
MEMORANDUM

DELBELLO DONNELLAN WEINGARTEN
WISE & WIEDERKEHR, LLP

DATE: April 8, 2015
TO: Town of Amenia Planning Board
FROM: Peter J. Wise
RE: Silo Ridge Field Club
CC: David Everett, Esq.
Mary Ann Johnson, AICP
Dr. Michael W. Klemens
Julie S. Mangarillo, P.E., CPESC
Pedro Torres
Juan Torres
Michael Dignacco
Amanda DeCesare, P.E.

A. Security to be Provided

Assuming:

- the Planning Board grants a waiver under §105-22.H(2) of the Town Subdivision Regulations permitting the proposed private internal roads to serve more than 15 lots (thereby making them “rural roads,” or “rural lanes,” as those terms are used in the Town Zoning Law), and the Town Board consents to the proposed water-works and sewage-works corporations; and
- the Planning Board waives (under §105-24.A of the Town Subdivision Regulations) the provision of the following improvements:
 - Parks, playgrounds or other public open spaces of adequate size and location for recreational purposes;
 - Paved common driveways and driveway aprons; and
 - Road trees;

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then Silo Ridge Ventures, LLC (the “Applicant”) will provide the following security to the Town:

1. In accordance with Section 105-28.A(1)(a) of the Town Subdivision Regulations, the Applicant will provide a performance bond¹ covering “the full cost of completing” the following improvements:

- (a) Roads and parking areas including pavement;
- (b) Road signs and posts;
- (c) Road lighting in the road right-of-way, and in parking areas;
- (d) Concrete sidewalks in the road right-of-way;
- (e) Monuments or other acceptable markers suitably placed and installed;
- (f) Water supply system improvements, including wells, water tank, water treatment facilities, and distribution pipes;
- (g) Stormwater management/drainage pipes and structures; and
- (h) Landscaping in the SPO District “green buffer” (1) to screen the wastewater treatment plant and golf maintenance facility, and (2) at the north and west ends of “Snowy Owl Court” abutting golf hole 1.

2. In accordance with § 105-28.A(1)(a) of the Town Subdivision Regulations, the Applicant will deposit cash in an escrow account maintained by the Town² to cover the “cost of reclamation of areas to be excavated or graded,” including seeding and other means of erosion control for all disturbed land (the “Reclamation Security”). The Applicant will also deposit in an escrow account maintained by the Town the amount of \$30,000, to cover survival of plantings on littoral shelves for a period of two (2) years (the “Wetland Planting Security”).

¹ All improvements being secured by a performance bond may from time to time be secured by one or more bonds.

² In August, 2014, the Applicant and the Town entered into a Security Agreement and License securing reclamation of golf course work. The existing Security Agreement and License can be amended to cover this reclamation work.

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3. In accordance with New York Transportation Corporations Law § 119(1), the Applicant will provide a performance bond covering completion of construction of the wastewater treatment plant and sewage-works system³ (the “Sewage-Works Bond”).

B. Security Amounts

Under § 105-28.A of the Town Subdivision Regulations, “the applicant shall provide to the Planning Board a detailed engineer’s cost estimate for all required improvements for review and concurrence by the Town Engineer.” The Applicant’s detailed cost estimate is attached to this memorandum as Exhibit A.

The cost estimate is based on the revised site plan to be submitted to the Planning Board for approval in February, 2015. The estimate identifies the components of each improvement, the unit of measure, the estimated quantities, the unit price, and the estimated cost calculated by multiplying the unit price by the unit quantity. The unit pricing is based on several sources including but not limited to contractor pricing, supplier pricing, and existing contracts. A copy of the construction contract for the wastewater treatment plant will be provided to substantiate the estimated cost.

The estimate shows costs for each road section based on lineal footage, including costs of related stormwater management structures and other appurtenances for that section. The off-site State highway improvements are also identified. The costs of the wastewater treatment plant, water treatment building, water storage tank and pressure reduction valve are aggregated, and stated separately.

C. Phasing of Improvements

Prior to commencing work, the Applicant will provide the Reclamation Security and the Sewage-Works Bond, and will provide the Wetland Planting Security after the covered work is completed. The other secured improvements are expected to be constructed in phases (each a “Phase”). The Applicant proposes to provide a performance bond covering the un-completed

³ As required by Transportation Corporations Law § 119(2), the Applicant will also provide a separate bond or other security acceptable to the Town Board to cover estimated operation and maintenance costs less estimated revenues, for the first five years of operation of the sewage-works corporation.

