Young / Sommer LLC

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November 18, 2019

Via Hand Delivery and E-Mail	Via Hand Delivery and E-Mail
Planning Board	Zoning Board of Appeals
Town of Brunswick	Town of Brunswick
336 Town Office Road	336 Town Office Road
Troy, New York 12180	Troy, New York 12180

RE: Blue Sky Towers III, LLC and Cellco Partnership d/b/a Verizon Wireless Site Plan Review and Special Use Permit and Rosenberg Variance Application Creek Road (Tax Map Nos. 113.00-5-7.1 (tower parcel) and 113.00-5-10.11 (easement parcel))

Ladies and Gentlemen:

This office represents Blue Sky Towers III, LLC and Cellco Partnership d/b/a Verizon Wireless. Blue Sky Towers III, LLC proposes to install and operate a new wireless communications facility and equipment on property located at the above address with Verizon Wireless as the anchor tenant.

Please note that Blue Sky Towers II, LLC recently underwent an entity change and is now known as Blue Sky Towers III, LLC. Accordingly, we are requesting to amend the application to reflect this change and continue the application review under the revised entity name. In addition, AT&T has been added to the plan set.

In connection with this proposed application, we have received an Application Review letter dated June 6, 2019 from Ronald J. LaBerge, P.E. of the LaBerge Group. We write to respond to the comments (restated or summarized) and address them using the numbering from Mr. LaBerge's letter.

Completeness Review

II.a. Proof of the landowner's consent if the applicant will not own the property upon which the proposed facility is to be located.

Response: The redacted Lease for the property with co-applicant Verizon Wireless is attached as **Exhibit A**. The Lease provides authority for the zoning application at paragraph 8. In addition, we have previously submitted application forms signed by the property owner.

- II.b. The Visual Impact Analysis provided is not sealed by a licensed professional engineer, architect, or landscape architect. **Response:** An additional Visual Resource Evaluation has been prepared in accordance with the requests made by the Planning Board and ZBA (see also comments on Prior Application infra). The additional Visual Resource Evaluation has been signed and sealed by a PE as requested and is attached as **Exhibit B**.
- II.c. Description of the applicant's long range plans which project market demand and long-range expansion needs within the Town. **Response:** Rick Andras, RF Engineer for Verizon Wireless has submitted a letter identifying the process by which Verizon Wireless monitors its network and determines the need for additional sites (See **Exhibit C**). In that letter he notes that additional sites are not anticipated in the Town of Brunswick in the next two years.
- II.d. The applicant should document refusals of other land owners approached for this installation.

Response: With respect to this comment, the Boards are referred to Tab 6 of the application package for the full RF Site Selection Analysis ("SSA"). In the SSA, Verizon Wireless evaluated four potential alternative locations as suggested by the Town and also discussed Candidate B, an 83.11 acre parcel off of Menemsha Lane. As to the four alternative candidates suggested by the Town, Locations 2 and 3 were discounted through an RF analysis which demonstrated that adequate coverage could not be achieved from these locations. The owners of Location 1 were contacted and provided e-mail correspondence indicating that there was no interest in leasing. See Exhibit D. Location 4 is owned by the Town of Brunswick and is subject to a conservation easement which prohibits the addition of a tower. See Exhibit E. As to Candidate B (SBL 113-5-28.111), at the time the candidate analysis and site selection was being performed (circa 2014), Candidate B was owned by Robert W. Irwin and A. Randall Bentley. During this time frame they were contacted by e-mail twice and mail once (the letter is mistakenly dated 2013), asking if they were interested in leasing a portion of their property. See **Exhibit F.** In addition, research identified three telephone numbers listed for them and attempts were made to contact the owners via telephone. The Site Acquisition Specialist reports that at that time in 2014 none of the outreach efforts were returned by the owners. Accordingly, focus was placed on the current candidate who had expressed an interest in leasing.

Application Comments

- III.1.a. EAF Revision Section B.g. Government Approvals Coverage under the DEC General Permit for Storm Water is required.
 Response: A revised Full EAF is attached as Exhibit G. The SPDES general permit requirement has been added under the State Agency field.
- III.1.b. EAF Revision Section C.4.a the incorrect school district is listed.**Response:** We have corrected the school district to Brunswick (Brittonkill) Central School District.
- III.1.c. EAF Revision Section G. Verification It is unclear if the signature is the Applicant or Sponsor. If not the form should be resigned by an authorized person representing the applicant or sponsor.
 Response: Peter Roma, a staff engineer at Tectonic Engineering & Surveying Consultants, PC, signed the original and current (revised) EAF. Tectonic is the engineer of record for this design and we are an agent acting on behalf of the applicant.
- III.2. RF Justification and Site Selection Analysis The RF Justification and Site Selection Analysis Report dated May 8, 2019 has been revised to assess other locations that may have provided the required coverage for the Route 2 corridor in the area of concern. The report clearly indicates that the alternative locations are either not available to the applicant due to an unwilling land owner or they do not provide the coverage required. It is our opinion that the analysis substantiates the need for a facility at this location and that the proposed site is the best available.

Response: Comment noted. The Applicants concur.

III.3.a. Visual Resource Evaluation – It is recommended the Visual Impact Evaluation provide visualizations from Sand Cherry Lane since it is a residential community near the project site.

Response: During the balloon fly conducted in conjunction with the visual report, Tectonic viewed the visibility of the balloon throughout the Sandcherry Hill Lane neighborhood. The views to the tower from these locations were essentially identical to Photo 16 in the report taken from near 106 Menemsha Lane. During the recent visual study dated November 18, 2019 additional photos were taken in the Sandcherry Hill Lane neighborhood and pertinent simulations are included in the report. See Exhibit B.

III.4.a. Site plans – Sheet C-2 – Due to the isolated setting it is recommended that transformer and proposed utility backboard be placed inside the fence for security.
 Response: The utility equipment is required to be located outside the fenced compound by the utility company (National Grid). For ease of access, repairs, and maintenance, this equipment cannot be located inside a locked compound to which they do not have access.

III.4.b. Site plans – Sheet L-1 – It is recommended that the spacing of the proposed white pines be increased so that they do not grow into each other and kill off the lower branches. It is suggested that some slower growing denser evergreens such as blue spruce be intermixed in the design to provide low level screening.

Response: The L-1 sheet has been revised to show the proposed trees at 12-foot centerto-center spacing. Blue spruce trees are shown in between white pines as requested. Revised plans are attached as **Exhibit H**. Please note that the revised plans also add AT&T as an official co-applicant. AT&T has committed to deploying at the site. A set of antennas and base station equipment for AT&T have been added to the plans. In addition, the tower is shown with an additional antenna array as Sprint has expressed an interest in the site.

III.5. Storm Water – Since the project will be disturbing over 1 acre of land, a Storm Water Pollution Prevention Plan (SWPPP) and coverage under NYSDEC General Permit No. GP-0-15-002 is required for the project. The required SWPPP has not been submitted as of this date.

Response: Part of the discussions with the Planning Board and Zoning Board regarding this application involve potential alternate tower locations on the parcel. There are two alternate locations under review, one being west of the current proposal at a higher grade elevation which will result in a shorter tower, and another being east of the current proposal at a lower grade elevation which will result in a taller tower. We are of the opinion that the SWPPP should be tabled until one of the three tower locations is selected/approved.

- III.6. State Historic Preservation Office (SHPO) The project requires a review of the State Historic Preservation Office (SHPO). A letter of "No Effect" is required to be submitted as part of the SWPPP. **Response:** Similar to the response above concerning the SWPPP, we are of the opinion that a full NEPA/SHPO study should be tabled until a tower location is selected/approved.
- III.7 Agricultural District The project site is located in an Agricultural District. Per a conversation with Mr. Robert Somers of the NYS Department of Agriculture and Markets there is no approval required by their department for this application.
 Response: Comment noted. The Applicants concur. An Agricultural Data Statement as required by Agriculture and Markets Law § 305-a, is attached as **Exhibit I**.

Prior Application

V.a. The applicant had submitted a previous application for this tower location. If not already provided, the applicant should submit a letter withdrawing the prior application. This is been discussed with an agreed to by the applicant's legal counsel.
 Response: Please accept this letter as formally withdrawing the prior application with an application date of September 9, 2016.

V.b. Prior Application – During prior meetings regarding this project, the Zoning Board of Appeals had requested the applicant to fly a balloon at the project site to the elevation of the top of the proposed monopole so the adjoin[ing] neighbors could determine how the tower would look from their own properties. This was in addition to the visual assessment photos provided as part of the application. The boards may wish to make this same request as part of the new application.

Response: As noted above, the Applicants worked with the Planning Board and the Zoning Board of Appeals to coordinate an additional Visual Resource Evaluation (balloon fly) on notice to the neighboring property owners. The balloon fly took place on October 19, 2019 and the Visual Resource Evaluation Report is attached hereto as Exhibit B.

I look forward to reviewing these responses with the Planning Board and Zoning Board of Appeals.

Thank you for your consideration.

Very truly yours,

David C. Brennan, Esq.

Encl.

CC: Andrew Gilchrist, Esq. (via Fed Ex and e-mail - with encl.) Ronald J. LaBerge, P.E. (via Fed Ex and e-mail - with encl.) Karla Hanna, Blue Sky Towers (via e-mail - with encl.) Sara Colman (via e-mail - with encl.)

EXHIBIT A

OPTION AND LAND LEASE AGREEMENT

This Agreement ("Agreement"), made this _____ day of ______, 20___, between MARY ALICE ZOUKY, an individual, with an address at P.O. Box 490, Wynantskill, New York 12198, hereinafter designated LESSOR and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 275c Menemsha Lane, Town of Brunswick, Rensselaer County, State of New York, as shown on the Tax Map of the Town of Brunswick as a 84.47 acre parcel with Tax Map Number 113.-5-7.1, and as further described in Liber 481 of Deeds at Page 207 as recorded in the Office of the Clerk of Rensselaer County (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, containing 10,000± square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30±) foot wide right-of-way extending from the nearest public right-of-way, from the Land Space to Creek Road through a parcel of property which is now or formerly owned by LESSOR by virtue of a deed dated July 23, 1980 and recorded on July 23, 1980 in Liber 1325 at page 511 and designated as Tax Map Number 113.-5-10.11, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space to Creek Road, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of **Sector 1** to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within sixty (60) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one (1) additional period of twelve (12) months, unless LESSEE gives written notice to LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during

said option period, or during the term of the lease, if the option is exercised, LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto, LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option and Land Lease Agreement which LESSEE may record with the Rensselaer County Clerk's Office. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested, or by commercial courier. LESSEE shall be deemed to have exercised the option, and the following agreement shall take effect, on the date specified in writing by LESSEE in the Notice:

LAND LEASE AGREEMENT

This Agreement ("Agreement"), made this _____ day of ______, 20__, between MARY ALICE ZOUKY, an individual, with an address at P.O. Box 490, Wynantskill, New York 12198, hereinafter designated LESSOR and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of 1. property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 275c Menemsha Lane, Town of Brunswick, Rensselaer County, State of New York, and containing 10,000± square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30±) foot wide right-of-way extending from the nearest public right-of-way, Creek Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Town of Brunswick as an 84.47 acre parcel with Tax Map Number 113.-5-7.1, and is further described in Liber 481 of Deeds at Page 207 as recorded in the Office of the Clerk of Rensselaer County and Tax Map of the Town of Brunswick as a 41.18 acre parcel with Tax Map Number 113.-5-10.11, and is further described in Liber 1325 of Deeds at Page 511 as recorded in the Office of the Clerk of Rensselaer County.

The Parties acknowledge and agree that LESSEE will seek to obtain the necessary Governmental Approvals (as defined in Paragraph 8 of the Agreement) for Option #1 as shown on Exhibit A. In the event that any Federal, State or Local authorities in charge of issuing the necessary Governmental Approvals require as a condition of its approval, the relocation of the communications facility on the Property, the Parties acknowledge and agree that the Premises may be re-located from Option #1 as shown on Exhibit "A" to either alternative location described as Option #2 or Option #3 and that LESSEE does not have to seek the LESSOR's approval to re-locate the Premises to either Option #2 or Option #3. All costs associated with obtaining such approvals shall be the sole responsibility of LESSEE.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE. LESSOR agrees to grant LESSEE, Verizon New York, Inc., or any other local utility or fiber provider the right to install such utilities or fiber in, on, over and/or under the Premises necessary for LESSEE to operate its communications facility (as defined herein).

2. <u>SURVEY</u>. LESSOR also hereby grants to LESSEE the right to survey the Property and/or the Premises, and said survey shall then become Exhibit "B" which shall be attached

hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

The drawing at Exhibit "A" may be replaced by a site plan showing the Premises and the location of LESSEE's improvements thereon, which site plan LESSEE shall submit to LESSOR for LESSOR's written approval prior to LESSEE's commencement of construction, which approval shall not be unreasonably withheld, conditioned or delayed. In the event that LESSOR does not furnish LESSEE with such written approval or its specific reasons for disapproval within fifteen (15) days after the date of submission of the site plan to LESSOR, LESSOR will be deemed to have approved it.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental for each year of the initial term of the paid annually to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective (the "Commencement Date"). However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after the exercise of the option is effective.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the b. "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

LESSEE agrees to furnish and install separate electrical service (inclusive c. of a separate meter) to the site for its intended purpose, provided that such installation is permitted by the local utility company. In the event that the local utility company determines that separate electrical service is not permitted or it is determined by LESSEE that a separate service installation is an impracticable means of service, LESSEE agrees to furnish and install an electrical sub-meter at the Property for the measurement of electrical power used by the LESSEE's installation. LESSOR agrees to allow such installation by LESSEE and upon installation of an electrical sub-meter, LESSOR agrees to be responsible for reading the submeter on a quarterly basis and for providing LESSEE with an invoice which includes a copy of the electric invoice from utility and the sub-meter readings. LESSOR shall send its invoice to LESSEE at Verizon Wireless, Accounts Payable-Cellsites, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or email to: livebills@ecova.com. LESSEE agrees to promptly reimburse LESSOR for such electrical costs which shall not be construed to be rent. The parties agree that LESSEE shall be relieved of its obligation to reimburse LESSOR for electrical usage which has not been properly invoiced and sent to LESSEE at the above address within one (1) year of the initial invoicing from the utility company to the LESSOR.

4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year extension terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. <u>EXTENSION RENTALS</u>. The annual rental for each such five (5) year extension term shall be equal to **EXTENSION RENTALS**. The annual rental for each such five (5) year extension of the annual rental payable with respect to the immediately preceding five (5) year term.

6. <u>ADDITIONAL EXTENSIONS</u>. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for three (3) additional five (5) year terms and one (1) additional term of four (4) years thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Under no circumstances will the term of this Lease, including all renewals, exceed forty-nine (49) years. Annual rental for each such five (5) year additional extension term shall be equal to **Supersent**.

(5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

TAXES. LESSEE shall have the responsibility to pay any personal property, real 7. estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSOR shall provide to LESSEE a copy of any notice or assessment relating to personal property, real estate taxes, assessments, or charges for which LESSEE is responsible within ten (10) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate personal property, real estate taxes, assessments, or charges until LESSEE has received the notice or assessment relating to such payment as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any such notice or assessment within the ten (10) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of personal property, real estate taxes, assessments, or charges referred to in the notice or assessment which was not timely delivered by LESSOR to LESSEE.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSEE.

USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the 8. purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the Right of Way). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit It is understood and agreed that LESSEE's ability to use the attached hereto, during the Term. Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. <u>INDEMNIFICATION</u>. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also

apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies upon request, shall furnish proof of such insurance by providing LESSOR with a Certificate of Insurance.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured on the commercial general liability policy and upon request, shall furnish proof of such insurance by providing LESSEE with a Certificate of Insurance.

11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. <u>ANNUAL TERMINATION</u>. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. <u>INTERFERENCE</u>. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps

necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. <u>REMOVAL AT END OF TERM</u>. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. <u>HOLDOVER</u>. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. <u>RIGHT OF FIRST REFUSAL</u>. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR.

whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. <u>RIGHTS UPON SALE</u>. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transfere shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. <u>TITLE</u>. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. <u>INTEGRATION</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the 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 the 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, in law or in equity.

21. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. <u>ASSIGNMENT</u>. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. <u>NOTICES</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

Mary Alice Zouky 88 Menemsha Lane Wynantskill, NY 12198

LESSEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. <u>SUBORDINATION AND NON-DISTURBANCE</u>. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, and, if required by the Mortgage, as defined below, a written consent, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and

containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. <u>RECORDING</u>. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. <u>DEFAULT</u>.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period

and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. <u>REMEDIES</u>. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the per annum, or (ii) the highest rate date of payment at the greater of (i) permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. <u>ENVIRONMENTAL</u>.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental 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 activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation 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 concerns or conditions as may now or at any time hereafter be in effect, unless such noncompliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. <u>CASUALTY</u>. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement 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 Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement 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 Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement 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 Agreement.

33. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. <u>SURVIVAL</u>. The provisions of the 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 require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

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

36. <u>TEMPORARY EASEMENT</u>. LESSOR hereby grants LESSEE a temporary easement (the "Temporary Easement") to encumber a twenty foot (20') wide portion on each side of LESSEE's thirty (30') wide permanent access and utilities easement over the said parcels, all as shown on Exhibit A hereto (the "Temporary Easement Area"). LESSOR and LESSEE acknowledge and agree that the Temporary Easement shall be for the purpose of clearing any rocks, dirt, brush, trees or other vegetation, grading, excavation, and storing materials (including, without limitation, excavated soil and equipment) in order to allow for the construction and installation of LESSEE's telecommunications facility as described herein. The Temporary Easement granted hereunder shall terminate upon the completion of the construction and installation of LESSEE's telecommunications facility and LESSEE shall return the Temporary Easement Area to as good a condition as is reasonably practicable considering the clearing and grading that is to be performed by LESSEE.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

By: \mathcal{U} Name: Mary Alice Zouky

LESSEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By:

Name: Lynn Ramsey Title: Vice President Field Network

WITNESS

Exhibit "A"

(Sketch of Premises within Property)



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EXHIBIT B

VISUAL RESOURCE EVALUATION

PROPOSED TELECOMMUNICATIONS STRUCTURE

NY-5144 Pinewoods Creek Road Town of Brunswick Rensselaer County New York 12180

Submitted by:



1275 John Street, Suite #100 West Henrietta, NY 14586

AND

Blue Sky Towers III, LLC

352 Park Street, Suite 106 North Reading, Massachusetts 01864

Prepared by:



26 British American Blvd., Suite 101 Latham, New York 12110 518-783-1630 518-783-1544 FAX

November 18, 2019

VISUAL RESOURCE EVALUATION

Tectonic Engineering & Surveying Consultants, P.C., was contracted by Blue Sky Towers III, LLC to analyze the potential visibility associated with a proposed wireless telecommunications structure. The evaluation includes two alternative locations for the structure, at the property described below.

Setting:

The proposed Host Property is located at Creek Road in the Town of Brunswick, Rensselaer County, New York. It is identified as tax map numbers 113.00-5-7.1 and 113.00-5-10.11 and consists of 84.47 acres. The Host Property is utilized in agricultural production (corn) and contains a mixture of corn and treed areas. The surrounding land use is generally characterized as residential and agricultural in nature. Within the study area the topography ranges in elevation from 400' +/- AMSL (Above Mean Sea Level) to 600' +/- AMSL. The predominant forest species on the Host Property and the surrounding area are a mixture of deciduous and coniferous, with an estimated height of 50 to 70 feet. The field study for this visual resource evaluation was conducted in the mid-autumn season with a 50% leaf off condition. The leaf off condition represents a worst case scenario as the visibility of the structure is maximized due to the lack of leaves on existing vegetation.

Methodology:

On Saturday, October 19th, 2019, Tectonic Engineering & Surveying Consultants, P.C., conducted a field investigation for the purpose of evaluating the viewshed associated with the installation of the proposed structure. Conditions were mostly sunny, approximately 25°-35°, with wind speeds of approximately 4-8 mph. The study area consisted of a two (2) mile radius from the project site. The two (2) mile radius is generally consistent with current industry practices. Creating a study area larger than a two (2) mile radius is generally unwarranted. Due to the fact that objects appear smaller the farther they are from the viewer, in this case, the structure would appear very small, if visible at all, from a distance of more than two (2) miles.

The methodology utilized during this field investigation is referred to as a "balloon test." The height of the proposed structure was simulated by floating a four-foot diameter, helium-filled weather balloon at the proposed structure locations. As indicated below, three different locations on the same property were analyzed. The balloons provided reference points for height and location and also provide a known dimension that later aids in the production of scaled photo simulations.

During the balloon test, Tectonic studied the visibility of the proposed structure at three separate locations on the same property. Each of the three locations is identified on the viewshed mapping located in Appendix A. Specifics of each location are as follows:

Option A: 80' structure (approximately 400' northwest of Option B) Orange Balloon – in the photos an orange arrow is sometimes used to highlight the location of the balloon or simulated tower. Coordinates: N 42 43 6.16, W 73 37 13.12 Ground elevation: 596'

Option B: 150' structure (current proposal in zoning drawings) Green Balloon – in the photos an green arrow is sometimes used to highlight the location of the balloon or simulated tower. Coordinates: N 42 43 2.72, W 73 37 10.52 Ground elevation: 559'

Option C: 240' structure (approximately 1100' east of Option B) Red Balloon – in the photos an red arrow is sometimes used to highlight the location of the balloon or simulated tower. Coordinates: N 42 43 1.14, W 73 36 55.35 Ground elevation: 496'

The locations of these options relative to the parcel and the surrounding neighborhood can be seen in the viewshed and photolog maps at the end of this report. As noted above, a colored arrow corresponding to the color of the balloon that was flown (Option A – orange balloon and arrow; Option B – green balloon and arrow; and Option C – red balloon and arrow) is used in the photographs where needed to identify the location of the balloon or simulated tower.

Once the balloons were flown at the respective heights, a review of the relative visibility of each proposed structure was conducted by noting those areas on a USGS 7.5 Minute Series Topographic Quadrangles Map that fall within the study area and marking those points from which, in theory, one might see the structure upon its completion. The terrain represented in the topographic map was then analyzed to determine those areas from which views would be "blocked by topography," and therefore from which one would not see the structure upon its construction.

Tectonic drove the study area to confirm the potential visibility of the structure locations based on the viewshed map. Areas delineated as "blocked by topography" were confirmed by viewing the sites from public roadways within the two (2) mile radius and it was found that the topography only viewshed map first produced was correct and accurate, and that the balloons were in fact not visible from areas indicated to be blocked by topography. During the "in field" review, the participants conducted a second analysis to determine those areas from which views of the structure may be "visible" or "concealed by vegetation." The resulting data from this second analysis was reviewed and referenced on the "Viewshed Map" attached in Appendix A. In each of the three (3) viewshed maps, colors are used to differentiate between areas from which the structure will be visible (Green), concealed by vegetation (Yellow) and areas from which views of

the structure will be blocked by topography (Red). Please note that the maps utilize three colors but the underlying aerial photograph affects the shading of each color. The viewshed analysis and evaluation resulted in the determination that the Option A structure (80 feet AGL) has limited visibility in the immediate vicinity of the structure and points due east. The Option B (150 feet AGL) and C (240 feet AGL) structures have approximately the same visibility relative to each other, with both being much more visible than Option A at varying directions and distances throughout the viewshed.

Photographs were taken from various vantage points (some of which were required by the Planning Board and local residents) within the study area to document the actual view towards the proposed structure, as well as the general character of the viewshed. Each photograph slide in Appendix B and C includes a brief description of the location and orientation from which it was taken. All photo locations are identified in the "Photo Log Maps" included in Appendix B and C.

Process:

Photographs of the weather balloons from the viewpoints noted were taken with a Nikon D5300 24 mega pixel camera using a 55mm focal length lens to mimic the view as observed from the human eye. A series of four (4) foot diameter helium filled balloons were floated to the proposed structure heights. The 4' diameter was checked with the algebraic formula of circumference = pi x diameter where (pi = 3.14) x (diameter = 4') = 12.57' around.

In order to analyze the potential visibility of the proposed structure, Tectonic took photographs of the balloons from locations within the search area for the purpose of preparing simulations of the proposed structure. Photographs for which there is a corresponding simulated view (photographs #1-18, Appendix B) of the proposed structure were produced by first photographing an existing similar type structure, then photographing the view towards the proposed site where the marker balloons were set. The digital images of the balloons and similar structure were then merged and scaled through the use of the image editing software, "Adobe Photoshop CS5." With this process, the structure is scaled to the correct height and width by scaling the similar type structure using measurements from the marker balloon. The similar type structure used has an antenna array that spans twelve feet (12'). By measuring the balloon width of four feet (4'), one can determine the proper width of the antenna array by multiplying the balloon width by three (3).

In addition, it should be noted that the simulated towers each contain three antenna arrays representing a tower with equipment for Verizon Wireless, AT&T and a future carrier, all of whom have expressed an interest and need for a new location in this area of the Town of Brunswick. Both Verizon Wireless and AT&T have committed to deploying at the site and it is expected that a third carrier will commit in the future as well.

Photographs for locations where the structures are not visible (#19-30) are included in Appendix C.

Conclusion:

The Viewshed Analysis Map presents a conservative delineation of the viewshed within the study area, along the public roadways, and inside public parks. Therefore, any area from which any part of the structure may be visible is presented as a "visible area." In actuality, the views from many of these areas will be partially obscured by the mature vegetation and/or only the top of the structure may be visible.

Sincerely,

TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C.

<u>By:</u>

Steven M. Matthews, PE Manager of Engineering



APPENDIX A VIEWSHED MAPS





Pinewoods: Option C - Viewshed Map Creek Road Brunswick, New York 12180 **KEY LOG** 8750.04





Pinewoods: Option A - Viewshed Map Creek Road Brunswick, New York 12180 **KEY LOG** 8750.04





Pinewoods: Option B - Viewshed Map Creek Road Brunswick, New York 12180 **KEY LOG** 8750.04
APPENDIX B

PHOTOLOG LOCATIONS and VISIBLE PHOTOS AND SIMULATIONS





Pinewoods NY-5144 Creek Road Brunswick, NY 12180

Photograph Log 8750.04









Looking northwest from in front of 186 Creek Road. Option C of proposed installation will be partially visible from this location. Distance from the photographic location to the proposed site is 1700' ±





Looking northwest from in front of 186 Creek Road. Option C of proposed installation will be partially visible from this location. Distance from the photographic location to the proposed site is 1700' ±





Looking northeast from 659 Church St. Options B & C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 6900' ± (Option B) and 7500' ± (Option C)





Looking northeast from 659 Church St. Options B & C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 6900' ± (Option B) and 7500' ± (Option C)





Looking northeast from 659 Church St. Options B & C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 6900' ± (Option B) and 7500' ± (Option C)





Looking northeast from 2 Sand Cherry Hill Ln. Option B of proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 1650' ±





Tectonic PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE. Looking northeast from 2 Sand Cherry Hill Ln. Option B of proposed installation will be visible from this location.



Distance from the photographic location to the proposed site is $1650' \pm$



Looking northeast from in front of 7 Sand Cherry Hill Ln. Option C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 2150' ±





Looking northeast from in front of 7 Sand Cherry Hill Ln. Option C of the proposed installation will be visible from this location.



Distance from the photographic location to the proposed site is $2150' \pm$





Looking northeast from the backyard of 10 Sand Cherry Hill Ln. Options A & B of proposed installation will be visible from this location.



8750.04

Distance from the photographic location to the proposed site is $1125' \pm (\text{Option A})$ and $925' \pm (\text{Option B})$



Looking northeast from the backyard of 10 Sand Cherry Hill Ln. Options A & B of proposed installation will be visible from this location.



Distance from the photographic location to the proposed site is $1125' \pm (\text{Option A})$ and $925' \pm (\text{Option B})$



Looking northeast from the backyard of 10 Sand Cherry Hill Ln. Options A & B of proposed installation will be visible from this location.



Distance from the photographic location to the proposed site is $1125' \pm (\text{Option A})$ and $925' \pm (\text{Option B})$





Looking north from in front of 126 Menemsha Ln. Option B of proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 1500' ±







Looking north from in front of 126 Menemsha Ln. Option B of proposed installation will be visible from this location.



Distance from the photographic location to the proposed site is $1500' \pm$











S-7A





S-7B











Looking northwest from intersection of Menemsha Ln. & Creek Rd. Options A & B of proposed installation will be visible from this location.



Distance from the photographic location to the proposed site is $3900' \pm (\text{Option A})$ and $3550' \pm (\text{Option B})$





Looking northwest from intersection of Menemsha Ln. & Creek Rd. Options A & B of proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is $3900' \pm (0ption A)$ and $3550' \pm (0ption B)$





Looking northwest from intersection of Menemsha Ln. & Creek Rd. Options A & B of proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is $3900' \pm (\text{Option A})$ and $3550' \pm (\text{Option B})$





Looking east from in front of 9 & 11 Eagle Ridge Dr. Option A of the proposed installation will be partially visible from this location. Option B of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 650' ± (Option A) and 1000' ± (Option B)







Looking east from in front of 9 & 11 Eagle Ridge Dr. Option A of the proposed installation will be partially visible from this location. Option B of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 650' ± (Option A) and 1000' ± (Option B)







Looking east from in front of 9 & 11 Eagle Ridge Dr. Option A of the proposed installation will be partially visible from this location. Option B of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 650' ± (Option A) and 1000' ± (Option B)







Looking east from in front of 13 & 15 Eagle Ridge Dr. Options A & B of proposed installation will be visible from this location.

P-10

Distance from the photographic location to the proposed site is $650' \pm (\text{Option A})$ and $1000' \pm (\text{Option B})$





Looking east from in front of 13 & 15 Eagle Ridge Dr. Options A & B of proposed installation will be visible from this location.



Distance from the photographic location to the proposed site is $650' \pm (\text{Option A})$ and $1000' \pm (\text{Option B})$



Tectonic PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE. Looking east from in front of 13 & 15 Eagle Ridge Dr. Options A & B of proposed installation will be visible from this location. S-10B

Distance from the photographic location to the proposed site is 650' \pm (Option A) and 1000' \pm (Option B)





Looking east from in front of 4 Golden Eagle Ct. Options A & B of proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 700' ± (Option A) and 1000' ± (Option B)

P-11



Tectonic PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE. Looking east from in front of 4 Golden Eagle Ct. Options A & B of proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 700' ± (Option A) and 1000' ± (Option B)

S-11A





Looking east from in front of 4 Golden Eagle Ct. Options A & B of proposed installation will be visible from this location.



8750.04

Distance from the photographic location to the proposed site is 700' \pm (Option A) and 1000' \pm (Option B)



Looking east from in front of 6 Golden Eagle Ct. Option A of the proposed installation will be partially visible from this location. Distance from the photographic location to the proposed site is 700' ±

P-12



Looking east from in front of 6 Golden Eagle Ct. Option A of the proposed installation will be partially visible from this location. Distance from the photographic location to the proposed site is 700' ±





Looking southeast from the backyard of 44 Colehamer Ave. **Option C of the proposed installation will be visible from this location.** Distance from the photographic location to the proposed site is $1100' \pm$




Looking southeast from the backyard of 44 Colehamer Ave. Option C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 1100' ±

S-13C



Looking southwest from the backyard of 44 Colehamer Ave. Options A and B of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 825' ± (Option A) and 725' ± (Option B)

P-14





Looking southwest from the backyard of 44 Colehamer Ave. Options A and B of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 825' ± (Option A) and 725' ± (Option B)

S-14A



Looking southwest from the backyard of 44 Colehamer Ave. Options A and B of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 825' ± (Option A) and 725' ± (Option B)





Tectonic PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE. Looking southwest from the backyard of 70 Colehamer Ave. Option C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 1250' ±





Looking southwest from the backyard of 70 Colehamer Ave. Option C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 1250' ±





Looking south from in front of 64 Colehamer Ave. Option C of the proposed installation will be partially visible from this location. Distance from the photographic location to the proposed site is 1500' ±

P-16





Looking south from in front of 64 Colehamer Ave. Option C of the proposed installation will be partially visible from this location. Distance from the photographic location to the proposed site is 1500' ±





Looking west from the entrance to Engelke Farms Options B & C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 5450' ± (Option B) and 4400' ± (Option C)

P-17



Tectonic PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE. Looking west from the entrance to Engelke Farms Options B & C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 5450' ± (Option B) and 4400' ± (Option C)





Looking west from the entrance to Engelke Farms Options B & C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 5450' ± (Option B) and 4400' ± (Option C)

Tectonic





Looking west from Creek Rd. at the proposed access road location. Options B & C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 2575' ± (Option B) and 1425' ± (Option C)





Looking west from Creek Rd. at the proposed access road location. Options B & C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 2575' ± (Option B) and 1425' ± (Option C)





Tectonic PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE. Looking west from Creek Rd. at the proposed access road location. Options B & C of the proposed installation will be visible from this location. Distance from the photographic location to the proposed site is 2575' ± (Option B) and 1425' ± (Option C)

APPENDIX C

PHOTOLOG LOCATIONS and NON-VISIBLE PHOTOS







Looking southwest from intersection of Rt. 2 and Creek Rd. Proposed installation will not be visible from this location.

Tectonic

Distance from the photographic location to the proposed site is $6125' \pm$

P-19 8750.04





Looking south from in front of 404 Brunswick Rd (Rt. 2) Proposed installation will not be visible from this location.



Distance from the photographic location to the proposed site is 5000' \pm





Looking southeast from intersection of Troy Country Club Rd. & Brunswick Rd, (Rt. 2). Proposed installation will not be visible from this location.

P-21

Distance from the photographic location to the proposed site is 9000' \pm





Looking east from intersection of Pinewoods Ave & Menemsha Ln. Proposed installation will not be visible from this location.



Distance from the photographic location to the proposed site is 7800' \pm





Looking northeast from 560 Lansing Rd. Proposed installation will not be visible from this location.

P-23

Distance from the photographic location to the proposed site is 5450' \pm





Looking east from Troy Country Club Rd and Pinewoods Ave. Proposed installation will not be visible from this location.



