

KENNETH SCHMITT
Town Supervisor

TOWN OF CARMEL
TOWN HALL

ANN SPOFFORD
Town Clerk

SUZANNE MC DONOUGH
Town Councilwoman
Deputy Supervisor

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

KATHLEEN KRAUS
Receiver of Taxes

MICHAEL A. BARILE
Town Councilman
FRANK D. LOMBARDI
Town Councilman
ROBERT F. SCHANIL, JR.
Town Councilman

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

TOWN BOARD WORK SESSION
Wednesday, February 10, 2021 7:00pm

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

Town Board Work Session:

- Review of Town Board Minutes January 20, and February 3, 2021
 - 1. Consider Request to Amend and Adopt Town of Carmel Organizational Chart
 - 2. Michael Carnazza, Building & Codes Enforcer – Consider Request to Authorize Return of Permit Fee TM#86.14-1-17 (\$540)
 - 3. Carmel Fire Department – Consider Request to Waive All Building Permit and Inspection Fees
 - 4. Richard Franzetti, PE, Town Engineer – Consider Request to Acknowledge Emergency Repair and Services – CWD#7
 - 5. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Advertise of Bids for the Rehabilitation of Water Tanks CWD#s 2,3,8 and 14
 - 6. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Purchase and Installation of Pump – CSD#2 Hughson Road South Pump Station
 - 7. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Entry into Agreement for Installation of the Stormwater Retrofit Project (East of Hudson Watershed Corporation) TM#s 76.7-1-24, 76.7-1-23, and 76.7-1-18
 - 8. Justice Court – Consider Request for Authorizing Resolution to the Office of Court Administration Acknowledging the Court's Audit Fiscal Year Ending 12/2020 Was Conducted and Examined
- **Public Comment (Three (3) Minutes on Agenda Items Only)**
 - **Town Board Member Comments**
- Open Forum:**
- **Public Comments on New Town Related Business (Three (3) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**
 - **Town Board Member Comments -- Adjournment**

Town Supervisor & Carmel Town Board

Supervisor's Office

↓

Kenneth Schmitt, Supervisor
 Confidential Secy/Asst to TB
 Senior Office Assistant

Reception
 Receptionist/Office Asst.

Assessor Office
 Town Assessor
 Sr. Real Property Appraiser
 Real Property Appraiser
 Assessment Assistant
 P/T Real Property Appraiser

Building Department
 Building & Codes Enforcer
 Asst. Bldg. Inspector
 Fire Inspector
 Property Compliance Officer
 Senior Office Assistant
 Acct. Clerk II

Recreation Department
 Recreation Director
 Sr. Recreation Leader Sr.
 Typist/Office Asst.
 Account Clerk/Recreation
 P/T Office Help(s)
 Park Maintenance Worker(s)
 P/T Laborer

Maintenance Dept.
 Building & Grounds Maintenance Supervisor
 P/T Help

Engineering Office
 Richard Franzetti, PE
 Town Engineer

↓

Engineering Projects Coordinator
 Principal Account Clerk
 Seasonal P/T

Planning Department P/T
 Secy to Bds.
 P/T Office Help

Comptroller Dept.
 Mary Ann Maxwell,
 Comptroller

↓

Principal Account Clerk
 Sr. Account Clerk

Accounting Dept.
 Principal Account Clerk
 Assistant Payroll Clerk

Police Dept.
 Anthony Hoffmann,
 Police Chief

↓

Pol Lts.
 Detective Sergeant
 Sergeant(s)
 Detective(s)
 Police Officers
 Dispatcher(s)
 Account Clerk II
 Sr. Typist/Office Assistant

Town of Carmel Elected Officials

Receiver of Taxes
 Kathleen Kraus, Rec. of Taxes

↓

Deputy Receiver of Taxes
 Sr. Account Clerk

Town Clerk
 Ann Spofford, Town Clerk

↓

Deputy Town Clerk
 Principal Office Assistant

Highway Department
 Michael Simone, Highway Sup.

↓

Deputy Highway Superintendent
 Principal Account Clerk
 Account Clerk II
 Highway Workers

Justice Court
 Thomas Jacobellis. T.J.
 Daniel Miller, T.J.

↓

Town Court Clerk
 Clerk to Justice(s)
 Sr. Account Clerk

2/10/2021 Work Session Agenda Item #2

Michael G. Carnazza
Director of Code Enforcement


(845) 628-1500 ext. 170
Fax(845) 628-7085



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

MEMORANDUM

To: Supervisor Kenneth Schmitt
Town Board

From: Michael Carnazza, Building Inspector 

Date: January 22, 2021

Re: Return permit fee for duplicate permit for 102 Rt. 6 LLC, 102
Route 6, Mahopac, Tm# 86.14-1-7

Please be advised that a 2 building permits for generators were issued and paid for 102 Rt 6 LLC. Permits 20-1311(\$660.00) and 21-0006 (\$540.00) to install a generator, install gas, and certificate of compliance.

I request that the Town Board return the fee of \$540.00 (2nd permit fee) to:

Lawrence Light Electrical
P.O. Box 745
Mahopac, N.Y. 10541

Thank you,



Town of Carmel
Building Department

Building Permit

Date: 1/5/2021

SBL: 86.14-1-7

Permit # 21-0006

APPLICATION IS HEREBY MADE to the TOWN OF CARMEL Building Department for the issuance of a permit pursuant to the New York State Uniform, Fire Uniform Fire Prevention and Building Code, for the construction of buildings, additions or alterations, repairs, or for the removal or demolition, as herein described. The Contractor agrees to comply with all applicable laws, ordinances, or regulations governing building activities in the TOWN OF CARMEL and will also allow all inspections to enter the premises for inspections. The Contractor also understands that under no circumstances shall personal belongings or furnishings be brought into any new house or addition, without first obtaining a Certificate of Occupancy from the Building Department.

Contractor Information

Name
 Address
 Phone

Owner Information

Name 102 Rt 6 LLC
 Address 102 Rt 6
 Mahopac, NY 10541
 Phone

Address of Construction: 102 Rt 6

Project Description: 100 kw Standby Generator and Gas Installation

I am also aware of the required inspections and that I am responsible to schedule them.

 Signature

This building permit shall become void (18) months from the date of issuance and construction must be substantially commenced within 6 months of the date of issuance.

| Fee Type | Amount | Check # | Date | Amount Collected | Initials |
|---------------------------------------------|----------|---------|--------|------------------|----------|
| Certificate of Compliance Residential | \$80.00 | 7733 | 1/6/21 | | |
| Liquid Propane Gas Inspection - Residential | \$50.00 | | | | |
| Building Permits | \$410.00 | | | 540.00 | |
| Total Due: | \$540.00 | | | | |

The application of 102 Rt 6 LLC Dated 1/5/2021 is hereby APPROVED and permission GRANTED for the construction, reconstruction or alteration of a building and/or accessory structure as set forth above and on the plans approved and stamped by the Building Department.

 Signature

Carmel Fire Department, Inc.

94 Gleneida Avenue
Carmel, New York 10512
(845) 225-5100
FAX: 845-225-2252

Established 1915



January 24, 2021

Kenneth Schmitt
Supervisor
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Dear Kenny,

As you are aware the Carmel Fire Department Inc. recently received Planning Board approval to construct an addition to our present facility at 94 Gleneida Avenue, Carmel. We are asking the Town to consider waiving any and all building permit and inspection fees in conjunction with our planned building addition and renovation project. The Carmel Fire Department Inc. is hoping to break ground some time late Spring and is examining all ways to reduce the cost of the project as much as possible.

If you require further information, please contact me. I want to thank-you in advance for your continued cooperation and assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Hengel". The signature is fluid and cursive, with a large loop at the end.

Michael Hengel
Chairman
Board of Directors

2/10/2021 Work Session Agenda Item #4

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board

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

Date: January 25, 2021

Re: Emergency Repairs/Services

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

- CWD7 ~ Vineland Pump Station Well Failures

On December 25, 2020, Bee and Jay, the operator for the CWD 7 alerted the Engineering Department that due to the December 25, 2020 storm event well pumps #5 failed due to power surges. Attached is an invoice in the amount of \$17,200.99 to replace the well pump.

This invoice has been submitted to insurance for reimbursement.

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

Bee & Jay

PLUMBING & MECHANICAL

845.628.3924

Po Box 78, 719 Route 6 Mahopac, NY

beeandjay.com

EMAIL

DATE: 1/20/21

TO: Lori GLASSMAN

CO: Brown & Brown Inc.

EMAIL: L GLASSMAN @ BBLVINS . COM

FROM: TED RUGLER.

RE: Town of Cannons Req These Claims

PAGES: 3, Including Cover

COMMENTS: Please do not auto-reply to this email.

