

HAROLD GARY
Chairman

CRAIG PAEPER
Vice-Chair

BOARD MEMBERS

ANTHONY GIANNICO
DAVE FURFARO
CARL STONE
KIM KUGLER
RAYMOND COTE

**TOWN OF CARMEL
PLANNING BOARD**



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 – Ext.190
www.ci.carmel.ny.us

MICHAEL CARNAZZA
*Director of Code
Enforcement*

RICHARD FRANZETTI, P.E.
Town Engineer

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

VINCENT FRANZE
Architectural Consultant

**PLANNING BOARD AGENDA
JUNE 8, 2016 – 7:00 P.M.**

MEETING ROOM #2

TAX MAP # PUB. HEARING MAP DATE COMMENTS

PUBLIC HEARING

- | | | | | |
|---|-----------------|--------|----------|-------------------|
| 1. Infantino, Thomas – 52 Split Rock Road | 64.8-1-19,20,21 | 6/8/16 | | Bond Return |
| 2. Rooney, Sean – 17 Miller Road | 86.11-1-18 | 6/8/16 | 05/05/16 | Amended Site Plan |

RESOLUTION

- | | | | | |
|---|---------------|--|----------|--------------|
| 3. Lake Plaza Shopping Center, LLC
(Proposed Stop & Shop) – 983-1005 Route 6 | 65.10-1-45&46 | | 04/27/16 | SEQR Neg Dec |
|---|---------------|--|----------|--------------|

SITE PLAN

- | | | | | |
|--|------------|--|----------|-------------------|
| 4. Hudson Valley Veterinary EMS – 559 Route 6N | 75.6-1-67 | | 05/27/16 | Site Plan |
| 5. New York SMSA Limited Partnership d/b/a
Verizon Wireless – 692 Route 6 | 76.30-1-22 | | 04/11/16 | Amended Site Plan |

MISC.

- | | | | | |
|-----------------------|--|--|--|--|
| 6. Minutes – 05/18/16 | | | | |
|-----------------------|--|--|--|--|



50 Main Street
Suite 360
White Plains, NY 10606-1900
Telephone (914) 467-6600
Fax (914) 761-3759
www.vhb.com

TRANSMITTAL

To: Rose Trombetta
Town of Carmel
60 McAlpin Avenue,
Mahopac, New York 10541

Date: 6/1/2016	VHB Project No.: 41929.00
Re: Application of Lake Plaza Shopping Center	

We are sending you: ☒ Attached ☐ Under Separate cover via Hand Delivery the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ DVDs ☐ Specifications ☐ Copy of Letter ☐
☒ Other See below

Copies	Date	No.	Description
5	05/31/2016		VHB Plans (Full-Sized) Sheet C-04

These are transmitted as checked below:

<input type="checkbox"/> For approval	<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Resubmit	Copies for approval
<input checked="" type="checkbox"/> For your use	<input type="checkbox"/> Approved as noted	<input type="checkbox"/> Submit	Copies for distribution
<input type="checkbox"/> As requested	<input type="checkbox"/> Return for corrections	<input type="checkbox"/> Return	Corrected prints
<input type="checkbox"/> For review and comment	<input type="checkbox"/> For bids due		
<input type="checkbox"/> Returned prints on loan to VHB			

REMARKS: Reconfigured layout at Dunkin Donuts access to provide movement restrictions into parking area per Planning Board comments. Ratio of 4.2 parking spaces per 1000 sf maintained.

VHB agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media, including, but not limit to, CADD Documents (together, "Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to the Client for informational purposes only and not as an end product. VHB makes no warranties, either express or implied, regarding the fitness or suitability of the Electronic Documents.

The Electronic Documents are instruments of professional service, and shall not be used, in whole or in part, for any project other than that for which they were created, without the express written consent of VHB and without suitable compensation to VHB. Accordingly, the Client agrees to waive any and all claims against VHB resulting in any way from the unauthorized alteration, misuse or reuse of the Electronic Documents, and to defend, indemnify, and hold VHB harmless for any claims, losses, damages, or costs, including attorney's fees, arising out of the alteration, misuse or reuse of any Electronic Documents.

Copy to: File

By: Michael W. Junghans, PE
Director of Land Engineering



May 31, 2016

Harold Gary, Chairman and Members of the Planning Board
Town of Carmel
60 Mcalpin Avenue
Mahopac, New York 10541

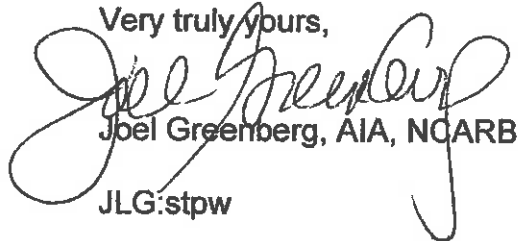
Re: Hudson Valley Veterinary EMS
559 Route 6N
Mahopac, New York 10541
T.M. 75.06-1-67

Dear Mr. Gary and Members of the Board,

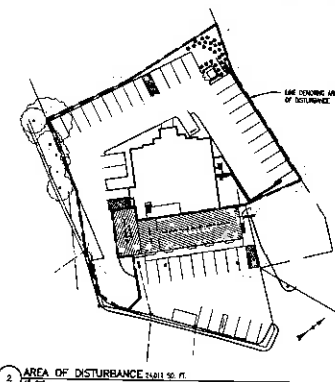
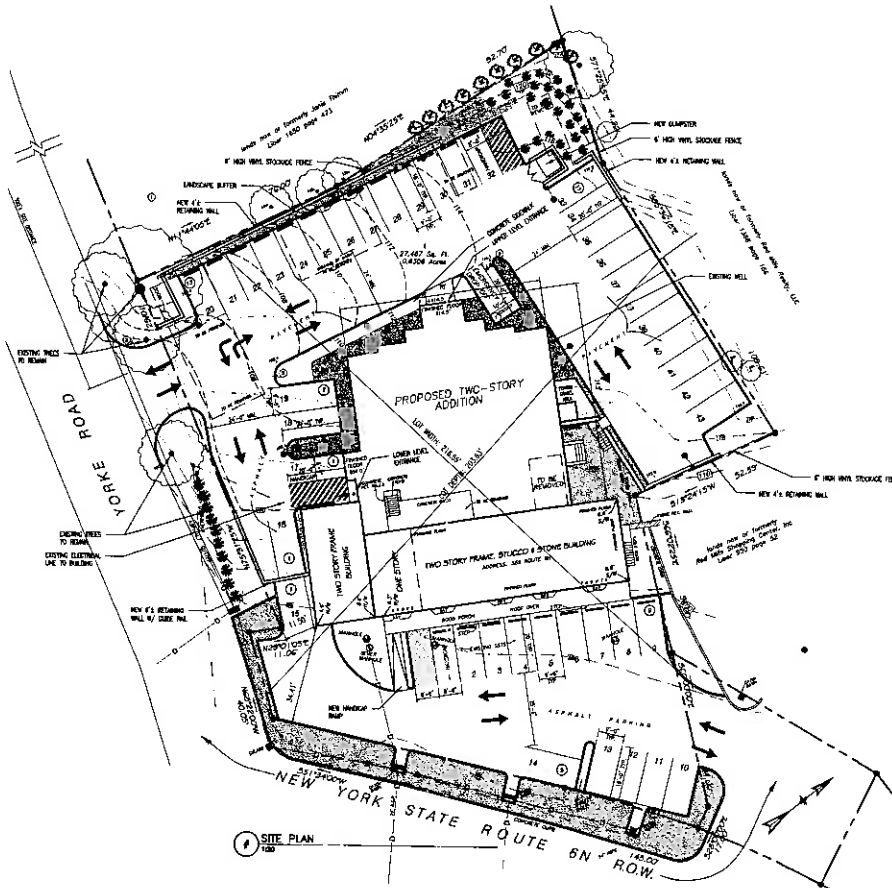
Dr. Stanzione finally had a closing with Putnam County which deeded over the front parking lot to him. Due to the acquisition of this property, one variance was eliminated (lot area) while the others are still required. Therefore, I respectfully request that our Site Plan be denied at your meeting on Wednesday, June 8, 2016, so that we may apply to the Zoning Board of Appeals.

Thanking you in advance for your interest and cooperation in this matter.

Very truly yours,


Joel Greenberg, AIA, NCARB
JLG:stp





AREA MAP

ABUTTING NEIGHBORS

Old Red Mills Farm, LLC Tax Map #: 75.6-1-47 559 Rt 6N Malone, NY 10541	Christopher Coors Tax Map #: 75.6-1-48 545 Rt 6N Malone, NY 10541	Frederick Coors Tax Map #: 75.6-1-49 47 Red Mills Rd Malone, NY 10541
Red Mills Shopping Center Inc Tax Map #: 75.6-1-48 18 Chateau Dr Malone, NY 10541	Francis Ziegler Tax Map #: 75.6-1-44 71 Red Mills Rd Malone, NY 10541	Brian Senger Tax Map #: 75.6-1-27 46 Red Mills Rd Malone, NY 10541
Jania Thorne Tax Map #: 75.6-1-46 19 Chateau Dr Malone, NY 10541	Edward C. McHugh Tax Map #: 75.6-1-40 51 Red Mills Rd Malone, NY 10541	Claudio Sarno Tax Map #: 75.6-1-39 56 Red Mills Rd Malone, NY 10541
Larry F. Mazzella Tax Map #: 75.6-1-5 17 York Rd Malone, NY 10541	John Lugini Tax Map #: 75.6-1-7 13 York Rd Malone, NY 10541	Louise G. Coniglio Tax Map #: 75.6-1-28 70 Red Mills Rd Malone, NY 10541
Red Mills Realty Co. Tax Map #: 75.6-1-49 18 Chateau Dr Malone, NY 10541	City of New York Tax Map #: 75.6-1-24 401 Columbia Ave Vestal, NY 10595	Louise A. Farn Tax Map #: 75.6-1-38 58 Red Mills Rd Malone, NY 10541
Christopher Coors Tax Map #: 75.6-1-4 545 Rt 6N Malone, NY 10541	Robin Miller Tax Map #: 75.6-1-59 47 Red Mills Rd Malone, NY 10541	Drew D. Fluke Tax Map #: 75.6-1-2 PO BOX 287 Malone, NY 10541
Vincent Coors Tax Map #: 75.6-1-45 16 York Rd Malone, NY 10541	Red Mills Shopping Center Inc Tax Map #: 75.6-1-70 18 Chateau Dr Malone, NY 10541	Allen A. Mazzella Tax Map #: 75.6-1-25 76 Red Mills Rd Malone, NY 10541
Michael S. Bosa Tax Map #: 75.6-1-43 69 Red Mills Rd Malone, NY 10541	Edward Kravitz LLC Tax Map #: 75.6-1-3 14 York Rd Malone, NY 10541	Marie G. Oliver Tax Map #: 75.6-1-31 3 Haverhill Rd Malone, NY 10541
Anthony R. Amante Tax Map #: 75.6-1-42 59 Red Mills Rd Malone, NY 10541	Francis C. Longmire Tax Map #: 75.6-1-28 60 Red Mills Rd Malone, NY 10541	Norris McChesney Tax Map #: 75.6-1-27 9 York Rd Malone, NY 10541
George Milosavljevic Tax Map #: 75.6-1-41 PO BOX 217 Malone, NY 10541	Wm. M. Ruggie Tax Map #: 75.6-1-8 77 Red Mills Rd Malone, NY 10541	Barbara A. Davis Tax Map #: 75.6-1-9 PO BOX 287 Malone, NY 10541
Martin P. Ryan Tax Map #: 75.6-1-57 77 Red Mills Rd Malone, NY 10541		

THE INFORMATION ON THIS SITE PLAN IS BASED ON THE SURVEY BY LINK LAND SURVEYORS, DATED JULY 8, 2013.

DECISION OF THE ZBA [DATED 4/25/13]

VETERINARY EMERGENCY FACILITY:
A VETERINARY EMERGENCY FACILITY IS ONE WITH THE PRIMARY FUNCTION OF RECEIVING, TREATING AND MONITORING OF EMERGENCY PATIENTS DURING ITS SPECIFIED HOURS OF OPERATION, GENERALLY DURING THE HOURS WHEN TYPICAL VETERINARY OFFICES ARE NOT OPEN FOR OPERATION. A VETERINARIAN IS IN ATTENDANCE AT ALL HOURS OF OPERATION AND SUFFICIENT STAFF, INSTRUMENTATION, MEDICATIONS AND SUPPLIES MUST BE SUFFICIENT TO PROVIDE AN APPROPRIATE LEVEL OF EMERGENCY CARE.

DRAWING LEGEND	
●	PROPOSED POLE MOUNTED LIGHT
①	"DO NOT ENTER" SIGN
②	"STOP" SIGN
→	PAINTED TRAFFIC FLOW ARROW
—	4' PARKING STRIPE
■	CATCH BASIN
Ⓜ	MANHOLE
Ⓢ	SEWER MANHOLE
○	WELL

SCHEMATIC PLANT LIST	
SYMBOL	BOTANICAL/COMMON NAME
●	EVERGREEN TREES
○	Deciduous Trees
■	SHRUBS & BUSHES
●	Grasses
○	Flowering Plants
■	Perennials
○	Annuals
○	Herbaceous Perennials
○	Deciduous Shrubs
○	Evergreen Shrubs
○	Palms
○	Ornamental Grasses
○	Ornamental Trees
○	Ornamental Shrubs
○	Ornamental Perennials
○	Ornamental Annuals
○	Ornamental Herbs
○	Ornamental Vines
○	Ornamental Climbers
○	Ornamental Groundcovers
○	Ornamental Water Features
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Quitclaim Deed

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

THIS INDENTURE, made the 6th day of May, two thousand and sixteen

BETWEEN

The COUNTY OF PUTNAM, a municipal corporation of the State of New York, located at 40 Gleneida Avenue, Carmel, New York 10512, party of the first part,

AND

JOLIE HOLDINGS LLC, 381 Dobbs Ferry Road, White Plains, New York 10607, party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Dollar and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, and designated as a portion of the old road bed adjacent to 559 Route 6N, Town of Carmel, County of Putnam and State of New York, and more fully described in the attached Schedule "A".

Being the same property referenced in Official Order H2598 of the NYS Department of Transportation, dated March 9, 2016.

The property transferred herein shall merge with Town of Carmel Tax Map Number 75.06-1-67.

This conveyance is made pursuant to Resolution No.: 139 of 2014 of the Putnam County Legislature.

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

AND the party of the first part, 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:



MARYELLEN ODELL, Putnam County Executive

Benchmark Title Agency, LLC

Title No. BTA71632

SCHEDULE A

Amended 5/4/16

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, bounded and described as follows:

BEGINNING on the westerly side of Route 6N (also known as State Highway No. 9274-A) said point being 20.05 feet west of station 238+78.72 of New York State Department of Transportation 1917 survey baseline as shown on State of New York Department of Transportation Abandonment Map, Map No. 98 Parcel No. 108.;

THENCE RUNNING along the westerly right of way North 29 Degrees 01' 05" East 11.06 feet to the division line between Jollie Holding on the west and County of Putnam on the east;

THENCE RUNNING along said division line North 40 Degrees 38' 43" East 135.32 feet to a point;

THENCE RUNNING through land of the County of Putnam the following two courses and distances;

1. South 66 degrees 00 minutes 00 seconds East 54.00 feet to a point;
2. South 28 degrees 00 minutes 00 seconds East 8.19 feet to the Northwestern side of Route 6N;

THENCE RUNNING southwesterly along said highway on a curve to the left having a radius of 400 feet length of 47.94 feet and South 50 Degrees 16' 00" West 103.41 feet;

THENCE RUNNING North 68 Degrees 22' 00" West 30.70 feet to the point and place of beginning.

TOGETHER WITH AND SUBJECT TO ACCESS AND USE EASEMENT bounded and described as follows:

Beginning at a point on the Northwestern side of Route 6N (also known as State Highway No. 9274-A) said point being 20.34 feet west of station 140+15.23 of New York State Department of Transportation 1917 survey baseline as shown on State of New York Department of Transportation Abandonment Map, Map No. 98 Parcel No. 108. Said point being the Northerly side of right of way where the same is intersected by the division line between Jolie Holding Corporation, Red Mills Realty LLC and Red Mills Shopping Center Inc.;

THENCE RUNNING along the division line between County of Putnam and Red Mills Realty Inc. North 67 Degrees 31' 58" East 81.62 feet to a point;

{00704397.DOC.}

Benchmark Title Agency, LLC

Title No. BTA71632

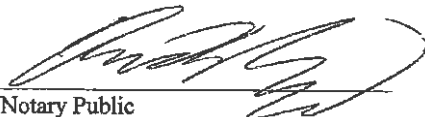
THENCE RUNNING through Land of the County of Putnam South 26 Degrees 00' 00" East 42.46 feet to the Northerly side of Route 6N as shown on Said Abandonment Map on a curve to the left having a radius of 400.00 feet and a length of 46.63 feet to a point;

THENCE RUNNING through land of the County of Putnam the following two courses and distances:

1. North 28 Degrees 00' 00" West 8.19 feet to a point;
2. North 66 Degrees 00' 00" West 54.00 feet to point and place of BEGINNING

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

On the 6th day of May, 2016, before me the undersigned personally appeared MARYELLEN ODELL personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

ANDREW W. NEGRO
Notary Public, State of New York
No. 02NE6070549
Qualified in Putnam County
Commission Expires March 4, 20 18

QUITCLAIM DEED

THE COUNTY OF PUTNAM

to

JOLIE HOLDINGS LLC

S/B/L: (Old road bed of Old
Route 6N a/k/a Market Place.)

TOWN OF CARMEL
COUNTY OF PUTNAM

RECORD & RETURN TO:

Daniel Pozin, Esq.
McCarthy Fingar LLP
11 Martine Avenue, 12th Floor
White Plains, New York 10606-1934



OWNER'S POLICY OF TITLE INSURANCE
Issued by
WFG NATIONAL TITLE INSURANCE COMPANY

POLICY NUMBER: 3155400-02233675 FILE NUMBER: BTA71632

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
 2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 3. Unmarketable Title.
 4. No right of access to and from the Land.
 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
- If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

BY: *Patricia S. E.*
President
ATTEST: *St. H. M. H.*

Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records

at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured, (2) if the grantee wholly owns the named Insured, (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues,

alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

CONDITIONS-CONT.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further,

if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the

loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or

controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be

given to the Company at **12909 SW 68th Parkway, Suite 350, Portland, OR**

97223. WFG National Title Insurance Company's telephone number is (503) 387-3998.

WFG National Title Insurance Company

***AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY (6-17-2006)
WITH NEW YORK COVERAGE ENDORSEMENT APPENDED (A.L.T.A.)***

SCHEDULE A

Policy No 3155400-02233675

Title Number	Effective Date	Amount of Insurance
BTA71632	5/9/2016	\$25,000.00

1. Name of Insured: Jolie Holdings LLC

2. The estate or interest in the land which is covered by this policy is: Fee Simple

3. Title to the estate or interest in the land is vested by:

Jolie Holdings LLC who acquired title by deed from County of Putnam dated 5/9/2016 and intended to be recorded in the Office of the Putnam County Clerk of the County of Putnam.

