

**MICHAEL S. CAZZARI**  
Town Supervisor

**ROBERT F. SCHANIL, JR.**  
Town Councilman  
Deputy Supervisor

**STEPHEN J. BARANOWSKI**  
Town Councilman  
**FRANK D. LOMBARDI**  
Town Councilman  
**SUZANNE MC DONOUGH**  
Town Councilwoman

TOWN OF CARMEL  
TOWN HALL



60 McAlpin Avenue  
Mahopac, New York 10541  
Tel. (845) 628-1500 • Fax (845) 628-6836  
[www.ci.carmel.ny.us](http://www.ci.carmel.ny.us)

**ANN SPOFFORD**  
Town Clerk

**KATHLEEN KRAUS**  
Receiver of Taxes

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

**TOWN BOARD SPECIAL VOTING MEETING/WORK SESSION**  
**Wednesday, October 12, 2022 7:00pm**

---

PLEDGE OF ALLEGIANCE - MOMENT OF SILENCE

- **Roll Call Attendance**
- **Public Comments on Town Related Business (Five (5) Minutes Maximum for Town Residents, Property Owners & Business Owners Only)**

**Town Board Special Voting Meeting:**

1. Res: Making Negative Determination Under New York State Environmental Quality Review ("SEQRA")
2. Res: Authorizing Approval of Amended Stipulation and Consent Order

- **Motion to Close Special Voting Meeting**
- **Motion to Open Town Board Work Session**

**Town Board Work Session:**

- **Review of Town Board Minutes September 21, 2022 and October 5, 2022**
1. Lake Casse Park District Advisory Board – Consider Request to Approve Fall Newsletter and Authorize Distribution
  2. Mary Ann Maxwell, Town Comptroller – Consider Request to Authorize Amendment to the Town of Carmel Procurement Policy
  3. Police Chief Anthony Hoffmann – Special Operations Truck Project - Consider Request to Submit Reimbursement of \$50,000 DASNY Grant Funding and Accept Proposal for the Purchase and Installation of Emergency Equipment - Special Operations Truck
  4. Police Chief Anthony Hoffmann – Consider Request to Authorize Emergency Purchase of Police Vehicles – Two (2) 2022 Dodge RAM 1500 Police Special Service Vehicles (2022 PD Budget) and Two (2) 2022 Dodge Durango Police Pursuit SUV Vehicles (2023 PD Budget)

5. Michael Simone, Highway Superintendent – Consider Request to Authorize Advertise for Bids – Sand, Guide Rail and Winter Mix
6. James Gilchrist, Director of Recreation & Parks – Consider Request to Waive Park Rental Fee for Putnam County Department of Health (December 15, 2022)
7. Richard Franzetti, PE, Town Engineer – Consider Request to Authorize Renewal of Maintenance Agreement for Maintenance Services – Lake Casse Park District
8. Richard Franzetti, PE, Town Engineer – Consider Request to Lift Mandatory Water Restrictions for CWD #s 3, 7 & 12
9. Richard Franzetti, PE, Town Engineer – Review and Authorize the Submission of the Semi-Annual MS4 Report to the New York State Department of Environmental Conservation

- **Town Board Comments**
- **Motion to Move into Executive Session**

**Executive Session:**

1. Glenn Droese, Town Assessor – Settlement of Litigation
2. Budget F/Y 2023 – Personnel

- **Motion to Adjourn Meeting**

## **RESOLUTION #1**

### **RESOLUTION MAKING NEGATIVE DETERMINATION UNDER NY STATE ENVIRONMENTAL QUALITY REVIEW (“SEQR”)**

**WHEREAS** the Town Board of the Town of Carmel has reviewed the short form environmental assessment form in regard to the proposed approval of an amended stipulation of settlement and consent order in the matter entitled “New York SMSA Limited Partnership d/b/a/ Verizon Wireless, and Homeland Towers, LLC v. The Town of Carmel, et al.” as pending in the United States District Southern District of New York under Docket no. 19-cv-10793; and

**WHEREAS**, such proposed approval of the amended stipulation of settlement and consent order in the referenced litigation an Unlisted Action under 6 NYCRR Part 617 (State Environmental Quality Review Regulations); and

**WHEREAS** the Town Board has reviewed the Environmental Assessment form and assessed the possible impacts and their magnitude on the environment in accordance with the SEQR regulations and given due consideration thereto;

**NOW THEREFORE BE IT RESOLVED**, that pursuant to Part 617 of the SEQR Regulations, the Town of Carmel Town Board hereby designates its intention to serve as Lead Agency for the SEQR Review of this Unlisted Action, and in this capacity will conduct an Uncoordinated Review.

**BE IT FURTHER RESOLVED**, that pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law, the Lead Agency hereby determines that the proposed Unlisted Action will not have a significant effect on the environment; and

**BE IT FURTHER RESOLVED** that the Town Board of the Town of Carmel recognizes that any potential significant adverse environmental impacts of the construction of the proposed improvements contemplated in the amended stipulation of settlement and consent order will in fact be subject to a separate, additional, no less sensitive and no less detailed review under Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law by the Town of Carmel Planning Board, and/or Town of Carmel Zoning Board of Appeals and/or Town of Carmel Environmental Conservation Board; and

**BE IT FURTHER RESOLVED** that the Town Board of the Town of Carmel hereby determines that, based on the information contained in the Short Form Environmental Assessment Form and their analysis thereof, this proposed Unlisted Action will not result in any significant adverse environmental impacts under the SEQR regulations and hereby adopts a Negative Declaration in regard to the proposed action.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

SEQR  
617.21  
Appendix F  
**State Environmental Quality Review  
NEGATIVE DECLARATION  
Notice of Determination of Non-Significance**

---

Project Number \_\_\_\_\_

Date October, 2022

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law. The Town of Carmel, Town Board as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:**

Authorization of an amended stipulation of settlement and consent order in the action entitled "New York SMSA Limited Partnership d/b/a/ Verizon Wireless, and Homeland Towers, LLC v. The Town of Carmel," United States District Court, Southern District of New York, Docket no. 19-cv-10793 relating to the proposed construction of certain telecommunications towers within the Town of Carmel;

**SEQR Status:**

Type I  Unlisted

**Conditioned Negative Declaration:**

Yes

No

**Description of Action:**

Proposed authorization by the Town Board of entry into an amended stipulation of settlement and consent order in the action entitled "New York SMSA Limited Partnership d/b/a/ Verizon Wireless, and Homeland Towers, LLC v. The Town of Carmel," United States District Court, Southern District of New York, Docket no. 19-cv-10793 relating to the proposed construction of certain telecommunications towers within the Town of Carmel.

**Location:** Town of Carmel NY

**REASONS SUPPORTING THIS DETERMINATION:**

This proposed Unlisted Action will not result in any significant adverse environmental impacts under the SEQR regulations and hereby adopts a Negative Declaration and that any potential significant adverse environmental impacts of the construction of the proposed improvements contemplated in the amended stipulation of settlement and consent order will in fact be subject to a separate, additional, no less sensitive and no less detailed review under Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law by the Town of Carmel Planning Board, and/or Town of Carmel Zoning Board of Appeals and/or Town of Carmel Environmental Conservation Board.

**If Conditioned Negative Declaration**, provide on attachment the specific mitigation measures imposed.

**For Further Information:**

Contact Person: Michael S. Cazzari, Town Supervisor

**RESOLUTION #2**

**RESOLUTION AUTHORIZING APPROVAL OF AMENDED STIPULATION OF SETTLEMENT AND CONSENT ORDER**

WHEREAS there is currently pending in the United States District Court, Southern District of New York, a certain lawsuit entitled “New York SMSA Limited Partnership d/b/a/ Verizon Wireless, and Homeland Towers, LLC v. The Town of Carmel, Docket no. 19-cv-10793 relating to the proposed construction of certain telecommunications towers within the Town of Carmel; and

WHEREAS a stipulation of settlement and consent order of the referenced litigation was authorized by the Town Board of the Town of Carmel on or about May 13, 2020 and thereafter filed with the United States District Court; and

WHEREAS, the parties to the referenced litigation have subsequently agreed to amend the parameters, terms and provisions of the of stipulation of settlement and consent order referenced herein;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Carmel hereby authorizes the amendment of the referenced stipulation of settlement and consent order embodied in the amended stipulation of settlement and consent order which is currently on file in the office of the Town Supervisor; and

BE IT FURTHER RESOLVED that Town Counsel Gregory L. Folchetti and/or Joseph A. Charbonneau are is hereby authorized to sign, on behalf of the Town of Carmel, the amended stipulation of settlement on consent order.

Resolution

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Stephen Baranowski	___	___
Frank Lombardi	___	___
Suzanne McDonough	___	___
Robert Schanil	___	___
Michael Cazzari	___	___

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
NEW YORK SMSA LIMITED PARTNERSHIP d/b/a/  
VERIZON WIRELESS, and HOMELAND TOWERS, LLC,

Plaintiffs,

DOCKET NO.:  
19-cv-10793 (PMH) (JCM)

-against-

THE TOWN OF CARMEL, THE TOWN OF CARMEL  
TOWN BOARD, THE TOWN OF CARMEL PLANNING  
BOARD, THE TOWN OF CARMEL ZONING BOARD  
OF APPEALS, THE TOWN OF CARMEL  
ENVIRONMENTAL CONSERVATION BOARD, and  
MICHAEL CARNAZZA THE TOWN OF CARMEL  
BUILDING INSPECTOR (in his official capacity),

Defendants.

-----X  
**STIPULATION OF SETTLEMENT AND CONSENT ORDER**

**WHEREAS**, the plaintiffs New York SMSA Limited Partnership d/b/a Verizon Wireless, and Homeland Towers, LLC (collectively, “Plaintiffs” or “Applicants”), commenced this action against defendants the Town of Carmel, the Town of Carmel Town Board (“Town Board”), the Town of Carmel Planning Board (“Planning Board”), the Town of Carmel Zoning Board of Appeals (“ZBA” or “Zoning Board”), the Town of Carmel Environmental Conservation Board (“Conservation Board”), and the Town of Carmel Building Inspector (in his official capacity) (“Building Inspector”), (collectively, “Town” or “Defendants”), seeking *inter alia* a Judgment and Order finding that Defendants’ denial of Plaintiffs’ request to: (i) install and maintain a public utility wireless telecommunications facility consisting of a 140-foot monopole designed to resemble a tree and a fenced compound for related equipment (“Casse Facility”) at the property located at 254 Croton Falls Road in the Town of Carmel, New York (“Casse Property”); and (ii) a public utility wireless telecommunications facility consisting of a 110-foot monopole designed to resemble a tree and a

fenced compound for related equipment (“Dixon Facility”) at the property located at 36 Dixon Road in the Town of Carmel, New York (“Dixon Property”), violated Plaintiffs’ rights under the Telecommunications Act of 1996 (“TCA”), as codified at 47 U.S.C. § 332(c) and § 253(a) and directing Defendants to immediately issue any and all local approvals necessary for Plaintiffs to install and operate the facilities that are the subject of this action;

**WHEREAS**, to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation, Plaintiffs and Defendants previously agreed to settle this action pursuant to the terms and conditions set forth in a Stipulation of Settlement and Consent Order, so-ordered by the Court on May 20, 2020 (the “Prior Consent Order”);

**WHEREAS**, the parties reaffirm their respective approval of the Prior Consent Order, and have now agreed to modify the Prior Consent Order to the extent it pertains to the Casse Facility and a separate public utility wireless telecommunications facility including a monopole, a fenced compound with related equipment, and all necessary access and utilities (“Glenacom Facility”) at the property located at Walton Drive in the Town of Carmel, New York (“Glenacom Property”), as set forth herein this Amended Stipulation of Settlement and Consent Order (the “Amended Consent Order”).

**WHEREAS**, Plaintiffs and Defendants, intending to be legally bound, have consulted with their counsel and the undersigned counsel herein have the requisite authority and approval to enter into this Amended Consent Order.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY PLAINTIFFS AND DEFENDANTS, AND ORDERED BY THE COURT THAT:**

1. The Town Board has the right to settle this action and to enter into this Amended Consent Order pursuant to federal law. *See Omnipoint Commc'ns, Inc. v. Town of LaGrange*, 658 F. Supp.

2d 539,552 (S.D.N.Y. 2009); *see also MetroPCS NY., LLC v. City of Mount Vernon*, 739 F. Supp. 2d 409, 419 (S.D.N.Y. 2010).

2. The Town Board represents that it diligently considered the terms of this Amended Consent Order, took a hard look at all potential environmental impacts and issued a negative declaration pursuant to SEQRA, by majority vote of Town Board members with no conflict of interest, to reaffirm its approval of the Prior Consent Order and to approve this Amended Consent Order.

3. The parties further acknowledge that Applicants submitted an application for site plan and special permit approval for the Glenacom Facility to the Planning Board, on or about January 24, 2020, and conducted the necessary visual analysis of the Glenacom Facility in February 2020 (the “Prior Filing”).

4. The Town Board represents that it satisfied any and all Open Meetings Law requirements by posting on its website the Prior Filing documents prior to entering into this Amended Consent Order. All other documents related to Town Board’s approval of the Amended Consent Order, if any, are confidential and/or attorney-client privileged.

5. Plaintiffs shall supplement the Prior Filing by submitting a radio frequency justification report and visual resource evaluation of the Glenacom Facility to the Planning Board in connection with the special permit and site plan applications, and file an application with the Zoning Board for any required variances for the construction of the Glenacom Facility pursuant to the Town Zoning Code. The Planning Board, Zoning Board, and any other Town agency, department or board required by the Town Zoning Code shall expeditiously conduct a SEQRA review of the Glenacom Facility and act on the site plan, special permit, variance applications or any other required application under the Town Zoning Code without delay and in accordance with federal law (47 U.S.C. § 332(c)(7)(B)(ii)) and as directed by the Court on October 3, 2022. The Building Inspector shall issue a building permit

for the construction of the Glenacom Facility within thirty (30) days of the issuance of the necessary Town approvals and Plaintiffs' submission of a building permit application. Construction of the Glenacom Facility may immediately commence upon the issuance of such building permit. Plaintiffs shall not be required to pay any additional application fees or escrow fees pertaining to any application to construct the Glenacom Facility. The Town shall not unreasonably delay its review of Plaintiffs' applications for the construction of the Glenacom Facility and shall not unreasonably withhold any approvals of the permits required for the construction of the Glenacom Facility. If the Town unreasonably delays and/or fails to approve Plaintiffs' applications or fails to issue any required permits or approvals for the construction of the Glenacom Facility in accordance with this Amended Consent Order, for any reason, Plaintiffs shall not be bound by the terms of this Amended Consent Order or the terms of the Prior Consent Order, to the extent that it pertains to the Casse Facility and the Glenacom Facility, and shall have the right to reinstate this action and/or to file an amended and/or supplemental complaint to add and/or modify any allegations and/or causes of action pertaining to the Casse Facility and/or the Glenacom Facility.

6. Plaintiffs agree to not construct any additional towers at the Glenacom Property beyond one tower at the Glenacom Facility. Homeland Towers represents that it has entered into a lease agreement with the owner(s) of the Glenacom Property, and that such lease agreement prohibits the construction of any additional towers at the Glenacom Property. Homeland Towers agrees to not amend such lease to remove the foregoing additional tower restriction contained in the foregoing lease.

7. This Amended Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not a party to this Amended Consent Order.

8. Plaintiffs and Defendants acknowledge that this Amended Consent Order was the product of negotiation by all parties through their counsel, including negotiation as to the language

set forth herein, and as such, to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Amended Consent Order, the ambiguity shall not be resolved based on who drafted the Amended Consent Order. The obligations of this Amended Consent Order apply to and are binding upon the parties, and any successors and assigns or other entities or persons otherwise bound by law.

9. This Amended Consent Order shall be deemed a Type II action under the New York State Environmental Quality Review Act, as it is the action of a court. 6 N.Y.C.R.R. § 617.5(c)(46).

10. The Court shall retain jurisdiction over this matter and the Plaintiffs or Defendants may, upon notice, move this Court to enforce this Amended Consent Order against any other party or any non-party.

**DEFENDANTS:**

---

Gregory L. Folchetti  
COSTELLO & FOLCHETTI  
1875 Route Six  
Carmel, NY 10512  
T. (845) 225-1900  
*Attorneys for Defendants*

**PLAINTIFFS:**

---

Robert D. Gaudio  
SNYDER & SNYDER LLP.  
94 White Plains Road  
Tarrytown, NY 10591  
T. (914) 333-0700  
*Attorneys for Plaintiffs*

Dated: October \_\_\_\_, 2022

**SO ORDERED:**

---

**The Honorable Philip M. Halpern  
United States District Judge**

LAW OFFICES OF  
**SNYDER & SNYDER, LLP**  
94 WHITE PLAINS ROAD  
TARRYTOWN, NEW YORK 10591

NEW YORK OFFICE  
445 PARK AVENUE, 9TH FLOOR  
NEW YORK, NEW YORK 10022  
(212) 749-1448  
FAX (212) 932-2693

LESLIE J. SNYDER  
ROBERT D. GAUDIOSO

DAVID L. SNYDER  
(1956-2012)

(914) 333-0700

FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS

rgaudioso@snyderlaw.net

NEW JERSEY OFFICE  
ONE GATEWAY CENTER, SUITE 2600  
NEWARK, NEW JERSEY 07102  
(973) 824-9772  
FAX (973) 824-9774

REPLY TO:

TARRYTOWN OFFICE

January 24, 2020

Honorable Chairman Craig Paepre  
and Members of the Planning Board  
Town of Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, New York 10541

Re: Application for site plan and special permit approval for  
Glencoma Lake: Walton Drive, Carmel, New York

Honorable Chairman Paepre  
and Members of the Planning Board:

We are the attorneys for Homeland Towers, LLC and New York SMSA Limited Partnership d/b/a Verizon Wireless (collectively, the "Applicants") in connection with their request for site plan and special permit approval to locate a public utility wireless telecommunications facility ("Facility") at the above captioned property ("Property"). The proposed Facility consists of a 140-foot tower and a fenced 30' x 85' compound for related equipment. The Property is located in the Residential Zoning District where the Facility is permitted in accordance with Section 156-62 of the Town of Carmel Zoning Code.

Verizon Wireless is a provider of personal wireless services, and is licensed by the Federal Communications Commission to provide wireless services throughout the New York metropolitan area, including the Town of Carmel.

In support of the foregoing, we are pleased to enclose two (2) checks made payable to the Town of Carmel, in the amount of \$3,500.00 (escrow application fee) and \$2,000.00 (site plan application fee), along with the following materials and one thumb drive with all documents contained thereon:

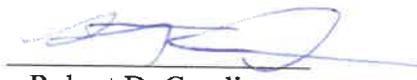
1. Eleven (11) copies of the Site Plan Application Form;
2. Two (2) copies of the Disclosure Statements;

3. Two (2) copies of the Vesting Deed with Easements, Covenants, and Restrictions;
4. Eleven (11) copies of the Site Plan Completeness Certification Form;
5. Eleven (11) copies of the Environmental Assessment Form with VEAFF;
6. Eleven (11) copies of the Structural Certification Letter;
7. Eleven (11) copies of the RF Exposure Report;
8. Eleven (11) copies of the Generator Noise Certification Letter;
9. Eleven (11) copies of the FAA Opinion Letter confirming that no FAA lighting or marking is required;
10. Eleven (11) copies of the Wetlands Certification Letter;
11. Eleven (11) copies of the Collocation Commitment Letter; and
12. Eleven (11) copies of the Visual Analysis Letter;
13. Eleven (11) copies of the Alternative Site Analysis;
14. Eleven (11) copies of the Setback Justification Letter; and
15. Five (5) copies of the Site Plan.

The enclosed Visual Analysis Letter includes the proposed methodology and dates for the balloon and crane tests in satisfaction of the Town Code Section 156-62P.

We thank you for your consideration, and look forward to discussing this matter at next Planning Board meeting. If you have any questions or require any additional documentation, please do not hesitate to contact me at 914-333-0700.

Snyder & Snyder, LLP

By:   
Robert D. Gaudioso

RDG:cae

Enclosures

cc: Homeland Towers  
Verizon Wireless  
Mahopac Fire Department  
P.O Box 267  
Mahopac, NY 10541

z:\ssdata\wpdata\ss3\rdg\homelandtowers\carmel\glencoma lake\pb filing\pb letter 1.23.2020.rtf



# TOWN OF CARMEL SITE PLAN APPLICATION



Per Town of Carmel Code – Section 156 - Zoning

SITE IDENTIFICATION INFORMATION		
<b>Application Name:</b> Glencoma Lake / NY054	<b>Application #</b>	<b>Date Submitted:</b>
<b>Site Address:</b> No. None    Street: Walton Drive    Hamlet: Mahopac		
<b>Property Location: (Identify landmarks, distance from intersections, etc.)</b>  ±600 feet southwest of intersection of Walton Drive and Summit Circle Drive		
<b>Town of Carmel Tax Map Designation:</b> Section 87.5    Block 1    Lot(s) 90	<b>Zoning Designation of Site:</b> Residential	
<b>Property Deed Recorded in County Clerk's Office</b> Date 3/14/1986    Liber 887    Page 026	<b>Liens, Mortgages or other Encumbrances</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Existing Easements Relating to the Site</b> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Describe and attach copies:  Utility easements	<b>Are Easements Proposed?</b> No <input type="checkbox"/> Yes <input type="checkbox"/> Describe and attach copies:	
<b>Have Property Owners within a 500' Radius of the Site Been Identified?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Attached List to this Application Form    Please see 1000' radius list on site plan.		
APPLICANT/OWNER INFORMATION		
<b>Property Owner:</b> Maple Hill Estates Homeowners Association, Inc.	<b>Phone #:</b> (914) 277-3652 <b>Fax#:</b>	<b>Email:</b> jncrary@yahoo.com
<b>Owners Address:</b> No.    Street: Maple Hill Drive    Town: Mahopac    State: NY Zip: 10541		
<b>Applicant (if different than owner):</b> Homeland Towers, LLC and Verizon Wireless	<b>Phone #:</b> (203) 297-6345 <b>Fax#:</b>	<b>Email:</b> cv@homelandtowers.us
<b>Applicant Address (if different than owner):</b> No. 9    Street: Harmony Street    Town: Danbury    State: CT Zip: 06810		
<b>Individual/ Firm Responsible for Preparing Site Plan:</b> Dewberry Engineers Inc.	<b>Phone #:</b> (973) 739-9400 <b>Fax#:</b>	<b>Email:</b>
<b>Address:</b> No. 600    Street: Parsippany Road, Suite 301    Town: Parsippany    State: NJ Zip: 07054		
<b>Other Representatives:</b> Robert D. Gaudioso of Snyder & Snyder, LLP	<b>Phone #:</b> (914) 333-0700 <b>Fax#:</b> (914) 333-0743	<b>Email:</b> rgaudioso@snyderlaw.net
<b>Address:</b> No. 94    Street: White Plains Road    Town: Tarrytown    State: NY Zip: 10591		
PROJECT DESCRIPTION		
<b>Describe the project, proposed use and operation thereof:</b>  The proposed project consists of an approximately 140-foot monopole tower and associated support equipment located within a fenced 30' x 85' fenced compound on a 50' x 100' lease area.		

## TOWN OF CARMEL SITE PLAN APPLICATION

PROJECT INFORMATION			
Lot size: Acres: <u>+ 70.49</u> Square Feet: <u>+3,070,669</u>		Square footage of all existing structures (by floor): N/A	
# of existing parking spaces: <u>N/A</u>		# of proposed parking spaces: <u>1</u>	
# of existing dwelling units: <u>N/A</u>		# of proposed dwelling units: <u>0</u>	
Is the site served by the following public utility infrastructure:			
<ul style="list-style-type: none"> <li>▪ Is project in sewer district or will private septic system(s) be installed? <u>N/A</u></li> <li>▪ If yes to Sanitary Sewer answer the following: <ul style="list-style-type: none"> <li>▶ Does approval exist to connect to sewer main? Yes: <input type="checkbox"/> No: <input type="checkbox"/></li> <li>▶ Is this an in-district connection? _____ Out-of district connection? _____</li> <li>▶ What is the total sewer capacity at time of application? _____</li> <li>▶ What is your anticipated average and maximum daily flow _____</li> </ul> </li> </ul>			
For Town of Carmel Town Engineer			
▶ What is the sewer capacity _____			
▪ Water Supply		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
If Yes: <ul style="list-style-type: none"> <li>▶ Does approval exist to connect to water main? Yes: <input type="checkbox"/> No: <input type="checkbox"/></li> <li>▶ What is the total water capacity at time of application? _____</li> <li>▶ What is your anticipated average and maximum daily demand _____</li> </ul>			
▪ Storm Sewer		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
▪ Electric Service		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	
▪ Gas Service		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
▪ Telephone/Cable Lines		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	
For Town of Carmel Town Engineer			
Water Flows _____			
Sewer Flows _____			
Town Engineer; Date _____			
What is the predominant soil type(s) on the site? <u>Charlton loam</u>		What is the approximate depth to water table? <u>&gt;6 feet</u>	
Site slope categories:		15-25% <u>100 %</u>	25-35% _____ %
Estimated quantity of excavation:		Cut (C.Y.) <u>6.47 C.Y.</u>	Fill (C.Y.) <u>3,372 C.Y.</u>
Is Blasting Proposed		Yes: <input type="checkbox"/> No: <input type="checkbox"/> Unknown: <input checked="" type="checkbox"/>	
Is the site located in a designated Critical Environmental Area?		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
Does a curb cut exist on the site? Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Are new curb cuts proposed? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	What is the sight distance? Left <u>N/A</u> Right <u>N/A</u>	
Is the site located within 500' of:			
• The boundary of an adjoining city, town or village		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	
• The boundary of a state or county park, recreation area or road right-of-way		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
• A county drainage channel line.		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
• The boundary of state or county owned land on which a building is located		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	

## TOWN OF CARMEL SITE PLAN APPLICATION

Is the site listed on the State or Federal Register of Historic Place (or substantially contiguous)  
 Yes:  No:

Is the site located in a designated floodplain?  
 Yes:  No:

Will the project require coverage under the Current NYSDEC Stormwater Regulations  
 Yes:  No:

Will the project require coverage under the Current NYCDEP Stormwater Regulations  
 Yes:  No:

Does the site disturb more than 5,000 sq ft  
 Yes:  No:

Does the site disturb more than 1 acre  
 Yes:  No:

Does the site contain freshwater wetlands?  
 Yes:  No:

Jurisdiction:  
 NYSDEC:  Town of Carmel:

*If present, the wetlands must be delineated in the field by a Wetland Professional, and survey located on the Site Plan.*

Are encroachments in regulated wetlands or wetland buffers proposed? Yes:  No:

Does this application require a referral to the Environmental Conservation Board? Yes:  No:

Does the site contain waterbodies, streams or watercourses? Yes:  No:

Are any encroachments, crossings or alterations proposed? Yes:  No:

Is the site located adjacent to New York City watershed lands? Yes:  No:

Is the project funded, partially or in total, by grants or loans from a public source?  
 Yes:  No:

Will municipal or private solid waste disposal be utilized?  
 Public:  Private:  N/A

Has this application been referred to the Fire Department? Yes:  No:

What is the estimated time of construction for the project?  
 ±3 months

ZONING COMPLIANCE INFORMATION			
Zoning Provision	Required	Existing	Proposed
Lot Area	120,000 sq. feet	±3,070,669 sq. feet	No Change
Lot Coverage	15%	N/A	No Change
Lot Width	200 feet	±448 feet	No Change
Lot Depth	200 feet	±2,562 feet	No Change
Front Yard	40 feet	±552 feet	No Change
Side Yard	25 feet	±78 feet	No Change
Rear Yard	40 feet	±384 feet	No Change
Minimum Required Floor Area	N/A	N/A	N/A
Floor Area Ratio	N/A	N/A	N/A
Height	75 feet	N/A	140 feet
Off-Street Parking	N/A	N/A	1
Off-Street Loading	N/A	N/A	N/A

## TOWN OF CARMEL SITE PLAN APPLICATION

<b>Will variances be required?</b> Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<b>If yes, identify variances:</b> A tower setback variance will be needed, as the minimum is 280 feet and the proposed is ±169 feet. A height variance is required unless a waiver is granted by the Planning Board.
<b>PROPOSED BUILDING MATERIALS</b>	
<b>Foundation</b>	Reinforced concrete and rebar
<b>Structural System</b>	Reinforced concrete and rebar
<b>Roof</b>	N/A
<b>Exterior Walls</b>	N/A
<b>APPLICANTS ACKNOWLEDGEMENT</b>	
I hereby depose and certify that all the above statements and information, and all statements and information contained in the supporting documents and drawings attached hereto are true and correct.	
Homeland Towers, LLC and Verizon Wireless <b>Applicants Name</b>	By:  <b>Applicants Signature</b>
Sworn before me this <u>22<sup>nd</sup></u> day of <u>February</u> 20 <u>20</u>	
 ROBERT D. GAUDIOSO Notary Public, State of New York No. 02GA5082847 Qualified in Westchester County Notary Public Commission Expires July 28, <del>199</del> <u>2021</u>	

**Maple Hill Estates, H.O.A. Inc.**

c/o Home Management Co.  
137 Mitchell Road  
Somers, NY 10589

**Letter of Authorization**

**Municipality:** Town of Carmel  
**Tax Parcel:** 87.5-1-90

Re: Owner Authorization

Maple Hill Estates Homeowners Association, Inc. the owner ("Owner") of the property identified as Maple Hill Estates, Maple Hill Road, Mahopac, NY 10541, Tax Parcel ID# 87.5-1-90 in the Town of Carmel, County of Putnam, State of New York, (the "Property") hereby authorizes Homeland Towers, LLC., ("Homeland") its agents, contractors and representatives as Owner's agents for the purpose of filing , executing and completing any application with the Town of Carmel and to obtain approvals necessary to permit Homeland's construction and operation of a wireless telecommunications facility on the Property.

Signature of Owner: *Y*

By: *Mary R. Tyson*

Name: Mary Tyson  
Title: President  
Date: *5/12/2018*

**MARLEN MESSINA**  
No. 01ME6210341  
Notary Public, State of New York  
Qualified in Putnam County  
My Commission Expires 08/17/20*21*

Sworn to before me

This *12<sup>th</sup>* day of *May*, 2018

*[Signature]*  
Notary Public

# TOWN OF CARMEL PLANNING BOARD

60 MCALPIN AVENUE, MAHOPAC, NY 10541 - 845-628-1500 - FAX 845-628-7085

## DISCLOSURE ADDENDUM STATEMENT TO APPLICATION, PETITION & REQUEST

Mindful of the provisions of Section 809 of the General Municipal Law of the State of New York, and Penal Provisions thereof as well, the undersigned applicant states that no State officer, Officer, or Employee of the Town of Carmel, or of the County of Putnam, has any interest, financial or otherwise, in this application or with, or in the applicant as defined in said statute, except the following person or persons who is or are represented to have only the following type of interest, in the nature and to the extent hereinafter indicated:

NONE

NAMES: ADDRESSES: RELATIONSHIP OR INTEREST  
(FINANCIAL OR OTHERWISE)

---

---

---

---

---

This disclosure addendum statement is annexed to and made a part of the petition, application and request made by the undersigned applicant to the following board or office or political subdivision of the Town of Carmel.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> CARMEL TOWN BOARD       | <input type="checkbox"/> ZONING ENFORCEMENT OFFICER       |
| <input checked="" type="checkbox"/> ZONING BOARD OF APPEALS | <input type="checkbox"/> ARCHITECTURAL REVIEW BOARD       |
| <input checked="" type="checkbox"/> BUILDING INSPECTOR      | <input type="checkbox"/> ENVIRONMENTAL CONSERVATION BOARD |
| <input checked="" type="checkbox"/> CARMEL PLANNING BOARD   | <input type="checkbox"/> OTHER                            |

DATED: 1-6-2020

  
INDIVIDUAL APPLICANT

CORPORATE APPLICANT

Homeland Towers, LLC

**TOWN OF CARMEL  
PLANNING BOARD**

60 MCALPIN AVENUE, MAHOPAC, NY 10541 - 845-628-1500 – FAX 845-628-7085

**DISCLOSURE ADDENDUM STATEMENT TO APPLICATION, PETITION & REQUEST**

Mindful of the provisions of Section 809 of the General Municipal Law of the State of New York, and Penal Provisions thereof as well, the undersigned applicant states that no State officer, Officer, or Employee of the Town of Carmel, or of the County of Putnam, has any interest, financial or otherwise, in this application or with, or in the applicant as defined in said statute, except the following person or persons who is or are represented to have only the following type of interest, in the nature and to the extent hereinafter indicated:

- NONE
- NAMES: ADDRESSES: RELATIONSHIP OR INTEREST  
(FINANCIAL OR OTHERWISE)

---

---

---

---

---

This disclosure addendum statement is annexed to and made a part of the petition, application and request made by the undersigned applicant to the following board or office or political subdivision of the Town of Carmel.

- |  |   |
|--|---|
| <input type="checkbox"/> CARMEL TOWN BOARD       | <input type="checkbox"/> ZONING ENFORCEMENT OFFICER       |
| <input type="checkbox"/> ZONING BOARD OF APPEALS | <input type="checkbox"/> ARCHITECTURAL REVIEW BOARD       |
| <input type="checkbox"/> BUILDING INSPECTOR      | <input type="checkbox"/> ENVIRONMENTAL CONSERVATION BOARD |
| <input type="checkbox"/> CARMEL PLANNING BOARD   | <input type="checkbox"/> OTHER                            |

DATED: \_\_\_\_\_

\_\_\_\_\_  
INDIVIDUAL APPLICANT



\_\_\_\_\_  
CORPORATE APPLICANT

Verizon Wireless

# TOWN OF CARMEL PLANNING BOARD

60 MCALPIN AVENUE, MAHOPAC, NY 10541 - 845-628-1500 - FAX 845-628-7085

## DISCLOSURE ADDENDUM STATEMENT TO APPLICATION, PETITION & REQUEST

Mindful of the provisions of Section 809 of the General Municipal Law of the State of New York, and Penal Provisions thereof as well, the undersigned applicant states that no State officer, Officer, or Employee of the Town of Carmel, or of the County of Putnam, has any interest, financial or otherwise, in this application or with, or in the applicant as defined in said statute, except the following person or persons who is or are represented to have only the following type of interest, in the nature and to the extent hereinafter indicated:

- NONE
- NAMES: ADDRESSES: RELATIONSHIP OR INTEREST  
(FINANCIAL OR OTHERWISE)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This disclosure addendum statement is annexed to and made a part of the petition, application and request made by the undersigned applicant to the following board or office or political subdivision of the Town of Carmel.

- |  |   |
|--|---|
| <input type="checkbox"/> CARMEL TOWN BOARD       | <input type="checkbox"/> ZONING ENFORCEMENT OFFICER       |
| <input type="checkbox"/> ZONING BOARD OF APPEALS | <input type="checkbox"/> ARCHITECTURAL REVIEW BOARD       |
| <input type="checkbox"/> BUILDING INSPECTOR      | <input type="checkbox"/> ENVIRONMENTAL CONSERVATION BOARD |
| <input type="checkbox"/> CARMEL PLANNING BOARD   | <input type="checkbox"/> OTHER                            |

DATED: 1/3/20

\_\_\_\_\_  
INDIVIDUAL APPLICANT

Maple Hill Estates, H.O.A. Inc. by John Conroy  
CORPORATE APPLICANT  
Property Manager

Form 4007-1-85 8H - Bargain and Sale Deed, with Covenant against Grantor's Acts - Individual or Corporation.

