

**KENNETH SCHMITT**  
*Town Supervisor*

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

**ANN SPOFFORD**  
*Town Clerk*

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

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

**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**  
**Tuesday, September 23, 2014 7:00pm**

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**Pledge of Allegiance – Moment of Silence**

**Town Board Work Session:**

1. Review of Town Board Minutes, September 3, 2014
2. Additions/Deletions to the Active List of the MVFD
3. Daniel Leary, Esq., Cuddy & Feder, LLP – Consider Request for Out of District Sewer Service – Carmel Sewer District#2 – Centennial Golf Properties
4. Consider Bond Return TM#65.17-1-14 (\$10,408)
5. Richard Franzetti, Town Engineer – Consider Change Order #1 Town Hall Floor Covering
6. Richard Franzetti, Town Engineer – Consider Lake Carp Stocking – Upper and Lower Teakettle Spout Lake
7. Richard Franzetti, Town Engineer – Consider Accepting Proposal for Repair of Communitor – CSD#7
8. James Gilchrist, Director of Recreation and Parks – Consider Renovations to Skate Park at McDonough Park
9. James Gilchrist, Director of Recreation and Parks – Consider Waiver of Park Rental Fee – Michael Purdy Memorial Foundation
10. Mary Ann Maxwell, Town Comptroller- Consider Proposal for Audit Services Fiscal Year Ending 2014
11. Mary Ann Maxwell, Town Comptroller – Consider Proposal for Financial Advisory Services for 2015
12. Justice Court- Consider Authorizing Submission of 2014-2015 Justice Court Assistance Program (JCAP) Grant

**7:30 PM Public Hearing:** On the Formation of the Long Pond Road Improvement District

13. Glenn Droese, Town Assessor, John Wollman, NYS Office of Real Property, Visions Government Solutions – Update on the 2016 Town Wide Reassessment Project

- **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. Budget Y/E 2015 Personnel



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

cc: Supervisor  
Legal Counsel  
Assessor

☒ Work Session 9-23-14

#2

President  
Vincent Roberto Jr

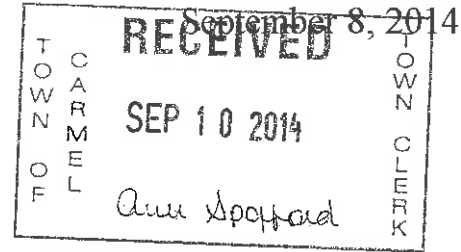
☐ Agenda \_\_\_\_\_

Post Office Box 267  
Mahopac, NY 10541

Vice President  
Frank Egelsen Jr

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

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



Dear Mrs. Spofford:

The following people have been added to the roles of the Mahopac  
Volunteer Fire Department.

Willian Kelly  
~~XXXXXXXXXXXX~~  
Mahopac, NY 10541  
~~XXXXXXXXXXXX~~

Elena Nikisher  
~~XXXXXXXXXXXX~~  
Mahopac, NY 10541  
~~XXXXXXXXXXXX~~

Respectfully Submitted

Farah Fieldale,  
Corresponding Secretary





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

*cc: Supervisor  
Legal Counsel  
Assessor*

☒ Work Session 9-23-14

☐ Agenda \_\_\_\_\_

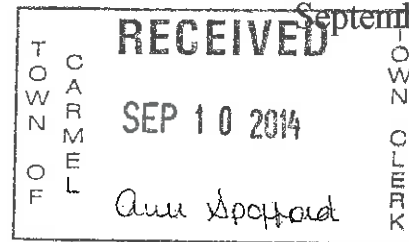
President  
Vincent Roberto Jr

Post Office Box 267  
Mahopac, NY 10541

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

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



September 8, 2014

Dear Mrs. Spofford:

The following person has been dropped from the roles of the Mahopac  
Volunteer Fire Department.

Maria Tirado

~~XXXXXXXXXXXXXXXXXXXX~~

Mahopac, NY 10541

~~XXXXXXXXXXXXXXXXXXXX~~

Respectfully Submitted

Farah Fieldale,  
Corresponding Secretary

Page 1 of 1

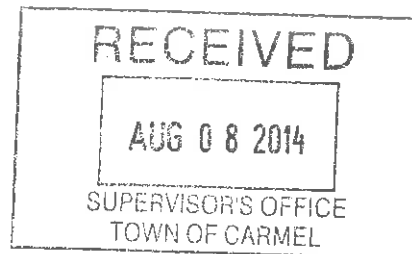


☒ Work Session 9/23/14

August 5, 2014

☐ Agenda \_\_\_\_\_

Hon. Kenneth Schmitt  
Town Supervisor and  
Members of the Town Board  
Town of Carmel  
60 McAlpin Avenue  
Mahopac, NY 10541



#3

Re: Proposed (Partial) Out of District Sewer Service Agreement  
Carmel Sewer District #2 ("CSD#2")  
Centennial Golf Properties  
185 John Simpson Road  
Tax Map #'s 44.-2-2, 44.-2-3 and 44.2-44 (Town of Carmel), and  
Tax Map#44.1-1-1 (Town of Southeast) (collectively, the "Premises")

Dear Supervisor Schmitt and Members of the Town Board:

On behalf of my client, Centennial Golf Properties ("CGP"), please accept this letter as a request for out of district sewer service for a portion of the above-referenced Premises, as authorized by §120-15 of Chapter 120 of the Town of Carmel Code (the "Town of Carmel Sewer Use Law").

In the way of background, the Premises is currently improved by a clubhouse, maintenance facilities, and three (3) nine, (9) hole golf courses identified as the "Meadows", "Lakes" and "Fairways". Lakes and Fairways are located in the Town of Carmel, while Meadows is located mostly in the Town of Southeast, with a small portion in the Town of Carmel. Despite the minimal impact that this low intensity recreational use has had on the infrastructure and capacity of CSD#2, CGP has now paid out a staggering \$2.5 million in capital costs to the Town of Carmel. Once the outstanding bond is be paid off in 2016, CGP will have paid over \$3 million in capital costs. Suffice it to say, the exorbitant amount paid in capital charges by my client is disproportionately high relative to the benefit conferred upon the Premises to date. To make it even more inequitable, at the time these capital costs were established almost 20 years ago, the Carmel portion of the Premises was classified in such a way that the minimum residential zoning lot size was only one (1) acre. As noted in the enclosed "addendum" report of John Karell, Jr. P.E. dated July 29, 2014, the original engineering report prepared by then Town Engineer J.R. Folchetti, P.E. for the design of the CDS#2 collection system was premised on the 187.4 acres in Carmel yielding approximately 160 homes. However, it has since been rezoned to R (Residential), with a minimum three (3) acre lot size, dramatically reducing the potential "as of right" density for residential development, and correspondingly reducing the benefit conferred.

August 5, 2014

Page 2

In terms of future development, a previous analysis by CGP showed that an "as of right" conventional subdivision layout could now yield approximately 45 single family, detached dwelling units/lots over the land within the Town of Carmel. The layout considered roads and storm water facilities in the development of a conventional subdivision plan. In addition, CGP could also potentially develop up to one hundred fifty (150) senior housing units per parcel in the Town of Carmel as a "special exception use", in accordance with Section 156-39 of the Zoning Code. This could yield up to three hundred (300) senior housing units in Carmel. It should also be noted that 300 two (2) bedroom units would result in a sewer flow of 72,000 gpd (150 gpd/bedroom reduced by 20%), as provided in the enclosed engineering report of John Karell, Jr. P.E. dated March 31, 2014, revised July 29, 2014. Under either of these scenarios, the (18 hole) golf course would be eliminated. In contrast, the proposed project herein, as more fully described below, would keep 18 holes of the golf course operational and has a design flow of only 46,080 gallons per day, or 32 gallons per minute (see the enclosed July 29, 2014 addendum to Mr. Karell's original report, p.1).

More specifically, in order to keep the Premises viable as a "rateable", CGP will be seeking to construct 83 dwelling units in the Town of Southeast, and a 45 unit residential cluster development in the Town of Carmel (the Proposed Project), with sewage from the Proposed Project discharged to CSD# 2. Even at full design flows, 35,640 gallons per day of excess capacity will be available in CSD#2 after full buildout of all existing approved large projects AND the Proposed Project. If it is assumed that the actual flow from these unbuilt projects and the Proposed Project will be 50% of the design flow, the excess capacity will be 167,820 gpd at full buildout. (See p. 2 of Mr. Karell's engineering report, dated 3/31/14, revised July 29, 2014 to reflect the unit count for the Proposed Project herein.)

For illustration purposes only, enclosed herein please find a concept plan depicting the Proposed Project, prepared by Chazen Engineering, Land Surveying and Landscape Architectural Co., D.P.C..

Subject to receiving all requisite permits and approvals for the Proposed Project and its actual construction, CGP would grant a mutually agreeable conservation easement and/or enter other appropriate, mutually acceptable agreements with the Town of Carmel, to preserve open space and prevent construction of any additional housing units of any type on the Carmel portion of the Premises, essentially relinquishing its rights to additional sewage capacity in the future for that portion of the Premises.

As noted above, enclosed is an addendum engineering report of John Karell, Jr. P.E., dated July 29, 2014, confirming the adequacy of the existing collection system to service the Proposed Project, including the out of district component, as well as providing details on the lack of capacity of the Hunter's Glen Sewage Treatment Plant (the "STP") to service the Southeast portion of the Proposed Project, and the regulatory, engineering/environmental obstacles and prohibitive costs associated with CGP connecting to the STP.

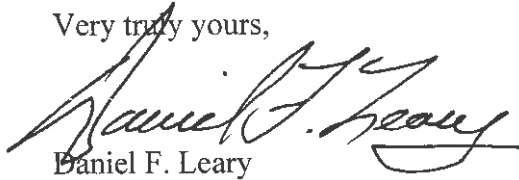
August 5, 2014

Page 3

Finally, CGP intends to make a separate, written request for out of district water service for the Southeast portion of the Proposed Project in the near future.

We look forward to discussing this further with you soon. Thank you for your consideration.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Daniel F. Leary", with a stylized flourish at the end.

Daniel F. Leary

Enclosure

cc: Gregory L. Folchetti, Esq.  
Centennial Golf Properties  
Jack Karell, P.E.  
Larry Boudreau, RLA, The Chazen Companies

## 1.0 INTRODUCTION

Presently the Centennial Golf Course (CGC) consists of three 9-hole golf courses identified as the Meadows, Lakes and Fairways. Lakes and Fairways are located in the Town of Carmel while Meadows is located mostly in the Town of Southeast with a small portion in the Town of Carmel.

CGP proposes to eliminate the Meadows nine as a golf course and construct a project of approximately 128 units of residential housing in both the towns of Carmel and Southeast. The project will be a mix of single family and townhouses with square footages ranging from 1,700 – 2,200 square feet. It is *anticipated that 83 homes will be in the Town of Southeast and 45 townhouse units will be in the Town of Carmel. All are planned to be three bedroom units.*

*The property in the Town of Southeast is zoned R-60, and the property in the Town of Carmel is zoned R, three acre residential. The parcels are designated as tax map numbers 44.-1-1, 162.8 acres in the Town of Southeast and 44.-2-2, 44.-2-3, 44.-2-4 totaling 187.4 acres the Town of Carmel.*

*Access to the residential housing will be from John Simpson Road and Root Avenue in the Town of Southeast. Water supply and wastewater generated by the proposed project will be connected to Carmel Water District # 2 and Carmel Sewer District # 2.*

## 2.0 PROJECTED DESIGN FLOWS

The average daily wastewater design flows for the proposed project are based on the hydraulic loading rates listed in the Putnam County Department of Health Bulletin CS-31. Bulletin CS-31 references the loading rates given in the New York State Department of environmental conservation's (NYSDEC) publication Design Standards for Wastewater Treatment Works – 1988 (DSWTF). The below lists the proposed uses, associated hydraulic loading rates, and the design flow rates (gallons per day or gpd) for the project. The NYSDEC publication allows for a 20% decrease in hydraulic loading rates for properties equipped with water saving plumbing fixtures. Since current standards dictate that water saving devices be used in all new construction, this 20% reduction is reflected in the table below. Also listed are anticipated actual flows which are estimated at 50% of the design flow.

| <b>Proposed Project Flow</b>                        | <b>Carmel</b> | <b>Southeast</b> |
|---|---------------|------------------|
| Number of Units                                     | 45            | 83               |
| Number of BR  | 135           | 249              |
| ADF (150 gpd/BR)                                    | 20,250        | 37,350           |
| <b>Project GPD</b>                                  | <b>57,600</b> |                  |
| <b>Millions of Gallons/Day (MGD)</b>                | <b>0.058</b>  |                  |
| <b>With 20% Reduction - Anticipated Actual Flow</b> | <b>46,080</b> |                  |
| <b>Millions of Gallons/Day (MGD)</b>                | <b>0.046</b>  |                  |

The peak hourly flow for domestic use is calculated using a peaking factor that is based on the population of the subject project. The publication Recommended standards for Wastewater Facilities – 2004 was used to determine a peaking factor.



### Peak Hourly Flow

46,080 gpd / 1440 = 32.0 gallons per minute,

Peak hourly flow = average flow per minute x 4 = 128 gpm

## **3.0 EVALUATION OF EXISTING WASTEWATER TREATMENT PLANT CAPACITY**

The impacts of the residential development proposed at the Centennial Golf Club on Carmel Sewer District # 2 has been assessed in conjunction with several other major proposed developments in the district that were approved in the last few years but have not been completely built out. Based upon the Water Supply and Wastewater Design Engineering Reports for these projects the following wastewater design flows and anticipated design flows have been estimated. Anticipated actual flows, 50% of the design flows have been included in the following table for comparison purposes.

**CSD #2 EVALUATION OF EXISTING WASTEWATER TREATMENT PLANT CAPACITY**

| Project                                   | Design Flow    | Anticipated Actual Flow | % Buildout | Design Flow Left |
|---|----------------|-------------------------|------------|------------------|
|   | GPD            | GPD                     | Estimate   | GPD              |
| Gateway Summit                            | 80,520         | 40,260                  | 0%         | 80,520           |
| Fairways                                  | 36,400         | 18,200                  | 0%         | 36,400           |
| Carmel Corporate (Pulte)                  | 91,200         | 45,600                  | 50%        | 45,600           |
| Hillcrest Commons                         | 36,400         | 18,200                  | 50%        | 18,200           |
| Senior Housing (Adjacent to the Hospital) | 26,400         | 13,200                  | 0%         | 26,400           |
| Guidepost Property                        | 11,160         | 5,580                   | 0%         | 11,160           |
| <b>Total Project Design Flows</b>         | <b>282,080</b> | <b>141,040</b>          |            | <b>218,280</b>   |
| <b>Millions of Gallons/Day (MGD)</b>      | <b>0.28</b>    | <b>0.14</b>             |            | <b>0.22</b>      |

Daily sewage flows to the Carmel Sewer District # 2 sewage treatment plant for three years 2011-2013 averaged 798,222. An average daily sewage flow of 800,000 will be used as the base flow to the sewage treatment plant.

**CSD #2 EXCESS SEWER CAPACITY**

| Item                                 | Flow in MGD  | Anticipated Actual Flow |
|--------------------------------------|--------------|-------------------------|
| Plant Capacity                       | 1.100        | 1.100                   |
| 2011-2013 ADF                        | 0.800        | 0.800                   |
| Approved Project Design Flow UNBUILT | 0.218        | 0.109                   |
| CGP Design Flow                      | 0.046        | 0.023                   |
| <b>Total</b>                         | <b>1.064</b> | <b>0.932</b>            |
| Reserve Capacity                     | 0.036        | 0.168                   |
| Reserve Capacity in GPD              | 35,640.00    | 167,820                 |

Therefore, even at full design flows, 35,640 gallons per day of excess capacity will exist after full buildout of all existing approved large projects and the Centennial Golf Course project. If we assume that the actual flow from these unbuilt projects and Centennial will be 50% of the design flow, the excess capacity will be 167,820 gpd at full buildout.