4. The land referred to in this Policy is described herein on Schedule A Description of Premises.

For Information: Premises known as: Old Route 6N a/k/a Market Place, Carmel, NY 10512



Authorized Signatory

**SCHEDULE A
A.L.T.A 2006 OWNERS POLICY**

WFG National Title Insurance Company

**SCHEDULE A
DESCRIPTION OF PREMISES**

Title No. BTA71632
Policy No. 3155400-02233675

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, bounded and described as follows:

BEGINNING on the westerly side of Route 6N (also known as State Highway No. 9274-A) said point being 20.05 feet west of station 238+78.72 of New York State Department of Transportation 1917 survey baseline as shown on State of New York Department of Transportation Abandonment Map, Map No. 98 Parcel No. 108.;

THENCE RUNNING along the westerly right of way North 29 Degrees 01' 05" East 11.06 feet to the division line between Jollie Holding on the west and County of Putnam on the east;

THENCE RUNNING along said division line North 40 Degrees 38' 43" East 135.32 feet to a point;

THENCE RUNNING through land of the County of Putnam the following two courses and distances;

1. South 66 degrees 00 minutes 00 seconds East 54.00 feet to a point;
2. South 28 degrees 00 minutes 00 seconds East 8.19 feet to the Northwesterly side of Route 6N;

THENCE RUNNING southwesterly along said highway on a curve to the left having a radius of 400 feet length of 47.94 feet and South 50 Degrees 16' 00" West 103.41 feet;

THENCE RUNNING North 68 Degrees 22' 00" West 30.70 feet to the point and place of beginning.

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THENCE RUNNING along the division line between County of Putnam and Red Mills Realty Inc. North 67 Degrees 31' 58" East 81.62 feet to a point;

THENCE RUNNING through Land of the County of Putnam South 26 Degrees 00' 00" East 42.46 feet to the Northerly side of Route 6N as shown on Said Abandonment Map on a curve to the left having a radius of 400.00 feet and a length of 46.63 feet to a point;

THENCE RUNNING through land of the County of Putnam the following two courses and distances:

1. North 28 Degrees 00' 00" West 8.19 feet to a point;
2. North 66 Degrees 00' 00" West 54.00 feet to point and place of BEGINNING

WFG National Title Insurance Company

SCHEDULE B

Policy No 3155400-02233675

Title No BTA71632

Showing defects, liens, encumbrances and other matters against which the Company does not, by this Policy, insure:

1. Subject to Rights and Easements of adjoining owners to the north over premises as described in Schedule A as Access and Use Easement.
2. No tax search was done as the premises described in Schedule A was owned by the State of New York and transferred to the County of Putnam and is benefited by a tax exemption that will terminate upon transfer of said land. The land then may become taxed, pro-rata, for the unexpired term of the tax year from the termination of the exemption. Policy will except loss or damage arising from the retroactive reimposition of taxes from the termination of the exemption.
3. Any state of facts which a guaranteed survey of current date would disclose.

SCHEDULE B

A.L.T.A 2006 OWNERS POLICY

WFG National Title Insurance Company

STANDARD NEW YORK ENDORSEMENT
(Owner's Policy)

Title No BTA71632

Attached to and made a part of Policy No. 3155400-02233675

1. The following is added as a Covered Risk:

“11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy.”

2. Exclusion Number 5 is deleted, and the following is substituted:

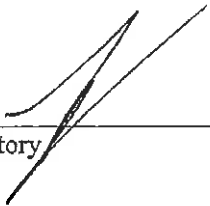
5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers

DATED: 5/9/2016

WFG National Title Insurance Company

By 
Authorized Signatory

Standard New York Endorsement (11/1/2008)
For Use With ALTA Owner's Policy (6/17/2006)
Amended (7/1/2012)

LAW OFFICES OF
SNYDER & SNYDER, LLP

94 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591

(914) 333-0700

FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS

lsnyder@snyderlaw.net

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)

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

REPLY TO:

WESTCHESTER OFFICE

May 27, 2016

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

Re: Application by New York SMSA Limited Partnership d/b/a Verizon Wireless
to Install a Public Utility Wireless Communications Facility on the Roof of the
Building Located at 692 Route 6, Carmel, New York

Honorable Chairman Gary
and Members of the Planning Board:

I am the attorney for New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") in connection with its request for site plan approval to locate a public utility wireless communications facility ("Facility") at the above captioned property ("Property"). The proposed Facility consists of antennas strategically concealed within stealth enclosures on the roof of the existing building at the Property to shield same from view and be consistent with the other mechanical equipment on the roof.

Verizon Wireless is a provider of wireless communications services, and is licensed by the Federal Communications Commission to provide same throughout the New York metropolitan area, including the Town of Carmel. The Facility will enable Verizon Wireless to enhance its wireless services to the area surrounding the Property.

In support of the foregoing, Verizon Wireless is pleased to enclose the following materials:

1. A check made payable to the Town of Carmel, in the amount of \$3,000.00, representing the required application fee;
2. Eleven (11) copies of the Site Plan Application Form;

3. Two (2) copies of the Disclosure Statement;
4. Eleven (11) copies of the Memorandum in Support of the Application;
5. Eleven (11) copies of the short Environmental Assessment Form¹; and
6. Ten (10) copies of the Site Plan.

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

Respectfully submitted,



Leslie J. Snyder

LJS:et

Enclosures

cc: Verizon Wireless
On Air Engineering
Environmental Conservation Board
Mahopac Fire Department
Putnam County Health Department

\\ss-svr2k12\dl\ssdata\wpdata\ss4\wp\newbanm\breyer\small cell sites\mahopac 6\zoning\pb letter.et.5.27.16.rtf

¹Please note that it is respectfully submitted that the application is a Type II action under the New York State Environmental Quality Review Act ("SEQRA") since it involves construction of a non-residential structure involving less than 4000 square feet under 6 NYCRR 617.5 (c) (7). Under SEQRA, a Type II action is deemed not to have a significant impact on the environment or are otherwise precluded from environmental review.



TOWN OF CARMEL SITE PLAN APPLICATION INSTRUCTIONS



The Town of Carmel Planning Board meetings are held twice a month, on the second and fourth Wednesday's, at 7:00 PM at Carmel Town Hall, 60 McAlpin Avenue, Carmel

The submission deadline is 10 days prior to the Planning Board meeting. New site plan applications that have been deemed complete will be placed on the agenda in the order they are received.

No application will be placed on the agenda that is incomplete

Pre-Submission:

Prior to the formal submission of the site plan, a pre-submission conference may be requested by the applicant to be conducted with representatives from the Town, which may include the Town Planner, Town Engineer, Director of Code Enforcement and/or the Planning Board Attorney. This conference will serve to educate the applicant on the process he/she must follow, clarify the information required to submit a complete site plan application, and to highlight any specific areas of concern. You may arrange a pre-submission conference through the Planning Board Secretary at (845) 628-1500 extension 190.

Submission Requirements:

At least 10 days prior to the Planning Board meeting, the site plan application shall be submitted to the Planning Board Secretary as follows:

All site plans shall be signed, sealed and folded with the title box legible. The application package shall include:

- ☒ 11 copies of the Site Plan Application Form, signed and notarized.
- ☒ 11 copies of the SEQR Environmental Assessment Form (use of short form or long form shall be determined at pre-submission conference).
- ☒ 5 full size sets of the Site Plan (including floor plans and elevations)
- ☒ 1 CD (in pdf. format) containing an electronic version of the Site Plan
- ☒ 2 copies of the Disclosure Statement
- ☒ 11 copies of the Site Plan Completeness Certification Form
- ☒ All supplemental studies, reports, plans and renderings.
- ☒ 2 copies of the current deed.
- ☒ 2 copies of all easements, covenants and restrictions.
- ☒ The appropriate fee, determined from the attached fee schedule. Make checks payable to the *Town of Carmel*.

Rose Trumbetta
Planning Board Secretary; Date

6/2/16 
Town Engineer; Date



TOWN OF CARMEL SITE PLAN APPLICATION



Per Town of Carmel Code – Section 156 - Zoning

SITE IDENTIFICATION INFORMATION			
Application Name: Verizon Wireless public utility wireless communications facility		Application # 16-0000	Date Submitted: 5/20/16
Site Address: No. 692 Street: Route 6 Hamlet: Mahopac			
Property Location: (Identify landmarks, distance from intersections, etc.)			
Town of Carmel Tax Map Designation: Section 76.30 Block 1 Lot(s) 22		Zoning Designation of Site: C (Commercial)	
Property Deed Recorded in County Clerk's Office Date Liber Page		Liens, Mortgages or other Encumbrances Yes No	
Existing Easements Relating to the Site No Yes Describe and attach copies:		Are Easements Proposed? No Yes Describe and attach copies:	
Have Property Owners within a 500' Radius of the Site Been Identified? See list on site plan submitted herewith Yes No Attached List to this Application Form mailings will be done upon scheduling public hearing			
APPLICANT/OWNER INFORMATION			
Property Owner: Brimat Realty, LLC		Phone #: Fax#:	Email:
Owners Address: PO Box #271 No. Street: Town: Mahopac State: NY Zip: 10541			
Applicant (if different than owner): New York SMSA Limited Partnership d/b/a Verizon Wireless c/o Snyder & Snyder		Phone #: 914-333-0700 Fax#:	Email: lsnyder@snyderlaw.net
Applicant Address (if different than owner): No. 94 Street: White Plains Rd. Town: Tarrytown State: NY Zip: 10591			
Individual/ Firm Responsible for Preparing Site Plan: On Air Engineering, LLC		Phone #: 201-456-4624 Fax#:	Email:
Address: No. 88 Street: Foundry Pond Rd. Town: Cold Spring State: NY Zip: 10516			
Other Representatives: Snyder & Snyder LLP		Phone #: 914-333-0700 Fax#: 914-333-0743	Email: lsnyder@snyderlaw.net
Owners Address: PO Box #271 No. Street: Town: Mahopac State: NY Zip: 10541			
PROJECT DESCRIPTION			
Describe the project, proposed use and operation thereof: Installation of public utility wireless communications facility on the roof of the existing building, consisting of antennas and related equipment concealed within stealth enclosures.			

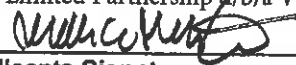
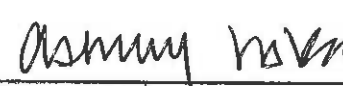

TOWN OF CARMEL SITE PLAN APPLICATION

PROJECT INFORMATION			
Lot size: Acres: <u>1.4+/-</u> Square Feet: <u>61,345</u>		Square footage of all existing structures (by floor): <u>N/A</u>	
# of existing parking spaces: <u>see site plan</u>		# of proposed parking spaces: <u>0</u>	
# of existing dwelling units: <u>0</u>		# of proposed dwelling units: <u>0</u>	
Is the site served by the following public utility infrastructure:			
<ul style="list-style-type: none"> ▪ Is project in sewer district or will private septic system(s) be installed? <u>N/A</u> ▪ If yes to Sanitary Sewer answer the following: <ul style="list-style-type: none"> ▸ Does approval exist to connect to sewer main? Yes: <input type="checkbox"/> No: <input type="checkbox"/> ▸ Is this an in-district connection? _____ Out-of district connection? _____ ▸ What is the total sewer capacity at time of application? _____ ▸ What is your anticipated average and maximum daily flow _____ 			
For Town of Carmel Town Engineer			
<ul style="list-style-type: none"> ▸ What is the sewer capacity _____ 			
<div style="text-align: right; margin-right: 50px;">N/A, the proposed facility is unmanned &</div> <ul style="list-style-type: none"> ▪ Water Supply Yes: <input type="checkbox"/> No: <input type="checkbox"/> therefore does not require water or sewer 			
<div style="margin-left: 20px;">If Yes: <ul style="list-style-type: none"> ▸ Does approval exist to connect to water main? Yes: <input type="checkbox"/> No: <input type="checkbox"/> ▸ What is the total water capacity at time of application? _____ ▸ What is your anticipated average and maximum daily demand _____ </div>			
<ul style="list-style-type: none"> ▪ Storm Sewer Yes: <input type="checkbox"/> No: <input type="checkbox"/> N/A no increase in impermeable surface is proposed as the facility will be located on the roof of the existing building ▪ Electric Service Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> ▪ Gas Service Yes: <input checked="" type="checkbox"/> No: <input 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>N/A the facility will be located on</u>		What is the approximate depth to water table? <u>the roof of the existing building</u>	
Site slope categories:	15-25% <u>0</u> %	25-35% <u>0</u> %	>35% <u>0</u> %
Estimated quantity of excavation:	Cut (C.Y.) <u>0</u>	Fill (C.Y.) <u>0</u>	
Is Blasting Proposed	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Unknown: <input 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 _____ Right _____	
Is the site located within 500' of:			
• The boundary of an adjoining city, town or village		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
• The boundary of a state or county park, recreation area or road right-of-way		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/> Rte 6	
• 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: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Is the site located in a designated floodplain? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Will the project require coverage under the Current NYSDEC Stormwater Regulations <div style="text-align: right;">Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></div>			
Will the project require coverage under the Current NYCDEP Stormwater Regulations <div style="text-align: right;">Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></div>			
Does the site disturb more than 5,000 sq ft		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
Does the site disturb more than 1 acre		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
Does the site contain freshwater wetlands? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Jurisdiction: NYSDEC: <input type="checkbox"/> Town of Carmel: <input type="checkbox"/>			
<i>If present, the wetlands must be delineated in the field by a Wetland Professional, and survey located on the Site Plan.</i>			
Are encroachments in regulated wetlands or wetland buffers proposed?		Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	
Does this application require a referral to the Environmental Conservation Board?		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	
Does the site contain waterbodies, streams or watercourses? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Are any encroachments, crossings or alterations proposed? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Is the site located adjacent to New York City watershed lands? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Is the project funded, partially or in total, by grants or loans from a public source? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>			
Will municipal or private solid waste disposal be utilized? N/A the proposed facility is unmanned and therefore will not generate any waste requiring disposal Public: <input type="checkbox"/> Private: <input type="checkbox"/>			
Has this application been referred to the Fire Department? Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>			
What is the estimated time of construction for the project? Construction is to commence upon issuance of a building permit			
ZONING COMPLIANCE INFORMATION			
Zoning Provision	Required	Existing	Proposed
Lot Area			
Lot Coverage			
Lot Width			
Lot Depth			
Front Yard		SEE SITE PLAN SUBMITTED HEREWITH	
Side Yard			
Rear Yard			
Minimum Required Floor Area			
Floor Area Ratio			
Height			
Off-Street Parking			
Off-Street Loading			

TOWN OF CARMEL SITE PLAN APPLICATION

Will variances be required? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	If yes, identify variances:
PROPOSED BUILDING MATERIALS	
Foundation	N/A
Structural System	Steel
Roof	N/A
Exterior Walls	RE Transparent screening to match building
APPLICANTS ACKNOWLEDGEMENT	
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.	
New York SMSA Limited Partnership d/b/a Verizon Wireless Applicants Name	New York SMSA Limited Partnership d/b/a Verizon Wireless By:  Applicants Signature
Sworn before me this <u>11th</u> day of <u>May</u> 20 <u>16</u>	
 Notary Public	<div style="border: 1px solid black; padding: 5px; display: inline-block;">  <div style="margin-left: 10px;"> OFFICIAL SEAL ASHLEY LESKANIC Notary Public - New Jersey PASSAIC COUNTY My Commission Expires September 4, 2018 </div> </div>



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 checked="" type="checkbox"/> ✓	<input 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 checked="" type="checkbox"/> ✓	<input type="checkbox"/>
8	The location of all existing and proposed easements	<input checked="" type="checkbox"/> NA ✓	<input 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 checked="" type="checkbox"/> ✓	<input type="checkbox"/>
10	On site circulation systems, access, egress ways and service roads, emergency service access and traffic mitigation measures	<input checked="" type="checkbox"/> ✓	<input type="checkbox"/>
11	Sidewalks, paths and other means of pedestrian circulation	<input checked="" type="checkbox"/> ✓	<input 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"/> NA ✓	<input type="checkbox"/>
14	Proposed signage	<input checked="" type="checkbox"/> NA ✓	<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"/> NA	<input type="checkbox"/>

*Waiver requested



TOWN OF CARMEL
SITE PLAN COMPLETENESS
CERTIFICATION FORM



Requirement	Completed by the Applicant	Completed by the Professional
16 The location of clubhouses, swimming pools, open spaces, parks or other recreational areas, and identification of who is responsible for maintenance	<input checked="" type="checkbox"/> A ✓	<input 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"/> A ✓	<input type="checkbox"/>
18 The location of public and private utilities, maintenance responsibilities, trash and garbage areas	<input checked="" type="checkbox"/> X	<input 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"/> X ✓	<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"/> X ✓	<input type="checkbox"/>

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

I David Kleinpahl, P.E. 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]
Signature - Applicant

5/18/16
Date



Professionals Seal

See attached Letter of Authorization
Signature - Owner

Date

LETTER OF AUTHORIZATION

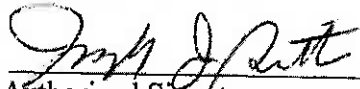
Municipality: Town of Carmel

APPLICATION FOR APPROVALS

BRIMAT REALTY LLC, the owner of the property located at 692 Route 6, Mahopac, New York (the "Property"), does hereby appoint New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), and its authorized representatives, as the owner's agent for the purpose of consummating any applications necessary to insure Verizon Wireless' ability to use the Property for the purpose of installing a communications facility on the Property, consisting of antennas and related equipment.

Assessor's Parcel Number: Section 76.30, Block 1, Lot 22

Signature of Property Owner:
BRIMAT REALTY LLC

By: 
Authorized Signatory


Name: Joseph J. Smith

Title: Managing Member

Authorized Agent:

New York SMSA Limited Partnership d/b/a Verizon Wireless

Sworn to and subscribed to before me on this
18th day of Dec., 2015.