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

887 of 026

THIS INDENTURE, made the 14th day of March, nineteen hundred and eighty-six BETWEEN

MAPLE HILL ESTATES, INC., a New York Corporation with offices at Maple Hill Drive, Mahopac, Putnam County, New York 10541

party of the first part, and

MAPLE HILL ESTATES HOMEOWNER'S ASSOCIATION, INC. a Corporation formed under the Not-For-Profit Corporation Law of the State of New York, with its offices at Maple Hill Drive, Mahopac, Putnam County, New York 10541

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE and no/100 (\$1.00)--

lawful money of the United States, and other good and 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 designated as Lots 93 and 94 on certain maps entitled "Final Subdivision Plat of Maple Hill Estates", dated May 22, 1985, and filed in the Putnam County Clerk's Office on September 20, 1985, as Map Numbers 2078A and 2078B.

TOGETHER with the appurtenances and all the estate and rights the party of the first part in and to said premises:

SUBJECT TO the provisions of the Declaration of Covenants and Restrictions recorded in the Putnam County Clerk's Office, Division of Land Records on March 10, 1986, in Liber 886 Page 166, as the same may be amended from time to time by instruments recorded in the Putnam County Clerk's Office, Division of Land Records, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the premises, as though such provisions were recited and stipulated at length herein;

SUBJECT TO the right hereby reserved by the party of the first part to make minor revisions of lot and garage lines and street and parking area lines from those shown on the Subdivision Map in order to preserve the natural topography of the land and to increase the size of the lots and garages shown thereon to accommodate the proposed building or buildings thereon, such right including but not being limited to: the right to subtract from the premises insubstantial portions thereof for the purpose of adding such portion to one or more of the lots or garages shown on the Subdivision Map; the right to shift, in an insubstantial manner, the location of one or more lots or garages on the Subdivision Map and the location of a building or buildings on any such lot; and the right to change, in an insubstantial way, the location of streets or parking areas shown on the Subdivision Map; in connection with which the party of the second part hereby covenants that it will, if requested, execute,

TAX MAP DESIGNATION

Dist.

Sec.

Blk.

Lot(s).

33997

1 VOL 867 PAGE 028

~~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.

This conveyance is made in the regular course of business of the party of the first part.

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 incumbered 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.

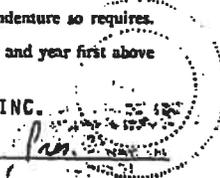
IN PRESENCE OF:

MAPLE HILL ESTATES, INC.

By *[Signature]* Pres.

MAPLE HILL ESTATES HOMEOWNERS ASSOCIATION, INC.

By *[Signature]*



STATE OF NEW YORK, COUNTY OF WESTCHESTER

VOL 887 PAGE 020

On the 14th day of March 19 86, before me personally came

JOHN L. ARONS

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

who, being by me duly sworn, did depose and say that he resides at Carmel, N.Y. that he is the PRESIDENT of MAPLE HILL ESTATES, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF WESTCHESTER

On the 14th day of March 19 86, before me personally came LOIS K. GRUEN

to me known, who, being by me duly sworn, did depose and say that she resides at No. Chappaqua N.Y.

that she is the President of MAPLE HILL ESTATES HOMEOWNERS ASSOCIATION, INC., the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that she signed her name thereto by like order.

*Michele Sargeant*

MICHELE SARGEANT  
Notary Public, State of New York  
No. 4718287  
Qualified in Westchester County  
Commission Expires March 20, 1986

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

*Michele Sargeant*  
MICHELE SARGEANT  
Notary Public, State of New York  
No. 4718287  
Qualified in Westchester County  
Commission Expires March 20, 1986

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed  
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. 7-96-26-112

MAPLE HILL ESTATES, INC.

TO

MAPLE HILL ESTATES HOMEOWNERS ASSOCIATION

TM 147-4-1.-9300 and 9400  
SECTION  
BLOCK  
LOT  
COUNTY OR TOWN Putnam County, Town of  
TAX BILLING ADDRESS Carmel  
c/o Goodhue Banks  
Arons & Pickett, 126 Barker St.  
Mt. Kisco, N.Y. 10549  
Recorded At Request of Ticor Title Guarantee Company

RETURN BY MAIL TO:

GOODHUE BANKS ARONS & PICKETT  
Attorney at Law  
126 Barker St.  
P.O. Box 120  
Mt. Kisco, N.Y. 10549  
24 No.



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

PUTNAM COUNTY CLERK'S OFFICE  
RECEIVED ON THE 17 DAY OF MAR 19 86  
AT 3:43 P.M. RECORDED IN  
BOOK No. 887 OF DEEDS  
AT PAGE 26 AND EXAMINED  
*[Signature]*  
CLERK

RECEIVED  
\$ 5,800.00  
REAL ESTATE  
MAR 17 1986  
TRANSFER TAX  
PUTNAM  
COUNTY

17.00  
Y. TAX  
CASH  
2:50  
PUTNAM COUNTY  
CLERK'S OFFICE  
MAR 17 1986

RIGHT OF WAY AGREEMENT.

L156 of 381

x

DATE LIBER 156 of 381

THIS AGREEMENT made the 23rd, day of April, 1930 between LINCOLNDALE HEIGHTS, INC., a domestic corporation with principal place of business at 159 west 25th Street, New York City, grantor, and NEW YORK STATE ELECTRIC AND GAS CORPORATION a domestic corporation with principal place of business at Ithaca, New York, grantee, and to include when hereinafter used its successors and assigns,

WITNESSETH that the grantor in consideration of one dollar and other good and valuable consideration paid by the grantee, the receipt whereof is hereby acknowledged, does hereby grant, release and convey unto the grantee, its successors and assigns, a right of way for a single pole line upon, over and across its lands and property, situate in the Town of Carmel, Putnam County New York, and the Town of Somers, Westchester County, New York, known as Lincoln-dale Heights and lying between the lands of one Hillel Friedberg and lands of the Estate of David Berman, as surveyed across said lands by the grantee and described as follows:

BEGINNING at a point on the boundary between the property of said grantor and the David Berman Estate; said point being about fifty feet south of the stone wall marking the boundary between Putnam and Westchester Counties and running thence south 87° 35' east thirty feet to a stake; thence North 82° 56' East two hundred and seventy-one feet to a stake located about five feet south of said County boundary; thence south 85° 57' east one thousand two hundred and ninety five feet along said County boundary to a stake; thence south 89° 20' east nine hundred fifty eight feet along and across said County boundary to a stake located about thirty five feet north of said County boundary and about twenty-nine feet west of the boundary between the properties of said grantor William C. Wood; thence north 11° 22' east four hundred and twenty two feet running parallel to said boundary between said Grantor and Wood and about twenty-nine feet therefrom to a stake; thence north 8° 09' east three hundred and fifty feet and continuing about twenty-nine feet from said boundary between said grantor and Wood to a stake; thence south 86° 18' east one thousand nine hundred and two feet running parallel to said boundary between said grantor and wood and about twenty-five feet therefrom to a stake located ten feet west of the wall marking the west side of Lovell Street; thence south 51° 19' east nine hundred and ninety seven feet across Lovell Street and the property of said Grantor to a point on the boundary line between the properties of said grantor and Hillel Friedberg. said point being about one hundred feet north of said boundary between Putnam and Westchester Counties

TOGETHER with the right to erect, inspect, operate, replace, maintain and remove from time to time, on said right of way, wood poles only, with the proper wires, cross-arms and other fixtures or appurtenances used or adopted for the transmission of electric current for any purpose whatsoever, including telephone lines.

TOGETHER with the right to enter upon said right of way for purposes aforesaid and formaking surveys

TOGETHER with the right to cut, trim and remove at any and all times such trees and underbrush upon said right of way within a distance of 25 feet each side of said wires as in the judgment of grantee may interfere with the construction or operation of its lines.

Said grantor reserves the right to use the lands occupied by right of way provided such use shall not interfere with or obstruct the rights herein granted

Except at the points of entry into the lands of the Grantor or within one hundred feet therefrom, the said grantee hereby covenants and agrees that it will at its own cost and expense, and upon reasonable notice, relocate such poles as may be necessary to conform to any road or street which may be constructed along said right of way, such relocation to be on a line approximately parallel with the present center line and not more than fifty feet therefrom, but in any case the Grantor may not require the grantee to relocate any poles to positions less than twenty five feet distant from the boundary line between the property of the grantor and the property now owned by William C. Wood.

This grant is made upon the express condition and the Grantee hereby covenants that it shall keep and hold the grantor its successors and assigns harmless and indemnify it against any and all damage or injury to persons or property of the grantor or of others arising from, by reason, of, or in any manner resulting from the maintenance, operation, use or presence of the above granted right of way or the said poles or pole lines, whether resulting from the fault or negligence of the grantee, its agents or servants or otherwise.\*

The grantor hereby warrants the title to the rights above granted and that it will execute or procure any further necessary assurance of the title to said premises.

IN WITNESS WHEREOF the grantor has hereunto set its hand and seal this 23rd day of April, 1930

Attest  
*Glaser*  
Glaser  
Secretary

LINCOLNDALE HEIGHTS INC (LS)  
By Henry Hellman  
President.

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER :SS.:

On the 23rd day of April, in the year one thousand nine hundred and thirty before me personally came HENRY HELLMAN to me known, who, being by me duly sworn, did depose and say that he resides in Scarsdale N.Y. that he is the President of the LINCOLNDALE HEIGHTS Inc. the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, that he signed his name thereto by like order.

MARIE E. FITZPATRICK  
Notary Public

Rec'd: 5/6/30

L 1564 422

## RIGHT OF WAY:

RECEIVED FROM NEW YORK STATE ELECTRIC & GAS CORPORATION one dollar (\$1.00) in consideration of which we hereby grant, convey and release unto said Company, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and at its pleasure remove its electric and telephone lines, or any parts thereof including the necessary poles wires, guys and appurtenances, for conducting and distributing electricity and for communication for any public and private use; to erect and maintain such extensions of poles and wires therefrom as said Company may now or from time to time deem necessary and to permit the attachment of the wires of any other Company or person; along, upon and across the highways which adjoin or are upon the property which we own or in which we have an interest situate on Lovell Street and the old Union Highway and Croton Falls Road in the Town of Carmel County of Putnam State of New York, with the right to trim now and from time to time, without further payment, any trees or brush along said line to a width of 10 feet on both sides of the line as from time to time maintained. The said Company shall pay for any other damages to said property for which the Company or its agents are responsible. Said damages to be ascertained by two disinterested free holders to be selected and paid one by grantee and one by grantor; they to select a third in case of non-agreement, who shall be paid one-half by grantee and one-half by grantor. It is understood that nothing in this agreement shall be construed to give said Company the right to trim trees or set poles outside the bounds of said highways

IN WITNESS WHEREOF we have hereunto set our hand and seal the 14 day of April, in the year 1930

Subscribed in my presence

LINCOLNDALE HEIGHTS INC (LS)  
Thelma Glaser (LS)

R. L. Butler

STATE OF NEW YORK )  
COUNTY OF NEW YORK :SS.:

On the 14 day of April, in the year 1930 before me personally came THELMA GLASER to me known who, being by me duly sworn, did depose and say that she resides in Brooklyn, N.Y.; that she is the secretary of the Lincoln Dale Heights Inc. the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that this seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; that she signed her name thereto by like order.

Recorded May 13, 1930

R. L. BUTLER  
acting in New York County under provision of the Executive law.  
Notary Public Cert. filed

At 10:27 A.M.

Ruth E. Townsend dep Clerk

## RIGHT OF WAY:

AGREEMENT, made this Eleventh day of October, 1933, by and between LINCOLNDALE HEIGHTS, INC. with principal place of business at 79 West 45th Street, New York City of the City of New York County of New York, and State of New York (hereinafter called the Grantor), and the NEW YORK STATE ELECTRIC & GAS CORPORATION a New York corporation, (hereinafter called the Grantee).

WITNESSETH: That in consideration of the mutual covenants herein contained and of the sum of One Dollar (\$1.00) in hand paid by the Grantee to the Grantor concurrently herewith, the receipt whereof is hereby acknowledged, the parties hereto hereby agree with each other as follows:

The Grantor hereby conveys to the Grantee, its successors and assigns, an option for an easement, right, privilege and right of way of the width of feet, upon, over and across the lands of the Grantor situated in the Town of Carmel, County of Putnam and State of New York and in the Town of Somers County of Westchester State of New York described as follows:

Being a right of way for three additional poles and necessary wires and fixtures, said poles to form H-frame structures and to be located on prior right of way granted by the grantor herein named to the New York State Electric and Gas Corporation by agreement dated April 23, 1930 and recorded in Putnam County Clerk's Office May 6, 1930 in Book 156 of Deeds page 361 and in Westchester County Register's Office May 1, 1930 in Liber 3030 of Deeds page 269; this agreement being supplemental thereto.

The exact location thereof to be selected by the Grantee after its final surveys have been made.

Together with the right to enter upon and erect, inspect, operate, replace, repair and perpetually maintain a line or lines of poles, and/or H-Frames with necessary wires, cross arms, guy wires, push braces and other usual fixtures and appurtenances used or adopted for the transmission of electric current for light, heat, power or any other purpose.

Together also with the right to trim, cut and remove at any and all times such trees and underbrush or other obstructions upon said right of way and upon a strip of land no feet in width along each side of said right of way as in the judgment of Grantee may interfere with or endanger said lines or any of their appurtenances when erected.

Together with the right to enter upon said land for the purpose of surveying the proposed route or routes for electric lines hereinabove referred to.

PROVIDED, however, any damage to the property of the Grantor (other than that caused by trimming, cutting and removing of trees and underbrush as hereinabove provided) caused by the Grantee, its successors and assigns, in maintaining or repairing said transmission line, shall be borne by the Grantee, its successors and assigns.



L.191 of 72

RIGHT OF WAY

RECEIVED FROM NEW YORK STATE ELECTRIC & GAS CORPORATION One Dollar (\$1.00) in consideration of which we hereby grant, convey and release unto said Company, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and at its pleasure remove its electric lines, or any part thereof including the necessary poles, wires, guys and appurtenances, for conducting and distributing electricity for public and private use, as said Company may now or from time to time deem necessary, along, upon and across the highways which adjoin or are upon the property which we own or in which we have an interest situate, at Lincolndale Heights, on Teakettle Spout highway and on highway extending from said highway to Mahopac in the Town of Carmel, County of Putnam, State of New York, with the right to trim, now and from time to time, without further payment, any trees or brush along said line to a width of ten feet on both sides of the lines as from time to time maintained. The said Company shall pay for any other damages to said property for which the Company or its agents are responsible. Said damages to be ascertained by two disinterested free holders to be selected and paid one by each party: they to select a third in case of non-agreement, who shall be paid one-half by each party. This in addition includes right to place and maintain guy wires and anchors just on fence or back of highways on out property, where necessary to maintain poles located in the highways.

IN WITNESS WHEREOF, We have hereunto set our hand and seal the 24th day of June, in the year 1933.

Subscribed in my presence  
F. H. Gardinier

LINCOLNDALE HEIGHTS Inc. (LS)  
By Henry Hellman, Pres. (LS)  
By President

STATE OF NEW YORK }  
COUNTY OF PUTNAM } SS:

On the 24th day of June, in the year 1933, before me personally came, Henry Hellman, to me known, who, being by me duly sworn, did depose and say that he resides in Scarsdale, N.Y. that he is the President of the Lincolndale Heights Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

( ) F. H. GARDINIER  
Notary Public, Putnam County

Recorded Nov. 13th, 1933.  
At 11:14 A.M.

Walter F. Townsend CLERK

The Understgnd, hereinafter called the GRANTOR, being the owner of or having an interest in land situate in the Town of Carmel of Putnam County of Putnam State of New York, fronting on the street or highway known as Union Valley Road and bounded westerly by the land of now or formerly David Parent. and easterly by the land of A. Perez

In Consideration of \$1.00 paid by the Grantee, hereby grants and releases unto the New York State Electric & Gas Corporation, a corporation organized under the laws of the State of New York, having its principal office at 108 East Green Street, Ithaca, New York, herein called the GRANTEE, its successors and assigns, the right, privilege, and authority to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove, a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures or appurtenances used or adopted for the transmission and/or distribution of electric current for public or private use, upon and over said land and property and/or the highways abutting or running through said land. The said line to be constructed and maintained, now and from time to time as deemed necessary by Grantee, in, along and/or adjacent to the aforementioned Union Valley Road with the necessary anchor or tree guys.

Together with the right to trim, cut, and remove trees and brush to the extent necessary to clear said wires and pole line by at least six (6) feet.

Provided, however, that any damage (other than for trimming, cutting, or removing trees, as above provided) to the property of the Grantor, caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee.

Dated this May 17th day of 1945

In Presence of:

(Subscribing Witness)
(Subscribing Witness)
(Subscribing Witness)
(Subscribing Witness)

Elizabeth B. Walton (L.S.)
Address: Ten Kettle Spout Rd. Mahopac, N.Y.
(L.S.)
Address:
(L.S.)
Address:
(L.S.)
Address:



GRANT OF EASEMENT

NY-P-198

STATE OF NEW YORK  
COUNTY OF Putnam

LIBER 405 PAGE 7

KNOW ALL MEN BY THESE PRESENTS: that the undersigned

TEAKETTLE SPOUT LAKES, INC., a New York Corporation, having  
its principal office at 181 Langham Street, County of Kings,  
City and State of New York

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of Two hundred Sixty-six  
and 00/100 Dollars (\$ 266.00)

paid by ALGONQUIN GAS  
TRANSMISSION COMPANY, a Delaware corporation, Grantee, the receipt and sufficiency of which is hereby acknowl-  
edged, does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reserva-  
tions herein stated a permanent right of way and easement, for the purpose of laying, constructing, maintaining, operating,  
altering, replacing, repairing and removing a pipeline or pipelines with valves, tie-overs and other appurtenant facilities,  
all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof or  
any liquids, gases or substances which can be transported through a pipeline; over, under, across, and upon the following

described land situated in the Town of Carmel, County of Putnam  
State of New York, to wit:

A certain tract or parcel of land situated in the Town of Carmel, conveyed to  
Teakettle Spout Lakes, Inc. by Homesite Associates Inc. by deed dated May 16, 1951  
and recorded in Deed Book 394, Page 398 in the Office of the Clerk of Putnam  
County.

It is hereby mutually understood and agreed that the grantor, its  
transferees and assigns, are hereby relieved of all liability and  
damages caused directly or indirectly by the existence of said pipelines,  
now or in the future; same being assumed by grantee, its transferees and  
assigns.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights  
herein granted, including but not limited to, the right to remove and to clear all rocks, trees, brush, limbs, structures,  
and other obstructions, which might interfere with the right of way, and the free and full right of ingress and egress  
over and across said lands and other adjacent lands of the Grantor to and from said right of way and easement.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of said land.

Grantee, by the acceptance hereof, shall be liable for physical damage which it causes by laying, repairing, maintaining,  
operating, or removing said pipeline or pipelines, to growing crops, timber, buildings and structures on Grantor's land. Said  
damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons; one to be  
appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns; the  
third by the two disinterested persons aforesaid; and the award of such three persons or any two of such three persons  
shall be final and conclusive.

The rights, title and privileges herein granted may be sold, leased, assigned, pledged, and mortgaged in whole or in  
part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, adminis-  
trators, successors, assigns and legal representatives. And the said Grantor covenants that he has not done or suffered  
anything whereby the said premises have been encumbered.

In the event Grantee lays more than one pipeline, Grantee shall pay to the then owner of the lands subjected to this  
easement the same consideration as that first stated above for each additional pipeline so laid upon said right of way.

It is mutually understood and agreed that the person securing this grant is without authority from Grantee to make  
any agreement in respect of the subject matter hereof not herein expressed.

Grantor does not guarantee number of rods shown on survey.

IN WITNESS WHEREOF Grantor has hereunto set its hand and seal this 30th day  
of November, A. D., 1951

..... L. S. .... L. S.  
Approved by: ..... L. S. .... L. S.  
ALGONQUIN GAS TRANSMISSION COMPANY ..... L. S.  
by: [Signature] ..... L. S.  
Land Agent. .... L. S.

ATTEST: .....  
Secretary .....  
TEAKETTLE SPOUT LAKES, INC.  
By: [Signature] .....  
President-Secretary

In consideration of \$1.00 and other considerations, I, the undersigned, hereby join in the execution of the above and  
foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this ..... day of ..... A. D., 195.....

[Signature]  
Tenant



INDIVIDUAL

On the \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me came

\_\_\_\_\_ and \_\_\_\_\_, to me known to be the individuals described in and who executed the foregoing instrument, and they severally acknowledged that they executed the same.

Notary Public

INDIVIDUAL

On the \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me came

\_\_\_\_\_ and \_\_\_\_\_, to me known to be the individuals described in and who executed the foregoing instrument, and they severally acknowledged that they executed the same.

Notary Public

DEC 8 1951 11

*W. A. ... Putnam*

PUTNAM COUNTY in Book No. 405 of \_\_\_\_\_  
on page \_\_\_\_\_ and compare  
with the Grant of Putnam on the \_\_\_\_\_ day of \_\_\_\_\_ 1951  
at \_\_\_\_\_ hours and \_\_\_\_\_ minutes of \_\_\_\_\_ of \_\_\_\_\_

Recorded, Deed Book \_\_\_\_\_  
Presented in office with Certificate and admitted to record at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
Court of \_\_\_\_\_  
Clark \_\_\_\_\_

GRANT OF EASEMENT

ALGONQUIN GAS TRANSMISSION COMPANY  
201 Connecticut Blvd.  
This Hartford Conn.

TO

STATE OF NEW YORK

CORPORATE

On the 1st day of December, 1951, before me personally came Ruth H. Brenner

to me known, who, being by me duly sworn, did depose and say that he resides in Mahopac, Putnam Co. NY; that he is the President & Secretary of Tenkettle Spout Lakes Inc.

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

ANDREW SIMONE  
Notary Public, State of New York  
Qualified in Putnam County No. 20  
Commission Expires March 31, 1952

*Andrew Simone*  
Notary Public



NEW YORK STATE ELECTRIC & GAS CORP. TRAVA DOCUMENT FILE

Brooklyn

RWC

72

**Testament**

Loc. Cornell - Wingolets  
Aub. 11055-900 Parcel No. 280-1

Maple Hill Estates, Inc.

NEW YORK STATE ELECTRIC & GAS CORPORATION

Date August 20, 1985

State of New York  
County of Putnam

Recorded on the 20th day of August, 1985  
at Putnam, New York  
in Book 349 of Deeds at  
Page 349 and certified  
by (Seal)

NY 870-MCE 350

**(Personal Acknowledgment)**

State of New York  
County of Putnam

On this 20th day of August, 1985, before me, the undersigned, personally appeared

to me, personally known and known to me to be the same person described in and who executed the within Instrument and duly acknowledged to me the execution of the same.

REMARKS

Paid from Working Fund

Ct. No. 1102 Date 11/20/85  
Ct. No. 1102 Date 11/20/85  
Auc. 1102 Date 11/20/85

RETURN TO

New York State Electric & Gas Corp.  
126 Main Street  
Briarcliff, N. Y.  
Attention: E. J. FLEETH

**(Subscribing Witness Acknowledgment)**

State of New York  
County of Putnam

On this 20th day of August, 1985, before me personally came

the subscribing witness to the foregoing Instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he makes at

to be the individual described in and who executed the foregoing Instrument; that he read and understands the contents and sense of the same; and that he, said witness, at the time this, subscribed is sane in witness whereof,

RECEIVED  
\$ 500.00  
REAL ESTATE TAX  
OCT 30 1985  
PUTNAM COUNTY  
COUNTY

(Notary Public)

58, 114 of 1 06 140

PUTNAM COUNTY

RECEIVED ON THE 30th DAY OF OCT 1985  
PUTNAM COUNTY CLERK'S OFFICE  
BOOK No. 349 AND EXAMINED  
AT PAGE 349 OF SAID

*[Signature]*  
CLERK

**(Corporate Acknowledgment With Seal)**

State of New York  
County of Westchester

On this 20th day of August, 1985, before me came JOHN L. RAIN'S

to me personally known, who, being by me duly sworn, did depose and say that he is the President of Maple Hill Estates, Inc.

*[Signature]*  
(Notary Public)

5807

Easement

THE UNDERSIGNED, hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the Town of Carmel, County of Putnam, State of New York, fronting on the street or highway known as Via Ora Boulevard and bounded westerly in part by the land of Parant and southerly by the land of New York State Electric & Gas Corp.

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants and releases unto NEW YORK STATE ELECTRIC & GAS CORPORATION (the Grantee), a corporation organized under the laws of the State of New York, having an office in the Town of Dryden (no street address), County of Tompkins, State of New York, its successors, assigns, by the Grantee,

A PERPETUAL EASEMENT AND RIGHT OF WAY, in, through, under, and to the extent necessary, upon and over said parcel of land for the purpose of installing electric cables, vaults, pipes, ducts, conduits and other necessary fixtures and appurtenances, including transformers and switching equipment, as may be used or adopted for the transmission and/or distribution of underground electric current for public or private use, with the right, privilege and authority now or at any time hereafter, to install, construct, operate, repair, inspect, maintain, extend, and at its pleasure remove such facilities, together with the right of ingress and egress to said facilities for all of the above purposes.

The easement and right of way granted and released is ten (10) feet in width throughout its extent, situate, lying, and being as follows:

The centerline of said Easement and right of way to begin at a point on Grantor's land, situate a distance of approximately eighty five (85) feet northerly of Grantor's water treatment plant and easterly of Grantor's roadway, thence extending in a southerly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately ten (10) feet to a point; said point being approximately seventy five (75) feet northerly of Grantor's waste treatment plant.

PROVIDED HOWEVER, that any damage done by the Grantee to the property of the Grantor, while constructing, repairing, inspecting, removing or extending its facilities, shall be borne by the Grantee.

RESERVING, HOWEVER, to the Grantor(s), the right to cross and re-cross, and make such other uses of said easement and right of way area as will not interfere with, obstruct or endanger any rights as aforesaid granted and which shall not disturb the grade of the ground of said easement and right of way area.

AND FURTHER PROVIDED, that no structure shall be erected and no excavating, mining or blasting shall be undertaken within the limits of said easement and right of way without the written consent of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 17th day of October, 1985

IN PRESENCE OF:

MAPLE HILL ESTATES, INC. (L.S.)
By: [Signature] President

Address: 126 Barker Street
Mt. Kisco, New York 10549

Address:



29507

FILE 871 PAGE 230

NEW YORK STATE

NEW YORK STATE ELECTRIC & GAS CORP.-ITHACA DOCUMENT FILE

(Corporate Acknowledgment With Seal)

(Subscribing Witness Acknowledgment)

(Personal Acknowledgment)

State of New York  
County of Westchester  
On this 17th day of October  
1985 before me came  
John L. Arsons  
do personally known, who, being by me duly sworn, did  
depose and say that he resides at  
Cherry Hill Road  
in the Town of  
Carmel  
and that he is President  
of Maple Hill Estates, Inc.  
the corporation described in and which executed the above  
instrument that he knows the seal of said Corporation;  
that the seal affixed to said instrument is such corporate seal  
and that it was so affixed by order of the Board of Directors of  
said Corporation, and that he signed plus name thereto  
by the words.

State of New York  
County of  
On this day of  
19 before me personally came  
the subscribing witness to the foregoing instrument, with  
whom I am personally acquainted, who being by me duly  
sworn, did depose and say that he resides at  
in the  
of  
that he knows  
to be the individual described in and who executed the  
forgoing instrument; that he, said subscribing witness,  
was present and saw execute the same;  
and that he, said witness, at the same time, subscribed  
his name as witness thereto.

State of New York  
County of  
On this day of  
19 before me, the subscriber, personally appeared  
to me personally known and known to me to be the same  
person described in and who executed the within instru-  
ment and duly acknowledged to me the execution of the  
same.

Maple Hill Estates, Inc.  
NEW YORK STATE ELECTRIC  
& GAS CORPORATION  
Dated October 17, 1985  
State of New York  
County of Westchester  
Recorded on the day of  
19  
at  
In Book  
Page

DEBRA A. DRABE  
(Notary Public)  
Notary Public, State of New York  
Qualified in Orange County  
My Commission Expires March 27, 1984  
PUTNAM COUNTY CLERK'S OFFICE  
RECEIVED ON THE 4 DAY OF 22-22-1985  
AT 12:11 P.M. IN RECORDED IN  
BOOK No. 3771 OF 286226  
AT PAGE 222 AND EXAMINED  
Clerk

RECEIVED  
TRANSFER TAX  
NOV 4 1985  
PUTNAM COUNTY

RECEIVED  
REAL ESTATE  
NOV 4 1985  
PUTNAM COUNTY

Easement

THE UNDERSIGNED, hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the Town of Carmel, County of Putnam, State of New York, fronting on the street or highway known as Kia Ora Boulevard and bounded westerly in part by the land of Parant and southerly by the land of New York State Electric & Gas Corp.

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants and releases unto NEW YORK STATE ELECTRIC & GAS CORPORATION (the Grantee), a corporation organized under the laws of the State of New York, having an office in the Town of Dryden (no street address), County of Tompkins, State of New York, its successors, assigns, by the Grantor,

A PERPETUAL EASEMENT AND RIGHT OF WAY, in, through, under, and to the extent necessary, upon and over said parcel of land for the purpose of installing electric cables, vaults, pipes, ducts, conduits and other necessary fixtures and appurtenances, including transformers and switching equipment, as may be used or adopted for the transmission and/or distribution of underground electric current for public or private use, with the right, privilege and authority now or at any time hereafter, to install, construct, operate, repair, inspect, maintain, extend, and at its pleasure remove such facilities, together with the right of ingress and egress to said facilities for all of the above purposes.

The easement and right of way granted and released is ten (10) feet in width throughout its extent, situate, lying, and being as follows:

The centerline of said Easement and right of way to begin at a point on Grantor's land, situate a distance of approximately eighty five (85) feet westerly of Grantor's waste treatment plant and easterly of Grantor's roadway, thence extending in an easterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately ten (10) feet to a point; said point being approximately seventy five (75) feet westerly of Grantor's waste treatment plant.

PROVIDED HOWEVER, that any damage done by the Grantee to the property of the Grantor, while constructing, repairing, inspecting, removing or extending its facilities, shall be borne by the Grantee.

RESERVING, HOWEVER, to the Grantor(s), the right to cross and re-cross, and make such other uses of said easement and right of way area as will not interfere with, obstruct or endanger any rights as aforesaid granted and which shall not disturb the grade of the ground of said easement and right of way area.

AND FURTHER PROVIDED, that no structure shall be erected and no excavating, mining or blasting shall be undertaken within the limits of said easement and right of way without the written consent of the Grantee.

IN WITNESS WHEREOF, the Grantor ha s. hereunto set its hand and seal this 17th day of October, 1985.

IN PRESENCE OF:

MAPLE HILL ESTATES, INC. BY: [Signature] President (L.S.) Address: 128 Barker Street Mt. Kisco, New York 10549 (L.S.)



ENC 22508 535

Doc: 871

Page 232

New York State Electric & Gas Corp.-ITHACA DOCUMENT FILE

BRUNSTER

4

Assignment

Maple Hill Estates URD  
11055-900  
11-70  
11835-4

State of New York  
County of ...

On this ... day of ...  
before me, the undersigned, personally appeared

Maple Hill Estates, Inc.

NEW YORK STATE ELECTRIC & GAS CORPORATION

Dated October 17, 1985

State of New York  
County of ...

Recorded on the 4 day of October 1985

In Book 3124 PM of Book at ...

Page 23 and examined

(Click)

(Subscribing Witness Acknowledgment)

State of New York  
County of ...

On this ... day of ...  
before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides at

in the ... Town,  
of ... County,  
and that he is ... President  
of Maple Hill Estates, Inc.

the corporation described in and which executed the above instrument that he knows the seal of said Corporation; that it was so affixed to said instrument in such corporate seal; and that he, said witness, at the same time, subscribed his name as witness thereto.

(Notary Public)

Nov 4 3 24 PM '85  
PUTNAM COUNTY  
CLERK

OCT 28 1985

RETURN TO  
CORPORATE DOCUMENT DEPARTMENT  
NEW YORK STATE ELECTRIC & GAS CORP.  
POST OFFICE BOX 207  
ITHACA, NEW YORK 14850

(Corporate Acknowledgment 17th Seal)

State of New York  
County of Westchester

On this 17th day of October 1985, before me came JOHN A. BRUNSTER, in me personally known, who, being by me duly sworn, did depose and say that he resides at

CHERRY HILL ROAD in the Town,  
of ... County,  
and that he is ... President  
of Maple Hill Estates, Inc.

the corporation described in and which executed the above instrument that he knows the seal of said Corporation; that it was so affixed to said instrument in such corporate seal; and that he, said witness, at the same time, subscribed his name as witness thereto.

(Notary Public)

DIANE A. DRISKE  
Notary Public, State of New York  
Qualified in Orange County  
My Commission Expires March 30, 1986

RECEIVED  
REAL ESTATE  
NOV 4 1985  
TRANSFER TAXES  
PUTNAM COUNTY

UNDERGROUND LINE EASEMENT

THIS INDENTURE made the 17th day of October 1985 by and between Maple Hill Estates, Inc., having an office at 126 Barker Street, Town/Village of Mount Kisco, County of Westchester, State of New York, hereinafter called the "Grantors", and NEW YORK STATE ELECTRIC & GAS CORPORATION, a public service corporation of the State of New York, having its principal office at Town of Dryden (no street address), County of Tompkins, State of New York, and the NEW YORK TELEPHONE COMPANY, a corporation of the State of New York, having its principal office at 1095 Avenue of The Americas, New York, N.Y., together hereinafter referred to as the "Companies".

WITNESSETH

That the Grantors, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the Companies, the receipt whereof is hereby acknowledged, has granted and released and does hereby grant and release to the Companies, their successors and assigns, the exclusive and permanent right of way and easement to install, construct, extend, build, replace, relocate, operate, repair, maintain, renew and at their pleasure remove, underground street lighting, electric, gas and communication systems, including cables, conduits, wires, pedestals, closures, handholes, transformers, switching equipment, gas pipes and pipelines and such other appurtenant or supporting apparatus, structures or markers as the Companies, or such assignees as the Companies may elect, may now or shall from time to time hereafter deem necessary for the transmission and distribution of electricity and gas and the rendition of communication service upon, aboveground, under, through and across strips of land ten (10) feet in width owned by Grantors situate in Town of Carmel, County of Putnam, State of New York, the centerline of said easement strip described on Exhibit "A", attached hereto and made a part hereof, including the right to extend lateral service lines to all buildings now or hereafter constructed upon lots abutting said easement strip with the further right to cut roots or remove any trees, shrubs, or other obstructions within or adjacent to the easement area herein described, as shall be reasonably necessary to keep cables, conduits, pipes, wires and other appurtenant apparatus free from interference, together with the right of way and easement for the passage of man, vehicles and machines as shall be deemed necessary by the Companies for all the above purposes.

29509

VOL 871 PAGE 234

It being the understanding of the parties hereto that the exclusive and permanent right of way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip and surface or subsurface structures or excavating, mining or blasting within the limits of said easement and right of way, without the prior written consent of the Companies; but it is not intended to prohibit crossings of said easement strip, or other uses of said easement and right of way area, so long as said crossings or other uses do not interfere with the operation and maintenance of the Companies' facilities, or damage or endanger such facilities.

The Grantors further agree to include an adequate reference to the easement herein granted and any subordination agreement referable thereto (1) in any Declaration duly executed and recorded in accordance with Article 9B of the Real Property Law, and (2) in any Deed given under said Article 9B, or otherwise.

The cost of any damage done by the Companies to the property of the Grantors while installing, constructing, extending, replacing, relocating, operating, repairing, maintaining, renewing or removing their facilities shall be borne by the Companies, excluding paved, curbed and/or landscaped areas created prior to the Companies initial installations.