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work in a Phase at the time that the completed work in that specific Phase is transferred to the master homeowner's association⁴. The anticipated Phases are as follows:

Phase I: "Pheasant Run" to "Redtail Pass" and all of "Redtail Pass" to the south entry as well as Pheasant Run at the Village Green, "Club Meadow Drive," and "Wood Duck Road" from the Village Green to the Family Activity Barn, including the parking area and access road from the Family Activity Barn to the Sales Center. Phase I also includes the wastewater treatment plant, water treatment building, water storage tank, pressure reduction valve, south and main entries, and the Artisan's Park Overlook.

Phase II: The balance of "Wood Duck Road" and "Wood Turtle Road."

Phase III: "Falcon Way" and "Eagle's Pass."

Phase IV: "Peregrine Drive" and "Snowy Owl Court."

Phase V: "Ridgeline Road" and "Oak Tree Lane."

To ensure that roads and related infrastructure are sufficient to permit access to residences, the Applicant will be prohibited from transferring Estate Home lots until the road section giving access to that lot and related stormwater management structures and other appurtenances required by the master homeowner's association documents for that Phase have either been completed, or suitably bonded.

D. Bond Reductions; Final Release

The bonds shall be reduced from time to time in accordance with § 105-28.A(1)(c) of the Town Subdivision Regulations, provided that the total bond amount shall not at any time be less than 20% of the estimated total cost for the specific Phase(s) then under construction as set forth in Exhibit A or the actual remaining cost of completion of such Phase(s), whichever is higher.

The Town shall not be required to reduce bonds more than six (6) times in any twelve (12) month period. No reduction shall be approved if the Applicant is then in default under any

⁴ The master homeowner's association documents will provide that the sponsor is obligated to deliver the bond to the Town as a condition of the transfer of the completed improvements in that Phase to the master homeowner's association.

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agreement with the Town. Reduction requests may be considered concurrently with requests by the Applicant for extension of the term of bonds in accordance with § 105-28.A(1)(a) of the Town Subdivision Regulations.

A request for reduction/release shall be accompanied by a certificate of a licensed professional engineer certifying that the work secured by the proposed release amount has been completed in conformity with approved plans, and meets all applicable standards.

A request for final release of a bond shall be accompanied by a certificate of a licensed professional engineer certifying that all work secured by the bond has been completed in conformity with approved plans, and meets all applicable standards.

**Silo Ridge Site Required Improvements
Cost Estimate
DRAFT**

Description	Estimated Cost
<u>Performance & Completion Bond 1</u>	
Waste Water Treatment Plant & Sewage Works System	\$3,268,658
<u>Phased Performance & Completion Bond 2</u>	
Drainage	\$1,829,900
Sewer (Future Conveyance System)	\$981,897
Water System	\$3,485,022
Pavement, Walks, Walls	\$3,791,567
Bridges	\$350,000
Lighting (ROW and Parking)	\$67,500
Signage and Monuments	\$41,900
Landscape	\$100,000
Offsite State Highway Improvements	\$253,873
Total	\$10,901,659
<u>Other Securities</u>	
Reclamation 3	\$80,000
Litoral Shelf Plantings 4	\$30,000
Total	\$110,000

Notes

1- In accordance with New York Transportation Corporation Law § 119(1)

2- Security to be provided by HOA Phase and has to be available at the time that the property gets conveyed to the HOA. The HOA documents will provide that the sponsor is obligated to deliver the bond to the Town as a condition of the transfer of the completed improvements in that Phase to the master homeowner's association

3- This security shall remain in place until the all the mass grading has been completed and approved by the 3rd party inspector.

4- This security shall remain for three years after the installation of the landscaping; and shall be reduce as follows each year by \$10,000

Silo Ridge Site Required Improvements Cost Estimates**Summary by Phase****DRAFT****HOA PERFORMANCE & COMPLETION BOND ESTIMATES BY PHASE**

Phase	Description	# of Units Served	Road LF	Cost/LF	Est Cost
1	Pheasant Run (Partial) and Redtail Pass	48	11,490	\$485	\$5,570,281
	Village Green and Club Meadow Drive	87	2,050	\$416	\$852,615
	Wood Duck Road to Family Activity Barn	10	1,968	\$473	\$931,044
	Offsite State Highway Improvements				\$253,873
					\$7,607,813
2	Balance of Wood Duck Road and Wood Turtle Road	22	1,885	\$474	\$894,400
3	Eagles Pass and Falcon Way	7	526	\$234	\$122,885
4	Peregrine Drive and Snowy Owl Court	33	1,620	\$335	\$542,832
5	Ridge Line Drive and Oak Tree Lane	19	4,134	\$419	\$1,733,729
Total		226	23,673	\$461	\$10,901,659