

FORESTBURGH POND

SUBDIVISION

NYS Route 42 & Hartwood Road / County Route 48

**Town of Forestburgh,
Sullivan County**

State of New York

Project Description



**FOR: New York Land & Lakes, Inc.
155 Main St. Suite D
Oneonta, NY 13820**

Date: January 6, 2020

SUBDIVISION INFORMATION:

- 1. NAME:** Forestburgh Pond
- 2. Tax Map #** 30.0-2-6.2 *See attached tax map*
- 3. SUBDIVIDER:** New York Land & Lakes, Development LLC., 155 Main Street Suite D Oneonta, NY 13820 (607) 353-8068. New York Land and Lakes Development is a small company employing 8-10 people and has been in business for over 25 years selling vacant land throughout New York State. They have completed many project from 5,000 acre project in Herkimer; NY; 2,500 acre project in Narrowsburg, NY; to just completing a 900 acre project in Dryden, NY
- 4. RECORD OWNER:** Cavallacci Forestburgh LLC; 14 Center Drive Malba, NY 11357 *See attached owner's Proxy*
- 5. AGENT:** Alan Lord Surveying Services, 415 State Highway 41, Smithville Flats, NY 13841. (607) 434-2678
- 6. Property:** 548 +/- Acres. The property is comprised of mostly wooded forest land with a mixture of hard woods (mostly oak) and soft woods (pines and hemlock). A small unnamed stream flows thru the property into a small 10 acre +/- pond. The topography ranges from around 1,200 feet to a little over 1,400 feet. *See attached topography map*
- 7. Zoning:** The property is located in the RR-1 District requiring a minimum lot area of 100,000 sqft and minimum lot width of 200ft. *See attached zoning map and bulk and yard requirements*
- 8. LOTS:** 21 proposed parcels, ranging in size from 4 to 185 Acres. Proposed lots will be sold as vacant land for purchaser to decide if and when to build.
- 9. ROADS:** No new roads will be constructed, all new proposed parcels will have frontage on NYS route 42 or County Route 48. Common drives were utilized where possible to reduce the number of new access points. Sullivan County DWP was contacted and maps with the 6 proposed driveways and sight distances were submitted for their review. NYS DOT was contacted and maps with the 3 proposed driveways and sight distances were submitted for their review.

10. WATER: Individual residential wells will be used for each parcel. NYS DEC Water well information logs were research for the town of Forestburgh although there were not may wells logged the ones recorded showed good yields. *See attached NYSDEC Town of Forestburgh well log*

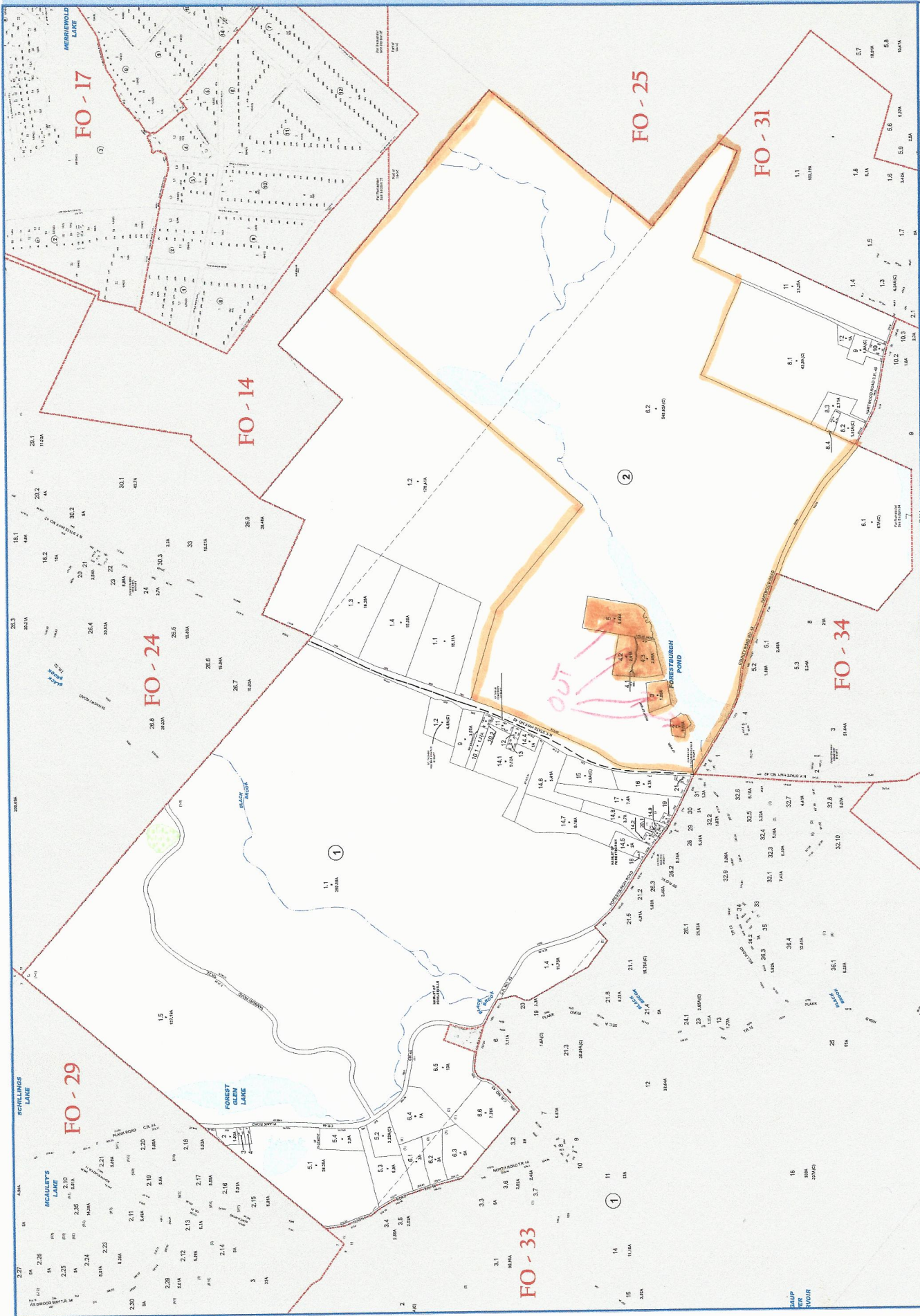
11. SEWAGE DISPOSAL: Individual residential septic will be used for each parcel. Keystone Engineering from Binghamton, NY was contracted to perform Deep test cuts and percolation test along with septic designs for each parcel to ensure it can support a system. *See plans for soil information and designs*

12. Common Land: A property owners association will be formed to own the Lake, Dam, the small cabin next to Dam and a small piece of property below the dam; totaling approximately 15 acres. All lot purchasers will be required to be a member of the association and pay dues for maintenance and up keep of the dam. *See Attached Forestburgh Pond Property owners Association Inc documents*

13. Wetlands: Ecological Analysis from Middle Town NY was contracted to survey the property for wetlands. All wetland areas identified were avoid so no permits or impacts to wetlands will occur. *See attached wetland report*

14. Forestburgh Pond Dam: NYS DEC inspection reports were obtained and the Dam was last inspected October 23, 2014 and it states “In general, the dam appears to be well maintained.” There were 3 items of note: 1) A gravel roadway constructed across the Auxiliary spillway’s discharge channel. 2) A dock section and boat were in the auxiliary spillways entrance. 3) Wave erosion was observed on the dam’s upstream embankment. *See attached dam inspection reports*

15. Protective covenants: There will be protective covenants (deed restrictions) put in the deed to each parcel to help protect the aesthetics of the neighborhood and make lot purchaser aware of rules and regulations they need to follow when improving their property. They include things such as one single family dwelling per parcel with no further subdivision, green belt area around pond, reminder of wetland permits and town permits. *See attached Protective covenants for a complete set.*



SULLIVAN COUNTY TAX MAP DEPARTMENT
NOT TO BE USED FOR CONVEYANCE
Sullivan County Department of Planning
100 Main Street, Room 201
Sullivan, NY 12154
Phone: 518-338-2200
Fax: 518-338-2201
E-mail: taxmap@sullivan-county.org

REVISION TABLE

NO.	DATE	DESCRIPTION
1	01/15/2014	Initial Map
2	01/15/2014	Map Update
3	01/15/2014	Map Update
4	01/15/2014	Map Update
5	01/15/2014	Map Update
6	01/15/2014	Map Update
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50	01/15/2014	Map Update

