

# WOODWARD LAKE

## LARGE SCALE SUBDIVISION APPLICATION

APA Project 2018-0123



Woodward Lake Properties, LLC (Applicant)  
155 Main Street Suite D  
Oneonta, NY 13820

February 1, 2020

**Project Sponsor –** New York Land & Lakes Development LLC  
155 Main St. Suite D  
Oneonta, NY 13820  
(607) 353-8068

**Current Property Owner -** Woodward Lake Properties LLC  
155 Main St. Suite D  
Oneonta, NY 13820  
(607) 353-8068

**Project Sponsor’s Authorized Representatives –**

Alan Lord  
New York Land & Lakes  
  
155 Main St Suite D  
Oneonta, NY 13820  
(607) 434-2678

Bobbi C. Trudel, P.E.  
Steven E. Smith Civil & Architectural  
Engineering  
25 West Fulton Street  
Gloversville, NY 12078  
(518) 725-1555 x107

**Project Site Location / Identification:**

Roads – Collins Gifford Valley Road & High Rock Road  
Water Body – Woodward Lake entirely within the property  
Towns – Northampton 1,158.693 acres  
          Mayfield 10.942 acres  
County – Fulton  
Size – 1,169.635 Acres  
Tax Map Numbers – 17-1-23  
                          31-1-2  
                          31.2-1-25  
                          31-2-1

**Project Sponsor’s Legal interest in Project Site:** Owner

**Prior Agency Contact:**

- A) Subdivision application submitted in 1989 - no action taken  
Project # 1989-402
  
- B) Do not believe the site was subject to past agency action

**PROJECT BACKGROUND INFORMATION and DESCRIPTION**

**A. Project Sponsors and Co-applicants**

**Property Owner:** Woodward Lake Properties LLC (WLP) 155 Main St. Suite D Oneonta, NY 13820

**Project Sponsor:** New York Land & Lakes Development, LLC, 155 Main St Suite D Oneonta, NY 13820

**New York Land & Lakes Development, LLC Members:** Robert E. Lesperence, Managing Member, 824 East Street, Oneonta, NY 13820.

Roderick D MacAlpine, Member, 19 Bowker Road, Tuftonboro, New Hampshire 03838.

William A. MacAlpine, Member, 26 Red Mill Lane, Rye Beach, New Hampshire 03871

*See Addendum "1" for Articles of organization & Business Certificate*

## **B. Developer Qualifications**

New York Land and Lakes formerly known as Sumner of New York has been in business in New York State since 1992, it is a privately owned company with three partners. Each partner brings a unique strength to the business, Bill MacAlpine is an accountant, Rod MacAlpine has a background in advertising and marketing and Robert (Bob) Lesperence has a degree in environmental science and land use planning making a great combination. The three have been partners for over 20 years and have completed approximately 4 to 8 subdivisions a year in varying size and areas throughout the state. We are a small company currently employing 6 people, but are completely hands on involved in every aspect of a project from selecting properties to purchase, lot layout and design, approvals and infrastructure construction to sales and marketing; we have an in house team of land specialists that exclusively markets our parcels. Bob assembled a great team of professionals that have all been at his side for years, let's meet some of them.

**Bob Lesperence** is NYL&L's Managing Partner. He has been in the land business for almost three decades and has loved every minute of it! He's often overheard saying: "The land business can be quite challenging, but ultimately it's very rewarding to see how owning land improves people's lives. I never tire of seeing the joy on our customers' faces!" He has been with NY L&L since 1996. Bob obtained his bachelor's degree in Environmental Science and Land Use Planning from the State University of New York and has held a New York State Broker's License for over 20 years. He is active in his community serving on both Town and County Planning Boards. He enjoys everything outdoors and can often be found hiking, fishing or hunting with his black lab Coal, at his side. He has two grown children and two granddaughters. Bob resides in Oneonta.

**Alan Lord** is the Acquisitions / Project Manager for NYL&L. His time is spent searching the state for unique properties. Alan will evaluate hundreds of tracts of land before finding one that meets the company high standard for quality and affordability! After obtaining a degree in Forestry and Land Surveying from Paul Smiths College, Alan spent the next 10 years working for several surveying and engineering companies in New York and Massachusetts where he gained experience with large acreage surveys, subdivision evaluation, design and approvals. Shortly before joining NYL&L, Alan obtained his NY State surveying license and has been a licensed land surveyor ever since. For 20 years he has overseen all company acquisitions, subdivision design, governmental approvals and

construction on every one of NYL&L's projects. He grew up here in upstate New York spending a great deal of time in the outdoors camping, hiking, boating, hunting and fishing. Alan obtained a lake front home almost 30 years ago from one of his first projects. He married his wife Maryanne, raised their 3 children and still resides there to this day.

**Donna Vandermark** has been Office Manager with New York Land & Lakes for 20 years and is very thankful for the people she works with and for the great company that it is. Donna is the liaison for our customers from contract to closing. She enjoys listening to customers express their excitement about their land purchase and their amazement of how smooth and easy NYL&Ls make the closing process. Donna volunteers at an ecumenical faith based thrift shop and enjoys bike riding, snow shoeing, walking, Broadway shows and other theatrical performances and working out with Zumba.

**Tammy Kruger** has been coaching NYL&L clients in their land endeavors since 1999. Now managing the team of land specialists at NYL&L, her first love remains connecting her clients with land that feeds their soul, family, portfolio or legacy. She aims to be the top educator of land in New York, as continuous research is applied to her own land investments as well. You may see her chatting with flowers or wildlife in the forest, reading a book by a stream, paddle boarding in a lake, swimming a day away or hammocking (she really wants this to be an acceptable word).

### **A small sample of some of our larger projects through the years**

#### **Weiden Lake Subdivision:**

**Location:** Town of Tusten, Sullivan County, NY

**Size:** 2,500 Acres Divided into 100 Lots ranging in size from 3 to 70 Acres

**Approvals:** Town subdivision approval and NYS DEC permits were required

**New Road:** 2.3 miles of new road was constructed to town specifications.

**Time frame:** Started lot sales in 1999 and finished in 2000

**Number of houses to date:** Last counts there were 46 homes.

Property Owners Association web site [www.weidenlake.org](http://www.weidenlake.org)

#### **Genegantslet Horse Farm**

**Location:** Town of Smithville, Chenango County, NY

**Size:** 1,400 Acres Divided into 72 Lots ranging in size from 5 to 90 Acres

**Approvals:** Town subdivision approval and NYS DEC Storm water were required

**New Road:** No new road was constructed only work to seasonal town roads.

**Time frame:** Started lot sales in 2005 and finished in 2006

**Number of houses to date:** Last counts there were 14 homes.

#### **Pine Island Farm**

**Location:** Town Gilboa, Schoharie County, NY

**Size:** 380 Acres Divided into 38 Lots ranging in size from 3 to 48 Acres



**Approvals:** Town subdivision approval, NYC DEP septic and storm water approval and NYS DEC storm water were required

**New Road:** 3 separate roads totaling 1 Mile of private road and utilities was constructed

**Time frame:** Started lot sales in 2005 and finished in 2006

**Number of houses to date:** Last counts there were 11 homes.

Property Owners Association web site [www.pineislandfarm.org](http://www.pineislandfarm.org)

### **Mohawk Highlands**

**Location:** Towns of Schuyler, Herkimer & Newport, Herkimer County, NY

**Size:** 4,800 Acres Divided into 326 Lots ranging in size from 5 to 200 Acres

**Approvals:** Town subdivision approval, Town Zoning change and NYS DEC storm water were required

**New Road:** 8 Miles of private road and utilities was constructed

**Time frame:** Started lot sales in 2004 and finished in 2008

**Number of houses to date:** Last count there were 49 new home built.

### **Meridale Farms**

**Location:** Town of Meredith, Delaware County, NY

**Size:** 1,100 Acres Divided into 35 Lots ranging in size from 5 to 147 Acres

**Approvals:** Town subdivision approval, NYC DEP septic and storm water approval and NYS DEC storm water were required

**New Road:** No new road was constructed, all lots fronted on existing town roads.

**Time frame:** Started lot sales in 2013 and finished in 2015

**Number of houses to date:** Last counts there were 6 homes.

### **Woodworth Lake**

**Location:** Town of Bleeker & Johnstown, Fulton County, NY

**Size:** 1,118 Acres Divided into 26 Lots ranging in size from 3 to 144 Acres

**Approvals:** Town subdivision approval, Adirondack Park Agency, Army Corps of engineers

**New Road:** rebuilt / improved 5,600 feet of old Boy Scout camp roads.

**Time frame:** Started lot sales in summer of 2015 and finished in fall of 2016

**Number of houses to date:** Last count there were 2 new home and 3 remolded camp buildings.

### **Strawberry Lake**

**Location:** Towns of Lisle & Lapeer, Broome & Cortland Counties, NY

**Size:** 335 Acres Divided into 28 Lots ranging in size from 2 to 40 Acres

**Approvals:** NYS DEC Storm water

**New Road:** 3,000 feet of new road and utilities were constructed

**Time frame:** Started lot sales in October 2016 and finished just finished May 2018

**Number of houses to date:** Last count there was 1 new home and 1 garage started

*Addendum "2" Reference letters from towns of past projects*

## C. Technical Advisors

### Surveyor: Lawson Surveying and Mapping

Robert Lawson, LS Principal  
2959 County Route 8  
Oneonta, NY 13820  
607 432-3300

### Engineer: Steve E. Smith, P.E. Civil & Architectural Engineering

Bobbi C. Trudel, P.E.  
25 West Fulton Street  
Gloversville, NY 12078  
518 725-1555

### Environmental: North Country Ecological Services, Inc.

Stephen George  
25 West Fulton Street  
Gloversville, NY 12078  
518 725-1007

### Forestry and Resource Management:

Brian Bower, CF  
305 CR 20  
Cairo, NY 12413  
518 622-9362

## D. Schedule of Completion for Plans, Studies and Legal Documents

**Field Work** – all survey field work, soils investigations and natural resource studies were completed between October 2017 and September 2019

**Wetlands** – Maps and report have been submitted to the USACE for review of the wetland flagging

**SHPO Application** – A letter was received on September 25, 2018; stating based upon their review our project will have no impact upon cultural resources in or eligible for inclusion in the State and National Register of Historic Places. (Project Review # 18PR06226 # A2018-0034). A copy of his letter is attached as *Addendum "3"*.

A map found in the town records entitled "The Town of Northampton & Village of Northville Eligible Properties for Historic Designation" dated November 17, 2009 (*see Addendum "4"*) does not show anything on our property or abutting properties that is registered, Designated, Eligible, Potential, or Potentially Eligible for historic designation.

## E. Project Description

**1) Site Description:** The property is 1,169.635 acres located in both the Towns of Northampton (1158.693 acres) and Mayfield (10.942 Acres) running along both sides of Collins Gifford Valley Road for approximately a mile and half, encompassing a 100 acre (+/-) impounded lake known as Woodward Lake (WL) located on the east side of the road. The property is almost all woods which were logged in the mid to late 1990s. The lake is located around 800 feet in elevation and the property extends up the mountains to the west side of the road to around 1,900 feet in elevation. There is an abandoned road named Robert Sweet Road which heads west off of Collins Gifford Valley road thru the property to a small seasonal cabin on the mountain behind our property. The only structures on the property are a one story ranch house built in 1997; tennis courts built around the same time period; and the dam which forms Woodward Lake.

The lake was constructed to facilitate float plane access into an "Adirondack Great Lodge" that was to be built on the property. However, the lodge was never constructed and it is rumored that the float plane access was hampered by down drafts coming off of the adjacent mountains. The Winne family owned the property from the 1930's to the 1980's and many of the locals refer to it as "Winne's Pond". The property was then sold to a real estate investment firm which submitted an application in the late 1980s to the APA to develop the property, that plan was never completed and the property was just split in half and sold. Around 1997 the owners of the property on the east side of Collins Gifford Valley Road with the lake built a single story ranch home and tennis courts near the north end of the lake. The west side of the road was purchased by a logger and the timber was cut, and then in 1998 the land was sold. In the end Alan Jaffe was able to purchase both parcels putting them back together for a total of 1,169 acres.

**3) The Dam:** The Woodward Lake Dam (DEC#188-0783) is a "B" Hazard Dam which was built around 1928. The dam was last inspected by the DEC Dam Safety Unit on January 14, 2016. Several deficiencies were found. See Letter attached as *Addendum "16"*. An Engineering Assessment and a new Emergency Action Plan will be developed by WLP and routine maintenance items will be performed when weather allows in the spring of 2020. This dam has been and will continue to operate as a "run of river" structure.

**4) Project components:** WLP's plan to subdivide the property into 37 large acreage parcels utilizing the existing road through the property and a new road that will be built approximately 3,000 feet long to access parcels along the east side of the lake. Approximately 130 Acres including the lake, dam and wetland area to the south end of the lake will be owned by a property owners association so all lots will share in ownership. Parcels will range in size from 5 to 200 acres and will be sold as vacant land so individual lot purchasers will decide if and when any improvements take place on their parcel. The existing house and tennis courts on property will be sold on an individual parcel.

**5) Development Schedule:** This project will consist of a single phase; timing is contingent upon receipt of subdivision approval. We hope to start construction of new road (Woodward Drive) on east side of the lake during the 2020 construction season. Marketing is anticipated for early fall of 2020.

**6) Buildout of occupied units by year:** NYL&L will not build any new dwellings on any of the proposed lots. All parcels will be marketed as vacant recreational and vacation properties. The build-out rate on typical NYL&L projects is very slow. Based on the build-out rate of past NYL&L projects, approximately 1-2 parcels will be built on per year.

**7) On Site Infrastructure:**

**a. Common Areas** - Woodward Lake Drive, Woodward Lake, a driveway, parking area for about 7 vehicles and the dam will be owned in common by a property owners' association which will be formed by WLP and made up of all the individual lot owners within the subdivision. The area of the common area at the northeast corner of the lake will provide access to Woodward Lake for the members of the association. A small dock will be installed in this location. See Pages C-101 through C-115 for the locations approved by APA personnel and page C-504 for dock details. Only those individuals who purchase a property within the subdivision will be eligible for a membership in the Association. There will be no public access allowed to the lake. The Association will be responsible for the maintenance of Woodward Lake Drive, the common area and the dam; a total of over 175 acres.

The property owners' association documents must be approved by the New York State Office of the Attorney General. This documentation will be submitted to the AG upon receipt of project approval from the APA. No lots will be offered for sale until approval is obtained from the AG's office for the formation of the association. A copy of the draft By-Laws and Rules & Regulations are attached hereto as *Addendum "5"*.

**b. Utilities** - Electric is supplied to the property by National Grid, a local public utility company. Electric is currently on Collins Gifford Valley Road and serves the existing house; it also runs along High Rock Road. New overhead Extensions will be run along Collins Gifford Valley Road and new extensions will be run from High Rock road down the newly constructed Woodward Lake Drive. National Grid has met on site and their policy is to extend along town roads with overhead service, the customers can then choose whether to service their residence with overhead, underground or combination of both.

Telephone lines currently serve the property and are owned and maintained by Frontier Communications Company.

**c. Water, waste water, and storm water management** – Drinking water will be obtained through individual wells installed at the landowner's expense. On site sewage disposal will be handled through individual on-site septic systems installed at the landowner's expense. Soils tests performed on each proposed parcel by Smith Engineering indicate that each parcel will support a conventional on-site sewage disposal system. See *Plan Sheet C-402* for soil test information. An Erosion and Sediment Control Plan has been prepared by Smith Engineering to address sediment and erosion control at each proposed building site. See *Plan sheet C-503* for storm water information and controls. As previously mentioned, all lot improvements will be handled privately on each lot with each individual lot owner being responsible for the construction and maintenance of their facilities.

**8) Off-site Infrastructure:** This project will not require any off site infrastructure improvements.

**9) Development Costs:**

- a) Survey, Design, Engineering and permitting - \$250,000.00
- b) Site preparation – \$100,000
- c) Infrastructure
  - Road improvements and Driveways - \$300,000.00
  - Water supply – Individual wells are the responsibility of lot purchaser
  - Waste Water - Individual onsite septic are the responsibility of lot purchaser
  - Storm water Management - Individual onsite designs for each parcel
  - Electric – \$200,000.00
- d) Principle building and accessory structures – No new construction is planned

**10) Estimated Property Values:** Currently the 1,169 acres with improvements is assessed for \$522,400. Once the subdivision lots are reassessed as individual parcels, tax records indicate that smaller parcels in town without lake frontage are assessed around \$1,000.00 / acre; which would more than double the assessed value of the property. As landowners slowly improve their parcels the assessed value will also increase accordingly.

The value of the lots concentrated around the lake is what makes the project feasible. For example, a 5 acre parcel located on the water would be valued at approximately 88% more than the same 5 acre parcel with no water frontage.

**11) Projected Employment:** New York Land and Lakes is a New York state small business currently employing eight people in Oneonta, NY. This is a very large project for NYL&L and will require the hiring of several additional personnel to assist in the marketing of the lots. In addition, NYL&L has contracted with local surveying; engineering and environmental companies to complete the plans for this subdivision. It is expected that the owners of these new properties will seek the services of these firms if they elect to develop their property further. At the rate of build out outlined in #6 above, additional employment opportunities will arise from the construction of homes. This home construction will lead to subsequent employment opportunities such as property service contractors etc. The Association will employ contractors and subcontractors to do repairs and maintenance to the road, lakes and common area.

**12) Future Development:** The Woodward Lake subdivision encompasses the entire parcel of land being purchased by NYL&L. All lots within the subdivision will be deed restricted against any further subdivision so there will be no future development with the exception of individual lot improvements. Furthermore, the deed restrictions will prohibit more than one dwelling, commercial and industrial uses. A copy of the proposed Protective Covenants is attached hereto as *Addendum "6"*.

**13) Open Space:**

The land to be owned in common by the Association, an area consisting of Woodward Lake and a large area to the south of the lake encompassing wetlands and a stream corridor which feeds

the lake totals 170 +/- acres. This area will remain forever undeveloped and is considered open space.

The proposed Protective Covenants will prohibit the construction of more than one dwelling on each parcel. If each lot is built on and assuming one acre of land is used for such building, only 36 of the 983.87 acres (the total acreage of all the lots less the lake and proposed road) will ever be developed. (One lot is already developed). That forever protects more than 947 acres of land.

*The remaining acreage, over 1,128 acres or 97% of the land, will remain undeveloped.*

The area of lots 2, 3, 7, 8 & 11 outside the building envelopes make up around 630 acres +/- . This acreage will remain undevelopable. To address the future use of this “undevelopable” acreage, WLP has prepared a Forest Management Plan (FMP) to guide future owners of these five parcels in the proper management of their property for forest product production and wildlife habitat. These FMP’s, prepared jointly by forester Brian Bower and ecological consultant North Country Ecological Services Inc., outlines the steps required to ensure the proper stewardship of the forest ecosystem of these large acreage lots on the Woodward Lake project. By adhering to this plan, each property owner will promote quality wildlife habitat and the sensible utilization of the forest resource to insure future forest productivity and healthy wildlife populations. A copy of the Woodward Lake Forest Management Plan is attached hereto as *Addendum “7”*

WLP chose to keep the westernmost portions of lots 2, 3, 7, 8 & 11 that fall outside building envelopes in separate ownership for a variety of reasons; 1) if those five parcels were a smaller acreage (for example 10 – 15 acres in size) and the remaining acreage were to be held in common by the Association, the value of the smaller lots that would remain would be far less than if the acreage were to be included. It has been the past experience of WLP that smaller lots that border larger tracts of commonly owned land do not have nearly the value of the larger acreage that does not border large tracts of commonly owned land. 2) The potential for mismanagement of the forest is much greater if the property is owned in common by a group of property owners who may not agree on how the forest should be managed or is managed uniformly as one unit. 3) to have that 630 +/- acres in separate ownerships might result in the forest developing more bio diversity through numerous owners managing their forests differently on different schedules. It is common knowledge that forested properties often benefit from selective timber harvesting thereby promoting new growth for browse and cover.

WLP will also encourage those buyers of these larger (50+ acre lots) to develop a Forestry Plan and apply for eligibility under the NY State 480A program. This worked very well with the Woodworth Lake Subdivision where several of the buyers of 50+ acre parcels were able to contact our forester, Brian Bower, to easily convert the FMP provided to them into acceptable Forestry Plans under 480A. All FMP’s prepared by Brian Bower will incorporate NY State Forestry Best Management Practices for Water Quality

**F. Land use:** The property falls in two land use classifications under the Adirondack Park Agency rules; Resource Management and Rural use. (See map attached as *Addendum “8”*) There are approximately 580 +/- acres in the Rural Use area, requiring an average of 8.5 acres for a principal building and allowing for 68 potential building sites thereon. Approximately 589 acres +/- are in the

Resource Management area, requiring an average of 42.5 acres for a principal building and allowing for 13 potential building sites thereon. Added together, there are a total of 81 potential building sites under APA regulations.

The Town of Northampton updated their zoning regulation in 2016 to be more in line with the APA land use classifications and regulations. Inadvertently, the entire WL property ended up in the Resource Conservation District, allowing 1 principal building for every 45 acres. With 1,158.69 acres in the Town of Northampton, this would allow for 25 potential building lots. The Town was surprised to discover this, as they never meant to be more restrictive than the APA regulations. A zoning area variance was granted reducing the area requirement to 30 acres for a principal building, thus allowing for 38 potential lots.

The area in the immediate vicinity of the project is rural residential in nature; Woodward Lake is less than 2 miles out of the village of Northville and has small lots with mostly residential uses to the north and east sides of the property. A large stone quarry with blasting and truck traffic is located ½ mile to the north of the property, but the western side of the property is vacant forest largely owned by the State of New York. The Northville Lake Placid Trail enters in the state land along the southern edge of this property.

An APA land use map to show abutting public and private ownership is attached hereto as *Addendum "8"*

Land Uses within 0.5 mile of the project include: Commercial/Utility; Residential/Single Family; Multi-Family; Seasonal Residential; Vacant/Forestland; NY State Forest land. The map attached as *Addendum "17"* shows the land uses surrounding the Woodward Lake Property

**G. Transportation and Traffic:** Woodward Lake is located approximately 60 miles north west of Albany, NY, about 2 miles northwest of the village of Northville and 30 miles north of the NY State Thruway exit 27 (Amsterdam). Access to the project is via NY State Route 30 which is a state maintained highway leading north out of Amsterdam along the west side of The Great Sacandaga Lake into the Adirondack region. Average daily traffic counts for NYS Route 30 are 5,500 headed south of Northville and 2,600 going north from Northville. There are four different ways to access the project site; Collins-Gifford valley road from the south off of County Route 123, Collins-Gifford Valley Road from the north off NYS Route 30, High Rock Road off of NYS Route 30, or Gifford Valley Road from NYS Route 30. Collins-Gifford Valley Road is a paved road off of NYS Route 30 south to our property and then turns to a gravel year round town maintained road thru the property.

**H. Public Services:** Most of the purchasers at Woodward Lake will be using the property for recreation (hunting/fishing etc..), second homes or retirement (year round) homes. These types of landowners tend to frequent their property only on weekends and rarely enroll children in local school systems thereby limiting the impacts to local services when compared to the demands of year full time round residents.

-School District -       Northville Central School District  
                                  131 S. 3<sup>rd</sup> Street  
                                  Northville, NY 12134  
                                  (518) 863-7000

- Electric – National Grid  
20 Hill Street  
Gloversville, NY 12078  
(518) 775-2820
- Telephone – Frontier Communications  
3 Gilbert Street  
Amsterdam, NY  
(585) 554-9602
- Fire – Northville Fire Department  
182 South Main Street  
Northville, NY 12134
- Ambulance – Northampton Ambulance Service  
112 south second Street  
Northville, NY 12134
- Police – Fulton County Sherriff Department  
2712 State Hwy 29 P.O. Box 20  
Johnstown, NY 12095  
(518) 736-2100
- Health Care - Nathan Littauer Hospital  
99 E. State Street  
Gloversville, NY 12078  
(518) 773-5729
- Solid Waste – Northville Transfer Station  
Northville-Edinburg road  
Fulton County Department of Solid Waste  
P.O. Box 28  
Johnstown, NY 12095  
(518) 736-5501

**1. I. Local Planning Board Involvement:** The Town of Northampton has a law pertaining to the subdivision of land as well as a zoning ordinance and the Woodward Lake Subdivision will require approval from the Town of Northampton Planning Board. The WL project was discussed with the Town of Northampton Planning Board at their May 5 2018 and November 14, 2018 meetings. At the initial meeting with the planning board, “Conservation Subdivision” design was discussed and was determined that it didn’t really meet our vision or customer demands for this site. On June 27, 2018, a variance was granted by the Town of Northampton Zoning Board of Appeals to reduce the area requirement in the Resource Conservation Zone of 45 acres per principle dwelling down to 30 acres per principle dwelling. Adopted minutes of all relevant Planning Board and Zoning



Board of Appeals minutes can be found on the Town of Northampton's website  
<http://www.townofnorthampton.com/meeting-minutes/>

## **LEGAL PERMITS, APPROVALS AND AGREEMENTS**

### A. State and Federal Permits and Approvals

- NY State Office of the Attorney General (Association)
- Army Corps (Driveway crossing) - USACE reviewed the project on October 9, 2019. A copy of the Wetland Delineation Report was provided to them on January 23, 2020. See letter attached as Addendum 17
- NY State Dept of Law – formation of the Property Owners' Association

### B. Local Government and Regional Approval Documents

- Northampton Planning Board - Subdivision approval
- SEQR – Applicant has prepared a Long Form EAF to be submitted to the Lead Agent for a SEQR determination. (See Addendum 11). ***It should be noted that the Town of Northampton Planning Board believes that the APA will be lead agency with regard to SEQR.***

### C. Legal documents, Agreements

- Woodward Lake Property Owners' Association, Inc. By-Laws and Rules & Regulations (*see Addendum "5"*)
- Woodward Lake Protective Covenants (*see Addendum "6"*)
- Proposed Deeds (*see Addendum "9"*)
- Current Deed (*see Addendum "10"*)
- Proposed Easements & Rights of Way

A twenty five foot easement will be reserved for a hiking trail to be used for access from Collins-Gifford Valley Road to the State Land situated to the west of WL. When WLP went before the Northampton Planning Board, several Board members expressed an idea to allow access to the State land where there was a lookout that provided views to toward Sacandaga Lake and its surrounding valley. WLP is amenable to the idea and will reserve the right to grant this easement to whoever is willing to accept it in the future. This easement will be twenty five (25) feet in width and will commence where the former Robert Sweet Road (now abandoned) intersects with Collins – Gifford Valley Road and will run westerly along Robert Sweet Road to the end of the WL property then along the back boundary of the WL property north westerly then northerly to the State Land. This proposed easement is shown on the project plans made a part hereof

There will be a twenty (20) foot easement granted to the Property Owners Association across lot 21 to access the dam for repairs and maintenance. This easement is shown on the project plans made a part hereof.

Utility easements will be granted along National Grid where required for electric service extensions

Some lots will require easements to allow for commonly shared driveways

## **ENVIRONMENTAL STUDIES & REPORTS**

**APA Qualitative Biological Survey** Prepared by North Country Ecological Services made a part hereof

### **ALTERNATIVE DESIGNS**

#### **Alternative # 1 - Conventional Style Subdivision.** (See Addendum # 12)

This plan proposed sixty +/- lots which would have involved constructing approximately 2 miles of new road. It would have a new 3,000 foot cul-de-sac road on the east side of the lake with mostly 5 acre parcels; plus a new thru road on the west side of Collins Gifford Valley Road running parallel with it on a shelf about 1,000 feet to the west. It would have mostly 5 acre parcels between the two roads and larger 50 – 100 acre parcels to the west of the road where slopes are too steep to build. The lake would still be owned by a property owners association and all lots would have access.

