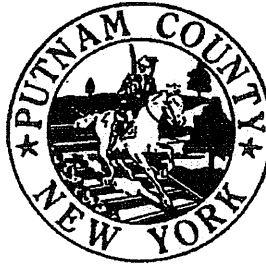


THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue  
Carmel, New York 10512  
(845) 808-1020 Fax (845) 808-1933

Amy E. Sayegh *Chairwoman*  
Greg E. Ellner *Deputy Chair*  
Diane Schonfeld *Clerk*



Nancy Montgomery Dist. 1  
William Gouldman Dist. 2  
Toni E. Addonizio Dist. 3  
Laura E. Russo Dist. 4  
Greg E. Ellner Dist. 5  
Paul E. Jonke Dist. 6  
Daniel G. Birmingham Dist. 7  
Amy E. Sayegh Dist. 8  
Erin L. Crowley Dist. 9

AGENDA

PHYSICAL SERVICES COMMITTEE  
TO BE HELD IN HISTORIC COURTHOUSE  
PUTNAM COUNTY OFFICE BUILDING  
CARMEL, NEW YORK 10512

(Chairman Ellner and Legislators Crowley & Jonke)

Monday

April 14, 2025

(Will Immediately Follow the 6:00p.m. Economic Development)

1. Pledge of Allegiance
2. Roll Call
3. Discussion/ Sprout Brook Bridge & Aqueduct Road Pond Dam Projects/ Legislator Montgomery
4. Discussion/ Chairperson of the Legislature's Approval to the Putnam County Agricultural and Farmland Protection Board (AFPB)/ Commissioner of Planning, Development and Public Transportation and Member of AFPB Barbara Barosa
5. Approval/ Capital Projects – 25CP02/ Programmatic Building Management Systems Upgrades/ Commissioner DPW Thomas Feighery
6. Cell Tower- Town of Carmel TM #64.14-1-8 a/k/a The Putnam County Golf Course/  
Commissioner of Planning, Development and Public Transportation Barbara Barosa
  - a. Approval/ SEQRA Negative Declaration/ Approval Lease Agreement/ Land Use Zoning Exemption for the Facility
  - b. Approval/ Parkland Alienation – Cell Tower- Town of Carmel TM #64.14-1-8 a/k/a The Putnam County Golf Course
7. Other Business
8. Adjournment

PHP 4/14 CC: All

THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue

Carmel, New York 10512

(845) 808-1020

Fax (845) 808-1933

DISCUSSION #3

Amy E. Sayegh *Chairwoman*  
Greg E. Ellner *Deputy Chair*  
Diane Schonfeld *Clerk*



Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

MEMORANDUM

DATE: April 4, 2025

TO: Kevin Byrne  
Putnam County Executive

FROM: Greg Ellner, Chairman  
Physical Services Committee

Cc: Thomas Feighery  
Commissioner DPW

Joseph Bellucci  
Deputy Commissioner DPW

Neal Tomann  
Director Soil & Water

RE: Updates on Sprout Brook Bridge & Aqueduct Road Pond Dam

In response to my colleague Legislator Montgomery, I am writing to request an update on the Sprout Brook Bridge & Aqueduct Road Pond Dam projects. Please be advised that an invitation to the NYS Department of Environmental Conservation Region 3 to attend will be extended as well.

Thank you for your attention to this request.

Attachment

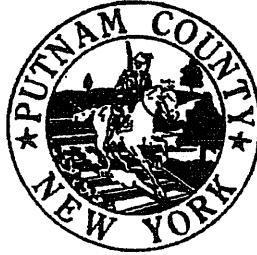
THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue

Carmel, New York 10512

(845) 808-1020 Fax (845) 808-1933

Amy E. Sayegh *Chairwoman*  
Greg E. Ellner *Deputy Chair*  
Diane Schonfeld *Clerk*

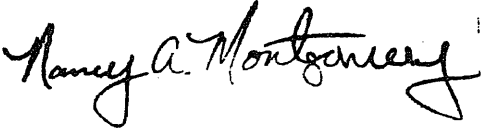


Nancy Montgomery	Dist. 1
William Gouldman	Dist. 2
Toni E. Addonizio	Dist. 3
Laura E. Russo	Dist. 4
Greg E. Ellner	Dist. 5
Paul E. Jonke	Dist. 6
Daniel G. Birmingham	Dist. 7
Amy E. Sayegh	Dist. 8
Erin L. Crowley	Dist. 9

**MEMORANDUM**

**DATE:** April 3, 2025

**TO:** Greg Ellner  
Chairman, Physical Services

**FROM:** Nancy Montgomery  
Legislator, District #1 

**RE:** Updates on Sprout Brook Bridge Project & Aqueduct Road Pond Dam

Respectfully, I request the April 14, 2025 Physical Services Committee Meeting agenda include an update on the Sprout Brook Bridge Project and the Aqueduct Road Pond Dam. Please invite Director of Soil & Water Neal Tomann, DPW Commissioner Thomas Feighery, and New York State Department of Environmental Conservation Region 3 PE Engineer Warren Shaw to speak to these projects.

Thank you for your attention to this request.

cc: all  
PNYS - 4/14/25  
Discussion  
# 4



**Putnam County  
Department of Planning, Development,  
and Public Transportation**

*www.putnamcountyny.com*

841 Fair Street  
Carmel, NY 10512

Phone: (845) 878-3480  
Fax: (845) 808-1948

Barbara Barosa  
Commissioner

**Memorandum**

To: Legislator Greg Ellner, Chair, Physical Services

From: Barbara Barosa, AICP, Commissioner *BB*

Date: April 4, 2025

The Agricultural and Farmland Protection Board (AFPB) has a scheduled meeting on Thursday, April 10, 2025, in order to appoint a Chair and make recommendations to the Legislature on the candidates to fill the two board member vacancies. I kindly request that you add this matter as an agenda item for the April 14, 2025 Physical Services subcommittee meeting. The recommendations will be forwarded after our April 10 meeting.

Thank you for your assistance.

Cc: Erin Crowley / Legislator - 9<sup>th</sup> District  
Patricia McLoughlin / Director, Real Property Tax Services  
Neal Tomann / Interim Manager, Soil & Water Conservation District

2025 APR - 7 AM 10: 57  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

JOHN TULLY  
Commissioner



*cc: all  
Phys  
4/14/25  
Reso*

KEVIN M. BYRNE  
County Executive

*Approval  
#5*

DEPARTMENT OF GENERAL SERVICES  
PURCHASING

**MEMORANDUM**

TO: Diane Schonfeld, Clerk, County Legislature

FROM: Alexis M. Hawley, Assistant Supervisor of Planning & Design *AMH*

CC: Thomas Feighery, Commissioner, Department of Public Works  
Joseph Bellucci, Deputy Commissioner, Department of Public Works  
Michael Lewis, Commissioner, Department of Finance

DATE: April 7, 2025

RE: Physical Services – 25CP02 – Programmatic Building Management Systems Upgrades

2025 APR - 7 PM 2: 15  
LEGISLATURE  
PUTNAM COUNTY  
CARNELI NY

Please approve the necessary resolution to authorize 25CP02 in an amount not to exceed \$162,000.

The Building Management Systems that run the mechanicals serving several of our critical operations facilities need to or will need to be upgraded due to impending obsolescence. The current systems are being phased out and will no longer be supported by the manufacturer within the next 18 months.

The systems will be programmatically upgraded based on available funding, priorities and needs. At this time, we are requesting funding to upgrade the Building Management Systems at the Correctional Facility and the Historic Courthouse. The Correctional Facility is completing a boiler replacement project and the timely upgrade of the Building Management System will ensure an optimal, efficient transition. The Historic Courthouse is one of the older systems whose system parts are, because of their age, more incompatible with modern replacements parts than the other locations. We are also requesting a 10% contingency to brace against unforeseen issues that may arise during the contracted work.

We respectfully request your consideration.

Thank you.



851 McLean Avenue, Yonkers, New York 10704 • P 914.776.6060 • F 914.776.2254 • www.richmarcontrols.com

March 17, 2025

Putnam County Department of Public Works  
842 Fair Street  
Carmel, New York 10512

Attention: Gary C. Redlon II

For: Putnam County Correctional Facility – Boiler Replacement – Controls Price

THE SCOPE OF THIS PRICE IS AS FOLLOWS:

We Propose to furnish new Schneider Electric EcoStruxure BMS Controls for the New Boilers as per shop drawings M-000 through M-601 dated 02/11/2025 and per the scope below, in accordance with OMNIA Contract No. 202300349. Pricing is in accordance with the OMNIA Partners Contract 202300349.

OUR BASE CONTROLS PRICE INCLUDES:

- Furnish and install a new AS-P network controller along with associated control components inside the existing to remain control panel.
- Furnish and install a new Master Boiler Controller to control and tie-in new replacement boilers into the existing BMS system.
- Provide (7) new immersion temperature sensors for each Boiler Supply, the bridge supply and return, main hot water supply and return.
- Provide (1) new combination temperature and humidity sensor for reading outside temperature and humidity reading, per the sequence of operations.
- Provide (1) new Damper Actuator for the outdoor air Louver.
- Provide current switches and relays for the (3) Hot water Pumps for pump status, start/stop, and pump speed function.
- Provide (3) new panel mounted selector switches, per the sequence of operations.
- Provide control wiring for the existing to remain differential pressure sensor as well as the control devices provided above.
- Provide control drawings of the newly installed BMS control system.
- Provide onsite startup and 1-year parts warranty

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**BASE CONTROLS PRICE**

**\$70,103.00**

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OUR BASE CONTROLS PRICE EXCLUDES:

- Installation of control valves, thermowells or taps
- Steam and water pressure gauges



- VFDs and motor starters
- Overtime
- All Power Wiring
- Standby Labor
- Sales Tax
- Modifications or Changes to controls of existing equipment not shown in the plans specified above

Price is Valid for 60 Days  
Terms: Net 30

Respectfully submitted by,

*Thomas J. Gorman Jr.*

Thomas J. Gorman, Jr.  
Richmar Controls & Service Company, Inc.  
President

Date of Acceptance:

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Accepted By Printed Name:

---

Accepted By Signature:

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# Richmar Controls & Service Company Inc.

851 McLean Avenue, Yonkers, New York 10704  
Tel (914) 776-6060 Fax (914) 776-2254

March 19<sup>th</sup>, 2025

Putnam County Correctional Facility  
3 County Ctr,  
Carmel, NY 10512

Attention: Mr. Gary C. Redlon, Putnam County Coordinator of Engineering Projects

Re: Putnam County Correctional Facility Andover Continuum to Schneider EcoStruxure Upgrade & Modernization

The sun is setting on the Andover Continuum front end software which was introduced in 1997. Though we do expect factory support for the existing Andover Continuum system for about (18) months, we recommend upgrading to the latest version of Schneider EcoStruxure (Schneider Electric owns Andover).

EcoStruxure is Schneider Electric's latest BMS offering. With a full line of IP based controllers, EcoStruxure is built for the internet with more robust features, greater flexibility and the latest in cyber security. Operators can securely log-in to the system using any smartphone, tablet or PC/Laptop and the BMS automatically re-sizes the graphics based on the device which someone is logged in with. It also has the capability to go out on the Internet to control web enabled 'smart' devices like thermostats, refrigerators, light switches or to retrieve web available weather or other information.

Richmar Controls proposes to upgrade the existing Andover Continuum system to the latest version of Schneider EcoStruxure which is the eventual upgrade path for all Andover Continuum systems. The work is estimated to take about 3 man/weeks and will consist of the following:

All work is to be done by Richmar technicians during regular working hours.

This control work is guaranteed to be free from defects in workmanship and material for a period of one (1) year after job completion.

**Putnam County Correctional Facility EcoStruxure Upgrade Price ..... \$45,684.00**  
(Pricing is in accordance with the OMNIA Partners contract 202300349)





**RICHMAR CONTROLS AND SERVICE COMPANY INC.**  
**Putnam County Correctional Facility Andover Continuum to Schneider EcoStruxure Upgrade - cont'd**

**OUR BASE PRICE INCLUDES:**

- Install (1) new Dell PC with Windows 11
- Install (1) EcoStruxure Work Station Pro BMS software with programming capability
- Replace (1) existing Master Net Controller with (1) new IP based (Ethernet-CAT 5/6) AS-P automation server
- Convert all Continuum programming to work on the new EcoStruxure platform
- Re-map points from all BACnet, Lon or other integrated 3<sup>rd</sup> party systems
- Re-draw all graphics from scratch, (existing graphics are not compatible with new system)
- Software conversion and checkout to ensure proper operation after conversion
- Operator Training

**OUR BASE PRICE EXCLUDES:**

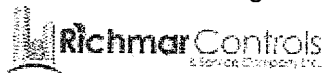
- Sales Tax
- Overtime labor
- Existing CAT 5/6 Ethernet communication wiring to be reused. Any new CAT 5/6 Ethernet cabling from location of existing master controllers to customer's network switches is excluded.

**This pricing is good for 90 days**  
**Payment Terms: 30 Days**

Respectfully submitted by,

*Luis A. Cruz*

Luis A. Cruz  
Service Manager



Date of acceptance: \_\_\_\_\_

Accepted by: \_\_\_\_\_

For: Putnam County Correctional Facility Schneider EcoStruxure Upgrade

**Physical Services Meeting**  
**April 14, 2025**  
**Item #6.**

**Cell Tower- Town of Carmel TM #64.14-1-8 a/k/a The Putnam County Golf Course/ Commissioner of Planning, Development and Public Transportation  
Barbara Barosa**

cc: all  
phys  
Reso  
4/14/2025

Approval  
#6a.

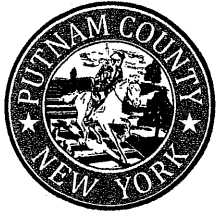
**Diane Schonfeld**

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**From:** Barbara Barosa  
**Sent:** Monday, April 7, 2025 9:25 AM  
**To:** Diane Schonfeld; Diane Trabulsy  
**Cc:** Thomas Lannon; Andrew Negro; County Executive  
**Subject:** Resolution - SEQR Negative Declaration, Monroe Balancing and Lease Approval, Golf Course Tower  
**Attachments:** NegDec - Airport Park Radio Tower.docx; Reso Golf Course Tower 4-3-2025 (4).docx; 7822 MAHOPAC AIRPORT S-1 FINAL 4-21-2023.pdf; 7822 Putnam County Access Easement.d1.docx; 7822 Putnam County Lease Area.d1.docx; NY187B\_Airport Rd ZD's 02-14-25 V3 Stamped.pdf; Homeland Towers Mahopac Airport Visual Report Optimized.pdf

Attached please find a proposed Resolution for the SEQR Negative Declaration, Monroe Balancing and Lease Approval for the Wireless Telecommunications facility proposed at the Putnam County Golf Course along with supporting documentation. I respectfully request that this matter be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,  
Barbara



**Barbara Barosa, AICP**  
Commissioner • Department of Planning, Development & Public Transportation •  
**PHONE | 845.878-3480 • WEBSITE | [PUTNAMCOUNTYNY.COM](http://PUTNAMCOUNTYNY.COM)**  
PUTNAM COUNTY NEW YORK GOVERNMENT  
**"Empowering Putnam County through dedicated service."**

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ADOPTION SEQRA NEGATIVE DECLARATION/APPROVAL LEASE AGREEMENT/  
APPROVAL LAND USE ZONING EXEMPTION FOR THE FACILITY/CELL TOWER  
TOWN OF CARMEL TM # 64.14-1-8

WHEREAS, the County of Putnam is the owner of the property located at 161 Hill Street, Mahopac, New York a/k/a Town of Carmel TM# 64.14-1-8 a/k/a the Putnam County Golf Course (the "Property"); and

WHEREAS, the County desires to use a minor portion of the Property for the installation of a 160 foot cellular tower designed to resemble a tree, with the associated equipment shelter, backup generators and telecommunications equipment; and

WHEREAS, Homeland Towers, LLC (hereinafter "Homeland"), desires to use a portion of the Property to install the support structure and compound area necessary to accommodate the emergency telecommunications coverage needs of various County Emergency Service Departments, in addition to providing the capacity for the collocation of private public utility wireless communications facilities in order to close significant gaps in reliable wireless service that exist in the vicinity of the Property within the County and avoid the proliferation of towers; and

WHEREAS, the County and Homeland desire to enter into a public-private partnership by entering into a lease agreement (hereinafter the "Agreement"), a copy of which is attached hereto as Schedule "A" for the purpose of constructing a 160 foot tower and supporting equipment (the "Facility"), with County emergency service antennas and which shall provide for the collocation of commercial wireless communication facilities including antennas and related equipment on the Facility all of which shall be situated on or within a 2,611 (apx.) square foot lease parcel; and

WHEREAS, the County Executive, pursuant to the authority granted under Section 31-22 of the Putnam County Code, has entered into negotiations with Homeland regarding the Agreement; and

WHEREAS, pursuant to Section 31-22 of the Putnam County Code, the County Executive has requested that the Putnam County Legislature approve the Agreement; and

WHEREAS, the Facility will provide and facilitate wireless telecommunication services essential for responding to accidents, natural disasters and for reporting medical emergencies and other dangers such as potential criminal activity; and

WHEREAS, the Agreement between the County and Homeland is for surplus County property not presently being utilized by the County and not anticipated to be needed by the County over the term of the Agreement other than for the placement of County antennas and equipment at the Facility; and

WHEREAS, the installation of a wireless communications facility and the approval of lease agreement thereof has been determined to be a SEQRA Unlisted Action in accordance with the 6 NYCRR Part 617; and

WHEREAS, in accordance with the requirements of SEQRA, a full Environmental Assessment form ("EAF"), along with a natural resources inventory including wetlands and endangered species, a Federal Aviation Administration ("FAA") aeronautical evaluation, an

antenna site Federal Communications Commission (“FCC”) RF justification report, and a visual resource evaluation were prepared to describe the potential environmental impacts associated with the project; and

WHEREAS, that unless otherwise objected to, the Putnam County Legislature previously declared, pursuant to Resolution #322 of 2024, their intent to serve as “lead agency” in accordance with 6 NYCRR Part 617.2; and

WHEREAS, the Putnam County Department of Planning on behalf of the Putnam County Legislature, circulated said notice to serve as lead agency along with the full EAF and above noted supporting documentation to all involved and/ or interested agencies on December 20, 2024 for the required minimum thirty (30) day period; and

WHEREAS, the Putnam County Legislature has received no objection with respect to its intent to act as lead agency with respect to the implementation of SEQRA, and therefore, assumes Lead Agency status herein with respect to this project; and

WHEREAS, based upon a careful review of the action as a whole, of the EAF, supporting documents and of the criteria set forth in 6 NYCRR Part 617.7(c), and after considering all of the public input that has been received, as well as concerns received from other involved and/or interested agencies which have been addressed and/or mitigated, the Putnam County Legislature, as Lead Agency, has determined that the project will not result in any significant adverse environmental impacts; and

WHEREAS, it is recognized under New York State Law that counties are accorded certain “immunity” from local zoning regulations; and

WHEREAS, the leading New York Court of Appeals decision, Matter of County of Monroe v City of Rochester, 72 N.Y. 2d 338, 533 N.Y.S. 2d 702 (“Monroe”), establishes the balancing of the interests” approach for determining whether a project should be accorded immunity from local zoning regulations; and

WHEREAS, Monroe permits the County to determine whether or not it is in the public interest to subject a particular project serving governmental interests to local zoning; and

WHEREAS, Monroe discusses the following nine (9) factors for consideration when balancing the interest of the public and the governmental entity:

- 1) The nature and scope of the instrumentality seeking immunity;
- 2) The encroaching governmental entity’s legislative grant of authority;
- 3) The kind of function or land use involved;
- 4) The effect local land use regulation would have upon the enterprise concerned;
- 5) Alternative locations for the facility in less restrictive zoning areas;
- 6) The impact upon legitimate local interest;
- 7) Alternative methods of providing the proposed improvement;
- 8) The extent of the public interest to be served by the improvements; and
- 9) The intergovernmental participation in the project development process and an opportunity to be heard; and

WHEREAS, the County has analyzed each of the foregoing considerations to determine whether the Facility should be exempt from the local municipal zoning regulations and has determined that the Facility as proposed, should be exempt from such zoning regulations; now therefore be it

RESOLVED, that after duly noticed public hearings upon the evidence adduced there as, it is found and determined that based upon a review of the foregoing considerations, the Putnam County Legislature has adopted the following findings of fact:

- 1) Pursuant to Section 3 of New York State County Law, the County is a municipal corporation of the State of New York. Among other things, the County provides emergency and public safety protection to its residents. For example, the County operates an EMS department pursuant to Section 223-b of New York State County Law and a Sheriff's department pursuant to Article 17 of New York State County Law. Such departments rely heavily on wireless communications to protect the public health, safety and welfare. Reliable wireless communications are a critical resource that is necessary for the County to provide emergency and public safety protection. Therefore, the County is purely public in nature and is a governmental entity that provides an essential public service.
- 2) The Facility will be located within the municipal border of the Town of Carmel (the "Town") and within the County of Putnam. Under Section 31-22 of the Putnam County Code, the County has authority to lease surplus County owned lands. Pursuant to Section 3 of the New York State County Law, the County is a municipal corporation comprising the inhabitants within its boundaries and formed for the purpose of exercising such powers and discharging such duties of local government and administration of public affairs as may be imposed or conferred upon it by law.
- 3) The function or land use that is contemplated by the County under the lease agreement is a wireless communications facility (the "Facility"). The Facility will consist of a 160-foot tower and compound to support the communication needs of various County departments and to provide for the collocation of antennas operated by wireless public utility telecommunications service providers. Such collocation opportunities will decrease the proliferation of towers. The Facility will serve the public interest in that it allows the County public service and emergency service entities the ability to effectively communicate through the County's wireless systems. The Facility will also offer the general public and the County emergency service entities a wireless communications alternative particularly well suited for responding to accidents, natural disasters and for reporting medical emergencies and other dangers such as potential criminal activity. The County notes that federally licensed wireless services such as Verizon Wireless, have been deemed to be essential public services by both New York State and Federal Courts. See *Cellular One v. Rosenberg*, 82 NY2d 364 (1993), and *Cellular Telephone Company v. Town of Oyster Bay*, 166 V.3d 490 (2d Cir. 1999).
- 4) Imposing local land use regulations on the proposed Facility would have the effect of unreasonably delaying an essential public need for immediate and effective

emergency response and reliable wireless communications. It is the public policy of the United States “to make available so far as possible, to all people of the United States a rapid, efficient, nationwide and world-wide wire and radio communication service with adequate facilities at reasonable charges, for the purpose of national defense, for the purpose of promoting safety of life and property through the use of wire and radio communication...[.]” 47 U.S.C §151. The project will also further the goals and objectives established by Congress under the federal Telecommunications Act of 1996. The federal Telecommunications Act of 1996 is “an unusually important legislative enactment,” establishing national public policy in favor of encouraging “rapid deployment of new telecommunications technologies (emphasis supplied).” *Reno v. ACLU*, 521 U.S. 844, 17 S. Ct.2329, 2337-38, 138 L.Ed.2d 874 (1997). The federal Telecommunications Act of 1996 builds upon the regulatory framework for commercial mobile (radio) services which Congress established in 1993. Indeed, since 1993, it has been the policy of the United States “to foster the growth and development of mobile services that, by their nature, operate without regard to state lines as an integral part of the national telecommunication infrastructure.” H.R. Rep. No. 103-111, 103d Cong., 1<sup>st</sup> sess 260 (1993) (emphasis added). In 1999, Pub. L 106-81, 113 Stat. 1286 (the “911 Act”). The “911 Act” empowered the FCC to develop the regulations to make wireless 911 services available to all Americans. The express purpose of the Act, as articulate by Congress, was “to encourage and facilitate the prompt deployment throughout the United State of seamless, ubiquitous, and reliable end-to-end infrastructure for communications, including wireless communications, to meet the Nation’s public safety and other communications need” (emphasis added).

5) There are no alterative locations for the Facility in less restrictive zoning areas as detailed in the alternative site analysis as such facilities are permitted in all Town zoning districts by conditional use permit. Moreover, the proposed location for the Facility at the subject Property is ideal in order to minimize aesthetic impacts to the greatest extent feasible based on the large size of the property and distance from neighboring uses, as demonstrated by the Visual Resource Evaluation. The Property already supports municipal operations and therefore, the location of the Facility on County property will not be detrimental to the community. By controlling the location of the Facility on County property, the County can ensure that there is adequate infrastructure in place for the location of emergency communication antennas, while controlling the proliferation of new towers. Moreover, the Facility is part of an overall County wide wireless communications network. The location of the Facility fits within the existing County wide network and remedies gaps in service that currently hamper emergency services communications.

6) The Facility will not have an adverse environmental or other impact on the public because the Facility will be sited on a wooded area of the Property. The Facility will benefit the public interest by providing essential services and by producing revenue for the County, while also providing critical infrastructure for County emergency wireless

communications and public utility commercial wireless services and will be sited to minimize any potential adverse environmental impacts. The Facility will comply with all structural standards and will not adversely affect the health, safety or general welfare of the public. The Facility will not cause any harmful interference with the frequencies of any radio, television, telephone or other uses. The Facility will have no impact on pedestrian or vehicular traffic since the proposed use is unmanned requiring infrequent maintenance visits of approximately one per month. The Facility will not produce any smoke, gas, odor, heat, dust, noise above ambient levels, fumes, vibrations or flashing lights; the Facility will not generate solid waste, wastewater or sewage, will not require water supply or waste disposal, and will not attract insects, vermin or other vectors. Any human exposure to electromagnetic energy from the Facility even under "worst case" conditions, will be several orders of magnitude below the exposure limits established by the FCC, the American National Standards Institute, the Institute of Electronic and Electrical Engineers, the National Council on Radiation Protection and Measurements, and the New York State Department of Health. The Facility will not impact any wetlands and will not be located within any wetland buffers.

- 7) Due to the topography of the County, the proposed height of the Facility is necessary to provide reliable wireless communications services in the local area and support collocation thereby discouraging the proliferation of towers.
- 8) The Facility will protect and promote the public interest in that it will serve and benefit the entire community by providing the infrastructure necessary to offer the public wireless telecommunications services essential for protecting public health, safety, and welfare, including the provision of enhance 911 services.
- 9) The zoning exemption contemplated by this resolution shall apply and extend to the commercial public utility antennas and related equipment located on or associated with the Facility consistent with the decision of the New York State Court of Appeals in the Matter of Crown Communication New York Inc., 4 N.Y.3d 159.
- 10) The Agreement is for County land that will not be required by the County over the term of the Agreement except to the extent that the County will place its antennas and equipment at the Facility. The County will benefit from the Agreement revenue as well as the ability to place its antennas and equipment on the Facility. Moreover, the public private partnership will result in the County not being required to expend significant resources to construct and maintain the necessary tower and supporting infrastructure.
- 11) The County Legislature has reviewed the Agreement and has conducted a public hearing. All Involved/ Interested Agencies, including the Town in which the Facility is located, have been notified of the proposal and offered the opportunity to comment; and be it further



RESOLVED, that the Putnam County Legislature designates itself as “Lead Agency” in this matter, as defined in 6 NYCRR Part 617.2(u); and be it further

RESOLVED, that the Putnam County Legislature as “Lead Agency”; hereby determines that the project will not have any significant adverse environmental impacts; and be it further

RESOLVED, that a Draft Environmental Impact Statement will not be prepared; and be it further

RESOLVED, that the Putnam County Legislature, as “Lead Agency” hereby issues a Negative Declaration in connection with the project, a copy of which is attached hereto as Schedule “B”, and be it further

RESOLVED, that the lease premises are surplus space owned by the County; and be it further

RESOLVED, that the Putnam County Legislature approves the Agreement between the County and Homeland, in the form attached hereto and made a part hereof as Schedule “A”, and that the Putnam County Executive is authorized to execute said Agreement, and be it further

RESOLVED, that the Agreement shall be subject to and conditioned upon the County obtaining the requisite waiver of the right of first refusal held by the New York City Department of Environmental Protection, as same is contained in Restrictive Covenant No. 4 in the certain deed recorded in Liber 1647 at Page 280, in the Office of the Putnam County Clerk, and be it further

RESOLVED, that the Agreement shall be further subject to and conditioned upon the County obtaining all necessary and required legislation and approvals as may be required for the alienation of public parkland in connection with the Facility; and be it further

RESOLVED, that the County Attorney is authorized to take whatever legal action is necessary to effectuate the Agreement between the County and Homeland in the manner approved herein; and be it further

RESOLVED, that based upon the foregoing balancing of interest, it is not in the public interest to subject the Facility to local zoning land use regulations.

**State Environmental Quality Review  
NEGATIVE DECLARATION  
Notice of Determination of Non-Significance**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Putnam County Legislature, acting as Lead Agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** Lease Agreement/ Approval of Land Use Exemption for Facility/ Cell Tower

**SEQRA Status:**  Type I  
 Unlisted Action

**Conditioned Negative Declaration:**  Yes  
 No

**Coordinated Review:**  Yes  
 No

**Description of Action:** The Putnam County Legislature is considering the approval of a lease agreement (hereinafter the "Agreement") that would establish a public-private partnership between County and Homeland Towers, LLC for the purpose of constructing a 160 foot tower and supporting equipment (the "Facility"), with County emergency service antennas and which shall provide for the collocation of commercial wireless communication facilities including antennas and related equipment on the Facility all of which shall be situated on or within a 2611 (apx.) square foot lease parcel.

**Location:** The proposed project is located at the Putnam County Golf Course, 161 Hill Street in the Town of Carmel, County of Putnam, New York.

**Reasons Supporting This Determination:** The Putnam County Legislature has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c), and found that:

- 1.) The proposed action will not result in a substantial adverse change in the existing air quality, traffic or noise levels, or subsurface water quality or quantity, or a substantial increase in solid waste production.

*Based on concerns raised by NYCDEP for the proposed project to increase impervious surfaces at the Putnam County Golf Course, Homeland Towers has revised the plans to minimize impervious surfaces to the maximum extent practicable. The revised plans propose a reduction in impervious surfaces by building on five (5) platforms with 24"*

*diameter concrete piers of 63 square feet and an eight (8) square foot pier monopole foundation with 64 square feet impervious surfaces. No other impervious surfaces would be added, and the proposed project is expected to minimally increase impervious surfaces (total 127 square feet). Additionally, Putnam County plans to submit a plan to NYCDEP to further reduce existing impervious surfaces on the property to come into compliance with NYCDEP's restrictive covenant. Therefore, the proposed project is not expected to result in any adverse air quality, noise or traffic impacts, or to result in any changes to the site's subsurface water quality or quantity or result in any solid waste production.*

- 2.) The proposed action will not result in the removal; or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impact a significant habitat area; result in substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such species; and will not result in other significant adverse impacts to natural resources.

*The proposed project would not require the removal of large quantities of vegetation, impact a significant habitat area and therefore is not expected to result in any significant adverse impacts to natural resources.*

- 3.) The proposed action will not result in the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to 6NYCRR Part 617.14(g).

*The proposed action is not expected to occur near any Critical Environmental Areas; therefore, no impacts will occur.*

- 4.) The proposed action will not result in a material conflict with the Town's officially approved or adopted plans or goals.

*The proposed action is compliant with the Town of Carmel's Comprehensive Plan and zoning requirements.*

- 5.) The proposed project will not result in the impairment of the character or quality of important historical, archaeological, architectural, aesthetic resources, or the existing character of the community or neighborhood.

*The proposed wireless facilities are located proximate to the Hill Agor House, which the NY State Historic Preservation Office (SHPO) has been deemed eligible for listing on the State Register of Historic Places. The proposed project will not directly impact this historic structure, but it has been determined that the proposed tower may result in adverse visual effects. Homeland Towers and SHPO are finalizing a plan that is expected to mitigate any potential adverse visual impacts that might be caused to the Hill Agor House; therefore, the proposed action is not expected to result in adverse archeological or historic impacts.*

- 6.) The proposed action will not result in a major change in the use of either the quantity or type of energy.

*The proposed project, once constructed, will not require any major energy usage.*

- 7.) The proposed project will not create a hazard to human health.

*The proposed project will not result in any adverse impacts to human health.*

- 8.) The proposed action will not create a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.

*The proposed project will not create any substantial changes in land use at the site.*

- 9.) The proposed action will not encourage or attract a large number of people to a place or place for more than a few days, compared to the number of people who would come to such place absent the action.

*The proposed project will not result in any large gatherings at the site.*

- 10.) The proposed action will not create a material demand for other actions that would result in one of the above consequences.

*The proposed project will not result in any additional material demand.*

- 11.) The proposed action will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.

*The proposed project will not result in any adverse impacts to the environment.*

- 12.) When analyzed with two or more related action, the proposed action will not have a significant impact on the environment and when considered cumulatively, will not meet one or more of the criteria under 6 NYCRR 617.7(c).

*The proposed project will not result in any adverse cumulative impacts to the environment.*

- 13.) The Putnam County Legislature has considered reasonably related long-term, short-term, direct and indirect cumulative impacts, including simultaneous or subsequent actions.

*The proposed project will not result in any long-term, short-term, direct or indirect cumulative impacts.*

**This notice is being filed with:**

New York State Department of Environmental Conservation. Attn: Regional Director  
21 South Putt Corners  
New Paltz, NY 12561

New York State Department of Environmental Conservation. Attn: Commissioner  
625 Broadway  
Albany, NY 12233

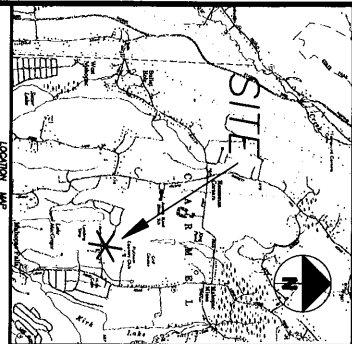
New York State Division for Historic Preservation  
Peebles Island State Park  
P.O. Box 189  
Waterford, NY 12188-0189

New York City Department of Environmental Protection, SEQR Review Unit  
465 Columbus Avenue  
Valhalla, NY 10595

Town of Carmel, Supervisor's Office  
60 McAlpin Avenue,  
Mahopac, NY 10541

Putnam County Department of Planning, Development & Transportation  
841 Fair Street  
Carmel, NY 10512

Putnam County Department of Highways & Facilities  
842 Fair Street  
Carmel, NY 10512



PROPOSED  
P.O.B. AREA  
LAT: 41°38'22"  
LONG: 74°27'12"  
GROUND ELEV: 72.0

ISSUE  
DATE  
COUNTY OF PUTNAM  
40 GLENDALE AVE  
CORNELL, NY 14853  
AREA: 1.033 ACRES ±

64 104.3  
COUNTY OF PUTNAM  
40 GLENDALE AVE  
CORNELL, NY 14853

**LEGEND**

---	Boundary Line
---	County Plat Parcel Line
---	1981 Plat Description/Reference No. 1
---	64 104.3
---	County Plat Parcel ID Number
---	P.O.B.
---	Point of Beginning

**SURVEY NOTES**

1. THE FIELD SURVEY WAS CONDUCTED ON APRIL 10, 2003.

2. THE PROPERTY IS LOCATED IN THE ZONING DISTRICT OF R-1 (RESIDENTIAL).

3. ALL UNDERLYING UTILITIES AND RECORDS WERE RESEARCHED AND FOUND TO BE CORRECT.

4. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.

5. THE PROPERTY IS LOCATED IN THE ZONING DISTRICT OF R-1 (RESIDENTIAL).

6. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.

7. THE PROPERTY IS LOCATED IN THE ZONING DISTRICT OF R-1 (RESIDENTIAL).

8. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.

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12. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.

13. THE PROPERTY IS LOCATED IN THE ZONING DISTRICT OF R-1 (RESIDENTIAL).

14. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.

15. THE PROPERTY IS LOCATED IN THE ZONING DISTRICT OF R-1 (RESIDENTIAL).

16. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.

17. THE PROPERTY IS LOCATED IN THE ZONING DISTRICT OF R-1 (RESIDENTIAL).

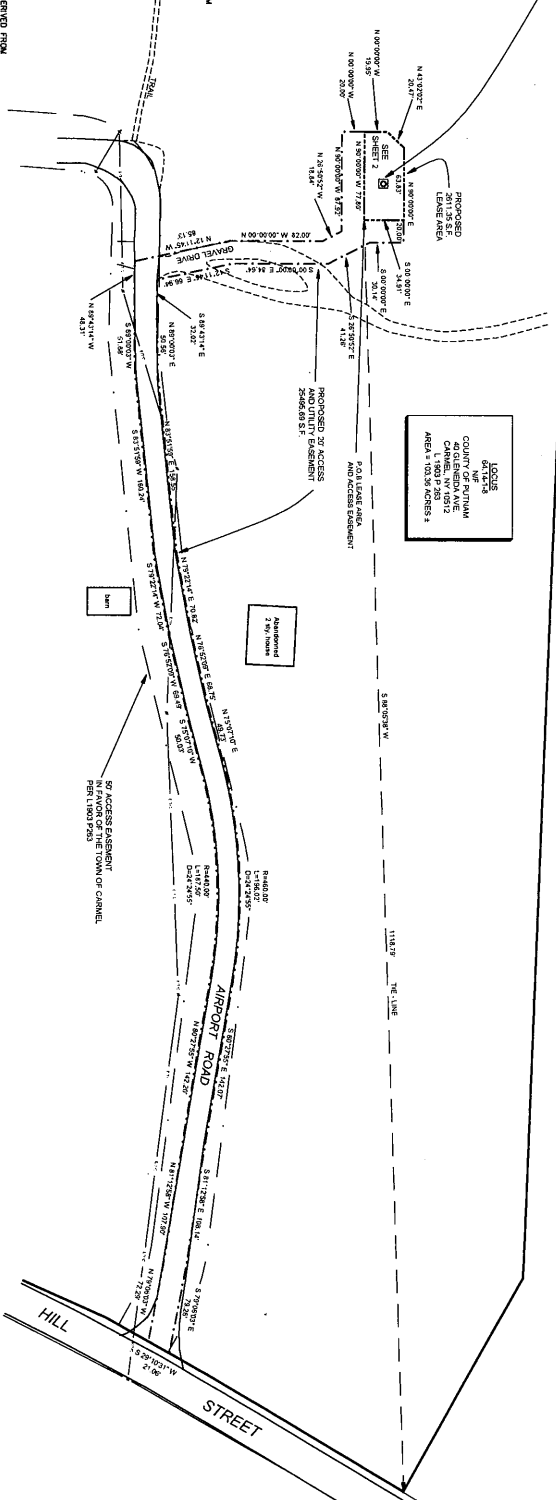
18. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.

19. THE PROPERTY IS LOCATED IN THE ZONING DISTRICT OF R-1 (RESIDENTIAL).

20. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.

**SITE SPECIFIC NOTES.**

1. FIELD SURVEY DATE: APRIL 10, 2003
2. HORIZONTAL DATUM: NAD 83 (NAD83)
3. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88)
4. OWNER: [Name]
5. SITE NUMBER: [Number]
6. SITE ADDRESS: [Address]
7. APPLICANT: [Name]
8. JURISDICTION: [County/Town]
9. TAX ID: [Number]
10. DEED REFERENCE: [Reference]
11. ZONING DISTRICT: R-1 - RESIDENTIAL DISTRICT
12. THE HORIZONTAL DATUM AND VERTICAL DATUM WERE DERIVED FROM A DUAL FREQUENCY GPS SURVEY.
13. ALL UNDERLYING UTILITIES AND RECORDS WERE RESEARCHED AND FOUND TO BE CORRECT.
14. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.
15. THE PROPERTY IS LOCATED IN THE ZONING DISTRICT OF R-1 (RESIDENTIAL).
16. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.
17. THE PROPERTY IS LOCATED IN THE ZONING DISTRICT OF R-1 (RESIDENTIAL).
18. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.
19. THE PROPERTY IS LOCATED IN THE ZONING DISTRICT OF R-1 (RESIDENTIAL).
20. THE PROPERTY IS LOCATED IN THE TOWN OF CAMEL, COUNTY OF PUTNAM, STATE OF NEW YORK.