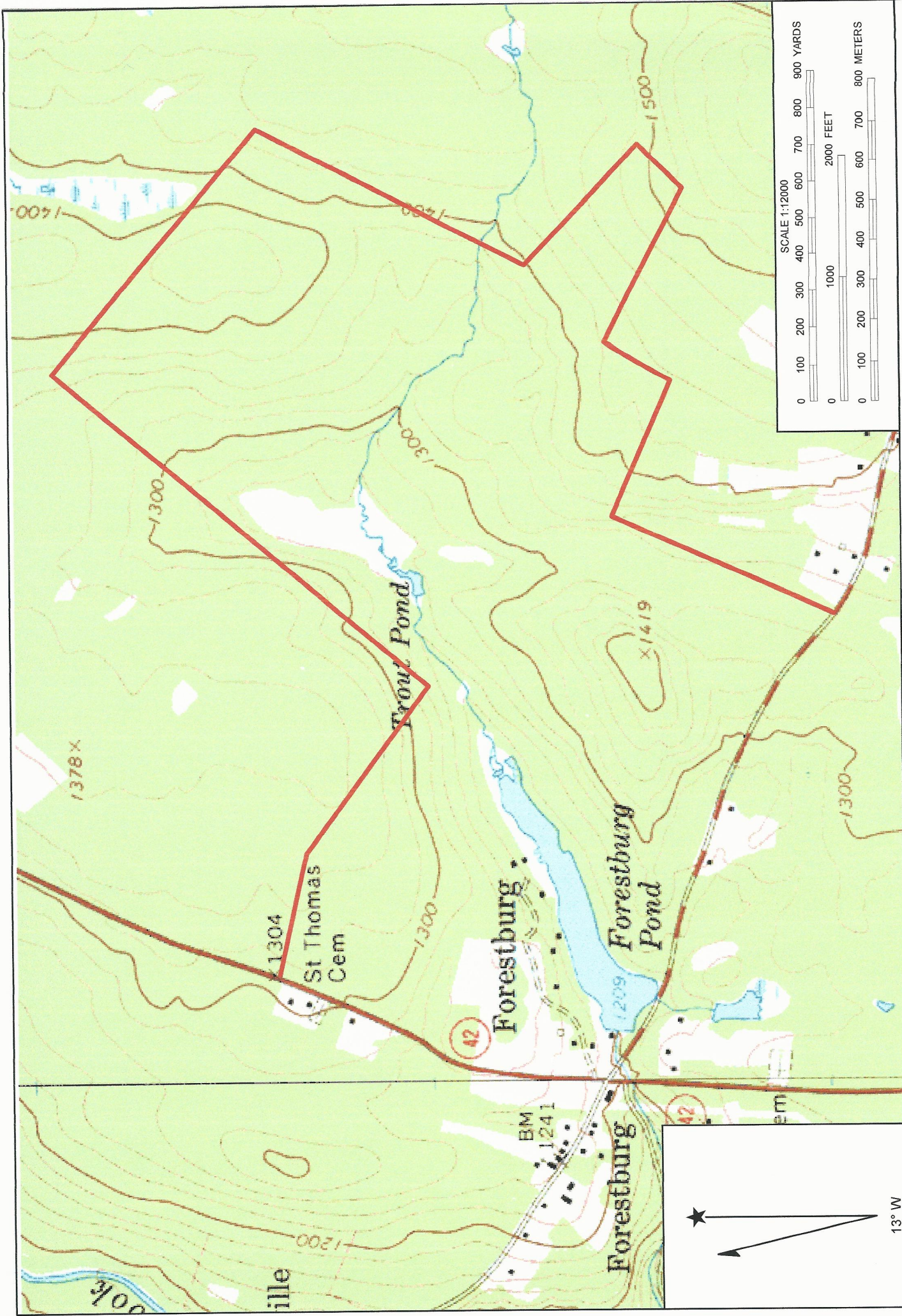
SPECIAL DISTRICTS

DISTRICT	NAME	TYPE	STATUS
1	Forestburg Pond	Water	Active
2	Forest Glen Lake	Water	Active
3	Forestburg Pond	Water	Active
4	Forest Glen Lake	Water	Active
5	Forestburg Pond	Water	Active
6	Forest Glen Lake	Water	Active
7	Forestburg Pond	Water	Active
8	Forest Glen Lake	Water	Active
9	Forestburg Pond	Water	Active
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48	Forest Glen Lake	Water	Active
49	Forestburg Pond	Water	Active
50	Forest Glen Lake	Water	Active

LEGEND

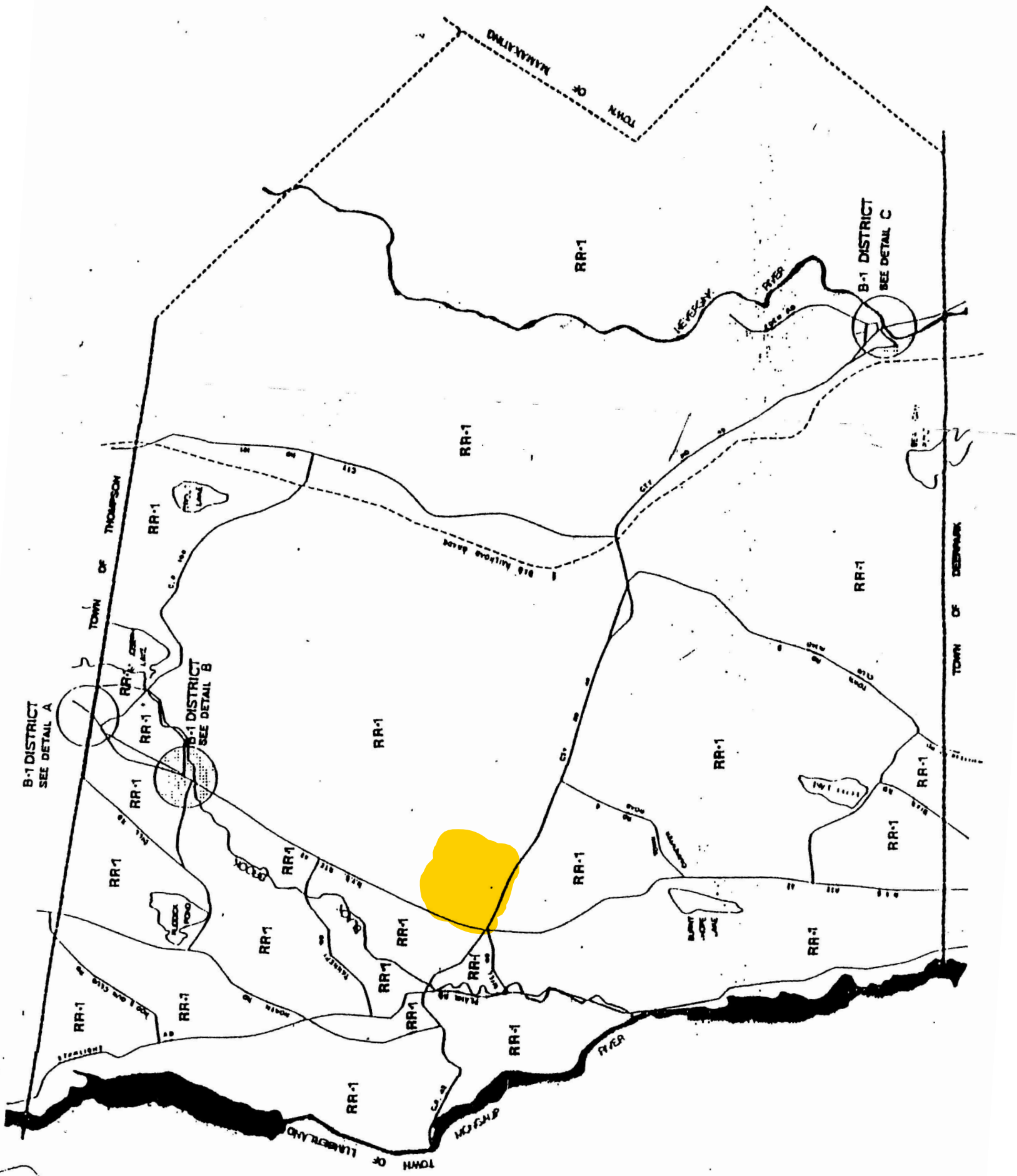
SYMBOL	DESCRIPTION
[Symbol]	Water
[Symbol]	Land
[Symbol]	Forest
[Symbol]	Highway
[Symbol]	Local Road
[Symbol]	Utility Line
[Symbol]	Boundary
[Symbol]	Setback
[Symbol]	Other

TOWN OF FORESTBURGH
100 Main Street, Room 201
Sullivan, NY 12154
Phone: 518-338-2200
Fax: 518-338-2201
E-mail: taxmap@sullivan-county.org



Location: 041° 33' 09.49" N 074° 44' 14.41" W
Caption: Forestburg Pond

Name: HARTWOOD
Date: 8/7/2019
Scale: 1 inch equals 1000 feet



- (2) Retail and service stores.
- (3) Eating and drinking establishments.
- (4) Offices.
- (5) Funeral homes.
- (6) Motor vehicle service stations, provided that all parts and supplies, dismantled vehicles debris and major repair work areas shall be located within a building enclosed on all sides.

B. Accessory uses.

- (1) Same as RR-1 Districts.
- (2) Outdoor vending machines.
- (3) Off-street parking and loading facilities.
- (4) Nonflashing signs related to an establishment located on the same lot, provided that:
 - (a) The area, in square feet, of all signs on the lot shall not exceed the number of linear feet of the frontage of the lot.
 - (b) No more than one freestanding sign, not greater than 40 square feet in area or 20 feet in height and located not closer than 25 feet to any public street line, shall be permitted.
 - (c) Such signs shall not shine directly on adjacent public roads.
- (5) A building whose sole function is to house electrical equipment, telephone equipment or cable television equipment may be placed on a lot no smaller than 10,000 square feet. Said lot must be owned by the public utility owning said building and equipment. The Planning Board may require a larger lot size than 10,000 square feet if, in the sole discretion of said Board, a larger lot is required considering the criteria set forth in Article VII hereof.

[Added 11-10-1983 by L.L. No. 3-1983]

§ 85-9 Bulk and yard requirements.

[Amended 12-8-1977 by L.L. No. 12-1977; 8-14-1980 by L.L. No. 2-1980; 9-3-1987 by L.L. No. 3-1987]

A. Bulk and yard requirements.

Minimum Required	In RR-1 District	In B-1 District	In RC District
Lot area (square feet)	100,000	100,000	5 acres
Lot width (feet)	200	200	300
Front yard setback (feet)	75	75	150 from edge of road right-of-way
Side yard setback (feet)	50	50	50 per setback
Rear yard setback (feet)	100	100	150
Accessory structure setback (feet)	25	25	25 from any lot line
Maximum Permitted:			
Building height (feet)	30	30	30



Water Well Information - Search Results

Search By County Name: Sullivan
Search By Town/City/Village Name: Forestburgh

* = No value available.

NR = Rock was not encountered.

Town/ City/ Village	County	Well#	FOIL Address	Latitude (D/M/S)	Longitude (D/M/S)	Well Depth (FT)	Rock Depth (FT)	GW Depth (FT)	Casing Length (FT)	Screen Used	Yield (GPM)	Registration Number
Forestburgh	Sullivan	SV1067	BAER RD	41 30 28.5	74 43 15.3	520	84	81.0	98.0	N	7.0	NYRD10092
Forestburgh	Sullivan	SV1420	DILL RD	41 35 25.0	74 44 08.5	225	24	100.0	58.5	N	15.0	NYRD10108
Forestburgh	Sullivan	SV806	FRENCH CLEARING RD	41 35 13.8	74 44 23.4	485	80	65.0	98.0	N	*	NYRD10192
Forestburgh	Sullivan	SV1231	NORTH HATCHERY RD	41 33 22.3	74 38 53.6	300	20	80.0	39.0	N	50.0	NYRD10347
Forestburgh	Sullivan	SV1247	ST RT 42	41 33 16.8	74 44 55.8	360	5	40.0	38.0	N	*	NYRD10192
Forestburgh	Sullivan	SV922	ST RT 55	41 49 06.5	74 41 46.3	420	*	100.0	98.0	N	5.0	NYRD10068
Forestburgh	Sullivan	SV741	WILDWOOD WAY	41 34 07.0	74 46 13.4	260	63	70.0	80.0	N	20.0	NYRD10092

Records 1 through 7 of 7

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FORESTBURGH POND
PROPERTY OWNERS' ASSOCIATION INC.

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

January 8, 2020

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

BY-LAWS
OF THE
FORESTBURGH POND
PROPERTY OWNERS' ASSOCIATION, INC.