FOR TRANSMISSION PROBLEMS CALL (845) 628-3924





P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541
 p: 845.628.3924 f: 845.628.4062
 e: service@beeandjay.com

INVOICE

| DATE | INVOICE # |
|-----------|-----------|
| 1/15/2021 | 96929 |

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 7
 Engineering Dept.
 60 McAlpin Ave.
 Mahopac, NY 10541

SERVICE LOCATION:

Vineland Road Station
 Mahopac, NY

PROFESSIONAL SERVICE 57 YEARS 1964-2021

Master Plumbers Lic.#s W.C. 556 P.C. 363

| CUSTOMER # | TERMS | MECHANIC | SERVICE DATE | WORK ORDER # |
|----------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 845 628 2087 | Due Upon Receipt | EK | 1/11/2021 | 26069 |
| ITEM | QTY/HRS | DESCRIPTION | RATE | AMOUNT |
| Description | | Responded to service call of Emergency CWD# 7 Vineland Road Station well #5 burnt out and seized, pulled complete submersible pump and motor, replaced, damaged by power surges, replaced all equipment complete including drop pipe and cable, start up and returned to service. | | |
| Labor TOC Mech | 12 | 1- Mech | 175.00 | 2,100.00 |
| Labor TOC Tech | 12 | 1- Tech | 185.00 | 2,220.00 |
| Boom Truck | | Boom Truck | 1,500.00 | 1,500.00 |
| Material | | 1- Goulds 18G50 Pump | 1,738.00 | 1,738.00 |
| Material | | 1- 5hp 230v 3 phase Motor | 1,718.00 | 1,718.00 |
| Material | | 700 feet Flat Black Cable 6-3 | 4,760.00 | 4,760.00 |
| Material | | 2- M/F Check Valve | 141.80 | 141.80 |
| Material | | 14 - 1-1/4" Wire Guides | 145.00 | 145.00 |
| Material | | 680 feet 1-1/4" SCH 120 Pipe | 2,720.00 | 2,720.00 |
| Material | | 10 Rolls Tape | 60.00 | 60.00 |
| Material | | 1- 1-1/4x6 Brass Nipple | 54.19 | 54.19 |
| Material | | 2- Sets Heat Shrinks | 44.00 | 44.00 |

** Invoices not paid when due will be subjected to a finance charge of 1.5% per month

Total Due \$17,200.99

WE ACCEPT ALL MAJOR CREDIT CARDS !!

CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER _____

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

EMAIL: _____



P.O. Box 78 - 719 Route 6 - Mahopac, NY 10541

p: 845.628.3924 f: 845.628.4062

e: service@beeandjay.com

INVOICE

| DATE | INVOICE # |
|-----------|-----------|
| 1/15/2021 | 96930 |

www.BEEANDJAY.com

BILL TO:

Town of Carmel- CWD 7
 Engineering Dept.
 60 McAlpin Ave.
 Mahopac, NY 10541

SERVICE LOCATION:

Vineland Road Station
 Mahopac, NY

PROFESSIONAL SERVICE 57 YEARS 1964-2021

Master Plumbers Lic.#s W.C. 556 P.C. 363

| CUSTOMER # | TERMS | MECHANIC | SERVICE DATE | WORK ORDER # |
|----------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 845 628 2087 | Due Upon Receipt | EK | 1/12/2021 | 48846 |
| ITEM | QTY/HR | DESCRIPTION | RATE | AMOUNT |
| Description | | Responded to service call of Emergency CWD# 7 Vineland Road - Well #6 1/12/21 - Technician pulled and replaced 1.5 hp well pump #6 burnt out with boom truck Installation of new 1.5 hp Goulds pump motor and submersible cable with all related parts and fittings | | 0.00 |
| Labor TOC Mech | 8 | 1- Mech | 175.00 | 1,400.00 |
| Labor TOC Tech | 8 | 1- Tech | 185.00 | 1,480.00 |
| Boom Truck | | Boom Truck | 1,500.00 | 1,500.00 |
| Material | 1 | 7GS 15 Pump End | 1,125.00 | 1,125.00 |
| Material | 1 | 1-1/2 hp 230V 3 phase Motor | 680.00 | 680.00 |
| Material | | 420 feet 10-4 Flat Black | 1,205.40 | 1,205.40 |
| Material | | 2- Sets Heat Shrinks | 44.00 | 44.00 |
| Material | 1 | 1" Line Check | 56.40 | 56.40 |
| Material | | 6- Rolls Tape | 30.00 | 30.00 |
| Material | 1 | Torque Arrestor | 30.00 | 30.00 |
| Material | 1 | 1-1/4x1 Bushing | 18.50 | 18.50 |

** Invoices not paid when due will be subjected to a finance charge of 1.5% per month

Total Due \$7,569.30

WE ACCEPT ALL MAJOR CREDIT CARDS !!

CARD TYPE: VISA MASTERCARD AMERICAN EXPRESS DISCOVER DINER'S CLUB OTHER _____

CARDHOLDER/NAME: _____ SIGNATURE: _____

CARD# _____ EXP. DATE: _____ CID # _____

EMAIL: _____

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board

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

Date: January 28, 2021

Re: R 2019-006 New tank and rehabilitation of tanks CWD 2, 3, 8 and 14
Request to go out for Bid

As the Board is aware, the Engineering Department solicited proposals from qualified Engineering to provide prepare bid documents and specifications and construction administration for the rehabilitation of water tanks in Carmel Water Districts (CWD) 2, 3, 8,9 and 14. The Board has authorized Weston and Sampson to prepare plans and specification necessary to go out to Bid for this work.

As the Board may recall, these upgrades include:

- Rehabilitation of glass lined tanks in CWD 3 (Secor Road) and CWD 8 (Crest Road and Kings Ridge);
- Replacement of existing tanks in CWD 2 (Everett Road) and CWD 14 (Red Mills);
- Rehabilitation of steel tanks in CWD 2 (Lindy Road and Clapboard Ridge); and
- Rehabilitation of the pneumatic tank and structure in CWD 9.
- Due to the type of work and phasing, the work was separated into three contract, Glass Lined Tank Rehabilitation and New Tank Construction (C268); Steel Tank Rehabilitation (C257); and CWD #9 Building Upgrades (C269).

The following should be noted:

- **Contract No. C268:** The glass lined tank rehabilitation (CWDs 3 and 8) and tank replacement project (CWD 2 and 14) will be let out separately. The plans and specifications for C268 are currently under review with the PCDOH and will be ready to bid once approved.
- **Contract C257:** The rehabilitation of steel tanks (CWD 2) will be let out in the summer of 2021 for a fall 2021 project, assuming the cement lining project is completed. Water model of CWD #2 water distribution system has been developed but will be calibrated with hydrant flow tests this spring, when icing is no longer a concern. The intent is to submit the plans and specs to PCDOH late this spring once the water model is calibrated providing us with the necessary information to complete the design of temporary water plans.
- **Contract C269:** Project will be let out in winter 2020/2021 for work in the spring of 2021.

At this time, the Engineering Department requests authorization to let these projects out for public bid upon completion of the plans and specifications.

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board

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

Date: January 26, 2021

Re: CSD#2 Hughson Road South Pump Station Pump Failure

Inframark the operators for Carmel Sewer District #2 (CSD#2), has alerted the Engineering Department (Department) of a pump failure at the Hughson south pump station. Inframark evaluated the condition in the field, and it was deemed to be in very poor overall condition it is not operational. The pump has been rebuilt at least one time in the past. Inframark recommended replacing the pump and impeller as new as it is not financially beneficial to rebuild a pump a second time.

Inframark requested and received the following quotes (attached) for replacing this unit:

1. Koester Associates \$10,650.00
2. Edward J. Abert and Sons Inc. \$11,928.00

It should be noted that the original unit was approximately 10 years old and the life expectancy of the new equipment is approximately 6-10 years. Inframark will install the unit at a cost of \$2,720.00 (prevailing wage)

This is a potential compliance issue as with the third pump not operational there potentially be a raw wastewater overflow at this location. The Town of Carmel would be in violation of our State Pollution Discharge Elimination System (SPDES) Permit.

There are sufficient funds in budget for this work as provided in the attached

This Department requests that the Town Board authorize the purchase of the pump from Koester Associates at a cost of \$10,650.00, with installation the total cost is \$13,370.00

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

From: [Brann, Thomas](#)
To: [Franzetti, Richard](#)
Cc: [Esteves, Donna](#); [Harris, Carrie](#); [Grippio, Arthur](#); [Batz, Michael](#)
Subject: CSD 2 pump failure at Hughson South Pump Station.
Date: Friday, November 6, 2020 2:04:05 PM

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

Good afternoon Richard,

I just want to make aware do we have had a pump failure at the Hughson south pump station in CSD 2.

We remove the pump from the pump station to evaluate its condition in the field, it appears to be in very poor overall condition it is not operational.

It also appears that it has been rebuilt at least one time in the past. (See attached photos)

I'm recommending that we replace this pump and impeller as new. I believe it's not financially beneficial to try to rebuild this old pump a second time.

This pump station currently is designed to operate with three pumps. Currently we are operating on 2 pumps which should maintain compliance at all times.