Grantors agree with the Companies, on behalf of themselves, their successors and assigns, and as a covenant running with the land, that the existing grade following the installation of the Companies' facilities will remain undisturbed and unchanged.

TO HAVE AND TO HOLD the rights hereby unto the said Companies, their successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 17th day of October, 1985.

MAPLE HILL ESTATES, INC.

By

*John H. ...* President



EXHIBIT "A"

The centerline of said easement strip and right of way to be located as follows:

Beginning at the Companies' pole numbered 4 of line number 1897, situate off the southerly side of Kia Ora Boulevard on Grantor's land, thence extending in a southwesterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of one hundred seventy (170) feet to the Companies' junction cabinet numbered U1 of line number 4020 where the said easement strip diverts in two directions described as follows:

Direction No. 1

Beginning at the aforementioned Companies' junction cabinet numbered U1 of line number 4020, thence extending in a westerly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately fifty (50) feet to the Companies' padmounted transformer numbered U1-1 of line number 4020; said Companies' padmounted transformer being easterly of Unit Number 24.

Direction No. 2

Beginning at the aforementioned Companies' junction cabinet numbered U1 of line number 4020, thence extending in a southerly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately two hundred twenty five (225) feet to the Companies' junction cabinet numbered U2 of line number 4020, where the said easement strip diverts in three directions described as follows:

Direction No. 2A

Beginning at the aforementioned Companies' junction cabinet numbered U2 of line number 4020, thence extending in a westerly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately one hundred sixty (160) feet to a point; thence continuing in a northwesterly direction in, through, and under and to the extent necessary upon and over Grantor's land a distance of approximately sixty (60) feet to the Companies' padmounted transformer numbered U2-1 of line number 4020; said Companies' padmounted transformer being southwesterly of Unit Number 33.

Inv. 871 PAGE 236

Direction No. 2B

Beginning at the aforementioned Companies' junction cabinet numbered U2 of line number 4020, thence extending in an easterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately eighty five (85) feet to the Companies' padmounted transformer numbered U1 of line number 4025, thence continuing in a northeasterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately one hundred ninety five (195) feet to the Companies' padmounted transformer numbered U2 of line number 4025, thence continuing in a southeasterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately seventy (70) feet to the Companies' padmounted transformer numbered U3 of line number 4025, thence continuing in a southerly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately two hundred thirty (230) feet to the Companies' padmounted transformer numbered U4 of line number 4025, thence continuing in a southwesterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately fifty (50) feet to the Companies' padmounted transformer numbered U5 of line number 4025, said Companies' padmounted transformer being northerly of Unit Number 13.

Direction No. 2C

Beginning at the aforementioned Companies' junction cabinet numbered U2 of line number U4020, thence extending in a southwesterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately two hundred twenty (220) feet to the Companies' junction cabinet numbered U3 of line number 4020, where the said easement strip diverts in two directions described as follows:

Direction No. 3

Beginning at the aforementioned Companies' junction cabinet numbered U3 of line number 4020, thence extending in a southwesterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately one hundred ten (110) feet to the Companies' junction cabinet numbered U4 of line number 4020 where the said easement strip diverts in three directions described as follows:

Direction No. 3A 0:

Beginning at the aforementioned Companies' junction cabinet numbered U4 of line number 4020, thence extending in a northerly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately forty (40) feet to a point; thence continuing in a westerly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately forty (40) feet to a point thence continuing in a northwesterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately one hundred seventy five (175) feet to the Companies' padmounted transformer numbered U4-1 of line number 4020; said Companies' padmounted transformer being southwesterly of Grantor's clubhouse.

Direction No. 3B

Beginning at the aforementioned Companies' junction cabinet numbered U4 of line number 4020, thence extending in a westerly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately two hundred ten (210) feet to the Companies' switchgear and padmounted transformer numbered U5 of line number 4020, thence continuing in a northerly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately fifty (50) feet to the Companies' padmounted transformer numbered U5-1 of line number 4020; said Companies' padmounted transformer being southwesterly of Unit Number 62.

Direction No. 3C

Beginning at the aforementioned Companies' junction cabinet numbered U4 of line number 4020, thence extending in a southeasterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately one hundred ten (110) feet to the Companies' padmounted transformer numbered U4-6 of line number 4020; said Companies' padmounted transformer being northeasterly of Unit Number 54.

Direction No. 4

Beginning at the aforementioned Companies' junction cabinet numbered U3 of line number 4020, thence extending in a southeasterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately one hundred eighty five (185) feet to a point,

thence continuing in a southwesterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately ninety five (95) feet to the Companies' padmounted transformer and Companies' junction cabinet numbered U2 of line number 4026, where the said easement strip diverts in two directions described as follows:

Direction No. 4A

Beginning at the aforementioned Companies' padmounted transformer and Companies' junction cabinet numbered U2 of line number 4026, thence extending in a southeasterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately sixty (60) feet to a point, thence continuing in a southerly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately ninety (90) feet to the Companies' padmounted transformer numbered U3 of line number 4026; said Companies' padmounted transformer being northerly of Unit Number 43.

Direction No. 4B

Beginning at the aforementioned Companies' padmounted transformer and Companies' junction cabinet numbered U2 of line number 4026, thence extending in a northeasterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately one hundred thirty (130) feet to the Companies' padmounted transformer numbered U2-1 of line number 4026; said Companies' padmounted transformer being northwesterly of Unit Number 34.

The property within which the said easement and right of way is to be located was conveyed to Maple Hill Estates, Inc. by Teakettle Lake Estates, on March 20, 1985, and recorded in the Putnam County Clerk's office on March 28, 1985, in Liber 843 of Deeds at Page 202 and is depicted on two certain maps entitled "Final Subdivision Plat of Maple Hill Estates" filed in the Putnam County Clerk's office on June 19, 1985 as maps numbered 2078A and 2078B.

FORM 871 REV 2-85

NEW YORK STATE ELECTRIC & GAS CORP. - ITHACA DOCUMENT FILE Brewster NYC 4

26.00  
TAX EXEMPT

(Corporate Acknowledgment With Seal)

STATE OF NEW YORK )  
COUNTY OF )

ERSEMENT  
Lane Maple Hill Estates URD  
Auth. 11055-900 Parcel No. 390-65  
Area cost center number 11-70  
Construction W.O. No. 11835-4  
Maple Hill Estates, Inc.

On this 17th day of October  
1985, before me came  
John L. Arons  
to me personally known, who, being by me duly  
sworn, did depose and say that he resides at  
Cherry Hill Road

TO  
NEW YORK STATE ELECTRIC  
& GAS CORPORATION  
AND  
NEW YORK TELEPHONE COMPANY

in the Town  
of Carmel  
of Maple Hill Estates, Inc.

Dated October 17, 1985

the corporation described in and which executed  
the above instrument that he knows the seal of  
said Corporation; that the seal affixed to said  
Instrument is such corporate seal; that it was  
so affixed by order of the Board of Directors of  
said Corporation, and that he signed his name  
thereto by like order.

STATE OF NEW YORK )  
COUNTY OF )  
Recorded on the 4 day of  
at 3:24 P.M. 1985  
In Book 871 of Deeds at  
Page 653 and examined.

RECEIVED  
\$ 26.00  
REAL ESTATE  
NOV 4 1985  
TRANSFER TAX  
PUTNAM  
COUNTY

DEBRA A. DRANE  
(Notary Public)

Consideration on this Document  
is less than \$100.00.

RETURN TO  
CORPORATE RECORDS CENTER  
NEW YORK STATE ELECTRIC & GAS CORP.  
POST OFFICE BOX 287  
ITHACA, NEW YORK 14851

OCT 28 1985

EWL 873 PAGE 296

### Easement

The undersigned, hereinafter called the Grantor(s), being the owner of or having an interest in land situate in the Town of Carmel of Carmel County of Fulton State of New York, fronting on the street or highway known as Union Valley Road and bounded easterly in part by the lot of Kia Ora Boulevard and westerly in part by the lot of Parent

In consideration of \$1.00 paid by the Grantee, hereby grants and releases unto the NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at Town of Dryden, (no street address), County of Tompkins, State of New York, herein called the Grantee, its successors and assigns, its or their lessees or licensees, the right, privilege, and authority at anytime to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures and appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph communication for public or private use, upon and over said land and property and/or the highways abutting or running through said land. The easement and right of way hereby granted and released is twenty (20) feet in width throughout its extent, situate, lying and being as follows:

The centerline of said Easement and right of way to begin at Grantor's pole numbered 7852 of line number 747, situate on the northerly side of Union Valley Road, thence extending in a southeasterly direction upon and over said road and Grantor's land a distance of approximately three hundred forty (340) feet to a point, thence continuing in a southerly direction upon and over Grantor's land a distance of approximately one hundred forty five (145) feet to a point; said point being off the southerly side of Kia Ora Boulevard.

Together with free ingress and egress for all the above purposes including the right now and from time to time to trim, cut, burn and remove by manual, mechanical or chemical means trees, brush and other obstructions within said easement and right of way.

Provided, however, that any damage (other than for trimming, cutting, or removing trees, as above provided) to the property of the Grantor(s), caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee.

Reserving, however, to the Grantor(s) the right to cultivate the ground between said poles and supporting structures and beneath said wires and fixtures and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, and no excavating, mining or blasting shall be undertaken within the limits of the right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of ten (10) feet or more from Grantee's aerial wires with equipment or otherwise.

In Witness Whereof, the Grantor(s) hereunto set its hand and seal this 7th day of November, 1985.

In Presence of:

MAPLE HILL ESTATES, INC.

By: John Thomas Pao  
 Address: C. H. Pao, 146 Park  
Carmel, New York  
 (L.S.)  
 Address: \_\_\_\_\_  
 (L.S.)  
 Address: \_\_\_\_\_  
 (L.S.)  
 Address: \_\_\_\_\_



New York State Electric & Gas Corp. - Tracta Document File

BREVETED

NWC-4

**Encement**

(Personal Acknowledgment)

(Subscribing Witness Acknowledgment)

(Corporate Acknowledgment With Seal)

Lic. Maple Hill Estates Reconstructor  
Auth. 11055-900 Panel No. 350-66  
Area center number 11-70  
Construction W. O. No. 11895-1

State of New York  
County of Westchester

State of New York  
County of Westchester

State of New York  
County of Westchester

Maple Hill Estates, Inc.

TO  
NEW YORK STATE ELECTRIC  
& GAS CORPORATION

Dated November 7, 1985

State of New York  
County of Westchester

Recorded on the 22 day of November, 1985  
at 11:11 o'clock P. M.  
In Book 873 of Deeds at  
Page 296 and extended

REMARKS  
Self

This verified by their  
Paid from Working Fund  
Cl. No. Amt. Date  
Cl. No. Amt. Date

Consideration on this Document  
is less than \$100.00

1305

RETURN TO

CORPORATE RECORDS CENTER  
NEW YORK STATE ELECTRIC & GAS CORP.  
POST OFFICE BOX 287  
ITHACA, NEW YORK 14851

NOV 18 1985



VOL 873 PAGE 297  
NOV 22 11 11 PM '85  
PUTNAM COUNTY  
RECORDS CENTER

ROBERT L. MCNEERTY  
Notary Public  
100 West Street, New York, N.Y. 10038  
Comm. Exp. 03/31/87

Robert L. McNeerty  
(Notary Public)

On this 7th day of November, 1985, before me came John L. Axonis, to me personally known, who, being by me duly sworn, did depose and say that he resides at Cherry Hill Road in the Town of Carmel and that he is President of Maple Hill Estates, Inc., the corporation described in and which executed the above instrument that he knew the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by the order.

On this day of 1985, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides at in the that he knew to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time, subscribed his name as witness thereto.

On this day of 1985, before me, the subscriber, personally appeared to me personally known and known to me to be the same person, described in and who executed the within instrument and duly acknowledged to me the execution of the same.

EVOL 886 PAGE 166

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made on the 10th day of March, 1986 by MAPLE HILL ESTATES, INC., a New York Corporation, having its principal place of business at Maple Hill Drive, Mahopac, New York, 10541, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the Town of Carmel, County of Putnam, State of New York shown on the maps entitled "Final Subdivision Plat of Maple Hill Estates, situate in Town of Carmel, County of Putnam, New York" filed in the Putnam County Clerk's Office (Division of Land Records) on September 20, 1985, as Map Nos. 2078A and 2078B, which real property is more particularly described on Schedule "A" annexed hereto and is hereinafter referred to as the "Property"; and

WHEREAS, Declarant is developing on the Property a residential development to be known as MAPLE HILL ESTATES; and

WHEREAS, Declarant desires to subject the Property to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, reservations, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, reservations, covenants, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each such party.

ARTICLE I  
DEFINITIONS

Section 1. "Declarant" shall mean and refer to MAPLE HILL ESTATES, INC. and its successors and assigns.

Section 2. "Association" shall mean and refer to the MAPLE HILL ESTATES HOMEOWNERS ASSOCIATION, INC., its successors and assigns, a corporation organized under the Not-for-Profit Corporation Law of the State of New York. The Certificate of Incorporation of the Association was filed in the Department of State of the State of New York on June 10, 1985.

Section 3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Subdivision Map" shall mean and refer to the maps entitled "Final Subdivision Plat of Maple Hill Estates, situate in the Town of Carmel, County of Putnam, New York" filed in the Putnam County Clerk's Office (Division of Land Records) on September 20, 1985 as Map Nos. 2078A and 2078B as the same may be amended further from time to time.

33746

**Section 6. "Property"** shall mean and refer to all the real property shown on the Subdivision Map.

**Section 7. "Common Areas"** shall mean all real property owned by the Association for the common use and enjoyment of the Members of the Association.

**Section 8. "Lot"** shall mean and refer to each numbered plot of land shown on the Subdivision Map, with the exception of the Common Areas and the Garages.

**Section 9. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest mainly as security for the performance of an obligation.

**Section 10. "Dwelling Unit" or "Unit"** shall mean and refer to any portion of the structure erected on a Lot designed and intended for use and occupancy as a residence.

**Section 11. "Garage"** shall mean each numbered plot of land shown on the Subdivision Map from 72 through and including 92.

#### ARTICLE II MEMBERSHIP IN THE ASSOCIATION

**Section 1. Membership.** Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association. No Owner shall have more than one membership, regardless of the number of Lots owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. Ownership of a Lot shall be the sole qualification for membership. Membership in the Association shall lapse and terminate when a Member shall cease to be an Owner.

**Section 2. Voting Membership.** The Association shall have two classes of voting membership. Class "A" Members shall be all Owners of Lots other than the Declarant. Each Class "A" Member shall have one vote even if such Member owns more than one Lot. Class "A" Members shall not be entitled to vote with respect to any Association matter until the first annual meeting to be held within sixty (60) days after the earlier of the second anniversary of the conveyance of the first Lot or the Declarant has conveyed thirty-five (35) Lots. The Class "B" Member shall be the Declarant which will elect the Directors until the first annual meeting. So long as Declarant owns at least one (1) lot, Declarant shall be entitled to elect one Director. Class "B" membership will terminate at such time as Declarant no longer owns at least one Lot. When more than one person (or entity) owns any Lot, their vote shall be exercised as they, among themselves, determine but in no event will a split vote nor more than one vote be cast with respect to any such Lot.

#### ARTICLE III PROPERTY RIGHTS

**Section 1. Title to the Common Areas.** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas to the Association, free and clear of all mortgages, liens and encumbrances except such encumbrances and conditions as are set forth herein on the Subdivision Map and such other encumbrances and conditions as are set forth on Schedule B annexed hereto. Declarant further covenants that it will convey title to the Common Areas to the Association prior to or simultaneously with the first conveyance of title to a Lot.

Vol. 886 P. 160

- (a) the right of the Association to promulgate rules and regulations to control use of the Common Areas.
- (b) the right of the Association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the Common Areas, and the rights of such mortgagee shall be subordinate to the rights of the Owners hereunder.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes as may be deemed necessary by the Board of Directors.
- (d) the By-Laws of the Association, as the same are amended from time to time.
- (e) the right of individual Members for themselves and their guests, to the use of common parking spaces not designated for individual Lots.
- (f) the right of the Declarant and the Association to build additional recreational facilities on the Common Areas.

**Section 3. Easements.**

**A. General Utility Easements.** All Lots, Garages and Common Areas shall each be subject to the rights of the Declarant and its assignees and the Association and its assignees to an Easement hereby reserved on, under, through, and over said Lots, Garages and Common Areas for the purpose of installation, maintenance, repair and replacement of drainage, sanitary sewers, water, electric, telephone, cable television, and any other utilities and appurtenances thereto to serve the Property. The aforesaid Easement is in addition to and includes, but is not limited to, utility easements set forth in Schedule B annexed hereto, or easements to be established and granted by the Declarant or the Association to utility companies which right the Declarant hereby reserves for itself, its successors and assigns.

**B. Easement for Streets, Snowplowing and Landscaping.** Perpetual easements for the installation, maintenance, repair and replacement of streets, walks, parking areas, landscaping and other improvements are hereby reserved in, on, under and over all Lots, Garages and Common Areas for the exclusive benefit of the Declarant and its assignees and for the Association and its assignees. An additional perpetual easement is hereby reserved in, on and over all Lots, Garages and Common Areas for snow removal and storage purposes. Lot owners shall have a perpetual easement of ingress and egress for all purposes over the streets, walks, parking areas and lawns on the Property. Declarant expressly reserves the right for itself, its successors and assigns and for the Association and its assignees, to grant Easements over the Common Areas to public authorities.

**Section 4. During Construction.** As long as sales and construction on the Property continue, Declarant for itself, its successors, assigns and employees, reserves the right to go through, over and across the Common Areas and to show the Common Areas to prospective purchasers of Lots, to complete construction on the Common Areas, the Lots and the Garages, to store and remove construction material, and to enter upon the Common Areas for any purpose, and to erect and maintain one or more signs for the purpose of advertising development on the Property. During such time, the Declarant will use its best efforts not to unreasonably interfere with the use of the

Property by the Members. Declarant will promptly repair any damage caused by it or its employees, contractors or subcontractors in the process of completing construction.

**ARTICLE IV  
DECLARANT'S RIGHT TO CHANGE SUBDIVISION MAP**

**Section 1.** The Declarant hereby reserves the right to make minor revisions of Lot and Garage lines and street and parking area lines from those shown on the Subdivision Map in order to preserve the natural topography of the land and to increase the size of the Lots or Garages to accommodate the proposed building or buildings thereon. The Declarant's right reserved hereunder shall include the right:

- (a) to subtract from the land conveyed to the Association small portions thereof for the purpose of adding such portions to one or more of the numbered Lots or Garages; and
- (b) to shift, in a minor manner, the location of a numbered Lot or Lots or Garage or Garages and the location of a building or buildings; and
- (c) to change, in a minor way, the location of streets or parking areas.

**Section 2.** The Association hereby consents that the Subdivision Map may be amended to effectuate any of the above provisions without any further consent of the Association being required, and further covenants that the Association will, if requested, execute, acknowledge and deliver, without charge, a deed or deeds reconveying to the Declarant, its successors and assigns, any land theretofore conveyed to the Association so that a revision or correction deed or deeds conforming to an amended map may be delivered to the Association. The deeds to numbered Lots and Garages given to Lot Owners shall also provide that the Subdivision Map may be amended accordingly for the above purposes without any consent on their part being required, and that the acceptance of a deed shall be deemed a consent to such future amendment or amendments of the Subdivision Map, and that they covenant that they will, nevertheless, if requested, execute, acknowledge and deliver, without charge, any written consent to such amendment or amendments of the Subdivision Map.

**ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot and Garage owned by it, hereby covenants, and each Owner of any Lot or Garage, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment accrued. The personal obligation for delinquent assessments shall pass to an Owner's successor in title by his acceptance of the Deed or by any other means of conveyance of such Lot for which any such assessments are delinquent.

REV. 886 AMF 120

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for any or all of the following purposes: Providing services, promoting the common benefit, recreation, health, safety, culture, education and welfare of the residents in the Common Areas and in particular for the improvement and maintenance of Common Areas and Garages, and as determined by the Board of Directors, exteriors of Dwelling Units, their grounds, walks and fences, and services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas including but not limited to the payment of taxes, insurance, utility charges, etc. on the Common Areas, and repair, replacement, and additions thereto and for the cost of labor, equipment, material, management, improvements, and supervision thereof and for the removal of snow and ice from walks, streets, parking areas and drives on the Lots and Garages.

**Section 3. Annual Assessments.** After consideration of current maintenance costs and future needs of the Association, the Board shall fix the annual assessment to be paid by each Owner to the Association. The Board shall prepare a budget upon which the annual assessments for the ensuing year will be based and a copy of such budget together with a notice of annual assessment shall be submitted to each Member at least thirty (30) days prior to the commencement of each annual assessment period.

The Board may, after consideration of future costs for exterior maintenance of the buildings on the Property and the streets, walks, parking areas and other improvements located upon the Common Areas, establish a reserve fund for such purposes with the monies necessary for such reserve fund to be part of the annual assessment. While the Declarant is in control of the Board, the reserve fund shall not be used to reduce projected Association charges.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the streets, walks, parking areas and other improvements located upon the Common Areas, or Garages, including the necessary fixtures and personal property related thereto and/or for the exteriors of buildings on the Property, their grounds and walks, provided that any such assessment shall have the assent of the Owners of at least a majority of the Lots at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. There shall be no separate assessment for Garages.

**Section 6. Declarant's Obligation.** Notwithstanding anything to the contrary contained in this Declaration or the By-Laws, the Declarant's covenant and obligation to pay assessments shall be limited to the lesser of the following sums:

- (a) the assessments on all unsold Lots determined in accordance with Sections 3, 4 and 5 of this Article; or
- (b) the sum of the actual costs of operation, maintenance, insurance and repair of the Common Areas and other obligations of the Association for such fiscal year of the Association, less all assessments levied against all other Owners for such fiscal year. If the aggregate of the assessments levied against all Owners other than the Declarant is greater than the sum of the expenses and obligations of the Association described above for any fiscal year, the Declarant shall be entitled to credit such

difference against its obligation to pay assessments in any subsequent fiscal year.

In supplying services, the Declarant may direct the Association not to supply maintenance or other services to any Lots to which title remains in the Declarant. For the purpose of this Article only, title to a Dwelling Unit on any Lot which has been leased or rented by the Declarant shall not be considered to remain in the Declarant.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** As to each Lot, the annual assessment provided for herein commences when title to such a Lot is conveyed by the Declarant or when a Dwelling Unit on such a Lot has been leased or rented by the Declarant. The use by the Declarant of one (1) or more Units as models, sales and/or business offices or for storage purposes shall not be deemed a leasing or renting thereof by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

The Board of Directors may suspend delinquent Owners' privileges to use the Association's property other than for ingress, egress and parking until the default is cured.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority;
- (b) the Common Areas;
- (c) the Garages.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

WV 886 PAGE 172

ARTICLE VI  
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance by Owner. The exterior maintenance of each Unit will be the primary responsibility of the individual Owner. The maintenance of all other buildings on the Property including the Garages will be the responsibility of the Association.

Section 2. Areas of Maintenance. In addition to the maintenance upon the Common Areas and Garages, the Association may provide, in its sole discretion, for the exterior maintenance of each Dwelling Unit and its grounds, fences, lawns, walks and building exteriors. The Association may provide such exterior maintenance where the Owner has failed to maintain his Dwelling Unit to Association standards. The nature and extent of such maintenance, if any, shall at all times be determined by the Board of Directors.

Section 3. Assessment of Cost. The cost of exterior maintenance of Dwelling Units may be assessed against the Lot upon which such maintenance is performed, in which case such cost shall be added to the annual assessment to which such Lot is subject under Article V hereof, and shall be due and payable as determined by the Board of Directors.

Section 4. Access at Reasonable Hours. For the purpose of performing the exterior maintenance pursuant to this Article, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot at reasonable hours on any business day.

Section 5. Willful or Negligent Acts. In the event that the need for maintenance or repair is caused through the willful or negligent act or omission of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner's Lot is subject.

Section 6. Right of Access. Each Owner hereby grants a right of access to his Unit, to the Board and/or any person authorized by it for the purpose of making inspections or for the purpose of correcting any condition originating in his Dwelling Unit and threatening another Dwelling Unit or the Common Areas or which would violate the provisions of any law, order, rule or regulation of any governmental body having jurisdiction thereof or of the Association, or for the purpose of performing installation, alterations, or repairs to the mechanical, electrical, plumbing or other systems. In case of an emergency, such right of entry shall be immediate, whether or not the Owner is present at the time.

ARTICLE VII  
PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction of the Dwelling Units upon the Property and any replacement thereof.

In the event that any portion of any structure, as originally constructed by the Declarant, including any party wall or fence, shall protrude over an adjoining Lot or Garage, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining Lot or Lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall

IVOL 886 PAGE 173.

or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by the Declarant. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall or party fence shall be shared by the Owners who make use of the wall or fence in proportion to such use. The Association, if so determined by the Board of Directors, may maintain party fences.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Any repair or reconstruction of the exterior of any Dwelling Unit or Garage must be performed in a good and workmanlike manner and conform as nearly as possible to the original plans and specifications.

**Section 4. Weatherproofing.** Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Disputes.** In the event any dispute arises concerning the party wall or party fence, or under the provisions of this Article, said dispute shall be decided by the Board of Directors of the Association. A vote of 2/3 of the members of the Board of Directors shall be necessary to decide the dispute and said vote shall be binding upon the parties.

**Section 7. Garages.** The foregoing provisions of this Article VII shall also apply to the Garages.

#### ARTICLE VIII ARCHITECTURAL CONTROL

**Section 1. Architectural Control Committee.** An Architectural Control Committee ("Committee") is hereby established to be composed of three members designated by the Declarant to serve until title to the last Unit in the project has been delivered and until completion of all Common Areas and facilities. At such time, the Board of Directors shall appoint three new members for three-year terms. A majority of the Committee may designate a member to act for the Committee. In the event of the death, resignation or inability to serve of any member of the Committee, the remaining members shall have full authority to appoint a substitute member who shall serve until as aforesaid. The members of the Committee shall not be entitled to compensation for services performed on the Committee.

WV 886 PAGE 174

**Section 2. Architecture and Construction.** No building, deck, patio, fence, wall, walkway, landscaping or any structure shall be erected, constructed, reconstructed, or made upon the Property, nor shall any addition to or change or painting or alteration to the exterior of any Unit or Garage be made, until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of design and location in relation to surrounding structures and topography, by the Committee.

In the event the Committee fails to approve or disapprove such plans and specifications within sixty (60) days after said plans and specifications have been submitted to it, approval by the Committee will not be required and this Article will be deemed to have been fully complied with.

**Section 3. Architectural Rules.** The Committee may promulgate rules governing the form and content of plans and specifications. The Committee may also issue statements of policy with respect to approval or disapproval of plans and specifications. Such rules and such statements of policy may be amended or revoked by the Committee at any time, and no inclusion in, omission from or amendment of any such rule of statement shall be deemed to bind the Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change.

**Section 4. Recovery of Fees and Costs.** The Association, in enforcing any decision made against any Owner pursuant to this Article, shall be entitled to recover from the other party reasonable attorney's fees together with all necessary costs and disbursements in connection therewith.

**Section 5. No Authority.** Neither the Committee nor the Board of Directors shall have the authority to make any decision or pass any resolution that would modify or change any specific limitation or condition set forth in the approvals of the Town of Carmel affecting the Property or in any municipal ordinance, local law or regulation affecting the Property.

#### ARTICLE IX INSURANCE AND CONDEMNATION

**Section 1. Insurance.** The Board of Directors shall maintain (i) comprehensive general liability insurance, to the extent obtainable, covering each Member, lessee and occupant, and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Areas, and (ii) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the Dwelling Units, Garages, poolhouse and all other structures in the Common Areas under an agreed amount replacement value policy or under a policy including an 80% co-insurance provision, and (iii) Directors and Officers Liability Insurance and fidelity bonds for such officers and employees in such amounts as determined necessary by the Board of Directors; and (iv) such other insurance as the Board of Directors shall determine. All insurance premiums for such coverage shall be paid for by the Association. Any repair or reconstruction of the exterior of any Unit or Garage must be performed in a good and workmanlike manner and shall conform as nearly as possible to the original plans and specifications.

**Section 2. Condemnation.** In the event of a taking or diminution in value in connection or by eminent domain of all or part of the Common Areas, the award made for such taking or diminution shall be payable to the Association. The Board of Directors shall arrange for the repair and restoration of such Common Areas, and the Board shall

disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If there shall be a surplus of such proceeds, or if the Members shall elect not to repair or restore the Common Areas, such surplus or the net proceeds of such award shall, at the discretion of the Board of Directors, be utilized by the Association or disbursed to the Members, subject to the rights of any mortgagees holding mortgages on the Common Areas and/or Lots.

**ARTICLE X  
MORTGAGES**

**Section 1. Notice to Association.** An Owner who mortgages his Lot or Garage shall notify the Board of Directors of the Association in writing of the name and address of the Lender.

**Section 2. Notice of Unpaid Assessments.** The Board of Directors, whenever so requested in writing by a Lender, shall promptly report any then unpaid assessments due from, or any other default by, the Owner of the mortgaged Lot.

**Section 3. Notice of Default.** The Board of Directors, when giving notice to an Owner of a default in paying assessments, shall, if such default shall continue for ninety (90) days, send a copy of such notice to the Lender holding a mortgage covering such Lot whose name and address has theretofore been furnished to the Board of Directors.

**Section 4. Notice of Condemnation.** The Association shall send notice to any Institutional Lender holding mortgages on 25% or more of the Lots in the event of a taking in condemnation or by eminent domain of part or all of the Common Areas. Such Institutional Lender shall have the right to contest any condemnation awards on behalf of the Association. If the Institutional Lender is successful and obtains an increase in the condemnation award as a result of its contest, the Institutional Lender shall be entitled to be reimbursed out of such award for its reasonable expenses, including reasonable attorneys fees, for such contest. If the Institutional Lender is not successful in increasing the condemnation award, the contest shall be at the sole cost and expense of the Institutional Lender so contesting.

**Section 5. Waiver by Mortgagee to Insurance Proceeds.** An Owner may not place a mortgage upon his Lot or the Unit erected thereon or his Garage unless said mortgage provides that the holder thereof waives any right under law or otherwise to apply the proceeds from a casualty insurance policy covering such Lot, Unit or Garage to the debt secured by such mortgage.

**ARTICLE XI  
RESTRICTIONS ON USE OF LOTS**

**Section 1.** The Lots shall be used for residential purposes as defined in the applicable zoning ordinances, as the same may be amended from time to time, and such other accessory uses as permitted by such zoning ordinances. Until all Lots are sold, the Declarant (or its designee) shall have the right to use one (1) or more Units as models, sales and/or business offices or for storage purposes. No portion of a Unit (other than the entire Unit) may be rented, and no transient tenant may be accommodated therein.

**Section 2.** An Owner shall not extend the enclosed area of the Unit on his Lot beyond the building lines as physically defined by the exterior walls existing at the time title to the Unit and Lot is first conveyed by the Declarant.

1 VOL 886 PAGE 176

**Section 3.** No title in and to the bed of any road or street is to be conveyed to the purchaser of a Lot. Declarant retains the said title and the right to convey the said title to the Association. However, the land in the bed of the roads and streets shown on the Subdivision Map shall be subject to easements of ingress and egress and for the installation and maintenance of all utilities and drainage facilities now or hereafter installed to provide service for the Owners, whether installed on the surface of, or above or below the ground.

**Section 4.** Certain Units on adjacent Lots may have a common pathway in front of said Units. The Owners of such Units shall have unobstructed easements for said Owners, their families, guests, invitees and licensees for ingress and egress to and from said Units.

**Section 5.** No commercial vehicles, trucks, recreational vehicles, trailers, vans, boats, or campers shall be kept ungaraged on any Lot or on the Common Areas except with the approval of the Board of Directors. No Owner may park more than two (2) vehicles on the Property without the express permission of the Board of Directors. These restrictions do not apply to Declarant.

**Section 6.** No animals, livestock or reptiles of any kind shall be raised, bred or kept in any Unit or on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two pets in the aggregate may be kept in any Unit. No unleashed and unattended animals shall be permitted upon the Common Areas unless carried in suitable containers. Any pet raising or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days' notice from the Board of Directors.

**Section 7.** Window air conditioners, awnings and exterior clothes lines shall not be installed. No clothes, sheets, blankets, laundry or any other kind of article shall be hung out of a Unit or on a deck or in Common Areas.

**Section 8.** No nuisances or noises of any kind, unwholesome and offensive to the neighborhood, shall be permitted to exist on any Lot, or in any Garage, nor shall any accumulation of rubbish, garbage, junk or materials of any kind be permitted to remain on any Lot or in any Garage. No advertising signs, billboards or other sign devices shall be permitted on any Lot except signs installed by the Declarant on any unsold Lot or signs approved by the Board of Directors. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

**Section 9.** No sand, earth or sod shall be removed from a Lot, nor shall any excavation be allowed to remain open thereon, except as may be necessary during building construction periods or except as may be approved by the Declarant or the Board of Directors. After construction, lawn and landscaping shall be installed and maintained thereafter in an attractive manner.

**Section 10.** No radio, television or similar towers or similar devices for the reception of signals shall be erected on any Lot or attached to the exterior of any building except as permitted by the Board of Directors.

**Section 11.** There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Directors.

Section 12. No fence of wood, living plant material or other material shall be erected except by the Declarant. However, after the conveyance of all Lots by the Declarant, a fence will be considered for approval by the Board of Directors if it complies with the rules and regulations of the Town of Carmel and is approved by the Town if such approval is required. If the fence is of living plant material it must be placed and trimmed by its Owner so as not to extend beyond said Owner's Lot line.

Section 13. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain during the period of construction and sale of Dwelling Units, upon such portion of the Property as the Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction and sale of said Dwelling Units and improvements to the Common Areas, including but without limitation, a business office, storage area, construction trailers, construction yards, signs, model homes and sales office.

#### ARTICLE XII DURATION AND AMENDMENT OF DECLARATION

The covenants and restrictions of this Declaration shall run with and bind the land, in perpetuity, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot or Garage subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, in perpetuity. Unless specifically prohibited herein, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds (66-2/3%) percent of the Owners.

Notwithstanding anything to the contrary herein contained, as long as the Declarant owns one (1) or more Lots or Garages, there shall be no amendments to this Declaration which would adversely affect any rights of the Declarant reserved or provided herein without first obtaining the Declarant's written consent. In no event may any amendment of this Declaration modify or change any specific limitation or condition imposed on the Property by the Town of Carmel.

At any time, this Declaration may be amended in accordance with the procedures set forth herein to allow for the annexation by the Association of additional land, provided all required governmental rules, regulations, laws and ordinances are complied with prior to such annexation.

#### ARTICLE XIII GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any member or Owner under any provision of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association may also deny the use of Recreational Facilities to any member who is in default in the payment of any assessment. The expense of enforcement by

**Vol. 886 PAGE 178**

the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provision, which shall remain in full force and effect.

**Section 4. Governmental Approval.** In the event that any governmental authority requires the modification or any provision contained in this Declaration, the Declarant shall have the power and authority to amend any provision herein to conform to the said governmental requirements, and for the purpose of effectuating such amendments, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, hereby appoints Declarant as his attorney-in-fact with full power to execute a Supplement Declaration on behalf of such Owner.

IN WITNESS WHEREOF, MAPLE HILL ESTATES, INC., has executed this document by its duly authorized officer and has caused its corporate seal to be hereunto affixed this 10th day of March, 1986.

MAPLE HILL ESTATES, INC.