January 8, 2020

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BY-LAWS
OF THE
FORESTBURGH POND 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 Forestburgh Pond 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 Forestburgh Pond 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 Forestburgh Pond and appurtenant impoundment structures, its associated access area and any storm water control structures associated thereto as shown on the filed subdivision map of Forestburgh Pond 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 Forestburgh Pond 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 twenty one (21) within a subdivision known as "Forestburgh Pond" as shown on a plat filed in the Sullivan 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 Forestburgh Pond 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 Forestburgh Pond 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 Forestburgh Pond 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 common areas and dam on Forestburgh Pond within the Forestburgh Pond subdivision including but not limited to mowing, drainage work and maintenance of safety , water control and stormwater 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 Forestburgh Pond 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 Forestburgh Pond 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. FORESTBURGH POND PROPERTY OWNERS' ASSOCIATION RULES and REGULATIONS

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

TABLE OF APPENDICES (Forestburgh Pond Property Owners' Association
Information & Disclosures)

I.....	Rules and Regulations of the Forestburgh Pond 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
FORESTBURGH POND
PROPERTY OWNERS' ASSOCIATION, Inc.'s
RULES and REGULATIONS

January 8, 2020

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 Forestburgh Pond Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Forestburgh Pond Property Owners' Association, Inc. b) have the right to use the common area located on and around Forestburgh Pond and c) pay the Forestburgh Pond Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Forestburgh Pond Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Forestburgh Pond Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Forestburgh Pond Property Owners' Association, Inc. Said charge may be increased or decreased by the Forestburgh Pond Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Forestburgh Pond 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 Forestburgh Pond 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 Forestburgh Pond Subdivision shall be determined by the annual budget. **Based on the first annual budget, which is attached hereto as Appendix III, the annual assessment per lot is \$571.43 per year or \$47.62 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 Forestburgh Pond 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 Forestburgh Pond 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

Forestburgh Pond– 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 property owned by the Association is intended solely for the private use of the members of the Forestburgh Pond 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. Motorized Vehicle Use** - No motorized vehicles are allowed on Forestburgh Pond at any time except that electric boat motors are allowed.
- 4. Refuse** - No garbage, refuse or trash will be left or disposed of on Association property.
- 5. Alteration** - Nothing shall be altered in, constructed on or removed from the Association property without the express written consent of the Board of Directors.

- 6. Camping** – No camping is allowed on any Association property
- 7. Littering** – Littering of any kind is strictly prohibited. If you carry it in, CARRY IT OUT!
- 8. Boat Storage** - Boats may not be left unattended without the written permission of the Forestburgh Pond Property Owners' Association, Inc.
- 9. 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.
- 10. Hours of Use** – Dawn to Dusk

APPENDIX II

FORESTBURGH POND PROTECTIVE COVENANTS

- 1)) Upon the acceptance and filing of a deed to any Grantee of any lot in the Forestburgh Pond Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Forestburgh Pond Property Owners' Association, Inc. b) have the right to use the common area located on and around Forestburgh Pond and c) pay the Forestburgh Pond Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Forestburgh Pond Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Forestburgh Pond Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Forestburgh Pond Property Owners' Association, Inc. Said charge may be increased or decreased by the Forestburgh Pond Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Forestburgh Pond 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 Forestburgh Pond 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.
- 2) Only one dwelling shall be allowed per parcel.
- 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) 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 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.
- 6) No parcel shall be further subdivided.
- 7) Grantee is responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.

8) If Grantee(s) disturbs over one acre of land on their parcel, Grantee(s) also hereby agrees to prepare a Storm Water Pollution Prevention Plan (SWPPP) specific for their residential lot to be developed and file a Notice of Intent (NOI) for the Storm water discharges associated with construction activity under State Pollutant Discharge Elimination System (SPDES) General Permit in effect at the time of filing.

9) Driveways, driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate Highway Superintendent, NY State DOT or Sullivan County DPW.

10) There shall be no change allowed to existing drainage patterns of ditches and culverts along municipal highways without approval from the appropriate Highway Superintendent, NY State DOT or Sullivan County DPW.

11) Grantor reserves, in a deed to each parcel, the right to grant a standard easement of sufficient width for the distribution of utilities.

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 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) No motorized vehicles are allowed on Forestburgh Pond at any time except that electric boat motors are allowed.

19) 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.

20) No trees, shrubs or other woody stemmed vegetation greater than six (6) inches in diameter when measured at breast height, may be cut, culled, trimmed, pruned or otherwise removed or disturbed within one hundred (100) feet of the mean high water mark of Forestburgh Pond, with the exception of driveway construction for lot 9. 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 or health hazard. Tree clearing allowed under this covenant may require a permit from the New York State Department of Environmental Conservation (DEC).

21) No pesticides, herbicides or fertilizers shall be applied within five hundred (500) feet of any water body or wetland.

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

23) Boat docks of no more than one hundred (100) square feet in size will be allowed. Swimming platforms unattached to shore shall be allowed with the permission of the Forestburgh Pond Property Owners' Association. Dock installation may require a permit from the New York State Department of Environmental Conservation (DEC).

24) Common area lands owned by the Forestburgh Pond Property Owners' Association, Inc. have additional regulations pertaining to them. Refer to the Forestburgh Pond Property Owners' Association, Inc. By-Laws and Rules & Regulations for details.

25) These Protective Covenants are to run with the land and shall be binding on New York Land & Lakes Development, 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 New York Land & Lakes Development, LLC, or the owner of any parcel within the subdivision. If New York Land & Lakes Development, 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

FORESTBURGH POND PROPERTY OWNERS' ASSOCIATION, INC.

PROJECTED ANNUAL BUDGET

For the First Year of Operation Beginning April 1, 2020

INCOME.....\$ 12,000.00

EXPENSES FOR ALL 21 LOTS

Reserve for future dam repairs (4).....	\$ 5,000
Dam Inspection and Reporting (5)	\$ 1,000
Annual Common Area Maintenance (6).....	\$ 2,000
Liability Insurance (7).....	\$ 2,000
Property Taxes (8).....	\$ 1,500
Miscellaneous Expenses (postage, bank fees, stationary, income taxes etc.).....	\$ 500

TOTAL.....\$ 12,000.00

TOTAL ANNUAL EXPENSES.....\$ 12,000.00

ESTIMATED ANNUAL COST PER LOT OWNER \$ 571.43

ESTIMATED MONTHLY COST PER LOT OWNER \$ 47.62

Footnotes:

1. An annual reserve for future dam repairs has been established in the event the Forestburgh Pond dam should require repairs in the future.

5. Dam inspections and Reporting—Once every ____ years, the dam must be inspected by a professional engineer with dam safety experience and once every ____ years, a detailed engineering assessment report must be prepared by a professional engineer with dam safety experience. See attached estimate from _____ for all dam related inspections and reporting.

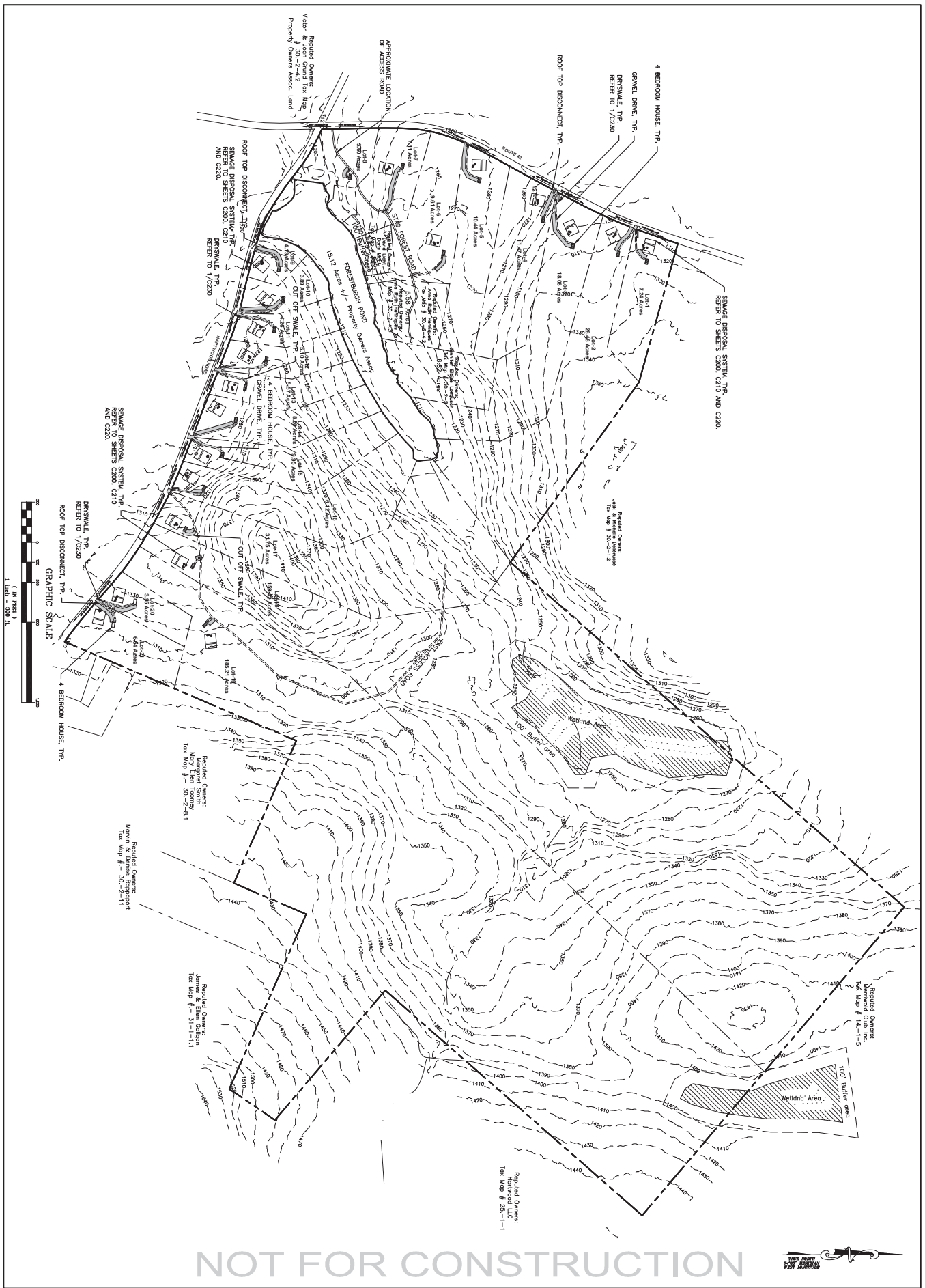
6. Routine Maintenance of the common area (picnic and boat launch area) includes general repair upkeep of picnic facilities, trash and debris removal and mowing. Routine maintenance of the dam includes mowing of dike, clean-up and debris removal from the spillway four times annually. See estimate attached dated _____ from _____.

7. Common Property Liability Insurance quote is based on an estimate dated _____ received from _____ Insurance Company a copy of which is attached.

8. Property taxes are an estimate based on the assumption that the Town of Northampton will place taxable value on the private roads and common area.