This is a significantly large Motor and impeller combination and the cost could be significant. We are currently generating estimates for a new replacement.

Tom Brann





CORNELL PUMP CO
PORTLAND, OREGON, USA

MODEL 6NHTA-VM-75-4

SERIAL 95119 12.50

TB01569



Sent from my iPhone

TOWN OF CARMEL
ENGINEERING
REQUEST FOR PURCHASE OR REPAIR
District: CSD 2

Inframark, LLC
2 Renwick Street
Newburgh, NY 12550
United States

T: +1 845 228 0460
www.inframark.com

Date of Request: 1-13-21

Item requested: For Hughson S. Pump Station – Cornell Rotating Assembly

Purpose of item: Motor and impeller need to be replaced.

Estimated age of equipment to be replaced / repaired: 10 years

Estimated life expectancy of new equipment / repair: 6-10 years estimated

Labor cost for installation and/or repair: Total 16 hours prevailing rate (\$2,720.00)

| | | |
|------------|-----------------------------------|-------------------|
| Vendor #1: | Koester Associates | Cost: \$10,650.00 |
| Vendor #2: | Edward J. Albert & Son, Inc. | Cost: \$11,928.00 |
| Vendor #3: | No third quote offered by vendors | Cost: |



K O E S T E R
Excellence. Delivered!

E-Mail me at: Rich@koesterassociates.com

KOESTER ASSOCIATES, INC.

170 Kinnelon Road, Kinnelon NJ 07405

December 4, 2020

Inframark Services
Attention: Tom Brann

Re: Carmel

One(1) Cornell Vertical Dry Pit Non-Clog Pump Rotating Assembly Model 6NHTA-VM-75-4
Cast Iron construction, two port impeller, 3.0" Solids Handling, Cycloseal Mechanical Seal
Arrangement Tungsten Carbide Seal face requiring no seal water. Cast Iron Casing Wear Ring
and Stainless Steel Shaft Sleeve. Close Coupled to a new 75HP 1800RPM WPI 230/460V
Motor. To be mounted into Existing Pump Volute. Volute Gaskets Included.

Total Net Price, Freight Included\$10,650.00

Rotating Assembly 10-12 week lead-time

*Not included-Installation,
.

Very Truly Yours

Rich Canton
Sales Engineer

170 Kinnelon Road, Kinnelon, New Jersey 07405 TEL: (973) 492-0400 FAX: (973) 492-9581



EDWARD J. ALBERT & SON, INC.

"DEPENDABLE ELECTRICAL SERVICE"

20 Wilson Avenue West
EAST HANOVER, NEW JERSEY 07936
(973) 887-5990 N.J. Lic. & Permit #9797
Fax (973) 428-3269

1676

| | | | |
|----------------------------------------------------|---------------|--------------------------------------|----------------------------------|
| PROPOSAL SUBMITTED TO Inframark Services | | PHONE | DATE December 29, 2020 |
| STREET | | JOB NAME Rotating Assembly | |
| CITY, STATE and ZIP CODE | | JOB LOCATION Carmel | |
| ARCHITECT | DATE OF PLANS | JOB PHONE | |

We hereby submit specifications and estimates for:

Furnish only.

One(1) Cornell Vertical Dry Pit Non-Clog Pump Rotating Assembly Model
 6NHTA-VM-75-4. Cast Iron construction, two port impeller, 3.0" Solids
 Handling, Cycloseal Mechanical Seal Arrangement Tungsten Carbide Seal
 face requiring no seal water. Cast Iron Casing Wear Ring and Stainless Steel
 Shaft Sleeve. Close Coupled to a new 75HP 1800 RPM WPI 230/460V Motor.
 To be mounted into Existing Pump Volute. Volute Gaskets Included.

Total Net Price, Freight Included \$11,928.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: **In Full Upon Delivery** dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____ Signature _____

From: [Esteves, Donna](#)
To: [Franzetti, Richard](#)
Subject: RE: 01-26-2021 FW: 1-13-21 -- P.O. Request - CSD 2 - Hughson S Pump Station - Cornell Rotating Assembly
Date: Tuesday, January 26, 2021 9:44:47 AM

Yes, there are sufficient funds in the budget for this expense.

Donna Esteves

Town of Carmel ~ Engineering Department
60 Mc Alpin Ave
Mahopac, NY 10541
845-628-1500 ext. 184

From: Franzetti, Richard
Sent: Tuesday, January 26, 2021 9:06 AM
To: Esteves, Donna <de@ci.carmel.ny.us>
Cc: Maxwell, Mary Ann <mam@ci.carmel.ny.us>
Subject: 01-26-2021 FW: 1-13-21 -- P.O. Request - CSD 2 - Hughson S Pump Station - Cornell Rotating Assembly

Are there sufficient funds in the CSD 2 budget for this purchase? \$10650 + \$2720 install total \$13,370 (please confirm math).

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

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From: Harris, Carrie <Carrie.Harris@inframark.com>
Sent: Wednesday, January 13, 2021 3:41 PM
To: Esteves, Donna <de@ci.carmel.ny.us>; Franzetti, Richard <rjf@ci.carmel.ny.us>
Cc: Brann, Thomas <thomas.brann@inframark.com>; Batz, Michael <michael.batz@inframark.com>; Grippo, Arthur <arthur.grippo@inframark.com>; Sundblom, Karl <karl.sundblom@inframark.com>; Dries, Gabriel <Gabriel.Dries@inframark.com>
Subject: 1-13-21 -- P.O. Request - CSD 2 - Hughson S Pump Station - Cornell Rotating Assembly

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

Good afternoon Donna,

Please find attached a P.O. request for CSD2 - Hughson S Pump Station for a Cornell Rotating Assembly - motor and impeller need to be replaced. Please let me know when you have a Purchase Order and we can place the order.

Thanks so much,
Carrie

Carrie Harris | Administrative Assistant



2 Renwick Street | Newburgh, NY 12550

(O) 845-565-6182 | **(M)** 845-670-2909 | www.inframark.com

Richard J. Franzetti, P.E.
Town Engineer




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

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

MEMORANDUM

To: Carmel Town Board
Mike Simone, Superintendent of Highways

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

Date: January 29, 2021

Re: EOHWC CF601 Installation Agreements

As the Board is aware, the Town of Carmel (Town) is a member of the East of Hudson Watershed Corporation (EOHWC). The EOHWC is made up of nineteen municipalities in Dutchess, Putnam and Westchester Counties and was established as a regional stormwater entity in response to the heightened phosphorus removal requirements under the New York State Department of Environmental Conservation (NYSDEC) stormwater regulations.

In February of 2018 the EOHWC issued a request for proposal for the design, permitting, and construction phase services (CPS) of stormwater retrofit projects (SRPs) during it Year 6 through 10 funding cycle. The proposed stormwater retrofit for this project, Carmel-Croton Falls 601 (CF 601) is for the stabilization of an eroded channel which is tributary to the West Branch of the Croton River. The design has been completed and the EOHWC has let the project to bid and are due back on February 17, 2021.

Three (3) properties are impacted by the retrofit:

- o 22 Eleanor – TM 76.7-1-24 – Hollop Family Trust
- o 18 Eleanor – TM 76.7-1-23 – Thomas Mondo
- o Croton Falls Road – TM 76.7-1-18 - NYCDEP

A land use permit was issued by the NYCDEP in October of 2020. In order to complete this project, that The EOHWC has requested that the attached installation agreements be signed by the Town. It should be noted that these installation agreements have been signed by the homeowners.

**AGREEMENT FOR INSTALLATION
OF STORMWATER RETROFIT PROJECT
CARMEL-CF-601**

THIS AGREEMENT is made and entered into the _____ day of _____, 20____, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, NY, TOWN OF CARMEL, having its town offices at 60 McAlpin Avenue, Mahopac, New York, 10541, ("Municipality") and Linda Mondo ("Owner"), having a mailing address of 18 Eleanor Drive, Mahopac, New York. EOHWC, Town and Owner are referred to as the "Parties".

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Owner desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. The Owner is the fee owner of certain premises located in the Town of CARMEL, County of Putnam and State of New York having tax map number: 76.7-1-23, commonly known as 18 Eleanor Drive, Carmel, New York, 10512 and more fully described in Exhibit "A" (the "Description of Property").

Section 2. EOHWC shall undertake at EOHWC's own expense and with the permission and consent of the Owner, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit "B" ("Stormwater Retrofit Project") and shall make all efforts to complete the installation by the end of 2021.

Section 3. Owner hereby grants and conveys unto EOHWC, its successors and assigns to the Town of Carmel for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit, (i) an easement over, across and within the premises described in Exhibit "C" hereto ("Easement Premises"), for the purpose installing, constructing, operating, maintaining, repairing and replacing, as necessary, the Stormwater Retrofit Project all in accordance with stormwater best management practices.