This plan was rejected for the following reasons: 1) the high costs of the infrastructural development that would be required 2) the impacts associated with such a high density plan on a site with challenging natural features, large wetlands areas were identified on the flatter shelf areas to the west of Collins Gifford Valley Road where the new road and building sites would go. 3) A major zoning change would be required from the Town of Northampton to go from the 25 allowable lots to 60 didn't seem like a reasonable request

#### **Alternative # 2 - Traditional "conservation" subdivision**

A "conservation" style or cluster design was also looked at for the Woodward Lake project. This design involved clustering the 37 allowable lots under the Town of Northampton Zoning Variance on the west side of Collins Gifford Valley road as suggested by several comment letters received by the APA. Several cul-de-sac roads would be constructed off the west side of Collins Gifford Valley Road to the flatter areas. They would consist of small lots with the balance of the property owned in common and maintained in perpetuity as open space.

Many developers choose this style of subdivision design in urban and suburban areas as a way of reducing development costs and preserve open space in areas that don't have large areas of open space such as State land and parks. They get the benefit of concentrating the development to smaller parcels than normally allowed by zoning regulations thereby reducing the costs to run sewer, water and building roads. Also, these areas of high density, or cluster development typically coincide with the areas on the site that are the most developable in terms of slope, soils and wetlands.

Site limitations and infrastructure – The Woodward Lake property is not currently served by either a municipal water or sewer system nor is either available in close proximity to the property. If such municipal systems were to be built, the costs would far outweigh the feasibility of such an undertaking for just thirty seven lots. An on-site sewer system to serve all thirty seven lots would require a very large area of suitable soil and a discharge point for treated effluent. In this case the better soils are down low next to the lake and the discharge would be into the lake or stream leading

out of lake. In lieu of a municipal or private sewage system, individual on-site septic systems would be required for each of the smaller lots also requiring suitable soils; which were found to be down closer to the lake, for a conventional in-ground system while maintaining separation requirements from wells, lots lines and the new home.

**Economic** – It has been the experience of New York Land & Lakes that in rural settings such as Woodward Lake Subdivision, buyers spend substantially less for a small acreage lot with the ability to use hundreds of acres of commonly owned land shared with the other property owners. This idea is most effective in more urban settings where the use of large tracts of open space is rare and adds significantly to the value of the parcel being offered. Public lands are abundant and very evenly distributed within the Adirondack Park and provide for diverse recreational opportunities.

**Marketing** – The targeted market for these lots are individuals seeking large acreage for rural country living and recreation uses that they enjoy on their own property. They seek the personal privacy that large acreage parcels provide. These individuals purchase land for a second home, retirement home, recreation or investment. These individuals are typically from a major metropolitan area such as NY City, major cities in New Jersey, Boston and locally Albany. The main reason people will travel several hours from these major metropolitan areas is to avoid “being on top of their neighbor”. It has been the experience of New York Land & Lakes over the last twenty five years doing business in upstate New York that small lots at premium prices with high maintenance or common fees are not attractive to these buyers.

This plan was rejected for the following reasons: 1) after additional wetland delineation was done by North Country Ecological Service on the west side of Collins Gifford Valley Road as shown on the attached plans several of the flatter areas off the west side of the road were discovered to be designated wetlands 2) The farther you went back off Collins Gifford Valley Road to the west the soils got shallower and tighter making unsuitable locations for septic systems. The better deeper soils are located in the valley around the lake. 3) The final design of a traditional style cluster plan would create lots that do not meet the target for this real estate market location and 4) The high cost to install central sewer and water facilities either privately or municipally would far outweigh the scope of this project

**Alternative # 3 – No new road construction (See Addendum # “13”)**

This plan gave us the 24 allowable lots under The Town of Northampton Zoning regulation and kept costs to a minimum with no major infrastructure costs. Each lot would have its own road frontage and be responsible for their driveway construction. By far this was the simplest plan for us as the developer. This plan was rejected because of the numerous flag lots that would be created. These types of lots would require long driveways and power extensions to get to building areas. These types of lots also tend to be more difficult to sell are valued substantially less than traditionally shaped lots.

**Alternative # 4 - Current Design – Modified “Conservation” Subdivision (See Addendum # “14”)**

In our first pre application meeting on a previous project with APA personnel, Mark Rooks, APA Ecologist, provided several maps showing how the various Ecological Influence Zones would look

when comparing current conditions with several different development approaches. Mr. Rooks suggested that if most of the proposed development could remain as close to the existing intrusions as possible, ie: the existing road and infrastructure, or within a corridor which would roughly follow the existing roads, environmental impacts could be minimized.

When all the site data for this property: topography, wetlands, soils, Biological study, water courses etc., was compiled, it became evident that the best plan would be to incorporate Mr. Rooks' idea and cluster the development along the road corridor and smaller blocks where the impacts overlap in a conservation style or modified cluster subdivision. The town road already exists through the "corridor", therefore minimizing the new impacts.

This plan would keep the majority of the building sites within the existing town road corridor and clustered on 130 acres on the east side of the lake where slope, soils, and wetland buffers would allow for building sites. With this "modified cluster" plan, a compromise could be achieved between allowing the privacy and recreation that customers are looking for with a larger lot design, while minimizing the environmental impacts by concentrating new development in an area that would entail the least amount of intrusion to the ecosystem. It leaves around 700 acres (60 percent) of the 1169 acres untouched in seven large lots, achieving open space with the modified cluster plan by the use of deed restrictions prohibiting more than one home and further subdivision. Also, with this plan, Woodward Lake along with sensitive wetlands and stream corridor another 170 Acres would be owned in common by an Association with a strong organization and regulations to insure the future well being of the water body and wetland areas.

This is the design chosen by New York Land & Lakes for the following reasons:

- 1) The Biological Survey provided by NCES identifies significant habitat, wetlands, watercourses and wildlife travel corridors. The current plan avoids wildlife travel corridors and protects wetlands and watercourses by designing building areas away from these resources and by limiting the amount of development that can occur in perpetuity through the establishment of building envelopes and Protective Covenants. These measures have been proven to work effectively on other projects completed by the applicant. .
- 2) It would achieve the type of end product (lots) that the market is looking for in this area while reducing to the maximum extent possible the impacts to the surrounding ecosystem
- 3) The end result of thirty seven large acreage parcels would provide an adequate return to the company
- 4) Keep the ownership of Woodward Lake in one ownership, a Property Owners' Association, thereby ensuring the future well being of the water body, wetlands, and dam
- 5) Minimize the impacts as much as possible to the property's wetlands, watercourses and wildlife by identifying areas that allow for residential development on substantial acreages or in smaller areas on carefully selected and well designed sites.
- 6) Leaves a huge amount of open space between the lake and wetlands plus the seven large lots. In addition, the Protective Covenants proposed would restrict more than one dwelling on each lot as well as preclusion for further subdivision thereby protecting the area outside the

“building envelopes” in perpetuity from further development. In essence, this would protect approximately 1,128 acres of the 1,169 as open space.

- 7) Where feasible, proposed driveway lengths have been minimized and combined with adjacent lots to reduce overall impacts.

**Further Mitigation Measures supporting the current plan:** In addition to preserving a substantial amount of open space, the following measures are proposed to further mitigate any impact the proposed subdivision will likely have on Woodward Lake and its surrounding ecosystem:

- to reduce impacts to submerged and floating wetland vegetation and to limit noise and water pollution, no internal combustion engines will be allowed on WL. Only electric powered motors with a thrust of no greater than fifty (50) lbs will be allowed

- carefully designed building sites have been identified on each lot. These sites fall within a building envelope within which all development must occur. These building envelopes are placed so as to minimize impacts to wetlands, watercourses and wildlife habitat. Building envelopes are also located to eliminate development on steep slopes. The uses allowed within and without the building envelopes are outlined in the Protective Covenants found in *Addendum “6”*. All buildings and onsite sewage disposal systems will be a minimum of 100 feet from any water body. Where possible, building envelopes will be set back a minimum of 200 feet from the mean high water mark of WL.

- under APA Land Use guidelines, the Woodward Lake Subdivision would support 68 potential building sites in the Rural Use Zone and 13 in the Resource Management Zone for a total of 81. *WLP is proposing just 37 sites.*

- to reduce impacts to the lake shore, a restriction will be placed on lakefront lots whereby an owner cannot clear trees and vegetation except for a path in a location designated on the plans. This will allow a landowner to clear a narrow path from the building envelope to the lake shore in a way that minimizes disturbance to the forest.

- to further protect Woodward Lake, no docks will be allowed on any lots other than those lots approved by APA staff and in locations as shown on the plans. Any such docks shall be no more than 100 square feet in size.

- all lots were laid out to avoid wildlife travel corridors as outlined in the Biological Survey submitted by NCES.

- A setback of a minimum of one hundred feet will be maintained from perennial and intermittent streams as well as all wetlands for septic systems.

- A setback of at least fifty (50) feet will be maintained from any perennial or intermittent stream for new home construction

- no homes are proposed to be built within one hundred (100) feet of the mean high water mark of Woodward Lake.

### **Acquisition By NY State**

During the public comment period, a letter from the Adirondack Council was received which contained a reference to past interest by the State of New York to buy the WL property. Based on this reference, Rocci Aguirre from the Adirondack Council was contacted to obtain more information. Mr Aguirre provided a contact at DEC, Carolyn Wiggin, who was then contacted. Email correspondence with Ms. Wiggin is attached hereto as *Addendum “15”*. Ms. Wiggin stated

that NY State might have an interest in obtaining the property but that the process might take many years to complete. The acquisition process was explained and time frames were discussed if the state were to pursue the acquisition. She further explained that the process is very cumbersome and there are no guarantees such a purchase would ever come to fruition but other transactions were facilitated by having an interim buyer come in such as the Nature Conservancy to purchase the property to hold onto until the State could finalize their acquisition process. She explained that she would have the DEC Supervising Forester, Mike Mulligan, evaluate the property for possible inclusion into the State Forest Preserve. Mr Mulligan was given permission in December of 2018 to walk the property. As of January of 2020, no further contact was received from DEC. WL Properties has considered the sale of the property to the State of New York, but the way the State's acquisition process works makes it nearly impossible to even consider. There is no negotiation on price, no time frame for closing (Ms. Wiggin said 6-8 years is not uncommon). Who pays the taxes during that time? The property would still require a subdivision as the State would not purchase the house and dam leaving a property with nice home encumbered with a medium hazard dam. With all the liability and responsibility associated with owning a dam that would be a difficult property to sell.

## **ADDENDA & ADDITIONAL REPORTS**

### **Project Plans & Construction Details**

#### Drawing Index

1 & 2	Subdivision Plat
G – 101	General Subdivision Plan & Site Plan Sheet Index
C – 101 thru C – 115	Site Plans: Lots 1 – 37 & Common Areas
C – 201	Woodward Lake Road Plan
C – 202	Woodward Lake Road Profile
C – 301	Woodward Lake Road Erosion & Sediment Control Plan
C – 401	Typical Lot Development Plans
C – 402	Soil Profiles, Perc Test Results, Absorption System Design Criteria
C – 501	Temporary Construction Entrance, Bridges, Roads, Retaining Walls, Sequence of Construction
C – 502	Typical Bridge, Culvert, Road, Driveway Details
C – 503	Storm Water Management and Erosion & Sediment Control Details & Specs
C – 504	Drilled Well, Pipe Installation, Dock Details, Water & Sewage System Notes, Septic System Maintenance
C – 505	On-Site Wastewater System Absorption Trench Requirements, Sections, Details & Specs
C – 506	On-Site Wastewater System Tanks, Pumping and Miscellaneous Details

### **Addenda**

1. Articles of Organization for Woodward Lake Properties LLC

2. Reference Letters and Completed Surveys of Past Projects
3. Correspondence from SHPO
4. Properties Eligible for Historic Designation
5. Property Owners' Association By-Laws and Rules & Regulations
6. Protective Covenants
7. Sample Forest Management Plan
8. APA Land Use Map
9. Proposed Deed of Conveyance for Lots
10. Deeds of Conveyance into Woodward Lake Properties
11. SEQR Environmental Assessment Form (Long Form)
12. Alternative Plan #1
13. Alternative Plan #3
14. Current Plan
15. Correspondence Regarding NY State's Interest in Purchasing Woodward Lake Property
16. Inspection Letter from DEC's Dam Safety Unit
17. Map showing Land Uses around Woodard Lake

**APA Qualitative Biological Survey**

**ARTICLES OF ORGANIZATION  
OF  
WOODWARD LAKE PROPERTIES LLC**

Under Section 203 of the Limited Liability Company Law

THE UNDERSIGNED, being a natural person of at least eighteen (18) years of age, and acting as the organizer of the limited liability company hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York certifies that:

**FIRST:** The name of the limited liability company is:

**WOODWARD LAKE PROPERTIES LLC**

**SECOND:** To engage in any lawful act or activity within the purposes for which limited liability companies may be organized pursuant to Limited Liability Company Law provided that the limited liability company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.

**THIRD:** The county, within this state, in which the office of the limited liability company is to be located is OTSEGO.

**FOURTH:** The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

BOB LESPERENCE  
297 RIVER ST STE 3  
ONEONTA, NY 13820

**FIFTH:** The limited liability company designates the following as its registered agent upon whom process against it may be served within the State of New York is:

BOB LESPERENCE  
297 RIVER ST STE 3  
ONEONTA, NY 13820

**SIXTH:** The limited liability company is to be managed by: ONE OR MORE MEMBERS.

**SEVENTH:** The existence of the limited liability company shall begin upon filing of these Articles of Organization with the Department of State.

**EIGHTH:** The limited liability company shall have a perpetual existence.



**NINTH:** The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

RODERICK MACALPINE, MEMBER (signature)

---

RODERICK MACALPINE , ORGANIZER  
3744 TORREY PINES WAY  
SARASOTA, FL 34238

**Filed by:**  
RODERICK MACALPINE  
3744 TORREY PINES WAY  
SARASOTA, FL 34238

**FILED WITH THE NYS DEPARTMENT OF STATE ON: 11/01/2017  
FILE NUMBER: 171101010433; DOS ID: 5227955**

Addendum "2"

November 08, 2007

Person or Party of Concern  
c/o Alan Lord  
New York Land & Lakes  
839 State Highway 7  
Unadilla, New York 13849

To whom it may concern:

This letter is to state the following facts and opinions:

I have been the Town Supervisor of the Town of Smithville, County of Chenango, since January, 2004.

During my tenure in this position, Smithville Planning Board and Town Board worked with Al Lord and NY Land & Lakes to create a subdivision in the Town, which is known as Genegantslet Horse Farm.

The project consists of approximately 1700 acres divided into some 72 parcels varying in size from under 5 acres to over 50 acres.

In my opinion the experience has been positive in all respects and of benefit to the Town.

For example, in the year the subdivision went onto the tax roles, town assessed valuation increased by approximately an extra million dollars.

NY Land & Lakes and Al Lord have been cooperative and easy to work with in all regards.

If I can answer any questions, please do not hesitate to contact me.

Sincerely,

Allan I. Johnson

269 County Road 3  
Smithville Flats, NY 13841  
Phone: 607-656-4466



**Office of the Supervisor  
Town of Tusten  
P.O. Box 195  
Narrowsburg, NY 12764  
(845)252-3668  
[bjohnson@tusten.org](mailto:bjohnson@tusten.org)**

January 17, 2008

Mr. Alan Lord  
New York Land and Lakes  
839 State Highway 7  
Unadilla, NY 13849

Dear Mr. Lord,

This letter is a follow up of our recent phone conversation regarding your development of the Weiden Lake area in the Town of Tusten.

I am pleased to reiterate to you that the development of Weiden Lake has had and still does have a positive impact on the Town of Tusten. As one of the major land developments in the Town of Tusten the manner in which your company handled this and the communication with the Town resulted in a development that has a strong property owners association that continues to oversee the property and maintain it in a manner that is consistent with the rural character of the Town of Tusten.

The development of Weiden Lake was recently used as an example of the type of development that the Town of Tusten desires as its comprehensive plan was updated and presented to the residents of the town.

The process that led to the development was also a good learning experience for the Town Board and Planning Board on what measures to institute in future land management.

Please feel free to contact me or use the Town of Tusten as a referral should anyone desire to speak further on this issue.

Sincerely,

  
Bernard R. Johnson

March 23, 2008

To Whom it May I Concern:

My name is Robert Hofmann. I am a partner in Cheshire Valley Farms a dairy and crop operation in the Oxford area.

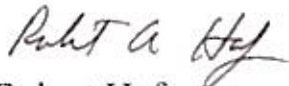
We have had two occasions in the recent past in working in conjunctions with NY Land and Lakes to procure crop land. The first farm being the Urda farm located in Smithville Flats, NY. We had not been renting the land from the previous owner and after the sale of the property, NY Land and Lakes was more than helpful assisting us in contacting the new owners.

The second farm, being the Riverview Farm located in Greene, NY. We had previously been renting this property for the prior 10 years from the Estate of the previous owner. After the sale of the property, NY Land and Lakes again assisted us in contacting the new owners and encouraged the new owners to allow us to continue to rent the property.

Being a farmer, I hate to see any land divided, but, I believe that NY Land and Lakes sincerely wish to see the land remain productive.

If you have any questions, please refer them to Allan Lord at NY Land and Lakes and if need be he will have me contact you.

Sincerely,



Robert Hofmann  
Cheshire Valley Farms



## Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO  
Governor

ROSE HARVEY  
Commissioner

September 25, 2018

Mr. Alan Lord  
Project Manager  
New York Land and Lakes  
297 River st Suite 3  
Oneonta, NY 13820

Re: APA  
Woodward Lake Subdivision  
Collins Gifford Valley Road, Northampton and Mayfield, Fulton County, NY  
18PR06226  
#A2018-0034

Dear Mr. Lord:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the New York State Office of Parks, Recreation and Historic Preservation's opinion that your project will have no impact on archaeological and/or historic resources listed in or eligible for the New York State and National Registers of Historic Places.

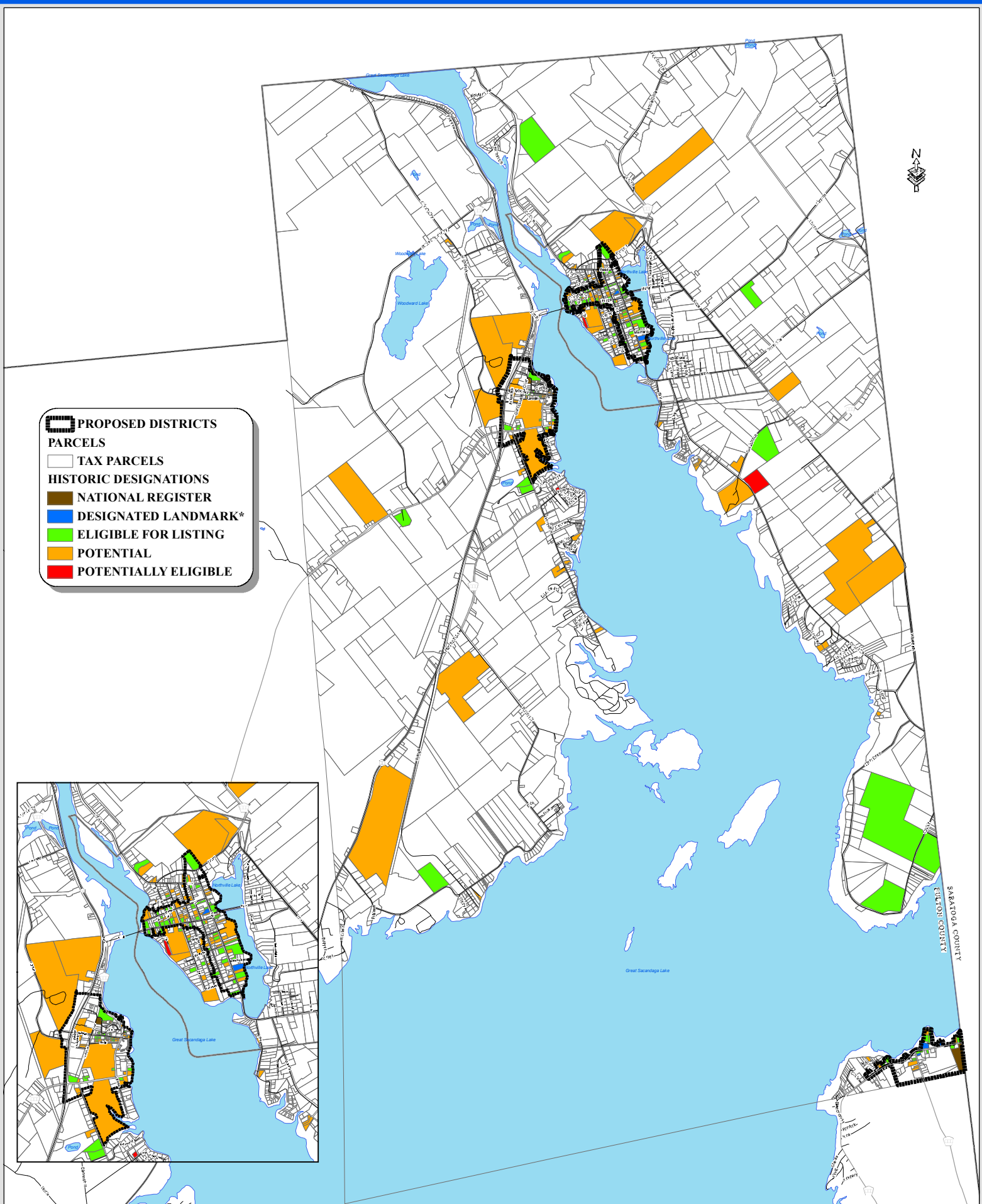
If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

A handwritten signature in blue ink that reads "Michael F. Lynch".

Michael F. Lynch, P.E., AIA  
Director, Division for Historic Preservation





**TOWN OF NORTHAMPTON & VILLAGE OF NORTHVILLE  
 ELIGIBLE PROPERTIES FOR HISTORIC DESIGNATION**

11/17/2009

Addendum "5"

WOODWARD LAKE  
PROPERTY OWNERS' ASSOCIATION INC.

BY-LAWS, RULES AND REGULATIONS,  
PROTECTIVE COVENANTS & ANNUAL BUDGET

August 1, 2019

Sponsor: Woodward Lake Properties, LLC  
155 Main Street, Suite D  
Oneonta, New York 13820  
607-353-8068

BY-LAWS  
OF THE  
WOODWARD LAKE  
PROPERTY OWNERS' ASSOCIATION, INC.

August 1, 2019



## TABLE OF CONTENTS

ARTICLE I.	NAME, LOCATION AND PRINCIPAL OFFICE
ARTICLE II.	DEFINITIONS
ARTICLE III	PURPOSE
ARTICLE IV.	APPLICABILITY
ARTICLE V	USE OF FACILITIES
ARTICLE VI.	MEMBERSHIP AND VOTING RIGHTS
Section 1.	Membership
Section 2.	Suspension of Membership
Section 3.	Transfer of Membership
ARTICLE VII.	QUORUM, PROXIES AND WAIVERS
Section 1.	Quorum
Section 2.	Vote Required to Transact Business
Section 3.	Right to Vote
Section 4.	Proxies
Section 5.	Waiver and Consent
Section 6.	Place of Meetings
Section 7.	Annual Meetings
Section 8.	Special Meetings
Section 9.	Notice of Meetings
Section 10.	Order of Business
ARTICLE VIII.	BOARD OF DIRECTORS
Section 1.	Number and Term
Section 2.	Voting and Right of Developer to Designate Certain Board Members
Section 3.	Vacancy and Replacement
Section 4.	Removal
Section 5.	Powers
Section 6.	Compensation
Section 7.	Meetings
Section 8.	Annual Statement
Section 9.	Fidelity Bonds

## TABLE OF CONTENTS (CONTINUED)

ARTICLE IX.	OFFICERS
Section 1.	Elective Officers
Section 2.	Election
Section 3.	Appointive Officers
Section 4.	Term
Section 5.	The President
Section 6.	Intentionally Omitted
Section 7.	The Secretary
Section 8.	The Treasurer
Section 9.	Agreements, etc.
ARTICLE X.	NOTICES
ARTICLE XI.	COMMON CHARGES
Section 1.	Creation of the Lien and Personal Obligation of Assessments
Section 2.	Purpose of Common Charges
Section 3.	Date of Commencement of Common Charges
Section 4.	Effect of Non-Payment of Common Charges; Remedies of the Association
Section 5.	Subordination of Lien to Mortgages
Section 6.	Checks
Section 7.	Operating Account
Section 8.	Other Accounts
ARTICLE XII.	INSURANCE
ARTICLE XIII.	AMENDMENTS
ARTICLE XIV.	SELLING, LEASING AND GIFTS OF LOTS
Section 1.	Selling and Leasing Lots
Section 2.	Gifts, etc.
ARTICLE XV.	INDEMNIFICATION
Section 1.	Indemnification to Officers and Directors
Section 2.	Indemnification to Employees and Agents
Section 3.	Indemnification to Others
Section 4.	Other Rights

TABLE OF CONTENTS (CONTINUED)

ARTICLE XVI.	GENERAL PROVISIONS
Section 1.	Fiscal Year
Section 2.	Seal
Section 3.	Examination of Books and Records
Section 4.	Construction
Section 5.	Severability
Section 6.	Membership Certificates or Cards
ARTICLE XVII.	WOODWARD LAKE PROPERTY OWNERS' ASSOCIATION, INC'S RULES and REGULATIONS

BY-LAWS

OF THE

**WOODWARD LAKE PROPERTY OWNERS' ASSOCIATION, INC.**

A New York Not-for-Profit Corporation

**ARTICLE I. NAME, LOCATION AND PRINCIPAL OFFICE**

These are the By-Laws of the Woodward Lake Property Owners' Association, Inc. hereinafter referred to as the "Association". The principal office of the Association shall be located at 155 Main Street, Suite D, Oneonta, NY 13820.

**ARTICLE II. DEFINITIONS**

The following words when used in these By-Laws shall, unless the context otherwise prohibits, have the meanings set forth below:

(a) "Association" shall mean and refer to the Woodward Lake Property Owners' Association, Inc., a New York Not-for-Profit Corporation.

(b) "The Board" shall mean and refer to the Board of Directors of the Association.

(c) "By-Laws" shall mean and refer to these By-Laws which govern the operation of the Association.

(d) "Common Charges" shall mean and refer to a lot's share of the Common Expenses (including reserves) which are assessed against the lot by the Association in fulfilling its lawful responsibilities, herein sometimes referred to as ("Assessment").

(e) "Common Expense" shall mean and refer to those expenses (including reserves) which are incurred by the Association in fulfilling its lawful responsibilities.

(f) "Common Properties", "Properties" or "Common Areas" shall mean and refer to certain areas of land designated as Woodward Lake Drive North, Woodward Lake Drive South, Woodward Lake, the dam and appurtenant impoundment structures, its associated access area and any storm water control structures associated thereto as shown on the filed subdivision map of Woodward Lake and which will be owned or controlled by the Association and which is intended to be devoted to the common use and enjoyment of the lot owners. A copy of the aforementioned survey map is attached hereto as Appendix 2 of the Woodward Lake Property Owners' Association Inc's. Rules and Regulations.

(g) "Developer" shall mean New York Land & Lakes Development LLC or any successor entity making an initial sale of a lot described herein.

(h) "Lot" shall mean and refer to lot numbers one (1) through thirty seven (37) within a subdivision known as "Woodward Lake" as shown on a plat filed in the Fulton County Clerk's Office.

(i) "Property Owner" or "Owner" shall mean and refer to the record owner of fee simple title to any Lot, including the Developer with respect to any Unsold Lot. Every Lot Owner shall be treated for all purposes as a single owner for each Lot held, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety such collective ownership shall constitute one (1) Member.

(j) "Member" shall mean and refer to each holder of a membership interest in the Association; as such interest is set forth in Article VI.

(k) "Permitted Mortgage" shall mean and refer to any first mortgage covering a Lot or Lots or a mortgage encumbering an Unsold Lot then owned by Developer or its successors or assigns.

(l) "Recreation Facilities" shall mean and refer to any facilities such as docks, beaches, picnic pavilions, boat launches and lake access areas etc., if any, which will be owned, operated and maintained by the Association as part of the Common Areas of the Association.

(m) "Statute" shall mean and refer to the New York Not-for-Profit Corporation Law.

(n) "Unsold Lots" shall refer to any lots owned by the Developer and any successors or assigns, until such time as the same have been sold for use, other than for the personal occupancy of the Developer and any of its successors or assigns.