APPENDIX IV

Survey Map





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Middletown, NY 10941
Office: (845) 495-0123 • Fax: (866) 688-0836

December 12, 2019

New York Land & Lakes
155 Main Street, Suite D
Oneonta, NY 13820

RE: Wetlands Report
Forestburgh Pond
SBL: 30.-2-6.2
Town of Forestburgh, Sullivan County

Dear Mr. Lord,

From September 23-30, 2019, a wetland delineation was conducted by Ecological Analysis (EA) staff as requested on the above referenced property. The area was walked and a field investigation was completed to determine whether there were any areas that would be within the jurisdiction of either the United States Army Corps of Engineers (USACE) and/or the New York State Department of Environmental Conservation (NYSDEC) for federally- or state-regulated wetlands.

Before conducting the field investigation related aerial, soils and wetland online mapping resources were reviewed for the parcel. These identified any possible wetland features on the property that would indicate any areas of the parcel where we should verify whether or not the field conditions match the related mapped features.

As shown on the attached United States Fish and Wildlife Service (USFWS) map, four potential wetland areas had been identified by the USFWS along with a pond and two stream segments. The USFWS map locates two large seasonally flooded/saturated, palustrine, forested/shrub-scrub (PFO1E/PSS1E) wetland areas as the largest wetlands on the site (approximately 16 acres and 12 acres). Additionally, there two smaller wetlands, one seasonally flooded/saturated, palustrine, forested/shrub (PFO1E) and one small seasonally flooded/saturated, palustrine, emergent wetland (PEM1Eh) at the head of the pond.

The NYSDEC map locates two NYSDEC regulated wetlands, (HA-44) a seasonally saturated, palustrine, forested/shrub wetland area, with an approximated extent of 21.3 acres, and (HA-45) a seasonally flooded/saturated, palustrine, forested/scrub shrub wetland area that is approximately 18.5 acres. The two large NYSDEC wetlands are contiguous with the largest of the USFWS mapped wetlands detailed above.

The field investigation was conducted in accordance to the 2012 Interim Northcentral and Northeast Regional Supplement to the USACE 1987 manual and the NYSDEC 1995 Freshwater Wetlands Delineation Manual. The upland and wetland areas on the property were determined by observing plant vegetation, soil types, and hydrological conditions in accordance with the USACE field investigation guidelines. Areas meeting the conditions set forth by the agencies were then flagged on their edge with pink "Wetland Delineation" flags that were numbered sequentially and a field map was emailed to the client (or their representative) to aid any subsequent surveying of the regulated wetlands line.

During the course of our field investigation, twelve wetland areas, two ponds, and three stream segments were identified. A representative set of USACE wetland delineation forms were filled out for the two largest wetland areas on this parcel (Wetlands "C" and "D") which represent a typical stream floodplain and a deciduous scrub/shrub wetland, respectively.

Wetland/Upland Vegetation

The dominant ground story vegetation in Wetland "C" mainly consisted of a sphagnum moss carpet sparsely populated with threeleaf goldthread, tawny cotton grass, and northern long sedge. The sparse understory of woody species included primarily a mountain laurel border. The overstory tree canopy was dominated by Eastern hemlock and red maple. All of these are mostly consistent with plants that are recognized as wetland plant species and their abundances in the various wetlands pass the USACE 50/20 rule, thereby defining the area as having wetland vegetation.

The dominant ground story vegetation in Wetland "D" mainly consisted of sphagnum mosses and tussock sedge, with marsh St John's wort, woolgrass, and *Carex crinita*. The sparse understory of woody species included primarily highbush blueberry and a rhododendron border. The overstory tree canopy was dominated by Eastern hemlock. All of these are mostly consistent with plants that are recognized as wetland plant species and their abundances in the various wetlands pass the USACE 50/20 rule, thereby defining the area as having wetland vegetation.

The vegetation cover dominating areas outside of the wetlands were primarily Northern hardwood forest species, dominated by Eastern hemlock. Understory shrubs included rhododendron, Japanese barberry, mountain laurel, and multiflora rose. The dominant ground story vegetation in the upland areas mainly consisted of woodferns (*Dryopteris* spp.). This species composition is consistent with vegetation found on upland areas.

Wetland/Upland Soils

Both the Sullivan County Soil Survey and the United States Department of Agriculture (USDA) online web soil surveys were reviewed to verify if there were any potential hydric (wetland) soils on the property. A copy of the USDA soil report for the property is included for your use. Nine potential wetland soils were identified in these soil surveys. The nine identified soil types were designated as Ad – Alden silt loam, Ca – Carlisle muck, Fu – Fluvaquents-Udfluvents complex, frequently flooded soils, Ne – Neversink loam, Nf – Neversink and Alden soils, very stoney soils, Pa – Palms muck, Wd – Wayland soils complex, frequently flooded soils, and two soils that are not always hydric but are sometimes considered as wetland areas due to commonly having inclusions of hydric soils (the Scriba and the Scriba and Morris loam series - ScB and SeB). All the characteristics of the soil cores taken in the wetland areas during the field investigation were consistent with wetland soils identifiers. The soil cores taken were consistent with the wetland soils identified by the Sullivan County soil survey and the USDA.

Upland soils on the property include: AIC, AIE, and AoC – all Arnot-Lordstown complex soils; LoB – Lordstown channery silt loam; MrB – Morris loam; ScB, SrB, SrC, SrD, and SwE; Scriba and Morris loams – SeB; all Swartwood gravelly loams; WeB and WeC – both Wellsboro gravelly loams; WIC – Wellsboro and Wurtsboro soils; and WuB – Wurtsboro loam. These are well drained soils that occur on slightly sloping to steep grades. These soils do not maintain proper hydrology to be wetland soils as they dry out during the growing season.

Wetlands Hydrology

An aerial mapping of the water resources (e.g. ponds, streams, and wetlands) identified by the USFWS National Wetlands Inventory (NWI) within the near vicinity of the property was referenced online prior to our field work. A copy of this USFWS map is included with this letter. Hydrology to the wetlands on the site is provided by direct rainfall and indirect runoff or groundwater from adjacent higher terrains. Our field visit confirmed the presence of the nine wetland features, a pond, and four streams identified by the USFWS wetlands inventory, NYSDEC Environmental Resource Mapper, and by hydric soil presence in the USDA soils mapper. The areas flagged were saturated, with obvious drainage patterns in the different wetland areas.

Streams and Associated Wetlands

The three stream segments identified by EA drain separately into either Forestburgh Pond, NYSDEC Wetland HA-44, or NYSDEC Wetland HA-56 (which is located off-property). Sections of each of these streams were noted to have intermittent flow patterns during the several visits made to the site during this study period (September). Other segments of these streams are encompassed separately within the areas of EA Wetlands "F", "X", or "Y" where either of these wetlands is traversed by their



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Middletown, NY 10941
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streams. Wetland "Z" is located separately from one of the streams at a location perched on a benched area above the bed and banks of the stream itself.

Conclusions

The wetland areas identified, as currently flagged, may be regulated by the USACE as protected waters of the United States and/or by the NYSDEC as regulated wetlands or streams, therefore, prior to any disturbance of these wetlands or the associated ponds and streams, appropriate permit(s) would need to be obtained from the USACE District Office in New York City and/or the Region 3 office of the NYSDEC, in New Paltz.

Ecological Analysis is grateful for this opportunity to be of service on this project and looks forward to the opportunity to work with you in the future. Feel free to call if you have any questions or if we can be of further assistance.

Sincerely yours,

Bruce R. Friedmann

Bruce R. Friedmann
Senior Environmental Scientist
Ecological Analysis, LLC

Attachments:

USACE wetland and upland data sheets
USFWS National Wetlands Inventory Map
NYSDEC Environmental Resource Map
USDA Soil Survey

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Forestburgh Pond **City/County:** Town of Forestburgh, Sullivan County **Sampling Date:** 25-Sep-19
Applicant/Owner: New York Land & Lakes **State:** NY **Sampling Point:** UPLAND
Investigator(s): Bruce Friedman/Mark McHugh **Section, Township, Range:** S. 30. T. 2 R. 6.2
Landform (hillslope, terrace, etc.): Hillside **Local relief (concave, convex, none):** convex **Slope:** 30.0 % / 16.7
Subregion (LRR or MLRA): LRR R **Lat.:** 41.55828 **Long.:** 74.72760 **Datum:** WGS 84
Soil Map Unit Name: SeB - Scriba and Morris loams, gently sloping, rubbly **NWI classification:** Upland

Are climatic/hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks.)
Are Vegetation ☐ , **Soil** ☐ , **or Hydrology** ☐ **significantly disturbed?** **Are "Normal Circumstances" present?** Yes ☒ No ☐
Are Vegetation ☐ , **Soil** ☐ , **or Hydrology** ☐ **naturally problematic?** (If needed, explain any answers in Remarks.)

Summary of Findings - Attach site map showing sampling point locations, transects, important features, et

Hydrophytic Vegetation Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Hydric Soil Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Wetland Hydrology Present? Yes <input type="radio"/> No <input checked="" type="radio"/>	Is the Sampled Area within a Wetland? Yes <input type="radio"/> No <input checked="" type="radio"/>
Remarks: (Explain alternative procedures here or in a separate report.)	

Hydrology

Wetland Hydrology Indicators: Primary Indicators (minimum of one required; check all that apply)		Secondary Indicators (minimum of 2 required)	
<input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Water-Stained Leaves (B9) <input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> Marl Deposits (B15) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Moss Trim Lines (B16) <input type="checkbox"/> Dry Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> Shallow Aquitard (D3) <input type="checkbox"/> Microtopographic Relief (D4) <input type="checkbox"/> FAC-neutral Test (D5)	
Field Observations: Surface Water Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Depth (inches): _____ Water Table Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Depth (inches): _____ Saturation Present? (includes capillary fringe) Yes <input type="radio"/> No <input checked="" type="radio"/> Depth (inches): _____		Wetland Hydrology Present? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks:			

