

**Putnam Valley Planning Board**  
**Application and Drawings for House Addition**

**187 Lake Drive**

**Lake Peekskill, NY 10537**

**Owners: James Lavoy & Heather Fomin**

**Contact:**

**LP Design Services**

**Norm Jansa**

**norm.lpdesignservices@gmail.com**

**646.460.4636**

APPLICATION  
LAVOY

**TOWN OF PUTNAM VALLEY PLANNING BOARD**

**Section 1 – To be completed by Planning Department Staff**

_____ Site Plan	File Number _____	Date _____
_____ Subdivision	File Number _____	Date _____
_____ Site Development Plan	File Number _____	Date _____
_____ Lot Line Realignment	File Number _____	Date _____
_____ Special Use Permit	File Number _____	Date _____
_____ Major Grading Permit	File Number _____	Date _____
_____ Wetland Permit	File Number _____	Date _____
_____ Ground and Surface Water District Permit	File Number _____	Date _____

**Section 2 – To be completed by Applicant**

1. Tax Identification Number(s): 93-82-1-23
2. Name of Project: LAVOY RESIDENCE
3. Project Location: 187 LAKE DR, LAKE PEKSKILL
4. Nearest Intersection: JOHNSON ST
5. Zoning District(s): LP
6. Name of Owner: JAMES LAVOY + HEATHER FORMIN  
Address: 187 LAKE DR., LAKE PEKSKILL, NY 10537  
Phone Number: 646.761.2584 Fax: \_\_\_\_\_  
Email: jameslavoy@gmail.com

7. Name of Applicant (if different): NORM JANSA, LP DESIGN SERVICES

Address: 11 POINT DRIVE SOUTHLAKE PEESKILL NY 10537

Phone Number: 646-460-4636 Fax: \_\_\_\_\_

Email: norm.lpdesignservices@gmail.com

8. Name of Engineer/Architect: MIKE REAPE

Address: 64 PLEASANT ROAD

Phone Number: 914.490.2486 Fax: \_\_\_\_\_

Email: mreape@aol.com

**Section 3 - To be completed by Applicant**

1. Number of Lots Existing: (1)

2. Number of Lots Proposed: (1)

3. Is a Special Use Permit required? No

If so, What Type: \_\_\_\_\_

4. Have any Zoning Variances Been Previously Granted No

5. Will the Project Require a Variance? YES

If so, Explain: LAKE SET BACK LOT LINE

6. Total Land Area: 0.19 ACRES. (8276 SQ. FT.)

7. Is the Site Currently Vacant? No

8. Number of Structures Existing On-Site: (2)

9. Number of Structures Proposed: (2)

10. Type of Structures Proposed: WOOD WITH EXTERIOR SIDING + SHINGLES

11. Are there Wetlands, Watercourses, or Waterbodies On-Site? YES

If so, Describe: LAKE FRONT

- 12. Has a Wetland Screening Form Been Filed with the Building Department and Executed by the Town Wetland Inspector? \_\_\_\_\_
- 13. Has a Wetlands Application Been Filed with Building Department? \_\_\_\_\_
- 14. Are There Slopes On-Site That Exceed 20%? No
- 15. Has the applicant filed an application with the Putnam County Department of Health? N/A
- 16. Has the applicant received approval from the Putnam County Department of Health? N/A
- 17. What other approvals/permits are required? (ZBA, Town Highway, NYSDEC, ACOE, County Highway, etc.) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Section 4 – To be completed by Applicant**

- 1. Provide a Brief Narrative Describing the Proposed Project:  
ADDITION OF FAMILY ROOM TO REAR OF EXISTING HOUSE  
INTERIOR REMODEL OF 1ST FLOOR OF EXISTING HOUSE  
ADDITION OF SHED DORMER TO FRONT OF EXISTING HOUSE  
ADDITION OF MASTER BEDROOM TO REAR OF EXISTING HOUSE  
~~AND~~ INTERIOR REMODEL OF 2ND FLOOR OF EXISTING HOUSE

Below, please find a list of Planning Board Members and their consultants, and their employment, business, or professional affiliation. Please indicate, in the space below, the name of any Board Member or Consultant with whom you now have, or have had, a familial, business, or professional relationship, the nature of the relationship, and whether the relationship remains currently in effect. If the property owner (or applicant, if different from the owner) is a corporation, partnership, or other business entity, each owner of a one-third (or greater) interest in the business entity shall be considered an "applicant" for purposes of this information.

**Planning Board Members**

<u>Name</u>	<u>Business/Profession</u>
Thomas Patterson	Project Manager
Tom Carano	Mechanical Engineer
Dale Phillips	Contractor
Patrick Lennon	Financial Professional
Darren Rich	Manager
Anthony Williams	Business Owner

**Planning Board Consultants**

<u>Name</u>	<u>Title/Affiliation</u>
Todd Atkinson, P.E.	Town Engineer J. Robert Folchetti & Associates, LLC
Bruce Barber, PWS	Town Wetland Inspector, Town Planner Cornerstone Associates
Robert Lusardi, Esq.	Town Attorney

Please indicate the name of the Board Member or Consultant with whom you have, or have had, a familial, business, or professional relationship, the nature of the relationship, and whether the relationship remains currently in effect: \_\_\_\_\_

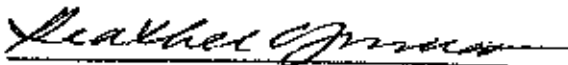
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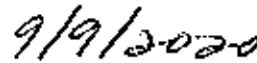
The undersigned hereby agrees to comply with all the rules and regulations of the Town of Putnam Valley and hereby agrees that the above information is true.

Further, the applicant understands that the Planning Board employs the services of outside Planning, Engineering, Wetland, and other consultants as needed, in the review of Planning Board applications. Project applicants are required and hereby agree to reimburse the Town for the fees of said consultants. An escrow account will be established and maintained for the payment of such fees upon receipt of a project application. The account will be maintained and supplemented, as needed, throughout the review process and, where, appropriate, during monitoring after project approval. See Town Board Resolution 05-58 for escrow authorization. A copy of the each consultant's fee schedule will be made available upon request.

In addition, the applicant understands that the members of the Planning Board and the Town's Consultants need to perform site visits to provide accurate and meaningful recommendation and hereby permit said individuals to enter, upon reasonable notice to the applicant and/or his or her authorized representative, the involved parcel(s) during the Planning Board review process and prior to the issuance of a Certificate of Occupancy.



Signature of Owner



Date

**PUTNAM VALLEY PLANNING BOARD**

**SUBMISSION CHECKLIST**

(To be completed by Applicant's Design Professional)

- Name and address of applicant.
- Name and address of owner.
- Name and location of project.
- Tax Map Data (Section-Block-Lot).
- Total area of the project site (acres).
- Location map, at a scale of one inch equals 1,000 feet showing the applicant's entire property.
- Date of plan preparation and/or date of plan revision.
- Scale of Plan and North Arrow.
- The Putnam Valley Planning Board's General Notes (available in digital format upon request)
- All plans must be signed and sealed by a NYS licensed Engineer or Architect.
- Applicable note pertaining to the owner's review and concurrence with the Plan together with the owner's signature (see Town of Putnam Valley General Notes).
- Putnam Valley Planning Board approving language contained within a 4" wide by 2" high box to be located in the area of the title block (see Town of Putnam Valley General Notes).
- N/A Putnam County Department of Health approving language contained within a 4" wide by 2" high box (subdivision only).
- N/A Real Property Tax Certification, contained within a 4" wide by 2" high box, to be signed by the director of Real Property Taxes (subdivision only).
- N/A Commissioner of Finance Certification, contained within a 4" wide by 2" high box, to be signed by the Commissioner of Finance (subdivision only).

- Submission of a Survey signed and sealed by a NYS licensed land surveyor (5 copies).
- Bulk Regulation Table indicating what is required in the underlying zoning district and what the applicant is proposing (lot-by-lot analysis).
- Illustration of zoning district boundaries.
- Existing structures, drainage systems, wells, septic systems, waterlines, and sewer lines within 200 feet of the subject property.
- Names and addresses of adjoining owners within 200 feet of the subject property (including those on the opposite side of the street).
- The location, size and use of all existing and proposed buildings and structures.
- Existing topography and proposed grade elevations of the project area at a contour interval of 2 feet, unless otherwise specified by the Planning Board. The applicant shall provide the source of the contour data.
- Soil types using data available from the Putnam County Soil Survey.
- The location, size and purpose of all existing easements, reservations, and areas to be dedicated.
- Proposed lot lines with accurate metes and bounds.
- Proposed limits of disturbance and clearing shall be illustrated on the Plan.
- A Tree Plan shall be prepared in conformance with §165-21.1 of the Zoning Code.
- General site conditions, including, but not limited to, orchards, landscaping, wooded areas, and other conditions that may impact the site.
- N/A Flood elevations and boundaries of on-site floodplains and floodways.
- Existing lakes, ponds, streams (include stream classification), watercourses, wetlands, vernal pools, wetland buffers, and wet areas.
- Existing and proposed drainage ways and all drainage structures in and near the site and those which may be impacted shall be illustrated on the Plan.
- Terrain with slopes that are equal to or greater than 20% shall be illustrated on the Plan.



- The location of all existing and proposed site improvements, including pavements, walks, curbing, drains, culverts, retaining walls, fences, parks, open space and recreation facilities, stonewalls and other stone structures.
- The size and location of all existing and proposed off-street parking stalls shall be illustrated on the Plan, including loading areas and handicap stalls and signage.
- Traffic circulation patterns shall be illustrated on the Plan using arrows.
- Proposed road/driveway profiles including existing and proposed grades, centerline grades, vertical curves, utilities, drainage structures, and other improvements.
- Illustration and description of the method of sewage disposal and location of such facilities.
- Proposed water supply, either individual well designs or connection with an existing water supply system to provide water for domestic consumption and fire protection.
- Architectural elevations (front, rear, side) and floor plans shall be submitted to the Planning Board for review (four copies).
- N/A The location, height, design and size of all temporary and permanent signs.
- Identification of proposed landscaping and buffer screening areas, including a landscaping plan, and species and quantities of existing and proposed vegetation.
- The location and design of lighting and security features.
- The location and character of all power distribution and transmission lines.
- The location and description of all subsurface site improvements and facilities.
- A grading plan showing before and after contours. The plan should also show the extent and amount of cut and fill for all disturbed areas.
- An Erosion and Sediment Control Plan shall be prepared in conformance with state requirements and shall include temporary and permanent methods of stabilization.
- All stormwater facilities will be illustrated on the plan. Adequate provisions for the handling of stormwater runoff should be made to include retention/detention and piping or channeling to existing drainage systems (during and after construction).