Proposed Access Easement Plan  
Premises of  
**Putnam County**  
L 1903 P 263  
Town of Camel, County of Putnam  
State of New York



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20



**LAWSON SURVEYING & MAPPING**  
Boundary - Topographic - Control - Information - Construction - E.L. - Subdivision - G.P.S.  
466 Route Highway 7, Suite 1, P.O. Box 1996 60800, New York 13820  
Phone: (607) 486-8300  
Fax: (607) 486-8301  
Website: www.lawsonsurvey.com Email: info@lawsonsurvey.com

No.	Date	Description
1	3/17/2007	Added Title - One

April 21, 2023

**DESCRIPTION**  
*Proposed Access Easement*

All that tract or parcel of land being a Proposed Access Easement situate in the Town of Carmel, County of Putnam and State of New York; being bounded and described as follows:

Beginning at the southeast corner of said Proposed Lease Area described herein, said point being South 88°05'38" West 1118.79 feet from the northeast corner of lands of Putnam County (L 1903 P 263); running thence along the bounds of said Proposed Access Easement, through the lands of Putnam County (L 1903, P 263), the following thirty courses and distances:

- 1) North 00°00'00" West 34.91 feet along the easterly bounds of a Proposed Lease Area;
- 2) North 90°00'00" East 20.00 feet;
- 3) South 00°00'00" East 30.14 feet;
- 4) South 26°50'52" East 41.26 feet;
- 5) South 00°00'00" East 84.64 feet;
- 6) South 12°11'45" East 66.94 feet;
- 7) South 89°43'14" East 32.02 feet;
- 8) North 89°00'03" East 50.56 feet;
- 9) North 83°51'59" East 158.55 feet;
- 10) North 79°22'14" East 70.82 feet;
- 11) North 76°52'09" East 68.75 feet;
- 12) North 75°07'10" East 49.73 feet;
- 13) on a curve to the right, having a radius of 460.00', an arc length of 196.02', and a delta angle of 24°24'55";
- 14) South 80°27'55" East 142.07 feet;
- 15) South 81°12'58" East 108.14 feet;
- 16) South 79°06'03" East 79.26 feet to a point on the westerly bounds of Hill Street;
- 17) South 29°10'31" West 21.06 feet along the westerly bounds of Hill Street;
- 18) North 79°06'03" West 72.29 feet

19) North 81°12'58" West 107.90 feet;

20) North 80°27'55" West 142.20 feet;

21) thence with a curve to the left, having a radius of 440.00', an arc length of 187.50', and a delta angle of 24°24'55";

22) South 75°07'10" West 50.03 feet;

23) South 76°52'09" West 69.49 feet;

24) South 79°22'14" West 72.04 feet;

25) South 83°51'59" West 160.24 feet;

26) South 89°00'03" West 51.68 feet;

27) North 89°43'14" West 48.31 feet;

28) North 12°11'45" West 85.13 feet;

29) North 00°00'00" West 82.00 feet;

30) North 26°50'52" West 41.26 feet;

31) North 26°50'52" West 18.84 feet;

32) North 90°00'00" West 87.92 feet;

33) North 00°00'00" West 20.00 feet;

34) North 90°00'00" East 77.80 feet; along the southerly bounds of a Proposed Lease Area

to the point of beginning. Having an area of 25495.69 square feet, or 0.585 acres of land more or less.

Bearings refer to True North.

Reference is hereby made to a map entitled AProposed Access Easement Plan of Premises of Putnam County@...@, dated April 10, 2023, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.



April 21, 2023

**DESCRIPTION**  
*Proposed Lease Area*

All that tract or parcel of land being a Proposed Lease Area situate in the Town of Carmel, County of Putnam and State of New York; being bounded and described as follows:

Beginning at the southeast corner of said Proposed Lease Area described herein, said point being South 88°05'38" West 1118.79 feet from the northeast corner of lands of Putnam County (L 1903 P 263); running thence along the bounds of said Proposed Lease Area, through the lands of Putnam County (L 1903, P 263), the following five courses and distances:

- 1) North 90°00'00" West 77.80 feet along the northerly bounds of a Proposed Access Easement;
- 2) North 00°00'00" West 19.95 feet;
- 3) North 43°02'02" East 20.47 feet;
- 4) North 90°00'00" East 63.83 feet;
- 5) South 00°00'00" East 34.91 feet along the easterly bounds of a Proposed Access Easement

to the point of beginning. Having an area of 2611.35 square feet, or 0.060 acres of land.

Bearings refer to True North.

Reference is hereby made to a map entitled AProposed Access Easement Plan of Premises of Putnam County@...@, dated April 10, 2023, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.

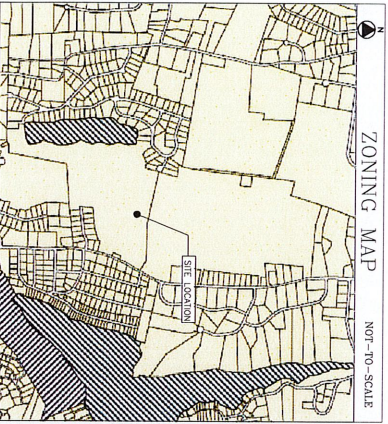
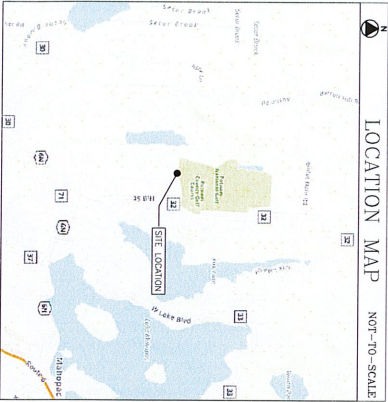


HOMELAND TOWERS SITE ID:  
 NY187B - MAHOPAC AIRPORT

161 HILL ST.  
 AIRPORT RD.  
 MAHOPAC, NY 10541  
 TOWN OF CARMEL

**PROJECT DESCRIPTION**

- INSTALLATION OF A 160 FT. MONOPOLE/TOWER WITHIN A FENCED-IN, EXISTING SITE
- EXISTING SITE ACCESS AND PARKING TO BE USED
- INSTALLATION OF VERIZON OUTDOOR EQUIPMENT CABINETS AND A DIESEL FUELED STANDBY GENERATOR ON A STEEL PLATFORM WITH ANTENNAS/APPURTENANCES AT 146 FT. ON THE STRUCTURE
- ELECTRICAL AND CABLE TRAYS TO BE INSTALLED IN THE GROUND FROM EXISTING UTILITY DEVIATION POINTS ON-SITE TO EQUIPMENT COMPOUND



**PROJECT SUMMARY**

SITE ID:	NY187B MAHOPAC AIRPORT
SITE ADDRESS:	161 HILL ST. AIRPORT RD. MAHOPAC, NY 10541
PROPERTY OWNER:	COUNTY OF PUTNAM CARMEL, NY 10512
PARCEL ID:	64121-13
ZONING:	R - RESIDENTIAL
TOWER COORDINATES:	41.3858944 -73.768925000
GROUND ELEVATION:	727 FT. AMSL
APPLICANT:	HOMELAND TOWERS 9 HARMONY ST., 2ND FL. DANBURY, CT 06810

**DRAWING SCHEDULE**

SHEET NO.	TITLE SHEET	SHEET DESCRIPTION
T-1	SITE PLAN	
C-1	EMBRAGED SITE PLAN	
C-2	SITE GRADING PLAN	
C-3	SITE GRADING PLAN, COMPOUND PLAN & ELEVATION	
C-4	CIVIL NOTES & DETAILS	
C-5	FENCE & SIGN. DETAILS	
W-1	VERIZON EQUIPMENT PLAN & DETAILS	
W-2	VERIZON ANTENNA PLAN & EQUIP. SPECS	

HOMELAND  
 9 Harmony Street, 2nd Floor  
 Danbury, CT 06810

NEW YORK SIGNALING PARTNERSHIP  
 dba, VERIZON WIRELESS  
 145 CENTROCK ROAD  
 WEST NY, NY 10994

On Air Engineering, LLC  
 88 Fidelity Food Road  
 Cold Spring, NY 10516  
 4800 Westchester Avenue  
 201-464-6428

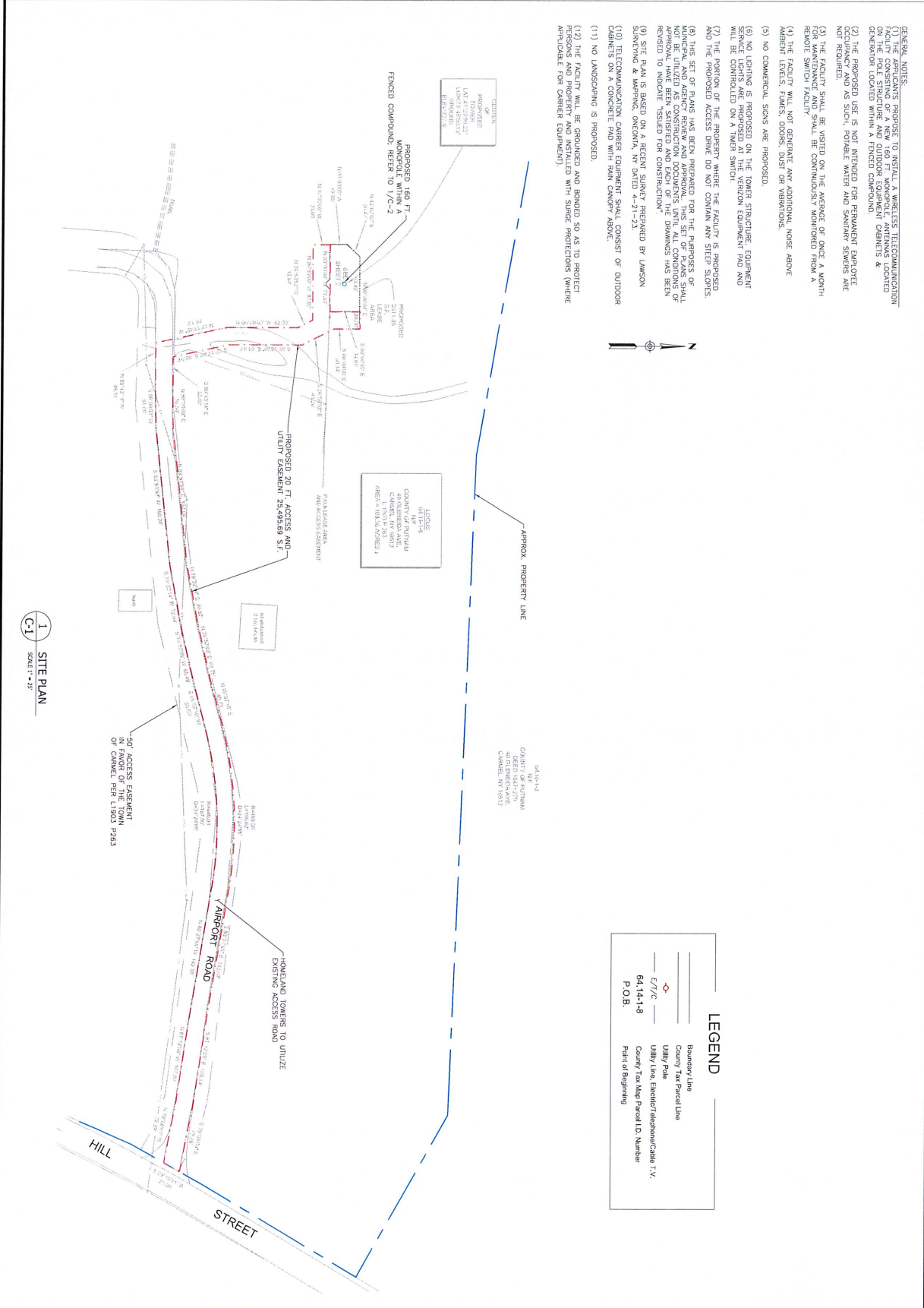
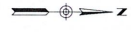
DAVID WENZEL, PE  
 No. 122231

NO.	DATE	REVISIONS
1	02/28/24	REVISION FOR CLIENT COMMENTS
2	02/21/24	REVISION FOR CLIENT COMMENTS
3	02/12/24	REVISION FOR CLIENT COMMENTS

PROJECT ADDRESS:	161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL
DRAWING TITLE:	TITLE SHEET
SHEET NUMBER:	T-1
DRAWN BY:	AS
CHECKED BY:	DW
HOMELAND TOWERS SITE ID:	NY187B
MAHOPAC AIRPORT	
VERIZON SITE NAME:	MAHOPAC

GENERAL NOTES:  
 (1) THE FACILITY SHALL BE PROPOSED TO INSTALL A WIRELESS TELECOMMUNICATION FACILITY CONSISTING OF A NEW 160 FT. MONOPOLE TELECOMMUNICATIONS TOWER ON THE POLE STRUCTURE AND OUTDOOR EQUIPMENT CABINETS & ANTENNAS LOCATED WITHIN A FENCED COMPOUND.  
 (2) THE PROPOSED USE IS NOT INTENDED FOR PERMANENT EMPLOYEE OR RESIDENTIAL USE AS SUCH, FOUNTAIN WATER AND SANITARY SEWERS ARE NOT REQUIRED.  
 (3) THE FACILITY SHALL BE INSTALLED ON THE AVERAGE OF ONE A MONTH FOR MAINTENANCE AND SHALL BE CONTINUOUSLY MONITORED FROM A REMOTE SWITCH FACILITY.  
 (4) THE FACILITY WILL NOT GENERATE ANY ADDITIONAL NOISE ABOVE AMBIENT LEVELS, FLAMES, ODORS, DUST OR VIBRATIONS.  
 (5) NO COMMERCIAL SIGNS ARE PROPOSED.  
 (6) NO LIGHTING IS PROPOSED ON THE TOWER STRUCTURE. EQUIPMENT SERVICE LIGHTS ARE PROPOSED AT THE TOWER EQUIPMENT PAD AND WILL BE CONTROLLED ON A TIMER SWITCH.  
 (7) THE PORTION OF THE PROPERTY WHERE THE FACILITY IS PROPOSED AND THE PROPOSED ACCESS DRIVE DO NOT CONTAIN ANY STEEP SLOPES.  
 (8) THIS SET OF PLANS HAS BEEN PREPARED FOR THE PURPOSES OF MUNICIPAL AND AGENCY REVIEW AND APPROVAL. THIS SET OF PLANS SHALL BE REVISED TO REFLECT ANY COMMENTS OR CONDITIONS OF APPROVAL THAT HAVE BEEN ISSUED AND DOCUMENTED IN THE RECORDS OF THE TOWN OF CARMEL, NY DATED 4-21-23.  
 (9) SITE PLAN IS BASED ON A RECENT SURVEY PREPARED BY LAWSON SURVEYING & MAPPING, ONEONTA, NY DATED 4-21-23.  
 (10) TELECOMMUNICATION CARRIER EQUIPMENT SHALL CONSIST OF OUTDOOR CABINETS ON A CONCRETE PAD WITH RAIN CANOPY ABOVE.  
 (11) NO LANDSCAPING IS PROPOSED.  
 (12) THE FACILITY WILL BE GROUNDED AND BROWDED SO AS TO PROTECT THE PROPERTY FROM LIGHTNING AND SHALL BE PROTECTED WITH SURGE PROTECTORS (WHERE APPLICABLE FOR CARRIER EQUIPMENT).

- (1) THE FACILITY SHALL BE INSTALLED ON THE AVERAGE OF ONE A MONTH FOR MAINTENANCE AND SHALL BE CONTINUOUSLY MONITORED FROM A REMOTE SWITCH FACILITY.
- (2) THE PROPOSED USE IS NOT INTENDED FOR PERMANENT EMPLOYEE OR RESIDENTIAL USE AS SUCH, FOUNTAIN WATER AND SANITARY SEWERS ARE NOT REQUIRED.
- (3) THE FACILITY SHALL BE INSTALLED ON THE AVERAGE OF ONE A MONTH FOR MAINTENANCE AND SHALL BE CONTINUOUSLY MONITORED FROM A REMOTE SWITCH FACILITY.
- (4) THE FACILITY WILL NOT GENERATE ANY ADDITIONAL NOISE ABOVE AMBIENT LEVELS, FLAMES, ODORS, DUST OR VIBRATIONS.
- (5) NO COMMERCIAL SIGNS ARE PROPOSED.
- (6) NO LIGHTING IS PROPOSED ON THE TOWER STRUCTURE. EQUIPMENT SERVICE LIGHTS ARE PROPOSED AT THE TOWER EQUIPMENT PAD AND WILL BE CONTROLLED ON A TIMER SWITCH.
- (7) THE PORTION OF THE PROPERTY WHERE THE FACILITY IS PROPOSED AND THE PROPOSED ACCESS DRIVE DO NOT CONTAIN ANY STEEP SLOPES.
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- (11) NO LANDSCAPING IS PROPOSED.
- (12) THE FACILITY WILL BE GROUNDED AND BROWDED SO AS TO PROTECT THE PROPERTY FROM LIGHTNING AND SHALL BE PROTECTED WITH SURGE PROTECTORS (WHERE APPLICABLE FOR CARRIER EQUIPMENT).



1 SITE PLAN  
 C-1  
 SCALE 1" = 25'

**LEGEND**

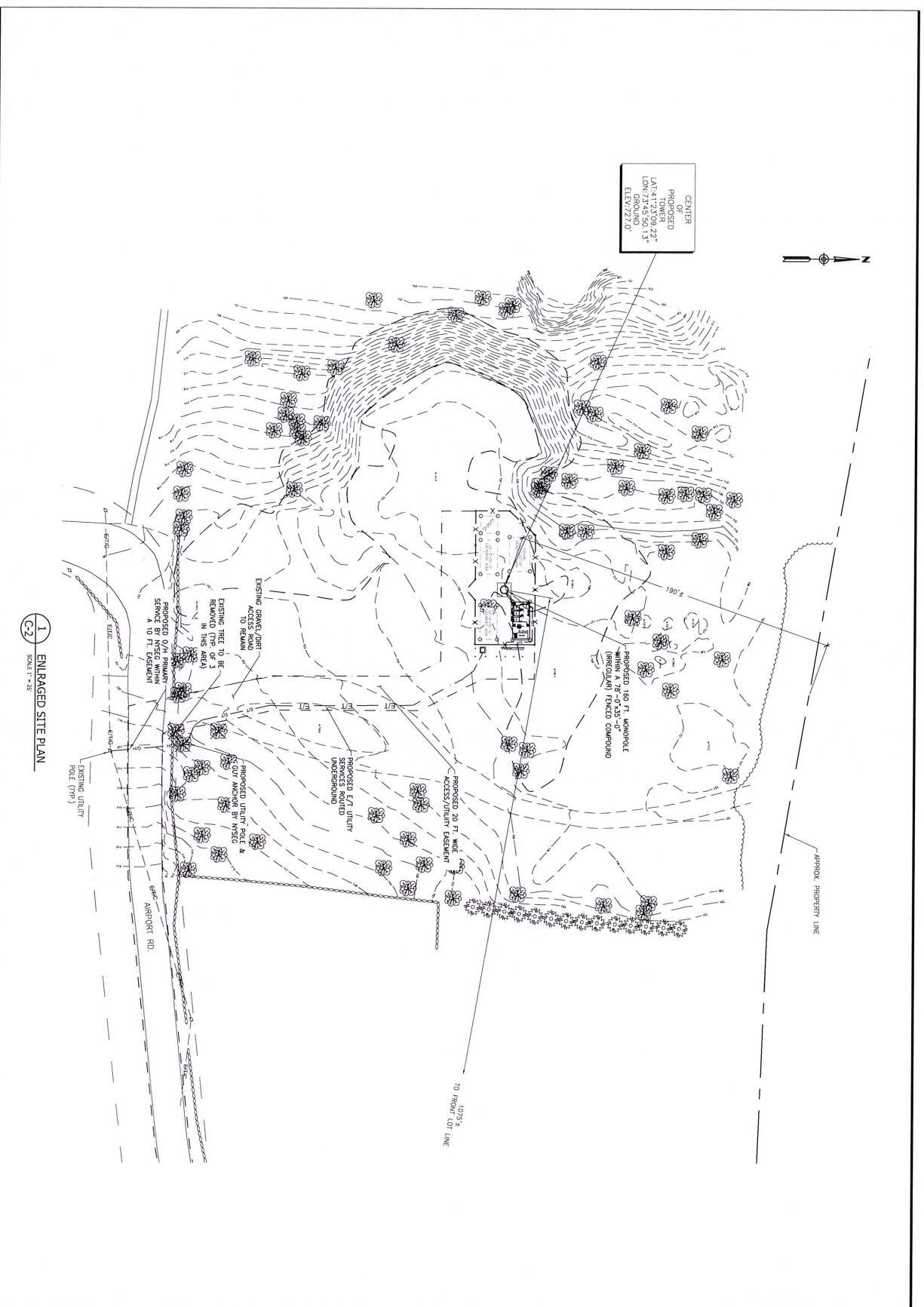
- Boundary Line
- County Tax Parcel Line
- Utility Pole
- Utility Line, Electric/Telephone/Cable TV, 64, 14-1-8
- County Tax Map Parcel ID Number
- Part of Beginning

<p>HOME LAND TOWERS, LLC 9 Liberty Street, 2nd Floor West Nyack, NY 10994</p>	
<p>NEW YORK SMSA LIMITED PARTNERSHIP 606 VERIZON WIRELESS Cald Street, NY 10516 WEST NYACK, NY 10994 Borough of NY 10810</p>	
<p>On Air Engineering, LLC 88 A. Sloat Street, NY 10516 Cold Spring, NY 10516 onair@onairllc.net 201-456-4624</p>	
<p>DAVID WILSON, P.E. NY LICENSE 07060</p>	
NO. DATE	REVISIONS
1	10/21/21   INITIAL SET OF PLANS
2	06/23/21   REVISED TO REFLECT COMMENTS
3	06/23/21   REVISED TO REFLECT COMMENTS
4	06/23/21   REVISED TO REFLECT COMMENTS
5	06/23/21   REVISED TO REFLECT COMMENTS
6	06/23/21   REVISED TO REFLECT COMMENTS
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PROJECT ADDRESS  
 161 HILL ST./AIRPORT RD.  
 MAHOPAC, NY 10541  
 TOWN OF CARMEL

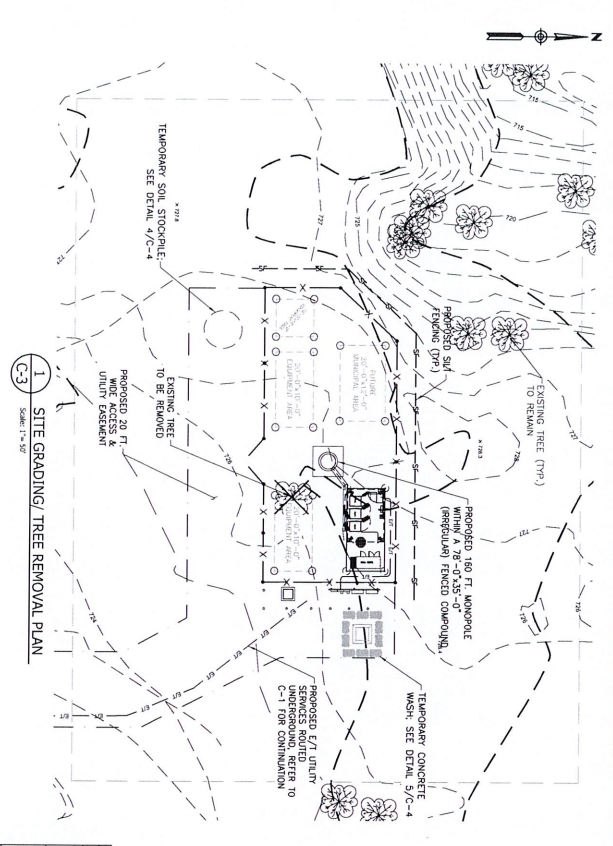
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 SITE PLAN

SHEET NUMBER  
 C-1



1 ENLARGED SITE PLAN  
SCALE: 1" = 20'

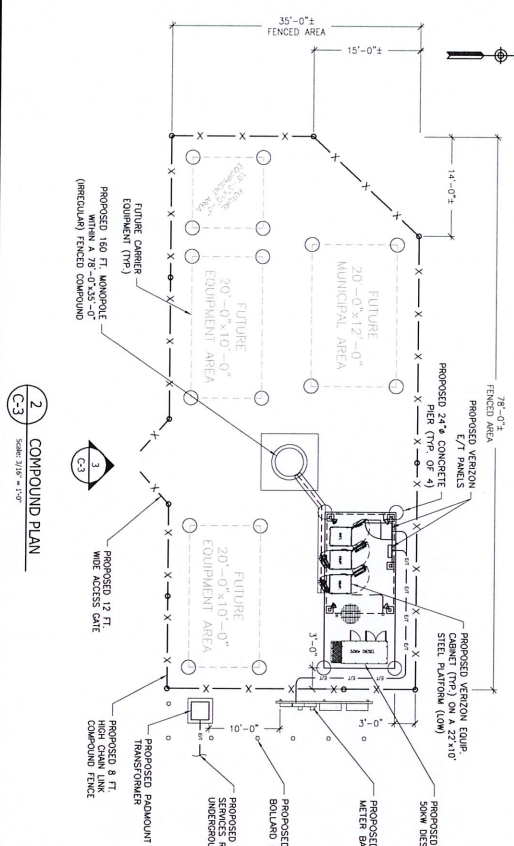
<p>HOMELAND Homeland Towers, LLC 9 Harmony Street, 2nd Floor Danbury, CT 06810</p>		
<p>NEW YORK NYS&amp;A LIMITED PARTNERSHIP d&amp;a VERIZON WIRELESS WEST NYACK, NY 10994</p>		
<p>On Air Engineering, LLC 88 Foundry Road Danbury, CT 06810 dweing@onaireng.com 201-456-4628</p>		
<p>DAVID HERSHMAN, P.E. NEW YORK STATE NO. 11282</p>		
NO.	DATE	DESCRIPTION
1	12/21/11	REVIEW SET
2	05/24/12	REVISION FOR CLIENT COMMENTS
3	06/12/12	REVISION FOR COMMENTS
4	06/12/12	REVISION FOR COMMENTS
DRAWN BY: AS CHECKED BY: DW		
HOMELAND TOWERS SITE ID: NY187B MAHOPAC AIRPORT		
VERIZON SITE NAME: MAHOPAC		
PROJECT ADDRESS: 161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL		
DRAWING TITLE: ENLARGED SITE PLAN		
SHEET NUMBER: C-2		



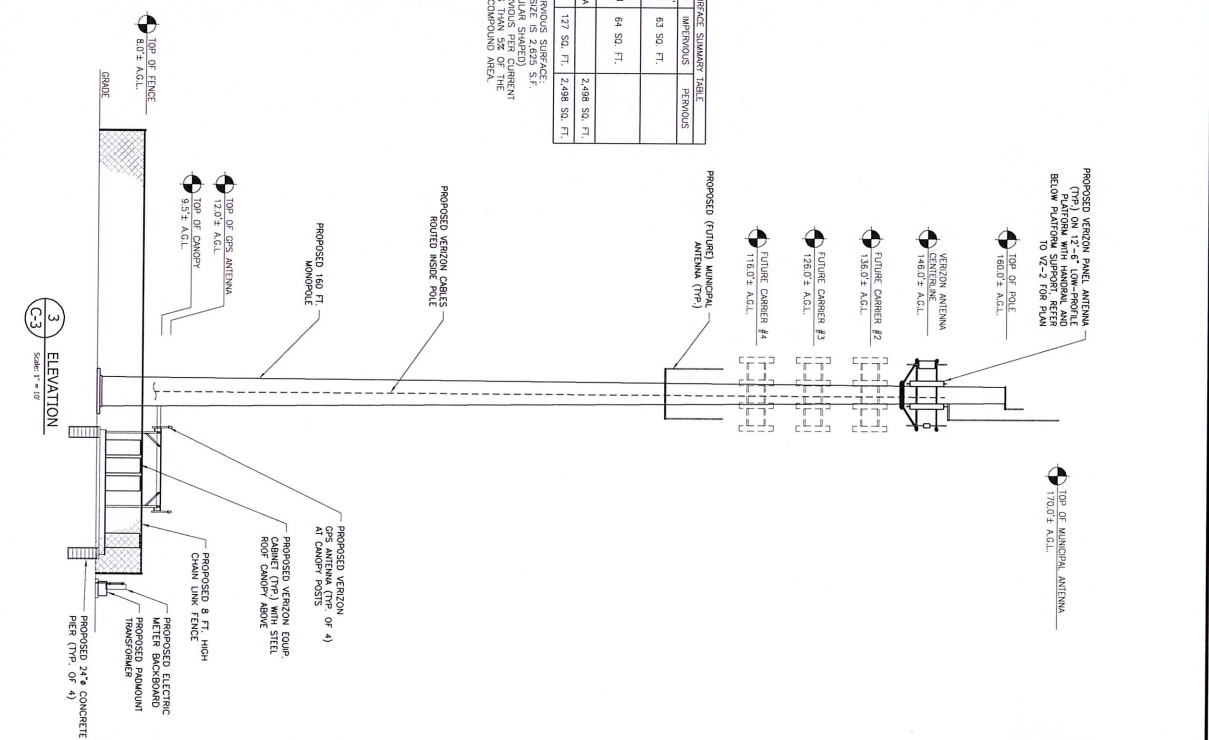
1 SITE GRADING/ TREE REMOVAL PLAN  
Sheet 1 of 3

APPROXIMATE SURFACE SUMMARY TABLE	APPROXIMATE SURFACE	PERMANENT
(3) PATIOLING #1/2" DIA. (20 TONS)	63 SQ. FT.	
8 FT. SQ. HEB MONOPOLE FOUNDATION (ESTIMATED)	64 SQ. FT.	
COMPOUND GRAVEL AREA	2,488 SQ. FT.	
TOTAL	127 SQ. FT.	2,488 SQ. FT.

NOTES TO APPROXIMATE SURFACE:  
1. TOTAL APPROXIMATE SURFACE AREA IS 2,615 SQ. FT.  
2. TOTAL APPROXIMATE PERMANENT SURFACE AREA IS 127 SQ. FT.  
3. TOTAL APPROXIMATE GRAVEL AREA IS 2,488 SQ. FT.



2 COMPOUND PLAN  
Sheet 2 of 3



3 ELEVATION  
Sheet 3 of 3

HomeLand  
161 Hill St./Airport Rd.  
Mahopac, NY 10541  
Town of Carmel

NEW YORK STATE LICENSED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
WEST NYCK, NY 10994

On Air Engineering, LLC  
88 Fidelity Food Road  
d/wsp@onairengineering.com  
201-454-4534

**NO. DATE REVIEW BY SUBMISSIONS**

1	12/21/21	REVIEW SET	
2	02/22/22	REVISED PER CLIENT COMMENTS	
3	03/21/22	REVISED TO CLARIFY DIMENSIONS	
4	03/21/22	REVISED COMPOUND PLAN	

**DESIGNER:** AS **INTERFERED BY:** DW

**MODEL AND TOWERS SITE:** NY187B MAHOPAC AIRPORT

**VERIZON SITE NAME:** MAHOPAC

**TOWER TITLE:** SITE GRADING PLAN, COMPOUND PLAN & ELEVATION

**SHEET NUMBER:** C-3

**SILT FENCES:**

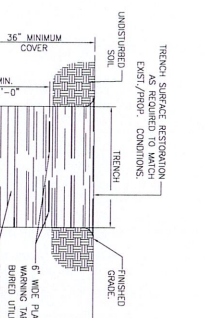
1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. RIBBON, STIKES, DEBRIS, STONES AND OTHER DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
3. THE SITE SHALL BE GRADDED TO GROUND SURFACE WITH NO TILT OR OBSTACLES. MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY TILT OR OBSTACLES.
4. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE.
5. ALL EXISTING ACTIVE STREAM, WATER, GAS, ELECTRIC, AND TELEPHONE LINES SHALL BE PROTECTED AND MARKED PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE APPROVAL OF ENGINEERING.
6. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK SHALL BE GRADDED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH.
7. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE. RESTORATION SHALL BE COMPLETED WITHIN 72 HOURS OF THE COMPLETION OF THE WORK.
8. ALL RESTORATION ISSUES SHALL BE COMPLETED WITHIN 72 HOURS OF THE COMPLETION OF THE WORK.
9. CARE SHALL BE TAKEN TO RETAIN NATURAL GROWTH AND PREVENT DAMAGE TO TREES, WITHIN AND OUTSIDE THE LIMITS OF THE SLOPE, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF THIS NATURAL GROWTH.
10. ALL AREAS DISTURBED BY THE CONTRACTOR WITHOUT THE APPROVAL OF THE CONTRACTOR SHALL BE RESTORED TO ORIGINAL CONDITION.
11. ALL RESTORATION SHALL BE COMPLETED WITHIN 72 HOURS OF THE COMPLETION OF THE WORK.
12. ALL RESTORATION SHALL BE COMPLETED WITHIN 72 HOURS OF THE COMPLETION OF THE WORK.
13. ALL RESTORATION SHALL BE COMPLETED WITHIN 72 HOURS OF THE COMPLETION OF THE WORK.

**SEEDING SPECIFICATIONS:**

- A. IF SOIL HAS BEEN PREVIOUSLY MULCHED, MULCH MUST BE REMOVED ON ADDITIONAL WORK AREAS.
- B. REMOVE ALL SURFACE STONES 2" OR LARGER AS WELL AS ALL DEBRIS SUCH AS WIRE, CABLE, TREE ROOTS, UNDESIRABLE VEGETATION, CLUMPS, CLOVERS, OR OTHER FOREIGN OBJECTS.
- C. APPLY FERTILIZER AT 3.5 POUNDS PER 1,000 SQUARE FEET AND LIME AT 200 POUNDS PER 1,000 SQUARE FEET UNLESS SOIL TESTING FOR REQUIREMENTS IS PERFORMED.
- D. NO MOWING IS TO BE UNDERTAKEN UNTIL THE MAJORITY SHOULD CUT THE TOP 1/2 OF VEGETATION. DO NOT MOW UNDER ANY CIRCUMSTANCES CUT VEGETATION BELOW 3".
- E. DO NOT APPLY ANY FORM OF WEED CONTROL UNTIL CROPPING HAS BEEN WORKED AT LEAST 4 TIMES.
- F. THESE SEEDING MEASURES ARE NOT TO BE USED ON AREAS WHERE SEEDING IS REQUIRED TO BE COMPLETED IN LESS THAN 1 YEAR.
- G. REMAINING SEEDING MEASURES ARE TO BE USED AS PERMANENT SEEDING MEASURES.
- H. IF THERE IS NO EROSION, BUT SEED SURVIVAL IS LESS THAN 85%, RESEEDING SHALL BE REQUIRED FOR SEEDS OF GROWTH RATE SEEDS AS INDICATED IN THE TABLE.
- I. ALL DISTURBED AREAS OUTSIDE THE PARALLEL SHALL BE LOADED AND SEEDED IN ACCORDANCE WITH THE SUGGESTED SEEDING MIXTURES TABLE.

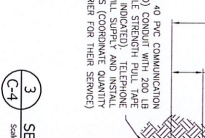
**SILT FENCE SPECIFICATIONS:**

- A. SYNTHETIC FILTER FABRIC SHALL BE A PERFORATED GEOTEXTILE FABRIC AND SHALL BE CERTIFIED BY THE FOLLOWING MINIMUM REQUIREMENTS:
  1. FILTERING EFFICIENCY: 75 PERCENT (MIN)
  2. GRAIN TENSILE STRENGTH: 100 POUNDS
  3. ELONGATION AT FAILURE: 15 PERCENT
  4. MULLER BIST STRENGTH: 250 POUNDS PER SQUARE INCH
  5. PUNCTURE STRENGTH: 50 POUNDS
  6. APPARENT OPENING SIZE: 0.06mm X 0.06mm
  7. FLOOR RATE: 0.2 GALLONS PER SQUARE FOOT PER MINUTE
  8. PERMEABILITY: 0.05 PER SECOND (MIN)
  9. ULTRAVIOLET RADIATION STABILITY: 70 PERCENT AFTER 500 HOURS OF EXPOSURE (MIN)
  10. MINIMUM CROSS SECTIONAL AREA OF 1.5 SQUARE INCHES OR STEEL POSTS WITH A MINIMUM WEIGHT OF 0.9 POUNDS PER LINEAL FOOT.
- B. STAKES ARE TO BE MADE OUT OF HAMBURG WITH A MINIMUM CROSS SECTIONAL AREA OF 1.5 SQUARE INCHES OR STEEL POSTS WITH A MINIMUM WEIGHT OF 0.9 POUNDS PER LINEAL FOOT.
- C. TURN OR PUNCTURED GEOTEXTILES SHALL NOT BE USED AT ANY POINTS WHERE THE SILT FENCE LINE IS INTERRUPTED. THE SILT FENCE LINE SHALL BE INSTALLED AT 50 FOOT INTERVALS.
- D. LINES OF SILT FENCE SHOULD FOLLOW CONTOUR LINES OF THE SITE TO PREVENT CONCENTRATION OF WATER INTO POINTS FROM THE SLOPE. WHERE FEET INTERVALS.



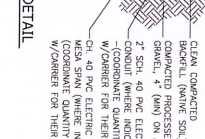
NOTES:

1. THE CLEAN FILLS SHALL PASS THROUGH A 3/8" MESH SCREEN AND CONTAIN AGGREGATE, STICKS, FROZEN MATERIAL, LOGS, DEBRIS OR STONES LARGER THAN 2" IN MAXIMUM DIMENSION.
2. CONTRACTOR SHALL HAND DIG AND PROTECT EXISTING UTILITIES.
3. EXISTING PAVEMENT SHALL BE SAW-CUT PRIOR TO TRENCH.



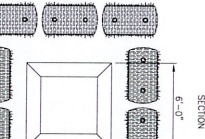
NOTES:

1. MINIMUM LENGTH OF SILT FENCE IS 15 LF.
2. MAXIMUM POST SPACING IS 10 FT.
3. SEMI-VULCANIZED GEOTEXTILES SHALL BE REMOVED WHEN THEIR DESIGN 1/2 THE HEIGHT OF THE SILT FENCE.
4. UPON ESTABLISHMENT OF GROUND COVER ON DISTURBED AREAS, AND WHEN THE SILT FENCE SHOULD UPON EXISTING GROUND COVER.



NOTES:

1. AREA DESIGN FOR STOCKPILE OPERATIONS SHALL BE DRY AND STABLE.
2. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE COVERED WITH A 24 INCH TRENCH, THEN STABILIZED WITH VEGETATION OR OTHER MEANS.
3. SET SPECIFICATIONS FOR INSTALLATION OF SILT FENCE.
4. PAVED AREAS SHALL BE USED WHERE STOCKPILES ARE LOCATED ON PAVED AREAS.



