required:

1. When entry is by permission or at the request of the owner of occupant.
2. Where an imminent danger to health and safety exists.
3. Following an accident or inherent condition where immediate inspection is required to determine if an imminent danger to health or safety exists.

§254-8      Notice to Remedy Prohibited Conditions and Enforcement.

- A. The Building Inspector or any other enforcement officer appointed by the Building Inspector of the Village of Massapequa Park shall be charged with the duty of administering and enforcing this Chapter.
- B. It shall be the duty of the Building Inspector or any other duly appointed enforcement officer of the Village of Massapequa Park to issue a notice of violation to order in writing the correction of all conditions found to exist in or on any premises which violate the provisions of this Chapter. Alternatively, the Building Inspector may, in his sole discretion, issue an appearance ticket pursuant to Article 150 of the Criminal Procedure Law.
- C. If a notice of violation is issued it shall be served either personally or by posting. If a notice of violation is served by posting it shall be posted in a conspicuous place upon the premises of the person(s) charged with the violation and a copy thereof shall be mailed, certified mail return receipt requested, to the person(s) charged. If the person so charged is not the owner, the notice shall also be mailed, certified mail return receipt requested, to the owner.

- D. A notice of violation shall state that, unless, within ten (10) calendar days from service of the notice of violation, five (5) calendar days for violations relating to grass, vegetation or shrubbery, a written request is made for a hearing before the Building Inspector, the notice of violation shall, at the expiration of such ten (10) day period, or five (5) calendar days, as the case may be, be deemed an order to cease and desist from and to abate, correct or remove the offending conditions; such notice shall prescribe a reasonable time within which such person shall be required to cease and desist from and abate, correct or remove such violative condition.
- E. Within five (5) calendar days of receipt of a request for a hearing the Building Inspector in his sole discretion shall advise in writing whether the hearing will be conducted upon written submissions or will require personal appearance(s). If personal appearance is required, the hearing shall be commenced no later than fifteen (15) calendar days after the request for hearing is made, provided that, for good cause, the Building Inspector may postpone such hearing for a reasonable time. If, after the hearing the enforcement officer finds that no violation exists, or that unusual, extraordinary or undue hardship exists he shall withdraw the notice of violation. If the Building Inspector finds that a violation exists, he shall issue a decision ordering the abatement, correction or removal of same within a prescribed reasonable time. The decision of the Building Inspector shall be issued within seven (7) calendar days of the hearing. In the event that the hearing is conducted upon written submissions the decision shall be issued within seven (7) days of the date the written submissions were submitted.
- F. Any party aggrieved by the decision of the Building Inspector may, within five (5) calendar days of the Building Inspector's decision, appeal the decision to the Zoning Board of Appeals of the Village of Massapequa Park.

§254-9

Action for Noncompliance.

- A. If the violative condition is not abated, corrected or removed within twenty (20) calendar days, five (5) calendar days for violations relating to grass, vegetation or shrubbery, after the cease and desist order or decision, as the case may be, the Building Inspector is hereby authorized and empowered to pay for the abatement,

correction or removal, of the conditions in violation of this chapter, or to have the condition(s) abated, corrected or abated.

- B. In the event that the Village of Massapequa Park has abated, corrected or removed the offending conditions or has paid for such abatement, correction or removal, the actual cost thereof, plus the accrued legal rate of interest per annum from the date of the completion of the work shall be charged to the parties responsible, as set forth in §254-4 or the owner of the offending property, building or structure, as the case may be, and such charge shall become due and payable at the time of the present amount of such bill. A copy of the invoice shall be mailed to the persons charged with the violation by certified mail return receipt requested. The owner, or other parties responsible, may within ten (10) calendar days of receipt of the invoice request a hearing before the Building Inspector to challenge the reasonableness of the fees.
- C. In the event no hearing is requested to challenge the reasonableness of the fees, and the full amount due the Village of Massapequa Park specified in subsection (2) remains unpaid twenty (20) calendar days following the mailing of the invoice for the cost associated with the abatement, correction or removal, then in that case, the Building Inspector shall cause to be filed in the office of the Village Clerk a sworn statement showing the cost and expense incurred for the work, the date the work was completed and the location of the property by section, lot and block on which said work was done and the name of the reputed owner thereof. The filing of such sworn statement shall constitute a lien and privilege on the property and shall remain in full force and effect for the amount due in principal and interest, plus cost of court, if any, for collection, until final payment has been made. Said costs and expenses shall be a lien on the property and 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 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 becomes delinquent. Sworn statements filed in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and the work has been properly and successfully done and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a statement that the same is due and collectible as provided by law.

- A. Where the Building Inspector designates that a property is blighted in accordance with §254-3(B)(9) notice of such violative condition shall be served in accordance with §254-8.
- B. In the event that the property remains in a blighted condition the Village shall have the right to seek the remedies set forth in §254-9. If the blighted conditions have not been abated, corrected or removed to the satisfaction of the Building Inspector, within twenty (20) days of the cease and desist order or decision, as the case may be, as set forth in §254-9, the Building Inspector shall have the right, in addition to the remedies and penalties set forth in §254-9 and §254-11, to place the blighted property on the “Incorporated Village of Massapequa Park Blighted Property Registry.”
- C. Upon the placement of blighted property upon the “Incorporated Village of Massapequa Park Blighted Property Registry,” notice shall be served upon the owner and other responsible parties, as the case may be, that the property has been placed upon the registry and that a registration fee as set forth herein shall be assessed to the property within fifteen (15) days of the notice. The parties responsible may request a hearing before the Building Inspector to challenge the reasonableness of the registration fee. A registration fee shall be assessed as follows: five thousand dollars (\$5,000) for each commercial blighted property; two thousand five hundred dollars (\$2,500) for each residential blighted property.
- D. In the event no hearing is requested to challenge the reasonableness of the registration fee, and the full amount of the registration remains unpaid twenty (20) calendar days following the mailing of the notice, the Building Inspector shall cause to be filed in the office of the Village Clerk a sworn statement showing the amount unpaid. The filing of such sworn statement shall constitute a lien and privilege on the property and shall remain in full force and effect for the amount due in principal and interest, plus cost of court, if any, for collection, until final payment has been made. Said costs and expenses shall be a lien on the property and 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 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 becomes delinquent. Sworn statements filed in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and shall be full notice to every person concerned that the amount of the