Distance from the photographic location to the proposed site is $3900' \pm$





Looking northeast from in front of 3 & 4 Sand Cherry Hill Ln. Proposed installation will not be visible from this location.



Distance from the photographic location to the proposed site is $1550' \pm$





Looking northeast from in front of 6 Sand Cherry Hill Ln. Proposed installation will not be visible from this location.



Distance from the photographic location to the proposed site is $1475' \pm$





Looking northeast from in front of 9, 11, 12 Sand Cherry Hill Ln. Proposed installation will not be visible from this location.

P-27 8750.04

Distance from the photographic location to the proposed site is 1350' \pm





Looking north from intersection of Creek Rd. and CR 130. Proposed installation will not be visible from this location.

P-28

Distance from the photographic location to the proposed site is 5160' \pm





Looking southeast from intersection of Eagle Ridge Dr. & Pinewoods Ave Proposed installation will not be visible from this location.



Distance from the photographic location to the proposed site is 1650' \pm





Looking south from intersection of Colehamer Ln. & Pinewoods Ave The proposed installation will not be visible from this location. P-30

Distance from the photographic location to the proposed site is 2300' \pm

EXHIBIT C



Network Engineering 225 Jordan Road Troy, New York 12180

November 18, 2019

Planning Board and Zoning Board of Appeals Town of Brunswick 336 Town Office Road Troy, New York 12180

> RE: Blue Sky Towers III, LLC and Cellco Partnership d/b/a Verizon Wireless Site Plan Review and Special Use Permit and Rosenberg Variance Application Creek Road (Tax Map No. 113.00-5-7.1 and 113.00-5-10.11)

Ladies and Gentlemen:

The information contained in this letter is provided in response to the RF-related comment raised in the Application Review letter dated June 6, 2019 from Ronald J. LaBerge, P.E. of the LaBerge Group in connection with the proposed "Pinewoods" wireless facility. This response letter specifically addresses the comment in item number II.c. in the <u>Completeness Review</u> section, which states "Description of the applicant's long range plans which project market demand and long-range expansion needs within the Town."

To address this question, it is important to note that Verizon Wireless engineers monitor network performance and assess areas in need of improved wireless service (both capacity and coverage) on a regular basis. New solutions are planned and developed based on priority and budget, and in general follow a rolling 2-year schedule (meaning new solutions funded and released for RF Engineering and Real Estate to begin working on in 2019 are projected for 2020 or 2021 commercial activation). Since the start-to-finish new site development process typically follows a 2-year cycle, it is very difficult to predict which sites or solutions may be needed more than two years in the future.

At this time there are no plans for additional new wireless facilities in the Town of Brunswick for the foreseeable future. Recognizing that plans, priorities and corporate network performance directives change periodically as dictated by advances in technology and equipment, and keeping in mind that it is nearly impossible to predict how plans may change beyond two years in the future, current priorities and forecasts indicate that no new Verizon Wireless facilities will be developed in Brunswick in the next two years.

Very truly yours,

a.l.

Rick Andras Radio Frequency (RF) Design Engineer Cellco Partnership d/b/a Verizon Wireless

EXHIBIT D

From:	Bill Flanigan
To:	Dave Brennan; Sean Gormley - (seang@blueskytower.com)
Subject:	RE: Verizon Wireless / Blue Sky Towers - Town of Brunswick Property
Date:	Thursday, December 20, 2018 3:37:03 PM

Hi Dave- This serves as confirmation of my voice mail to you earlier today.

The Owner of the Country Club Properties, in the Town of Brunswick appreciates your proposal, yet respectfully declines, and has no interest in considering installation of a telecom tower on the said property.

We wish you all the best in your endeavors.

Best, Bill

Bill Flanigan Development Executive

THE UNITED GROUP

Rensselaer Technology Park 300 Jordan Road | Troy NY 12180

518 - 687-7323 Direct 518 - 687-7300 Main 518 - 729-8385 Cell

Bill.flanigan@ugoc.com

ugoc.com

From: Dave Brennan [mailto:dbrennan@youngsommer.com]
Sent: Tuesday, December 11, 2018 4:37 PM
To: Bill Flanigan; Sean Gormley - (seang@blueskytower.com)
Subject: Verizon Wireless / Blue Sky Towers - Town of Brunswick Property

Bill,

I appreciate your time discussing property owned by Country Club Properties in the Town of Brunswick. I was focusing on parcel 102.-5-18.11.

Verizon Wireless and Blue Sky Towers are exploring whether the property owner would be interested in a long term lease of a portion of the property to support a telecommunications tower. I have attached a tax map that shows the parcel (along with the Troy Country Club and a few related parcels) and a topo map with the required tower location noted. In general, deals such as this consist of:

- A 120' to 150' foot tower.
- A lease of a 100' x 100' parcel of land. In the Town of Brunswick we may need to lease enough space for the fall zone of the tower (300' x 300');
- The lease parcel would have an access and utility easement back to a public

road;

- An access road (gravel or crushed stone) would be installed along with utilities to serve the tower;
- At the proposed height, the tower would likely be a monopole (single cylindrical steal structure). There would be panel antennas at the top with structural capacity for additional collocators. There would be equipment at the ground level typically including radio and communications equipment and a small emergency generator;
- Rent would be \$1,250 per month;
- The lease term is a term of 10 years, with three 10 year extension terms and a final nine year term.

I have also attached Blue Sky's lease template for your review.

Please let me know if you need any additional information to evaluate this.

Thank you, Dave

David C. Brennan, Esq., Managing Member Young / Sommer LLC ATTORNEYS AT LAW office: 518.438.9907 Ext. 224 cell: 518.229.8699 fax: 518.438.9914 dbrennan@youngsommer.com Executive Woods, Five Palisades Drive, Albany, NY 12205 www.youngsommer.com

This e-mail is sent by a law firm and may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

Total Control Panel

To:Removedbrennan@youngsommer.comFrom: bill.flanigan@ugoc.com

You received this message because the sender is on your allow list.

Login

EXHIBIT E



THIS INDENTURE is made on December 29th, 1993 between OPEN SPACE INSTITUTE, INC., a not-for-profit corporation under New York law having its principal place of business at 666 Broadway, 9th Floor, New York, New York 10012 (the "Grantor"), and TOWN OF BRUNSWICK, a political subdivision of the State of New York having its principal place of business at 9 Town Office Road, Troy, New York 12180 (the "Grantee").

WITNESSETH, that the Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee and its successors and assigns all of the Grantor's interest in the certain premises located in the Town of Brunswick, Rensellaer County, New York described in the <u>Exhibit A</u> attached hereto and incorporated herein by reference.

.

This conveyance is made together with all right, title and interest of the Grantor in and to any streets and roads abutting the above described premises to the center lines thereof.

This conveyance is made together with the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, and the heirs or successors and assigns of the Grantee forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the premises have been incumbered in anyway whatever.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of improvement before using any part of the total of the same for-any other purpose.

CEERCS BOOK 1711 PAGE 0251 Service States -- -- County Clork DEC 3 0 1993
IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and the year first above written.

IN PRESENCE OF:

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OPEN SPACE INSTITUTE, INC.

Kanderling By: Robert K. Anderberg Vice President



BODY 1711 PAGE 0252



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

On the <u>29th</u> day of December, 1993, before me personally came <u>Robert K. Anderberg</u>, to me known, who, being by me duly sworn, did depose and say that he resides at 9 Douglass Street, Brooklyn, New York; that he is the Vice President of the Open Space Institute, Inc., the corporation described in and which executed the foregoing instrument; and that he executed the foregoing instrument by order of the board of directors of said corporation.

Notary Public **KENNETH KRASNER** KENNETH KRASN Notary Public, State of New York Notary Public, State of h No. 31-467887: '~ k No. 31-4678879 Qualified in New York County Qualified in New York Commission Expires Commission Expires

Reserve this space for use of Recording Office:

Record and return by mail to: Town of Brynspick 9 Town Office Re Troy, MY.

200x 1711 PAGE 0253



ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in the Town of Brunswick, County of Rensselaer and State of New York, bounded and described as follows, to wit:

BEGINNING at a point in the North Bank of the Poestenkill creek or stream and runs thence

NORTH twenty-nine (29) degrees, fifty (50) minutes east twenty four (24) chains and eighty-three (83) links to the enter of the highway (at two chains fifty-six (56) links on the brown of the hill is a marked white oak tree, and at twenty-four (24) chains, sixty (60) links, there is a stone monument set in the ground on the south side of said Highway); thence along the center of said highway

SOUTH seventy-five (75) degrees, thirty (30) minutes cast, one (1) chain and sixty-four (64) links, thence

SOUTH Fourteen (14) degrees, west two (2) chains and eighty-five (85) links along the present board fence; thence

SOUTH seventy-three (73) degrees and twenty (20) minutes east along said board fence two (2) chains and two (2) links; thence

NORTH twenty-six (26) degrees ten (10) minutes east along the present board fence two (2) chains and sixty-eight (68) links to the center of said highway and thence along the same

SOUTH sixty-five (65) degrees and forty-=five (45) minutes, east twelve (12) chains and fifty-nine links; thence

SOUTH seven (7) degrees and thirty-five (35) minutes easy seven (7) chains and eighty-five (85) links; thence

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SOUTH three (3) degrees east three (3) chains and six (6) links to a stake and heap of stones; thence

SOUTH fifty-nine (59) degrees forty-five (45) minutes west two (2) chains and twenty-five (25) links to a stake and heap of stones; thence

SOUTH twenty-two (22) degrees and fifteen (15) minutes cast three (3) chains and fifty (50) links to the beforementioned Foestenkill creek or stream and thence down the stream thereof as it winds and turns to the place of beginning and containing sixty-eight (68) and forty-two hundredths (42/100) acres including one half of the Poestenkill creek or stream as aforesaid, courses taken as the magnetic needle pointed April 1, 1869. EXCEPTING therefrom a parcel conveyed by Charles W. Rath and Hary C. Rath to New York Power and Light Corporation by deed made December 30, 1947, and recorded in the office of the Rensselaer County Clerk on January 8, 1948, in Book 791 of Deeds at page 149, and together with and subject to the rights granted and reserved in said deed. EXCEPTING therefrom a parcel conveyed by Nicholas Worona to John Michael Hakeem and Anne Harie Hakeem, his wife, by deer dated November 12, 1974, and recorded in Rensselser Cont. Clerk's Office on November 15, 1974, in Book 1266 of Deeda 34 EXCEPTING therefrom a parcel conveyed by the party of the first part to John Nakeem and Anne Marie Hakeem, by deed dated April 18, 1988, and recorded in the Rensselaer County Clerk's Office on April 18, 1988, in Book 1491 of Deeds at page 253.

This conveyance is made subject to any covenants and



THIS CONSERVATION EASEMENT AGREEMENT is made and entered into this 30th day of December, 1993, between the TOWN OF BRUNSWICK, a political subdivision of the State of New York having a principal place of business at 9 Town Office Road, Troy, New York 12180 (hereinafter referred to as the "Grantor"), and the OPEN SPACE INSTITUTE, INC., a not-for-profit corporation under New York law having a principal place of business at 666 Broadway, 9th Floor, New York, New York 10012 (hereinafter referred to as the "Grantee").

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WITNESSETH:

WHEREAS, the Grantor is the owner in fee of approximately 63.08 acres of real property located on McChesney Road in the Town of Brunswick, Rensellaer County, New York and more particularly described in the <u>Exhibit A</u> that is attached hereto and made a part hereof (the "Property");

WHEREAS, the Property consists of open farmland having considerable scenic beauty and open space character, and maintaining the Property's open space, farmland, and scenic beauty, and permitting only appropriate uses compatible with the natural surroundings is important to the conservation of the scenic character, beauty and agricultural importance of the Town of Brunswick and the area in general;

WHEREAS, the conservation of the Property, subject to the terms of this easement, will yield significant benefits to the residents of the Town of Brunswick and the general public by substantially protecting the outstanding scenic and open characteristics and agricultural importance of the Property;

WHEREAS, Grantee is a New York not-for-profit corporation within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Section 170(h) of the Internal Revenue Code, and is qualified to be the grantee of conservation easements;

WHEREAS, the parties desire to conserve the Property by entering into a Conservation Easement Agreement pursuant to the provisions of Article 49, Title 3, of the Conservation Law.

NOW, THEREFORE, in consideration of the foregoing and the

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mutual covenants contained herein, the parties agree as follows:

1.1 <u>Grant of Easement</u>. Grantor grants to Grantee a perpetual conservation easement (the "Conservation Easement") for the benefit of the general public, including the right to view the Property in its scenic state, as that state exists on the date of this grant or as it may exist in the future as a result of natural evolutionary processes and uses consistent with the rights reserved herein by the Grantor and its successors in interest in perpetuity.

1.2 <u>Purpose</u>. The purpose of this Conservation Easement is to conserve the scenic, open, natural, and farmland character of the Property while providing for its compatible use, including limited further development deemed compatible with such character.

1.3 <u>Implementation</u>. This Conservation Easement shall be implemented by limiting and restricting the development, management and use of the Property in accordance with the provisions of this Conservation Easement.

2. <u>Reserved Rights of Grantor</u>. Grantor reserves for itself and its successors in interest with respect to the Property all rights with respect to the Property, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, as owner, subject to the restrictions and covenants set forth in this Conservation Easement. Nothing herein contained shall be construed as a grant to the general public of any right to enter upon any part of the Property.

3. <u>Restrictions Applicable to the Property</u>. The following restrictions apply to the Property.

3.1 Use. The Property shall be used solely for the following purposes: (i) agricultural uses (which term, as used throughout, shall include animal husbandry); (ii) passive educational and recreational uses such as, but not limited to, walking, hiking, cross-country skiing, horseback riding, nature study and the like; and (iii) such other uses as may be permitted by the Grantee in advance in writing.

3.2 <u>Subdivision</u>. The Property may not be subdivided.

3.3 <u>Structures</u>. No permanent or temporary structures or other improvements shall hereafter be placed or maintained on the Property, except as specifically provided below.

3.3.1 Existing Structures. There are no existing structures on the Property.

3.3.2 <u>New Structures or Improvements</u>. No additional structures or improvements may be constructed on the Property

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BOOK 1714 HOL 0084

without the written approval of the Grantee.

Any additional structures or improvements that are permitted on the Property by the Grantee may be maintained, renovated, or replaced; provided that any expansion or renovation of any structure may not substantially alter its character or function or increase its present height, or the land surface it occupies without the prior written approval of the Grantee.

3.4 <u>Cutting and Clearing Trees</u>. No cutting or removing of trees shall be permitted except: (1) to remove those trees and limbs which are fallen, dead, diseased or dangerous; (2) to provide for the construction of structures and other improvements allowed under this Conservation Easement; (3) to maintain views, trails, driveways, parking areas, paths and open space; or (4) subject to the approval of Grantee, to create new open spaces and views, and to expand existing open spaces and views beyond that permitted

3.5 <u>Livestock</u>. Horses, cattle and other domestic livestock may be kept on the Property.

3.6 <u>Mining</u>. No quarry, gravel pit, surface of subsurface mining or drilling, or other mining or drilling activities shall be permitted on or under the Property.

3.7 <u>Chemicals</u>. No pesticide, herbicide or other chemical treatment for land vegetation or animals shall be used unless it is necessary, safe for humans and will not contaminate any source of drinking water.

3.8 <u>Dumping and Storage</u>. No dumping or storage of ashes, non-composted organic waste, sewage, garbage, abandoned vehicles or appliances, or any toxic or offensive material shall be allowed on the Property, except routine containerized storage of garbage and wastes from residential or agricultural use of the Property prior to transport for proper disposal.

3.9 <u>Waterways</u>. No waterways located on or contiguous to the Property shall be in any way diverted, dammed or altered, except with Grantee's prior approval.

3.10 <u>Health and Safety Measures</u>. Notwithstanding any other restriction contained herein, the owner of the Property (or any relevant part thereof) may take such actions with respect to the Property as are necessary to protect the health and safety of the public and the persons using the Property; provided that if any such action is contrary to a restriction contained herein, the action shall be limited to the minimum variation necessary to required under this Conservation. If notice would otherwise be or if the action would otherwise violate any restriction contained

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BOOK 1714 PAGE 0085

herein, notice of the action shall be given to Grantee as soon as practicable, but the required action may be taken whether or not such notice has yet been given.

<u>Additional Covenants and Provisions</u>:

ţ,

4.1 Existing Conditions: Baseline Data Report. By its execution of this Conservation Easement, Grantee acknowledges that Grantor's historical and present uses of the Property are compatible with the purposes of this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) so as to facilitate future monitoring and enforcement of this Easement, a Baseline Data Report, including photographs, describing such condition at the date here-of, has been prepared and subscribed by both parties, and a copy thereof is on file with Grantee.