NOTES:

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NO.	DATE	REVISIONS
1	12/07/23	REVISED SET
2	02/08/24	REVISED PER CLIENT COMMENTS
3	02/12/23	REVISED FOR LATEST STANDARDS
4	02/12/23	REVISED CONSTRUCTION

DATE	BY	REVISIONS

DESIGNED BY	AS	CHECKED BY	DW
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PROJECT ADDRESS	161 HILL ST AIRPORT RD. MAHO PAC NY 10541 TOWN OF CARMEL
PROJECT NAME	MAHO PAC AIRPORT
PROJECT NUMBER	C-4

**ON AIR ENGINEERING, LLC**  
 88 FOUNTAIN VIEW ROAD  
 CANTON, NY 10518  
 (518) 458-4824

**Verizon**  
 NEW YORK'S BEST WIRELESS SERVICE  
 450 WEST STREET, 16TH FLOOR  
 NEW YORK, NY 10036  
 (212) 462-4824

**HOME-LAND**  
 450 WEST STREET, 16TH FLOOR  
 NEW YORK, NY 10036  
 (212) 462-4824

**NY STATE ENGINEERING EXAM BOARD**  
 160 WEST STREET, 16TH FLOOR  
 NEW YORK, NY 10036  
 (212) 462-4824

**NY STATE ENGINEERING EXAM BOARD**  
 160 WEST STREET, 16TH FLOOR  
 NEW YORK, NY 10036  
 (212) 462-4824

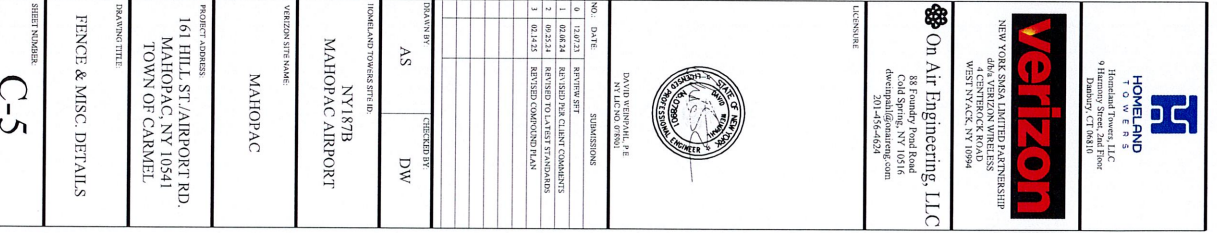
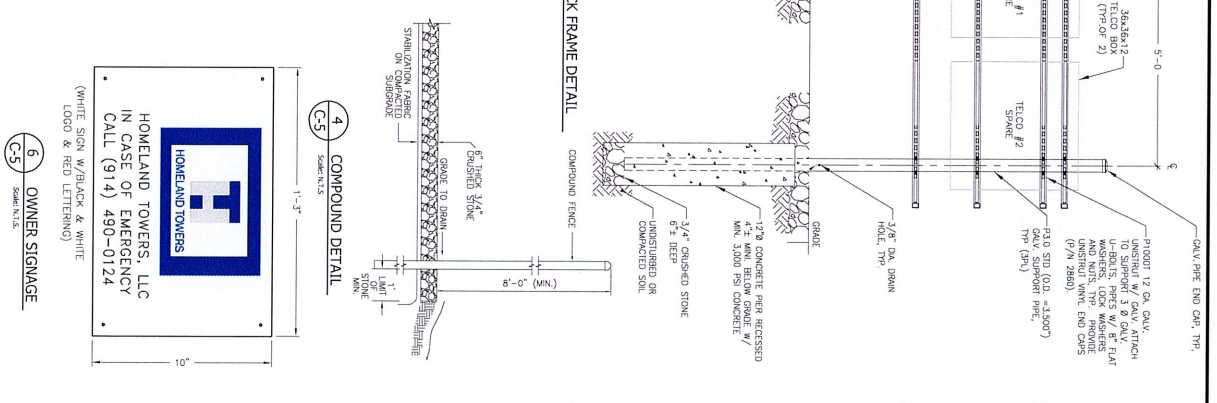
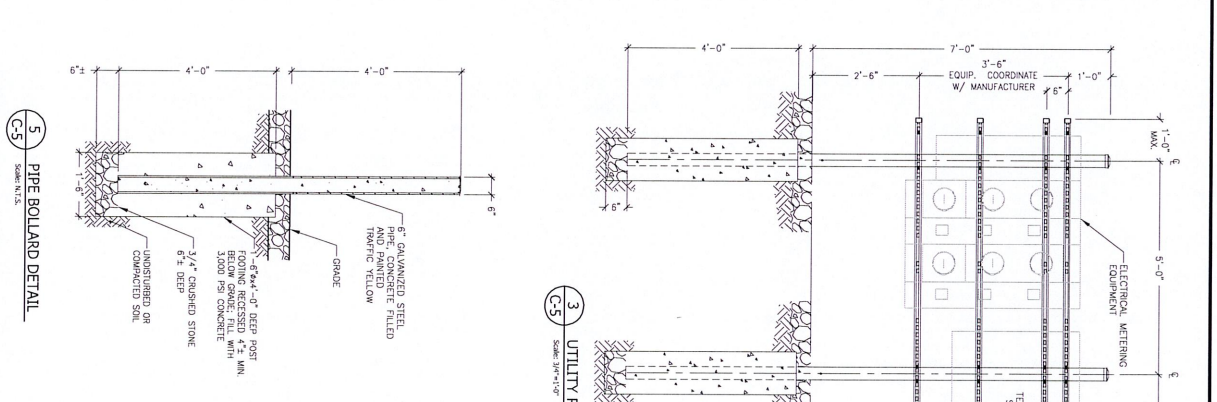
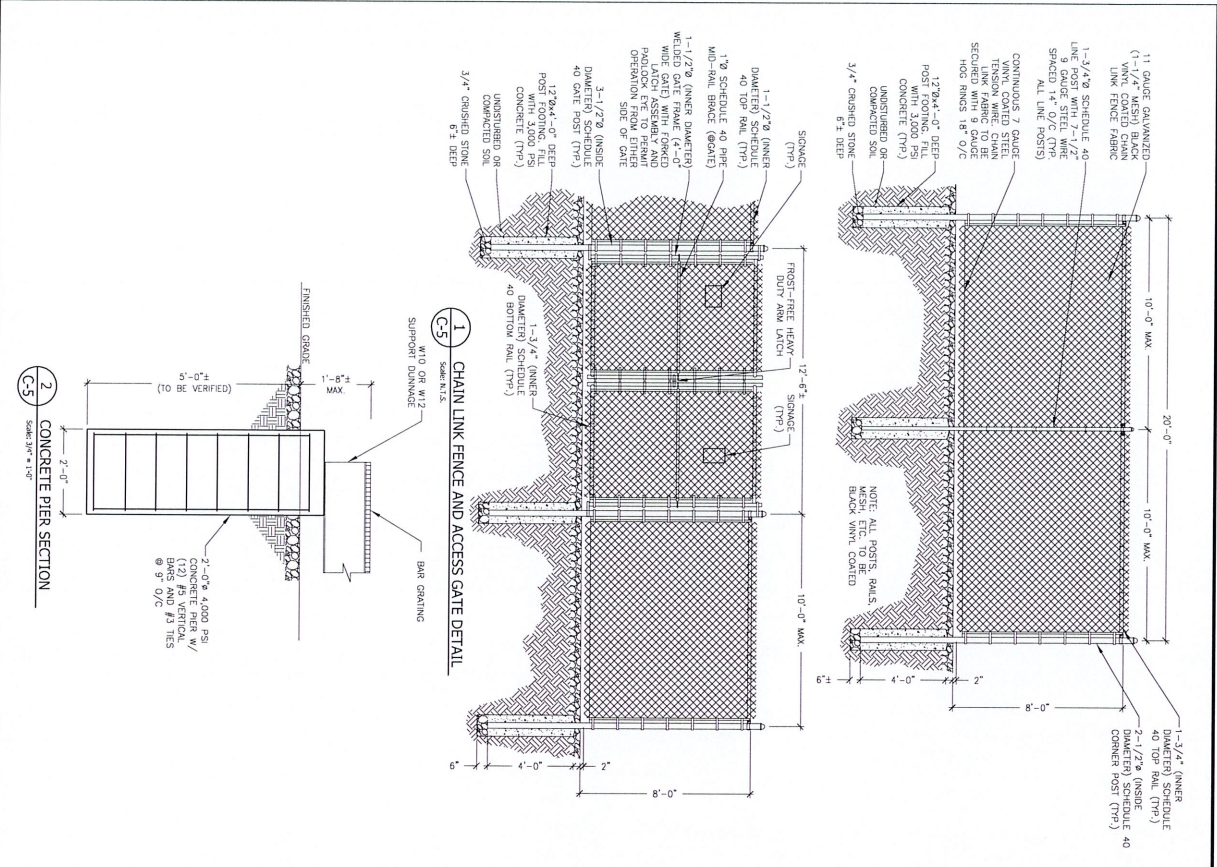
**NY STATE ENGINEERING EXAM BOARD**  
 160 WEST STREET, 16TH FLOOR  
 NEW YORK, NY 10036  
 (212) 462-4824

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 160 WEST STREET, 16TH FLOOR  
 NEW YORK, NY 10036  
 (212) 462-4824



NO.	DATE	REVISION	DESCRIPTION
1	08/24/21	REVISED PER CLIENT COMMENTS	
2	08/25/21	REVISED PER CLIENT COMMENTS	
3	08/25/21	REVISED PER CLIENT COMMENTS	

DESIGNED BY	CHECKED BY
AS	DW

PROJECT ADDRESS
161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL

VERSION SITE NAME
MAHOPAC

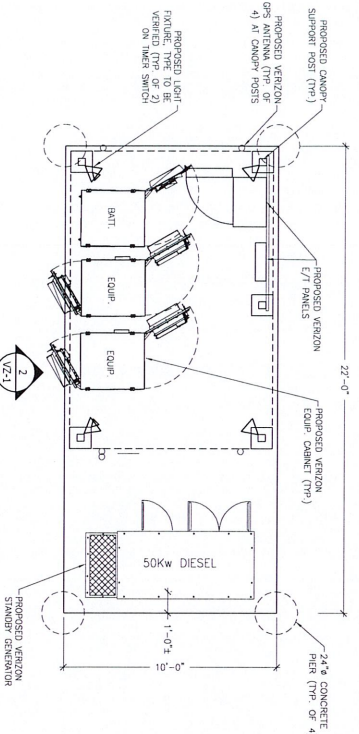
DRAWING TITLE
FENCE & MISC. DETAILS

SHEET NUMBER
C-5

**On Air Engineering, LLC**  
88 Foundry Road  
Deerpark, NY 10924  
Tel: 845-484-6324

**Verizon**  
NEW YORK STATE LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
WEST HYPOCAE, NY 10994

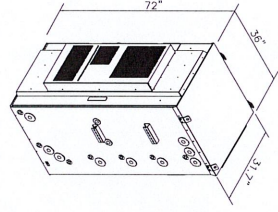
**HOMELAND**  
Homeland Towers, LLC  
9 Hartung Street, 2nd Floor  
Mahopac, NY 10541



**1 EQUIPMENT PLAN**  
SCALE: 3/8" = 1'-0"

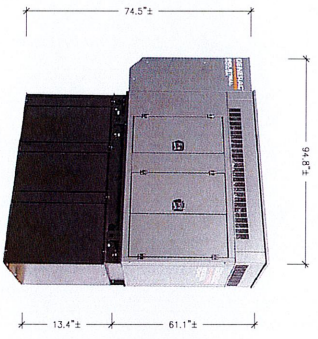
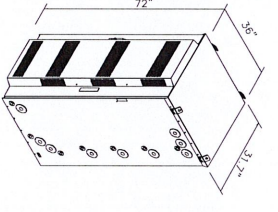
**4 BATTERY CABINET**  
SCALE: N.T.S.

DELTA BATTERY CABINET	HEIGHT	WIDTH	DEPTH	WEIGHT
	72"	31.7"	36"	2,500 LBS



**5 EQUIPMENT CABINET**  
SCALE: N.T.S.

DELTA EQUIPMENT CABINET	HEIGHT	WIDTH	DEPTH	WEIGHT
	72"	31.7"	36"	800 LBS

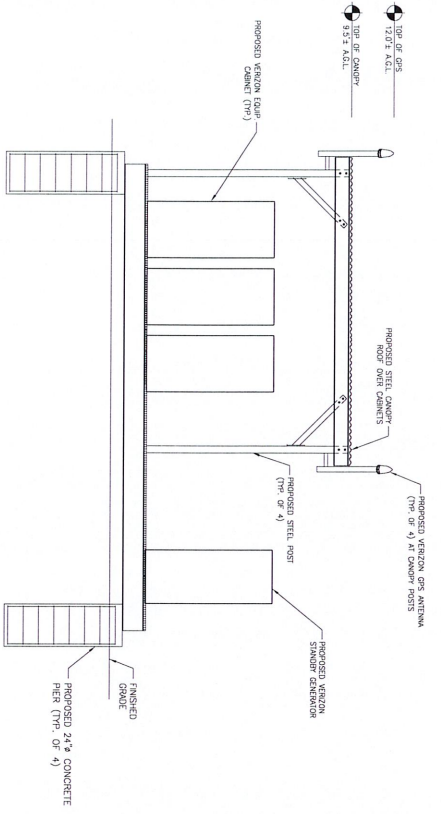


**6 50KW DIESEL GENERATOR**  
SCALE: N.T.S.

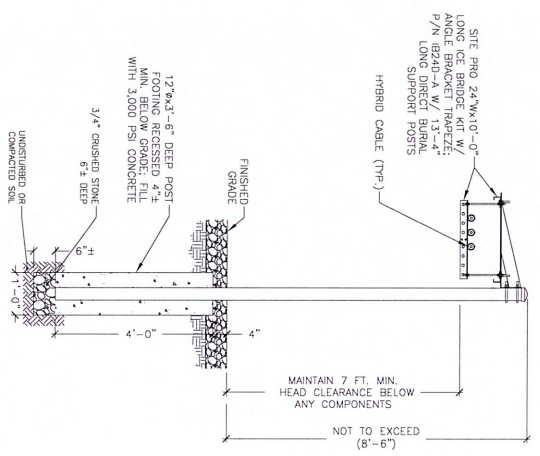
GENERIC GENERATOR SPECIFICATIONS:

MODEL #	LENGTH	WIDTH	HEIGHT	WEIGHT
S0500	94.8"	38.0"	74.5"	2,995 LBS

1. DIMENSIONS INCLUDE A 132 GAL OIL BASE TANK AND LEVEL SENSOR TERMINAL LOCATION.
2. IMAGE SHOWS LARGER BASE TANK THAN PROPOSED.



**2 EQUIPMENT ELEVATION**  
SCALE: 3/8" = 1'-0"



**3 CABLE BRIDGE DETAIL**  
SCALE: N.T.S.

**HOME-LAND**  
Homeland Tower, LLC  
9 Harrison Street, 2nd Floor  
Danbury, CT 06810

**verizon**  
NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
WEST NYACK, NY 10994

**Oh Air Engineering, LLC**  
88 Foundry Road  
Danbury, CT 06810  
dave@ohairengineering.com  
203-454-6264

DAVID M. BROWN, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF CONNECTICUT  
NO. 126273

**PROJECT ADDRESS**  
161 HILL ST./AIRPORT RD.  
MAHOPAC, NY 10541  
TOWN OF CARMEL

**PROJECT NAME**  
VERIZON SITE NAME:  
MAHOPAC

**PROJECT NUMBER**  
VZ-1

**DATE** 9/12/23 **SUBMISSIONS**

1 08/24/23 REVISION FOR CLIENT COMMENTS

2 08/24/23 REVISION FOR CLIENT COMMENTS

3 08/24/23 REVISION FOR CLIENT COMMENTS

4 08/24/23 REVISION FOR CLIENT COMMENTS

5 08/24/23 REVISION FOR CLIENT COMMENTS

6 08/24/23 REVISION FOR CLIENT COMMENTS

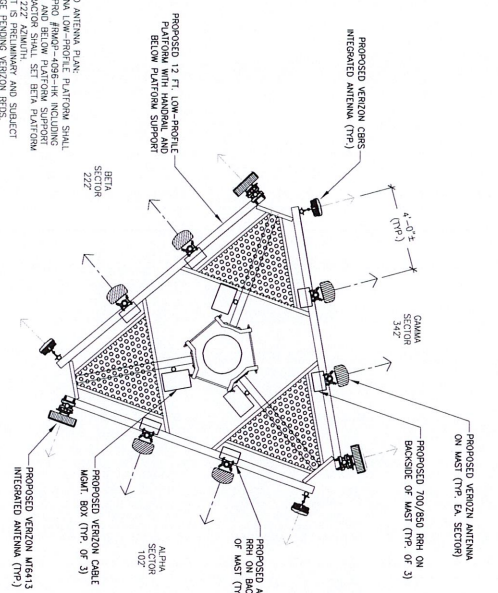
**DESIGNED BY** AS **CHECKED BY** DW

**PROJECT ADDRESS**  
161 HILL ST./AIRPORT RD.  
MAHOPAC, NY 10541  
TOWN OF CARMEL

**PROJECT NAME**  
VERIZON SITE NAME:  
MAHOPAC

**PROJECT NUMBER**  
VZ-1





1 ANTENNA PLAN @ 146 FT. A.G.L.  
SCALE: 3/8" = 1'-0"

NOTES:  
1. ANTENNAS AND EQUIPMENT ARE AVAILABLE AT TIME OF CONSTRUCTION.  
2. ANTENNA SECTOR DESIGNATIONS ARE PER VERIZON REQUIREMENTS TO CHANGE.

NOTES TO VERIZON EQUIPMENT DETAILS/SPECIFICATIONS:  
1. ANTENNAS AND EQUIPMENT ARE SUBJECT TO CHANGE BASED ON AVAILABILITY AT TIME OF CONSTRUCTION.

2 NHHI ANTENNA SPEC.  
SCALE: N.T.S.

MODEL #	HEIGHT	WIDTH	DEPTH	WEIGHT
NHHI-658-1R2B	72.0"	11.5"	7.1"	4.3 LBS



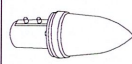
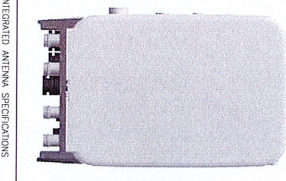
3 MTR413 ANTENNA SPEC.  
SCALE: N.T.S.

MODEL #	HEIGHT	WIDTH	DEPTH	WEIGHT
MTR413	28.5"	15.75"	5.5"	57.3 LBS



4 CRBS ANTENNA SPEC.  
SCALE: N.T.S.

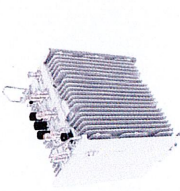
COMPONENT	HEIGHT	WIDTH	DEPTH	WEIGHT
ANTENNA	12.3"	8.7"	1.4"	4.4 LBS
RRH	11.8"	8.7"	4.2"	18.7 LBS



5 GPS ANTENNA DETAIL  
SCALE: 3/8" = 1'-0"

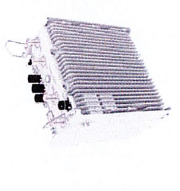
MODEL #	HEIGHT	WIDTH	DEPTH	WEIGHT
CS-24119L-112A	5"	16.00"	3.17"	0.6 LBS

\*ALL MOUNTING OPTIONS FIT PIPES OF 1"-1.45" MAX. DIA.



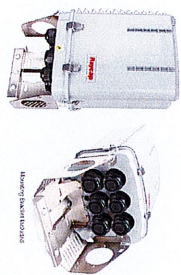
6 RRH DETAIL - AWS/PCS  
SCALE: N.T.S.

HEIGHT	WIDTH	DEPTH	WEIGHT
15"	15"	10"	74.7 LBS



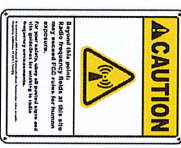
7 RRH DETAIL - 700/850  
SCALE: N.T.S.

HEIGHT	WIDTH	DEPTH	WEIGHT
15"	15"	9.1"	70.3 LBS



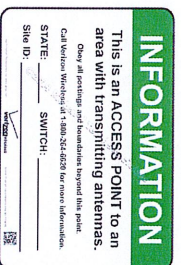
8 CABLE DIST. BOX DETAIL  
SCALE: N.T.S.

MODEL #	HEIGHT	WIDTH	DEPTH	WEIGHT	COLOR
RZ00C-6672-FR-48	29.5"	16.5"	12.6"	32 LBS	LIGHT GRAY



9 CAUTION SIGN  
SCALE: N.T.S.

NOTE:  
1. "LOW" CAUTION SIGN SHALL BE LOCATED AT COMPOUND ENTRY LOCATION AND VERIZON EQUIPMENT.  
2. SIGN MEASURES 12" H x 8" W.



10 VERIZON INFORMATION SIGN  
SCALE: N.T.S.

NOTE:  
1. "TOWER" INFORMATION SIGN SHALL BE LOCATED AT COMPOUND ENTRY LOCATION AND VERIZON EQUIPMENT.  
2. SIGN MEASURES 12" W x 8" H.

**HOMELAND**  
Homeland Town, LLC  
9 Harmony Street, 2nd Floor  
Danbury, CT 06810

**Verizon**  
NEW YORK SIGMA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
WEST NYACK, NY 10994

**On Air Engineering, LLC**  
88 Foundry Hook Road  
West Nyack, NY 10994  
dse@onairengineering.com  
201-456-4634



DRAWING TITLE: ANTENNA PLAN

NO.	DATE	SUBMISSIONS
1	12/8/23	SCHEMATIC CLIENT COMMENTS
2	6/23/24	REVISED CLIENT COMMENTS
3	8/21/24	REVISED COMPONENT PLAN

DRAWING BY: AS  
CHECKED BY: DW

INDICATED TOWERS SITE ID: NY187B  
MAHOPAC AIRPORT  
VERIZON SITE NAME: MAHOPAC

PROJECT ADDRESS: 161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541  
TOWN OF CAMEL

DRAWING TITLE: VERIZON ANTENNA PLAN & EQUIP. SPECS

SHEET NUMBER: VZ-2

Proposed Wireless  
Telecommunications Facility

Site Name: Mahopac Airport (NY-187)  
161 Hill Street/Airport Road  
Mahopac, NY 10541

VISUAL RESOURCE  
ASSESSMENT

Prepared for:



9 Harmony Street, 2nd Floor  
Danbury, CT 06810

February 7, 2025

## INTRODUCTION

Homeland Towers seeks approval from the Town of Carmel, NY to construct a wireless telecommunications facility (the "Facility") at 161 Hill Street/Airport Road, Mahopac, NY ("host property"). To address issues of potential visual impact, Saratoga Associates, Landscape Architects, Architects, Engineers, and Planners, P.C. was retained to conduct a Visual Resource Assessment ("VRA") of the proposed Project.

The study area for this VRA extends to a two-mile radius from the Facility (hereafter referred to as the "2-mile study area").

## PROJECT DESCRIPTION

The Facility will be located at 41° 23' 09.10" N, 73° 45' 50.15" W. ("Facility site"). The 103.3-acre host property is identified as Carmel tax parcel # 64.14-1-8. The existing ground elevation at the Facility site is approximately 728± feet above mean sea level (AMSL). The Facility is located on Airport Road, approximately 1,050 feet west of the intersection of Hill Street and Airport Road.

The Facility involves the construction of a wireless telecommunications structure consisting of a 160-foot-tall monopole tower with an antenna mounted at a centerline height of 146 feet above finished grade. The tower is designed to support up to four antenna levels.

Associated ground equipment will be located within a 35-foot by 78-foot (2,625 square foot) truncated rectangular fenced compound at the base of the tower. The ground level equipment will be approximately eight (8) feet tall. The compound fence will be eight feet tall. Access to the Facility site will be from Airport Road. The fenced compound, parking area and access drive will be gravel surface.

## LANDSCAPE SETTING

The Facility is in the hamlet of Mahopac, NY (2020 estimated population 8,932<sup>1</sup>). The 103.3± acre host property is zoned Residential as defined by the Carmel, NY Zoning Regulations<sup>2</sup>.

The host property is accessed from Airport Road. The immediate Facility site is a cleared pad currently used as a landscaping materials storage area. The clearing is bordered on all sides by deciduous woodland vegetation, which provides a substantial visual buffer between the Facility and adjacent properties and roadways. Two existing utility towers are located on the Facility site, approximately 250 feet south of the proposed tower.

Land use within two miles of the Facility is generally comprised of a relatively even mix of moderate density (1/2 to 2+ acre) single family residential properties, municipal park (Airport Park), golf course (Putnam County Golf Course), and lakes (Lake McGregor, Kirk Lake and Lake Mahopac). Structures are typically one- and two-story single-family homes within organized subdivisions or individual homes setback from local roads. Residential neighborhoods are commonly wooded, often with well landscaped

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<sup>1</sup>[https://data.census.gov/profile/Mahopac\\_CDP,\\_New\\_York?g=160XX00US3644534](https://data.census.gov/profile/Mahopac_CDP,_New_York?g=160XX00US3644534)

<sup>2</sup> [https://www.ci.carmel.ny.us/sites/g/files/vyhlf10501/f/uploads/toc\\_zoning\\_map\\_08-28-2019\\_v2\\_signed.pdf](https://www.ci.carmel.ny.us/sites/g/files/vyhlf10501/f/uploads/toc_zoning_map_08-28-2019_v2_signed.pdf)

understory areas that generally limit views to the immediate foreground. Along roadways mature trees commonly extend to road edges preventing long distance vistas.

The hamlet of Mahopac is within the two-mile study area approximately 1.7 miles southeast of the Facility. The village is comprised of a commercial district, individual retail and commercial businesses, gas stations, fire station, library, institutional facilities and churches.

The nearest residential structure to the Facility Site is approximately 880 feet west of the Facility (198 McGregor Drive).

Table 1 summarizes land cover within the 2-mile study area.

Table 1- Land Cover (2-Mile Study Area)

Type	Coverage (Acres)	Percent Coverage
Woodland	4,007	50%
Developed	2,883	36%
Open Water	829	10%
Agriculture (Active/Inactive/Scrub)	300	4%
TOTAL	8,019	100%

The local topography is generally characterized by low rolling hills. The topographic high point (elevation 1,125± feet AMSL) is a wooded unnamed hill bordered Barret Hill Road, Hitchcock Hill Road and Mexico Lane, near the northern edge of the study area approximately 1.7 miles north of the Facility. The topographic low point (elevation 339± feet AMSL) is along Peekskill Hollow Creek near Tomkins Corners approximately two miles northwest of the Facility. Waterbodies include Lake Secor (50 acres±), Lake McGregor (24 acres±), Kirk Lake (128 acres±) Lake Mahopac (600 acres±).

#### VIEWSHED ANALYSIS

Viewshed mapping identifies the geographic area within which there is a relatively high probability that some portion of the Facility could be visible above intervening landform, buildings and vegetation.

Global Mapper 25.0 GIS software was used to generate viewshed areas based on publicly available LiDAR data. A digital surface model (DSM) created from the State of New York 2018 LiDAR LAS data points. The DSM captures the natural and built features of the earth's surface. Using Global Mapper's viewshed analysis tool, the proposed Facility location and height were input and a conservative offset of 6 feet was applied to account for the observer's eye level. The resulting viewshed identifies grid cells with a theoretical line-of-sight to the Facility high point (i.e., 160 feet above ground level).

By themselves, the viewshed maps do not determine how much of the proposed Facility would be visible above intervening landform, structures or vegetation (e.g., 100%, 50%, 10% etc. of total tower height), but rather the geographic area within which some portion of the Facility would theoretically be visible. Their primary purpose is to provide a general understanding of a Facility's potential visibility and identify areas to be visited during field reconnaissance.

Figure A1 identifies areas of potential project visibility at a macro scale within the 2-mile study area. Figure A2 provides a more localized assessment potential visibility within ½ mile of the facility. Figure A1 and Figure A2 are provided in Appendix A.

Of the 8,040 acres within the 2-mile study area, a view of the proposed telecommunications tower is theoretically possible from approximately 106 acres (1%). Approximately 44 of these acres (40%) are on the surface of water bodies. Of the 501 acres within a half mile of the Facility, a view of the proposed tower is likely from approximately 52 acres (10%).

## **VISUALLY SENSITIVE RESOURCES**

### **Residential Neighborhoods**

Within ½ mile of the Facility residential development is largely clustered in planned single-family residential neighborhoods and road frontage properties. Woodland and well landscaped understory areas commonly limit views from residential properties to the immediate foreground. From most residential properties, views of the Facility will be substantially or fully screened by intervening mature woodland vegetation – even during winter leaf-off-season.

Residential streets immediately adjacent to the host property include Hill Street (County Road 32), Macgregor Drive, Redding Lane, Scott Road, North Road, and Overlook Lane. Views from most residential properties are substantially or completely screened by existing woodland vegetation. Viewshed analysis identifies several small areas where a portion of the Facility may be visible above intervening vegetation. Such views are not common.

Limited seasonal views through existing deciduous branches and stems may occur from residential properties generally within 1,000 feet of the Facility. Such views will be substantially or completely screened by intervening deciduous vegetation during summer leaf-on season.

### **Public Roadways**

Approximately 114 miles of public roadways are within the 2-mile study area. The Taconic State Parkway, located 1.7 miles west of the Facility, is the most heavily travelled road in the study area with an annual average daily traffic (AADT) count of approximately 37,557 vehicles per day. 2.5 miles of the parkway traverses the study area. The Facility host property is bordered on the west by Hill Street which has an AADT count of 4,382 vehicles per day.

Approximately 6 miles of public roadways are within ½-mile of the Facility. Viewshed analysis identified intermittent theoretical views of the Facility above intervening vegetation cumulatively totaling approximately 1,900 linear feet (6%) of roadway within this ½-mile radius. When visible, views from roadways will be brief and intermittent through roadside vegetation or between structures. Visibility during summer leaf-on season will be substantially or completely screened by roadside deciduous vegetation.

Given the complex visual stimuli encountered by motorists travelling in a moving vehicle, even if the Facility is visible, it is likely viewer recognition of the Facility would be limited. As the tendency of motorists is to focus down the road peripheral views of the Facility may largely go unnoticed by most travelers.

### Local Lakes

Lake Mahopac – Situated within the two-mile study area, Lake Mahopac covers approximately 600 acres, with a length of 1.5 miles and width of 1 mile. Viewshed analysis indicates that roughly 25 residential waterfront properties around Lake Mahopac could have some view of the Facility. These properties are situated on the eastern shore of the lake, further than 1.5 miles from the proposed tower. Of Lake Mahopac's 600 acres, 591 acres (99%) lie between one and two miles from the Facility. Viewshed analysis indicates that 42 acres of lake surface may view the upper portion of the Facility above intervening shoreline vegetation. The lake is popular for fishing, boating and other water sports. Although the lake is owned by Putnam County, the surrounding shore is privately owned, and the lake can only be accessed through paid entry via two private docs.

Kirk Lake - Situated roughly 2,400 feet from the Facility, Kirk Lake covers approximately 128 acres. Due to intervening topography and vegetation, viewshed analysis indicates negligible visibility from the surface and shore of the lake; approximately 0.2 acres (less than 0.5%) of water surface and possibly one residential property falls within the area of likely visibility. The lake is controlled within the New York City Watershed. Fishing, swimming, power boating, and paddling are popular recreational activities.

Other Lakes - Lake Secor (50 acres±) and Lake McGregor (24acres±) are also significant lakes within the two-mile study area. Viewshed analysis indicates no visibility of the Facility from the lake surface or from shoreline residential properties.

The location of local lakes is shown on Figure A2.

### Municipal Parks

Putnam County Golf Course – The golf course, owned by the County of Putnam, occupies 135 acres immediately to the north of the Facility host property. The popular venue is listed as a championship course and is comprised of 18 holes, a practice green, clubhouse building and several smaller auxiliary buildings. Viewshed analysis indicates that portion of the Facility may be visible above intervening vegetation from approximately 20 acres (14%) of the golf course property. Mature deciduous trees lining the fairways, entry road and parking lot will substantially or completely screen visibility from much of the course during the summer leaf-on season. The location of the Putnam County Golf Course is shown in Figure A2.

Airport Park – The park, owned by the County of Putnam, occupies 143 acres adjacent to Airport Road. The park facilities comprise of several soccer and lacrosse fields, a recreation building, and parking lot. The proposed facility site is located on this municipally owned parcel. Also at the northern end of the park property are several existing utility tanks. Adjacent to the park facilities, toward the north, west and south edges, the property is heavily wooded. Viewshed analysis indicates that some of the proposed tower will be visible from approximately 29 acres (14%) of the park property. The Facility will likely be partially screened by surrounding mature woodland. The tower will be visible through intervening deciduous branches and stems during winter leaf-off season and will be substantially or completely screened during the summer leaf-on season. The Facility site is a cleared area surrounded by trees, currently used as a landscaping materials storage area. The location of the Airport Park is shown of Figure A2.

**Other Visually Sensitive Resources**

Historic Resources – The Taconic State Parkway, located 1.7 miles west of the Facility and traversing the 2-mile study area for approximately 2.5 miles, is listed on the National Register of Historic Places. Also listed is an overlook along the parkway near Bullet Hole Road. Several National Register-eligible properties are within the 2-mile study area. Viewshed analysis indicates that the Facility will likely not be visible from these historic resources. The location of these resources is shown in Figure A2.

The Hill-Agor Farm – An historic farm consisting of a house, barn and chicken house is identified as a National Register eligible site. The building cluster is located on the same parcel as the host property, approximately 350 feet east of the proposed tower.

Fahnestock State Park – 29 acres of Fahnestock State Park is located within the 2-mile study area 1.6 miles northwest of the Facility. Viewshed analysis indicates that the Facility will likely not be visible from the State Park. The location of the Fahnestock State Park is shown of Figure A2.

**STUDY AREA RECONNAISSANCE**

On December 12, 2024, a visual analyst drove public roads to inventory areas where viewshed mapping identified potential Project visibility. Photographs were taken from sensitive visual resources, local roadways, and residential neighborhoods where viewshed analysis identified potential Facility views. Photos were also taken from locations where the Facility is not likely to be visible to balance the photo record and document visual conditions representative of less affected areas. Photographs were taken from 25 locations within the study area.

Photographs were taken using a Canon 6D Mark II digital single lens reflex (“DSLR”) 26-mega pixel camera with a lens setting of 50mm to minimize optical distortion and best represent human eyesight. The precise coordinates of each photo location were recorded in the field using a handheld global positioning system (GPS) unit.

Photo locations are identified on Figures A1 and A2. Photographs taken from each location are provided in Appendix B. Photographs were taken from the following locations:

**Table 2 – Photo Locations**

Map ID/ Picture # (Appendix B)	Location Description	Distance to Tower	Likely View Indicated by Land Cover Viewshed - (See Figures A1/A2)	Tower Visibility Based on 3D Modeling *	Photo/Simulation Provided as:
01	Airport Road/Hill Street near #161	610	NO	SEASONAL	Figure C1-C2
02	Airport Road/Hill Street near #161	420	NO	SEASONAL	Figure C3-C4
03	Airport Road	310	NO	SEASONAL	Figure C5-C6
04	Hill Street at Airport Road	1,030	NO	YES	Figure C7-C8
05	Cemetery along Hill Street near #161	1,010	NO	SEASONAL	Figure C9-C10
06	Putnam County Golf Course	2,410	YES	YES	Figure C11-C12
07	Putnam County Golf Course	2,210	NO	YES	
08	Hill Street near #237	2,350	NO	YES	Figure C13-C14
09	Kaitlin Drive near #8	1,850	NO	SEASONAL	
10	Airport Road	360	NO	SEASONAL	
11	Scott Road near #30	1,140	NO	NO	

12	Airport Road near Airport Park Parking Lot	890	YES	YES	Figure C15-C16
13	Airport Park parking lot	1,190	YES	YES	Figure C17-C18
14	Hill Street at Park Lane	1,830	NO	NO	
15	Hamlin Road at cul-de-sac	1,890	YES	NO	
16	Airport Park parking lot	1,030	NO	YES	Figure C19-C20
17	Putnam County Golf Course parking lot	950	NO	YES	Figure C21-C22
<b>Terminology</b>					
* "Tower Visible Based on 3D Modeling" differs from "Likely View indicated by Land Cover Viewshed" due to the use of LIDAR data which underestimates tree height in viewshed calculation.					

**PHOTO SIMULATIONS**

To illustrate how the Facility will appear photo simulations were prepared from five (5) affected photo locations. Photo simulations were developed by superimposing a rendering of a three-dimensional computer model of the proposed Facility into the base photograph taken from each corresponding visual receptor. The three-dimensional computer model was developed using *3D Studio Max Design*® software (3D Studio Max).

Simulated perspectives (camera views) were matched to the corresponding base photograph for each simulated view by replicating the precise coordinates of the field camera position (as recorded by handheld GPS) and the focal length of the camera lens used (e.g., 50mm). Precisely matching these parameters assures scale accuracy between the base photograph and the subsequent simulated view. The camera’s elevation (Z) value is derived from digital elevation model (DEM) data plus the camera’s height above ground level. The camera’s target position was set to match the bearing of the corresponding existing condition photograph as recorded in the field. With the existing conditions photograph displayed as a “viewport background,” and the viewport properties set to match the photograph’s pixel dimensions, minor camera adjustments were made (horizontal and vertical positioning, and camera roll) to align the horizon in the background photograph with the corresponding features of the 3D model.

To verify the camera alignment, elements visible within the photograph (e.g., existing buildings, utility poles, topography, etc.) were identified and digitized from digital orthophotos as needed. Each element was assigned a Z value based on DEM data and then imported to 3D Studio Max. A 3D terrain model was also created (using DEM data) to replicate the existing local topography. The digitized elements were then aligned with corresponding elements in the photograph by adjusting the camera target. If necessary, slight camera adjustments were made for accurate alignment.

A daylight system was created matching the exact date and time of each baseline photograph to assure proper shading and shadowing of modeled elements.

Once the camera alignment was verified, a to-scale 3D model of the proposed 160-foot-tall monopole telecommunications tower was merged into the model space. The 3D model of Facility was constructed in sufficient detail to accurately convey visual character and reveal impacts. The scale, alignment, elevations and location of the visible elements of the proposed tower are true to the conceptual design. Post production editing (i.e., mask out portion of tower that falls below or behind foreground



topography and vegetation) was completed using Adobe Photoshop software. The methodology accurately represents the location, height and visual character of the proposed tower.

Photo simulations are provided in Appendix C.

**SUMMARY AND CONCLUSION**

The Facility involves the construction of a wireless telecommunications structure consisting of a 160-foot-tall monopole tower designed to support up to four antenna levels.

The Facility is located within a wooded area off Airport Road in the hamlet of Mahopac, Town of Carmel, NY. The Facility is located on a cleared landscaping materials storage lot bordered on all sides by woodland which provides visual screening from off-site vantage points.

The study area is characterized by a moderately hilly landscape with areas of undeveloped woodland and areas of moderate density (1/2 to 2+ acre) single family residential development. Residential neighborhoods are commonly wooded, often with well landscaped understory areas that generally limit views to the immediate foreground. Along roadways, mature trees commonly extend to road edges preventing long distance vistas.