Section 4. EOHWC's and Town's access to the Easement Premises shall be unrestricted during normal business hours or, upon reasonable notice, during non-business hours and shall include, without limitation, unrestricted access, egress and ingress to and across all improvements, structures and facilities thereon. EOHWC's and Town's access to the Easement Premises and work performed on the

Easement Premises shall be conducted in such a manner as to minimize to the extent practical any disruption of Owner's or Owner's tenants' business operations.

Section 5. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project at its sole cost and expense and shall have sole and exclusive supervision and control of the construction of all improvements upon the Easement Premises, including the selection of materials and contractors. Owner agrees, upon request, to cooperate with EOHWC in obtaining such licenses and permits.

Section 6. EOHWC shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released. EOHWC shall obtain at its expense or require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "D". EOHWC shall also require such contractors to indemnify and hold harmless the Town, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to the performance of the work.

Section 7. EOHWC shall indemnify and hold harmless the Owner from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, and/or judgments which may arise therefrom, as well as against any fees, costs, charges or expenses which the Owner incurs in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) EOHWC's breach or claim of breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to EOHWC's exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of EOHWC or any of its agents or contractors, in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given within two years after the date on which the Claim accrues. Excluded from the provisions of this section are liabilities, losses, damages and/or judgments arising from, out of or incident to the negligence, gross negligence or willful misconduct of the Owner.

Section 8. The Town shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project within the Project area as often and whenever it deems proper, and the Owner shall not obstruct or impede EOHWC or the Town in the exercise of that right. All structures and improvements created hereunder shall belong to the Owner, provided that the Owner shall not remove or terminate any Stormwater Retrofit Project during the term of this Agreement without the express written consent of EOHWC and the Town.

Section 9. EOHWC shall obtain a current survey of the Easement Premises, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries, topography and dimensions of the Easement Premises and Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways, and the location or proposed location of utility lines.

Section 10. Owner agrees not to make any claims against EOHWC or the Town for, or by reason of, any inconvenience or interference with the Owner's use, occupancy or enjoyment of the Easement Premises or the use, occupancy or enjoyment of any person claiming under or through the Owner,

including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement, provided EOHWC and Town are in compliance with the terms of this Agreement.

Section 11. EOHWC and its agents and contractors shall conduct all work activities on the Property in a good workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to Owner's use of the Property and/or the business or operations being conducted by Owner at the Property. EOHWC shall repair any damage to the Property caused by installation of the Stormwater Retrofit Project and shall restore the affected area to its previous condition, including repair/replacement of any and all catch basins and sewer grates.

Section 12. This Agreement shall be effective when fully executed by the Parties and shall terminate when the Stormwater Retrofit Project is no longer needed to satisfy the MS4 Permit.

Section 13. This Agreement may be assigned by EOHWC to the Town at any time in the sole discretion of EOHWC with the consent of the Town, in which event the Town shall assume all rights, benefits, responsibilities and obligations of EOHWC hereunder, and EOHWC shall be released from this Agreement, provided EOHWC is not in default of this Agreement at the time of the proposed assignment.

Section 14. Owner hereby covenants that Owner is seized of the Property in fee simple and has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC and the Town. Any mortgage or other lien on the Property shall be subordinated to this Agreement.

Section 15. This Agreement shall run with the land and is binding upon Owner, its successors and assigns for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 16. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 17. This Agreement shall be recorded in the office of the County Clerk, County of Putnam.

Section 18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the authorized representatives of EOHWC, Town, and the Owner have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By _____
Richard Williams, Sr., President

PROPERTY OWNER

By Linda Mondo
Linda Mondo, Owner

TOWN OF CARMEL

By _____
Kenneth Schmitt, Supervisor

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD WILLIAMS,SR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH SCHMITT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York

STATE OF NEW YORK)
) ss.:
COUNTY OF Putnam)

On this 31 day of January, 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared LINDA MONDO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public State of New York

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LINDA D MATERA Notary Public, State of New York Registration No. 01MA6381157 Qualified in Dutchess County My Commission Expires September 24, 2022 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|

EXHIBITS

- A. Description of Property
- B. Description of Stormwater Retrofit Project
- C. Easement Premises Map
- D. Required Forms of Insurance

Pl 2

Rec 12-27-73

Standard N. Y. B. T. U. Form 8002 • 5-71-70M—Bargain and Sale Deed, with Covenant against Grantor's Acts—Individual or Corporation (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

LIBER 716 PAGE 734

THIS INDENTURE, made the 20th day of December, nineteen hundred and seventy-three BETWEEN R. A. CAMBARERI, INC., a domestic corporation with its principal place of business at Eleanor Drive (no number) Mahopac, New York

party of the first part, and THOMAS F. MONDO and LINDA MONDO, his wife, both residing at 4035 Amundson Avenue, Bronx, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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 known and designated as Lot Number 32 on a certain map entitled "Subdivision Map of Capri Estates, Section 4, Town of Carmel, Putnam County, New York" made by Burgess and Behr, P. E. and L. S. and filed in the County Clerk's Office of Putnam County as Map No. 1128A.

This deed is given in the regular course of business of the party of the first part and notwithstanding same, it is also given with the unanimous consent of all stockholders of the party of the first part.

Subject to an existing mortgage made by the party of the first part to Hastings on Hudson Federal Savings and Loan Association for \$40,000.00 recorded in Volume 438, MP 787, in the office of the County Clerk of the County of Putnam.

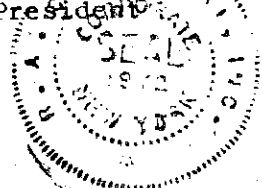
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

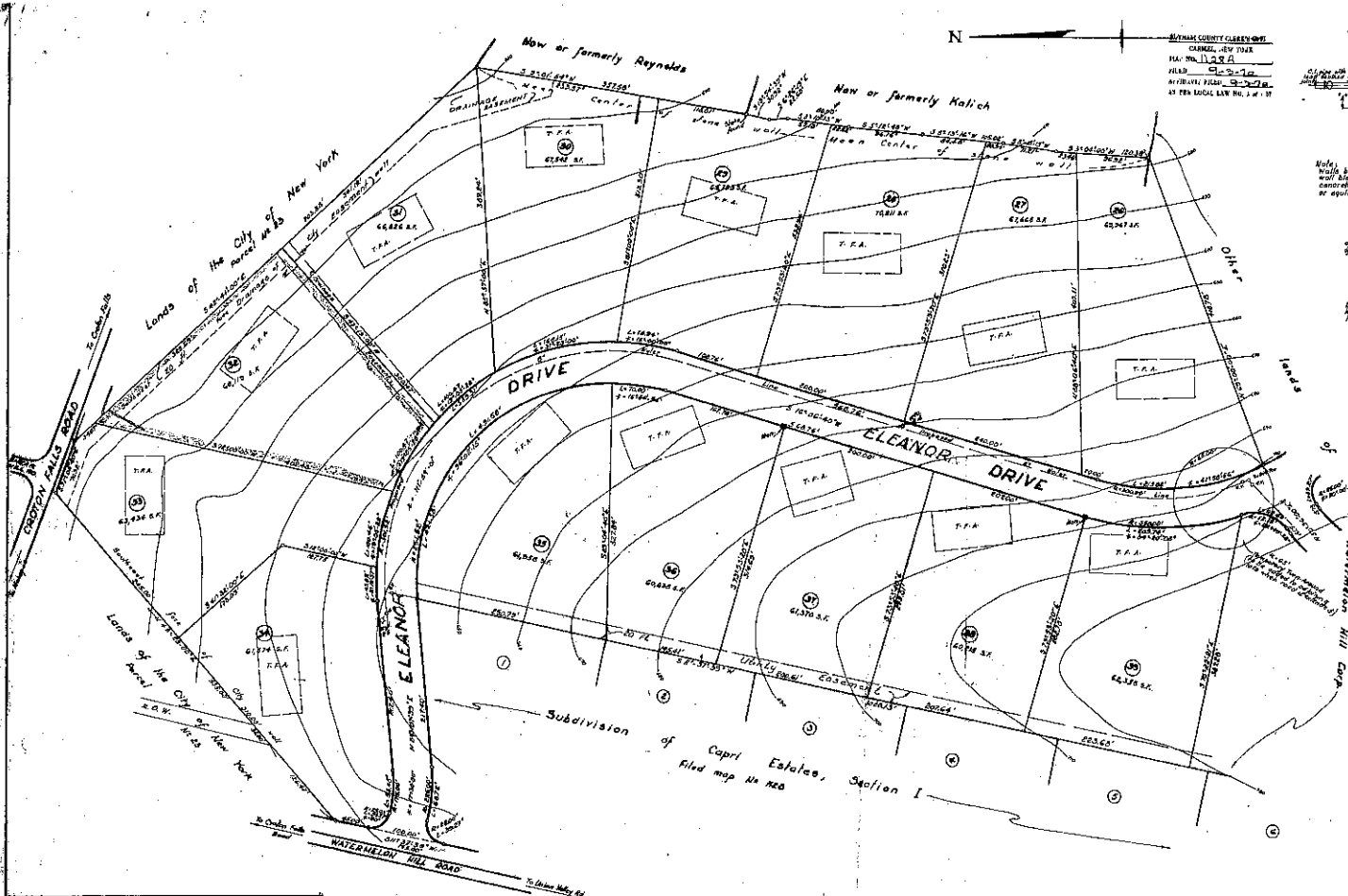
R. A. CAMBARERI, INC.
By Rocco A. Cambareri
Rocco A. Cambareri, President