By: John L. Arons  
JOHN L. ARONS, President

STATE OF NEW YORK

COUNTY OF WESTCHESTER

)  
) ss:  
)

On the 10th day of March, 1986, before me personally came JOHN L. ARONS, to me known, who, being by me duly sworn, did depose and say that he resides at Cherry Hill Road, Carmel, New York, that he is the President of MAPLE HILL ESTATES, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Michele Sargeant  
Notary Public

MICHELE SARGEANT  
Notary Public, State of New York  
No. 4718257  
Qualified in Westchester County  
Commission Expires March 30, 1986

NOT 886 PAGE 170

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**SCHEDULE A**

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 shown and designated on a certain map entitled "Final Subdivision Plat of Maple Hill Estates, situate in the Town of Carmel, County of Putnam, State of New York" filed in the Putnam County Clerk's Office on September 20, 1985, as Map Nos. 2078A and 2078B. Excepting therefrom the parcel of land designated "50' Right of Way" to be dedicated to the Town of Carmel.

**VOL 886 PAGE 186 DECLARATION OF COVENANTS AND RESTRICTIONS**

**SCHEDULE B**

**ENCROACHMENTS AND CONDITIONS OF TITLE TO COMMON AREAS**

1. Mining and mineral rights in the heirs and assigns of Phillipse;
2. Utility easements in Liber 156 cp 381, 156 cp 422, 190 cp 468, 191 cp 72, and 296 cp 216.
3. Easement granted to Algonquin Gas Transmission Company in Liber 405 cp 7.
4. Rights of others to the natural and unobstructed flow of the streams crossing the premises.
5. Easements granted and to be granted to New York State Electric and Gas Corporation and New York Telephone Company.
6. Encroachments of stairs, driveways, party walls, walks, trim, water, sewer, electrical and storm sewer lines, shrubbery, gutters, leaders and catch basins, if any, onto the Common Areas.
7. Covenants, restrictions, easements, agreements, reservations and other matters set forth in the Declaration of Covenants and Restrictions, to be recorded in the Putnam County Clerk's Office, Division of Land Records.
8. State of facts shown on the maps entitled "Final Subdivision Plat of Maple Hill Estate, situate in the Town of Carmel, County of Putnam, State of New York" filed in the Office of the County Clerk of Putnam County (Division of Land Records) on September 20, 1985 as Map Nos. 2078A and 2078B.
9. Easements, recorded or to be recorded, in favor of individuals, corporations or other entities, municipalities, special districts, electric, light, telephone, water and other public utility companies for the erection and maintenance of their respective apparatus, and to any easements or privileges granted for sewer, water, electric and drainage purposes; and
10. Variations, if any, between record lines and fences, trim, retaining walls and party walls, if any.

NOV 888 101

53.00

PUTNAM COUNTY  
CLERK'S OFFICE  
MARCH 10 2 03 PM '86

PUTNAM COUNTY CLERK'S OFFICE  
RECEIVED ON THE 10 DAY OF March 1986  
AT 2 03 P.M. RECORDED IN  
BOOK No. 888 OF District  
AT PAGE HERE AND EXAMINED

*[Signature]*  
CLERK

*the Suburbanista Agent,  
N.Y. 145 1/2 47 W  
taken 115 1/2 45*

March 10, 1986
MAPLE HILL ESTATES, INC. DECLARATION OF COVENANTS AND RESTRICTIONS
Town of Carmel Tax Map Block Lots 147 4 1.-0100 to 1.-900
RECORD AND RETURN TO: MARY C. NEARY, ESQ.
GOODHUE BANKS ABRONS & PICKETT 136 BANKER STREET P.O. BOX 120 MOUNT AIRCO, NEW YORK 10848-0120 (914) 666-8033

0909 0342

**AMENDATORY AND SUPPLEMENTAL DECLARATION OF  
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION, made on the 8th day of September, 1986, by MAPLE HILL ESTATES, INC., a New York Corporation, having its principal place of business at Maple Hill Drive, Mahopac, New York, 10541, hereinafter referred to as the "Declarant".

**WITNESSETH:**

WHEREAS, Declarant created a residential community in the Town of Carmel, County of Putnam, State of New York, on real property shown on the maps entitled "Final Subdivision Plat of Maple Hill Estates, situate in Town of Carmel, County of Putnam, New York" filed in the Putnam County Clerk's Office (Division of Land Records) on September 20, 1985, as Map Nos. 2078A and 2078B, which real property is hereinafter referred to as the "Property"; and

WHEREAS, Declarant is developing on the Property a residential development to be known as MAPLE HILL ESTATES; and

WHEREAS, Declarant caused to be recorded in the Putnam County Clerk's Office (Division of Land Records) on the 10th day of March, 1986 in Liber 886 of Deeds at Page 166 a Declaration of Covenants and Restrictions subjecting the Property to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges; and

WHEREAS, said Declaration contained a typographical omission which Declarant seeks to correct in this Amendatory and Supplemental Declaration of Declaration of Covenants and Restrictions; and

WHEREAS, Declarant is the Owner of more than sixty-six and two-thirds (66 2/3%) percent of the Lots, as defined in the Declaration of Covenants and Restrictions.

NOW, THEREFORE, Declarant does hereby amend the Declaration of Covenants and Restrictions recorded in the Putnam County Clerk's Office (Division of Land Records) on the 10th day of March, 1986 in Liber 886 of Deeds at Page 166 by adding to Article III (PROPERTY RIGHTS) the introductory paragraph to Section 2, said Section 2 to read as follows:

"Section 2. Members' Easements of Enjoyment. Every Member and every member of a Member's family residing on the Property shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to promulgate rules and regulations to control use of the Common Areas.

41500

0909 0343

(b) the right of the Association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the Common Areas, and the rights of such mortgagee shall be subordinate to the rights of the Owners hereunder.

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes as may be deemed necessary by the Board of Directors.

(d) the By-Laws of the Association, as the same are amended from time to time.

(e) the right of individual Members for themselves and their guests, to the use of common parking spaces not designated for individual Lots.

(f) the right of the Declarant and the Association to build additional recreational facilities on the Common Areas."

IN WITNESS WHEREOF, the Declarant has duly executed this Amendatory and Supplemental Declaration on the date and year first above written.

MAPLE HILL ESTATES, INC.

By: [Signature]  
JOHN L. ARONS, President

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

On the 8th day of September, 1986, before me personally came JOHN L. ARONS, to me known, who, being by me duly sworn, did depose and say that he resides at Cherry Hill Road, Carmel, New York, that he is the President of MAPLE HILL ESTATES, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto be like order.

[Signature]  
Notary Public

MICHELE SARGEANT  
Notary Public, State of New York  
No. 4718257  
Qualified in Westchester County  
Commission Expires May 31, 1988

0909 0344

14.00

PITMAN COUNTY CLERK'S OFFICE  
SERVED ON THE 15 DAY OF Sept 1986  
AT 9:14 A.M. RECORDED IN  
BOOK No. 208 of Deeds  
AT PAGE 308 AND EXAMINED

*Mary C. Neary*  
CLERK

PITMAN COUNTY  
CLERK'S OFFICE

September 8, 1986			
MAPLE HILL ESTATES, INC. AMENDATORY AND SUPPLEMENTAL DECLARATION OF DECLARATION OF COVENANTS AND RESTRICTIONS			
Town of Carmel			
Tax Map	Block	Lots	
147	4	1-0100 - 1-9400	
RECORD AND RETURN TO: MARY C. NEARY, ESQ.			
GOODHUE BANKS ARONS & PICKETT 126 BANKER STREET MOUNT AIRY, NEW YORK 10948 (814) 866-8033			



## TOWN OF CARMEL SITE PLAN COMPLETENESS CERTIFICATION FORM



All Site Plans submitted to the Planning Board for review shall include the following information and details, as set forth in Section 156-61 B of the Town of Carmel Zoning Ordinance.

**This form shall be included with the site plan submission**

	Requirement Data	To Be Completed by the Applicant	Waived by the Town
1	Name and title of person preparing the site plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Name of the applicant and owner (if different from applicant)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Original drawing date, revision dates, scale and north arrow	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Tax map, block and lot number(s), zoning district	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	All existing property lines, name of owner of each property within a 500' radius of the site	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Contour lines at two-foot intervals, grades of all roads, driveways, sanitary and storm sewers	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	The location of all water bodies, streams, watercourses, wetland areas, wooded areas, rights-of-way, streets, roads, highways, railroads, buildings, structures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	The location of all existing and proposed easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	The location of all existing and proposed structures, their use, setback dimensions, floor plans, front, side and rear elevations, buildable area.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	On site circulation systems, access, egress ways and service roads, emergency service access and traffic mitigation measures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Sidewalks, paths and other means of pedestrian circulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	On-site parking and loading spaces and travel aisles with dimensions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	The location, height and type of exterior lighting fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	Proposed signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	For non-residential uses, an estimate of the number of employees who will be using the site, description of the operation, types of products sold, types of machinery and equipment used	<input checked="" type="checkbox"/>	<input type="checkbox"/>



# TOWN OF CARMEL SITE PLAN COMPLETENESS CERTIFICATION FORM



Requirement Data	To Be Completed by the Applicant	Waived by the Town
16 The location of clubhouses, swimming pools, open spaces, parks or other recreational areas, and identification of who is responsible for maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17 The location and design of buffer areas, screening or other landscaping, including grading and water management. A comprehensive landscaping plan in accordance with the Tree Conservation Law	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18 The location of public and private utilities, maintenance responsibilities, trash and garbage areas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19 A list, certified by the Town Assessor, of all property owners within 500 feet of the site boundary	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20 Any other information required by the Planning Board which is reasonably necessary to ascertain compliance with this chapter	<input checked="" type="checkbox"/>	<input type="checkbox"/>

-----

**Applicants Certification (to be completed by the licensed professional preparing the site plan:**

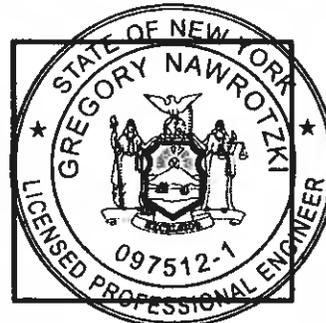
I GREGORY NAWROTZKI hereby certify that the site plan to which I have attached my seal and signature, meets all of the requirements of §156-61B of the Town of Carmel Zoning Ordinance:



Signature - Applicant

01-21-20

Date



Professional Seal

Signature - Owner

Date



**TOWN OF CARMEL  
SITE PLAN COMPLETENESS  
CERTIFICATION FORM**



**Town Certification (to be completed by the Town)**

I \_\_\_\_\_ hereby confirm that the site plan meets all of the requirements of §156-61B of the Town of Carmel Zoning Ordinance:

\_\_\_\_\_  
**Signature - Planning Board Secretary**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature - Town Engineer**

\_\_\_\_\_  
**Date**



Dewberry Engineers Inc.  
600 Parsippany Road, Suite 301  
Parsippany, NJ 07054

973.739.9400  
973.739.9710 fax  
www.dewberry.com

January 21, 2020

Honorable Chairman and Members of the Planning Board  
Town of Carmel  
60 McAlpin Avenue,  
Mahopac, NY 10541

**Re: Site ID: NY054**  
**Location Name: Glencoma Lake**  
**Dewberry No.: 50114388**  
**Site Address: Walton Drive**  
**Mahopac, NY 10541**

To Whom It May Concern,

The following is a summary of requested waivers.

- 6. Contour lines only shown in area of impact.
- 7. Items only shown in area of impact.
- 8. Item only shown in area of impact.
- 9. Proposed structures shown. Existing structures are not applicable to this submittal.
- 10. Not applicable.
- 11. Not applicable.
- 16. Not applicable.
- 18. Not applicable.

If you have any questions, please do not hesitate to call me at 973.739.9400.

Sincerely,  
Dewberry Engineers Inc.



Gregory Nawrotzki, PE  
NY Professional Engineer License No. 097512

**Full Environmental Assessment Form  
Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

**B. Government Approvals, Funding, or Sponsorship.** (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>i. Coastal Resources.</p> <p><i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?  Yes  No

- **If Yes**, complete sections C, F and G.
- **If No**, proceed to question C.2 and complete all remaining sections and questions in Part 1

**C.2. Adopted land use plans.**

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?  Yes  No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?  Yes  No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)  Yes  No

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?  Yes  No

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

\_\_\_\_\_

\_\_\_\_\_

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No

If Yes,

i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? \_\_\_\_\_

b. What police or other public protection forces serve the project site?  
\_\_\_\_\_

c. Which fire protection and emergency medical services serve the project site?  
\_\_\_\_\_

d. What parks serve the project site?  
\_\_\_\_\_  
\_\_\_\_\_

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?  
\_\_\_\_\_

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ acres  
b. Total acreage to be physically disturbed? \_\_\_\_\_ acres  
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
\_\_\_\_\_

ii. Is a cluster/conservation layout proposed?  Yes  No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will proposed action be constructed in multiple phases?  Yes  No

i. If No, anticipated period of construction: \_\_\_\_\_ months

ii. If Yes:

- Total number of phases anticipated \_\_\_\_\_
- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year
- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures \_\_\_\_\_

ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length

iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

i. Purpose of the impoundment: \_\_\_\_\_

ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_

iii. If other than water, identify the type of impounded/contained liquids and their source.  
 \_\_\_\_\_

iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres

v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):  
 \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 If Yes:

i. What is the purpose of the excavation or dredging? \_\_\_\_\_

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): \_\_\_\_\_
- Over what duration of time? \_\_\_\_\_

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_  
 \_\_\_\_\_

v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres

vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres

vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet

viii. Will the excavation require blasting?  Yes  No

ix. Summarize site reclamation goals and plan: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_  
 \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

iii. Will proposed action cause or result in disturbance to bottom sediments?  Yes  No

If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

- Do existing sewer lines serve the project site?  Yes  No
- Will line extension within an existing district be necessary to serve the project?  Yes  No

 If Yes:
 

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:
 

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

---

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:
 

- How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)
- Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_
  - If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_
  - Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

---

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:
 

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_
- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_
- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_

---

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:
 

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No
- In addition to emissions as calculated in the application, the project will generate:
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
  - \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

*i.* Estimate methane generation in tons/year (metric): \_\_\_\_\_

*ii.* Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

\_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

*i.* When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

*ii.* For commercial activities only, projected number of semi-trailer truck trips/day: \_\_\_\_\_

*iii.* Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_

*iv.* Does the proposed action include any shared use parking?  Yes  No

*v.* If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*vi.* Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No

*vii.* Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

*viii.* Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

*i.* Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

\_\_\_\_\_

*ii.* Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

\_\_\_\_\_

*iii.* Will the proposed action require a new, or an upgrade to, an existing substation?  Yes  No

---

l. Hours of operation. Answer all items which apply.

<p><i>i.</i> During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>	<p><i>ii.</i> During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>
---	--

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>	
<p>n.. Will the proposed action have outdoor lighting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>_____</li> <li>• Operation: _____</li> <li>_____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>_____</li> <li>• Operation: _____</li> <li>_____</li> </ul>	

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No  
 If Yes:  
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
 ii. Anticipated rate of disposal/processing:  
 • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
 • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
 iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No  
 If Yes:  
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month  
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No  
 If Yes: provide name and location of facility: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.  
 i. Check all uses that occur on, adjoining and near the project site.  
 Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_  
 ii. If mix of uses, generally describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
i. If Yes: explain: \_\_\_\_\_

---

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
If Yes,  
i. Identify Facilities:  
\_\_\_\_\_

---

e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  

- Dam height: \_\_\_\_\_ feet
- Dam length: \_\_\_\_\_ feet
- Surface area: \_\_\_\_\_ acres
- Volume impounded: \_\_\_\_\_ gallons OR acre-feet

ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection:  
\_\_\_\_\_

---

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  

- If yes, cite sources/documentation: \_\_\_\_\_

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
\_\_\_\_\_

---

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
\_\_\_\_\_

---

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database      Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database      Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
\_\_\_\_\_

---

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
\_\_\_\_\_



m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If yes, give a brief description of how the proposed action may affect that use: _____ _____	
<b>E.3. Designated Public Resources On or Near Project Site</b>	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

**617.20**  
**Appendix B**  
**State Environmental Quality Review**  
**VISUAL EAF ADDENDUM**

This form may be used to provide additional information relating to Question 11 of Part 2 of the Full EAF.

(To be completed by Lead Agency)

Visibility		Distance Between Project and Resource (in Miles)				
		0- ¼	¼- ½	½- 3	3- 5	5+
1.	Would the project be visible from:					
!	<i>A parcel of land which is dedicated to and available to the public for the use, enjoyment and appreciation of natural or man-made scenic qualities?</i> Baldwin Meadows Park	G	G	G	G	G
!	<i>An overlook or parcel of land dedicated to public observation, enjoyment and appreciation of natural or man-made scenic qualities?</i> Baldwin Meadows Park	G	G	G	G	G
!	<i>A site or structure listed on the National or State Registers of Historic Places?</i>	G	G	G	G	G
!	<i>State Parks?</i> Donald J. Trump State Park	G	G	G	G	G
!	<i>The State Forest Preserve?</i> California Hill State Forest	G	G	G	G	G
!	<i>National Wildlife Refuges and State Game Refuges?</i> Woods-Trout Wildlife Refuge	G	G	G	G	G
!	<i>National Natural Landmarks and other outstanding natural features?</i> Iona Island Marsh	G	G	G	G	G
!	<i>National Park Service lands?</i> Weir Farm National Historic Site	G	G	G	G	G
!	<i>Rivers designated as National or State Wild, Scenic or Recreational?</i> Delaware Wild and Scenic River	G	G	G	G	G
!	<i>Any transportation corridor of high exposure, such as part of the Interstate System, or Amtrak?</i> US Route 6	G	G	G	G	G
!	<i>A governmentally established or designated interstate or inter-county foot trail, or one formally proposed for establishment or designation?</i> Tactonic State Parkway	G	G	G	G	G
!	<i>A site, area, lake, reservoir or highway designated as scenic?</i> Tactonic State Parkway	G	G	G	G	G
!	<i>Municipal park, or designated open space?</i> Baldwin Meadows Park	G	G	G	G	G
!	<i>County road?</i>	G	G	G	G	G
!	<i>State road?</i> US Route 6	G	G	G	G	G
!	<i>Local road?</i> Walton Drive	G	G	G	G	G
2.	<i>Is the visibility of the project seasonal? (i.e., screened by summer foliage, but visible during other seasons)</i>					
	<i>GYes</i> <i>GNo</i>					
3.	<i>Are any of the resources checked in question 1 used by the public during the time of year during which the project will be visible?</i>					
	<i>GYes</i> <i>GNo</i>					

**DESCRIPTION OF EXISTING VISUAL ENVIRONMENT**

4. From each item checked in question 1, check those which generally describe the surrounding environment.

	Within	
	*1/4 mile	*1 mile
Essentially undeveloped	G	G
Forested	G	G
Agricultural	G	G
Suburban Residential	G	G
Industrial	G	G
Commerical	G	G
Urban	G	G
River, Lake, Pond	G	G
Cliffs, Overlooks	G	G
Designated Open Space	G	G
Flat	G	G
Hilly	G	G
Mountainous	G	G
Other	G	G

**NOTE:** add attachments as needed

5. Are there visually similar projects within:

*1/2 mile	GYes	GNo	1 mile	Yes	No	2 miles	Yes	No	3 miles	Yes	No
-----------	------	-----	--------	-----	----	---------	-----	----	---------	-----	----

\*Distance from project site is provided for assistance. Substitute other distances as appropriate.

**EXPOSURE**

6. The annual number of viewers likely to observe the proposed project is \_\_\_\_\_?

**NOTE:** When user data is unavailable or unknown, use best estimate.

\*The annual number of viewers is based on data obtained from <https://gis3.dot.ny.gov/html5viewer/?viewer=tdv>. Data from NYS Traffic Data Viewer provides Average Daily Traffic counts for Union Valley Road, Lovell Street, and the surrounding neighborhoods bound by Union Valley Road, Lovell Street, Lake Shore Drive N, and Tulip Road, in the vicinity of the project.

**CONTEXT**

7. The situation or activity in which the viewers are engaged while viewing the proposed action is:

**FREQUENCY**

Activity	Daily	Weekly	Holidays/ Weekends	Seasonally
Travel to and from work	G	G	G	G
Involved in recreational activities	G	G	G	G
Routine travel by residents	G	G	G	G
At a residence	G	G	G	G
At worksite	G	G	G	G
Other				



Dewberry Engineers Inc. | 973.739.9400  
600 Parsippany Road, Suite 301 | 973.739.9710 fax  
Parsippany, NJ 07054 | www.dewberry.com

January 21, 2020

Town of Carmel  
60 McAlpin Avenue,  
Mahopac, NY 10541

**Re: Site ID: NY054**  
**Location Name: Glencoma Lake**  
**Dewberry No.: 50114388**  
**Site Address: Walton Drive**  
**Mahopac, NY 10541**

To Whom It May Concern,

Homeland Towers, LLC is proposing the installation of a public utility wireless telecommunications facility, consisting of a 140' monopole ("Tower") with antennas mounted thereon.

The proposed Tower, all attachments, and the Tower's foundation will be designed to meet the ANSI/TIA-222-G "Structural Standard for Antenna Supporting Structures and Antennas", the New York State Uniform Fire Prevention and Building Code, and all county, state and federal structural requirements for loading, including wind and ice loads. The Tower will be designed to be able to support at least four (4) antenna arrays.

If you have any questions, please do not hesitate to call me at 973.739.9400.

Sincerely,  
Dewberry Engineers Inc.



Gregory Nawrotzki, PE  
NY Professional Engineer License No. 097512



# **PINNACLE TELECOM GROUP**

*Professional and Technical Services*

## **ANTENNA SITE FCC RF COMPLIANCE ASSESSMENT AND REPORT**

### **HOMELAND TOWERS, LLC**

**SITE "NY054 – GLENCOMA LAKE"  
WALTON DRIVE  
MAHOPAC, NY**

DECEMBER 11, 2019

# CONTENTS

<b>INTRODUCTION AND SUMMARY</b>	<b>3</b>
<b>ANTENNA AND TRANSMISSION DATA</b>	<b>5</b>
<b>COMPLIANCE ANALYSIS</b>	<b>7</b>
<b>COMPLIANCE CONCLUSION</b>	<b>12</b>

## **CERTIFICATION**

**APPENDIX A. BACKGROUND ON THE FCC MPE LIMIT**

**APPENDIX B. SUMMARY OF EXPERT QUALIFICATIONS**

## **INTRODUCTION AND SUMMARY**

At the request of Homeland Towers, LLC, Pinnacle Telecom Group has performed an independent expert assessment of radiofrequency (RF) levels and related FCC compliance for proposed wireless antenna operations on a proposed 140-foot monopole to be located on Walton Drive in Mahopac, NY.

Homeland Towers refers to the prospective site as “NY054 – Glencoma Lake”, and the proposed monopole will accommodate the directional panel antennas of up to four wireless carriers. At this time, Verizon Wireless plans to occupy the highest antenna mounting position on the pole.

The FCC requires wireless antenna operators to perform an assessment of the RF levels from all the transmitting antennas at a site whenever antenna operations are added or modified, and ensure compliance with the FCC Maximum Permissible Exposure (MPE) limit in areas of unrestricted public access, i.e., at street level around the site.

In this case, the compliance assessment will include the RF effects of a worst-case hypothetical collocation of three wireless carriers’ antennas. By worst case, we mean that the carriers whose maximum capacity relates to higher emitted power levels will be hypothetically assumed to occupy the lower mounting positions on the monopole, thus matching higher power and smaller distances to ground-level around the site.

The analysis will conservatively assume all the wireless carriers are operating at maximum capacity and maximum power in each of their FCC-licensed frequency bands. With that extreme degree of conservatism incorporated in the analysis, we can have great confidence that the actual RF effects from any combination of wireless operators, however they might actually be positioned on the pole, would be in compliance with the FCC’s MPE limit.

This assessment of antenna site compliance is based on the FCC limit for general population “maximum permissible exposure” (MPE), a limit established

as safe for continuous exposure to RF fields by humans of either sex, all ages and sizes, and under all conditions.

The result of an FCC compliance assessment can be described in layman's terms by expressing the calculated RF levels as simple percentages of the FCC MPE limit. In that way, the figure 100 percent serves as the reference for compliance, and calculated RF levels below 100 percent indicate compliance with the MPE limit. An equivalent way to describe the calculated results is to relate them to a "times-below-the-limit" factor. Here, we will apply both descriptions.

The result of the FCC compliance assessment in this case is as follows:

- At street level around the site, the conservatively calculated maximum RF level caused by the combination of the wireless carriers' panel antenna operations is 2.4215 percent of the FCC general population MPE limit, well below the 100-percent reference for compliance. In other words, even with calculations designed to significantly overstate the RF levels versus those that could actually occur at the site, the worst-case calculated RF level in this case is still more than 40 times below the limit defined by the federal government as safe for continuous exposure of the general public.
- The results of the calculations provide a clear demonstration that the RF levels from as many as four wireless carriers, even under worst-case collocation circumstances, would satisfy the FCC requirement for controlling potential human exposure to RF fields. Moreover, because of the conservative methodology and assumptions applied in this analysis, RF levels actually caused by any combination of wireless operators' antenna operations at this site will be even less significant than the calculation results here indicate.

The remainder of this report provides the following:

- relevant technical data on the parameters for the four wireless carriers;

- ❑ a description of the applicable FCC mathematical model for assessing compliance with the MPE limit, and application of the relevant technical data to that model; and
- ❑ analysis of the results of the calculations, and the compliance conclusion for the proposed site.

In addition, two Appendices are included. Appendix A provides background on the FCC MPE limit, along with a list of key references. Appendix B provides a summary of the qualifications of the author of this report.

## **ANTENNA AND TRANSMISSION DATA**

As described, the proposed 140-foot monopole will be able to accommodate as many as four wireless carriers' antennas. This analysis will include an assumption of "worst-case" collocation by four wireless carriers – Verizon Wireless, AT&T, Sprint and T-Mobile.

The worst-case collocation methodology basically involves taking the carriers with the most available spectrum and the opportunity for higher power levels and hypothetically positioning them at the lower points on the monopole – thus matching the most power with the shorter distances to the ground. Typically, the vertical spacing between different wireless carriers' antennas on a pole is 10 feet.

The transmission parameters for each of the wireless carriers are described below.

Verizon Wireless is licensed to operate in the 746, 869, 1900 and 2100 MHz frequency bands. In the 746 MHz band, Verizon uses four 40-watt channels per antenna sector. In the 869 MHz band, Verizon uses four 40-watt channels per sector. In the 1900 MHz band, Verizon uses four 40-watt channels per antenna sector. In the 2100 MHz band, Verizon uses four 40-watt channels per sector.

AT&T is licensed to operate in the 700, 850, 1900, 2100 and 2300 MHz frequency bands. In the 700 MHz band, AT&T uses four 40-watt RF channels per

sector. In the 850 MHz band, AT&T uses seven 20-watt channels per sector. In the 1900 MHz band, AT&T uses four 30-watt channels per sector. In the 2100 MHz band, AT&T uses four 45-watt channels per sector. Lastly, in the 2300 MHz band, AT&T uses four 25-watt channels per sector.

Sprint is licensed to operate in the 800 MHz, 1900 MHz and 2500 MHz frequency bands. In the 800 MHz band, Sprint uses two 50-watt channels per antenna sector. In the 1900 MHz band, Sprint uses four 40-watt channels per sector. In the 2500 MHz band, Sprint uses three 40-watt channels per sector.

T-Mobile is licensed to operate in the 600 MHz, 700 MHz, 1900 MHz and 2100 MHz frequency bands. In the 600 MHz band, T-Mobile uses four 40-watt channels per sector. In the 700 MHz band, T-Mobile uses one 40-watt channel per sector. In the 1900 MHz band, T-Mobile uses five 30-watt channels per sector. In the 2100 MHz band, T-Mobile uses one 40-watt channel and two 80-watt channels per sector.

Based on the proposed mounting heights and then followed by overall available power levels, we will hypothetically assign the mounting heights (to the centerline of the antennas) as follows:

- Verizon Wireless: 136 feet
- Sprint: 126 feet
- T-Mobile: 116 feet
- AT&T: 106 feet

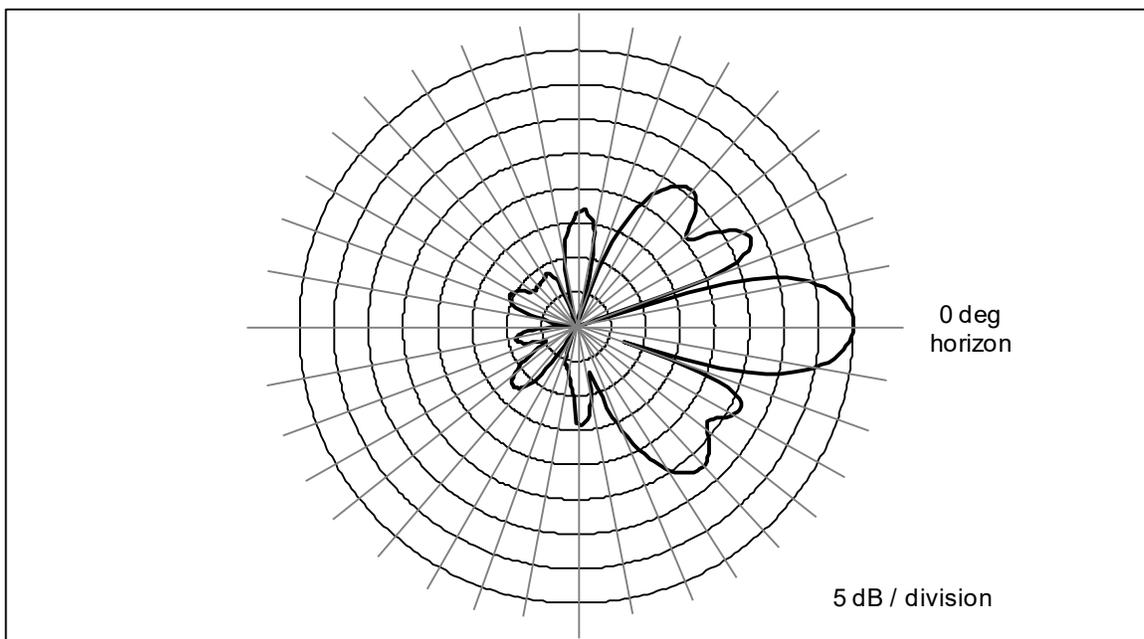
The area below the antennas, at street level, is of interest in terms of potential “uncontrolled” exposure of the general public, so the antenna’s vertical-plane emission characteristic is used in the calculations, as it is a key determinant in the relative level of RF emissions in the “downward” direction.

By way of illustration, Figure 1, below, shows the vertical-plane pattern of a typical 1900 MHz panel antenna. The antenna is effectively pointed at the three o’clock position (the horizon) and the pattern at different angles is described

using decibel units. The use of a decibel scale in incidentally visually understates the relative directionality characteristic of the antenna in the vertical plane. Where the antenna pattern reads 20 dB, the relative RF energy emitted at the corresponding downward angle is 1/100<sup>th</sup> of the maximum that occurs in the main beam (at 0 degrees); at 30 dB, the energy is 1/1000<sup>th</sup> of the maximum.

Note that the automatic pattern-scaling feature of our internal software may skew side-by-side visual comparisons of different antenna models, or even different parties' depictions of the same antenna model.

**Figure 1. 1900 MHz Directional Panel Antenna – Vertical-plane Pattern**



## Compliance Analysis

FCC Office of Engineering and Technology Bulletin 65 (“OET Bulletin 65”) provides guidelines for mathematical models to calculate potential RF exposure levels at various points around transmitting antennas.

Around an antenna site at ground level (in what is called the “far field” of the antennas), the RF levels are directly proportional to the total antenna input power and the relative antenna gain (focusing effect) in the downward direction of

interest – and the levels are otherwise inversely proportional to the square of the straight-line distance to the antenna. Conservative calculations also assume the potential RF exposure is enhanced by reflection of the RF energy from the intervening ground. Our calculations will assume a 100% “perfect”, mirror-like reflection, which is the absolute worst-case approach.

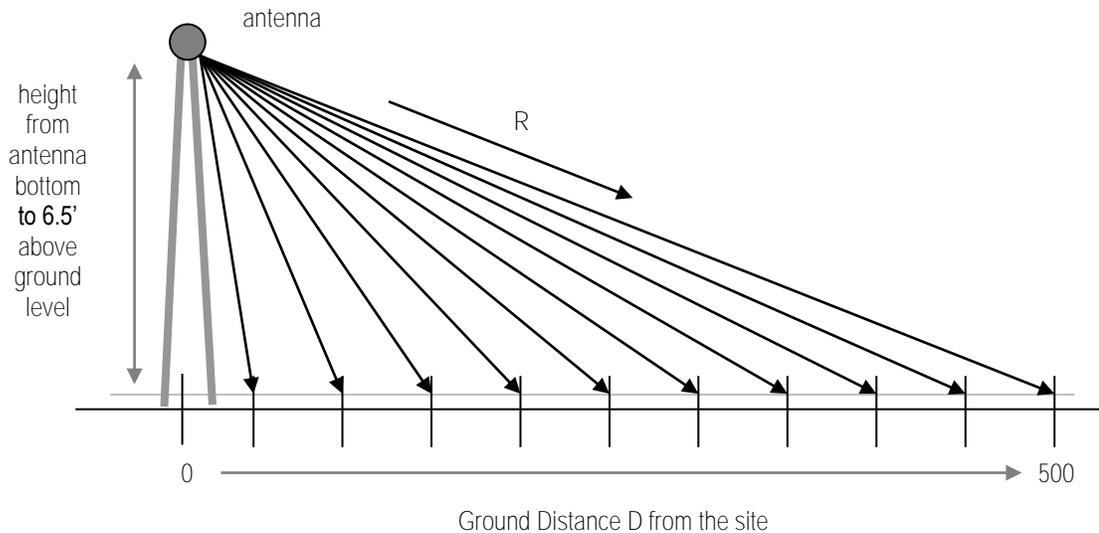
The formula for ground-level MPE compliance assessment of any given wireless antenna operation is as follows:

$$\text{MPE\%} = (100 * \text{TxPower} * 10^{(\text{Gmax-Vdisc})/10} * 4) / (\text{MPE} * 4\pi * R^2)$$

where

MPE%	=	RF level, expressed as a percentage of the FCC MPE limit applicable to continuous exposure of the general public
100	=	factor to convert the raw result to a percentage
TxPower	=	maximum net power into antenna sector, in milliwatts, a function of the number of channels per sector, the transmitter power per channel, and line loss
$10^{(\text{Gmax-Vdisc})/10}$	=	numeric equivalent of the relative antenna gain in the direction of interest downward toward ground level
4	=	factor to account for a 100-percent-efficient energy reflection from the ground, and the squared relationship between RF field strength and power density ( $2^2 = 4$ )
MPE	=	FCC general population MPE limit
R	=	straight-line distance from the RF source to the point of interest, centimeters

The MPE% calculations are normally performed out to a distance of 500 feet from the facility to points 6.5 feet (approximately two meters, the FCC-recommended standing height) off the ground, as illustrated in Figure 2 on the next page.



**Figure 2. Street-level MPE% Calculation Geometry**

It is popularly thought that the farther away one is from an antenna, the lower the RF level – which is generally but not universally correct. The results of MPE% calculations fairly close to the site will reflect the variations in the vertical-plane antenna pattern as well as the variation in straight-line distance to the antennas. Therefore, RF levels may actually increase slightly with increasing distance within the range of zero to 500 feet from the site. As the distance approaches 500 feet and beyond, though, the antenna pattern factor becomes less significant, the RF levels become primarily distance-controlled and, as a result, the RF levels generally decrease with increasing distance. In any case, the RF levels more than 500 feet from a wireless antenna site are well understood to be sufficiently low and always in compliance.