4.2 Enforcement. Grantee may enforce this Conservation Easement in law or equity, including, without limitation, pursuant to the provisions of Article 49, Title 3, of the Conservation Law, against any or all the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both, or, in the case of a threatened violation. If a violation continues for more than 30 days after notice is given, or at any time if the violation or a threatened violation threatens immediate and irreparable harm, Grantee may seek immediate injunctive relief and shall have the right, but not the obligation, to correct it by direct action as well as by pursing all their available legal remedies, and if a violation is determined to have occurred, the owner shall reimburse Grantee for all expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing the violation. Failure to enforce any restriction or covenant herein shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

4.3 Limits of Owner Liability. Any other provision of this Conservation Easement to the contrary notwithstanding, no owner of the Property or any portion thereof shall have any liability of any kind to Grantee from any damage or change to the Property or any portion thereof caused by any other owner or owners, or (b) any other actions or events beyond her, his or its control.

4.4 <u>Approvals In Writing</u>. Any approval, waiver, variance or other form of consent or permission required or permitted to be given by Grantee under this Conservation Easement shall only be effective if in writing and duly executed on behalf of Grantee.

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4.6 <u>Encumbrance by Conservation Easement</u>. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Conservation Easement, land any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows:

"This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to the Open Space Institute, Inc. by instrument dated December ____, 1993, and recorded in the office of the Clerk of Rensellaer County at Liber ____ of Deeds at Page ___."

1

The failure to include such language in any deed or instrument shall not affect the validity or applicability of this Conservation Easement to such property.

4.7 <u>Taxes and Assessments</u>. Each owner of the Property shall pay all taxes and assessments lawfully assessed against the Property or portion owned by such owner, who shall provide receipted tax bills to Grantee upon request.

4.8 <u>Assignment</u>. This Conservation Easement may be assigned by Grantee, provided, however, that an assignment may be made only to a not-for-profit conservation corporation or otherwise as provided in Article 49, Title 3, of the Conservation Law, and in accordance with Section 5.1 hereof.

4.9 Notices. Any notice required or desired to be given under this Conservation Easement shall be in writing and shall be deemed given when received or three days after mailing by certified or registered mail, return receipt requested, postage prepaid, properly addressed as follows: (a) if to Grantee, at address set forth above; (b) if to Grantor, at the address set forth above; (c) if to any subsequent owner, at the address of the Property. Any party can change the address to which notices are to be sent to him, her, or it by duly giving notice pursuant to this paragraph.

4.10 <u>Severability</u>. Invalidation of any provision of this Conservation Easement by court judgment, order, statute, or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

4.11 <u>Binding Effect</u>. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future owners land any party entitled to possession or use of the Property or any portion thereof while such party is the owner or entitled to possession or uses thereof. As used in this Conservation Easement, the term "owner" includes the owner of any beneficial equity interest in the Property or any portion thereof; the term "Grantor" includes the original Grantor, her, his or their heirs,

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successors and assigns, all future owners of all or any portion of the Property, and any party entitled to possession or use thereof; and the term "Grantee" includes the original Grantee and its successors and assigns. Notwithstanding foregoing, upon any transfer of title, the transferror shall cease being a Grantor or owner for purposes of this Conservation Easement and shall have no further responsibility or liability hereunder for acts done or conditions arising thereafter, but the transferror shall remain liable for earlier acts and conditions.

¢.

4.12 Liability: Indemnification. Grantee has no affirmative obligations relating to the maintenance of the Property. Grantee shall not be responsible for injuries or damage to persons or property in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liabilities it might otherwise have, independently of this Agreement, for wrongfully and directly, without the participation or consent of the owner, causing any dangerous condition to come into existence on the Property. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith in connection with the administration of this Conservation Easement.

5. <u>Qualified Conservation Contribution Covenants:</u>

5.1 <u>Continuity</u>. Grantee agrees that it will assign this Conservation Easement only to an assignee that (a) is a qualified organization as defined in Section 170(h) of the Internal Revenue Code and which (b) agrees to continue to carry out the conservation purposes of this Conservation Easement as defined under Section 170(h) and the regulations thereunder. Any assignee other than a governmental unit must be an entity able to enforce this Conservation Easement, having purposes similar to those of Grantee which encompass those of this Conservation Easement. If the Grantee ever ceases to exist or no longer qualifies under Section 170(h) or applicable state law, a court with jurisdiction shall transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility.

5.2 <u>Notice</u>. Grantor agrees to give Grantee written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement. Grantor further agrees to notify Grantee of any conveyance, lease or transfer of the Property, such notice to be given in writing at least twenty (20) days in advance of such conveyance, lease or transfer.

5.3 <u>Inspection</u>. The Grantee and its duly authorized representatives shall have the right to enter the Property at reasonable times, in a reasonable manner, and where practicable, after giving notice, to inspect for compliance with the terms of

this Conservation Easement.

5.4 Extinguishment. If a subsequent unexpected change in the conditions surrounding the Property make impossible or impractical the continued use of the property for conservation purposes, and if any subsequent sale, exchange or involuntary conversion by the Grantor, unless State law provides that the Grantor is entitled to the full proceeds therefrom without regard to the terms of the conservation restrictions, the Grantee shall be entitled to that portion of the proceeds equal to the proportionate value of the purposes only, Grantor agrees that the donation/conveyance of this Conservation Easement to Grantee gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created at the date hereof bears to the value of the Property as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 176(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property). Grantee agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this Conservation Easement.

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IN WITNESS WHEREOF, the parties have executed this instrument this 30th day of December, 1993.

8

GRANTOR:

TOWN OF BRUNSWICK By: Name: tro Ynaples Title: Superviso-

GRANTEE:

OPEN SPACE INSTITUTE, INC.

H By: Robert K. Anderberg Vice President

Exhibits:

A State of the second se

Exhibit A (Description of Property)



BOOK 1714 PAGE 0090

STATE OF NEW YORK COUNTY OF RENSSELAER) ss.:

On this 30th day of December, Nineteen Hundred and Ninety-Three, before me personally came ROMEO J. NAPLES, to me known, who being by me duly sworn, did depose and say that he resides in 49 Otsego Avenue, Troy, New York; that he is the Supervisor of the Town of Brunswick, the municipal corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Town Board of said Town, and that he signed his named thereto by like order.

)

FREDERICK L FOIVLER Notry Public, State of New York Qualified in Bensselaar County

Notary Public

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 24 day of December, 1993, before me personally came Robert K. Anderberg, to me known, who being duly sworn, did depose and say that he resides at 9 Douglass Street, Brooklyn, New York; that he is the Vice President of the Open Space Institute, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

)) ss.:

unt thean

KENNETH KRASNER Notary Public, State of New York No. 31-4678879 Qualified in New York County 7/23/47 Commission Expires

RECORDED AT A CALL STATE R G AGENCY 228 NORTH DRISKON STREE BOX 431 PEEKSKIL, NY 10556 (914) 739-2700 RETURN BY MAL

Open Afface lastitute 666 Broadway, 9th Hoov new york, n.y. 9 10012

BOOK 1714 MGE 0091

TM 102-2-8.1

EXHIBIT -SCHEDULE A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in the Town of Brunswick, County of Rensselaer and State of New York, bounded and described as follows, to wit: BEGINNING at a point in the North Bank of the Poestenkill

creek or stream and runs thence

NORTH twenty-nine (29) degrees, fifty (50) minutes east twenty four (24) chains and eighty-three (83) links to the center of the highway (at two chains fifty-six (56) links on the brown of the hill is a marked white oak tree, and at twenty-four (24) chains, sixty (60) links, there is a stone monument set in the ground on the south side of said Highway); thence along the center of said highway

SOUTH seventy-five (75) degrees, thirty (one (1) chain and sixty-four (64) links, thence thirty (30) minutes east,

SOUTH fourteen (14) degrees, west two (2) chains and eighty-five (85) links along the present board fence; thence SOUTH seventy-three (73) degrees and twenty (20) minutes

east along said board fence two (2) chains and two (2) links; thence

NORTH twenty-six (26) degrees ten (10) minutes east alour the present board fence two (2) chains and sixty-eight (68) links to the center of said highway and thence along the same SOUTH sixty-five (65) degrees and forty-=five (45) minutes,

east twelve (12) chains and fifty-nine links; thence SOUTH seven (7) degrees and thirty-five (35) minutes cast

seven (7) chains and eighty-five (85) links; thence SOUTH three (3) degrees east three (3) obsins and six (6)

links to a stake and heap of stones; thence SOUTH fifty-nine (59) degrees forty-five (45) minutes west

two (2) chains and twenty-five (25) links to a stake and heap of stones: thence

SOUTH twenty-two (22) degrees and fifteen (15) minutes cast three (3) chains and fifty (50) links to the beforementioned Foestenkill creek or stream and thence down the stream thereof as it winds and turns to the place of beginning and containing sixty-eight (68) and forty-two hundredths (42/100) acres including one half of the Poestenkill creek or stream as aforesaid, courses taken as the magnetic needle pointed April 1, 1869.

EXCEPTING therefrom a parcel conveyed by Charles W. Rath and Hary C. Rath to New York Power and Light Corporation by deed made December 30, 1947, and recorded in the office of the Rensselaer County Clerk on January 8, 1948, in Book 791 of Deeds at page 149, and together with and subject to the rights granted and reserved in said deed.

EXCEPTING therefrom a parcel conveyed by Nicholas Worona to John Hichael Hakeem and Anne Harie Hakeem, his wife, by deer dated November 12, 1974, and recorded in Rensselser Coun-Clerk's Office on November 15, 1974, in Book 1266 of Deeds at page 583

EXCEPTING therefrom a parcel conveyed by the party of the first part to John Hakeem and Anne Marie Hakeem, by deed dated April 18, 1988, and recorded in the Rensselaer County Clerk's Office on April 18, 1988, in Book 1491 of Deeds at page 253. This conveysnoe is made subject to any covenants

EXHIBIT F

Dave Brennan

From:	Sara Colman <imceaexo=first+20organization_ou=first+ 20ADMINISTRATIVE+</imceaexo=first+20organization_ou=first+
	20GROUP_CN=RECIPIENTS_CN=SCOLMAN@namprd10.prod.outlook.com>
Sent:	Thursday, April 17, 2014 2:16 PM
То:	'randallbentley@mail.com'
Subject:	Leasing Land at 269 Menemsha Ln, Wynantskill, NY

Good Afternoon Randi –

My name is Sara Colman and I work as a contractor for Verizon Wireless.

Verizon Wireless is currently looking for property to Lease in the Wynantskill, NY area to place a cell tower. I see from local tax maps that you own a parcel of land in the area off of Menemsha Lane. The tax map number I am referring to is 113-5-28.111, approx. 83 or so acres.

I was wondering if there would be an interest in leasing Verizon Wireless a portion of this property in this area? Verizon would like to lease approx. a 400' x 400' area. Verizon would also need an access road to the 400' x 400' lease area to a local public road. Verizon takes care of all the construction and the costs.

There would be a monthly compensation for the leased area.

If you could please let me know if this would be of interest to you or not, either way, that would be great. My contact information is below.

We can certainly discuss in more detail the proposed project and I can answer any questions you may have.

Thank you for your time, Sara Colman AIROSmith Development 518-461-7114 mobile 518-306-3741 fax



Dave Brennan

From:	Sara Colman <imceaexo=first+20organization_ou=first+ 20ADMINISTRATIVE+ 20GROUP_CN=RECIPIENTS_CN=SCOLMAN@namprd10.prod.outlook.com></imceaexo=first+20organization_ou=first+
Sent:	Thursday, May 01, 2014 2:42 PM
То:	'randallbentley@mail.com'
Subject:	269 Menemsha Ln, Wynantskill - Verizon Wireless

Good Afternoon Randi –

My name is Sara Colman and I work as a contractor for Verizon Wireless.

Verizon Wireless is currently looking for property to Lease in the Wynantskill, NY area to place a cell tower. I see from local tax maps that you own a parcel of land in the area off of Menemsha Lane. The tax map number I am referring to is 113-5-28.111, approx. 83 or so acres.

I was wondering if there would be an interest in leasing Verizon Wireless a portion of this property in this area? Verizon would like to lease approx. a 400' x 400' area. Verizon would also need an access road to the 400' x 400' lease area to a local public road. Verizon takes care of all the construction and the costs.

There would be a monthly compensation for the leased area.

If you could please let me know if this would <u>be of interest to you or not, either way</u>, that would be great. My contact information is below. I sent an email on 4.17.14 as well.

We can certainly discuss in more detail the proposed project and I can answer any questions you may have.

Thank you for your time, Sara Colman AIROSmith Development 518-461-7114 mobile 518-306-3741 fax



February 17th, 2013

Robert Irwin 269 Menemsha Lane Wynantskill, NY 12198

Robert:

My name is Sara Colman and I work as a contractor for Verizon Wireless. Verizon Wireless is currently looking for property to Lease in the Wynantskill, NY area to place a cell tower. I see from local tax maps that you own a parcel of land in the area off of Menemsha Lane. The tax map number I am referring to is 113-5-28.111, approx. 83 or so acres. I was wondering if there would be an interest in leasing Verizon Wireless a portion of this property in this area? Verizon would like to lease approx. a 400' x 400' area. Verizon would also need an access road to the 400' x 400' lease area to a local public road. Verizon takes care of all the construction and the costs. There would be a monthly compensation for the leased area.

If you could please let me know if this would be of interest to you or not, either way, that would be great. My contact information is below.

We can certainly discuss in more detail the proposed project and I can answer any questions you may have.

Sincerely,

Sara Colman AIROSmith Development Site Acquisition Specialist Contractor for Verizon Wireless (518) 461-7114 – Mobile scolman@airosmithdevelopment.com

EXHIBIT G

Full Environmental Assessment Form Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project:

Blue Sky Towers II, LLC & Verizon Wireless - Pinewoods - Unmanned Wireless Communications Facility

Project Location (describe, and attach a general location map):

Creek Road, Brunswick, Rensselaer County, NY 12180

Brief Description of Proposed Action (include purpose or need):

Blue Sky Towers II, LLC & Cellco Partnership, d/b/a Verizon Wireless ("verizon Wireless or the "Applicant") proposes the installation of an unmanned wireless communications facility located on the existing property. Said property being located approximately 0.33 miles north of the intersection of CR-139 (Creek Road) and Menemsha Lane. Access to the proposed facility will originate from CR-139 (Creek Road) utilizing a proposed 12' wide gravel access road.

In general, the installation will consist of the following: a 150' tall monopole (154' including 4' lightning rod), twelve (12) antenna and related equipment to be mounted to the monopole at a center-line height of 146', a 30 kW diesel generator on a 4'x7' concrete pad, a 4x7' concrete pad and a 10' wide H-Frame, and all related coaxial cabling and utility services (power and telephone). All equipment is to be located inside a proposed 75'x75' fenced compound within a 100'x100' lease area.

Name of Applicant/Sponsor:	Telephone: (508) 530-3580		
E-Mail: seang@blueskytower.c		om	
Address: 352 Park Street, Suite 106			
City/PO: North Reading	State: MA	Zip Code: 01864	
Project Contact (if not same as sponsor; give name and title/role):	Telephone: (518) 438-9907 Ext. 224 E-Mail: dbrennan@youngsommer.com		
David C. Brennan, Esq. Managing Member, Young/Sommer LLC			
Address:	·		
Executive Woods, Five Palisades Drive			
City/PO:	State:	Zip Code:	
Albany	NY	12205	
Property Owner (if not same as sponsor):	Telephone: _		
Mary Alice Zouky	E-Mail:		
Address:	·		
275C Menemsha Lane			
City/PO: Brunswick	State: NY	Zip Code: 12180	

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship.	("Funding"	'includes grants,	, loans, tax	k relief, and	any other	forms	of financial
assistance.)							