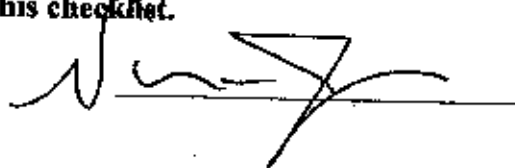
- \_\_\_\_\_ Soil testing for stormwater management facilities shall be performed (data sheets to be submitted).
- \_\_\_\_\_ Soil testing for septic systems shall be performed (data sheets to be submitted).
- \_\_\_\_\_ A drainage plan, including drainage calculations necessary to support the sizing of the proposed drainage structures and verifying that no adverse impacts to existing drainage will result. Watersheds and drainage structures, both upstream and downstream of the site must be considered. Proposed drainage structures shall be shown, including location, type, and size.
- \_\_\_\_\_ Stormwater Pollution Prevention Plan (SWPPP), if required by the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit.

**This checklist is provided as a guide and is for the convenience of the applicant. The Putnam Valley Planning Board may require additional notes or revisions prior to granting approval.**

**The undersigned agrees to the best of his or her knowledge, the submitted project plans have been prepared in accordance with this checklist.**

By:

Design Professional

A handwritten signature in black ink, appearing to be 'LAVOY', written over a horizontal line.

Date:

09/08/20

LAVOY

POLICY OF TITLE INSURANCE ISSUED BY



ORIGINAL

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

COVERED RISKS

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

- 1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
(a) A defect in the Title caused by:
(i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
(ii) failure of any person or Entity to have authorized a transfer or conveyance;
(iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
(iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
(v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
(vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
(vii) a defective judicial or administrative proceeding.
(b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
(c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
(a) the occupancy, use, or enjoyment of the Land;
(b) the character, dimensions, or location of any improvement erected on the Land;
(c) the subdivision of land; or
(d) environmental protection
If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.

Countersigned by:

[Handwritten signature]

Authorized Signature

STATEWIDE ABSTRACT CORP

Company

WHITE PLAINS, NY

City, State



[Handwritten signature]

Julie Curlen
President

[Handwritten signature]

Denise Carraux
Corporate Secretary

Part 1 of Policy Serial No. C-8911-000802952

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-433-0014. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at http://www.StewartNewYork.com

**Stewart Title Insurance Company**

**AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY (6-17-2006)  
WITH TIRSA NEW YORK COVERAGE ENDORSEMENT APPENDED**

**SCHEDULE A**

Policy No. 0-8911-000802952

Title Number	Effective Date	Amount of Insurance
SA-116982-P	12/28/2017	\$389,500.00

1. Name of Insured: JAMES LAVOY and HEATHER FOMIN

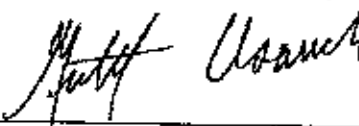
2. The estate or interest in the land that is covered by this policy is: Fee Simple

3. Title is vested by:

JAMES LAVOY and HEATHER FOMIN who acquired title by deed from WILLIAM P. RICHARDS and NORA J. TOMBALAKIAN, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP dated 12/28/2017 and to be recorded in the Office of the Clerk/Register of the County of Putnam.

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

For Information: Premises known as: 187 LAKE DRIVE, Lake Peekskill, NY 10537

  
\_\_\_\_\_  
Authorized Signatory

**Stewart Title Insurance Company**

**Policy No.** 0-8911-000802952

**Title No.** SA-116982-P

**SCHEDULE A  
DESCRIPTION OF PREMISES**

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ALL that certain plot piece or parcel of land, situate, lying and being in the Town of Putnam Valley, County of Putnam, State of New York, known and designated as and by Lot No. 34, 35, 36 and 37 in Block 14, Section B and the adjoining one-half of Lot 33 in Block 14 only, on a certain map entitled, "Lake Peekskill, Section B, owned and developed by McGoldrick Realty Co., Inc. 1921, 225 West 34<sup>th</sup> Street, N.Y. surveyed by Hudson Valley Engineering Co., Inc., Peekskill and Carmel, N.Y. April 1929, under File No. 185, Section B.

Being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Lake Drive South, said point being the southwesterly corner of the premises herein described and the southwesterly corner of said Lot No. 37, continuing thence from a said point of beginning North 10 degrees 08' 00" East 112.00 feet to a point;

CONTINUING THENCE along the edge of Lake Peekskill the following courses and distances:

North 46 degrees 32' 00" East 4.69 feet;  
North 59 degrees 01' 00" East 56.84 feet;  
South 84 degrees 04' 00" East 39.70 feet;  
South 69 degrees 41' 00" East 4.88 feet to a point;

CONTINUING THENCE South 10 degrees 08' 00" West 118.07 feet to a point;

CONTINUING THENCE along the said northerly side of Lake Drive South along a curve to the left with a radius of 216.50 feet a distance of 98.20 feet to the point or place of BEGINNING

**Stewart Title Insurance Company**

**Policy No.** 0-8911-000802952

**Title No.** SA-116982-P

**SCHEDULE B -- PART**

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

1. Utility Easements in Liber 182 cp. 87 and Liber 182 cp. 154.

Easements In Liber 187 cp. 177.

Decision and Order in Liber 739 cp. 312.

Reservation of mining and mineral rights, if any, in the heirs of Philip Philipse

2. Mortgage Made by JAMES LAVOY and HEATHER FOMIN to FAIRWAY INDEPENDENT MORTGAGE CORP. Its successors and/or assigns who are the lawful owner or owners of the evidence of debt identified herein and any subsequent owner or owners thereof in the principal amount of \$346,500.00 dated 12/28/2017 to be recorded.

3. Survey made by ROBERT V. OSWALD, Land Surveying, dated 12-6-17 shows a structure with enclosed porch, patio with BBQ grill, patio with storage and the following:

1. Retaining wall varies with a portion of the easterly line of record.
2. Sea wall crosses a portion of the northerly line of record and into Lake Peekskill
3. Retaining wall on a portion of the southerly line of record.

No other variations, encroachments or projections shown.

**FOR MORTGAGE POLICY ONLY:** Policy will insure against monetary loss to the mortgagee by reason of the above variations, encroachments or projections.

*Stewart Title Insurance Company*

**STANDARD NEW YORK ENDORSEMENT**  
**(Owner's Policy)**

Title No SA-116982-P

Attached to and made a part of Policy No. 0-8911-000802952

1. The following is added as a Covered Risk:

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

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

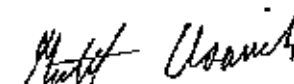
5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule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

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

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

DATED: 12/28/2017

Stewart Title Insurance Company

By  \_\_\_\_\_  
Authorized Signatory

## COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely, or
  - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

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

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

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

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.



## CONDITIONS (Continued)

### 2. CONTINUATION OF INSURANCE

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

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

### 4. PROOF OF LOSS

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

### 6. DEFENSE AND PROSECUTION OF ACTIONS

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

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

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

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as Insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

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

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

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

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

CONDITIONS (Continued)

8. DETERMINATION AND EXTENT OF LIABILITY

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

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law effecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(c) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at 300 East 42<sup>nd</sup> St., 10<sup>th</sup> Floor, New York, NY 10017.

## STIC Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates including Stewart Title Insurance Company (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Insurance Company, 300 East 42<sup>nd</sup> St 10<sup>th</sup> Floor, New York, NY 10017

## AMENDMENT TO CONTRACT

SELLERS: WILLIAM P. RICHARDS AND NORA TOMBALAKIAN  
PURCHASERS: HEATHER FOMIN AND JAMES LAVOY  
PREMISES: 187 LAKE DRIVE, LAKE PEEKSKILL, NY. 10537

**It is hereby agreed that the contract of sale dated November 14, 2017 is amended as follows:**

1. The contract price is decreased to \$389,500.00.
2. The balance due at closing is decreased to \$350,100.00.
3. The mortgage contingency amount is changed to \$346,500.00.
4. In all other respects the contract shall remain in full force and effect.

This amendment may be executed in counterparts and an emailed or faxed copy of a signed document shall be deemed an original for all purposes.

Dated: December 18, 2017

Heather Fomin 12/18/17

12.18.17

December 18, 2017

To Whom It May Concern:

I understand that I am now purchasing 187 Lake Drive, Lake Peekskill 10537 for \$389,500, and that I am paying an additional \$9,000 based on the December 13<sup>th</sup> dated appraised value of \$385,000.

Most Sincerely,

A handwritten signature in black ink, appearing to read "Heather Fomin", written in a cursive style.

Heather Fomin

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

THIS INDENTURE, made the 28<sup>th</sup> day of December, in the year 2017

BETWEEN William P. Richards, residing at 750 Columbus Avenue, Apartment 5H, New York, New York 10025 and Nora J. Tombalakian, residing at 217 East 27<sup>th</sup> Street, Apartment 19, New York, New York 10016 ~~APARTMENT 19~~

party of the first part, and

James Lavoy and Heather Fomin, residing at 700 Ocean Avenue, Apartment 4D, New York, New York 11226 party of the second part, AS TENANTS IN COMMON *DSM*

WITNESSETH, that the party of the first part, in consideration of

Ten (\$ 10.00) dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Putnam Valley, County of Putnam, State of New York, having a street address of 187 Lake Drive, Lake Peekskill, New York 10537, more particularly described on the annexed SCHEDULE A.

BEING and intended to be the same premises vested in William P. Richards and Nora J. Tombalakian, joint tenants with rights of survivorship, having acquired title by deed from Sheila M. Lunn and Kathryn M. Ecock dated 5/4/2007, recorded 5/25/2007 in Liber 1774 page 428 at Putnam County Clerk's office

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

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

\_\_\_\_\_

*William P. Richards by Dana Simone, Esq.*  
William P. Richards *Agent*

*Nora J. Tombalakian by Dana Simone, Esq.*  
Nora J. Tombalakian *Agent*

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of Westchester, ss:

On the 28<sup>th</sup> day of December in the year 2017, before me, the undersigned, personally appeared

William P. Richards

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**ROBYN D. ROMAN**  
Notary Public, State of New York  
No. 01RO607885B  
Qualified in Westchester County  
Commission Expires August 12, 2018



**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS  
TAKEN IN NEW YORK STATE**

State of New York, County of New York, ss:

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

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof):  
that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

**Bargain and Sale Deed  
With Covenants**

**Title No. SA-116982-P**

**William P. Richards and Nora J. Tombalakian**

**TO**

**James Lavoy and Heather Fomin**

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of Westchester, ss:

On the 18<sup>th</sup> day of December in the year 2017, before me, the undersigned, personally appeared

~~Nora J. Tombalakian~~ **DENA SIMONE MOSS**

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



**ROBYN D. ROMAN**  
Notary Public, State of New York  
No. 01RO607885B  
Qualified in Westchester County  
Commission Expires August 12, 2018

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK  
STATE**

\*State of \_\_\_\_\_, County of \_\_\_\_\_, ss:

\*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me \_\_\_\_\_ the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

SECTION: 33.82

BLOCK: 1

LOT: 23

COUNTY OR TOWN: Lake Peckskill  
187 Lake Drive  
Lake Peckskill, New York 10537

**RETURN BY MAIL TO:**

*Stewart Title Insurance Company*

Title Number: SA-116982-P

**SCHEDULE A DESCRIPTION**

ALL that certain plot piece or parcel of land, situate, lying and being in the Town of Putnam Valley, County of Putnam, State of New York, known and designated as and by Lot No. 34, 35, 36 and 37 in Block 14, Section B and the adjoining one-half of Lot 33 in Block 14 only, on a certain map entitled, "Lake Peekskill, Section B, owned and developed by McGoldrick Realty Co., Inc. 1921, 225 West 34<sup>th</sup> Street, N.Y. surveyed by Hudson Valley Engineering Co., Inc., Peekskill and Carmel, N.Y. April 1929, under File No. 185, Section B.