## **4.0 EXISTING SEWAGE FLOW AND INFRASTRUCTURE**

### **Sewage Flow**

The Centennial Golf course presently has four water meters connected to the distribution system of Carmel Water District # 2. Two of the meters are on fire sprinkler services, one at the cart barn and one on the main clubhouse building servicing the kitchen and locker rooms, including bathrooms. The water usage at the cart barn is used only for washing the golf carts and therefore does not discharge any water to the sewage system. Most of the water usage measured by the clubhouse meter does discharge water to the sewage system. A small amount is used outside the building however for the purpose of this report it will be assumed that all water measured by this water meter is discharge to the collection system of Carmel Sewer District # 2.

Water meter readings from the Clubhouse meter provided by the Town of Carmel have been examined for the period March 31, 2012 to September 30, 2013. These water meters read in cubic feet. Usage for this period was 927 gallons per day. Since this period includes several winter months when the Course is closed the periods from March 31-September 30 in each of the years 2012 and 2013 were also examined. Water usage for this fully operational period was 1062 gallons per day in 2012. The March 31, 2013 reading was estimated therefore the reading for the fully operational period in 2013 was not available.

### **Existing Infrastructure**

Presently sewage generated in the Clubhouse is discharged to a gravity sewer line then to a pump station which pumps sewage to a manhole in Carmel Sewer District # 2 in Fair Street, near the intersection with Hill and Dale Road.

Sewerage from the proposed project will be discharged to a collection system which will be directed to a new pumping station on the property. The new pump station will discharge to the existing pump station. The pumps in the existing pump station will need to be evaluated and possibly replaced with new pumps.

## **5.0 JUSTIFICATION FOR DISCHARGING SEWERAGE FROM THE TOWN OF SOUTHEAST TO CARMEL SEWER DISTRICT #2 BY DEMONSTRATING PROJECT FLOW**

The Centennial Golf property contains 187.4 acres of land within the Town of Carmel. An as of right conventional subdivision layout has been developed which indicates that approximately 45 single family houses can be constructed on the Centennial property within the Town of Carmel. The layout has considered roads and storm water facilities in the development of the conventional subdivision layout. Alternatively, subject to special use approval, CGP can develop up to 150 senior housing per parcel. This could potentially yield 300 senior housing units. 300 two (2) bedroom units would result in a sewer flow of 72,000 gpd (150 gpd/bedroom reduced by 20%). This far exceeds that which is proposed.

When CGP acquired the property in 1996, the residential zoning lot size was 1 acre. It has been rezoned to a minimum 3 acre lot size since that time, substantially reducing the as of right development density. Note that no reduction to the capital bond payments occurred. To date CGP has paid approximately \$2.5M in CSD#2 capital costs. The bond will be paid off in 2016, at which time CGP will have paid over \$3M in cap costs.

| <b>CENTENNIAL GOLF PROPERTIES</b>         |               |                        |
|---|---------------|------------------------|
| <b>CSD #2 CAPITAL COST UNIT C To Date</b> |               |                        |
| <b>Parcel</b>                             | <b>Units</b>  | <b>Tax</b>             |
| 44.2.4.1                                  | 3.99          | \$ 3,734.62            |
| 44.2.4.2                                  | 20.85         | \$ 19,515.50           |
| 44.2.3.2                                  | 13.34         | \$ 12,860.57           |
| 44.2.3.1                                  | 13.78         | \$ 12,898.01           |
| 44.2.2.2                                  | 25.71         | \$ 24,064.44           |
| 44.2.2.1                                  | 84.39         | \$ 78,988.63           |
| <b>Annual Total</b>                       | <b>162.06</b> | <b>\$ 152,061.77</b>   |
| <b>Parcels-To-Date</b>                    | <b>17</b>     | <b>\$ 2,585,050.09</b> |

It is anticipated that with lot size of 1 acre, the land could support about 100 lots. The construction of one hundred (100) 4 bedroom houses on one acre parcels results in a sewage design flow of 48,000 gallons per day (150 gallons per day reduced by 20%).

Using an assessment value approach and allocating a unit value 0.65 per 1,000 gpd or 650 gpd per 1 acre lot (similar to Centennial Ridge), the flow allocation is equal to 100 x 650 gpd = 65,000 gpd. This flow is well over the proposed project projected design flow for both the town of Carmel and Southeast.

| <b>CENTENNIAL GOLF PROPERTIES</b>    |              |                |            |
|--------------------------------------|--------------|----------------|------------|
| <b>PROJECT GPD FLOW ALTERNATIVES</b> |              |                |            |
| <b>Alternative</b>                   | <b>Units</b> | <b>Bedroom</b> | <b>GPD</b> |
| As of Right 3 Ac Lot (5 BR)          | 45           | 225            | 27,000     |
| As of Right Senior Housing (2 BR)    | 300          | 600            | 72,000     |
| 1 Ac Lot 4 BR (time of purchase) *   | 100          | 400            | 48,000     |
| Assessment Approach                  | 100          | NA             | 65,000     |
| Project Proposed GPD Flow            | 128          | 384            | 46,080     |

## 6.0 CENTENNIAL GOLF PROPOSAL

In order to continue to operate 18 holes of the golf course Centennial Golf wishes to construct 83 housing units in the Town of Southeast and discharging sewage from this portion of the project to Carmel Sewer District # 2. In conjunction with this proposal Centennial Golf will agree, via appropriate contractual agreements with the Town of Carmel, forever not to build any housing units on the Golf course property, essentially relinquishing its rights to sewage capacity on that property.

## 7.0 ALTERNATIVES FOR SEWAGE DISPOSAL

Two alternatives have been identified to sewer the portion of the Centennial Project to be constructed in the Town of Southeast:

1. Subsurface sewage disposal (septic system)
2. Connection to the Hunter's Glen Condominium sewage treatment plant (STP)

## **Subsurface Sewage Disposal**

Although a theoretically viable alternative, it is dependent on the types of soils and slopes. Because of the nature of the development which is spread out over a large area, 8 to 10 separate subsurface sewage disposal systems will be necessary. These systems will cover large areas and are maintenance intensive and because they will each serve 8-10 housing units are historically prone to failure. For these reasons the construction of subsurface sewage disposal systems is not considered a practical alternative.

## **Connection to Hunter's Glen STP**

Hunters Glen is a condominium located to the east of this project on Fair Street which is served by a sewage treatment plant. This sewage treatment plant was originally approved with a SPDES permit limit of 68,500 gallons per day. In 2008 after many years of failure of its subsurface sewage disposal system, the Twin Brook Manor Condominium installed a pump station which conveyed sewage to the Hunter's Glen STP. At that time the SPDES permit flow limit was increased to approximately 78,340 gpd.

Presently the sewage treatment plant receives a daily average of 60,000 gpd. Available excess capacity is 5000 to 10,000 gallons per day depending upon how close to the SPDES permit limit the DEC will allow approved design flows. The design flow for the Southeast portion of the project is 28,800 gpd. Based upon the foregoing there is not sufficient excess capacity in the Hunter's Glen STP to serve the Southeast portion of this project. It is unlikely that the Hunter's Glen condominium association, the NYSDEC and the NYCDEP would allow any excess capacity in the Hunters Glen STP to be used for a new project. The use of the excess capacity for the Twin Brook Manor connection was to remediate an existing failed subsurface sewage disposal system.

Please also see the addendum dated the same and attached hereto.

## **8.0 CONCLUSION**

Based on the data provided in this report regarding CS#2 plant capacity, the proposed project flow and in considering the alternatives the town asked CGP to explore, it is my opinion that the only reasonable alternative for sewage disposal for this project in Carmel and Southeast is a connection to Carmel Sewer District # 2".

**ADDENDUM TO ENGINEERING REPORT DATED MARCH 31, 2014  
and revised July 29, 2014  
CENTENNIAL GOLF CLUB**

**A. EXISTING CAPACITY - TOWN OF CARMEL COLLECTION SYSTEM VICINITY OF CENTENNIAL GOLF CLUB**

The hydraulic capacity of the existing Town of Carmel Collection system in the vicinity of the Centennial Golf Club has been examined based upon a review of "As-Built" Plans dated October 15, 1997 for the sewer collection system provided to Centennial by the Town Engineer. The following sheets were reviewed:

Fair Street I, sheet 10 of 116  
Fair Street II, sheet 11 of 116  
Fair Street Relief Sewer, sheet 9 of 116

Based upon such review the following is offered:

- a. The plans for the expansion of the Carmel collection system, entitled "Collection System Additions", prepared by J.R. Folchetti, P.E. beginning in the early 1990's, long before Benedict Farm was proposed by Centennial as a golf course. Therefore, the design flows contained in the engineering reports for the sewage treatment plant and collection system were prepared at a time when the property was zoned 1 acre residential. The engineering report for the design of the collection system considered that the 187.4 acre Centennial property would contain approximately 160 homes and the collection system piping was designed to handle these flows.

- b. Review of the above captioned plans for sewers in Fair Street indicates that several segments of the sewer exhibit a shallow slope. A segment of the 8" sewer is 0.84% while a segment of the 12" sewer is 0.37%. These two segments were analyzed.

Calculations utilizing Manning's equation indicates that an 8" pvc pipe at 0.84% has a maximum carrying capacity of 1 cfs, while a 12" pvc pipe at 0.37% has a maximum carrying capacity of 2 cfs. 1 cfs is equal to 449 gallons per minute. All other segments of these pipes which have a steeper slope have a greater carrying capacity.

- c. The project proposed by Centennial, 128 units has a design flow of 46,080 gallons per day or 32 gallons per minute. Using a peaking factor of 4, the peak flow would be 128 gpm.
- d. Existing properties in the vicinity of Centennial that would also be discharging to the minimally sloped sewers, including but not limited to Centennial Ridge, Hill and Dale Road and Kings Grant are estimated to be 240 homes. These 240 homes would have a peak flow of 240 gallons per minute.
- e. Total flow to the terminal portion of the Fair Street Sewer is 360 gpm which is significantly less than the carrying capacity of the 8" pipe at 449 gallons per minute and the 12" pipe at 900 gallons per minute.

Therefore, sufficient carrying capacity exists in the existing collection system on Fair Street to handle the proposed Centennial project at 128 units.

## **B. HUNTER'S GLEN SEWAGE TREATMENT PLANT**

### **1. Sewage Flows**

- a. The SPDES permit flow limit for the Hunter's Glen sewage treatment plant is reportedly 78,300 gallons per day based upon a monthly average. The highest month's flow in 2013 was 61,200 gallons per day. We have made contact with Hunter's Glen to obtain additional and current 2014 monthly flows data. We do not anticipate this will change significantly from the data we already have received as transmitted to the Town board by way of my previous report, dated March 31, 2014.
- b. The Southeast portion of the Centennial project is 28,800 gallons per day.
- c. It is assumed that the NYSDEC and NYCDEP would require a 10% buffer between the highest monthly average flow and the SPDES permit limit or 8,000 gallons per day.

Therefore, the flow available for use by another entity is approximately 70,000 gallons per day. With a high monthly average of 61,200 gallons per day, only 9,000 gallons of excess capacity is available. This is significantly less than the flow required for the Southeast portion of the project of 28,800 gallons per day.

### **2. Connection Issues**

In order to connect the proposed Centennial project to Hunter's Glen it would be necessary to install a sewer force main along Simpson Road and Fair Street to the vicinity of the entrance to Hunter's Glen. These roads are County Roads and in the past the County would not allow private utility lines in the road right of way. In addition, the sewer line would need to cross the bridge over the Croton River "stem" to the Middle Branch Reservoir, creating significant regulatory and environmental challenges with the New York City Department of Environmental Protection and possibly other outside agencies.

Finally, neither Centennial nor Hunter's Glen own any of the intervening parcels that are in proximity to the Hunter's Glen Sewage Treatment Plant along Simpson Road, (see attached tax map/property owner information), and therefore lack dominion and control over these areas for connection purposed.

### **3. Connection Fee to Hunter's Glen**

It is anticipated that a significant connection fee would be charged by Hunter's Glen to utilize their excess capacity.

In summary, the lack of sufficient excess capacity, difficult construction scenarios and projected significant fees make economically prohibitive and otherwise not feasible to consider connection to the Hunter's Glen STP as an alternative for sewerage treatment and disposal.

John Karell, Jr., P.E.

HAROLD GARY  
Chairman

**BOARD MEMBERS**

CARL GREENWOOD  
JOHN MOLLOY  
JAMES MEYER  
ANTHONY GIANNICO  
CRAIG PAEPRER

**TOWN OF CARMEL  
PLANNING BOARD**



60 McAlpin Avenue  
Mahopac, New York 10541  
Tel. (845) 628-1500 – Ext.190  
www.carmelny.org

MICHAEL CARNAZZA  
Director of Code  
Enforcement

RICHARD FRANZETTI, P.E.  
Town Engineer

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

orig: Twn Clerk  
cc: Legal Couns. ✓  
WIS 9/23 ✓  
9/9/14

#4

**MEMORANDUM**

☒ Work Session 9/23/14

☐ Agenda \_\_\_\_\_

To: Town Board

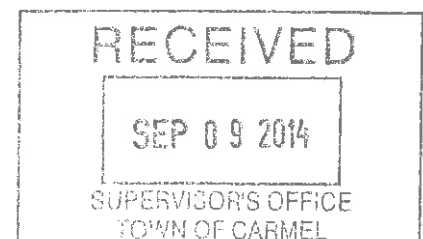
From: Rose Trombetta

Date: September 9, 2014

Subject: Bond Return – Lutz, Wayne – 230 East Lake Blvd  
- TM – 65.17-1-14 - Bond Register #758

On September 3, 2014, the Planning Board passed a motion to recommend full bond return of the above captioned property.

Attached is a fully executed bond application form, Town Engineer, Richard Franzetti's memo dated July 2, 2014 and Michael Carnazza's memo dated September 3, 2014.





Planning Board / ~~Environmental Conservation Board~~  
Town of Carmel - Town Hall  
Mahopac, New York 10541

~~Subdivision~~ - Site Plan Bond Application

~~Wetland~~ - Tree Cutting Application

Bond Amount \$10,408.00

Inspection Fee \$520.40 Pd

Bond Register No 758

Tax Map # 65.17-1-14

Filing Date 8/13/2014

The undersigned hereby files a bond pursuant to the regulations of the Town of Carmel in the amount of \$10,408.00. Said bond was fixed by Resolution of the Planning Board/Environmental Conservation Board on (date) 09/09/09 for the construction and completion of improvements described on a map on file with the Planning Board/Environmental Conservation Board.

Applicant's Name: Wayne Lutz

Applicant's Address: 77 Myrtle Ave, Mahopac, NY 10541

Applicant's Telephone Number: 914-469-3156

Email:

Map Entitled: Lutz Site Plan Property Address: 230 East Lake Blvd Last Revised 8/14/09

Applicant's Signature

Town Engineer's Signature

Bonding Company Western Surety Co

Bond # 70802761

Bond Expires No Expiration

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

By

Chairman, Planning Board

By

Chairman, Environmental Conservation Board

\*\*\*\*\*

Application for Bond Return XX

Bond Reduction

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

Date 9-5-14 Applicant's Signature *Wayne Lutz*

\*\*\*\*\*

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

Date Town Engineer's Signature *[Signature]*  
OR

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

Date 8/27/14 Town Engineer's Signature *[Signature]*

Date 8/27/14 Planning Board Chairman *Naved Khan*

Date Environmental Conservation Board Chairman

Approved by the Town Board at a meeting on



Richard J. Franzetti, P.E.  
Town Engineer



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

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

## MEMORANDUM

---

To: Carmel Planning Board

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

Date: July 2, 2014

Re: Lutz Site Plan- TM# 65.17-1-14

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In response to a request by the above applicant, a representative of the Engineering Department recently performed a field inspection of the referenced property to evaluate the current status of the site construction, for the purpose of determining whether a bond reduction was warranted. The results of our investigation are presented below.