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date
a. City Counsel, Town Board, □ Yes No or Village Board of Trustees		
b. City, Town or Village ✓Yes □ No Planning Board or Commission	Site Plan Approval & Special Use Permit	TBD
c. City, Town or ZYes □ No Village Zoning Board of Appeals	Use Variance	TBD
d. Other local agencies ☑Yes □ No	Building Permit	твр
e. County agencies	Department of Economic Development & Planning	TBD
f. Regional agencies □ Yes ☑ No		
g. State agencies	NYSDEC SPDES General Permit GP-0-15-002	TBD
h. Federal agencies 🗆 Yes 🖉 No		
i. Coastal Resources. <i>i</i> . Is the project site within a Coastal Area,	or the waterfront area of a Designated Inland W	/aterway? □ Yes ☑No
<i>ii</i> . Is the project site located in a communit <i>iii</i> . Is the project site within a Coastal Erosic	y with an approved Local Waterfront Revitaliza on Hazard Area?	tion Program? □ Yes☑No □ Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.	
 Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	□ Yes Z No
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	⊠ Yes □ No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	□ Yes ⊠ No
 b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) If Yes, identify the plan(s): 	□ Yes ⊠ No
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?If Yes, identify the plan(s):	ℤ Yes □ No
Agricultural and Farmland Protection Plan for Rensselaer County	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	✔ Yes ☐ No
R-25 (Residential), R-40 (Residential), AO (Agricultural Overlay), & A-40 (Agricultural)	
b. Is the use permitted or allowed by a special or conditional use permit? Subject to receipt of a Use Variance	☑ Yes□ No
c. Is a zoning change requested as part of the proposed action?If Yes,<i>i</i>. What is the proposed new zoning for the site?	☐ Yes Ø No
C.4. Existing community services.	
a. In what school district is the project site located? Brunswick (Brittonkill) Central School District	
b. What police or other public protection forces serve the project site?	
Rensselaer County Sheriff's Department (Rensselaer County Jail, 4000 Main Avenue, Troy, NY 12180)	<u>-</u>
c. Which fire protection and emergency medical services serve the project site? <u>Eagle Mills Fire District No 1 (627 Brunswick Road, Troy, NY 12180)</u>	
d. What parks serve the project site? <u>N/A</u>	

D. Project Details

D.1. Proposed and Potential Development	D.1.	. Proposed	and	Potential	Development	
--	------	------------	-----	-----------	-------------	--

a. What is the general nature of the proposed action (e.g., residential, indus components)? Unmanned public utility/personal wireless service facility	trial, commercial, recreational; if mi	xed, include all
b. a. Total acreage of the site of the proposed action?	84.47 acres	
b. Total acreage to be physically disturbed?	2 19 acres	
c. Total acreage (project site and any contiguous properties) owned		
or controlled by the applicant or project sponsor?	2.19 acres	
c. Is the proposed action an expansion of an existing project or use?		☐ Yes No
<i>i</i> . If Yes, what is the approximate percentage of the proposed expansion	and identify the units (e.g., acres, mi	les, housing units,
square feet)? % Units:		
d. Is the proposed action a subdivision, or does it include a subdivision?		□Yes ☑ No
If Yes,		
<i>i</i> . Purpose or type of subdivision? (e.g., residential, industrial, commercial	al; if mixed, specify types)	
·· T 1 · · / · · · · 10		
<i>ii</i> . Is a cluster/conservation layout proposed?		\Box Y es \Box No
<i>III.</i> Number of lots proposed?	Manimum	
<i>tv</i> . Minimum and maximum proposed for sizes? Minimum		
e. Will the proposed action be constructed in multiple phases?		☐ Yes Z No
<i>i</i> . If No, anticipated period of construction:	<u> </u>	
<i>ii.</i> If Yes:		
 Total number of phases anticipated 		
 Anticipated commencement date of phase 1 (including demolitio 	n) month year	
 Anticipated completion date of final phase 	monthyear	
• Generally describe connections or relationships among phases, in determine timing or duration of future phases:	cluding any contingencies where pro	gress of one phase may

					
f. Does the proje	ct include new resid	lential uses?			∐Yes ∐ No
If Yes, show nur	nbers of units propo	sed.	וי יד וידי		
	One Family	Two Family	Three Family	Multiple Family (four or more)	
Initial Phase					
At completion					
of all phases					
g. Does the prop	osed action include	new non-residenti	al construction (inclu	uding expansions)?	⊘ Yes⊡No
If Yes,	0	-			
<i>i</i> . Total number	r of structures	2		· • • • • • • • • • • • • • • • • • • •	
<i>ii</i> . Dimensions	(in feet) of largest p	roposed structure:	<u>154' TWR</u> height;	<u>-</u> width; and <u>-</u> length	
<i>iii</i> . Approximate	extent of building	space to be neated	or cooled:	square reer	
h. Does the prop	osed action include	construction or oth	ner activities that wil	l result in the impoundment of any	Yes No
liquids, such a	is creation of a wate	r supply, reservoir	, pond, lake, waste la	agoon or other storage?	
If Yes,					
<i>i</i> . Purpose of the	e impoundment:				
<i>ii</i> . If a water imp	poundment, the prin	cipal source of the	water:	Ground water Surface water stream	ms Other specify:
	· · 1	<u> </u>	(1.1 *	
<i>iii</i> . If other than	water, identify the ty	ype of impounded/	contained liquids and	d their source.	
in Approximate	size of the propose	d impoundment	Waluma	million collong: surface area	
<i>IV.</i> Approximate	Size of the propose	d Impounding st		million ganons, surface area	acres
V. Difficitsions	of the proposed dam	for the proposed de	ructure:	Ielgin; Ielgin misture (a.g., corth fill, rock, wood, con	anata);
	method/materials	for the proposed a	am or impounding su	ructure (e.g., earm m, rock, wood, con	crete):
D.1. Ducioat Or					
D.2. Project Of	Derations				
a. Does the prop	osed action include	any excavation, m	ining, or dredging, d	uring construction, operations, or both?	∐Yes✔No
(Not including	; general site prepara	ation, grading or ir	stallation of utilities	or foundations where all excavated	
materials will	remain onsite)				
If Yes:					
<i>i</i> . What is the p	urpose of the excava	ation or dredging?			
<i>ii</i> . How much ma	aterial (including ro	ck, earth, sediment	ts, etc.) is proposed t	o be removed from the site?	
Volume	e (specify tons or cu	bic yards):			
Over w	hat duration of time	?			
<i>iii</i> . Describe natu	ire and characteristic	cs of materials to b	be excavated or dred	ged, and plans to use, manage or dispos	e of them.
	· · · ·	·	. 1 1 0		
1 <i>v</i> . Will there be	e onsite dewatering	or processing of ex	xcavated materials?		
It yes, descr	ibe	<u> </u>			
		10			
v. What is the to	otal area to be dredg	ed or excavated?		acres	
vi. What is the n	naximum area to be	worked at any one	e time?	acres	
vii. What would	be the maximum de	pth of excavation	or dredging?	feet	
viii. Will the exc	avation require blas	ting?			∐Yes_No
<i>ix</i> . Summarize si	te reclamation goals	s and plan:			
					<u> </u>
b. Would the pro	posed action cause	or result in alterati	on of, increase or de	crease in size of, or encroachment	Yes√ No
into any exist	ing wetland, waterb	ody, shoreline, bea	ach or adjacent area?		
If Yes:	C	-	-		
<i>i</i> . Identify the v	wetland or waterbod	ly which would be	affected (by name, v	water index number, wetland map numb	er or geographic
description):					

<i>ii.</i> Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in squa	nt of structures, or are feet or acres:
<i>iii.</i> Will the proposed action cause or result in disturbance to bottom sediments? If Yes, describe:	□Yes □No
<i>iv.</i> Will the proposed action cause or result in the destruction or removal of aquatic vegetation?	☐ Yes ☐ No
If Yes:	
 acres of aquatic vegetation proposed to be removed: avpacted acreage of aquatic vegetation remaining after project completion; 	
 purpose of proposed removal (e.g. beach clearing invasive species control boat access); 	·····
proposed method of plant removal:	
• if chemical/herbicide treatment will be used, specify product(s):	
v. Describe any proposed reclamation/mitigation following disturbance:	
a Will the proposed action use or create a new demand for water?	
If Yes:	
<i>i</i> . Total anticipated water usage/demand per day: gallons/day	
<i>ii.</i> Will the proposed action obtain water from an existing public water supply?	□Yes □No
If Yes:	
Name of district or service area:	
• Does the existing public water supply have capacity to serve the proposal?	
• Is the project site in the existing district?	
 Is expansion of the district needed? De existing lines some the mainst site? 	
• Do existing lines serve the project site?	
If Yes.	
Describe extensions or capacity expansions proposed to serve this project:	
• Source(s) of supply for the district:	
<i>iv.</i> Is a new water supply district or service area proposed to be formed to serve the project site? If, Yes:	☐ Yes ☐No
Applicant/sponsor for new district:	
Date application submitted or anticipated:	
Proposed source(s) of supply for new district:	
<i>v</i> . If a public water supply will not be used, describe plans to provide water supply for the project:	
<i>vi</i> . If water supply will be from wells (public or private), what is the maximum pumping capacity:g	gallons/minute.
d. Will the proposed action generate liquid wastes?	☐ Yes ∑ No
If Yes:	
<i>i</i> . Total anticipated liquid waste generation per day: gallons/day	common ants and
approximate volumes or proportions of each):	components and
<i>ui.</i> Will the proposed action use any existing public wastewater treatment facilities? If Yes:	∐ Yes∐No
Name of wastewater treatment plant to be used:	
Name of district:	
 Does the existing wastewater treatment plant have capacity to serve the project? Is the project site in the existing distribut? 	
 Is the project site in the existing district? Is expansion of the district needed? 	$\square Y es \square No$
• Is expansion of the district needed?	

• Do existing sewer lines serve the project site?	□Yes□No
• Will a line extension within an existing district be necessary to serve the project?	□Yes□No
If Yes:	
• Describe extensions or capacity expansions proposed to serve this project:	
<i>iv.</i> Will a new wastewater (sewage) treatment district be formed to serve the project site?	
• Applicant/sponsor for new district	
Date application submitted or anticipated:	<u> </u>
What is the receiving water for the wastewater discharge?	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including speci	fying proposed
receiving water (name and classification if surface discharge or describe subsurface disposal plans):	
vi Deseribe any plans or designs to conture, recycle or reuse liquid waster	· · · · · · · · · · · · · · · · · · ·
<i>W</i> . Describe any plans of designs to capture, recycle of reuse inquid waste.	
e Will the proposed action disturb more than one acre and create stormwater runoff either from new point	Z Ves N o
sources (i.e. ditches pipes swales curbs gutters or other concentrated flows of stormwater) or non-point	
source (i.e. sheet flow) during construction or post construction?	
If Yes:	
<i>i</i> . How much impervious surface will the project create in relation to total size of project parcel?	
Square feet or <u>1.02</u> acres (impervious surface)	
Square feet or <u>84.5</u> acres (parcel size)	
<i>ii</i> . Describe types of new point sources. Gravel access road and fenced compound	
<i>III.</i> where will the stormwater runoii be directed (i.e. on-site stormwater management facility/structures, adjacent pr	operties,
Groundwater, on-site surface water of on-site surface waters):	
	<u></u>
• If to surface waters, identify receiving water bodies or wetlands:	
• Will stormwater runoff flow to adjacent properties?	\square Yes \square No
<i>iv.</i> Does the proposed plan minimize impervious surfaces, use pervious materials of conect and re-use stormwater?	
t. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel	∠ Yes No
combustion, waste incineration, or other processes or operations?	
i Mobile sources during project operations (e.g., heavy equipment fleet or delivery vehicles)	
Construction Equipment	
<i>ii</i> Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)	
N/A	
<i>iii.</i> Stationary sources during operations (e.g., process emissions, large boilers, electric generation)	
Diesel generator	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit,	□Yes 2 No
or Federal Clean Air Act Title IV or Title V Permit?	
If Yes:	
<i>i</i> . Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet	∐Yes□No
ambient air quality standards for all or some parts of the year)	
<i>ii.</i> In addition to emissions as calculated in the application, the project will generate:	
• Tons/year (short tons) of Carbon Dioxide (CO_2)	
•Tons/year (short tons) of Nitrous Oxide (N_2O)	
• Tons/year (short tons) of Pertluorocarbons (PFCs)	
• Ions/year (short tons) of Sulfur Hexafluoride (SF ₆)	
• Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)	
•I ons/year (short tons) of Hazardous Air Pollutants (HAPs)	

h. Will the proposed action generate or emit methane (inclu landfills, composting facilities)?	iding, but not limited to, sewage treatment plants,	∐Yes ∑ No			
 ii. Describe any methane capture, control or elimination me electricity, flaring): 	easures included in project design (e.g., combustion to	generate heat or			
i Will the proposed action result in the release of air pollut	ants from open-air operations or processes such as	TYes 7No			
quarry or landfill operations? If Yes: Describe operations and nature of emissions (e.g., d	iesel exhaust, rock particulates/dust):				
j. Will the proposed action result in a substantial increase in new demand for transportation facilities or services?	n traffic above present levels or generate substantial	∐YesℤNo			
<i>i</i> . When is the peak traffic expected (Check all that apply) Randomly between hours of to <i>ii</i> . For commercial activities only, projected number of tru): Morning Evening Weekend 	ks):			
iii. Parking spaces: Existing	Proposed Net increase/decrease				
<i>iv.</i> Does the proposed action include any shared use parkin <i>v.</i> If the proposed action includes any modification of exit	ng? isting roads, creation of new roads or change in existing	☐Yes☐No g access, describe:			
 <i>vi.</i> Are public/private transportation service(s) or facilities <i>vii</i> Will the proposed action include access to public transport or other alternative fueled vehicles? <i>viii</i> Will the proposed action include plans for pedestrian or 	available within ½ mile of the proposed site? portation or accommodations for use of hybrid, electric	☐Yes☐No ☐Yes☐No			
pedestrian or bicycle routes?					
 k. Will the proposed action (for commercial or industrial pr for energy? If Yes: <i>i</i>. Estimate annual electricity demand during operation of t 	rojects only) generate new or additional demand	⊘ Yes No			
<i>Minimal increase in electrical power usage as necessary to ope</i> <i>ii.</i> Anticipated sources/suppliers of electricity for the project other):	rate the facility. ct (e.g., on-site combustion, on-site renewable, via grid	/local utility, or			
<i>iii.</i> Will the proposed action require a new, or an upgrade, to	o an existing substation?	∐Yes ∑ No			
l. Hours of operation. Answer all items which apply.					
<i>i</i> . During Construction:	ii. During Operations:				
Monday - Friday: 8-5	Monday - Friday: 24 Hrs				
Saturday:	Saturday: 24 Hrs				
• Sunday:	Sunday: 24 Hrs				
Holidays:	Holidays: 24 Hrs				

 m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? If yes: i. Provide details including sources, time of day and duration: During construction, noise associated with the operation of construction equipment, once construction of the proposed facility is 	Yes No
generator will be the only contributing factor to noise levels. <i>ii.</i> Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Describe:	Yes Z No
 n. Will the proposed action have outdoor lighting? If yes: <i>i</i> Describe source(s) location(s) height of fixture(s) direction/aim and proximity to pearest occupied structures: 	☑ Yes □No
One (1) 25W Flood Light to be mounted approximately 8' above grade on the proposed H-Frame, designed to illuminate the area proposed equipment.	a in and around the
<i>ii.</i> Will proposed action remove existing natural barriers that could act as a light barrier or screen? Describe:	☐ Yes Ø No
 o. Does the proposed action have the potential to produce odors for more than one hour per day? If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: 	☐ Yes Ø No
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? If Yes: <i>i.</i> Product(s) to be stored	☐ Yes Ø No
iii. Generally, describe the proposed storage facilities: q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?	Yes ZNo
If Yes: <i>i</i> . Describe proposed treatment(s):	
<i>ii.</i> Will the proposed action use Integrated Pest Management Practices? r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal	☐ Yes ☐No ☐ Yes Ø No
of solid waste (excluding hazardous materials)? If Yes: <i>i</i> . Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: tons per • Operation : tons per <i>ii.</i> Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction:	
• Operation:	
 <i>iii.</i> Proposed disposal methods/facilities for solid waste generated on-site: Construction:	
• Operation:	