### **ARTICLE III. PURPOSE**

This Association is formed to own, operate, manage, maintain and control the Common Areas and to perform certain maintenance and repairs to the Common Areas for the benefit of the Members of the Association.

### **ARTICLE IV. APPLICABILITY**

All present and future Members, their family members, tenants, lessees, occupants, guests, licensees, agents, employees and any other person or persons that shall be permitted to use the Common Areas shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the conduct of its Members when using the Common Areas.

## **ARTICLE V. USE OF FACILITIES**

The Common Areas shall be limited to the use by the Members and their guests. In the event that a Member shall lease or permit another to occupy his Lot, however, the lessee or occupant shall at the option of the Member, be permitted to enjoy the use of the Common Areas in lieu of and subject to the same restrictions and limitations as said Member. Any Member, lessee or occupant entitled to the use of the Association facilities may extend such privileges to members of his family residing in his household by notifying the Secretary in writing of the names of any such persons and of the relationship of such Member, lessee or occupant to such persons. The Board may establish a limitation on guest privileges and/or establish a guest fee for the use of the Common Areas by guests of Members or permitted lessees or occupants of Lots and their respective family members.

Developer shall have the right, on an equal basis with other Members to use all or any of the Common Areas or permit all or any of the Common Areas to be used by Developer's designee or any prospective purchaser of a Lot or any tenants of Unsold Lots, without charge, in accordance with and subject to these By-Laws and any rules and regulations promulgated by the Board. In addition, Developer shall have the right, until all Unsold Lots are sold, to use all or any of the Common Areas without charge, for exhibitions or other promotional functions with respect to Developer's sales programs. This provision regarding Developer may not be amended without the written consent of the Developer.

## **ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** The Association shall have one class of membership interest as follows:

The Owner of a Lot shall be a Member of the Association whether such ownership is joint, in common or tenancy by the entirety. Each Member is entitled to one vote for each lot owned. When more than one person or entity is the owner of a lot, the one vote attributable to such Lot shall be exercised as such persons mutually determine but not more than one vote may be cast with respect to any such Lot. In the absence of a written agreement signed by all the owners of a lot, which is delivered to the Association, the first lot owner listed on the recorded deed to the lot shall be entitled to vote.

**Section 2. Suspension of Membership.** The rights of a Member or permitted lessee and their respective family members, guests and invitees, to the use and enjoyment of the Common Areas are subject to the payment of periodic Common Charges assessed by the Board, against each Lot's owner or owners and becomes a lien upon the property of any Lot Owner against which such Common Charges are assessed as provided for herein. If a Member shall be in default in the payment of the Common Charges assessed against such Member's Lot, and fails to cure such default within ten (10) days after mailing of written notice from the Board, the Board, in its sole discretion, shall have the option to suspend all privileges of the Association by

such Member, permitted lessee or occupant, and the respective family Members, guests and invitees of the foregoing, and until such Member is reinstated in good standing by the Association, to take such other legal action as may be permitted by applicable law or these By-Laws. In addition to the foregoing, any Member so in default shall be ineligible to be considered for membership to the Board and if on the Board shall be suspended therefrom until such time as all Common Charges, together with late charges, interest and expenses, if any, are paid to the Association.

**Section 3. Transfer of Membership.** Membership in the Association shall be appurtenant to, and may not be transferred except in conjunction with the lawful sale or conveyance of a Lot. No Owner shall be permitted to sell or convey his or her Lot unless and until he or she shall have paid in full to the Board all unpaid Common Charges and other amounts required by the Board to be paid and assessed by the Board against such Lot. Upon such sale or conveyance, the seller of such Lot shall relinquish his or her membership in the Association and the purchaser of such Lot shall automatically become a Member, subject to the By-Laws and the Woodward Lake Property Owners' Association, Inc.'s Rules and Regulations.

## **ARTICLE VII. QUORUM, PROXIES AND WAIVERS**

**Section 1. Quorum.** So many Members as shall represent at least 51% of all Members present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, the Certificate of Incorporation of the Association or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting. At least 5 days written notice of such adjourned meeting shall be given to all Members. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. At such adjourned meeting, so many Members as shall represent at least thirty three and one third (33-1/3%) percent of all Members shall constitute a quorum. If, however, such reduced quorum shall not be present or represented at such adjourned meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting and such adjourned meeting shall require at least twenty-five (25%) percent of all Members. At least 5 days written notice of such adjourned meeting shall be given to all Members.

**Section 2. Vote Required to Transact Business.** When a quorum is present at any meeting, the vote of a majority of the Members present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Members, unless the question is one upon which by express provision of the Statute, Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

**Section 3. Right to Vote.** Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

**Section 4. Proxies.** All proxies shall be in writing signed by the Member, and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

**Section 5. Waiver and Consent.** Wherever the vote of the membership at a meeting is required or permitted by Statute or by any provision of the Certificate of Incorporation or by these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

**Section 6. Place of Meeting.** Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.

**Section 7. Annual Meetings.** The first annual meeting of the membership of the Association shall be held within one (1) year of the closing of the first lot. Thereafter the annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors but at least on an annual basis. At such meetings there shall be designated or elected by ballot of the membership a Board of Directors in accordance with the requirements of Article VIII of these By-Laws. The Members may also transact such other business as may properly come before the meeting.

**Section 8. Special Meetings.** It shall be the duty of the President to call a special meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the Secretary of a petition signed by a majority of the Members.

**Section 9. Notice of Meetings.** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held. For the annual meeting of the membership, notice shall be given to all members at least thirty (30) days prior to such meeting. In the event a special meeting is called, notice shall be given to all members at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

**Section 10. Order of Business.** The order of business at all meetings shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting



- (d) Report of officers
- (e) Report of committees
- (f) Appointment of inspectors of election (in the event there is an election)
- (g) Election of Directors (in the event there is an election)
- (h) Unfinished business
- (i) New business

## **ARTICLE VIII. BOARD OF DIRECTORS**

**Section 1. Number and Term.** The number of Directors which shall constitute the whole Board shall be seven (7) elected or sponsor-designated members, except for the initial Board of Directors. The Initial Board, consisting of three (3) Directors, shall be designated by the Developer to serve until the first annual meeting of the Association. At the first annual meeting and at all subsequent annual meetings, a total of seven (7) Directors shall be elected or designated. All Directors, other than those designated by the Sponsor, shall be elected by the Members. The term of office of two of the Directors shall be fixed for three (3) years, the term of office of three of the Directors shall be fixed at two (2) years, and the term of office of two of the Directors shall be fixed at one (1) year. Separate ballots shall be conducted for each of the three terms of office. Each Member shall be entitled to cast one vote on each ballot. The three, two, or one nominee(s) on each of the ballots, as the case may be, receiving the highest number of votes on their ballot shall constitute the duly executed Board of Directors. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected or designated and hold their first meeting. All Directors, other than those the Developer shall have the right to designate, must be either Members of the Association or immediate family members residing in the Members' Household. Each Director shall be at least nineteen years of age. In no event shall any Member be eligible for election to the Board, if such Member is then in default, beyond any applicable grace period, in the payment of Common Charges or any other amounts required by the Board to be paid.

**Section 2. Voting and Right of Developer to Designate Certain Board Members.** In an election of Directors, each Member shall be entitled to one (1) vote.

The Developer shall have the right to designate a majority of the total Directors, until 95% of the Lots in the Woodward Lake Subdivision have been conveyed. Thereafter, the Developer shall have the right to designate one (1) Director for so long as it owns one Unsold Lot. When the Developer no longer owns any Unsold Lot in the Development it may not designate any Directors. Developer may not cast its votes to elect any Directors in addition to the designated Directors set forth above.

The provisions of Article VIII Sections 1 and 2 may not be amended without the written consent of the Developer so long as Developer owns any Unsold Lot.

**Section 3. Vacancy and Replacement.** If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified. In the event a Director appointed by Developer resigns, the Developer shall have the sole right to appoint another Director in his place. If the Directors are unable to come to a majority vote for a replacement Director, then the Developer shall designate a replacement Director.

**Section 4. Removal.** Directors may be removed for cause by an affirmative vote of sixty six and two thirds (66-2/3%) percent of the Members. No Director, other than a designee of the Developer, shall continue to serve on the Board if, during his term of office, he shall cease to be a Member or no longer reside in the Member's household as part of the immediate family. In the event a Developer-designated member is removed for cause, the Developer shall have the sole right to appoint another Director in his place.

**Section 5. Powers.**

(a) The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, Certificate of Incorporation or by these By-Laws, directed or required to be exercised or done by the Members or Lot Owners personally. These powers shall specifically include, but not be limited to the following items:

1. To determine and levy, in advance, assessments ("Common Charges") to cover the cost of operating and maintaining the Common Areas and other maintenance requirements of the Association. The Board of Directors may increase the monthly Common Charges or vote a special assessment in excess of that amount, if required, to meet any additional necessary Common Expenses.

2. To collect, use and expend the Common Charges collected to maintain, care for and preserve the Common Areas and other maintenance requirements of the Association.

3. To make repairs, restore or alter the Common Areas after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts.

5. To collect delinquent Common Charges by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the house rules or rules and regulations herein referred to as they pertain to the Common Areas.

6. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and mailed or delivered a copy of such rules and all amendments to each Member. Such rules and regulations may without limiting the foregoing, include reasonable limitations on the use of the Common Areas by guests of the Members as well as reasonable admission and other fees for such use.

7. To impose fines or penalties upon any Member who violates the By- Laws, or its rules and regulations.

8. To employ workers, contractors and supervisory personnel, and to purchase supplies and equipment, to enter into contracts to provide maintenance, refuse removal and other services, and generally to have the power of Directors in connection with the matters hereinabove set forth.

9. To bring and defend actions by or against one or more Members or any of their occupants and lessees pertinent to the operation of the Association and to assess special assessments to pay the cost of such litigation.

10. To execute, acknowledge and deliver (i) any instrument affecting The Properties, which the Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of any public authority, applicable to the occupancy, maintenance, demolition, construction, alteration, repair or restoration of The Properties (ii) any consent, covenant, restriction or easement, affecting The Properties which the Board deems necessary or appropriate.

11. To obtain and review insurance for the Association.

(b) The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, in addition to any committee required by these By-Laws, each of such committees to include at least one (1) Director, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, so long as the Developer shall continue to own one or more Unsold Lots, the Board of Directors may not, without the Developer's prior written consent (i) make any addition, alteration or improvement to the Common Areas, other than routine repair and maintenance or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund or, (iii) charge any special assessment for a non-budgeted item unless required by law, emergency, municipal agency or for the health and safety of the Association and its Members, or, (iv) borrow money or otherwise create a security interest on behalf of the Association on any portion of the Association property or, (v) increase or decrease the services or maintenance of the Association as set forth in the proposed first year budget of the Association or the By-Laws or otherwise provide services in excess of those contemplated by the proposed first year budget or elsewhere in this Offering or any amendments thereto, or (vi) purchase any materials, equipment or other goods costing in excess of \$1,000 or (vii) increase the maintenance charges of the Association more than ten (10%) percent from the prior year's budget, unless required by law, emergency, municipal agency, the health and safety of the Association and its Members or if documentation is provided to the Developer in the nature of a financial statement, bids from contractors or verified increases in utility rates evidencing the need for an increase greater than ten (10%) percent or (viii) utilize Association funds to commence a law suit against the Sponsor or any of its Principals in a matter pertaining to this Development. In addition, so long as there are any Unsold Lots in the development the Board and the Lot Owners shall not take any action that will interfere, impair or adversely affect the rights of the Developer to sell any Unsold Lots. Developer shall not use its veto power or control of the Board of Directors to reduce the level of services described in this Offering or any amendments thereto or prevent required capital repairs or prevent expenditures required to comply with applicable laws or regulations. While Developer is in control of the Board of Directors, no mortgage liens will be placed on the Common Areas without the consent of at least 51 (51%) of the Lot Owners other than the Directors or Developers' nominees. This subparagraph (c) may not be amended without the written consent of the Developer.

**Section 6. Compensation.** Directors and officers, as such, shall receive no compensation for their services.

### **Section 7. Meetings**

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Association Members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Director either personally or by e-mail, telephone, fax or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

(d) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by Statute or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

(e) Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(f) Members of the Board may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

**Section 8. Annual Statement.** The Board of Directors shall furnish to all Members and shall present annually (at the annual meeting) and when called for by a vote of the Members at any special meeting of the Members, a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and income and expense statement.

**Section 9. Fidelity Bonds.** The Board of Directors may require that all officers and employees of the Association (except Developer or Developer's representatives) handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense of the Association.

## **ARTICLE IX. OFFICERS**

**Section 1. Elective Officers.** The officers of the Association shall be chosen by the Board and shall consist of a President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may be necessary. All officers must be either members of the Board of Directors or Members of the Association. Two or more offices may not be held by the same person.

**Section 2. Election.** The Board of Directors, at its first meeting after each annual meeting of Association Members, shall elect a President, a Secretary and a Treasurer. Only the President must be a member of the Board.

**Section 3. Appointive Officers.** The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

**Section 4. Term.** The officers shall hold office for a period of one year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the Board of Directors, provided prior notice was given to all Board members that this item was on the agenda for such meeting. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

**Section 5. The President.** The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Association Members and the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

**Section 6. Intentionally omitted**

**Section 7. The Secretary.** The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of Association Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of Association Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, which shall supervise the Secretary and Assistant Secretary.

**Section 8. The Treasurer.** The Treasurer shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association including the vouchers for such disbursements, and shall deposit all monies, and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as he may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Board of Directors, at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer, and of the financial condition of the Association.

He shall keep detailed financial records and books of account of the Association, including a separate account for each Member, which among other things, shall contain the amount of each assessment, the date when due, the amount paid thereon and the balance remaining unpaid.

**Section 9. Agreements, etc.** All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Directors.

## **ARTICLE X. NOTICES**

Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## **ARTICLE XI. COMMON CHARGES**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The creation of the lien and personal obligation of Common Charges is governed by the Woodward Lake Property Owners' Association Inc.'s Rules & Regulations.

**Section 2. Purpose of Common Charges.** The purpose of Common Charges is to provide a fund for payment of the expenditures related to the year – round maintenance and repair of the private roads known as Woodward Lake Drive South, Woodward Lake Drive North and the common areas and dam on Woodward Lake within the Woodward Lake subdivision including but not limited to snow plowing, sanding, re-grading, re-gravelling, mowing, drainage work and maintenance of safety structures such as guide rails and traffic control structures.

**Section 3. Date of Commencement of Common Charges.** The date of commencement of Common Charges is as specified in Paragraph II of the Woodward Lake Property Owners' Association Inc.'s Rules & Regulations.

**Section 4. Effect of Non-Payment of Common Charges; Remedies of the Association.** The effect of non-payment of Common Charges and the remedies of the Association shall be specified in Paragraph II of the Woodward Lake Property Owners' Association Inc.'s Rules & Regulations.

**Section 5. Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinated to a first mortgage given by a lot owner.

**Section 6. Checks.** All checks or demands for money and notes of the Association shall be signed by at least two (2) Officers one of which shall be the Treasurer.

**Section 7. Operating Account.** There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all collected property owners' assessments. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Association.

**Section 8. Other Accounts.** The Board shall maintain any other accounts it shall deem necessary to carry out its purposes.

## **ARTICLE XII. INSURANCE**

The insurance the Board of Directors is required to obtain and maintain on behalf of the Association shall be determined by the Board of Directors.

## **ARTICLE XIII. AMENDMENTS**

Except as otherwise provided, these By-Laws may be altered, amended or added to at any duly called meeting of Association Members provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment and (2) that the amendment shall be approved by vote of at least sixty six and two thirds (66 2/3 %) percent of the total members. No amendment, however, shall affect or impair the validity or priority of the Members Interests and the interests of holders of a mortgage encumbering a Member's Lot. Nor shall any amendment have the effect of infringing upon the Developer's right to build and make membership in or use of the Association available to purchasers or lessees of any of the Properties.

## **ARTICLE XIV. SELLING, LEASING AND GIFTS OF LOTS**

**Section 1. Selling and Leasing Lots.** Any Lot may be conveyed or leased by a Member free of any restrictions except that no Member shall convey, mortgage, pledge, hypothecate, sell or lease his Lot unless and until all violations against the Lot are removed and all unpaid Common Charges assessed against the Lot shall have been paid as directed by the Board of Directors. Such unpaid Common Charges, however, may be paid out of the proceeds from the sale of a Lot, or by the Grantee. Any sale or lease of a Lot in violation of this section shall be voidable at the election of the Board of Directors. Upon the written request of a Member or his mortgagee, the Board or its designee shall furnish a written statement of the status of any violation and the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement. A reasonable charge may be made by the Board for the issuance of such statements.

The provisions of this Section as they apply to unpaid Common Charges shall not apply to the acquisition of a Lot by a mortgagee who shall acquire title to such Lot by foreclosure or by deed in lieu of foreclosure if such deed in lieu of foreclosure is based upon a purchase money mortgage which was given by Developer. In such event the unpaid Common Charges



against the Lot which were assessed and became due prior to the acquisition of title to such Lot by such mortgagee shall be deemed waived by the Association and shall be charged to all other Members of the Association as a Common Charge. Such provisions shall, however, apply to any Common Charges which are assessed and become due after the acquisition of title to such Lot by the mortgagee and to any purchaser from such mortgagee.

Whenever the term "Lot" is referred to in this Section, it shall include the Lot, the Member's interest in the Association and the Member's interest in any Lots acquired by the Association.

**Section 2. Gifts, etc.** Any Member may convey or transfer his Lot by gift during his lifetime or devise his Lot by will or pass the same by intestacy without restriction, however, the Grantee of any such lot shall become liable for all past or present assessments due on the lot.

## **ARTICLE XV. INDEMNIFICATION**

**Section 1. Indemnification to Officers and Directors.** To the fullest extent allowed by law, the Association shall indemnify any person, made a party to an action by or in the right of the Association to procure a judgment in its favor by reason of the fact that he, is or was or has agreed to become a Director or Officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or prosecution of such action, or in connection with an appeal therein, except in relation to matters as to which such Director or Officer is adjudged to have breached his duty to the Association, as such duty is defined in the New York Not-for-Profit Corporation Law. To the extent allowed by law, the Association shall also indemnify any person, made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Association to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation, domestic or foreign, which he served in any capacity at the request of the Association by reason of the fact that he, was a Director or Officer of the Association or served it in any capacity against judgment, fines, amounts paid in settlement, and reasonable attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Director or Officer acted, in good faith, for a purpose which he reasonably believed to be in the best interests of the Association and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

**Section 2. Indemnification to Employees and Agents.** The Association may, to the extent authorized from time to time by the Board or by a committee comprised of members of the Board, provide indemnification to employees or agents of the Association who are not Officers or Directors of the Association with such scope and effect as determined by the Board, or such committee.

**Section 3. Indemnification to Others.** The Association may indemnify any person to whom the Association is permitted by applicable law to provide indemnification or the

advancement of expenses, whether pursuant to rights granted pursuant to, or provided by, the New York Not-For-Profit Corporation Law or other rights created by (i) a resolution of the Members, (ii) a resolution of Directors, or (iii) an agreement providing for such indemnification, it being expressly intended that these By-Laws authorize the creation of other rights in any such manner.

**Section 4. Other Rights.** The right to be indemnified and to the reimbursement or advancement of expenses incurred in defending a proceeding in advance of its final disposition authorized by this Article XV shall not be exclusive of nor limit any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-Laws, agreement, vote of Members or disinterested Directors or otherwise.

Nothing contained in this provision shall limit any right to indemnification to which any director or any Officer may be entitled to contract or under any law now or hereinafter enacted.

## **ARTICLE XVI. GENERAL PROVISIONS**

**Section 1. Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Board of Directors and unless otherwise specified shall be based on the calendar year.

**Section 2. Seal.** The Association seal shall have inscribed thereon the name of the Association and the year of its incorporation under the laws of the State of New York. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

**Section 3. Examination of Books and Records.** Each Member, or their respective representatives and first mortgagees, shall be entitled to a reasonable examination of the books and records of the Association at any time during normal business hours upon reasonable notice to its Board of Directors. The Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member or first mortgagee at the principal office of the Association.

**Section 4. Construction.** Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate shall control.

**Section 5. Severability.** Should any of the covenants, terms or provisions herein imposed be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

## **Section 6. Membership Certificates or Cards**

### **a) Form; Seal**

The certificates or cards for membership in the Association shall be in such form as shall be determined by the Board of Directors and shall be numbered consecutively and entered in the books of the Association as they are issued. Each certificate or card shall exhibit the registered holder's name and the number of the lot(s) he or she owns, and shall be signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, and shall bear the seal of the Association or a facsimile thereof. Membership certificates will be issued annually at such time as Association dues are paid.

### **b) Lost Certificates or Cards**

The Board of Directors may direct a new certificate or card to be issued in place of any certificate or card theretofore issued by the Association alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate or card to be lost or destroyed. When authorizing such issue of a new certificate or card, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or card, or his legal representative, to give the Association a bond in such sum as it may direct as indemnity against any claim that may be made against the Association with respect to the certificate or card alleged to have been lost or destroyed.

### **c) Registration of Transfer**

Upon surrender to the Association or any transfer agent of the Association of a certificate or card duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Association or such transfer agent to issue a new certificate to the person entitled thereto, cancel the old certificate or card and record the transaction upon its books.

### **d) Registered Lot Owners**

Except as otherwise provided by law, the Association shall be entitled to recognize the exclusive right of a person registered on its books as the owner of parcels to receive dividends or other distributions, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of parcels, and shall not be bound to recognize any equitable or legal claim to or interest in such share or shares on the part of any other person, whether or not it has actual or other notice thereof, except as otherwise provided by the laws of the State of New York.

**e) Record Date**

For the purpose of determining the lot owners entitled to notice of or to vote at any meeting of lot owners or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of any other action affecting the interests of lot owners, the Board of Directors may fix, in advance, a record date. Such date shall not be more than fifty (50) nor less than ten (10) days before the date of any such meeting, nor more than fifty (50) days prior to any other action.

In each such case, except as otherwise provided by law, only such persons as shall be lot owners of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to express such consent or dissent, or such allotment of rights, or otherwise to be recognized as lot owners for the related purpose, notwithstanding any registration of transfer of parcels on the books of the Association after any such record date so fixed.

**ARTICLE XVII. WOODWARD LAKE PROPERTY OWNERS' ASSOCIATION RULES and REGULATIONS**

Attached hereto and made a part hereof is the Woodward Lake Property Owners' Association Inc.'s Rules and Regulations.

TABLE OF APPENDICES (Woodward Lake Property Owners' Association Information & Disclosures)

I.....	Rules and Regulations of the Woodward Lake Property Owners' Association, Inc.
II.....	Copy of Protective Covenants
III.....	Proposed Budget for the First Year of Operation
IV.....	Reduced Copy of the Survey Map

**Appendix I**  
**WOODWARD LAKE**  
**PROPERTY OWNERS' ASSOCIATION, Inc.'s**  
**RULES and REGULATIONS**

August 1, 2019

Developer: New York Land & Lakes Development, LLC.  
155 Main Street, Suite D  
Oneonta, NY 13820  
607-353-8068

## I. LOT OWNERS' OBLIGATION

Upon the acceptance and filing of a deed to any Grantee of any lot in the Woodward Lake Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Woodward Lake Property Owners' Association, Inc. b) have the right to use the private roads known as Woodward Lake Drive for ingress and egress to and from existing Town and State Highways to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; c) have the right to use the common area located on and around Woodward Lake and d) pay the Woodward Lake Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Woodward Lake Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Woodward Lake Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Woodward Lake Property Owners' Association, Inc. Said charge may be increased or decreased by the Woodward Lake Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Woodward Lake Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described herein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay to the Woodward Lake Property Owners' Association, Inc., its successors and assigns all charges past or future as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.

## II. COMMON EXPENSES/INDIVIDUAL LOT OWNERS ANNUAL ASSESSMENTS

**1. ANNUAL ASSESSMENT** - The annual assessment for each of the aforementioned lots within the Woodward Lake Subdivision shall be determined by the annual budget. **Based on the first annual budget, which is attached hereto as Appendix 1, the annual assessment per lot is \$635.14 per year or \$52.93 per month.** The annual assessment is determined by dividing the annual Common Expenses and any annual reserves, as determined by the Annual Budget, by the number of the aforementioned lots

**2. EFFECT OF NON-PAYMENT OF COMMON CHARGES; REMEDIES OF THE ASSOCIATION** - The Common Charges for the use of the Common Properties shall constitute a debt which may be collected in any court of competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Woodward Lake Property Owners' Association, Inc., its successors and assigns all charges past, present or future as provided in this paragraph II. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner

**3. FISCAL YEAR** – The Fiscal Year shall begin April 1, 2020.

**4. COLLECTION OF FIRST ANNUAL ASSESSMENTS** – The first annual assessment will be collected at the time of closing of the lot and will be held separately in a checking account bearing the name of the Woodward Lake Property Owners’ Association, Inc. The amount collected at closing will be pro-rated based upon the Association’s fiscal year.

**5. SUBSEQUENT ASSESSMENTS** - After the initial collection of annual assessments, which will be obtained upon the closing of each lot, subsequent assessments will be due and payable immediately upon receipt of notice from the Treasurer that assessments are due. The Board of Directors may impose penalties and late fees for delinquent assessments.

### **III. INITIAL BOARD OF DIRECTORS**

Pursuant to Article VIII, section 1 of the By Laws, the initial Board of Directors, as designated by the developer, shall consist of Robert Lesperence, President; William MacAlpine, Treasurer; and Alan Lord, Secretary. The initial board of directors shall consist of officers or employees of the developer and shall hold office until the first annual meeting is held pursuant to Article VII, section 7 at which time a new five (5) member board will be elected or designated as provided for in Article VIII of the By-Laws.

### **IV. MAINTENANCE OF THE COMMON AREAS**

**Private Roads** - The Association shall be responsible for the year – round repair and routine maintenance of the private roads known as Woodward Lake Drive North and Woodward Lake Drive South within the Woodward Lake subdivision including but not limited to snow plowing, sanding, re-grading, re-gravelling, mowing, drainage work, maintenance of safety structures such as guide rails and traffic control structures and maintenance of storm water control facilities.

**Woodward Lake** – the Association shall be responsible for the care and maintenance of Woodward Lake, its dam and appurtenant impoundment structures and the access thereto including but not limited to mowing, dock installation and removal, routine clean up, snowplowing, and repair to any association facilities.

### **V. GENERAL REGULATIONS PERTAINING TO THE USE OF THE COMMON AREAS**

- 1. Authorized Use** - The private road known as Woodward Lake Drive North and Woodward Lake Drive South, Woodward Lake and the access thereto is intended solely for the private use of the members of the Woodward Lake Property Owners’ Association, Inc. or their friends, relatives, agents, successors or assigns.
- 2. Membership Certificate** - Association members, their friends, relatives, successors and or assigns must have their membership certificate or card displayed on their vehicle or on their person when on Association property.
- 3. Speed Limit** - The maximum speed limit on all Association roadways is 15 miles per hour.



4. **Motorized Vehicle Use** - No motorized vehicles are allowed on Woodward Lake at any time except that electric boat motors are allowed.
5. **Refuse**- No garbage, refuse or trash will be left or disposed of on Association property.
6. **Driveways** – All newly constructed driveways which intersect Woodward Lake Trail shall be approved by the Association and shall be constructed in accordance with the Association’s standards for new driveway installation outlined in Article VI below.
7. **Parking** – No parking will be allowed on Woodward Lake Trail at any time. Parking is allowed only in designated areas on Woodward Lake common areas.
8. **Alteration** - Nothing shall be altered in, constructed on or removed from the Association property without the express written consent of the Board of Directors.
9. **Camping** – No camping is allowed on any Association property
10. **Littering** – Littering of any kind is strictly prohibited. If you carry it in, CARRY IT OUT!
11. **Boat Storage** - Boats may not be left unattended without the written permission of the Woodward Lake Property Owners’ Association, Inc.
12. **Invasive Aquatic Species** -No invasive plant species listed as a prohibited species in 6 NYCRR Part 575.3 shall be planted on any Common Area. In an effort to control the spread of invasive species into Woodward Lake, boats should be visually checked for the presence of aquatic plant materials. If any plant materials are present, the boat should be thoroughly cleaned prior to launching.
13. **Hours of Use** – Dawn to Dusk

## **VI. CONSTRUCTION STANDARDS AND PERMIT REQUIREMENTS FOR NEW DRIVEWAY INSTALLATION**

1. Prior to the installation of any new driveway onto Woodward Lake Drive North and Woodward Lake Drive South, all lot owners shall apply to the Association for a driveway installation permit (“Permit”).
2. The applicant or contractor shall maintain and protect traffic by so conducting his construction operations so that travelers along Woodward Lake Trail are subject to minimum delays and hazards. Adequate warning signs and barricades shall be furnished and erected to guide and protect the traffic until the work is completed.