The original bond amount posted was \$10,408.00. The full bond amount is still being held by the Town. Based upon our inspection, all of the site improvements required pursuant to the Board's Site Plan approval have now been completed. On this basis, this Department recommends that the entire bond be released.

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

Michael G. Carnazza  
Director of Code Enforcement



60 McAlpin Avenue  
Mahopac, New York 10541

Kenneth Schmitt  
Supervisor

## MEMORANDUM

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

**FROM:** Michael G. Carnazza, Director of Code Enforcement

**DATE:** September 3, 2014

**RE:** Site Plan for Lutz  
Tm# 65.17-1-14

- 
- I have no objection to the return of the bond.
  - All work is complete and there are no zoning violations on the site.

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

☒ Work Session 9/23/14

☐ Agenda \_\_\_\_\_

## MEMORANDUM

**To:** Carmel Town Board

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

**Date:** September 17, 2014

**Re:** Change Order #1 – Replacement of Town Hall Floor Covering

#5

As the Town of Carmel Town Board is aware, the referenced project was awarded to Freight Liquidators on September 3, 2014. The original cost estimate approved was not to exceed for \$27,400.00.

A request was made to have the vinyl cove base replaced in both the carpeted and vinyl composite tile are being replaced. The cost for the vinyl cove base is \$2,743.00. A copy of the cost estimate is attached.

A monetary increase in the original approval is required for this work to be performed. Therefore the cost of the original approval of \$27,400.00 will need to be changed to not to exceed \$30,143.00.

The Engineering Department (Department) recommends that the Town Board approve Change Order #1 to install the vinyl cove base.

Based on conversations with Mary Ann Maxwell, there are sufficient funds to pay for this work.

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

**FREIGHT LIQUIDATORS**

403 Rt. 6  
MAHOPAC N.Y. 10541  
(845) 628-7930

MAHOPAC, NY

403 Route 6  
Mahopac, NY 10541  
(845) 628-7930  
Fax (845) 621-1258  
www.freightliquidators.co

☐ Agenda

☐ Work Session

TOWN OF CARMEL  
MCALPIN AVE  
MAHOPAC, NY 10541

**SPECIAL INSTRUCTIONS:**

| REC# 235834 DATE: 09/16/14 SM: JFA DEPT: R CHECK   |         |          |   |   |
|--|---------|----------|---|---|
| STATUS: WR TRANSACTION TYPE: IN  |         |          |   |   |
| Qty.   | Company | Item No. | Description   | Amount  |
|  | 1       |          | CUTORDER 1050' 4" BROWN VINYL COVE BASE<br>ESTIMATE FOR OFFICES | 1743.00   |
| I DO <input type="checkbox"/> I DO NOT <input type="checkbox"/> WANT FABRIC PROTECTION<br>NO CANCELLATIONS OR REFUNDS ON ANY ORDER. THERE IS A 25% FEE ON ALL AND ANY CANCELLATIONS OF<br>THE TOTAL PRICE OF THIS ORDER. DELIVERY TIME IS WITHIN 180 DAYS. ALL MERCHANDISE MUST BE PICKED UP<br>OR DELIVERED WITHIN 10 DAYS. FINAL PAYMENTS CASH OR CASHIERS CHECKS. |         |          |   | SUBTOTAL 1743.00<br>TAX <del>146.00</del><br>DELIVERY 0.00<br>TOTAL <del>1889.00</del><br>PRIOR DEPS 0.00<br>NEW DEPOSIT 0.00<br>BALANCE DUE <del>1889.00</del> |
| Signature _____  |         |          |   |   |

OFFICE COPY

**FREIGHT LIQUIDATORS**

403 Rt. 6  
MAHOPAC N.Y. 10541  
(845) 628-7930

MAHOPAC, NY

403 Route 6  
Mahopac, NY 10541  
(845) 628-7930  
Fax (845) 621-1258  
www.freightliquidators.co

TOWN OF CARMEL  
MCALPIN AVE  
MAHOPAC, NY 10541

**SPECIAL INSTRUCTIONS:**

| Qty.   | Company | Item No. | Description   | Amount   |
|--|---------|----------|---|--|
| 1  |         |          | CUTORDER 600' 4" BROWN VINYL COVE BASE<br>ESTIMATE FOR HALLWAYS | 1000.00  |
| REC# 0 DATE: 09/16/14 SM: JFA DEPT: R CHECK<br>STATUS: PT TRANSACTION TYPE: NO<br>I DO <input type="checkbox"/> I DO NOT <input type="checkbox"/> WANT FABRIC PROTECTION<br>NO CANCELLATIONS OR REFUNDS ON ANY ORDER. THERE IS A 25% FEE ON ALL AND ANY CANCELLATIONS OF THE TOTAL PRICE OF THIS ORDER. DELIVERY TIME IS WITHIN 180 DAYS. ALL MERCHANDISE MUST BE PICKED UP OR DELIVERED WITHIN 10 DAYS. FINAL PAYMENTS CASH OR CASHIERS CHECKS. |         |          |   | SUBTOTAL 1000.00<br>TAX <del>83.50</del><br>DELIVERY 0.00<br>TOTAL <del>1083.50</del><br>PRIOR DEPS 0.00<br>NEW DEPOSIT 0.00<br>BALANCE DUE <del>1083.50</del> |
| Signature _____  |         |          |   |  |

OFFICE COPY

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

☒ Work Session 9/23/14

☐ Agenda \_\_\_\_\_

## MEMORANDUM

#6

**To:** Carmel Town Board  
**From:** Richard J. Franzetti P.E., Town Engineer   
**Date:** September 18, 2014  
**Re:** Upper and Lower Teakettle Spout Lake Carp Stocking

The Town of Carmel Engineering Department (Department) and the Teakettle Lake Park District have received a New York State Department of Environmental Conservation (NYSDEC) permit to stock 105 Triploid Carp (carp) Upper and Lower Teakettle Lakes (60 carp in the upper Lake and 45 carp in the lower Lake). It should be noted the NYSDEC permit, is set to expire on November 30, 2014

As part of the permit, the NYSDEC provides a list of approved carp suppliers in our region. This Department has contacted four (4) of the suppliers on the list and only one (1) supplier, Northeastern Aquatics in Rhinebeck N.Y. has carp in stock at this time, the remaining three (3) will have supply in the Spring of 2015.

Northeastern Aquatics quoted a cost of \$12.50 per carp with a \$40.00 delivery charge. The total cost for the 105 carp plus delivery is \$1,352.50.

Mary Ann Maxwell provided the attached indicating there are sufficient funds in the Teakettle Lake budget to purchase the carp.

We therefore recommend the purchase of the carp from Northeastern Aquatics in Rhinebeck N.Y. at the price of \$1,352.50.

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

**From:** [Maxwell, Mary Ann](#)  
**To:** [Franzetti, Richard](#)  
**Cc:** ["Daniel Pearsall"](#)  
**Subject:** RE: 08-29-14 Teakettle Spout Lake District Budget/Funds for Triploid Carp  
**Date:** Friday, September 05, 2014 9:07:00 AM

---

Good morning....There is \$5,930 in this line after the fence is paid for. The 2014 Budget for the Carp was \$3,000 and Brush Removal \$2,500.

Let me know if you have any questions.

Mary Ann

*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)

---

**From:** Franzetti, Richard  
**Sent:** Friday, August 29, 2014 2:27 PM  
**To:** Maxwell, Mary Ann  
**Cc:** 'Daniel Pearsall'  
**Subject:** 08-29-14 Teakettle Spout Lake District Budget/Funds for Triploid Carp

Mary Ann,

Can you please advise as to the funds available to purchase Triploid Grass Carp for Teakettle Spout Lake?

Thanks

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)

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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

☒ Work Session

9/23/14

☐ Agenda

## MEMORANDUM

**To:** Carmel Town Board

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

**Date:** September 22, 2014

**Re:** CSD 7 Comminutor

#7

Severn Trent Environmental Services (STES), the operators for Carmel Sewer District #7 (CSD#7), has alerted the Engineering Department (Department) that the comminutor (sewage grinder) used at CSD #7 is not functioning and needs to be replaced.

The cost to repair the unit is estimated at \$10,433.75. STES requested and received the following quotes (attached) for replacing this unit:

- |                    |             |
|--------------------|-------------|
| 1. Franklin Miller | \$11,950.00 |
| 2. GP Jager        | \$14,477.00 |
| 3. Grundfos        | \$22,500.00 |

It should be noted that this equipment has already been installed at the CSD 7 because at the time it was considered an emergency installation.

At the time this was considered a potential compliance issue as the comminutor was failing and if a blockage did occur, causing a raw wastewater overflow, the Town of Carmel would have been in violation of our State Pollution Discharge Elimination System (SPDES) Permit.

This Department did speak with the Town of Carmel Comptroller and the Comptroller indicated that there are sufficient funds in budget for this work. (Attached).

This Department requests that the Town Board authorize the release of payment top Franklin Miller for the comminutor.

This Department respectfully requests that this request be placed on the next Town Board work session.





Franklin Miller Inc.  
80 Oliner Parkway  
Livingston, NJ 07039 USA

Tel 973-535-9200  
Fax 973-535-6269  
info@franklinmiller.com

Quote No: 28983

March 19, 2014

Page 1 of 4

Town of Carmel  
60 McNlpin Ave.  
Mahopac, NY 10541 USA

**Your Local Representative:**

Bendlin Inc.  
Attn: Robert Bendlin  
Tel: 973/574-0000  
email: r.bendlin@bendlininc.com

**Salesperson:**

Joseph Macula, Regional Sales Manager  
jmacula@franklinmiller.com

We are pleased to quote on the following: To replace JWC Model MM30002-0008-01 grinder.

| Quantity  | Description | Price   | Totals |
|---|-------------|---|--------|
| Ref: Mat: WASTE-WATER Req: Replace MM30002-0008-01 Max: 320 GPM |             |   |        |
| 1   | EA          | <b>TASKMASTER® GRINDER, Model TM8508 as follows:</b> <ul style="list-style-type: none"><li>- Nom. 8" x 8" Cutting Chamber</li><li>- Ductile Iron Housing</li><li>- Cutter Cartridges: 7Tooth Cam Cutters, 4140 H.T.</li><li>- 2" Hexagonal Shafting, 4140 H.T.</li><li>- Mech. Seal: T.C. Faces &amp; Hardened Stainless Steel Cartridge Elements</li></ul> |        |
| 1   | EA          | <b>Grinder Motor and Drive:</b> <ul style="list-style-type: none"><li>-5HP Expl Proof C-Face Motor, 230/460V, 3PH, 60 HZ</li><li>-Sumitomo Vertical Down, Grease Filled Reducer</li><li>-Coupling: High Torque Jaw Style</li><li>-Reducer Adapter Spool Piece - D.I.</li></ul>  |        |
| 1   | EA          | <b>Automatic Reversing Controller, Model S260</b> <ul style="list-style-type: none"><li>- Nema 4X FRP Enclosure</li><li>- PLC logic control</li><li>- IEC starters</li><li>- LED Indicators - for long life</li><li>- Current Sensing Auto-Reversing Program</li></ul>  |        |

Grand Total \$11,950.00

Prices are Valid Until Friday, April 18, 2014

Terms: Net 30 days from shipment (subject of approval by Franklin Miller, Inc. Accounting Dept.).  
Freight Allowed to Jobsite.

See the difference



Franklin Miller Inc.  
60 Okner Parkway  
Livingston, NJ 07038 USA

Tel 973-535-0200  
Fax 973-535-5269  
info@franklinmiller.com

**Quote No: 28983**

**March 19, 2014**

Page 2 of 4

Delivery is 6 to 8 weeks after receipt of approval.

**Freight & Sales Tax (CA, NY, NJ) if applicable, will be added to Invoice.**

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

..... See the difference

Hi Timothy:

I apologize I didn't get this earlier to you.

We are pleased to offer the following for your review and consideration of same:

One (1) Grundfos Sewer Chewer, Model CC-08, 5 HP, 3/60/230 volt which includes integrated motor and speed reducer, motor coupling and support, grinder cartridge,

NEMA 4X FRP with PLC controller with submersible TENV, FM certified exp. proof motor with 30 ft. power/control cable

Total Net Price, F.O. B. factory, freight allowed ....\$22,500.00

Delivery: 4-6 weeks

If you have any questions or require additional information, please don't hesitate to call or email.

Thanks.

Best regards,

Roseann Pettrow

Dave Heiner Associates, Inc.

3799 Route 46, Suite 102

P.O. Box 6016

Parsippany, NJ 07054

Phone: 973-299-9990

Fax: 973-299-9988

Email: [rpettrow@daveheinerassoc.com](mailto:rpettrow@daveheinerassoc.com)

Visit us at: [www.daveheinerassoc.com](http://www.daveheinerassoc.com)

Representing Manufacturers of  
Water & Wastewater Treatment and  
Monitoring Equipment in the New York,  
New Jersey and Connecticut metropolitan area

# GPJ G.P. Jager & Associates

143 Miller Road  
Kinnelon, N.J. 07405  
phone: (973) 750-1180  
fax: (973) 750-1181  
email: info@jagerinc.com  
website: www.jagerinc.com

PAGE: 1

DATE: 9/27/2013

BID DATE:

JOB NUMBER: 23846

## Water & Wastewater Representatives for the Tri-State Area

### ADDRESS TO:

Severn Trent Services  
11 Old Route 6  
Carmel, NY 10512

### PROJECT NAME:

Carmel #6 grinder replacement

attn: Mike Schiffer

Phone: 914-906-0230

CREDIT TERMS: Net 30 Days

FREIGHT: Jobsite

EST SHIP WT: 440 lbs

### SPEC SECTION

DELIVERY 2-4 weeks ARO

| LN | QTY | UM | DESCRIPTION/PART NUMBER   | UNIT PRICE | EXT. PRICE  |
|----|-----|----|---|------------|-------------|
| A  | 1   | EA | <p>30002-0008-GI<br/>Model: 30000 Muffin Monster with 8" Cutting Chamber<br/>Drive: 5 HP TEXP Motor 230/460 volt, 3PH, 60 Hz with 29:1 gear reducer<br/>Cutter: 7 tooth STD/7 tooth cam combination 4130 Alloy<br/>Seals: Seal Cartridge Assembly Tungsten Carbide/Buna-N<br/>Paint: Synthetic Primer, Green</p> <p>PC2200- Electric Motor Controller<br/>Enclosure: NEMA-4X FRP<br/>Volt/HP: 5 HP @ 230/460 volt, 3PH, 60Hz<br/>(please verify voltage)</p> <p>Using existing channel mounting frame.</p> <p>O &amp; M Manuals are included.</p> <p>Quotation does not include installation, any applicable taxes.</p> <p>If this proposal should become an order, please address your PO to:</p> <p>JWC Environmental<br/>2600 South Garnsey Street<br/>Santa Ana, CA 92707</p> |            | \$14,477.00 |

**From:** [Maxwell, Mary Ann](#)  
**To:** [Vara, Rob](#)  
**Cc:** [Franzetti, Richard](#); [John E. Folchetti \(john.folchetti@jrfa.com\)](#); [Esteves, Donna](#); [Tenefrancia, Michelle](#)  
**Subject:** RE: 04-15-2014 Grinder for CSD#7  
**Date:** Tuesday, April 15, 2014 9:01:25 AM

---

Rob.....it appears there is already a Req/PO already in the system for \$14,477 for JP Gager & Assoc. That should be voided correct? Once that is voided have Donna open a Req for the new quote. There is sufficient funds in account #707.8130.40, but since it is an equipment purchase it should be charged to the 20 line. Thanks.....Mary Ann

---

**From:** Vara, Rob  
**Sent:** Tuesday, April 15, 2014 8:47 AM  
**To:** Maxwell, Mary Ann  
**Cc:** Franzetti, Richard; John E. Folchetti (john.folchetti@jrfa.com)  
**Subject:** 04-15-2014 Grinder for CSD#7

Max, Attached are quotes for the purchase of a new grinder for CSD#7. This item is an essential element to the operation of the sewer plant. **A failure to have this unit in place could affect the down stream process of the plant and could result in SPEDES compliance issues.** Based upon the recommendation of ST, we would like to proceed with the purchase of the Franklin Taskmaster Grinder at t price of \$11,950. Please advise if sufficient funds are available to proceed.