statement, plus interest, constitutes a statement that the same is due and collectible as provided by law.

E. The Building Inspector may reduce or waive the registration fee, provided the responsible parties enter into a restoration agreement and the following conditions are satisfied:

1. The existence of a valid Certificate of Occupancy or application therefore;
2. There are no other outstanding violations and;
3. The restoration agreement must contain an acknowledgment from the parties responsible that the property is blighted and specify a detailed plan designed to abate, correct or remove all blighted conditions.

F. A party's failure to adhere to the restoration agreement shall subject such party to immediate assessment of the registration fee.

#### §254-11 Penalties for Offenses

Any person or persons, association, firm or corporation who violates any provision of this Chapter shall be guilty of a violation, punishable as follows:

- A. For conviction of a first offense, by a fine of not less than two hundred fifty (\$250) dollars and not more than one thousand (\$1,000) dollars or by imprisonment not exceeding five (5) days, or by both.
- B. For conviction of the second of two offenses, both of which were committed within a period of five (5) years, by a fine of not less than one thousand (\$1,000) dollars and not more than two thousand five hundred (\$2,500) dollars or by imprisonment not exceeding ten (10) days, or by both.
- C. For conviction of a third or subsequent offense of a series of offenses, all of which were committed within a period of five (5) years, by a fine of not less than two thousand five hundred (\$2,500) dollars and not more than ten thousand (\$10,000) dollars or by imprisonment not exceeding fifteen (15) days, or by both.

- D. Each week in which the violation continues shall constitute a separate and additional violation and shall be punishable as such pursuant to this section.
- E. The Building Inspector is authorized and directed to institute any and all actions and proceedings necessary to enforce this Chapter. The Village Attorney is also authorized to seek damages and any civil penalties in any civil action, and such penalties shall be in addition to and not in lieu of any criminal prosecution or other penalties.

§254-12      Supplemental Remedies.

In addition to the remedies set forth in this chapter, the Village of Massapequa Park reserves the right to pursue any and all remedies available including, but not limited to, those set forth in Articles 13 and 19-A of the Real Property Actions and Proceedings Law and the Building Inspector is hereby authorized to take any and all action specified thereunder.

§254-13      Emergency.

Whenever the Building Inspector determines that an emergency exists which requires immediate action to protect the public health, safety and welfare, he may issue an order, in writing, to the owner, agent or occupant reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this Chapter, such order shall be effective immediately. Any party to whom such order is directed shall comply therewith immediately. If such party does not respond within a reasonable time to address the emergency, then the Building Inspector shall have the power to abate, correct or remove the emergency, and any expenses, including any legal expenses, incurred by the Village of Massapequa Park shall be borne by the owner, occupant, or other parties responsible as defined in §254-4.

§254-14      Property Maintenance Code of the State of New York Controlling.

The requirements and standards set forth in the Property Maintenance Code of the State of New York, 2012 and all revisions and amendments thereto shall be controlling in the Incorporated Village of Massapequa Park. Where permitted by the Property Maintenance Code of the State of New York, it is the intent of the Board of Trustees to implement greater minimum standards within the Village of Massapequa Park.

§254-15      Severability.

If any section, paragraph, subsection or provision of this chapter shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Chapter as a whole or any part or provision thereof other than the part so decided to be invalid or unconstitutional.

§254-16      When Effective.

The provisions of this Chapter shall take effect immediately.

Effective 6/11/12

LOCAL LAW 2 OF 2012 AMENDING AND REPLACING  
CHAPTER 254 "PROPERTY MAINTENANCE",  
OF THE CODE OF THE  
INCORPORATED VILLAGE OF MASSAPEQUA PARK

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- u. Presence within/upon an outdoor area or the improper storage of: (a) refrigerator, washing machine, sink, stove, heater, boiler, tank, other household appliances, boxes or indoor furniture for a period in excess of seventy-two (72) consecutive hours, and/or (b) lumber, construction materials, dirt, debris, trash, garbage or uncovered refuse cans, accumulated refuse or garbage in covered refuse cans which is not timely or properly disposed of.

§254-4 Parties Responsible.

A. It shall be a violation of this Chapter for any person, owner or occupant to create, cause, maintain or cause to, or permit to, continue or to fail to abate, correct or remove any condition that is prohibited by this Chapter. For purposes of this Chapter, any person shall include the owner, occupant, tenant, mortgagee or vendee in possession, mortgagee when the owner or occupant has caused or allowed the property to deteriorate or otherwise fall into a state of disrepair or blight, a mortgagee who has commenced the foreclosure process, the operator, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm, or corporation directly or indirectly in control of property or part thereof.