3. The work shall progress with as little delay as possible, and shall not be started until necessary materials and equipment are at the site.
4. No trench cuts shall be closer than 2 feet from the edge of the traveled portion of the road.
5. Certain kinds of pipe are not allowed such as clay tile, sheet metal, used boilers or tanks. Pipe allowed: corrugated metal, reinforced concrete, cast iron, plastic.
6. The surface of the driveway shall slope downward from the edge of the pavement not less than ½" per foot and not more than 1" per foot for the normal shoulder width. Storm water from applicant's drive shall be conducted into the roadside ditch.
7. When blacktop or concrete driveway is to be built the shoulder shall be removed to a sufficient depth to provide a minimum of 6" of gravel or crushed stone base under the driveway paving and shall be properly flared at the pavement edge.
8. No headwall or other obstruction shall be constructed to protrude above the level of the shoulder.
9. The highway must be kept in a clean condition at all times with no mud, stone, or other materials left on the road surface.
10. The shoulder, ditch, guide posts, and back slopes on either side of the ditch crossing, shall be neatly restored to their original condition.
11. Work must start within 30 days from date of permit.
12. The Woodward Lake Property Owners' Association, Inc. does not assume any responsibility for clearance of snow or ice upon any portion of a driveway or intersecting roadway, even though some snow or ice may be deposited by the Association in normal winter maintenance operations.
13. The Woodward Lake Property Owners' Association, Inc. reserves the right of inspection, by authorized representatives of the Association, of any driveway or intersecting highway construction within the right-of-way. In the event of faulty workmanship or materials, the Association shall have the right to cancel the Permit until such time as those conditions are corrected. All costs, including removal costs incurred by the Association, shall be borne by the applicant.
14. No work shall be done to obstruct drainage or divert creeks, water courses, or sluices onto the right-of-way.
15. Work locations must be approved by the Association or its representatives.

16. The Association reserves the right to affix permit fees and to revoke or annul the Permit at any time, without a hearing or the necessity of showing cause.

17. Only culverts of the diameter and lengths as specified by the Woodward Lake Property Owners' Association will be accepted.

18. The flow line of the culvert shall be the same depth as the roadside ditch flow line.

19. The Woodward Lake Property Owners' Association, Inc. shall be held free from any manner of damages, claims, or demands of whatever nature which may arise as a result of granting of this Permit or for any damage resulting from any faulty operation of this ditch crossing and/or its appurtenances.

**~~APPENDIX II~~**  
**WOODWARD LAKE PROTECTIVE COVENANTS**

1) Upon the acceptance and filing of a deed to any Grantee of any lot in the Woodward Lake Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Woodward Lake Property Owners' Association, Inc. b) have the right to use the private road known as Woodward Lake Drive for ingress and egress to and from existing Town Highways to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; c) have the right to use the common area located on Woodward Lake and d) pay the Woodward Lake Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Woodward Lake Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Woodward Lake Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Woodward Lake Property Owners' Association, Inc. Said charge may be increased or decreased by the Woodward Lake Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Woodward Lake Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described herein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay to the Woodward Lake Property Owners' Association, Inc., its successors and assigns all charges past or presently due and all future charges incurred during their period of ownership as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage of the lot owner.

2) The premises conveyed shall be restricted to one principal building as defined by Adirondack Park Agency Executive Law Section 802 (50) and may not exceed a maximum footprint, including covered decks, porches and attached garages, of 3,000 square feet. Allowed uses include single family dwellings, agricultural uses, and/or open space recreational uses. No commercial or industrial uses are allowed. Only one accessory building (garage, shed, or other outbuilding) is allowed which a. must not exceed 1,000 square feet in size and b. must not be considered a principal building (or dwelling) as defined by the aforementioned law.

3) Grantee agrees to keep this lot in a good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.

4) Single wide mobile homes are not allowed.

5) There shall be no further subdivision.

6) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed ninety (90) days per calendar year. Such camping trailers or other recreational vehicles shall be limited to one (1) in number at any given time and must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the ninety (90) day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

7) Grantee is responsible for obtaining the necessary NY state, APA and local permits for buildings, wells, and septic systems.

8) A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for the Woodward Lake Subdivision. Prior to any disturbance associated with Grantee's development of any lot within said subdivision, Grantee must prepare his/her own SWPPP modification specific to his/her particular lot and file an individual notice of intent (NOI). Said SWPPP must identify permanent post construction storm water management practices.

9) Driveways, driveway crossings and culvert sizes along municipal highways shall be approved by the Town of Northampton Highway Department. Driveways, driveway crossings, and culvert sizes along Association Roads shall be approved by the Woodward Lake Property Owners' Association.

10) There shall be no change allowed to existing drainage patterns of ditches and culverts along municipal highways or Association roads without approval from the Town of Northampton Highway Department or the Woodward Lake Property Owners' Association.

11) Grantor herein excepts and reserves the right to grant to utility companies, a standard utility easement not to exceed thirty (30) feet in width along roads and lot lines.

12) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

13) For as long as any portion of the property described in this deed is subject to regulation under State or Federal or Adirondack Park Agency Wetland Laws, there shall be no construction, grading, filling, excavating, clearing or other related activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. This restriction shall bind the Grantees, their successors and assigns.

14) All exterior building materials, including roof, siding and trim, used to surface the exterior of the dwelling and all accessory structures on the lot shall be of an earth tone color which blends with the existing vegetation.

15) The maximum height of any building shall be forty (40) feet as measured from the highest point on the structure to the lowest point of existing grade or finished grade, whichever is greater.

16) "Building envelope" and "limits of clearing" as used herein shall be the area where all residential and accessory structures shall be located. An outbuilding shall refer to a structure which is not a residence, dwelling or principal building, such as a garage or shed.

17) Outside of the "building envelope" or "limits of clearing" shown on the project plans, no commercial timber harvesting is allowed unless done so under the supervision of a New York State Certified Forester or a New York State Department of Environmental Conservation Forester. Commercial timber harvesting is defined as the removal of more than 3,000 board feet of timber in a one year period. All silvicultural activities should strictly adhere to New York State's Best Management Practices for Water Quality. This covenant shall not be deemed to prevent the removal of dead or diseased vegetation or of rotten or damaged trees or other vegetation that presents a safety, health or environmental hazard. No "clear cutting" is allowed. This restriction shall not prohibit a property owner from cutting firewood for personal use or for clearing a walking trail which does not require the oversight of a professional forester; however, all such cutting must be done using proper silvicultural practices.

18) Any new free-standing or building mounted outdoor lights shall employ full cut off fixtures; ie: they shall be fully shielded to direct light downward and not into the sky. The fixtures shall be oriented so as to not cast light toward Woodward Lake, the road or adjoining property. The intent is to reduce nighttime light pollution.

19) No pesticides, herbicides or fertilizers shall be applied within five hundred (500) feet of any water body or wetland unless such use is necessary to control invasive species .

20) No invasive plant species listed as a prohibited species in 6 NYCRR Part 575.3 shall be planted on any lot within the subdivision.

21) Docks shall be allowed only in the locations shown on the approved plans and shall be a maximum of one hundred (100) square feet in total.

22) Outside the "Building Envelope", a path to the water may be cleared in the location and in the maximum size shown on the approved plans.

23) The existing road providing a common access point for lots 2 & 3 shall not be widened beyond its current width.

24) These Protective Covenants are to run with, touch and concern the land and shall be binding on Woodward Lake Properties, LLC and the Grantees, their successors and assigns. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These Protective Covenants may be enforced by Woodward Lake Properties, LLC, or the owner of any parcel within the subdivision. If Woodward Lake Properties, LLC brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

# APPENDIX III

A  
P P A L

P C A

for the first year of operation beginning April

C M \$ 23,500

P ALL L

- no do in
- sur for road repairs
- Annual inspection of road
- sur for future day repairs
- an inspection and portin
- Annual Con on Area Maintenance
- Liailit nsranc
- Pro rt a s
- Misc llan os ns s o sta ank
- f s stationar inco ta s etc

AL

AL A AL P \$ 23,500

MA A AL C P L \$ 635.14

MA M L C P L \$ 52.93

Footnotes



Annual snow removal costs for a snow removal program based on an estimate dated \_\_\_\_\_ received from \_\_\_\_\_ a copy of which is attached is added to the cost assessment to determine the cost per season.

Load bearing inspection of on-site call collected annual and kept in files to be used for future road maintenance including snow removal and repairs. This program will insure that funds will be available to the Association for future repairs should they be necessary.

Annual load inspection of the private roads owned by the Association shall inspect a competent road construction professional on an annual basis. This inspection shall include clearing fallen trees and cleaning ditches and curbs. Estimate from \_\_\_\_\_ dated \_\_\_\_\_ attached.

An annual reserve for future day repairs has been established in the current budget. Lakeland should receive repairs in the future.

Quality inspections and reporting of the roads to the day. Cost of inspection of a professional engineer. It is a safety concern and once the roads are a detailed engineering assessment report cost of the program of a professional engineer. It is a safety concern. Estimate from \_\_\_\_\_ for all day related inspections and reporting.

Continuing Maintenance of the common area picnic and boat launch area includes general repair work of picnic facilities, trails and debris removal and painting. Continuing maintenance of the day includes painting of docks, cleaning and debris removal from the spill area for the annual cost estimate attached dated \_\_\_\_\_ from \_\_\_\_\_.

Common Property Liability Insurance cost is based on an estimate dated \_\_\_\_\_ received from \_\_\_\_\_ Insurance Company. A copy of which is attached.

Property taxes are an estimate based on the assumption that the portion of the portion will be placed on the private roads and common area.

# APPENDIX IV

## Survey Map

WOODWARD LAKE  
PROTECTIVE COVENANTS

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3) Grantee agrees to keep this lot in a good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.

4) Single wide mobile homes are not allowed.

5) There shall be no further subdivision.

6) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed ninety (90) days per calendar year. Such camping trailers or other recreational vehicles shall be limited to one (1) in number at any given time and must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the ninety (90) day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

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8) A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for the Woodward Lake Subdivision. Prior to any disturbance associated with Grantee's development of any lot within said subdivision, Grantee must prepare his/her own SWPPP modification specific to his/her particular lot and file an individual notice of intent (NOI). Said SWPPP must identify permanent post construction storm water management practices.

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12) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

13) For as long as any portion of the property described in this deed is subject to regulation under State or Federal or Adirondack Park Agency Wetland Laws, there shall be no construction, grading, filling, excavating, clearing or other related activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. This restriction shall bind the Grantees, their successors and assigns.

14) All exterior building materials, including roof, siding and trim, used to surface the exterior of the dwelling and all accessory structures on the lot shall be of an earth tone color which blends with the existing vegetation.

15) The maximum height of any building shall be forty (40) feet as measured from the highest point on the structure to the lowest point of existing grade or finished grade, whichever is greater.

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17) Outside of the "building envelope" or "limits of clearing" shown on the project plans, no commercial timber harvesting is allowed unless done so under the supervision of a New York State Certified Forester or a New York State Department of Environmental Conservation Forester. Commercial timber harvesting is defined as the removal of more than 3,000 board feet of timber in a one year period. All silvicultural activities should strictly adhere to New York State's Best Management Practices for Water Quality. This covenant shall not be deemed to prevent the removal of dead or diseased vegetation or of rotten or damaged trees or other vegetation that presents a safety, health or environmental hazard. No "clear cutting" is allowed. This restriction shall not prohibit a property owner from cutting firewood for personal use or for clearing

a walking trail which does not require the oversight of a professional forester; however, all such cutting must be done using proper silvicultural practices.

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22) These Protective Covenants are to run with, touch and concern the land and shall be binding on Woodward Lake Properties, LLC and the Grantees, their successors and assigns. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These Protective Covenants may be enforced by Woodward Lake Properties, LLC, or the owner of any parcel within the subdivision. If Woodward Lake Properties, LLC brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

Addendum "7"

**BRIAN BOWER, CERTIFIED FORESTER**

Forestry / Wildlife / Environmental / Wetland Delineation / Planning Services

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305 County Route 20 Cairo, New York 12413 Voice: 518-622-9362 Fax: 877-782-8524 email: bbowerforest@verizon.net  
Society of American Foresters CF # 229 Massachusetts Licensed Forester # 328 Vermont Licensed Forester # 148.0123746

**EXAMPLE FOREST (RESOURCE) MANAGEMENT PLAN**

**FOREST MANAGEMENT PLAN**

for the lands of:

WOODWARD LAKE PROPERTIES, LLC

LOT 3

WOODWARD LAKE SUBDIVISION

SITUATE IN THE TOWN OF NORTHAMPTON, FULTON COUNTY, NY

January 21, 2020

## Table of Contents

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-Preface	<b>Pages 3-7</b>
-Overview	
-Ownership Objectives	
-Cost Share Programs	
-Aspect Elevation	
-Past Land Use/Management	
-Access/Skid Roads	
-Landform/Soils	
-Wetlands/Ponds/Streams	
-Riparian Areas	
-Riparian Management	
-Wildlife	
-Fisheries Habitat	
-Rare/Threatened & Endangered Species	
<b>Forest Health &amp; Fire Protection</b>	<b>Pages 7-8</b>
-Exotic Invasives	
<b>Silviculture, Treatments &amp; Markets</b>	<b>Pages 8-10</b>
-Management Objective	
-Commercial & Non-commercial treatments	
-Regeneration	
-Maturity/Rotational Diameters	
<b>Forest Stand Descriptions</b>	<b>Pages 10-13</b>
-Written Stand Descriptions	
<b>Treatments and Soil/Water Conservation</b>	<b>Pages 13-15</b>
-Stream Bank Erosion	
<b>Recreation &amp; Aesthetics</b>	<b>Pages 15</b>
<b>Timber Volumes &amp; Values</b>	<b>Page 16</b>
<b>Unique Market Potential</b>	<b>Page 16-17</b>
<b>EQIP/Watershed Practices Recommended</b>	<b>Page 17</b>
<b>Treatment Schedule</b>	<b>Page 17</b>
<b>Appendices</b>	
-Legend & Forest Stand Technical Information	
-Location Map	
-Forest Type Map (2009/10 Natural Color)	
-Topographic Map/Skid Road Map(s)	
-Soils Map	
-Glossary	



## Overview

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The purpose of this plan is to provide prescriptive guidelines of the forested land known as Lot 3 of Woodward Lake Subdivision. The subject property is located off of Collins Gifford Valley Road in the Town of Northampton, Fulton County, NY. It is a total of 214.619 acres with 212 acres being manageable forestland.

## Ownership Objectives

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The owner's objectives are to apply sound forest management practices to the property that will maintain or improve the character and health of the forest. Concurrent with this goal is the desire to improve wildlife habitat and conserve soil and water resources.

## Cost Share Programs

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Some of the practices recommend in this plan may qualify for cost-share assistance. If qualified, application must be made and approval granted prior to conducting any recommended practice.

Cost-share money is not guaranteed but will be distributed to eligible landowners as funds are available (typically annually and at varying amounts). The practices recommended in this plan are valid whether cost-sharing funding is available or not and may be performed at the discretion of the landowner.

Application for cost sharing under the Environmental Quality Improvement Program (EQIP) and/or the Wildlife Habitat Improvement Program (WHIP) maybe be made by contacting the;

**FSA Service Center**  
Fulton/Montgomery County Farm Service Farm Service Agency  
4001 State Highway 5s  
Fultonville, NY 12072-1721  
(518) 853-4031  
(518) 853-3294 Fax

## Aspect and Elevation

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Aspect and elevation play a large role in determining the type of tree species that will grow in a given area. Very generally speaking, there are four basic groups of forest types in the Lower Adirondack Region of NYS.

**Northern hardwoods** (beech, birch, maple and their associates) and **hemlock** typically occur on lands with a northerly or westerly aspect. These species (forest types) prefer cooler/moister sites, need less direct sunlight than oaks and pines and also tend to be more demanding on a site (they need a good soil).

**Oaks and pines** on the other hand prefer drier sites that have more direct sunlight -- southern and eastern aspects. They are also less demanding on a site and will grow well on lesser quality soils/sites. The southern Adirondacks is functionally the northern range of northern red oak.

## Past Land Use and Management

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All of the property was commercially harvested 35+/- years ago as evidenced by the stumps. Stand 6 also underwent a harvest 5+/- years ago.

## Main Access & Skid Roads

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The property has good access off of Collins Gifford Valley Road.

## Land Form and Soil Type

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The property is located in the Adirondack physiographic province. The Adirondack province is geologically complex and exhibits significant relief. The landforms higher elevations show a strong correlation relative to the underlying bedrock and the valleys exhibit correlation to the four glacial advances and retreat that took place within the last 50,000 years.

This area is largely underlain by igneous rocks. For the most part, the dominant outcrops are igneous gneiss, schist and granite. This landform we see today is the result of these bedrock controlled uplands after the four glacial advances.

A review of the USDA Soil Survey for Fulton County notes that the property consists of seven soil types, 81B, 170C, 721C, 721D, 723C, 831D and 851F.

The Windsor Loamy sand (170C) consists of a deep well-drained soils that formed in outwash plains. Woodland productively is moderate and erosion hazard would be considered severe.

The Becket-Turnbridge complex (721C, 721D and 721F) and the Becket Sandy Loams (723C and 723D ) are moderate depth, well drained, sandy loams that formed in glacial till. Glacial till soils are the soils that was carried in and under the glacier and when the glacier melted these soils were dropped/left in place. These soils are characterized by flat angular rocks as a result of being pressed between the ice mass and the surface. These soils are also very bouldery. Woodland productively is moderate and erosion hazard is moderate for the C soils and high/severe for the D and F soils.

The Charlton Fine Sandy Loams (81B and 81C) are deep, well drained soils, that also formed in glacial till. Woodland productively is moderate and erosion hazard is moderate for the C soils and high for the D soils.

The Tunbridge Lyman Complex (831D) consists of a moderately deep to shallow well-drained soil that formed in glacial till. This soil is also very bouldery. Woodland productively is moderate and erosion hazard would be considered severe.

The Lyman-Knob Lock complex (851F) is a shallow, well drained to excessively well drained soil, that also formed in glacial till. It is a very rocky and very bouldery soil. Woodland productively is moderate and erosion hazard would be considered severe.

Note: The last letter in the soil type abbreviation corresponds to the percentage of slope. The scale ranges from A to F with A/B corresponding to flat/very gentle slopes and



D/E/F denoting steeper slopes.

### Wetlands/Ponds & Streams

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The property has frontage on Woodward Lake and also contains some seeps and intermittent streams as shown on the attached Forest Type Map.

### Riparian Areas

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The actual term Riparian Area (stream/lake/wetland corridor) has many definitions available from several agencies and from several disciplines and all offer a definition based on the long-term sustainability of ecologic functions present within them. While having been defined for many years, Riparian Areas (RA) have been the focus of much attention from environmentalists and conservationists alike.

Having been the focus of concern, the time came where the various agencies and disciplines pooled their knowledge and better defined riparian areas. The best definition based on this recent collaboration; *includes the water body, riparian land and parts of the upland areas that have a strong linkage to the water.*

Essentially what this is saying is the farther away we move from the body of water and riparian lands (those adjacent to the water body), there is less and less contribution to that water body. However, there is contribution up to a point. Those uplands five-foot from the riparian lands do contribute significantly to the water body. The uplands 100 foot from the water body likely contribute some and those uplands 200 foot from the water body *may* contribute nothing.

By defining these riparian areas we can maximize contribution and minimize impact to a particular water body thus maintaining that water body's quality.

### Riparian Management

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The riparian, or streamside, area of the forest is a three dimensional zone of interaction between the terrestrial and aquatic ecosystem that extends down into the groundwater and up above the tree crowns (forest canopy). It also extends outward across the floodplain and up the slopes that drain to the water as well as laterally into the terrestrial ecosystem along the watercourse at variable widths.

The riparian area contributes to the overall environmental health of both the forest and stream ecosystems in several important ways. The riparian forest contributes organic matter energy to aquatic insects, fish and the entire aquatic ecosystem in the form of organic carbon in leaf litter and dissolved organic carbon in runoff water from the forest uplands. It provides shade and changes the wave length of light reaching the water thus minimizing increases in water temperature and the production of undesirable filamentous algae.

The riparian forest contributes large woody debris that creates pools protecting fish from predators and provides a substrate on which fish and insect form of beneficial, single celled algae can grow. Riparian forests enhance bank stability and trap sediment. They also take up excess nutrients such as nitrogen and phosphorous preventing excess algal

growth. The streamside forest ecosystem sustains hydrologic integrity by absorbing precipitation, replenishing groundwater and releasing it over time thus maintaining flow and preventing flooding. The aquatic and riparian ecosystem together provide a moderately cool moist corridor meeting one or more of the habitat needs for the majority of wildlife species.

## Wildlife

Several forms of wildlife inhabit the property at various times of the year. Ruffed Grouse, White-tail deer, turkey, red & grey squirrels, beaver, muskrat, mink, barred owl, Goshawk, and various songbirds were noted during the sampling. Additionally, coyote, black bear, cottontail rabbit and hare, porcupine, opossum and members of the weasel family (long-tail weasel, pine martin and fisher) are also likely inhabitants.

Deer eat the buds on the advance regeneration and can cause significant damage to future crops. Since deer have few natural predators today (man and coyotes), **it is recommended that hunting be allowed and encouraged.** This will aid in controlling the deer, bear and small game populations as well as provide recreational opportunities on the land.

While over-populations of the deer herd are common in southern areas of the state, it has become a problem in most of New York State. The moderate browsing noted suggests a need for continued hunting pressure to keep populations in check and to protect flora from extensive herbivory.

Reducing the doe population is the key to reducing the deer herd. One buck can service many does and eliminating one buck does little if anything to control the population. NYS has a very bad buck to doe ratio (many more does than bucks) and the key to growing larger quality bucks is maintaining the buck/doe ratio to near a one to one ratio. Due to the land being within the NYS "Northern Zone" does can only be removed by hunting during the archery and blackpowder season, not during the rifle season.

All wildlife populations increase exponentially and decrease exponentially (standard parabolic curve). Maintaining a population above the carrying capacity of the land (to support that population) will result in forest damage and will ultimately result in an exponential decline. Controlling the population through hunting and trapping helps to prevent this unnecessary condition and in the long run is better for the forest and more humane to individual animals. Feeding of deer during harsh winters is not recommended as this can artificially increase the carrying capacity and can cause higher rates of mortality when feeding is ceased.

Turkey and deer are both acorn consuming wildlife and high populations of either can be detrimental to establishing oak reproduction. An abundance of Beech nuts were noted throughout the field reviews conducted in the fall of 2013 and these species, as well as others, consume Beech nuts when mast production is high. The diversity of hard mast production on the property is encouraged through the forestry plan as it allows for diversification of diet of wildlife.

Because of the properties relative seclusion, it can be assumed that many common birds which live in northeastern forests are present (many are only spring/summer/fall



residents). Care will be taken during management activities to protect trees which have visible nesting cavities. These cavities can take up to 30 years to develop (in harder woods like oak, beech, hard maple). In addition many declining and dead trees will be kept (per acre) to support woodpeckers which depend upon these trees for survival. Overall it is anticipated that management activities will have only beneficial effects for our feathered friends.

In general, management activities tend to help wildlife populations by setting back forest succession. Wildlife needs diversity and activities, which set back succession, create a more diverse plant population. This in turn supplies food and shelter for wildlife. For example, the harvesting of mature trees allows light to penetrate to the forest floor. This in turn spurs advance regeneration which provides food for many forms of wildlife. In addition, these smaller trees provide nesting areas for many songbirds that nest close to the forest floor (thrushes, etc.).

For further information on wildlife, you may want to contact the:

Audubon Society  
225 Varick Street  
New York, NY 10014  
212-979-3000

Ruffed Grouse Society  
451 McCormick Road  
Coraopolis, PA 15108  
412-262-4044

Quality Deer Management Association  
PO Box 160  
Bogart, GA 30622  
1-800-209-DEER (3337)

Trout Unlimited  
1300 N. 17th St.  
Arlington, VA 22209  
(703) 522-0200

#### Fisheries Habitat

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The property is adjacent to, and abuts, Woodward Lake, which is a known fishery for warm water species.

#### Rare, Threatened and Endangered Species

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Field observations revealed no presence of rare, threatened or endangered species. (Sampling done 5/18)

#### Forest Health and Fire Protection

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Northern hardwood types (maple, birch) can suffer from various cankers diseases as well as insect attack. Northern hardwoods are also the preferred food of forest tent caterpillars and it is likely the forests in the area were attacked in the mid 2000's.

The invasive Asian long-horn beetle could be devastating to our native maples (especially sugar maple--aka hard maple) and it was found in the NYC/Long Island area in the late '90's. It has the potential to devastate our native maples and a careful eye should be kept on the maples for any sign of its presence. Key signs are 3/8" holes which appear as if someone drilled the tree. These holes may appear in-groups.

Oaks can suffer from numerous wilts and diseases. Many of these problems are

enhanced in oaks by the fact that roots from individual trees will “graft” with one another. Oaks are also the preferred food of the gypsy moth (caterpillars) and nearby areas have been plagued by over populations of gypsy moths in the past.

American beech suffers from a disease known as beech bark disease. Much of the beech in the northeast has been affected and so it is with the beech on the property. Beech bark disease creates openings in the bark and causes decay. Beech is a very shade tolerant species (can grow well in a dark understory) and is one of the few tree species which can propagate itself (it can sprout new individuals off of it’s root system). Because of its shade tolerance and propagation abilities, it can easily take over a woodlot.

Pines can suffer from red rot, blister rust and a number of pests and diseases. One of the more common insects that effect white pine is the white pine weevil. This insect kills the terminal leader (bud) which causes a lateral bud to take over (as the main stem) and this causes a forked, twisted and multiple main stems.

White ash in certain areas suffers from something called dieback or the “yellows”. The yellows was noted in some of the white ash on the property and this is typical for white ash in NYS. Additionally ash in NYS is at potential risk from the Emerald Ash Borer (EAB). EAB is a devastating borer, can kill ash trees rapidly and populations have been found in almost all counties south of the NYS Thruway (I-90). Populations have also been found in nearby Saratoga County.

Hemlock in the lower/mid Hudson Valley and Catskill Mountains is being attacked by the hemlock woolly adelgid (HWA) and Elongated hemlock scale (EHS). HWA is a small aphid type insect and the EHS is also a small aphid.

Threat from wildfire is minimal due to the lack of fuel buildup (deadwood), forest type and other limiting factors that impede fire and it’s spread. The interior of the forest is relatively accessible with the current road system. As forest treatments occur, the road system will be better developed providing easier access to the forest's interior.

The attached topographic/skid road map shows existing/proposed skid roads and it would be logical for the owners to communicate with the local fire department and provide them with a copy of the forest type map and topographic/skid road map with the proposed road(s) highlighted.

It is also advisable that the owners and any recreational users exercise caution with open flames and only operate recreational vehicles equipped with approved spark arrestors.

#### Exotic Invasives (Plants)

Exotic invasives are foreign plants that have come to be established in this country in many ways. These plants have migrated/escaped into our environs. With the absence of insects, diseases, viruses, etc. that keep these plants in check in their native environs, these plants can spread rapidly, displace our native plants and cause problems with forest regeneration. Common examples of these include Japanese barberry, multiflora rose, Tree of Heaven, Norway Maple and the list goes on.