Being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Lake Drive South, said point being the southwesterly corner of the premises herein described and the southwesterly corner of said Lot No. 37, continuing thence from a said point of beginning North 10 degrees 08' 00" East 112.00 feet to a point;

CONTINUING THENCE along the edge of Lake Peekskill the following courses and distances:

North 46 degrees 32' 00" East 4.69 feet;  
North 59 degrees 01' 00" East 56.84 feet;  
South 84 degrees 04' 00" East 39.70 feet;  
South 69 degrees 41' 00" East 4.88 feet to a point;

CONTINUING THENCE South 10 degrees 08' 00" West 118.07 feet to a point;

CONTINUING THENCE along the said northerly side of Lake Drive South along a curve to the left with a radius of 216.50 feet a distance of 98.20 feet to the point or place of BEGINNING.



LP DESIGN SERVICES  
11 POINT DRIVE SOUTH  
LAKE PEEKSKILL, NY 10537  
646.460.4636  
norm.lpdesignservices@gmail.com

Date: 12/31/19

MAILING ADDRESS:

187 LAKE DRIVE  
LAKE PEEKSKILL  
NY, 10537

ACTUAL (FILEING) ADDRESS:

187 LAKE DRIVE  
LAKE PEEKSKILL  
NY, 10537

Tax Map # 83.82-1-23

To the Building Department for the town of Putnam Valley, New York

I JAMES LAVOY of 187 LAKE DRIVE do give permission to  
(Property Owner) (Property Address)

Norm Jansa of LP Design Services access to files and to represent me in matters regarding me for the above listed property

I HEATHER FOMIN of 187 LAKE DRIVE do give permission to  
(Property Owner) (Property Address)

Norm Jansa of LP Design Services access to files and to represent me in matters regarding me for the above listed property

James Lavooy  
(Print Name)

[Signature]  
(Sign Name)

HEATHER FOMIN  
(Print Name)

[Signature]  
(Sign Name)

## Short Environmental Assessment Form

### Part 1 - Project Information

**Instructions for Completing**

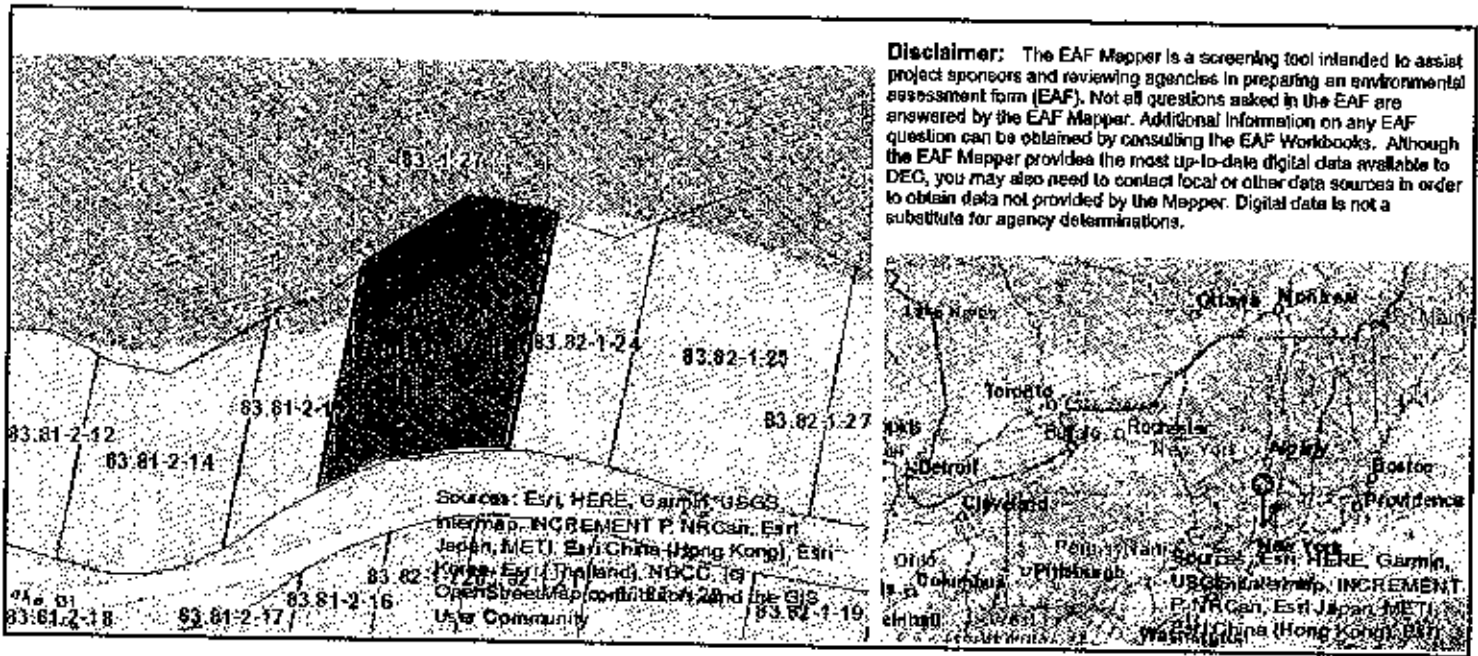
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

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

<b>Part 1 – Project and Sponsor Information</b>			
<b>Name of Action or Project:</b> Lavooy Residence			
<b>Project Location (describe, and attach a location map):</b> 187 Lake Drive, Lake Peekskill, NY 10537			
<b>Brief Description of Proposed Action:</b> First floor addition of family room to rear of existing house. Interior remodel of first floor of existing house. Second floor addition of master bedroom to rear of existing house and above new family room addition. Second floor addition of shed dormer to front of existing house. Interior remodel of second floor of existing house			
<b>Name of Applicant or Sponsor:</b> Norm Jansa, LP Design Services		<b>Telephone:</b> 646.460.4636 <b>E-Mail:</b> norm.lpdesignservices@gmail.com	
<b>Address:</b> 11 Point Drive South			
<b>City/PO:</b> Lake Peekskill		<b>State:</b> NY	<b>Zip Code:</b> 10537
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			0.19 acres 0.09 acres 0.19 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

<p>5. Is the proposed action,</p> <p>a. A permitted use under the zoning regulations?</p> <p>b. Consistent with the adopted comprehensive plan?</p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>N/A</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p>6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>	
<p>7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?</p> <p>If Yes, identify: _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>8. a. Will the proposed action result in a substantial increase in traffic above present levels?</p> <p>b. Are public transportation services available at or near the site of the proposed action?</p> <p>c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	
<p>9. Does the proposed action meet or exceed the state energy code requirements?</p> <p>If the proposed action will exceed requirements, describe design features and technologies:</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>	
<p>10. Will the proposed action connect to an existing public/private water supply?</p> <p>If No, describe method for providing potable water: _____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>	
<p>11. Will the proposed action connect to existing wastewater utilities?</p> <p>If No, describe method for providing wastewater treatment: _____</p> <p>Septic tank and septic field on site</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?</p> <p>b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	
<p>13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?</p> <p>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?</p> <p>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p> <p><input type="checkbox"/></p>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: downspouts directed to dry wells	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

Wetland Screening #: \_\_\_\_\_

**TOWN OF PUTNAM VALLEY BUILDING DEPARTMENT  
WETLANDS SCREENING/DELINEATION APPLICATION**

Tax Map #: 83.82-1-23

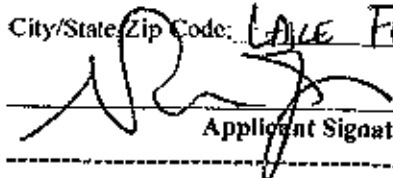
Proposed Activity: ADDITION + REMODEL

Property Address: 187 LAKE DRIVE Owner: JAMES LANDY + HEATHER FOMIN

Applicant Name: NORM JANSA Phone: 646-460-4636

Mailing Address: 11 POINT DRIVE SOUTH

City/State/Zip Code: LAKE FORESKILL, NY Property Size (Acres): 0.25  
10537

  
Applicant Signature

08.17.20  
Date

**I. WETLAND SCREENING:**

Wetlands/buffer are not within 100' of the activity. Wetland permit not required

Wetlands/buffer are within 100' of the activity. Wetland permit required.

Permit Waiver  Planning Board

The entire site has not been inspected for the presence of wetlands

Town Wetland Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**2. WETLAND DELINEATION/VERIFICATION:**

Based upon the information submitted and inspection of the site, it is determined that a wetland delineation will be necessary to verify that a wetland permit will be required.

Estimated Cost: \_\_\_\_\_ (Deposit in Escrow)

The applicant has conducted a wetland delineation. The delineation must be verified by the Town.

Estimate Cost: \_\_\_\_\_ (Deposit in Escrow)

Town Wetland Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MUST MAKE APPLICATION FOR WETLANDS WAIVER/PERMIT AT THE  
PUTNAM VALLEY BLDG. DEPT.**

**REQUIRED FEES AND ATTACHMENTS**

Wetland Screening:

Screening Fee Paid \_\_\_\_\_ Date \_\_\_\_\_ Amount \_\_\_\_\_  
RCT# \_\_\_\_\_

Wetland Delineation/Verification Fee

Escrow Fee Paid \_\_\_\_\_ Date \_\_\_\_\_ Amount \_\_\_\_\_

NOTES:

REV. #/DATE DESCRIPTION:  
09.08.20

PROJECT INFORMATION:

LAVOY/FOMIN RESIDENCE

187 LAKE DRIVE  
LAKE PEEKSKILL, NY 10537

DRAWING TITLE:

DEMOLITION  
WETLANDS  
SURVEY

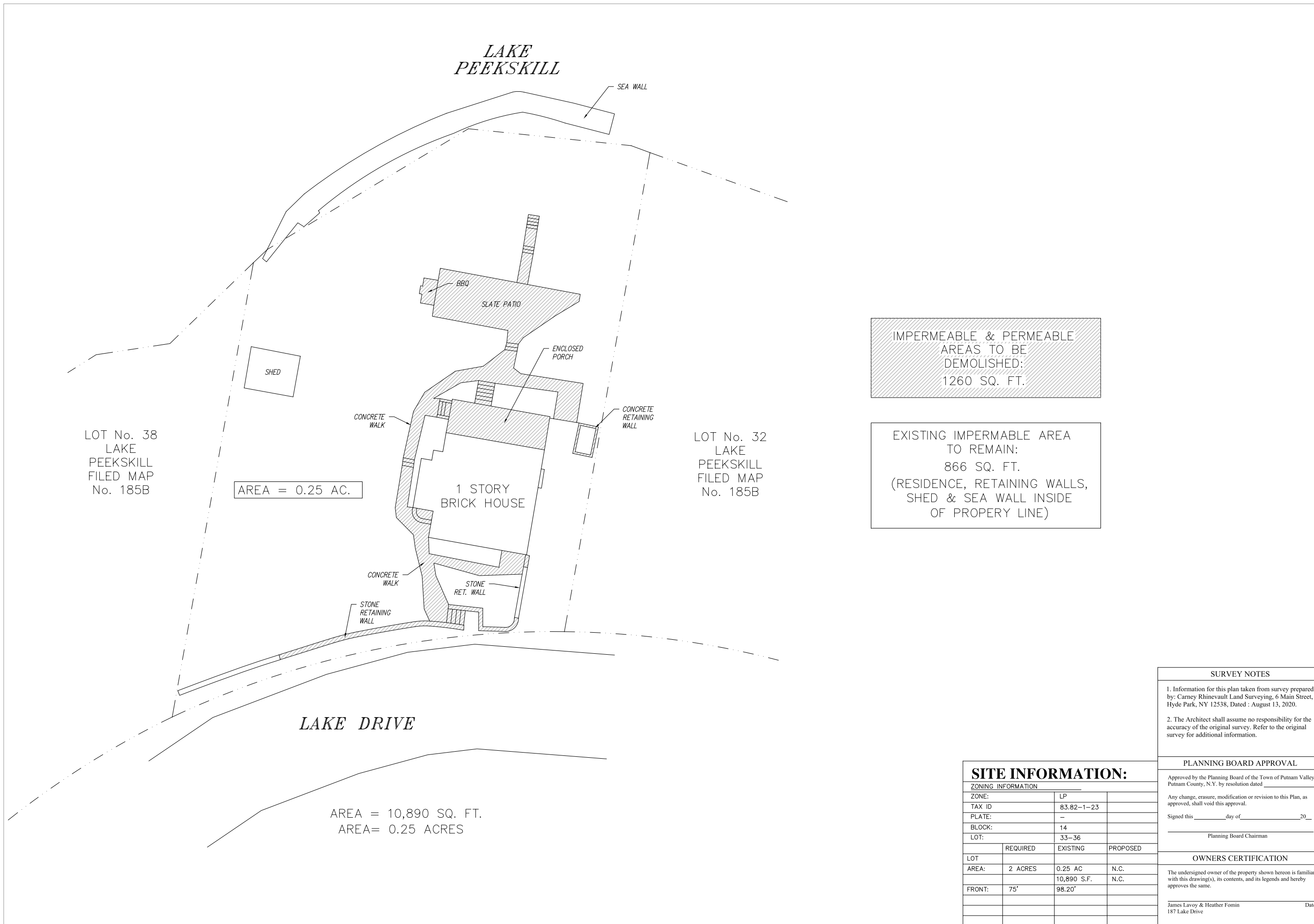
DRAWING INFO.

WS1.0

1" = 10'-0"

08 AUG, 2019

NU



IMPERMEABLE & PERMEABLE  
AREAS TO BE  
DEMOLISHED:  
1260 SQ. FT.

EXISTING IMPERMEABLE AREA  
TO REMAIN:  
866 SQ. FT.  
(RESIDENCE, RETAINING WALLS,  
SHED & SEA WALL INSIDE  
OF PROPERTY LINE)

**SURVEY NOTES**

1. Information for this plan taken from survey prepared by: Carney Rhinevault Land Surveying, 6 Main Street, Hyde Park, NY 12538, Dated : August 13, 2020.

2. The Architect shall assume no responsibility for the accuracy of the original survey. Refer to the original survey for additional information.

**PLANNING BOARD APPROVAL**

Approved by the Planning Board of the Town of Putnam Valley, Putnam County, N.Y. by resolution dated \_\_\_\_\_

Any change, erasure, modification or revision to this Plan, as approved, shall void this approval.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Planning Board Chairman

**OWNERS CERTIFICATION**

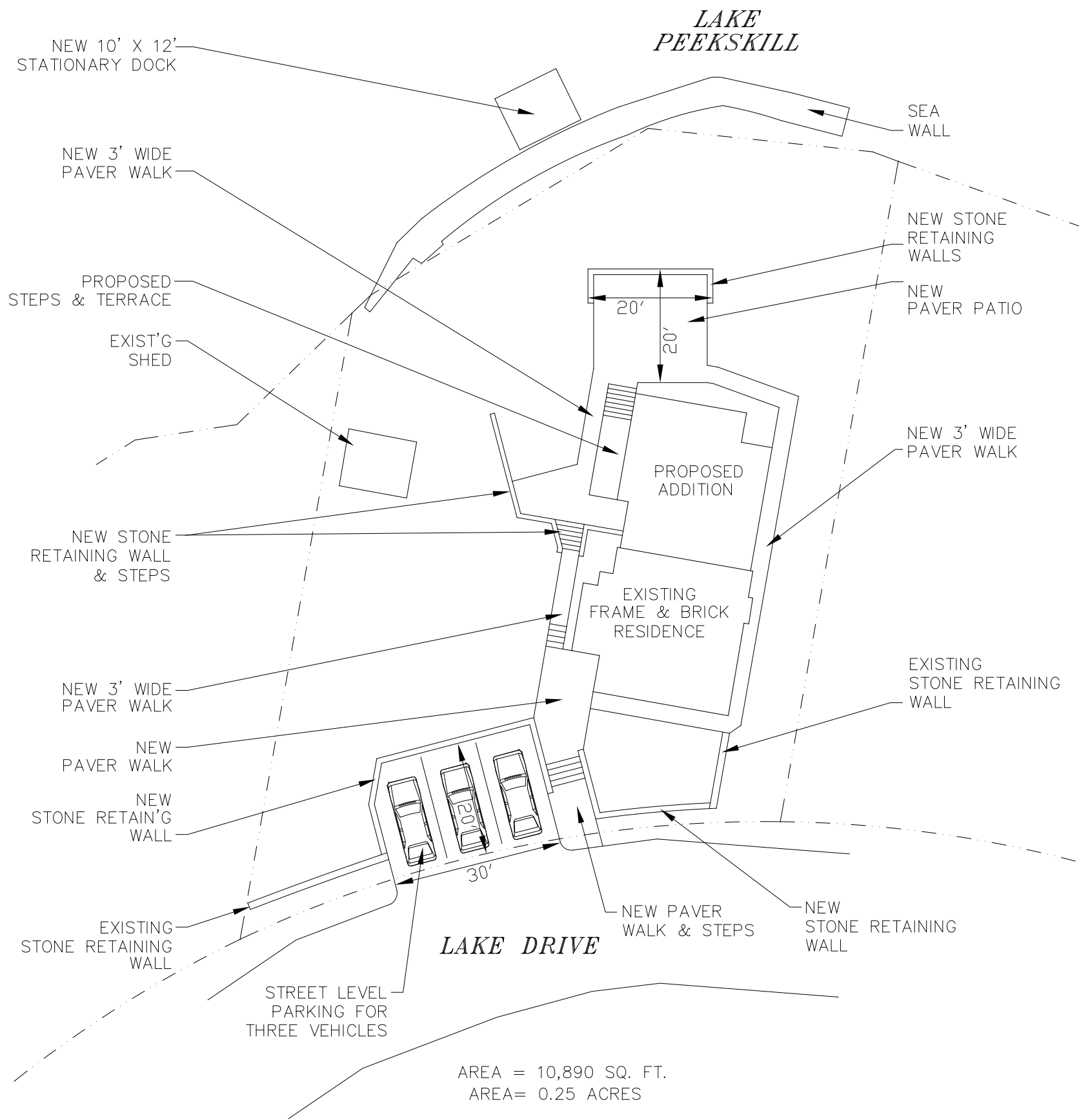
The undersigned owner of the property shown hereon is familiar with this drawing(s), its contents, and its legends and hereby approves the same.

James Lavoy & Heather Fomin Date  
187 Lake Drive

**SITE INFORMATION:**

ZONING INFORMATION			
ZONE:	LP		
TAX ID	83.82-1-23		
PLATE:	-		
BLOCK:	14		
LOT:	33-36		
	REQUIRED	EXISTING	PROPOSED
LOT			
AREA:	2 ACRES	0.25 AC	N.C.
		10,890 S.F.	N.C.
FRONT:	75'	98.20'	

NOTES:



NEW & EXISTING PERMEABLE AREA:  
1136 SQ. FT.  
(PAVER WALKS & PAVER PATIO)

NEW IMPERMEABLE AREA = 1549 SQ. FT.  
(BUILDING ADDITION,  
STONE RETAINING WALLS/STEPS/TERRACE  
& ASPHALT PARKING AREA)

TOTAL IMPERMEABLE AREA = 2415 SQ. FT.  
(EXISTING & NEW)

REV. #/DATE DESCRIPTION:  
09.08.20

PROJECT INFORMATION:

LAVOY/FOMIN RESIDENCE

187 LAKE DRIVE  
LAKE PEEKSKILL, NY 10537

DRAWING TITLE:

PROPOSED  
WETLANDS  
SURVEY

DRAWING INFO:

LP DESIGN  
SERVICES  
646.460.4636

DRAWING INFO:

WS2.0

1" = 10'-0"