Robert Vara  
Engineering Projects Coordinator  
Town of Carmel  
Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, New York 10541  
Ph. 845-628-1500 ex. 183 Fax: 845-628-7085

---

**From:** Moseley, Timothy [<mailto:Timothy.Moseley@STServices.com>]  
**Sent:** Tuesday, April 08, 2014 3:44 PM  
**To:** Franzetti, Richard  
**Cc:** Vara, Rob; [John.Folchetti@JRFA.com](#); Esteves, Donna; Batz, Michael; Brooks, William; Maggio, Vincent; Fotopoulos, Gareth; Schiffer, Micheal  
**Subject:** 040814 Grinder replacement Quotes for Muffin Monster at CSD#7 WWTP

Richard, enclosed are quotes for the muffin monster grinder at CSD#7. Please excuse typos on the GPJ quote. Please feel free to contact me if you have any questions. Thank you for your patience ,

Timothy Moseley  
Area Manager Carmel / Brewster N.Y.  
Severn Trent Environmental Services  
1961 Route 6 Rear 3  
Carmel N.Y. 10512  
(o) 1-845-228-0460  
(c) 1-845-490-2254



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

JAMES R. GILCHRIST, CPRP, DIRECTOR

TELEPHONE: (845) 628-7888 FAX: (845) 628-2820  
EMAIL: [carmelrecreation@ci.carmel.ny.us](mailto:carmelrecreation@ci.carmel.ny.us)  
WEB: <http://www.carmelny.org>

DATE: September 17, 2014

☒ Work Session 9/23/14

TO: Carmel Town Board  
Carmel Town Hall

☐ Agenda \_\_\_\_\_

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

#8

SUBJECT: Skate Park Renovations at McDonough Park

In 2010, the Canora/Calandra families donated funds towards the upkeep of the skate park in return for having the park named the "Little Joe Skate Park". The "Little Joe Skate Park" Foundation was created in memory of Joey Canora who passed away in 2008 at the age of 18. The Foundation's goal is to promote "Hugs, Not Drugs", and to provide a safe place for kids to go.

Lenny Canora will be funding the additional skate park renovations which will include repairing all cracks in the blacktop and sealing the entire surface area within the skate park to ensure a nice smooth surface. All ramps will be repaired with new 1/2 inch pressure treated plywood (approximately 40 sheets) and sealed with a marine grade paint. The contactor overseeing the project will be Ladel Ltd.; please see the attached proposal and Certificate of Liability Insurance.

Please put this on the agenda for the next Town Board Work Session and contact me with any questions.

/sms  
attachments

Skate Park Renov memo



"Town Unity through Recreation"



|               |                           |
|---------------|---------------------------|
| Proposal #    | <b>1017</b>               |
| Proposal Date | <b>September 15, 2014</b> |

[illegible]

You're a valued customer & we appreciate your business.  
Ladel LTD  
Phone: 914-287-6400 /// Fax: 845-531-2440  
ladelltd@aol.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/16/2014

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

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

| <b>PRODUCER</b><br>Sullivan Financial Group, Inc.<br>PO Box 827<br>Mahopac NY 10541 | <b>CONTACT NAME:</b> Joanne Cerbino<br><b>PHONE (A/C No. Ext.):</b> (845) 628-9604 <b>FAX (A/C No.):</b> (845) 628-2054<br><b>E-MAIL ADDRESS:</b> info@callsullivan.com<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Utica First Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Utica First Insurance Company |  | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
|---|--|-------------------------------|--------|---|--|-------------|--|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURER(S) AFFORDING COVERAGE   | NAIC #   |                               |        |   |  |             |  |             |  |             |  |             |  |             |  |
| INSURER A : Utica First Insurance Company   |  |                               |        |   |  |             |  |             |  |             |  |             |  |             |  |
| INSURER B :   |  |                               |        |   |  |             |  |             |  |             |  |             |  |             |  |
| INSURER C :   |  |                               |        |   |  |             |  |             |  |             |  |             |  |             |  |
| INSURER D :   |  |                               |        |   |  |             |  |             |  |             |  |             |  |             |  |
| INSURER E :   |  |                               |        |   |  |             |  |             |  |             |  |             |  |             |  |
| INSURER F :   |  |                               |        |   |  |             |  |             |  |             |  |             |  |             |  |
| <b>INSURED</b><br>Ladel LTD<br>8 Livingston Road<br>Carmel NY 10512                 |  |                               |        |   |  |             |  |             |  |             |  |             |  |             |  |

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSR WVD   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--|---------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY   |  |               |                         |                         | EACH OCCURRENCE \$ 1,000,000                        |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |  |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            | X  | ART504357700  | 08/15/2014              | 08/14/2015              | MED EXP (Any one person) \$ 5,000                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |  |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                  |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                      |
|          | AUTOMOBILE LIABILITY  |  |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                 |
|          | <input type="checkbox"/> ANY AUTO   |  |               |                         |                         |   |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS                         |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$              |
|          | <input type="checkbox"/> HIRED AUTOS  | <input type="checkbox"/> NON-OWNED AUTOS                         |               |                         |                         | BODILY INJURY (Per person) \$                       |
|          |   |  |               |                         |                         | BODILY INJURY (Per accident) \$                     |
|          |   |  |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                   |
|          |   |  |               |                         |                         |   |
|          | UMBRELLA LIAB   | <input type="checkbox"/> OCCUR                                   |               |                         |                         | EACH OCCURRENCE \$                                  |
|          | EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE                             |               |                         |                         | AGGREGATE \$  |
|          | DED   | RETENTION \$   |               |                         |                         |   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |  |               |                         |                         | WC STATUTORY LIMITS                                 |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A           |                         |                         | OTH-ER  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |  |               |                         |                         | E.L. EACH ACCIDENT \$                               |
|          |   |  |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                       |
|          |   |  |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

certificate holder is additional insured

## CERTIFICATE HOLDER

## CANCELLATION

|  |   |
|--|---|
| Town of Carmel<br>60 McAlpin Avenue<br>Mahopac, NY 10541 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE <i>Mark J. Sullivan</i> <JAC> |
|--|---|

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

JAMES R. GILCHRIST, CPRP, DIRECTOR

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

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

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

DATE: September 17, 2014

TO: Carmel Town Board  
Carmel Town Hall

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

SUBJECT: Waiving of Fees

☒ Work Session 9/23/14

☐ Agenda \_\_\_\_\_

#9

The Michael Purdy Memorial Foundation is a non-profit organization founded by his four daughters in memory of Town of Carmel employee Michael Purdy. A softball fundraiser event is scheduled for this Saturday, September 20, and they have requested that the park rental fee be waived. All proceeds from this event will be donated to a local charity.

I recommend the fees be waived. An Application for the Use of Town of Carmel Facilities has been submitted with a Certificate of Liability Insurance holding the Town of Carmel additionally insured.

Please contact me with any questions.

/sms



*"Town Unity through Recreation"*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/15/2014

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

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

|  |  |        |
|--|--|--------|
| PRODUCER<br><br>Allstate Insurance<br>Grimaudo-Zimmerman Agency<br>559 Route 6N<br>Mahopac, NY 10541 | CONTACT NAME: Shari Zimmerman                |        |
|  | PHONE (A/C, No, Ext):<br>E-MAIL:<br>ADDRESS: |        |
| INSURED<br><br>Gary T Bailey<br>604 Woods Brooke Drive<br>Mahopac, NY 10541                          | INSURER(S) AFFORDING COVERAGE                | NAIC # |
|  | INSURER A:                                   |        |
|  | INSURER B:                                   |        |
|  | INSURER C:                                   |        |
|  | INSURER D:                                   |        |
|  | INSURER E:                                   |        |
|  | INSURER F:                                   |        |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSR YYY | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
|          | GENERAL LIABILITY   |                    |               |                         |                         | EACH OCCURRENCE \$  |
|          | COMMERCIAL GENERAL LIABILITY  |                    |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                                |
|          | CLAIMS-MADE <input type="checkbox"/> OCCUR  |                    |               |                         |                         | MED EXP (Any one person) \$   |
|          |   |                    |               |                         |                         | PERSONAL & ADV INJURY \$  |
|          |   |                    |               |                         |                         | GENERAL AGGREGATE \$  |
|          |   |                    |               |                         |                         | PRODUCTS - COMP/OP AGG \$   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |                    |               |                         |                         | \$  |
|          | POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>  |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                      |
|          | AUTOMOBILE LIABILITY  |                    |               |                         |                         | BODILY INJURY (Per person) \$   |
|          | ANY AUTO  |                    |               |                         |                         | BODILY INJURY (Per accident) \$   |
|          | ALL OWNED AUTOS   |                    |               |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|          | SCHEDULED AUTOS   |                    |               |                         |                         | \$  |
|          | HIRED AUTOS   |                    |               |                         |                         | \$  |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR  |                    |               |                         |                         | EACH OCCURRENCE \$  |
|          | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  |                    |               |                         |                         | AGGREGATE \$  |
|          | DED <input type="checkbox"/> RETENTION \$   |                    |               |                         |                         | \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |                    |               |                         |                         | NO STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A |                    |               |                         |                         | E.L. EACH ACCIDENT \$   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |                    |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$   |
|          |   |                    |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$  |
| X        | Renters   |                    | 913836445     | 05/30/2014              | 05/30/2015              | 1,000,000 Liability   |

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

Liquor Liability Excluded  
September 20, 2014

## CERTIFICATE HOLDER

## CANCELLATION

Town of Carmel  
60 McAlpin Ave  
Carmel, NY 10541

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

AUTHORIZED REPRESENTATIVE

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CARMEL RECREATION AND PARKS DEPARTMENT  
SYCAMORE PARK, 790 LONG POND ROAD, MAHOPAC, NEW YORK 10541  
JAMES R. GILCHRIST, CPRP, DIRECTOR

(845) 628-7888

**ALCOHOLIC BEVERAGE PERMIT**

I, GARY BAZZEL request an Alcoholic Beverage Permit for  
SYCAMORE PARK to be used on 9-20-14  
(facility requested) (date)

from 9:00 am to 6:00 pm and agree to the following:  
(time) (time)

No alcohol will be served to anyone under twenty-one years of age. **Alcohol beverages, other than beer or wine are prohibited; kegs and barrels are also prohibited.** The Recreation Department has the right to limit quantities of alcoholic beverages.

If a caterer is used, the caterer must have all required permits and/or licenses. Additionally, the caterer must submit a certificate of insurance no less than 3 days prior to the event, demonstrating proof that the caterer has the following coverages:

- Commercial General Liability Liquor Liability - Limits of \$1 million each occurrence, \$2 million general and products/completed operations aggregates, \$1 million personal/advertising injury liability, \$50,000 medical payment expense
- Liquor Liability - \$1 million each occurrence and \$2 million aggregate
- Workers Compensation and Employers Liability - Statutory limits and coverages. Municipality shall be listed as an additional insured on the Commercial General Liability and Liquor Liabilities Policies.

It is understood that no containers will be taken onto the waterfront area or ballfield, and all litter will be placed in proper receptacles. Service of alcohol must end one hour before the event (this does not include clean-up time).

I will assume responsibility for our group's conduct in this matter, and I am over twenty-one years of age. As host, I understand it is my responsibility to comply with all liquor laws in New York State.

Gary Bazzel  
Signature

9-20-2014  
Date

**FOR TOWN USE**

Approved by:

[Signature]  
Name

9/17/14  
Date

Disapproved by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



# APPLICATION FOR THE USE OF TOWN OF CARMEL FACILITIES

(Submit completed form at least two weeks prior to event)

(Please print clearly)

|   |   |
|---|---|
| Name of Applicant/Organization: <u>MICHAEL GEARY MEMBERSHIP</u>   | Telephone: _____  |
| Street: <u>15 BRIGHTON AVE UNIT 1506 PUNAHON</u>  | Email: <u>GARY-BARTZ@icloud.com</u>   |
| City/State/Zip: <u>NEWBURGH NY 12550</u>  | ID Card #: _____  |
| <u>GARY BARTZ 604 WOODS BROOK DR MAHWAH NJ 10541 8458038476</u>   |   |
| Description and Purpose of Activity Planned: <u>SOCBALL FUNDRAISER</u>  |   |
| Refreshments to be served? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                            | Alcohol to be served: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Estimated # of persons in Attendance: <u>100</u> <u>100</u> Adults + <u>25</u> Children = <u>125</u> TOTAL                |   |
| Date building or grounds to be used: <u>9-20-14</u> <u>9/20/2014</u>  |   |
| Hours building or grounds to be used: <u>9:00-6:00</u> : _____ until _____ :  |   |
| Non-Profit? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   | (Include set-up and break-down time)  |
| Is material/equipment required from the municipality? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |   |
| If so, state what types and for what purpose: _____   |   |
| Is event open to public? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                              |   |
| Will there be donations /contributions solicited? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>     |   |
| All parks are open to the public; no admission fees are permitted!  |   |

Requested Facility:

|   |  |   |
|---|--|---|
| <input type="checkbox"/> Sycamore – Upper Field                 | <input type="checkbox"/> Michael Geary Roller Rink | <input type="checkbox"/> Red Mills Park           |
| <input type="checkbox"/> Sycamore – Main Building (\$300)       | <input type="checkbox"/> Camarda Park Pavilion*    | <input type="checkbox"/> Camarda Park – Ballfield |
| <input type="checkbox"/> Sycamore – Pavilion Area*              | <input type="checkbox"/> Baldwin Meadows Park      | <input type="checkbox"/> Chamber Park             |
| <input checked="" type="checkbox"/> Sycamore – Ballfield        | <input type="checkbox"/> Airport Park              | <input type="checkbox"/> Other: (Specify)         |
| <input type="checkbox"/> McDonough Park Fields: (Specify field) |  |   |

\* PLEASE NOTE: PAVILIONS ARE NOT PERMITTED TO BE USED DURING LIGHTNING STORMS!

Fees:

|                        |   |
|------------------------|---|
| \$ _____               | \$150—Reserved Picnic Area  |
| \$ _____               | \$300—Main Building Rental  |
| \$ _____               | \$30 X _____ (# of hours)—Custodial Staff Fee (when required)   |
| \$ <u>150 fee unit</u> | \$150—Ballfield (2 Hour Limit) / \$250—Ballfield with Lights (2 Hour Limit)   |
| \$ <u>150</u>          | TOTAL—Please make check payable to "Carmel Recreation"  |
| \$300                  | REFUNDABLE DEPOSIT—Required for all events. The deposit will be returned if no damage nor expense result. Please make separate check payable to "Carmel Recreation" |

**! INSURANCE REQUIRED !**—General Liability Insurance is required in the amount of \$1,000,000 Per Occurrence, holding "Town of Carmel". Additionally Insured. A copy of your Certificate of Insurance must be submitted to the Recreation Department, along with this completed form and the two required checks.

Applicant must have a current Town of Carmel Resident ID Card and be over 21 years of age. Picnics must be comprised of 50% Town of Carmel residents. It is understood that the above-named applicant will be responsible for the entire group adhering to all Rules & Regulations of the Recreation & Parks Department.

I HAVE READ AND AGREE TO THE CONDITIONS IN THE RENTAL AGREEMENT

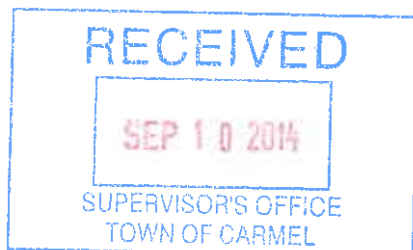
I/We release the Town of Carmel and its officials and employees from any responsibility for any liability, claims, loss damages, or actions (including costs and attorney's fees) for bodily injury and/or property damages, to the extent permissible by law, arising out of or in connection with the actual or proposed use of this facility and/or services.