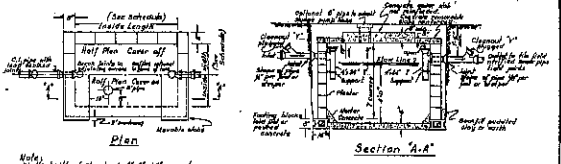
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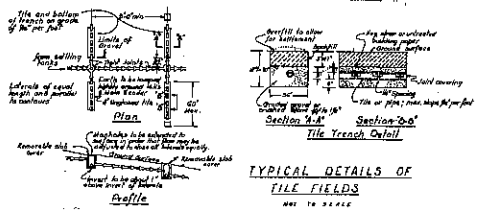
Set



PUTNAM COUNTY DEPARTMENT OF HEALTH
 CARROLL, NEW YORK
 FILE NO. 1128A
 FIELD 02-3-10
 APPROVED DATE 02-23-10
 AS PER LOCAL LAW NO. 1, § 17



DETAILS OF SEPTIC TANK



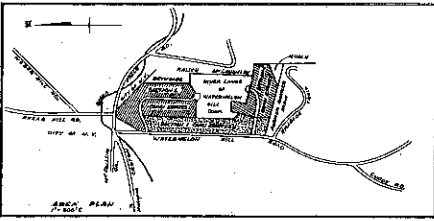
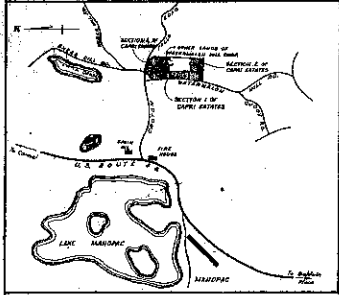
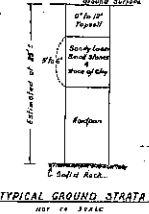
TYPICAL DETAILS OF TILE FIELDS

SEWAGE DISPOSAL SCHEDULE

| Minimum Depth | Minimum Spacing | Minimum Spacing | Minimum Spacing |
|---------------|-----------------|-----------------|-----------------|
| 4' | 10' | 10' | 10' |
| 5' | 12' | 12' | 12' |
| 6' | 15' | 15' | 15' |
| 8' | 20' | 20' | 20' |
| 10' | 25' | 25' | 25' |
| 12' | 30' | 30' | 30' |
| 15' | 35' | 35' | 35' |
| 20' | 40' | 40' | 40' |
| 25' | 45' | 45' | 45' |
| 30' | 50' | 50' | 50' |
| 35' | 55' | 55' | 55' |
| 40' | 60' | 60' | 60' |
| 45' | 65' | 65' | 65' |
| 50' | 70' | 70' | 70' |
| 55' | 75' | 75' | 75' |
| 60' | 80' | 80' | 80' |
| 65' | 85' | 85' | 85' |
| 70' | 90' | 90' | 90' |
| 75' | 95' | 95' | 95' |
| 80' | 100' | 100' | 100' |
| 85' | 105' | 105' | 105' |
| 90' | 110' | 110' | 110' |
| 95' | 115' | 115' | 115' |
| 100' | 120' | 120' | 120' |

SUB-SURFACE SANITATION TESTS

| Lot No. | Depth | Time | Result |
|---------|-------|-------|---------|
| 17 | 15' | 2 1/2 | SPR. G. |
| 18 | 15' | 2 1/2 | SPR. G. |
| 19 | 15' | 2 1/2 | SPR. G. |
| 20 | 15' | 2 1/2 | SPR. G. |
| 21 | 15' | 2 1/2 | SPR. G. |
| 22 | 15' | 2 1/2 | SPR. G. |
| 23 | 15' | 2 1/2 | SPR. G. |
| 24 | 15' | 2 1/2 | SPR. G. |
| 25 | 15' | 2 1/2 | SPR. G. |
| 26 | 15' | 2 1/2 | SPR. G. |
| 27 | 15' | 2 1/2 | SPR. G. |
| 28 | 15' | 2 1/2 | SPR. G. |
| 29 | 15' | 2 1/2 | SPR. G. |
| 30 | 15' | 2 1/2 | SPR. G. |
| 31 | 15' | 2 1/2 | SPR. G. |
| 32 | 15' | 2 1/2 | SPR. G. |
| 33 | 15' | 2 1/2 | SPR. G. |
| 34 | 15' | 2 1/2 | SPR. G. |
| 35 | 15' | 2 1/2 | SPR. G. |
| 36 | 15' | 2 1/2 | SPR. G. |
| 37 | 15' | 2 1/2 | SPR. G. |
| 38 | 15' | 2 1/2 | SPR. G. |
| 39 | 15' | 2 1/2 | SPR. G. |
| 40 | 15' | 2 1/2 | SPR. G. |
| 41 | 15' | 2 1/2 | SPR. G. |
| 42 | 15' | 2 1/2 | SPR. G. |
| 43 | 15' | 2 1/2 | SPR. G. |
| 44 | 15' | 2 1/2 | SPR. G. |
| 45 | 15' | 2 1/2 | SPR. G. |
| 46 | 15' | 2 1/2 | SPR. G. |
| 47 | 15' | 2 1/2 | SPR. G. |
| 48 | 15' | 2 1/2 | SPR. G. |
| 49 | 15' | 2 1/2 | SPR. G. |
| 50 | 15' | 2 1/2 | SPR. G. |



NOTES

1. Water supply is taken through 8" main to all lots. System is private under system.
2. The sewer disposal system shall consist of individual septic tanks and tile fields on each lot. See Chapter Appendix B, Section 17-100-1.
3. No portion of any sewage disposal to be within 50 feet of any water course, spring, pond, marsh, lake or reservoir.
4. No tile field shall be placed over large rock, or 2nd earth cover to prevent any leakage.
5. Rules and regulations regarding the public water supply of the City of New York, require separate approvals of each lot.
6. The Town Sanitary Code requires the approval of each sewage disposal installation by the Town Inspector.
7. No tile field to extend into driveway.
8. Minimum separation of 10 feet between house and driveway and sewage disposal.
9. Driveway not to extend 10 feet to tile field area.
10. Location of tile field to be approved by the Town Inspector.
11. Minimum house set-backs:
 - Lot 31 = 100'
 - Lot 32 = 100'
 - Lot 33 = 100'
 - Lot 34 = 100'
 - Lot 35 = 100'
 - Lot 36 = 100'
 - Lot 37 = 100'
 - Lot 38 = 100'
 - Lot 39 = 100'
 - Lot 40 = 100'
 - Lot 41 = 100'
 - Lot 42 = 100'
 - Lot 43 = 100'
 - Lot 44 = 100'
 - Lot 45 = 100'
 - Lot 46 = 100'
 - Lot 47 = 100'
 - Lot 48 = 100'
 - Lot 49 = 100'
 - Lot 50 = 100'
12. Approval for each individual sewage system to be obtained from the Putnam County Health Dept. prior to issuance of building permit.
13. See integrated plot plan for details of Sewage Disposal System in file of Putnam County Health Dept.

SUBDIVISION MAP OF CAPRI ESTATES SECTION #4

Town of Carroll
 Scale: 1"=50'
 Putnam County, N.Y.
 December 31, 1963
 REVISED March 18, 1970

I certify that this map was made from actual survey of the property. Survey completed August 15, 1963. Map completed December 31, 1963.

Exhibit A

APPROVAL PUTNAM COUNTY HEALTH DEPT.
 PUTNAM COUNTY DEPARTMENT OF HEALTH
 CARROLL, NEW YORK 10512

Date: 02/23/10

This is to certify that the proposed subdivision for water supply and sewage disposal for the above subdivision is in accordance with laws on file in the office of the Putnam County Department of Health and hereby approved. Consent is hereby given to the filing of the map on which this endorsement appears in the office of the County Clerk in accordance with the provisions of Section 1112 of the Public Health Law.

APPROVAL TOWN OF CARROLL
 CLARENCE ROAD
 CARROLL, N.Y. 10512

By: J. S. ALD... Chairman
 Date: 02/23/10... Secretary

MAP 1128A
 01/10/10
 116

WATERMELON HILL CORP.
 116
 CARROLL, N.Y.

Exhibit B

PROJECT: CARMEL-CF-601, Eleanor Drive

PROJECT LOCATION: Croton Falls Road, NYCDEP property

Project Description:

The parcel located at Tax Parcel 76.7-1-18, commonly known as NYCDEP Property on Croton Falls Road, contains approximately 300 LF of eroded channel which has been created by a municipal stormwater outlet from the nearby residential area. The washout from this stormwater outfall eventually reaches a nearby stream that is tributary to the Croton Falls Reservoir.