Viewshed Analysis Summary - Of the 8,040 acres within the 2-mile study area, a view of the proposed telecommunications tower is theoretically possible from approximately 106 acres (1.3%). Approximately 44 of these acres are on the surface of water bodies. Of the 501 acres within a half mile of the Facility, a view of the proposed tower is possible from approximately 52 acres (10%). Of these 52 acres, 49 acres of visibility is from County-owned land.

Visibility from Residential Neighborhoods and Local Roads - Residential development is generally clustered in planned single-family residential neighborhoods or road frontage properties. Residential properties are often well landscaped with mature deciduous and evergreen trees and understory vegetation which limit views to the immediate foreground. From most residential properties, views of the Facility will be substantially or fully screened by intervening mature vegetation – even during winter leaf-off-season.

Of the 6 miles of public roadways within ½-mile of the Facility, potential project direct views above intervening trees are found along approximately 1,900 linear feet (6%). Affected areas are brief road segments with intermittent glimpses views between existing roadside trees.

Conclusion - Viewshed analysis, the photo documentation and subsequent photo simulations demonstrate the Facility will be fully screened from a large majority of the surrounding landscape by intervening vegetation.

From most affected vantage points Facility views will be filtered through intervening deciduous stems and branches during winter leaf-off season. Such views will be substantially or completely screened during summer leaf-on season. In the limited areas where the Facility is visible above existing vegetation the tower remains low to the tree line and generally indistinct.

Based on this degree of Facility visibility, the potential project visibility is not of a size or extent that it would constitute an unacceptable magnitude. Nor does the Facility affect a sufficient number of public viewers or geographic area where the Facility can reasonably be deemed to be visually important. As such the proposed Project will not result in an adverse visual impact.

Visual impact is defined by the NYS Department of Environmental Conservation as follows:

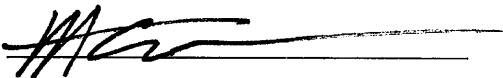
“Aesthetic impact occurs when there is a detrimental effect on the perceived beauty of a place or structure. Mere visibility of a project should not be a threshold for decision making. Instead a project, by virtue of its visibility, must clearly interfere with or reduce the public’s enjoyment or appreciation of the appearance of a significant place or structure”<sup>3</sup> ...“Significant aesthetic impacts are those that may cause a diminishment of the public enjoyment and appreciation of an inventoried resource, or one that impairs the character or quality of such a place” ...“the fact that a project is large, by itself, should not be a trigger for positive declaration under SEQR”.<sup>4</sup>

In other words, the DEC Visual Policy recognizes that not everything that is visible rises to the level of an Aesthetic Impact, and not all Aesthetic Impacts rise to the level of a Significant Aesthetic Impact that may diminish public enjoyment of the resource.

Based on the degree of Facility visibility and proposed monopole design, it is clear that any remaining project visibility is not of a size or extent that it would constitute an unacceptable magnitude. Nor does the Facility affect large number of public viewers or geographic area where the Facility can reasonably be deemed to be visually important as defined by SEQRA.

Furthermore, when considered within the framework of the DEC Visual Policy’s definition of “significant adverse visual impact”, it is clear the Facility will not cause a diminishment of the public enjoyment and appreciation of any scenic or historic resource, or one that impairs the character or quality of such a place. As such the proposed Project will not result in an adverse visual impact.

Submitted by:



Matthew W. Allen, RLA

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<sup>3</sup> NYSDEC Visual Policy (DEP-00-2), p15.

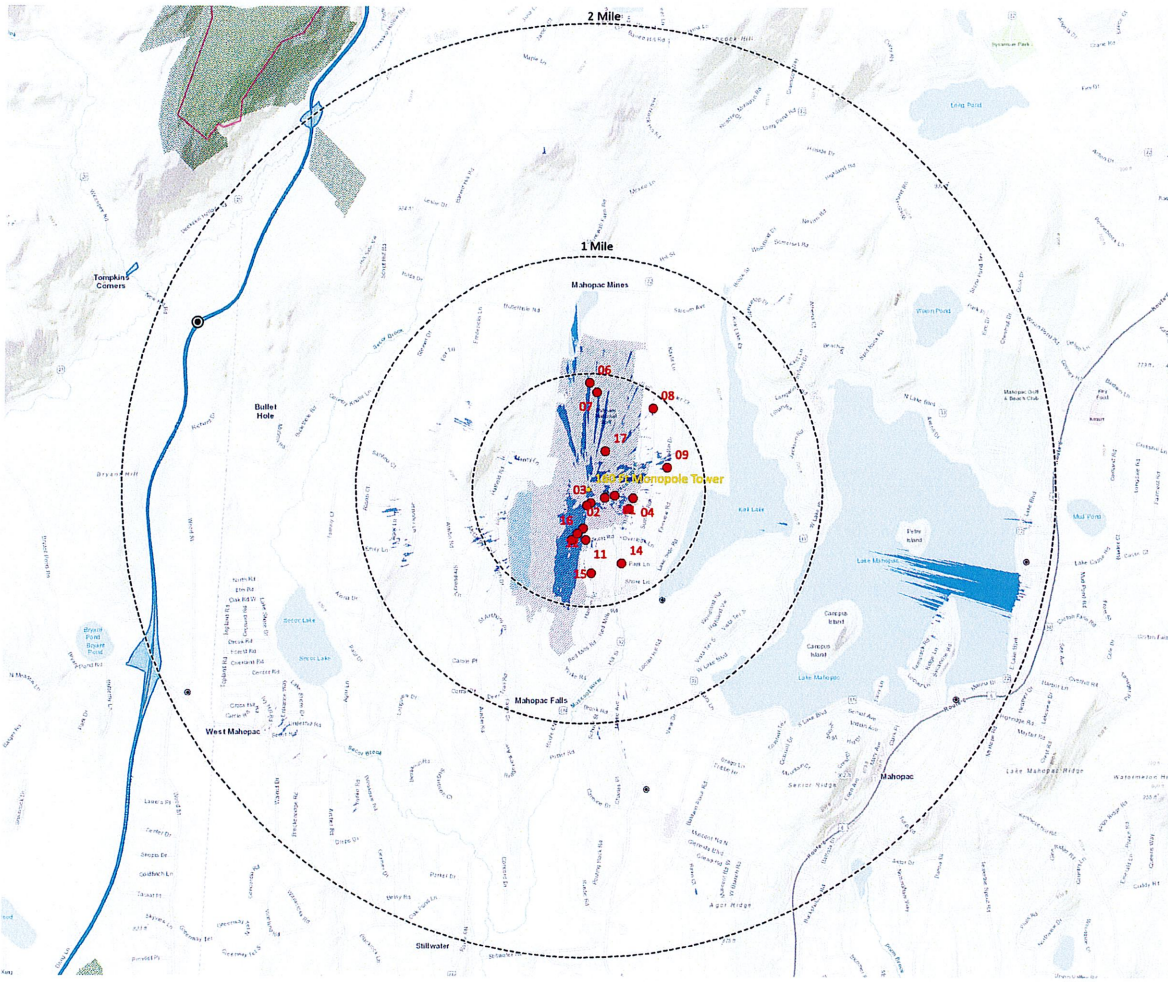
<sup>4</sup> *Id.* p.9.

APPENDIX A  
Viewshed Maps

# MAHOPAC AIRPORT (NY187)

161 Hill St./Airport Rd.  
Mahopac, NY 10541

Figure A1  
Viewshed Map  
2 Mile Radius

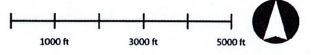


- Legend**
- Area of Likely Visibility
  - Distance Rings
  - Photo Location
  - Tower Location
  - Simulation

- Visually Sensitive Resources**
- Municipal Park
  - National Register Historic District
  - National Register Historic Property
  - State Park
  - National Register Historic Property
  - National Register Historic Property - Eligible

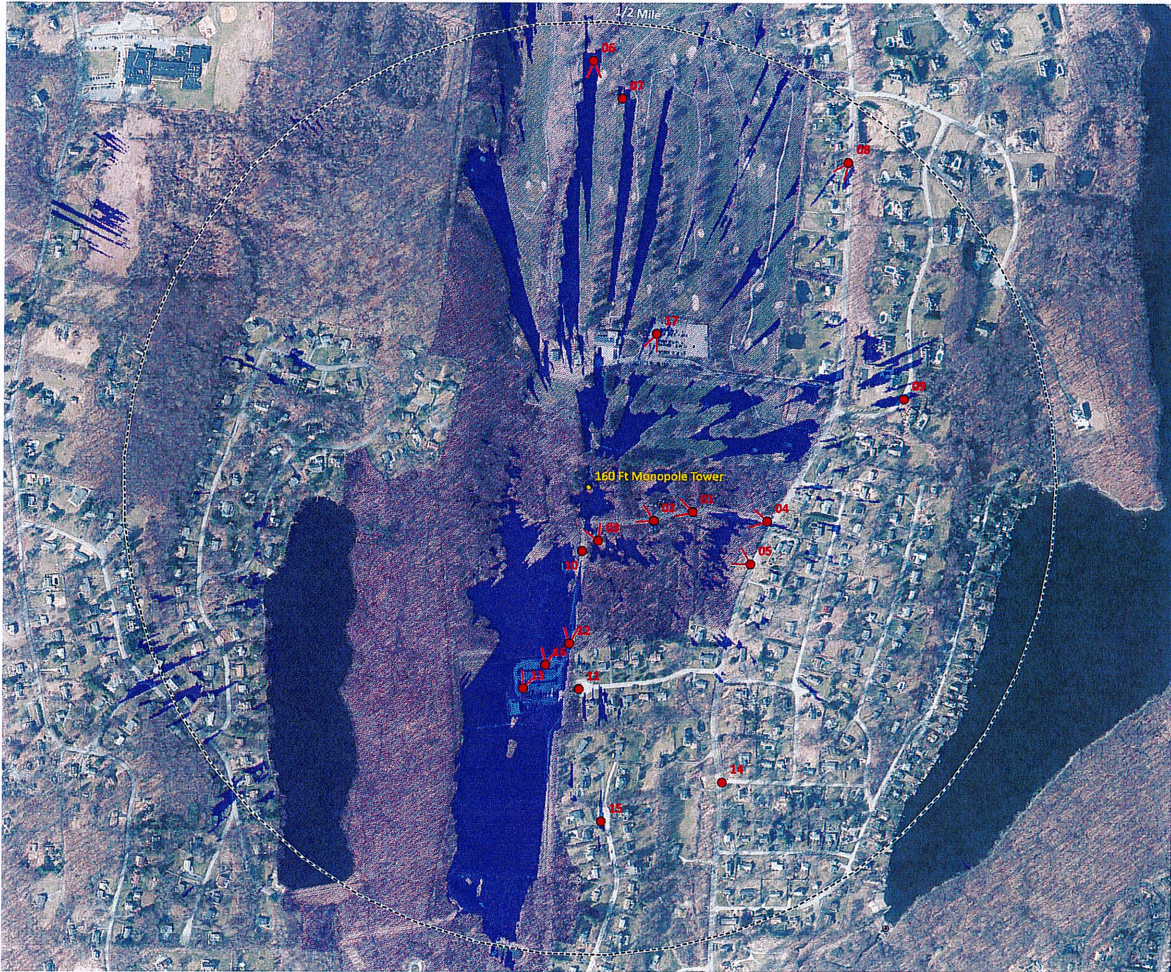
Note: Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

This viewshed area includes the screening effect of intervening vegetation and buildings. The location and height of vegetated areas and buildings is based on current LIDAR data acquired from the NYS GIS Clearinghouse.



SARATOGA ASSOCIATES





**MAHOPAC AIRPORT (NY187)**

161 Hill St./Airport Rd.  
Mahopac, NY 10541

Figure A2  
Viewshed Map  
1/2 Mile Radius

**Legend**

- Area of Likely Visibility
- Distance Rings
- Photo Location
- Tower Location
- V Simulation

**Visually Sensitive Resources**

- Municipal Park
- National Register Historic Property
- National Register Historic Property - Eligible

Note: Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

This viewshed area includes the screening effect of intervening vegetation and buildings. The location and height of vegetated areas and buildings is based on current LIDAR data acquired from the NYS GIS Clearinghouse.



SARATOGA  
ASSOCIATES

HOMELAND  
TOWERS

## APPENDIX B

### Photo Log



Existing View

01	Airport Road/Hill Street near #161	Distance to Site 610 ft	Tower Visibility Seasonal
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Existing View

02	Airport Road/Hill Street near #161	Distance to Site 420 ft	Tower Visibility Seasonal
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PHOTO LOG - December 12, 2024

Figure B1





Existing View

03	Airport Road	Distance to Site 310 ft	Tower Visibility Seasonal
----	--------------	----------------------------	------------------------------

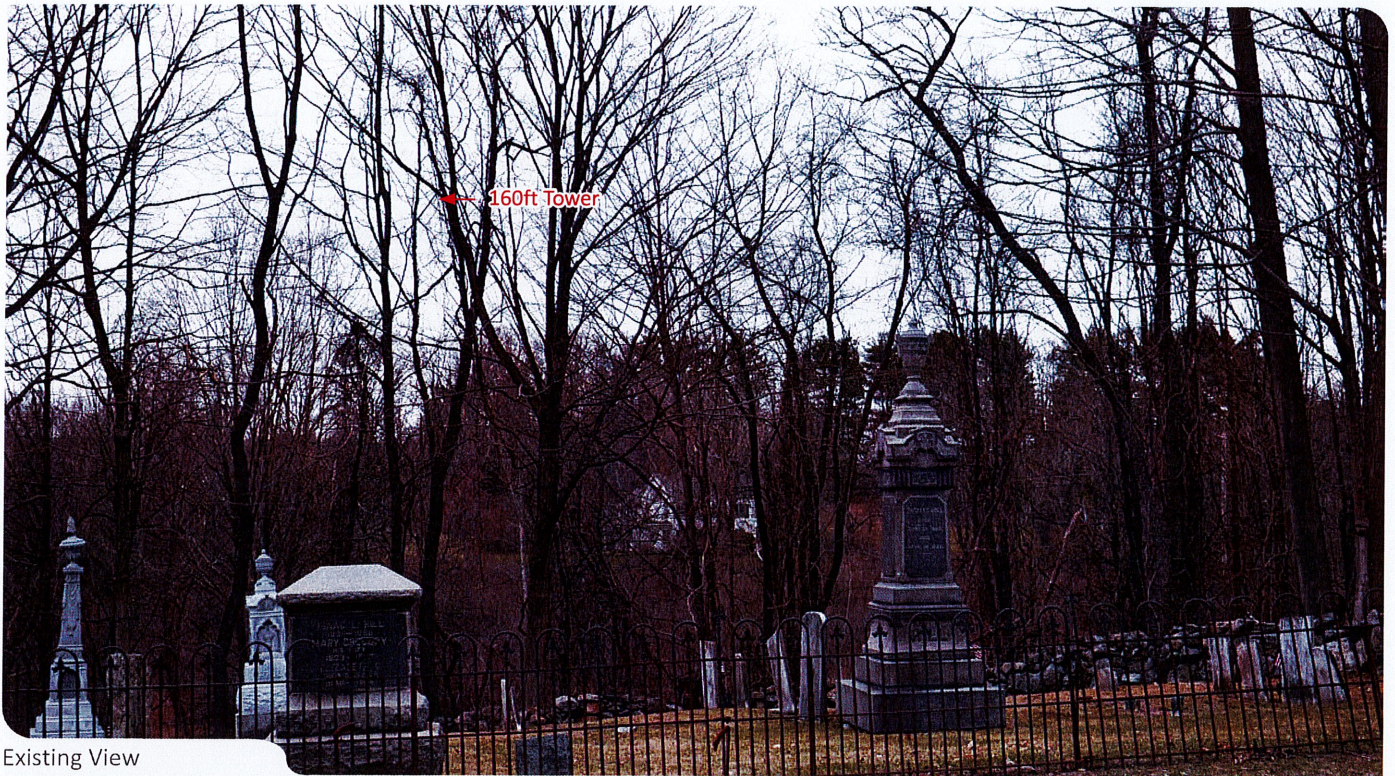


Existing View

04	Hill Street at Airport Road	Distance to Site 1,030 ft	Tower Visibility Visible
----	-----------------------------	------------------------------	-----------------------------

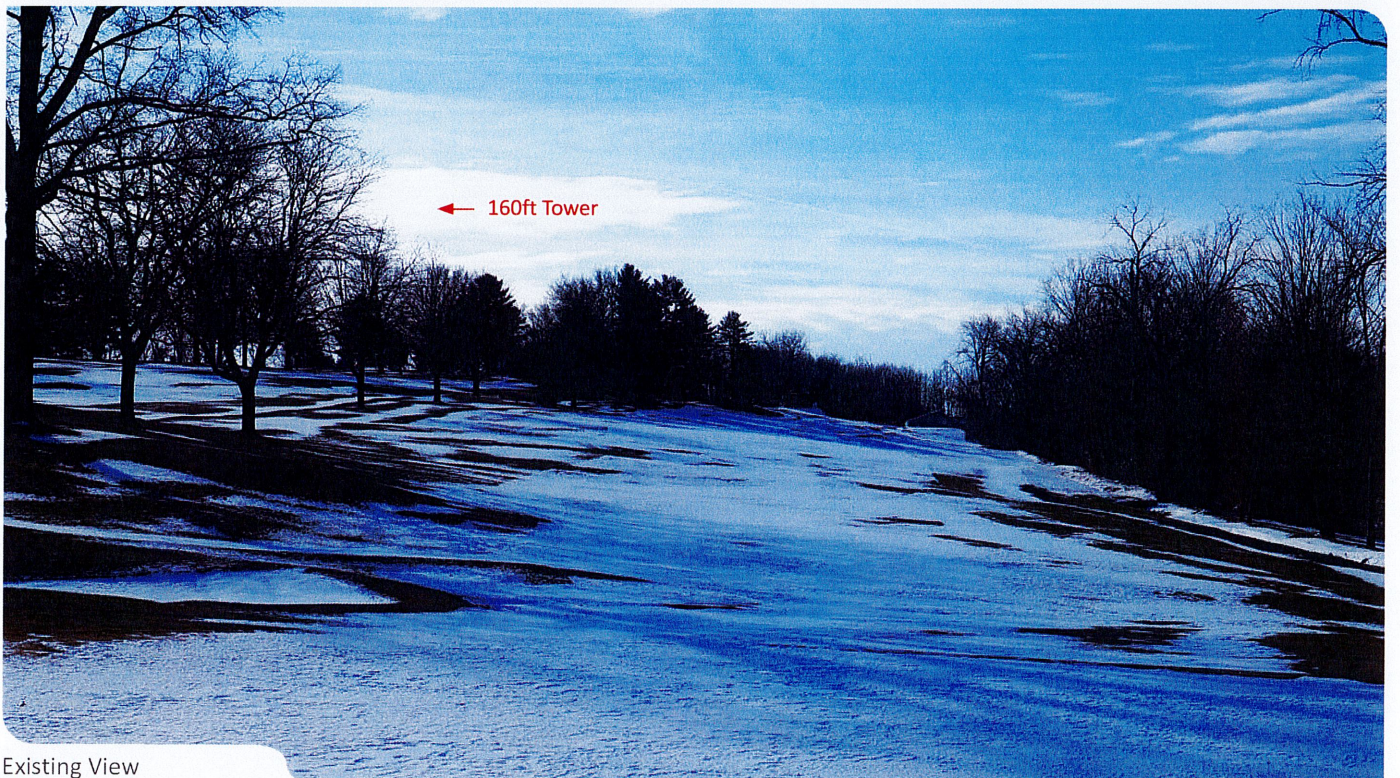
PHOTO LOG - December 12, 2024

Figure B2



Existing View

05	Cemetery along Hill Street near #161	Distance to Site 1,010 ft	Tower Visibility Filtered
----	--------------------------------------	------------------------------	------------------------------



Existing View

06	Putnam County Golf Course	Distance to Site 2,410 ft	Tower Visibility Visible
----	---------------------------	------------------------------	-----------------------------

PHOTO LOG - December 12, 2024

Figure B3



Existing View

07	Putnam County Golf Course	Distance to Site 2,210 ft	Tower Visibility Visible
----	---------------------------	------------------------------	-----------------------------



Existing View

08	Hill Street near #237	Distance to Site 2,350 ft	Tower Visibility Visible
----	-----------------------	------------------------------	-----------------------------

PHOTO LOG - December 12, 2024

Figure B4



Existing View

09	Kaitlin Drive near #8	Distance to Site 1,850 ft	Tower Visibility Filtered
----	-----------------------	------------------------------	------------------------------



Existing View

10	Airport Road	Distance to Site 360 ft	Tower Visibility Filtered
----	--------------	----------------------------	------------------------------

PHOTO LOG - December 12, 2024

Figure B5



Existing View

11	Scott Road near #30	Distance to Site 1,140 ft	Tower Visibility Not Visible
----	---------------------	------------------------------	---------------------------------



Existing View

12	Airport Road	Distance to Site 890 ft	Tower Visibility Visible
----	--------------	----------------------------	-----------------------------

PHOTO LOG - December 12, 2024

Figure B6



Existing View

13	Airport Park parking lot	Distance to Site 1,190 ft	Tower Visibility Visible
----	--------------------------	------------------------------	-----------------------------



Existing View

14	Hill Street at Park Lane	Distance to Site 1,830 ft	Tower Visibility Not Visible
----	--------------------------	------------------------------	---------------------------------

PHOTO LOG - December 12, 2024

Figure B7



Existing View

15	Hamlin Road at cul-de-sac	Distance to Site 1,890 ft	Tower Visibility Not Visible
----	---------------------------	------------------------------	---------------------------------



Existing View

16	Airport Park parking lot	Distance to Site 1,030 ft	Tower Visibility Visible
----	--------------------------	------------------------------	-----------------------------

PHOTO LOG - December 12, 2024

Figure B8



Existing View

		Distance to Site	Tower Visibility
17	Putnam County Golf Course parking lot	950 ft	Visible

Existing View

		Distance to Site	Tower Visibility

PHOTO LOG - December 12, 2024

Figure B9



APPENDIX C  
Photo Simulations

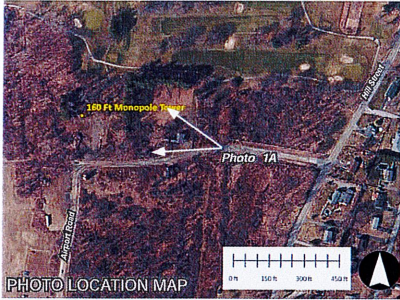


Photo 01 - Airport Road  
EXISTING CONDITION

Figure C1

PHOTO SIMULATIONS

Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY

Photograph Information

Date: March 30, 2023  
 Time: 2:51 pm  
 Focal Length: 31mm  
 Camera: NIKON D3500

Photo Location: 41° 23' 07.7870" N  
 73° 45' 42" 42.0450" W  
 Distance to Tower: 610 Feet





Photo 01 - Airport Road  
SIMULATED CONDITION

SARATOGA  
ASSOCIATES

Photograph Information

Date: March 30, 2023  
 Time: 2:51 pm  
 Focal Length: 31mm  
 Camera: NIKON D3500

Photo Location: 41° 23' 07.7870" N  
 73° 45' 42" 42.0450" W  
 Distance to Tower: 610 Feet



Figure C2  
 PHOTO SIMULATIONS  
 Visual Resource Assessment  
 MAHOPAC AIRPORT (NY-187)  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY

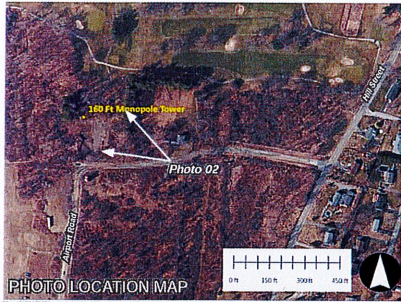


Photo 02 - Airport Road  
EXISTING CONDITION

Figure C3

PHOTO SIMULATIONS

Visual Resource Assessment

**MAHOPAC AIRPORT (NY-187)**  
Wireless Telecommunications Facility

161 Hill St./Airport Rd.  
Mahopac, Town of Carmel, Putnam County, NY

Photograph Information

Date: March 30, 2023  
Time: 2:47 pm  
Focal Length: 31mm  
Camera: NIKON D3500

Photo Location: 41° 23' 07.3231" N  
73° 45' 45.3026" W  
Distance to Tower: 420 Feet





Photo 02 - Airport Road  
SIMULATED CONDITION

Figure C4  
PHOTO SIMULATIONS

Photograph Information

Date: March 30, 2023  
 Time: 2:47 pm  
 Focal Length: 31mm  
 Camera: NIKON D3500

Photo Location: 41° 23' 07.3231" N  
 73° 45' 45.3026" W  
 Distance to Tower: 420 Feet



Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY

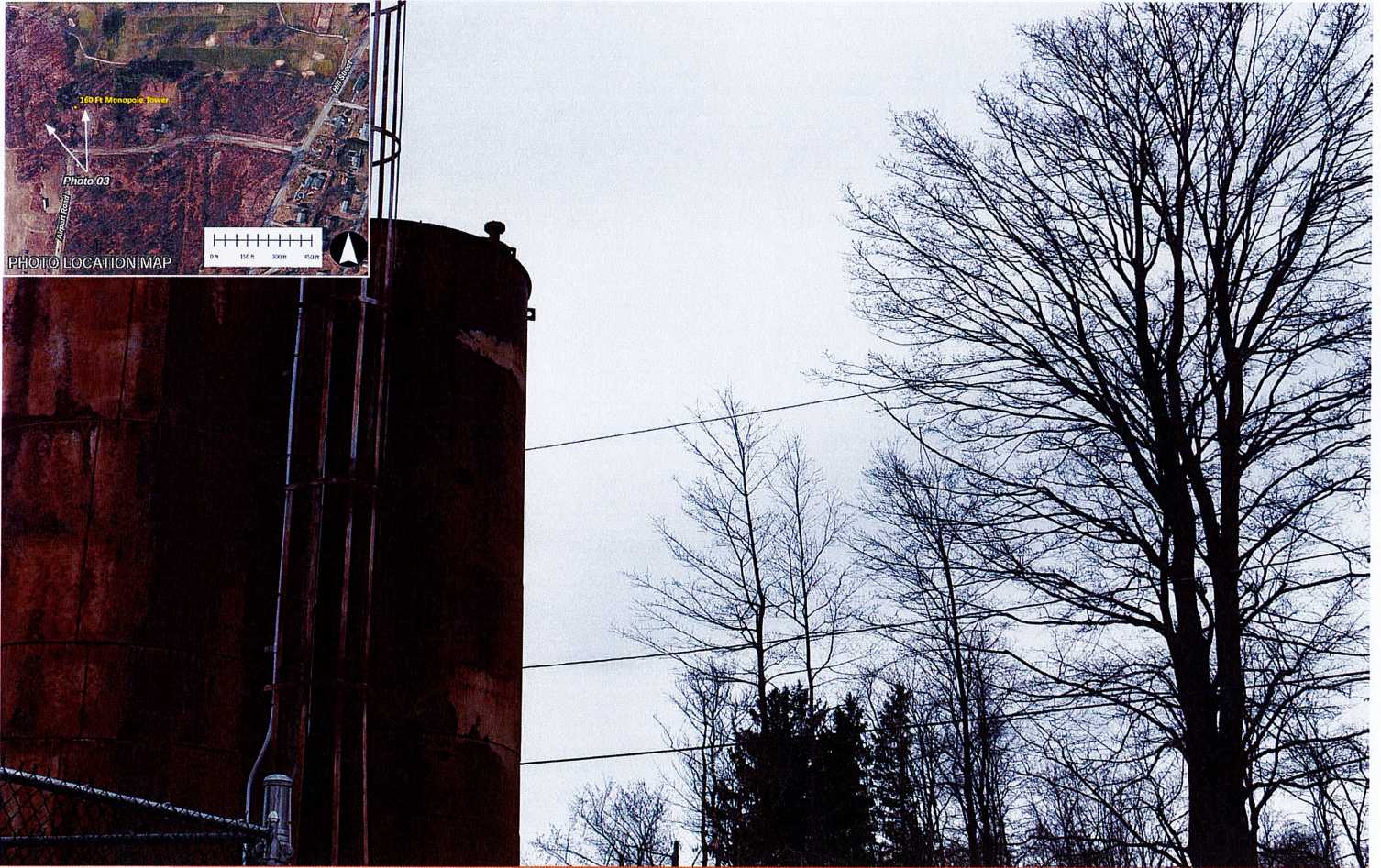


Photo 03 - Airport Park  
EXISTING CONDITION

Figure C5  
PHOTO SIMULATIONS

SARATOGA  
ASSOCIATES

Photograph Information

Date: March 30, 2023  
 Time: 2:49 pm  
 Focal Length: 31mm  
 Camera: NIKON D3500

Photo Location: 41° 23' 06.2264" N  
 73° 45' 49.4331" W  
 Distance to Tower: 310 Feet



Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY



Photo 03 - Airport Park  
SIMULATED CONDITION

Figure C6

PHOTO SIMULATIONS

Visual Resource Assessment

MAHOPAC AIRPORT (NY-187)

Wireless Telecommunications Facility

161 Hill St./Airport Rd.

Mahopac, Town of Carmel, Putnam County, NY

Photograph Information

Date: March 30, 2023  
Time: 2:49 pm  
Focal Length: 31mm  
Camera: NIKON D3500

Photo Location: 41° 23' 06.2264" N  
73° 45' 49.4331" W  
Distance to Tower: 310 Feet



SARATOGA  
ASSOCIATES

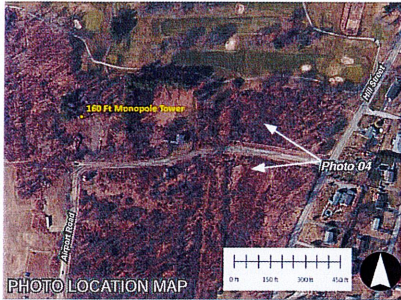


Photo 04 - Airport Road at Hill Street  
EXISTING CONDITION

Figure C7

**PHOTO SIMULATIONS**

Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY

**Photograph Information**

Date: March 30, 2023  
 Time: 2:51 pm  
 Focal Length: 31mm  
 Camera: NIKON D3500

Photo Location: 41° 23' 07.2484" N  
 73° 45' 36.9343" W  
 Distance to Tower: 1,030 Feet







Photo 04 - Airport Road at Hill Street  
SIMULATED CONDITION

Figure C8

PHOTO SIMULATIONS

Visual Resource Assessment

MAHOPAC AIRPORT (NY-187)

Wireless Telecommunications Facility

161 Hill St./Airport Rd.

Mahopac, Town of Carmel, Putnam County, NY

Photograph Information

Date: March 30, 2023  
 Time: 2:51 pm  
 Focal Length: 31mm  
 Camera: NIKON D3500

Photo Location: 41° 23' 07.2484" N  
 73° 45' 36.9343" W  
 Distance to Tower: 1,030 Feet





Photo 05 - Hills Cemetary  
EXISTING CONDITION

Figure C9

PHOTO SIMULATIONS

Visual Resource Assessment

**MAHOPAC AIRPORT (NY-187)**  
Wireless Telecommunications Facility  
161 Hill St./Airport Rd.  
Mahopac, Town of Carmel, Putnam County, NY

Photograph Information

Date: March 30, 2023  
Time: 2:52 pm  
Focal Length: 31mm  
Camera: NIKON D3500

Photo Location: 41° 23' 04.8670" N  
73° 45' 38.1961" W  
Distance to Tower: 1,010 Feet





Photo 05 - Hills Cemetary  
SIMULATED CONDITION

Photograph Information

Date: March 30, 2023  
 Time: 2:52 pm  
 Focal Length: 31mm  
 Camera: NIKON D3500

Photo Location: 41° 23' 04.8670" N  
 73° 45' 38.1961" W  
 Distance to Tower: 1,010 Feet



Figure C10  
 PHOTO SIMULATIONS  
 Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY

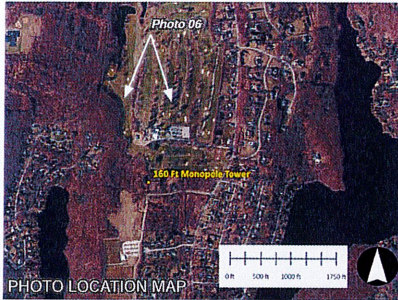


Photo 06 - Putnam County Golf Course  
EXISTING CONDITION

Photograph Information

Date: January 13, 2022  
 Time: 9:50 am  
 Focal Length: 50mm  
 Camera: Canon EOS 6D Mark II

Photo Location: 41° 23' 33.0756" N  
 73° 45' 49.6440" W  
 Distance to Tower: 2,410 Feet



Figure C11  
**PHOTO SIMULATIONS**  
 Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY



Photo 06 - Putnam County Golf Course  
SIMULATED CONDITION

Photograph Information

Date: January 13, 2022  
 Time: 9:50 am  
 Focal Length: 50mm  
 Camera: Canon EOS 6D Mark II

Photo Location: 41° 23' 33.0756" N  
 73° 45' 49.6440" W  
 Distance to Tower: 2,410 Feet



Figure C12  
**PHOTO SIMULATIONS**  
 Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY



Photo 08 - Hill Street near #237  
EXISTING CONDITION

Figure C13  
PHOTO SIMULATIONS

Photograph Information

Date: December 12, 2024  
 Time: 10:01 am  
 Focal Length: 50mm  
 Camera: Canon EOS 6D Mark II

Photo Location: 41° 23' 27.2598" N  
 73° 45' 30.5662" W  
 Distance to Tower: 2,350 Feet



Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY



Photo 08 - Hill Street near #237  
SIMULATED CONDITION

Figure C14  
PHOTO SIMULATIONS

Photograph Information

Date: December 12, 2024  
 Time: 10:01 am  
 Focal Length: 50mm  
 Camera: Canon EOS 6D Mark II

Photo Location: 41° 23' 27.2598" N  
 73° 45' 30.5662" W  
 Distance to Tower: 2,350 Feet



Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY

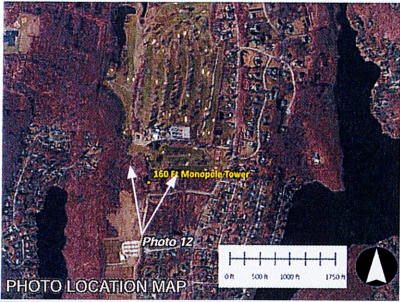


Photo 12 - Airport Road near Airport Park Parking Lot  
EXISTING CONDITION

Figure C15

PHOTO SIMULATIONS

Visual Resource Assessment

MAHOPAC AIRPORT (NY-187)

Wireless Telecommunications Facility

161 Hill St./Airport Rd.

Mahopac, Town of Carmel, Putnam County, NY

Photograph Information

Date: December 12, 2024  
 Time: 10:55 am  
 Focal Length: 50mm  
 Camera: Canon EOS 6D Mark II

Photo Location: 41° 23' 00.5100" N  
 73° 45' 51.6168" W  
 Distance to Tower: 890 Feet







Photo 12 - Airport Road near Airport Park Parking Lot  
SIMULATED CONDITION

Photograph Information

Date: December 12, 2024  
 Time: 10:55 am  
 Focal Length: 50mm  
 Camera: Canon EOS 6D Mark II

Photo Location: 41° 23' 00.5100" N  
 73° 45' 51.6168" W  
 Distance to Tower: 890 Feet



Figure C16  
 PHOTO SIMULATIONS  
 Visual Resource Assessment  
 MAHOPAC AIRPORT (NY-187)  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY

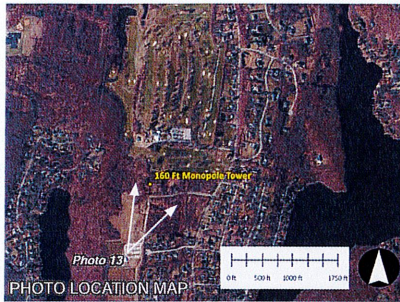


Photo 13 - Airport Park Parking Lot  
EXISTING CONDITION

Figure C17  
PHOTO SIMULATIONS

SARATOGA  
ASSOCIATES

Photograph Information

Date:	December 12, 2024	Photo Location:	41° 22' 58.0368" N
Time:	11:01 am		73° 45' 55.0728" W
Focal Length:	50mm	Distance to Tower:	1,190 Feet
Camera:	Canon EOS 6D Mark II		



Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY



Photo 13 - Airport Park Parking Lot  
SIMULATED CONDITION

Figure C18

PHOTO SIMULATIONS

Visual Resource Assessment

MAHOPAC AIRPORT (NY-187)

Wireless Telecommunications Facility

161 Hill St./Airport Rd.

Mahopac, Town of Carmel, Putnam County, NY

Photograph Information

Date: December 12, 2024  
 Time: 11:01 am  
 Focal Length: 50mm  
 Camera: Canon EOS 6D Mark II

Photo Location: 41° 22' 58.0368" N  
 73° 45' 55.0728" W  
 Distance to Tower: 1,190 Feet



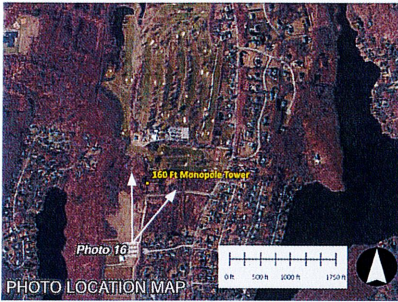


Photo 16 - Airport Park Parking Lot  
EXISTING CONDITION

Figure C19

PHOTO SIMULATIONS

Visual Resource Assessment

MAHOPAC AIRPORT (NY-187)

Wireless Telecommunications Facility

161 Hill St./Airport Rd.

Mahopac, Town of Carmel, Putnam County, NY

Photograph Information

Date: January 13, 2022  
 Time: 12:15 pm  
 Focal Length: 50mm  
 Camera: Canon EOS 6D Mark II

Photo Location: 41° 22' 59.3472" N  
 73° 45' 53.3988" W  
 Distance to Tower: 1,030 Feet





Photo 16 - Airport Park Parking Lot  
SIMULATED CONDITION

Figure C20

PHOTO SIMULATIONS

Visual Resource Assessment

MAHOPAC AIRPORT (NY-187)

Wireless Telecommunications Facility

161 Hill St./Airport Rd.

Mahopac, Town of Carmel, Putnam County, NY

Photograph Information

Date: January 13, 2022  
 Time: 12:15 pm  
 Focal Length: 50mm  
 Camera: Canon EOS 6D Mark II

Photo Location: 41° 22' 59.3472" N  
 73° 45' 53.3988" W  
 Distance to Tower: 1,030 Feet

SARATOGA  
ASSOCIATES



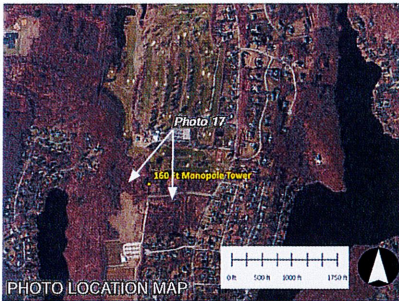


Photo 17 - Putnam County Golf Course Parking Lot  
EXISTING CONDITION

Photograph Information

Date: December 12, 2024  
 Time: 12:41 pm  
 Focal Length: 50mm  
 Camera: Canon EOS 6D Mark II

Photo Location: 41° 23' 17.7684" N  
 73° 45' 45.0432" W  
 Distance to Tower: 950 Feet



Figure C21  
PHOTO SIMULATIONS

Visual Resource Assessment  
 MAHOPAC AIRPORT (NY-187)  
 Wireless Telecommunications Facility  
 161 Hill St./Airport Rd.  
 Mahopac, Town of Carmel, Putnam County, NY



Photo 17 - Putnam County Golf Course Parking Lot  
SIMULATED CONDITION

Photograph Information

Date:	December 12, 2024	Photo Location:	41° 23' 17.7684" N
Time:	12:41 pm		73° 45' 45.0432" W
Focal Length:	50mm	Distance to Tower:	950 Feet
Camera:	Canon EOS 6D Mark II		

SARATOGA  
ASSOCIATES



Figure C22  
PHOTO SIMULATIONS  
Visual Resource Assessment  
**MAHOPAC AIRPORT (NY-187)**  
Wireless Telecommunications Facility  
161 Hill St./Airport Rd.  
Mahopac, Town of Carmel, Putnam County, NY

Phyp. 4/14/2025  
APPROVAL  
LEASE FOR #6a  
#6b

**WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT**

THIS WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT (this “Lease” or “Agreement”), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ (the “Execution Date”), by and between the COUNTY OF PUTNAM, a New York municipal corporation having its principal offices at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the “Landlord”), and HOMELAND TOWERS, LLC, a limited liability company, having its principal offices at 9 Harmony Street, 2<sup>nd</sup> Floor, Danbury CT 06810 (hereinafter referred to as the “Tenant”). Each of Landlord and Tenant is individually referred to herein as a “Party,” and collectively as the “Parties.”