Signature of Notary

JUDIE MacSHANE
Notary Public, State of New York
No. 01MA6000323
Qualified in Westchester County
Commission Expires 12-15-17



TOWN OF CARMEL
SITE PLAN COMPLETENESS
CERTIFICATION FORM



Town Certification (to be completed by the Town)

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

Rose Tronchetti
Signature - Planning Board Secretary

6/2/16
Date

[Signature]
Signature - Town Engineer

6/4/16
Date

Short Environmental Assessment Form

Part 1 - Project Information

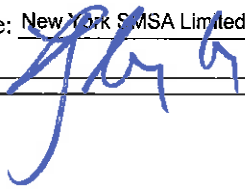
Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

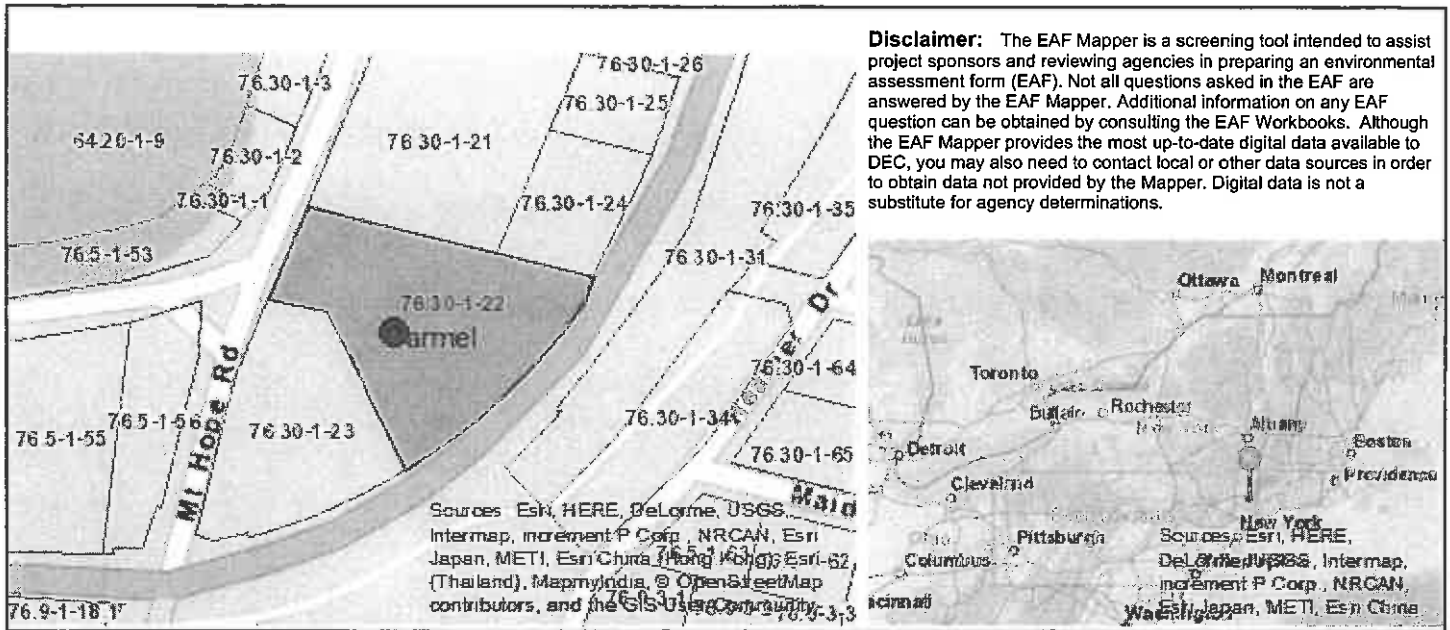
Part 1 - Project and Sponsor Information							
Name of Action or Project: Verizon Wireless Public Utility Wireless Communications Facility							
Project Location (describe, and attach a location map): 692 Route 6, Mahopac (Town of Carmel)							
Brief Description of Proposed Action: Installation of a public utility wireless communications facility on the roof of an existing building consisting of antennas and related equipment concealed within stealth enclosures.							
Name of Applicant or Sponsor: New York SMSA Limited Partnership d/b/a Verizon Wireless c/o Snyder & Snyder LLP		Telephone: 914-333-0700 E-Mail: lsnyder@snyderlaw.net					
Address: 94 White Plains Rd.,							
City/PO: Tarrytown		State: NY	Zip Code: 10591				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Building Permit			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? 1.4 acres b. Total acreage to be physically disturbed? 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.4 acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Action is unmanned facility which does not require public, private or potable water services	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Action is unmanned facility which does not produce effluence or waste	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area? <small>*See EAF Mapper Summary Report attached hereto</small>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? <small>*See EAF Mapper Summary Report attached hereto</small>	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ <input type="checkbox"/> NO <input type="checkbox"/> YES	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ See EAF Mapper Summary Report attached hereto _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>New York SMSA Limited Partnership d/b/a Verizon Wireless</u> Date: <u>5/23/2016</u>		
Signature: <u></u> , as attorney		

EAF Mapper Summary Report

Thursday, May 19, 2016 4:05 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes *Predetermined response by DEC's EAF Mapper application. Kindly note that the installation is on the roof of the existing building, so no ground disturbance is proposed.
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes *Predetermined response by DEC's EAF Mapper application. The installation is on the roof of the existing building, and will have no effect on endangered species. Please see the attached NYS Environmental Resource Mapper and NY Nature Explorer County Results Report, indicating that while Putnam County is mapped as hosting rare plants/animals, so as to trigger the DEC Mapper application to populate EAF Q. 15 as 'yes', the only identified threatened/endangered species that could exist at the site is the Northern Long-eared Bat, which DEC notes was last seen in the County in 2009.
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes *Predetermined response by NYS DEC's EAF Mapper Application. The installation is on the roof the existing building and will have no effect on any hazardous waste sites. The following sites are listed on the NYS Environmental Site Remediation Database: Carmel Town Landfill (State Superfund Program), Putnam Co. Land Fill (State Superfund Program), Mahopac Business Dist. (State Superfund Program).

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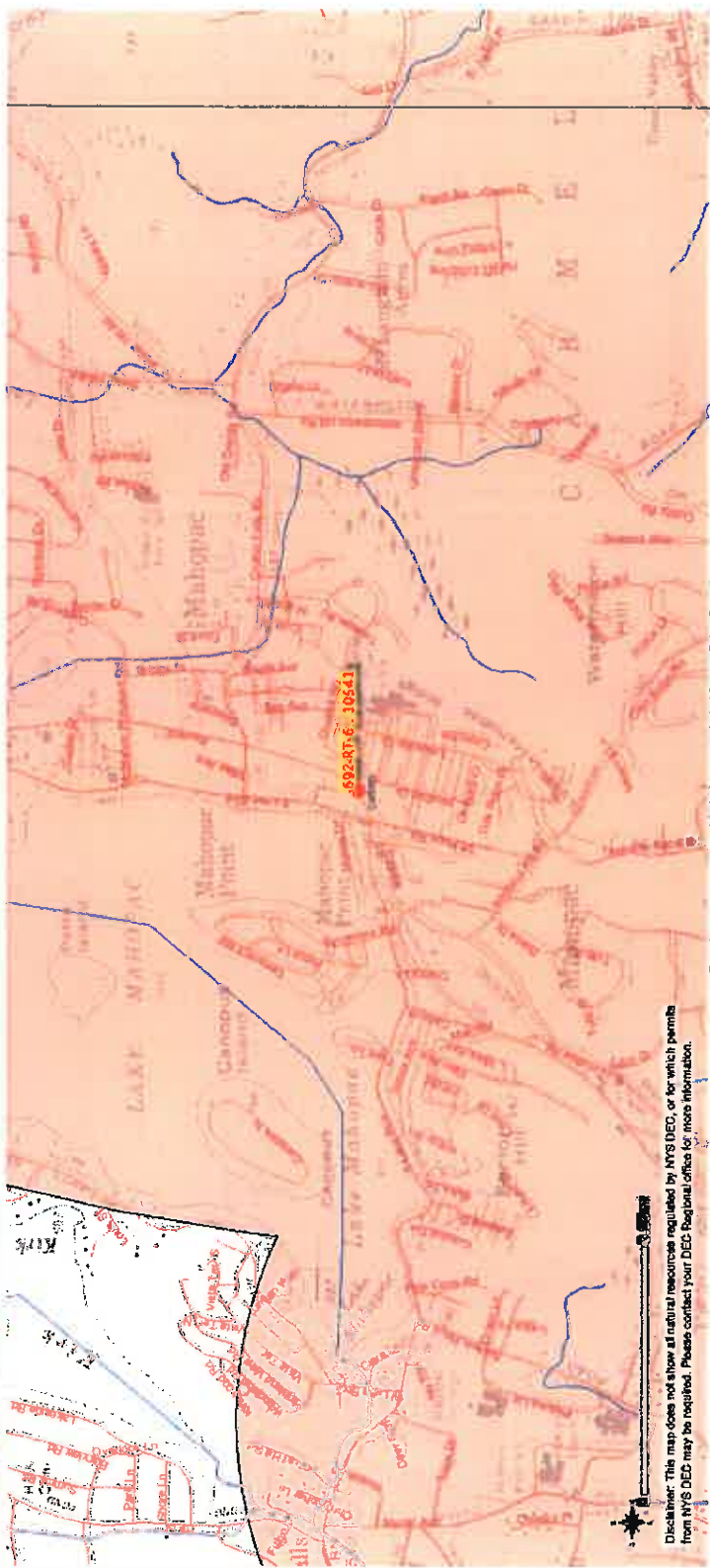
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☐ Classified Water Bodies
☐ State-Regulated Freshwater Wetlands
☒ Wetland Checkpoints
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☒ Natural Communities Vicinity
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☐ Counties

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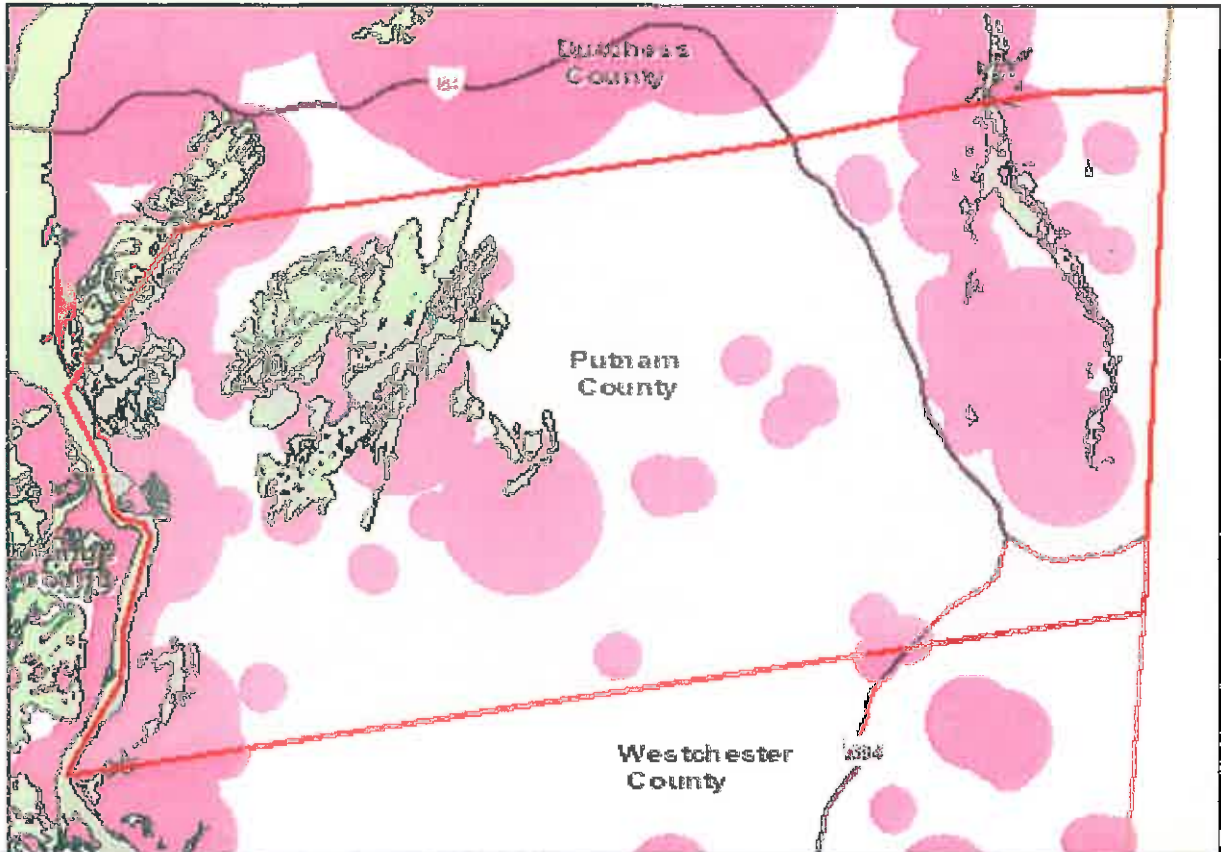
To print a map, enter a site name and click "Create Print Page"

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New York Nature Explorer

County Results Report

Criteria: County: Putnam; State Protection Status: Endangered, Threatened; Federal Protection Status: Endangered, Threatened



Common Name	Subgroup	Distribution Status	Year Last Documented	Protection Status State	Protection Status Federal	Conservation Rank State	Conservation Rank Global
County: Putnam							

Animal: Mammals

Northern Long-eared Bat	Bats	Recently Confirmed	2009	Threatened	Threatened	S3S4	G1G3
<i>Myotis septentrionalis</i>							

Animal: Reptiles

Bog Turtle	Turtles	Recently Confirmed	2013	Endangered	Threatened	S2	G3
<i>Glyptemys muhlenbergii</i>							

Animal: Fish

Shortnose Sturgeon	Sturgeons and Paddlefish	Recently Confirmed	2013	Endangered	Endangered	S1	G3
<i>Acipenser brevirostrum</i>							

PLANNING BOARD
TOWN OF CARMEL

-----X

In the matter of the Application of

**NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS**

Premises: 692 Route 6
Carmel, New York
Section 76.30, Block 1, Lot 22

-----X

**MEMORANDUM IN SUPPORT OF APPLICATION
BY NEW YORK SMSA LIMITED PARTNERSHIP d/b/a
VERIZON WIRELESS TO INSTALL A PUBLIC UTILITY
WIRELESS COMMUNICATIONS FACILITY**

I. Introduction

New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") respectfully submits this memorandum in support of its application to co-locate a public utility wireless communication facility ("Facility") on the roof of the building ("Building") located at 692 Route 6, Carmel, New York ("Property"). The proposed Facility consists of four panel antennas and related equipment concealed within stealth enclosures on the Building rooftop. A detailed site plan ("Site Plan"), prepared by On Air Engineering, LLC ("OnAir") depicting Verizon Wireless' Facility is submitted herewith.

Verizon Wireless seeks site plan approval for the Facility pursuant to Section 156-61 of the Town of Carmel Zoning Ordinance ("Zoning Code").

The Property is known as Section 76.30, Block 1, Lot 22 on the Town of Carmel ("Town") Tax Map and is located in the C (Commercial) Zoning District. The proposed Facility will enhance wireless communication services to the area surrounding the Property.

II. Public Utility Status

Verizon Wireless is licensed by the Federal Communications Commission ("FCC"), and is a wireless communication public utility in the State of New York, providing an essential public service. See Cellular One v. Rosenberg, 82 NY2d 364 (1993) (hereinafter referred to as "Rosenberg"); Cellular One v. Meyer, 607 NYS 2d 81 (2nd Dept. 1994); Sprint Spectrum L.P. v. Town of West Seneca, 659 NYS2d 687 (Sup. Ct. Erie County, 1997); Sprint Spectrum L.P. v. Zoning Board of Appeals of the Town of Guilderland, 662 NYS2d 717 (Sup. Ct. Albany County, 1997). In Rosenberg, the Court of Appeals, New York's highest court, held that federally licensed wireless carriers are public utilities in the State of New York, and provide an essential public service. The court found that public utilities, such as Verizon Wireless, are entitled to a relaxed standard in zoning decisions, since the proposed use is necessary for it to render safe and adequate service.

Verizon Wireless' status as a public utility is underscored by the fact that its services are an important part of the national telecommunications infrastructure and will be offered to all persons that require advanced digital wireless communications services, including local businesses, public safety entities, and the general public.

The instant application is filed in furtherance of the goals and objectives established by Congress under the federal Telecommunications Act of 1996. The federal Telecommunications Act of 1996 is "an unusually important legislative enactment," establishing national public policy in favor of encouraging "rapid deployment of new telecommunications technologies (emphasis supplied)." Reno v. ACLU, 521 U.S. 844, 857, 117 S.Ct. 2329, 2337-38 (1997). The federal Telecommunications Act of 1996 builds upon the regulatory framework for commercial mobile [radio] services which Congress established in 1993. Indeed, since 1993, it has been the policy of the United States to "foster the growth and development of *mobile services* that, by their nature, operate without regard to state lines as an integral part of the national telecommunications infrastructure." H.R. Rep. No. 103-111, 103d Cong., 1st Sess. 260 (1993) (emphasis added). As such, Verizon Wireless is licensed to provide wireless communications service to subscribers throughout New York, including the Town.

In 1999, Congress expanded further upon this policy by enacting the Wireless Communications and Public Safety Act of 1999, Pub.L. 106-81, 113 Stat. 1286 (the "911 Act"). The "911 Act," empowered the FCC to develop regulations to make wireless 911 services available to all Americans. The express purpose of the Act, as articulated by Congress, was "*to encourage and facilitate the prompt deployment throughout the United States of seamless, ubiquitous, and reliable end-to-end infrastructure for communications, including wireless communications, to meet the Nation's public safety and other communications needs.*" (emphasis added).

Please note that, on November 18, 2009, the FCC issued a Declaratory Ruling regarding timely review of applications for siting of wireless facilities, WT Docket NO. 08-165 (the “Shot Clock Order”).¹ The Shot Clock Order finds that a “reasonable period of time” for a local government to act on this type of application, a collocation application, is presumptively 90 days.² According to the Shot Clock Order, if the Town fails to act within such reasonable period of time, the applicant may commence an action in court for “failure to act” under Section 332(c)(7)(B)(v) of the Federal Communications Act. Zoning Code Sections 156-61(E)(1) and (F) are consistent with the Shot Clock Order, requiring a public hearing to be held within 45 days of submission of a complete application, and a decision within 45 days of the date of the public hearing.

III. The Proposed Public Utility Wireless Communications Facility Meets the Standards for Site Plan Approval

In reviewing Verizon Wireless’ request for site plan approval in accordance with Zoning Code Sections 156-37, 156-61, and Section 274-a of New York State Town Law, the following factors are offered for consideration in accordance with:

A. Operation of the Facility: The Facility will be constructed, operated and maintained so as not to endanger the public or surrounding property. The nature of the operations in connection with the proposal will not be objectionable to nearby properties since the Facility will not produce any smoke, gas, heat, fumes or vibrations. Moreover, the Facility will be unmanned and will not require water supply or waste disposal. No commercial or retail signage is proposed.

With respect to health and safety, the Facility will be in compliance with all applicable FCC standards with respect to radio-frequency level. See Antenna Site FCC RF Compliance Report, prepared by Pinnacle Telecom Group, attached hereto as Exhibit “1” (“FCC Compliance Report”). The FCC Compliance Report establishes that “the antenna operations will be in compliance with the FCC regulations and limit concerning potential RF exposure.”

Moreover, by granting site plan approval for the Facility, this Honorable Board will enable Verizon Wireless to enhance its wireless communication services to the surrounding area. Indeed, the Facility will have no adverse impact to the surrounding area since the Facility utilizes an existing building, thus not requiring the construction of a new structure or tower to support Verizon Wireless’ Facility.