Bush honeysuckle is present, in all stands, on the property.



## Management Objective

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With respect to tree age, there are only two ways that a forest can be managed. A forest can be even-aged, meaning that all trees are at or near the same age (within 10 years or so). Or it can be managed for trees of many different ages. This is referred to as all age or uneven-aged management.

**Even-aged** management does not necessarily mean that “all” the trees within a stand are of the same age. The next forest, should ideally, be established or be on its way to being established, underneath the existing forest canopy prior to any final harvest. Even-aged management is typically associated with “clearcuts” however this need not be the case. Our northeastern species are quite prolific and many foresters in the east rely upon our prolific natural regeneration to perpetuate the next forest.

In even-aged management, natural regeneration can be depended upon (in the northeast) and the environment manipulated to obtain desired results. One system of even-age management relies upon “shelterwood” harvests to open the canopy enough to encourage regeneration of the desired species. Shelterwood harvests are typically done in a two or three cut “system”.

The first (and possibly second) cuts reduce the basal area enough to allow sufficient light into the forest to regenerate the desired species (shade tolerance). Ideally, the trees left should be large, sturdy, well formed, free of disease, insects & pests and need to be seed producing. They will be spaced to create as uniform a protection as possible and to spread seed in a relatively equal manner (hence the name shelterwood). The second cut (or third cut in a three cut shelterwood) is designed to release the established regeneration.

The shelterwood system is efficient, caters to less shade tolerant trees (which in general are more valuable and tend to be better food for wildlife) and makes provision for always leaving forest cover intact. In a three-cut shelterwood, the final crop of trees need never be removed (if that is the owner’s desire). In fact, in many circumstances, it would cause significant damage to the valued regeneration.

It is recommended that even aged management be employed in all stands on the property.

**All-aged** management on the other hand caters to shade tolerant species. Hard maple is an example of a valuable shade tolerant species. However, beech and hemlock are our two most shade tolerant species. They are also some of our least valued species and both can suffer from insect/disease problems.

All-aged management is possible in most forest types however it works best with higher valued shade tolerants such as hard maple.

## Commercial vs. Non-commercial Treatments

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Overall the forest in question has an amount of undesirable growing stock (UGS) that is saleable only as pulp/firewood. In many woodlots this is a problem as pulp/firewood is a low grade, low value forest product. Low value forest products need to be close to their final destination (market) in order for it to be economical to be harvested. Trees are a heavy and bulky product and trucking costs are high. Fortunately there is a demand for

firewood and pulp in the local area.

## Regeneration

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One of a forester's most important jobs is to regenerate the forest (probably the most important), with a desirable species mix in a timely fashion (prior to final harvest). In this light, the brush stage is avoided and up to 15 years (or more) can be shaved off of the next rotation.

Each stand was sampled for regeneration. The regeneration present, at this time, is known as advance regeneration because it is present prior to the execution of any final harvest.

## Maturity and Rotational Diameters

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Maturity refers to an individual tree or stand's age. Oaks, pines, maples, hickories and a number of other trees are fairly long-lived trees. These trees are considered mature when they reach about 18" DBH (diameter at breast height--4.5' above ground level). This is a general rule of thumb, so to speak, as on lesser quality sites it takes longer to grow a tree to 18" (oak on site 3 at age 80 will average about 12" DBH--oak on a better site 2 will average 18" DBH at age 80).

For management purposes, trees 22-24" are considered to be very mature and anything over 24" will be considered overmature.

While it is an owner's prerogative to set a rotational diameter, a diameter you will not let trees grow past (in the woods, not on your lawn border), it is recommended that this diameter be kept to 22-26" or below in most stands.

At a given point in trees' life, growth slows and decay will eventually set in. This means that value begins to decrease. While some individual trees can grow to large diameters, this is the exception rather than the norm. Additionally, most harvesting and processing equipment is geared towards trees with maximum diameters of no greater than 30" (and this is very large).

## FOREST STANDS

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### Forest Type Map

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With this management plan is a forest type map. The forest type map shows some of the physical features of the property (boundaries, rock walls, streams) and divides the property into forest types. Each numbered forest type corresponds with a stand diagnosis and prescription sheet of the same number as well as the following narrative on each stand.

Individual stands and the information derived from sampling are (and should be) representative of the stand as a whole. However, what is growing on one specific acre maybe different than what is growing on an adjacent acre, even within the same stand. Additionally, forests are dynamic environments. As such they are constantly changing and small changes, over time, add up. Harvesting, mortality, windthrow, ice storms, etc.



all take their toll upon individual trees, stands and forests. Because of this, it is best to look at individual "stands" as management units.

Key To Terms:

**All data Main Crown Canopy;**

Size=Acres;

MSD=Mean Stand Diameter-similar to average diameter of average tree;

BA=Basal Area-the square footage per acre covered by live trees. Typical adequate stocking in most hardwood types is 70-80 sq.ft; in softwoods it is 120 sq. ft +/- (this is a generalization and variations do exist by species).

T/A=Trees per acre-number of trees per acre. As diameter increases this will tend to decrease.

AGS=Acceptable growing stock (well-formed and healthy trees).

UGS=Unacceptable growing stock (poorly formed/diseased/injured trees).

Site Class= 1 highly productive; 2 moderately productive; 3 poor.

RM=Riparian Management

Stand 6

Size=13 acres; MSD=12.4 inches; BA=159.0 Square feet/acre; T/A= 192.0 trees/acre; Site Class=2.

*Description:* This small white pine/northern hardwood stand is located just off the road frontage. It is estimated this stand was released from agriculture 120+ years ago. Like nearby stands, this stand was commercially harvested 35+/- years ago. It was also harvested 5+ years ago.

White pine comprises the majority of stocking (64%) and soft maple, white ash, beech, yellow birch, hemlock, hard maple, red oak, hemlock, white birch and black cherry comprises the remainder of stocking.

Stocking within the stand is variable with basal areas ranging from 100-190 square feet per acre. Species composition is consistent throughout the stand with white pine and northern hardwoods predominating.

UGS comprises a very high 32% of stocking and is composed primarily of poorly formed white pine (that was attacked by the white pine weevil when it was young) and poorly formed white ash.

Advance regeneration is present in some quantity averaging 600+ sapling per acre. Here it is composed primarily of soft maple, the desirable hard maple and non-desirable beech.

No signs were noted of pests affecting the white pine currently. However, as noted above, many of the larger pines were attacked by the white pine weevil, when they young, and this is the reason for the multiple stemmed trees. Save for the beech being infected with the beech bark disease, no signs were noted of other hardwood pests. The white ash currently looks healthy but as noted above, is at risk to the EAB.

Like all stands on the property, some bush honeysuckle plants were noted and a few stray Japanese barberry plants, were also noted.

Given the higher level of stocking and UGS, a commercial thinning is recommended here to reduce the percentage of UGS and capture value on competing trees.

*Prescription:* 2021; Commercial thinning.

#### Stand 7

Size=102 acres; MSD=11.4 inches; BA=94.0 Square feet/acre; T/A= 132 trees/acre; Site Class=2.

*Description:* The largest stand on the property, this well stocked northern hardwood stand (maples, birch, beech) occupies the central and northern portion of the property. It occupies a good growing site and it is estimated this stand was released from agriculture 120+ years ago.

Hemlock comprises 27% of stocking and soft maple (21% of stocking), yellow birch, black cherry, hard maple (aka sugar maple), white ash, beech, red oak, yellow birch, poplar, white pine, poplar and spruce comprises the remainder of stocking.

This stand was commercially harvested approximately 35+/- years ago.

Stocking is fairly consistent with basal areas ranging from 80 to 130 square feet per acre. Species composition is also fairly consistent with soft maple, hemlock, white pine and yellow birch predominating in most sections of the stand.

Advance regeneration is present in quantity averaging over 850+/- saplings per acre. Here it is composed primarily of beech (390 saplings per acre), yellow birch (341 saplings per acre) with the remainder being hophornbeam (aka ironwood) and black birch.

Unacceptable growing stock (aka UGS), in this stand, comprises a higher 33% of stocking. Most of this is poorly formed white pine that was attacked by the white pine weevil when it was young.

No signs of gypsy moth or forest tents were noted during sampling. The ash noted in the stand appears to be currently healthy, but with the Emerald Ash Borer (EAB) two towns away this, it is just a matter of time before they are attacked. Most, if not all, of the beech in the stand is infected with the beech bark disease.

Like all stands on the property, bush honeysuckle is present in many areas.

Given the stocked condition of the stand combined with the higher percentage of UGS, a commercial thinning is suggested to reduce the percentage of poorly formed/diseased trees. The ash could also be preemptively harvested, to capture it's value. This would then concentrate growth on the better formed, future, crop trees.

*Prescription:* 2021; Commercial thinning.



## Stand 9

Size=97 acres; MSD=10.3 inches; BA=120.0 Square feet/acre; T/A= 207 trees/acre; Site Class=2.

*Description:* This large, well stocked northern hardwood stand (maples, birch, beech) is found in the northwest portion of the property. It occupies a moderate quality site and it is estimated this stand was released from agriculture 120+ years ago.

Hemlock comprises 26% of stocking and beech (21% of stocking), hard maple (17% of stocking), yellow birch (15% of stocking), soft maple, black cherry, white pine, red oak, white ash, white birch, basswood and hophornbeam comprises the remainder of stocking.

This stand was commercially harvested approximately 35+/- years ago.

Stocking is somewhat consistent with basal areas ranging from 100 to 160 square feet per acre. Species composition is also fairly consistent with hemlock, maple, birch and beech predominating.

Advance regeneration is present in quantity averaging over 350+/- saplings per acre. Here it is composed primarily of beech (268 saplings per acre) with the remainder being hard maple, red oak and black cherry.

Unacceptable growing stock (aka UGS) in this stand comprises a very high 44% of stocking.

No signs of gypsy moth or forest tents were noted during sampling. Also no signs were noted in the hemlocks, of the Hemlock Woolly Adelgid (HWA--a small invasive aphid that can kill them). Most if not all of the beech in the stand is infected with the beech bark disease.

Like all stands on the property, bush honeysuckle is present in many areas.

Given the stocked condition of the stand with the higher percentage of UGS, a commercial thinning is suggested to reduce the percentage of poorly formed/diseased trees. This would then concentrate growth on the better formed, future, crop trees.

*Prescription:* 2021; Commercial thinning.

## Treatments and Soil/Water Conservation

Overall the property has gentle terrain and the existing skid roads are in good shape.

Following commercial forest treatments, water bars, narrow ridges of soil constructed across trails that divert runoff off the roads, should be installed on all skid roads. As water flows down the road (trail), these ridges divert the water off the road and prevent the water from gaining velocity (energy) that can cause erosion.

Recommended spacing of waterbars is based on the steepness of the slope with steeper slopes receiving more water bars. Water bars should be inspected periodically and

reshaped or reconstructed (and/or cleaned if leaves and branches are present) as necessary.

### Spacing of Waterbars

(Adopted from the New York State BMP field guide)

Percent Slope of the Trail	Distance (in feet) Between Water Bars
2	250
5	135
10	80
15	60
20	45
25	40
30	45

Following NYS's BMP and the guidelines for the Streamside Management Zones (aka SMZ's) listed below will result in a satisfactory harvest (from a sedimentation and water quality viewpoint).

Harvest operations are ideally conducted when soil disturbance will be minimal. Where soils are marginal or limited (steep slope, high percentage of clay, etc.), treatments are best accomplished when the soils are dry or frozen (summer/winter). The stands being treated contain predominately rocky soils with moderate terrain and operations could safely be done in all but the most wet times.

At the completion of operations, the landing and those portions of the main skid road where slope exceeds 5% should be limed, fertilized and seeded. Rates of application for lime and fertilizer can be determined through soil testing or a general application of 2 tons per acre of lime and 600 lb. of 5/10/10 fertilizer per acre would be sufficient.

For the roads, the seed should be a mixture of annual and perennial grasses that are shade tolerant. The annuals will rapidly establish a ground cover and the perennials will ensure its perpetuation. As an alternative that will supply food/habitat for many of our songbirds (as well as our native hummingbird), the owners should consider using an inexpensive wildflower seed mix for the landing area or simply using lime, fertilizer and "mulch hay" which will functionally provide an environment where wildflowers will seed in (aided by the seed contained in the mulch hay).

To protect water resources from possible sediments, streamside management zones (SMZ) should be designated prior to harvesting operations. As no streams/runoffs are present, the only areas of concern are the seeps. The following guidelines should be used to protect these SMZ;

- discourage any disturbance within 10 feet of a waterbody;
- trees should be felled away from streams and wetlands;
- operate all equipment at least 50 feet from water bodies--100 feet or more if the slope exceeds 10%;
- locate roads at least 100 feet away from streams, ponds and wetlands--150 feet for



slopes greater than 30%;

-locate log landings at least 200 feet away from water bodies.

Prior to the start of any harvesting operations, SMZ's should be laid out in flagging or paint and need to be fully understood by contractors.

Additional information on soils may be obtained through the County Soil and Water Conservation office:

Fulton County Soil and Water Conservation District  
113 Hales Mills Road  
Johnstown, NY 12095  
518-483-4601

or through the New York State Department of Environmental Conservation at:

NYS Department of Environmental Conservation  
Division of Water Quality Management  
625 Broadway  
Albany, NY 12233

#### Stream Bank Erosion

No stream bank erosion was noted.

#### Recreation

Currently the owners enjoy numerous forms of recreational activities on the property. These include wildlife observation, hiking, boating, fishing, swimming and general nature enjoyment.

Opportunity exists for many others forms of outdoors recreational activities and the potential is there for these opportunities to be expanded through forest management activities.

#### Treatments and Aesthetics

Silvicultural treatments can be unsightly to many people who do not understand that logging debris (slash) forms an important part of the forest environment. 90% of a tree's nutrients are contained in the leaves and small branches. The top of the mature trees that have been out of the reach of ground dwelling wildlife (deer, etc.), that browse on tree buds, are now available and serve as an important food source (especially in harsh winters).

At the same time these tops can act as protection to new seedlings which, if not blocked by the top, can also serve as deer browse in an already overbrowsed environment. Tops can also serve as valuable nesting places for rabbits and songbirds, particularly thrush and other near ground nesters. An additional wildlife benefit from dense, or hard to get at places, is cover for prey animals. Needless to say what might look harsh may not necessarily be bad. Simply put, I have yet to see an attractive blowdown or burn site and yet these areas are natural and are very positive for nature.

## Timber Volumes and Values

Below are the timber volumes and value by stand. These are gross volumes and values and are listed purely for informational purposes (they are accurate and are, in fact, conservative--see notes at end).

The values listed are the current inventory and its' value. It is best to think of this value as money in the bank which can only be drawn upon at certain times. In fact, it may be best to think of it as an endowment--something which you can utilize the interest income on only.

Generally speaking, the forest needs a large portion of this inventory to grow high quality timber. Understocked stands decline in value--especially oak stands which are prone to epicormic branching (which devalues the timber).

As stands fully mature and are regenerated, income will be generated. Additionally, the inventory will continue to grow with time. Trees become valuable when they reach sawtimber size (12"+). Trees that are currently 10" have been assigned no timber value, yet they will increase to 12" (with proper management and on the better sites) in 5-10 years.

The best thing about timber values is that it demonstrates to the owners the valuable asset that they own. Such an asset deserves attention and if properly managed, will return numerous benefits as trees have a much greater value than just monetary.

### Sawtimber Volumes and Value:

Species	Volume	Value
White Pine	171 MBF	\$ 17,100
Soft Maple	88 MBF	13,200
White Ash	10 MBF	2,500
Red Oak	37 MBF	14,800
Hard Maple	106 MBF	53,000
Yellow Birch	40 MBF	10,000
Hemlock	107 MBF	4,280
Other	23 MBF	1,840
<b>TOTALS</b>	<b>582 MBF</b>	<b>\$ 116,720</b>

Notes: MBF=thousand boardfeet--1/4 International Rule. UGS has been assigned no value and other program limitations have been factored into boardfoot volumes. *This volume/value is based on plot sampling and is not warranted in anyway.*

### Unique Market Potentials

Opportunities may exist for unique markets. These may include such salable items as ginseng, wild mushrooms, herbs (goldenseal, etc.), pine cones and various other indigenous plants and plant products/parts. As the author is a forester and not a plant biologist or mycologist, it is recommended outside information be sought from informed

organizations on these unique markets. A good starting point would be your local Cooperative Extension Agent.

### **EQIP/WATERSHED PRACTICES RECOMMENDED**

Practice & Location

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Potential Cost Share Source

---

None

None

### **Treatment Schedule**

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2020	No Treatment
2021	Commercial thinning stands 6/7/9
2022	No Treatment
2023	No Treatment
2024	No Treatment
2025	No Treatment
2026	No Treatment
2027	No Treatment
2028	No Treatment
2029	Re-evaluate all stands

## APPENDICES



## About the Forest Stand Pages

The following is how the Forest Stand Information Pages are laid out:

Stand: is the stand # and this corresponds to a stand as laid out on the ground and on the forest type map;

Acres: acres in the stand

Site Class: is productivity of the site 3=poor, 2=good 1=great

Trees per acre: is the number of trees per acre--derived from sampling

Basal Area Per Acre: is the amount of square feet per acre (at breast height-DBH) covered by live trees. **DBH=diameter at breast height--4.5' above ground level.**

Volume per acre: is the boardfoot volume per acre--total all species

Stand Volume: is the gross volume of the stand--total all species

\*\*\*Number per acre\*\*\*: is the breakdown by species and diameter (DBH).

Tree species are as written.

AGS is acceptable growing stock --which means a tree that is healthy and is capable of producing, or has, a grade 2 sawlog in it's first 10'. UGS is unacceptable growing stock - a tree which is not capable of producing a grade 2 sawlog, is near death (may have commercial value as pulp). A forest is healthier (and more valuable) if it is comprised of acceptable growing stock (AGS).

\*\*\* Volume per acre\*\*\*: is the breakdown of volume, in boardfeet (International 1/4 Rule) by species and diameter.

Regeneration: is the number of seedling/saplings per acre of advance regeneration. This is the next forest.

When mentioned in the stand narrative, seedling refers to a tree less than 4.5' in height; saplings are 4.5'+ in height and to a diameter (DBH) of 3.9"; poletimber is from 4" at DBH to 11" DBH; sawtimber is 12"+ DBH.









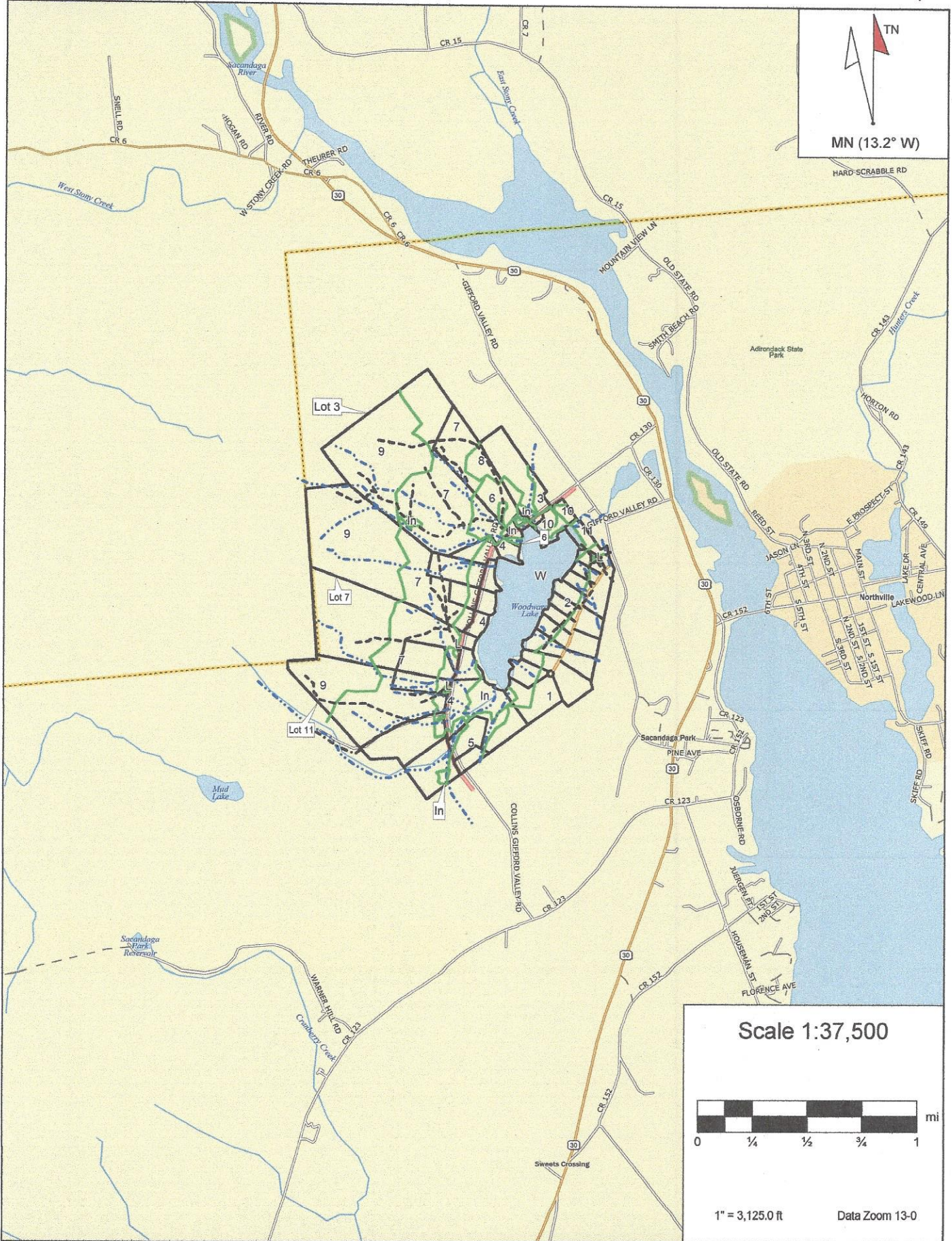




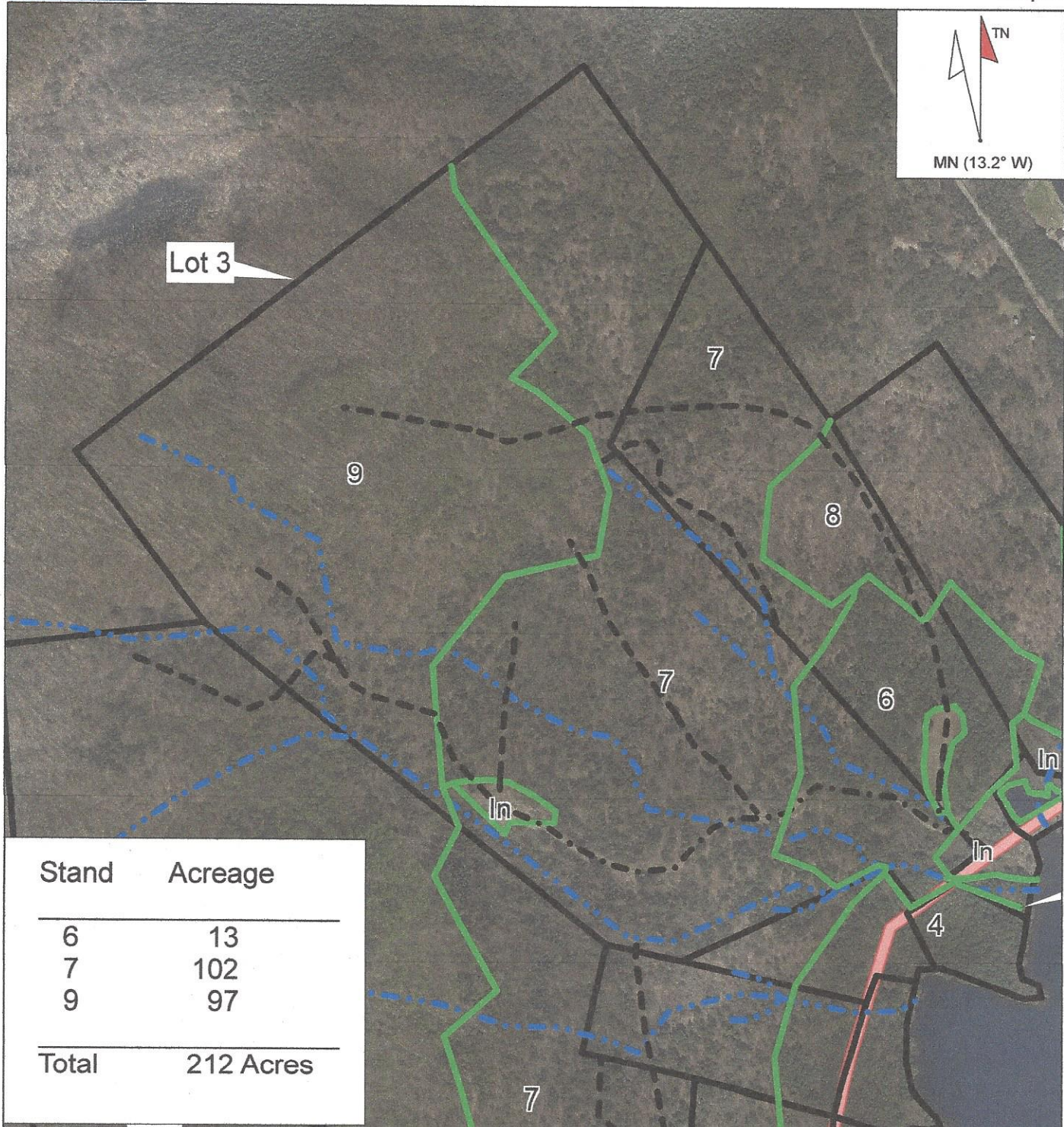
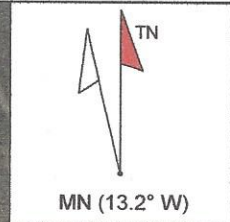












Stand	Acreage
6	13
7	102
9	97
<b>Total</b>	<b>212 Acres</b>

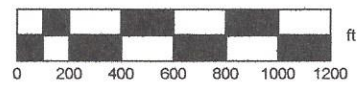
**FOREST TYPE MAP** for the lands of:  
 Woodward Lake Properties, LLC Lot 3

Situate in the Town of Northampton, Fulton County, NY FTL#

S=Scap 1=Forest Stand NC=Non Committed F=Field  
 L=Existing Landing LR=Recommended Landing In=Ineligible B=Brush  
 Existing Forest Roads= Haul Road  
 Recommended Forest Roads= Stream= Waterbar= /  
 Existing Culvert= Recommended Culvert= Building(s) as Shown