§254-5 Additional Responsibilities of Owners.

- A. 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 operators, occupants and others and regardless of any agreements between owners, operators, occupants or others as to which party shall assume such responsibility.
- B. Whenever any person or persons shall be in actual possession of or have charge, care or control of any property within the Village of Massapequa Park as executor, administrator, trustee, guardian, operator

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 as the record owner, and notice to any such person or any order or decision of the Building Inspector shall be deemed and taken to be a good and sufficient notice, as if such person or persons were actually the record owner or owners of such property. In instances where an occupant is responsible or shares responsibility with the owner for the existence of one or more violations of this Chapter, said occupant shall be deemed and taken to be an owner within the true intent and meaning of this Chapter.

§254-6      Additional Responsibilities of Mortgage Holders

- A. The mortgage holder shall immediately notify the Village, in writing, of its notice to the owner of the owner's failure to maintain the property. Upon the commencement of foreclosure proceedings the mortgage holder shall also immediately notify the Village, in writing, of such action. Commencement of a foreclosure proceeding shall be defined in this Chapter as the service of a notice of foreclosure upon a property owner.
- B. Upon either of the contingencies set forth in §254-6(A), the mortgage holder shall also deposit with the Village a sum determined by the Building Inspector to be sufficient for the maintenance and repair of the property. The Building Inspector shall have the authority to reduce or waive the deposit.

§254-7      Inspection Authorization.

- A. The Building Inspector is hereby authorized and directed to make all inspections necessary to determine whether compliance with the provisions of this Chapter exists. For the purpose of making such inspections, the Building Inspector is hereby authorized to enter, examine and survey at all reasonable times all dwellings, dwelling units and premises. The owner or occupants of every dwelling or dwelling unit, or the person in charge thereof, shall give the Building Inspector free access to such dwelling or dwelling unit and its premises at all reasonable times for the purpose of such inspection, examination and survey. Every occupant of a dwelling or dwelling unit shall give the owner thereof, or his agent or employee, access to any part of such dwelling or dwelling unit or its premises at all reasonable times for the

purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this Chapter or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this Chapter.

B. In the event that permission to enter any such dwelling, dwelling unit, rooming house, rooming unit or boarding house for the purpose of inspection is denied, the Building Inspector may apply to the appropriate authority for a search warrant.

C. A warrant shall not be required:

1. When entry is by permission or at the request of the owner of occupant.
2. Where an imminent danger to health and safety exists.
3. Following an accident or inherent condition where immediate inspection is required to determine if an imminent danger to health or safety exists.

§254-8

Notice to Remedy Prohibited Conditions and Enforcement.

A. The Building Inspector or any other enforcement officer appointed by the Building Inspector of the Village of Massapequa Park shall be charged with the duty of administering and enforcing this Chapter.

B. It shall be the duty of the Building Inspector or any other duly appointed enforcement officer of the Village of Massapequa Park to issue a notice of violation to order in writing the correction of all conditions found to exist in or on any premises which violate the provisions of this Chapter. Alternatively, the Building Inspector may, in his sole discretion, issue an appearance ticket pursuant to Article 150 of the Criminal Procedure Law.

C. If a notice of violation is issued it shall be served either personally or by posting. If a notice of violation is served by posting it shall be posted in a conspicuous place upon the premises of the person(s) charged with the violation and a copy thereof shall be mailed, certified mail return receipt requested, to the person(s) charged. If the person so charged is not the owner, the notice shall also be mailed, certified mail return receipt requested, to the owner.

- D. A notice of violation shall state that, unless, within ten (10) calendar days from service of the notice of violation, five (5) calendar days for violations relating to grass, vegetation or shrubbery, a written request is made for a hearing before the Building Inspector, the notice of violation shall, at the expiration of such ten (10) day period, or five (5) calendar days, as the case may be, be deemed an order to cease and desist from and to abate, correct or remove the offending conditions; such notice shall prescribe a reasonable time within which such person shall be required to cease and desist from and abate, correct or remove such violative condition.
- E. Within five (5) calendar days of receipt of a request for a hearing the Building Inspector in his sole discretion shall advise in writing whether the hearing will be conducted upon written submissions or will require personal appearance(s). If personal appearance is required, the hearing shall be commenced no later than fifteen (15) calendar days after the request for hearing is made, provided that, for good cause, the Building Inspector may postpone such hearing for a reasonable time. If, after the hearing the enforcement officer finds that no violation exists, or that unusual, extraordinary or undue hardship exists he shall withdraw the notice of violation. If the Building Inspector finds that a violation exists, he shall issue a decision ordering the abatement, correction or removal of same within a prescribed reasonable time. The decision of the Building Inspector shall be issued within seven (7) calendar days of the hearing. In the event that the hearing is conducted upon written submissions the decision shall be issued within seven (7) days of the date the written submissions were submitted.
- F. Any party aggrieved by the decision of the Building Inspector may, within five (5) calendar days of the Building Inspector's decision, appeal the decision to the Zoning Board of Appeals of the Village of Massapequa Park.

§254-9

Action for Noncompliance.

- A. If the violative condition is not abated, corrected or removed within twenty (20) calendar days, five (5) calendar days for violations relating to grass, vegetation or shrubbery, after the cease and desist order or decision, as the case may be, the Building Inspector is hereby authorized and empowered to pay for the abatement,

correction or removal, of the conditions in violation of this chapter, or to have the condition(s) abated, corrected or abated.