08 AUG, 2019

NU

**SURVEY NOTES**

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**PLANNING BOARD APPROVAL**

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Planning Board Chairman

**OWNERS CERTIFICATION**

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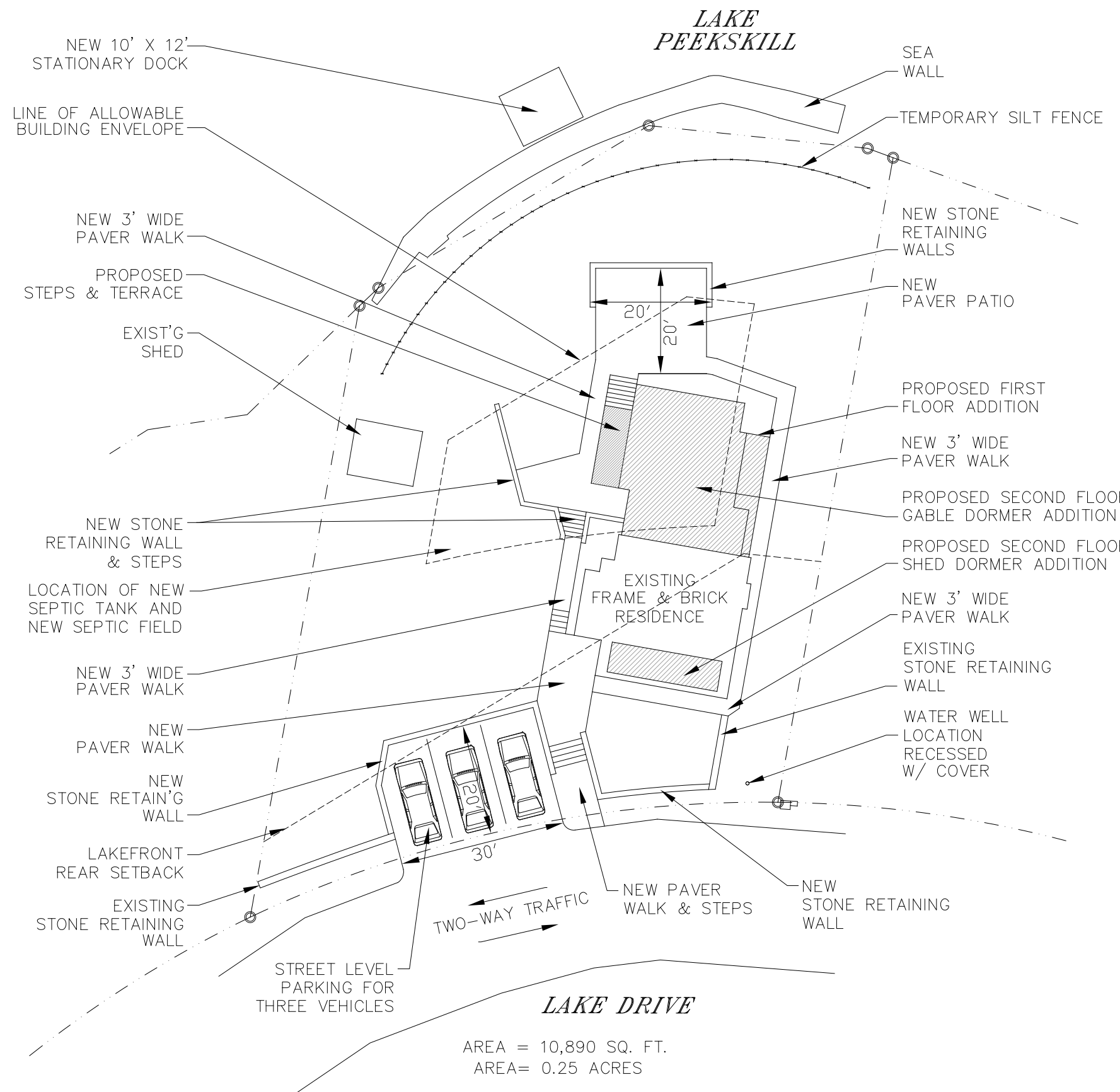
James Lavoy & Heather Fomin Date  
187 Lake Drive

**SITE INFORMATION:**

ZONING INFORMATION			
ZONE:	LP		
TAX ID	83.82-1-23		
PLATE:	-		
BLOCK:	14		
LOT:	33-36		
	REQUIRED	EXISTING	PROPOSED
LOT			
AREA:	2 ACRES	0.25 AC	N.C.
		10,890 S.F.	N.C.



NOTES:



REV. #/DATE DESCRIPTION:  
09.08.20

PROJECT INFORMATION:

LAVOY/FOMIN RESIDENCE

187 LAKE DRIVE  
LAKE PEEKSKILL, NY 10537

DRAWING TITLE:

PROPOSED  
SITE PLAN

DRAWING INFO.

SP1.0

1" = 10'-0"

08 AUG, 2019

NU

**SURVEY NOTES**

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- The Architect shall assume no responsibility for the accuracy of the original survey. Refer to the original survey for additional information.

**PLANNING BOARD APPROVAL**

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Planning Board Chairman

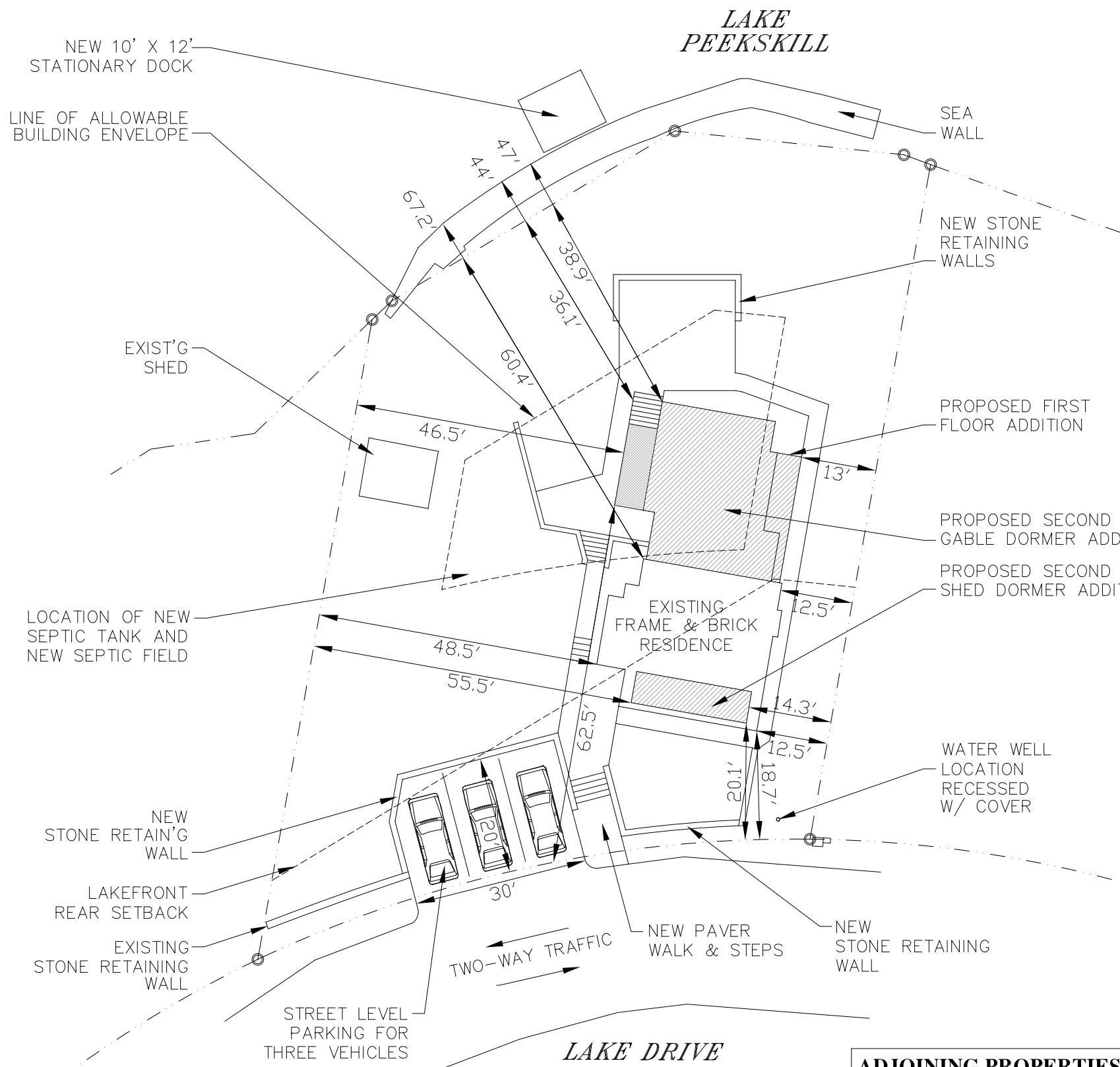
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James Lavooy & Heather Fomin Date  
187 Lake Drive

**SITE INFORMATION:**

ZONING INFORMATION			
ZONE:	LP		
TAX ID:	83.82-1-23		
PLATE:	-		
BLOCK:	14		
LOT:	33-36		
	REQUIRED	EXISTING	PROPOSED
LOT AREA:	2 ACRES	0.25 AC	N.C.
		10,890 S.F.	N.C.
FRONT:	75'	98.20'	N.C.



SETBACKS	REQUIRED	EXISTING	PROPOSED	VARIANCE REQ'D
HOUSE				
FRONT	50'	18.7'	NC	
2nd FLR FRONT	50'	18.7'	20.3'+/-	29.7' VARIANCE REQ'D
SIDE (1) MIN.	20'	12.5'	13'+/-	7' VARIANCE REQ'D
SIDE (2) MIN.	20'	48.5'	NC	
SIDE TOT. FOR BOTH	NA	NA	NA	
REAR	30'	60.4'	38.9'+/-	
LAKE	75'	67.2'	47'+/-	28' VARIANCE REQ'D
WETLANDS	100'	NA	NA	
BUILDING HEIGHT (ROOF MIDPOINT)	35'	11'-8"+/-	18'-9"+/-	
BUILDING HEIGHT (MAX)		23'-6"+/-	25'-5"+/-	
OPEN AREA	75%	92.1%	77.8%	
		8,167.5 S.F.	10,024 S.F.	8,475 S.F.
FLOOR AREA		1,273 S.F.	2,349 S.F.	
MAX. ADDITION AREA	20%	255 S.F.	37% 470 S.F.	17% VARIANCE REQ'D

NOTES:

REV.#/DATE DESCRIPTION:  
09.08.20

PROJECT INFORMATION:

**LAVOY/FOMIN RESIDENCE**

187 LAKE DRIVE  
LAKE PEEKSKILL, NY 10537

**SURVEY NOTES**

1. Information for this plan taken from survey prepared by: Carney Rhinevault Land Surveying, 6 Main Street, Hyde Park, NY 12538, Dated: August 13, 2020.

2. The Architect shall assume no responsibility for the accuracy of the original survey. Refer to the original survey for additional information.

**PLANNING BOARD APPROVAL**

Approved by the Planning Board of the Town of Putnam Valley, Putnam County, N.Y. by resolution dated \_\_\_\_\_

Any change, erasure, modification or revision to this Plan, as approved, shall void this approval.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Planning Board Chairman

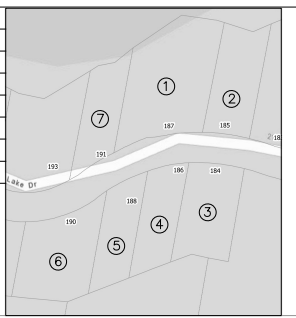
**OWNERS CERTIFICATION**

The undersigned owner of the property shown hereon is familiar with this drawing(s), its contents, and its legends and hereby approves the same.

James Lavoy & Heather Fomin Date  
187 Lake Drive

**ADJOINING PROPERTIES**

ID#	TAX ID	OWNER
①	83.82-1-23	LAVOY, FOMIN
②	83.82-1-24	DAVIS POWELL REVOC TRUST
③	83.82-1-21	AGARDICI
④	83.82-1-22	JUNG
⑤	83.82-2-16	THOMAS
⑥	83.81-2-17	SALJANIN
⑦	83.81-2-15	THOMAS



**SITE INFORMATION:**

**ZONING INFORMATION**

ZONE:	LP
TAX ID:	83.82-1-23
PLATE:	-
BLOCK:	14
LOT:	33-36

LOT	REQUIRED	EXISTING	PROPOSED
AREA:	2 ACRES	0.25 AC	N.C.
		10,890 S.F.	N.C.
FRONT:	75'	98.20'	N.C.