Applicant Signature: [Signature] Date: 9-17-14

## FOR TOWN USE

CERTIFICATE OF INSURANCE: ☒ Has Been Provided ☐ Will be Provided  
☒ Approved ☐ Disapproved by: [Signature] Title: Rec Dir. Date: 9/17/14

REFUNDABLE DEPOSIT: Cash: \$ \_\_\_\_\_ Check: # \_\_\_\_\_ Returned: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Reason withheld: \_\_\_\_\_



August 28, 2014

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

☒ Work Session 9/23/14

☐ Agenda \_\_\_\_\_

Dear Supervisor Schmitt and Members of the Town Board:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Town of Carmel, New York ("the Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* is required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

### **Audit objectives**

We will audit the Entity's statements of the governmental activities, each major fund and the aggregate remaining fund information and related notes to the financial statements, which collectively comprise the basic financial statements of the Entity as of and for the years ended December 31, 2014 and 2015 and issue our reports thereon as soon as reasonably possible after completion of our work.

Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis to supplement the Entity's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Funding Progress – Other Post-Employment Benefits
- Schedule of the Town's proportionate share of the Net Pension Liability and Contributions (Effective December 31, 2015)

O'CONNOR DAVIES, LLP

500 Mamaroneck Avenue, Suite 301, Harrison, NY 10528 | Tel: 914.381.8900 | Fax: 914.381.8910 | [www.odpkf.com](http://www.odpkf.com)

O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS and our auditors' report will provide an opinion on such information in relation to the financial statements as a whole:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- Introductory section of the Comprehensive Annual Financial Report
- Statistical section of the Comprehensive Annual Financial Report

The objective of an audit is the expression of an opinion on whether these financial statements are presented fairly, in all material respects, in conformity with US GAAP and to report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* ("OMB Circular A-133") (if applicable).

We will conduct the audit in accordance with US GAAS, the standards for financial audits contained in Government Auditing Standards ("GAGAS") issued by the Comptroller General of the United States (if applicable), and the provisions of OMB Circular A-133 (if applicable), and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133 (if applicable), and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The aforementioned standards require that we obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement, whether caused by error or fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity's or to acts by management or employees acting on behalf of the Entity. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS and GAGAS. In addition, an audit is not designed to detect

immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

OMB Circular A-133 (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Circular A-133 Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133. As required by OMB Circular A-133, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

If our opinion on either the financial statements or the Single Audit compliance (if applicable) is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion(s), we may decline to express an opinion or decline to issue a report as a result of the engagement.

In making our risk assessments, we consider internal control relevant to the Entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS (if applicable). An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control and other internal control related matters relevant to the audit of the financial statements that we have identified during the audit, as required by US GAAS, GAGAS and OMB Circular A-133 (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over



compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Entity's accounting policies and financial statements.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management's responsibilities**

The financial statements and their fair presentation in accordance with US GAAP, including all informative disclosures, RSI and supplementary information, are the responsibility of the Entity's management. Management is also responsible for: (1) the selection and application of accounting policies; (2) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; (3) ensuring the Entity complies with the laws and regulations applicable to its activities; (4) making all financial records and related information available to us of which you are aware that is relevant to the preparation and fair presentation of the financial statements, as well as any additional information that we may request for the purpose of the audit; (5) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence; and (6) adjusting the financial statements and supplementary information to correct material misstatements.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133 (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of

expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal *(and/or state)* awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by OMB Circular A-133 (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest

period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

If you intend to publish or otherwise reproduce our report on the financial statements and make reference to our firm, you agree to provide us with printer's proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. If you intend to distribute the material in electronic format, you must provide us both the electronic version as well as an actual print-out for our approval. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review. In the event our auditor/client relationship has been terminated when the Entity seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

You agree that you will not include our report, or otherwise make reference to us, in any public or private debt securities offering without first obtaining our consent. Such a request constitutes a new engagement and is subject to our firm's acceptance procedures. If we elect to accept this engagement, our fees for the additional procedures required in connection with this service are outside the scope of the current engagement and will be established with you prior to the commencement of our work.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

### **Non-reliance on Oral Advice**

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

### **Electronic and other communication**

During the course of the engagement, we may communicate with you or with Entity personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

### **Access to working papers**

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Education Department. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

## Fees and billing

The components of our fees for each of the next two years are detailed below:

|  | <u>2014</u>      | <u>2015</u>      |
|--|------------------|------------------|
| Basic fee* (inclusive of travel expenses<br>pertaining to audit) inclusive of the Board<br>Meetings including GASB Statement No.<br>34 Additional Auditing and Risk Assessment (2) | <u>\$ 69,600</u> | <u>\$ 71,000</u> |
| Comprehensive Annual Financial Report  | <u>\$ 6,000</u>  | <u>\$ 6,250</u>  |

***(1) In recognition of the state of the economy and our longstanding relationship with the Town, we are keeping the basic fee and risk assessment components for the audit of the Entity's December 31, 2014 financial statements the same as the basic fee charged for the December 31, 2013 audit with a modest increase of 2% for 2015.***

(2) In the event that the Entity spends \$500,000 or more in Federal Assistance, a Single Audit will be required pursuant to OMB Circular A-133. Our fees for the compliance audit will be \$3,000 per program per year.

During this two year period, the Town anticipates it will prepare one or more official statements in connection with the sale of debt securities. Each official statement will contain the basic financial statements and O'Connor Davies' Auditors' report thereon. In this situation, O'Connor Davies would be requested by the fiscal advisor and/or the underwriter to issue a "consent and citation of expertise" and any necessary "comfort letters". This entails O'Connor Davies' review of a draft of the official statement and O'Connor Davies' permission for the inclusion of the auditors' report in this statement. The fee for each official statement review will be \$2,000.

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

| <u>Payments will be due</u>                               | <u>Percentage</u> |
|---|-------------------|
| Upon completion of our audit field work                   | 75%               |
| Upon submission of the final report and management letter | <u>25%</u>        |
|   | <u>100%</u>       |

Our hourly rates for any additional services for the initial year of the engagement are detailed below. This rate will increase by 2% each year in the subsequent years.

| <u>Hourly Rate for Professional Services</u> |                   |    |     |
|--|-------------------|----|-----|
| *  | Senior Partner    | \$ | 300 |
| **   | Partner           |    | 290 |
| **   | Senior Manager    |    | 230 |
| **   | Manager           |    | 200 |
| **   | Supervisor        |    | 175 |
| **   | Senior Accountant |    | 155 |
| **   | Staff Accountant  |    | 135 |

\* Represents a discount from standard rate of \$395

\*\* Represents a 20% discount from standard rates

## **Liability**

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Entity is informed of the engagement's termination in the event our report is not delivered, for any reason.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This indemnification will survive termination of this engagement.

## **Dispute resolution**

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

#### **Confirmation and other**

Scott Oling is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to O'Connor Davies, LLP by way of merger, acquisition or otherwise.

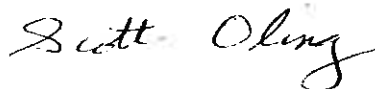
If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,  
**O'Connor Davies, LLP**



Nicholas DeSantis  
Partner



Scott Oling  
Partner

/

Enc.



The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

**TOWN OF CARMEL, NEW YORK**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

O'Connor Davies, LLP, is a member firm of PKF International Limited, a network of legally independent firms. Neither the other member firms nor PKF International Limited are responsible or accept liability for the work or advice which O'Connor Davies, LLP provides to its clients.

\* \* \*



May 27, 2011

To the Partners of O'Connor Davies Munns & Dobbins, LLP  
and The National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of O'Connor Davies Munns & Dobbins, LLP (the firm) applicable to non-SEC issuers in effect for the year ended December 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of O'Connor Davies Munns & Dobbins, LLP applicable to non-SEC issues in effect for the year ended December 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. O'Connor Davies Munns & Dobbins, LLP has received a peer review rating of *pass*.

*Davie Kaplan, CPA, P.C.*

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.  
1000 First Federal Plaza • Rochester, New York 14614  
Tel: 585-454-4161 • Fax: 585-454-2573 • [www.daviekaplan.com](http://www.daviekaplan.com)



Buffalo  
Great Neck  
Hopewell Junction  
New York City  
Elmira

1075 Route 82, Suite 4  
Hopewell Junction, New York 12533  
Phone 845-227-8678 / Fax 845-227-6154  
E-Mail: bferguson@capmark.org

September 4, 2014

Mr. Kenneth Schmitt, Supervisor  
Members of the Town Board  
Town of Carmel  
60 McAlpin Avenue  
Mahopac, NY 10541

☒ Work Session 9/23/14

☐ Agenda \_\_\_\_\_

Re: 2014 Financial Agreement Proposal

Honorable Supervisor and Town Board Members:

In connection with project financing for the Town of Carmel, New York (the "Town") for the period January 1, 2014 through December 31, 2018, Capital Markets Advisors, LLC (CMA) submits the following proposal to provide financial advisory services to the Town. All fees are stated in terms of fees to be charged in 2014. An annual inflation factor based on the average annual United States Inflation Rate as found on [inflationdata.com](http://inflationdata.com) will be added for each year beginning in 2015 and thereafter.

**Services for Bond and Note Financings**

1. Advise the Town regarding the structure of the debt including type of debt, maturity schedule, and bid specifications.
2. Advise the Town on market conditions and the proper timing for the sale of notes or bonds.
3. Assist the Town in complying with all legal requirements of the issuance of the notes or bonds.
4. Advise the Town on matters relating to the federal tax laws and the effect of such requirements on its borrowings.
5. Coordinate the activities of the Town, legal counsel and other third party consultants.
6. Prepare an official statement from the appropriate documents, information and reports provided by or on behalf of the Town.
7. Arrange for the printing and distribution of the official statement and related sales documents.
8. Advise the Town concerning its disclosure responsibilities under Federal Securities Law.
9. Assist the Town in obtaining a bond rating from one or more nationally recognized municipal bond rating agencies.
10. Prepare sample debt service schedules, as necessary.
11. Coordinate the submission of applications for municipal bond insurance, if appropriate.
12. Prepare and coordinate the filing of the Debt Statement with the State Comptroller in connection with the sale of bonds.

13. Coordinate the issuance of the notes or bonds in book-entry-only form and the delivery thereof through the facilities of The Depository Trust Company, New York, New York.
14. Arrange for the printing and distribution of the preliminary official statement, notice of sale and bid form.
15. Arrange for publication of the Notice of Sale.
16. Convert files to PDF format for electronic distribution and post on CMA's website.
17. Act as Town's liaison to the financial markets and promote interest among underwriters and buyers.
18. Review competitive note and bond bids and verify interest rate calculations submitted by underwriters.
19. Advise the Town regarding the acceptance and awarding of the note or bond bids and coordinate that process with all parties.
20. Arrange for the closing of the notes and bonds, including facilities, transfer of funds and delivery of the notes and bonds.
21. Prepare post sale summary transcript of bond sales for Town's records.
22. Prepare and disseminate final bond amortization schedules to the Town and other interested parties.
23. Prepare and distribute final official statement.
24. Consult and advise Town officials on related matters.

CMA's fee shall be \$5,100 for the issuance of bond anticipation notes and \$10,300 for the issuance of bonds. The Town shall bear all other costs associated with the note or bond sale including but not necessarily limited to: bond counsel fees, rating agency fees and the actual cost of printing and distributing any official statements. In lieu of printing the preliminary official statement for notes or bonds, sales CMA, upon the Town's request, shall electronically distribute such preliminary official statement and related sales documents and post such materials on CMA's web site. The fee for such distribution and posting shall be \$900. In the event the Town elects electronic distribution of the preliminary official statement, printed documents will be provided only upon specific request to CMA.

#### **Services for Continuing Disclosure and Material Event Filings**

The Town is required under the Secondary Market Disclosure rules promulgated under the Securities Exchange Act of 1934 to provide an annual filing and material event notices as follows:

- File an annual update report and audit on the EMMA (Electronic Municipal Market Access) website by an agreed upon date, which for the Town is the later of 6 months after the end of the fiscal year or 60 days after the audit is available.
- File a Material Event Notice within 10 business days of the occurrence of a specified event such as a credit rating upgrade or downgrade

For 2014, the fee for filing the annual update document will be \$2,000 and the fee for each material event notice will be \$350. For 2015, the fee will be \$2,500 for both the filing and all required material event notices. The fee will be increased by the annual inflation factor for 2016 through 2018.

**Services for New York State Environmental Facilities Corporation Financings**

1. Assist the Town in complying with program requirements.
2. Prepare EFC financing application.
3. Coordinate the filing of the foregoing application and required supporting documentation.
4. Coordinate activities with EFC finance personnel and participate in all EFC conference calls.
5. Compute and advise the Town concerning principal payments on short-term financing.
6. Coordinate discussions concerning the terms and conditions of the long-term debt issued to the EFC.
7. Review debt structure proposed by the EFC and advise the Town concerning the acceptability thereof.
8. Review all financing documents prepared in connection with the Town's financing.
9. Review final bond amortization schedules which will include the following information: principal and interest on the bonds, interest subsidies and annual service charges.

The fee for financial advisory services related to the Clean Water or Drinking Water State Revolving Loan Fund shall be \$15,000. Fees shall be contingent upon the placement of short term financing or long term loans and are due only after the receipt of the funds by the Town, with \$5,000 due at the time of short-term financing and \$10,000 due at the time of long term financing. If only long-term financing is required the fee shall be \$15,000 upon placement of a long term loan.

**Fees for Refunding Issues**

CMA's fee for refunding bonds shall be \$20,000 for the first series of refunded bonds and \$5,000 for each additional series of bonds, plus \$125 for each required project schedule. The Town shall bear all other costs incurred in connection with the issuance of refunding bonds.

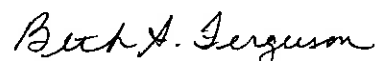
**Miscellaneous**

For general financial advisory work unrelated to any of the aforementioned services, CMA will be compensated at a rate of \$175 per hour.

If the terms of the proposal are satisfactory to the Town, please sign both copies of this letter and return one copy of this letter to my attention at Capital Markets Advisors, LLC, North Hopewell Plaza, 1075 Route 82, Suite 4, Hopewell Junction, New York, 12533, whereupon this letter shall become a binding agreement between the Town and the firm.

Capital Markets Advisors, LLC would be honored to continue to serve as financial advisor to the Town of Carmel. If I can be of further assistance, please feel free to contact me.

Respectfully submitted,



Beth A. Ferguson

BAF/pmh

Accepted and Agreed to:

This \_\_\_\_\_ day of \_\_\_\_\_ 2014

TOWN OF CARMEL, NEW YORK

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



**Joseph J. Spofford, Jr.**  
Town Justice

**JUSTICE COURT**  
Town Of Carmel  
Town Hall  
60 McAlpin Avenue  
Mahopac, New York 10541  
Tel. 845-628-1500 Fax: 845-628-4550

**Thomas J. Jacobellis**  
Town Justice

#12

To: Kenneth Schmitt  
Frank Lombardi  
John Lupinacci  
Suzanne McDonough  
Jonathan Schneider

☒ Work Session 9/23/14

☐ Agenda \_\_\_\_\_

From: Pat Genna *pg*

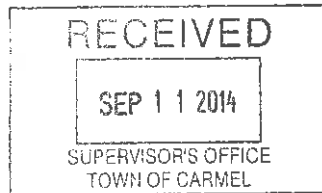
Date: September 19, 2014

Re: 2014-2015 Justice Court Assistance Program (JCAP) Grant

I am requesting authorization to apply for the 2014-2015 JCAP Grant.  
The completed application must be submitted online by October 15,  
2014.

Thank you.