- B. In the event that the Village of Massapequa Park has abated, corrected or removed the offending conditions or has paid for such abatement, correction or removal, the actual cost thereof, plus the accrued legal rate of interest per annum from the date of the completion of the work shall be charged to the parties responsible, as set forth in §254-4 or the owner of the offending property, building or structure, as the case may be, and such charge shall become due and payable at the time of the present amount of such bill. A copy of the invoice shall be mailed to the persons charged with the violation by certified mail return receipt requested. The owner, or other parties responsible, may within ten (10) calendar days of receipt of the invoice request a hearing before the Building Inspector to challenge the reasonableness of the fees.
- C. In the event no hearing is requested to challenge the reasonableness of the fees, and the full amount due the Village of Massapequa Park specified in subsection (2) remains unpaid twenty (20) calendar days following the mailing of the invoice for the cost associated with the abatement, correction or removal, then in that case, the Building Inspector shall cause to be filed in the office of the Village Clerk a sworn statement showing the cost and expense incurred for the work, the date the work was completed and the location of the property by section, lot and block on which said work was done and the name of the reputed owner thereof. The filing of such sworn statement shall constitute a lien and privilege on the property and shall remain in full force and effect for the amount due in principal and interest, plus cost of court, if any, for collection, until final payment has been made. Said costs and expenses shall be a lien on the property and 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 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 becomes delinquent. Sworn statements filed in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and the work has been properly and successfully done and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a statement that the same is due and collectible as provided by law.



- A. Where the Building Inspector designates that a property is blighted in accordance with §254-3(B)(9) notice of such violative condition shall be served in accordance with §254-8.
- B. In the event that the property remains in a blighted condition the Village shall have the right to seek the remedies set forth in §254-9. If the blighted conditions have not been abated, corrected or removed to the satisfaction of the Building Inspector, within twenty (20) days of the cease and desist order or decision, as the case may be, as set forth in §254-9, the Building Inspector shall have the right, in addition to the remedies and penalties set forth in §254-9 and §254-11, to place the blighted property on the "Incorporated Village of Massapequa Park Blighted Property Registry."
- C. Upon the placement of blighted property upon the "Incorporated Village of Massapequa Park Blighted Property Registry," notice shall be served upon the owner and other responsible parties, as the case may be, that the property has been placed upon the registry and that a registration fee as set forth herein shall be assessed to the property within fifteen (15) days of the notice. The parties responsible may request a hearing before the Building Inspector to challenge the reasonableness of the registration fee. A registration fee shall be assessed as follows: five thousand dollars (\$5,000) for each commercial blighted property; two thousand five hundred dollars (\$2,500) for each residential blighted property.
- D. In the event no hearing is requested to challenge the reasonableness of the registration fee, and the full amount of the registration remains unpaid twenty (20) calendar days following the mailing of the notice, the Building Inspector shall cause to be filed in the office of the Village Clerk a sworn statement showing the amount unpaid. The filing of such sworn statement shall constitute a lien and privilege on the property and shall remain in full force and effect for the amount due in principal and interest, plus cost of court, if any, for collection, until final payment has been made. Said costs and expenses shall be a lien on the property and 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 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 becomes delinquent. Sworn statements filed in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and shall be full notice to every person concerned that the amount of the

statement, plus interest, constitutes a statement that the same is due and collectible as provided by law.

E. The Building Inspector may reduce or waive the registration fee, provided the responsible parties enter into a restoration agreement and the following conditions are satisfied:

1. The existence of a valid Certificate of Occupancy or application therefore;
2. There are no other outstanding violations and;
3. The restoration agreement must contain an acknowledgment from the parties responsible that the property is blighted and specify a detailed plan designed to abate, correct or remove all blighted conditions.

F. A party's failure to adhere to the restoration agreement shall subject such party to immediate assessment of the registration fee.

#### §254-11     Penalties for Offenses

Any person or persons, association, firm or corporation who violates any provision of this Chapter shall be guilty of a violation, punishable as follows:

- A. For conviction of a first offense, by a fine of not less than two hundred fifty (\$250) dollars and not more than one thousand (\$1,000) dollars or by imprisonment not exceeding five (5) days, or by both.
- B. For conviction of the second of two offenses, both of which were committed within a period of five (5) years, by a fine of not less than one thousand (\$1,000) dollars and not more than two thousand five hundred (\$2,500) dollars or by imprisonment not exceeding ten (10) days, or by both.
- C. For conviction of a third or subsequent offense of a series of offenses, all of which were committed within a period of five (5) years, by a fine of not less than two thousand five hundred (\$2,500) dollars and not more than ten thousand (\$10,000) dollars or by imprisonment not exceeding fifteen (15) days, or by both.

D. Each week in which the violation continues shall constitute a separate and additional violation and shall be punishable as such pursuant to this section.

E. The Building Inspector is authorized and directed to institute any and all actions and proceedings necessary to enforce this Chapter. The Village Attorney is also authorized to seek damages and any civil penalties in any civil action, and such penalties shall be in addition to and not in lieu of any criminal prosecution or other penalties.

§254-12      Supplemental Remedies.

In addition to the remedies set forth in this chapter, the Village of Massapequa Park reserves the right to pursue any and all remedies available including, but not limited to, those set forth in Articles 13 and 19-A of the Real Property Actions and Proceedings Law and the Building Inspector is hereby authorized to take any and all action specified thereunder.

§254-13      Emergency.