FCC compliance for a collocated antenna site is assessed in the following manner. At each distance point away from the site, an MPE% calculation is made for each antenna operation, including the individual components of dual-band operations. Then, at each point, the sum of the individual MPE% contributions is compared to 100 percent, where the latter figure serves as a normalized reference for compliance with the MPE limit. We refer to the sum of the individual MPE% contributions as “total MPE%”, and any calculated total MPE% result exceeding 100 percent is, by definition, higher than the limit and

represent non-compliance and a need to take action to mitigate the RF levels. If all results are below 100 percent, that indicates compliance with the federal regulations on controlling exposure.

Note that the following conservative methodology and assumptions are incorporated into the MPE% calculations on a general basis:

1. The antennas are assumed to be operating continuously at maximum RF power – i.e., with the maximum number of channels and the maximum transmitter power per channel.
2. The power-attenuation effects of any shadowing or visual obstruction to a line-of-sight path from the antennas to the points of interest at ground level are ignored.
3. The calculations intentionally minimize the distance factor (R) by assuming a 6'6" human and performing the calculations from the bottom (rather than the centerline) of the antenna.
4. The potential RF exposure at ground level is assumed to be 100-percent enhanced (increased) via a "perfect" field reflection from the intervening ground.

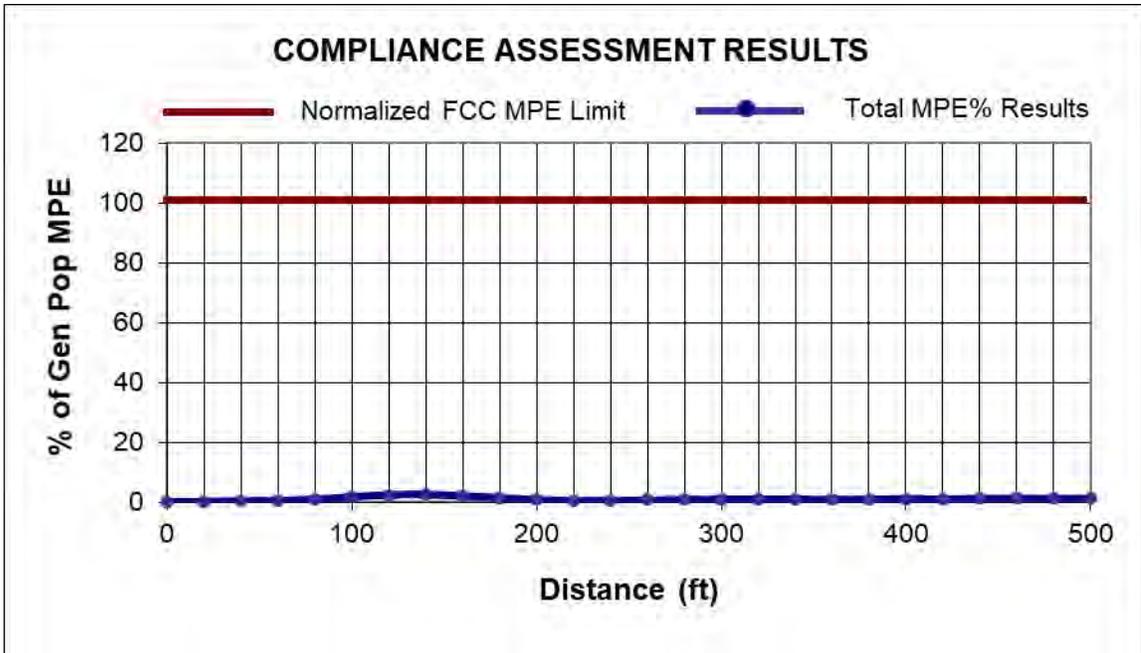
The net result of these assumptions is to intentionally and significantly overstate the calculated RF levels relative to the RF levels that will actually occur – and the purpose of this conservatism is to allow "safe-side" conclusions about compliance with the MPE limit.

The table on the following page provides the results of the MPE% calculations for each operator, with the worst-case overall result highlighted in bold in the last column.

Ground Distance (ft)	Verizon Wireless MPE%	AT&T MPE%	Sprint MPE%	T-Mobile MPE%	Total MPE%
0	0.1202	0.0778	0.0290	0.0054	0.2324
20	0.1290	0.1041	0.0125	0.0096	0.2552
40	0.2156	0.2024	0.0124	0.1260	0.5564
60	0.1861	0.2696	0.0425	0.0706	0.5688
80	0.4676	0.3638	0.0399	0.1479	1.0192
100	0.5230	0.6948	0.0750	0.4346	1.7274
120	0.5516	1.0007	0.0665	0.6987	2.3175
140	0.9227	0.8700	0.1006	0.5282	<b>2.4215</b>
160	0.9187	0.7693	0.1754	0.1404	2.0038
180	0.5165	0.7536	0.1130	0.1033	1.4864
200	0.1560	0.5311	0.0640	0.1083	0.8594
220	0.1082	0.3058	0.0348	0.0745	0.5233
240	0.1858	0.2408	0.0500	0.0598	0.5364
260	0.2958	0.2564	0.0680	0.0917	0.7119
280	0.3365	0.2477	0.0834	0.2192	0.8868
300	0.4367	0.2311	0.0882	0.2481	1.0041
320	0.4493	0.2538	0.0879	0.2264	1.0174
340	0.4489	0.3531	0.0565	0.1665	1.0250
360	0.4301	0.3176	0.0383	0.1032	0.8892
380	0.3916	0.4758	0.0232	0.0761	0.9667
400	0.3381	0.6655	0.0157	0.1047	1.1240
420	0.2784	0.6068	0.0305	0.0956	1.0113
440	0.2556	0.7583	0.0560	0.1596	1.2295
460	0.2048	0.8488	0.0516	0.1779	1.2831
480	0.1629	0.7823	0.0703	0.2095	1.2250
500	0.1509	0.7232	0.0651	0.2490	1.1882

As indicated, the overall worst-case calculated result is 2.4215 percent of the FCC general population MPE limit – well below the 100-percent reference for compliance, particularly given the significant conservatism incorporated in the analysis.

A graph of the overall calculation results, provided on the next page, provides perhaps a clearer *visual* illustration of the relative compliance of the calculated RF levels. The line representing the overall calculation shows an obviously clear, consistent margin to the FCC MPE limit.



## Compliance Conclusion

The FCC MPE limit has been constructed in such a manner that continuous human exposure to RF fields up to and including 100 percent of the MPE limit is acceptable and completely safe.

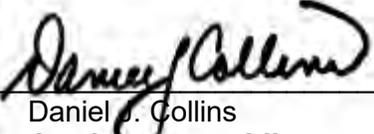
The conservatively calculated maximum RF effect at street level from the assumed worst-case collocation of as many as four wireless carriers is 2.4215 percent of the FCC general population MPE limit. In other words, even with an extremely conservative analysis intended to dramatically overstate the RF effects of any wireless collocation scenario at the site, the calculated worst-case RF level is still more than 40 times below the FCC MPE limit.

The results of the calculations indicate clear compliance with the FCC regulations and the related MPE limit, even for a worst-case collocation scenario. Because of the conservative calculation methodology and operational assumptions applied in this analysis, the RF levels actually caused by any more realistic collocation of antennas at this site would be even less significant than the calculation results here indicate, and compliance would be achieved by an even larger margin.

## CERTIFICATION

It is the policy of Pinnacle Telecom Group that all FCC RF compliance assessments are reviewed, approved, and signed by the firm's Chief Technical Officer who certifies as follows:

1. I have read and fully understand the FCC regulations concerning RF safety and the control of human exposure to RF fields (47 CFR 1.1301 *et seq*).
2. To the best of my knowledge, the statements and information disclosed in this report are true, complete and accurate.
3. The analysis of site RF compliance provided herein is consistent with the applicable FCC regulations, additional guidelines issued by the FCC, and industry practice.
4. The results of the analysis indicate that the subject antenna operations will be in compliance with the FCC regulations concerning the control of potential human exposure to the RF emissions from antennas.



---

Daniel J. Collins  
Chief Technical Officer

Pinnacle Telecom Group, LLC

12/11/19

---

Date

## Appendix A. Background on the FCC MPE Limit

As directed by the Telecommunications Act of 1996, the FCC has established limits for maximum continuous human exposure to RF fields.

The FCC maximum permissible exposure (MPE) limits represent the consensus of federal agencies and independent experts responsible for RF safety matters. Those agencies include the National Council on Radiation Protection and Measurements (NCRP), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the American National Standards Institute (ANSI), the Environmental Protection Agency (EPA), and the Food and Drug Administration (FDA). In formulating its guidelines, the FCC also considered input from the public and technical community – notably the Institute of Electrical and Electronics Engineers (IEEE).

The FCC's RF exposure guidelines are incorporated in Section 1.301 *et seq* of its Rules and Regulations (47 CFR 1.1301-1.1310). Those guidelines specify MPE limits for both occupational and general population exposure.

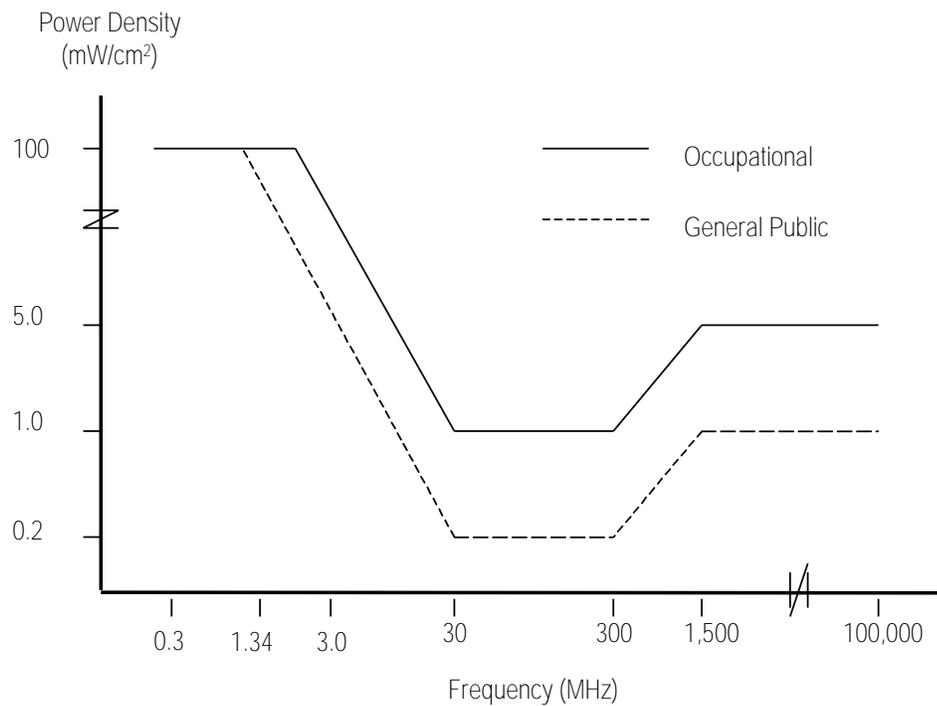
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in the form of heat). The occupational MPE guidelines incorporate a safety factor of 10 or greater with respect to RF levels known to represent a health hazard, and an additional safety factor of five is applied to the MPE limits for general population exposure. Thus, the general population MPE limit has a built-in safety factor of more than 50. The limits were constructed to appropriately protect humans of both sexes and all ages and sizes and under all conditions – and continuous exposure at levels equal to or below the applicable MPE limits is considered to result in no adverse health effects or even health risk.

The reason for *two* tiers of MPE limits is based on an understanding and assumption that members of the general public are unlikely to have had appropriate RF safety training and may not be aware of the exposures they receive; occupational exposure in controlled environments, on the other hand, is assumed to involve individuals who have had such training, are aware of the exposures, and know how to maintain a safe personal work environment.

The FCC's RF exposure limits are expressed in two equivalent forms, using alternative units of field strength (expressed in volts per meter, or V/m), and power density (expressed in milliwatts per square centimeter, or mW/cm<sup>2</sup>). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm<sup>2</sup> reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm <sup>2</sup> )	General Public Exposure (mW/cm <sup>2</sup> )
0.3 - 1.34	100	100
1.34 - 3.0	100	180 / F <sup>2</sup>
3.0 - 30	900 / F <sup>2</sup>	180 / F <sup>2</sup>
30 - 300	1.0	0.2
300 - 1,500	F / 300	F / 1500
1,500 - 100,000	5.0	1.0

The diagram below provides a graphical illustration of both the FCC's occupational and general population MPE limits.



Because the FCC's RF exposure limits are frequency-shaped, the exact MPE limits applicable to the instant situation depend on the frequency range used by the systems of interest.

The most appropriate method of determining RF compliance is to calculate the RF power density attributable to a particular system and compare that to the MPE limit applicable to the operating frequency in question. The result is usually expressed as a percentage of the MPE limit.

For potential exposure from multiple systems, the respective percentages of the MPE limits are added, and the total percentage compared to 100 (percent of the limit). If the result is less than 100, the total exposure is in compliance; if it is more than 100, exposure mitigation measures are necessary to achieve compliance.

Note that the FCC “categorically excludes” all “non-building-mounted” wireless antenna operations whose mounting heights are more than 10 meters (32.8 feet) from the routine requirement to demonstrate compliance with the MPE limit, because such operations “are deemed, individually and cumulatively, to have no significant effect on the human environment”. The categorical exclusion also applies to *all* point-to-point antenna operations, regardless of the type of structure they’re mounted on. Note that the FCC considers any facility qualifying for the categorical exclusion to be automatically in compliance.

### ***FCC References on RF Compliance***

47 CFR, FCC Rules and Regulations, Part 1 (Practice and Procedure), Section 1.1310 (Radiofrequency radiation exposure limits).

FCC Second Memorandum Opinion and Order and Notice of Proposed Rulemaking (FCC 97-303), *In the Matter of Procedures for Reviewing Requests for Relief From State and Local Regulations Pursuant to Section 332(c)(7)(B)(v) of the Communications Act of 1934 (WT Docket 97-192), Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (ET Docket 93-62), and Petition for Rulemaking of the Cellular Telecommunications Industry Association Concerning Amendment of the Commission's Rules to Preempt State and Local Regulation of Commercial Mobile Radio Service Transmitting Facilities*, released August 25, 1997.

FCC First Memorandum Opinion and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released December 24, 1996.

FCC Report and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released August 1, 1996.

FCC Office of Engineering and Technology (OET) Bulletin 65, “Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields”, Edition 97-01, August 1997.

FCC Office of Engineering and Technology (OET) Bulletin 56, “Questions and Answers About Biological Effects and Potential Hazards of RF Radiation”, edition 4, August 1999.

## APPENDIX B. SUMMARY OF EXPERT QUALIFICATIONS

**Daniel J. Collins, Chief Technical Officer, Pinnacle Telecom Group, LLC**

<p><b>Synopsis:</b></p>	<ul style="list-style-type: none"> <li>• 40+ years of experience in all aspects of wireless system engineering, related regulation, and RF exposure</li> <li>• Has performed or led RF exposure compliance assessments on more than 20,000 antenna sites since the latest FCC regulations went into effect in 1997</li> <li>• Has provided testimony as an RF compliance expert more than 1,500 times since 1997</li> <li>• Have been accepted as an FCC compliance expert in New York, New Jersey, Connecticut, Pennsylvania and more than 40 other states, as well as by the FCC</li> </ul>
<p><b>Education:</b></p>	<ul style="list-style-type: none"> <li>• B.E.E., City College of New York (Sch. Of Eng.), 1971</li> <li>• M.B.A., 1982, Fairleigh Dickinson University, 1982</li> <li>• Bronx High School of Science, 1966</li> </ul>
<p><b>Current Responsibilities:</b></p>	<ul style="list-style-type: none"> <li>• Leads all PTG staff work involving RF safety and FCC compliance, microwave and satellite system engineering, and consulting on wireless technology and regulation</li> </ul>
<p><b>Prior Experience:</b></p>	<ul style="list-style-type: none"> <li>• Edwards &amp; Kelcey, VP – RF Engineering and Chief Information Technology Officer, 1996-99</li> <li>• Bellcore (a Bell Labs offshoot after AT&amp;T's 1984 divestiture), Executive Director – Regulation and Public Policy, 1983-96</li> <li>• AT&amp;T (Corp. HQ), Division Manager – RF Engineering, and Director – Radio Spectrum Management, 1977-83</li> <li>• AT&amp;T Long Lines, Group Supervisor – Microwave Radio System Design, 1972-77</li> </ul>
<p><b>Specific RF Safety / Compliance Experience:</b></p>	<ul style="list-style-type: none"> <li>• Involved in RF exposure matters since 1972</li> <li>• Have had lead corporate responsibility for RF safety and compliance at AT&amp;T, Bellcore, Edwards &amp; Kelcey, and PTG</li> <li>• While at AT&amp;T, helped develop the mathematical models for calculating RF exposure levels</li> <li>• Have been relied on for compliance by all major wireless carriers, as well as by the federal government, several state and local governments, equipment manufacturers, system integrators, and other consulting / engineering firms</li> </ul>
<p><b>Other Background:</b></p>	<ul style="list-style-type: none"> <li>• Author, <i>Microwave System Engineering</i> (AT&amp;T, 1974)</li> <li>• Co-author and executive editor, <i>A Guide to New Technologies and Services</i> (Bellcore, 1993)</li> <li>• National Spectrum Management Association (NSMA) – former three-term President and Chairman of the Board of Directors; was founding member, twice-elected Vice President, long-time member of the Board, and was named an NSMA Fellow in 1991</li> <li>• Have published more than 35 articles in industry magazines</li> </ul>



January 21, 2020

Honorable Chairman and Members of the Planning Board  
 Town of Carmel  
 60 McAlpin Avenue,  
 Mahopac, NY 10541

**Re: Site ID: NY054**  
**Location Name: Glencoma Lake**  
**Dewberry No.: 50114388**  
**Site Address: Walton Drive**  
**Mahopac, NY 10541**

To Whom It May Concern,

As part of the proposed telecommunication facility installation, Verizon Wireless is proposing a 15kW Ascot International diesel generator. Ascot International indicates that the noise level output is 66-70 dBA @ 23 feet.

The approximate projected noise levels at the property lines are as follows:

<u>Property Line</u>	<u>Distance</u>	<u>Noise Level</u>
North	2040'	0 dBA
South	396'	0 dBA
East	108'	47 dBA
West	1104'	0 dBA

Approximate noise levels are based on the Inverse Square Law.

Noise level regulations per Section 104-14(B) of the Town Code for the Residential Zone district in the town of Carmel, NY are as follows:

8:00 AM – 6:00 PM not to exceed 65 dBA @ the property line  
 6:00 PM – 8:00 AM not to exceed 50 dBA @ the property line

The generator is expected to only run in emergency situations and will be routinely cycled for approximately 30 minutes a week on a weekday between 8:00 AM and 6:00 PM. Based on the foregoing, the generator will comply with the town noise code.

If you have any questions, please do not hesitate to call me at 973.739.9400.

Sincerely,  
 Dewberry Engineers Inc.

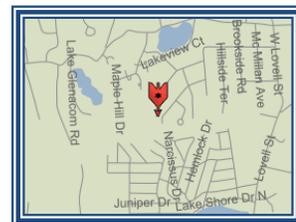


Gregory Nawrotzki, PE  
 NY Professional Engineer License No. 097512

**OPINION LETTER**

December 31, 2019

Christine Vergati  
Homeland Towers, LLC  
9 Harmony Street, 2<sup>nd</sup> Floor  
Danbury, CT 06810



RE: **NY054 – Glencoma Lake, NY Airspace Analysis**  
**Latitude (NAD-83): 41° 20' 56.88" N**  
**Longitude (NAD-83): 73° 43' 49.94" W**  
**Ground Elevation: 741.0 ft AMSL**  
**Tower tip height: 140.0 ft AGL**  
**Overall height: 881.0 ft AMSL**

Dear Ms. Vergati,

Our airspace analysis results for the NY054 – Glencoma Lake, NY site are as follows:

1. **Filing an FAA Form 7460-1 is not required for the proposed tower height of 140.0 ft AGL (881.0 ft AMSL). The maximum allowable height for not filing an FAA Form 7460-1 is 200 ft.**
2. **FCC's TOWAIR Determination indicates that this structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided. The maximum allowable height is for not filing for an ASR is 200 ft AGL.**
3. The FAA Form 7460-1 for NY054 – Glencoma Lake, NY at 140.0 ft AGL was not filed as of January 1, 2020.
4. The proposed site is 10.897 nm West from the nearest public landing facility – DXR: Danbury Muni. At an overall height of 881.0 ft AMSL, it does not exceed FAR 77.9 (a) or FAR 77.9 (b) Notice Criteria for DXR airport. This airport has both Circling and Straight-In Instrument approach procedures. It does not exceed any glide slopes of DXR airport. DXR: Danbury Muni is an airport type landing facility and it is associated with the city of Danbury, CT.
5. The proposed site is not within any of the instrument approach procedures of DXR airport.
6. The nearest private landing facility is 96NY: Massaro, which is a heliport type landing facility not eligible for study under FAR Part 77 sub-Part C. It is 2.05 nm North from the proposed site.
7. The proposed 140.0 ft AGL tower would not adversely affect low altitude en route airways and/ or VFR routes in the area.
8. The nearest AM tower is WLNA, which is 10.05 mi (16174 meters) away bearing 253.78°. WLNA AM is operating a directional type antenna system. As noted per the FCC AM Tower Locator and per FCC regulation 13-115, Section 1.30002, the structure will not require a "Proof of Performance" measurement study before and after construction.
9. Marking and lighting are not required for the proposed tower height of 140.0 ft AGL.
10. All Wireless Applications Corp. analyses are based on the latest AIRSPACE, FAA Notice Criteria Tool and FCC TOWAIR programs.

If you have any questions, please do not hesitate to call.

Thank you.

Ronald W. Lageson, Jr.  
425-643-5000 (office)  
425-649-5675 (fax)



December 23, 2019

Klaus Wimmer  
Homeland Towers, LLC  
9 Harmony Street, 2nd Floor  
Danbury, CT 06810

*Re: Wetland Delineation  
Walton Drive Site  
Town of Carmel, Putnam County, New York*

Dear Klaus:

Ecological Solutions, LLC completed a wetland delineation at the rear and center of the site in accordance with the Army Corps of Engineers (USACE) Wetlands Delineation Manual (January 1987), Routine Determination Method and recent Northcentral/Northeast supplement during April 2018. Federal wetlands and waters of the US do not contain any regulated buffer area. There is no New York State Department of Environmental Conservation (NYSDEC) regulated wetland in the project area however there is a NYSDEC regulated wetland in the vicinity of the project area being about 1,060 ft west of any area of disturbance for the proposed communications tower facility. The NYSDEC in an email dated October 16, 2019 stated that there is no NYSDEC regulated wetland or Adjacent Area on the property. The Town of Carmel also has a wetland law - Chapter 89 and imposes a 100 foot regulated buffer to the wetland boundary.

Federal and Town wetlands were delineated based upon the identification of the three mandatory criteria for wetland determination as outlined in the 1987 Federal Manual and supplement: dominant hydrophytic vegetation, hydric soils, and evidence of wetland hydrology. The Routine Methodology procedure for wetland determination was used. Transects consisting of at several sample points were walked. Dominant vegetation around each sample point was identified and its percent cover quantified. The areas were checked in detail for the presence of wetland hydrologic indicators. Soil profiles were then observed and characterized at each point.

The detailed field investigation included:

1. Identification of vegetation species to determine whether there was a dominance of hydrophytic plants and areas containing transitional but primarily wetland-oriented species.
2. Determination of soil features for hydric (poorly and very poorly drained) natural soils.
3. Observation of site features displaying evidence of wetland hydrology based on the presence of inundated areas, apparent high seasonal water tables, and evidence of saturation within 12 inches of the surface (considered the root zone) during sufficient periods during the growing season to provide for anaerobic/hydric soil conditions.

The federal and Town wetlands delineated on the site are best classified as a hillside seep and drainage ditches.

The wetlands delineated in the project area are depicted on the map entitled, "Partial Boundary and Topographic Survey" Sheet VB-102 prepared by Langan Engineering & Surveying and dated April 10, 2018. Based on this delineation no NYSDEC, Federal or Town wetland or watercourse permits are required.

If you need any additional information, please contact me.

Sincerely,  
ECOLOGICAL SOLUTIONS, LLC

A handwritten signature in cursive script, appearing to read "Michael Nowicki".

Michael Nowicki  
Biologist

## Klaus Wimmer

---

**From:** Fisher, Joshua M (DEC) <Joshua.Fisher@dec.ny.gov>  
**Sent:** Wednesday, October 16, 2019 3:43 PM  
**To:** Klaus Wimmer  
**Cc:** Michael Nowicki  
**Subject:** RE: NY054 Glencoma Lake - Walton Drive, Mahopac, NY

**Categories:** Red Category

Correct, I don't need to inspect it...unless you plan on working about 1,000 feet to the west.

### Josh Fisher

Biologist, Bureau of Ecosystem Health  
**New York State Department of Environmental Conservation**  
21 South Putt Corners Rd., New Paltz, NY 12561  
Office: (845) 256-3113 | [joshua.fisher@dec.ny.gov](mailto:joshua.fisher@dec.ny.gov)  
Cell: (845) 220-8570  
[www.dec.ny.gov](http://www.dec.ny.gov) |  | 

**From:** Klaus Wimmer <kw@homelandtowers.us>  
**Sent:** Wednesday, October 16, 2019 3:26 PM  
**To:** Fisher, Joshua M (DEC) <Joshua.Fisher@dec.ny.gov>  
**Cc:** Michael Nowicki <ecolsol@aol.com>  
**Subject:** RE: NY054 Glencoma Lake - Walton Drive, Mahopac, NY

*ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.*

Thanks Josh, so it's a Town wetland and does that mean you don't need to inspect it ?

*Klaus Wimmer*

Regional Manager



HOMELAND TOWERS

9 Harmony Street, 2<sup>nd</sup> Floor  
Danbury, CT 06810  
**Office:** (203) 297-6345 | **Cell:** (201) 289-6750  
**Email:** [kw@homelandtowers.us](mailto:kw@homelandtowers.us)

This message originates from the firm of Homeland Towers, LLC. The information contained in this e-mail and any files transmitted with it may be a confidential communication or may otherwise be privileged and confidential and part of the work product doctrine. If the reader of this message, regardless of the address or routing, is not an intended recipient, you are hereby notified that you have received this transmittal in error and any review, use, distribution, dissemination or copying is strictly prohibited. If you have received this message in error, please delete this e-mail and all files transmitted with it from your system and immediately notify Homeland Towers, LLC by sending a reply e-mail to the sender of this message. Thank you.

**From:** Fisher, Joshua M (DEC) <[Joshua.Fisher@dec.ny.gov](mailto:Joshua.Fisher@dec.ny.gov)>  
**Sent:** Wednesday, October 16, 2019 3:24 PM  
**To:** Klaus Wimmer <[kw@homelandtowers.us](mailto:kw@homelandtowers.us)>

**Cc:** Michael Nowicki <[ecolsol@aol.com](mailto:ecolsol@aol.com)>

**Subject:** RE: NY054 Glencoma Lake - Walton Drive, Mahopac, NY

Hi Klaus, the wetland shown on your plan is not a NYSDEC regulated wetland.

**Josh Fisher**

Biologist, Bureau of Ecosystem Health

**New York State Department of Environmental Conservation**

21 South Putt Corners Rd., New Paltz, NY 12561

Office: (845) 256-3113 | [joshua.fisher@dec.ny.gov](mailto:joshua.fisher@dec.ny.gov)

Cell: (845) 220-8570

[www.dec.ny.gov](http://www.dec.ny.gov) |  | 

**From:** Klaus Wimmer <[kw@homelandtowers.us](mailto:kw@homelandtowers.us)>

**Sent:** Wednesday, October 16, 2019 11:01 AM

**To:** Fisher, Joshua M (DEC) <[Joshua.Fisher@dec.ny.gov](mailto:Joshua.Fisher@dec.ny.gov)>

**Cc:** Michael Nowicki <[ecolsol@aol.com](mailto:ecolsol@aol.com)>

**Subject:** NY054 Glencoma Lake - Walton Drive, Mahopac, NY

*ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.*

Hi Josh,

We have another tower project in Carmel that has a little wetland (runoff from an underground water tank overflow) on the property that I was hoping you can inspect. Mike was out to flag it several months ago. Attached please see the delineation survey and site plan. As you can see we are well over 100' from the wetland. The survey is signed & sealed and I'll bring the originals to the visit. Please let me know if you need the surveyor to sign the validation block first or after your visit.

Please let me know when you're in the area and can take a look at this

Thanks

*Klaus Wimmer*

Regional Manager



HOMELAND TOWERS

9 Harmony Street, 2<sup>nd</sup> Floor

Danbury, CT 06810

**Office:** (203) 297-6345 | **Cell:** (201) 289-6750

**Email:** [kw@homelandtowers.us](mailto:kw@homelandtowers.us)

This message originates from the firm of Homeland Towers, LLC. The information contained in this e-mail and any files transmitted with it may be a confidential communication or may otherwise be privileged and confidential and part of the work product doctrine. If the reader of this message, regardless of the address or routing, is not an intended recipient, you are hereby notified that you have received this transmittal in error and any review, use, distribution, dissemination or copying is strictly prohibited. If you have received this message in error, please delete this e-mail and all files transmitted with it from your system and immediately notify Homeland Towers, LLC by sending a reply e-mail to the sender of this message. Thank you.



HOMELAND TOWERS

Honorable Chairman  
and Members of the Planning Board  
Town of Carmel Town Hall  
60 McAlpin Avenue  
Mahopac, New York 10541

Re: Site Plan and Special Permit Application for  
Walton Drive, Mahopac, New York  
**Co-location commitment letter**

Dear Hon. Chairman Paepre and Members of the Planning Board:

As owner of the above referenced proposed tower and as required under §156-62(F)(1)(s) of the Town of Carmel Code, Homeland Towers, LLC ("Homeland Towers") hereby consents to allow additional antennas (for purposes of collocating) on any new antenna towers, if feasible.

Very truly yours,  
Homeland Towers, LLC

By:   
Name: Manuel J. Vicente  
Title: President



January 21, 2020

Honorable Chairman Paepfer and  
Members of the Planning Board  
Town of Carmel  
60 McAlpin Avenue  
Mahopac, NY 10541

RE: Application for site plan and special permit approval for  
Glencoma Lake: Walton Drive, Mahopac, New York

Hon. Chairman Paepfer and Members of the Planning Board:

I am the Regional Manager for Homeland Towers, LLC. In connection with our request for site plan and special permit approval to locate a public utility wireless telecommunications facility ("Facility") at the above captioned property ("Property"). I would like to propose the following balloon and drive test schedule. The proposed Facility consists of a 140-foot monopole and a 30'x 85' fenced compound. The Property is located in the Residential Zone District where the Facility is permitted in accordance with Section 156-062 of the Town of Carmel Zoning Code.

1. Balloon tests will be conducted for 6 days, starting with Friday February 14, 2020, Saturday February 15, 2020, Monday February 17, 2020, Friday February 21, 2020, Saturday February 22, 2020 and Monday February 24, 2020. In case of inclement weather on any of the foregoing days, balloon tests will be conducted on the next Friday, Saturday and Monday dates until 6 days are completed. The balloon test will be conducted starting at approximately 8 am until 12 pm.
2. A full Visual Resource Evaluation will be submitted, including photographic renderings. Photographs will be taken from the viewpoints on the attached Viewshed maps, as well as any location reasonably requested by the Planning Board in advance of the first test.
3. A drive test using a crane to obtain signal data will be conducted on February \_\_\_\_, 2020. The test will be conducted at 3 heights, being 140, 120 and 100 feet above ground level. The signal data will be presented to the Planning Board and its consultant.

Thank you for your consideration. Please contact me with any questions or for additional information.

Klaus Wimmer, Regional Manager  
Homeland Towers, LLC  
(203) 297-6345



January 21, 2020

Honorable Chairman Paeprer and  
Members of the Planning Board  
Town of Carmel  
60 McAlpin Avenue  
Mahopac, NY 10541

RE: Area analysis of feasibility of alternate existing structure sites or collocation opportunities

Hon. Chairman Paeprer and Members of the Planning Board:

I am the Regional Manager for Homeland Towers, LLC. I was responsible for identifying a suitable location for a telecommunications facility that would remedy the significant gap in reliable wireless service throughout the southern portion of Carmel in the vicinity and along Union Valley Road and adjoining residential areas.

In consultation with Verizon Wireless based on its siting needs in the area, I began exploring the area in the vicinity of the proposed site for a facility location taking into account the Town's Zoning Code, collocation opportunities, land uses, potential environmental impacts, leasing and construction feasibility.

Town Code Section 156-62. I. establishes a priority ranking for the location of wireless telecommunications facilities and requires that: *"Applicants for wireless telecommunications facilities shall locate, site and erect said wireless telecommunications facilities, including towers and other tall structures, in accordance with the following priorities, one being the highest priority and six being the lowest priority"*.

*Priority 1. On existing tall structures or wireless telecommunications towers in nonresidential zoning districts*

I performed a review of the Town's zoning map and a series of field visits to determine if there were any "existing tall structure or wireless telecommunications towers in a nonresidential zoning district" and found that the only existing tall structure is a 81' tall stealth tower, approximately 1.15 miles to the west located at 195 Route 6, Mahopac. This existing tower is too close (about 0.6 miles) from an existing Verizon Wireless roof top installation at 361 Route 6, and about 0.5 miles from an existing Verizon Wireless site at 80 Route 6, Somers, NY. There are no other existing tall structures in nonresidential zoning districts (see Exhibit A)

*Priority 2. Collocation on a site with existing wireless telecommunications towers or structures in nonresidential districts, not fronting on NYS Routes 6, 6N, 52 and 301*



I performed a detailed review of the Town's zoning map and series of field visits to determine if there were any existing wireless communication towers or tall structures in non-residential zoning districts not fronting on NYS Routes 6, 6N, 52 and 301 that would be suitable for collocation. Based on my review there is no structure that meets this criteria within a 2 mile radius of the proposed site. (see Exhibit B)

*Priority 3. Collocation on a site with existing wireless telecommunications towers or structures in any other nonresidential districts*

I performed a detailed review of the Town's zoning map and series of in-depth field surveys to determine if there were any existing wireless communication towers or tall structures in any other non-residential zoning districts that would be suitable for collocation. Based on my review there is no structure that meets these criteria within a 2-mile radius of the proposed site. (see Exhibit C)

*Priority 4: Installation of a new wireless telecommunications facility in any nonresidential district*

I reviewed the Town's zoning map to determine the location of a "non-residential zoning district" suitable for the installation of a new wireless communications facility that would provide coverage for Verizon's service gap. The closest nonresidential zoned property is located at 24 Miller St, Parcel ID 86.11-1-14 approximately 0.7 miles west from the proposed site that is zoned "Commerce/Business Park". An analysis of this location determined that it was about 0.75 miles from existing Verizon Wireless sites at 361 Route 6 Mahopac and an existing site at 80 Route 6, Somers and due to this proximity not suitable for the installation of a new wireless communications facility. In addition, the eastern part of this property slopes downhill to an elevation of about 600 ft above sea level, which is approximately 140 ft lower in elevation than the proposed location. (see Exhibits D, D1, D-2 )

*Priority 5. Installation of a new wireless telecommunications facility in any residential district*

Having explored all the required higher priority locations, I finally evaluated potential locations in a "residential" zoning district and utilized the Putnam County GIS online mapping service and the Towns zoning map to identify what if any residential zoned properties might be suitable. In particular I selected properties based on zoning code regulations, the location of existing on-air sites, size and acreage, distance from residences, environmental impact considerations, constructability and elevation. I identified the following residential zoned properties; the location of the identified properties is shown on the tax map attached as Exhibit E:

- A. 200 Union Valley Rd, Mahopac, Tax parcel # 76.17-1-28. This 34 acre vacant property is owned by Parent Estate, PO Box 396, Mahopac, NY 10541. A certified letter was sent on October 2, 2017. The certified letter was returned unclaimed. I follow up letter with regular mail was sent on November 2, 2017. Copies of the letters are attached in Exhibit F. I never received a response to my letter.
- B. 55 Fenwood Rd, Mahopac, Tax parcel # 76.18-2-56 This 9.3 acre property is owned by David & Dielle Simajlaj, same address. A certified letter was sent on October 2, 2017. A copy of the letter is attached in Exhibit F. I never received a response to my letter.