Ann Spofford, Town Clerk

Phyllis Bourges, Deputy Town Clerk

Office of the Town Clerk

Carmel Town Hall

60 McAlpin Avenue

Mahopac, NY 10541

MAHOPAC NEWS - Thursday, September 11, 2014

Published + Posted  
9/11/14

☒ Work Session 9/23/14 Telephone: 845-628-1500

☐ Agenda \_\_\_\_\_ Fax: 845-628-7434

**ORDER SCHEDULING  
PUBLIC HEARING ON THE  
FORMATION OF THE  
LONG POND ROAD  
IMPROVEMENT DISTRICT**

WHEREAS, pursuant to Town Law Section 200, the owners of real estate constituting a majority of the frontage fronting or abutting upon either side of the roads set forth herein, private roads in the Town of Carmel which are used for access to the premises of said owners, have petitioned the Town Board of the Town of Carmel to improve said streets by construction and paving of such private roads and other necessary improvements; and

WHEREAS the Town Engineer has prepared a report which calls for the improvements to be made to the following private roads:

HILLSIDE ROAD;  
HIGHLAND ROAD;  
CROSS DRIVE;  
CLEARVIEW DRIVE;  
ROSEMARIA DRIVE;  
GARCIA TRAIL  
BIRCH HILL  
PLEASANT ROAD; and

WHEREAS the improvements contemplated and considered to the referenced private road shall be: widening of all roads to eighteen (18) foot width; 8" (eight inches) of Item 4 depth installed; and total asphaltic concrete top depth including top course to be 5" (five inches); and minor drainage improvements; and

WHEREAS the maximum amount proposed to be spent for said improvements is ONE MILLION FOUR HUNDRED FIFTY THOUSAND AND NO HUNDREDS (\$1,450,000.00) DOLLARS; and

WHEREAS the area benefitted as stated in the petition consists of the following parcels identified by Tax Map Number and the description of said parcels is as follows:

**TM#53.16-1-39**

ALL that certain plot, piece or parcel of land, with the buildings

and improvements thereon erected, situate, lying and being in the located along Mahopac Falls-Long Pond Road, in the Township of Carmel, County of Putnam and State of New York, being part of the same premises conveyed by Mahopac Falls Park, Inc. to Louis Roth and Jane C. Roth, his wife, by deed dated 9-28-29 and recorded 10-10-29 in the Office of the Clerk of Putnam County in Book No. 153 page 281 of conveyances, and bounded and described as follows:

BEGINNING at a point on the southerly side of the said Mahopac Falls-Long Pond Road where the boundary line between the property herein conveyed and the property formerly owned by Morris Parker and conveyed by him to Oscar Benson intersects said southerly side of the said Mahopac Falls-Long Pond Road;

RUNNING THENCE along the said boundary line South 0 degrees 58' 05" East 158.10 feet to a point;

THENCE RUNNING along the southerly boundary of the plot herein conveyed the following courses and distances:

North 79 degrees 35' 10" West 221.35 feet;

North 74 degrees 33' 40" West 92.59 feet;

North 72 degrees 24' 50" West 51.05 feet; and

North 60 degrees 11' 30" West 25.06 feet to a point in the easterly side of Central Road; running thence along the said easterly side of Central Road, North 32 degrees 45' East 155.48 feet to its intersection with the said southerly side of said Mahopac Falls-Long Pond Road;

RUNNING THENCE along the said southerly side of said Mahopac Falls-Long Pond Road the following courses and distances:

SOUTH 60 degrees 11' 30" East 1.84 feet;

South 72 degrees 24' 50" East 30.18 feet;

South 74 degrees 33' 40" East 82.88 feet; and

South 79 degrees 35' 10" East 183.37 feet to the point and place of BEGINNING.

**TM #53.16-1-16**

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, known and designated as Lot No. 46 on a proposed Subdivision of Property belonging to Tobin and Roth, dated June 22, 1927, made by Walter Koch, Surveyor and filed in the office of the Clerk of Putnam County on May 25, 1929 as Map No. 116-A.

BEGINNING at a point on the easterly side of Central Road at the dividing line between Lots 46 and 47 on said map;

RUNNING thence along the said division line South 58 degrees 53' 30" East 199.20 feet to Lot 49 on said Map;

RUNNING thence along same and Lot 57 South 19 degrees 02' 50" West 89.86 feet to Lot 45A on said map;

RUNNING thence along the same North 59 degrees 23' West 223.98 feet to Central Road;

RUNNING thence along the same North 34 degrees 55' 30" East 90 feet to the point or place of the BEGINNING.

**TM #53.16-1-14**

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, known and designated as Lots 11 and 12 on map entitled "Mahopac Falls Park" dated June 22, 1927, made by Walter K. Koch, Surveyor and filed in the office of the Clerk of Putnam County on May 25, 1929 as Map No. 116-A, bounded and described as follows:

BEGINNING on the southerly side of Long Pond Road, said point being the division line between Lots 13 and 12 of said map,

RUNNING THENCE North 24 degrees 44 minutes 50 seconds East 167.31 feet;

THENCE South 60 degrees 11 minutes 30 seconds East, 192 feet;

THENCE South 32 degrees 45 minutes 00 seconds West 198 feet;

THENCE North 49 degrees 31 minutes 10 seconds West 127.94 feet to the point or place of BEGINNING.

Said premises known as 604 Long Pond Road, Mahopac, New York.

**TM#53.16-1-5**

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, and designated as Lot Nos. 175-174 as shown on a certain map entitled "Map of Mahopac Falls, Inc. Section No. 2" mapped and surveyed by Walter Koch, Mahopac, NY dated May 1937 and filed in the office of the County Clerk, County of Putnam on July 3, 1937, known as Map Number 116D and Lots No. 59A and 60A as shown on a certain map entitled "Amended and Revised Map of Mahopac Falls Park, Inc. Section 1" mapped and surveyed by Burgess & Hicks, Flushing, New York dated August 1939 and filed in the Office of the Clerk of the County of Putnam August 12, 1939 as Map No. 116E, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Hillside Drive and the westerly side of Clearview Road;

RUNNING THENCE along the westerly side of Clearview Road, the following courses and distances:

South 25 degrees 03' 10" West, 184.49 feet;

South 66 degrees 36' 00" West, 15.04 feet;

South 66 degrees 38' 00" West, 193.53 feet;

South 59 degrees 25' 00" West, 112.36 feet to the dividing line between Lots Nos. 175 and 176 on said filed Map No. 116D;

THENCE North 31 degrees 08' 10" West along said dividing line, 148.24 feet to a point;

THENCE North 59 degrees 32' 40" East to a stone wall on the dividing line between Lot No. 174 on Filed Map No. 116D and Lot No. 58 on said Filed Map No. 116E;

THENCE along said dividing line, the following courses and distances:



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*Phyllis Bourges, Deputy Town Clerk*

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South 75 degrees 44' 04" East,  
33.44 feet;

South 63 degrees 14' 20" East  
15.41 feet to the dividing line be-  
tween Lots Nos. 58 and 59A on  
said Filed Map 116E;

THENCE North 26 degrees 14'  
00" East along said dividing line,  
189.71 feet to the southerly side of  
Hillside Drive;

THENCE South 65 degrees 22'  
50" East along the southerly side  
of Hillside Drive, 167.00 feet to the  
point or place of BEGINNING.

### TM#53.20-1-37

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, known and des-  
ignated as Lot Nos. 171, 170, 169,  
168, 167, 166 and the westerly  
half of Lot No. 165 as shown on a  
certain map entitled "Map of Ma-  
hopac Falls Park, Inc." Section No.  
2 Mapped and surveyed by Walter  
Koch, Mahopac, NY dated May  
1937 as Map No. 116D.

### TM#53.16-1-26

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, shown on a cer-  
tain map dated June 22, 1927 made  
by Walter K. Koch, Surveyor, and  
filed in the Office of the County  
Clerk of Putnam County on the  
25th day of March, 1929 as Map  
116-E, the lots being 86, 87 and  
88A on said map.

### TM#53.16-1-27

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, shown on a cer-  
tain map dated June 22, 1927 made  
by Walter K. Koch, Surveyor, and  
filed in the Office of the County  
Clerk of Putnam County on May  
25, 1929 as Map No. 116a, the lot  
conveyed hereby being Lot No.  
85 on said map; together with and  
subject to all covenants, easements,  
reservations rules and regulations  
of the Long Pond Association, and  
restrictions of record pertaining to  
the said premises.

### TM# 53.16-1-28

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, known and des-  
ignated as Lot No. 84 on a certain  
map entitled "Mahopac Falls Park,  
Inc., Section 1" dated August 8,  
1939, made by Burgess and Hicks,  
Surveyors and filed in the Putnam  
County Clerk's Office on August  
12, 1939 as Map No. 116E, bound-  
ed and described as follows:

BEGINNING at a point on the  
easterly side of Birch Lane at the  
division line between Lots 84 and  
85 on said map; running thence  
along said division line N 59 de-  
grees 33' 10" East 242.14 feet to  
Lot 3 on said map; running thence  
along same and Lot 4, south 12 de-  
grees 53' 00" East 148.91 feet and  
South 8 degrees 51' 10" East 1.09  
feet to Lot 83 on said map; running  
thence along the same south 72 de-  
grees 50' 50" West 189.99 feet to  
Birch Lane; running thence along  
the same, North 37 degrees 16' 50"  
West 100.01 feet to the point and  
place of beginning.

### TM#53.16-1-15

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, being designat-  
ed as Lot No. 47 on a certain map  
made by Walter K. Koch, Surveyor  
filed 5/25/1929 in the Office of the  
Putnam County Clerk as Filed Map  
No. 116-A.

TOGETHER with rights of in-  
gress and egress over the various  
private roadways as shown on  
Filed Map NO. 116-A to the near-  
est public highway.

### TM #53.16-1-24

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 shown on a  
certain map entitled "Map of Ma-  
hopac Falls Park, Inc. Section No.  
1" dated August 8, 1939 as Map  
No. 116-E designated as Lots 48,  
49 and 50 of the Town of Carmel.

### TM #53.16-1-25

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 shown on a  
certain map entitled "Map of Ma-  
hopac Falls Park, Inc. Section No.  
1" dated August 8, 1939 and filed  
in the office of the Clerk of Putnam  
County on August 12, 1939 as Map  
No. 116-E designated as Lots No  
89A and 90A.

### TM# 53.16-1-1 & 53.20-1-40

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, Putnam County shown  
on a certain map entitled "Map of  
Mahopac Falls Park, Inc. Section  
No. 2", dated May 29, 1937 and  
filed in the Office of the Clerk of  
Putnam County on July 3, 1937 as  
Map No. 116D, designated as Lot  
Nos. 161 and 162 on said map; also

ALL that certain plot, piece or  
parcel of land, with the buildings  
and improvements thereon erect-  
ed, situate, lying and being in the  
Town of Carmel, Putnam County  
on a certain map entitled "Map of  
Mahopac Falls Park, Inc. Section  
No. 1", dated August 8, 1939 and  
filed in the Office of the Clerk of  
Putnam County on August 12,  
1939 as Map No. 116E, designated  
as Lot No. 63 on said map.

### TM#53.16-1-47

ALL that certain plot, piece or  
parcel of land, with the buildings  
and improvements thereon erect-  
ed, situate, lying and being in the  
Town of Carmel, County of Put-  
nam and State of New York shown  
and designated as Lot Nos. 64 and  
76 on a certain map entitled "Map  
of Mahopac Falls Park, Inc. Sec-  
tion No. 1" dated August 8, 1939  
and filed in the Putnam County  
Clerk's office on August 12, 1939  
as Map No. 116E which said lots  
are more particularly bounded and  
described as follows:

BEGINNING at a point marked  
by a pin set in the southerly side of

East 169.42 feet and South 66  $\square$  15'  
00" East 138.55 feet to the North-  
westerly side of Central Road;  
thence along same, South 44  $\square$  39'  
30" West 174.26 feet to the divi-  
sion line between premises being  
described and land now or former-  
ly of O'Mara; thence along said di-  
vision line and along the center line  
of a stone wall the following cours-  
es and distances: North 74 degrees  
51' 30" West, 35.49 feet; North 60  
degrees 29' 50" West 50.45 feet,  
South 35 degrees 41' 50" West  
150.00 feet; North 54 degrees 18'  
10" west 89.41 feet; and North 37  
degrees 03' 50" West 181.44 feet  
to the division line between prem-  
ises being described and land now  
or formerly of Koch; thence along  
said division line, North 44 degrees  
27' 20" East 26.43 Feet; and North  
72 degrees 05' 20" East 2.27 feet  
to the southeasterly side of Pleas-  
ant Road; thence along same North  
51 degrees 25' 30" East 232.36 to  
the point or place of BEGINNING.

### TM 53.15-1-34

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, known and  
designated as plots numbered 29a  
and 30 on a certain map entitled  
"Amended and Revised Map of  
Section 1, Mahopac Falls Park,  
Inc." filed in the Putnam County  
Clerk's Office as Map No. 116-E.

### TM 53.15-1-35

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, as shown on a  
certain map dated June 22, 1927  
made by Walter K. Koch, Survey-  
ors, and filed in the Office of the  
County Clerk of Putnam County on  
the 25th day of May, 1929 as Map  
No. 116-A the lot conveyed herein  
being lot No. 28 on said map. Also  
that part of plot number 29 on Map  
116-A of Mahopac Falls Park, Inc.  
described as follows:

BEGINNING with the easterly  
end of plot Numbered 28 easterly  
along Hillside Drive 2 feet

THENCE parallel to the easterly  
side of Plot Numbered 28 south-  
erly 194 feet more or less to a stone  
wall;

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THENCE westerly 20 feet to the boundary of Plot No. 28 and northerly along said boundary to the point and place of beginning. Said premises also described as follows:

BEGINNING at a point on the southerly side of Hillside Drive at the division line between Lots 27 and 28 on said map;

RUNNING THENCE along Hillside Drive South 32 degrees 29' 40" East 40.15 feet and South 52 degrees 47' 10" East 79.89 feet;

RUNNING THENCE South 41 degrees 01' 30" West 192.15 feet to lands now or formerly of Koch;

RUNNING THENCE along the same and a stone wall North 48 degrees 50' 40" West 127.00 feet to said first mentioned division line;

RUNNING THENCE along the same North 48 degrees 34' East 198.14 feet to the point or place of BEGINNING.

### TM 53.15-1-36

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, known and designated as Lots Nos. 26 and 27 on map entitled "Map of Mahopac Falls, Inc. Section NO. 1" dated August 8, 1939 and filed in the Office of the Clerk of Putnam County on August 12, 1939 as Map No. 116-E.

### TM 53.16-1-2

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, shown on a certain map dated June 22, 1927 made by Walter K. Koch, Surveyor, and filed in the Office of the Clerk of the County of Putnam on the 25th day of May 1929 as Map No. 116-A, the lot conveyed herein being Lot Number 62 on said map.

### TM 53.16-1-3

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, shown and designated as Lot No. 61 on a certain map entitled "Proposed Subdivision of Property Belonging to Towbin and Roth" filed in the Putnam County Clerk's Office on May 5, 1929 as Filed Map No. 116A, being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Hillside Drive said point being the intersection with the boundary of Lot 61 and 62 on the above mentioned map;

Running thence along said boundary South 24 degrees 38' 00" West 199.04 feet to a point on the boundary with lands now or formerly Mahopac Falls Park, Inc. Section 2;

Running thence along the southerly boundary of the herein described premises with the northerly boundary of lands now or formerly Mahopac Falls Park, Inc., Section 2, North 71 degrees 25' 50" West 14.08 feet and North 63 degrees 14' 20" West 87.50 feet to a point on the easterly side of Clearview Road;

Running thence along same North 25 degrees 3' 10" East 197.26 feet to a point on the southerly side of Hillside Drive;

Running thence along the southerly side of Hillside Drive South 65 degrees 22' 50" East 100.00 feet to the point of place of BEGINNING.