Whenever the Building Inspector determines that an emergency exists which requires immediate action to protect the public health, safety and welfare, he may issue an order, in writing, to the owner, agent or occupant reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this Chapter, such order shall be effective immediately. Any party to whom such order is directed shall comply therewith immediately. If such party does not respond within a reasonable time to address the emergency, then the Building Inspector shall have the power to abate, correct or remove the emergency, and any expenses, including any legal expenses, incurred by the Village of Massapequa Park shall be borne by the owner, occupant, or other parties responsible as defined in §254-4.

§254-14      Property Maintenance Code of the State of New York Controlling.

The requirements and standards set forth in the Property Maintenance Code of the State of New York, 2012 and all revisions and amendments thereto shall be controlling in the Incorporated Village of Massapequa Park. Where permitted by the Property Maintenance Code of the State of New York, it is the intent of the Board of Trustees to implement greater minimum standards within the Village of Massapequa Park.

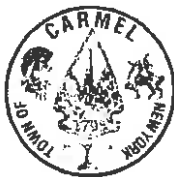
§254-15      Severability.

If any section, paragraph, subsection or provision of this chapter shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Chapter as a whole or any part or provision thereof other than the part so decided to be invalid or unconstitutional.

§254-16      When Effective.

The provisions of this Chapter shall take effect immediately.

Richard J. Franzetti, P.E.  
Town Engineer



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

#3

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 *RF*  
**Date:** June 22, 2015  
**Re:** Multi Modal #4 NYSDOT Grant Extension

☒ Work Session 7/8/15  
☐ Agenda \_\_\_\_\_

In 2008, the Town of Carmel obtained a grant from NYSDOT for \$100,000.00 for pedestrian and lighting improvements in Down Town Mahopac. To date, we have spent \$72,496.60 of the funds on street scape elements including, stone walls, lighting and sidewalks. The remaining balance is \$27,503.40. The remaining funds are earmarked for the lighting improvement project on the south side of U.S. Route 6N, as a supplement to other funding from the Good Neighbor Fund. The existing agreement between NYSDOT and the Town of Carmel for this project expires on July 31, 2015. This Department requested a one year extension from NYSDOT. The proposed contract amendment for the extension to July 31, 2016 is attached. We believe that this is sufficient time to implement the Lighting Project.

At this point, we request that the Town Board authorize Supervisor Schmitt to execute the contract amendment and any supporting documents as necessary, for submission to NYSDOT.



## Department of Transportation

ANDREW M. CUOMO  
Governor

JOAN McDONALD  
Commissioner

WILLIAM J. GORTON, P.E.  
Regional Director

June 15, 2015

Mr. Robert Vara, Project Coordinator  
Town of Carmel  
60 McAlpin Avenue  
Mahopac, New York 10541

RE: TOWN OF CARMEL  
MULTI-MODAL #4  
PROJECT PIN # 8MS347.30A – D026061

Dear Mr. Vara:

Enclosed are five (5) copies of a Supplemental Agreement to extend the completion date of the above-subject project to July 31, 2016.

Each of the Supplemental Agreements must be signed and notarized, **as well as, each Schedule A**. Please return all five signed copies to the Regional Local Projects Unit. A resolution is not needed as no costs are changing.

Once the agreements are returned to the Town fully-executed, the Town can submit for reimbursement.

If you have any questions regarding the supplemental agreement, please feel free to call me at (845) 431-5977 or e-mail me at [doreen.holsopple@dot.ny.gov](mailto:doreen.holsopple@dot.ny.gov)

Sincerely,

A handwritten signature in blue ink, appearing to read "Doreen Holsopple".

Doreen Holsopple  
Administrative and Financial Advisor  
Region 8 Local Projects Unit

Enclosures

**SUPPLEMENTAL AGREEMENT Schedule No. 2 to  
MASTER AGREEMENT (Comptroller's Contract No. D026061 )**

This Agreement, effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at  
50 Wolf Road, Albany, NY 12232,

and the Town of Carmel acting by and through the Supervisor

This agreement supplements or amends the existing Master Agreement between the parties that consists of the agreements titled (*check applicable categories*):

- ☐ Multi-Modal Prior SUPPLEMENTAL AGREEMENT Nos. \_\_\_\_\_ dated \_\_\_\_\_;
- ☒ Multi-Modal Project Agreement (Indicate MM Program # 4 ) dated July 14, 2009.
- ☐ OTHER -

in the following respects only (*check applicable categories*):

☒ Amends a previously adopted Schedule or Supplements Master Agreement by Adding Schedules A and B, in accordance with the provisions of such Master Agreement for such Supplemental Schedules (*check applicable categories*):

If Amending a Prior Project:	If adding a Project:
<input type="checkbox"/> Amends Schedule A project description;	<input type="checkbox"/> Adds a project description under the same D#
<input type="checkbox"/> Amends Schedule A scheduled funding;	<input type="checkbox"/> Adds project funding under the same D#
<input checked="" type="checkbox"/> Amends Schedule A phase completion date;	<input type="checkbox"/> Sets project completion date for the same D#
<input type="checkbox"/> Amends a previously adopted Schedule B	<input type="checkbox"/> Adds Schedule B under the same D#
<input checked="" type="checkbox"/> Appendix 2-S Iran Divestment Act	<input type="checkbox"/> Appendix 2-S Iran Divestment Act

- ☐ (Amending the text of the Master Agreement as described below:  
*Complete Amendment to Master Agreement Text here (as applicable)*)

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

MUNICIPALITY: <u>Town of Carmel</u>  DATE: _____  Title: _____  BY: _____ (have signature notarized below)	NYSDOT:  DATE: _____  BY: _____  For Commissioner of Transportation  <b>Agency Certification.</b> In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
	APPROVED AS TO FORM BY NYS ATTORNEY GENERAL:  By: _____ Assistant Attorney General
	NYS COMPTROLLER APPROVAL:  DATE: _____  BY: _____ For the New York State Comptroller Pursuant to State Finance Law §112.