VEGETATION - Use scientific names of plants

Dominant
Species?
Rel.Strat.
Cover

Sampling Point: UPLAND

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species? Rel.Strat. Cover	Indicator Status	Dominance Test worksheet:
1. <i>Tsuga canadensis</i>	15	<input checked="" type="checkbox"/> 25.0%	FACU	Number of Dominant Species That are OBL, FACW, or FAC: 1 (A) Total Number of Dominant Species Across All Strata: 6 (B) Percent of dominant Species That Are OBL, FACW, or FAC: 16.7% (A/B)
2. <i>Quercus rubra</i>	25	<input checked="" type="checkbox"/> 41.7%	FACU	
3. <i>Pinus strobus</i>	20	<input checked="" type="checkbox"/> 33.3%	FACU	
4.	0	<input type="checkbox"/> 0.0%		
5.	0	<input type="checkbox"/> 0.0%		
6.	0	<input type="checkbox"/> 0.0%		
7.	0	<input type="checkbox"/> 0.0%		
60 = Total Cover				Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species 0 x 1 = 0 FACW species 5 x 2 = 10 FAC species 1 x 3 = 3 FACU species 120 x 4 = 480 UPL species 0 x 5 = 0 Column Totals: 126 (A) 493 (B) Prevalence Index = B/A = 3.913
Sapling/Shrub Stratum (Plot size: 15)				Hydrophytic Vegetation Indicators: <input type="checkbox"/> Rapid Test for Hydrophytic Vegetation <input type="checkbox"/> Dominance Test is > 50% <input type="checkbox"/> Prevalence Index is ≤ 3.0 ¹ <input type="checkbox"/> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. <i>Kalmia latifolia</i>	40	<input checked="" type="checkbox"/> 66.7%	FACU	
2. <i>Berberis thunbergii</i>	20	<input checked="" type="checkbox"/> 33.3%	FACU	
3.	0	<input type="checkbox"/> 0.0%		
4.	0	<input type="checkbox"/> 0.0%		
5.	0	<input type="checkbox"/> 0.0%		
6.	0	<input type="checkbox"/> 0.0%		
7.	0	<input type="checkbox"/> 0.0%		
60 = Total Cover				
Herb Stratum (Plot size: 5)				
1. <i>Coptis trifolia</i>	5	<input checked="" type="checkbox"/> 83.3%	FACW	
2. <i>Lycopodium clavatum</i>	1	<input type="checkbox"/> 16.7%	FAC	
3. <i>Dryopteris carthusiana</i>	0	<input type="checkbox"/> 0.0%	FACW	
4. <i>Dryopteris intermedia</i>	0	<input type="checkbox"/> 0.0%	FAC	
5. <i>Lycopodium digitatum</i>	0	<input type="checkbox"/> 0.0%	UPL	
6.	0	<input type="checkbox"/> 0.0%		
7.	0	<input type="checkbox"/> 0.0%		
8.	0	<input type="checkbox"/> 0.0%		
9.	0	<input type="checkbox"/> 0.0%		
10.	0	<input type="checkbox"/> 0.0%		
11.	0	<input type="checkbox"/> 0.0%		
12.	0	<input type="checkbox"/> 0.0%		
6 = Total Cover				
Woody Vine Stratum (Plot size:)				Definitions of Vegetation Strata: Tree - Woody plants, 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1m) tall.. Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vine - All woody vines greater than 3.28 ft in height.
1.	0	<input type="checkbox"/> 0.0%		
2.	0	<input type="checkbox"/> 0.0%		
3.	0	<input type="checkbox"/> 0.0%		
4.	0	<input type="checkbox"/> 0.0%		
0 = Total Cover				
Hydrophytic Vegetation Present? Yes <input type="radio"/> No <input checked="" type="radio"/>				
Remarks: (Include photo numbers here or on a separate sheet.) 				

*Indicator suffix = National status or professional decision assigned because Regional status not defined by FWS

Soil

Sampling Point: UPLAND

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

[illegible]

¹Type: C=Concentration. D=Depletion. RM=Reduced Matrix, CS=Covered or Coated Sand Grains ²Location: PL=Pore Lining. M=Matrix

Hydric Soil Indicators:

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Muck Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Dark Surface (S7) (LRR R, MLRA 149B)

- ☐ Polyvalue Below Surface (S8) (LRR R, MLRA 149B)
- ☐ Thin Dark Surface (S9) (LRR R, MLRA 149B)
- ☐ Loamy Mucky Mineral (F1) LRR K, L)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils : ³

- ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B)
- ☐ Coast Prairie Redox (A16) (LRR K, L, R)
- ☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R)
- ☐ Dark Surface (S7) (LRR K, L, M)
- ☐ Polyvalue Below Surface (S8) (LRR K, L)
- ☐ Thin Dark Surface (S9) (LRR K, L)
- ☐ Iron-Manganese Masses (F12) (LRR K, L, R)
- ☐ Piedmont Floodplain Soils (F19) (MLRA 149B)
- ☐ Mesic Spodic (TA6) (MLRA 144A, 145, 149B)
- ☐ Red Parent Material (F21)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type:

Depth (inches):

Hydric Soil Present? Yes ☐ No ☒

Remarks:

Plot ID: **UPLAND**

Photo Path: \\Ea-server\company\55.06119 NY Land & Lakes Forestburgh P



Photo File: **DSCN5044.JPG** Orientation: Northeast -facing

Lat/Long or UTM : Long/Easting: **74.72760** Lat/Northing: **41.55828**

Description:



Photo File: **IMG_0645.JPG** Orientation: North -facing

Lat/Long or UTM: Long/Easting: **74.72760** Lat/Northing: **41.55828**

Description:

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Forestburgh Pond

City/County: Town of Forestburgh, Sullivan
County

Sampling Date: 25-Sep-19

Applicant/Owner: New York Land & Lakes

State: NY

Sampling Point:

Wetland C

Investigator(s): Bruce Friedman/Mark McHugh

Section, Township, Range: S. 30.

T. 2

R. 6.2

Landform (hillslope, terrace, etc.): Flat

Local relief (concave, convex, none): flat

Slope: 0.0 % / 0.0

Subregion (LRR or MLRA): LRR R

Lat.: 41.55727

Long.: 74.72320

Datum: WGS 84

Soil Map Unit Name: Pa - Palms muck

NWI classification: PF04E

Are climatic/hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks.)

Are Vegetation ☐ **, Soil** ☐ **, or Hydrology** ☐ **significantly disturbed?** **Are "Normal Circumstances" present?** Yes ☒ No ☐

Are Vegetation ☐ **, Soil** ☐ **, or Hydrology** ☐ **naturally problematic?** (If needed, explain any answers in Remarks.)

Summary of Findings - Attach site map showing sampling point locations, transects, important features, et

Hydrophytic Vegetation Present? Yes <input checked="" type="radio"/> No <input type="radio"/> Hydric Soil Present? Yes <input checked="" type="radio"/> No <input type="radio"/> Wetland Hydrology Present? Yes <input checked="" type="radio"/> No <input type="radio"/>	Is the Sampled Area within a Wetland? Yes <input checked="" type="radio"/> No <input type="radio"/>
Remarks: (Explain alternative procedures here or in a separate report.) 	

Hydrology

Wetland Hydrology Indicators: Primary Indicators (minimum of one required; check all that apply)		Secondary Indicators (minimum of 2 required)	
<input type="checkbox"/> Surface Water (A1) <input checked="" type="checkbox"/> High Water Table (A2) <input checked="" type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Water-Stained Leaves (B9) <input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> Marl Deposits (B15) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Surface Soil Cracks (B6) <input checked="" type="checkbox"/> Drainage Patterns (B10) <input checked="" type="checkbox"/> Moss Trim Lines (B16) <input type="checkbox"/> Dry Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input checked="" type="checkbox"/> Stunted or Stressed Plants (D1) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> Shallow Aquitard (D3) <input type="checkbox"/> Microtopographic Relief (D4) <input type="checkbox"/> FAC-neutral Test (D5)	
Field Observations: Surface Water Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Depth (inches): _____ Water Table Present? Yes <input checked="" type="radio"/> No <input type="radio"/> Depth (inches): <u>1</u> Saturation Present? (includes capillary fringe) Yes <input checked="" type="radio"/> No <input type="radio"/> Depth (inches): _____		Wetland Hydrology Present? Yes <input checked="" type="radio"/> No <input type="radio"/>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: 			
Remarks: 			

VEGETATION - Use scientific names of plants

Sampling Point: Wetland C

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species? Rel.Strat. Cover	Indicator Status	Dominance Test worksheet:
1. <i>Tsuga canadensis</i>	15	<input checked="" type="checkbox"/> 50.0%	FACU	Number of Dominant Species That are OBL, FACW, or FAC: 3 (A)
2. <i>Acer rubrum</i>	15	<input checked="" type="checkbox"/> 50.0%	FAC	Total Number of Dominant Species Across All Strata: 5 (B)
3.	0	<input type="checkbox"/> 0.0%		Percent of dominant Species That Are OBL, FACW, or FAC: 60.0% (A/B)
4.	0	<input type="checkbox"/> 0.0%		
5.	0	<input type="checkbox"/> 0.0%		
6.	0	<input type="checkbox"/> 0.0%		
7.	0	<input type="checkbox"/> 0.0%		
Sapling/Shrub Stratum (Plot size:)	30 = Total Cover			Prevalence Index worksheet:
1. <i>Kalmia latifolia</i>	10	<input checked="" type="checkbox"/> 66.7%	FACU	Total % Cover of: Multiply by:
2. <i>Vaccinium corymbosum</i>	5	<input checked="" type="checkbox"/> 33.3%	FACW	OBL species 3 x 1 = 3
3.	0	<input type="checkbox"/> 0.0%		FACW species 25 x 2 = 50
4.	0	<input type="checkbox"/> 0.0%		FAC species 15 x 3 = 45
5.	0	<input type="checkbox"/> 0.0%		FACU species 25 x 4 = 100
6.	0	<input type="checkbox"/> 0.0%		UPL species 0 x 5 = 0
7.	0	<input type="checkbox"/> 0.0%		Column Totals: 68 (A) 198 (B)
Herb Stratum (Plot size:)	15 = Total Cover			Prevalence Index = B/A = 2.912
1. <i>Coptis trifolia</i>	20	<input checked="" type="checkbox"/> 87.0%	FACW	Hydrophytic Vegetation Indicators:
2. <i>Carex folliculata</i>	1	<input type="checkbox"/> 4.3%	OBL	<input type="checkbox"/> Rapid Test for Hydrophytic Vegetation
3. <i>Eriophorum virginicum</i>	1	<input type="checkbox"/> 4.3%	OBL	<input checked="" type="checkbox"/> Dominance Test is > 50%
4. <i>Dryopteris cristata</i>	1	<input type="checkbox"/> 4.3%	OBL	<input checked="" type="checkbox"/> Prevalence Index is ≤3.0 ¹
5.	0	<input type="checkbox"/> 0.0%		<input type="checkbox"/> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)
6.	0	<input type="checkbox"/> 0.0%		<input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)
7.	0	<input type="checkbox"/> 0.0%		¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
8.	0	<input type="checkbox"/> 0.0%		Definitions of Vegetation Strata:
9.	0	<input type="checkbox"/> 0.0%		Tree - Woody plants, 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.
10.	0	<input type="checkbox"/> 0.0%		Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1m) tall.
11.	0	<input type="checkbox"/> 0.0%		Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.
12.	0	<input type="checkbox"/> 0.0%		Woody vine - All woody vines greater than 3.28 ft in height.
Woody Vine Stratum (Plot size:)	23 = Total Cover			
1.	0	<input type="checkbox"/> 0.0%		
2.	0	<input type="checkbox"/> 0.0%		
3.	0	<input type="checkbox"/> 0.0%		
4.	0	<input type="checkbox"/> 0.0%		
	0 = Total Cover			
Hydrophytic Vegetation Present? Yes <input checked="" type="radio"/> No <input type="radio"/>				
Remarks: (Include photo numbers here or on a separate sheet.)				