DRAWING TITLE:

**PROPOSED SITE PLAN VARIANCES**

LP DESIGN SERVICES  
646.460.4636

DRAWING INFO:

**SP2.0**

1" = 10'-0"

08 AUG, 2019

**PUTNAM VALLEY GENERAL NOTES**

**Unless otherwise instructed by the Planning Board or its consultants, the following notes shall appear on all Site Plans, Subdivision Plans and Site Development Plans (not required to be provided on every sheet)**

**Putnam Valley Notes**

1. All improvements must be completed as shown on the approved plans. Any deviation from the approved Plans must be approved in accordance with Section 165-16C(2)(c) or 165-21C(2)(c) of the Town Code.
2. At all times the owner/operator shall maintain on-site a copy of the Planning Board's approving Resolution and approved Plans signed by the Chairman of the Planning Board.
3. The Town of Putnam Valley employs the services of outside Planning, Engineering, Wetland, and other consultants as needed, in the review and inspection of Planning Board applications. The owner/operator is required and hereby agrees to reimburse the Town for the fees of said consultants. An escrow account will be established and maintained for the payment of such inspection fees. The account will be established prior to commencement of work and shall be maintained and supplemented throughout the duration of construction to a date no less than 60 days after issuance of an unrestricted Certificate of Occupancy. Should the account balance be exhausted, all work shall cease until the account balance is supplemented to allow for future inspections.
4. If coverage under GP-0-15-002 is required, at all times the owner/operator shall maintain on-site a copy of the General Permit (GP-0-10-001), Notice of Intent (NOI), NOI Acknowledgement letter, approved Stormwater Pollution Prevention Plan (SWPPP), MS4 SWPPP Acceptance Form, and weekly inspection reports prepared by a qualified inspector.
5. If at any time during construction the Code Enforcement Officer, Planning Board, or its agents determine that construction is not taking place in conformance with the approved Plans, a stop work order shall be issued by the Code Enforcement Officer and all work shall cease except such work approved by the Code Enforcement Officer and/or Town Engineer to correct erosion and sediment controls.
6. Unless otherwise authorized by the Town Engineer, all erosion and sediment control measures shall comply with Chapter 102, Stormwater Management and Erosion and Sediment Control, of the Town Code and the latest edition of the "New York State Stormwater Management Design Manual."
7. Unless otherwise authorized by the Town Engineer, all stormwater management practices shall be designed to comply with Chapter 102, Stormwater Management and Erosion and Sediment Control, of the Town Code and the latest edition of the "New York State Stormwater Management Design Manual."
8. Prior to the commencement of work, all trees to be removed shall be identified in the field by use of a bright colored surveyor's ribbon. If any trees designated on the tree plan for preservation are removed without Planning Board approval, a Stop Work Order shall be issued by the Building Inspector and all work shall cease until a tree replacement plan, prepared in conformance with Section 165-21.1 of the Zoning Code, has been approved by the Planning Board and implemented to the Zoning Board's satisfaction.
9. Prior to commencement of work, the limit of disturbance line, as shown on the approved Plans shall be staked by a licensed land surveyor and delineated in the field by use of an orange construction fence or approved equal. The construction fence shall remain installed and properly maintained throughout the duration of construction.
10. Prior to commencement of work, the owner shall call the Underground Line Location Service. The owner is responsible to locate and protect all above and below ground utilities throughout all phases of construction.
11. Electrical power, telephone, cable television, and other such utilities shall be installed underground.
12. Construction activities shall only take place between the hours of 8:00 a.m. and 8:00p.m. on weekdays and 9:00 a.m and 7:00 p.m on weekends and holidays.
13. All construction activities shall comply with Chapter 82-5C, Noise, of the Town Code.
14. Unless authorized by the Planning Board, blasting is prohibited.
15. Approval of these Plans does not constitute acceptance of land areas designated for dedication to the Town of Putnam Valley, if any.
16. The continued validity of a Certificate of Occupancy shall be subject to continued conformance with these Plans and the Planning Board's approving Resolution.

**As-Built Survey Notes**

1. Prior to the issuance of a Building Permit, the foundation location shall be surveyed located (by use of off-sets) by a NYS Licensed Land Surveyor and shall correspond to the approved Plans; correspondence from the surveyor shall be provided to the Building Department certifying the same.
2. Prior to framing, an as-built survey of the foundation shall be submitted to the Building Department. The survey shall be prepared by a NYS Licensed Land Surveyor, shall include elevations and property line setback dimensions to demonstrate compliance with these approved Plans, and shall be prepared to the satisfaction of the Town Engineer and Building Inspector.
3. The owner/operator shall submit an as-built survey of any stormwater management facility located on-site after final construction is completed. This survey must show the final design specification for all stormwater management facilities and must be certified by a NYS Professional Engineer.

**Site Inspection Notes**

1. Prior to commencement of work, a pre-construction meeting shall take place with the applicant, contractor, Building Inspector, Town Engineer, Town Planner, and other relevant parties, as determined necessary. At time of inspection, all erosion and sediment control measures and construction fencing shall be installed and all trees to be removed shall be marked with a bright colored surveyor's ribbon.
2. All improvements are subject to inspection by the Town and its agents without notification during the approval and construction process.
3. The Town of Putnam Valley Stormwater Management Officer may require such inspections as necessary to determine compliance with Chapter 102, Stormwater Management and Erosion and Sediment Control, and may either approve the portion of the work completed or notify the owner/operator wherein the work fails to comply with the requirements of Chapter 102 and the approved SWPPP. To obtain inspections, the owner/operator shall notify the Town of Putnam Valley enforcement official at least 48 hours before any of the following:
  - Start of construction.
  - Installation of sediment and erosion control measures.
  - Completion of site clearing.
  - Completion of rough grading.
  - Completion of final grading.
  - Close of construction season.
  - Completion of final landscaping.
  - Successful establishment of landscaping in public areas.

4. If coverage under GP-0-15-002 is required, the owner/operator shall retain the services of a qualified inspector and the qualified inspector shall conduct a site inspection at least once every seven (7) calendar days. Inspection reports shall be provided to the Planning Board and Building Department on a weekly basis and a copy of each report shall be kept on-site.
5. Prior to the issuance of a Certificate of Occupancy, a final site inspection shall be conducted with the property owner/applicant, contractor, Building Department, Town Engineer, Town Planner and other relevant parties. A Certificate of Occupancy shall not issue unless the Code Enforcement Officer has first received a written report from the Town Engineer, Town Planner and Town Wetland Inspector, as applicable, stating that all land development activities meet their satisfaction and that the site has been designed in accordance with the approved Plans.

**Putnam Valley Site Specific Notes**

1. The gross site area equals 0.19 acres.
2. Total site disturbance equals 100 s.f..
3. According to the Tax Assessor, the subject site consists of the following tax parcel identification numbers: 83-82-1-23.
4. Survey data shown hereon is taken from survey prepared by: Robert V. Oswald Land Surveying, 175 Walsh Road, Lagrangeville, N.Y. 12540, Dated : December 06, 2017.
5. Topographic data shown hereon is taken from \_(not required)\_.
6. Soil boundaries shown hereon are taken from \_(not required)\_.
7. The subject site is located in the LP Zoning District.
8. The subject site is located in the Putnam Valley School District.

PLANNING BOARD APPROVAL	
Approved by the Planning Board of the Town of Putnam Valley, Putnam County, N.Y. by resolution dated _____	
Any change, erasure, modification or revision to this Plan, as approved, shall void this approval.	
Signed this _____ day of _____, 20__	_____
Planning Board Chairman	
OWNERS CERTIFICATION	
The undersigned owner of the property shown hereon is familiar with this drawing(s), its contents, and its legends and hereby approves the same.	
James Lavoy & Heather Fomin 187 Lake Drive	Date

NOTES:

REV. #/DATE DESCRIPTION:  
09.08.20

PROJECT INFORMATION:

LAVOY/FOMIN RESIDENCE  
187 LAKE DRIVE  
LAKE PEESKILL, NY 10537

DRAWING TITLE:

GENERAL NOTES

LP DESIGN SERVICES  
646.460.4636

DRAWING INFO.

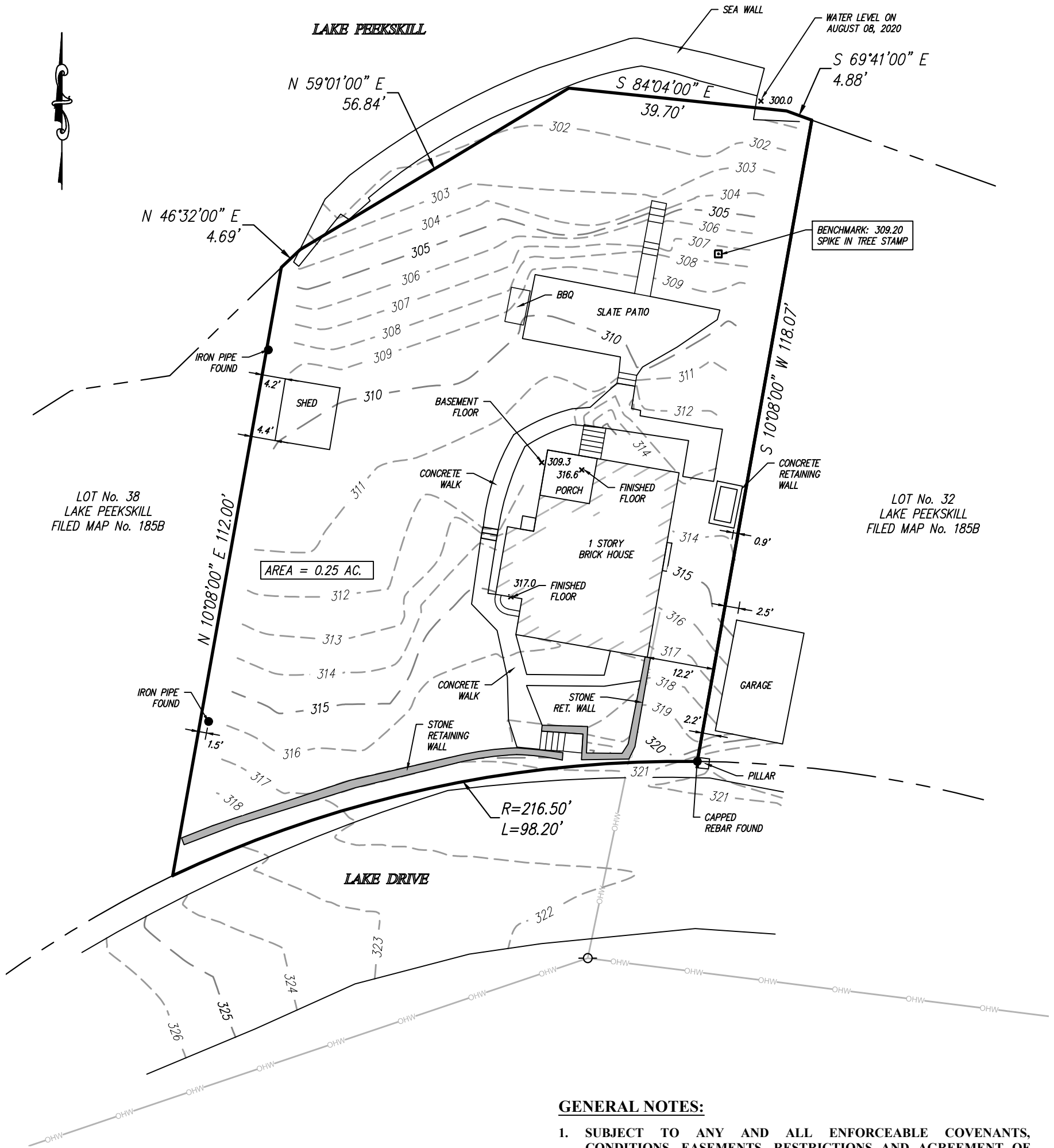
SP3.0

1" = 1'-0"

08 AUG, 2019

NJ

**LAKE PEEKSKILL**



LOT No. 38  
LAKE PEEKSKILL  
FILED MAP No. 185B

LOT No. 32  
LAKE PEEKSKILL  
FILED MAP No. 185B

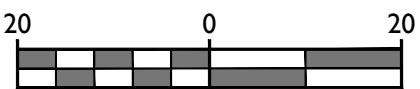
AREA = 0.25 AC.