B. Conformity to Applicable Laws: The Facility will comply with all applicable codes, laws and ordinances.

¹ A copy of the Rule is available at http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-09-99A1.pdf.

² Rule, ¶71.

C. Parking and Access. The proposal will have no impact on pedestrian or vehicular traffic since the Facility is unmanned, requiring infrequent maintenance visits of approximately once per month. As shown on sheet C-1 of the Site Plan, there is sufficient parking at the Property to allow for two parking spaces for such maintenance visits, as required by Section 156-37(D). The Facility will be located on the rooftop of the existing Building, so that it will have no impact on the flow of traffic surrounding the Property. Therefore, there will be no traffic hazards or nuisances created by the Facility.

D. Design/Screening: The Facility has been strategically designed to conceal it from view and be consistent with the other mechanical equipment on the roof of the Building. The antennas are proposed to be concealed within the stealth enclosures on the roof of the Building to screen the Facility from surrounding uses in accordance with the requirements of Section 156-61(B)(17). Because the Facility is located on the roof of the existing Building, it is respectfully submitted that Section 156-37(C)'s requirement to provide additional landscaping is not applicable, and a waiver is requested therefrom. See Visual Analysis Report, prepared by DMS Consulting Services, Inc., attached hereto as Exhibit "2", concluding that "Verizon Wireless' Facility will be screened by stealth enclosures designed to match the existing building, and therefore will not have a significant adverse visual impact to the surrounding area."

F. Signage: No commercial or retail signs are proposed in connection with the Facility.

G. Lighting: No lighting is proposed in connection with the Facility.

H. Environmental Concerns: The Facility will not produce any smoke, gas, odor, heat, dust, noise above ambient levels, fumes, or vibrations. In addition, the Facility will be unmanned, and will not generate solid waste, waste water or sewage, nor require water supply or waste disposal. The Facility will not have an impact on watercourses nor will it cause soil erosion, due to the proposed gravel surface. Therefore, the Facility will not have an adverse environmental impact.

Where the board is considering an application by a public utility such as in the instant application, there is a relaxed standard for zoning approvals, including site plan applications. Indeed, in Rosenberg, supra, the Court found that "where the intrusion or burden on the community is minimal, the showing required by the utility shall be correspondingly reduced." Id. at 372.

Based upon the foregoing, it is respectfully submitted that Verizon Wireless has met the requirements for site plan approval for the Facility pursuant to Section 156-61 of the Zoning Code.

Conclusion

By granting Verizon Wireless' request for site plan approval of the Facility, the Planning Board will permit Verizon Wireless to enhance its wireless services to the area. Any potential impact on the community created by Verizon Wireless' Facility will be minimal and of no significant adverse effect.

WHEREFORE, for all of the foregoing reasons, Verizon Wireless respectfully prays that this Honorable Board issue a negative declaration under the State Environmental Quality Review Act,³ and grant site plan approval for the Facility.

Dated: May 27, 2016
Tarrytown, New York

Respectfully submitted,
Leslie J. Snyder, Esq.
SNYDER & SNYDER, LLP
94 White Plains Road
Tarrytown, NY 10591

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³ It is Verizon Wireless' position that the Facility is a Type II proposal pursuant to 6 NYCRR Part 617.5(c) (7) since it involves construction of a non-residential structure involving less than 4000 square feet. Under SEQRA, a Type II action is deemed not to have a significant impact on the environment and otherwise precluded from environmental review, and hence no SEQRA determination is required in this instance.

EXHIBIT 1
FCC COMPLIANCE REPORT



PINNACLE TELECOM GROUP
Professional and Technical Services

**ANTENNA SITE FCC COMPLIANCE
ASSESSMENT AND REPORT**

**NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS**

**"MAHOPAC 6 SC" SITE
692 ROUTE 6
MAHOPAC, NY**

MAY 17, 2016

14 RIDGEDALE AVENUE - SUITE 260 • CEDAR KNOLLS, NJ 07927 • 973-451-1630

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COMPLIANCE CONCLUSION	13
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Appendix A. BACKGROUND ON THE FCC MPE LIMIT

INTRODUCTION AND SUMMARY

At the request of New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), Pinnacle Telecom Group (PTG) has performed an independent expert assessment of radiofrequency (RF) levels and related FCC compliance for a proposed "small cell" wireless base station antenna operation on the roof of a building at 692 Route 6 in Mahopac, NY. Verizon Wireless refers to the site as "Mahopac 6 SC" and the operation involves directional panel antennas and transmission in the 746 MHz and 2100 MHz frequency bands licensed to Verizon Wireless by the FCC.

The FCC requires wireless system operators to perform an assessment of potential human exposure to radiofrequency (RF) fields emanating from all the transmitting antennas at a site whenever antenna operations are added or modified, and to ensure compliance with the Maximum Permissible Exposure (MPE) limit in the FCC regulations. In this case, there are no other existing antenna operations at the site to include in the compliance assessment. Note that FCC regulations require any future antenna collocators to assess and assure continuing compliance based on the cumulative effects of all then-proposed and then-existing antennas at the site.

This report describes mathematical analyses of RF levels associated with the antennas. The analyses both at street level and on the roof employ standard FCC mathematical models for calculating the effects of the antennas in a very conservative manner, in order to overstate the RF levels and to ensure "safe-side" conclusions regarding compliance with the FCC limit for safe continuous exposure of the general public.

The results of a compliance assessment can be explained in layman's terms by describing the calculated RF levels as simple percentages of the FCC MPE limit. If the reference for that limit is 100 percent, then calculated RF levels higher than 100 percent indicate the MPE limit is exceeded, while calculated RF levels consistently lower than 100 percent serve as a clear and sufficient demonstration of compliance with the MPE limit. We can also describe the overall worst-case calculated result via the "plain-English" equivalent "times-below-the-limit factor".

The results of the FCC RF compliance assessment in this case are as follows:

- At street level around the site and at any distance from the site, the conservatively calculated maximum RF level from the proposed antenna operations is 0.8767 percent (i.e., less than 9/10ths of one percent) of the FCC general population MPE limit. In other words, even with the significant degree of conservatism incorporated in the analysis, the worst-case calculated RF level is still more than 110 times below the FCC limit established as safe for continuous human exposure to the RF emissions from antennas.
- A conservative analysis indicates that the RF levels potentially exceed the FCC general population MPE limit in front of each of the Verizon Wireless antenna sectors. Therefore, and consistent with the Verizon Wireless policy and FCC guidelines on rooftop compliance, Verizon Wireless will install standard RF alert signage at each antenna sector, as well as the rooftop access points.
- The results of the calculations, along with the proposed mitigation, combine to satisfy the FCC requirements and associated guidelines on RF compliance. Moreover, because of the significant conservatism incorporated in the analysis, RF levels actually caused by the antennas will be lower than these calculations indicate.

The remainder of this report provides the following:

- relevant technical data on the Verizon Wireless antenna operation;
- a description of the applicable FCC mathematical models for assessing MPE compliance, and application of the relevant technical data to those models; and
- the results of the analysis, and the compliance conclusion for the site.

In addition, Appendix A provides background on the FCC MPE limit and a list of key FCC references on RF compliance.

ANTENNA AND TRANSMISSION DATA

The table that follows provides the key compliance-related data for the proposed Verizon Wireless antenna operation.

General Data	
Frequency Bands	746 MHz, 1900 MHz and 2100 MHz
Service Coverage Type	Sectorized
Antenna Type	Directional Panel
Antenna Centerline Height AGL	32 ft. 11 in.
Antenna Line Loss	Conservatively ignored (assumed 0 dB)
746 MHz Antenna Data	
Antenna Model (Max. Gain)	JMA Wireless X7CAP-FRO-440-V (16.3 dBi)
RF Channels per Sector	2 @ 5 watts
2100 MHz Antenna Data	
Antenna Model (Max. Gain)	JMA Wireless X7CAP-FRO-440-V (18.4 dBi)
RF Channels per Sector	2 @ 5 watts

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 compliance analysis.

Figures 1 and 2 that follow show the vertical-plane patterns of the proposed Verizon Wireless antenna model in each frequency band. In this type of antenna pattern diagram, the antenna is effectively pointed at the three o’clock position (the horizon) and the relative strength of the pattern at different angles is described using decibel units. The use of a decibel scale to describe the relative pattern at different angles actually serves to visually understate the actual focusing effects of the antenna. Where the antenna pattern reads 20 dB the relative RF energy emitted at the corresponding downward angle is 1/100th of the maximum that occurs in the main beam (at 0 degrees); at 30 dB, the energy is 1/1000th 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.

Fig. 1. JMA Wireless X7C-FRO-440-V Antenna – 700 MHz Vertical-plane Pattern

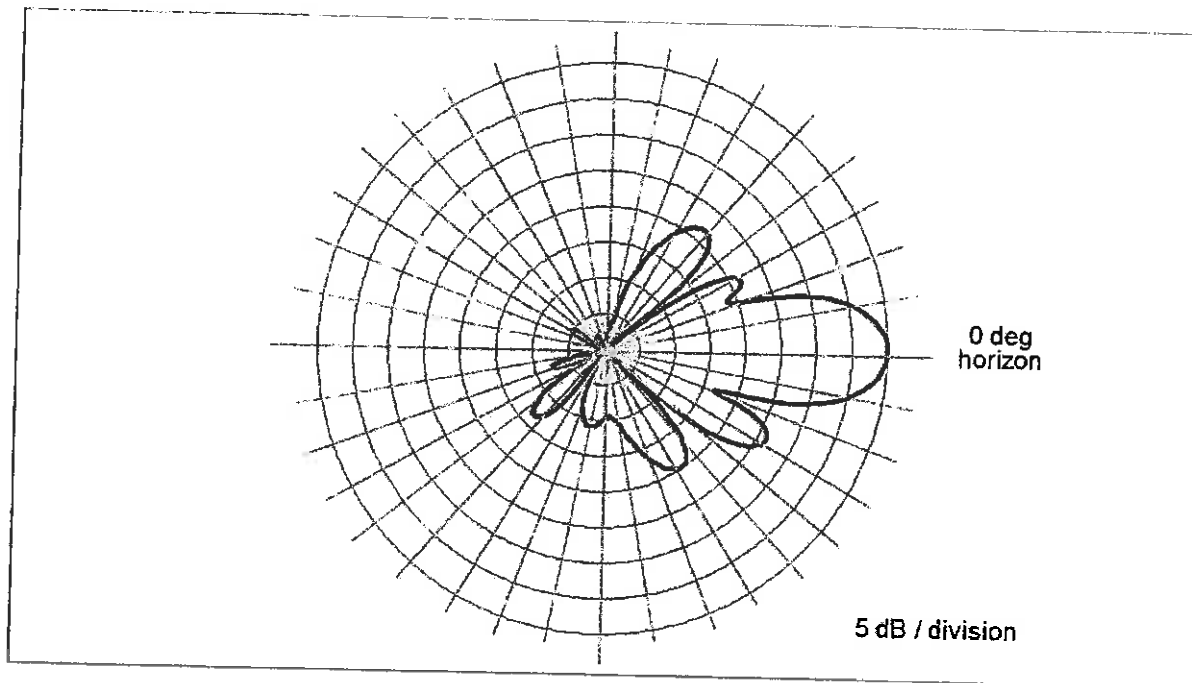
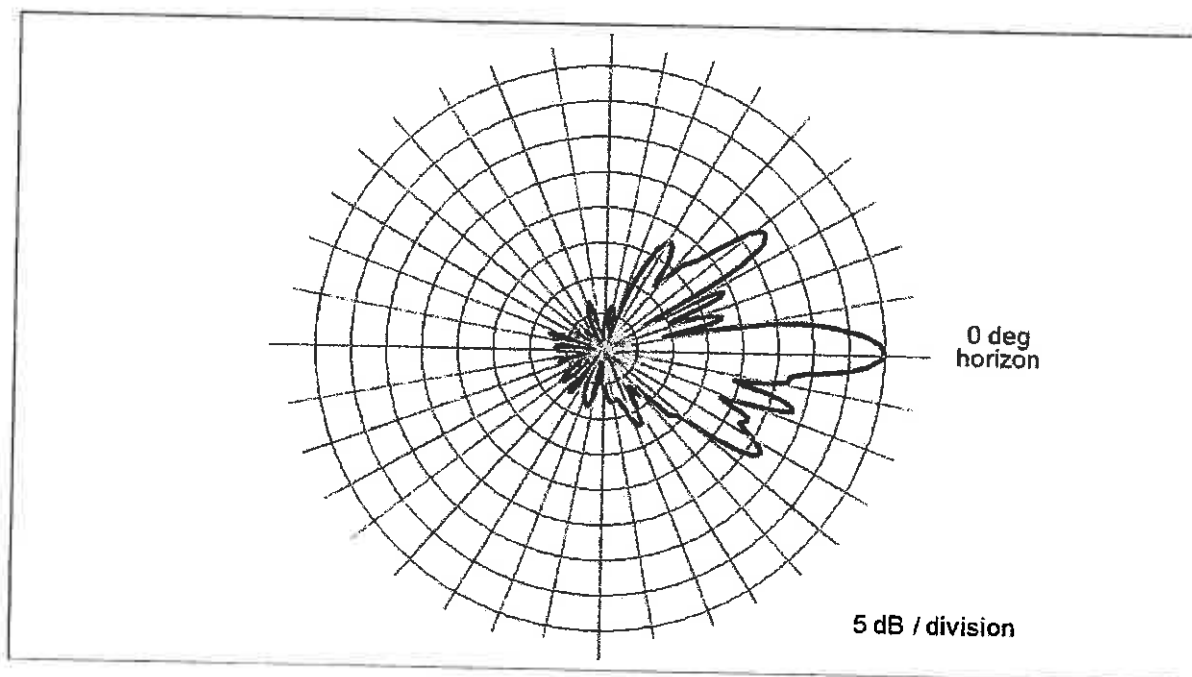


Fig. 2. JMA Wireless X7C-FRO-440-V Antenna – 2100 MHz Vertical-plane Pattern



Compliance Analysis

FCC Office of Engineering and Technology Bulletin 65 ("OET Bulletin 65") provides guidelines for mathematical models to calculate the RF levels at various points around transmitting antennas. Different models apply in different areas around antennas, with one model applying to street level around a site, and another applying to the rooftop near the antennas. We will address each area of interest in turn in the subsections that follow.

Street Level Analysis

At street-level around an antenna site (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 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 ground. Our calculations will assume a 100% "perfect" reflection, the worst-case approach.

The formula for street-level RF compliance calculations for 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 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 downward direction of interest; data on the antenna vertical-plane pattern is taken from manufacturer specifications

- 4 = factor to account for a 100-percent-efficient ground reflection, 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 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 3, below.

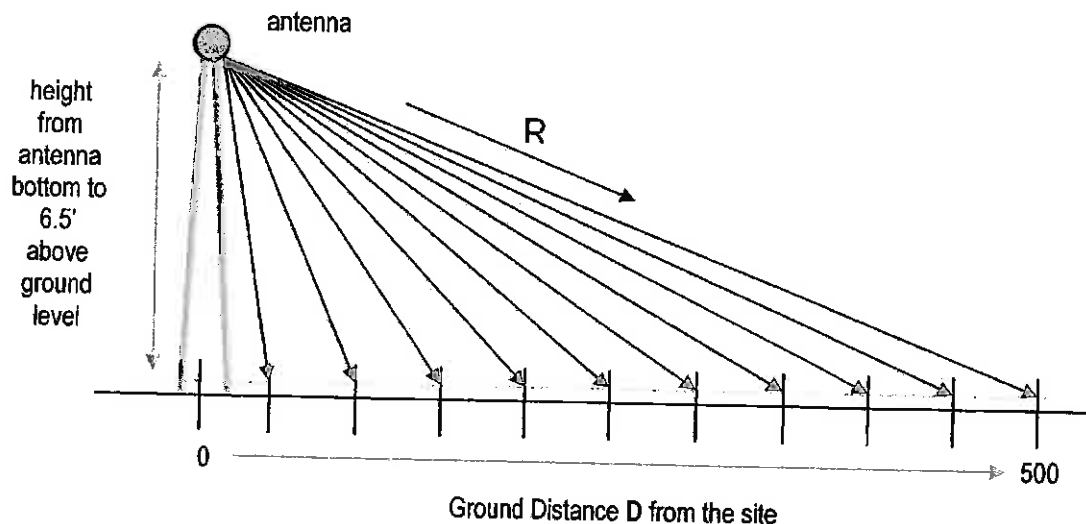


Figure 3. Street-level MPE% Calculation Geometry

It is popularly understood 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, and are well understood to be in compliance.

Street-level FCC compliance for a multiple-band antenna operation is assessed in the following manner. At each distance point along the ground, an MPE% calculation is made for the RF effect in each frequency band, and the sum of the individual MPE% contributions at each point is compared to 100 percent, which serves as the normalized reference for the FCC MPE limit. We refer to the sum of the individual MPE% contributions as "total MPE%", and any calculated MPE% total MPE% result exceeding 100 percent is, by definition, higher than the FCC limit and represents non-compliance and a need to mitigate the RF levels. If, on the other hand, all results are below 100 percent, that set of results serves as a demonstration of compliance with the MPE limit.

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

1. The antenna is assumed to be operating continuously at maximum power, and we are conservatively ignoring the power-attenuation effects associated with the antenna cabling.
2. The power-attenuation effects of shadowing or other obstructions to the line-of-sight path from the antenna to the point of interest 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 each operator's lowest-mounted antenna, as applicable.
4. The potential RF exposure at street level is assumed to be 100-percent enhanced (increased) via a "perfect" field reflection from the intervening ground.

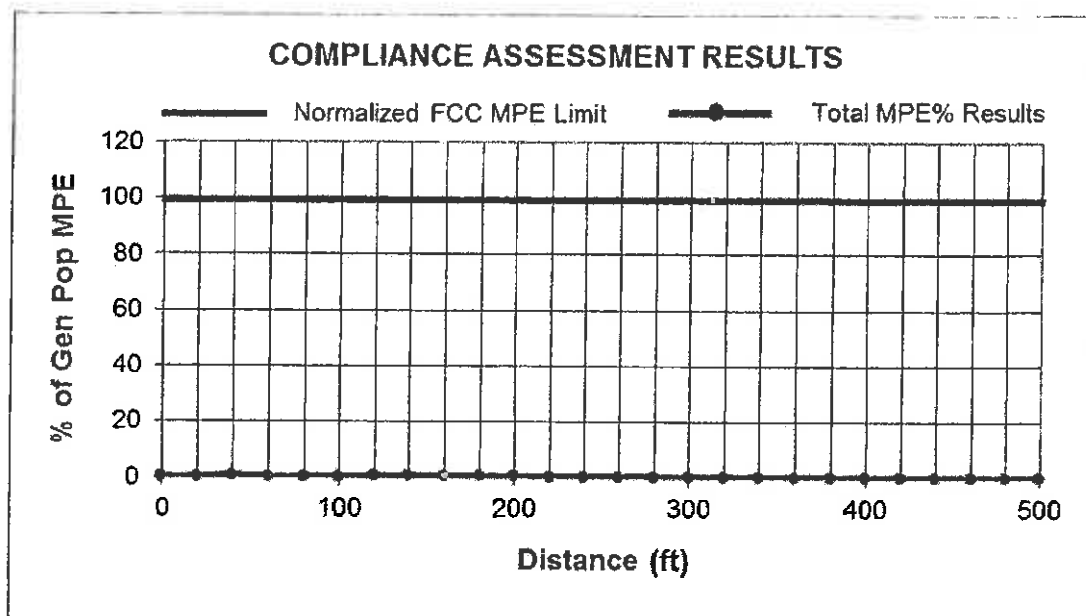
The net result of these assumptions is to significantly overstate the calculated RF exposure levels relative to the levels that will actually occur – and the purpose of this conservatism is to allow very "safe-side" conclusions about compliance.