**RECITALS**

WHEREAS, Landlord is the owner of a certain parcel of land located in the Town of Mahopac at 161 Hill Street, designated as Tax Map No. 64.14-1-8 (the “Property”); and

WHEREAS, Tenant is a provider of wireless telecommunications infrastructure and desires to lease from Landlord approximately two thousand six hundred and eleven (2,611) square feet of the Property, as shown on the “Site Plan” attached hereto and incorporated herein as **Exhibit “A”** which Site Plan also includes a legal description of the premises (the “Leased Premises” or the “Premises”), to construct a radio transmission tower facility for Tenant’s use and that of its subtenants, licensee and customers (collectively, “Customers”). The radio transmission tower facility includes a monopole tower, building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the “Telecommunications Facilities”); and

WHEREAS, Landlord is willing to lease to Tenant, and Tenant is willing to lease from Landlord, the Leased Premises upon the terms and conditions set forth in this Lease.



NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Landlord and Tenant hereby agree as follows:

**SECTION 1 – LEASED PREMISES AND PERMITTED USE**

Landlord hereby leases the Leased Premises to Tenant for the construction, operation, maintenance, repair and/or replacement of the Telecommunications Facilities for the transmission and reception of communication signals (the “Permitted Use”) by at least four (4) telecommunications service providers. The parties agree that the Telecommunications Facilities shall be consistent with the Site Plan.

**SECTION 2 – TERM**

The “Initial Term” of this Lease will be ten (10) years from the Commencement Date, as defined below, and shall automatically renew for up to six (6) additional terms of five (5) years each (each, a “Renewal Term”) unless Tenant notifies Landlord of its intention not to renew prior to the commencement of the succeeding Renewal Term. The Initial Term and each successive Renewal Term are referred to herein as the “Term.”

**SECTION 3 – RENT**

(A) The Initial Term of this Agreement and Tenant’s obligation to pay Rent, as defined in the following sentence, shall commence on the first day of the month following the date on which Tenant receives the first payment of rent/license fees from the first Customer installed at the Premises pursuant to the terms of a communications license agreement entered into by Tenant and such Customer (the “Commencement Date”). Beginning on the Commencement Date, Tenant shall pay to Landlord as monthly “Rent”) an amount equal to (a) Two Thousand Dollars (\$2,000.00) per month (the “Minimum Rent”), or (b) Thirty Five percent (35%) of the Gross Rent collected by Tenant from Customers, whichever is higher. As used herein “Gross Income” means the recurring rental payments actually received by Tenant from Customers for the occupancy and use of all or any part of the Premises, and expressly excludes the following fees, reimbursements, taxes and pass-throughs paid to Tenant by Customers: (i) not more than industry standard installation and maintenance fees for

services provided by Tenant on behalf of its Customers; (ii) not more than industry standard operating expenses, common area cost, and tenant improvement fees and reimbursements; (iii) utility charges; (iv) damage awards, indemnification payments, and related reimbursements; (v) insurance proceeds (with the limited exception of business interruption insurance, to the extent applicable); (vi) sums collected from Customers for taxes for which Customers are responsible; (vii) un-forfeited security deposits; and (viii) any proceeds applicable to Tenant's assignment of this Agreement.

(B) The "Rent" shall be paid monthly in advance to Landlord at the Landlord's address written above, or to such other address as Landlord may designate to Tenant in writing per notice given pursuant to Section 17 below, at least thirty (30) days prior to the following date that the Rent is due. If the Initial Term or Renewal Term, as the case may be, does not begin on the first day of a calendar month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the then-current term and the denominator of which is the total number of days in the full calendar month.

(C) On each annual anniversary of the Commencement Date of this Agreement, the monthly Rent will increase by three percent (3%) of the monthly Rent paid during the previous lease year.

(D) Tenant agrees that the payment of Rent as it becomes due hereunder shall be without the necessity of a demand or invoice from Landlord, and that Tenant shall pay as an additional fee equal to five percent (5%) of each installment of Rent paid more than ten (10) days after its due date.

(E) Tenant agrees to pay a one-time fee to Landlord in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00). Payment will be made to Landlord within forty-five (45) days following the Execution Date.

#### **SECTION 4 – COMPLIANCE WITH LAW**

(A) Tenant shall, at its expense, comply with all applicable present and future federal, state and local laws, ordinances, rules and regulations including, but not limited to, laws and ordinances relating to health, safety, radio frequency emissions, and radiation, and Federal Aviation Administration (“FAA”) approval of the tower that is a part of the Telecommunications Facilities (the “Tower”) in connection with the use, operation, maintenance, construction and/or installation of the Telecommunications Facilities on the Leased Premises. It is understood and agreed that Tenant’s ability to use the Leased Premises is contingent upon its obtaining, after the Execution Date of this Agreement, a satisfactory building structural and environmental analysis, if Tenant so requires, and all of the certificates, permits, licenses and other approvals including, without limitation, parkland alienation (collectively the “Governmental Approvals”) that may be required by any federal, state or local authorities which will permit Tenant’s use of the Premises as set forth herein. Landlord shall cooperate with Tenant, at Tenant’s expense, in its effort to obtain such Approvals.

(B) Notwithstanding any other paragraph to this Agreement, it is understood and agreed that the formation and effectiveness of this Agreement is expressly contingent upon (1) the Parties’ obtaining approval for parkland alienation from the New York State Legislature; and (2) Landlord obtaining a waiver from the City of New York Department of Environmental Protection of its right of first refusal in connection with the use of the Leased Premises in the manner authorized by this Agreement, which right of first refusal is included in Restrictive Deed Covenant No. 4 of that certain Deed in favor of Landlord dated December 23, 2003 and recorded on December 29, 2003 among the Official Records of Putnam County, New York at Book 1647, Page 279 (the “NYC DEP ROFR”).

(C) Landlord hereby agrees that the portion of the Property on which the Leased Premises are located is hereby released from the restrictions set forth in the Deeds limiting the use of the Property for any purpose other than as a golf course or other residential property (the “Deed Restrictions”). As used herein, “Deeds” means the following deeds recorded in the Official Records of Putnam County, NY: (i) that certain

deed recorded on July 13, 1955 at Book 462, Page 435; (ii) that certain deed recorded on May 12, 1958 at Book 501, Page 461, and (iii) that certain deed recorded on November 30, 1959 at Book 524, Page 483. Furthermore, Landlord agrees to execute any and all other documents that may be required by Tenant's title insurer to confirm the release of the Deed Restrictions.

(D) In the event that: (i) the structural or environmental analysis is unsatisfactory to Tenant, (ii) any of Tenant's applications for Governmental Approvals are rejected or Tenant determines that such Governmental Approvals may not be obtained in a timely manner and/or on terms acceptable to Tenant, (iii) any Governmental Approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, (iv) Tenant reasonably determines that the site is no longer technically compatible or otherwise suitable for its use, or (v) Tenant reasonably determines that it is unable to use the Premises for its intended purposes, Tenant shall have the right to terminate this Agreement upon thirty (30) days written notice to Landlord given pursuant to Section 17 of this Agreement. All Rent paid by Tenant under this Agreement for periods pertaining prior to the termination date shall be retained by Landlord. Upon any such termination, this Agreement shall be null and void and the parties shall have no further obligations, including the payment of money, to each other except those obligations that are expressly identified in this Agreement as surviving the expiration or earlier termination hereof.

#### **SECTION 5 – LANDLORD'S USE OF PREMISES**

(A) Tenant shall have the sole right to lease/license space within the Leased Premises and on the Telecommunications Facilities to Customers for the Permitted Use. Customers seeking to install antennas shall provide, at their expense, sufficient information as may be reasonably required by Tenant to determine that the new proposed use will not interfere with the pre-existing use of the Tower by Landlord, Tenant or other Customers. Tenant shall not unreasonably withhold its approval of any such use subject to the provisions of the following paragraph *provided, however*, that such use shall be subject to such commercially-reasonable terms

and conditions (including, without limitation, financial terms and conditions) as are acceptable to Tenant and each Customer.

(B) Tenant shall construct its Tower to allow for at least four (4) telecommunications service providers to place antennas on the Tower. Tenant shall lease available space on such commercially-reasonable terms and conditions (including, without limitation, financial terms and conditions) as are acceptable to Tenant and each Customer so as to encourage co-location at the Telecommunications Facilities.

(C) The Parties agree that Landlord shall have the right to place and operate certain equipment owned by Landlord on the Telecommunications Facilities at no charge pursuant to the terms of the Communications License Agreement attached hereto and incorporated herein as **Exhibit “C”** (the “Communications License Agreement”). As reflected on Exhibit “A” to the Communications License Agreement, Tenant shall be permitted to place a twenty-one (21) foot omni antenna and a microwave dish on the top ten (10) feet of the Tower and to place the equipment described in Exhibit “A” thereto within the ninety (90) to one hundred and ten (110) foot level of the Tower. The aforementioned heights refer to the locations on the Tower at the height at which it is initially approved by the Putnam County Planning Department and assume that such initially-approved tower height will be one hundred and sixty (160) feet. The Parties shall execute the Communications License Agreement (which, among other things, provides that Tenant shall be solely responsible for all costs associated with its equipment at the Telecommunications Facilities) promptly following the Commencement Date of this Agreement.

#### **SECTION 6 – TENANT IMPROVEMENTS AND REMOVAL**

(A)(1) The plans and specifications for all improvements have been approved by both Parties and are attached hereto as **Exhibit “D”** (the “Plans and Specifications”). The Plans and Specifications are drawn to scale and show: (i) the proposed location of antennas, equipment shelter or pad, driveway and parking areas; (ii) the proposed landscape plan; (iii) the proposed type and height of fencing; (iv) the proposed color of all

structures, including fencing; and (v) the proposed type of construction material for all structures, including fencing.

(A)(2) Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

(A)(4) Landlord agrees and acknowledges that: (i) the Telecommunications Facilities and all of the equipment, fixtures and property of Tenant that are a part thereof shall remain the personal property of Tenant whether or not said items are deemed to constitute fixtures and/or attachments to real property under applicable law; and (ii) Tenant shall have the right to remove the same at any time during the Term of this Agreement.

(B)(1) At Landlord's request, Tenant shall remove the Telecommunications Facilities (excluding the tower foundation, underground utilities and footings) within ninety (90) days following the expiration or earlier termination of this Lease (the "Removal Period"). Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Property owned by Landlord or its lessees. Notwithstanding the foregoing, if, Tenant requests permission not to remove all or a portion of the Telecommunications Facilities and Landlord consents to such non-removal in writing, title to the affected Facilities shall automatically transfer to Landlord and shall be the sole and entire property of Landlord, and Tenant shall be relieved of all removal obligations in connection therewith.

(B)(2) Upon removal of the improvements (or portion thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Premises to substantially the same condition as existed prior to the installation of Tenant's improvements, excluding the tower foundation, underground utilities, and footings, reasonable wear, tear and casualty loss.

(B)(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, subject to paragraph 11 herein, and Tenant shall hold Landlord harmless from any portion thereof. If the removal of the Telecommunications Facilities is not completed by Tenant within the Removal Period and Landlord has not exercised its right to assume ownership of same, Tenant shall pay Rent at the monthly rate in effect immediately prior to the expiration or earlier termination of the Lease until such time as the completion of the removal of the Telecommunications Facilities in accordance with the terms of this Agreement.

B(4) Any claims related to the condition of the Premises must be presented by Landlord in writing to Tenant within ninety (90) days after Tenant's removal of the Telecommunications Facilities or Landlord shall be deemed to have irrevocably waived any and all such claims.

#### **SECTION 7 – ELECTRICAL**

If permitted by the local utility company servicing the Property, Tenant shall furnish and install its own direct meter for electricity. Landlord makes no representation as to adequacy of electrical service. It is Tenant's responsibility to install necessary transmission lines and equipment for the additional load needed by Tenant or Customer of Tenant; *provided, however*, that Tenant shall have no obligation to supply, or otherwise provide or make available electrical or other utility service to any public agency, department or entity (whether or not such agency, department, or entity is affiliated with Landlord) that occupies the Telecommunications Facilities.

#### **SECTION 8 – ACCESS**

Landlord and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises; *provided, however*, that Landlord provides prior telephonic notice to Tenant at 1-203-297-6345 or such other number as may be designated by Tenant from time to time during the Term, and Landlord shall not have any right to enter the interior of any building or other structure on the Premises that houses

telecommunications equipment. During the Term, Tenant and its Customers shall have the non-exclusive right to access to the Premises twenty-four (24) hours a day, seven (7) days a week via the “Designated Access Route” described in Exhibit “A”, *provided, however*, that neither Tenant nor its customers shall interfere with Landlord’s operations on the Premises authorized by the Communications License Agreement between the Parties pursuant to which Landlord will locate and operate certain Landlord-owned equipment on the Tower. The Parties agree that, in the event that the Designated Access Route is or becomes no longer available or viable during the Term, they will work together to identify a mutually-acceptable, alternate means of access from a public right-of-way to the Premises (the “Alternate Access Route”).

#### **SECTION 9 – INDEMNIFICATION**

Tenant shall take all necessary precautions and place proper safeguards for the prevention of accidents in connection with its construction, operation and maintenance of the Telecommunications Facilities on the Leased Premises, and shall indemnify and save Landlord and its employees, officers and agents harmless from all claims, suits and actions and all damages and costs (collectively, the “Claims”) to which they may put by reason of death or injury to all persons or property arising from Tenant’s use and occupancy of the Leased Premises resulting from the acts or omissions of Tenant, its agents, employees, contractors and subcontractors. Notwithstanding the foregoing, the Parties agree that Landlord shall be solely responsible for, and shall indemnify and hold Tenant harmless from and against, any and all Claims (i) that arose prior to Tenant’s installation of the Telecommunications Facilities on the Leased Premises, and/or (ii) that are due to or caused by the acts of Landlord, its agents, employees, contractors and subcontractors.

#### **SECTION 10 – INSURANCE**

(A) To the maximum extent permitted under their respective insurance policies, the parties agree that the insurers shall have no right to recovery or subrogation against either Landlord or Tenant (including



employees and other agencies) with respect to the standard fire insurance policy carried by each party for any and all losses covered by such insurance.

(B) Landlord shall maintain adequate comprehensive general liability and property liability insurance or self-insure in accordance with New York law. Tenant shall, at its own cost and expense, provide the following insurance coverage, name the Landlord as an additional insured thereunder, and provide a certificate of insurance confirming such coverage to Landlord (which certificate shall provide that at least thirty (30) days written notice, by mail, prior to cancellation or expiration be given to Landlord):

(1) Comprehensive General Liability Policy, with limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for:

- (a) Products/completed operations
- (b) Independent contractors
- (c) Explosive, collapse and underground losses
- (d) Contractual liability
- (e) Broad form property damage liability; and
- (f) Personal injury.

(2) Property Damage Policy providing replacement cost for all of Tenant's equipment located on the Leased Premises.

(B) Additional Coverages. While insurance regulations do not permit Tenant to add Landlord as an additional insured thereunder, Tenant shall nonetheless procure a worker's compensation and employer's liability policy covering its operations in New York State and shall provide a certificate of insurance to Landlord confirming such coverage (which certificate shall provide that at least thirty (30) days written notice, by mail, prior to cancellation or expiration be given to Landlord).

(C) Owner's Protective Liability. Tenant represents and warrants that, by adding Landlord as an additional insured under its Worker's Compensation and Employer's Liability Policies, such coverage affords Landlord with the coverage afforded under a separate Owner's Protective Liability policy. Tenant shall also require each of its contractors to obtain the insurance set forth in Section 10(B)(1) and 10(C)(1) above.

(D) After fifteen (15) years from the Commencement Date of this Lease, Landlord shall have the right to request that the insurance limits set forth in this section be reasonably increased in accordance with telecommunications industry standards.

#### **SECTION 11 RESTRICTION ON CONVEYANCE OF LEASE**

Landlord agrees and acknowledges that, throughout the Term of this Lease, it shall not, and is hereby prohibited from, conveying, assigning, or otherwise transferring its rights and/or obligations under this Lease, whether in whole or in part, to any person or entity if and to the extent that such conveyance is separate and apart from Landlord's conveyance of all of its right, title, and interest in and to the Property.

#### **SECTION 12 – QUIET ENJOYMENT; EXCLUSIVE USE FOR COMMUNICATIONS PURPOSES**

Landlord covenants that Tenant, on paying the Rent and performing covenants shall peaceably and quietly have, hold and enjoy the Premises. Landlord agrees that, during the Term of this Agreement, Tenant will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that Landlord shall not itself operate collocation wireless telecommunications facilities for use by wireless carriers and other third parties on the Property or any portion thereof except that Landlord may develop wireless telecommunications facilities on the Property for its own use, nor will Landlord grant a lease, sublease, license, or other right to use the Property, any portion thereof to any other person or entity for the operation of collocation wireless telecommunications facilities for use by wireless carriers and other third parties.

#### **SECTION 13 – TITLE**

Landlord represents, warrants and covenants that Landlord alone is seized of good and clear title and interest to the Property, has full authority to enter into and execute this Agreement, and has taken all necessary action required to approve and fulfill its obligations under this Agreement and has authorized the signatories to sign same. Landlord further represents, warrants and covenants that: (i) there are no other liens, judgments or

impediments of title on the Property, or affecting Landlord's title to the same and, with the limited exception of the NYC DEP ROFR referenced in Section 4(B) to be waived by the City of New York Department of Environmental Protection prior to the commencement of this Agreement, regulatory restrictions as referenced in Section 4(D) as "Governmental Approvals" (including the parkland alienation process), and the Deed Restrictions referenced in Section 4(C) waived by Landlord in that section, there are no covenants, easements or restrictions or violations which prevent or impede the use of the Property by Tenant for the Permitted Use; and (ii) the Property is not designated a landmark or in a landmark district, and has never been on any list of a governmental authority requiring cleanup or closure because of contamination by any pollutants or hazardous or toxic substances, materials or wastes with the limited exception of the Property's placement on the NYDEC petroleum bulk database as registration number 3-601627 as described in the Tenant-Commissioned Site Assessments as defined in Section 22(C) below. Landlord agrees to indemnify and hold Tenant, its successor and assigns, and any subtenant of Tenant, harmless from any claim, demand, action, damages, costs (including without limitation, attorneys' fees), proceedings and or any other filing that directly or indirectly results from any errors or inaccuracies in the foregoing representations, warranties and covenants by Landlord.

#### **SECTION 14 – INTEGRATION**

It is agreed and understood that this Agreement contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either the Landlord or the Tenant in any dispute, controversy or proceeding by law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights, and such party shall have the right to

enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

#### **SECTION 15 – GOVERNING LAW**

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York without regard to the choice of law rules thereof.

#### **SECTION 16 – ASSIGNMENT**

Consistent with the provisions of Section 72-p of the New York State General Municipal Law, Landlord agrees and approves of the following: (i) this Agreement may be sold, assigned (whether in whole or in part) or transferred by Tenant to (a) Tenant's principal, affiliates (including, without limitation, Infra Towers, LLC, a Delaware limited liability company), and their subsidiaries, (b) to any entity which is the successor to Tenant by reason of a merger, acquisition or other business reorganization, and (c) to any entity which purchases all or substantially all of Tenant's assets; (ii) that Tenant shall have the right to sell, assign or transfer this Agreement to a joint venture comprised of Tenant, its parent, affiliate or subsidiary of its principal; and (iii) that Tenant shall have the right to license or sublet the Premises to its Customers for the Permitted Use, *provided, however*, that any such use by Tenant's Customers shall be subject to all terms and conditions of this Agreement. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of Landlord, which such consent will not be unreasonably withheld, conditioned or delayed, but Landlord shall not be required to give consent where the installation does not continue to be operated by an entity authorized by governmental agencies to operate wireless telecommunications facilities. Consistent with the foregoing, any assignment of this Agreement by Tenant shall be in writing and shall expressly provide that the assignee assumes all of Tenant's rights and obligations under this Agreement and all of Tenant's rights and obligations under the Communications License Agreement.

#### **SECTION 17 – NOTICES**

All notices, requests, demands, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement, shall be in writing signed by the notifying party or officer, agent or attorney of the notifying party and shall be mailed, postage prepaid, by registered or certified mail, postage prepaid, return receipt requested, or forwarded by a reliable overnight courier service with delivery verification and addressed as follows:

To Landlord: Putnam County Attorney  
48 Gleneida Avenue,  
Carmel, NY 10512

To Tenant: HOMELAND TOWERS, LLC  
Attn: Site Administration  
9 Harmony Street, 2<sup>nd</sup> Floor  
Danbury CT 06810  
Phone: (203) 297-6345

or to any other address or contact information as Landlord or Tenant shall provide in writing pursuant to this paragraph. Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been effective on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

#### **SECTION 18 – SUCCESSORS**

This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

#### **SECTION 19 – SUBORDINATION AND NON-DISTURBANCE**

(a) At Landlord's option, this Agreement shall be subordinate to any mortgage or other security interest by Landlord which from time to time may encumber all or part of the Property or right-of-way; *provided, however,* that every such mortgage or security interest shall recognize the validity of this Agreement in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Property as long as Tenant is not in default under this Agreement. Tenant shall execute whatever

instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest now or in the future, Landlord immediately after this Agreement is executed, will obtain and furnish to Tenant, a non-disturbance agreement and attornment agreement for each such mortgage or other security interest in recordable form. In the event Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Tenant may, at its sole option and without obligation, cure or correct Landlord's default and upon so doing, Tenant shall be entitled to deduct and setoff the sums paid by Tenant to cure or correct such defaults against all amounts that become due under this Agreement including, without limitation, Rent.

(b) For purposes of allowing Tenant to satisfy its lender's continuing rights with respect to Tenant's property on the Premises, and with respect to Tenant's rights and interests under this Agreement, Landlord agrees as follows:

(i) Landlord shall recognize the subleases and/or licenses of all Customers of Tenant on the Premises, and, notwithstanding any default hereunder by Tenant, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/license with Tenant beyond any applicable notice and cure period;

(ii) Landlord consents to the granting by Tenant of a lien and security interest in and/or mortgaging of Tenant's interest in this Agreement and all of Tenant's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. Landlord agrees to recognize Tenant's mortgagee as Tenant hereunder upon any such exercise by Tenant's mortgagee of its rights of foreclosure. Landlord further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of Tenant's mortgagee in the collateral securing

all indebtedness at any time owed by Tenant to its mortgagee (collectively the “Collateral”), and (B) that, upon an event of default by Tenant under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of Tenant’s mortgagee, Tenant’s mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Premises and remove the Collateral free and clear of any applicable lien or security interest of Landlord;

(iii) Within a reasonable time after the occurrence thereof, Landlord shall give Tenant’s lender written notice of any breach or default of the terms of this Agreement that is not cured by Tenant within any applicable notice and cure period(s) (an “Uncured Tenant Default”). In this regard, Tenant agrees to promptly provide Landlord with the name and address of any such LESSEE lender(s) from time to time during the Term hereof. Landlord further agrees that no default shall be deemed to have occurred under this Agreement unless Landlord gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured Tenant Default, lender shall have the right, to the same extent and with the same effect as Tenant, for the period set forth in this Agreement, to cure or correct any such Uncured Tenant Default, whether the same shall consist of the failure to pay Rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the Tenant; and

(iv) Landlord acknowledges and agrees that nothing contained in this Agreement shall be construed as obligating Tenant’s mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of Tenant under this Agreement.

#### **SECTION 20 – RECORDING**

Concurrently with the execution of this Agreement by both parties, Landlord agrees to execute a memorandum of agreement in the form attached hereto as **Exhibit “B”** for recordation by Tenant at its sole cost and expense in the Official Records of Putnam County, New York (the “Memorandum”). Tenant agrees to prepare, execute and record, at its expense, a release of the Memorandum (the “Release”) within thirty (30) days following the expiration or earlier termination of this Agreement.

#### **SECTION 21 – DEFAULT**

In the event there is a default by either Party with respect to any of the provisions of or obligations under this Agreement including, without limitation, Tenant’s failure to timely pay Rent, the non-breaching Party shall provide written notice thereof to the breaching Party. After receipt of such written notice, the breaching Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default; *provided, however* that the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that reasonably requires more than thirty (30) days and the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Neither Party may maintain any action or effect any remedies for default against the other unless and until the applicable cure period has lapsed. In addition, except in an emergency, neither party will cure any alleged default by the other until after the expiration of the time to cure such default. If either party shall cure the default of the other pursuant to the foregoing, then such party shall submit a bill for the reasonable cost of affecting such cure on the other party’s behalf and the same shall be paid promptly upon receipt.

#### **SECTION 22 – ENVIRONMENTAL**

(A) Landlord will be responsible for all obligations of compliance with any and all Environmental Laws (as defined in paragraph “E” of this section) and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards



of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to the Property, unless such conditions or concerns are caused by the activities of Tenant on the Leased Premises.

(B) Notwithstanding the foregoing paragraph, with respect to Tenant's use of the Leased Premises, Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws. Such compliance shall include Tenant's obligation to take Remedial Action (as defined in paragraph "E" of this section) when the necessity for such Remedial Action was caused by Tenant's use and/or occupancy of the Leased Premises and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Law, resulting from Tenant's use of the Leased Premises. Tenant further agrees to indemnify and save Landlord and its employees, officers, and agents harmless from any and all Environmental Liabilities, as defined in Section 22(E)(2) below, resulting from Tenant's activities on the Premises.

(C) Tenant acknowledges that its handling of any soils that it excavates and removes from the Premises in connection with its construction of the Telecommunications Facilities shall be in accordance with the "Conclusions and Recommendations" section of that certain Phase II Limited Subsurface Investigation Letter Report, EBI Project #6421000140, issued to Tenant on December 2, 2021 by EBI Consulting (the "Phase II Report"), a copy of which, together with that certain Phase I Environmental Site Assessment dated May 28, 2021 issued to Tenant by EBI Consulting (collectively, the "Tenant-Commissioned Environmental Site Assessments"), has been provided to Landlord.

(D) Landlord acknowledges receipt of the Tenant-Commissioned Environmental Site Assessments referenced in Paragraph 22(C) above. Tenant further agrees to provide Landlord with copies of any and all further tests, studies, notices, claims, demands, requests for information, or other communications relating to the

presence or release of any Hazardous Materials at, on, under, over, emanating from, or migrating to the Leased Premises that are commissioned by Tenant.

(E) Definitions:

(1) "Environmental Laws" shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Leased Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

(2) "Environmental Liabilities" shall mean any loss, cost, expense, claim, demand, liability, obligation, action, or other responsibility of whatever kind that results directly from Tenant's activities on the Leased Premises, based upon or required under Environmental Laws or otherwise relating to: (a) any environmental, health, or safety matter or condition (including, but not limited to, on-site or off-site pollution or contamination, the welfare, safety, and health of people at the Leased Premises or elsewhere, and the regulation of chemical substances or products); (b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands, responses, and remedial, investigative, or inspection costs and expenses arising under or caused by application of Environmental Laws (including, but not limited to, fees for attorneys, engineers, and other professionals); (c) financial responsibility under Environmental Laws for Remedial Action or for any damages to natural resources; or (d) any other remedial actions required under Environmental Laws.

(3) "Remedial Action" shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Law(s).

(4) "Hazardous Materials" shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are

or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Leased Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

### **SECTION 23 – CONDEMNATION**

In the event of any condemnation of the Property, Tenant may terminate this Lease upon fifteen (15) days written notice to Landlord if such condemnation may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Telecommunications Facilities, relocation costs and associated damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease.

### **SECTION 24 – BROKER**

Landlord and Tenant represent to each other that they have not negotiated with any broker or agent in connection with this Lease. Landlord and Tenant agree that, should any claim be made against the other for a broker's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold the other party free and harmless from all losses, costs, damages, claims, liabilities and expenses in connection therewith (including, but not limited to, reasonable attorneys' fees) and shall defend such action by counsel reasonably acceptable to the indemnified other party.

### **SECTION 25 – SUBMISSION OF LEASE**

The submission of this Lease for examination does not constitute an offer to lease the Leased Premises, and this Lease becomes effective only upon the full execution of this Lease by the parties hereto and the

satisfaction of the conditions set forth in Section 4(B) of this Agreement. Each of the parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

#### **SECTION 26 – APPLICABLE LAWS**

Tenant shall use the Premises in accordance with applicable laws, rules and regulations. Landlord agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with Tenant regarding any compliance required by Tenant in respect to its use of the Premises.

#### **SECTION 27 – OIL, GAS AND MINERAL RIGHTS**

Landlord does not grant, lease, let or demise hereby, but expressly excepts and reserves herefrom all right to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Property to recover any oil, gas or minerals if such would be likely to damage all or any portion of the Telecommunications Facilities or any property located thereon or within the Premises. Any future oil, gas or mineral lease covering the Property or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities and interests granted to Tenant under the terms of this Lease.

#### **SECTION 28 – MISCELLANEOUS**

(A) The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The parties further agree that this Lease shall be deemed to have been drafted by both Landlord and Tenant and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

(B) Tenant shall notify Landlord of the technical parameters of the Telecommunications Facilities upon installation and upon making any material changes to the frequencies or the effective radiated power of the Telecommunications Facilities. From time to time during the Term of this Lease as required by federal, state and/or local laws or regulations, Landlord will have a Maximum Permissible Exposure (MPE) Analysis performed by a professional engineer licensed in the State of New York that is acceptable to Tenant.

(C) The Parties will share the cost of the MPE Analysis equally except that, in the event that the MPE Analysis is necessitated by Tenant's material change to the Telecommunications Facilities (excluding routine maintenance, and like kind exchanges of the antennas and related equipment), Tenant shall be solely responsible for the cost of the MPE Analysis.

#### **SECTION 29 – SURVIVAL**

The provisions of this Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which expressly require performance subsequent to the termination or expiration of this Agreement shall also survive termination or expiration.

#### **SECTION 30 – CAPTIONS**

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

#### **SECTION 31 – SCREENING**

Throughout the entire Term of this Lease, including any extensions thereof, Tenant must maintain screening of the equipment located on the ground as shown on the Site Plan.

[SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date hereinafter set forth.

READ and APPROVED BY:

COUNTY OF PUTNAM

\_\_\_\_\_ Date \_\_\_\_\_

Mat Bruno  
Risk Manager

\_\_\_\_\_ Date \_\_\_\_\_

William J. Carlin, Jr.  
Commissioner of Finance

\_\_\_\_\_ Date \_\_\_\_\_

Jennifer S. Bumgarner  
County Attorney

\_\_\_\_\_ Date \_\_\_\_\_

Thomas Lannon  
Director of I.T. & G.I.S.

COUNTY OF PUTNAM (Landlord)

HOMELAND TOWERS, LLC (Tenant)

\_\_\_\_\_ By: MaryEllen Odell  
Title: County Executive

\_\_\_\_\_ By: Manuel J. Vicente  
Title: President

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

## **EXHIBIT "A"**

### **SITE PLAN; LEGAL DESCRIPTION OF LEASED PREMISES AND DESIGNATED ACCESS AREA**

**SITE PLAN:** See Attached.

#### **LEGAL DESCRIPTION OF LEASED PREMISES:**

All that tract or parcel of land being a Proposed Lease Area situate in the Town of Carmel, County of Putnam and State of New York; being bounded and described as follows:

Beginning at the southeast corner of said Proposed Lease Area described herein, said point being South 88°05'38" West 1118.79 feet from the northeast corner of lands of Putnam County (L 1903 P 263); running thence along the bounds of said Proposed Lease Area, through the lands of Putnam County (L 1903, P 263), the following five courses and distances:

- 1) North 90°00'00" West 77.80 feet along the northerly bounds of a Proposed Access Easement;
- 2) North 00°00'00" West 19.95 feet;
- 3) North 43°02'02" East 20.47 feet;
- 4) North 90°00'00" East 63.83 feet;
- 5) South 00°00'00" East 34.91 feet along the easterly bounds of a Proposed Access Easement

to the point of beginning. Having an area of 2611.35 square feet, or 0.060 acres of land.

Bearings refer to True North.

Reference is hereby made to a map entitled AProposed Access Easement Plan of Premises of Putnam County@...@, dated April 10, 2023, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.

#### **DESIGNATED ACCESS ROUTE:**

All that tract or parcel of land being a Proposed Access Easement situate in the Town of Carmel, County of Putnam and State of New York; being bounded and described as follows:

Beginning at the southeast corner of said Proposed Lease Area described herein, said point being South 88°05'38" West 1118.79 feet from the northeast corner of lands of Putnam County (L 1903 P 263); running thence along the bounds of said Proposed Access Easement, through the lands of Putnam County (L 1903, P 263), the following thirty courses and distances:

- 1) North 00°00'00" West 34.91 feet along the easterly bounds of a Proposed Lease Area;



- 2) North 90°00'00" East 20.00 feet;
- 3) South 00°00'00" East 30.14 feet;
- 4) South 26°50'52" East 41.26 feet;
- 5) South 00°00'00" East 84.64 feet;
- 6) South 12°11'45" East 66.94 feet;
- 7) South 89°43'14" East 32.02 feet;
- 8) North 89°00'03" East 50.56 feet;
- 9) North 83°51'59" East 158.55 feet;
- 10) North 79°22'14" East 70.82 feet;
- 11) North 76°52'09" East 68.75 feet;
- 12) North 75°07'10" East 49.73 feet;
- 13) on a curve to the right, having a radius of 460.00', an arc length of 196.02', and a delta angle of 24°24'55";
- 14) South 80°27'55" East 142.07 feet;
- 15) South 81°12'58" East 108.14 feet;
- 16) South 79°06'03" East 79.26 feet to a point on the westerly bounds of Hill Street;
- 17) South 29°10'31" West 21.06 feet along the westerly bounds of Hill Street;
- 18) North 79°06'03" West 72.29 feet
- 19) North 81°12'58" West 107.90 feet;
- 20) North 80°27'55" West 142.20 feet;
- 21) thence with a curve to the left, having a radius of 440.00', an arc length of 187.50', and a delta angle of 24°24'55";
- 22) South 75°07'10" West 50.03 feet;
- 23) South 76°52'09" West 69.49 feet;
- 24) South 79°22'14" West 72.04 feet;
- 25) South 83°51'59" West 160.24 feet;
- 26) South 89°00'03" West 51.68 feet;

- 27) North 89°43'14" West 48.31 feet;
- 28) North 12°11'45" West 85.13 feet;
- 29) North 00°00'00" West 82.00 feet;
- 30) North 26°50'52" West 41.26 feet;
- 31) North 26°50'52" West 18.84 feet;
- 32) North 90°00'00" West 87.92 feet;
- 33) North 00°00'00" West 20.00 feet;
- 34) North 90°00'00" East 77.80 feet; along the southerly bounds of a Proposed Lease Area

to the point of beginning. Having an area of 25495.69 square feet, or 0.585 acres of land more or less.

Bearings refer to True North.

Reference is hereby made to a map entitled AProposed Access Easement Plan of Premises of Putnam County@...@, dated April 10, 2023, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.



- NOTES:**
- SITE LAYOUT IS PRELIMINARY AND SUBJECT TO REVIEW/APPROVAL BY OWNER.
  - EXISTING SITE FEATURES ARE BASED ON PUTNAM COUNTY GIS MAPPING AND SUBJECT TO A CURRENT BOUNDARY & TOPOGRAPHICAL SURVEY AS REQ'D. THE LEASE SIZE & SHAPE MAY CHANGE SLIGHTLY PENDING THE SITE SURVEY.

**LEGEND:**  
 → SITE ACCESS

**1**  
**L-1**  
**SITE LAYOUT**  
 Scale: 1"=100'

APPROXIMATE NORTH

**PARCEL ID:** 64.14-1-8  
**TOWER COORDINATES:** (FROM GOOGLE EARTH) LAT.: 41° 23' 09.10" N  
 LONG.: 73° 45' 50.15" W  
**GROUND ELEVATION:** (FROM GOOGLE EARTH) 728± A.M.S.L.



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

**On Air Engineering, LLC**  
 88 Foundry Pond Road  
 Cold Spring, NY 10516  
 201-456-4626  
 onair@optonline.net

SUBMITTALS	
0	03/07/23 REVIEW
1	03/18/23 REVISED PER CLIENT COMMENTS

NO.	DATE	DESCRIPTION

**SITE NUMBER:**  
 NY187B

**SITE NAME:**  
 MAHOPAC AIRPORT

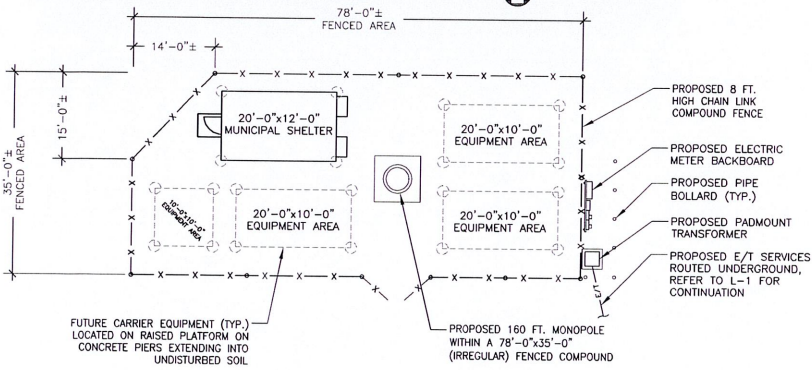
**SITE ADDRESS:**  
 161 HILL ST./AIRPORT RD.  
 MAHOPAC, NY 10541  
 TOWN OF CARMEL

**SHEET TITLE:**  
 SITE LAYOUT

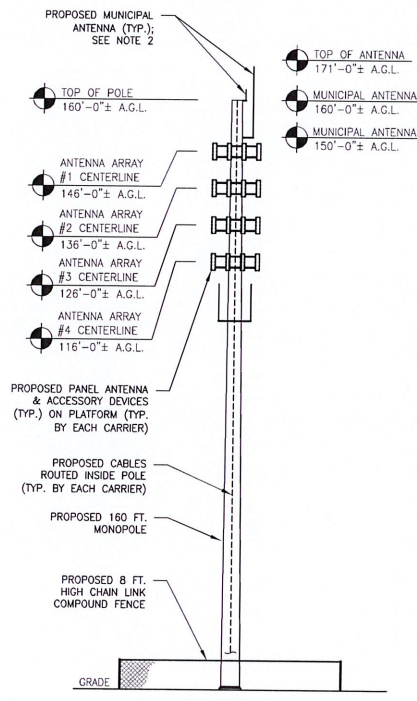
**SHEET NUMBER:**  
 L-1



1 AERIAL/COMPOUND PLAN  
 L-2 Scale: 1" = 50'  
 APPROXIMATE NORTH




2 COMPOUND PLAN  
 L-2 Scale: 1/16" = 1'-0"  
 APPROXIMATE NORTH



3 ELEVATION  
 L-2 Scale: 1" = 25'

NOTE:  
 1. LEASE AREA, INCLUDING EQUIPMENT LOCATIONS & LAYOUT, ETC. ARE SUBJECT TO CHANGE BASED ON FUTURE TENANT REQUIREMENTS. CABLE BRIDGES NOT SHOWN.  
 2. MUNICIPAL ANTENNA HEIGHTS ARE PRELIMINARY; TOP 10 FT. OF TOWER IS RESERVED FOR MUNICIPALITY.