### TM 53.16-1-6

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, designated as Lot No. 58 on a Proposed Subdivision of Property belonging to Towbin and Roth, dated June 22, 1927, made by Walter Koch surveyor and filed in the office of the Clerk of Putnam County on May 25, 1929 as Map No. 116A, bounded and described as follows:

BEGINNING at a point on the southerly side of Hillside Drive distant 55.38 feet east of the corner formed by the intersection of the southerly side of Hillside Drive and the easterly side of Central Road;

Thence along the southerly side of Hillside Drive the following two courses: South 66 degrees 15' East 75.21 feet and South 65 degrees 22' 50" East 24.79 feet;

Thence South 26 degrees 14' West 189.71 feet; thence North 63 degrees 14' 20" West 15.41 feet; thence North 75 degrees 44' 10" West 33.44 feet; thence North 44 degrees 51' 10" West 110.00 feet; thence North 44 degrees 39' 30" East 165.37 feet to the point of BEGINNING.

### TM 53.16-1-17

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, known as Plot Nos. 44 and 45 on a map of lands of Mahopac Falls Park, filed in the Putnam County Clerk's Office under File No. 116A.

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, and designated as Lot Nos. 44A and 45A as shown on a map of entitled "Amended and Revised Map of Section No. 1, Mahopac Falls Park, Inc.", situate in the Town of Carmel, Putnam County, New York dated August 8, 1939 and filed in the Office of the Putnam

County Clerk as Map No. 116E.

### TM 53.16-1-18

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, being known as Lot no. 57 as shown on a certain map entitled "Proposed Subdivision of Property belonging to Towbin and Roth, situate in the Town of Carmel, Putnam County, N.Y." made by Walter W. Koch, Surveyor, dated June 22, 1927 and filed in the Putnam County Clerk's Office on May 25, 1929 as Map No. 116-A, said premises being bounded and described as follows:

BEGINNING at a point on the northerly side of Hillside Drive which point is the division line between Lot No. 56 and 57;

RUNNING THENCE along the northerly side of Hillside Drive North 65 degrees 22' 50" West 125.00 feet to the westerly line of Lot No. 57;

THENCE RUNNING along the westerly line of Lot No. 57 North 39 degrees 51' 30" East 149.69 feet and North 19 degrees 02' 50" East 46.44 feet to the northerly line of Lot No. 57;

THENCE RUNNING along the northerly line of Lot No. 57, South 68 degrees 49' 10" East 89.71 feet to the easterly line of Lot No. 57;

THENCE RUNNING along the easterly line of Lot No. 57, South 24 degrees 26' 20" West 196.03 feet to the northerly side of Hillside Drive and the point or place of BEGINNING.

### TM 53.16-1-19

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, shown and designated as Lot No. 56 on a certain map entitled, "Amended and Revised Map of Section No. 1 Mahopac Falls Park, Inc. Town of Carmel, Putnam County New York" made by Roy A. Burgess and Alfred J. Hicks, Surveyors, dated August 8, 1939 and filed in the Office of the Clerk of Putnam County on August 12, 1939 as Map No. 116-E.

Said premises being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of HILLSIDE DRIVE where the same is intersected by the boundary line between LOT 56 and LOT 57 as shown on said map;

RUNNING thence along the last mentioned boundary line.

North 24 degrees 26' 20" East 196.03 feet to the boundary line between LOT 50 and LOT 56 as shown on said map;

RUNNING thence along the last mentioned boundary line,

South 66 degrees 49' 10" East 89.70 feet (per survey) 89.71 (filed map) to the boundary line between LOT 55 and LOT 56 as shown on said map;

RUNNING thence along the last mentioned boundary line,

South 15 degrees 16' 10" West 201.40 feet (per survey) 201.41 (filed map) to the northerly side of HILLSIDE DRIVE;

RUNNING thence along the northerly side of HILLSIDE DRIVE, the following courses and distances:

South 79 degrees 23' 10" West 12.48 feet;

North 61 degrees 54' 30" West 75.32 feet (per survey) 75.33 (filed map)

North 65 degrees 22' 50" West 36.29 feet to the point or place of BEGINNING.

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#### TM 53.16-1-20

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 being known and designated as Lots No. 51 and 52 on a certain map entitled "Proposed Subdivision of Property Belonging to Towbin and Roth" made by Walter K. Koch, L.S. dated June 22, 1927 and filed in the Putnam County Clerk's Office on May 25, 1929 as Map No. 116-A.

#### TM 53.16-1-21

##### PARCEL I

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 shown on a certain map dated June 22, 1927 made by Walker K. Koch, Surveyor and filed in the Office of the County Clerk of Putnam County on the 25th day of May, 1929 as Map No. 116-A, the Lot conveyed being Lot number fifty-four (54) on said map.

##### PARCEL II

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 as shown on a

certain map entitled "MAHOPAC FALLS PARK, INC.," Section No. 1 dated August 8, 1939 and filed in the Office of the Clerk of Putnam County on August 12, 1939 as Map No. 116E designated as Lot 65.

#### TM 53.16-1-22

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 shown and designated as Plot No. 53 on a certain map entitled "Map of Lots of Mahopac Falls Park", Town of Carmel, Putnam County, New York and filed in the Putnam County Clerk's Office on May 25, 1929 as Map No. 116-A.

#### TM 53.16-1-29

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 being known and designated as Lot No. 83 as shown on a certain map entitled "Amended and Revised Map of Section I, Mahopac Falls Park, Inc.," filed in the Putnam County Clerk's Office on August 12, 1939 as Map No. 116A.

#### TM 53.16-1-30

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 shown and designated as Lot No. 5 on a certain map entitled "Map of Mahopac Park", dated June 22, 1927 made by Walter E. Koch, Surveyor and filed in the Office of the Clerk of Putnam County on May 25, 1929 as Map No. 116-A being more particularly bounded and described as follows:

BEGINNING at a point where the west side of Wixon Pond Road intersects the North side of Hillside Drive, and;

RUNNING THENCE from said point of beginning at all times along the north side of Hillside Drive South 78 degrees 11' 20" West 195.54 feet to a pin;

THENCE leaving said Hillside Drive and running North 08 degrees 51' 10" West 97.50 feet to a point in the south bounds of Lot No. 4 as shown on said, "Map of Mahopac Park";

THENCE along the southerly line of said Lot No. 4 North 74 degrees 11' 30" East 201.82 feet to cut in a rock on the westerly side of Wixon Pond Road;

THENCE along the west side of Wixon Pond Road, South 11 degrees 35' 50" East 6.05 feet to point;

THENCE South 05 degrees 54' 20" East 105.95 feet to the point and place of BEGINNING.

#### TM 53.16-1-48

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 shown on a certain map entitled "Map of Mahopac Falls Park, Inc., Section No. 1" dated August 8, 1939 and filed in the Office of the Clerk of Putnam County on August 12, 1939 as Map No. 116E, designated as Lots No. 74A and 75.

#### TM 53.16-1-49

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 as Lot Number 73 and part of Lot Number 74 on a certain map dated June 22, 1927, made by Walter K. Koch, Surveyor, and filed in the Office of the Clerk of Putnam County on May 25, 1929 as Map No. 116A being bounded and described as follows:

BEGINNING at a point on the northerly side of Highland Road where same is intersected by the division line between Lots 72 and 73 on the aforesaid map;

RUNNING THENCE along the northerly side of Highland Road North 68 degrees 19' 10" West 100.00 feet to a point at the division line between Lots 73 and 74 as shown on the aforesaid map and thence continuing North 68 degrees 19' 10" West 9.00 feet to a point;

RUNNING THENCE through said Lot 74 North 3 degrees 42' 10" East 205.96 feet to a point along the division line between Lots 74 and 67 as shown on the aforesaid map;

RUNNING THENCE also same South 74 degrees 38' 30" East 20.00 feet to a point along the division line between Lots 73 and 74 as shown on the aforesaid map and thence continuing along the division line between Lots 73, 67 and 68 South 68 degrees 18' 10" East 125.00 feet to a point along the division line between Lots 72 and 73 as shown on the aforesaid map.

RUNNING THENCE along same South 13 degrees 43' 20" West 200.00 feet to the point or place of BEGINNING.

#### TM 53.16-1-50

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 known and designated as Lot No. 72 and Lot 71B (formerly part of plot no. 71) on a certain map entitled "Proposed Subdivision of Property Belonging to Towbin and Roth, situate in the Town of Carmel, Putnam County, New York", dated June 22, 1927, made by Walter K. Koch, Surveyor, and filed in the Office of the Clerk of Putnam County May 25, 1929 as Map No. 116-A as revised by Filed Map No. 116-E, being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Highland Road where the same is intersected by the dividing line between Lots 72 and 73;

RUNNING THENCE along said dividing line North 13 degrees 43' 20" East 200.00 feet to the division line between Lots 72 and 68;

RUNNING THENCE along said dividing line South 83 degrees 0' 10" East 125.00 feet to the division line between Lots 71 B and 69;

RUNNING THENCE along said dividing line North 65 degrees 3' 00" East 34.98 feet to the dividing line between Lots 71B and 71A;

RUNNING THENCE along said dividing line South 19 degrees 5' 00" West 248.80 feet to the northerly side of Highland Road;

RUNNING THENCE along the northerly side of Highland Road North 72 degrees 48' 40" West 6.29 feet and North 71 degrees 0' 40" West 118.71 feet to the point place of BEGINNING.

#### TM 53.16-1-51

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 known and designated as Plot No. 71A, a certain map entitled "Amend and Revised Map of Section No. 1 at Mahopac Falls Park, Inc., dated August 8, 1939 and filed in the Putnam County Clerk's Office August 12, 1939 as Map No. 116E

#### TM 53.16-1-52

##### PARCEL I

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, shown on a certain map dated August 1939, made by Roy A. Burgess, Alfred J. Hicks, surveyors and filed in the Office of the County Clerk of Putnam County, on the 12th

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of August 1939, as Map No. 116-E the lot conveyed herein being lot number seventy (70) on said map.

## PARCEL II

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, shown and designated as a portion of Lot 101 on a certain map entitled "Mahopac Falls Park" Map No. 116D, begin more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Highland Road where same is intersected by the dividing line between Lot # 70 as shown on Filed Map No. 116E and Lot 101 as shown on Filed Map No. 116D;

RUNNING THENCE along the last mentioned dividing line North 47 degrees 17 minutes 30 seconds east a distance of 80.45 feet;

RUNNING THENCE through Lot No. 101 south 31 degrees 59 minutes 30 seconds east 102.20 feet to the northerly side of Highland Road;

RUNNING THENCE along the northerly side of Highland Road North 75 degrees 9 minutes 50 seconds west a distance of 120.00 feet to the point or place of BEGINNING.

## TM# 53.20-1-22, 53.20-1-28 & 53.16-1-40

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, which is shown and described, in part, as Lot numbers 101 & 102 on that certain map entitled "Map of Mahopac Falls Park, Inc. Section -2-" which was filed in the Putnam County Clerk's Office on 27 September 1929 as map number 116-D and, in part, other lands on said filed map 116-D which together are more particularly bounded and described as follows:

## PARCELA

BEGINNING at a point which is the intersection of the southerly boundary line of Highland Road with the westerly boundary line of Wixon Pond Road as shown on said filed map 116-D and which said point occupies the following coordinate position of the New York State Coordinate System NAD 83/92 East Zone:

NORTH 937,914.03 feet  
EAST 700,894.16 feet

Note that the bearings, distances and areas used herein are referred to said NAD 93/82 datum. Users of this information should divide said distances by a scale factor of 0.99992000 in order to obtain level ground feet and divide said areas by 0.99992000 squared to obtain level ground areas.

THENCE FROM the point of said beginning southerly along the westerly boundary line of Wixon Pond Road

S 13 degrees 03' 58" W 60.98 feet and  
S 04 degrees 28' 32" E 28.10 feet

to a point marked by a 5/8" iron in set at the intersection of said road boundary with the northwesterly boundary line of lands now or formerly belonging to Schere; thence southwesterly and southeasterly along the mean center line of a stone wall which marks the lands of Schere the following courses:

S 32 degrees 27' 15" W 15.29 feet  
S 24 degrees 29' 24" W 11.84 feet  
S 29 degrees 30' 42" W 38.35 feet  
S 26 degrees 43' 40" W 57.94 feet  
S 30 degrees 09' 59" W 63.16 feet  
S 24 degrees 01' 44" W 28.67 feet  
S 08 degrees 52' 26" W 17.14 feet

S 15 degrees 33' 10" E 26.91 feet  
S 47 degrees 06' 26" E 45.73 feet  
S 50 degrees 53' 03" E 50.09 feet  
S 48 degrees 47' 44" E 31.14 feet  
to an X-cut set at an intersection of stone walls on the northwesterly boundary line of said lands now or formerly belonging to Schere; thence southwesterly along the northwesterly boundary line of said Schere the following courses:

S 32 degrees 17' 47" W 23.57 feet and  
S 30 degrees 42' 29" W 72.69 feet

to the northerly corner of lands now or formerly belonging to Hayden; thence continuing southwesterly along the northwesterly boundary line of Hayden, mostly along the mean center line of stone walls, the following courses:

S 34 degrees 16' 31" W 41.25 feet  
S 34 degrees 08' 37" W 89.92 feet  
S 33 degrees 43' 41" W 78.81 feet  
S 34 degrees 04' 01" W 56.34 feet  
S 29 degrees 51' 36" W 19.33 feet  
S 33 degrees 16' 33" W 52.52 feet and  
S 33 degrees 36' 46" W 50.19 feet

to an X-cut set at the corner of stone walls marking the southwesterly corner of said lands of Hayden and the northeasterly boundary line of lands now or formerly belonging to Agor; thence northwesterly along said lands of Agor, in part along the mean center line of a stone wall the following courses:

N 36 degrees 52' 15" W 54.66 feet and  
N 52 degrees 52' 04" W 41.91

to the southeasterly corner of lands now or formerly belonging to Peterfreund; thence northwesterly along said lands of Peterfreund

N 43 degrees 22' 01" W 828.53 feet

to an X-cut set on the southerly boundary line of Lot number 77 as shown on said filed map "Amended and Revised Map of Section 1 - Mahopac Falls Park" file map number 116-E; thence easterly and northerly along Lots 77, 78, 79, 80, and 81 as shown on said filed map number 116-E, near the line of a stone wall, the following courses:

S 50 degrees 15' 42" E 2.92  
S 64 degrees 20' 12" E 30.80 feet  
S 87 degrees 41' 32" E 30.76 feet  
S 77 degrees 47' 32" E 39.77 feet  
S 84 degrees 18' 48" E 282.45 feet  
to an X-cut set  
S 55 degrees 53' 08" E 64.08 feet  
to 5/8" iron pin set and  
S 08 degrees 30' 22" W 174.90 feet

to a point on the southerly boundary line of Highland Road as shown on said filed map 116-E which said point is 0.1 ft north and 0.1 ft west of an iron pin found thence easterly along the said southerly boundary line of Highland Road the following distances:  
S 86 degrees 05' 05" E 197.26 feet  
S 88 degrees 27' 02" E 163.48 feet  
S 65 degrees 49' 02" E 141.02 feet to a point or place of beginning, containing 9.24 level ground acres and 9.24 NAD 83/92 grid acres.

## PARCEL B

BEGINNING at a point which is the intersection of the northerly boundary line of Highland Road with the westerly boundary line of Wixon Pond Road as shown on said filed map 116-D and which said point is located N 13 degrees 03' 58" E 33.63 feet from the point of beginning of the above described Parcel -1- which point occupies the following coordinate position of the New York State Coordinate System, NAD 83/92 East Zone:

NORTH 937,914.03 feet  
EAST 700,894.16 feet

Note that the bearings, distances and areas used herein are referred to said NAD 83/92 datum. Users of this information should divide said distances by a scale factor of 0.99992000 in order to obtain level ground feet and divide said areas by 0.99992000 squared to obtain level ground areas.