The table that follows provides the results of the street-level MPE% calculations for each frequency band, along with the total MPE% results, with the overall worst-case result highlighted in bold in the last column.

Ground Dist (ft)	Verizon 700 MHz MPE%	Verizon 2100 MHz MPE%	Total MPE%
0	0.0476	0.0064	0.0540
20	0.2057	0.0151	0.2208
40	0.4350	0.4417	0.8767
60	0.1140	0.0411	0.1550
80	0.1215	0.2095	0.3310
100	0.3500	0.0214	0.3714
120	0.4712	0.0288	0.5000
140	0.5545	0.0525	0.6070
160	0.5259	0.0405	0.5664
180	0.4905	0.0353	0.5257
200	0.4577	0.0454	0.5031
220	0.3792	0.0376	0.4169
240	0.3582	0.0647	0.4229
260	0.3057	0.0552	0.3609
280	0.2894	0.0929	0.3823
300	0.2523	0.0810	0.3333
320	0.2219	0.0713	0.2932
340	0.1967	0.0632	0.2599
360	0.1881	0.0914	0.2796
380	0.1689	0.0821	0.2510
400	0.1525	0.0741	0.2266
420	0.1384	0.0673	0.2056
440	0.1261	0.0613	0.1874
460	0.1154	0.0561	0.1715
480	0.1136	0.0711	0.1847
500	0.1047	0.0656	0.1703

As indicated, even with the significant degree of conservatism built into the calculations, the maximum calculated RF level is 0.8767 percent of the FCC MPE limit – obviously well below the 100-percent reference for compliance.

A graph of the overall calculation results, provided on the next page, probably provides a clearer visual illustration of the relative compliance of the calculated RF levels. The line representing the overall calculation results barely visibly rises above the graph's baseline, and shows an obviously clear, consistent margin to the FCC MPE limit.



Rooftop Analysis

The rooftop compliance analysis for the rooftop is performed using the Richard Tell Associates *RoofView* program, which is based on the near-field models in FCC Bulletin OET65 and which is considered an industry standard, and is accepted by the FCC for rooftop compliance analyses.

RF levels in the near field of an antenna depend on the power input to the antenna, the antenna's length and horizontal beamwidth, the mounting height of the antenna above nearby roof, and one's position and distance from the antenna. RF levels in front of a directional antenna are higher than they are to the sides or rear, and in any given horizontal direction are inversely proportional to the straight-line distance to the antenna.

The *RoofView* program's primary output is a color-coded depiction of the calculated RF levels in the vicinity of antennas. The color-coding scheme uses green for areas found to be subject to RF levels satisfying the FCC general

population MPE limit, red for areas where the FCC occupational limit is exceeded, and yellow for RF levels between those extremes. Note that in a grayscale printout, green appears as medium gray, yellow is a lighter gray, and red is a dark gray.

The *RoofView* graphic outputs for each of the Verizon Wireless antenna sectors are reproduced below.



Verizon Wireless Alpha sector



Verizon Wireless Beta sector

As indicated by the color coding on the rooftop, the calculated RF levels potentially exceed the FCC general population MPE limit in front of each antenna sector. Therefore, and consistent with the Verizon Wireless policy and FCC guidelines on rooftop compliance, Verizon Wireless will install standard RF alert signage at the antenna sectors, as well as the rooftop access point.

Compliance Conclusion

The street-level analysis in this case shows a maximum RF level of 0.8767 percent of the applicable FCC general population MPE limit.

The rooftop analysis shows that the calculated RF levels potentially exceed the FCC general population MPE limit at each of the Verizon Wireless antenna sectors. Therefore, and consistent with the Verizon Wireless policy and FCC guidelines on rooftop compliance, Verizon Wireless will install standard RF alert signage at each antenna sector, as well as the rooftop access points.

The results of the calculations, along with the described RF mitigation, combine to satisfy the FCC's RF compliance requirements and associated guidelines.

Moreover, because of the conservative calculation methodology and operational assumptions we applied in the analysis, RF levels actually caused by the antennas will be even less significant than the calculation results here indicate.

CERTIFICATION

The undersigned certify as follows:


1. To the best of our knowledge, the statements and information disclosed in this report are true, complete and accurate.
2. The analysis of site RF compliance provided herein is consistent with the applicable FCC regulations, additional guidelines issued by the FCC, and industry practice.
3. The results of the analysis indicate that the subject antenna operations will be in compliance with the FCC regulations and limit concerning potential RF exposure.



Daniel J. Collins
Chief Technical Officer

5/17/16

Date



Terrence R. Lulay
Professional Engineer

5/17/16

Date



Appendix A. Background on the FCC MPE Limit

FCC Rules and Regulations

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.

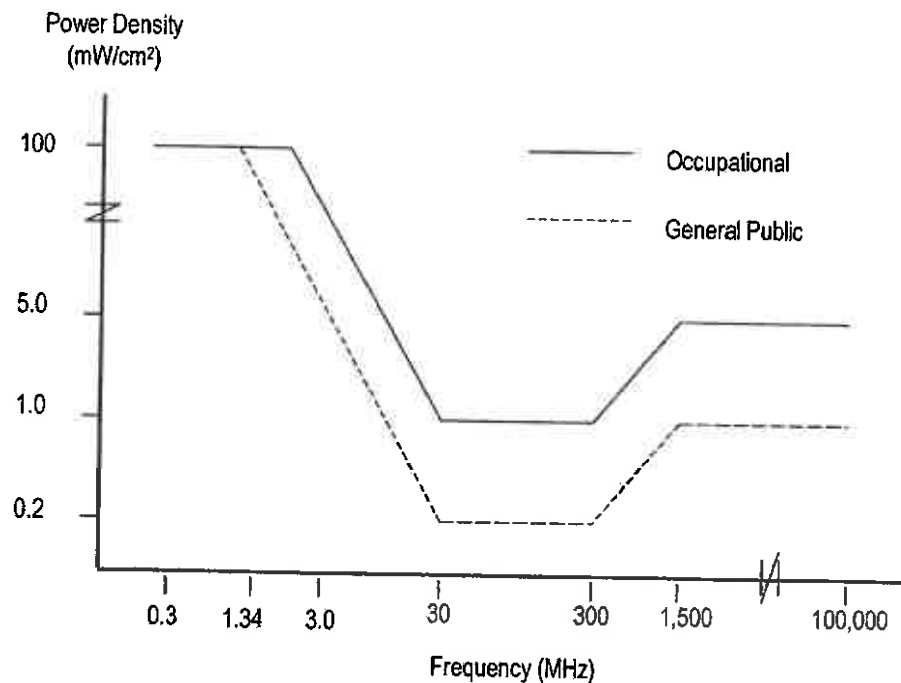
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in 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/cm²). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm² reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm ²)	General Public Exposure (mW/cm ²)
0.3 - 1.34	100	100
1.34 - 3.0	100	$180 / F^2$
3.0 - 30	$900 / F^2$	$180 / F^2$
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 MPE 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" certain types of antenna facilities from the routine requirement to specifically (i.e., mathematically) demonstrate compliance with the MPE limit. Among those types of facilities are cellular antennas mounted on any type of tower, when the bottoms of the antennas are more than 10 meters (c. 32.8 feet) above ground. The basis for the categorical exclusion, according to the FCC, is the understanding that because of the low power and the directionality of the antennas, such facilities – individually and collectively – are well understood to have no significant effect on the human environment. As a result, the FCC automatically deems such facilities to be in compliance.

FCC References on 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.

EXHIBIT 2

VISUAL ANALYSIS

VISUAL ANALYSIS

FOR A

PROPOSED WIRELESS COMMUNICATIONS FACILITY

AT

**692 Route 6
Mahopac, New York 10541
Town of Carmel
Putnam County**

**Prepared for:
New York SMSA Limited Partnership
d/b/a Verizon Wireless
4 Centerock Road
West Nyack, NY 10994**

**Prepared by:
DMS Consulting Services, Inc.
65 Ramapo Valley Road
Mahwah, New Jersey 07430**

April 8, 2016

DMS CONSULTING SERVICES, INC.



DMS Consulting Services, Inc. (DMS Consulting), was retained to prepare a Visual Analysis of the proposed Verizon Wireless Facility at 692 Route 6, Mahopac, NY ("Subject Property") within a real-time setting.

A site visit was conducted by DMS Consulting on March 1, 2016, between 11:00 AM to 1:00 PM to obtain photos of the Subject Property and to create Photo Renderings¹ of the primary components of the proposed Facility from an observer's prospective.

The components of the proposed Facility on the roof of the building at the Subject Property are based on the drawings prepared and provided by On Air Engineering. The proposed rooftop design employs mitigation measures. Each of the two (2) sectors are color matched to the façade of the building upon which they are located.

Three (3) views are provided in a Before and After presentation illustrating the primary components of the proposed Facility from the immediate area along Route 6. The approximate distances from which the views were taken to the Subject Property were measured using Google Earth.

<u>Viewpoint</u>	<u>Distance</u>
View 1: View from the Putman Trail at the SE Corner of the intersection of Route 6 and Mt. Hope Road, looking Northeast. (50 mm focal length)	±282 feet
View 2: View across from 704 Route 6, looking West. (35mm focal length)	±279 feet
View 3: View from the Park & Ride on Route 6, looking East-Northeast. (50mm focal length)	±462 feet

The photographs were taken with a Nikon D90 Camera set on autofocus. The model reflects equipment prepared in a 3D modeling program, which builds the component to scale based on the technical drawings provided.

The existing structure is assigned the technical specifications setting up the model files for import. File images are imported into the 3D render program at full resolution and the scene is set to match the cameras focal length and distance. Scaling of the model is done at this stage. HDRI lighting (high dynamic range imaging) is used to match lighting and applied to the model. Secondary lights provide natural shadows. The final rendering is imported into Adobe Photoshop illustrating the final image.

Conclusion

Simulated views of the Subject Property are consistent with views of the surrounding area. Verizon Wireless' Facility will be screened by stealth enclosures designed to match the existing building, and therefore will not have a significant adverse visual impact to the surrounding area.

¹ Renderings provide a visualization of the primary components and should not be considered as-built or final design.



The Subject Property fronts the north side of Route 6. Photos of the surrounding parcels along Route 6 are provided below.




Streetscape: Existing conditions from Subject Property looking West - Southwest on Route 6



Streetscape: Existing conditions from Subject Property looking East- Southeast on Route 6



Viewpoint: 

Key Map

Site Location: 

Site Number

N

Project Address:

Mahopac 6_SC

692 Route 6
Mahopac, NY 10541



DMS CONSULTING SERVICES, INC.
65 Ramapo Valley Road
Mahwah, NJ 07430



1. View from the Putman Trail at the SE Corner of the intersection of Route 6 and Mt. Hope Road, looking Northeast.

Site Number:

MAHOPAC 6_SC



Project Address:

692 Route 6
Mahopac, NY 10541



CONSULTING SERVICES, INC.
65 Ramapo Valley Road
Mahwah, NJ 07430



1a. Proposed view from the Putman Trail at the SE Corner of the intersection of Route 6 and Mt. Hope Road, looking Northeast.

Site Number:

MAHOPAC 6_SC



Project Address:

692 Route 6
Mahopac, NY 10541



CONSULTING SERVICES, INC.
65 Ramapo Valley Road
Mahwah, NJ 07430



View 2. View across from 704 Route 6, looking West.

Site Number:

MAHOPAC 6_SC



Project Address:



692 Route 6
Mahopac, NY 10541



CONSULTING SERVICES, INC.
65 Ramapo Valley Road
Mahwah, NJ 07430



View 2a. Proposed view across from 704 Route 6, looking West.

Site Number:		Project Address:	 CONSULTING SERVICES, INC. 65 Ramapo Valley Road Mahwah, NJ 07430
MAHOPAC 6_SC		692 Route 6 Mahopac, NY 10541	



View 3. View from the Park & Ride on Route 6, looking East-Northeast.

Site Number:

MAHOPAC 6_SC



Project Address:

692 Route 6
Mahopac, NY 10541



CONSULTING SERVICES, INC.
65 Ramapo Valley Road
Mahwah, NJ 07430



View 3a. Proposed view from the Park & Ride on Route 6, looking East-Northeast.

Site Number:

MAHOPAC 6_SC



Project Address:

692 Route 6
Mahopac, NY 10541



CONSULTING SERVICES, INC.
65 Ramapo Valley Road
Mahwah, NJ 07430



NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS

MAHOPAC 6_SC
GRENIER BUILDING
692 ROUTE 6
MAHOPAC, NY 10541
TOWN OF CARMEL



On Air Engineering, LLC
88 Foundry Road
Cold Spring, NY 10516
201-456-4634 direct
onair@onaironline.net

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DRAWING SCALES ARE INTENDED FOR 24"X36" SIZE PRINTED MEDIA ONLY. ALL OTHER PRINTED SIZES ARE DEEMED "NOT TO SCALE"



NO.	DATE	SUBMISSION
1	04/11/16	REVISED PER APPROVAL COMMENTS
2	04/11/16	PROPOSED

DRAWN BY	CHECKED BY
MF	DW

SITE NAME
MAHOPAC 6_SC
SITE ADDRESS
GRENIER BUILDING
692 ROUTE 6
MAHOPAC, NY 10541
TOWN OF CARMEL

SHEET TITLE
TITLE SHEET

DWG NO
T-1

DESIGN REFERENCES

- 2012 BUILDING CODE OF NEW YORK STATE
- REFERENCED STANDARDS INCLUDING:
 - AISC AMERICAN INSTITUTE OF STEEL CONSTRUCTION
 - NFPA 70-05 NATIONAL ELECTRIC CODE
 - TA/EN-122-C-F-06 STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES
- NOTE: THE MORE RECENT AND STRINGENT TA-222-C HAS BEEN USED.

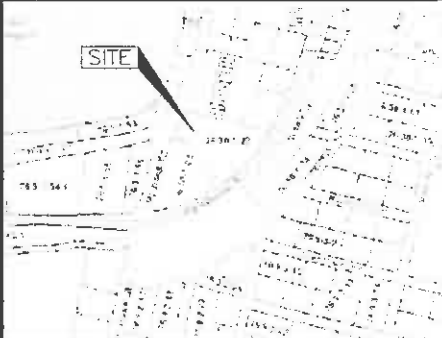
SCOPE OF WORK

- INSTALL (2) "SMALL CELL" ANTENNA SECTORS ON THE ROOF CONSISTING OF (2) PANEL ANTENNAS, (1) GPS ANTENNA AND RELATED EQUIPMENT AT EACH SECTOR. ANTENNAS SHALL BE CONCEALED WITHIN A "STEALTH" ENCLOSURE SUPPORT ON STEEL DRAINAGE BEAMS.
- INSTALL 100AMP ELECTRICAL SERVICE TAPPED FROM EXISTING BUILDING SERVICE UP TO ROOF
- INSTALL CONDUITS FROM ROOFTOP DEMARCATION POINTS TO EACH ANTENNA SECTOR.

AERIAL VIEW (NOT TO SCALE)



ZONING MAP (NOT TO SCALE)



SITE INFORMATION

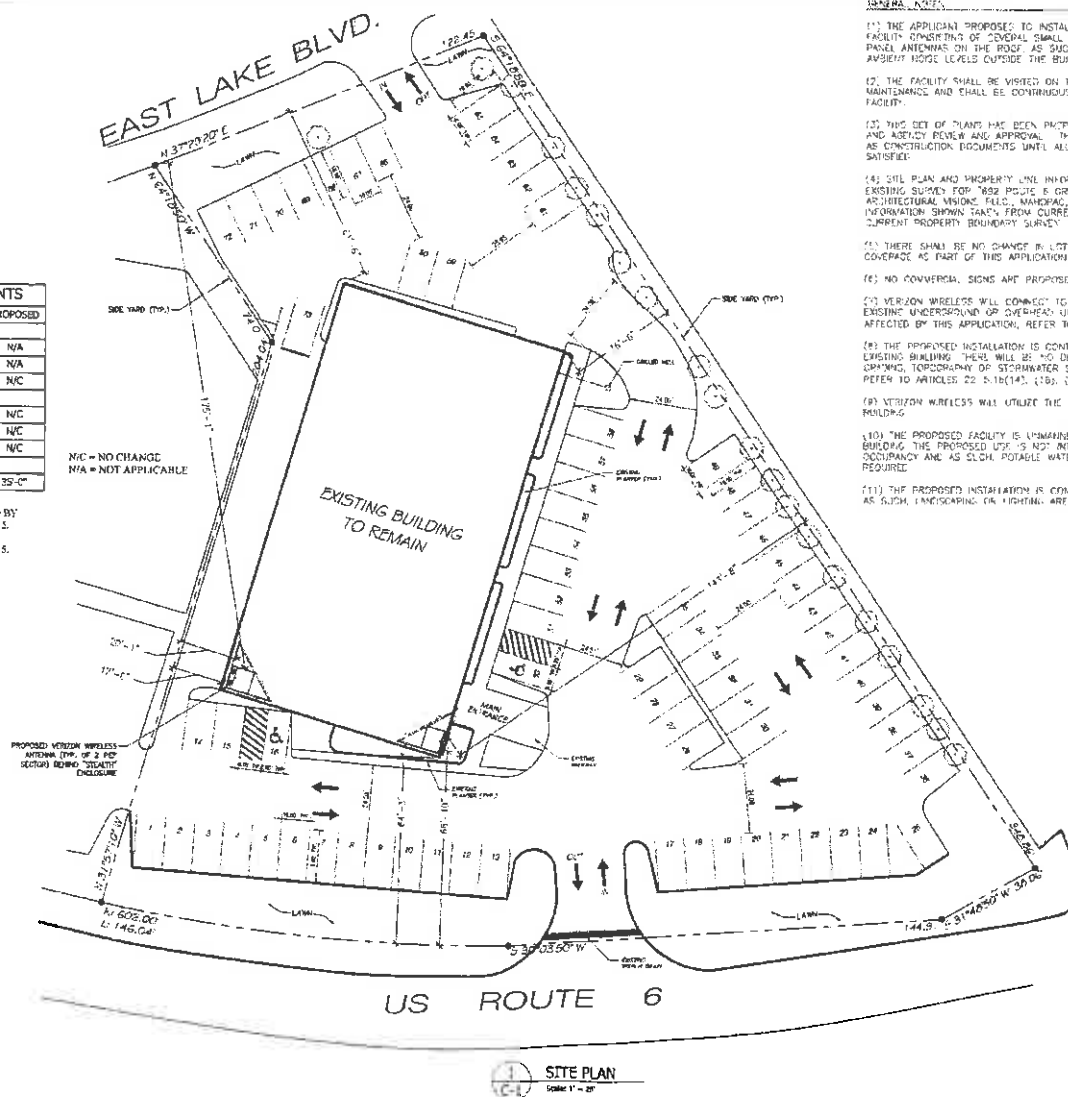
SITE NAME	MAHOPAC 6_SC
SITE ADDRESS	692 ROUTE 6 MAHOPAC, NY
ZONE	C - COMMERCIAL
MAP-BLOCK-LOT	76.20-11-22
COORDINATES	N 41° 22' 35.5" W 73° 43' 44.6"
GROUND ELEV.	866 ± AMSL
STRUCTURE HEIGHT	127'-0" ± ASL (ROOF)
ANTENNA RAD CENTER	33'-11" ± AOL
PROPERTY OWNER	BRIMAT REALTY LLC 692 RT 6 MAHOPAC, NY 10541
LOCAL POWER COMPANY	CON ED
LOCAL TELCO COMPANY	VERIZON
APPLICANT	VERIZON WIRELESS