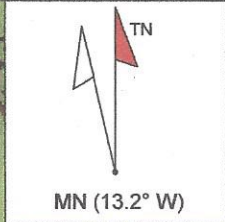
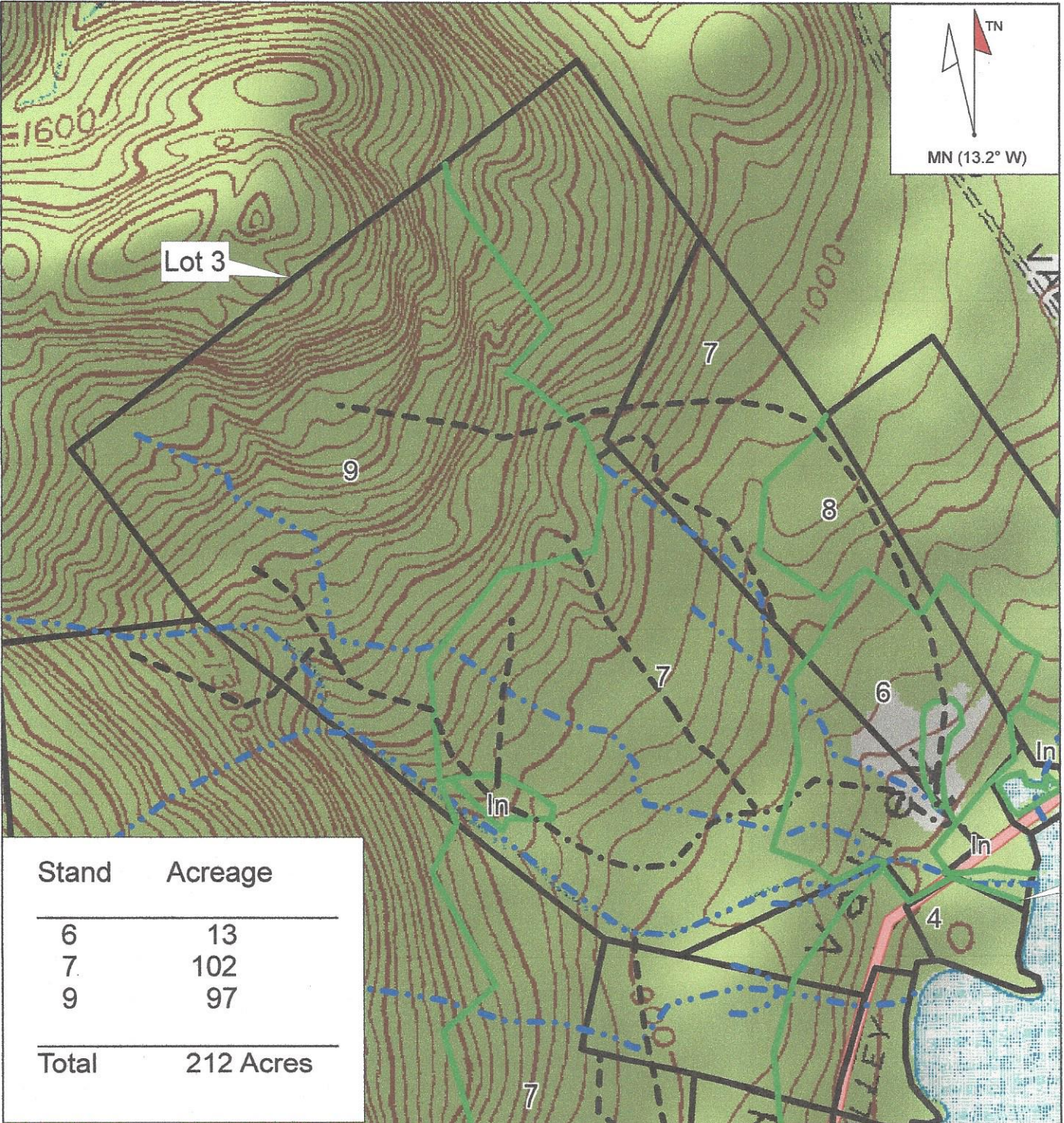
Driveway= Riparian Area Stand=.....  
 Forest Type Map Prepared by Brian Bower, CF  
 305 County Route 20, Cairo, NY 12413 518-622-9362, Fax: 877-782-8524  
 email: bbowerforest@verizon.net  
 All Maps Geo-referenced by Brian Bower

Scale 1:8,800



1" = 733.3 ft Data Zoom 14-0





Stand	Acreage
6	13
7	102
9	97
<b>Total</b>	<b>212 Acres</b>

**FOREST TYPE MAP** for the lands of:  
 Woodward Lake Properties, LLC Lot 3

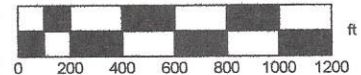
Situate in the Town of Northampton, Fulton County, NY FTL#

S=Seep 1=Forest Stand NC=Non Committed F=Field  
 Forest Type Boundary= LR=Recommended Landing In=Ineligible B=Brush  
 L=Existing Landing LR=Recommended Landing In=Ineligible B=Brush  
 Existing Forest Roads= Haul Road  
 Recommended Forest Roads= Stream= Waterbar= /  
 Existing Culvert= Recommended Culvert= Building(s) as Shown

Driveway= Riparian Area Stand=

Forest Type Map Prepared by Brian Bower, CF  
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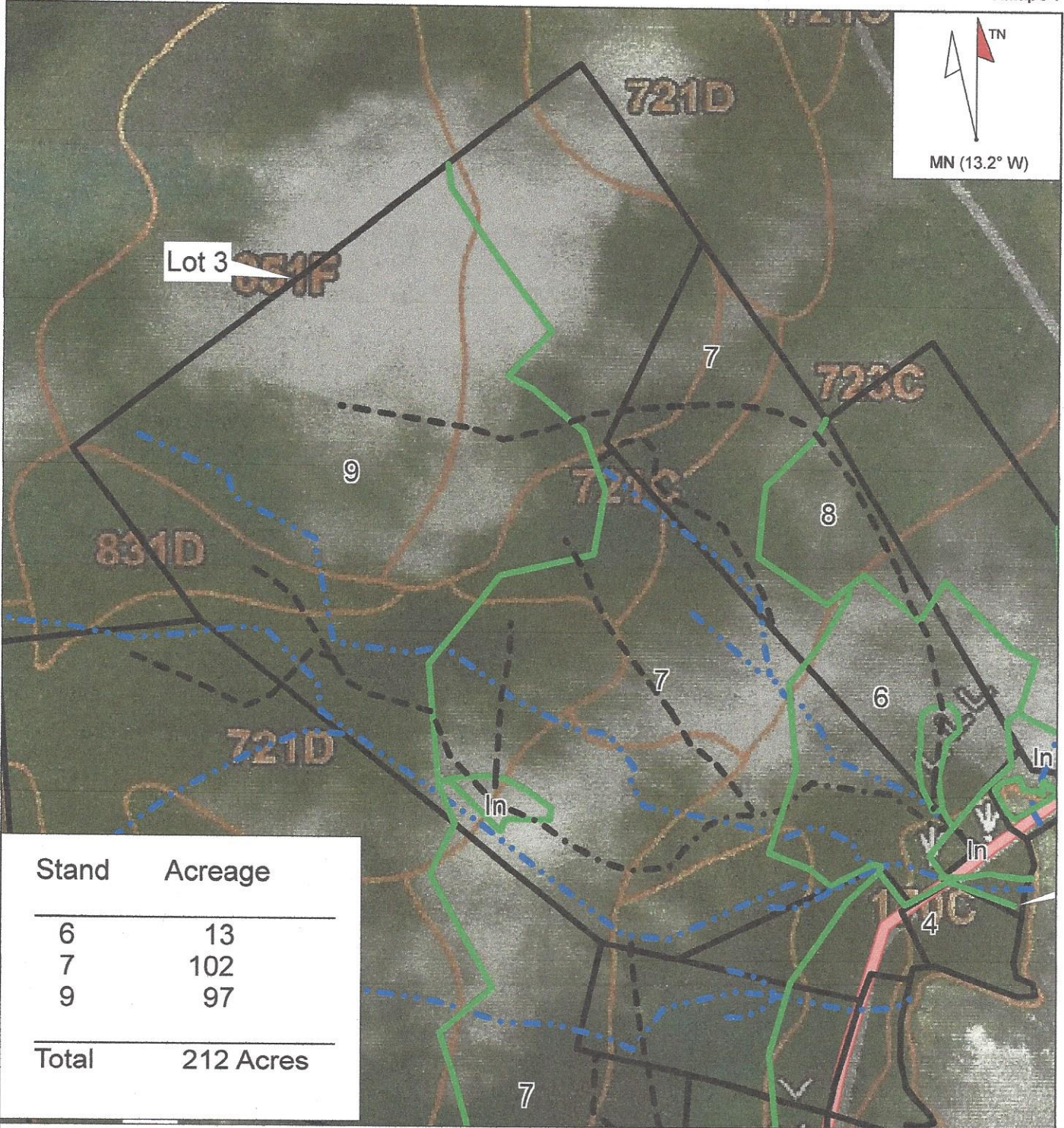
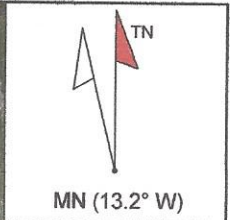
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Lot 3

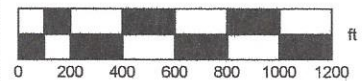
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1" = 733.3 ft

Data Zoom 14-0



## GLOSSARY

*Acre* – A unit of land containing 43,560 square feet.

*All-aged stand* – see uneven-aged stand.

*Apron of rip-rap* - A layer of rock used for stabilizing soil that is subject to erosion.

*Artificial regeneration* - The establishment of a forest by planting seedlings or by seeding an area.

*Basal area* - A measure of the cross-sectional area taken up by trees at 4.5 feet above ground level.

*Bedding* - A site preparation technique, usually in wet areas, whereby a small ridge of soil is formed as an elevated planting or seedbed.

*Best Management Practices* (BMPs) - Forest management practices, developed pursuant to federal water quality legislation, to minimize or prevent nonpoint source water pollution. Often in more general usage referring to any good forest stewardship practices.

*Bladed skid trail* - A path most frequently traveled by harvesting equipment, normally leading to a landing for processing, that has been intentionally cleared down to the soil layer by a machine.

*Boardfoot* – a unit of wood volume in a tree, log or board. A boardfoot measures 1'x1'x 1".

*Borrow pit* - An area that has been excavated for earthen material .

*Broad-based dip* - A surface drainage structure designed to convey surface runoff off of a road while allowing vehicles to maintain normal speeds.

*Buffer strip* - A relatively undisturbed section of forest adjacent to an area requiring special attention or protection such as a stream, lake, or road.

*Channel* - A natural stream which conveys surface runoff water within well-defined banks.

*Chemical site preparation* - The use of herbicides to control plant competition to prepare an area for the establishment of a future forest either by artificial or natural means.

*Clearcutting* - The total removal of a merchantable tree crop from an area.

*Commercial treatment(s)* – a forest treatment that generates income for a landowner.

*Contour* - An imaginary line on the land surface that is at a constant elevation.

*Codominate tree* – a tree that extend to the same height as surrounding individuals trees and capture sunlight from around the crown. It is over topped by a dominate tree.

*Crop tree* – a young tree of a desirable species with certain characteristics desired for timber value.

*Crown* – the uppermost branches and foliage of a tree.

*Crown classes* – see codominate, dominate, intermediate and suppressed.

*Culvert* - A metal, concrete, or plastic pipe through which water is carried.

*DBH* – Diameter at breast height—4.5' above ground level.

*Directional felling* - Felling trees so that they fall in a predetermined direction which will cause the least damage to the site.

*Disking* - Tilling soil to reduce competing vegetation.

*Dominant tree* - trees that extend above surrounding individuals and capture sunlight from above and around the crown.

*Drainage structure* - A man-made structure that facilitates the movement of water off an area.

*Dredge material* - Material unearthed when a ditch is excavated.

*Drought index* - A measure of soil or vegetation dryness.

*Duff* - The partially decayed organic matter on the forest floor.

*Edge* - An area where two or more vegetation types converge.

*Ephemeral stream* - A watercourse generally without a well-defined channel which flows only in response to rainfall or snowmelt. Ephemeral streams flow for less than 20% of the year during normal rainfall conditions.

*Erosion* - The detachment and transportation of soil particles.

*Excessive rutting* - The determination of excessive rutting is highly subjective and must be made by a licensed forester or other qualified professional experienced in local logging operations, soil types, and site conditions (see definition of *licensed forester* and *qualified professional*). The determination must consider rutting extent and depth, soil type, slope, position on slope, management prescription, and any other pertinent factors.

*Filter strip* - A vegetated area of land separating a water body from forest management activities.

*Flood attenuation* - Forest management activities that lessen the severity of potential flooding.

*Ford* - A natural or paved stream crossing suitable for shallow streams with stable bottoms.

*Forest practice* - An activity related to the growing, protecting, harvesting, or processing of forest tree species.

*Forest types* - association of tree species that have similar ecological requirements.

*Forester* - A degreed professional trained in forestry and forest management.

*Forestry* - the science (and art) of tending woodlands.

*Grade* - The slope of a road, usually expressed as a percent.

*Girdling* - a method of killing trees by cutting through the stem and interrupting the flow of nutrients and water.

*Gully* - An eroded channel (generally at least 12 inches deep) which has deepened to the point that it cannot be removed by tillage.

*Harvesting* - The removal of merchantable tree crops from an area.

*Herbicide* - Any chemical or mixture of chemicals intended to prevent the growth of or promote the removal of targeted trees, bushes, and/or herbaceous vegetation.

*High Grading* - To remove all trees of value from a stand and leave inferior species and individuals.

*High flotation equipment* - Machinery that exerts low ground pressure.

*Humus layer* - The organic layer of the soil formed by the decay of organic matter.



*Intermittent stream* - A watercourse that flows in a well-defined channel for 20 - 90% of the year during normal rainfall conditions.

*Industrial forester* - a professional forester employed by a wood using industry—typically a sawmill or pulp mill.

*Intermediate crown class* - trees with crowns that extend into the canopy with dominate and codominate trees. These trees receive little direct sunlight from above and none from the sides. Their crowns are generally small and crowded on all sides.

*Intolerance* - a characteristic of certain trees that does not permit them to survive in the shade of other trees.  
*Federal wetlands* - Areas subject to the regulations of Section 404 of the Clean Water Act of 1987; generally concave or low-lying topographic forms that collect, store, or flow water frequently enough to favor a majority of plants that are adapted to saturated soil conditions.

*Individual Tree Selection* - also known as *selection harvest*; the harvest of all individual trees at regular intervals to maintain an uneven-aged forest.

*Litter* - The uppermost, slightly decayed layer of organic matter on the forest floor.

*Log landing* - A place where logs or tree-length material is processed for loading and transporting.

*Logging debris* - The unutilized and generally unmarketable accumulation of woody material, such as limbs, tops, and stumps, that remains after timber removal (also termed slash).

*Lopping* - The flattening of vegetation remaining after harvest in order to concentrate it near the ground.

*Low impact harvesting system* - A system of logging equipment that has minimal residual impact on an area or the land.

*Mast-producing tree* - A tree that produces nuts, such as oak or walnut.

*Material Safety Data Sheet (MSDS)* - The basic hazard communication tool that gives details on chemical and physical dangers, safety procedures, and emergency responses for chemicals.

*Mechanical site preparation* - The cutting of all standing material with blades or choppers to prepare an area for the establishment of a future forest either by artificial or natural means. Other practices include disking, bedding, and raking.

*Mineral soil* - The inorganic layer of earth composed of sand, silt, and clay, in varying amounts, with less than 20 percent organic matter in the surface layer.

*Muck swamp* - A very poorly drained area, usually with standing water, characterized by heavy organic matter accumulation.

*Mulching* - Covering an area loosely with some material to hold soil in place and facilitate revegetation. Straw and bark are common mulches.

*Natural channel* - A watercourse created by the erosive forces of water moving over land. Drainage ditches are not considered natural channels.

*Natural drain* - A naturally occurring conduit for the flow of water.

*Natural regeneration* - The planned regeneration of a forest that either uses existing trees as a source of seed or encourages sprouting from stumps or roots.

*Natural Resource Conservation Service* - the branch of the USDA that coordinates and implements conservation practices on private land.

*Nonpoint source (NPS) pollution* - Pollution which is (1) induced by natural processes, including precipitation, seepage, percolation, and runoff; (2) not traceable to any discrete or identifiable facility; and (3) controllable through the utilization of wise management practices.

*Overmature* – a tree, usually large in diameter, that is declining in growth rate due to age and/or loss of vigor.

*Outsloped roadbed* - A roadbed along a hill constructed so that water will flow across the road toward its downhill side.

*Patch clearcut* - A tree regeneration method whereby all of the merchantable trees in a relatively small area are removed.

*Peat swamp* - A poorly drained area with heavy accumulations of raw organic matter, resembling muck swamps but in general heavier and of better site quality.

*Perennial stream* - A watercourse that flows continuously (at least 90% of the year) in a well-defined channel.

*Permanent main access road (MA)* - A road normally constructed on a ridge or higher ground that tends to parallel the general flow of water, except when it crosses from one drainage system to another.

*Pesticide* - Any chemical substance that is used to control undesirable insects, diseases, vegetation, animals, or other forms of life.

*Poletimber* – trees 4 to 10 inches DBH.

*Prescribed burning* - The controlled use of fire to reduce or eliminate the unincorporated organic matter of the forest floor, or low, undesirable vegetation.

*Primary (or Main) skid trail* - The path most frequently traveled by harvesting equipment, normally leading to a landing for processing.

*Qualified professional* - A person whose training and experience qualifies him/her to make forestry and water quality recommendations. Examples of qualified professionals include: hydrologists, soil scientists, forest engineers, or technically trained individuals functioning under the direct supervision of a qualified professional.

*Regeneration* - Renewal of a forest (ie establishing seedlings/saplings) by either natural or artificial means.

*Rotation* - The planned number of years between the establishment of a crop of trees and its final cutting at a specified stage of maturity.

*Rutting* - Tracks in the soil resulting from the passage of heavy equipment.

*Sapling* – A tree 4.5' tall but less than 4" DBH

*Sediment* - Eroded soil particles that are deposited downhill or downstream by surface runoff.

*Seedling* – A tree less than 4.5' in height.

*Seep* - A place where groundwater flows slowly to the surface and often forms a pool; a small spring.

*Sensitive site* - An area that may have the following traits: highly erosive soils, steep slopes, excessively wet soils, connected aquatic systems, endangered species habitat, or other unique traits.

*Shearing* - The cutting of merchantable residual trees and stumps close to the ground after harvest.



*Shelterwood harvest* - A method for regenerating a site that involves the gradual removal of the residual stand in a series of partial cuts. A fundamental characteristic of the shelterwood method is the establishment of a new forest stand before complete removal of the parent stand.

*Silviculture* - The science and art of cultivating forests based on the knowledge of the life history and general characteristics of forest trees; the principles, theories, and practices for protecting and enhancing the establishment, growth, development, and utilization of forests for multiple benefits.

*Single-tree selection* - A regeneration method adapted for shade tolerant species whereby each small even-aged component of an uneven-aged stand occupies the space created by the removal of a single mature individual or small clumps of several such trees.

*Site productivity (site)* - An expression of an area's natural fertility or capacity to grow vegetation, especially trees.

*Site Index* - a measure of the quality of a site based on the height of dominant trees at a specified age. Generically we translate this to site index 1-3; 1=excellent, 2=moderate, 3=poor.

*Site preparation* - A forest activity to remove unwanted vegetation and other material to cultivate or prepare the soil for reforestation.

*Skid trail* - A temporary, non-structural pathway over forest soil for dragging felled trees or logs to a landing for processing.

*Skidding* - Moving logs or felled trees from the stump to a landing, usually with the forward end supported off the ground.

*Snag* - A standing dead tree from which the leaves and most of the branches have fallen.

*Stand* - a group of forest trees of sufficiently uniform species composition, age and condition to be considered a homogeneous unit for management purposes.

*Stocking* - the number and density of trees in a forest stand. Stands are often classified as understocked, well stocked or overstocked.

*Streamside management zone (SMZ)* - An area adjacent to the bank of a stream or body of open water where extra precaution is necessary to carry out forest practices in order to protect bank edges and water quality.

*Suppressed* - a tree condition characterized by low growth rate and low vigor as a result of competition with over topping trees.

*Timber Stand Improvement (TSI)* - any practice that increases the value or rate of growth of value growth in a stand of potential sawtimber trees.

*Tolerance* - a tree species capacity to grow in shade.

*Temporary limited use road (LU)* - A road constructed into an area to gain access for a specific operation such as harvesting that will be abandoned and allowed to revert to natural vegetation once the operation is complete.

*Toe of the fill* - The base of the fill surrounding a culvert, etc.

*Transpiration* - The vaporization of water from the living cells of plant tissues.

*Understory* - the level of forest vegetation beneath the canopy.

*Uneven-aged Stand* - A group of trees of a variety of ages and sizes growing on a uniform site.

*Water bar* - A mound or ridge of soil formed across a road or trail for the purpose of deflecting water onto the adjacent area, usually into the forest litter.



*Watershed* – A region defined by patterns of stream drainage. A watershed includes all the lands that contributes water to a particular stream or river.

*Water yield* - A drainage basin's total yield of liquid water during some period of time.

*Water turnout* - The extension of an access road's drainage ditch into a vegetated area to provide dispersion and filtration of rain-event runoff.

*Watershed* - All land and water within the confines of a drainage basin.

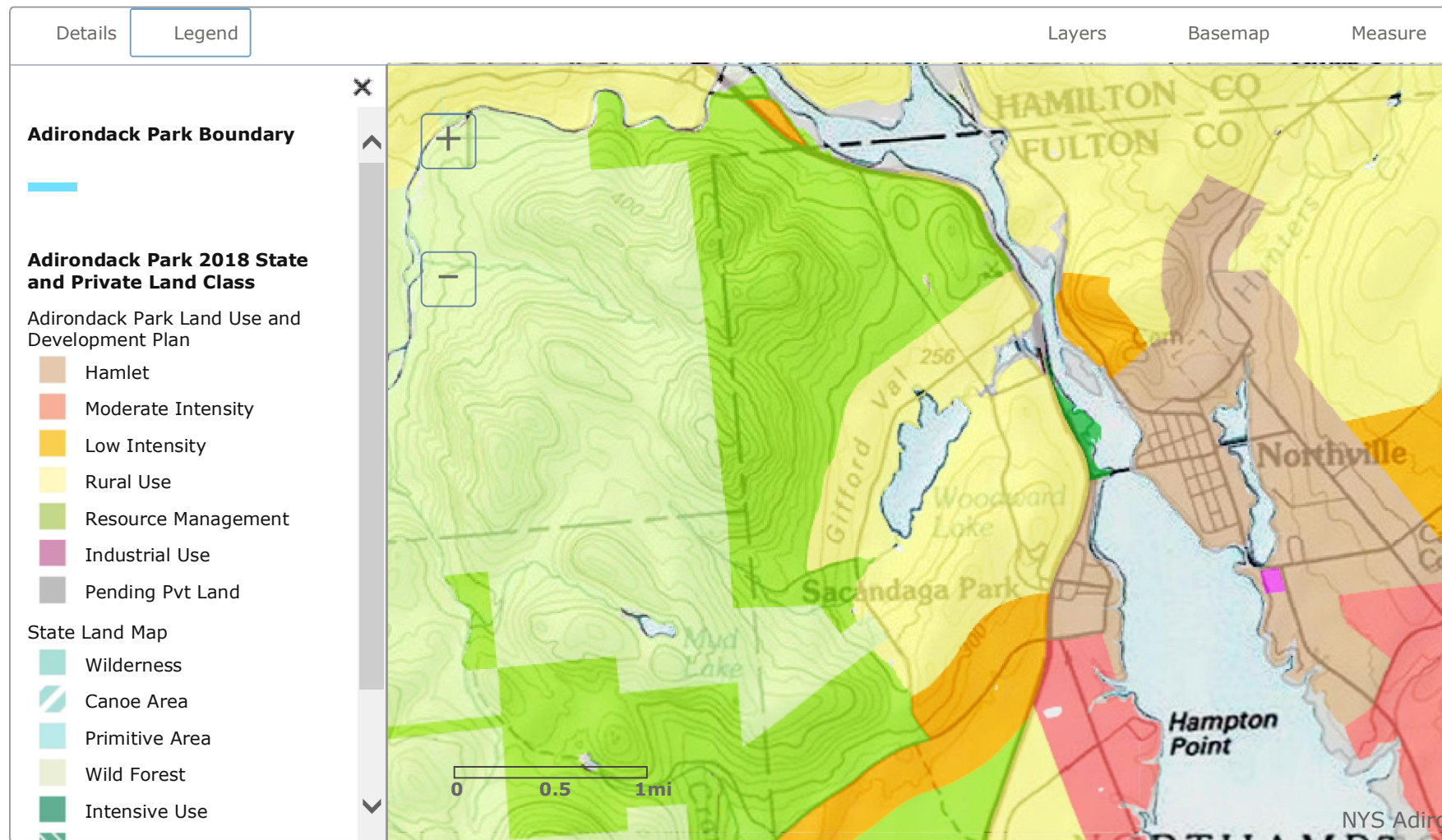
*Windthrow* – a tree felled by wind (also known as blowdown).

*Wing ditches* - Drainage structures that divert water flow from along a downward-sloping roadside, dispersing the water into a vegetated area to minimize erosion.

*Wolf Tree* – a larger older tree with a spreading crown and little or no timber value.

Addendum "8"

# Adirondack Park Land Classification





# Addendum "9"

## WARRANTY DEED

### THIS INDENTURE

Made the day of \_\_\_\_\_, 2020

**BETWEEN: WOODWARD LAKE PROPERTIES LLC, having a principal place of business at 155 Main Street, Suite D, Ononta, New York 13820,**

**party of the first part, (Grantor), and**

**party of the second part, (Grantee).**

**WITNESSETH**, that the party of the first part, in consideration of ONE AND 00/100 Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that piece or parcel of land situate, lying and being in the Towns of Northampton and Mayfield, County of Fulton and State of New York, known and designated as Lot # \_\_\_\_\_ on a map and survey made by Robert J. Lawson, Licensed Land Surveyor #050086 dated January 22, 2020 entitled "Final Subdivision Plat Woodward Lake Req. New York Land & Lakes Development, LLC Towns of Northampton and Mayfield, County of Fulton State of New York", which is filed in the Fulton County Clerk's Office on \_\_\_\_\_, 2020, as Instrument # \_\_\_\_\_.

Subject to all covenants, conditions, restrictions, rights, reservations, agreements, leases, easements, rights-of-way, setbacks, appropriations and notes of record and/or as shown on the abovementioned filed subdivision map.

EXCEPTING AND RESERVING to the grantor herein the right to grant to utility companies a standard utility easement not to exceed 30 feet in width along roads and lot lines.

Subject to the following covenants and restrictions:

1) Upon the acceptance and filing of a deed to any Grantee of any lot in the Woodward Lake Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Woodward Lake Property Owners' Association, Inc.; b) have the right to use the private road known as Woodward Lake Drive for ingress and egress to and from existing Town Highways to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; c) have the right to use the common area located on Woodward Lake; and d) pay the Woodward Lake Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Woodward Lake Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Woodward Lake Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Woodward Lake Property Owners' Association, Inc. Said charge may be increased or decreased by the Woodward Lake Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Woodward Lake Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described herein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay to the Woodward Lake Property Owners' Association, Inc., its successors and assigns all charges past or presently due and all future charges incurred during their period of ownership as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage of the lot owner.

2) The premises conveyed shall be restricted to one principal building as defined by Adirondack Park Agency Executive Law Section 802 (50) and may not exceed a maximum footprint, including covered decks, porches and attached garages, of 3,000 square feet. Allowed uses include single family dwellings, agricultural uses, and/or open space recreational uses. No commercial or industrial uses are allowed. Only one accessory building (garage, shed, or other outbuilding) is allowed which a) must not exceed 1,000 square feet in size and b) must not be considered a principal building (or dwelling) as defined by the aforementioned law.

3) Grantee agrees to keep this lot in a good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.

4) Single wide mobile homes are not allowed.

5) There shall be no further subdivision.



6) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed ninety (90) days per calendar year. Such camping trailers or other recreational vehicles shall be limited to one (1) in number at any given time and must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the ninety (90) day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

7) Grantee is responsible for obtaining the necessary NY state, APA and local permits for buildings, wells, and septic systems.

8) A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for the Woodward Lake Subdivision. Prior to any disturbance associated with Grantee's development of any lot within said subdivision, Grantee must prepare his/her own SWPPP modification specific to his/her particular lot and file an individual notice of intent (NOI). Said SWPPP must identify permanent post construction storm water management practices.

9) Driveways, driveway crossings and culvert sizes along municipal highways shall be approved by the Town of Northampton Highway Department. Driveways, driveway crossings, and culvert sizes along Association Roads shall be approved by the Woodward Lake Property Owners' Association.

10) There shall be no change allowed to existing drainage patterns of ditches and culverts along municipal highways or Association roads without approval from the Town of Northampton Highway Department or the Woodward Lake Property Owners' Association.

11) Grantor herein excepts and reserves the right to grant to utility companies, a standard utility easement not to exceed thirty (30) feet in width along roads and lot lines.

12) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

13) For as long as any portion of the property described in this deed is subject to regulation under State or Federal or Adirondack Park Agency Wetland Laws, there shall be no construction, grading, filling, excavating, clearing or other related activity, as defined by these laws, on this property within any wetland area or any adjacent area as set forth in said laws, at any time without having first secured the necessary permission and permit required pursuant to the above noted laws. This restriction shall bind the Grantees, their successors and assigns.