## HOMELAND TOWERS

- C. 74 Teakettel Spout Rd, Mahopac, Tax parcel # 76.17-2-2. This 15.2 acre property is owned by Jeffrey & Debra Kessler, same address. A certified letter was sent on October 2, 2017. A copy of the letter is attached in Exhibit F. Mr. Kessler responded by phone to my letter and expressed an initial interest. I followed up with him by phone and he stated that he would discuss it with his family. I followed up with him a couple times, but he never responded to my calls.
- D. 45 Margaret Rd, Mahopac, Tax parcel# 87.7-1-24. This 43 acre property is owned by Kenneth Sullivan & Sean Kelly 1524 Broad St, North Bellmore, NY 11710. A certified letter was sent on October 2 and October 23, 2017. A copy of the letter is attached in Exhibit F. Mr. Sullivan responded to the letter and expressed initial interest, however he did not respond to my subsequent follow up calls.
- E. 545 Union Valley Rd, Mahopac, NY 10541, Tax Parcel ID# 87.7-1-7. This 74 acre parcel is owned by Willow Wood Rifle and Pistol Club at 551 Union Valley Rd, Mahopac, NY 10541. A certified letter was sent on October 2, 2017. A copy of the letter is attached in Exhibit F. I visited the club as a follow up to the letter and discussed this proposal with the Club President Mr. Calcagnini. The Club was interested in our proposal but is was subsequently determined that the location was too far east and would not provide coverage for the service gap.
- F. 78 Englewood Terrace, Mahopac, Tax# 76.19-1-55. This 25 acre parcel is owned by Vincent Perrone, 7 Vails Ln, Katonah NY 10536. A certified letter was sent on October 2, 2017. A copy of the letter is attached in Exhibit F. I never received a response to my letter.
- G. Maple Hill Dr, Mahopac, Parcel ID # 87.5-1-90. This 70 acre property is owned by and are the common lands of the Maple Hill Estates Home Owners Association, Inc, and is subject to this application.

Based on the above limitations, the local topography, existing site locations and coverage objective, the number of available properties was extremely limited. The only property that was interested in leasing space and that also provides coverage for the service gap, is the subject site. Since this site is approved by Verizon Wireless, Homeland Towers, LLC entered into an agreement with the property owner and is seeking a Special Permit for the site.

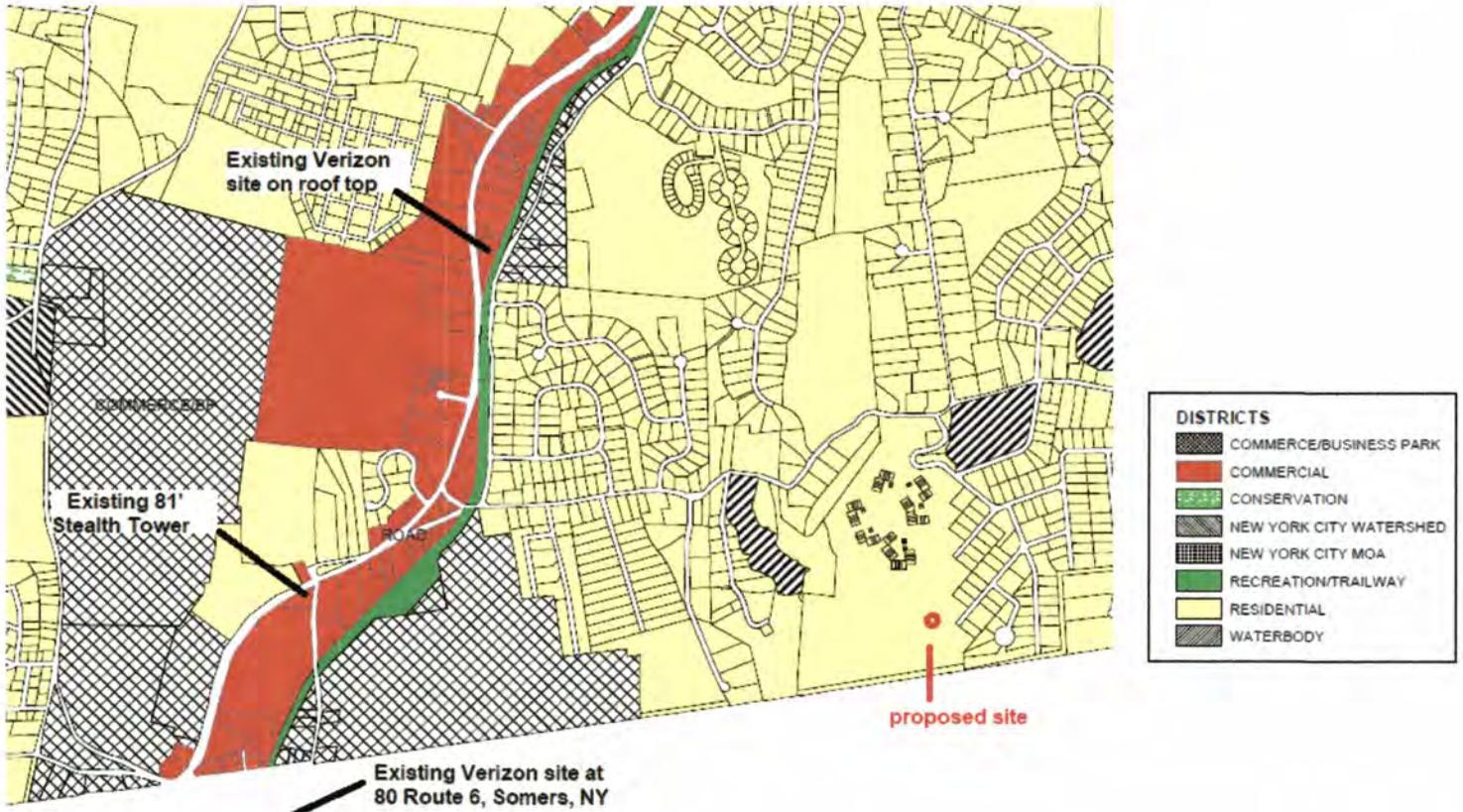
In conclusion, there are no existing structures or collocation opportunities at higher priority ranked locations as an alternative for the proposed facility. Based on its location and the surrounding area, including the Zoning Code requirements, the proposed site is the least intrusive alternative to remedy Verizon Wireless' significant gap in service.

Respectfully,

Klaus Wimmer  
Regional Manager  
Homeland Towers, LLC.

## EXHIBIT A

Priority 1. On existing tall structures or wireless telecommunications towers in nonresidential zoning districts

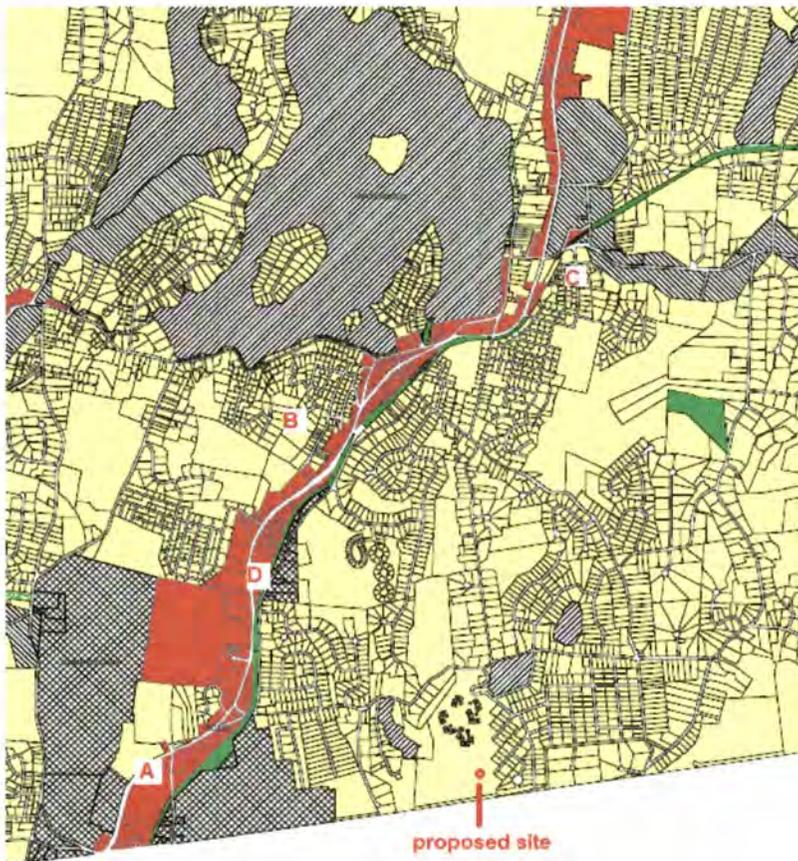


Existing 81' stealth tower structure in Commercial Zone, approximately 1.15 miles west of the proposed site at 195 Route 6, Mahopac. Verizon Wireless is also located on a roof top at 361 Route 6 Mahopac, and at 80 Route 6, Somers, NY. There are no other existing tall structures in nonresidential zoning districts.

## EXHIBIT B

Priority 2: Colocation on existing wireless telecommunications towers or structures in nonresidential districts, not fronting on NYS Routes 6, 6N, 52 and 301

This zoning map shows the locations of all existing wireless telecommunications towers or structures in both nonresidential and residential districts



A: existing 81 ft Tower in commercial zone at 195 Route 6

B: existing 195 ft Tower in residential zone 51 Crest Drive

C: existing 120 ft Tower in residential zone at 55 McAlpin Ave.

D: existing Verizon roof top installation (+/- 30 ft ) at 361 Route 6.

#### DISTRICTS

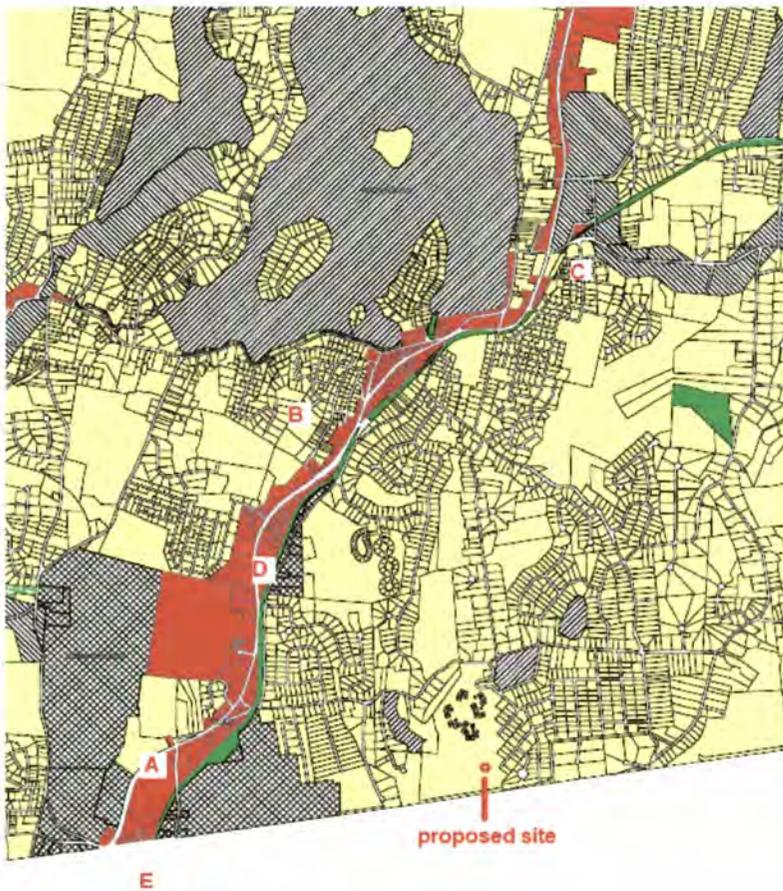
-  COMMERCE/BUSINESS PARK
-  COMMERCIAL
-  CONSERVATION
-  NEW YORK CITY WATERSHED
-  NEW YORK CITY MOA
-  RECREATION/TRAILWAY
-  RESIDENTIAL
-  WATERBODY

Based on my review there are no existing wireless telecommunications towers or structures in nonresidential districts not fronting on NYS Routes 6, 6N, 52 and 301 within a 1-2 mile radius of the proposed site.

## EXHIBIT C

Priority 3. Collocation on a site with existing wireless telecommunications towers or structures in any other nonresidential districts

This zoning map shows the locations of all existing wireless telecommunications towers or structures on both nonresidential and residential districts



A: existing 81 ft Tower in commercial zone at 195 Route 6

B: existing 195 ft Tower in residential zone 51 Crest Drive

C: existing 120 ft Tower in residential zone at 55 McAlpin Ave.

D: existing Verizon roof top installation (+/- 30 ft ) at 361 Route 6.

E. existing Verizon site at 80 Route 6, Somers, NY.

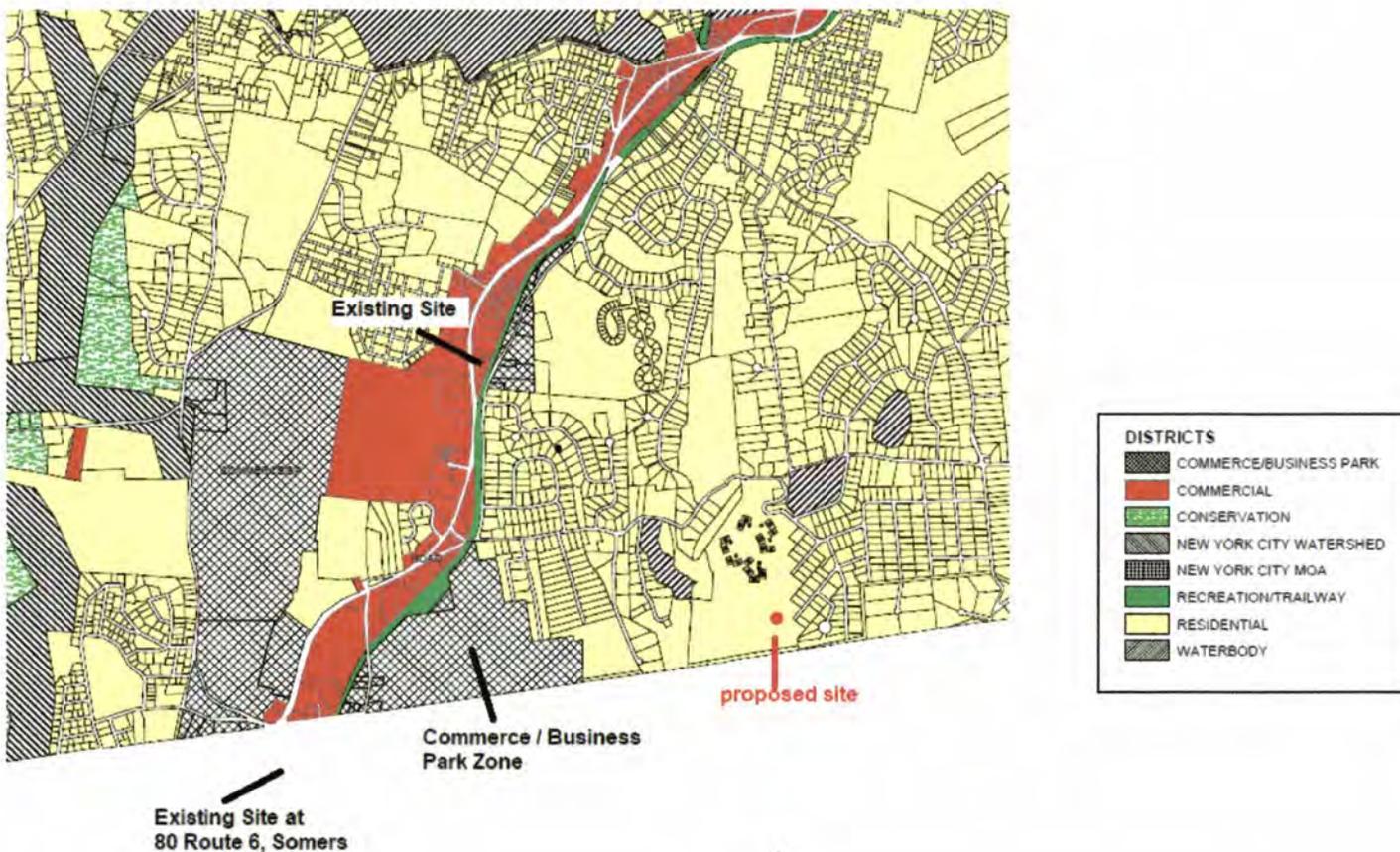
### DISTRICTS

	COMMERCE/BUSINESS PARK
	COMMERCIAL
	CONSERVATION
	NEW YORK CITY WATERSHED
	NEW YORK CITY MOA
	RECREATION/TRAILWAY
	RESIDENTIAL
	WATERBODY

Based on my review there are no existing wireless telecommunications towers or structures in any other nonresidential district.

## EXHIBIT D

Priority 4: Installation of a new wireless telecommunications facility in any nonresidential district



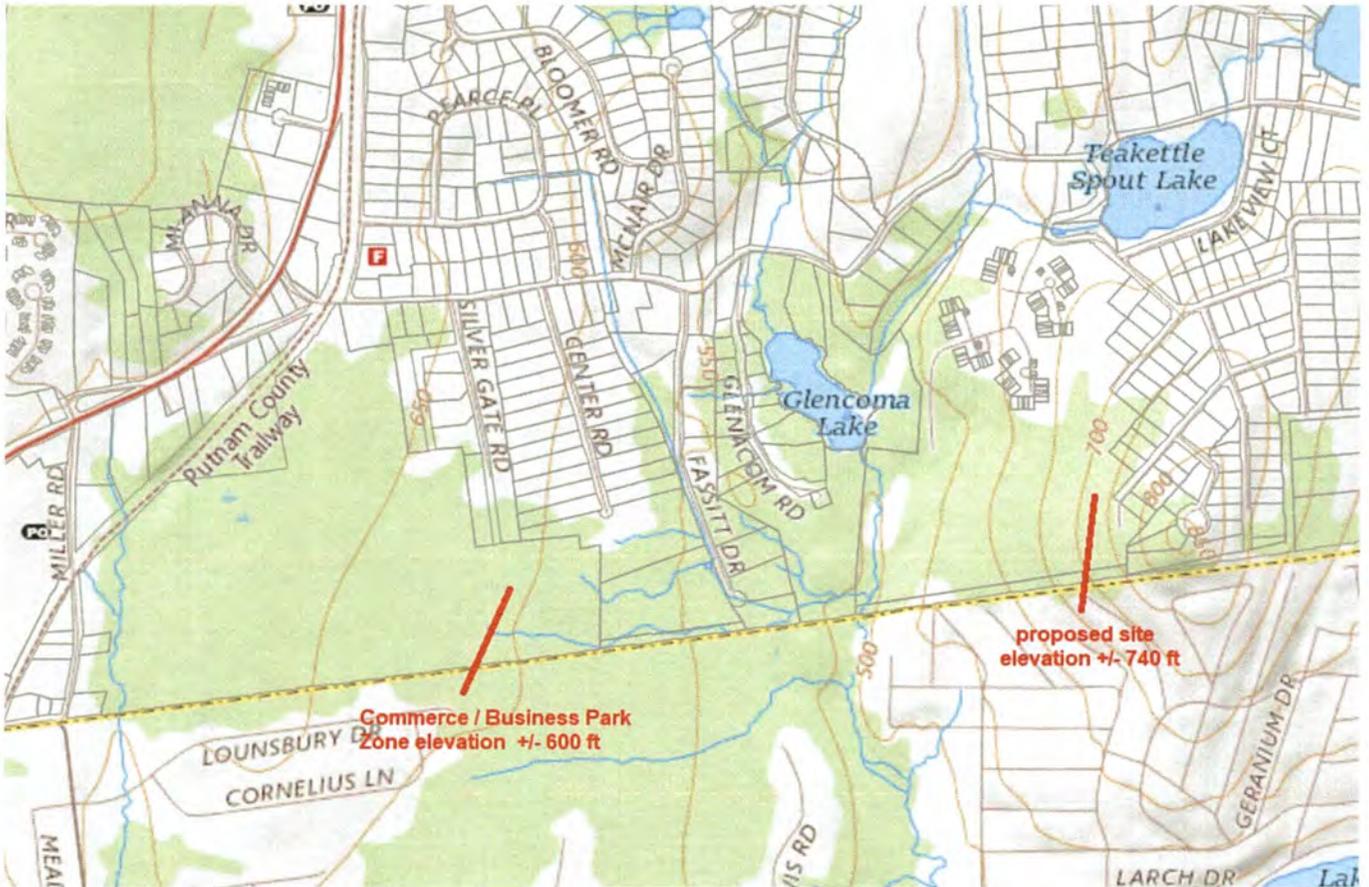
The closest nonresidential zoned property to the proposed site is located at 24 Miller St, Parcel ID 86.11-1-14 approximately 0.6 miles west from the proposed site. That property is zoned "Commerce/Business Park". An analysis of this location determined that it was about 0.6 miles from existing Verizon Wireless sites at 361 Route 6 Mahopac and an existing site at 80 Route 6, Somers and due to this proximity not suitable for the installation of a new wireless communications facility.



HOMELAND TOWERS

## EXHIBIT D1

Priority 4: Installation of a new wireless telecommunications facility in any nonresidential district



The eastern part of this property slopes downhill to an elevation of about 600 ft above sea level, which is approximately 140 ft lower in elevation than the proposed location.

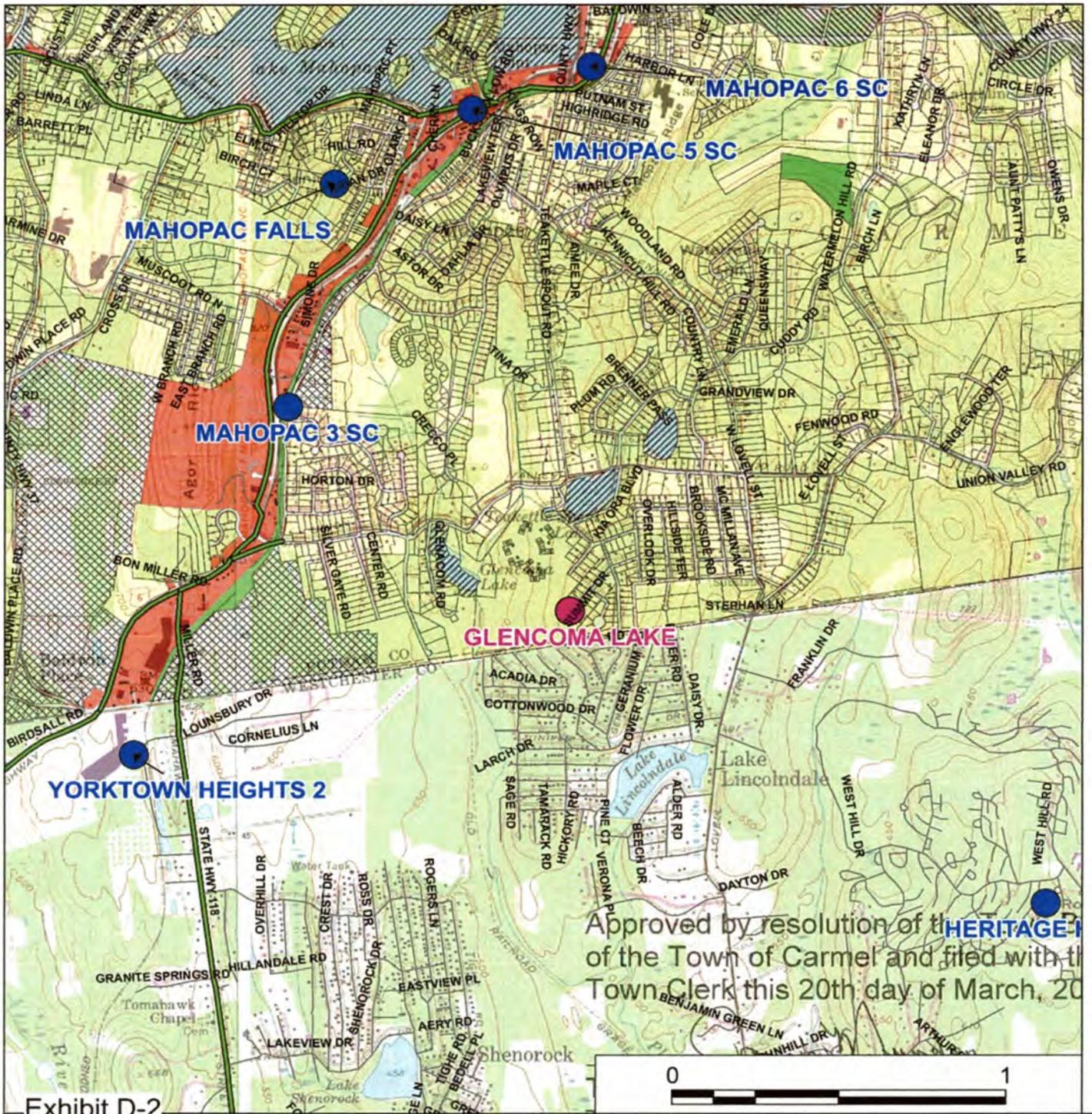


Exhibit D-2

## Glencoma Lake

Topographical Map  
& Zoning Map Overlay  
with Site Locations

Walton Drive  
Mahopac, NY 10541

- Verizon Wireless Existing Site
- Verizon Wireless Proposed Site

**verizon**<sup>v</sup>

Prepared  
01/23/2020



HOMELAND TOWERS

## EXHIBIT E

Inventory of residential properties evaluated



- A. 200 Union Valley Rd, Mahopac, Tax parcel # 76.17-1-28
- B. 55 Fenwood Rd, Mahopac, Tax parcel # 76.18-2-56
- C. 74 Teakettel Spout Rd, Mahopac, Tax parcel # 76.17-2-2
- D. 45 Margaret Rd, Mahopac, Tax parcel# 87.7-1-24
- E. 545 Union Valley Rd, Mahopac, NY 10541, Tax Parcel ID# 87.7-1-7
- F. 78 Englewood Terrace, Mahopac, Tax# 76.19-1-55
- G. Maple Hill Dr, Mahopac, Parcel ID # 87.5-1-90



HOMELAND TOWERS

## EXHIBIT F

Copies of certified proposal letters sent out



October 2, 2017

Via Certified Mail

Parent Estate  
P.O. Box 396  
Mahopac NY 10541

Re: Homeland Towers Wireless Facility Proposal (Parcel ID# 76.17-1-28) NY054 Glencoma Lake

Dear Sir/Madam,

This proposal letter is being sent to your attention in hopes that you will be interested in leasing a small portion of your property located at 200 Union Valley Road for the purpose of a wireless facility. Homeland Towers has identified this property as a potential wireless siting solution that will create an additional revenue stream for you. In addition to enhanced cellular coverage in the area and along Union Valley Road, the proposed facility will provide critical infrastructure for public safety in this area of Mahopac.

The principals of Homeland Towers have a combined 40 years of experience providing wireless solutions utilized by AT&T, Verizon, Sprint and T-Mobile throughout the Northeast. Homeland Towers maintains a proven track record of partnering with Municipalities, Private Landlords, and Organizations to maximize the value of their property. Our expertise in real estate, zoning administration, construction and site management provides a fluid process that will benefit you.

All project costs associated with our proposal, including municipal and state approvals along with construction costs are at the sole expense of Homeland Towers. Once construction is complete, we take full responsibility for managing the site and coordinating its use by telecommunications providers.

Please contact me at your earliest convenience to discuss the above proposal. I look forward to speaking with you.

Sincerely,

Klaus Wimmer  
203-297-6345  
cell# 201-289-6750  
kw@homelandtowers.us



November 2, 2017

Via USPS Mail

Parent Estate  
P.O. Box 396  
Mahopac NY 10541

Re: Homeland Towers Wireless Facility Proposal (Parcel ID# 76.17-1-28) NY054 Glencoma Lake

Dear Sir/Madam,

This proposal letter is being sent to your attention in hopes that you will be interested in leasing a small portion of your property located at 200 Union Valley Road for the purpose of a wireless facility. Homeland Towers has identified this property as a potential wireless siting solution that will create an additional revenue stream for you. In addition to enhanced cellular coverage in the area and along Union Valley Road, the proposed facility will provide critical infrastructure for public safety in this area of Mahopac.

The principals of Homeland Towers have a combined 40 years of experience providing wireless solutions utilized by AT&T, Verizon, Sprint and T-Mobile throughout the Northeast. Homeland Towers maintains a proven track record of partnering with Municipalities, Private Landlords, and Organizations to maximize the value of their property. Our expertise in real estate, zoning administration, construction and site management provides a fluid process that will benefit you.

All project costs associated with our proposal, including municipal and state approvals along with construction costs are at the sole expense of Homeland Towers. Once construction is complete, we take full responsibility for managing the site and coordinating its use by telecommunications providers.

Please contact me at your earliest convenience to discuss the above proposal. I look forward to speaking with you.

Sincerely,

Klaus Wimmer  
203-297-6345  
cell# 201-289-6750  
kw@homelandtowers.us



October 2, 2017

Via Certified Mail

David & Dielle Simajlaj  
55 Fenwood Rd,  
Mahopac, NY 10541

Re: Homeland Towers Wireless Facility Proposal (Parcel ID# 76.18-2-56) NY054 Glencoma Lake

Dear Mr. & Mrs. Simajlaj,

This proposal letter is being sent to your attention in hopes that you will be interested in leasing a small portion of your property located at 55 Fenwood Road for the purpose of a wireless facility. Homeland Towers has identified this property as a potential wireless siting solution that will create an additional revenue stream for you. In addition to enhanced cellular coverage in the area and along Fenwood Road, the proposed facility will provide critical infrastructure for public safety in this area of Mahopac.

The principals of Homeland Towers have a combined 40 years of experience providing wireless solutions utilized by AT&T, Verizon, Sprint and T-Mobile throughout the Northeast. Homeland Towers maintains a proven track record of partnering with Municipalities, Private Landlords, and Organizations to maximize the value of their property. Our expertise in real estate, zoning administration, construction and site management provides a fluid process that will benefit you.

All project costs associated with our proposal, including municipal and state approvals along with construction costs are at the sole expense of Homeland Towers. Once construction is complete, we take full responsibility for managing the site and coordinating its use by telecommunications providers.

Please contact me at your earliest convenience to discuss the above proposal. I look forward to speaking with you.

Sincerely,

Klaus Wimmer  
203-297-6345  
cell# 201-289-6750  
kw@homelandtowers.us



October 2, 2017

Via Certified Mail

Jeffrey & Debra Kessler  
74 Teakettel Spout Road  
Mahopac, NY 10541

Re: Homeland Towers Wireless Facility Proposal (Parcel ID# 76.17-2-2) NY054 Glencoma Lake

Dear Mr. & Mrs. Kessler,

This proposal letter is being sent to your attention in hopes that you will be interested in leasing a small portion of your property located at 74 Teakettel Spout Road for the purpose of a wireless facility. Homeland Towers has identified this property as a potential wireless siting solution that will create an additional revenue stream for you. In addition to enhanced cellular coverage in the area and along Teakettel Spout Road, the proposed facility will provide critical infrastructure for public safety in this area of Mahopac.

The principals of Homeland Towers have a combined 40 years of experience providing wireless solutions utilized by AT&T, Verizon, Sprint and T-Mobile throughout the Northeast. Homeland Towers maintains a proven track record of partnering with Municipalities, Private Landlords, and Organizations to maximize the value of their property. Our expertise in real estate, zoning administration, construction and site management provides a fluid process that will benefit you.

All project costs associated with our proposal, including municipal and state approvals along with construction costs are at the sole expense of Homeland Towers. Once construction is complete, we take full responsibility for managing the site and coordinating its use by telecommunications providers.

Please contact me at your earliest convenience to discuss the above proposal. I look forward to speaking with you.

Sincerely,

Klaus Wimmer  
203-297-6345  
cell# 201-289-6750  
kw@homelandtowers.us



October 2, 2017

Via Certified Mail

Kenneth Sullivan  
Sean Kelly  
45 Maraget Road  
Mahopac, NY 10541

Re: Homeland Towers Wireless Facility Proposal (Parcel ID# 87.7-1-24) NY054 Glencom a Lake

Dear Mr. Sullivan & Mr. Kelly,

This proposal letter is being sent to your attention in hopes that you will be interested in leasing a small portion of your property located at 45 Margaret Road for the purpose of a wireless facility. Homeland Towers has identified this property as a potential wireless siting solution that will create an additional revenue stream for you. In addition to enhanced cellular coverage in the area and along Margaret Road, the proposed facility will provide critical infrastructure for public safety in this area of Mahopac.

The principals of Homeland Towers have a combined 40 years of experience providing wireless solutions utilized by AT&T, Verizon, Sprint and T-Mobile throughout the Northeast. Homeland Towers maintains a proven track record of partnering with Municipalities, Private Landlords, and Organizations to maximize the value of their property. Our expertise in real estate, zoning administration, construction and site management provides a fluid process that will benefit you.

All project costs associated with our proposal, including municipal and state approvals along with construction costs are at the sole expense of Homeland Towers. Once construction is complete, we take full responsibility for managing the site and coordinating its use by telecommunications providers.

Please contact me at your earliest convenience to discuss the above proposal. I look forward to speaking with you.

Sincerely,

Klaus Wimmer  
203-297-6345  
cell# 201-289-6750  
kw@homelandtowers.us



October 23, 2017

Via Certified Mail

Kenneth Sullivan & Sean Kelly  
1524 Broad St  
North Bellmore NY 11710

Re: Homeland Towers Wireless Facility Proposal (Parcel ID# 87.7-1-24) NY054 Glencom a Lake

Dear Mr. Sullivan & Mr. Kelly,

This proposal letter is being sent to your attention in hopes that you will be interested in leasing a small portion of your property located at 45 Margaret Road for the purpose of a wireless facility. Homeland Towers has identified this property as a potential wireless siting solution that will create an additional revenue stream for you. In addition to enhanced cellular coverage in the area and along Margaret Road, the proposed facility will provide critical infrastructure for public safety in this area of Mahopac.

The principals of Homeland Towers have a combined 40 years of experience providing wireless solutions utilized by AT&T, Verizon, Sprint and T-Mobile throughout the Northeast. Homeland Towers maintains a proven track record of partnering with Municipalities, Private Landlords, and Organizations to maximize the value of their property. Our expertise in real estate, zoning administration, construction and site management provides a fluid process that will benefit you.

All project costs associated with our proposal, including municipal and state approvals along with construction costs are at the sole expense of Homeland Towers. Once construction is complete, we take full responsibility for managing the site and coordinating its use by telecommunications providers.

Please contact me at your earliest convenience to discuss the above proposal. I look forward to speaking with you.