SHEET INDEX

SHEET NO	SHEET DESCRIPTION
T-1	TITLE SHEET
C-1	SITE PLAN
A-1	ROOF PLAN & ANTENNA PLANS
A-2	SOUTH & PARTIAL EAST ELEVATION
A-3	FIRST FLOOR & ACCESS PLANS
A-4	EQUIPMENT DETAILS
R-1	500 FT. RADIUS MAP & ABUTTERS LIST
R-2	500 FT. ABUTTERS LIST CONDOUBLING

ZONE C (COMMERCIAL) BULK REQUIREMENTS			
REGULATION	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT REQUIREMENTS:			
MIN. LOT AREA (SQ. FT.)	40,000	61,345	N/A
MIN. LOT WIDTH (FT.)	200	330 (1)	N/A
OFF-STREET PARKING	71	73 (2)	N/C
MINIMUM YARD DIMENSIONS:			
FRONT	40'	64'-3"	N/C
SIDE	25'	17'-6"	N/C
REAR	30'	61'-6"	N/C
MAXIMUM HEIGHT OF BUILDING:			
IN FEET	± 35'-0"	27'-6" (3)	35'-0"

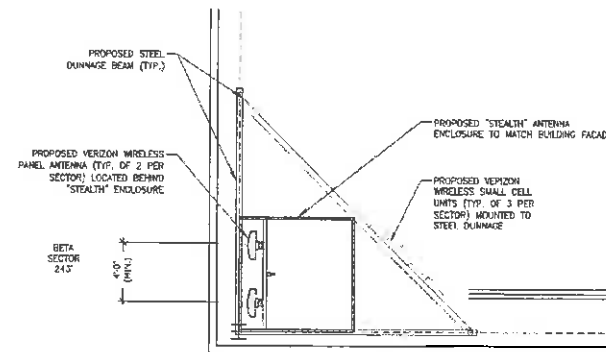
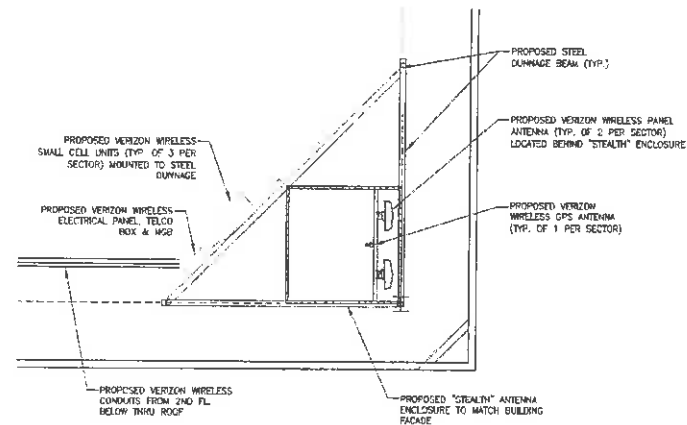
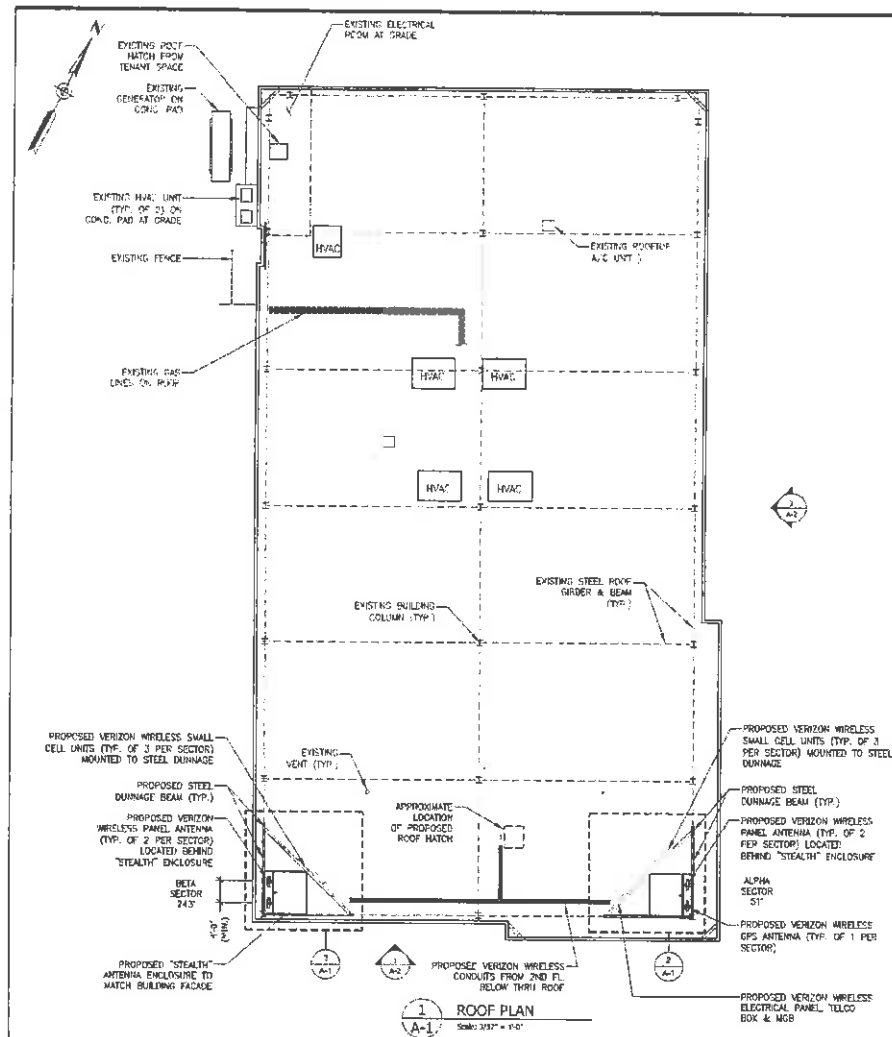
BULK TABLE NOTES:
 (1) LOT WIDTH TAKEN FROM EXISTING SITE PLAN PREPARED BY ARCHITECTURAL VISIONS, MAHOPAC, NY, FILE DATED 2-23-15.
 (2) BASED ON 156-42 AND EXISTING SITE PLAN PREPARED BY ARCHITECTURAL VISIONS, MAHOPAC, NY, FILE DATED 2-23-15.
 (3) HEIGHT TO EXISTING ROOF ABOVE GRADE AT FRONT.



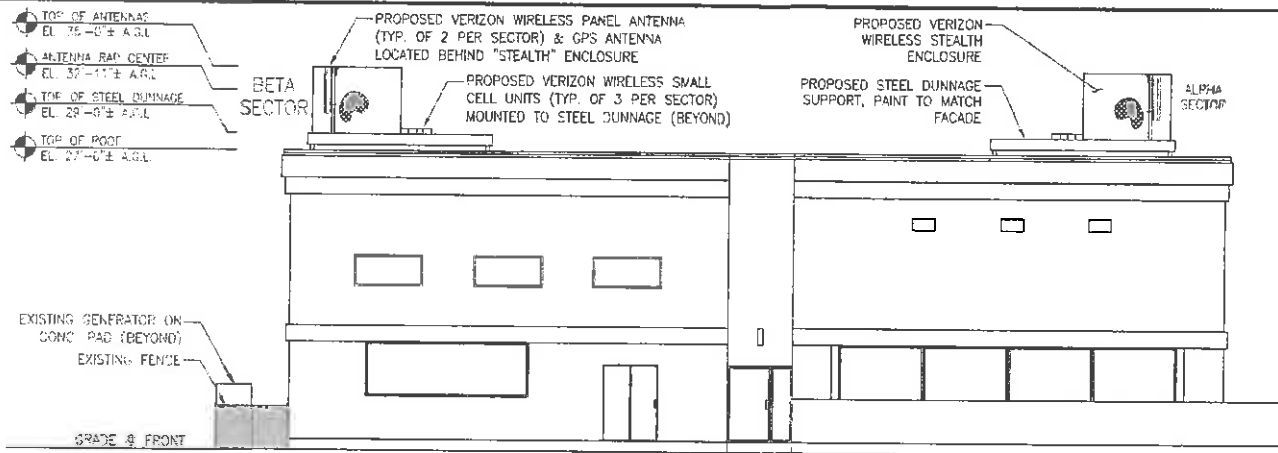
GENERAL NOTES

- (1) THE APPLICANT PROPOSES TO INSTALL A WIRELESS TELECOMMUNICATION FACILITY CONSISTING OF SEVERAL SMALL OUTDOOR EQUIPMENT CABINETS AND PANEL ANTENNAS ON THE ROOF AS SUCH, THERE WILL BE NO DISTURBANCE IN AMBIENT NOISE LEVELS OUTSIDE THE BUILDING FROM THE PROPOSED INSTALLATION.
- (2) THE FACILITY SHALL BE VISITED ON THE AVERAGE OF ONCE A MONTH FOR MAINTENANCE AND SHALL BE CONTINUOUSLY MONITORED FROM A REMOTE EMPLOY FACILITY.
- (3) THIS SET OF PLANS HAS BEEN PREPARED FOR THE PURPOSES OF MINOR AND AGENCY REVIEW AND APPROVAL. THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED.
- (4) SITE PLAN AND PROPERTY LINE INFORMATION SHOWN ARE TAKEN FROM AN EXISTING SURVEY FOR '692 ROUTE 6 GRENIER BUILDING', PREPARED BY ARCHITECTURAL VISIONS, MAHOPAC, NY, DATED 2-13-14. OTHER INFORMATION SHOWN TAKEN FROM CURRENT AERIAL PHOTOS AND IS SUBJECT TO A CURRENT PROPERTY BOUNDARY SURVEY.
- (5) THERE SHALL BE NO CHANGE IN LOT COVERAGE AND/OR IMPROVED LOT COVERAGE AS PART OF THIS APPLICATION.
- (6) NO COMMERCIAL SIGNS ARE PROPOSED AS PART OF THIS APPLICATION.
- (7) VERIZON WIRELESS WILL CONNECT TO EXISTING UTILITIES WITHIN THE BUILDING. EXISTING UNDERGROUND OR OVERHEAD UTILITIES ON THE PROPERTY WILL NOT BE AFFECTED BY THIS APPLICATION. REFER TO ARTICLE 22-5.16(13).
- (8) THE PROPOSED INSTALLATION IS CONTAINED WITHIN THE LIMITS OF THE EXISTING BUILDING. THERE WILL BE NO DISTURBANCE TO THE EXISTING PROPERTY DRAINAGE, TOPOGRAPHY OR STORMWATER SYSTEMS AS PART OF THIS APPLICATION. REFER TO ARTICLES 22-5.16(14), (15), (20) AND (26).
- (9) VERIZON WIRELESS WILL UTILIZE THE EXISTING PARKING LOT TO ACCESS THE BUILDING.
- (10) THE PROPOSED FACILITY IS UNMANNED AND CONTAINED WITHIN THE EXISTING BUILDING. THIS PROPOSED USE IS NOT INTENDED FOR PERMANENT OCCUPANCY AND AS SUCH, POTABLE WATER AND SANITARY SERVICES ARE NOT REQUIRED.
- (11) THE PROPOSED INSTALLATION IS CONTAINED WITHIN THE EXISTING BUILDING, AS SUCH, LANDSCAPING OR LIGHTING ARE NOT PROPOSED.

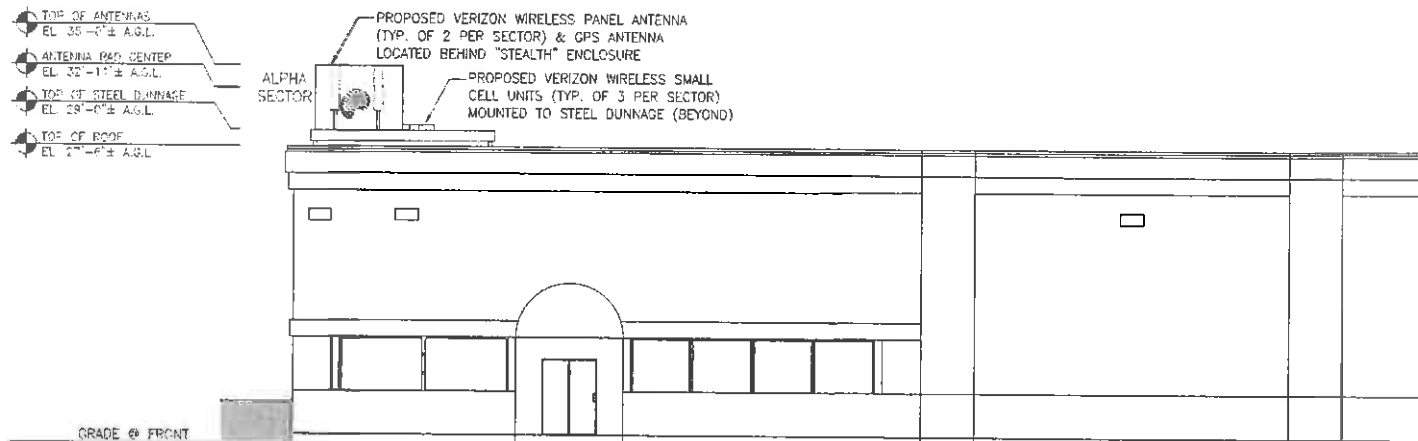
NEW YORK SNSA LIMITED PARTNERSHIP 692 VERIZON WIRELESS 4 CENTERCROSS ROAD WEST NY, NY 10994	
88 Foundry Pond Rd. Gold Springs, NY 10516 201-436-4024 direct 436-250-0000 direct	
UNAUTHORIZED ALTERATION OR ADDITION TO A DOCUMENT PREPARED BY A LICENSED ENGINEER IS A VIOLATION OF ARTICLE 14B, SECTION 1004.5 OF THE NEW STATE EDUCATION LAW.	
DRAWING SCALES ARE INTENDED FOR 22"x34" SIZE PRINTED MEDIA ONLY. ALL OTHER PRINTED SIZES AND SERVICES "NOT TO SCALE".	
LICENSE	
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311 02.42.42	
312 03	



<p>NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 4 CENTER ROCK ROAD WESTYORK, NY 10984</p>	
<p>On Air Engineering, LLC 88 Foundry Pond Rd. Cold Spring, NY 10516 201-456-4524 (cell) runair@veronline.net</p>	
<p>UNAUTHORIZED ALTERATION OR ADDITION TO A DOCUMENT PREPARED BY A LICENSED ENGINEER IS A VIOLATION OF ARTICLE 145, SECTION THREE-2 OF THE NEW STATE EDUCATION LAW</p>	
<p>DRAWING SCALES ARE INTENDED FOR 24" x 36" SIZE PRINTED MEDIA ONLY. ALL OTHER PRINTED SIZES ARE DEEMED "NOT TO SCALE"</p>	
<p>STATE OF NEW YORK LICENSED PROFESSIONAL ENGINEER EXPIRATION DATE: 12/31/2016</p>	
NO.	DATE
SUBMITTALS	
1	04.15.16
2	02.15.16
REVIEWED PER ATTORNEY'S COUNSEL	
DATE	
DRAWN BY: MF	
CHECKED BY: DW	
SITE NAME: MAHOPAC 6_SC	
SITE ADDRESS: GRENIER BUILDING 692 ROUTE 5 MAHOPAC, NY 10541 TOWN OF CARMEL	
SUBJECT TITLE: ROOF PLAN & ANTENNA PLANS	
DWG NO: A-1	



1 SOUTH (RT.6) ELEVATION
Scale: 3/16" = 1'-0"



2 PARTIAL EAST ELEVATION
Scale: 3/16" = 1'-0"

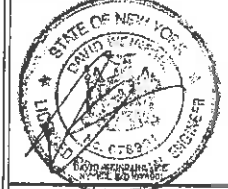
verizon wireless
NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
4 CENTER ROCK ROAD
WEST Nyack, NY 10994

On Air Engineering, LLC
88 Frendy Pond Rd.
Cold Spring, NY 10516
203-451-4624 direct
onair@protonline.net

UNAUTHORIZED ALTERATION OR ADDITION TO
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ENGINEER IS A VIOLATION OF ARTICLE 17B,
SECTION 2209-2 OF THE NEW YORK
EDUCATION LAW

DRAWING SCALES ARE INTENDED FOR 24"X36"
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LICENSEE:



NO. DATE DESCRIPTION

1 04.11.16 REVISED PER ATTORNEY COMMENTS
2 07.15.16 REVISED

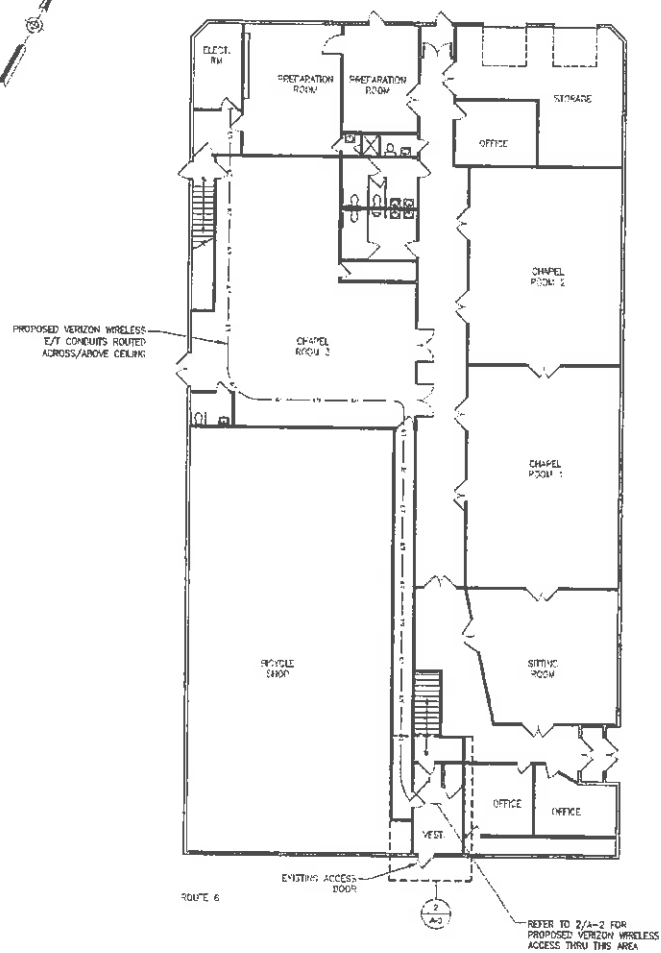
DRAWN BY: MF CHECKED BY: DW

SITE NAME:
MAHOPAC 6_SC
SITE ADDRESS:
GRENIER BUILDING
692 ROUTE 6
MAHOPAC, NY 10541
TOWN OF CARMEL

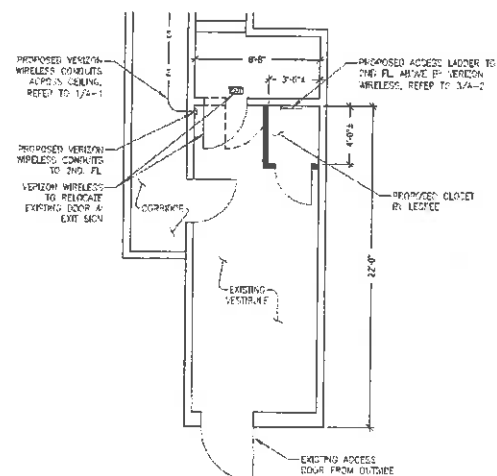
SHEET TITLE:
SOUTH AND PARTIAL
EAST ELEVATION

DOC NO.