s. Does the pro	s. Does the proposed action include construction or modification of a solid waste management facility?				
<i>i.</i> Type of m	If Yes: <i>i</i> . Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposed activities):				
<i>ii</i> . Anticipate	ed rate of disposal/processing:				
•	Tons/month, if transfer or other non-	combustion/thermal treatment	nt, or		
•	Tons/hour, if combustion or thermal	treatment			
<i>iii</i> . If landfill	, anticipated site life:	years			
t. Will the prop	posed action at the site involve the comme	rcial generation, treatment, s	storage, or disposal of hazard	ous 🗌 Yes 🖉 No	
waste?					
i Name(s) o	f all hazardous wastes or constituents to be	generated handled or man	aged at facility.		
<i>i</i> . (value(3) 0	i un nazardous wastes of constituents to ov	generated, nanaled of man			
<i>ii</i> . Generally	describe processes or activities involving l	nazardous wastes or constitu-	ents:		
<i>iii</i> . Specify an	mount to be handled or generated to	ons/month			
iv. Describe a	any proposals for on-site minimization, rec	ycling or reuse of hazardous	s constituents:		
v Will any h	azardous wastes be disposed at an existing	offsite hazardous waste fac	ility?		
If Yes: provide	e name and location of facility:	g offshe hazardous waste fae	inty:		
If No: describe	e proposed management of any hazardous	wastes which will not be sen	t to a hazardous waste facilit	y:	
E. Site and S	etting of Proposed Action				
E.1. Land us	es on and surrounding the project site				
a. Existing lar	d uses.				
<i>i</i> . Check all	uses that occur on, adjoining and near the	project site.			
Urban L	Industrial 🔲 Commercial 🖌 Resid	lential (suburban) \square Rura	al (non-farm)		
<i>ii</i> . If mix of	Forest Agriculture Aquatic Other (specify):				
<i>ii.</i> If mix of uses, generally describe:					
	uses, generally describe:	(spec1fy):			
	uses, generally describe:	(specify):			
b. Land uses a	uses, generally describe: nd covertypes on the project site.	(specify):			
b. Land uses a	uses, generally describe: and covertypes on the project site. Land use or	Current	Acreage After	Change	
b. Land uses a	uses, generally describe: and covertypes on the project site. Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)	
 b. Land uses a Roads, but 	uses, generally describe: and covertypes on the project site. Land use or Covertype aildings, and other paved or impervious	Current Acreage	Acreage After Project Completion	Change (Acres +/-)	
b. Land uses a Roads, bu surfaces	uses, generally describe: and covertypes on the project site. Land use or Covertype hildings, and other paved or impervious	Current Acreage 0.07	Acreage After Project Completion 1.09	Change (Acres +/-) + 1.02	
 b. Land uses a Roads, bu surfaces Forested 	uses, generally describe: and covertypes on the project site. Land use or Covertype hildings, and other paved or impervious	Current Acreage 0.07 20.44	Acreage After Project Completion 1.09 20.44	Change (Acres +/-) + 1.02 +/- 0.00	
 b. Land uses a b. Land uses a Roads, busurfaces Forested Meadows 	uses, generally describe: Ind covertypes on the project site. Land use or Covertype hildings, and other paved or impervious c, grasslands or brushlands (non-	Current Acreage 0.07 20.44 11.34	Acreage After Project Completion 1.09 20.44 11.34	Change (Acres +/-) + 1.02 +/- 0.00 +/- 0.00	
 b. Land uses a b. Land uses a Forested Meadows agricultur Agricultur 	uses, generally describe: and covertypes on the project site. Land use or Covertype uildings, and other paved or impervious s, grasslands or brushlands (non- ral, including abandoned agricultural)	Current Acreage 0.07 20.44 11.34	Acreage After Project Completion 1.09 20.44 11.34	Change (Acres +/-) + 1.02 +/- 0.00 +/- 0.00	
 b. Land uses a b. Land uses a c. Roads, bu surfaces c. Forested c. Meadows agricultur c. Agricultur c. Agricultur 	uses, generally describe: Ind covertypes on the project site. Land use or Covertype hildings, and other paved or impervious s, grasslands or brushlands (non- ral, including abandoned agricultural) ral active orchards, field greenhouse etc.)	Current Acreage 0.07 20.44 11.34 52.69	Acreage After Project Completion 1.09 20.44 11.34 51.52	Change (Acres +/-) + 1.02 +/- 0.00 +/- 0.00 -1.17	
 b. Land uses a b. Land uses a c. Roads, bu surfaces Forested Meadows agricultur Agricultur (includes) Surface w 	uses, generally describe: ind covertypes on the project site. Land use or Covertype ildings, and other paved or impervious , grasslands or brushlands (non- ral, including abandoned agricultural) ral active orchards, field, greenhouse etc.) vater features	Current Acreage 0.07 20.44 11.34 52.69	Acreage After Project Completion 1.09 20.44 11.34 51.52	Change (Acres +/-) + 1.02 +/- 0.00 +/- 0.00 -1.17	
 b. Land uses a b. Land uses a c. Roads, bu surfaces Forested Meadows agricultur Agricultur (includes) Surface w (lakes, po 	uses, generally describe: Ind covertypes on the project site. Land use or Covertype tildings, and other paved or impervious s, grasslands or brushlands (non- al, including abandoned agricultural) ral active orchards, field, greenhouse etc.) //ater features mds, streams, rivers, etc.)	Current Acreage 0.07 20.44 11.34 52.69	Acreage After Project Completion 1.09 20.44 11.34 51.52	Change (Acres +/-) + 1.02 +/- 0.00 +/- 0.00 -1.17	
 b. Land uses a b. Land uses a c. Roads, bu surfaces Forested Meadows agricultur Agricultur (includes) Surface w (lakes, pc) Wetlands 	uses, generally describe: Ind covertypes on the project site. Land use or Covertype hildings, and other paved or impervious g, grasslands or brushlands (non- ral, including abandoned agricultural) ral active orchards, field, greenhouse etc.) vater features nds, streams, rivers, etc.) (freshwater or tidal)	Current Acreage 0.07 20.44 11.34 52.69	Acreage After Project Completion 1.09 20.44 11.34 51.52	Change (Acres +/-) + 1.02 +/- 0.00 +/- 0.00 -1.17	
 b. Land uses a b. Land uses a c. Roads, bu surfaces Forested Meadows agricultur Agricultur (includes) Surface w (lakes, pc) Wetlands Non-vege 	uses, generally describe: Ind covertypes on the project site. Land use or Covertype tildings, and other paved or impervious g, grasslands or brushlands (non- ral, including abandoned agricultural) ral active orchards, field, greenhouse etc.) vater features mds, streams, rivers, etc.) (freshwater or tidal) etated (bare rock, earth or fill)	Current Acreage 0.07 20.44 11.34 52.69	Acreage After Project Completion 1.09 20.44 11.34 51.52	Change (Acres +/-) + 1.02 +/- 0.00 +/- 0.00 -1.17	
 b. Land uses a b. Land uses a surfaces Forested Meadows agricultur Agricultur (includes Surface w (lakes, po Wetlands Non-vege Other 	uses, generally describe: Ind covertypes on the project site. Land use or Covertype ildings, and other paved or impervious s, grasslands or brushlands (non- al, including abandoned agricultural) ral active orchards, field, greenhouse etc.) vater features nds, streams, rivers, etc.) (freshwater or tidal) etated (bare rock, earth or fill)	Current Acreage 0.07 20.44 11.34 52.69	Acreage After Project Completion 1.09 20.44 11.34 51.52	Change (Acres +/-) + 1.02 +/- 0.00 +/- 0.00 -1.17	

c. Is the project site presently used by members of the community for public recreation?<i>i</i>. If Yes: explain:	□Yes☑No
 d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: 	☐ Yes ⁄ No
e. Does the project site contain an existing dam?If Yes:<i>i</i>. Dimensions of the dam and impoundment:	☐ Yes ⁄ No
Dam height:feet Dam length:feet Surface area:acres	
Volume impounded:gallons OR acre-feet ii. Dam's existing hazard classification:	
<i>iii.</i> Provide date and summarize results of last inspection:	
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility.	☐Yes / No lity?
<i>i</i> . Has the facility been formally closed?	□Yes□ No
<i>ii.</i> Describe the location of the project site relative to the boundaries of the solid waste management facility:	
<i>iii</i> . Describe any development constraints due to the prior solid waste activities:	
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes:	∐Yes ∑ No
<i>i</i> . Describe waste(s) handled and waste management activities, including approximate time when activities occurr	ed:
 h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Ves: 	Yes 🖌 No
<i>i.</i> Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:	☐Yes ☐No
□ Yes – Spills Incidents database Provide DEC ID number(s): □ Yes – Environmental Site Remediation database Provide DEC ID number(s): □ Neither database Provide DEC ID number(s):	
<i>ii</i> . If site has been subject of RCRA corrective activities, describe control measures:	
<i>iii.</i> Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s):	□Yes□No
<i>iv.</i> If yes to (i), (ii) or (iii) above, describe current status of site(s):	

v. Is the project site subject to an institutional control limiting property uses?	☐ Yes□No
 If yes, DEC site ID number: Describe the type of institutional control (e.g., deed restriction or easement): 	
 Describe any use limitations: 	· · · · · · · · · · · · · · · · · · ·
Describe any engineering controls:	
 Will the project affect the institutional or engineering controls in place? Explain:	☐ Yes ☐ No
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? feet	
b. Are there bedrock outcroppings on the project site? If Yes, what proportion of the site is comprised of bedrock outcroppings?%	☐ Yes ∑ No
c. Predominant soil type(s) present on project site: Ho - Hoosic gravelly sand loam	<u>60 %</u>
Be - Bermardston gravelly silt loam	$\frac{20}{20}\%$
Bn - Bermardston-Nassau Complex	20_%
d. What is the average depth to the water table on the project site? Average: <u>4.7</u> feet	
e. Drainage status of project site soils: Well Drained:% of site	
☐ Moderately Well Drained:% of site	
1. Approximate proportion of proposed action site with slopes: $\boxed{10-10\%}$: $\underbrace{80\%}{10-15\%}$ of site	
$\boxed{15\% \text{ or greater:}} \qquad \underbrace{\underline{20}}{5\% \text{ or site}}$	
g. Are there any unique geologic features on the project site? If Yes, describe:	☐ Yes √ No
	· · · · · · · · · · · · · · · · · · ·
h. Surface water features.	
<i>i</i> . Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers,	☐Yes √ No
ponds or lakes)?	D Ves N o
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.	
<i>iii.</i> Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal,	✓ Yes □ No
<i>iv.</i> For each identified regulated wetland and waterbody on the project site, provide the following information	:
• Streams: Name Poestenkill Classification <u>C(T)</u>	
Lakes or Ponds: Name Classification Approximate Size	
• Wetland No. (if regulated by DEC)	
<i>v</i> . Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?	☐Yes ∑ No
If yes, name of impaired water body/bodies and basis for listing as impaired:	
i. Is the project site in a designated Floodway?	∐Yes Z No
j. Is the project site in the 100-year Floodplain?	☐Yes ∑ No
k. Is the project site in the 500-year Floodplain?	∐Yes ∠ No
1. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?	Yes No
If Yes: <i>i</i> . Name of aduiter: Principal Aquifer	

m. Identify the predominant wildlife species	s that occupy or use the project site:		
Deer	Squirrels		
Rabbits	Opossums	- Foxes	
Birds	Raccoons	Chipmunks	
n. Does the project site contain a designated	significant natural community?		I Y es VINO
<i>i</i> Describe the habitat/community (compose	sition function and basis for designation	n).	
i. Deserve the habitat community (compos	stion, function, and busis for designatio		<u> </u>
<i>ii.</i> Source(s) of description or evaluation:			
<i>iii</i> . Extent of community/habitat:			
• Currently:		acres	
• Following completion of project as	proposed:	acres	
• Gain or loss (indicate + or -):		acres	
o Does project site contain any species of n	ant or animal that is listed by the federa	l government or NVS as	Ves 7No
endangered or threatened, or does it contain	n any areas identified as habitat for an e	endangered or threatened speci	es?
If Vest		numgerer er unenener spere	•••
<i>i</i> . Species and listing (endangered or threatene	d):		
	·/·		
p. Does the project site contain any species	of plant or animal that is listed by NYS	as rare, or as a species of	☐ Yes ∕ No
special concern?			
If Yes:			
<i>i</i> . Species and listing:			
q. Is the project site or adjoining area current	tly used for hunting, trapping, fishing or	shell fishing?	∐ Yes ∑ No
If yes, give a brief description of how the pro-	posed action may affect that use:		
E.3. Designated Public Resources On or N	Vear Project Site		
a. Is the project site, or any portion of it, loca	ated in a designated agricultural district	certified pursuant to	V Yes No
Agriculture and Markets Law, Article 25-	AA, Section 303 and 304?	1	
If Yes, provide county plus district name/nu	mber: RENS002		
b. Are agricultural lands consisting of highly	productive soils present?		
<i>i</i> If Ves: acreage(s) on project site? 84 47	productive sons present:		
<i>ii.</i> Source(s) of soil rating(s): 2016 New York	Agricultural Classification - Rensselaer		· · · · · · · · · · · · · · · · · · ·
• Deep the project site contain all or next of	on is it substantially continuous to one	acistoned National	
c. Does the project site contain all or part of Natural Landmark?	, or is it substantially contiguous to, a re	egistered National	Y es V No
If Yes.			
<i>i</i> . Nature of the natural landmark:	Biological Community	ological Feature	
<i>ii.</i> Provide brief description of landmark, in	cluding values behind designation and	approximate size/extent:	
	6 6		
d Is the project site leasted in an dear it - 1:-	in a state listed Critical Environmental	1 = 22	
a. is the project site located in or does it adjo	om a state fisted Critical Environmental	Alca!	
<i>i</i> CEA name:			
<i>ii.</i> Basis for designation:			
<i>iii.</i> Designating agency and date:			

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissio Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places. If Yes:	☐ Yes ✔ No oner of the NYS aces?
<i>i.</i> Nature of historic/archaeological resource: Archaeological Site Historic Building or District <i>ii.</i> Name:	
<i>iii</i> . Brief description of attributes on which listing is based:	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	√ Yes □ No
 g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: <i>i</i>. Describe possible resource(s): <i>ii</i>. Basis for identification: 	Yes V No
 h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: <i>i</i>. Identify resource: 	Yes V No
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or etc.):	scenic byway,
<i>iii</i> . Distance between project and resource: miles.	
 Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: 	☐ Yes ⁄ No
<i>i</i> . Identify the name of the river and its designation:	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	□Yes □No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Peter Roma-Agent acting on behalf of applicant Date 6/21/2019

Signature

1. .../

Title Staff Engineer II, E.I.T.

Agency Use Only [If applicable]

Project :

Date :

Full Environmental Assessment Form Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land

Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) If "Yes", answer questions a - j. If "No", move on to Section 2.			YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	Dle		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	Bli		
h. Other impacts:			

2. Impact on Geological Features			
The proposed action may result in the modification or destruction of, or inhib access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) If "Yes", answer questions a - c. If "No", move on to Section 3.	it □NC		YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached:	E2g		
 b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature:	E3c		
c. Other impacts:			
2 Luce of a set Court of a Western			
5. Impacts on Surface water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) If "Yes", answer questions a - l. If "No", move on to Section 4.			YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h		
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b		
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a		
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h		
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h		
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c		
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d		
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e		
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h		
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h		
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d		

1. (Other impacts:			
4.	Impact on groundwater	_	_	
	The proposed action may result in new or additional use of ground water, or			YES

may have the potential to introduce contaminants to ground water or an aquife (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) If "Yes", answer questions a - h. If "No", move on to Section 5.	er.		115
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c		
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source:	D2c		
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c		
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E21		
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h		
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E21		
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c		
h. Other impacts:			

 5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) If "Yes", answer questions a - g. If "No", move on to Section 6. 	□NO		YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i		
b. The proposed action may result in development within a 100 year floodplain.	E2j		
c. The proposed action may result in development within a 500 year floodplain.	E2k		
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e		
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k		
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	Ele		

g. Other impacts:			
 6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) If "Yes", answer questions a - f. If "No", move on to Section 7. 		NO YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
 a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: More than 1000 tons/year of carbon dioxide (CO₂) More than 3.5 tons/year of nitrous oxide (N₂O) More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) More than .045 tons/year of sulfur hexafluoride (SF₆) More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane 	D2g D2g D2g D2g D2g D2g D2h		
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g		
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g		
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g		
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s		
f. Other impacts:			
7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. mq.) [NO] YES If "Yes", answer questions a - i. If "No", move on to Section 8.			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o		
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o		
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p		
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p		
e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c		
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f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source:	E2n		
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m		
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source:	Elb		
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q		
j. Other impacts:			

8. Impact on Agricultural Resources		—	_
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)			YES
If "Yes", answer questions a - h. If "No", move on to Section 9.	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b		
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb		
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b		
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a		
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b		
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d		
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c		
h. Other impacts:			

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) If "Yes", answer questions a - g. If "No", go to Section 10)	YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b		
c. The proposed action may be visible from publicly accessible vantage points:i. Seasonally (e.g., screened by summer foliage, but visible during other seasons)ii. Year round	E3h		
 d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities 	E3h E2q, E1c		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h		
 f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile 	D1a, E1a, D1f, D1g		
g. Other impacts:			
10 Impact on Historic and Archoological Resources			
The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) If "Yes", answer questions a - e. If "No", go to Section 11.			YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
 a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places. 	E3e		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source:	E3g		

d. Other impacts:			
If any of the above (a-d) are answered "Moderate to large impact may e. occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f		
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b		
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3		
 11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes" answer questions a - e If "No" go to Section 12		D [YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p		
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q		
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q		
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c		
e. Other impacts:			
12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes" answer questions a - c. If "No" go to Section 13		о 🗌	YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d		
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d		
c. Other impacts:			

13. Impact on Transportation The proposed action may result in a change to existing transportation systems (See Part 1. D.2.j) If "Vas" answer questions a f If "No" go to Section 14	s. 🗌 No		YES
If Tes, answer questions a - j. If No , go to section 14.	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j		
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j		
c. The proposed action will degrade existing transit access.	D2j		
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j		
e. The proposed action may alter the present pattern of movement of people or goods.	D2j		
f. Other impacts:			
14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>) []	YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k		
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k		
c. The proposed action may utilize more than 2 500 MWhrs per year of electricity	Dal		
e. The proposed action may during more than 2,500 withins per year of electricity.	D2k		
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D2k D1g		
 d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed. e. Other Impacts:	D2k D1g		
 d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed. e. Other Impacts:	D1g		
 c. The proposed action may utilize more than 2,500 Mixins per year of electricity. d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed. e. Other Impacts:	D2k D1g ting. DNC		YES
 d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed. e. Other Impacts:	D2k D1g ting. NC Relevant Part I Question(s)	No, or small impact may occur	YES Moderate to large impact may occur
 d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed. e. Other Impacts:	D2k D1g ting. NC Relevant Part I Question(s) D2m	No, or small impact may occur	YES Moderate to large impact may occur
 d. The proposed action may unitze more main 2,500 kit with sper year of electricity. d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed. e. Other Impacts:	D2k D1g ting. NC Relevant Part I Question(s) D2m D2m, E1d	No, or small impact may occur	YES Moderate to large impact may occur

d. The proposed action may result in light shining onto adjoining properties.	D2n	
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	
f. Other impacts:		

16. Impact on Human Health The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. an If "Yes", answer questions a - m. If "No", go to Section 17.	nd h.)		YES
	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	Eld		
b. The site of the proposed action is currently undergoing remediation.	Elg, Elh		
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	Elg, Elh		
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	Elg, Elh		
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	Elg, Elh		
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t		
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f		
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f		
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s		
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	Elf, Elg Elh		
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	Elf, Elg		
1. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r		
m. Other impacts:			