Sincerely,

Klaus Wimmer  
203-297-6345  
cell# 201-289-6750  
kw@homelandtowers.us



October 2, 2017

Via Certified Mail

Willow Wood Club Rifle & Pistol Club  
Attn: President  
551 Union Valley Road  
Mahopac, NY 10541

Re: Homeland Towers Wireless Facility Proposal (Parcel ID# 87.7-1-7) NY054 Glencoma Lake

Dear President,

This proposal letter is being sent to your attention in hopes that you will be interested in leasing a small portion of your property located at 545 Union Valley Road for the purpose of a wireless facility. Homeland Towers has identified this property as a potential wireless siting solution that will create an additional revenue stream for your organization. In addition to enhanced cellular coverage in the area and along Union Valley Road, the proposed facility will provide critical infrastructure for public safety in this area of Mahopac.

The principals of Homeland Towers have a combined 40 years of experience providing wireless solutions utilized by AT&T, Verizon, Sprint and T-Mobile throughout the Northeast. Homeland Towers maintains a proven track record of partnering with Municipalities, Private Landlords, and Organizations to maximize the value of their property. Our expertise in real estate, zoning administration, construction and site management provides a fluid process that will benefit your organization.

All project costs associated with our proposal, including municipal and state approvals along with construction costs are at the sole expense of Homeland Towers. Once construction is complete, we take full responsibility for managing the site and coordinating its use by telecommunications providers.

Please contact me at your earliest convenience to discuss the above proposal. I look forward to speaking with you.

Sincerely,

Klaus Wimmer  
203-297-6345  
cell# 201-289-6750  
kw@homelandtowers.us



HOMELAND TOWERS

October 2, 2017

Via Certified Mail

Vincent Perrone  
7 Vails Ln  
Katonah NY 10536

Re: Homeland Towers Wireless Facility Proposal (Parcel ID# 76.19-1-55) NY054 Glencom a Lake

Dear Mr. Perrone,

This proposal letter is being sent to your attention in hopes that you will be interested in leasing a small portion of your property located at 78 Englewood Terrace for the purpose of a wireless facility. Homeland Towers has identified this property as a potential wireless siting solution that will create an additional revenue stream for you. In addition to enhanced cellular coverage in the area and along Englewood Terrace, the proposed facility will provide critical infrastructure for public safety in this area of Mahopac.

The principals of Homeland Towers have a combined 40 years of experience providing wireless solutions utilized by AT&T, Verizon, Sprint and T-Mobile throughout the Northeast. Homeland Towers maintains a proven track record of partnering with Municipalities, Private Landlords, and Organizations to maximize the value of their property. Our expertise in real estate, zoning administration, construction and site management provides a fluid process that will benefit you.

All project costs associated with our proposal, including municipal and state approvals along with construction costs are at the sole expense of Homeland Towers. Once construction is complete, we take full responsibility for managing the site and coordinating its use by telecommunications providers.

Please contact me at your earliest convenience to discuss the above proposal. I look forward to speaking with you.

Sincerely,



Klaus Wimmer  
203-297-6345  
cell# 201-289-6750  
kw@homelandtowers.us



October 2, 2017

Via Certified Mail

Maple Hill Home Owners Association  
Attn: Jerry Crary  
Maple Hill Dr  
Mahopac, NY 10541

Re: Homeland Towers Wireless Facility Proposal Maple Hill Drive Maintenance Bldg. NY054 Glencoma Lake

Dear Mr. Crary,

This proposal letter is being sent to your attention in hopes that you will be interested in leasing a small portion of the property near the maintenance building on Maple Hill Drive for the purpose of a wireless facility. Homeland Towers has identified this property as potential wireless siting solution that will create an additional revenue stream for your organization. In addition to enhanced cellular coverage in the area and along Union Valley Road, the proposed facility will provide critical infrastructure for public safety in this area of Mahopac.

The principals of Homeland Towers have a combined 40 years of experience providing wireless solutions utilized by AT&T, Verizon, Sprint and T-Mobile throughout the Northeast. Homeland Towers maintains a proven track record of partnering with Municipalities, Private Landlords, and Organizations to maximize the value of their property. Our expertise in real estate, zoning administration, construction and site management provides a fluid process that will benefit your organization.

All project costs associated with our proposal, including municipal and state approvals along with construction costs are at the sole expense of Homeland Towers. Once construction is complete, we take full responsibility for managing the site and coordinating its use by telecommunications providers.

Please contact me at your earliest convenience to discuss the above proposal. I look forward to speaking with you.

Sincerely,

Klaus Wimmer  
203-297-6345  
cell# 201-289-6750  
kw@homelandtowers.us

7015 3010 0001 7281 0017

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No.	
City, State, ZIP+4®	

Jettrey & Debra Kessler  
74 Teakettel Spout Rd.  
Mahopac, NY 10541

NY054 10.2

7015 3010 0001 7281 3049

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No.	
City, State, ZIP+4®	

Maple Hill Home Owners Assoc.  
Attn: Jerry Cray  
Maple Hill Dr.  
Mahopac, NY 10541  
NY054 10.2

7015 3010 0001 7281 3032

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No.	
City, State, ZIP+4®	

Parent estate  
PO Box 3910  
Mahopac, NY 10541  
10.2  
1054

7015 3010 0001 7281 3001

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No.	
City, State, ZIP+4®	

Kenneth Sullivan  
Sean Kelly  
45 Maraget Rd  
Mahopac, NY 10541  
NY054 10.2

7015 3010 0001 7281 2998

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No.	
City, State, ZIP+4®	

Willow Wood Club Rifle & Pistol Club  
Attn: President  
551 Union Valley Rd.  
Mahopac, NY 10541  
NY054 10.2

7015 3010 0001 7281 3018

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here

Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No.	
City, State, ZIP+4®	

David & Dielle Simajlaj  
55 Fenwood Rd  
Mahopac, NY 10541  
NY054 10.2

5202 1281 7281 3025

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee	\$	
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage		
\$ Total		
\$ Ser.		
\$ Str.		
City		

Postmark Here

**Vincent Perrone**  
**7 Vails Ln.**  
**Katonah NY 10536**

**NY054 10.2**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 3010 0001 7281 0499

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

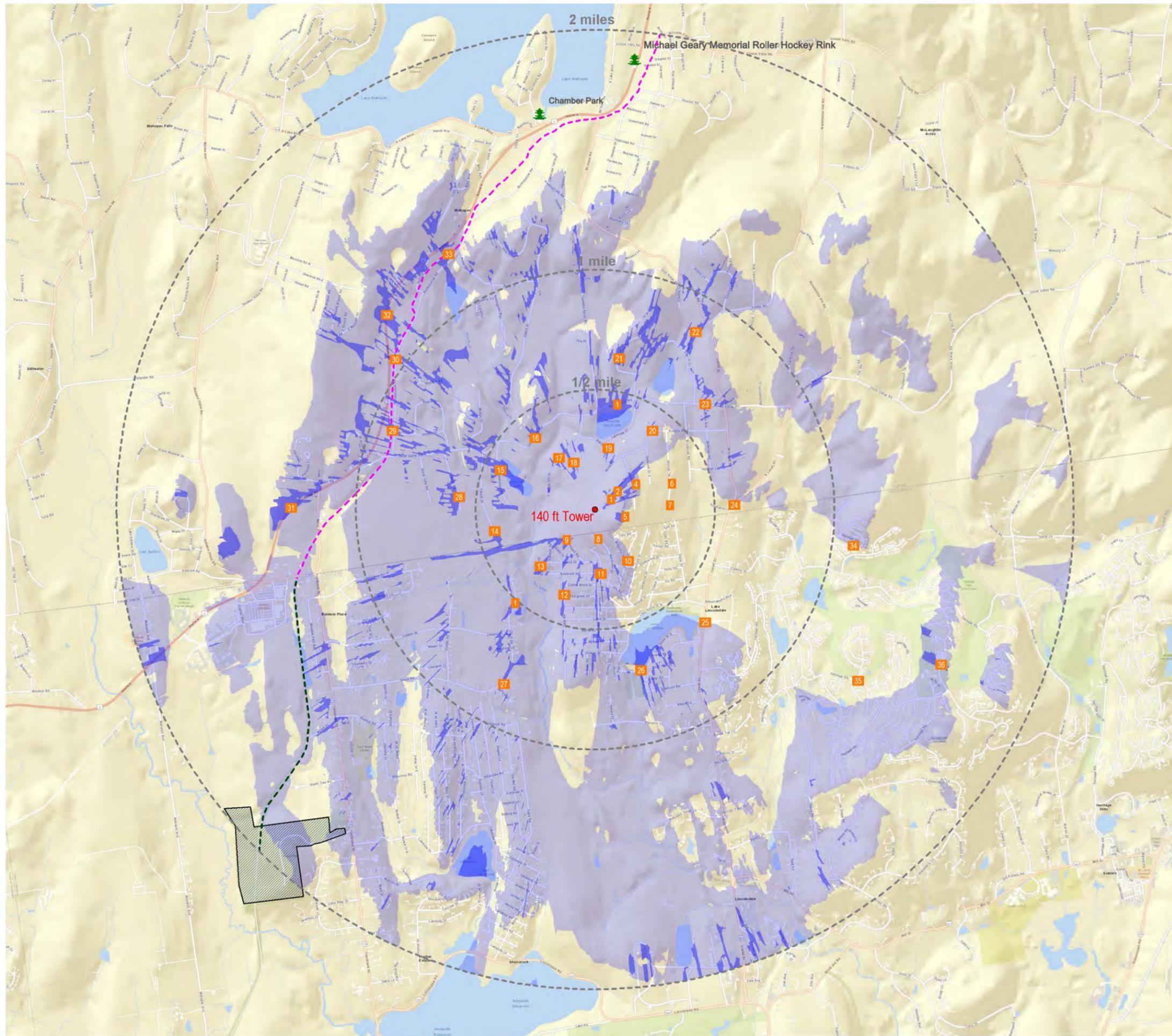
Certified Mail Fee	\$	
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage		
\$ Total		
\$ Sent		
\$ Str.		
City		

Postmark Here

**Kenneth Sullivan & Sean Kelly**  
**1524 Broad St.**  
**North Bellmore, NY 11710**

**NY054 10.23**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



**LEGEND**

- Bare Earth Viewshed Area  
(Excludes existing vegetation and structures)
- Land Cover Viewshed Area  
(Includes existing vegetation and structures)

- Recommended Photo Location

**Scenic Resources**

- Municipal Recreation Area
- NYS Trails
- Putnam Trailway
- Municipal Park

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Bare Earth" condition overlay identifies areas where the proposed telecommunications tower high point may be visible without consideration of the screening effect of existing vegetation or built structures. Bare earth analysis is provided to assist experienced visual analysts identify the maximum potential geographic area within which further investigation is appropriate. This topography-only viewshed map is not representative of project visibility during winter season leaf-off conditions.

The "Land Cover" condition viewshed area includes the screening effect of intervening vegetation and buildings. Vegetated areas and buildings were manually digitized from 2016 one-foot resolution digital orthoimagery. All digitized tree cover is assumed to be 50 feet tall and all digitized buildings are assumed to be 25 feet tall.

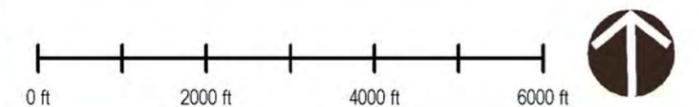
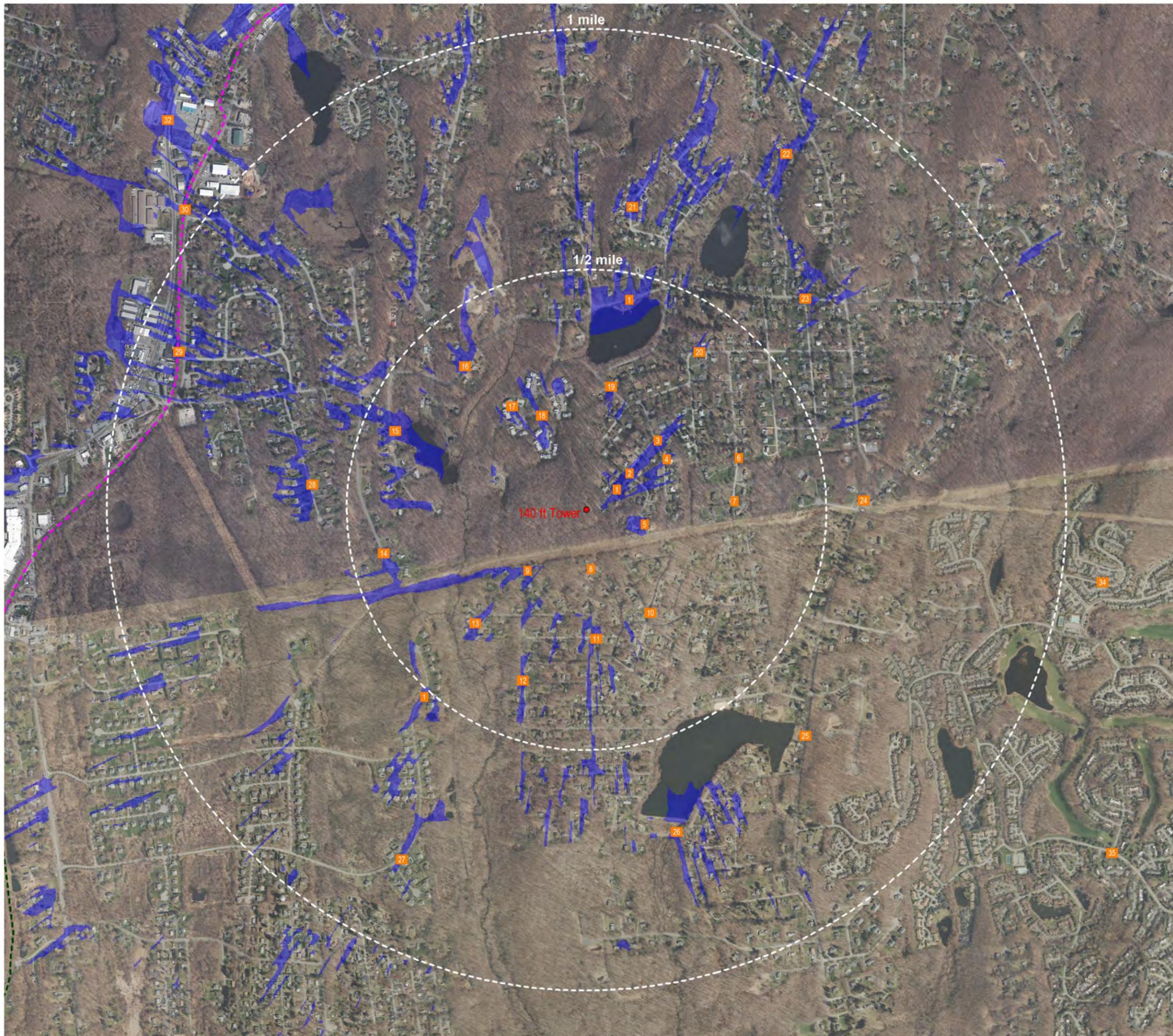


FIGURE A1  
PHOTO LOCATION/VIEWSHED MAP - 2 MILE RADIUS  
Visual Resource Assessment  
**Proposed Telecommunications Tower**



Glencoma Lake Site (NY054)  
Walton Drive  
Mahopac, NY



**LEGEND**

■ Land Cover Viewshed Area  
(Includes existing vegetation and structures)

■ Recommended Photo Location

**Scenic Resources**

--- Putnam Trailway

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Land Cover" condition viewshed area includes the screening effect of intervening vegetation and buildings. Vegetated areas and buildings were manually digitized from 2016 one-foot resolution digital orthoimagery. All digitized tree cover is assumed to be 50 feet tall and all digitized buildings are assumed to be 25 feet tall.

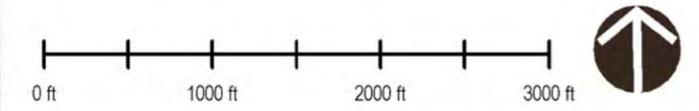


FIGURE A2  
PHOTO LOCATION/VIEWSHED MAP - 1 MILE RADIUS  
Visual Resource Assessment  
Proposed Telecommunications Tower



Glencoma Lake Site (NY054)  
Walton Drive  
Mahopac, NY



# LAKE CASSE PARK DISTRICT FALL 2022- NEWS LETTER



## 10/12/2022 Work Session Agenda Item #1

Hello Lake Casse Resident!

The lake is FALLing into place! this has been the *best summer ever* with the lake water health getting back to normal! We had minimal closures, great swimming weather and lots of fun activities. Our annual 4th of July Summer Kickoff was awesome, we had a PACKed house. The amazing community support with the Kids Fun Run around the lake, THANK YOU to all the cheerleaders and water stations along the route! Movie night featuring JAWS kept us on edge and of course there was the towel tie-dye craft at the beach! But what's a summer without a Cardboard Boat Race!! Great job to all our boat engineers out there, and the unsinkable "Titanic Award" winner goes to.....HUDSON HADDELAND!!

Please join us for our **Community Meeting on October 12th @ 7pm!** We will discuss what's coming next at Lake Casse Clubhouse; improvements, lake water health, and many new planned events and activities. We are currently looking for some more volunteers to help us in planning the **HALLOWEEN Kid's Trunk-or-Treat** event and the *Adult Costume Party* , so please consider!

We look forward to seeing you soon!

**- Lake Casse Advisory Board-**

John Aquina, Kim Kugler, Scott Sterben, Stacey Kelly, Teresa DePace, Erin Haddeland & Joe Zakon



### Fall Clean Ups & Important Reminders

- Lakefront property owners- It is your responsibility to maintain your shorelines of debris, garbage, disrepaired docks, etc. Fall is the season where the lake water levels lower and you can better access your shoreline and docks to do so.
- Please be mindful, septic systems should be inspected and pumped every 3 years.
- In an effort to protect the health of our lake, please remain diligent by reporting any suspicious odors or water seepage from the roads or properties leading into the lake. Dumping of chemicals or debris in storm drains on the roads is forbidden. Everything runs down hill and into storm drains. If you see or smell something please say something immediately to the PCDOH at 845-808-1390. We need everyone to take part in staying vigilant on the health of our lake.

# COMMUNITY MEETING - WEDNESDAY, OCTOBER 12th @ 7pm

Please join us at the Lake Casse Clubhouse, especially if you are new to the Lake Casse community.

This is a great opportunity to meet your community residents and neighbors, discuss upcoming events at the lake, learn about the community and ask questions.

## EVENTS & ACTIVITIES

Our Events Committee is looking for volunteers to help with organizing and planning of the FALL/HOLIDAY season activities. We are looking forward to hosting several fun Fall events for the entire family. The Lake Casse Clubhouse is an amazing asset to our community that we are lucky to have. It is a place where your kids and families can make lifelong friendships and memories. Some of the events this fall include kids fishing derby, tag sale, bingo, talent show, Halloween party, Breakfast with Santa, NYE Gala and much more. This year first time ever we are looking at entering our very own Lake Casse float to the Carmel Light Parade on December 3rd. Come out and support your Lake Casse float!

Without community volunteer help, it makes it difficult to host events, so please consider volunteering. If you are interested and willing to help with the planning and execution of any of these events or have other great ideas, please email [LakeCasse@gmail.com](mailto:LakeCasse@gmail.com) with your name and contact information. We will also have sign up sheets at the community meeting in October.

**10/22 - HALLOWEEN Events** RSVP by 10/10 to [LakeCasse@gmail.com](mailto:LakeCasse@gmail.com) with your family name, address and which event you are attending and a head count.

@ 11am - Children's Trunk-or-Treat event. (see [Facebook.com/LakeCasseCommunity](https://Facebook.com/LakeCasseCommunity) for details)

@ 7pm - Adult Costume Party (see [Facebook.com/LakeCasseCommunity](https://Facebook.com/LakeCasseCommunity) for upcoming details)

**12/3 - Carmel Light Parade** -\*\*NEW\*\*This will be the first year that Lake Casse will participate with our very own float!! Please come out to support your Lake Casse Community. Volunteer reindeer and elves needed!! (check back on [Facebook.com/LakeCasseCommunity](https://Facebook.com/LakeCasseCommunity) for upcoming details)

**12/10 - Breakfast w/Santa!!** @ 10am - enjoy a buffet breakfast & take pictures with Santa and Mrs. Clause. *This event sells out quick so RSVP by 11/1/22*

**12/31 - New Years Eve Gala** @ 8pm- 1am \$60pp, Catered buffet dinner, DJ, Champagne Toast, Dress to impress. More details to follow. *This event sells out quick so RSVP/Purchase Tickets by 12/15*

**\*\*Please check our Facebook page and bulletin boards for up to date details on events to come\*\***

**Contact us: [lakecasse@gmail.com](mailto:lakecasse@gmail.com) to join our email list and receive community updates.**

**Follow us: <https://www.facebook.com/LakeCasseCommunity/>**

## BEACH/PARK ACCESS

Regretfully, the summer beach season has ended. The beach is closed to swimming and Life Guards are officially off duty. The Park grounds are still open and boating/fishing is still permitted at your own risk.

Please be mindful of your children near the water's edge. Please wear a life jacket when boating.



## CLUBHOUSE RENTAL

The clubhouse is only available for rent to Lake Casse Park District residents only. The cost is \$350 rental fee + \$350 security deposit (refundable). Any questions regarding rentals please email [lakecasserentals@gmail.com](mailto:lakecasserentals@gmail.com). Do not private message inquiries on facebook.

---

## SECTION VIII. RESPONSIBLE PURCHASING AGENTS

Pursuant to Chapter 402 of the Laws of 2007, effective January 2022, as required under Section 104 of the NYS General Municipal Law, the Town is including the names of the municipal officials responsible for purchasing decisions, as follows:

<b><u>Position Title</u></b>	<b><u>Position Incumbent</u></b>
Town Supervisor	Michael Cazzari
Town Deputy Supervisor	Robert Schanil
Town Board	Stephen Baranowski
Town Board	Frank Lombardi
Town Board	Suzanne McDonough
Town Justice	Daniel Miller
Town Justice	Thomas Jacobellis
Court Clerk	Patricia Genna
Comptroller	Mary Ann Maxwell
Town Assessor	Glenn Droese
Town Clerk	Ann Spofford
Deputy Town Clerk	Alice Daly
Receiver of Taxes	Kathleen Kraus
Deputy Receiver of Taxes	Gary Kiernan
Town Civil Engineer	Richard Franzetti
Town Engineering Project Coordinator	Robert Vara
Principal Account Clerk	Carol Ormsby
Highway Superintendent	Michael Simone
Deputy Highway Superintendent	Michael Martin
Chief of Police	Anthony Hoffmann
Lieutenant	John Dearman
Lieutenant	Michael Bodo
Codes Enforcer	Michael Carnazza
Director of Parks and Recreation	James Gilchrist

### UPDATING THE POLICIES AND PROCEDURES

The Town Board shall annually review these policies and procedures. The Comptroller's Office shall be responsible for conducting an annual review of the Procurement Policy and for evaluation of the internal control structure established to ensure compliance with the procurement policy.



# TOWN OF CARMEL POLICE DEPARTMENT

60 MCALPIN AVENUE, MAHOPAC, NY 10541  
TEL (845)628-1300 FAX (845)628-2597  
POLICE@CI.CARMEL.NY.US

ANTHONY HOFFMANN  
CHIEF OF POLICE

## 10/12/2022 Work Session Agenda Item #3

### MEMORANDUM

TO: Carmel Town Board  
FROM: Chief Anthony Hoffmann  
SUBJECT: Special Operations Truck Project  
DATE: October 12, 2022

Please be advised, our Special Operations Truck Project, started in late summer of 2021, is nearing completion. As you may recall, this project was the result of a joint effort between Assemblyman Kevin Byrne, the Town Board, and CPD. Together we were able to secure funding and locate a heavy duty pickup truck that would assist our efforts with our Marine Unit, Patrol Division, and CPD's members of the Putnam County Emergency Response Team.

After Assemblyman Byrne and the Town Board's assistance in securing \$50,000 in NYS SAM Grant funding, CPD Vehicle Supervisor Sgt. McCabe was able to locate a new Ford F-150 Police Responder from the City of Rye Police, who after receiving the vehicle no longer needed it for their fleet. Sgt. McCabe further worked with vehicle upfit vendors to arrange for the purchase and installation of all needed emergency equipment for this truck. The low-bid vendor (of three written quotes as per ToC Procurement Policy) for the project was RFC Emergency Lighting of Briarcliff Manor.

Recently we have been advised that the Dormitory Authority of the State of New York (DASNY) has fully approved SAM Grant reimbursement funding for this project. Therefore, in order to complete the project, I respectfully request the board's permission for the following:

- Resolve to remit \$12,846.92 to RFC Emergency Lighting for vehicle equipment and installation.
- Submit reimbursement request to DASNY in the amount of \$50,000.

The overage of the \$43,143.18 amount for the truck and \$12,846.92 not covered by the \$50,000 in grant funding (\$5,990.10) will be applied to CPD's 2022 vehicle budget line.

Submitted for your review and approval.

A handwritten signature in black ink, appearing to read 'Anthony Hoffmann', is written over a horizontal line.

Chief Anthony Hoffmann



CITY OF RYE  
1051 BOSTON POST ROAD  
RYE NY 10580

CUSTOMER INVOICE INVOICE  
NUMBER DATE NUMBER  
7250 02/23/2022 2366

TOWN OF CARMEL  
POLICE DEPARTMENT  
60 McALPIN AVENUE  
MAHOPAC, NY 10541 USA

DESCRIPTION	ORIG BILL	ADJUSTED	PAID	AMOUNT DUE
ONE NEW/UNUSED 2021 FORD F-150 QTY 1.00 @ 43143.18 PER EACH	43143.18	.00	.00	43143.18

INVOICE TOTAL DUE 43,143.18

PAYMENT DUE WITHIN 1 MONTH OF RECEIPT

**RFC Emergency Lighting & Services LLC**

PO BOX 209  
 Briarcliff Manor, NY 10510  
 (914) 830-9759  
 rfcmemergencylighting@gmail.com  
 www.rfcmemergencylighting.com



**INVOICE**

**BILL TO**  
 Town of Carmel Police Department  
 60 McAlpin Ave  
 Mahopac, NY 10541

**SHIP TO**  
 Town of Carmel Police Department  
 60 McAlpin Ave  
 Mahopac, NY 10541

**INVOICE** 1307  
**DATE** 08/09/2022  
**DUE DATE** 08/09/2022

**NY STATE VENDOR ID**  
 1100271222

QTY	ACTIVITY	RATE	AMOUNT
1	Whelen CenCom CORE Amplifier Control Module	733.99	733.99
1	Whelen CenCom CORE CCTL6 Control Head Includes 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob. Manual, Airhorn Plus 3 Traffic Advisor™ Switches and Microphone with Extension Cable	245.99	245.99
1	Whelen C399K7 OBD II CANPORT KIT 2021 F-150	47.00	47.00
1	Whelen Core VEHICLE-TO-VEHICLE SYNC MODULE CV2V	206.00	206.00
1	Whelen SA315 Siren Speaker Mounts. 2020+ F150	29.99	29.99
1	Whelen SA315P New Projector Siren Speaker.	196.99	196.99
2	Whelen CenCom CORE Expansion Modules CEM16 16 Output, 4 Input WeCanX™ Expansion Module	156.99	313.98
1	Whelen Core CHOWLER Single Speaker with Bracket	490.99	490.99
1	Whelen Legacy Duo Lightbar WECANX 54"	2,579.99	2,579.99
1	Progard PB8116HDL004 HD Push Bumper w/ Four Whelen® Ion™ Duo™ Smoked Lens Red/White Lights	1,215.45	1,215.45
1	Whelen Headlight Flasher Head Light Flasher	57.99	57.99
2	Whelen STRIPLITE DUO FLASHER RW Side of Push Bumper	120.99	241.98

2 Whelen LINSV2 V-Series Linear Super-LED. Under Mirror Red	174.99	349.98
1 Whelen LINSV2 SPECIFIC MOUNTS PAIR. F150	25.00	25.00
4 Whelen ION DUO Linear-LED Universal Mount. RB DUO Running Boards. 2 Per Side	116.99	467.96
2 Whelen Vertex Hide-Away with Flasher Single Color. R Rear Tail Lamps	73.99	147.98
2 Whelen Vertex Hide-Away with Flasher Single Color. B Rear Tail Lamps	73.99	147.98
2 Whelen ION T-Series DUO Linear Surface Mount RB Under Tail Gate	112.99	225.98
2 Whelen ION DUO Linear-LED Surface Mount. RB DUO Rear Tailgate	116.99	233.98
1 Whelen Arges Control Head	200.00	200.00
1 Whelen Arges Specific Mount	60.00	60.00
1 Whelen Arges Remote Spotlight 5 DEGREE 0R PROFOCUS SPOT/FLOOD.	447.99	447.99
1 Havis C-VS-3000-F150-1 Havis C-VS-3000-F150-1 Vehicle Specific For 2017-2021 Ford F-250, 350, 450 XL And XLT Super Duty Pickup, F-450 And 550 Cab Chassis, 2015-2020 F- 150 SSV, 2018-2020 F-150 Responder, 2015-2020 Ford F-150 XL And XLT Pickup 30" Long 12.5" Wide Style Console	923.00	923.00
1 HAVIS C-PM-122 BROTHER POCKETJET 6 AND 7 PRINTER MOUNT Havis C-PM-122 Brother PocketJet 6 and 7 Printer Mount Brother PocketJet 6 and 7 Printer Mount	304.37	304.37
Mounts inside standard Havis consoles to maximize space		
Heavy-gauge steel for rugged durability		
Works with power plug provided with printer		
Mounting screws and 90° USB plug included		
Compatible printers: Brother PocketJet PJ-622, 623, 662, 663, 673, 722, 723, 762, 763, and 773 Model kits		
1 HAVIS CUP2-1001 SELF-ADJUSTING DOUBLE CUP HOLDER	66.00	66.00
1 C-LP2-PS1-USB C-LP2-PS1-USB	95.00	95.00

2 LIGHTER PLUG OUTLET W/ 1 USB CUT OUTS 1.5"

Two 12V DC "lighter plug" outlets with attached caps and 1 horizontal USB cut  
out

Occupies 1.5" of equipment mounting area

Thank You For Your Business!

Page 2 of 5

12" wire harness & 15 amp fuse included  
 1) C-USB-2 dual USB charging port included

1 Havis C-EB40-CCS-1P	33.53	33.53
1 C-EB40-WSB-1P	33.00	33.00
1 Havis C-ARM-108 HAVIS SIDE MOUNTED FLIP UP ARMREST C-ARM-108	138.00	138.00
1 Freight Shipping TBD Progard: \$381.64 Whelen: \$64.37 Havis: \$95.82	0.00	0.00
1 NOTE Discount Promo: Whelen, Havis, Progard package	-1,500.00	-1,500.00
		Subtotal: 8,760.09
1 Labor Cars & Suv Hour Installation of all above plus: rechargeable equipment	3,150.00	3,150.00
1 Materials Wire, Loom, Fuses, Zipties, Heat Shrink, Waterproof Connectors, Connectors, Tape, ETC	245.00	245.00
1 Vehicle Detail	0.00	0.00
1 Vehicle pick up and drop off	0.00	0.00
1 NOTE CURRENT LEAD TIME 4-12 WEEKS ON ALL PARTS	0.00	0.00
1 Window Tints Two Front Windows	150.00	150.00
1 NOTE	-7,846.92	-7,846.92

All products come with manufactures warranty. All wiring and install comes with Limited Lifetime Warranty. This warranty shall be void if the vehicle is subject to extreme abuse, negligence, or accidents. Any modifications to the vehicle, specifically it's wiring and custom installations by RNC Emergency Lighting, will void this warranty. Prices are subjected to change during installation due to customer adding or changing install specifications.

SUBTOTAL	4,458.17
TAX	0.00
SHIPPING	541.83
TOTAL	5,000.00
BALANCE DUE	<b>\$5,000.00</b>

# RFC Emergency Lighting & Services LLC

PO BOX 209  
Briarcliff Manor, NY 10510  
(914) 830-9759  
rfcemergencylighting@gmail.com  
www.rfcemergencylighting.com



## INVOICE

**BILL TO**  
Town of Carmel Police Department  
60 McAlpin Ave  
Mahopac, NY 10541

**SHIP TO**  
Town of Carmel Police Department  
60 McAlpin Ave  
Mahopac, NY 10541

**INVOICE** 1333  
**DATE** 09/21/2022  
**DUPLICATE** 09/21/2022

**INVOICE NUMBER**  
1100271222

QTY	ACTIVITY	RATE	AMOUNT
1	Whelen CenCom CORE Amplifier Control Module	733.99	733.99
1	Whelen CenCom CORE CCTL6 Control Head Includes 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob. Manual, Airhorn Plus 3 Traffic Advisor™ Switches and Microphone with Extension Cable	245.99	245.99
1	Whelen C399K7 OBD II CANPORT KIT 2021 F-150	47.00	47.00
1	Whelen Core VEHICLE-TO-VEHICLE SYNC MODULE CV2V	206.00	206.00
1	Whelen SA315 Siren Speaker Mounts. 2020+ F150	29.99	29.99
1	Whelen SA315P New Projector Siren Speaker.	196.99	196.99
2	Whelen CenCom CORE Expansion Modules CEM16 16 Output, 4 Input WeCanX™ Expansion Module	156.99	313.98
1	Whelen Core CHOWLER Single Speaker with Bracket	490.99	490.99
1	Whelen Legacy Duo Lightbar WECANX 54"	2,579.99	2,579.99
1	Progard PB8116HDL004 HD Push Bumper w/ Four Whelen® Ion™ Duo™ Smoked Lens Red/White Lights	1,215.45	1,215.45
1	Whelen Headlight Flasher Head Light Flasher	57.99	57.99
2	Whelen STRIPLITE DUO FLASHER RW Side of Push Bumper	120.99	241.98

2 Whelen LINSV2 V-Series Linear Super-LED. Under Mirror Red	174.99	349.98
1 Whelen LINSV2 SPECIFIC MOUNTS PAIR. F150	25.00	25.00
4 Whelen ION DUO Linear-LED Universal Mount. RB DUO Running Boards. 2 Per Side	116.99	467.96
2 Whelen Vertex Hide-Away with Flasher Single Color. R Rear Tail Lamps	73.99	147.98
2 Whelen Vertex Hide-Away with Flasher Single Color. B Rear Tail Lamps	73.99	147.98
2 Whelen ION T-Series DUO Linear Surface Mount RB Under Tail Gate	112.99	225.98
2 Whelen ION DUO Linear-LED Surface Mount. RB DUO Rear Tailgate	116.99	233.98
1 Whelen Arges Control Head	200.00	200.00
1 Whelen Arges Specific Mount	60.00	60.00
1 Whelen Arges Remote Spotlight 5 DEGREE OR PROFOCUS SPOT/FLOOD.	447.99	447.99
1 Havis C-VS-3000-F150-1 Havis C-VS-3000-F150-1 Vehicle Specific For 2017-2021 Ford F-250, 350, 450 XL And XLT Super Duty Pickup, F-450 And 550 Cab Chassis, 2015-2020 F- 150 SSV, 2018-2020 F-150 Responder, 2015-2020 Ford F-150 XL And XLT Pickup 30" Long 12.5" Wide Style Console	923.00	923.00
1 HAVIS C-PM-122 BROTHER POCKETJET 6 AND 7 PRINTER MOUNT Havis C-PM-122 Brother PocketJet 6 and 7 Printer Mount Brother PocketJet 6 and 7 Printer Mount	304.37	304.37

Mounts inside standard Havis consoles to maximize space

Heavy-gauge steel for rugged durability

Works with power plug provided with printer

Mounting screws and 90° USB plug included

Compatible printers: Brother PocketJet PJ-622, 623, 662, 663, 673, 722, 723,  
762, 763, and 773 Model kits

1 HAVIS CUP2-1001 SELF-ADJUSTING DOUBLE CUP HOLDER	66.00	66.00
1 C-LP2-PS1-USB C-LP2-PS1-USB	95.00	95.00

## 2 LIGHTER PLUG OUTLET W/ 1 USB CUT OUTS 1.5"

Two 12V DC "lighter plug" outlets with attached caps and 1 horizontal USB cut  
out

Occupies 1.5" of equipment mounting area

Thank You For Your Business!