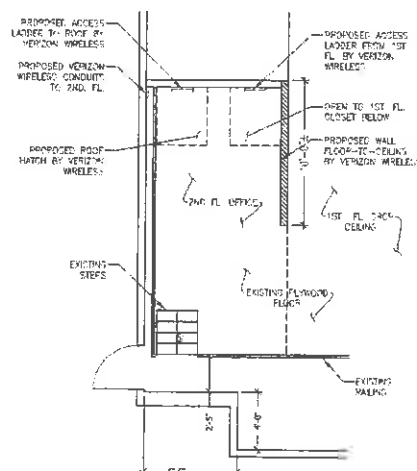
A-2



1
A-3 FIRST FLOOR PLAN
Scale: 3/32" = 1'-0"



2 ACCESS PLAN - 1ST FL.
A-3 Scale: 1/4" = 1'-0"



3 ACCESS PLAN - 2ND FL.
A-3 Scale: 1/4" = 1'-0"

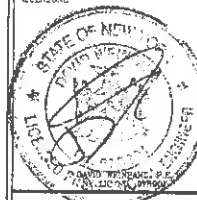


 On Air Engineering, LLC
88 Foundry Pond Rd.
Cold Spring, NY 10516
201-456-4634 direct
onair@onairline.net

UNAUTHORIZED ALTERATION OR ADDITION TO
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ENGINEER IS A VIOLATION OF ARTICLE 14B,
SECTION 720B-2 OF THE NEW STATE
EDUCATION LAW

DRAWING SCALE: AS INTENDED FOR 36"x48"
SIZE PRINTED MEDIA ONLY ALL OTHER
PRINTED SIZES ARE DEEMED "NOT TO SCALE"

10. **பெரியகாசம்**



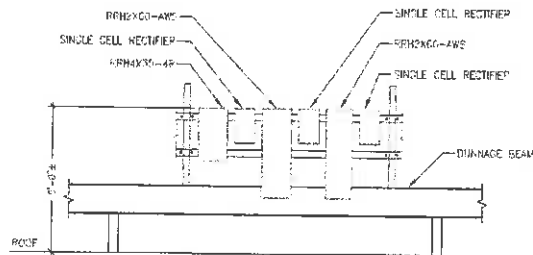
NO	DATE	SUBMISSIONS
*	06-11-18	REMOVED FOR ATTORNEY COMMENT
G	07-18-18	REVIEW

UPRAX BY	CHECKED BY
MF	DW

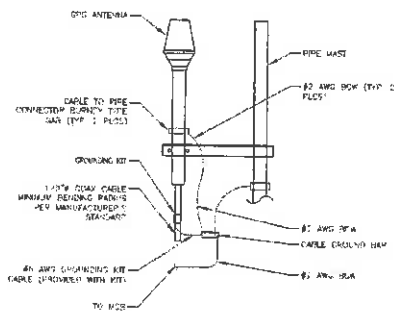
CITY: NAME
 MAHOPAC 6_SC
 SITE ADDRESS
 GRENIER BUILDING
 692 ROUTE 6
 MAHOPAC, NY 10541
 TOWN OF CARMEL

**FIRST FLOOR AND
ACCESS PLANS**

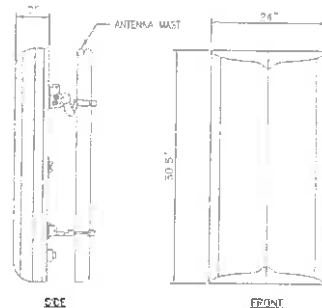
DWG NO. **A-3**



1 ANTENNAS AND EQUIPMENT ELEVATION - (REAR)
Scale: 1/2" = 1'-0"



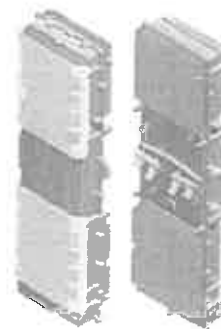
2 GPS ANTENNA DETAIL
Scale: 3/4" = 1'-0"



PANEL ANTENNA SPECIFICATIONS				
MODEL #	HEIGHT	WIDTH	DEPTH	
370AF-FRC-440-V	60.0"	24"	7.0"	

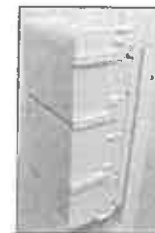
NOTE: ANTENNA MODEL SUBJECT TO AVAILABILITY AT THE TIME OF CONSTRUCTION.

3 PANEL ANTENNA DETAIL
Scale: 1" = 1'-0"



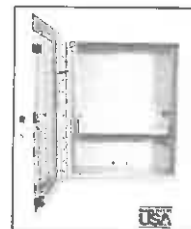
DIMENSIONS	HEIGHT	WIDTH	DEPTH	WEIGHT
	36.0"	10.0"	5.7"	50 LBS

4 RRH2X60-AWS
Scale: N.T.S.



DIMENSIONS	HEIGHT	WIDTH	DEPTH	WEIGHT
	21.0"	12.0"	0"	57.0 LBS

5 RRH4X30-4R
Scale: N.T.S.



DIMENSIONS	HEIGHT	WIDTH	DEPTH	WEIGHT
	26"	22"	20"	60 LBS

6 CUBE ENCLOSURE
Scale: N.T.S.



DIMENSIONS	HEIGHT	WIDTH	DEPTH	WEIGHT
	14.1"	6.0"	3.2"	14.1 LBS

7 SINGLE PHASE RECTIFIER
Scale: N.T.S.

verizon wireless
NEW YORK SMALL LIMITED PARTNERSHIP
639 VERIZON WIRELESS
4 CENTER ROCK ROAD
WEST NYACK, NY 10994

On Air Engineering, LLC
88 Founders Pond Rd
Cold Spring, NY 10516
201-456-4624 direct
onair@onairline.net

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LICENSED



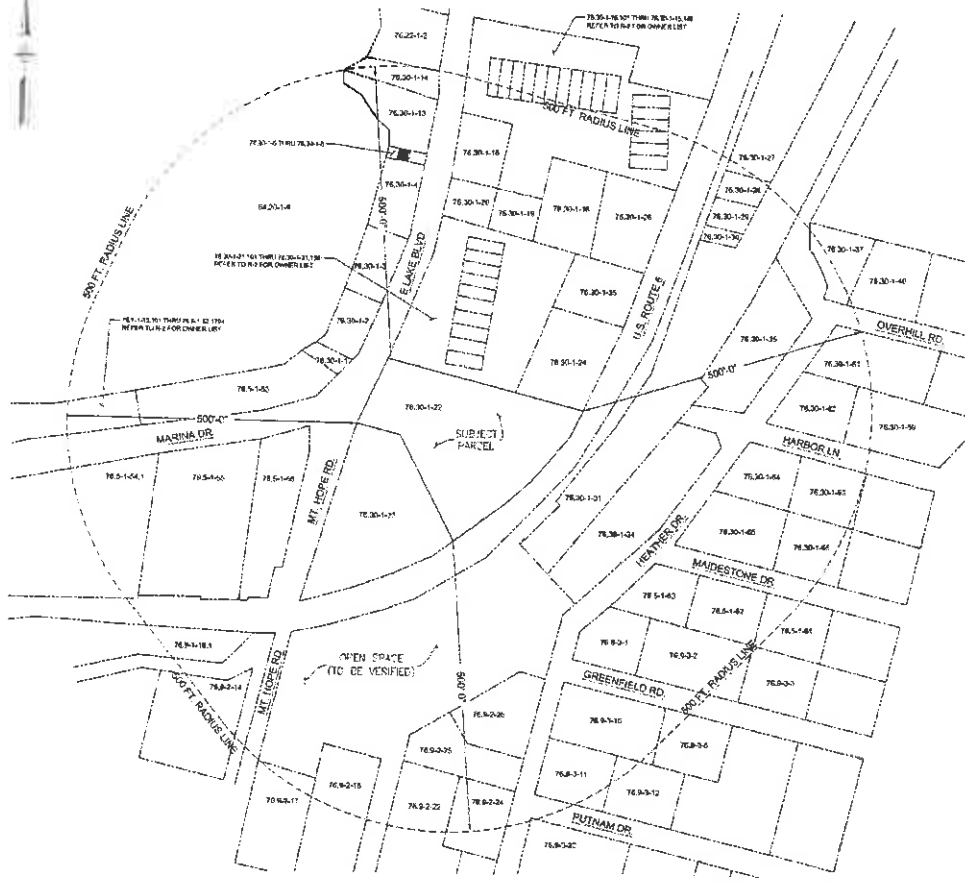
NO.	DATE	SUBMISSIONS

DRAWN BY	CHECKED BY
MF	DW

SITE NAME
MAHOPAC 6_SC
SITE ADDRESS
**GRENIER BUILDING
692 ROUTE 6
MAHOPAC, NY 10541
TOWN OF CARMEL**

SHEET TITLE
EQUIPMENT DETAILS

DWG NO.
A-4



1 500 FT. RADIUS MAP
R-1
Scale 1"=400'

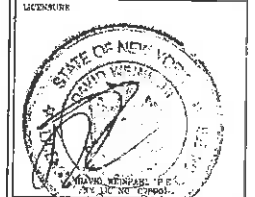
500 FT ABUTTERS LIST FROM PARCEL 76.30-1-22		
OWNER NAME	ADDRESS	S/R/L
VICTOR AMICCI	37 CONDOLE RD, MAHOPAC, NY 10541	76.30-1-1
MAHOPAC PAPER CO INC	PO BOX 952, MAHOPAC, NY 10541	76.30-1-2
MILACRON DEV CORP	VACANT LAND - ASSESSOR HAS NO OWNER ADDRESS	76.30-1-3
TRICOLE STEPH	888 RT 6, MAHOPAC, NY 10541	76.30-1-4
MARSH COIAJ	143 E LAKE BLVD APT 8, MAHOPAC, NY 10541	76.30-1-5, 19, 20
BOARD OF MANAGERS OF THE LAKE	PO BOX 2028 NEWPORT BEACH, CA 92660	76.30-1-6
LAKE MAHOPAC UNITS REALTY CORP	PO BOX 2058 NEWPORT BEACH, CA 92660	76.30-1-6, 18
GREATER MAHOPAC POST SUPPLY	PO BOX 132, MAHOPAC, NY 10541	76.30-1-12
ROBERT CUNNINGHAM	6 STICKYBRIDGE RD, WINGO, NY 10549	76.30-1-14
SAND KEY REALTY INC	953 RT 6, MAHOPAC, NY 10541	76.30-1-16
BRIMAT REALTY LLC	692 RT 6, MAHOPAC, NY 10541	76.30-1-22
LORRAINE TRIPLE	100 EAST LAKE BLVD, MAHOPAC, NY 10541	76.30-1-27
MONACO REALTY MANAGEMENT C/O GIOYIO MONACO	276 BUCKSHOLLOW RD, MAHOPAC, NY 10541	76.30-1-29
RICHARD BEYER	74 CHERYL CT, MAHOPAC, NY 10541	76.30-1-25
FIRST SABLE MANAGEMENT CORP	2675 CECILE DR, YORKTOWN HEIGHTS, NY 10596	76.30-1-26
MARK W. REALTY, LLC	725 RT 6, MAHOPAC, NY 10541	76.30-1-27
ATIN ROBERT MCGRATH	PO BOX 78, MAHOPAC, NY 10541	76.30-1-28
JOSEPH SCULLIAN	60 MCALPIN AVE, MAHOPAC, NY 10541	76.30-1-29, 35
TOWN OF CARMEL	178 EAST LAKE BLVD, MAHOPAC, NY 10541	76.30-1-30
MAHOPAC CENTRAL SCHOOL DIST	PO BOX 102, MAHOPAC, NY 10541	76.30-1-31
MARK FAHTE INC	702 LYDIA AVE STE 208, BRONX, NY 10462	76.30-1-34
APPLE 45 CORP	78 HEATHER DR, MAHOPAC, NY 10541	76.30-1-37
CHRISTOPHER RUSH	2 OVERHILL DR, MAHOPAC, NY 10541	76.30-1-40
JOSE VILLALBOS	127 LAKEVIEW DR, MAHOPAC, NY 10541	76.30-1-39
DAVID LARSEN	70 HEATHER DR, MAHOPAC, NY 10541	76.30-1-44
MARVIN LITVY	15 HARBOR LN, MAHOPAC, NY 10541	76.30-1-43
JOHN POKAMATO	86 HEATH DR, MAHOPAC, NY 10541	76.30-1-45
JAMES ROMER	30 MAIDSTONE DR, MAHOPAC, NY 10541	76.30-1-46
THOMAS RIGGERS	1 OVERHILL DR, MAHOPAC, NY 10541	76.30-1-43
PATRICIA OTHMER	12 HARBOR LN, MAHOPAC, NY 10541	76.30-1-42
ANTHONY FUGIUSE	31 MAIDSTONE DR, MAHOPAC, NY 10541	76.30-1-41
JOSEPH MUNCH	25 MAIDSTONE DR, MAHOPAC, NY 10541	76.30-1-42
JASON TURRY	62 HEATH DR, MAHOPAC, NY 10541	76.30-1-43
JOHN POLITO	34 GREENFIELD RD, MAHOPAC, NY 10541	76.30-1-43
BRIAN WAGNER	30 GREENFIELD RD, MAHOPAC, NY 10541	76.30-1-43
GREGORY WAGNER JR	22 GREENFIELD RD, MAHOPAC, NY 10541	76.30-1-43
PATRICIA SULLIVAN	31 GREENFIELD RD, MAHOPAC, NY 10541	76.30-1-43
DEBBIE OCHOA	32 HEATH DR, MAHOPAC, NY 10541	76.30-1-43
ADAM VILLODA	26 PUTNAM DR, MAHOPAC, NY 10541	76.30-1-43
DAVID TOMPKINS	46 HEATH DR, MAHOPAC, NY 10541	76.30-1-43
PETER MAZZELLA	40 HEATH DR, MAHOPAC, NY 10541	76.30-1-43
ANTHONY CAROZZA	53 HEATH DR, MAHOPAC, NY 10541	76.30-1-43
ROBERT LAGA	47 HEATH DR, MAHOPAC, NY 10541	76.30-1-43
MARIO PORTO	43 HEATH DR, MAHOPAC, NY 10541	76.30-1-43
VITO TELESIO	14 HIGHTHIDE RD, MAHOPAC, NY 10541	76.30-1-43
ROGER SILVERS	24 WILSON POND RD, MAHOPAC, NY 10541	76.30-1-43
GEORGE PALMERO	2 HIGHTHIDE RD, MAHOPAC, NY 10541	76.30-1-43
NANCY MOLNAP	PO BOX 672, MAHOPAC, NY 10541	76.30-1-43
LAKE MAHOPAC UNITED METHODIST	671 ROUTE 6, MAHOPAC, NY 10541	76.30-1-43
WILLIAM SPAIN JR	PO BOX 402, MAHOPAC, NY 10541	76.30-1-43
METHODIST CHURCH	MAHOPAC, NY 10541	76.30-1-43
MAHOPAC LIBRARY INC	64 RT 6, MAHOPAC, NY 10541	76.30-1-43
SPEDS VELEZ	1 MARINA DR, MAHOPAC, NY 10541	76.30-1-43
POWER REPAIRS INC	40 GREENDA AVE, CARMEL, NY 10512	64.20-1-8
4TH MAC DONALD		
STATE OF NEW YORK		

* INDICATES SUBJECT PROPERTY

verizon wireless
NEW YORK SMSA LIMITED PARTNERSHIP
300A YERGEN WALKERS
4 CENTER ROCK ROAD
WEST NYACK, NY 10994

On Air Engineering, LLC
28 Foundry Pond Rd.
Cold Spring, NY 10516
201-456-4624 direct
onair@onairllc.com

UNAUTHORIZED ALTERATION OR ADDITION TO A DOCUMENT PREPARED BY A LICENSED PROFESSIONAL IS A VIOLATION OF ARTICLE 130, SECTION 2000-2 OF THE NEW YORK STATE EDUCATION LAW.