Homeland Towers, LLC  
 9 Hamway Street, 2nd Floor  
 Danbury, CT 06810

---

On Air Engineering, LLC  
 88 Fairway Road  
 Cold Spring, NY 10516  
 201-456-4624  
 onae@aeroengine.com

---

NO DATE REVISION

NO DATE REVISION

NO DATE REVISION

---

NO DATE REVISION

NO DATE REVISION

---

DRAWN BY: MP  
 CHECKED BY: DW

---

SITE NUMBER:  
 NY187B

---

SITE NAME:  
 MAHOPAC AIRPORT

---

SITE ADDRESS:  
 161 HILL ST./AIRPORT RD.  
 MAHOPAC, NY 10541  
 TOWN OF CARMEL

---

SHEET TITLE:  
 AERIAL/COMPOUND  
 PLANS & ELEVATION

---

SHEET NUMBER:  
 L-2

**EXHIBIT "B"**  
**FORM OF MEMORANDUM OF LEASE**

[SEE ATTACHED.]

**RECORDING REQUESTED BY:**

**Homeland Towers, LLC  
22 Shelter Rock Lane, Building C  
Danbury, CT 06810**

**Record and Return to:**

**Old Republic Title  
Attn: Post Closing  
530 South Main Street, Suite 1031  
Akron, OH 44311**

**Tax ID/Parcel No.: 64.14-1-8**

*(space above for Recorder's use only)*

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**MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT**

THIS MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT (this "Memorandum"), made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_ by and between the COUNTY OF PUTNAM, a New York municipal corporation ("Landlord") and HOMELAND TOWERS, LLC, a New York limited liability company ("Tenant"), is a record of that certain Wireless Communications Site Lease Agreement ("Lease") between Landlord and Tenant dated as of \_\_\_\_\_, 202\_ . The Lease contains, among other things, the following terms:

1. Description of Property. The Premises are located on that certain real property described in Exhibit A hereto (the "Property").
2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date set forth in Section 3 of the Lease. Tenant has the right to extend the term of the Lease for six (6) successive terms of five (5) years each (individually, a "Renewal Term," and collectively, the "Renewal Terms"). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."
3. Quiet Enjoyment; Exclusive Use for Communications Purposes. Pursuant to the Lease, Tenant has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users except that Landlord may develop wireless telecommunication on the Property for its own use. Pursuant to the Lease, Landlord shall not grant a lease, sublease, license, or other right to use the Premises located at the Property to any other person or entity for the operation of collocation wireless telecommunications facilities for use by third parties.

4. Subletting. Tenant has the right, subject to the terms of the Lease Agreement, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.

5. Prohibition on Transfer of Landlord's Interest. The Lease limits Landlord's ability to transfer its interest in this Lease, whether in whole or in part, except in connection with a conveyance of its right, title, and interest in and to the Property.

6. Release of Deed Restrictions. Pursuant to its rights under the following deeds recorded in the Official Records of Putnam County, New York, Landlord hereby agrees that the Premises are hereby released from the restrictions limiting the use thereof as a golf course or other residential property: (i) deed recorded on July 13, 1955 at Book 462, Page 435, (ii) deed recorded on May 12, 1958 at Book 501, Page 461, and (iii) deed recorded on November 30, 1959 at Book 524, Page 483.

7. Limited Power of Attorney. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

8. Ratification of Lease; Release of Memorandum. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Tenant will, upon Landlord's written request therefore, execute and deliver to the Landlord an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Wireless Communications Site Lease Agreement as of the date first above written.

County of Putnam  
a New York municipal corporation\_\_  
("Landlord")

Signed, sealed and delivered in the presence  
of:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 202\_, before me, the undersigned Notary Public, personally  
appeared \_\_\_\_\_ of  
\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the  
person(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 authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Affix Notarial Seal)

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_



IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Wireless Communications Site Lease Agreement as of the date first above written.

Homeland Towers LLC a New York limited liability company  
("Tenant")

Signed, sealed and delivered in the presence  
of:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, 202\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Affix Notarial Seal)

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

**EXHIBIT "A" TO MEMORANDUM OF WIRELESS COMMUNICATIONS SITE LEASE  
AGREEMENT**

**LEGAL DESCRIPTION OF PROPERTY**

**Property:**

SITUATED IN THE TOWN OF CARMEL, COUNTY OF PUTNAM AND STATE OF NEW YORK:

BEGINNING AT A POINT ON THE WESTERLY LINE OF HILL STREET, WHERE THE SAME IS INTERSECTED BY THE NORTHERLY LINE OF HILL CEMETERY;

THENCE RUNNING ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINE OF SAID HILL CEMETERY THE FOLLOWING COURSES AND DISTANCES:

NORTH 61 DEGREES 30 MINUTES 25 SECONDS WEST 82.46 FEET;  
SOUTH 34 DEGREES 21 MINUTES 55 SECONDS WEST 117.83 FEET AND;  
SOUTH 62 DEGREES 46 MINUTES 15 SECONDS EAST 74.51 FEET TO A POINT ON THE WESTERLY LINE OF HILL STREET;

THENCE TURNING AND RUNNING ALONG SAID WESTERLY LINE OF HILL STREET, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 30 DEGREES 20 MINUTES 15 SECONDS WEST 180.73 FEET;  
SOUTH 28 DEGREES 57 MINUTES 15 SECONDS WEST 100.55 FEET;  
NORTH 64 DEGREES 05 MINUTES 05 SECONDS WEST 12.50 FEET AND  
SOUTH 25 DEGREES 54 MINUTES 55 SECONDS WEST 64.15 FEET TO THE NORTHERLY LINE OF LANDS SHOWN ON A MAP ENTITLED "SUBDIVISION MAP OF RED MILLS NORTH", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON NOVEMBER 9, 1965, AS MAP NO. 974C:

THENCE TURNING AND RUNNING ALONG THE NORTHERLY AND WESTERLY LINE OF LANDS AS SHOWN ON SAID MAP NO. 974C, THE FOLLOWING COURSES AND DISTANCES:

NORTH 64 DEGREES 05 MINUTES 05 SECONDS WEST 210.00 FEET;  
SOUTH 18 DEGREES 38 MINUTES 48 SECONDS WEST 40.00 FEET;  
SOUTH 87 DEGREES 50 MINUTES 21 SECONDS WEST 251.61 FEET;  
NORTH 82 DEGREES 42 MINUTES 45 SECONDS WEST 400.00 FEET;  
SOUTH 17 DEGREES 17 MINUTES 45 SECONDS WEST 253.86 FEET;  
SOUTH 82 DEGREES 42 MINUTES 45 SECONDS EAST 61.36 FEET AND  
SOUTH 07 DEGREES 17 MINUTES 15 SECONDS WEST 203.15 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS AS SHOWN ON A MAP ENTITLED "SUBDIVISION PLAT PREPARED FOR WALLACE AND GRACE BARRETT", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON SEPTEMBER 9, 1971, AS MAP NO. 1241;

THENCE TURNING AND RUNNING ALONG THE NORTHERLY AND WESTERLY LINE OF LAND AS SHOWN ON SAID MAP NO. 1241;

NORTH 82 DEGREES 30 MINUTES 05 SECONDS WEST 141.45 FEET AND  
SOUTH 14 DEGREES 45 MINUTES 20 SECONDS WEST 432.17 FEET TO LANDS SHOWN ON A MAP ENTITLED, "MAP OF RED MILLS I", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON APRIL 15, 1963 AS MAP NO. 974;

THENCE RUNNING ALONG THE WESTERLY LINE OF LANDS AS SHOWN ON SAID MAP NO. 974, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 05 DEGREES 45 MINUTES 35 SECONDS EAST 334.67 FEET;  
SOUTH 63 DEGREES 46 MINUTES 25 SECONDS EAST 20.00 FEET;  
SOUTH 09 DEGREES 36 MINUTES 15 SECONDS EAST 108.99 FEET;  
SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 115.00 FEET;  
SOUTH 58 DEGREES 31 MINUTES 15 SECONDS EAST 130.00 FEET;  
SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 50.00 FEET;  
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 85.00 FEET;

SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 190.00 FEET;  
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 110.00 FEET;

SOUTH 20 DEGREES 10 MINUTES 05 SECONDS WEST 101.98 FEET;  
SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 520.00 FEET;  
SOUTH 05 DEGREES 56 MINUTES 55 SECONDS WEST 273.03 FEET AND  
SOUTH 24 DEGREES 31 MINUTES 15 SECONDS EAST 100.00 FEET TO LAND SHOWN ON A MAP ENTITLED,  
"MAP OF RED MILLS II", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND  
RECORDS, ON JUNE 16, 1965, AS MAP NO. 974B;

THENCE TURNING AND RUNNING ALONG THE NORTHERLY LINE OF LANDS AS SHOWN ON SAID MAP NO.  
974B, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 65 DEGREES 28 MINUTES 45 SECONDS WEST 200.00 FEET;  
SOUTH 24 DEGREES 31 MINUTES 15 SECONDS EAST 177.00 FEET;  
SOUTH 65 DEGREES 28 MINUTES 45 SECONDS WEST 50.00 FEET;  
NORTH 24 DEGREES 31 MINUTES 15 SECONDS WEST 177.00 FEET;  
SOUTH 65 DEGREES 28 MINUTES 45 SECONDS WEST 200.00 FEET;  
NORTH 30 DEGREES 03 MINUTES 15 SECONDS WEST 310.14 FEET;  
NORTH 05 DEGREES 36 MINUTES 55 SECONDS EAST 288.52 FEET;  
NORTH 31 DEGREES 28 MINUTES 45 SECONDS EAST 468.52 FEET AND  
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 200.00 FEET TO THE EASTERLY TERMINUS OF RED  
MILLS ROAD, AS SHOWN ON SAID MAP NO. 974B;

THENCE RUNNING ALONG SAME, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 64.00 FEET AND A  
CENTRAL ANGLE OF 24 DEGREES 11 MINUTES 30 SECONDS, A DISTANCE OF 273.62 FEET TO A POINT OF  
TANGENCY;

THENCE CONTINUING ALONG SAID RED MILLS ROAD AND ALSO CONTINUING ALONG THE NORTHERLY  
LINE OF SAID MAP NO. 974B, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 29 DEGREES 42 MINUTES 45 SECONDS EAST 38.08 FEET;  
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 187.05 FEET;  
SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 304.69 FEET AND  
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 93.01 FEET TO A POINT ON THE EASTERLY LINE OF  
LANDS SHOWN ON A MAP ENTITLED "RICHSTONE ESTATES", SAID MAP FILED IN THE PUTNAM COUNTY  
CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON JULY 15, 1985, AS MAP NO. 2059;

THENCE TURNING AND RUNNING ALONG THE EASTERLY LINE OF LANDS SHOWN ON SAID MAP NO. 2059,  
THE FOLLOWING COURSES AND DISTANCES:

NORTH 05 DEGREES 36 MINUTES 55 SECONDS EAST 115.53 FEET;  
NORTH 04 DEGREES 18 MINUTES 15 SECONDS EAST 102.10 FEET;  
NORTH 06 DEGREES 30 MINUTES 15 SECONDS EAST 165.10 FEET;  
NORTH 89 DEGREES 08 MINUTES 35 SECONDS WEST 35.44 FEET; AND  
NORTH 77 DEGREES 03 MINUTES 04 SECONDS WEST 172.51 FEET TO A POINT ON THE EASTERLY LINE OF  
LANDS SHOWN ON A MAP ENTITLED "MAP OF LAKEWOOD", SAID MAP FILED IN THE PUTNAM COUNTY  
CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON JUNE 15, 1960, AS MAP NO. 883;

THENCE TURNING AND RUNNING ALONG THE EASTERLY LINE OF LANDS AS SHOWN ON SAID MAP NO.  
883 THE FOLLOWING COURSES AND DISTANCES:

NORTH 11 DEGREES 52 MINUTES 45 SECONDS EAST 225.00 FEET;  
NORTH 76 DEGREES 43 MINUTES 25 SECONDS WEST 100.00 FEET; AND  
NORTH 11 DEGREES 52 MINUTES 45 SECONDS EAST 54.55 FEET TO A POINT ON THE SOUTHERLY LINE OF  
BEACH ROAD;

THENCE RUNNING ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINE OF SAID BEACH ROAD,  
THE FOLLOWING COURSES AND DISTANCES, RUNNING ALONG A CURVE TO THE LEFT, HAVING A RADIUS  
OF 200.00 FEET A CENTRAL ANGLE OF 04 DEGREES 14 MINUTES 13 SECONDS, A DISTANCE OF 14.79 FEET  
TO A POINT; THENCE NORTH 02 DEGREES 16 MINUTES 15 SECONDS EAST 50.00 FEET;  
THENCE RUNNING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A DISTANCE OF  
30.33 FEET TO A POINT ON THE WESTERLY SHORE OF LAKE MACGREGOR;

THENCE CONTINUING ALONG THE EASTERLY LINE OF LAND AS SHOWN ON MAP 883 AND ALSO RUNNING  
ALONG THE WESTERLY SHORE OF LAKE MACGREGOR, THE FOLLOWING COURSES AND DISTANCES:

NORTH 06 DEGREES 43 MINUTES 00 SECONDS EAST 123.46 FEET;  
NORTH 12 DEGREES 29 MINUTES 00 SECONDS EAST 77.40 FEET;

NORTH 13 DEGREES 01 MINUTES 35 SECONDS EAST 52.29 FEET;  
NORTH 29 DEGREES 27 MINUTES 00 SECONDS EAST 57.90 FEET;  
NORTH 11 DEGREES 22 MINUTES 45 SECONDS EAST 100.60 FEET;  
NORTH 13 DEGREES 37 MINUTES 55 SECONDS EAST 101.12 FEET;  
NORTH 05 DEGREES 31 MINUTES 10 SECONDS EAST 19.28 FEET;  
NORTH 03 DEGREES 05 MINUTES 00 SECONDS WEST 37.10 FEET;  
NORTH 05 DEGREES 17 MINUTES 00 SECONDS EAST 44.00 FEET;  
NORTH 03 DEGREES 34 MINUTES 10 SECONDS WEST 101.15 FEET;  
NORTH 11 DEGREES 33 MINUTES 00 SECONDS WEST 48.73 FEET; AND  
NORTH 00 DEGREES 10 MINUTES 00 SECONDS EAST 35.60 FEET TO LANDS SHOWN ON A MAP ENTITLED,  
"MAP OF SECTION 1 OF LAKE MACGREGOR", SAID MAP FILED IN TE PUTNAM COUNTY CLERK'S OFFICE,  
DIVISION OF LAND RECORDS, ON AUGUST 21, 1957, AS MAP NO. 820;

THENCE RUNNING ALONG THE EASTERLY LINE OF LANDS AS SHOWN ON MAP NO. 820, AND ALSO  
RUNNING ALONG THE WESTERLY SHORE OF LAKE MACGREGOR, THE FOLLOWING COURSES AND  
DISTANCES:

NORTH 09 DEGREES 11 MINUTES 30 SECONDS EAST 18.04 FEET;  
NORTH 20 DEGREES 33 MINUTES 00 SECONDS EAST 68.40 FEET;  
NORTH 13 DEGREES 40 MINUTES 00 SECONDS EAST 21.00 FEET;  
NORTH 13 DEGREES 54 MINUTES 20 SECONDS EAST 50.07 FEET;  
NORTH 07 DEGREES 09 MINUTES 00 SECONDS EAST 61.60 FEET;  
NORTH 27 DEGREES 31 MINUTES 00 SECONDS EAST 22.37 FEET;  
NORTH 08 DEGREES 50 MINUTES 00 SECONDS EAST 45.60 FEET;  
NORTH 02 DEGREES 52 MINUTES 00 SECONDS EAST 20.00 FEET;  
NORTH 19 DEGREES 05 MINUTES 00 SECONDS WEST 15.10 FEET;  
NORTH 00 DEGREES 25 MINUTES 10 SECONDS WEST 11.71 FEET;  
NORTH 62 DEGREES 01 MINUTES 00 SECONDS EAST 17.00 FEET;  
NORTH 12 DEGREES 45 MINUTES 00 SECONDS EAST 54.40 FEET;  
NORTH 03 DEGREES 58 MINUTES 00 SECONDS WEST 24.50 FEET;  
NORTH 09 DEGREES 08 MINUTES 20 SECONDS WEST 46.11 FEET;  
NORTH 01 DEGREES 00 MINUTES 00 SECONDS EAST 56.90 FEET;  
NORTH 14 DEGREES 49 MINUTES 35 SECONDS EAST 35.30 FEET;  
NORTH 25 DEGREES 18 MINUTES 00 SECONDS EAST 60.80 FEET;  
NORTH 21 DEGREES 00 MINUTES 00 SECONDS EAST 30.20 FEET;  
NORTH 15 DEGREES 26 MINUTES 00 SECONDS EAST 28.92 FEET;  
NORTH 03 DEGREES 59 MINUTES 00 SECONDS EAST 81.80 FEET;  
NORTH 17 DEGREES 06 MINUTES 35 SECONDS EAST 40.15 FEET AND  
NORTH 02 DEGREES 48 MINUTES 50 SECONDS EAST 54.24 FEET TO LANDS SHOWN ON A MAP ENTITLED  
"MAP OF SECTION 2 OF LAKE MACGREGOR", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE,  
DIVISION OF LAND RECORDS, ON MARCH 8, 1960, AS MAP NO. 820B;

THENCE RUNNING ALONG THE EASTERLY LINE OF LANDS AS SHOWN ON MAP NO. 820B AND ALSO  
ALONG THE WESTERLY AND NORTHERLY SHORE OF LAKE MACGREGOR, THE FOLLOWING COURSES  
AND DISTANCES:

NORTH 03 DEGREES 44 MINUTES 50 SECONDS WEST 40.86 FEET;  
NORTH 08 DEGREES 09 MINUTES 00 SECONDS EAST 35.40 FEET;  
NORTH 26 DEGREES 33 MINUTES 00 SECONDS EAST 24.60 FEET;  
NORTH 57 DEGREES 36 MINUTES 00 SECONDS EAST 107.60 FEET;  
NORTH 54 DEGREES 21 MINUTES 10 SECONDS EAST 38.34 FEET;  
NORTH 38 DEGREES 05 MINUTES 00 SECONDS EAST 47.00 FEET;  
NORTH 28 DEGREES 30 MINUTES 00 SECONDS EAST 79.60 FEET;  
NORTH 22 DEGREES 12 MINUTES 00 SECONDS EAST 36.50 FEET;  
NORTH 22 DEGREES 39 MINUTES 10 SECONDS EAST 57.66 FEET;  
NORTH 31 DEGREES 02 MINUTES 00 SECONDS EAST 27.89 FEET;  
NORTH 53 DEGREES 28 MINUTES 00 SECONDS EAST 82.60 FEET;  
NORTH 76 DEGREES 56 MINUTES 30 SECONDS EAST 17.06 FEET;  
SOUTH 56 DEGREES 55 MINUTES 00 SECONDS EAST 73.40 FEET;  
SOUTH 69 DEGREES 25 MINUTES 10 SECONDS EAST 19.79 FEET;  
SOUTH 84 DEGREES 00 MINUTES 00 SECONDS EAST 38.20 FEET; AND  
SOUTH 82 DEGREES 00 MINUTES 00 SECONDS EAST 53.50 FEET TO A POINT;

THENCE LEAVING THE NORTHERLY SHORE OF LAKE MACGREGOR, AND CONTINUING ALONG THE EASTERLY LINE OF LANDS AS SHOWN ON MAP NO. 820B NORTH 15 DEGREES 04 MINUTES 15 SECONDS EAST 345.00 FEET TO A POINT ON THE SOUTHERLY LINE OF MACGREGOR DRIVE;

THENCE RUNNING ALONG SAID SOUTHERLY LINE OF MACGREGOR DRIVE, AND ALSO ALONG THE SOUTHERLY AND EASTERLY LINE OF LANDS AS SHOWN ON A MAP ENTITLED "SUBDIVISION MAP OF SECTION 3 OF LAKE MACGREGOR" SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS ON NOVEMBER 9, 1965, AS MAP NO. 820C, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 72 DEGREES 35 MINUTES 35 SECONDS EAST 12.55 FEET TO A POINT OF CURVE;

THENCE RUNNING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A DISTANCE OF 125.17 FEET;

THENCE RUNNING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 36.14 FEET TO A POINT OF TANGENCY; THENCE SOUTH 16 DEGREES 23 MINUTES 35 SECONDS EAST 56.97 FEET TO A POINT OF CURVE;

THENCE RUNNING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A DISTANCE OF 48.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38 DEGREES 23 MINUTES 35 SECONDS EAST 81.71 FEET;  
NORTH 80 DEGREES 36 MINUTES 25 SECONDS EAST 175.00 FEET;  
SOUTH 60 DEGREES 23 MINUTES 35 SECONDS EAST 100.00 FEET AND  
NORTH 29 DEGREES 36 MINUTES 25 SECONDS EAST 657.59 FEET;  
NORTH 71 DEGREES 46 MINUTES 55 SECONDS WEST 100.00 FEET;  
NORTH 69 DEGREES 22 MINUTES 05 SECONDS WEST 150.55 FEET;  
NORTH 43 DEGREES 51 MINUTES 10 SECONDS EAST 54.55 FEET;  
NORTH 65 DEGREES 30 MINUTES 25 SECONDS WEST 244.01 FEET AND  
NORTH 67 DEGREES 17 MINUTES 08 SECONDS WEST 616.34 FEET TO A POINT ON THE EASTERLY LINE OF HATFIELD ROAD;

THENCE RUNNING ALONG THE NORTHERLY TERMINUS OF SAID HATFIELD ROAD, AND ALSO ALONG LANDS NOW OR FORMERLY BELONGING TO ERIC GRAYSON AND NANCY KEAR JOHNSON NORTH 67 DEGREES 18 MINUTES 15 SECONDS WEST 276.91 FEET TO LANDS NOW OR FORMERLY BELONGING TO RONALD G. JEDLICKS;

THENCE RUNNING ALONG SAID LANDS OF JEDLICKS, THE FOLLOWING COURSES AND DISTANCES:  
NORTH 67 DEGREES 25 MINUTES 10 SECONDS WEST 211.14 FEET;  
NORTH 66 DEGREES 13 MINUTES 30 SECONDS WEST 196.31 FEET;  
NORTH 68 DEGREES 35 MINUTES 30 SECONDS WEST 245.18 FEET AND  
NORTH 67 DEGREES 10 MINUTES 20 SECONDS WEST 251.53 FEET TO LANDS NOW OR FORMERLY BELONGING TO URIEL B. AND CLEMMIE G. WISHART;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF WISHART;  
NORTH 23 DEGREES 03 MINUTES 44 SECONDS EAST 460.07 FEET AND  
NORTH 68 DEGREES 09 MINUTES 29 SECONDS WEST 183.86 FEET TO A POINT ON THE EASTERLY LINE OF AUSTIN ROAD;

THENCE TURNING AND RUNNING ALONG SAID EASTERLY LINE OF AUSTIN ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 23 DEGREES 00 MINUTES 30 SECONDS EAST 21.93 FEET;  
NORTH 17 DEGREES 51 MINUTES 00 SECONDS EAST 47.91 FEET;  
NORTH 21 DEGREES 59 MINUTES 00 SECONDS EAST 79.60 FEET;  
SOUTH 68 DEGREES 01 MINUTES 00 SECONDS EAST 0.60 FEET;  
NORTH 25 DEGREES 00 MINUTES 30 SECONDS EAST 72.48 FEET;  
NORTH 27 DEGREES 35 MINUTES 20 SECONDS EAST 70.11 FEET;  
NORTH 36 DEGREES 13 MINUTES 15 SECONDS EAST 35.03 FEET;  
NORTH 36 DEGREES 48 MINUTES 35 SECONDS EAST 39.91 FEET;  
NORTH 58 DEGREES 26 MINUTES 10 SECONDS WEST 1.00 FOOT;

NORTH 31 DEGREES 33 MINUTES 50 SECONDS EAST 91.66 FEET;  
NORTH 23 DEGREES 55 MINUTES 15 SECONDS EAST 43.64 FEET;  
NORTH 19 DEGREES 56 MINUTES 10 SECONDS EAST 44.00 FEET AND  
NORTH 25 DEGREES 19 MINUTES 00 SECONDS EAST 19.22 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO CENTRAL SCHOOL DISTRICT NO. 1;

THENCE TURNING AND RUNNING ALONG SAID LANDS THE FOLLOWING COURSES AND DISTANCES:  
SOUTH 71 DEGREES 57 MINUTES 40 SECONDS EAST 921.10 FEET;  
NORTH 18 DEGREES 42 MINUTES 00 SECONDS EAST 298.55 FEET;  
SOUTH 67 DEGREES 15 MINUTES 50 SECONDS EAST 59.38 FEET;  
SOUTH 55 DEGREES 38 MINUTES 40 SECONDS EAST 62.69 FEET;  
NORTH 14 DEGREES 32 MINUTES 55 SECONDS EAST 513.81 FEET AND  
NORTH 13 DEGREES 35 MINUTES 30 SECONDS EAST 68.28 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO CENTRAL HUDSON GAS AND ELECTRIC CORP.

THENCE TURNING AND RUNNING ALONG SAID LANDS OF CENTRAL HUDSON GAS AND ELECTRIC CORP.,  
THE FOLLOWING COURSES AND DISTANCES:  
SOUTH 68 DEGREES 47 MINUTES 49 SECONDS EAST 141.44 FEET;  
SOUTH 58 DEGREES 16 MINUTES 01 SECONDS EAST 1018.50 FEET;  
SOUTH 19 DEGREES 20 MINUTES 37 SECONDS WEST 1077.04 FEET;  
SOUTH 18 DEGREES 32 MINUTES 36 SECONDS WEST 295.98 FEET;  
SOUTH 05 DEGREES 14 MINUTES 40 SECONDS EAST 86.77 FEET;  
NORTH 19 DEGREES 59 MINUTES 45 SECONDS EAST 267.68 FEET;  
NORTH 15 DEGREES 35 MINUTES 00 SECONDS EAST 35.54 FEET;

NORTH 17 DEGREES 25 MINUTES 50 SECONDS EAST 40.42 FEET;  
NORTH 11 DEGREES 02 MINUTES 05 SECONDS EAST 31.86 FEET;  
SOUTH 81 DEGREES 35 MINUTES 10 SECONDS EAST 3.90 FEET;  
NORTH 18 DEGREES 39 MINUTES 30 SECONDS EAST 316.88 FEET AND  
NORTH 20 DEGREES 39 MINUTES 10 SECONDS EAST 152.09 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO THE COUNTY OF PUTNAM;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF THE COUNTY OF PUTNAM, THE FOLLOWING  
COURSES AND DISTANCES:  
SOUTH 69 DEGREES 33 MINUTES 30 SECONDS EAST 209.07 FEET;  
NORTH 19 DEGREES 07 MINUTES 50 SECONDS EAST 211.64 FEET AND  
NORTH 70 DEGREES 01 MINUTES 15 SECONDS WEST 210.80 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO CENTRAL HUDSON GAS AND ELECTRIC CORP.;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF CENTRAL HUDSON GAS AND ELECTRIC CORP.,  
THE FOLLOWING COURSES AND DISTANCES:  
NORTH 19 DEGREES 44 MINUTES 20 SECONDS EAST 163.38 FEET;  
NORTH 18 DEGREES 30 MINUTES 00 SECONDS EAST 154.78 FEET AND  
NORTH 19 DEGREES 26 MINUTES 27 SECONDS EAST 107.23 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO KINGS POND CONDOMINIUM;

THENCE RUNNING ALONG SAID LANDS OF KING POND CONDOMINIUM, THE FOLLOWING COURSES AND  
DISTANCES:  
NORTH 17 DEGREES 52 MINUTES 20 SECONDS EAST 186.28 FEET;  
NORTH 21 DEGREES 26 MINUTES 00 SECONDS EAST 218.40 FEET;  
SOUTH 60 DEGREES 18 MINUTES 20 SECONDS EAST 162.42 FEET;  
SOUTH 64 DEGREES 31 MINUTES 55 SECONDS EAST 40.50 FEET;  
SOUTH 62 DEGREES 33 MINUTES 35 SECONDS EAST 83.60 FEET;  
NORTH 30 DEGREES 32 MINUTES 00 SECONDS EAST 369.27 FEET;  
NORTH 30 DEGREES 13 MINUTES 00 SECONDS EAST 91.94 FEET;  
NORTH 30 DEGREES 00 MINUTES 50 SECONDS EAST 87.14 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO WILLIAM A. & VIVIAN MACMILLAN;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF MACMILLAN THE FOLLOWING COURSES AND  
DISTANCES:  
SOUTH 59 DEGREES 38 MINUTES 40 SECONDS EAST 406.49 FEET;

SOUTH 72 DEGREES 31 MINUTES 15 SECONDS EAST 334.73 FEET AND  
NORTH 15 DEGREES 56 MINUTES 50 SECONDS EAST 150.05 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO RAFAEL III AND ROBERT E. BRACHE;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF BRACHE, THE FOLLOWING COURSES AND  
DISTANCES:

SOUTH 88 DEGREES 59 MINUTES 10 SECONDS EAST 218.72 FEET;  
NORTH 05 DEGREES 52 MINUTES 50 SECONDS EAST 38.62 FEET;  
NORTH 42 DEGREES 15 MINUTES 55 SECONDS WEST 191.90 FEET;  
NORTH 72 DEGREES 31 MINUTES 15 SECONDS WEST 72.49 FEET;  
SOUTH 44 DEGREES 44 MINUTES 25 SECONDS WEST 221.05 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO WILLIAM A. AND VIVIAN MACMILLAN;

THENCE RUNNING ALONG SAID LANDS OF MACMILLAN;  
NORTH 72 DEGREES 31 MINUTES 15 SECONDS WEST 176.28 FEET AND

NORTH 59 DEGREES 38 MINUTES 40 SECONDS WEST 388.02 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO KINGS POND CONDOMINIUM;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF KINGS POND CONDOMINIUM, THE FOLLOWING  
COURSES AND DISTANCES:

NORTH 31 DEGREES 43 MINUTES 10 SECONDS EAST 55.51 FEET;  
NORTH 33 DEGREES 16 MINUTES 20 SECONDS EAST 100.44 FEET;  
NORTH 32 DEGREES 57 MINUTES 40 SECONDS EAST 99.39 FEET;  
NORTH 32 DEGREES 52 MINUTES 35 SECONDS EAST 84.36 FEET AND  
NORTH 31 DEGREES 47 MINUTES 05 SECONDS EAST 88.55 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO CHRISTIAN AND JOHN STUCKART;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF STUCKART, AND ALSO ALONG LANDS NOW OR  
FORMERLY BELONGING TO WINIFRED W. LUNNING, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 62 DEGREES 07 MINUTES 40 SECONDS EAST 108.15 FEET;  
SOUTH 69 DEGREES 02 MINUTES 15 SECONDS EAST 41.37 FEET;  
SOUTH 71 DEGREES 09 MINUTES 55 SECONDS EAST 131.42 FEET AND SOUTH 70 DEGREES 39 MINUTES  
30 SECONDS EAST 130.63 FEET TO LANDS NOW OR FORMERLY BELONGING TO MILDRED RICHARDS;

THENCE RUNNING ALONG SAID LANDS OF RICHARDS:

SOUTH 70 DEGREES 51 MINUTES 00 SECONDS EAST 142.94 FEET AND  
NORTH 83 DEGREES 46 MINUTES 50 SECONDS EAST 347.97 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO RUDOLPH W. AND ARLENE J. ANGELMAIER;

THENCE RUNNING ALONG SAID LANDS OF ANGELMAIER SOUTH 89 DEGREES 50 MINUTES 10 SECONDS  
EAST 76.59 FEET TO LANDS NOW OR FORMERLY BELONGING TO RICHARD F. AND JACQUELINE J.  
MARKERT;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF MARKERT:

SOUTH 07 DEGREES 02 MINUTES 20 SECONDS EAST 160.64 FEET AND  
SOUTH 71 DEGREES 55 MINUTES 30 SECONDS EAST 200.00 FEET TO A POINT ON THE WESTERLY LINE OF  
HILL STREET;

THENCE TURNING AND RUNNING ALONG SAID WESTERLY LINE OF HILL STREET, THE FOLLOWING  
COURSES AND DISTANCES:

SOUTH 14 DEGREES 38 MINUTES 35 SECONDS WEST 49.32 FEET;  
SOUTH 16 DEGREES 08 MINUTES 10 SECONDS WEST 56.36 FEET;  
SOUTH 13 DEGREES 18 MINUTES 50 SECONDS WEST 99.54 FEET;  
SOUTH 14 DEGREES 14 MINUTES 35 SECONDS WEST 84.92 FEET;  
SOUTH 11 DEGREES 37 MINUTES 20 SECONDS WEST 114.06 FEET;  
SOUTH 08 DEGREES 59 MINUTES 35 SECONDS WEST 99.42 FEET;  
SOUTH 12 DEGREES 17 MINUTES 45 SECONDS WEST 40.50 FEET;  
SOUTH 05 DEGREES 43 MINUTES 10 SECONDS WEST 34.18 FEET;  
SOUTH 15 DEGREES 19 MINUTES 25 SECONDS WEST 92.09 FEET;  
SOUTH 03 DEGREES 49 MINUTES 35 SECONDS WEST 33.30 FEET;

SOUTH 02 DEGREES 33 MINUTES 55 SECONDS EAST 76.93 FEET AND  
SOUTH 04 DEGREES 26 MINUTES 50 SECONDS EAST 23.84 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO MATHIAS AND MARY ANN SAUTNER;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF SAUTNER, THE FOLLOWING COURSES AND  
DISTANCES:

NORTH 78 DEGREES 18 MINUTES 40 SECONDS EAST 142.45 FEET;

NORTH 77 DEGREES 20 MINUTES 15 SECONDS WEST 105.38 FEET AND  
SOUTH 14 DEGREES 50 MINUTES 30 SECONDS WEST 209.12 FEET TO A POINT;

THENCE CONTINUING ALONG LANDS OF SAUTNER, AND ALSO ALONG LANDS NOW OR FORMERLY  
BELONGING TO NICOLAS AND DONNA PYRGOUZIS AND LANDS NOW OR FORMERLY BELONGING TO  
DELMER AND GERTRUDE BENNETT;  
SOUTH 18 DEGREES 55 MINUTES 30 SECONDS WEST 306.97 FEET AND SOUTH 13 DEGREES 31 MINUTES  
10 SECONDS WEST 23.10 FEET TO LANDS NOW OR FORMERLY BELONGING TO GEORGE A. STOLL;

THENCE RUNNING ALONG SAID LANDS OF STOLL:  
SOUTH 16 DEGREES 26 MINUTES 50 SECONDS WEST 156.97 AND  
SOUTH 74 DEGREES 09 MINUTES 00 SECONDS EAST 285.66 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO THOMAS J. ALTIZIO;

THENCE RUNNING ALONG SAID LANDS OF ALTIZIO:  
SOUTH 15 DEGREES 42 MINUTES 00 SECONDS WEST 95.03 FEET AND SOUTH 74 DEGREES 40 MINUTES 00  
SECONDS EAST 175.78 FEET TO THE WESTERLY SIDE OF HILL STREET;

THENCE TURNING AND RUNNING ALONG SAID HILL STREET SOUTH 08 DEGREES 45 MINUTES 40  
SECONDS WEST 50.33 FEET TO LANDS NOW OR FORMERLY BELONGING TO ERNEST E. AND JOAN B.  
HILL;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF HILL AND ALSO LANDS NOW OR FORMERLY  
BELONGING TO L. & R. ASSOCIATES AND LANDS NOW OR FORMERLY BELONGING TO EDWARD J. AND  
MARY ANN M. DICKAN:

NORTH 74 DEGREES 40 SECONDS 00 MINUTES WEST 207.14 FEET AND SOUTH 17 DEGREES 27 MINUTES  
40 SECONDS WEST 326.65 FEET TO LANDS NOW OR FORMERLY BELONGING TO CHARLES V. JR. AND  
PATRICIA A. MILLER;

THENCE RUNNING ALONG SAID LANDS OF MILER AND ALSO ALONG LANDS NOW OR FORMERLY  
BELONGING TO BRIAN AND ELIZABETH ALEXANDER, LANDS NOW OR FORMERLY BELONGING TO JAMES  
AND ANTOINETTE ROCHE, LANDS NOW OR FORMERLY BELONGING TO MURRY AND MARGARET  
RAUCHER, LANDS NOW OR FORMERLY BELONGING TO EMILIO AND LILLIAN GUATTRONE, LANDS NOW OR  
FORMERLY BELONGING TO JOSEPH KOLLAR AND LANDS NOW OR FORMERLY BELONGING TO EDWIN E.  
AND PATRICIA CARLSON:

SOUTH 18 DEGREES 11 MINUTES 00 SECONDS WEST 752.92 FEET AND  
SOUTH 67 DEGREES 13 MINUTES 00 SECONDS EAST 283.48 FEET TO THE WESTERLY SIDE OF HILL  
STREET;

THENCE TURNING AND RUNNING ALONG SAID HILL STREET SOUTH 14 DEGREES 19 MINUTES 44  
SECONDS WEST 50.55 FEET TO LANDS NOW OR FORMERLY BELONGING TO OWEN AND LESLIE  
STEPHENS:

THENCE TURNING AND RUNNING ALONG SAID LANDS OF STEPHENS:  
NORTH 67 DEGREES 13 MINUTES 00 SECONDS WEST 290.02 FEET AND  
SOUTH 21 DEGREES 45 MINUTES 42 SECONDS WEST 184.17 FEET TO LANDS NOW OR FORMERLY  
BELONGING TO BERNARD C. AND DIANE S. COWDEN:

THENCE RUNNING ALONG SAID LANDS OF COWDEN, SOUTH 22 DEGREES 04 MINUTES 36 SECONDS  
WEST 138.88 FEET TO LANDS NOW OR FORMERLY BELONGING TO JOSEPH AND HELEN KOLLAR:

THENCE RUNNING ALONG SAID LANDS OF KOLLAR:



SOUTH 19 DEGREES 21 MINUTES 40 SECONDS WEST 258.67 FEET AND  
SOUTH 72 DEGREES 27 MINUTES 10 SECONDS EAST 332.87 FEET TO THE WESTERLY SIDE OF HILL  
STREET;

THENCE TURNING AND RUNNING ALONG SAID HILL STREET, THE FOLLOWING COURSES AND  
DISTANCES:

SOUTH 23 DEGREES 33 MINUTES 50 SECONDS WEST 204.15 FEET;  
SOUTH 31 DEGREES 49 MINUTES 40 SECONDS WEST 63.05 FEET;  
SOUTH 34 DEGREES 31 MINUTES 00 SECONDS WEST 32.61 FEET;  
SOUTH 38 DEGREES 34 MINUTES 10 SECONDS WEST 19.38 FEET;  
SOUTH 41 DEGREES 54 MINUTES 50 SECONDS WEST 164.86 FEET;  
SOUTH 42 DEGREES 46 MINUTES 10 SECONDS WEST 149.21 FEET;  
SOUTH 43 DEGREES 20 MINUTES 47 SECONDS WEST 201.26 FEET;  
SOUTH 42 DEGREES 42 MINUTES 55 SECONDS WEST 101.56 FEET;  
SOUTH 36 DEGREES 19 MINUTES 05 SECONDS WEST 65.03 FEET AND  
SOUTH 37 DEGREES 23 MINUTES 25 SECONDS WEST 94.84 FEET TO THE POINT OR PLACE OF  
BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL 1, A PARCEL OF LAND NOW OR FORMERLY  
BELONGING TO CENTRAL HUDSON GAS AND ELECTRIC CORP, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF RED MILLS ROAD, WHERE THE SAME IS  
INTERSECTED BY THE NORTHERLY LINE OF LOT 70, AS SHOWN ON A MAP ENTITLED "MAP OF RED MILLS  
II" SAID MAP FILED IN PUTNAM COUNTY CLERK'S OFFICE OF LAND RECORDS, ON JUNE 16, 1965, AS MAP  
NO. 974B;

THENCE RUNNING ALONG SAID FILED MAP NO. 974B:

NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 187.05 FEET;  
SOUTH 31 DEGREES 28 MINUTES 45 SECONDS WEST 304.69 FEET AND  
NORTH 58 DEGREES 31 MINUTES 15 SECONDS WEST 93.01 FEET TO A POINT ON THE EASTERLY LINE OF  
LANDS AS SHOWN ON A MAP ENTITLED "RICHSTONE ESTATES" SAID MAP FILED IN THE PUTNAM COUNTY  
CLERK'S OFFICE, DIVISION OF LAND RECORDS, ON JULY 15, 1985, AS MAP NO. 2059;

THENCE TURNING AND RUNNING ALONG THE EASTERLY LINE OF LAND AS SHOWN ON SAID FILED MAP  
NO. 2059 THE FOLLOWING COURSES AND DISTANCES:

NORTH 05 DEGREES 36 MINUTES 55 SECONDS EAST 115.53 FEET;  
NORTH 04 DEGREES 18 MINUTES 15 SECONDS EAST 102.10 FEET AND  
NORTH 06 DEGREES 30 MINUTES 15 SECONDS EAST 165.10 FEET TO A POINT;

THENCE RUNNING THROUGH PARCEL 1:

NORTH 05 DEGREES 34 MINUTES 25 SECONDS EAST 35.55 FEET AND  
SOUTH 87 DEGREES 25 MINUTES 20 SECONDS EAST 127.79 FEET TO THE POINT OR PLACE OF  
BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL:

THENCE RUNNING ALONG SAID HEREIN DESCRIBED PARCEL THE FOLLOWING COURSES AND  
DISTANCES:

SOUTH 87 DEGREES 25 MINUTES 20 SECONDS EAST 50.25 FEET;  
SOUTH 03 DEGREES 07 MINUTES 37 SECONDS EAST 148.10 FEET;  
SOUTH 86 DEGREES 52 MINUTES 23 SECONDS WEST 50.00 FEET;  
NORTH 03 DEGREES 07 MINUTES 37 SECONDS WEST 153.09 FEET TO THE POINT OR PLACE OF  
BEGINNING.