Page 2 of 3

12" wire harness & 15 amp fuse included  
 1) C-USB-2 dual USB charging port included

1 Havis C-EB40-CCS-1P	33.53	33.53
1 C-EB40-WSB-1P	33.00	33.00
1 Havis C-ARM-108 HAVIS SIDE MOUNTED FLIP UP ARMREST C-ARM-108	138.00	138.00
1 Freight Shipping TBD Progard: \$381.64 Whelen: \$64.37 Havis: \$95.82	0.00	0.00
1 NOTE Discount Promo: Whelen, Havis, Progard package	-1,500.00	-1,500.00
		Subtotal: 8,760.09
1 Labor Cars & Suv Hour Installation of all above plus: rechargeable equipment	3,150.00	3,150.00
1 Materials Wire, Loom, Fuses, Zipties, Heat Shrink, Waterproof Connectors, Connectors, Tape, ETC	245.00	245.00
1 Vehicle Detail	0.00	0.00
1 Vehicle pick up and drop off	0.00	0.00
1 NOTE CURRENT LEAD TIME 4-12 WEEKS ON ALL PARTS	0.00	0.00
1 Window Tints Two Front Windows	150.00	150.00
1 NOTE	-4,458.17	-4,458.17

All products come with manufactures warranty. All wiring and install comes with Limited Lifetime Warranty. This warranty shall be void if the vehicle is subject to extreme abuse, negligence, or accidents. Any modifications to the vehicle, specifically it's wiring and custom installations by KPC Emergency Lighting, will void this warranty. Prices are subjected to change during installation due to customer adding or changing install specifications.

SUBTOTAL	7,846.92
TAX	0.00
TOTAL	7,846.92
BALANCE DUE	\$7,846.92

+ 5,000 From  
PRIOR INVOICE

\$ 12,846.92



# TOWN OF CARMEL POLICE DEPARTMENT

60 MCALPIN AVENUE, MAHOPAC, NY 10541  
TEL (845)628-1300 FAX (845)628-2597  
POLICE@CI.CARMEL.NY.US

ANTHONY HOFFMANN  
CHIEF OF POLICE

## 10/12/2022 Work Session Agenda Item #4

### MEMORANDUM

TO: Carmel Town Board  
FROM: Chief Anthony Hoffmann  
SUBJECT: Vehicle Acquisitions – 2022 & 2023  
DATE: October 12, 2022

As you are aware, police vehicle acquisition has been a significant challenge over the past 18 months. Recently, we were advised that our incoming order for two Ford Police Utility (Explorer) hybrids was cancelled. There was no advance notice or contingency from Ford or the contract vendor/dealer, and the only information provided was that we could reorder these vehicles for 2024 (the 2023 ordering had already been closed out in early September without notice that 2022 orders would be cancelled) with an approximate \$7,000 price increase per vehicle and no estimated lead time.

Upon getting this information, our staff contacted numerous vehicle upfitters and dealers for assistance. Thankfully we have been able to locate two vehicles to cover our 2022 allocation, and an additional two vehicles for 2023. For 2022 we have been able to acquire two Ram 1500 Police SSV(Special Service Vehicle) pick-up trucks. These are not the Hybrid SUV's that we originally anticipated but we have been unable to locate similar police rated SUV's as Ford has apparently cancelled over 20,000 orders from police agencies nationwide. However, as Special Service Vehicles we will be able to utilize them as part of our operational police fleet. These vehicles are available for immediate delivery to CPD from New Holland Auto Group of New Holland, Pennsylvania.

As we continued our search for our 2023 vehicles, we submitted a NYS OGS mini-bid request for police rated SUV's. Among the response we received was for two 2022 Dodge Durango Pursuit SUV's from Robert Green Auto and Truck of Monticello, NY, a vendor that we have dealt with on a number of previous occasions. These vehicles are pre-built and will be available for delivery by November 30<sup>th</sup>.

For procurement purposes, the two RAM vehicles are offered at "piggyback" Pennsylvania contract pricing. While the price is significantly less than retail (a \$6,664.00 discount per vehicle) for ToC Procurement Policy purposes this would not conform to our "piggybacking policy" as being an out of state contract. Therefore for the total amount of \$84,742.00 I request under the "Emergency Purchase" provision of the ToC Procurement Policy, as our Ford order was cancelled and this impacts public safety as CPD needs to maintain our vehicle fleet. This amount will come out of the 2022 CPD vehicle budget line from the amount previously allocated for the Ford Utility order.

Continued

Continuing for the 2023 order of the two Dodge Durangos from Robert Green Auto and Truck, I request authorization to commit the amount of \$82,042.98 from the 2023 CPD vehicle budget line. This purchase would be under a NYS contract (OGS vehicle mini-bid) and conform to ToC Procurement policy.

Therefore, I respectfully request two resolutions, for the following:

A resolution in the amount of \$84,742.00 to New Holland Auto Group of New Holland, PA for the purchase of two 2022 RAM 1500 Police Special Service vehicles from the 2022 CPD vehicle budget.

A resolution to commit to purchase in the amount of \$82,042.98 to Robert Green Auto and Truck of Monitcello, NY for the purchase of two 2022 Dodge Durango Police Pursuit SUV vehicles from the 2023 CPD vehicle budget.

Written vehicle quotes and a ToC Procurement Emergency Purchase Request are attached.

Submitted for your review and approval.

A handwritten signature in black ink, appearing to read 'Anthony Hoffmann', is written over a horizontal line.

Chief Anthony Hoffmann



# INVOICE

## NEW HOLLAND AUTO GROUP

508 W MAIN ST  
NEW HOLLAND, PA 17557  
PH (717) 354-4901 / FX (717) 355-2685  
[tbuzzard@newhollandauto.com](mailto:tbuzzard@newhollandauto.com)

**Invoice #** 100622CT 008

**Date:** October 6, 2022

Customer: Town of Carmel  
60 McAlpin Ave  
Mahopac, NY 10541  
845-628-1300  
**Steve McCabe**

**Purchase Order #**  
**Contract #** COSTARS 025-E22-406  
**VIN #** 1C6RR7XT5NS215382

**Finance Source:** Cash

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	1	2022 Ram 1500 SSV	\$41,876.00	\$41,876.00
1.00	2	Step Bars	\$495.00	\$495.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
Sub Total:				\$42,371.00
SALES TAX				\$0.00
Balance Owed				<b>\$42,371.00</b>

Payment Terms: NET 30 days after receipt of Delivery

Please Make Check Payable and Remit to:

New Holland Auto Group  
508 W. Main St.  
New Holland, PA 17557  
If you prefer to wire money please contact me

***If you have any questions regarding this invoice please contact: Travis Buzzard (717) 351-1651***

Customer Agreement : \_\_\_\_\_ Date: \_\_\_\_\_

By signing this document we agree to the 30 day net terms of payment unless other arrangements have been made with New Holland Auto Group prior to the delivery of the vehicle.



# INVOICE

## NEW HOLLAND AUTO GROUP

508 W MAIN ST  
NEW HOLLAND, PA 17557  
PH (717) 354-4901 / FX (717) 355-2685  
[tbuzzard@newhollandauto.com](mailto:tbuzzard@newhollandauto.com)

**Invoice # 100622CB 006**

**Date:** October 6, 2022

Customer: Town of Carmel  
60 McAlpin Ave  
Mahopac, NY 10541  
845-628-1300  
**Steve McCabe**

**Purchase Order #**  
**Contract #** COSTARS 025-E22-406  
**VIN #** 1C6RR7XT7NS215383

**Finance Source:** Cash

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	1	2022 Ram 1500 SSV	\$41,876.00	\$41,876.00
1.00	2	Step Bars	\$495.00	\$495.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
0.00			\$0.00	\$0.00
Sub Total:				\$42,371.00
SALES TAX				\$0.00
Balance Owed				<b>\$42,371.00</b>

Payment Terms: NET 30 days after receipt of Delivery

Please Make Check Payable and Remit to:

New Holland Auto Group  
508 W. Main St.  
New Holland, PA 17557  
If you prefer to wire money please contact me

***If you have any questions regarding this invoice please contact: Travis Buzzard (717) 351-1651***

Customer Agreement : \_\_\_\_\_ Date: \_\_\_\_\_

By signing this document we agree to the 30 day net terms of payment unless other arrangements have been made with New Holland Auto Group prior to the delivery of the vehicle.

EXHIBIT "B"

**Emergency Justification Form  
Town of Carmel Procurement Policy**

**Procurement Policy, Section VI: Emergency Procurement**

Subdivision (4) of General Municipal Law §103 sets forth an exception to purchasing and bidding requirements for emergency situations

Department: POLICE

Vendor names: NEW HOLLAND AUTO GROUP - NEW HOLLAND, PA

Nature of emergency: PURCHASE OF 2 POLICE VEHICLES (PRIOR ORDER CANCELLED)

Estimated cost: \$ 84,742.00

There are three basic statutory criteria to be met in order to fall within the emergency purchase exception. State the basis for identifying an emergency purchase or service, check any that apply:

- The situation arose out of an accident or unforeseen occurrence or condition.
- Public buildings, public property, or the life, health, safety or property of the political sub-division's residents were affected.
- The situation required immediate action, which could not await competitive bidding.
- The emergency purchases or services exceeded \$10,000 and will be submitted to the Town Board for presentation at a Town Board Meeting to acknowledge said emergency. A Town Board Resolution should be passed acknowledging the same.

Other (provide explanation):

SEE TOWN BOARD MEMO EXPLAINING PRIOR VEHICLE ORDER CANCELLATION FROM FORD & LOCATING 2 POLICE VEHICLES (RAM 1500'S) FROM ABOVE VENDOR.

Purchasing Agent's signature for approval: \_\_\_\_\_

Ray Hill

Department Head's signature for approval: \_\_\_\_\_

Ray Hill

# 11195 (2) Dodge Durango Pursuit SUVs - Town of Carmel PD

[Back to public buyer profile](#)

Published Solicitations

## Buyer



**New York State Office of General Services**

Lead buyer

Contact person:



Carol Neelis  
(518) 474-3695  
carol.neelis@ogs.ny.gov

## Log in

Username:

Password:

Login

[Forgot password?](#)

[Forgot username?](#)

[Register company](#)

**Need help using Negometrix3?**

[Visit our support page](#)

[? Help](#)

## Information

Description: This solicitation is a Mini-Bid under the NYS Vehicle Marketplace and must be responded to using this eProcurement Platform.

[Generate hyperlink](#)

Type: Price request

Published on: Sep 22 2022 2:32 PM

Offer phase: Sep 22 2022 5:00 PM — Sep 29 2022 5:00 PM

## Specification details

[Specification Details](#)

## Offers/Applications

Combined Vehicles Built to Specifications Pricing Sheet Pre-Existing Vehicles Pricing Sheet

Rank	Name	Model Year	Make	Model & Trim Level	Total Number of Vehicles	Total Price for Mini-Bid
1	Robert Green Auto & Truck Inc	2022	DODGE	DURANGO PURSUIT	1	\$41,021.49
1	Robert Green Auto & Truck Inc	2022	DODGE	DURANGO PURSUIT	1	\$41,021.49

2023 CPD VEHICLES



# TOWN OF CARMEL HIGHWAY DEPARTMENT

---

Carmel Highway Department  
55 McAlpin Avenue  
Mahopac, NY 10541

**MICHAEL SIMONE**  
**Superintendent of Highways**

845.628.7474  
FAX 845.628.1471  
MSimone@bestweb.net

## **MEMORANDUM**

**TO:** Town Board  
**FROM:** Michael Simone – Highway Superintendent  
**DATE:** October 4, 2022  
**RE:** Highway Requests – Annual Fall Bids

---

I am requesting that the following items be advertised for bid:

**Sand**  
**Guide Rail**  
**Winter Mix**

MS/Sen

cc Ann Spofford – Town Clerk



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: October 6, 2022

TO: Carmel Town Board  
Carmel Town Hall

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

SUBJECT: Request to have Park Rental Fees Waived

The Putnam County Department of Mental Health would like to host an event on Thursday, December 15, 2022 in the recreation building at Sycamore Park. I am requesting that the Town waive the facility rental fees.

This event is geared towards youth and families in Putnam County that have mental and behavioral health challenges who also struggle with issues including trauma, poverty, domestic violence and homelessness. They host this event to provide a hot catered meal, gifts for the youth and gift cards to help purchase food and other essential items. This event is the highlight of the holiday season for many of these families.

A resolution is required for approval to waive the rental fees. Please add this to the October 12, 2022 Town Board Work Session agenda and contact me with any questions.

/ ns

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:** September 26, 2026

**Re:** Lake Casse Maintenance - R2019-008 - **Renewal for 2023 and 2024**

As the Board may recall, in 2019, the Engineering Department solicited proposals for maintenance at the Lake Casse Maintenance - R2019-008. The proposal identified that the contract would be effective for three (3) years (2020-2022), with the Town of Carmel having the unilateral option to renew the contract for up to two (2) more years or any portion thereof (2023-2024).

Terrence Kelly was the lowest responsible proposer. A copy of Engineering Department's September 19, 2019 memorandum summarizing the initial proposal to the Town and the October 2, 2019 Town Board resolution are attached.

The cost for Lake Casse Maintenance for 2023 and 2024 as identified in the proposal, are \$13,500.00 (each year\_ .

Mr. Terrance Kelly has performed to the satisfaction of both the Lake Casse Advisory Board (see attached) and Engineering Department. This Department contacted Mr. Kelly to ascertain if he was interested in continuing this service for 2023 and 2024. He responded that they would like to renew the contract. A copy of this correspondence is attached.

Therefore, based upon the above, the Engineering Department recommends that this contract be renewed.

The cost for this service is included in the 2023 budget.

I therefore respectfully request that the Board placed on your next Town Board work session agenda.

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:** September 19, 2019

**Re:** R 2019-008 Lake Casse Maintenance

---

Proposals were solicited from six (6) contractors for the referenced contract as provided in the attached bidders list (personal information redacted). The proposal identified that the contract would be effective for three (3) years (2020, 2021 and 2022), with the Town of Carmel having the unilateral option to renew the contract for up to two more years or any portion thereof (2023 and 2024). One (1) proposal was received from Terrance Kelly (see attached bid sheet) and summarized as follows:

<u>Year</u>	<u>Cost</u>
2020	\$13,000.00
2021	\$13,000.00
2022	\$13,000.00
2023	\$13,500.00
2024	\$13,500.00
Charge per clubhouse events (over 20 per year) - \$75.00	

It should be noted that the previous pricing for this work was at the same cost (\$13,000.00 per year). Mr. Kelly has performed this work for the Town of Carmel for the last four (4) years, since 2016. His performance has been acceptable. We have contacted the Lake Casse Advisory Board and they concur with this assessment as identified in the attached.

We have checked with the Comptroller's Office and have been advised that there are sufficient funds in the budget for this contract.

We recommend that the contract be awarded to Mr., Kelly for the term January 1, 2020 to December 31, 2022 (3 years).

This matter should be placed on the next available work session for discussion.

Bidder List

Jim Croughan

Mahopac, NY 10541

Robert Simone

Mahopac, NY 10541

Terry Kelley

Mahopac NY 10541

John Vitkus

Mahopac, New York 10541

Mike Johnson

Carmel, New York 10512

Robert Carey

Mahopac, New York 10541

RECEIVED  
SEP 16 2019  
Town of Carmel

**PROPOSAL SUBMISSION SHEET**  
R 2019-008  
**LAKE CASSE PARK DISTRICT**  
**MAINTENANCE CONTRACT**

**A. Amount Bid Lump Sum for each year**

2020 \$ 13,000

Thirteen thousand dollars  
(Total Amount of Bid in Words)

2021 \$ 13,000

Thirteen thousand dollars  
(Total Amount of Bid in Words)

2022 \$ 13,000

Thirteen thousand dollars  
(Total Amount of Bid in Words)

2023 \$ 13,500 (SOLELY AT THE OPTION OF THE TOWN)

Thirteen thousand five hundred dollars  
(Total Amount of Bid in Words)

2024 \$ 13,500 (SOLELY AT THE OPTION OF THE TOWN)

Thirteen thousand five hundred dollars  
(Total Amount of Bid in Words)

**B. Charge per clubhouse event over 20 per year**

2020 \$ 75.<sup>00</sup>

Seventy five dollars  
(Total Amount of Bid in Words)

2021 \$ 75.<sup>00</sup>

Seventy five dollars  
(Total Amount of Bid in Words)

2022 \$ 75.<sup>00</sup>

Seventy five dollars  
(Total Amount of Bid in Words)

2023 \$ 75.<sup>00</sup> (SOLELY AT THE OPTION OF THE TOWN)

Seventy five dollars  
(Total Amount of Bid in Words)

2024 \$ 75.<sup>00</sup> (SOLELY AT THE OPTION OF THE TOWN)

Seventy five dollars  
(Total Amount of Bid in Words)

Terence Kelly Property Manager 9/16/19  
**Submitted by (signature)** **Title** **Date**

Bidder's Printed Name & Legal Address:

Terence Kelly  
192 Shear Hill rd  
Mahopac NY 10541

By my signature above, I do hereby certify that I am a full time resident at the above address in the Town of Carmel.

**From:** [siclari36](#)  
**To:** [Franzetti, Richard](#)  
**Subject:** Re: 09-18-19 RE: Lake Casse maintenance RFP  
**Date:** Wednesday, September 18, 2019 11:43:14 AM

---

**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.

Yes . Bill

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Franzetti, Richard" <[rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us)>  
Date: 9/18/19 10:44 AM (GMT-05:00)  
To: "Esteves, Donna" <[de@ci.carmel.ny.us](mailto:de@ci.carmel.ny.us)>, "Bill Siclari ([siclari36@verizon.net](mailto:siclari36@verizon.net))" <[siclari36@verizon.net](mailto:siclari36@verizon.net)>, "Kim Kugler ([kimkugler@me.com](mailto:kimkugler@me.com))" <[kimkugler@me.com](mailto:kimkugler@me.com)>  
Cc: "Vara, Rob" <[rjv2@ci.carmel.ny.us](mailto:rjv2@ci.carmel.ny.us)>  
Subject: 09-18-19 RE: Lake Casse maintenance RFP

Please respond ASAP so that I can request to have placed on next week's Town Board work session agenda

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](mailto:rjf@ci.carmel.ny.us)

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

---

**From:** Esteves, Donna  
**Sent:** Wednesday, August 14, 2019 10:08 AM  
**To:** Bill Siclari (siclari36@verizon.net); Kim Kugler (kimkugler@me.com)  
**Cc:** Franzetti, Richard; Vara, Rob  
**Subject:** Lake Casse maintenance RFP

All,

As you are aware, the Lake Casse Park Maintenance contract expires at the end of the year. The Engineering Department will be releasing the request for proposal this Friday, August 16. Please review the attached and advise if you have any comments or suggestions.

Thanks,

*Donna Esteves*

Town of Carmel ~ Engineering Department

60 Mc Alpin Ave

Mahopac, NY 10541

845-628-1500 ext. 184

**From:** [Esteves, Donna](#)  
**To:** [Franzetti, Richard](#)  
**Cc:** [Vara, Rob](#)  
**Subject:** FW: Lake Casse maintenance RFP  
**Date:** Wednesday, September 18, 2019 11:58:32 AM  
**Attachments:** [proposal.pdf](#)

---

Rich,

I spoke with Bill and they are in agreement with the recommendation to awarding Terrence Kelly for the Lake Casse Maintenance contract. There are sufficient funds in the budget for this expense.

Thanks,

*Donna Esteves*

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

---

**From:** Esteves, Donna  
**Sent:** Tuesday, September 17, 2019 4:21 PM  
**To:** Bill Siclari (siclari36@verizon.net); Kim Kugler (kimkugler@me.com)  
**Cc:** Franzetti, Richard; Vara, Rob  
**Subject:** FW: Lake Casse maintenance RFP

All,

Attached is the proposal that was submitted for the Lake Casse Maintenance contract. Just wanted to verify that you are in agreement that the contract be awarded to Terrence Kelly.

Thanks,

*Donna Esteves*

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

---

**From:** Esteves, Donna  
**Sent:** Wednesday, August 14, 2019 10:08 AM  
**To:** Bill Siclari (siclari36@verizon.net); Kim Kugler (kimkugler@me.com)  
**Cc:** Franzetti, Richard; Vara, Rob  
**Subject:** Lake Casse maintenance RFP

All,

As you are aware, the Lake Casse Park Maintenance contract expires at the end of the year. The Engineering Department will be releasing the request for proposal this Friday, August 16. Please review the attached and advise if you have any comments or suggestions.

**RESOLUTION ENTRY INTO CONTRACT FOR MAINTENANCE SERVICES  
LAKE CASSE PARK DISTRICT - R2019-008**

WHEREAS the Town Board of the Town of Carmel, acting as Commissioners of the Lake Casse Park District, has previously sought proposal for maintenance services of the Lake Casse Park District property and facilities;

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Carmel, acting as Commissioners of the Lake Casse Park District and upon the recommendation of Town Engineer Richard J. Franzetti, P.E. hereby authorizes the acceptance of the proposal of Mr. Terence Kelly, Mahopac, NY to perform said maintenance services for fiscal years 2020, 2021 and 2022 at annual costs not to exceed \$13,000; and

BE IT FURTHER RESOLVED, that Town Supervisor Kenneth Schmitt is hereby authorized to execute any extension or amendment as well as any necessary documentation required connection therewith.

Resolution

Offered by: Councilman Barile

Seconded by: Councilwoman McDonough

<u>Roll Call Vote</u>	<u>YES</u>	<u>NO</u>
Michael Barile	<u>X</u>	<u>      </u>
Jonathan Schneider	<u>X</u>	<u>      </u>
John Lupinacci	<u>X</u>	<u>      </u>
Suzanne McDonough	<u>X</u>	<u>      </u>
Kenneth Schmitt	<u>X</u>	<u>      </u>

S  
E  
A  
L

I, Ann Spofford, Town Clerk of the Town of Carmel, Putnam County, New York, do hereby certify that the foregoing resolution is a true and exact copy of the original on file in my office which was adopted by the Town Board of said Town at a duly called and held meeting on the 2<sup>nd</sup> day of **October, 2019**; and of the whole thereof.

October 3, 2019  
Dated

Ann Spofford  
Ann Spofford, Town Clerk

**From:** [Kim Kugler](#)  
**To:** [Franzetti,Richard](#)  
**Subject:** Re: 09-22-22 RE: 09-15-22 - Park Manager for 2023 and 2024  
**Date:** Monday, September 26, 2022 12:54:04 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.

Rich,  
Sorry for the delay. Our board is all in favor of renewing Terry Kelly's contract for park manager for 2023 - 2024.

Thank You,  
Kim Kugler

On Sep 22, 2022, at 4:24 PM, Franzetti,Richard <[rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us)> wrote:

Please advise about renewing with Terry as I need to get memo to the Town Board.

Thanks

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](mailto:rjf@ci.carmel.ny.us)

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

---

**From:** Franzetti,Richard  
**Sent:** Thursday, September 15, 2022 3:45 PM  
**To:** [Kimkugler@me.com](mailto:Kimkugler@me.com); [siclari36@verizon.net](mailto:siclari36@verizon.net)  
**Cc:** Esteves,Donna <[de@ci.carmel.ny.us](mailto:de@ci.carmel.ny.us)>  
**Subject:** 09-15-22 - Park Manager for 2023 and 2024

Kim and Bill,

Just so you know Terry's contract comes up for bid at the end of this year. I will need something from the Lake Casse Board letting the Town know that you either want to renewal (unilateral option) for 2023 and 2024 or that you want to go back out to bid. I am assuming the former versus the latter.

Please advise

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](mailto:rjf@ci.carmel.ny.us)

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

**From:** [tjk4th@aol.com](mailto:tjk4th@aol.com)  
**To:** [Franzetti, Richard](mailto:Franzetti, Richard)  
**Subject:** Re: 09-15-22 -Lake Casse Maintenance - R -2019-008 Renewal for 2023 and 2024  
**Date:** Tuesday, September 20, 2022 4:46:39 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.

Yes

On Thursday, September 15, 2022, 03:46:53 PM EDT, Franzetti, Richard <[rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us)> wrote:

Terry,

Are you interested in renewing for 2023 and 2024?

Richard J. Franzetti. P.E, BCEE, LEED <sup>AP</sup>

Town Engineer

60 McAlpin Avenue

Mahopac, New York 10541

Phone - (845) 628-1500 ext 181

Fax – (845) 628-7085

Cell – (914) 843-4704

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

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

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:** September 30, 2022

**Re:** Request to Lift Mandatory Water Restrictions for CWD3, 7 and 12

---

B&J the operators of Carmel Water District 7 (CWD 7) and Inframark the operators of CWDs 3 and 12 has advised the Engineering Department (Department) that the water restrictions at each of these Districts can be lifted at this time as the systems are functioning normally.

This Department concurs with the assessment and recommends that the mandatory restrictions be withdrawn.

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

**From:** [joe@beeandjay.com](mailto:joe@beeandjay.com)  
**To:** [Franzetti,Richard](mailto:Franzetti,Richard)  
**Subject:** RE: 09-26-22 - Mandatory Water Restrictions CWD 3, 7 and 12  
**Date:** Wednesday, September 28, 2022 3:53:27 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.

Rich

You can lift the water restrictions

Kim

---

**From:** Franzetti,Richard <rjf@ci.carmel.ny.us>  
**Sent:** Monday, September 26, 2022 1:36 PM  
**To:** Joe Scollan - B&J ([joe@beeandjayplumbing.com](mailto:joe@beeandjayplumbing.com)) <[joe@beeandjayplumbing.com](mailto:joe@beeandjayplumbing.com)>; Boyd, Diane <[Diane.Boyd@inframark.com](mailto:Diane.Boyd@inframark.com)>  
**Cc:** Esteves,Donna <[de@ci.carmel.ny.us](mailto:de@ci.carmel.ny.us)>  
**Subject:** 09-26-22 - Mandatory Water Restrictions CWD 3, 7 and 12

Good afternoon,

Please advise if the mandatory Water restrictions can be lifted.? Note that the Town Board will need to issue a resolution lifting these mandates. So I will need to present a memorandum to the TB making said request.

Thanks

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](mailto:rjf@ci.carmel.ny.us)

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

**From:** [Geertsema, Jack](#)  
**To:** [Boyd, Diane](#); [Franzetti, Richard](#)  
**Cc:** [Esteves, Donna](#); [Harris, Carrie](#); [Batz, Michael](#)  
**Subject:** Re: 09-26-22 - Mandatory Water Restrictions CWD 3, 7 and 12  
**Date:** Tuesday, September 27, 2022 7:50:58 AM  
**Attachments:** [image001.png](#)

---

**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.

Looking at our well yields and total district flows for CWD3 & CWD12 we should be able to lift the water restrictions. Temperature appears to be dropping steadily as well so it shouldn't be an issue.

**Jack Geertsema** | Lead Operator



Carmel Water Districts 2 | 3 | 12  
**(M)** [845-667-2752](tel:845-667-2752) | [www.inframark.com](http://www.inframark.com)

---

**From:** Boyd, Diane <[Diane.Boyd@inframark.com](mailto:Diane.Boyd@inframark.com)>  
**Sent:** Tuesday, September 27, 2022 7:20:34 AM  
**To:** Geertsema, Jack <[Jack.Geertsema@inframark.com](mailto:Jack.Geertsema@inframark.com)>  
**Subject:** FW: 09-26-22 - Mandatory Water Restrictions CWD 3, 7 and 12

Please let them know

**Regards,**

**Diane Boyd** | Project Manager



Carmel, NY  
**(O)** 845-565-6182 | **(M)** 914-256-7425

---

**From:** Franzetti, Richard <[rjf@ci.carmel.ny.us](mailto:rjf@ci.carmel.ny.us)>  
**Sent:** Monday, September 26, 2022 1:36 PM  
**To:** Joe Scollan - B&J ([joe@beeandjayplumbing.com](mailto:joe@beeandjayplumbing.com)) <[joe@beeandjayplumbing.com](mailto:joe@beeandjayplumbing.com)>; Boyd, Diane <[Diane.Boyd@inframark.com](mailto:Diane.Boyd@inframark.com)>

**Cc:** Esteves, Donna <de@ci.carmel.ny.us>

**Subject:** 09-26-22 - Mandatory Water Restrictions CWD 3, 7 and 12

**WARNING:** This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

---

Good afternoon,

Please advise if the mandatory Water restrictions can be lifted.? Note that the Town Board will need to issue a resolution lifting these mandates. So I will need to present a memorandum to the TB making said request.

Thanks

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](mailto:rjf@ci.carmel.ny.us)

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

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:** September 26, 2022  
**Re:** Semi- Annual MS4 Report

---

The Town of Carmel is an MS4 community and as such we are required to develop and submit an annual report, due by June 1 of any given year, and a semi-annual report, due by December 1 of any given year, under the New York State Department of Environmental Conservation (NYSDEC) State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from MS4s (GP-0-15-003).

Attached for your consideration is the Semi-Annual MS4 Report. This document will need to be signed by the owner/operator (i.e., Supervisor) and then forwarded to the NYSDEC.

I respectfully request that this agenda item be placed the next Town Board Work session.

### Progress Report for Part IX.A

Permit #	<input type="text" value="NYR20A294"/>	Watershed Name	<input type="text" value="NYC East of Hudson"/>
MS4 Name	<input type="text" value="Town of Carmel"/>	Reporting Period Ending (mm/dd/yyyy)	<input type="text" value="12"/> / <input type="text" value="01"/> / <input type="text" value="20"/> <input type="text" value="22"/>

#### Watershed Improvement Strategy

Describe the strategy to reduce the discharge of phosphorous to this waterbody. Include new sources that may have been identified and any modifications to the strategy to better address new sources.

The Town of Carmel is a member of the East of Hudson Watershed Corporation

#### Public Education & Outreach

1. Description of the education program

The Town maintains a literature rack and website with appropriate information

2. Who is the target audience and what is the message delivered to each target audience?

Homeowners and developers in the Town of Carmel

3. Identify how many educational materials have been developed and distributed

4. Identify how many educational materials have been developed and distributed that focus on:

a. understanding the Phosphorous issues

b. Septic systems as a source of Phosphorus   
 Non-Traditional MS4

c. Phosphorous concerns with fertilizer use

d. Phosphorous concerns with grass clippings and leaves entering the MS4

e. Construction sites as a source of Phosphorus

f. Phosphorous concerns with detergent use

PERMIT #

5. Education plan and goals for the next 6 months

Update webpage and post flyers

**Illicit Discharge Detection and Elimination**

Non-Traditional MS4 (Skip Question 6-6e)

6. Number of On-Site Wastewater Treatment Systems (OWTS) with a design capacity of less than 1000 gpd that are located in sewersheds that drain to the listed waterbody

a. Number of OWTS inspected in this reporting

b. Number of OWTS in need of maintenance or rehabilitation

c. Number of OWTS where maintenance or rehabilitation has been performed in this reporting period.

d. State the plan for OWTS that have not been addressed in 6c this reporting period

This is a Putnam County regulated activity

e Describe the OWTS inspection program: Who is responsible for performing OWTS inspections? (eg:Septage Haulers, DOH, engineer, consultant); What methods are used? Are there trends in systems that need maintenance vs systems that need rehabilitation?

Septage Haulers

7. Number of Illicit Discharges detected within sewershed of listed waterbody in this reporting period.  3

a. Number reported in 7 that have been eliminated  0

b. List of Illicit Discharge locations that have not been eliminated in this reporting period and the target date for elimination

Location	Target Date (mmddyyyy)
<input type="text" value="328 buckshollow road"/>	<input type="text" value="1 2 / 3 1 / 2 0 2 2"/>
<input type="text" value="330 buckshollow road"/>	<input type="text" value="1 2 / 3 1 / 2 0 2 2"/>
<input type="text" value="332 buckhollow road"/>	<input type="text" value="1 2 / 3 1 / 2 0 2 2"/>
<input type="text" value=""/>	<input type="text" value="___ / ___ / _____"/>

PERMIT #

Location

Target Date (mmddyyyy)  
/ /   
/ /   
/ /   
/ /   
/ /

**Construction Site Stormwater Runoff Control**

Non-Traditional MS4 (Skip Question 8)

- 8. Number of SWPPPs reviewed and approved during this reporting period \_\_\_\_\_4
- 9. Number of active construction sites within sewersheds of impaired waterbody during this reporting period: \_\_\_\_\_16
  - a. Number of sites reported in 9 that are between 5000 sqft and 1 acre \_\_\_\_\_14
  - b. Number of sites inspected in this reporting period \_\_\_\_\_14
  - c. Number of sites in need of corrective action \_\_\_\_\_0
  - d. Number of sites where corrective action was completed in this reporting period \_\_\_\_\_
  - e. Discuss inspections. Discuss trends that may have been observed in this reporting period. State reasoning for not inspecting all active construction sites. (if applicable)

The Town of Carmel receives weekly inspection reports from inspectors on sites and performs periodic inspections at the sites

10. Construction Site Stormwater Runoff Control plan and goals for the next 6 months

Continue to review SWPPPS and perform site inspections

**Post Construction Stormwater Management**

- 11. Number of Stormwater Management Practices (SMPs) located in sewersheds that drain to the listed waterbody \_\_\_\_\_5
  - a. Number reported in 11 that have been inspected in this reporting period \_\_\_\_\_0
  - b. Number of SMPs in need of maintenance or rehabilitation \_\_\_\_\_0
  - c. Number of SMPs where maintenance or rehabilitation has been performed in this reporting period. \_\_\_\_\_0
  - d. Number of SMPs where phosphorous pollutant problems have been identified. \_\_\_\_\_0
  - e. Number reported in 11d where the pollutant problem has been addressed. \_\_\_\_\_0

f. Who is responsible for performing SMP inspections?  
 Town of Carmel

PERMIT # NYR20A294

g. Is the criteria in Ch 5, 6, and 10 of the NYS Stormwater Management Design Manual being applied? (If no, please describe deviations) Y N

[Empty text box for answer to question g]

h. State procedures to identify sites with post construction controls that are not functioning as designed (ie, rill erosion, pollutant bypass)?

[Empty text box for answer to question h]

12. Describe the retrofit program. Include the funding sources and design description of retrofits. Identify all retrofits that have been constructed and maintained during this reporting period.

The Town is a member of the East of Hudson Watershed Corporation

13. Post-Construction Stormwater Management plan and goals for the next 6 months

[Empty text box for answer to question 13]

**Municipal Operations Pollution Prevention/Good Housekeeping**

Non-Traditional MS4 (Skip Question 14)

14. Number of catch basin and manhole sumps within sewersheds discharging to listed waterbody     0

a. Number reported in 14 that have been inspected in this reporting period     0

b. Number reported in 14a cleaned in this reporting period     0

15. Number of conveyance system outfalls within sewersheds discharging to listed waterbody   4  0  0

a. Number reported in 15 that have been inspected in this reporting period.     5  6

b. Number reported in 15a maintained in this reporting period.     5  6

c. Number reported in 15a repaired in this reporting period.     

16. Amount by weight in pounds of turf fertilizer containing phosphorous that was applied on municipally owned lands in this reporting period.     0

17. Describe turf management practices implemented during this reporting period. Include strategies implemented to introduce native plants to reduce fertilization and mowing

The Town of Carmel does not apply fertilizer