*Indicator suffix = National status or professional decision assigned because Regional status not defined by FWS

Sampling Point: Wetland C

Northcentral and Northeast Region - Version 2.0

Plot ID: **Wetland C**

Photo Path: \\Ea-server\company\55.06119 NY Land & Lakes Forestburgh P



Photo File: **IMG_0653.JPG** Orientation: North -facing

Lat/Long or UTM : Long/Easting: **74.72320** Lat/Northing: **41.55727**

Description:



Photo File: **IMG_0657.JPG** Orientation: Southeast -facing

Lat/Long or UTM : Long/Easting: **74.72320** Lat/Northing: **41.55727**

Description:

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: Forestburgh Pond **City/County:** Town of Forestburgh, Sullivan County **Sampling Date:** 25-Sep-19
Applicant/Owner: New York Land & Lakes **State:** NY **Sampling Point:** Wetland D
Investigator(s): Bruce Friedman/Mark McHugh **Section, Township, Range:** S. 30 T. 2 R. 6.2
Landform (hillslope, terrace, etc.): Flat **Local relief (concave, convex, none):** flat **Slope:** 0.0% / 0.0
Subregion (LRR or MLRA): LRR R **Lat.:** 41.556162 **Long.:** 74.732516 **Datum:** WGS 84
Soil Map Unit Name: Wd - Wayland soils complex **NWI classification:** PFO4B/PEM1SS1E

Are climatic/hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks.)
 Are Vegetation ☐ , Soil ☐ , or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
 Are Vegetation ☐ , Soil ☐ , or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

Summary of Findings - Attach site map showing sampling point locations, transects, important features, et

Hydrophytic Vegetation Present? Yes <input checked="" type="radio"/> No <input type="radio"/>	Is the Sampled Area within a Wetland? Yes <input checked="" type="radio"/> No <input type="radio"/>
Hydric Soil Present? Yes <input checked="" type="radio"/> No <input type="radio"/>	
Wetland Hydrology Present? Yes <input checked="" type="radio"/> No <input type="radio"/>	
Remarks: (Explain alternative procedures here or in a separate report.)	

Hydrology

Wetland Hydrology Indicators: Primary Indicators (minimum of one required; check all that apply)		Secondary Indicators (minimum of 2 required)	
<input checked="" type="checkbox"/> Surface Water (A1) <input checked="" type="checkbox"/> High Water Table (A2) <input checked="" type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Drift deposits (B3) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Water-Stained Leaves (B9) <input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> Marl Deposits (B15) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Surface Soil Cracks (B6) <input checked="" type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Moss Trim Lines (B16) <input type="checkbox"/> Dry Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> Shallow Aquitard (D3) <input type="checkbox"/> Microtopographic Relief (D4) <input checked="" type="checkbox"/> FAC-neutral Test (D5)	
Field Observations: Surface Water Present? Yes <input checked="" type="radio"/> No <input type="radio"/> Depth (Inches): _____ Water Table Present? Yes <input checked="" type="radio"/> No <input type="radio"/> Depth (Inches): _____ Saturation Present? (Includes capillary fringe) Yes <input checked="" type="radio"/> No <input type="radio"/> Depth (Inches): _____		Wetland Hydrology Present? Yes <input checked="" type="radio"/> No <input type="radio"/>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:			
Remarks:			

VEGETATION - Use scientific names of plants

Sampling Point: Wetland D

Tree Stratum (Plot size: _____)	Absolute % Cover	Dominant Species? Rel.Strat. Cover	Indicator Status	Dominance Test worksheet:
1. <i>Tsuga canadensis</i>	20	<input checked="" type="checkbox"/> 66.7%	FACU	Number of Dominant Species That are OBL, FACW, or FAC: <u>3</u> (A)
2. <i>Acer rubrum</i>	5	<input type="checkbox"/> 16.7%	FAC	Total Number of Dominant Species Across All Strata: <u>4</u> (B)
3. <i>Pinus strobus</i>	5	<input type="checkbox"/> 16.7%	FACU	Percent of dominant Species That Are OBL, FACW, or FAC: <u>75.0%</u> (A/B)
4. _____	0	<input type="checkbox"/> 0.0%		
5. _____	0	<input type="checkbox"/> 0.0%		
6. _____	0	<input type="checkbox"/> 0.0%		
7. _____	0	<input type="checkbox"/> 0.0%		
Sapling/Shrub Stratum (Plot size: _____)	30 = Total Cover			Prevalence Index worksheet:
1. <i>Rhododendron maximum</i>	10	<input checked="" type="checkbox"/> 66.7%	FAC	Total % Cover of: Multiply by:
2. <i>Vaccinium corymbosum</i>	5	<input checked="" type="checkbox"/> 33.3%	FACW	OBL species <u>52</u> x 1 = <u>52</u>
3. _____	0	<input type="checkbox"/> 0.0%		FACW species <u>17</u> x 2 = <u>34</u>
4. _____	0	<input type="checkbox"/> 0.0%		FAC species <u>16</u> x 3 = <u>48</u>
5. _____	0	<input type="checkbox"/> 0.0%		FACU species <u>25</u> x 4 = <u>100</u>
6. _____	0	<input type="checkbox"/> 0.0%		UPL species <u>0</u> x 5 = <u>0</u>
7. _____	0	<input type="checkbox"/> 0.0%		Column Totals: <u>110</u> (A) <u>234</u> (B)
Herb Stratum (Plot size: _____)	15 = Total Cover			Prevalence Index = B/A = <u>2.127</u>
1. <i>Carex stricta</i>	40	<input checked="" type="checkbox"/> 61.5%	OBL	Hydrophytic Vegetation Indicators:
2. <i>Coptis trifolia</i>	10	<input type="checkbox"/> 15.4%	FACW	<input type="checkbox"/> Rapid Test for Hydrophytic Vegetation
3. <i>Carex crinita</i>	5	<input type="checkbox"/> 7.7%	OBL	<input checked="" type="checkbox"/> Dominance Test is > 50%
4. <i>Glyceria striata</i>	5	<input type="checkbox"/> 7.7%	OBL	<input checked="" type="checkbox"/> Prevalence Index is ≤3.0 ¹
5. <i>Carex vulpinoidea</i>	1	<input type="checkbox"/> 1.5%	OBL	<input type="checkbox"/> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)
6. <i>Onoclea sensibilis</i>	1	<input type="checkbox"/> 1.5%	FACW	<input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)
7. <i>Solidago rugosa</i>	1	<input type="checkbox"/> 1.5%	FAC	¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
8. <i>Thelypteris palustris</i>	1	<input type="checkbox"/> 1.5%	FACW	Definitions of Vegetation Strata:
9. <i>Triadenum virginicum</i>	1	<input type="checkbox"/> 1.5%	OBL	Tree - Woody plants, 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.
10. _____	0	<input type="checkbox"/> 0.0%		Sapling/shrub - Woody plants less than 3 in. DBH and greater than 3.28 ft (1m) tall.
11. _____	0	<input type="checkbox"/> 0.0%		Herb - All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.
12. _____	0	<input type="checkbox"/> 0.0%		Woody vine - All woody vines greater than 3.28 ft in height.
Woody Vine Stratum (Plot size: _____)	65 = Total Cover			
1. _____	0	<input type="checkbox"/> 0.0%		
2. _____	0	<input type="checkbox"/> 0.0%		
3. _____	0	<input type="checkbox"/> 0.0%		
4. _____	0	<input type="checkbox"/> 0.0%		
	0 = Total Cover			
Hydrophytic Vegetation Present? Yes <input checked="" type="radio"/> No <input type="radio"/>				
Remarks: (Include photo numbers here or on a separate sheet.)				

*Indicator suffix = National status or professional decision assigned because Regional status not defined by FWS

Sampling Point: Wetland D

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

¹Type: C=Concentration. D=Depletion. RM=Reduced Matrix, CS=Covered or Coated Sand Grains ²Location: PL=Pore Lining, M=Matrix

- ☐ Polyvalue Below Surface (S8) (LRR R, MLRA 149B)
- ☐ Thin Dark Surface (S9) (LRR R, MLRA 149B)
- ☒ Loamy Mucky Mineral (F1) LRR K, L
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

- ☐ 2 cm Muck (A10) (LRR K, L, MLRA 149B)
- ☐ Coast Prairie Redox (A16) (LRR K, L, R)
- ☐ 5 cm Mucky Peat or Peat (S3) (LRR K, L, R)
- ☐ Dark Surface (S7) (LRR K, L, M)
- ☐ Polyvalue Below Surface (S8) (LRR K, L)
- ☐ Thin Dark Surface (S9) (LRR K, L)
- ☐ Iron-Manganese Masses (F12) (LRR K, L, R)
- ☐ Piedmont Floodplain Soils (F19) (MLRA 149B)
- ☐ Mesic Spodic (TA6) (MLRA 144A, 145, 149B)
- ☐ Red Parent Material (F21)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes ☒ No ☐

Remarks:

Plot ID: **Wetland D**

Photo Path: Z:\55.06119 NY Land & Lakes Forestburgh Pond\PHOTOS\2019



Photo File: **DSCN5050.JPG** Orientation: West-facing

Lat/Long or UTM : Long/Easting: **74.732516** Lat/Northing: **41.556162**

Description:



Photo File: **DSCN5047.JPG** Orientation: North-facing

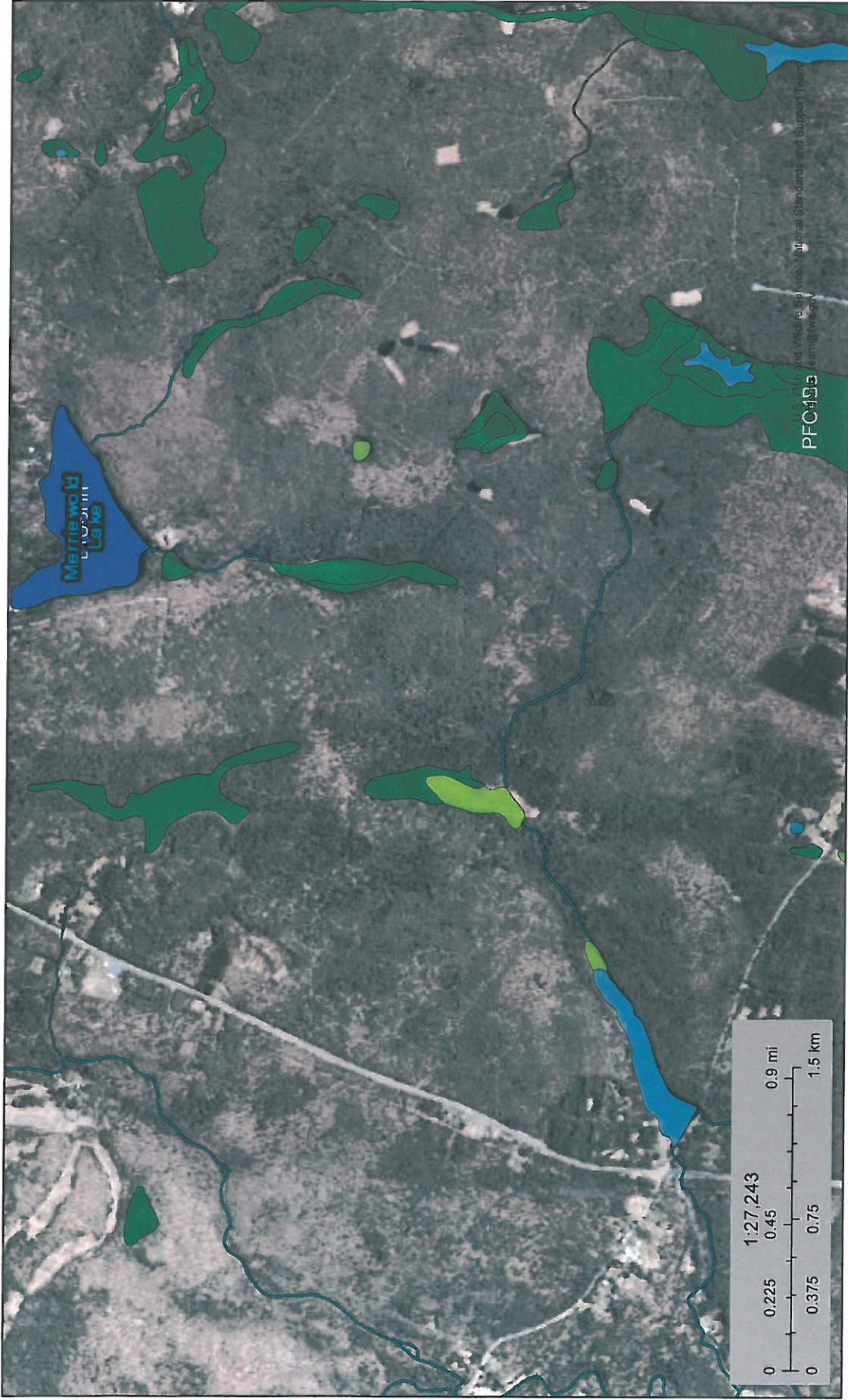
Lat/Long or UTM : Long/Easting: **74.732516** Lat/Northing: **41.556162**

Description:



U.S. Fish and Wildlife Service
National Wetlands Inventory

Forestburgh Pond



September 12, 2019

Wetlands

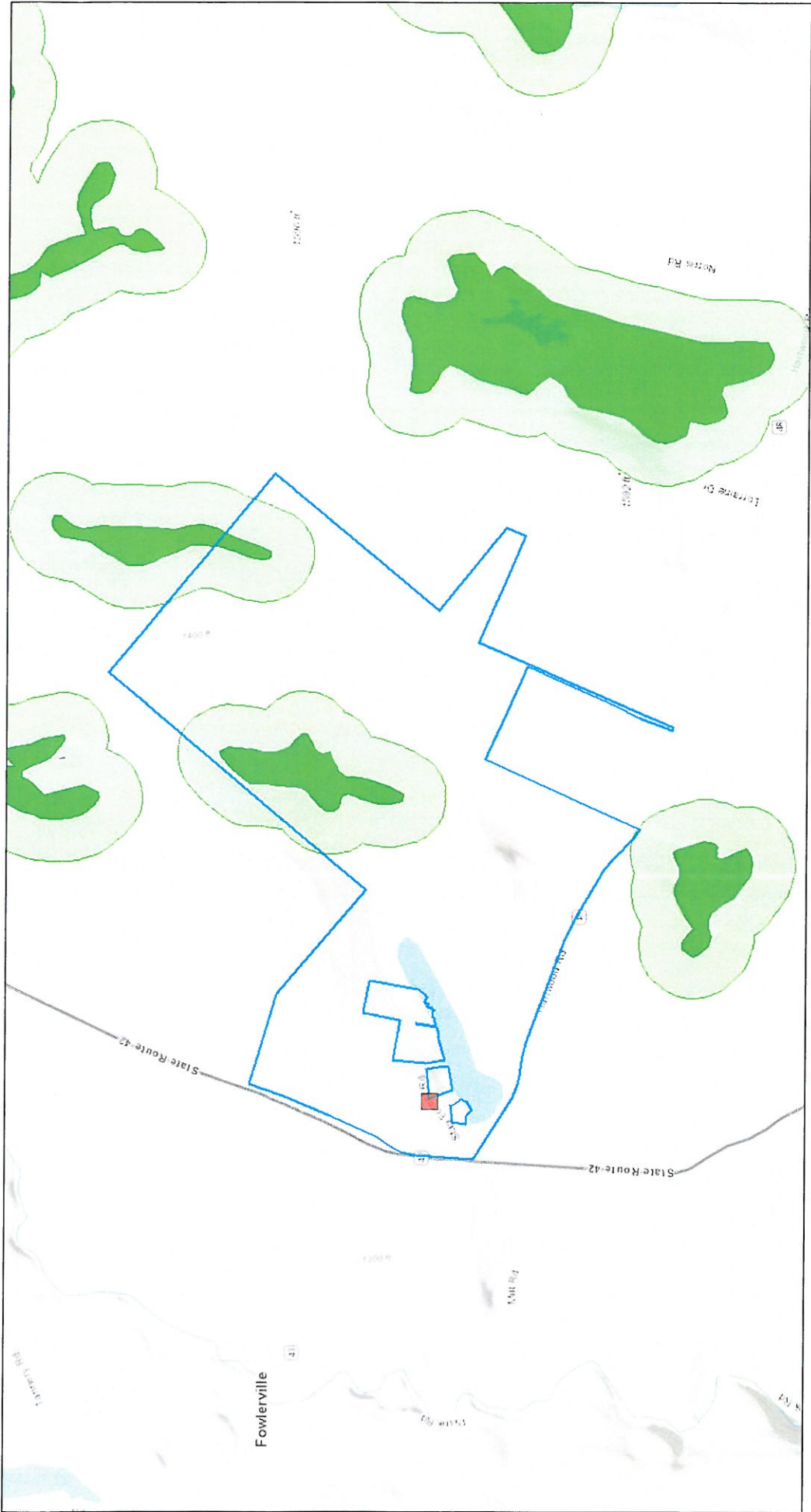
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

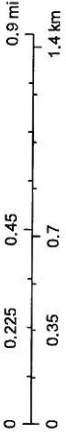
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Forestburgh Pond



September 12, 2019

1:18,056



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

[illegible]

Web Soil Survey
National Cooperative Soil Survey

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ad	Alden silt loam	0.2	0.0%
AIC	Arnot-Lordstown complex, 0 to 15 percent slopes, very rocky	33.1	5.9%
AIE	Arnot-Lordstown complex, 15 to 35 percent slopes, very rocky	43.6	7.7%
AoC	Arnot-Oquaga complex, 0 to 15 percent slopes, very rocky	10.2	1.8%
Ca	Carlisle muck	6.5	1.1%
Fu	Fluvaquents-Udifuvents complex, frequently flooded	0.7	0.1%
LoB	Lordstown channery silt loam, 3 to 8 percent slopes, very stony	3.8	0.7%
MrB	Morris loam, 3 to 8 percent slopes	1.0	0.2%
Ne	Neversink loam	4.6	0.8%
Nf	Neversink and Alden soils, very stony	8.1	1.4%
Pa	Palms muck	4.9	0.9%
ScB	Scriba loam, 3 to 8 percent slopes, stony	5.1	0.9%
SeB	Scriba and Morris loams, gently sloping, rubbly	94.0	16.7%
SrB	Swartswood gravelly loam, 3 to 8 percent slopes, stony	78.1	13.8%
SrC	Swartswood gravelly loam, 8 to 15 percent slopes, stony	72.8	12.9%
SrD	Swartswood gravelly loam, 15 to 25 percent slopes, stony	21.0	3.7%
SwE	Swartswood and Lackawanna soils, steep, extremely stony	12.6	2.2%
W	Water	12.9	2.3%
Wd	Wayland soils complex, non-calcareous substratum, 0 to 3 percent slopes, frequently flooded	8.2	1.5%
WeB	Wellsboro gravelly loam, 3 to 8 percent slopes	6.3	1.1%
WeC	Wellsboro gravelly loam, 8 to 15 percent slopes	1.3	0.2%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
WIC	Wellsboro and Wurtsboro soils, strongly sloping, extremely stony	71.5	12.7%
WuB	Wurtsboro loam, 3 to 8 percent slopes, stony	63.8	11.3%
Totals for Area of Interest		564.4	100.0%

New York State Department of Environmental Conservation

Division of Water

Bureau of Flood Protection and Dam Safety, 4th Floor

625 Broadway, Albany, New York 12233-3504

Phone: (518) 402-8185 • FAX: (518) 402-9029

Website: www.dec.ny.gov



Joe Martens
Commissioner

October 31, 2014

Cavallacci Forestburg, LLC
c/o Danielle & Dorando Cavallacci
14 Center Drive
Malba, NY 11357

Re: Forestburg Pond Dam
DEC Dam ID#: 163-0135
Forestburg (T), Sullivan County

Gentlemen:

I conducted a routine visual inspection at the above referenced dam on October 23, 2014 as part of the Department of Environmental Conservation's (Department) ongoing Dam Safety Program. I am writing to you because it is my understanding that you are, or represent, the owner of this structure. A copy of my Visual Observations is enclosed

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.

In general, the dams appears to be well maintained. However, the visual appearance does not necessarily reflect an unchanging condition. The observations noted in the enclosed visual inspection report and listed below are primarily maintenance items.

Items of note:

- A stone/gravel roadway has been constructed across the auxiliary spillway's discharge channel. This addition should be reviewed by your engineer to ensure the addition will not have a negative impact on the dam's total hydraulic capacity.
- A dock section and boat were observed in the auxiliary spillway's inlet section. These items should be store in another location as they negatively impact the spillway's hydraulic capacity.
- Wave erosion (scarping) was observed on the dam's upstream embankment. You should monitor the progression of the erosion and consider repair and/or armoring (rip rap protection), if needed.

Deficiencies may exist beyond those identified during this visual inspection. The Department's visual inspections are not intended to take place of a comprehensive engineering evaluation by a professional engineer. The Department's inspection observations and notes should not be relied on for "risk management/assessment" or other financially based determinations.

This dam is currently considered to be a "Class A - Low Hazard" dam, which means that failure of the dam will damage nothing more than isolated farm buildings, undeveloped lands or township or county roads. The Department may change a dam's hazard classification at any time to reflect changed downstream conditions and/or to reflect changes in the Department's understanding of the potential impact of a dam failure. You will be notified in writing if the Department assigns another classification to the Blume Pond Dam. You, as the owner of the dam, have a right to contest the Department's hazard classification. The procedures for protesting a hazard classification change can be found in 6NYCRR Part 673.5(e).