THENCE from the said point of beginning westerly along the northerly boundary line of said Highland Road the following courses:

N 65 degrees 49' 02" W 141.14 feet and  
N 88 degrees 27' 02" W 29.10 feet

to a point which is 0.3 ft north and 0/2 ft east of an iron pin found near the southeasterly corner of lands now or formerly belonging to Honigsberg; thence northwesterly along said lands of Honigsberg

N 45 degrees 16' 42" W 102.20 feet

to an iron pin found marking the most southerly corner of Lot 10 as shown on said filed map number 116-E; thence northeasterly along the division line between said Lot 10 and Lot 101 of filed map number 116-D

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N 49 degrees 50' 28" E 200.00 feet.

to a point on the westerly boundary line of Wixon Pond Road which is 0.9ft north and 0.4ft east of an iron pin found; thence southerly along the said westerly boundary line of Wixon Pond Road the following courses:

S 35 degrees 28' 42" E 118.32 feet

S 18 degrees 23' 42" E 60.19 feet

S 00 degrees 57' 58" W 67.64 feet and

S 13 degrees 03' 58" W 39.43 feet

to the point or place of beginning, containing 0.79 level ground acres and 0.79 NAD 83/92 grid acres.

### TM# 53.20-1-24

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, known and designated as parcel 2 on a certain map dated August 20, 1947 and revised October 22, 1947 and filed in the Office of the Clerk of the County of Putnam on October 30, 1947 as Map No. 390, entitled "Map of Mahopac Woodland, Inc., Parcel 1, 2, 3, and 4 Amending Section 2, Mahopac Falls Park, Inc." and filed in the July 3, 1937 as Map No. A3-

20 (116D).

Said parcel 2 being more particularly bounded and described as follows:

BEGINNING at a point said point being the northeasterly most corner of the parcel being described herein and the northwesterly most corner of parcel 3 on filed map #390 being land now or formerly of Peterfreund (Liber 1153 cp 318)

RUNNING thence from said point of beginning marked by an iron pin along said Peterfreund's lands the following courses and distances:

South 23 degrees 20' 50" East 85.57 feet

South 21 degrees 17' 44" East 863.49 feet to lands now or formerly Agor and Aydelott (Liber 137 7cp 74) abutting on South

RUNNING thence along said Agor and Aydelott South 60 degrees 43' 00" West 220.00 feet to lands now or formerly of Maffetone (Liber 875 cp 150) abutting on the West

RUNNING thence along said Maffetone North 24 degrees 39' 03" west 972.05 feet to a point;

RUNNING thence along the southerly line of Lot #156 on filed map #116D, North 60 degrees 07' 30" East 94.66 feet;

Running thence along the southerly line of lot 157 & 158 on said map 116D North 70 degrees 16' 40" East 178.36 feet to the point and place of BEGINNING.

### TM# 53.20-1-26

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, and designated as Parcel I on a certain map dated August 20, 1947, revised October 22, 1947 and filed in the Putnam County Clerk's office on October 30, 1947 as Map No. 390, entitled "Mahopac Woodland, Inc., Parcels 1, 2, 3 and 4 amending Section 2, Mahopac Falls Park, Inc. Map filed July 3, 1937 No A3-20(116D)." EXCEPT so much of the aforesaid described parcel as constitutes Lots 151, 128, 127 and 117 on a certain map entitled "Map of Mahopac Falls park, Inc., Section 2" filed in the office of the County Clerk of Putnam County as Map No. 116D on July 3, 1937

AND FURTHER EXCEPTING THE FOLLOWING PARCEL:

Beginning at the northwest corner of Parcel 2 as shown on said Map 116D; RUNNING THENCE along said Lot South 24 degrees 39' 03" East 80.78 feet; RUNNING THENCE South 85 degrees 31' 30" West 110.88 feet and North 15 degrees 58' 10" West 33.88 feet to the northerly line of Lot 1 on said Map 116D; RUNNING THENCE along the same North 60 degrees 07' 30" East 99.37 feet to the point and place of BEGINNING.

### TM# 53.20-1-29

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, described as follows:

BEGINNING at the most southerly point of the premises herein described, said point being also the northeasterly corner of Lot 140 as shown on Map of Mahopac Falls, Inc. Made by Walter K. Koch, Surveyor, filed in the Register's Office of Putnam County as Map 116-D, said point being located by a line running North 22 degrees 53' 50" West 225.09 feet from a monument at the intersection of the northerly line of Crestwood Drive with the northerly line of Midland Road; running thence along the northerly line of Lot 140 aforesaid North 82 degrees 24' West 47.3 feet; thence North 1 degrees 57' 30" East 229.73 feet to the southerly of Highland Road as indicated on the ground by stakes set by the said Walter K. Koch, Surveyor; thence along the southerly line of said Highland Road South 71 degrees 7' 40" East 120 feet; thence South 4 degrees 46' 50" West 174.91 feet to the northerly line of Lot 139 on filed Map 116-D aforementioned; thence along the northerly line of said Lot 139 South 69 degrees 10' 20" West 64 feet to the point or place of Beginning.

### TM# 53.20-1-30

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Putnam Town of Carmel, and shown on a certain map entitled "Map of Mahopac Falls Park, Inc. Section No. 1" dated August 8, 1939 and filed in the Office of the Clerk of Putnam County on August 12, 1939 as Map No. 116E, designated as Lot No. 80 and Part of 79, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Highland Road, where the same is intersected by the division line between Lots Nos. 80 and 81 as shown on Map No. 116E;

THENCE RUNNING along said division line South 1 degree 8 minutes 40 seconds West 229.73 feet to a point on the northerly line of lands now or formerly of the County of Putnam

THENCE RUNNING along said lands and the remains of a stone wall, North 82 degrees 24 minutes West 150.57 feet;

THENCE RUNNING through Lot No. 79 on Map No. 116E, North 2 degrees 55 minutes 10 seconds East to the southerly side of Highland Road;

THENCE RUNNING along the southerly side of Highland Road the following courses and distances;

South 88 degrees 06 minutes 30 seconds East 46.35 feet  
South 68 degrees 19 minutes 10 seconds East 105.55 feet to the point or place of BEGINNING.

### TM# 53.20-1-31

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, being a portion of lots 78 and 79 on certain "Map of Mahopac Falls Park, Inc., Section No. 1", on file in the Office of the Putnam County Clerk as Map No. 116E and being more particularly described as follows:

Beginning at a point in southerly bounds of Highland Road, said point at the intersection formed by the dividing line between lots 77 and 78 and the side southerly bounds of Highland Road, said point being in the northeasterly corner of lands now or formerly of Lombardo (Liber 1148 page 150) and is bearing along a line of South 88 degrees 06' 30" East 115.00 feet to the northwest corner of land now or formerly of Fanelli (Liber 1482 page 453) running thence with the westerly bounds of said Fanelli through Lot No. 79 of the aforementioned Filed Map 116E, South 02 degrees 55' 10" West 250.5 feet to a point in the northerly bounds of lands now or formerly of the City of New York (Liber 158 page 359), running thence, with same, North 82 degrees 23' 47" West 84.47 feet, North 64 degree 30' 20" West 39.77 feet and North 74 degrees 18' 40" West 7.96 feet to the southeast corner of the aforementioned lands of Lombardo running thence through Lot No. 78 and with the easterly bounds of said Lombardo, North 06 degree 29' 10" East 142.59 feet North 1 degrees 27' 50" West 9.00 feet and North 17 degrees 14' 40" West 78.00 feet to the point and place of BEGINNING.

### TM# 53.20-1-32

ALL that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, known and designated as Lot Number 77 and a portion of Lot 78 on a certain

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on August 12, 1939, as Map No. 116E, bounded and described as follows:

BEGINNING at a point, being the intersection of the southwesterly side of Long Pond Road and the southeasterly side of Pleasant Road;

THENCE along Long Pond Road, South 60 degrees, 32' 30" East 75.78 feet to the westerly side of Lot 12 on said map;

THENCE along said Lot 12, south 24 degrees 44' 50" west 167.31 feet and South 50 degrees 04' East 42.00 feet to the westerly side of Lot 41 on said map;

THENCE along said Lot 41, south 38 degrees 20' 50" West 127.08 feet and South 50 degrees 22' 20" East 142.12 feet to Central Road;

THENCE along Central Road South 19 degrees 21' 30" West 145.43 feet to Pump House Site on said map;

THENCE along same North 50 degrees 26' 10" West 107.80 feet and South 39 degrees 33' 50" West 149.75 feet to the northerly line of Lot 36A on said map;

THENCE through Lot 38A, North 27 degrees 35' 40" West 124.11 feet and South 47 degrees 26' 40" West 20.00 feet to a point on the division line between Lots 38A and 37A;

THENCE through said lot 37A, North 52 degrees 39' 25" West 94.25 feet to Pleasant Road;

THENCE along Pleasant Road, North 47 degrees 26' 40" East 76.39 feet

North 36 degrees 12' 30" East 314.45 feet and North 29 degrees 03' 30" East 150.39 feet to the point or place of BEGINNING.

### TM# 53.15-1-15

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 known and designated as Lots No. 14 and 15 on a certain map entitled "Amended and Revised Map of Section No. 1 Mahopac Falls Park, Inc." filed in the Putnam County Clerk's Office on August 12, 1939, as Map No. 116E.

Said premises being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the southerly line of

Long Pond Road and the Westerly line of Pleasant Road;

RUNNING THENCE along said westerly line of Pleasant Road South 29 degrees 03 minutes 50 seconds West 148.56 feet to a point on the dividing line between lots 14 and 16 as shown on the aforesaid filed map;

RUNNING THENCE along same North 44 degrees 06 minutes 00 seconds West 10.36 feet to a point still on the dividing line between lots 14 and 16;

RUNNING THENCE along same and along the dividing line between Lots 15 and 16 North 80 degrees 42 minutes 40 seconds West 190.91 feet to a point on the easterly line of land now or formerly of Reiter;

RUNNING THENCE along same North 35 degrees 57 minutes 30 seconds East 183.56 feet and North 30 degrees 38 minutes 10 seconds East 14.52 feet to a point on the lands now or formerly of Long Pond Road;

RUNNING THENCE along same the following courses and distance: South 63 degrees 55 minutes 10 seconds East 74.89 feet; South 70 degrees 02 minutes 20 seconds East 61.46 feet; South 60 degrees 32 minutes 30 seconds East 31.65 feet to the point or place of BEGINNING.

### TM# 53.16-1-11

ALL that certain plot, piece or parcel of land, on a certain map entitled "Map of Mahopac Falls Park, Inc. Section No. 1" filed in the Office of the Putnam County Clerk on August 12, 1939, as Map No. 116E designated as pump-house site, and more particularly bounded and described as follows:

Beginning at a point in the westerly side of Central Road where the same is intersected by the Southerly side of lot 42 as shown on said map; running thence south along the westerly side of Central Road 59.34 feet to a point; running thence southwesterly along the westerly side of Central Road and of Rosemarie Lane 120 feet to the northerly line of lot 36A on said

map; running thence northwesterly 52.38 feet to the east line of 38A on said map; running thence north 39 degrees 33 minutes 50 seconds east 149.75 feet to the south line of lot 42 on said map; running thence south 50 degrees 26 minutes 10 seconds east along the south line of said lot 42, 107.80 feet to the westerly side of Central Road at the point or place of beginning.

### TM# 53.16-1-13

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 known and designated as Lot No. 41 on a certain map entitled "Amended and Revised Map of Section No. 1 Mahopac Falls Park, Inc. situate in the Town of Carmel, Putnam County New York dated August 8, 1939 and filed in the Office of the Clerk of Putnam County on August 12, 1939, as Map No. 116E.

### TM# 53.16-1-42

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 shown on a certain map entitled "Amended and Revised Map of Section No. 1 Mahopac Falls Park, Inc. situate in the Town of Carmel, Putnam County New York dated August 8, 1939 and filed in the Office of the Clerk of Putnam County on August 12, 1939, as Map No. 116E and described more particularly as follows:

BEGINNING at a point marked by an iron pin on the westerly side of Wixon Pond Road, where said road intersects the southerly side of Hillside Drive;

running thence the following courses and distances along the westerly side of Wixon Pond Road:

South 05 degrees 54' 20" East 17.27 feet to a concrete monument;  
South 42 degrees 36' 00" East 234.80 feet to an iron pin at the southeasterly corner of Lot 8B;

running thence along the northerly side of Lot 8B, South 77 degrees 06' 40" West 195.91 feet to a point on the easterly side of Lot 71A

running thence along the easterly side of Lot 71A North 21 degrees 42' 50" West 8.19 feet to an iron pin at the southeast corner of Lot 69;

running thence along the easterly side of Lot 69 the following courses and distances:

North 62 degrees 12' 00" West 52.81 feet to an iron pin;  
North 35 degrees 40' 30" West 198.52 feet to an iron pin at the southerly side of Hillside Drive;

running thence along the southerly side of Hillside Drive the following courses and distances:

South 82 degrees 02' 50" East 2.33 feet to a point; and  
North 78 degrees 11' 20" East 197.88 feet to the point or place of BEGINNING.

### TM# 53.16-1-43

#### PARCEL I

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 known and designated as Lot No. 68 on a certain map entitled "Proposed Subdivision of Property Belonging Towbin and Roth, Town of Carmel, Putnam County New York" dated June 22, 1927 made by Walter Koch, Surveyor, and filed in the County Clerk's Office on May 19, 1929 as Map No. 116A.

#### PARCEL II

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 known and designated as Lot No. 69 on a certain map entitled "Amended and Revised Map of Section No. 1 Mahopac Falls Park, Inc. situate in the Town of Carmel, Putnam County New York" dated August 8, 1939 and filed in the Office of the Clerk of Putnam County on August 12, 1939, as Map No. 116E.

### TM# 53.16-1-44

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 shown on a certain map entitled "Map of Mahopac Falls Park, Inc. Section No. 1" dated August 8, 1939 and filed in the Office of the Clerk of Putnam County on August 12, 1939, as Map No. 116E designated as Lot No. 67.

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**TM# 53.16-1-45**

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 shown on a certain map dated June 22, 1927 made by Walter K. Koch, Surveyor, and filed in Office of the County Clerk's of Putnam County on May 25, 1929 as Map No. 116A - the lot conveyed being lot number 66 on said map.

**TM# 53.16-1-46**

**PARCEL I**

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 shown on a certain map dated June 22, 1927 made by Walter K. Koch, Surveyor, and filed in Office of the County Clerk's of Putnam County on May 25, 1929 as Map No. 116A - the lot conveyed being lot number fifty-four (54) on said map.

**PARCEL II**

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 shown on a certain map entitled "Map of Mahopac Falls Park, Inc. Section No. 1" dated August 8, 1939 and filed in the Office of the Clerk of Putnam County on August 12, 1939, as Map No. 116E designated as Lot No. 65.

WHEREAS the expense of said improvements, pursuant to Town Law Section 202(2) shall be borne by local assessment upon the aforementioned lots and parcels of land especially benefitted by the improvements and the Town Board will establish a Road Improvement District to allocate the cost of said improvements among the benefitted properties; and

WHEREAS, subsequent to said improvements, it is proposed to accept said roads for dedication to the Town by the property owners;

**IT IS HEREBY ORDERED** that a Public Hearing be held on the 23rd day of September, 2014 at 7:30 PM at the Town Hall, 60 Mc Alpin Avenue, Mahopac, NY on the Petition For Formation Of Street Improvement District Pursuant to Town Highway Law Section 200 in regard to Long Pond Road Improvement District; and

**BE IT FURTHER ORDERED** that the Town Clerk shall cause a certified copy of this order to be published at least once in the official newspapers of the Town, the first publication to be not less than ten nor more than twenty days before the date of the aforementioned hearing, and shall cause a copy of this order to be posted on the sign board of the town maintained pursuant to Section 30 subdivision six of the Town Law of the State of New York, and

**BE IT FURTHER ORDERED** that the Town Engineer shall cause a copy of this order to be posted in at least five public places along the private roads referenced herein not less than ten nor more than twenty days before the date of the aforementioned hearing.

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

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