STATE OF NEW YORK)

)ss.:

COUNTY OF PUTNAM )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, acknowledged to me that he is the \_\_\_\_\_ of the \_\_\_\_\_, executed such instrument in his capacity pursuant to authority duly vested in him by the \_\_\_\_\_ and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public



**Supplemental Agreement for D026061**

SPONSOR: TOWN OF CARMEL

PROJECT ID NO. 8MS347.30A BIN# N/A

**SUPPLEMENTAL MUNICIPAL MULTI-MODAL PROGRAM ■ SCHEDULE A***This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)*

1. **Name of Municipal Project Owner:** Town of Carmel
2. **Project Title:** Install Traffic Safety features on US Route 6 in Mahopac Business area, including lighting, crosswalks and sidewalks from the intersection of 6N and US 6 to US Route 6N
3. **MM Project ID#:** 8MS347.30A **MM Program ID (MM#2, MM#3, or MM#4?):** MM#4
4. **Maximum MM Project Reimbursement (under this Agreement):** \$100,000.00
5. **MASTER Municipal MM OSC Contract #:** D026061
6. **Municipal Contact:**  
Name/Title: Mr. Robert Vara, Project Coordinator  
Organization: Town of Carmel  
Address: 60 McAlpin Avenue  
City/State/Zip: Mahopac, New York 10541

7. **Project Location:** Route/Name:  
From: Intersection Rt 6 & 6N To: Intersection 6N & Clark Place

**8. Project Description/Scope:**Install Traffic Safety Features Along US Rt 6N, Lighting, Crosswalks and Sidewalks.

9. **Project Schedule Beginning Date:** December 1, 2008 **Project Ending Date:** July 31, 2016

**10. Project Cost Summary:**

SUMMARY COST TOTAL:	State Multi-Modal Funding under this Schedule A	Local Funding (Insert Zero if None)
\$100,000.00	\$100,000.00	\$0

**11. Eligible Project Type: (Please check one)**

- ☐ Highway Resurfacing ☐ Bridge Rehabilitation Construction ☐ New Highway Construction ☐ New Bridge
- ☐ Highway Reconstruction ☐ Bridge Replacement Improvement ☐ Interchange Const./Reconstruction ☐ Intersection
- ☐ Aviation (Is this project consistent with an approved Airport Layout Plan)? ☐ Yes ☐ No

☒ Other (Please explain): Installation of Traffic Safety Features

12. **Signature of responsible Local Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

13. **Please print your Name & Title here:**

**Please list your area code & phone number here:**

## **APPENDIX 2-S IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

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

#4

## MEMORANDUM

To: Carmel Town Board

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

☒ Work Session 7/8/15

Date: July 2, 2015

☐ Agenda \_\_\_\_\_

Re: Welding CWD#2

Severn Trent Environmental Services (STES), the operators for Carmel Water District #2 (CWD#2), have alerted the Engineering Department (Department) that steel beams which support of the wastewater treatment plant roof are in need of immediate repair as shown in the following two (2) photographs:



STES requested quotes from certified welders (see attached email) and only received the attached quote from TAMs in the amount of \$19,800.00. This work entails the replacement of the a single beam and plating the remaining beams (minimally 4 beams) by a New York State licensed welder (certification attached).

This Department spoke with the Town of Carmel Comptroller and she indicated that there are sufficient funds in the CWD#2 budget. A copy of this correspondence is attached.

The repair needs to be performed immediately as there are concerns for the as the safety of the workers in the plant.

This Department requests that the Town Board authorize the purchase of this unit at cost of \$62,171.25 and that this request be placed on the next Town Board work session.

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

G:\Engineering\Water\WD#02 Hamlet of Carmel\Water Treatment Plant matters\04-2015 Gable pictures\Welding\07-02-15 CWD#2 Gable Welding Welding work Memo to TB.doc



114 Hartley Road  
Goshen, NY 10924  
Phone: (845)-294-8882  
Fax: (845)-294-8883

Bill To

Severn Trent Environmental Services Group  
1961 Route 6 R3  
Carmel, NY 10512

## Proposal

Date 6/19/2015  
Proposal # 2391

P.O. No.

Terms

Qty	Description	Rate	Amount
	Carmel Water Plant 2		
	TAM Enterprises is pleased to propose the necessary welding at Carmel Water Plant for the replacement of one main beam that is deteriorated. We will be plating the other support members as necessary at a price not to exceed \$19,800.00	19,800.00	19,800.00T
	Sales Tax-8.125%-Orange	8.125%	1,608.75

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

### Total

\$21,408.75

Payments/Credit

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

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

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

# Airgas

## Welders Qualification Test

Welders Name: Norman Wyss JR

Welding Process: SMAW

Machine: N/A

Position: 3G 4G

Procedure Specification No.: AWS-Bu2a

Material Specification: A36 to A36

Material Thickness: 1"

Thickness Range this Qualifies: 1/8" to Unlimited

Position Qualifies 1G-2G-3G-4G 1F-2F-3F-4F

Manual: Yes

SS#: 053-60-6147

Semiautomatic: N/A

Diameter (if pipe): N/A

### Filler Metal

Specification No.: AWS-5.1

Classification: E7018

F#: N/A

Filler Metal (if not covered by AWS Specification: ) N/A

Is backing strip used: Yes

Filler Metal diameter and trade name: 1/8" Lincoln LH 70

Flux for Submerged Arc Welding or gas for Gas Metal Arc Welding or Flux Cored Arc Welding: N/A