PARCEL 2:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF CARMEL,  
COUNTY OF PUTNAM AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF HILL STREET, WHERE THE SAME IS INTERSECTED  
WITH THE SOUTHERLY LINE OF LOT 2, AS SHOWN ON A MAP ENTITLED "SUBDIVISION PLAT KNOWN AS  
SIMONE PROPERTIES", SAID MAP FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND  
RECORDS, ON FEBRUARY 28, 1980, AS MAP NO. 1754;

THENCE RUNNING ALONG HILL STREET:

SOUTH 15 DEGREES 04 MINUTES 00 SECONDS WEST 347.44 FEET AND  
SOUTH 12 DEGREES 23 MINUTES 25 SECONDS WEST 125.00 FEET TO THE NORTHERLY END OF A CURVE  
CONNECTING THE NORTHERLY LINE OF RED MILLS ROAD TO THE WESTERLY LINE OF HILL STREET;

THENCE RUNNING ALONG SAID NORTHERLY LINE OF RED MILLS ROAD, ALONG A CURVE TO THE RIGHT,  
HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 57 MINUTES 40 SECONDS AND A  
DISTANCE OF 40.13 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID RED MILLS ROAD, NORTH 75 DEGREES 38 MINUTES 55 SECONDS  
WEST 44.76 FEET TO A POINT OF CURVE;

THENCE CONTINUING ALONG SAID RED MILLS ROAD ALONG A CURVE TO THE LEFT, HAVING A RADIUS  
OF 175.00 FEET, A CENTRAL ANGLE OF 23 DEGREES 45 MINUTES 47 SECONDS, AND A DISTANCE OF 72.58  
FEET TO LANDS NOW OR FORMERLY BELONGING TO NICHOLAS J. AND ELIZABETH B. MAZZEO;

THENCE TURNING AND RUNNING ALONG SAID LANDS OF MAZZEO NORTH 25 DEGREES 31 MINUTES 25  
SECONDS WEST 310.54 FEET TO A POINT ON THE EASTERLY LINE OF LANDS, AS SHOWN ON A MAP  
ENTITLED "MAP OF RED MILLS I" AS FILED IN THE PUTNAM COUNTY CLERK'S OFFICE, DIVISION OF LAND  
RECORDS, ON APRIL 15, 1963, AS MAP NO. 974;

THENCE TURNING AND RUNNING LONG SAID LANDS, AS SHOWN ON FILED MAP NO. 974;  
NORTH 31 DEGREES 28 MINUTES 45 SECONDS EAST 150.67 FEET AND  
NORTH 11 DEGREES 22 MINUTES 15 SECONDS EAST 136.48 FEET TO LANDS AS SHOWN ON A MAP  
ENTITLED "SUBDIVISION PLAT KNOWN AS SIMONE PROPERTIES", SAID MAP FILED IN THE PUTNAM  
COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS ON FEBRUARY 28, 1980, AS MAP NO. 1754;

THENCE TURNING AND RUNNING ALONG SAID LANDS AS SHOWN ON MAP NO. 1754;  
SOUTH 75 DEGREES 10 MINUTES 20 SECONDS EAST 184.90 FEET AND  
SOUTH 73 DEGREES 40 MINUTES 25 SECONDS EAST 117.31 FEET TO THE POINT OR PLACE OF  
BEGINNING.

TAX ID: 64.14-1-8

BEING THE SAME PROPERTY CONVEYED TO COUNTY OF PUTNAM, GRANTEE, FROM PUTNAM COUNTRY  
CLUB ASSOCIATES, K LLC, A NEW YORK LIMITED LIABILITY COMPANY D/B/A THE COUNTRY CLUB AT LAKE  
MACGREGOR, GRANTOR, BY DEED RECORDED 12/29/2003, IN BOOK 1647, PAGE 279 OF THE PUTNAM  
COUNTY RECORDS.

**EXHIBIT "C"**

**FORM OF COMMUNICATIONS SITE LICENSE AGREEMENT**

[SEE ATTACHED.]

SITE NAME:

SITE NO.:

## COMMUNICATIONS LICENSE AGREEMENT

This Communications License Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, between **Homeland Towers, LLC**, a New York limited liability company ("LICENSOR") and **Putnam County**, a New York Municipal Corporation \_\_\_\_\_ ("LICENSEE").

1. **Scope of License.** Subject to the terms and conditions of this Agreement and the Master Lease (as hereinafter defined), LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment (the "Equipment") described in the attached **Exhibit "A"** at LICENSOR's communication site described in the attached **Exhibit "B"** (the "Site") at the location described in the attached **Exhibit "C"** (the "Licensed Premises").

2. **Term.** (a) The "Term" of this Agreement shall begin on the Master Lease's "Commencement Date," and shall be in effect for so long as the Master Lease is in effect, *provided, however*, that LICENSEE is not then in default hereunder beyond any applicable notice and cure period.

3. **License Fee.** (a) No license fees, rent or other charges based solely on LICENSEE's use and occupancy of the Licensed Premises shall apply during the Term of this Agreement. LICENSEE agrees that payment of other sums that become due under this Agreement shall be due and payable without the necessity of a demand or invoice from the LICENSOR.

(b) LICENSEE shall obtain electricity directly from the public utility company servicing the Site and have a separate electric meter installed at LICENSEE's sole cost and expense to measure LICENSEE's electric consumption.

(c) If applicable, LICENSEE shall pay all personal property taxes or other taxes assessed against LICENSEE's personal property that is located within the Licensed Premises, and its pro-rata share of any increase in real property taxes and other similar taxes and assessments levied against the Site over the real estate taxes and other similar taxes and assessments paid by LICENSOR prior to the Commencement Date of this Agreement but only to the extent that such increase results directly from LICENSEE's installation and operation of the Equipment on the Site in the manner authorized by this Agreement. LICENSOR agrees to furnish proof of any such increase to LICENSEE. To the extent applicable, LICENSEE further agrees to pay any sales or use tax assessed by local and/or state jurisdictions with respect to any payments made by LICENSEE to LICENSOR hereunder.

4. **Inspection of Licensed Premises.** The Licensed Premises shall be provided in "**AS IS**" condition by LICENSOR. LICENSEE acknowledges that no representations or warranties have been made to LICENSEE by LICENSOR as to the condition of the Licensed Premises, including the tower that is a part of the Site (the "Tower"), as the case may be, and/or the storage facilities, or as to any engineering data. LICENSEE is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Licensed Premises for LICENSEE's use. LICENSOR shall have no obligation to obtain licenses for LICENSEE, or to maintain, insure, operate or safeguard LICENSEE's equipment.

5. **Permitted Use, Installation, Operating Procedures.** (a) The Licensed Premises may be used by LICENSEE for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto (the "Permitted Use"). LICENSEE shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities necessary for LICENSEE's use of the Licensed Premises for the Permitted Use ("Governmental Approvals").

(b) LICENSEE shall construct, and maintain the Equipment on the Licensed Premises in compliance with all local, State and Federal regulations. All installations, operation and maintenance of Equipment must be in accordance with LICENSOR's policies as set forth in the attached **Exhibit "D"** ("Installation and Maintenance Standards"). Prior to the installation of LICENSEE's Equipment or any modifications, supplement, replacement, upgrade or relocation to the Equipment within the Licensed Premises at any time during the Term:

(i) LICENSEE shall submit in writing all plans for such installation, modifications or changes for LICENSEE's written approval, such approval not to be unreasonably withheld or delayed by LICENSOR. In order to ensure LICENSEE's compliance with the provisions of this Agreement, the plans and specifications for LICENSEE's Equipment and any modifications thereto shall be submitted to engineers and consultants selected by LICENSOR for review and approval.

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense by LICENSEE's employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld or delayed. LICENSEE shall require all contractors, as a condition to their engagement, (i) to agree to be bound by provisions identical to those included in this Agreement, specifically those relating to the indemnification of LICENSOR and insurance requirements. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to the Equipment, will be deemed for the immediate use and benefit of LICENSOR so that no mechanic's lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises. If any mechanic's or other liens will at any time be filed against the Licensed Premises or the property of which the Licensed Premises is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to LICENSEE or to anyone using the Licensed Premises through or under LICENSEE, LICENSEE will forthwith cause the same to be discharged of record or bonded to the satisfaction of LICENSOR. If LICENSEE fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of LICENSOR, LICENSOR may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by LICENSOR, including reasonable attorneys' fees incurred by LICENSOR either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by LICENSEE to LICENSOR as an additional fee hereunder.

(iv) All of LICENSEE's Equipment shall be clearly marked to show LICENSEE's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At LICENSOR's request, LICENSEE shall promptly deliver to LICENSOR written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment.

(c) LICENSOR agrees that LICENSEE shall have the right to nonexclusive access to the Licensed Premises over and across the Site ("Access") twenty-four (24) hours per day, seven (7) days per week, during the Term for the purpose of ingress, egress, maintenance and operation of the Equipment and any associated utilities. In the event that LICENSOR is charged a fee to access the Site, LICENSEE agrees to pay LICENSOR for its pro-rata portion of such fee based on any reasonable allocation method selected by LICENSOR.

(d) LICENSEE shall not sublease or share, in whole or in part, its Equipment, its frequencies or its interests pursuant to this Agreement.

**6. Interference.** (a) The installation, maintenance and operation of the LICENSEE's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of LICENSOR or with any other licensee or sub-tenants at the site on the Commencement Date. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of LICENSEE's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, LICENSEE shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever LICENSOR deems necessary to eliminate or remedy such

interference. If it is determined that such interference cannot be rectified by LICENSEE within fifteen (15) days after written notice of said interference, then LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE unless LICENSEE commences curing the interference within said fifteen (15) day period and thereafter continuously and diligently pursues to cure the interference (“Cure Period”). In the event the interference is not cured during the initial fifteen (15) day notification period or any Cure Period, LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE, whereupon LICENSEE shall remove the Equipment at its sole cost and expense and in accordance with Paragraph 8 herein. If LICENSEE fails to take possession of its Equipment within thirty (30) days after notice of termination, said Equipment will be deemed abandoned; or

(ii) with any other radio communications systems and equipment installed at the Licensed Premises after the Commencement Date of this Agreement, LICENSEE shall cooperate fully with LICENSOR and any future licensee or sub-tenant injured by LICENSEE’s interference (“Future Party”) to remedy the interference. LICENSEE shall do whatever LICENSOR deems reasonably necessary to cure such interference, *provided, however,* that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in LICENSEE’s system, Equipment, or installation.

(b) LICENSEE hereby acknowledges that LICENSOR has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. LICENSEE accepts this Agreement with this knowledge and waives any and all claims against LICENSOR resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by LICENSOR in its business upon the Site. LICENSEE also waives any and all claims against LICENSOR arising from interference resulting to LICENSEE by virtue of equipment, facilities or operations employed by any other licensee or sub-tenant of LICENSOR in its business upon the Site. In the event that any such interference occurs that materially interferes with LICENSEE’s utilization of the Licensed Premises, LICENSEE, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving LICENSOR prior written notice to that effect.

(c) Any dispute relating to the interpretation of this Section 6 pertaining to harmful or detrimental interference shall be interpreted and resolved in accordance with applicable FCC rules, regulations and policies.

(d) LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment within the building or shelter, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR’s expense, provided that said relocation does not substantially change the operation of LICENSEE’s Equipment.

**7. Structural Modifications and Repairs.** In the event LICENSOR, in its sole discretion, determines that any structural modifications or repairs are needed to be made to any portion of the Licensed Premises due to the presence of LICENSEE’s Equipment or other improvements, LICENSOR shall notify LICENSEE of the needed modifications or repairs, and LICENSEE shall, at its sole cost and expense, promptly make all such noticed modifications or repairs in accordance with Paragraph 5 hereof. If the noticed modifications referenced in the preceding sentence are not completed within sixty (60) days following LICENSOR’s notice, either party shall have the right to terminate this Agreement by giving the other party thirty (30) days’ prior written notice. Notwithstanding the foregoing, in the event of an emergency and upon notice to LICENSEE, LICENSOR shall have the right to make any necessary modifications or repairs to LICENSEE’s equipment at LICENSEE’s expense, and all sums associated therewith shall be immediately due to LICENSOR as an additional fee hereunder upon its rendering of an invoice therefore.

**8. Removal of LICENSEE’s Equipment.** At the expiration of this Agreement or earlier termination thereof, LICENSEE shall remove any and all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Paragraph 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Licensed Premises or any equipment of other licensee or sub-tenants thereon. Any and all interference or damage caused to the LICENSOR’s equipment or equipment of other licensees or sub-tenants by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs, at LICENSEE’s sole cost and expense, within ten (10) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE’s cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

**9. Indemnification.** (a) LICENSEE shall indemnify and hold LICENSOR harmless from (i) all costs of any damage done to the facilities or equipment of the LICENSOR, and/or other licensee or sub-tenant located at the Site, that occur as a result of the installation, operation or maintenance of LICENSEE's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employees disability and death benefits, to the extent caused by LICENSEE's occupancy of the Licensed Premises or the installation, maintenance and operation or removal of LICENSEE's Equipment, except for damages, costs, claims, causes of action or demands caused solely by the negligence or willful misconduct of LICENSOR.

(b) LICENSEE shall also indemnify and hold LICENSOR harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any workers compensation law or any plan of employees disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action caused by or resulting in any way from RF radiation emissions from LICENSEE's Equipment or any other harmful effect caused by or resulting from LICENSEE's Equipment.

(c) LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or sub-tenants occupying the Site. LICENSEE hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Licensed Premises or failure of LICENSEE or LICENSEE's Equipment for any reason whatsoever and agrees to indemnify and hold LICENSOR harmless from all damages and costs of defending any claim or suit for damages of any kind, including but not limited to business interruption and attorney's fees, asserted against LICENSOR by reason of such failure.

(d) Subject to Section 9(c) above, LICENSOR shall indemnify and hold LICENSEE harmless from any claims, demands, or causes of action for property damage or personal injuries, including any payments made under any worker's compensation law or any plan of employees disability and death benefits, to the extent caused by LICENSOR's installation, maintenance, operation or removal of equipment that is under the exclusive control of LICENSOR, except for damages, costs, claims, causes of action or demands caused by the negligence or willful misconduct of LICENSEE.

**10. Damage or Destruction.** LICENSOR and LICENSEE agree that LICENSOR shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Licensed Premises or to LICENSEE's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Licensed Premises or any part thereof is damaged or destroyed by the elements or any other cause, LICENSOR may elect to repair, rebuild, or restore the Licensed Premises or any part thereof, to the same condition as it was immediately prior to such casualty. If LICENSOR chooses not to repair, restore or rebuild the Licensed Premises, LICENSOR shall send to LICENSEE a notice of cancellation of this Agreement within thirty (30) days of such casualty.

**11. Condemnation.** In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Licensed Premises or any access way required by LICENSEE for the operation of its radio equipment, this Agreement shall terminate as of the date title to the Licensed Premises vests in the condemning authority. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation.

**12. Insurance and Subrogation.** (a) LICENSEE shall keep in full force and effect during the Term a commercial general liability insurance policy, including blanket contractual and completed operations coverage, with the limits of liability of at least Two Million (\$2,000,000.00) Dollars in respect to bodily injury, including death, arising from any one occurrence, and Two Million (\$2,000,000.00) Dollars in respect to damage to property arising from any one occurrence and worker's compensation with a limit of not less than the applicable statutory limit. Said insurance policy shall be primary and shall be endorsed to include LICENSOR as an additional insured and shall provide that LICENSOR will receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy. Additionally, LICENSEE shall obtain a waiver of subrogation from its insurer on the policies listed above. LICENSEE shall be required to furnish to LICENSOR, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

**13. Notices.** All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LICENSOR and LICENSEE or such address as may be designated in writing by either party:

If to LICENSOR:

Homeland Towers, LLC  
ATTN: Manual J. Vicente  
9 Harmony Street, 2<sup>nd</sup> Floor  
Danbury, CT 06810  
(203) 297-6345

If to LICENSEE:

Putnam County  
ATTN: County Attorney  
48 Gleneida Avenue  
Carmel, NY 10512  
(845) 808-1050

With a copy to:

Roni D. Jackson, Esq.  
1800 Diagonal Road, Suite 600  
Alexandria, VA 22314  
(571) 366-1720

With a copy to:

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

**14. Default.** (a) Any one or more of the following events shall constitute a default (“Default”) under this Agreement: (i) the failure by LICENSEE to pay monetary amounts due under this Agreement within ten (10) days after LICENSOR provides written notice thereof to LICENSEE; (ii) if either party fails to observe or perform any non-monetary obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach or if the breach by its nature cannot be cured within said thirty (30) day period, the defaulting party shall not be in default if it commences curing within said thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; or (iii) abandonment of either the Equipment or that portion of the Licensed Premises upon which the Equipment was installed.

(b) In the event of a Default, LICENSOR shall be entitled at LICENSOR’s option to terminate this Agreement and to remove all of LICENSEE’s Equipment, improvements, personnel or personal property located at the Licensed Premises at LICENSEE’s cost and expense. No Default pursuant to this Paragraph 14, by operation of law or otherwise (except as expressly provided herein), no removal of the Equipment from the Licensed Premises pursuant to the terms of this Agreement, and/or no re-licensing of LICENSEE’s former space at the Licensed Premises shall relieve LICENSEE of LICENSEE’s obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. All of the rights, powers, and remedies of LICENSOR provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by LICENSOR of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by LICENSOR of any or all of such other rights, powers, or remedies.

**15. Assignment.** (a) LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber the Licensed Premises and/or its interest in this Agreement. LICENSEE shall upon demand execute and deliver to LICENSOR such



further instruments subordinating this Agreement, as may be required by LICENSOR in connection with LICENSOR's contemplated transaction.

(b) LICENSEE may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of LICENSOR.

**16. Master Lease.** LICENSEE hereby acknowledges that LICENSOR leases the Site pursuant to that certain Option and Ground Lease Agreement dated as of \_\_\_\_\_, 202\_ between \_\_\_\_\_, as landlord/lessor (the "Master Lessor") and LICENSOR, as tenant/lessee (the "Master Lease"). This Agreement shall be subject and subordinate to the Master Lease, and to the matters to which the Master Lease is or shall be subject and subordinate. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between LICENSEE and Master Lessor. If for any reason the term of the Master Lease shall terminate prior to the expiration date of this Agreement, this Agreement shall thereupon be automatically terminated and LICENSOR shall not be liable to LICENSEE by reason thereof.

**17. Compliance with Laws.** LICENSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA").

**18. RF Emissions Compliance.** (a) LICENSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as all applicable rules and/or regulations of any other Federal or State agency (including but not limited to OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna licensed premises. LICENSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Licensed Premises. LICENSEE will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all licensees and users taken in the aggregate at the Licensed Premises.

(b) LICENSEE shall take any and all steps required to cooperate with all licensees and users at the Licensed Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, LICENSEE agrees to pay LICENSOR its pro rata share of the cost of any engineering studies performed at the request of the LICENSOR at the Licensed Premises, involving measurement and RF emissions compliance pertaining to the Licensed Premises. LICENSEE shall first be notified of the necessity of such studies prior to the performance thereof, and shall have the option of removing its equipment or paying its pro rata share of such studies.

**19. Replacement and Renovation of Tower.** LICENSOR reserves the right, in its sole discretion, to renovate, replace or rebuild the Tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with space suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period.

**20. Environmental.** LICENSOR warrants and agrees that neither LICENSOR nor, to LICENSOR's actual knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Site in violation of any law or regulation. LICENSOR and LICENSEE each agree and represent that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. LICENSEE agrees to defend and indemnify LICENSOR and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) caused by LICENSEE's breach of any warranty or agreement contained in this paragraph. LICENSOR agrees to defend and indemnify LICENSEE and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) caused by LICENSOR's breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

21. **Miscellaneous.** (a) ~~It is~~ INTENTIONALLY LEFT BLANK. (b) Each party agrees to furnish to the other, within ten (10) business days after request, such truthful estoppel information as the other may reasonably request. (c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. (d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker. (e) This Agreement creates a license only and LICENSEE acknowledges that LICENSEE does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Licensed Premises by virtue of this Agreement or LICENSEE's use of the Licensed Premises pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between LICENSOR and LICENSEE. (f) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of LICENSOR. (g) This Agreement shall be construed in accordance with the laws of the state where the Site is located, without regard to the choice of law rules thereof. (h) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. (i) LICENSOR and LICENSEE each hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way related to this Agreement. (j) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (k) LICENSOR acknowledges and agrees that LICENSEE's execution of this Agreement and the undertaking by LICENSEE of an investigation to determine whether the Licensed Premises are suitable for the purpose needed by LICENSEE are good and valuable consideration that have been delivered by LICENSEE and received by LICENSOR in connection with this Agreement. (l) The submission of this Agreement for examination does not constitute an offer to license the Licensed Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Communications License Agreement to be executed by their duly-authorized representatives as of the Execution Date first written above.

LICENSOR: **Homeland Towers, LLC**  
**a New York limited liability**

By: \_\_\_\_\_  
Manuel J. Vicente  
President

LICENSEE: **Putnam County**  
**a New York municipal corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Equipment

Site Name and Number: NY \_\_\_\_\_

**[EQUIPMENT DESCRIPTION/LOCATION TO BE INSERTED]**

**NOTE: ANY (i) CHANGE IN THE NUMBER, SIZE, PLACEMENT, ARRAY, OR LOCATION OF THE EQUIPMENT LISTED ABOVE IN THIS EXHIBIT A, (ii) CHANGE IN FREQUENCY FROM THAT LISTED ABOVE IN THIS EXHIBIT A, OR (iii) INCREASE IN THE SIZE OR FOOTPRINT OF THE LICENSED PREMISES SHALL REQUIRE THE WRITTEN CONSENT OF THE LICENSOR AND A WRITTEN AMENDMENT TO THIS AGREEMENT.**

**NOTE: AUDIBLE ALARMS RELATED TO GENERATOR AND HVAC EQUIPMENT SHALL BE PERMANENTLY DISABLED AT UNMANNED SITES.**

**EXHIBIT B**

**The Site**

**Site Name:**      **LICENSOR:**    NY \_\_\_\_\_  
**LICENSEE:**      \_\_\_\_\_

The Site consists of the telecommunications tower and equipment shelter located in Putnam County, New York at:

\_\_\_\_\_  
\_\_\_\_\_, NY \_\_\_\_\_

**The geodetic coordinates of the Site are:**

North Latitude:      \_\_\_ ° - \_\_\_ ' - \_\_\_ "

West Longitude:     \_\_\_ ° - \_\_\_ ' - \_\_\_ "

**EXHIBIT C**

**Licensed Premises**<sup>1</sup>

See attached Drawings, \_ pages numbered \_\_\_ through \_\_\_, dated \_\_\_\_\_, 202\_ prepared by \_\_\_\_\_

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<sup>1</sup> The parties agree that this Exhibit “C” will be replaced with a new Exhibit “C” which shall more particularly describe the location and dimensions of the Equipment and Licensed Premises, when the “AS-BUILT” drawings have been completed.

## EXHIBIT D

### Installation and Maintenance Standards

**Purpose:** The purpose of these Standards is to insure that the installation of all LICENSEE's Equipment at LICENSOR's tower sites meets or exceeds established Electronics Industry Association (EIA) standards. These Standards have been developed to insure a safe, interference free operating environment for all LICENSOR tower site licensees. LICENSOR reserves the right to make changes and/or modifications to these standards, from time to time, and shall provide Licensee with thirty (30) days prior written notice of any such changes or modifications.

#### General Considerations:

- All RF equipment installed must be FCC Type Accepted for Radio Service and frequencies proposed in the Agreement.
- All 929/931 MHz PCP/RCC paging licensees are REQUIRED to install a bandpass filter on the final output of their transmitter. The bandpass filter should provide a minimum of 40dB attenuation at 896-901 MHz.
- Repeater systems shall have, as a minimum requirement, a single stage isolator and a bandpass/reject type duplexer. Notch type duplexers are not acceptable.
- All installed equipment shall be housed in suitable EIA approved enclosure(s) or equipment rack(s). All enclosure doors and covers shall remain closed and locked at all times except during actual equipment servicing.
- Site keys obtained by a LICENSEE will not be duplicated.
- LICENSEE will refrain from making any adjustments to any on site LICENSOR equipment (heating, ventilation, air conditioning, generator, etc.)

#### Installation Standards:

- All LICENSEE installations require the use of certified electronics technicians, steeplejacks, electricians or licensed contractors that have received LICENSOR approval prior to commencing any installation work. All installation work shall be in accordance with a previously approved installation plan. LICENSOR at its sole discretion shall have the right to supervise the installation of any and all equipment. Certificates of Insurance may also be required by LICENSOR of any installer.
- All installation work shall conform to established EIA/TIA and manufacturer's installation standards, as well as any special standards imposed by LICENSOR. All work shall be performed in a neat and workmanlike manner. Any new installation will not cause mechanical, electrical or electronic interference to other licensee RF equipment, other associated licensee equipment, or any LICENSOR equipment located in the equipment shelter, generator shelter, tower structure or anywhere else on the site.
- All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC Codes, as well as EIA and TIA Standards will apply.
- Equipment shall be installed in locations and positions determined by LICENSOR. LICENSOR will designate the exact locations for the installation of electronic equipment, transmission lines and antennas. If, for any reason, the proposed installation cannot conform to these instructions, LICENSOR shall be contacted prior to any further work.

#### Transmission Line(s):

- All transmission lines shall be Heliac® Low Density Foam (LDF) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).
- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.
- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building "halo" ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.

- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided “halo” ground busses/
- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. Licensee is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflex B Series or approved equal).
- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee’s name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.
- Interior routing of transmission line(s) shall be via LICENSOR provided “unistrut” waveguide supports and using LICENSEE provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above LICENSEE’s equipment and should terminate in the required lightning arrester. Cabling from the lightning arrester to LICENSEE’s equipment shall be by “Superflex”® cable, Heliac® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to LICENSEE’s Equipment.

**Power Cable Installations:**

- Power cables will be connected to designated electrical outlets. At many tower sites, all available electrical outlets are reserved for test equipment use only, due to circuit breaker size. If an outlet of suitable size is not available, the installation of a suitable outlet by a qualified electrician is the responsibility of the LICENSEE. One circuit breaker per cabinet is preferred. Installation of overhead outlets attached to the side of the cable ladder above LICENSEE’s Equipment by through bolting or by electrical box clamp is preferred.
- All electrical wiring shall be routed via electrical conduit or electrical metal tubing (EMT) using WATERTIGHT flexible jumpers. Wall runs are not authorized except to get to and from the cable or wire trays or ladder, where necessary. The use of Romex cable, BX cable or equal requires permission of LICENSOR.
- EIA or TIA approved lightning surge protection is required on all AC electrical circuits, in addition to any such protection provided by the utility.

**Grounding Requirements:**

- All installed equipment cabinets and racks shall be grounded to the equipment room interior overhead “halo” ground buss. Termination to equipment to be via lug bolt. Termination to “halo” ground buss to be by split bolt or by “micropress” pressure clamp.
- All equipment ground wires to be No. 6 AWG copper wire or better.
- Routing ground wire(s) via overhead cable ladders and trays is approved.

**Equipment Identification:**

- All installed RF equipment will be equipped with an ID pouch/holder. This ID container shall display, as a minimum, the LICENSEE’s Name, FCC or IRAC Call Sign, frequency, address, Point-of-Contact name and telephone number, as well as a copy of the FCC Station License.

**Equipment Maintenance:**

- LICENSEE shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steeplejacks, licensed electricians and contractors previously approved by LICENSOR.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). LICENSEE’s equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the LICENSEE or his designated representative to see that the Site is securely locked and the premises is clean before departing the Site. At sites that are centrally monitored, LICENSEE or his agent must notify the Central Monitoring Station of each entry and exit, disabling



and resetting any applicable alarm device(s) installed. Any problems encountered should be reported to LICENSOR at (866) 886-8807.

**Removal of Installed Equipment:**

- Any or all removal of LICENSEE's Equipment shall be performed by certified electronics technicians, steplejacks, licensed electricians or licensed contractors previously approved by LICENSOR. All removal operations shall be in accordance with a previously approved removal plan. Removal operations shall be accomplished in a workmanlike manner without any interference, damage or destruction of any other equipment, structures or operations at the site or to any other equipment installed therein. All trash, scrap or debris shall be removed from the site along with all LICENSEE's Equipment. The premises shall be left in a clean and orderly condition.
- Any equipment left by LICENSEE upon final departure from the Site (all keys turned in) becomes the property of LICENSOR to do with as determined by LICENSOR.

**Additional Fees:**

- Any work not performed or performed incorrectly by LICENSEE shall be corrected in a timely manner by LICENSEE at its sole cost and expense after notification by LICENSOR.
- If LICENSEE fails to correct an installation discrepancy in a timely manner, after proper notification by LICENSOR reserves the right to correct the discrepancy by other means and bill the LICENSEE for all costs associated with that action.

**EXHIBIT "D"**

**PLANS AND SPECIFICATIONS**

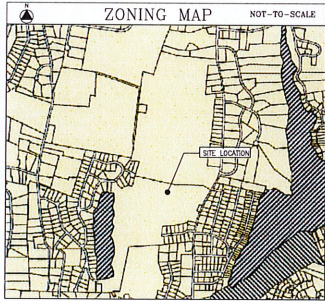
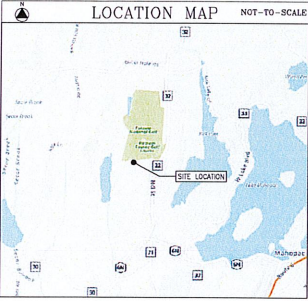


HOMELAND TOWERS SITE ID:  
NY187B - MAHOPAC AIRPORT

161 HILL ST.  
AIRPORT RD.  
MAHOPAC, NY 10541

**PROJECT DESCRIPTION**

- INSTALLATION OF A 180 FT. MONOPOLE/TOWER WITHIN A FENCED-IN, GRAVEL COMPOUND AT GRADE
- EXISTING SITE ACCESS AND PARKING TO BE USED
- INSTALLATION OF VERIZON OUTDOOR EQUIPMENT CABINETS AND A DIESEL FUELED BACK-UP EMERGENCY GENERATOR ON A CONCRETE PAD WITH ANTENNAS/APERTURANCES AT 146 FT. ON THE STRUCTURE
- ELECTRICAL/TELEPHONE SERVICES ROUTED UNDERGROUND FROM EXISTING UTILITY DEMARCATION POINTS ON-SITE TO EQUIPMENT COMPOUND



**PROJECT SUMMARY**

SITE ID:	NY187B MAHOPAC AIRPORT
SITE ADDRESS:	161 HILL ST. AIRPORT RD. MAHOPAC, NY 10541
PROPERTY OWNER:	COUNTY OF PUTNAM 49 OLINPHIA AVE. CARMEL, NY 10512
PARCEL ID:	84 14-1-9
ZONING:	R - RESIDENTIAL
TOWER COORDINATES:	41.38159444 -73.76392500
GROUND ELEVATION:	727 FT. AMSL
APPLICANT:	HOMELAND TOWERS 9 HARMONY ST., 2ND FL. DANBURY, CT 06810

**DRAWING SCHEDULE**

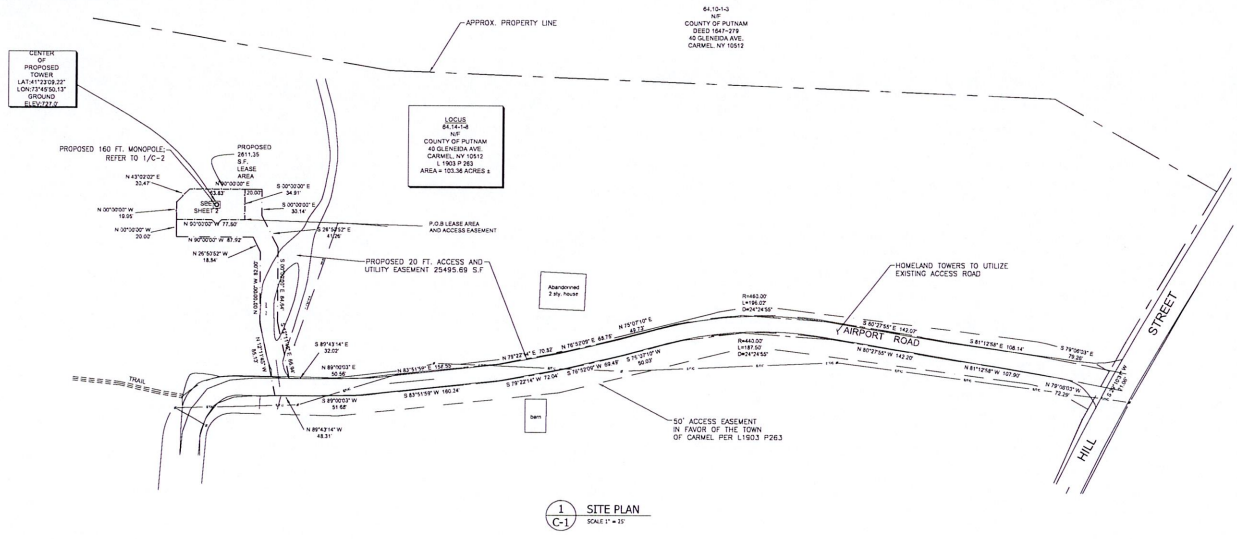
SHEET NO.	SHEET DESCRIPTION
T-1	TITLE SHEET
C-1	SITE PLAN
C-1A	ENLARGED SITE PLAN
C-2	COMPOUND PLAN, SITE GRADING/TREE REMOVAL PLAN & ELEVATION
C-3	CIVIL NOTES & DETAILS
C-4	FENCE & MISC. DETAILS
VZ-1	VERIZON EQUIPMENT PLAN & DETAILS
VZ-2	ANTENNA PLAN & VERIZON EQUIP. SPECS

 Homeland Towers, LLC 9 Harmony Street, 2nd Floor Danbury, CT 06810	
NEW YORK SMSA LIMITED PARTNERSHIP c/o  Verizon 4 CENTERCROCK ROAD WEST NYACK, NY 10994	
 On Air Engineering, LLC 88 Pheasant Pond Road Cold Spring, NY 10516 onair@optonline.net 917-464-8824	
LICENSEE  DAVID WENIGER, P.E. NY LIC. NO. 09180	
NO. DATE 3 12/23 12/20/2023	REVISIONS 1 12/23 12/20/2023
DRAWN BY MF	CHECKED BY DW
HOMELAND TOWERS SITE ID: NY187B MAHOPAC AIRPORT	
VERIZON SITE NAME: MAHOPAC	
PROJECT ADDRESS: 161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL	
DRAWING TITLE: TITLE SHEET	
SHEET NUMBER: T-1	

- GENERAL NOTES:**
- (1) THE APPLICANT'S PROPOSE TO INSTALL A WIRELESS TELECOMMUNICATION FACILITY CONSISTING OF A NEW 160 FT. MONOPOLE, ANTENNAS LOCATED ON THE POLE STRUCTURE AND OUTDOOR EQUIPMENT CABINETS & GENERATOR LOCATED WITHIN A FENCED COMPOUND.
  - (2) THE PROPOSED USE IS NOT INTENDED FOR PERMANENT EMPLOYEE OCCUPANCY AND AS SUCH, POTABLE WATER AND SANITARY SERVICES ARE NOT REQUIRED.
  - (3) THE FACILITY SHALL BE VISITED ON THE AVERAGE OF ONCE A MONTH FOR MAINTENANCE AND SHALL BE CONTINUOUSLY MONITORED FROM A REMOTE SWITCH FACILITY.
  - (4) THE FACILITY WILL NOT GENERATE ANY ADDITIONAL NOISE ABOVE AMBIENT LEVELS, FUMES, ODORS, DUST OR VIBRATIONS.
  - (5) NO COMMERCIAL SIGNS ARE PROPOSED.
  - (6) NO LIGHTING IS PROPOSED ON THE TOWER STRUCTURE. EQUIPMENT SERVICE LIGHTS ARE PROPOSED AT THE VERIZON EQUIPMENT PAD AND WILL BE CONTROLLED ON A TIMER SWITCH.
  - (7) THE PORTION OF THE PROPERTY WHERE THE FACILITY IS PROPOSED AND THE PROPOSED ACCESS DRIVE DO NOT CONTAIN ANY STEEP SLOPES.
  - (8) THIS SET OF PLANS HAS BEEN PREPARED FOR THE PURPOSES OF MONITORING AND AGENCY REVIEW AND APPROVAL. THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED AND EACH OF THE DRAWINGS HAS BEEN REVISED TO INDICATE "ISSUED FOR CONSTRUCTION".
  - (9) SITE PLAN IS BASED ON A RECENT SURVEY PREPARED BY LAWSON SURVEYING & MAPPING, ONEONTA, NY DATED 4-21-23.
  - (10) TELECOMMUNICATION CARRIER EQUIPMENT SHALL CONSIST OF OUTDOOR CABINETS ON A CONCRETE PAD WITH BURN CAPACITY ABOVE.
  - (11) NO LANDSCAPING IS PROPOSED.
  - (12) THE FACILITY WILL BE GROUNDED AND BONDED SO AS TO PROTECT PERSONS AND PROPERTY AND INSTALLED WITH SURGE PROTECTORS (WHERE APPLICABLE FOR CARRIER EQUIPMENT).