The municipal outfall is located at the intersection of two private properties and the NYCDEP parcel. Construction and maintenance access will be given through the NYCDEP parcel, with the expectation of no heavy equipment utilizing the residential area for access.

The existing eroded channel and outfall will be stabilized using erosion and sediment control matting and/or rip rap designed to withstand a 25 year storm event as required by the NYSDEC engineering design criteria. Trees and debris will be removed from the channel work area and will facilitate any re-grading of channel banks that have slopes greater than 1:2.

The project includes, but is not limited to, limited removal of vegetation, grading and earthwork as needed to prepare the channels for install matting and rip-rap. The work also includes site preparation, erosion and sediment control, maintenance and protection of traffic, final restoration, and cleaning in the project area under the direction of the Engineer and the East of Hudson Watershed Corporation.

VERIFIED BY:

REVIEWED BY:

PREPARED BY:

0:4115-605 - E:\HW\Carmel\CF-601120 CAD\20 Engineering CAD Files\DC SITE PLAN\4115-605 MAHOIAC SITE_DP\2010105.dwg 01/05/21 - 09:13AM



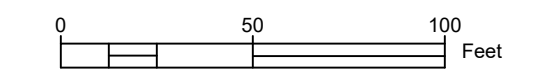
- NOTE:**
1. ALL TREES WITHIN CHANNEL AND 20' CLEARING ARE TO BE REMOVED FROM SITE.
 2. LIMITS OF CONSTRUCTION SHALL BE CONFINED TO AREAS WITHIN THE CHANNEL THAT ARE NECESSARY FOR RECONSTRUCTION.
 3. CHECK DAMS SHOULD BE PLACED AS PER DETAIL.
 4. ALL BOUNDARIES AND WERE OBTAINED BY AERIAL IMAGES AND TAX MAPS AVAILABLE ONLINE.

- MATERIALS BROUGHT ONTO JOB SITE NOTES:**
1. ALL MATERIALS SHALL BE REVIEWED AND APPROVED BY NYC DEP PRIOR TO BEING IMPORTED ONTO THE JOB SITE.

- CONSTRUCTION SEQUENCE:**
1. MOBILIZE
 2. CONTRACTOR TO MARK OUT TREES PRIOR TO REMOVAL FOR REVIEW AND APPROVAL BY NYC DEP FORESTER.
 3. ESTABLISH CONSTRUCTION ENTRANCE, EROSION AND SEDIMENT CONTROL AND STOCKPILE AREA.
 4. START AT THE TOP END OF THE CHANNEL, REMOVE SOIL IN THE CHANNEL, CLEAR TREES WITHIN THE OFFSET LIMITS, GRADE AND INSTALL THE STABILIZATION MAT, INSTALL RIP RAP LINING, INSTALL CHECK DAMS AS PER PLANS.
 5. PLANT TREES AND SHRUBS AS PER THE PLANTING PLAN.
 6. HAY AND SEED AREA TO BEGIN RESTABILIZATION OF THE DISTURBED SOIL WITH THE APPROVED SEED MIXTURE.
 7. REPEAT STEPS 3-5 UNTIL THE SITE IS COMPLETELY RESTABILIZED, PROJECT IS COMPLETE AND SITE HAS BEEN ACCEPTED BY THE OWNER.
 8. PROJECT CLOSE OUT AND ALL SUPPORTING DOCUMENTS.

- OPERATION NOTE:**
1. CONTRACTOR SHALL WORK ONLY WHEN THE CHANNEL IS DRY AND NO PRECIPITATION IS FORECASTED.
 2. CONTRACTOR SHALL STABILIZE SITE AT CLOSE OF WORKDAY.

- NOTE:**
1. APPROXIMATE LENGTH OF CHANNEL 331'
 2. APPROXIMATE AREA OF DISTURBANCE 0.535 ACRES
 3. APPROXIMATE AREA OF CHANNEL 0.062 ACRES



LEGEND

| | |
|--|------------------------|
| | EXISTING PROPERTY LINE |
| | TREE CLEARING LIMITS |
| | PROPOSED CHANNEL |
| | MAJOR TOPO |
| | MINOR TOPO |
| | ROAD |
| | TREE LINE |
| | STREAM |

| | | | | | |
|-------------------------------------------------------|-------|-----------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| RAJASHEKAR R. RAVILLA, P.E. N.Y.S. LIC. NO. 068439 | DATE: | REVISION: | BY: | EACH SHEET IS INCOMPLETE OR INVALID UNLESS ACCOMPANIED BY ALL THE SHEETS IN THE SET. IT IS A VIOLATION OF NYS EDUCATION LAW SECTION 7209 FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR, OR ARCHITECT TO ALTER AN ITEM BEARING THE STAMP OR SEAL OF A LICENSED PROFESSIONAL IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER, LAND SURVEYOR, OR ARCHITECT SHALL AFFIX TO THE ITEM THEIR STAMP OR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION. | SHEET NO. 1 OF 3 |
| JOHN R. SZAROWSKI, P.E. N.Y.S. LIC. NO. 080050 | | | | | SCALE: 1 IN. = 50 FT. |
| MICHAEL V. TAMIGI, P.E. N.Y.S. LIC. NO. 097460 | | | | | DRAWING NUMBER: C00 |
| JOHN B. BOLGER, P.E. N.Y.S. LIC. NO. 098786 | | | | | DATE: 05/23/2019 |
| DAVID S. BAKER, L.S. N.Y.S. LIC. NO. 050505 | | | | | JOB NO.: 4115-605 |
| | | | | | DRAWN BY: DGC |
| | | | | | FOR REVIEW & COMMENT |
| | | | | | FOR APPROVAL |
| | | | | | FOR BID & CONSTRUCTION |
| | | | | | AS-BUILT |

CONCEPTUAL SITE PLAN
FOR
EAST OF HUDSON WATERSHED CORPORATION:
ELEANOR DRIVE
TOWN OF CARMEL
PUTNAM COUNTY, NEW YORK

2142 Route 302
Circleville, NY 10919
Phone: (845) 361-4541
E-mail: info@kcepc.com
Web: www.kcepc.com

K Engineering and Land Surveying, P.C.

Exhibit D

PROJECT: Pound Ridge – Carmel-CF-601

PROJECT LOCATION: 18 Eleanor Drive, Mahopac, NY

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. The Mondo Family (Owner)
3. Town of Carmel
4. Any other agencies and/or entities required by any other contracts and/or agreements

Worker's Compensation: Statutory per New York State law without regard to jurisdiction

Employer's Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.

**AGREEMENT FOR INSTALLATION
OF STORMWATER RETROFIT PROJECT
CARMEL-CF-601**

THIS AGREEMENT is made and entered into the _____ day of _____, 20____, by and between EAST OF HUDSON WATERSHED CORPORATION ("EOHWC"), a local development corporation having its principal office at 2 Route 164, Patterson, NY, TOWN OF CARMEL, having its town offices at 60 McAlpin Avenue, Mahopac, New York, 10541, ("Municipality") and The Hollop Family Trust ("Owner"), having a mailing address of 22 Eleanor Drive, Mahopac, New York. EOHWC, Town and Owner are referred to as the "Parties".

WHEREAS, EOHWC is assisting its member municipalities, of which the Municipality is one, in complying with the New York State Department of Environmental Conservation (NYSDEC) Municipal Separate Storm Sewer Systems Permit effective May 1, 2010 (MS4 Permit) by the design and installation of stormwater retrofit projects approved by NYSDEC; and

WHEREAS, the Owner desires to cooperate with the effort to reduce stormwater runoff carrying potential contamination into surface waters of the State and thereby to assist the municipalities in complying with the MS4 Permit;

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the Parties agree as follows:

Section 1. The Owner is the fee owner of certain premises located in the Town of CARMEL, County of Putnam and State of New York having tax map number: 76.7-1-24, commonly known as 22 Eleanor Drive, Carmel, New York, 10512 and more fully described in Exhibit "A" (the "Description of Property").

Section 2. EOHWC shall undertake at EOHWC's own expense and with the permission and consent of the Owner, the stormwater retrofit project set forth in the Project Description appended hereto as Exhibit "B" ("Stormwater Retrofit Project") and shall make all efforts to complete the installation by the end of 2021.

Section 3. Owner hereby grants and conveys unto EOHWC, its successors and assigns to the Town of Carmel for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit, (i) an easement over, across and within the premises described in Exhibit "C" hereto ("Easement Premises"), for the purpose installing, constructing, operating, maintaining, repairing and replacing, as necessary, the Stormwater Retrofit Project all in accordance with stormwater best management practices.

Section 4. EOHWC's and Town's access to the Easement Premises shall be unrestricted during normal business hours or, upon reasonable notice, during non-business hours and shall include, without limitation, unrestricted access, egress and ingress to and across all improvements, structures and facilities thereon. EOHWC's and Town's access to the Easement Premises and work performed on the

Easement Premises shall be conducted in such a manner as to minimize to the extent practical any disruption of Owner's or Owner's tenants' business operations.