17. Consistency with Community Plans			
The proposed action is not consistent with adopted land use plans.	NO	ΓY	YES
(See Part 1. C.1, C.2. and C.3.)			
If "Yes", answer questions a - h. If "No", go to Section 18.			
	Relevant	No, or small	Moderate to large
	Ouestion(s)	impact	impact mav
	C (-)	may occur	occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b		
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2		
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3		
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2		
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, Elb		
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j		
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a		
h. Other:			
18. Consistency with Community Character			
The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3)	NO	Ŋ	YES
If "Yes", answer questions a - g. If "No", proceed to Part 3.			1
	Relevant	No, or	Moderate
	Question(s)	impact may occur	impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g		
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4		
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a		
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3		
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3		
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3		

g. Other impacts:

PRINT FULL FORM

Project : Date :

Full Environmental Assessment Form Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

	Determination of	Significance - '	Type 1 and Ur	listed Actions
SEQR Status:	Type 1	Unlisted		
Identify portions of EAF	completed for this Project	: Part 1	Part 2	Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
and considering both the magnitude and importance of each identified potential impact, it is the conclusion of theas lead agency that:
A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.
B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:
There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).
C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.
Name of Action:
Name of Lead Agency:
Name of Responsible Officer in Lead Agency:
Title of Responsible Officer:
Signature of Responsible Officer in Lead Agency: Date:
Signature of Preparer (if different from Responsible Officer) Date:
For Further Information:
Contact Person:
Address:
Telephone Number:
E-mail:
For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:
Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of) Other involved agencies (if any) Applicant (if any) Environmental Notice Bulletin: <u>http://www.dec.ny.gov/enb/enb.html</u>

EXHIBIT H

Blue Sky Towers III, LLC

SITE NAME: PINEWOODS NY-5144

SITE Stephenne A. Brown, PharmD Petticoat Lr IMAD Jewelry a VICINITY MAP

DIRECTIONS

DIRECTIONS TO SITE:

FROM NORTH READING, MA,

MERGE ONTO I-93 N AND FOLLOW FOR 8.0± MILES. TAKE EXIT 44B TO MERGE ONTO 1-495 S AND FOLLOW FOR 32.2± MILES. TAKE EXIT 25B TO MERGE ONTO I-290 W AND FOLLOW FOR 19.8± MILES. TAKE EXIT 7 TO MERGE ONTO I-90 W AND FOLLOW FOR 91.2± MILES. TAKE EXIT B3 FOR TO TURN RIGHT ONTO NY-22 N AND FOLLOW FOR 7.7± MILES. TURN LEFT ONTO HWY-20 W AND FOLLOW FOR 6.6± MILES. SLIGHT RIGHT ONTO NY-66 N AND FOLLOW FOR 7.5± MILES. SLIGHT LET ONTO NY-43 W/NY-66 N AND FOLLOW FOR 8.5± MILES. TURN RIGHT ONTO NY-355 E AND FOLLOW FOR 1.1± MILES. TURN LEFT ONTO SPRING AVE AND FOLLOW FOR 1.2± MILES. TURN RIGHT ONTO CREEK RD AND FOLLOW FOR 1.0± MILE. THE SITE WILL BE ON THE LEFT.

SITE ADDRESS:	CREEK RD BRUNSWICK, N
MUNICIPALITY:	TOWN OF BRU
COUNTY:	RENSSELAER
TAX MAP NUMBER:	113.00-5-7.1 113.00-5-10.1
ZONING DISTRICT:	R-40, RESIDEI R-25, RESIDEI A0, AGRICULTU A-40, AGRICU
STRUCTURE COORDINATES:	N 42° 43' 01.5 W 73° 37' 10.5
GROUND ELEVATION:	542.7'± AMSL
PROPERTY OWNER:	MARY ALICE Z 275C MENEMS BRUNSWICK, N
APPLICANT:	BLUE SKY TOV 352 PARK STF NORTH READIN
CONTACT PERSON:	KARLA HANNA
CONTACT PHONE:	(978) 291–65
TENANT:	VERIZON WIREL 1275 JOHN ST WEST HENRIET

PROJECT SUMMARY

DESCRIPTION PROJECT THE PROPOSED WORK CONSISTS OF INSTALLING CELLULAR ANTENNA AND RELATED EQUIPMENT ON A PROPOSED MONOPOLE AND THE INSTALLATION OF AN EQUIPMENT CONCRETE PAD WITHIN A PROPOSED FENCED COMPOUND. PROJECT INCLUDES CONSTRUCTION OF A PROPOSED GRAVEL ACCESS DRIVE AND POWER & FIBER UTILITIES.





SITE NAME: PINEWOODS

RE PROJECT NUMBER: 20181802366 LOCATION CODE: 287677

Y 12180 **NSWICK**

NTIAL/ NTIAL / URAL OVERLAY/ JLTURAL

53" 51"

ZOUKY SHA LN VY 12180 WERS III, LLC

REET, SUITE 106 NG, MA 01864

515

LESS

REET, SUITE 100 FTA, NY 14586

SHT. NO.	DESCRIPTION	REV NO	REVISION DATE
T-1	TITLE SHEET	8	11/18/19
AD-1	ADJOINERS PLAN	8	11/18/19
AD-2	ADJOINERS LIST	8	11/18/19
SB-1	SETBACK PLAN	8	11/18/19
C-1	OVERALL SITE PLAN	8	11/18/19
C-2	SITE DETAIL PLAN	8	11/18/19
C-3	ELEVATION	8	11/18/19
C-4	ANTENNA MOUNTING DETAILS	8	11/18/19
C-5	SITE DETAILS	8	11/18/19
C-6	SITE DETAILS	8	11/18/19
C-7	EQUIPMENT ELEVATIONS	8	11/18/19
C-8	FOUNDATION PLAN & DETAILS	8	11/18/19
C-9	PIER DETAILS	8	11/18/19
C-10	AT&T PLATFORM DETAILS	8	11/18/19
L-1	LANDSCAPE PLAN & DETAIL	8	11/18/19
E-1	UTILITY DIAGRAMS & DETAILS	8	11/18/19
E-2	UTILITY BACKBOARD DETAIL	8	11/18/19
E-3	GROUNDING PLAN	8	11/18/19
E-4	GROUNDING RISER DIAGRAM	8	11/18/19
E-5	GROUNDING DETAILS	8	11/18/19
SHE	ET INDEX		
THIS S	SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTI	ON DOC	UMENTS

UNTIL ALL TIEMS OF CONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS HAS BEEN REVISED AND ISSUED "FOR CONSTRUCTION".

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Dig Safely. New York
UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION
CALL US TOLL FREE 1-800-962-7962
NY industrial code rule 753 requires no less than two working days notice, but not more than ten days notice.
DIG SAFELY – NEW YORK
DO NOT SCALE DRAWINGS
THESE DRAWINGS ARE FORMATTED FOR 22"x34" FULL SIZE AND 11"x17" HALF SIZE. OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

Blue Sky Towers III, LLC
352 PARK ST, SUITE 106 NORTH READING, MA 01864
VERIZON 1275 JOHN STREET, SUITE 100 WEST HENRIETTA, NY 14586
Tectonic Engineering & Surveying Consultants P.C. 70 Pleasant Hill Road Phone: (845) 534-5959 No. Box 37 (800) 829-6531 Nountainville, NY 10953 www.tectonicengineering.com Project Contact Info 36 British American Blvd. Suite 101 Latham, NY 12110 Phone: (518) 783-1630 WORK ORDER NUMBER DRAWN BY 8750.04 TLS
NO. DATE ISSUE
56/21/19PER COMMENTS67/30/19UPDATED ADJOINER PLAN
7 10/9/19 AT&T EQUIPMENT ADDED
8 11/18/19 ADD FUTURE CARRIER RELEASED BY DATE
UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7200
SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES. 0 1 2 3 ORIGINAL SIZE IN INCHES
BLUE SKY SITE INFORMATION PINEWOODS NY-5144 VERIZON WIRELESS SITE INFORMATION PINEWOODS RE PN: 20181802366
LC: 287677
CREEK RD TOWN OF BRUNSWICK RENSSELAER COUNTY NY 12180 SHEET TITLE
TITLE SHEET
SHEET NUMBER
T-1







ID	SBL	OWNER	ADDRESS
1	102.00-5-1.141	TOZZI BARBARA J	510 PINEWOODS AVE TROY, NY 12180
2	102.00-6-10	MACALUSO, ANNE D & WILLIAM G	5 VALLEY VIEW BLVD RENSSELAER, NY 12144
3	102.00-6-11	ER LAND DEVELOPMENT CORP	63 DEVITT RD WATERFORD, NY 12188
4	102.00-6-12	EAMES, STEPHEN G & MARIE A	15 EAGLE RIDGE DR TROY, NY 12180
5	102.00-6-13	EAMES, STEPHEN G & MARIE A	15 EAGLE RIDGE DR TROY, NY 12180
6	102.00-6-14	PATERNIANI, DAVID & MADELINE T	13 EAGLE RIDGE DR TROY, NY 12180
7	102.00-6-15	MCDONALD, LISA M & TODD J	11 EAGLE RIDGE DR TROY, NY 12180
8	102.00-6-16	MAGEE, JAMES H & BARBARA	9 EAGLE RIDGE DR TROY, NY 12180
9	102.00-6-17	BARBUTO, ANTHONY T & MARGARET H	2 GOLDEN EAGLE CT TROY, NY 12180
10	102.00-6-18	MAGEE, JAMES H & BARBARA	4 GOLDEN EAGLE CT BRUNSWICK, NY 12180
11	102.00-6-19	KARATNYCKY, ADRIAN P & LISA	6 GOLDEN EAGLE CT BRUNSWICK, NY 12180
12	102.00-6-20	GRAHAM, JOHN C & DAWN M	8 GOLDEN EAGLE CT BRUNSWICK, NY 12180
13	102.00-6-21	ER LAND DEVELOPMENT CORP	63 DEVITT RD WATERFORD, NY 12188
14	102.00-6-22	PELOV, CHRISTOPHER & MARY	9 GOLDEN EAGLE CT TROY, NY 12180
15	102.00-6-23	DUNBAR, MARTIN C & SARAH R	1 GOLDEN EAGLE COURT TROY, NY 12180
16	102 00-6-24	SPEICH, JEREMY H &	3 GOLDEN EAGLE CT
10	102.00 0 24	BRINKMAN, MICHELE L	TROY, NY 12180
17	102.00-6-25	ER LAND DEVELOPMENT CORP	63 DEVITT RD WATERFORD, NY 12188
18	102.00-6-8	BROWN, CHRISTOPHER H & MEGAN B	8 EAGLE RIDGE DR TROY, NY 12180
19	102.00-6-9	ER LAND DEVELOPMENT CORP	63 DEVITT RD WATERFORD, NY 12188
20	102.04-11-33	BURKE, JOSEPH J & MARY J	48 COLEHAMER AVE TROY, NY 12180
21	102.04-12-8.11	SINGLETON, MICHAEL J & MICHELE D	40 COLEHAMER AVE TROY, NY 12180
22	102.04-12-8.13	ARAM, WILLIAM J & PATRICIA K	11 CHECKERBERRY LN TROY, NY 12180
23	102.04-12-9	ARAM, WILLIAM J & PATRICIA K	11 CHECKERBERRY LN TROY, NY 12180
24	113.00-5-10.11	ZOUKY, MARY A	CREEK RD BRUNSWICK, NY 12180

ID	SBL	OWNER	ADDRESS
25	113.00-5-10.12	NOVAK, JOHN W JR.	193 CREEK RD BRUNSWICK, NY 12180
26	113.00-5-10.13	GILCHRIST, TIMOTHY J & KATHLEEN M	186 CREEK RD BRUNSWICK, NY 12180
27	113.00-5-11	DOUGHNEY, EDWARD D	46 MENEMSHA LN BRUNSWICK, NY 12180
28	113.00-5-13.11	ORECKI, JR JOHN W & PETER M	41 RUTLEDGE LN WYNANTSKILL, NY 12198
29	113.00-5-13.12	ORECKI, PETER M & MARY J	81 MENEMSHA LN WYNANTSKILL, NY 12198
30	113.00-5-13.2	WENDELL, ROBERT C & JEANNINE L	57 MENEMSHA LN WYNANTSKILL, NY 12198
31	113.00-5-14.1	PURCELL, RICHARD A & JANE B	93 MENEMSHA LN WYNANTSKILL, NY 12198
32	113.00-5-14.2	ROGERS DANIEL	91 MENEMSHA LN WYNANTSKILL, NY 12198
33	113.00-5-15	PURCELL, RICHARD A & JANE B	93 MENEMSHA LN WYNANTSKILL, NY 12198
34	113.00-5-16	DURIVAGE FAMILY IRVC TRUST & DURIVAGE, REBECCA M	103 MENEMSHA LN WYNANTSKILL, NY 12198
35	113.00-5-17	MCGUIRK, MICHAEL L & DIANE W	95 MENEMSHA LN WYNANTSKILL, NY 12198
36	113.00-5-18.1	DURIVAGE, ELIZABETH T	107 MENESHMA LN WYNANTSKILL, NY 12198
37	113.00-5-18.2	MAMMEN, ROBERT P & ELAINE E	105 MENEMSHA LN WYNANTSKILL, NY 12198
38	113.00-5-20.112	WARD, ROBERT F & LINDA G	3 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
39	113.00-5-20.113	JR 1ST PARTY SUPL & JOHNSON III - TRUSTEE ROBERT	5 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
40	113.00-5-20.114	DEVINE, GRANT M & ALICIA M	7 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
41	113.00-5-20.115	MIKLIC, MICHAEL F & TRISHA E	9 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
42	113.00-5-20.116	ANTOLICK, GREGORY C & LORI P	11 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
43	113.00-5-20.117	GABRIEL, LEO & TUCKER, DOUGLAR	12 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
44	113.00-5-20.118	OBRIEN, CHRISTOPHER M	10 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
45	113.00-5-20.119	HAYATI, ABDUL A & NILOFAR	8 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
46	113.00-5-20.12	DEANGELIS, JOHN G & NANCY J	119 MENEMSHA LN WYNANTSKILL, NY 12198
47	113.00-5-20.120	MEEKS, JASON & ALEXIS	6 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
48	113.00-5-20.121	CHANGA, DAWN M & GUY A	4 SANDCHERRY HILL LN WYNANTSKILL, NY 12198

ID	SBL	OWNER	ADDRESS
49	113.00-5-20.123	DAWSON, RONALD F III	120 MENEMSHA LN WYNANTSKILL, NY 12198
50	113.00-5-20.124	ASHE, ROBERT B	484 TAMRAC RD TROY, NY 12180
51	113.00-5-20.16	BOVENZI, CHRISTOPHER A & KARI, WIDG	121 MENEMSHA LN WYNANTSKILL, NY 12198
52	113.00-5-28.111	IRWIN, ROBERT W & BENTLEY, RANDAL A	269 MENEMSHA LN WYNANTSKILL, NY 12198
53	113.00-5-5	FERRARA RVC LIVING TRUST & FERRARA, ELYSA P	96 MENEMSHA LN WYNANTSKILL, NY 12198
54	113.00-5-6	BARR, JEFFREY M	26 HAVEN LN COHOES, NY 12047
55	113.00-5-7.1	ZOUKY, MARY ALICE	275C MENEMSHA LN WYNANTSKILL, NY 12198
56	113.00-5-7.2	ZOUKY, MARY ALICE	88 MENEMSHA LN WYNANTSKILL, NY 12198
57	113.00-5-8.11	COLLINS, JOHN A	21 RUSSELL ST READFIELD, ME, 04355
58	113.00-5-8.2	WINCKLER JAMES A	50 COLEHAMER AVE TROY, NY 12180
59	113.00-5-9.11	RELYEA, RICKY A & CHRISTINE M	229 CREEK RD WYNANTSKILL, NY 12180
60	113.00-5-9.121	LONDON, ERIC N & RUSSO BARBARA	52 COLEHAMER AVE BRUNSWICK, NY 12180
61	113.00-5-9.122	TRISCARI, THOMAS & CONCETTA L	64 COLEHAMMER AVE TROY, NY 12180
62	113.00-5-9.13	DUGGAN, ALEXANDER F & ALEXANDRA M	70 COLEHAMER AV TROY, NY 12180
63	113.00-6-12	HILLIE, HENRY H	82 CREEK RD WYNANTSKILL, NY 12198
64	114.00-1-1.1	ENGELKE, IRVC TRUST ROSE	188 SPACKENKILL RD POUGHKEEPSIE, NY 12603
65	102.00-6-6	OLIVER, BRIAN L & ANDREA K	4 EAGLE RIDGE RD TROY, NY 12180
66	102.00-6-7	ER LAND DEVELOPMENT CORP	63 DEVITT RD WATERFORD, NY 12188
67	113.00-5-20.141	BALDWIN, DEBORAH J & REILLY, JEFFREY P	151 MENEMSHA LN WYNANTSKILL, NY 12198
68	113.00-5-20.111	BERGMANN, KEITH C & KELLY E	1 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
69	113.00-5-20.112	WARD, ROBERT F & LINDA G	3 SANDCHERRY HILL LN WYNANTSKILL, NY 12198
70	113.00-5-20.2	WARE, KEVIN A & SHELLIE A	155 MENEMSHA LN WYNANTSKILL, NY 129198
71	R.O.W.	NIAGRA MOHAWK POWER CORPORATION	235 OAKWOOD AVE TROY, NY 12182