NO DATE SUBMITTED

1. 04.11.10. 2. 04.11.10. 3. 04.11.10. 4. 04.11.10. 5. 04.11.10. 6. 04.11.10. 7. 04.11.10. 8. 04.11.10. 9. 04.11.10. 10. 04.11.10. 11. 04.11.10. 12. 04.11.10. 13. 04.11.10. 14. 04.11.10. 15. 04.11.10. 16. 04.11.10. 17. 04.11.10. 18. 04.11.10. 19. 04.11.10. 20. 04.11.10. 21. 04.11.10. 22. 04.11.10. 23. 04.11.10. 24. 04.11.10. 25. 04.11.10. 26. 04.11.10. 27. 04.11.10. 28. 04.11.10. 29. 04.11.10. 30. 04.11.10. 31. 04.11.10. 32. 04.11.10. 33. 04.11.10. 34. 04.11.10. 35. 04.11.10. 36. 04.11.10. 37. 04.11.10. 38. 04.11.10. 39. 04.11.10. 40. 04.11.10. 41. 04.11.10. 42. 04.11.10. 43. 04.11.10. 44. 04.11.10. 45. 04.11.10. 46. 04.11.10. 47. 04.11.10. 48. 04.11.10. 49. 04.11.10. 50. 04.11.10. 51. 04.11.10. 52. 04.11.10. 53. 04.11.10. 54. 04.11.10. 55. 04.11.10. 56. 04.11.10. 57. 04.11.10. 58. 04.11.10. 59. 04.11.10. 60. 04.11.10. 61. 04.11.10. 62. 04.11.10. 63. 04.11.10. 64. 04.11.10. 65. 04.11.10. 66. 04.11.10. 67. 04.11.10. 68. 04.11.10. 69. 04.11.10. 70. 04.11.10. 71. 04.11.10. 72. 04.11.10. 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474. 04.11.10. 475. 04.11.10. 476. 04.11.10. 477. 04.11.10. 478. 04.11.10. 479. 04.11.10. 480. 04.11.10. 481. 04.11.10. 482. 04.11.10. 483. 04.11.10. 484. 04.11.10. 485. 04.11.10. 486. 04.11.10. 487. 04.11.10. 488. 04.11.10. 489. 04.11.10. 490. 04.11.10. 491. 04.11.10. 492. 04.11.10. 493. 04.11.10. 4

500 FT ABUTTERS LIST - CONDOMINIUMS 76.30-1-15.-		
OWNER NAME	ADDRESS	S/B/L
LAKE MAHOPAC UNITS REALTY	PO BOX 2056 NEWPORT BEACH, CA 92659	76.30-1-15-101 101 101-109 112-118 120-123 124 129 132-134 136-141
DAILY GEORGE M	149 EAST LAKE BLVD UNIT A2, MAHOPAC, NY 10541	76.30-1-15-102
LAKE MAHOPAC UNITS REALTY	PO BOX 2056 NEWPORT BEACH, CA 92659	76.30-1-15-103
GSH, LLC	44 PIETRO DR, YONKERS, NY 10710	76.30-1-15-104
REED NANCY S & ALFRED S	PO BOX 35, N POWANAL, VT 05260-0035	76.30-1-15-105
DECEASE JEAN & RALPH	749 EAST LAKE BLVD, MAHOPAC, NY 10541	76.30-1-15-106
STOBBER WAYNE & STEPHANIE	149 EAST LAKE BLVD UNIT D-1, MAHOPAC, NY 10541	76.30-1-15-110
BAKER ELIZABETH	149 EAST LAKE BLVD UNIT D-2, MAHOPAC, NY 10541	76.30-1-15-111
FRACY KRISTIA	22 SUNNYBRIDGE RD, KATONAH, NY 10526	76.30-1-15-119
MCCORMACK LISA	149 EAST LAKE BLVD UNIT H-3, MAHOPAC, NY 10541	76.30-1-15-124
MCGONDER CARMEL BETA MCGONDER SUAREZ KRISTY	1540 S.E. ROYAL GREEN CIRCLE UNIT 1207, PORT ST. LOUIS, N. 34545	76.30-1-15-125
ADRIANA RP	149 EAST LAKE BLVD UNIT J-3, MAHOPAC, NY 10541	76.30-1-15-127
LOMBARDO LOURDE	149 EAST LAKE BLVD UNIT J-1, MAHOPAC, NY 10541	76.30-1-15-129
RYDER GEORGE J	149 EAST LAKE BLVD UNIT K-3, MAHOPAC, NY 10541	76.30-1-15-130
STONE ANBIA	149 EAST LAKE BLVD UNIT L-1, MAHOPAC, NY 10541	76.30-1-15-131
PRECHOWSKI PATRICIA ANN	149 EAST LAKE BLVD UNIT L-2, MAHOPAC, NY 10541	76.30-1-15-132
STPOLKA MICHAEL	428 CHURCH L CT, HARTLEYSVILLE, PA 17038	76.30-1-15-142
DELICUCCIA FRANK	70 TRUMAN AVE, YONKERS, NY 10703	76.30-1-15-143
MCGREYVER DEVIN COFFONE MAURITIO T	56 LOMB DR, PEARL RIVER, NY 10946	76.30-1-15-144
YEDBERT MELISSA	22 SUNNYBRIDGE RD, KATONAH, NY 10526	76.30-1-15-147
FRACE ELIZABETH C	PO BOX 26, KATONAH, NY 10526	76.30-1-15-148

500 FT ABUTTERS LIST - CONDOMINIUMS 76.30-1-21.-		
OWNER NAME	ADDRESS	S/B/L
BLANCZYK URSULA & ARTUR	141 EAST LAKE BLVD UNIT A-1, MAHOPAC, NY 10541	76.30-1-21-101
CARPINO RONALD J	141 EAST LAKE BLVD UNIT A-2, MAHOPAC, NY 10541	76.30-1-21-102
TUMARELLI THE ALDOVINO ROSE-CARLE TRUST	141 EAST LAKE BLVD UNIT A-3, MAHOPAC, NY 10541	76.30-1-21-103
MAZZEI ROBERT	129 GETMEYER DR, MAHOPAC, NY 10541	76.30-1-21-104
SAVASTANO ANTHONY F	1368 SUNNY RIDGE RD, MCGEEGAN LAKE, NY 10547	76.30-1-21-105
GARCIA WILLIAM & MERCEDES	141 EAST LAKE BLVD UNIT B-2, MAHOPAC, NY 10541	76.30-1-21-106
CIPOCCO DIANA S. JAMES M	12 REBECCA LN, CARROLL, NY 10812	76.30-1-21-107
MCGRETTA GLADYS MCGRETTA SUZANNE	345 SEANNAH RD, STONYVILLE, NY 12585	76.30-1-21-109
ELAJAN MARINA	141 EAST LAKE BLVD UNIT C-3, MAHOPAC, NY 10541	76.30-1-21-119
POLLAK ELEAN & RENATE	13356 WILLIAM NETER CT, PALM BEACH GARDENS, FL 33416	76.30-1-21-120-123
SACCAVIA ROBERT & JOHANNA	141 EAST LAKE BLVD UNIT 2-D, MAHOPAC, NY 10541	76.30-1-21-121
BALLATO RITA	141 EAST LAKE BLVD UNIT D-5, MAHOPAC, NY 10541	76.30-1-21-112
WICELI JOHN J JR	PO BOX 289, MAHOPAC, NY 10541	76.30-1-21-113
SEYMOUR GLENN M	141 EAST LAKE BLVD UNIT E-2, MAHOPAC, NY 10541	76.30-1-21-114
SEYMOUR GLENN M	141 EAST LAKE BLVD UNIT E-3, MAHOPAC, NY 10541	76.30-1-21-115
MUELLER HELEN	141 EAST LAKE BLVD, MAHOPAC, NY 10541	76.30-1-21-116
PELOS VIRGINIA BARTISON JOHANN	141 EAST LAKE BLVD UNIT F-2, MAHOPAC, NY 10541	76.30-1-21-117
LIBERINO DANIEL M	141 EAST LAKE BLVD UNIT F-3, MAHOPAC, NY 10541	76.30-1-21-118
CARPINO RONALD J	2506 VILLA AT THE WOODS, PEEBLES, NY 10566	76.30-1-21-119
SANANI DAVID	141 EAST LAKE BLVD UNIT G-2, MAHOPAC, NY 10541	76.30-1-21-120
PULER LOUIS S & MARY	141 EAST LAKE BLVD UNIT G-3, MAHOPAC, NY 10541	76.30-1-21-121
ROLLY TAMIA	141 EAST LAKE BLVD UNIT H-1, MAHOPAC, NY 10541	76.30-1-21-122
REYNOLDS FRANCIS X	141 EAST LAKE BLVD UNIT H-2, MAHOPAC, NY 10541	76.30-1-21-123
YUTEL ROY	141 EAST LAKE BLVD UNIT H-3, MAHOPAC, NY 10541	76.30-1-21-124
GROCHOWSKI HENRI	120 UPLAND RD, YORKTOWN HEIGHTS, NY 10593	76.30-1-21-125
ALFANITER ANNI	141 EAST LAKE BLVD UNIT J-2, MAHOPAC, NY 10541	76.30-1-21-126
RESTITUCI JEFFREY & ROSE	4 SCHMIDT DR, SUMMERS, NY 10589	76.30-1-21-127
RELLINGER TRUSTS ANGELO R BORTUGNO VALENT ANGELO R. REILHANS TRUST	141 EAST LAKE BLVD UNIT J-3, MAHOPAC, NY 10541	76.30-1-21-128
YOSHIOKA JOSEPH & EVELYN	7 SEYMOUR LN, HOPWELL JUNCTION, NY 12533	76.30-1-21-129
BANANI DAVID	141 EAST LAKE BLVD UNIT K-3, MAHOPAC, NY 10541	76.30-1-21-130
VEICICONTI ADELINO	141 EAST LAKE BLVD UNIT K-3, MAHOPAC, NY 10541	76.30-1-21-131

500 FT ABUTTERS LIST - CONDOMINIUMS 76.5-1-52.-		
OWNER NAME	ADDRESS	S/B/L
LEE KENNETH E	4 MARINA DR UNIT A1, MAHOPAC, NY 10541	76.5-1-52-101
CHUN STORY	4 MARINA DR UNIT A-2, MAHOPAC, NY 10541	76.5-1-52-102
SCOTT HARRY	23 HONEYBUCKLE CT, STONYVILLE, NY 12585	76.5-1-52-103
SOUTH LAKE HOLDING CO INC	95 CHERRY HILL RD, CARMEL, NY 10512	76.5-1-52-104
MONTIE MARY & CHARLES	1 PLEASANT RD, LAKE PEERLESS, NY 10537	76.5-1-52-105
VELEZ SPIROS & LOLA	4 MARINA DR UNIT B-2, MAHOPAC, NY 10541	76.5-1-52-106
MOONEY MICHAEL J	4 MARINA DR UNIT B-3, MAHOPAC, NY 10541	76.5-1-52-107
SCHUTTE WILLIAM T	4 MARINA DR UNIT B-4, MAHOPAC, NY 10541	76.5-1-52-108
JEAN MARIE GREGORY M & GERALDINE	4 MARINA DR UNIT C-1, MAHOPAC, NY 10541	76.5-1-52-109
KIRICA VLADIMIR, JUDOVICA BOKUMIRA	4 MARINA DR UNIT C-2, MAHOPAC, NY 10541	76.5-1-52-110
TRIMMINGS THOMAS & LINDA	4 MARINA DR UNIT C-3, MAHOPAC, NY 10541	76.5-1-52-111
CSAKI STEVEN & MONICA	4 MARINA DR UNIT C-4, MAHOPAC, NY 10541	76.5-1-52-112
LLC DIMA MORTGAGEAR MORTGAGE CHAMPION MORTGAGE CO	350 NICHOLAND DR, LEWISVILLE, TX 72647	76.5-1-52-113
POPELARI FANNIE ALVIN MICHAEL POPELARI	1199 CHRIS LAKE DR, LAWRENCEVILLE, GA 30046	76.5-1-52-114
LAURISSO ANNE	4 MARINA DR UNIT D-3, MAHOPAC, NY 10541	76.5-1-52-115
SCHWARTZ STEFAN	4 MARINA DR UNIT D-4, MAHOPAC, NY 10541	76.5-1-52-116
BEEDENBERGER RAYMOND & CAROL	4 MARINA DR UNIT D-5, MAHOPAC, NY 10541	76.5-1-52-117
PUSH CATHERINE J. ANTHONY J	4 MARINA DR UNIT D-6, MAHOPAC, NY 10541	76.5-1-52-118
GRANDI PATRICIA	4 MARINA DR UNIT E-3, MAHOPAC, NY 10541	76.5-1-52-119
VELEZ SPIROS & LOLA	4 MARINA DR UNIT E-4, MAHOPAC, NY 10541	76.5-1-52-120
WANDER STEPHEN M	4 MARINA DR UNIT F-1, MAHOPAC, NY 10541	76.5-1-52-121
WARDENKOT PA	4 MARINA DR UNIT F-2, MAHOPAC, NY 10541	76.5-1-52-122
WAKUZZI DOROTHY C	4 MARINA DR UNIT F-3, MAHOPAC, NY 10541	76.5-1-52-123
1933 ROSEMOND	4 MARINA DR UNIT F-4, MAHOPAC, NY 10541	76.5-1-52-124
KOLY TARA J	20 N BROADWAY APT D43, WHITE PLAINS, NY 10601	76.5-1-52-125
O'CONNOR MARSHA	PO BOX 433, MAHOPAC, NY 10541	76.5-1-52-126
DEANGELIS ANGELA	4 MARINA DR UNIT G-3, MAHOPAC, NY 10541	76.5-1-52-127
SPOLA JOAN	4 MARINA DR UNIT G-4, MAHOPAC, NY 10541	76.5-1-52-128
IMBERGNO DAVID V JR	4 MARINA DR UNIT H-1, MAHOPAC, NY 10541	76.5-1-52-129
BLUMBERG BRUCE & JERROLD	28 MAC GREGORY WAY, HOPWELL JUNCTION, NY 12533	76.5-1-52-130
BAGGIO FLORENCE & ANTHONY	4 MARINA DR UNIT H-2, MAHOPAC, NY 10541	76.5-1-52-131
ENRICHIE ELLEN & CHARLES F	4 MARINA DR UNIT H-3, MAHOPAC, NY 10541	76.5-1-52-132
NOT USHA	4 MARINA DR UNIT I-3, MAHOPAC, NY 10541	76.5-1-52-133
SCHWARTZ JACQUE	4 MARINA DR UNIT I-4, MAHOPAC, NY 10541	76.5-1-52-134
ENZO GEMMA M	546 LOMB FORD RD, MAHOPAC, NY 10541	76.5-1-52-135
LAVISTA DOREE	4 MARINA DR UNIT J-2, MAHOPAC, NY 10541	76.5-1-52-136
YOUNG JENNIFER F	4 MARINA DR UNIT J-3, MAHOPAC, NY 10541	76.5-1-52-137
AFRODT MICHAEL	4 MARINA DR UNIT J-4, MAHOPAC, NY 10541	76.5-1-52-138
LESSMAN BARBARA	4 MARINA DR UNIT K-1, MAHOPAC, NY 10541	76.5-1-52-139
ROOMS TERRENCE A & PATRICIA L	24 PAMELA RD, CORTLANDT MANOR, NY 10567	76.5-1-52-140
VOLTE BETH A	38 YAK RD, POUGHKEEPSIE, NY 12603	76.5-1-52-141
PEARSON ANN	4 MARINA DR UNIT K-4, MAHOPAC, NY 10541	76.5-1-52-142
SMITH EUGENIA HOWE INC. JOSEPH	PO BOX 271, MAHOPAC, NY 10541	76.5-1-52-143
GODDARD JENNIFER C. TRUST	16 RICHARD RD, MAHOPAC, NY 10541	76.5-1-52-144
HYTELAW LAWRENCE & ALICIA	4 MARINA DR UNIT L-3, MAHOPAC, NY 10541	76.5-1-52-145
ZITTELLI GIOVANNI & LINDA	4 MARINA DR UNIT L-4, MAHOPAC, NY 10541	76.5-1-52-146
DONDYMAN MAUREEN	32 HIGHT LN, RIDGE PARK, NY 11754	76.5-1-52-147
S & H INC LLC	4 MARINA DR UNIT M-1, MAHOPAC, NY 10541	76.5-1-52-148
JACOBSON ALMA	PO BOX 1079, BALDWIN PLACE, NY 10526	76.5-1-52-149
BLUCHORA TISH	130 CROTON AVE, CORTLANDT MANOR, NY 10567	76.5-1-52-150
GORDON SANDRA, DIPIUSCO ELEA	4 MARINA DR UNIT M-2, MAHOPAC, NY 10541	76.5-1-52-151
MILANI MARIA & ROBERT	4 MARINA DR UNIT M-3, MAHOPAC, NY 10541	76.5-1-52-152
GANDOTTO THERESA C. GABRIEL LAWRENCE D W	4 MARINA DR UNIT M-4, MAHOPAC, NY 10541	76.5-1-52-153
SCIOZARILLA ARLENE	4 MARINA DR UNIT M-5, MAHOPAC, NY 10541	76.5-1-52-154
ALCIBURGE GERALD E & DIANA	29 ROSEWOOD TER, BLOOMFIELD, NJ 07003-3407	76.5-1-52-155
RANK ELLIOT	60 BUTCHER PL, NEW YORK, NY 10002	76.5-1-52-156
WILLIAMS WILLIAM R. FERRENCHOWILLIAMS BETTY JO	18 HIGHLAND, VALHALLA, NY 10595	76.5-1-52-157
FANIELLO JOSEPH G & JULIAN E	225 SOMERSET RD, YORKTOWN HEIGHTS, NY 10598	76.5-1-52-158
SPANO ELIZABETH A	4 MARINA DR UNIT N-1, MAHOPAC, NY 10541	76.5-1-52-159
FRUMIN WILLIAM & JEAN ANNE	41 TAMMARA RD, MAHOPAC, NY 10541	76.5-1-52-160
BITTERICK LUCY	4 MARINA DR UNIT N-2, MAHOPAC, NY 10541	76.5-1-52-161
FINKELSTEIN TED H	4 MARINA DR UNIT N-3, MAHOPAC, NY 10541	76.5-1-52-162
TOLEY MAURICE F & MARY THERESA	4 MARINA DR UNIT N-4, MAHOPAC, NY 10541	76.5-1-52-163
MAZZOLA MICHAEL J & SON JA M	278 ROUTE 202, SOMERS, NY 10589	76.5-1-52-164
LUTHEHANS BARBARA	4 MARINA DR UNIT O-3, MAHOPAC, NY 10541	76.5-1-52-165
HOWE FAMILY TRUST ELIANCE M	4 MARINA DR UNIT O-4, MAHOPAC, NY 10541	76.5-1-52-166
WHITE SAE HOWE OWNERS ASSOC	18 FAIR ST STE 2, CARMEL, NY 10512	76.5-1-52-167-169

NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS
4 CENTER ROCK ROAD
WEST NYACK, NY 10994

On Air Engineering, LLC
88 Founder Pond Rd
Cald Springs, NY 10516
201-456-4624 direct
onair@onairline.net

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EDUCATION LAW

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2	2011.10	24, 2011.10	24, 2011.10	24, 2011.10	24, 2011.10

DRAWN BY: MF CHECKED BY: DW

TITLE NAME: MAHOPAC 6_SC

NOTE ADDRESS: GRENIER BUILDING
692 ROUTE 6
MAHOPAC, NY 10541
TOWN OF CARMEL

500 FT. ABUTTERS LIST
CONDOMINIUMS

DATE: 10/11/11

R-2