14) All exterior building materials, including roof, siding and trim, used to surface the exterior of the dwelling and all accessory structures on the lot shall be of an earth tone color which blends with the existing vegetation.

15) The maximum height of any building shall be forty (40) feet as measured from the highest point on the structure to the lowest point of existing grade or finished grade, whichever is greater.

16) "Building envelope" and "limits of clearing" as used herein shall be the area where all residential and accessory structures shall be located. An outbuilding shall refer to a structure which is not a residence, dwelling or principal building, such as a garage or shed.

17) Outside of the "building envelope" or "limits of clearing" shown on the project plans, no commercial timber harvesting is allowed unless done so under the supervision of a New York State Certified Forester or a New York State Department of Environmental Conservation Forester. Commercial timber harvesting is defined as the removal of more than 3,000 board feet of timber in a one year period. All silvicultural activities should strictly adhere to New York State's Best Management Practices for Water Quality. This covenant shall not be deemed to prevent the removal of dead or diseased vegetation or of rotten or damaged trees or other vegetation that presents a safety, health or environmental hazard. No "clear cutting" is allowed. This restriction shall not prohibit a property owner from cutting firewood for personal use or for clearing a walking trail which does not require the oversight of a professional forester; however, all such cutting must be done using proper silvicultural practices.

18) Any new free-standing or building mounted outdoor lights shall employ full cut off fixtures; ie: they shall be fully shielded to direct light downward and not into the sky. The fixtures shall be oriented so as to not cast light toward Woodward Lake, the road or adjoining property. The intent is to reduce nighttime light pollution.

19) No pesticides, herbicides or fertilizers shall be applied within five hundred (500) feet of any water body or wetland unless such use is necessary to control invasive species.

20) No invasive plant species listed as a prohibited species in 6 NYCRR Part 575.3 shall be planted on any lot within the subdivision.



21) Docks shall be allowed only in the locations shown on the approved plans and shall be a maximum of one hundred (100) square feet in total.

22) Outside the "Building Envelope", a path to the water may be cleared in the location and in the maximum size shown on the approved plans.

23) The existing road providing a common access point for lots 2 & 3 shall not be widened beyond its current width.

24) These Protective Covenants are to run with, touch and concern the land and shall be binding on Woodward Lake Properties LLC and the Grantees, their successors and assigns. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These Protective Covenants may be enforced by Woodward Lake Properties LLC, or the owner of any parcel within the subdivision. If Woodward Lake Properties LLC brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

This conveyance by the grantor is in the normal course of its business and does not represent all or substantially all of the assets of the said grantor.

**TOGETHER** with the appurtenances and all the estate and right 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 and assigns forever.

**AND** the party of the first part covenants as follows:

**FIRST**, That the party of the first part is seized of said premises in fee simple, and has good right to convey the same;

**SECOND**, That the party of the second part shall quietly enjoy the said premises;

**THIRD**, That the said premises are free from encumbrances;

**FOURTH**, That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

**FIFTH**, That the party of the first part will forever **WARRANT** the title to said premises;

**SIXTH**, That in compliance with Section 13 of the Lien Law, the Grantor 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 purposes of paying the cost of the improvement before using any part of the total of the same for any purpose.

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

**WOODWARD LAKE PROPERTIES LLC**

**BY:** \_\_\_\_\_  
Robert Lesperence, Managing Member

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared

**ROBERT LESPERENCE**

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

RECORD AND RETURN TO:



FULTON COUNTY - STATE OF NEW YORK  
LINDA KOLLAR, COUNTY CLERK  
223 West Main Street, Johnstown, NY 12095

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\*



INSTRUMENT #: 2018-50246  
Receipt#: 2018377136  
Clerk: FC  
Rec Date: 05/25/2018 01:41:42 PM  
Doc Grp: RP  
Descrip: DEED  
Num Pgs: 4  
Rec'd Frm: KCS LAND RESEARCH CORP  
Party1: WOODWARD LAKE ADIRONDACK  
RETREAT L L C  
Party2: WOODWARD LAKE PROPERTIES L L C  
Town: NORTHAMPTON

Recording:  
Cover Page 5.00  
Recording Fee 35.00  
Cultural Ed 14.25  
Records Management - Coun 1.00  
Records Management - Stat 4.75  
TP584 5.00  
RP5217 Residential/Agricu 116.00  
RP5217 - County 9.00  
Sub Total: 190.00  
Transfer Tax 3582.00  
Transfer Tax 3582.00  
Sub Total: 3582.00  
Total: 3772.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: 1671  
Transfer Tax  
Consideration: 895500.00  
Transfer Tax 3582.00  
Total: 3582.00

This sheet constitutes the Clerk endorsement required by section 316A (5) for the Real Property Law of the State of New York

Record and Return To:

CHARLES ZWICKEL ESQ  
ENV

*Linda Kollar*  
Linda Kollar  
Fulton County Clerk

\*\*\*THIS IS NOT AN INVOICE\*\*\*



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

THIS INDENTURE, made the 11<sup>th</sup> day of May 2018

BETWEEN WOODWARD LAKE ADIRONDACK RETREAT, LLC, having an address of C/o Alan Jaffe, P.O. Box 111, Port Washington, NY 11050

party of the first part, and

WOODWARD LAKE PROPERTIES LLC, having an address of 297 River Street, Suite 3, Oneonta, NY 13820

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten (\$10.00) dollars and other valuable consideration paid by the party of the second part, does grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

See Schedule A attached hereto.

Being and intended to be the same premises described in a deed made by Cheridan Lakes, L.L.C. party of the first part dated June 20, 2001 and recorded on June 28, 2001 in Liber 889 Page 291 in the Office of the Clerk of the County of Fulton, State of New York.

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

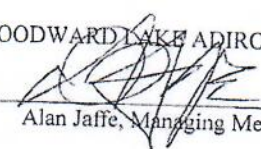
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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

WOODWARD LAKE ADIRONDACK RETREAT, LLC

By:   
Alan Jaffe, Managing Member

STATE OF NEW YORK  
COUNTY OF NASSAU ss.:

On the 6<sup>th</sup> day of MAY 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared

A/2M J2/K2

personally known to me or proved to me on the basis of satisfactory evidence to be 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.

Deirdre A. Nicolle  
Notary Public

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_ ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be 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

DEIRDRE A. NICOLLE  
Notary Public, State of New York  
No. 02N14793157  
Qualified in Nassau County  
Commission Expires 2021, October 31

**BARGAIN AND SALE DEED  
WITH COVENANT AGAINST  
GRANTOR'S ACTS**

WOODWARD LAKE ADIRONDACK RETREAT, LLC

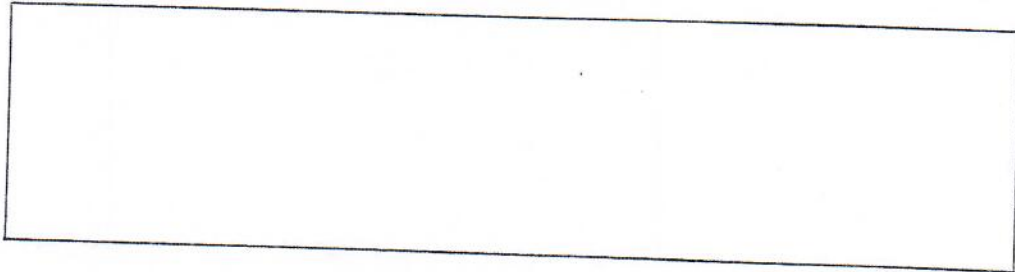
TO

WOODWARD LAKE PROPERTIES LLC

SECTION 31. BLOCK 1 LOT 2  
SECTION 31.02 BLOCK 1 LOT 25  
COUNTY FULTON

RETURN BY MAIL TO  
Charles Zwickel, Esq.  
Brown, Kelleher & Zwickel, LLP  
370 Main Street  
Catskill, NY 12414

RESERVE SPACE IN BOX BELOW FOR USE OF RECORDING OFFICE





SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Northampton, Fulton County, New York, more particularly described and bounded as follows:

Beginning at a point on the southerly side of the highway commonly known as Gifford Valley Collins Road, at the northwest corner of lands of Harold W. and Madeline R. Gifford, as conveyed by deed recorded in Book 727 of Deeds at page 283; running thence from said point of beginning in a southeasterly direction along the westerly boundary of lands of Gifford to the northwest corner of lands of Randy and Connie Cockrell, as conveyed by deed recorded in Book 727 of Deeds at page 283; thence continuing in the same southeasterly direction along the westerly boundary of lands of Cockrell to the southwest corner of lands of Cockrell; running thence in a northeasterly direction along the southerly boundary of lands of Cockrell to the northwest corner of lands of Patrick and Gladys Anderson, as conveyed by deed recorded in Book 529 of Deeds at page 432; running thence in a southeasterly direction along the westerly boundary of lands of Anderson to a point in the northerly boundary of lands of Sharon Sweet, as conveyed by deed recorded in Book 615 of Deeds at page 133; running thence in a westerly direction to the northwest corner of lands of Sweet; running thence in a southeasterly direction along the westerly boundary of lands of Sweet to the southwest corner of lands of Sweet; running thence in a northeasterly direction along the southerly boundary of lands of Sweet to the southeast corner of said Sweet lands, which point is on the westerly boundary line of the highway known as High Rock Road; running thence in a general southerly direction along the westerly line of said High Rock Road to a point where the westerly line of said High Rock Road intersects the northwesterly boundary line of lands of Niagara-Mohawk Power Corporation, as conveyed by deed recorded in Book 474 of Deeds at page 1077; running thence from said point in a southwesterly direction along the northwesterly boundary line of lands of Niagara-Mohawk Power Corporation to a point in the northerly boundary line of lands of Sacandaga-Lake George Development, Limited, as conveyed by deed recorded in Book 627 of Deeds at page 303 (which point is marked by an iron pin set by John W. Ferguson, surveyor) said survey was dated December 9, 1999 and marks the southerly boundary line of the described parcel herein); running thence the following three courses and distances along said lands of Sacandaga-Lake George Development, Limited: S 61° 59' 20" W, 755.93 feet to an iron pin set; N 30° 35' 50" W, 202.77 feet to an iron pin set; S 62° 08' 50" W, 2,469.80 feet to an iron pin set; running thence along the northerly boundary line of lands of William and Sally Gagne, as conveyed by deed recorded in Book 600 of Deeds at page 203 S 61° 17' 00" W, 597.37 feet to an iron pin set, said iron pin marks the northwest corner of said lands of Gagne, which point is on the easterly line of the highway known as Gifford Valley-Collins Road; running thence in a northwesterly direction along the easterly side of said Gifford Valley-Collins Road and continuing along said road in a north and then northeast direction to the point and place of beginning.



FULTON COUNTY - STATE OF NEW YORK  
 LINDA KOLLAR, COUNTY CLERK  
 223 West Main Street, Johnstown, NY 12095

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\*



INSTRUMENT #: 2018-50281  
 Receipt#: 2018377295  
 Clerk: JA  
 Rec Date: 05/30/2018 11:30:33 AM  
 Doc Grp: RP  
 Descrip: DEED  
 Num Pgs: 4  
 Rec'd Frm: KCS LAND RESEARCH CORP

Party1: JAFFE ALAN  
 Party2: WOODWARD LAKE PROPERTIES L L C  
 Town: NORTHAMPTON  
 MAYFIELD

Recording:	
Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	9.00
RP5217 All otheks - State	241.00
<b>Sub Total:</b>	<b>315.00</b>
Transfer Tax	
Transfer Tax	2620.00
<b>Sub Total:</b>	<b>2620.00</b>
<b>Total:</b>	<b>2935.00</b>

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 1682  
 Transfer Tax  
 Consideration: 655000.00

Transfer Tax	2620.00
<b>Total:</b>	<b>2620.00</b>

This sheet constitutes the Clerk endorsement required by section 316A (5) for the Real Property Law of the State of New York

Record and Return To:

BROWN, KELLEHER & ZWICKEL LLP  
 ENV

Linda Kollar  
 Fulton County Clerk

\*\*\*THIS IS NOT AN INVOICE\*\*\*

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

THIS INDENTURE, made the 11<sup>th</sup> day of May 2018

BETWEEN ALAN JAFFE, having an address of P.O. Box 111, Port Washington, NY 11050 and CLAUDIA THOMAS having an address of P.O. Box 71, Mineola, NY 11501

party of the first part, and

WOODWARD LAKE PROPERTIES LLC, having an address of 297 River Street, Suite 3, Oneonta, NY 13820

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten (\$10.00) dollars and other valuable consideration paid by the party of the second part, does grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

See Schedule A attached hereto.

Being and intended to be the same premises described in a deed made by Keith Van Buskirk, party of the first part, dated October 8, 1996 and recorded in the Fulton County Clerk's Office on July 24, 1997 in Liber 792 of Deeds at page 41 and in a deed made by Cheridan Lakes, L.L.C., party of the first part, dated June 31, 1998 and recorded in the Fulton County Clerk's Office on October 16, 1998 in Liber 816 of Deeds at page 137.

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

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

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

  
Alan Jaffe

  
Claudia Thomas



STATE OF NEW YORK  
COUNTY OF NASSAU ss.:

On the 6<sup>th</sup> day of May 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared  
Alan Jaffe

personally known to me or proved to me on the basis of satisfactory evidence to be 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.

Deirdre A. Nicolle  
Notary Public

**BARGAIN AND SALE DEED  
WITH COVENANT AGAINST  
GRANTOR'S ACTS**

ALAN JAFFE and CLAUDIA THOMAS

TO

WOODWARD LAKE PROPERTIES LLC

STATE OF NEW YORK  
COUNTY OF NASSAU ss.:

On the 7<sup>th</sup> day of May 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared  
Claudia Thomas

personally known to me or proved to me on the basis of satisfactory evidence to be 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.

Deirdre A. Nicolle  
Notary Public

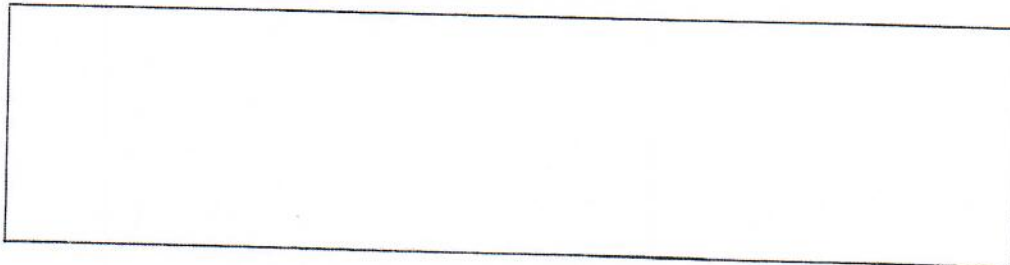
DEIRDRE A. NICOLLE  
Notary Public, State of New York  
No. 02NI4793157  
Qualified in Nassau County  
Commission Expires 2021,  
October 31

DEIRDRE A. NICOLLE  
Notary Public, State of New York  
No. 02NI4793157  
Qualified in Nassau County  
Commission Expires 2021, October 31

SECTION 31 BLOCK 2 LOT 1  
SECTION 17 BLOCK 1 LOT 23  
COUNTY FULTON

RETURN BY MAIL TO  
Charles Zwickel, Esq.  
Brown, Kelleher & Zwickel, LLP  
370 Main Street  
Catskill, NY 12414

RESERVE SPACE IN BOX BELOW FOR USE OF RECORDING OFFICE



SCHEDULE "A"

PARCEL 1:

All that certain piece or parcel of land situate in the Towns of Northampton and Mayfield, Fulton County and State of New York, more particularly bounded and described as follows:

Being all of the real property owned by Keith VanBuskirk located to the north of Collins Gifford Valley Road, consisting of approximately 746.82 acres of land more or less, intending to include within the above described premises those parcels of land on the Fulton County Tax Maps as #17-1-23 (Northampton) and #31-2-1 (Mayfield).

PARCEL 2:

All that certain piece or parcel of land situate in the Town of Northampton, County of Fulton and State of New York, bounded and described as follows:

On the north by Robert Sweet Road; on the west by property now or formerly owned by Levente L. Koller, Paul Ludany, Kalman Magyar, Joseph Sinko, Balazs Somogy, John Vencel and Arpad Makay noted as #31-1-1 on the Tax Maps of the County of Fulton dated January 6, 1976 revised May 8, 1995; on the south by property now or formerly owned by State of New York, noted as #31-1-9 on the Tax Maps of the County of Fulton dated January 29, 1976 revised May 8, 1995 and on the east by Collins Gifford Valley Road.

Addendum "11"  
**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

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

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

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

**A. Project and Applicant/Sponsor Information.**

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

**B. Government Approvals**

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <ul style="list-style-type: none"> <li data-bbox="121 829 1485 861">i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li data-bbox="121 892 1485 924">ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li data-bbox="121 924 1485 955">iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ul>		

**C. Planning and Zoning**

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

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

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

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

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

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

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

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

If Yes, identify the plan(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C.3. Zoning**

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

\_\_\_\_\_

\_\_\_\_\_

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

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

If Yes,

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

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

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

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

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

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

**D. Project Details**

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

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

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

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

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

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

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

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

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

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

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

ii. If Yes:

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

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

\_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

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

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

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

**D.2. Project Operations**

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

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

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

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

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

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

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

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

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

*viii.* Will the excavation require blasting?  Yes  No

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

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

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

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

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

If Yes:

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

• Do existing sewer lines serve the project site?  Yes  No  
 • Will a line extension within an existing district be necessary to serve the project?  Yes  No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • What is the receiving water for the wastewater discharge? \_\_\_\_\_

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

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

---

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
     \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
     \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • Will stormwater runoff flow to adjacent properties?  Yes  No

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

---

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_  
 \_\_\_\_\_

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g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No  
 If Yes:  
 i. Estimate methane generation in tons/year (metric): \_\_\_\_\_  
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No  
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No  
 If Yes:  
 i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.  
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_  
 iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_  
 iv. Does the proposed action include any shared use parking?  Yes  No  
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_  
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site?  Yes  No  
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No  
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No  
 If Yes:  
 i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_  
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_  
 iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

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

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

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

---

n. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

---

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally, describe the proposed storage facilities: \_\_\_\_\_  
 \_\_\_\_\_

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q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 • Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: \_\_\_\_\_  
 \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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

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

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

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

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

b. Land uses and covertypes on the project site.

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

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

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

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

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

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

---

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

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

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
\_\_\_\_\_  
\_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

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

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h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
\_\_\_\_\_  
\_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_%

c. Predominant soil type(s) present on project site: \_\_\_\_\_ %  
 \_\_\_\_\_ %  
 \_\_\_\_\_ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_  
 \_\_\_\_\_

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No  
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_  
 \_\_\_\_\_

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i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100-year Floodplain?  Yes  No

k. Is the project site in the 500-year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:  
 i. Name of aquifer: \_\_\_\_\_

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

<p>e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site      <input type="checkbox"/> Historic Building or District</p> <p style="margin-left: 20px;">ii. Name: _____</p> <p style="margin-left: 20px;">iii. Brief description of attributes on which listing is based: _____</p>
<p>f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>
<p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe possible resource(s): _____</p> <p style="margin-left: 20px;">ii. Basis for identification: _____</p>
<p>h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify resource: _____</p> <p style="margin-left: 20px;">ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____</p> <p style="margin-left: 20px;">iii. Distance between project and resource: _____ miles.</p>
<p>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify the name of the river and its designation: _____</p> <p style="margin-left: 20px;">ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>

**F. Additional Information**

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

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

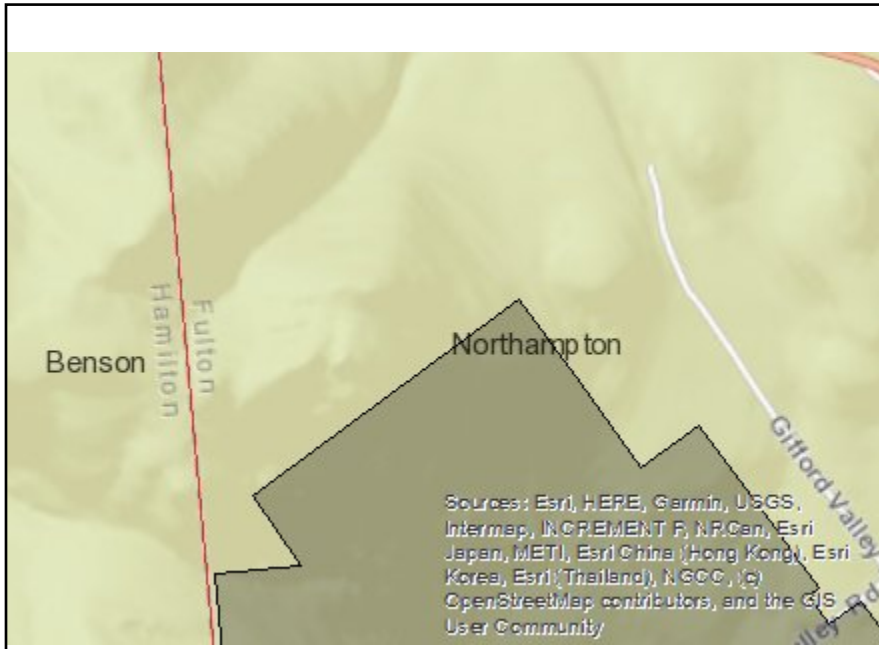
**G. Verification**

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

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

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





**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

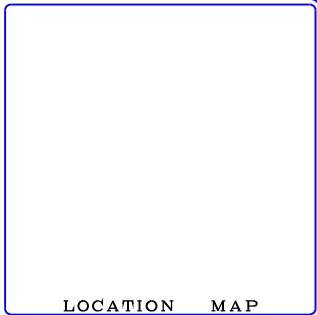
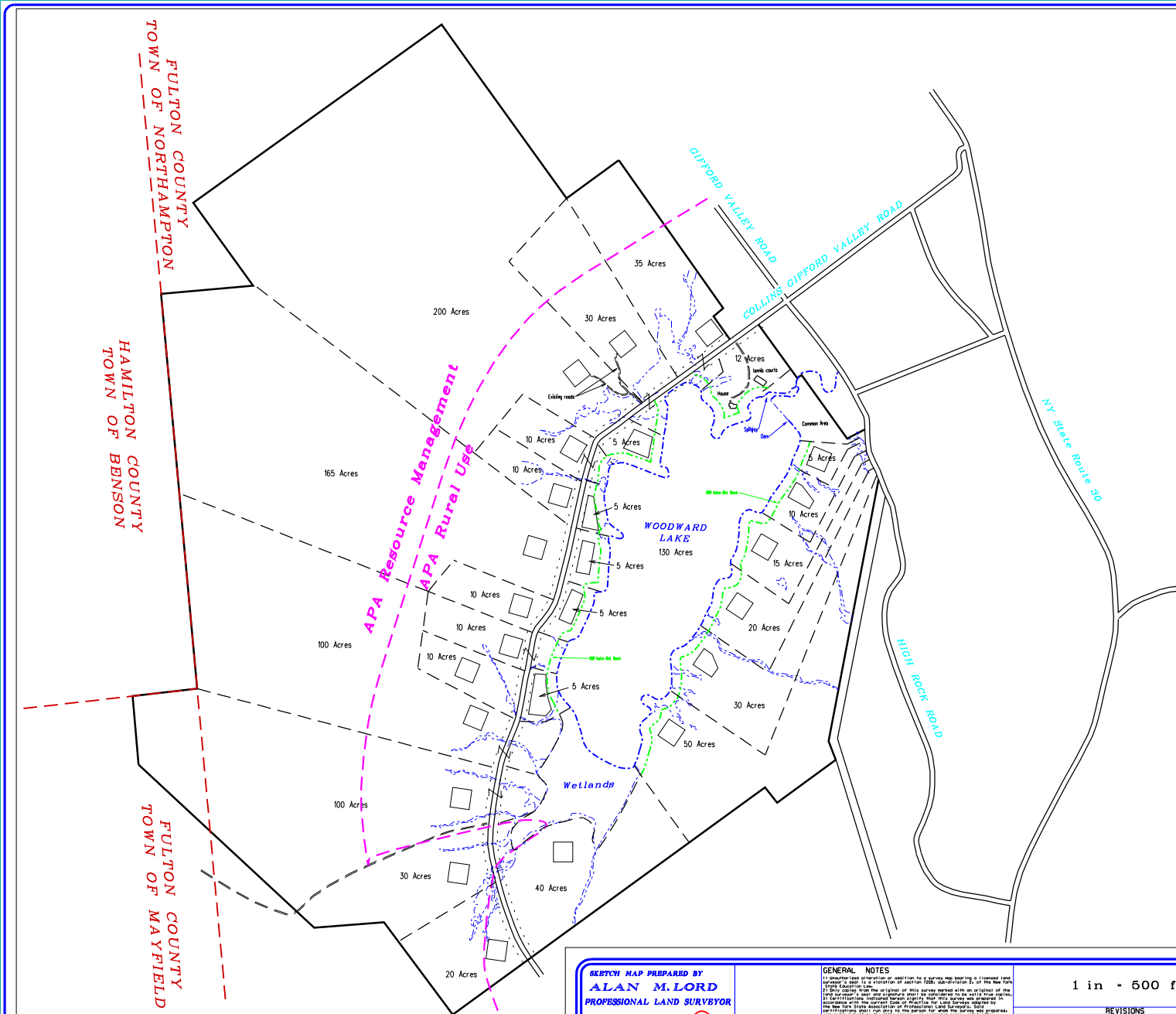


B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	941-530.2, 941-531, 941-533.2, 941-534, 941-533.1, 941-532
E.2.h.iv [Surface Water Features - Stream Classification]	C, C(TS), D
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, APA Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	APA Wetland (in acres):5.97833558, APA Wetland (in acres):5.23503784, APA Wetland (in acres):4.8723967, APA Wetland (in acres):0.66959113, APA Wetland (in acres):0.20242483, APA Wetland (in acres):20.91126332, APA Wetland (in acres):0.63547528, APA Wetland (in acres):0.94713569
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.j. [100 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.k. [500 Year Floodplain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No



Addendum "13"



TOTAL ACREAGE - 1,197 +/- ACRES  
26 proposed lots / principal building sites

Subdivider: New York Land and Lakes Development LLC  
297 River St Suite 3  
Oneonta, NY13820

Town Zoning: Resource Conservation  
Minimum Acres / Principal building - 45 Acres  
1,197 acres +/- = 26 potential lots  
Minimum Lot Area - 5 Acres  
Width - 200'  
Set backs Front - 50' road boundary  
Side - 25'  
Rear - 25'

APA Zoning: Resource Management & Rural Use  
Rural Use - Average lot size - 8.5 Acres  
460 Acres +/- = 54 potential lots  
Resource Mangement - Average lot size - 42.7 Acres  
607 Acres +/- = 14 potential lots  
Total Potential Lots - 68

Tax Map \* -17-1-23  
31-1-2  
31.2-1-25  
31-2-1

SKETCH MAP PREPARED BY  
**ALAN M. LORD**  
PROFESSIONAL LAND SURVEYOR  
TEL. NO. - 607-434-2678  
415 STATE HIGHWAY #1  
SMITHVILLE FLATS, NY3841



N.Y.S. License No. 50244

GENERAL NOTES  
1. This map is a representation of the property as shown on the ground and is not intended to be a representation of the property as shown on the ground.  
2. This map is prepared from the original survey records and is not intended to be a representation of the property as shown on the ground.  
3. This map is prepared from the original survey records and is not intended to be a representation of the property as shown on the ground.  
4. This map is prepared from the original survey records and is not intended to be a representation of the property as shown on the ground.  
5. This map is prepared from the original survey records and is not intended to be a representation of the property as shown on the ground.  
6. This map is prepared from the original survey records and is not intended to be a representation of the property as shown on the ground.  
7. This map is prepared from the original survey records and is not intended to be a representation of the property as shown on the ground.  
8. This map is prepared from the original survey records and is not intended to be a representation of the property as shown on the ground.  
9. This map is prepared from the original survey records and is not intended to be a representation of the property as shown on the ground.  
10. This map is prepared from the original survey records and is not intended to be a representation of the property as shown on the ground.