Appearance: Acceptable

Visual Inspection (9.25.1)

Undercut: Acceptable

Piping Porosity: Acceptable

### Guided Bend Test Results (4.30.5)

Type	Results	Type	Results
Side Bend 3G	Passed	Side Bend 4G	Passed
Side Bend 3G	Passed	Side Bend 4G	Passed

Test Conducted By: David Schaffer

Laboratory #: P 110

Test date: 5-3-08

### Fillet Weld Test Results (4.30.2.3) (4.30.4.1)

Appearance: N/A

Macro Test-Fusion: N/A

Fracture Test Root Penetration: N/A

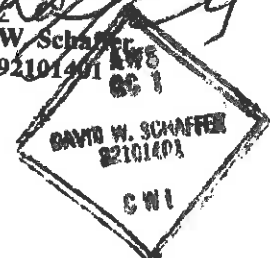
Macrotech: N/A

Fillet Weld Size: N/A

We, the undersigned, certify that the statements in the record are correct and that the welds were prepared and tested in accordance with the requirements of SC or D of AWS D1.1 structural welding code.

Date: 5-3-08

David W. Schaffer  
CWI 92101401 AWS  
SC 1



**From:** [Maxwell, Mary Ann](#)  
**To:** [Franzetti, Richard](#)  
**Cc:** [John Folchetti](#); [Tenefrancia, Michelle](#)  
**Subject:** RE: 06-22-15 CWD 2 welding Work  
**Date:** Tuesday, June 23, 2015 3:47:39 PM

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Currently there is approximately \$41,000 left in the contractual repair line and the emergency repair is **over budget** by approximately (\$6,000). There is \$50,000 in the contingency line and \$60,000 in the repair reserve 2015 budget line that are available to transfer from if other lines exceed their annual budget. With that being said....currently there are sufficient funds to fund this project.

*Mary Ann Maxwell*  
Town Comptroller  
Town of Carmel  
(845) 628-1500 ext 175  
Fax (845) 628-7085  
[mam@ci.carmel.ny.us](mailto:mam@ci.carmel.ny.us)

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**From:** Franzetti, Richard  
**Sent:** Monday, June 22, 2015 4:20 PM  
**To:** Maxwell, Mary Ann  
**Cc:** John Folchetti  
**Subject:** 06-22-15 CWD 2 welding Work

Maryanne,

We received the attached quote from STES for work at the CWD 2 building.

As a starting point are there sufficient funds (\$19,800) to cover this work.

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

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

*Glen F. Kubista & Associates*

242 BROADWAY · PO BOX 670  
PORT EWEN, NEW YORK 12466

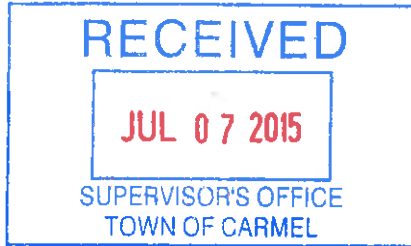
#5

PHONE: (845) 338-8062

FAX: (845) 338-6057

kubista@aol.com

www.gkubista.com



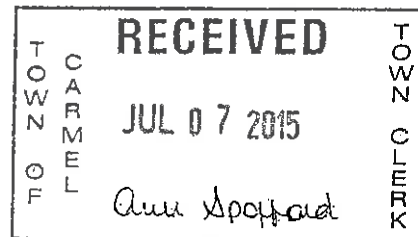
July 7, 2015

☒ Work Session 7/6/15

☐ Agenda \_\_\_\_\_

Clerk, Town of Carmel  
60 McAlpin Avenue  
Mahopac, NY 10541

RE: **PRATO TRATTORIA INC**  
**PRATO TRATTORIA**  
**1892 ROUTE 6**  
**CARMEL NY 10512**



Dear Sir/Madam

This office represents the above subject applicant with their license application for the premises so captioned.

As required by the ABC Law Section 110 (b), I, on their behalf, am notifying you of their intent to file an application, for a liquor license, with the New York State Liquor Authority.

Pending a waiver from your municipality, a 30 hold, before said application can be filed, is mandated by the State Liquor Authority. If a waiver to this hold is an option please refer to the attached "sample waiver" and provide same on your letterhead.

Please feel free to contact this office should you have any questions regarding this notice.

Very truly yours,

*Glen F. Kubista*  
Glen F. Kubista

**CERTIFIED MAIL RETURN RECEIPT 7015 0640 0005 1918 7608**

**SAMPLE WAIVER**

Kerri O'Brien - CEO  
New York State Liquor Authority  
80 South Swan Street Suite 900  
Albany, New York 12210

RE: **PRATO TRATTORIA INC  
PRATO TRATTORIA  
1892 ROUTE 6  
CARMEL NY 10512**

Dear Ms. O'Brien

The Town of Carmel acknowledges that a Liquor License Application is being filed by the above captioned for the location so specified.

In this instance the Town of Carmel waives its rights to the 30 day hold and consents to the processing and issuance of the aforesaid license.

Please feel free to contact this office should you have any questions regarding this letter.