Blue Sky Towers III, LLC 352 park st, suite 106
NORTH READING, MA 01864
VERIZON 1275 JOHN STREET, SUITE 100 WEST HENRIETTA, NY 14586
Technic Engineering & Surveying Consultants P.C. 70 Pleasant Hill Road Phone: (845) 534-5959 P.O. Box 37 Phone: (845) 534-5959 Mountainville, NY 10953 www.tectonicengineering.com Project Contact Info Birtish American Blvd. Suite 101 Phone: (518) 783-1630 WORK ORDER NUMBER DRAWN BY 8750.04 TI S
NO. DATE ISSUE 5 6/21/19 PER COMMENTS 6 7/30/19 UPDATED ADJOINER PLAN 7 10/9/19 AT&T EQUIPMENT ADDED 8 11/18/19 ADD FUTURE CARRIER
RELEASED BY DATE
SUNTE OF NEW LOOD SUNTE OF NEW LOOD * Contraction of the second
UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES.
BLUE SKY SITE INFORMATION PINEWOODS NY-5144 VERIZON WIRELESS SITE INFORMATION PINEWOODS RE PN: 20181802366
LC: 287677 SITE ADDRESS CREEK RD TOWN OF BRUNSWICK RENSSELAER COUNTY NY 12180
SHEET TITLE SETBACK PLAN
SHEET NUMBER





	Blue Sky Towers III, LLC
PROPOSED TRANSFORMER	NORTH READING, MA 01864
PROPOSED UTILITY BACKBOARD	1275 JOHN STREET, SUITE 100 WEST HENRIETTA, NY 14586 Tectonic Engineering & Surveying Consultants P.C. 70 Pleasant Hill Road Phone: (845) 534–5959 P.O. Box 37 Mountainville, NY 10953 Project Contact Info 36 British American Blvd.
WIRELESS U/G POWER & FIBER CONDUITS PROPOSED VERIZON WIRELESS EQUIPMENT CABINET ON 4'x7' CONCRETE PAD PROPOSED VERIZON	Suite 101 Latham, NY 12110 Phone: (518) 783–1630 WORK ORDER NUMBER DRAWN BY 8750.04 TLS NO. DATE ISSUE 5 6/21/19 PER COMMENTS 6 7/30/19 UPDATED ADJOINER PLAN 7 10/9/19 AT&T EQUIPMENT ADDED 8 11/18/19 ADD FUTURE CARRIER
ROPOSED VERIZON WIRELESS INTEGRATED LOAD CENTER R ROPOSED VERIZON WIRELESS TELCO BOX	RELEASED BY DATE
-+- PROPOSED VERIZON * WIRELESS H-FRAME \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
S N PROPOSED BLUE SKY 100'x100' LEASE AREA	COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES. 0 1 2 3 ORIGINAL SIZE IN INCHES BILLE SKY SITE INFORMATION
<pre> PROPOSED AT&T PROPOSED AT&T U/G POWER & FIBER CONDUITS I</pre>	PINEWOODS NY-5144 VERIZON WIRELESS SITE INFORMATION
PROPOSED AT&T * 14'x7.25' EQUIPMENT PLATFORM * PROPOSED AT&T 12.5'x20' LEASE AREA	RE PN: 20181802366 LC: 287677 SITE ADDRESS CREEK RD
Image: Second state Image: Second state	TOWN OF BRUNSWICK RENSSELAER COUNTY NY 12180 SHEET TITLE SITE DETAIL PLAN
PROPOSED AT&T	SHEET NUMBER



1 C-3 SCALE: 1" = 40' (11x17 SIZE) 1" = 20' (22x34 SIZE)



	Blue Sky Towers III, LLC
OPOSED VERIZON WIRELESS NY HD BOOM MOUNT ASSEMBLY	352 PARK ST, SUITE 106 NORTH READING, MA 01864
'SECTOR—3 TOTAL) PROPOSED VERIZON WIRELESS PANEL ANTENNA 4/SECTOR—12 TOTAL)	
	WEST HENRIETTA, NY 14586
PROPOSED TIEBACK (3/SECTOR-9 TOTAL)	Tectonic Engineering & Surveying Consultants P.C. 70 Pleasant Hill Road Phone: (845) 534–5959 P.O. Box 37 (800) 829–6531 Mountainville, NY 10953 www.tectonicengineering.com Project Contact Info 36 British American Blvd. Suite 101 Latham, NY 12110
 PROPOSED VERIZON WIRELESS DUAL BAND RRH UNIT MOUNTED TO ANTENNA MOUNTING PIPE (2/SECTOR-6 TOTAL) 	WORK ORDER NUMBER DRAWN BY 8750.04 TLS NO. DATE ISSUE 5 6/21/19 PER COMMENTS 6 7/30/19 UPDATED ADJOINER PLAN 7 10/9/19 ATEL FOLLEMENT ADDED
	8 11/18/19 ADD FUTURE CARRIER RELEASED BY DATE
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D AT&T UPPRESSOR R-3 TOTAL)	UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES. 0 1 2 3 ORIGINAL SIZE IN INCHES
PROPOSED AT&T BOOM MOUNT ASSEMBLY (1/SECTOR-3 TOTAL)	BLUE SKY SITE INFORMATION PINEWOODS NY-5144 VERIZON WIRELESS SITE INFORMATION PINEWOODS
PROPOSED AT&T PANEL ANTENNA (2/SECTOR-6 TOTAL)	RE PN: 20181802366 LC: 287677 SITE ADDRESS
PROPOSED TIEBACK (2/SECTOR-6 TOTAL)	CREEK RD TOWN OF BRUNSWICK RENSSELAER COUNTY NY 12180
PROPOSED AT&T RRH UNIT 5/SECTOR—15 TOTAL)	SHEET TITLE ELEVATION SHEET NUMBER
	C-3



 \frown CONCRETE SLAB PLAN C-8 SCALE: 1" = 2" (11x17 SIZE) 1" = 1" (22x34 SIZE)

CONCRETE PIER LAYOUT C-9

SCALE: 3/8" = 1'-0" (11x17 SIZE) 3/4" = 1'-0" (22x34 SIZE)

VERIZON WIRELESS SETUP VENDOR TO INSTALL RISERS ON STUB-UPS INTO ILC AND FIBER ENCLOSURE.

VERIZON WIRELESS SETUP VENDOR TO UTILIZE EXPANSION

GENERAL CONTRACTOR TO INSTALL GENERATOR CONDUITS THROUGH SLAB PER MANUFACTURER CONDUIT LAYOUT. GC TO INSTALL PULL STRINGS IN GENERATOR CONDUITS.

GENERAL CONTRACTOR TO PROVIDE #2 SOLID TINNED GROUND LEAD FOR EACH H-FRAME POST AND TWO TAILS FOR

5. H-FRAME POSTS AND GROUND BAR LEAD TERMINATIONS BY

	-
MATERIAL TOLERANCES DRAWN .0 ±.06 J. CRITELLI 10.25.18	-
THIRD ANGLE .00 ±.01 CHECKED PREJECTION FRACTIONS ± ¹ / ₄	_ '''
ANGLES ±.25°	
HDLES: PRODUCTION DRILLED OR DUNCHER 100	SI
APPLICATIONS BURNED ±1/32	- B sc
5 4 3 2	

Blue Sky Towers III, LLC 352 PARK ST, SUITE 106 NORTH READING, MA 01864 verizon 1275 JOHN STREET, SUITE 100 WEST HENRIETTA, NY 14586 PRACTICAL SOLUTIONS. Practical solutions. Exceptional structs. Tectonic Engineering & Surveying Consultants P.C. 70 Pleasant Hill Road Phone: (845) 534–5959 P.O. Box 37 (800) 829–6531 Mountainville, NY 10953 www.tectonicengineering.com Project Contact Info 36 British American Blvd. Suite 101 Latham, NY 12110 Phone: (518) 783–1630 WORK ORDER NUMBER DRAWN BY TLS NO. DATE ISSUE 5 6/21/19 PER COMMENTS 6 7/30/19 UPDATED ADJOINER PLAN 7 10/9/19 AT&T EQUIPMENT ADDED 8 11/18/19 ADD FUTURE CARRIER RELEASED BY DATE UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES. ORIGINAL SIZE IN INCHES BLUE SKY SITE INFORMATION PINEWOODS VERIZON WIRELESS SITE INFORMATION PINEWOODS RE PN: 20181802366 LC: 287677 SITE ADDRESS TOWN OF BRUNSWICK RENSSELAER COUNTY SHEET TITLE UTILITY BACKBOARD SHEET NUMBER E-2

LEGEND

SW

V

SWITCH

VOLT

	METER		00000	COPPER GROUND E
	CIRCUIT BREAKER			GROUND CONDUCTO
	CADWELD TYPE CONNE BY CONTRACTOR	ECTION		GROUND RING
	COAXIAL CABLE SHIEL GROUND KIT CONNECT	D ION	Q	GROUND ROD WITH
			\otimes	TEST WELL
•	COMPRESSSION FITTING	G	۲	GROUND ROD
L				
ABB	REVIATIONS			
А	AMPERE	W	WIRE	
С	CONDUIT	WP	WEATHERPF	ROOF
GND	GROUND	Ø	PHASE	
КWH	KILOWATT HOUR	TGB	TOP GROUN	ID BAR
Р	POLE	MGB	MASTER GR	OUND BAR
SN	SOLID NEUTRAL	BGB	BOTTOM GR	OUND BAR
				1

EGB

EXISTING GROUND BAR

GROUND CORNER FENCE POST (TYP)

Blue Sky Towers III, LLC 352 PARK ST, SUITE 106 NORTH READING, MA 01864 verizon 1275 JOHN STREET, SUITE 100 WEST HENRIETTA, NY 14586 PROPOSED VERIZON WIRELESS 4'x7' EQUIPMENT CONCRETE PAD PROPOSED VERIZON WIRELESS GPS UNIT MOUNTED TO

 PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

 Tectonic Engineering & Surveying Consultants P.C.

 70 Pleasant Hill Road
 Phone: (845) 534–5959

 P.O. Box 37
 (800) 829–6531

 Mountainville, NY 10953
 www.tectonicengineering.com

 Project Contact Info
 36 British American Blvd.

 Suite 101
 Latham, NY 12110
 Phone: (518) 783–1630

 H-FRAME SUPPORT POST WORK ORDER NUMBER DRAWN BY 8750.04 VERIZON WIRELESS UTILITY H-FRAME TLS GROUND BAR BONDED TO EQUIPMENT NO. DATE ISSUE GROUND RING (TYP OF 2 PLACES) 5 6/21/19 PER COMMENTS VERIZON WIRELESS HYBRID CABLE GROUND 6 7/30/19 UPDATED ADJOINER PLAN BAR MOUNTED AT EDGE OF CABLE BRIDGE & BONDED TO EQUIPMENT SLAB GROUND RING 7 | 10/9/19 | AT&T EQUIPMENT ADDED (TYP OF 2 PLACES) 8 11/18/19 ADD FUTURE CARRIER RELEASED BY DATE UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES. ORIGINAL SIZE IN INCHES BLUE SKY SITE INFORMATION AT&T MAIN GROUND BAR BONDED TO PINEWOODS EQUIPMENT GROUND RING (TYP OF 2 PLACES) NY-5144 VERIZON WIRELESS SITE INFORMATION PINEWOODS AT&T GENERATOR BONDED TO RE PN: 20181802366 EQUIPMENT GROUND RING LC: 287677 - AT&T EQUIPMENT GROUND RING BONDED TO COMPOUND GROUND RING SITE ADDRESS CREEK RD TOWN OF BRUNSWICK RENSSELAER COUNTY NY 12180 SHEET TITLE GROUNDING PLAN AT&T EQUIPMENT PLATFORM BONDED TO SHEET NUMBER E-3 GROUNDING SYSTEM SHOWN IS PRELIMINARY AND IS NOT BASED UPON SOIL RESISTIVITY TEST DATA. CONTRACTOR SHALL CONFIRM FINAL

	Blue Sky Towers III, LLC 352 PARK ST, SUITE 106 NORTH READING, MA 01864
	1275 JOHN STREET, SUITE 100 WEST HENRIETTA, NY 14586
	Tectonic Engineering & Surveying Consultants P.C. 70 Pleasant Hill Road Phone: (845) 534–5959 P.O. Box 37 (800) 829–6531 Mountainville, NY 10953 www.tectonicengineering.com Project Contact Info 36 British American Blvd. Suite 101 Latham, NY 12110 WORK ORDER NUMBER DRAWN BY 8750.04 TLS
	NO. DATE ISSUE 5 6/21/19 PER COMMENTS
	6 7/30/19 UPDATED ADJOINER PLAN
	710/9/19AT&T EQUIPMENT ADDED811/18/19ADD FUTURE CARRIER
	RELEASED BY DATE
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	ORIGINAL SIZE IN INCHES
HOFFMAN BOX —	PINEWOODS
BOLLARD - METER BANK	VERIZON WIRELESS SITE INFORMATION
NNED	PINEWOODS RE PN: 20181802366 LC: 287677
OCOPPER I I I I IND WIRE I I I	CREEK RD
	IOWN OF BRUNSWICK RENSSELAER COUNTY NY 12180
	GROUNDING RISER DIAGRAM
┏╌ <i>┲</i> ╶┲╌╌╴ ┲ ╶╶╌ ┲ ╶╶╴	SHEET NUMBER
8' MAX. SPACING	E-4

EXHIBIT I

AGRICULTURAL DATA STATEMENT

Per § 305-a of the New York State Agriculture and Markets Law, any application for a special use permit, site plan approval, use variance, or subdivision approval requiring municipal review and approval that would occur on property within a New York State Certified Agricultural District containing a farm operation or property with boundaries within 500 feet of a farm operation located in an Agricultural District shall include an Agricultural Data Statement.

A.	Name of applicant:	Blue Sky Towers II, LLC	
	Mailing address:	352 Park Street, Suite 106	
		North Reading, MA 01864	

B. Description of the proposed project: <u>Installation of an unmanned wireless communications facility located on the</u> existing property. In general, the installation will consist of a 150' Monopole (including the 4' lightning rod the overall height is 154')

twelve (12) panel antennas and related equipment to be mounted at a centerline height of 146', an equipment cabinet and diesel generator and associated concrete pad/H-Frame at grade, and all related antenna cabling and utility services (power and telephone).

C. Pro	ject site address: Creek Road	Town:
D. Pro	ject site tax map number: <u>113.00-5-7.1 & 113.00-5-10.11</u>	
 E: The project is located on property: 図 within an Agricultural District containing a farm operation, or 図 with boundaries within 500 feet of a farm operation located in an Agricultural District. 		
F. Nur	nber of acres affected by project: 2.19	
G. Is a ⊠ □	ny portion of the project site currently being farmed? Yes. If yes, how many acres <u>84.5</u> or square feet No.	?
H. Nar <u>and</u> is lo #55 Zoul	ne and address of any owner of land containing farm operation ocated within 500 feet of the boundary of the property upon wh	ns within the Agricultural District ich the project is proposed.
#28 Ore	cki, Jr. John W. & Peter M 41 Rutledge Lane, Wynantskill, NY 121	98 (SBL: 113.00-5-13.11)
#64 Enge	elke, Irvc Trust Rose - 188 Spacenkill Road, Poughkeepsie, NY 1260	03 (SBL: 114.00-1-1.1)
#63 Hillie	e, Henry H 82 Creek Road, Wynantskill, NY 12198 (SBL: 113.00-6-	-12.12)

I. Attach a copy of the current tax map showing the site of the proposed project relative to the location of farm operations identified in Item H above.

FARM NOTE

Prospective residents should be aware that farm operations may generate dust, odor, smoke, noise, vibration and other conditions that may be objectionable to nearby properties. Local governments shall not unreasonably restrict or regulate farm operations within State Certified Agricultural Districts unless it can be shown that the public health or safety is threatened

Name and Title of Person Completing Form

19/2019

ETE ROMA STAFF ENGINEEK

Ν

AGRICULTURAL DATA STATEMENT MAP AD-1 SCALE: 1" = 400' (11x17 SIZE) 1" = 200' (22x34 SIZE)

Blue Sky Towers II, LLC		
352 PARK ST, SUITE 106 NORTH READING, MA 01864		
Tector Surveying Consultants P.C. Brancia Guilding Keepfingen Structures (Structures) Tectors Engineering & Surveying Consultants P.C. British American Bird. British American Bird. Phone (Still 783-1630 (Structure) Lettern, MY 12110 Wordwicketonicengineering.com		
WORK ORDER NUMBER DRAWN BY 8750.04 TLS		
0 xx/xx/19 FOR COMMENT		
RELEASED BY DATE		
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NY 12180		
SHEET TITLE ADJOINERS PLAN		
AD-1		