Dam Safety regulations require owners of Class A-Low Hazard dams to:

1. Operate and maintain the dam and all appurtenant structures in a safe condition at all times;
2. Maintain in good order all available records regarding the dam, and provide those records to any new owner;
3. Develop and implement an Inspection and Maintenance Plan for each structure within 12-months.

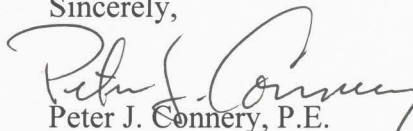
These regulations can be downloaded from: <http://www.dec.ny.gov/regulations/39559.html>.

The dam's rehabilitation authorized under the DEC permit, Permit # 3-4830-00062/00001 issued on 6/29/2012 appears to be completed. Under special conditions #8 and #9 of the permit, the construction engineer is required to submit both a substantial completion certification and one set of as-built records to the Department. The Department does not have any record of receiving these required documents. Please forward them to my attention within the next 4 weeks.

Please keep mind that any repair or construction related to the dam may require a permit from the Department. Well in advance of beginning any work, please check with the Regional Permit Administrator in the New Paltz office (845-256-3801) to see if a permit is 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

Sincerely,


 Peter J. Connery, P.E.
 Environmental Engineer 2
 Dam Safety Section

cc w/ encl: William Sipos, Supervisor, Town of Forestburg

ec w/encl: Patrick Ferracane, NYSDEC, Water Engineer, Region 3, White Plains
 Berhanu Gonfa, P.E., NYSDEC, Water, Region 3, White Plains

ec w/o encl: Richard Martinkovic, Office of Emergency Management / Homeland Security

New York State Department of Environmental Conservation
Bureau of Flood Protection and Dam Safety



Visual Observations

DAM NAME Forestburg Pond Dam
STATE ID 163-0135 SECTION C HAZARD CODE A
COUNTY Sullivan INSPECTION DATE 10/23/2014
NEAREST DS CITY/TOWN Forestburg INSPECTOR(S) PCC
OWNER'S NAME CAVALLACCI FORESTBURG, LLC
DOWNSTREAM HAZARD Low TOWNSHIP Town of Forestburgh

WATER LEVEL BEHIND DAM Below top of stop log placed in front of service spillway

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 type="checkbox"/> | 5) Surficial Deterioration | <input type="checkbox"/> | 8) Movement/Misalignment |
| <input checked="" type="checkbox"/> | 3) Undesirable Growth | <input type="checkbox"/> | 6) Voids | <input type="checkbox"/> | 9) Data |

General:

- Rehabilitation work appears to have been completed. Engineer's certification and As-Built drawings need to be submitted to DEC Dam Safety

Upstream:

- Observed minor wave erosion on the dam's upstream embankment.

Dam Crest:

- Minor tall vegetation observed on the dam's crest.

Downstream:

- Minor woody brush growth observed on the dam's downstream face - growing off a stump of a recently cut down tree.
- Observed settlement at dam's downstream laid up stone face and rubble at the dam's downstream toe.

Auxiliary Spillway:

- Observed a small dock section and boat stored in the auxiliary spillway's inlet section.
- Observed weed / vegetative growth pushing up through the spillway's rip rap channel.
- Observed fill/gravel/stone in the auxiliary spillway channel to provide vehicle access from the abutment to the dam's crest.

Other:

- Observed a steel walkway over the two discharge channels.



Photo 1 Dam ID# 163-0135 Forestburg Pond Dam 10/23/2014
Discharge end of the auxiliary spillway as observed from the downstream driveway.



Photo 2 Dam ID# 163-0135 Forestburg Pond Dam 10/23/2014
Primary and secondary spillway discharge side as observed from the dam's right downstream bank.



Photo 3 Dam ID# 163-0135 Forestburg Pond Dam 10/23/2014
Walkway over the dual discharge channels as observed from the dam's right downstream bank.



Photo 4 Dam ID# 163-0135 Forestburg Pond Dam 10/23/2014
Dam's downstream face as observed from the dam's left downstream bank.



Photo 5 Dam ID# 163-0135 Forestburg Pond Dam 10/23/2014
Discharge side of the service spillway as observed from the dam's downstream bank.



Photo 6 Dam ID# 163-0135 Forestburg Pond Dam 10/23/2014
Crest and dam's upstream embankment as observed from the left abutment.



Photo 7 Dam ID# 163-0135 Forestburg Pond Dam 10/23/2014
 Stop log placed in front of the service spillway as observed from the service spillway's right side.



Photo 8 Dam ID# 163-0135 Forestburg Pond Dam 10/23/2014
 Stone/gravel fill placed in the auxiliary spillway's discharge channel as observed from the dam's right abutment



Photo 9 Dam ID# 163-0135 Forestburg Pond Dam 10/23/2014
Auxiliary spillway's discharge channels as observed from the stone/gravel fill placed in the channel.



Photo 10 Dam ID# 163-0135 Forestburg Pond Dam 10/23/2014
Auxiliary spillway's inlet section as observed from the stone/gravel fill placed in the channel.

New York State Department of Environmental Conservation
Bureau of Flood Protection and Dam Safety



Site Visit Visual Observations

DAM NAME Forestburg Pond Dam
STATE ID 163-0135 SECTION C HAZARD CODE A
COUNTY Sullivan INSPECTION DATE 9/25/2012
NEAREST DS CITY/TOWN Forestburg INSPECTOR(S) PJC/AXD
OWNER'S NAME DANIELLE & DORANDO CAVALLACCI
DOWNSTREAM HAZARD Low TOWNSHIP Town of Forestburgh

WATER LEVEL BEHIND DAM 1" of water flowing over the top of the stop logs

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 checked="" type="checkbox"/>	3) Undesirable Growth	<input type="checkbox"/>	6) Voids	<input type="checkbox"/>	9) Data

General:

- Dam is in the process of being rehabilitated. This was a site visit to check on the progress being made.

Upstream:

- Observed high vegetative growth on the dam's upstream embankment.
- Upstream embankment appeared to be uneven - may be due to construction activity.
- Observed ashes from a fire on the upstream embankment.

Dam Crest:

- Crest appeared to be uneven.
- Observed the stump from a mature tree on the right side of the dam's crest.

Downstream:

- Observed minor vegetative growth growing out of the downstream channels' training walls.
- Observed vegetative growth on the dam's right downstream face.

Service Spillway:

- Concrete aggregate is showing at the base of the inside of the secondary service spillway's right training wall.
- Stop logs placed in front of the service spillway were bowed in the downstream direction - an indication the boards being used as stop logs are not structurally sound for this purpose.
- Observed voids between the service spillway's downstream end and the laid up stone face of the dam's downstream face.

Auxiliary Spillway:

- An auxiliary spillway is being installed. Lower section and inlet section have been started. The center section has not been started as it is the access to the dam.
- The auxiliary spillway is being fabricated with a geotextile fabric placed on the channel's surface, then small rip rap on the geotextile, and then large rip rap is placed on top of the small rip rap.

Other:

- Observed small rip rap / stone in the service spillway's plunge pool.



Photo 1 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
View of the dam's crest as observed from the dam's right abutment



Photo 2 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
View of the auxiliary spillway's lower section as viewed from the dam's crest.



Photo 3 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
View of the auxiliary spillway's inlet section as viewed from the dam's crest.



Photo 4 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
Impoundment as viewed from the dam's right side.



Photo 5 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
Service spillways as observed from the right upstream bank.



Photo 6 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
Stop logs at service spillway's upstream side as observed from the dam's crest. Note bow in stop logs



Photo 7 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
Inside concrete wall at the base of the secondary spillway's right training wall.



Photo 8 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
Discharge channel as observed from atop the dam's crest.



Photo 9 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
Left upstream embankment as observed from the right upstream embankment.



Photo 10 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
Remains of a fire located on the right upstream embankment - in front of the new spillway structure.



Photo 11 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
Large tree stump located on the crest's right downstream side as viewed from the dam's crest.



Photo 12 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
Downstream side of the plunge pool as observed from the right downstream side of the plunge pool.



Photo 13 Dam ID# 163-0135 Forestburg Pond Dam 09/25/2012
Discharge side of the service spillway - Note voids between the spillway's concrete wall and the dam's laid up stone downstream face.

**FORESTBURGH POND
PROTECTIVE COVENANTS**

- 1) Upon the acceptance and filing of a deed to any Grantee of any lot in the Forestburgh Pond Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Forestburgh Pond Property Owners' Association, Inc. b) have the right to use the common area located on and around Forestburgh Pond and c) pay the Forestburgh Pond Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Forestburgh Pond Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Forestburgh Pond Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Forestburgh Pond Property Owners' Association, Inc. Said charge may be increased or decreased by the Forestburgh Pond Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Forestburgh Pond 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 Forestburgh Pond 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.
- 2) Only one dwelling shall be allowed per parcel.
- 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) 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 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.
- 6) No parcel shall be further subdivided.
- 7) Grantee is responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.

8) If Grantee(s) disturbs over one acre of land on their parcel, Grantee(s) also hereby agrees to prepare a Storm Water Pollution Prevention Plan (SWPPP) specific for their residential lot to be developed and file a Notice of Intent (NOI) for the Storm water discharges associated with construction activity under State Pollutant Discharge Elimination System (SPDES) General Permit in effect at the time of filing.

9) Driveways, driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate Highway Superintendent, NY State DOT or Sullivan County DPW.

10) There shall be no change allowed to existing drainage patterns of ditches and culverts along municipal highways without approval from the appropriate Highway Superintendent, NY State DOT or Sullivan County DPW.

11) Grantor reserves, in a deed to each parcel, the right to grant a standard easement of sufficient width for the distribution of utilities.

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 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) No motorized vehicles are allowed on Forestburgh Pond at any time except that electric boat motors are allowed.

19) 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.

20) No trees, shrubs or other woody stemmed vegetation greater than six (6) inches in diameter when measured at breast height, may be cut, culled, trimmed, pruned or otherwise removed or disturbed within one hundred (100) feet of the mean high water mark of Forestburgh Pond, with the exception of driveway construction for lot 9. 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 or health hazard. Tree clearing allowed under this covenant may require a permit from the New York State Department of Environmental Conservation (DEC).

21) No pesticides, herbicides or fertilizers shall be applied within five hundred (500) feet of any water body or wetland.

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

23) Boat docks of no more than one hundred (100) square feet in size will be allowed. Swimming platforms unattached to shore shall be allowed with the permission of the Forestburgh Pond Property Owners' Association. Dock installation may require a permit from the New York State Department of Environmental Conservation (DEC).

24) Common area lands owned by the Forestburgh Pond Property Owners' Association, Inc. have additional regulations pertaining to them. Refer to the Forestburgh Pond Property Owners' Association, Inc. By-Laws and Rules & Regulations for details.

25) These Protective Covenants are to run with the land and shall be binding on New York Land & Lakes Development, 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 New York Land & Lakes Development, LLC, or the owner of any parcel within the subdivision. If New York Land & Lakes Development, 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.