**GENERAL NOTES:**

- SUBJECT TO ANY AND ALL ENFORCEABLE COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND AGREEMENT OF RECORD

**MAP REFERENCE:**

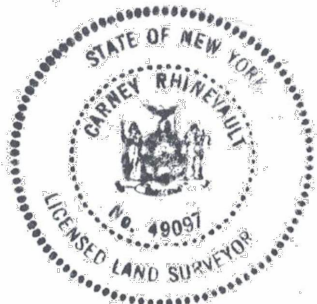
- MAP ENTITLED "MAP OF SURVEY FOR LANDS OF LAVOY & FOMIN" PREPARED BY ROBERT V. OSWALD ON DECEMBER 6, 2017.



SCALE : 1" = 20'

**LEGEND**

- IRON PIPE/STEEL REBAR
- ⊕ UTILITY POLE
- OHW — OVERHEAD WIRE
- ▨ BUILDING



CARNEY RHINEVAULT NYSLS No. 49097  
UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

BOUNDARY & TOPOGRAPHIC SURVEY FOR  
**JAMES LAVOY &  
HEATHER FOMIN**  
SITUATE AT  
187 LAKE DRIVE  
TOWN OF PUTNAM VALLEY,  
PUTNAM COUNTY, NEW YORK

SURVEYED BY CARNEY RHINEVAULT

6 Main Street  
Hyde Park, NY 12538  
TEL (845) 229-8225

NOTES:

REV. #/DATE DESCRIPTION:  
09.08.20

PROJECT INFORMATION:

LAVOY RESIDENCE

187 LAKE DRIVE  
LAKE PEEKSKILL, NY 10537

DRAWING TITLE:

EXISTING &  
PROPOSED  
FIRST FLOOR

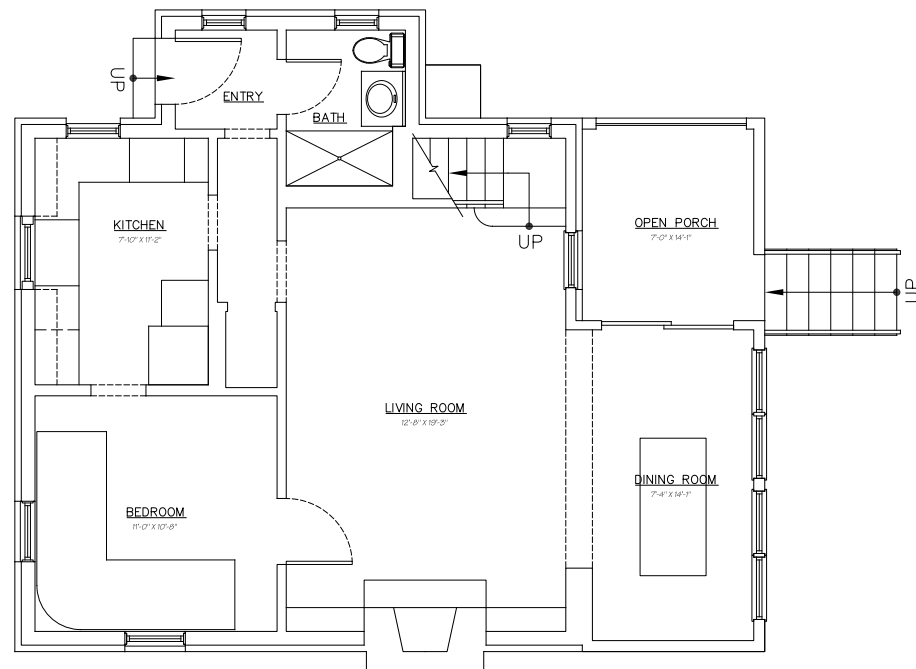
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**A2.0**

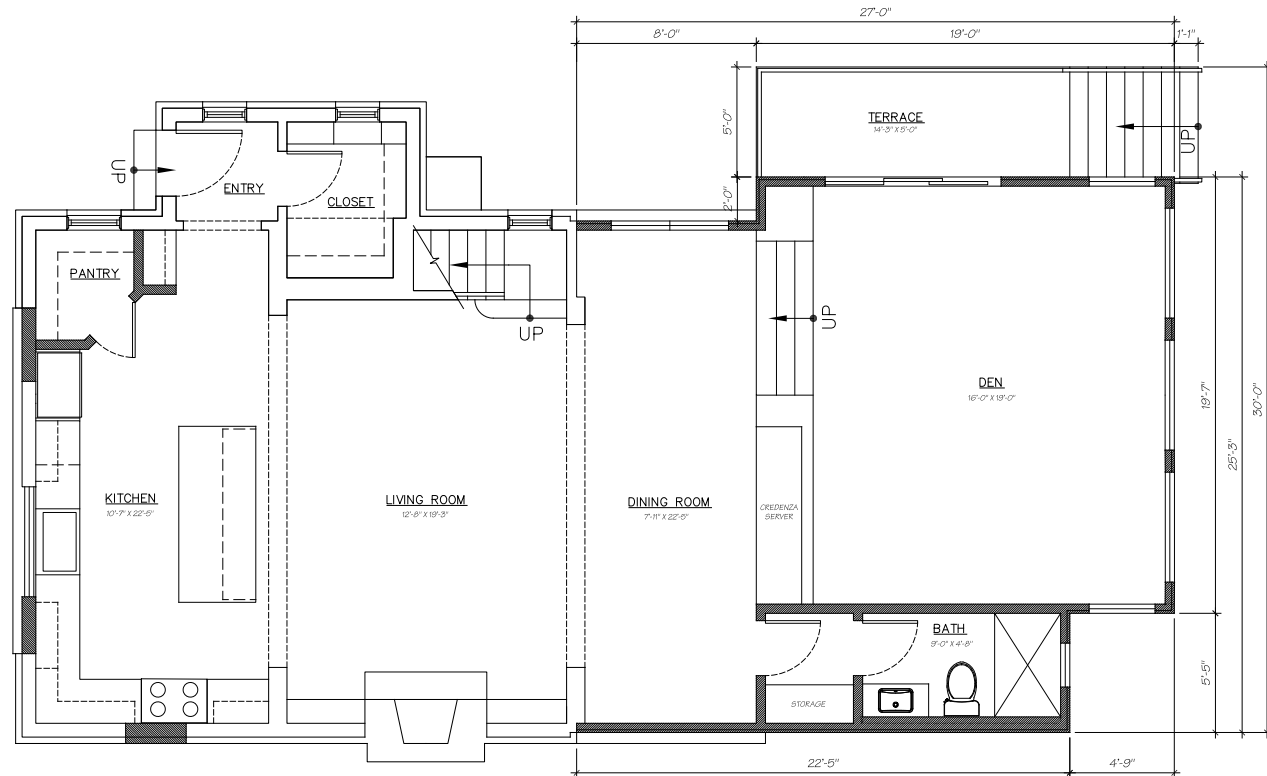
1/4"=1'-0"

08 AUG, 2019

NU



1 FIRST FLOOR PLAN - EXISTING  
1/4"=1'-0" @ 24 X 36 PAPER SIZE



2 FIRST FLOOR PLAN - PROPOSED  
1/4"=1'-0" @ 24 X 36 PAPER SIZE

**FLOOR AREAS:**

	EXISTING	ADDITION	TOTAL
FIRST FLOOR PLAN	822 SQ. FT.	520 SQ. FT.	1342 SQ. FT.
SECOND FLOOR PLAN	451 SQ. FT.	556 SQ. FT.	1007 SQ. FT.
TOTAL	1273 SQ. FT.	1076 SQ. FT.	2349 SQ. FT.

PLANNING BOARD APPROVAL

Approved by the Planning Board of the Town of Putnam Valley, Putnam County, N.Y. by resolution dated \_\_\_\_\_

Any change, erasure, modification or revision to this Plan, as approved, shall void this approval.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Planning Board Chairman

OWNERS CERTIFICATION

The undersigned owner of the property shown hereon is familiar with this drawing(s), its contents, and its legends and hereby approves the same.