**This letter can be signed by the Clerk, Supervisor, Mayor or any other authorized official**

**This letter should be typed to the Liquor Authority BUT sent to my office by mail or Faxed to 845-338-6057 so that same can be included with the License Application Package.**



State of New York  
Executive Department  
Division of Alcoholic Beverage Control  
State Liquor Authority

OFFICE USE ONLY			
<input checked="" type="radio"/> Original	<input type="radio"/> Amended	Date	07/07/2015

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a  
Local Municipality or Community Board**

(Page 1 of 2 of Form)

1. Date Notice was Sent: (mm/dd/yyyy)
2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License
- ☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change

**This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board**

3. Name of Municipality or Community Board

**Applicant/Licensee Information**

4. License Serial Number, if not a New Application:  Expiration Date, if not a New Application:
5. Applicant or Licensee Name:
6. Trade Name (if any):
7. Street Address of Establishment:
8. City, Town or Village:  ,NY Zip Code:
9. Business Telephone Number of Applicant/Licensee:
10. Business Fax Number of Applicant/Licensee:
11. Business E-mail of Applicant/Licensee:

**For New applicants, provide description below using all information known to date.  
For Alteration applicants, attach complete description and diagram of proposed alteration(s).  
For Current Licensees, set forth approved Method of Operation only.  
Do Not Use This Form to Change Your Method of Operation.**

12. Type(s) of Alcohol sold or to be sold: ("X" One) ☐ Beer Only ☐ Wine & Beer Only ☒ Liquor, Wine & Beer
13. Extent of Food Service: ("X" One) ☒ Restaurant (Sale of food primarily; Full food menu; Kitchen run by chef) ☐ Tavern/Cocktail Lounge/Adult Venue/Bar (Alcohol sales primarily; Meets legal minimum food availability requirements)
14. Type of Establishment: ("X" all that apply)
- |   |   |  |  |                                      |                                      |
|---|---|--|--|--------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> Recorded Music                      | <input checked="" type="checkbox"/> Live Music                        | <input type="checkbox"/> Disc Jockey           | <input type="checkbox"/> Juke Box          | <input type="checkbox"/> Karaoke Bar | <input type="checkbox"/> Stage Shows |
| <input type="checkbox"/> Patron Dancing (small scale)                   | <input type="checkbox"/> Cabaret, Night Club (Large Scale Dance Club) |  | <input type="checkbox"/> Catering Facility |                                      |                                      |
| <input type="checkbox"/> Capacity of 600 or more patrons                | <input type="checkbox"/> Topless Entertainment                        | <input checked="" type="checkbox"/> Restaurant | <input type="checkbox"/> Hotel             |                                      |                                      |
| <input type="checkbox"/> Recreational Facility (Sports Facility/Vessel) | <input type="checkbox"/> Club (e.g. Golf Club/Fraternal Org.)         | <input type="checkbox"/> Bed & Breakfast       |  |                                      |                                      |
| <input type="checkbox"/> Seasonal Establishment                         |   |  |  |                                      |                                      |
15. Licensed Outdoor Area: ("X" all that apply)
- |  |  |                                  |   |   |
|--|--|----------------------------------|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Patio or Deck                         | <input type="checkbox"/> Rooftop | <input type="checkbox"/> Garden/Grounds | <input type="checkbox"/> Freestanding Covered Structure |
| <input type="checkbox"/> Sidewalk Cafe   | <input type="checkbox"/> Other (specify): <input type="text"/> |                                  |   |   |

State of New York  
Executive Department  
Division of Alcoholic Beverage Control  
State Liquor Authority

OFFICE USE ONLY		
<input checked="" type="radio"/> Original	<input type="radio"/> Amended	Date 07/07/2015

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a  
Local Municipality or Community Board**  
(Page 2 of 2 of Form)

16. List the floor(s) of the building that the establishment is located on: 1 FLOOR IN A STRIP MALL ON A SLAB
17. List the room number(s) the establishment is located in within the building, if appropriate: 1-TAKE OUT/DINING 3-R-ROOMS 1-KITCHEN 1-OFFICE 1-DINING 2-WALK IN FREEZERS
18. Is the premises located with 500 feet of three or more on-premises liquor establishments? ☒ Yes ☐ No
19. Will the license holder or a manger be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. Does the applicant or licensee own the building in which the establishment is located? ("X" One) ☐ Yes (If Yes SKIP 21-24) ☒ No

**Owner of the Building in Which the Licensed Establishment is Located**

21. Building Owner's Full Name: GANDOL REALTY CORPORATION UB PUTNAM, LLC PUTNAM PLAZA LLC PUTNAM PLAZA II LLC
22. Building Owner's Street Address: 1 NORTH BROADWAY SUITE 400
23. City, Town or Village: WHITE PLAINS State: NY Zip Code: 10601
24. Business Telephone Number of Building Owner:

**Attorney Representing the Applicant in Connection with the Applicant's License Application Noted as Above for the  
Establishment Identified in this Notice**

25. Attorney's Full Name: REPRESENTATIVE: GLEN F. KUBISTA OF GLEN F KUBISTA & ASSOCIATES
26. Attorney's Street Address: REPRESENTATIVE: 242 BROADWAY PO BOX 6 70
27. City, Town or Village: PORT EWEN State: NY Zip Code: 12466
28. Business Telephone Number of Attorney: REPRESENTATIVE: 845 338 8062 FAX 845 338 6057
29. Business Email Address of Attorney: REPRESENTATIVE: KUBISTA@AOL.COM

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

30. Printed Name: ANGELA M SPACCARELLI Title: PRESIDENT

Signature: X Angela M Spaccarelli