1 in = 500 ft

REVISIONS

LEGEND

●	Survey or slope found
○	Underground telephone cable boundaries
—	edge of 100 foot flood zone
—	property line
—	setback line or boundary line
—	100' (+) setback from lake
—	100' (+) setback from road
—	contour elevation contour lines
—	spot elevation contour lines

ALTERNATIVE PLAN "3"  
OF  
**WOODWARD LAKE**  
Collins Gifford Valley Road  
TOWN OF NORTHAMPTON  
COUNTY OF FULTON STATE OF NEW YORK

MAP DATE: APRIL 18, 2018  
DEED REFERENCE  
LIBER PAGE  
MAP 801









"15"

**From:** Wiggin, Carolyn L (DEC) [carolyn.wiggin@dec.ny.gov]  
**Sent:** Monday, May 6, 2019 1:36 PM  
**To:** Bob Lesperence  
**Subject:** Separate house and dam from the land

Hi Bob,

Have you considered getting a subdivision approved to sell the house and dam as one unit?

The State is interested in the land but not the house and dam.

Phone me to talk about options.

-Carolyn

**Carolyn Wiggin, PLS**

Real Property supervisor, Division of Lands and Forests, Bureau of Real Property

New York State Department of Environmental Conservation

1115 St.Rt. 86, Ray Brook, NY 12977

P: (518) 897-1278 | F: (518) 623-897-1370 | [carolyn.wiggin@dec.ny.gov](mailto:carolyn.wiggin@dec.ny.gov)

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

**From:** Wiggin, Carolyn L (DEC) [carolyn.wiggin@dec.ny.gov]  
**Sent:** Tuesday, December 11, 2018 11:15 AM  
**To:** Bob Lesperence  
**Subject:** Woodward Lake property

Bob,

I received positive reviews from the DEC people on the ground in Fulton County.

I will proceed with the required paperwork here to submit your property to the Albany DEC for review.

If you are willing to be patient, this property could be purchased by the State sometime in next few years.

The process is the same for every property we acquire, weather a gift or a purchase. It is a multiagency collaboration which takes some time.

I can talk to you more about this next week. Right now I'm heading out for a short vacation. Just wanted to let you know that your property is being considered.

## **Carolyn Wiggin, PLS**

Real Property supervisor, Division of Lands and Forests, Bureau of Real Property

**New York State Department of Environmental Conservation**

1115 St.Rt. 86, Ray Brook, NY 12977

P: (518) 897-1278 | F: (518) 623-897-1370 | [Carolyn.Wiggin@dec.ny.gov](mailto:Carolyn.Wiggin@dec.ny.gov)

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



**From:** Wiggin, Carolyn L (DEC) [carolyn.wiggin@dec.ny.gov]  
**Sent:** Thursday, January 10, 2019 10:12 AM  
**To:** Bob Lesperence  
**Subject:** RE: Woodward Lake property

Bob,

If you are willing to be patient, this property may be purchased by the State. The process for land purchase is the same for all purchases and gifts.

Your land is the pile of projects to have the paperwork started.

Until your project is approved by DEC staff in Albany, I cannot give you concrete answers to your questions.

All I can tell you is that this process takes years. If you and your partners are not will to wait years, then you may want to look for other options. If you want to talk about this, please call me.

-Carolyn

---

**From:** Bob Lesperence <[blesperence@newyorklandandlakes.com](mailto:blesperence@newyorklandandlakes.com)>  
**Sent:** Wednesday, January 09, 2019 2:03 PM  
**To:** Wiggin, Carolyn L (DEC) <[carolyn.wiggin@dec.ny.gov](mailto:carolyn.wiggin@dec.ny.gov)>  
**Subject:** RE: Woodward Lake property

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Hi Carolyn. Hope you had a good vacation and holiday. I had a question form one of my partners that I'm referring to you. Is the state considering the purchase of the property in its entirety? If not, which portion is being considered? Not sure if you can say at this point but I thought I'd ask.

Robert Lesperence  
Managing Partner  
297 River Street  
Suite 3  
Oneonta, NY 13820  
607-353-8071 (O)  
607-287-4955 (C)  
[Bob@NewYorkLandandLakes.com](mailto:Bob@NewYorkLandandLakes.com)

*"The Best Investment on Earth is Earth!" - Louis Glickman*

---

**From:** Wiggin, Carolyn L (DEC) [<mailto:carolyn.wiggin@dec.ny.gov>]  
**Sent:** Tuesday, December 11, 2018 11:15 AM  
**To:** Bob Lesperence  
**Subject:** Woodward Lake property

Bob,

I received positive reviews from the DEC people on the ground in Fulton County.

I will proceed with the required paperwork here to submit your property to the Albany DEC for review.

If you are willing to be patient, this property could be purchased by the State sometime in next few years.

The process is the same for every property we acquire, weather a gift or a purchase. It is a multiagency collaboration which takes some time.

I can talk to you more about this next week. Right now I'm heading out for a short vacation. Just wanted to let you know that your property is being considered.



## **Carolyn Wiggin, PLS**

Real Property supervisor, Division of Lands and Forests, Bureau of Real Property

**New York State Department of Environmental Conservation**

1115 St.Rt. 86, Ray Brook, NY 12977

P: (518) 897-1278 | F: (518) 623-897-1370 | [Carolyn.Wiggin@dec.ny.gov](mailto:Carolyn.Wiggin@dec.ny.gov)

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



**From:** Mulligan, Michael (DEC) [michael.mulligan@dec.ny.gov]  
**Sent:** Monday, December 3, 2018 2:51 PM  
**To:** Bob Lesperence  
**Subject:** RE: Woodward Lake Property

Thank You. I know Brian quite well from my work in region 4, so I'm sure I can contact him if we need anything forestry wise, but our evaluation is from a preserve perspective.

---

**From:** Bob Lesperence [mailto:blesperence@newyorklandandlakes.com]  
**Sent:** Monday, December 03, 2018 2:49 PM  
**To:** Mulligan, Michael (DEC) <michael.mulligan@dec.ny.gov>  
**Subject:** RE: Woodward Lake Property

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

Hi Mike. Yes, you have permission to enter upon our property at Woodward Lake. If there is anything you need from me in terms of mapping etc, please let me know. We have had our forester, Brian Bower, do an evaluation of the entire premises and he has his own mapping of the forest resources. We are also in the process of having the property surveyed. Don't hesitate to let me know if there is anything I can do to facilitate your evaluation.

Bob

Robert Lesperence  
Managing Partner  
297 River Street  
Suite 3  
Oneonta, NY 13820  
607-353-8071 (O)  
607-287-4955 (C)  
[Bob@NewYorkLandandLakes.com](mailto:Bob@NewYorkLandandLakes.com)

*"The Best Investment on Earth is Earth!" - Louis Glickman*

---

**From:** Mulligan, Michael (DEC) [mailto:michael.mulligan@dec.ny.gov]  
**Sent:** Monday, December 3, 2018 2:12 PM  
**To:** Bob Lesperence  
**Subject:** Woodward Lake Property

Hi Bob,

I am the supervising forester in Northville, and I have been asked to do the evaluation of the Woodward Lake property for addition into the Forest Preserve. I would like your permission to enter the property so we can do the best job we can with the evaluation.

Thank you in advance for your attention to this request.

Please don't hesitate to ask if you have any questions.

Mike

**Michael C. Mulligan**  
Supervising Forester  
Division of Lands & Forests

Region 5, Northville

**New York State Department of Environmental Conservation**

701 South Main Street, PO Box 1316, Northville, NY 12134

(518) 863-4545 ext. 3002

michael.mulligan@dec.ny.gov

**From:** Rocci Aguirre [raguirre@adirondackcouncil.org]  
**Sent:** Monday, December 3, 2018 4:11 PM  
**To:** Bob Lesperence  
**Subject:** RE: DEC's Land Acquisition contact person

Bob,

Appreciate the heads up, glad to hear that DEC is at least considering the option. Best of luck!

All the best,  
Rocci

---

**Raul "Rocci" Aguirre**  
*Director of Conservation*

518.873.2240 ext. 104  
518.429.9417 (m)  
[raguirre@adirondackcouncil.org](mailto:raguirre@adirondackcouncil.org) | [www.AdirondackCouncil.org](http://www.AdirondackCouncil.org)  
103 Hand Ave., #3 | PO Box D-2 | Elizabethtown, NY 12932



---

**From:** Bob Lesperence <[blesperence@newyorklandandlakes.com](mailto:blesperence@newyorklandandlakes.com)>  
**Sent:** Monday, December 03, 2018 12:58 PM  
**To:** Rocci Aguirre <[raguirre@adirondackcouncil.org](mailto:raguirre@adirondackcouncil.org)>  
**Subject:** RE: DEC's Land Acquisition contact person

Rocci,

Just wanted to send you a quick follow up note that I did reach out to Carolyn Wiggins from DEC back in September about their interest in purchasing any of our Woodward lake property. She told me it might take some time but that our project is being reviewed. Again, thanks for your help on this.

Bob Lesperence

Robert Lesperence  
Managing Partner  
297 River Street  
Suite 3  
Oneonta, NY 13820  
607-353-8071 (O)  
607-287-4955 (C)  
[Bob@NewYorkLandandLakes.com](mailto:Bob@NewYorkLandandLakes.com)

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---

**From:** Rocci Aguirre [<mailto:raguirre@adirondackcouncil.org>]  
**Sent:** Monday, September 24, 2018 1:45 PM  
**To:** Bob Lesperence  
**Subject:** RE: DEC's Land Acquisition contact person

Bob,

Appreciate your reaching out. The Region 5 Real Properties Supervisor is Carolyn Wiggins and she can be reached at 518-897-1278 or [carolyn.wiggin@dec.ny.gov](mailto:carolyn.wiggin@dec.ny.gov)

Hope that helps get you in the door.

All the best,  
Rocci

~~~~~  
Raul "Rocci" Aguirre  
Adirondack Council  
Director of Conservation  
office: 518.873.2240 x 104  
cell: 518.429.9417



---

**From:** Bob Lesperence [<mailto:blesperence@newyorklandandlakes.com>]  
**Sent:** Monday, September 24, 2018 1:20 PM  
**To:** Rocci Aguirre <[raguirre@adirondackcouncil.org](mailto:raguirre@adirondackcouncil.org)>  
**Subject:** DEC's Land Acquisition contact person

Rocci. I would really appreciate any contact info you could provide me with regard to DEC's land acquisition program.  
Thank you

Robert Lesperence  
Managing Partner  
297 River Street  
Suite 3  
Oneonta, NY 13820  
607-353-8071 (O)  
607-287-4955 (C)  
[Bob@NewYorkLandandLakes.com](mailto:Bob@NewYorkLandandLakes.com)

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**From:** Wiggin, Carolyn L (DEC) [carolyn.wiggin@dec.ny.gov]  
**Sent:** Monday, December 3, 2018 3:29 PM  
**To:** Bob Lesperence  
**Subject:** RE: Woodward Lake Subdivision, T/O Northampton, Fulton County

Bob,

A DEC forester, Mike Mulligan, should be getting hold of you soon.

-Carolyn

---

**From:** Bob Lesperence [mailto:blesperence@newyorklandandlakes.com]  
**Sent:** Friday, November 30, 2018 3:44 PM  
**To:** Wiggin, Carolyn L (DEC) <carolyn.wiggin@dec.ny.gov>  
**Subject:** Re: Woodward Lake Subdivision, T/O Northampton, Fulton County

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Understood . Thanks for the reply .

Sent from my iPhone

On Nov 30, 2018, at 2:03 PM, Wiggin, Carolyn L (DEC) <carolyn.wiggin@dec.ny.gov> wrote:

Bob,

Unfortunately I have nothing new to report at this time.

Your project is being reviewed. I have reached out the people within DEC who are looking at this, Woodward Lake. Hopefully they will take this nudge and get back to me with an answer.

-Carolyn

## Carolyn Wiggin, PLS

Real Property supervisor, Division of Lands and Forests, Bureau of Real Property  
New York State Department of Environmental Conservation  
1115 St.Rt. 86, Ray Brook, NY 12977  
P: (518) 897-1278 | F: (518) 623-897-1370 | [Carolyn.Wiggin@dec.ny.gov](mailto:Carolyn.Wiggin@dec.ny.gov)  
[www.dec.ny.gov](http://www.dec.ny.gov) |  | 

---

**From:** Bob Lesperence [mailto:blesperence@newyorklandandlakes.com]  
**Sent:** Wednesday, November 28, 2018 3:31 PM  
**To:** Wiggin, Carolyn L (DEC) <carolyn.wiggin@dec.ny.gov>  
**Subject:** RE: Woodward Lake Subdivision, T/O Northampton, Fulton County

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

Hi Carolyn,



Just thought I'd send you a follow up to my email below to see if there's anything new on the idea of NY State purchasing any portion of our property known as Woodward Lake. Thank you for your consideration.

Robert Lesperence  
Managing Partner  
297 River Street  
Suite 3  
Oneonta, NY 13820  
607-353-8071 (O)  
607-287-4955 (C)  
[Bob@NewYorkLandandLakes.com](mailto:Bob@NewYorkLandandLakes.com)

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---

**From:** Wiggin, Carolyn L (DEC) [<mailto:carolyn.wiggin@dec.ny.gov>]  
**Sent:** Wednesday, September 26, 2018 9:49 AM  
**To:** Bob Lesperence  
**Subject:** RE: Woodward Lake Subdivision, T/O Northampton, Fulton County

Bob,

OK, got it.

Under New York State's Open Space Plan, which directs our acquisition efforts, all projects including gifts, fee title purchases and easements must meet the same minimum eligibility requirements. I will start the process here within the DEC.

You will hear back eventually. It may take several months before I can get an answer for you.

Please be patient, we get many requests and we have limited staff.

## **Carolyn Wiggin, PLS**

Real Property supervisor, Division of Lands and Forests, Bureau of Real Property  
**New York State Department of Environmental Conservation**  
1115 St.Rt. 86, Ray Brook, NY 12977  
P: (518) 897-1278 | F: (518) 623-897-1370 | [Carolyn.Wiggin@dec.ny.gov](mailto:Carolyn.Wiggin@dec.ny.gov)  
[www.dec.ny.gov](http://www.dec.ny.gov) | [<image011.jpg>](#) | [<image012.jpg>](#)

---

**From:** Bob Lesperence [<mailto:blesperence@newyorklandandlakes.com>]  
**Sent:** Monday, September 24, 2018 2:41 PM  
**To:** Wiggin, Carolyn L (DEC) <[carolyn.wiggin@dec.ny.gov](mailto:carolyn.wiggin@dec.ny.gov)>  
**Subject:** Woodward Lake Subdivision, T/O Northampton, Fulton County

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

Carolyn,

I just left a message on your voicemail and thought I'd follow up with an email and a map. My company is developing the Woodward Lake property in the Towns of Mayfield and Northampton. This property abuts the Shaker Mountain Wild Forest. In speaking with Rocci Aguirre from the Adirondack Council, I learned that the State had expressed an interest in purchasing some or all of the Woodward Lake property in the past. I am reaching to see if there is still an interest. I've attached a deed plot of our property for reference.

Robert Lesperence

Managing Partner

297 River Street

Suite 3

Oneonta, NY 13820

607-353-8071 (O)

607-287-4955 (C)

[Bob@NewYorkLandandLakes.com](mailto:Bob@NewYorkLandandLakes.com)

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**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Division of Water, Bureau of Flood Protection and Dam Safety  
625 Broadway, Albany, New York 12233-3504  
P: (518) 402-8185 | F: (518) 402-9029  
www.dec.ny.gov

January 14, 2016

Mr. Alan Jaffe  
Woodward Lake Adirondack retreat, LLC.  
P.O. Box 111  
Port Washington, NY 11050

Re: Woodward Lake Dam, DEC ID# 188-0783  
Northampton (T), Fulton County

Dear Mr. Jaffe:

I conducted a routine inspection of the Woodward Lake Dam, an intermediate hazard dam, on January 8, 2016 as part of the Department of Environmental Conservation's (Department) ongoing Dam Safety program. I am writing to you because it is our understanding that you are or represent the owner of the Woodward Lake Dam. A copy of the inspection report is enclosed for your reference.

The left/right nomenclature used in this letter and in the enclosed Visual Observation Report is based on looking downstream from the center of the service spillway at the dam's crest.

The dam appears as it has on previous inspections with the exception of maintenance work performed on the service spillway's discharge chute and on the service spillway's downstream training walls. However, the visual appearance does not necessarily reflect an unchanging condition.

Listed below is a summary of the deficiencies observed during this inspection:

- Wave erosion was taking place on the right upstream embankment.
- A sinkhole / depression was observed adjacent to the service spillway's outside right downstream training wall.
- Concrete deterioration, cracking, efflorescence, etc. of the service spillway's training walls and the low level outlet vault was observed.
- A minor depression was observed on the embankment's downstream embankment.

Suggested monitoring or corrective actions for each of these deficiencies can be found in my May 2, 2012 inspection letter to you.

The Compliance Status Table below details Woodward Lake Dam's current compliance status for those sections of the regulations that had or have specific deadlines for compliance.



Compliance Status Table:


| Citation | Requirement                                                                                                                                                                                                                                                                                                                                                               | Status                                                                                                                                  |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 673.6    | Develop and implement an Inspection & Maintenance Plan (I&M Plan). Plan does not have to be submitted to the Department but needs to be available for inspection if requested. Guidance can be found at <a href="http://www.dec.ny.gov/lands/4991.html">http://www.dec.ny.gov/lands/4991.html</a> .                                                                       | Inspection of the I&M Plan has not been requested by the Department                                                                     |
| 673.7    | Develop and distribute to the local emergency responders an Emergency Action Plan (EAP). The regulations require that the EAP be updated on an annual basis. Guidance for developing an EAP can be found at: <a href="http://www.dec.ny.gov/docs/water_pdf/dow313eaps.pdf">http://www.dec.ny.gov/docs/water_pdf/dow313eaps.pdf</a>                                        | An August 2011 EAP on file with the Department has, according to the 2015 Annual Certification been reviewed and is considered current. |
| 673.8    | Submit an Annual Certification to the Department January 31 of each year (certification is for the previous year). An annual certification form can be found at: <a href="http://www.dec.ny.gov/docs/water_pdf/damsacf1010.pdf">http://www.dec.ny.gov/docs/water_pdf/damsacf1010.pdf</a>                                                                                  | 2015 Annual Certification has been received.                                                                                            |
| 673.13   | Complete and submit to the Department an Engineering Assessment (EA) by August 19, 2015. EA must be performed by a New York State professional Engineer and be updated every 10 years after the initial submittal. EA guidance is available at: <a href="http://www.dec.ny.gov/docs/water_pdf/damfengarpt.pdf">http://www.dec.ny.gov/docs/water_pdf/damfengarpt.pdf</a> . | <b>VIOLATION</b> - EA is past due.                                                                                                      |

As noted above, maintenance has been performed on the service spillway's discharge channel's construction joints as they were now covered. The Department would like to receive a sketch / drawing showing how this work was accomplished for our files.

Please keep mind that any repair or construction related to the dam may require permits from the Department. Well in advance of beginning work at the dam, please check with the Regional Permit Administrator in the Warrensburg office ((518) 623-1281) to see if any permits are needed.

If you have any questions, please feel free to contact me by phone at 518-402-8257, or by e-mail at [peter.connery@dec.ny.gov](mailto:peter.connery@dec.ny.gov).

Sincerely,



Peter J. Connery, P.E.  
Environmental Engineer 2  
Dam Safety Section

cc w/ encl: James K. Groff, Supervisor, Town of Northampton  
ec w/encl: Randy Galusha, P.E., NYSDEC, Water, Region 5, Warrensburg  
Chad Sievers, P.E., NYSDEC, Water, Region 5, Warrensburg  
ec w/o encl: Alan Polmateer, Director, Civil Defense Office





**Visual Observations**

*DAM NAME* Woodward Lake Dam  
*STATE ID* 188-0783      *SECTION* A      *HAZARD CODE* B  
*COUNTY* Fulton      *INSPECTION DATE* 1/8/2016  
*NEAREST DS CITY/TOWN* Northville      *INSPECTOR(S)* PJC/JER  
*OWNER'S NAME* WOODWARD LAKE ADIRONDACK RETREAT LLC  
*DOWNSTREAM HAZARD* Intermediate      *TOWNSHIP* Town of Northampton  
  
*WATER LEVEL BEHIND DAM* 1/4" ± over spillway weir  
  
*DRAIN OPERATION* Unknown

*DEFICIENCIES*

- |                                                |                                                                |                                                   |
|------------------------------------------------|----------------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> 1) Seepage            | <input checked="" type="checkbox"/> 4) Maintenance             | <input type="checkbox"/> 7) Cracking              |
| <input type="checkbox"/> 2) Slope Stability    | <input checked="" type="checkbox"/> 5) Surficial Deterioration | <input type="checkbox"/> 8) Movement/Misalignment |
| <input type="checkbox"/> 3) Undesirable Growth | <input type="checkbox"/> 6) Voids                              | <input type="checkbox"/> 9) Data                  |

*Upstream:*

- Upstream embankment is mowed
- Wave erosion, severe in a couple of locations, observed. Embankment was steeped in those locations.

*Dam Crest:*

- Crest is mowed.

*Downstream:*

- Downstream embankment is mowed.
- Observed a minor depression on the right downstream embankment – closer to the spillway than the center of the spillway.
- Observed depression on the outside of the service spillway's right downstream training wall; 6" to 8" deep, 4' in diameter at top.

*Service Spillway:*

- A repair has been made to the spillway's discharge channel.
- Concrete repairs made to the right downstream training wall.
- Concrete deterioration on right training wall.
- Concrete deterioration on left upstream training wall.
- Concrete cracks on the right downstream training wall – downstream of the low level outlet conduit's discharge.
- Concrete deterioration on the top of the left downstream training wall, near the end of the wall.
- Concrete cracks on inside of the left downstream training wall.





**Photo 1 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Service spillway, service spillway's right training wall, spillway discharge chute, and right embankment section as observed from the spillway's left side.



**Photo 2 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Service spillway's downstream face and upper discharge chute as observed from the spillway's left side. Notice repairs made to cover joints in the discharge chute.





**Photo 3 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Service spillway's downstream face and upper discharge chute as observed from the spillway's left side. Notice repairs made to cover joints in the discharge chute.



**Photo 4 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Service spillway's right downstream training wall as observed from the service spillway's left downstream side. Notice concrete repairs made to wall.





**Photo 5 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Minor concrete deterioration at base of service spillway's right downstream training wall as observed from the service spillway's left downstream side.  
Also observe concrete maintenance performed on the training wall.





**Photo 6 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Concrete deterioration of the left service spillway's downstream training wall as observed from the service spillway's left side





**Photo 7 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Low level outlet conduit's discharge end and a crack( minor void) in the base of service spillway's right downstream training wall as observed from the service spillway's left downstream side.



**Photo 8 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Service spillway, service spillway's right training wall, spillway discharge chute, and right embankment section as observed from the spillway's left side.



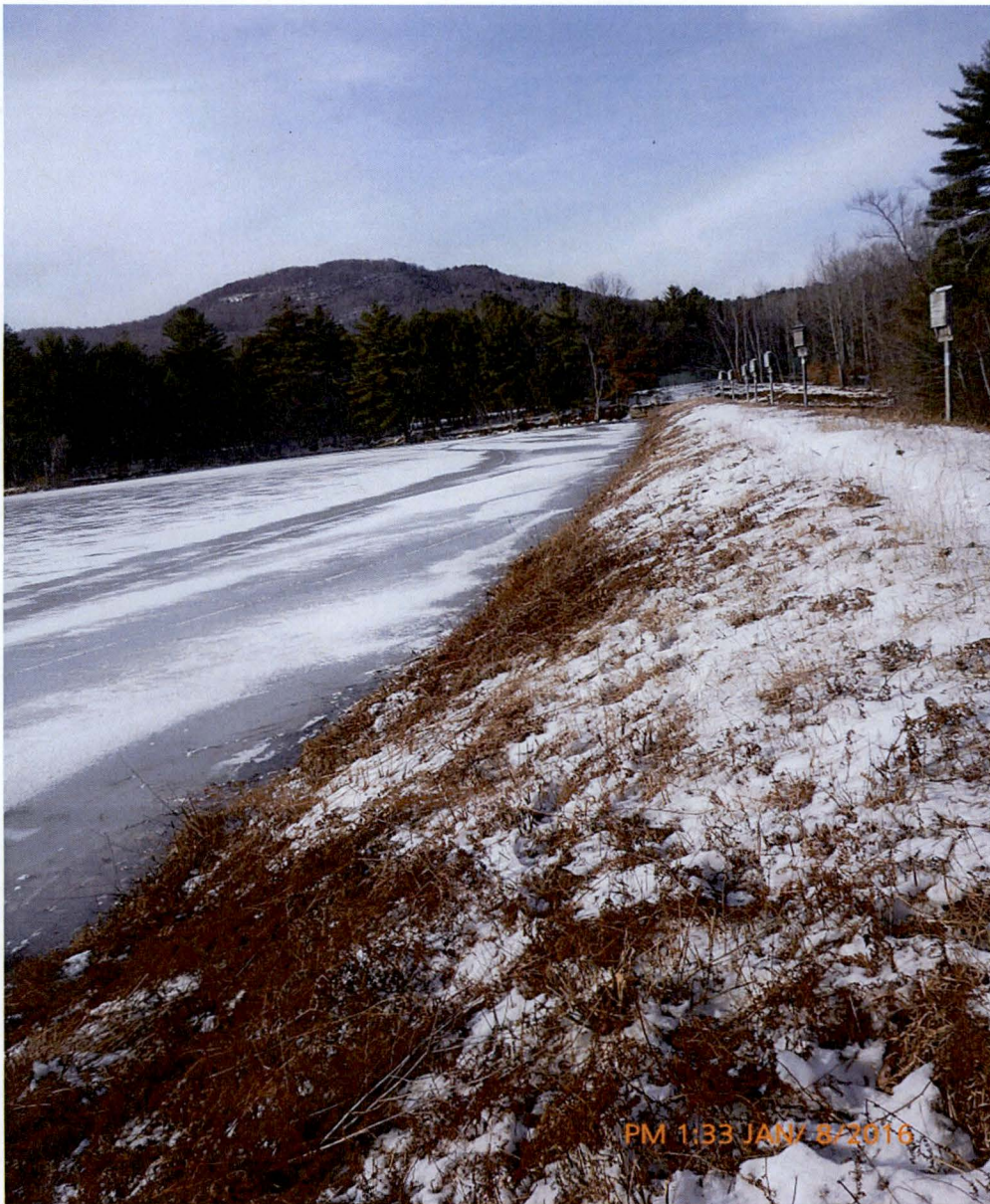


**Photo 9 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Posted sign on entrance path to the dam's right side.



**Photo 10 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Dam's right side embankment as observed from the right abutment.





**Photo 11 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Right upstream embankment as observed from the embankment's right side.





**Photo 12 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Wave erosion observed on the right upstream embankment as observed from  
the embankment's crest.





**Photo 13 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Concrete vault observed on the dam's right embankment. Vault was locked but believe to house the low level outlet valve.



**Photo 14 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Concrete deterioration at the water line - service spillway's left upstream training wall as observed from the service spillway's right side.





**Photo 15 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Depression observed adjacent to service spillway's right downstream training wall. The depression was located at the embankment's downstream toe



**Photo 16 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Right embankment's downstream toe as observed from the service spillway's right side.





PM 1:39 JAN/ 8/2016

**Photo 17 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Concrete deterioration on the service spillway's left downstream training wall as observed from the service spillway's right side.



PM 1:40 JAN/ 8/2016

**Photo 18 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Ice observed at the right embankment's downstream toe. Could not determine if this was seepage of run-off from the embankment's toe.





**Photo 19 Dam ID# 188-0783 Woodward Lake Dam 01/08/2016**  
Minor depression / slough on the right downstream embankment as observed  
from the embankment's toe.