James Lavoy & Heather Fomin Date  
187 Lake Drive

NOTES:

REV. #/DATE DESCRIPTION:  
09.08.20

PROJECT INFORMATION:

LAVOY RESIDENCE

187 LAKE DRIVE  
LAKE PEEKSKILL, NY 10537

DRAWING TITLE:

EXISTING &  
PROPOSED  
SECOND FLOOR

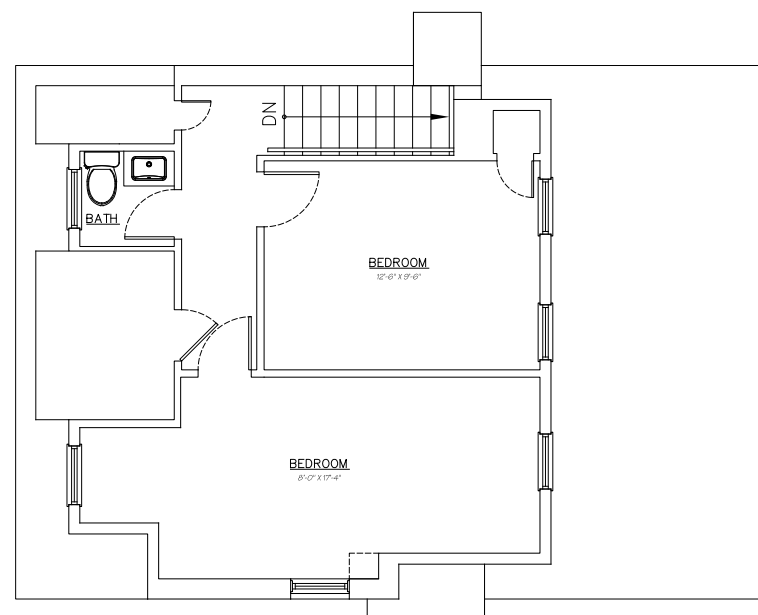
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A3.0

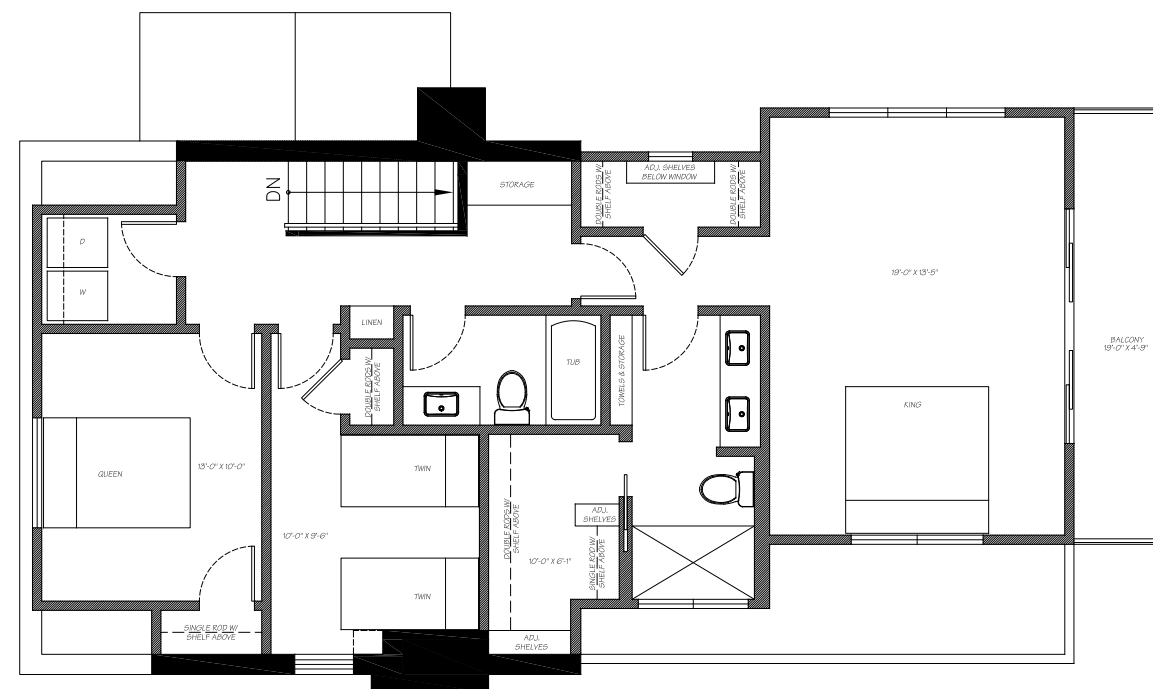
1/4"=1'-0"

08 AUG, 2019

NU



1 SECOND FLOOR PLAN - EXISTING  
1/4"=1'-0" @ 24 X 36 PAPER SIZE



2 SECOND FLOOR PLAN - PROPOSED  
1/4"=1'-0" @ 24 X 36 PAPER SIZE

FLOOR AREAS:

	EXISTING	ADDITION	TOTAL
FIRST FLOOR PLAN	822 SQ. FT.	520 SQ. FT.	1342 SQ. FT.
SECOND FLOOR PLAN	451 SQ. FT.	556 SQ. FT.	1007 SQ. FT.
TOTAL	1273 SQ. FT.	1076 SQ. FT.	2349 SQ. FT.

PLANNING BOARD APPROVAL	
Approved by the Planning Board of the Town of Putnam Valley, Putnam County, N.Y. by resolution dated _____	
Any change, erasure, modification or revision to this Plan, as approved, shall void this approval.	
Signed this _____ day of _____, 20__	_____
Planning Board Chairman	
OWNERS CERTIFICATION	
The undersigned owner of the property shown hereon is familiar with this drawing(s), its contents, and its legends and hereby approves the same.	
James Lavoy & Heather Fomin 187 Lake Drive	Date _____

NOTES:

REV. #/DATE DESCRIPTION:  
09.08.20

PROJECT INFORMATION:

LAVOY RESIDENCE

187 LAKE DRIVE  
LAKE PEESKILL, NY 10537

DRAWING TITLE:

EXISTING &  
PROPOSED  
FRONT & REAR  
ELEVATIONS

DRAWING INFO.

A4.0

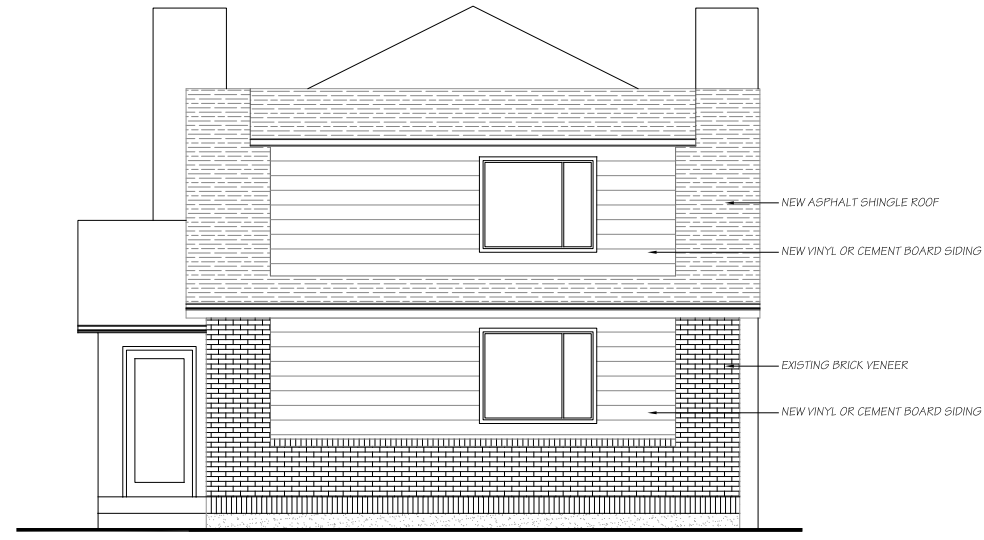
1/4"=1'-0"

08 AUG, 2019

NJ



1 SOUTH ELEVATION - EXISTING  
1/4"=1'-0" @ 24 X 36 PAPER SIZE



2 SOUTH ELEVATION - PROPOSED  
1/4"=1'-0" @ 24 X 36 PAPER SIZE



3 NORTH ELEVATION - EXISTING  
1/4"=1'-0" @ 24 X 36 PAPER SIZE



4 NORTH ELEVATION - PROPOSED  
1/4"=1'-0" @ 24 X 36 PAPER SIZE

PLANNING BOARD APPROVAL

Approved by the Planning Board of the Town of Putnam Valley,  
Putnam County, N.Y. by resolution dated \_\_\_\_\_

Any change, erasure, modification or revision to this Plan, as  
approved, shall void this approval.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Planning Board Chairman

OWNERS CERTIFICATION

The undersigned owner of the property shown hereon is familiar  
with this drawing(s), its contents, and its legends and hereby  
approves the same.

James Lavoy & Heather Fomin Date  
187 Lake Drive

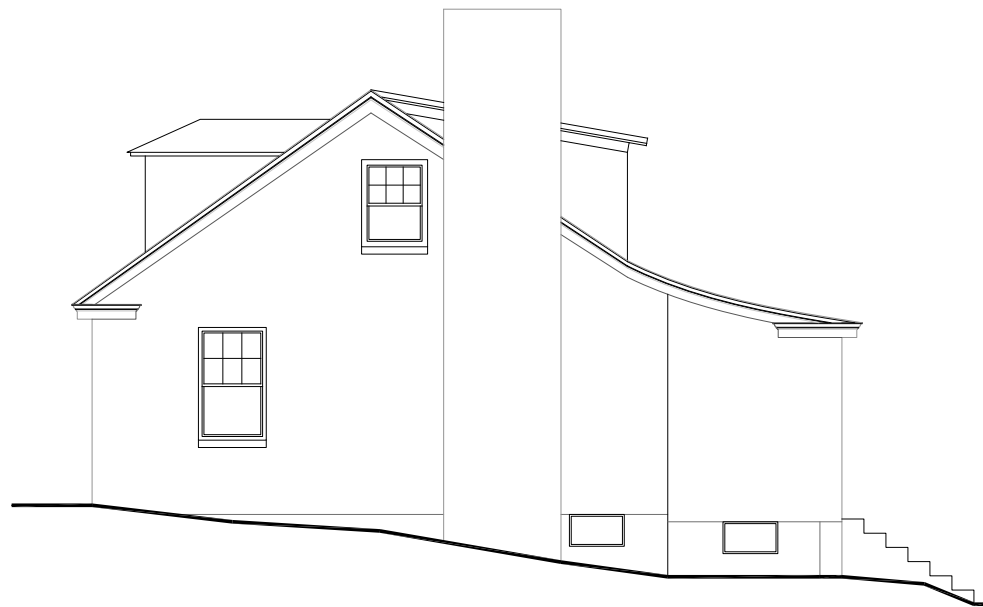
NOTES:



1 WEST ELEVATION - EXISTING  
1/4"=1'-0" @ 24 X 36 PAPER SIZE



2 WEST ELEVATION - PROPOSED  
1/4"=1'-0" @ 24 X 36 PAPER SIZE



3 EAST ELEVATION - EXISTING  
1/4"=1'-0" @ 24 X 36 PAPER SIZE



4 EAST ELEVATION - PROPOSED  
1/4"=1'-0" @ 24 X 36 PAPER SIZE

REV. #/DATE DESCRIPTION:  
09.08.20

PROJECT INFORMATION:

LAVOY RESIDENCE

187 LAKE DRIVE  
LAKE PEEKSKILL, NY 10537

DRAWING TITLE:

EXISTING &  
PROPOSED  
SIDE ELEVATIONS

DRAWING INFO.

A5.0

1/4"=1'-0"

08 AUG, 2019

NJ

PLANNING BOARD APPROVAL  
Approved by the Planning Board of the Town of Putnam Valley,  
Putnam County, N.Y. by resolution dated \_\_\_\_\_  
Any change, erasure, modification or revision to this Plan, as  
approved, shall void this approval.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
\_\_\_\_\_  
Planning Board Chairman

OWNERS CERTIFICATION  
The undersigned owner of the property shown hereon is familiar  
with this drawing(s), its contents, and its legends and hereby  
approves the same.  
James Lavoy & Heather Fomin Date  
187 Lake Drive

LP DESIGN  
SERVICES  
646.460.4636