Section 5. EOHWC shall procure all necessary approvals and permits for the construction and installation of the Stormwater Retrofit Project at its sole cost and expense and shall have sole and exclusive supervision and control of the construction of all improvements upon the Easement Premises, including the selection of materials and contractors. Owner agrees, upon request, to cooperate with EOHWC in obtaining such licenses and permits.

Section 6. EOHWC shall not at any time permit or suffer any lien to be attached to the Property, and, if attached, shall within thirty (30) days cause the same to be discharged and released. EOHWC shall obtain at its expense or require all contractors retained to do such work to carry the forms of insurance set forth in Exhibit "D". EOHWC shall also require such contractors to indemnify and hold harmless the Town, and its officers, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to the performance of the work.

Section 7. EOHWC shall indemnify and hold harmless the Owner from and against any and all claims, demands, suits and actions, and any liabilities, losses, damages, and/or judgments which may arise therefrom, as well as against any fees, costs, charges or expenses which the Owner incurs in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "Claims"), arising or resulting from (1) EOHWC's breach or claim of breach of its obligations under this Agreement, (2) any injury or damage to persons or property arising from, out of or incident to EOHWC's exercise or failure to exercise any of its rights or obligations hereunder, and (3) the negligence, gross negligence or willful misconduct of EOHWC or any of its agents or contractors, in any way related to the subject matter of this Agreement. Notice of any Claim subject to this indemnification shall be given within two years after the date on which the Claim accrues. Excluded from the provisions of this section are liabilities, losses, damages and/or judgments arising from, out of or incident to the negligence, gross negligence or willful misconduct of the Owner.

Section 8. The Town shall have the obligation, and EOHWC shall have the right, but not the obligation, to maintain, repair, alter, add to or reconstruct the Stormwater Retrofit Project within the Project area as often and whenever it deems proper, and the Owner shall not obstruct or impede EOHWC or the Town in the exercise of that right. All structures and improvements created hereunder shall belong to the Owner, provided that the Owner shall not remove or terminate any Stormwater Retrofit Project during the term of this Agreement without the express written consent of EOHWC and the Town.

Section 9. EOHWC shall obtain a current survey of the Easement Premises, made and certified by a licensed surveyor or engineer, showing the location, area, boundaries, topography and dimensions of the Easement Premises and Stormwater Retrofit Project, the relevant location thereof with respect to streets or highways, and the location or proposed location of utility lines.

Section 10. Owner agrees not to make any claims against EOHWC or the Town for, or by reason of, any inconvenience or interference with the Owner's use, occupancy or enjoyment of the Easement Premises or the use, occupancy or enjoyment of any person claiming under or through the Owner,

including without limitation tenants, invitees, guests, licensees or others, associated with the EOHWC's activities under this Agreement, provided EOHWC and Town are in compliance with the terms of this Agreement.

Section 11. EOHWC and its agents and contractors shall conduct all work activities on the Property in a good workmanlike manner and in accordance with prevailing industry practices, standards and procedures. EOHWC shall plan, schedule, and conduct its activities as expeditiously as is reasonably practicable and shall conduct such activities in a manner which avoids any inconvenience, disruption or interference to Owner's use of the Property and/or the business or operations being conducted by Owner at the Property. EOHWC shall repair any damage to the Property caused by installation of the Stormwater Retrofit Project and shall restore the affected area to its previous condition, including repair/replacement of any and all catch basins and sewer grates.

Section 12. This Agreement shall be effective when fully executed by the Parties and shall terminate when the Stormwater Retrofit Project is no longer needed to satisfy the MS4 Permit.

Section 13. This Agreement may be assigned by EOHWC to the Town at any time in the sole discretion of EOHWC with the consent of the Town, in which event the Town shall assume all rights, benefits, responsibilities and obligations of EOHWC hereunder, and EOHWC shall be released from this Agreement, provided EOHWC is not in default of this Agreement at the time of the proposed assignment.

Section 14. Owner hereby covenants that Owner is seized of the Property in fee simple and has good right to execute this Agreement; shall do nothing in the Property which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to EOHWC and the Town. Any mortgage or other lien on the Property shall be subordinated to this Agreement.

Section 15. This Agreement shall run with the land and is binding upon Owner, its successors and assigns for the period of time during which the Stormwater Retrofit Project is needed to satisfy the MS4 Permit.

Section 16. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 17. This Agreement shall be recorded in the office of the County Clerk, County of Putnam.

Section 18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the authorized representatives of EOHWC, Town, and the Owner have executed this agreement.

EAST OF HUDSON WATERSHED CORPORATION

By _____
Richard Williams, Sr., President

PROPERTY OWNERS

By Gregory T. Hollop
Gregory T. Hollop, Hollop Family Trust

By Karen A. Hollop
Karen A. Hollop, Hollop Family Trust

TOWN OF CARMEL

By _____
Kenneth Schmitt, Supervisor

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF Putnam)

LINDA D MATERA
Notary Public, State of New York
Registration No. 01MA6381157
Qualified in Dutchess County
My Commission Expires September 24, 2022

On this 28th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY T. HOLLOP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

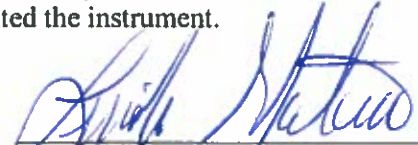


Notary Public State of New York

STATE OF NEW YORK)
) ss.:
COUNTY OF Putnam)

LINDA D MATERA
Notary Public, State of New York
Registration No. 01MA6381157
Qualified in Dutchess County
My Commission Expires September 24, 2022

On this 28th day of December, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared KAREN A. HOLLOP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public State of New York

EXHIBITS

- A. Description of Property
- B. Description of Stormwater Retrofit Project
- C. Easement Premises Map
- D. Required Forms of Insurance

Exhibit A

Rel 1

L 1927 ep 327

(R 4-20-15)

DEED

O. Confid.

O. TTK

Consult your lawyer before signing this instrument. This instrument should be used by lawyers only.

THIS INDENTURE, made the 16th day of February, two thousand and fifteen,

BETWEEN

Gregory Hollop, a/k/a Gregory T. Hollop and Karen Hollop, a/k/a Karen A. Hollop, 22 Eleanor Drive, Mahopac, New York 10541,

party of the first part,

and

Gregory T. Hollop and Karen A. Hollop, 22 Eleanor Drive, Mahopac, New York 10541, as Trustees of The Hollop Family Trust, dated 2/16/15,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and no/100 (\$10.00), lawful money of the United States, to them paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs, successors or assigns of the party of the second part forever,

ALL that certain lot, piece or parcel of land together with the buildings and improvements located and to be erected thereon, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, known and designated as Lot No. 31 on a certain map entitled, "Subdivision Map of Capri Estates Section 4, Town of Carmel, Putnam County, New York" and filed in the County Clerk's Office of Putnam County, New York on 9/30/70 as Map No. 1128A, which lot is more particularly bounded and described as follows:

See Schedule A annexed.

BEING the same premises conveyed by Neil H. Ulsh and Susie J. Ulsh, Grantor, to Gregory Hollop and Karen Hollop, Grantee, by Deed dated August 27, 1980 and recorded in the Putnam County Clerk's Office on September 3, 1980 in Liber 771 of Deeds at page 1180.

*BSP in
L 771 ep 1180
(R 9-3-80)*

THE PARTY OF THE FIRST PART named herein is the sole beneficiary of the Party of the Second Part, The Hollop Family Trust, dated 2/16/15, during the lifetime(s) of the Party of the First Part and is entitled to veterans and senior exemptions as provided under RPTL subsections 458(7), 458-a(5) and 467(9), and the school tax relief (STAR) exemption as provided under RPTL section 425.

SUBJECT to covenants, conditions, restrictions and rights of way of record, if any.

Exhibit A

Schedule "A"

ALL that certain lot, piece or parcel of land together with the buildings and improvements located and to be erected thereon, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, known and designated as Lot No. 31 on a certain map entitled, "Subdivision Map of Capri Estates Section 4, Town of Carmel, Putnam County, New York" and filed in the County Clerk's Office of Putnam County, New York on 9/30/70 as Map No. 1128A, which lot is more particularly bounded and described as follows:

BEGINNING at point on the easterly side of Eleanor Drive, being distant 515.60 feet from the easterly end of a curve connecting Eleanor Drive and Watermelon Hill Road;

RUNNING THENCE from said point North 47 degrees 19' 00" East 300.47 feet to a point on the division line between premises being described and lands now or formerly of the City of New York;

RUNNING THENCE along said division line, South 42 degrees 41' 00" East 341.12 feet to a point in the division line between premises being described and Lot 30 as shown on the aforesaid Map No.1128A;

RUNNING THENCE along said division line, South 85 degrees 37' 00" West 389.24 feet to a point on the easterly side of Eleanor Drive;

RUNNING THENCE along the easterly side of Eleanor Drive on a curve to the left having a radius of 301.52 feet, a central angle of 19 05' 28 degrees a distance of 100.47 feet to the point and place of BEGINNING.