**LEGEND**

- Boundary Line
- County Tax Parcel Line
- Utility Pole
- L/V/C
- 64-14-1-B
- P.O.B.
- Utility Line, Electric/Telephone/Cable T.V.
- County Tax Map Parcel I.D. Number
- Point of Beginning



**1 SITE PLAN**  
SCALE 1" = 20'

HOMELAND  
100 W. 14th St.  
Hamden, CT 06430

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NEW YORK SMSA LIMITED PARTNERSHIP  
150  
**verizon**  
4 CENTERROCK ROAD  
WEST NYACK, NY 10994

---

**On Air Engineering, LLC**  
88 Froudy Road  
Cold Spring, NY 10516  
onaing@optonline.net  
516-456-4624

---

**LICENSEE**

DAVID WEDDAR, P.E.  
NY License #39661

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REV. DATE:	SUBMISSION
1	12/23/23
2	
3	
4	
5	
6	
7	
8	
9	
10	

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DRAWN BY:	MF	CHECKED BY:	DW
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OWNER AND TOWNSHIP:

NY187B  
MAHOPAC AIRPORT

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VERIZON SITE NAME:

MAHOPAC

---

PROJECT ADDRESS:

161 HILL ST./AIRPORT RD.  
MAHOPAC, NY 10541  
TOWN OF CARMEL

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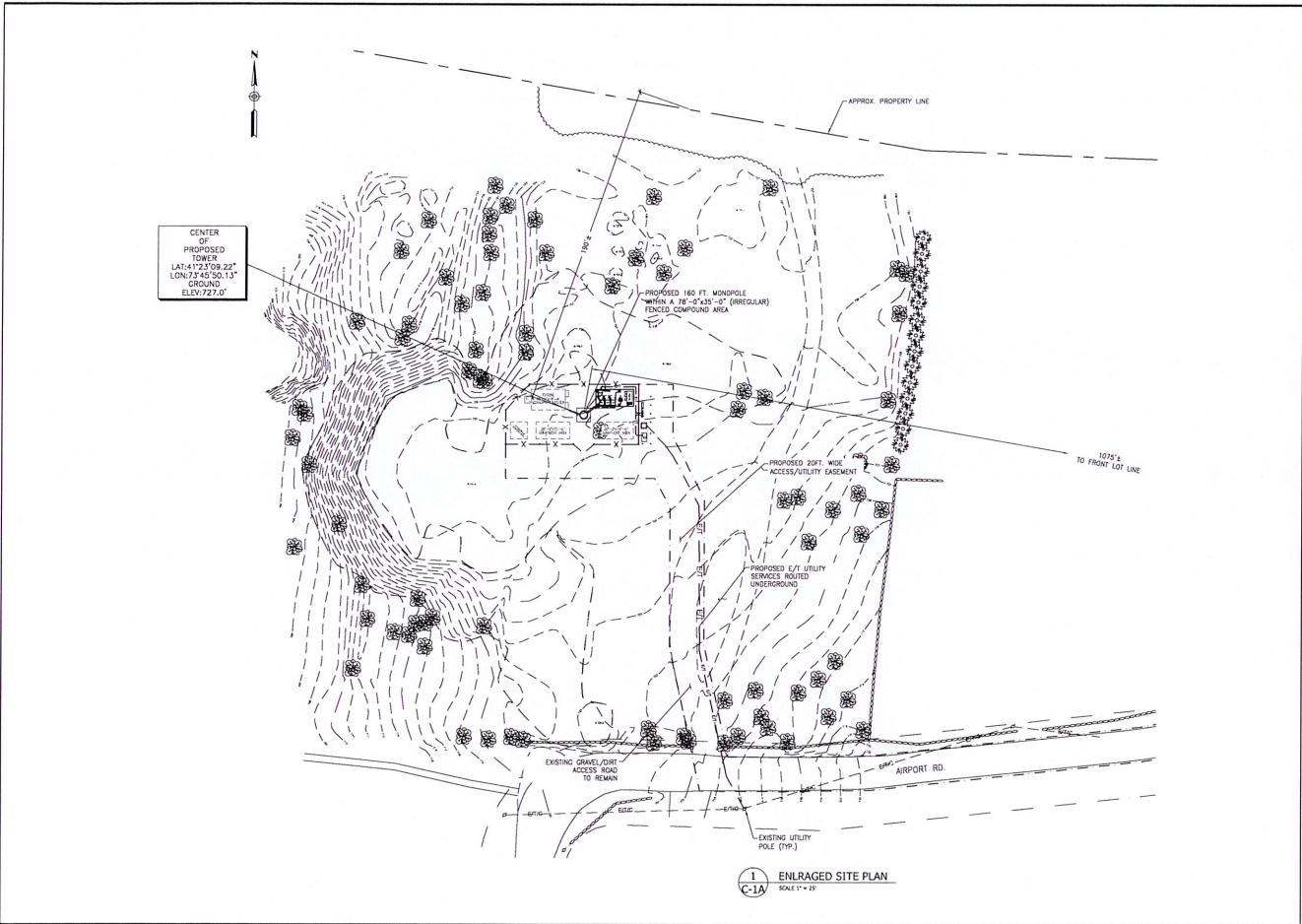
DRAWING TITLE:




SITE PLAN

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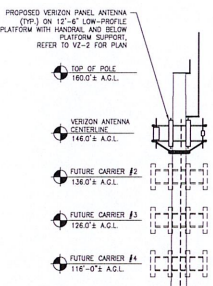
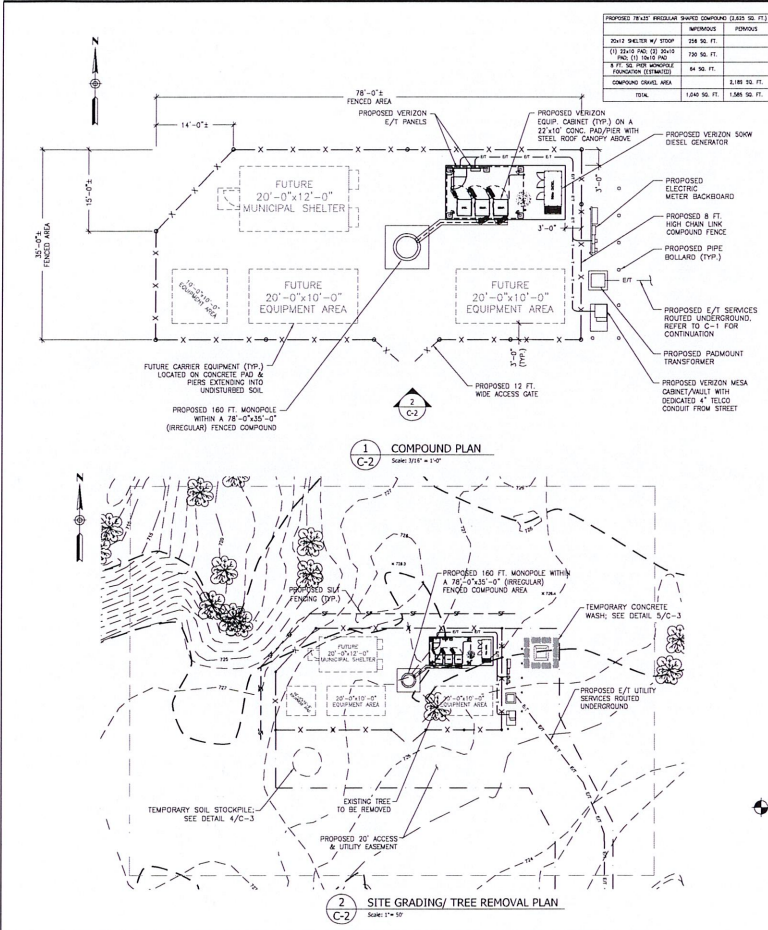
SHEET NUMBER:

C-1



 1 1 1 1 1 1 1 1 1 1 HOMELAND 9 Harmony Street, 2nd Floor Danbury, CT 06810	
NEW YORK SMSA LIMITED PARTNERSHIP d/b/a  4 CENTERROCK ROAD WEST NYACK, NY 10994	
 88 Foundry Pond Road Cold Spring, NY 10516 www.onaireng.com 201-456-4624	
LICENSEE     DAVID WENDLAND, P.E. NY LIC. NO. 07850	
REV. DATE:	SUBMISSIONS:
1 12.07.23	REVIEW SET
DRAWN BY:	CHECKED BY:
MF	DW
TOWNSHIP AND TOWN'S SITE ID: NY187B MAHOPAC AIRPORT	
VERIZON SITE NAME: MAHOPAC	
PROJECT ADDRESS: 161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL	
DRAWING TITLE: ENLARGED SITE PLAN	
SHEET NUMBER: C-1A	

DESCRIPTION	QUANTITY	UNIT
PROPOSED 18" X 12" FIBERGLASS SANDWICH COMPOND (LASH 50, 17')		
MINORWORK		PERMANENT
20x12 SHEET W/ STOP	288	SQ. FT.
(1) 20x12 PAD (2) 20x12 PAD (1) 10x12 PAD	720	SQ. FT.
1.75" DIA. PIPE MONOPOLE (CONDUIT ESTIMATED)	84	SQ. FT.
COMPOND SIGNAL AREA	2,188	SQ. FT.
TOTAL	3,280	SQ. FT.



**HOMELAND**  
1 S. W. 6th St.  
Hartford, CT 06103

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NEW YORK SMSA LIMITED PARTNERSHIP  
4th Fl.  
**verizon**  
4 CENTERROCK ROAD  
WEST NYACK, NY 10994

---

**On Air Engineering, LLC**  
88 Foundry Road  
Cold Spring, NY 10516  
onair@onair.net  
201-456-4824

---

DESIGNED BY: DAVID WOODRUFF, P.E.  
NY LIC# 03393

---

NO.	DATE	SUBMISSIONS
1	12.27.21	REVISION SET

---

DRAWN BY: MF      CHECKED BY: DW

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HOMELAND TOWERS SITE ID: NY187B  
**MAHOPAC AIRPORT**

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VERIZON SITE NAME: MAHOPAC

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PROJECT ADDRESS: 161 HILL ST / AIRPORT RD.  
MAHOPAC, NY 10541  
TOWN OF CARMEL

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DRAWING TITLE: COMPOUND PLAN, SITE GRADING/TREE REMOVAL PLAN & ELEVATION

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PROJECT NUMBER: C-2

**SILT NOTES:**

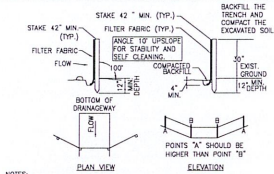
1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE SITE EQUIPMENT AND TOWER AREAS.
4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE. SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
5. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
6. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WITH EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING.
8. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED AND COVERED WITH MULCH.
9. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN ACCORDANCE WITH THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR SEDIMENT AND EROSION CONTROL.
10. ALL RESTORATION ISSUES SHALL BE COMPLETED WITHIN 72 HOURS OF THE COMPLETION OF THE WORK ACTIVITY OR WITHIN A REASONABLE AMOUNT OF TIME AS DIRECTED BY THE CONSTRUCTION MANAGER/ ENGINEER.
11. CARE SHALL BE TAKEN TO RETAIN NATURAL GROWTH AND PREVENT DAMAGE TO TREES, WITHIN AND OUTSIDE THE LIMITS OF CONSTRUCTION AND SPROUTED WORK AREAS CAUSED BY EQUIPMENT AND MATERIALS. ANY DAMAGE TO THIS NATURAL GROWTH SHALL BE RESTORED AT THE EXPENSE OF THE CONTRACTOR.
12. ALL AREAS DISTURBED BY THE CONTRACTOR WITHOUT AUTHORIZATION SHALL BE RESTORED BY THE CONTRACTOR.
13. IN THE EVENT THE CONTRACTOR DAMAGES AN EXISTING UTILITY SERVICE CAUSING AN INTERRUPTION IN SAID SERVICE, HE SHALL IMMEDIATELY COMMENCE WORK TO RESTORE SERVICE AND IS NOT TO CONTINUE HIS WORK OPERATION UNTIL SERVICE IS RESTORED.

**SEEDING SPECIFICATIONS:**

- A. IF GROUND HAS BEEN PREVIOUSLY MULCHED, MULCH MUST BE REMOVED OR ADDITIONAL NITROGEN MUST BE ADDED.
- B. REMOVE ALL SURFACE STONES 2" OR LARGER AS WELL AS ALL DEBRIS SUCH AS WIRE, CABLE, TREE ROOTS, PIECES OF CONCRETE, CLOUDS, CLUMPS, OR OTHER UNSUITABLE MATERIAL.
- C. APPLY FERTILIZER AT 7.5 POUNDS PER 1,000 SQUARE FEET AND LIME AT 200 POUNDS PER 1,000 SQUARE FEET UNLESS SOIL TESTING FOR REQUIREMENTS IS PERFORMED.
- D. NO MOWING IS TO BE UNDERTAKEN UNTIL THE MAJORITY OF THE VEGETATION IS AT LEAST 6" HIGH. MOWING SHOULD CUT THE TOP 1/3 OF VEGETATION. DO NOT UNDER ANY CIRCUMSTANCES CUT VEGETATION BELOW 3".
- E. DO NOT APPLY ANY FORM OF WEED CONTROL UNTIL GRASS HAS BEEN MOWED AT LEAST 4 TIMES.
- F. THESE SEEDING MEASURES ARE NOT TO BE USED ON SLOPES IN EXCESS OF 2:1 GRADING.
- G. PERMANENT SEEDING MEASURES ARE TO BE USED INSTEAD OF TEMPORARY SEEDING MEASURES WHERE WORK IS TO BE SUSPENDED FOR A PERIOD OF TIME LONGER THAN 1 YEAR.
- H. IF THERE IS NO EROSION, BUT SEED SURVIVAL IS LESS THAN 100 PLANTS PER SQUARE FOOT AFTER 4 WEEKS OF GROWTH, RE-SEED AS PLANTING SEASON ALLOWS.
- I. ALL DISTURBED AREAS OUTSIDE THE PAVEMENT AREA SHALL BE LOAMED AND SEEDING IN ACCORDANCE WITH THE SUGGESTED SEEDING MIXTURES TABLE.

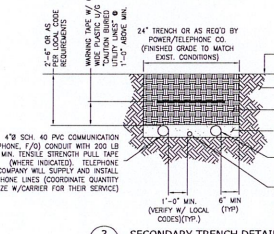
**SILT FENCE SPECIFICATIONS:**

1. FILTERING EFFICIENCY 75 PERCENT (MIN)
2. GRAB TENSILE STRENGTH 100 POUNDS
3. ELONGATION AT FAILURE 15 PERCENT
4. MULLEN BURST STRENGTH SQUARE INCH 250 POUNDS PER
5. PUNCTURE STRENGTH 50 POUNDS
6. APPARENT OPENING SIZE  $\leq 0.075mm$
7. FLOW RATE 0.2 GALLONS PER SQUARE FOOT PER MINUTE
8. PERMITTIVITY 0.05 PER SECOND (MIN)
9. ULTRAVIOLET RADIATION STABILITY 70 PERCENT AFTER 500 HOURS OF EXPOSURE (MIN)
10. STAKES ARE TO BE MADE OUT OF HARDWOOD WITH A MINIMUM CROSS SECTIONAL AREA OF 1.5 SQUARE INCHES OR STEEL PILES WITH A MINIMUM WEIGHT OF 0.5 POUNDS PER LINEAR FOOT.
11. CORN OR PUNCTURED GEOTEXTILES SHALL NOT BE USED. ON SLOPES WHERE SURFACE FLOW FOLLOWS THE SILT FENCE LINE, PERPENDICULAR SILT FENCE CHICKS SHALL BE INSTALLED AT 50 FOOT INTERVALS.
12. LINES OF SILT FENCE SHOULD FOLLOW CONTOUR LINES 5-10 FEET DOWN GRADIENT FROM THE SLOPE. WHERE CONTOUR LINES CAN NOT BE FOLLOWED, PERPENDICULAR WINGS SHOULD BE PLACED AT 50 FOOT INTERVALS.



- NOTES:**
1. MINIMUM LENGTH OF SILT FENCE IS 15 LF.
  2. MAXIMUM POST SPACING IS 10 LF.
  3. JOINTS ONLY AT SUPPORT POST WITH MINIMUM 6" OVERLAP, SECURELY SEALED.
  4. SEDIMENTATION DEPOSITS SHALL BE REMOVED WHEN THEY REACH 1/2 THE HEIGHT OF THE SILT FENCE.
  5. SILT FENCE SHALL NOT BE USED IN A WATER COURSE.
  6. UPON ESTABLISHMENT OF GROUND COVER ON DISTURBED AREAS, AND WHEN DIRECTED BY THE ENGINEER, FENCE WILL BE REMOVED AND ANY SEDIMENTATION WILL BE THINLY SPREAD UPON EXISTING GROUND COVER.

**1 SILT FENCE DETAILS AND CONSTRUCTION**

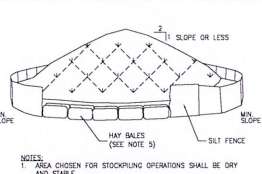


**3 SECONDARY TRENCH DETAIL**



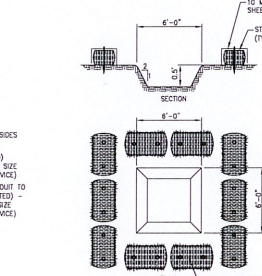
**2 PRIMARY UTILITY TRENCH**

- NOTES:**
1. THE CLEAN FILL SHALL PASS THROUGH A 3/8" MESH SCREEN AND SHALL NOT CONTAIN SHARP STONES. OTHER BACKFILL SHALL NOT CONTAIN BRUSH, ONIONS, SHELLS, FROZEN MATERIAL, LOGS, DEBRIS OR STONES LARGER THAN 2" IN MAXIMUM DIMENSION.
  2. WHERE EXISTING UTILITIES ARE LIKELY TO BE ENCOUNTERED, CONTRACTOR SHALL MARK AND PROTECT EXISTING UTILITIES.
  3. EXISTING PAVEMENT SHALL BE 50M-CUT PRIOR TO TRENCH EXCAVATION.



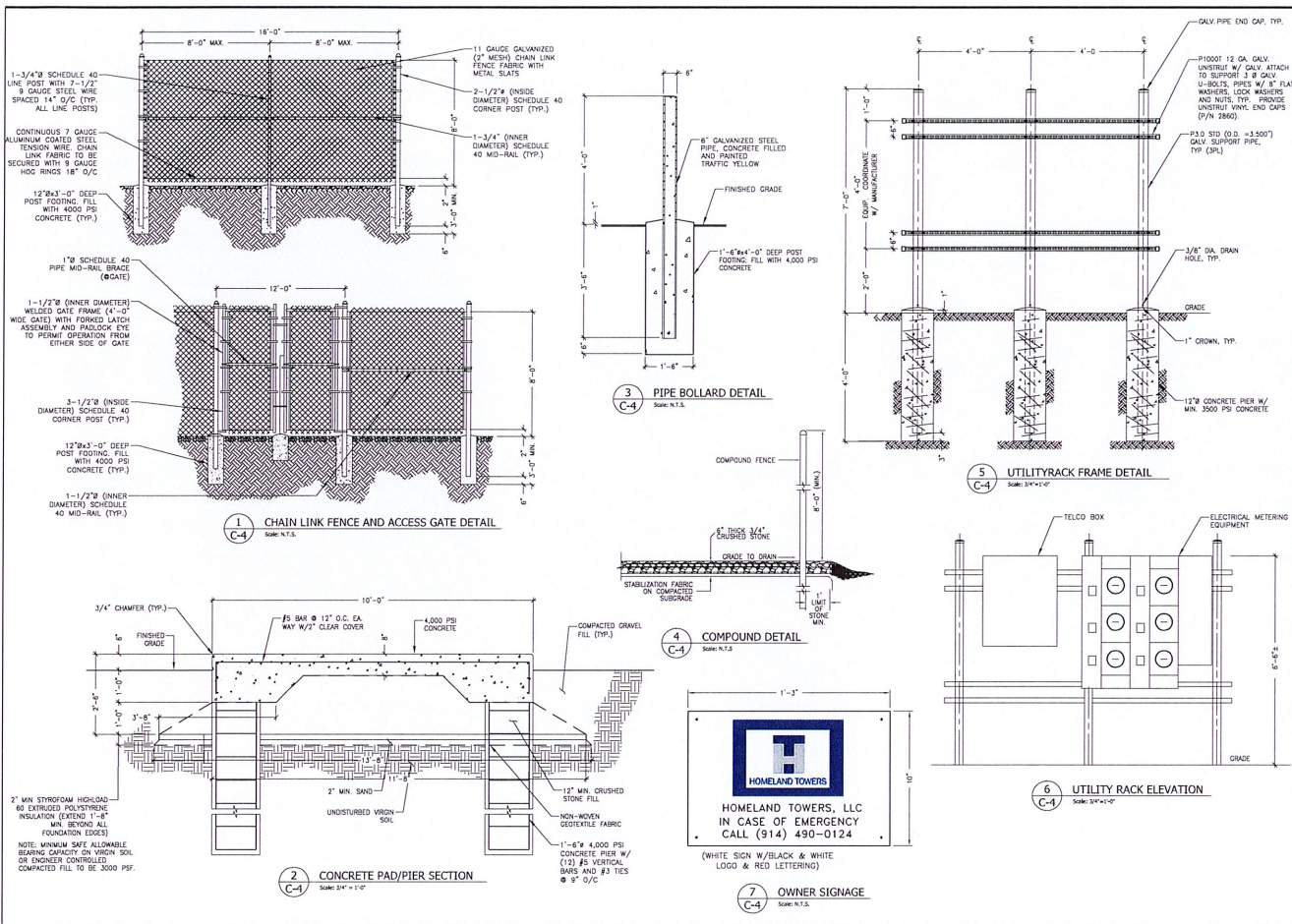
- NOTES:**
1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
  2. MAXIMUM SLOPE OF STOCKPILE SHALL BE 1V:2H.
  3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH SILT FENCING, THEN STABILIZED WITH VEGETATION OR COVERED.
  4. SEE SPECIFICATIONS FOR INSTALLATION OF SILT FENCE.
  5. HAYBALES TO BE USED WHERE STOCKPILES ARE LOCATED ON PAVED AREAS.

**4 TEMPORARY SOIL STOCKPILE DETAIL**



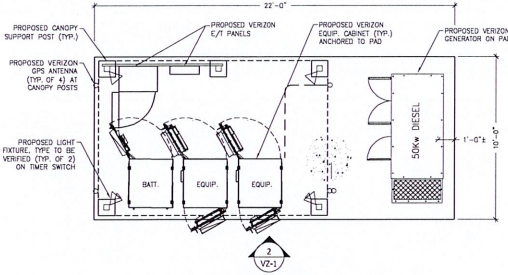
**5 TEMPORARY CONCRETE WASH DETAIL**

<p><b>HOMELAND</b> 1 1 1 1 1 1 1 1 1 1 Homeland Towers, LLC 9 Harmony Street, 2nd Floor Danbury, CT 06810</p>	
<p>NEW YORK SMSA LIMITED PARTNERSHIP</p> <p><b>verizon</b></p> <p>4 CENTERCROCK ROAD WEST YACK, NY 10984</p>	
<p><b>On Air Engineering, LLC</b></p> <p>88 Foundry Road Cold Spring, NY 10516 www.onaire.com 201-456-4624</p>	
<p>DATE: 12/21/21</p> <p>REVISION SET</p>	
<p>NO. DATE SUBMISSIONS</p> <p>1 12/21/21 REVIEW SET</p>	<p>NO. DATE SUBMISSIONS</p>
<p>DESIGNED BY: MF</p> <p>CHECKED BY: DW</p>	<p>PROJECT ADDRESS:</p> <p>161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL</p>
<p>DRAWING TITLE:</p> <p>CIVIL NOTES &amp; DETAILS</p>	<p>PROJECT NUMBER:</p> <p>C-3</p>

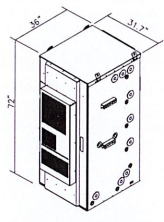


 Homeland Towers, LLC 9 Hamby Street, 2nd Floor Danbury, CT 06810	
NEW YORK SMSA LIMITED PARTNERSHIP 	
<b>On Air Engineering, LLC</b> 88 Foundry Road Cold Spring, NY 10516 onair@onair.net 201-456-4624	
DAVID WEENAK, P.E. NY LIC. NO. 05991	
NO. DATE	SUBMISSIONS
1 12.19.21	REVISION SET
DRAWN BY: MF CHECKED BY: DW	
HOMELAND TOWER SITE ID: NY187B MAHOPAC AIRPORT	
UTILITY RACK NAME: MAHOPAC	
PROJECT ADDRESS: 161 HILL ST/AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL	
DRAWING TITLE: FENCE & MISC. DETAILS	
SHEET NUMBER: <b>C-4</b>	

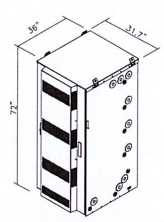




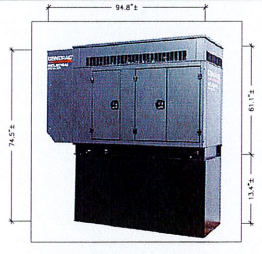
1 EQUIPMENT PLAN  
Scale: 3/8" = 1'-0"



DELTA BATTERY CABINET				
HEIGHT	WIDTH	DEPTH	WEIGHT	
72"	31.7"	36"	2,500 LBS	



DELTA EQUIPMENT CABINET				
HEIGHT	WIDTH	DEPTH	WEIGHT	
72"	31.7"	36"	800 LBS	



GENERAC GENERATOR SPECIFICATIONS				
MODEL #	LENGTH	WIDTH	HEIGHT	WEIGHT
S0050	94.8"	38.0"	74.5"	2,994 LBS

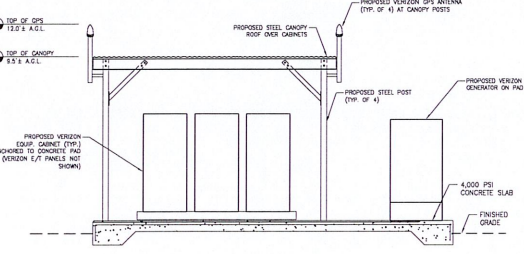
1. DIMENSIONS INCLUDE A 132 GALLON BASE TANK AND LEVEL 2 SOUND ATTENUATED ENCLOSURE.  
2. IMAGE SHOWS LARGER BASE TANK THAN PROPOSED.

8 50KW DIESEL GENERATOR  
Scale: N.T.S.

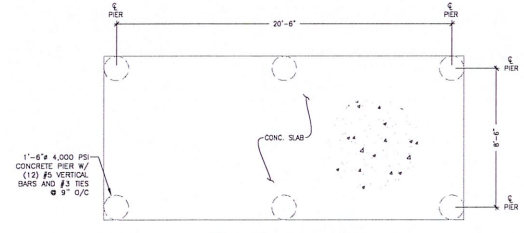
6 BATTERY CABINET  
Scale: N.T.S.

7 EQUIPMENT CABINET  
Scale: N.T.S.

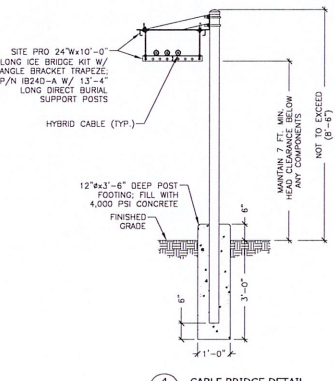
NOTES TO VERIZON EQUIPMENT DETAILS/SPECIFICATIONS:  
1. ANTENNA AND EQUIPMENT ARE SUBJECT TO CHANGE BASED ON AVAILABILITY AT TIME OF CONSTRUCTION.



2 EQUIPMENT ELEVATION  
Scale: 3/8" = 1'-0"



3 VERIZON CONC. PIER PLAN  
Scale: 3/8" = 1'-0"



4 CABLE BRIDGE DETAIL  
Scale: N.T.S.

HOMELAND  
1 0 9 8 8 8

Homeland Towers, LLC  
9 Hanway Street, 2nd Floor  
Danbury, CT 06810

NEW YORK SMSA LIMITED PARTNERSHIP  
c/o  
**verizon**

4 CENTERROCK ROAD  
WEST HYACK, NY 10984

On Air Engineering, LLC

88 Foundry Pond Road  
Cold Spring, NY 10516  
oea@onair.net  
301-456-4624

---

LICENSE/USE

---

DAVID REEFKABEL, P.E.  
NY LIC NO. 07961

---

NO.	DATE	SUBMISSIONS
1	12.17.23	REVISED SET

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DRAWN BY: MF      ENGINEERED BY: DW

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HOMELAND TOWERS SITE #  
NY187B  
MAHOPAC AIRPORT

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VERIZON SITE NAME:  
MAHOPAC

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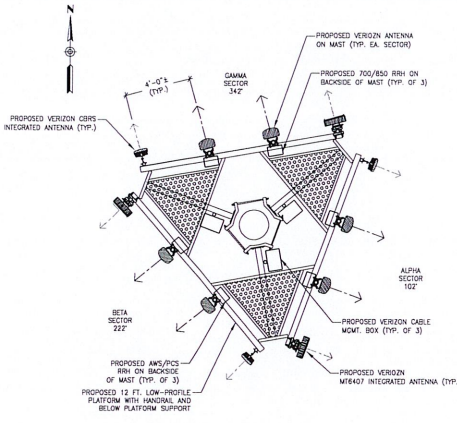
PROJECT ADDRESS:  
161 HILL ST./AIRPORT RD.  
MAHOPAC, NY 10541  
TOWN OF CARMEL

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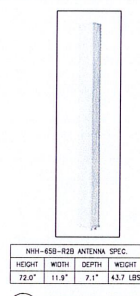
DRAWING TITLE:  
VERIZON EQUIPMENT  
PLAN & DETAILS

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DWG NO. VZ-1

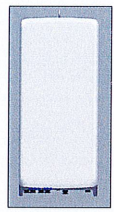


**1 ANTENNA PLAN @ 117 FT. A.G.L.**  
Scale: 3/8" = 1'-0"



NHH-650-112A ANTENNA SPEC.			
HEIGHT	WIDTH	DEPTH	WEIGHT
72.0"	11.9"	7.1"	43.7 LBS

**2 'NHH' ANTENNA SPEC.**  
Scale: N.T.S.



M16407 INTEGRATED ANTENNA SPEC.			
HEIGHT	WIDTH	DEPTH	WEIGHT
35.12"	16.06"	5.5"	79.4 LBS

**3 M16407 ANTENNA SPEC.**  
Scale: N.T.S.



CBRS INTEGRATED ANTENNA SPECIFICATIONS				
COMPONENT	HEIGHT	WIDTH	DEPTH	WEIGHT
ANTENNA	12.3"	8.3"	1.4"	4.4 LBS
RRH	11.8"	8.3"	4.2"	18.7 LBS

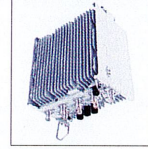
**4 CBRS ANTENNA SPEC.**  
Scale: N.T.S.

NOTES TO VERIZON EQUIPMENT DETAILS/SPECIFICATIONS:  
1. ANTENNAS AND EQUIPMENT ARE SUBJECT TO CHANGE BASED ON AVAILABILITY AT TIME OF CONSTRUCTION.



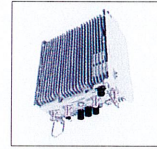
KS-24115L-112A GPS ANTENNA SPEC.			
HEIGHT	WIDTH	DIAMETER	WEIGHT
5"	18.06"	3.12"	0.6 LBS

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



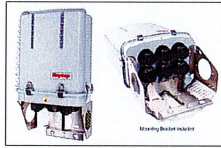
SAMSUNG RRH AWS/PCS GRAN SPECIFICATIONS			
HEIGHT	WIDTH	DIAMETER	WEIGHT
15"	15"	10"	74.7 LBS

**6 RRH DETAIL - AWS/PCS**  
Scale: N.T.S.



SAMSUNG RRH 700/800 GRAN SPECIFICATIONS			
HEIGHT	WIDTH	DIAMETER	WEIGHT
15"	15"	9.1"	70.3 LBS

**7 RRH DETAIL - 700/850**  
Scale: N.T.S.

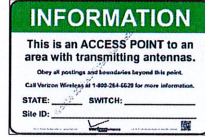


RAYCAP EQUIPMENT SPECIFICATIONS					
MODEL #	HEIGHT	WIDTH	DEPTH	WEIGHT	COLOR
RVZDC-6627-PF-48	29.5"	16.5"	12.4"	32 LBS	LIGHT GREY

**8 CABLE DIST. BOX DETAIL**  
Scale: N.T.S.



**9 CAUTION SIGN**  
Scale: N.T.S.



**10 VERIZON INFORMATION SIGN**  
Scale: N.T.S.

**HOMELAND**  
1 D. W. 8 B. 6  
Homeland Towers, LLC  
9 Harmony Street, 2nd Floor  
Danbury, CT 06810

NEW YORK SMSA LIMITED PARTNERSHIP  
65th  
**verizon**  
4 CENTERROCK ROAD  
WEST NYACK, NY 10994

**On Air Engineering, LLC**  
88 Foundry Post Road  
Cold Spring, NY 10516  
onair@onaireng.com  
201-456-4024

DAVID WEDZEMAIL, P.E.  
NY LIC. NO. 07850

NO. DATE: 3 12.27.21 REVIEW SET

DRAWN BY: MF CHECKED BY: DW

OWNER AND TOWER SITE ID: NY 187B MAHOPAC AIRPORT

VERIZON SITE NAME: MAHOPAC

PROJECT ADDRESS: 161 HILL ST./AIRPORT RD. MAHOPAC, NY 10541 TOWN OF CARMEL

DRAWING TITLE: ANTENNA PLAN & VERIZON EQUIP. SPECS

DRAWING NUMBER: VZ-2

cc: all  
Phys Reso

A P Approval  
#6b.

**Diane Schonfeld**

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**From:** Barbara Barosa  
**Sent:** Monday, April 7, 2025 9:12 AM  
**To:** Diane Schonfeld; Diane Trabulsy  
**Cc:** Thomas Lannon; Andrew Negro; County Executive  
**Subject:** Resolution - Parkland Alienation for Putnam County Golf Course Wireless Telecommunications Tower  
**Attachments:** Parkland Alienation Resolution Golf Course Tower (2) (002).doc; NY187 County Golf Course Ground Lease 082924 Infra CL 161 Hill St w exhib X442025.pdf

Attached please find a proposed Resolution and supporting documentation respectfully requested be placed on the next Physical Services Meeting agenda for the Legislature's review/consideration.

Thank you,  
Barbara



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**Barbara Barosa, AICP**  
Commissioner • Department of Planning, Development & Public Transportation •  
**PHONE | 845.878-3480 • WEBSITE | [PUTNAMCOUNTYNY.COM](http://PUTNAMCOUNTYNY.COM)**  
PUTNAM COUNTY NEW YORK GOVERNMENT  
**"Empowering Putnam County through dedicated service."**

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## RESOLUTION

WHEREAS, the County of Putnam is the owner of the property located at 161 Hill Street, Mahopac, New York a/k/a Town of Carmel TM# 64.14-1-8 a/k/a the Putnam County Golf Course (the "Property"); and

WHEREAS, the Property was previously designated as public parkland; and

WHEREAS, the County desires to use a minor, undeveloped portion of the Property for the installation of a 160 foot cellular tower designed to resemble a tree, with the associated equipment shelter, backup generators and telecommunications equipment; and

WHEREAS, Homeland Towers, LLC (hereinafter "Homeland"), desires to use said portion of the Property to install the support structure and compound area necessary to accommodate the emergency telecommunications coverage needs of various County Emergency Service Departments, in addition to providing the capacity for the collocation of private public utility wireless communications facilities in order to close significant gaps in reliable wireless service that exist in the vicinity of the Property within the County and avoid the proliferation of towers; and

WHEREAS, the County and Homeland desire to enter into a public-private partnership by entering into a lease agreement for the purpose of constructing said 160 foot tower and supporting equipment (the "Facility"), with County emergency service antennas and which shall provide for the collocation of commercial wireless communication facilities including antennas and related equipment on the Facility all of which shall be situated on or within a 2,611 (apx.) square foot lease parcel, as further described in the attached Schedule "A"; and

WHEREAS, it is the intention of the County that the remaining portion of Town of Carmel Tax Map # 64.14-1-8 shall continue to remain public parkland; and

WHEREAS, there are no other feasible alternative sites in the Town of Carmel for the construction of the Facility, now therefore be it

RESOLVED, that the Putnam County Legislature does hereby request the New York State Legislature to prepare and introduce the necessary alienation legislation that would enable the County of Putnam to enter into the aforementioned lease agreement and the construction of the Facility on the portion of Town of Carmel Tax Map # 64.14-1-8 described in the Schedule "A" attached hereto; and, be it further

RESOLVED, that the Putnam County Legislature hereby directs its Clerk to transmit copies of this Resolution to each member of the New York State Legislature that represents any portion of the County of Putnam and to the Speaker of the State of New York Assembly and to the Majority Leader of the New York State Senate.

**Physical Services Meeting  
April 14, 2025  
Item #6b.**

**Approval/ Parkland Alienation – Cell Tower – Town of Carmel TM #64.14-1-8  
a/k/a The Putnam County Golf Course**

**Note: The Referenced Lease Agreement can be found attached to Agenda Item  
#6a.**