Premises known as R.D. #5 Eleanor Drive, Mahopac, New York.

Exhibit A

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

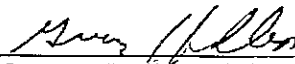
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

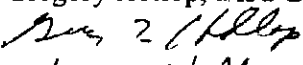
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.



 Gregory Hollop, a/k/a Gregory T. Hollop



 Karen Hollop, a/k/a Karen A. Hollop

Exhibit B

PROJECT: CARMEL-CF-601, Eleanor Drive

PROJECT LOCATION: Croton Falls Road, NYCDEP property

Project Description:

The parcel located at Tax Parcel 76.7-1-18, commonly known as NYCDEP Property on Croton Falls Road, contains approximately 300 LF of eroded channel which has been created by a municipal stormwater outlet from the nearby residential area. The washout from this stormwater outfall eventually reaches a nearby stream that is tributary to the Croton Falls Reservoir.

The municipal outfall is located at the intersection of two private properties and the NYCDEP parcel. Construction and maintenance access will be given through the NYCDEP parcel, with the expectation of no heavy equipment utilizing the residential area for access.

The existing eroded channel and outfall will be stabilized using erosion and sediment control matting and/or rip rap designed to withstand a 25 year storm event as required by the NYSDEC engineering design criteria. Trees and debris will be removed from the channel work area and will facilitate any re-grading of channel banks that have slopes greater than 1:2.

The project includes, but is not limited to, limited removal of vegetation, grading and earthwork as needed to prepare the channels for install matting and rip-rap. The work also includes site preparation, erosion and sediment control, maintenance and protection of traffic, final restoration, and cleaning in the project area under the direction of the Engineer and the East of Hudson Watershed Corporation.

VERIFIED BY:

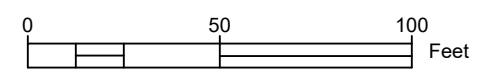
REVIEWED BY:

PREPARED BY:

C:\Users\jg\appdata\local\temp\Asp\jg\10260DC SITE PLAN 4115-605_MAHOPAC SITE_DP.dwg 04/03/20 01:28PM



- NOTE:**
1. ALL TREES WITHIN CHANNEL AND 2' CLEARING ARE TO BE REMOVED FROM SITE.
 2. LIMITS OF CONSTRUCTION SHALL BE CONFINED TO AREAS WITHIN THE CHANNEL THAT ARE NECESSARY FOR RECONSTRUCTION.
 3. CHECK DAMS SHOULD BE PLACED AS PER DETAIL.
 4. ALL BOUNDARIES AND WERE OBTAINED BY AERIAL IMAGES AND TAX MAPS AVAILABLE ONLINE.



LEGEND

| | |
|--|------------------------|
| | EXISTING PROPERTY LINE |
| | TREE CLEARING LIMITS |
| | PROPOSED CHANNEL |
| | MAJOR TOPO |
| | MINOR TOPO |
| | ROAD |
| | TREE LINE |
| | STREAM |

| | | | | | |
|-------------------------------------------------------|-------|-----------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| RAJASHEKAR R. RAVILLA, P.E. N.Y.S. LIC. NO. 068439 | DATE: | REVISION: | BY: | EACH SHEET IS INCOMPLETE OR INVALID UNLESS ACCOMPANIED BY ALL THE SHEETS IN THE SET. IT IS A VIOLATION OF NYS EDUCATION LAW SECTION 7209 FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR, OR ARCHITECT TO ALTER AN ITEM BEARING THE STAMP OR SEAL OF A LICENSED PROFESSIONAL IN ANY WAY. IF AN ITEM IS ALTERED, THE ALTERING ENGINEER, LAND SURVEYOR, OR ARCHITECT SHALL AFFIX TO THE ITEM THEIR STAMP OR SEAL AND THE NOTATION "ALTERED" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION. | SHEET NO. 1 OF 3 |
| JOHN R. SZAROWSKI, P.E. N.Y.S. LIC. NO. 080050 | | | | | SCALE: 1 IN. = 50 FT. |
| MICHAEL V. TAMIGI, P.E. N.Y.S. LIC. NO. 097460 | | | | | DRAWING NUMBER: C00 |
| JOHN B. BOLGER, P.E. N.Y.S. LIC. NO. 098786 | | | | | DATE: 05/23/2019 |
| DAVID S. BAKER, L.S. N.Y.S. LIC. NO. 050505 | | | | | JOB NO.: 4115-605 |
| | | | | | DRAWN BY: DGC |
| | | | | FOR REVIEW & COMMENT | |
| | | | | FOR APPROVAL | |
| | | | | FOR BID & CONSTRUCTION | |
| | | | | AS-BUILT | |

CONCEPTUAL SITE PLAN
FOR
EAST OF HUDSON WATERSHED CORPORATION:
ELEANOR DRIVE
TOWN OF CARMEL
PUTNAM COUNTY, NEW YORK

2142 Route 302
Circleville, NY 10919
Phone: (845) 361-4541
E-mail: info@kcepc.com
Web: www.kcepc.com

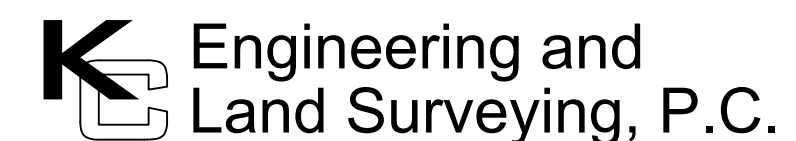


Exhibit D

PROJECT: Pound Ridge – Carmel-CF-601

PROJECT LOCATION: 22 Eleanor Drive, Mahopac, NY

Insurance requirement:

The following insurances will be maintained by EOHWC, naming the following as additional insured:

1. The City of New York, including its officials and employees
2. The Hollop Family Trust (Owner)
3. Town of Carmel
4. Any other agencies and/or entities required by any other contracts and/or agreements

Worker’s Compensation: Statutory per New York State law without regard to jurisdiction

Employer’s Liability: Statutory

Commercial General Liability CG 00 01 (ed. 10/02) or equivalent- Combined Single Limit - Bodily Injury and Property Damage:

\$2,000,000 per occurrence

\$2,000,000 products/completed operations aggregate

\$4,000,000 general aggregate

\$25,000 maximum deductible

Automobile Liability: CA 00 01 (ed. 6/92) or equivalent. (See Section B.4, below)

Combined Single Limit - Bodily Injury and Property Damage

\$500,000 each occurrence

The following coverage must be provided:

(X) Comprehensive Form (X) Owned (X) Hired (X) Non-Owned

Where applicable: Professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence.



Thomas J. Jacobellis
Town Justice

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

Daniel M. Miller
Town Justice

To: Kenneth Schmitt, Supervisor
Carmel Town Board

Date: February 4, 2021

Pursuant to Uniform Justice Court Act Section 2019-a, it is the duty of every justice to present their records and docket, at least once a year, to the auditing board of the village or town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

Consistent with Section 2019-a of the Uniform Justice Court Act, we hereby advise that the court's records and docket for the Carmel Justice Court for the Calendar Year 2020 were presented for examination on January 25, 2021.

It is our understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, we will forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the Town as required by law. Such materials may be mailed to the following:

George Danyluk, Chief Internal Auditor
NYS Unified Court System
2500 Pond View, Suite LL01
Castleton-on-Hudson, NY 12033

In the alternative, such materials may be sent via email to jcasazza@nycourts.gov
Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Thomas J. Jacobellis, Jsg.".

Hon. Thomas J. Jacobellis
Hon. Daniel M. Miller

cc: Arielle Bryant, District Special Counsel.

State of New York
Unified Court System



Lawrence K. Marks
Chief Administrative Judge

orig: Justice Court
cc: Comptroller
JC Corres
12/23/20

25 Beaver Street
New York, N.Y. 10004
(212) 428-2100

December 23, 2020

Supervisor Kenneth Schmitt
Town of Carmel
60 McAipin Avenue
Mahopac, NY 10541

Dear Supervisor Schmitt:

Section 2019-a of the Uniform Justice Court Act requires that town and village justices annually provide their court records and dockets to the auditing board of the town, and that such records then be examined, and that fact be entered into the minutes of the board's proceedings.

The Unified Court System's Internal Audit office is responsible for monitoring town and village board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2020 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and the resolution to jasazza@nycourts.gov or mail to George Danyluk, Chief Internal Auditor, NYS Unified Court System, 2500 Pond View, Suite LL01, Castleton-on-Hudson, NY 12033. Please respond by March 1, 2021.

If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours,

A handwritten signature in black ink that reads "Joan H. Casazza".

/smw

c: George Danyluk, CIA
Joan Casazza, CIA

