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585-263-1000

January 24, 2019

VIA FEDERAL EXPRESS

Planning Board
Town of Thompson
4052 Route 42
Monticello, New York 12701
Attn: Heather Zangla, Planning Board Secretary

RE: Application by Tarpon Towers II, LLC and Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless for the approvals necessary to construct and operate a 184' wireless telecommunications tower (with 4' lightning rod) and associated improvements on land owned by Calcam Associates, Inc. located off Wurtsboro Mountain Road (S.B.L. # 35-1-34) in the Town of Thompson, Sullivan County, New York (Verizon Wireless' "Louise Marie" site)

Dear Members of the Planning Board:

Tarpon Towers II, LLC ("Tarpon") makes this application, in conjunction with Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless ("Verizon Wireless"), for the zoning approvals necessary to construct and operate a wireless telecommunications tower in the Town of Thompson. Tarpon will construct and own the facility for the benefit of Verizon Wireless (and potential subsequent users of the tower).

Verizon Wireless is a public utility licensed and regulated by the Federal Communications Commission, and is responsible for providing wireless telecommunications services to emergency services, businesses and individuals throughout the United States, including the area in and around the Town of Thompson (the "Town"). Verizon Wireless has asked Tarpon to develop, construct and own a technologically suitable tower, upon which Verizon Wireless would lease space for its broadcast equipment, thereby allowing Verizon Wireless to remedy the service deficiencies more fully explained in Exhibit F of this application.

In order to provide adequate wireless telecommunications service to the geographic area known as Verizon Wireless' "Louise Marie" cell, this application seeks the necessary zoning approvals from the Town to construct and operate a 184' wireless telecommunications facility (with a 4' lightning rod) on property located off Wurtsboro Mountain Road (the "Site"). The Site consists of an approximately 75' x 75' area to be leased from Calcam Associates, Inc. (the

“Landowner”). The facility would consist of a 180’ tall monopole tower (plus 4’ lightning rod), an approximately 3’ x 6’ equipment cabinet, together with other site improvements, all as shown on the enclosed site plan prepared by Tectonic Engineering and Surveying Consultants P.C. (“Tectonic”).

The site is located in the Town’s HC-2 zoning district. Pursuant to the Town of Thompson Zoning Law (“Zoning Code”) the Project will require a special use permit and site plan approval from the Planning Board (See Zoning Code §§ 250-63(C), 250-63(D) and 250-69(A).)

Please accept this letter and the following exhibits and enclosures as Verizon Wireless’ application for a special use permit and site plan approval from the Planning Board:

- Exhibit A: Completed Town-supplied Planning Board application form;
- Exhibit B: Project description;
- Exhibit C: Applicable legal standards;
- Exhibit D: Compliance with the Town’s requirements for wireless telecommunication towers set forth in §§ 250-61 et seq. of the Zoning Code;
- Exhibit E: Compliance with the Town’s site plan requirements set forth in §§ 250-50 – 250-51 and the special use permit requirements set forth in § 250-60 of the Zoning Code;
- Exhibit F: Radio frequency search ring justification (including propagation studies);
- Exhibit G: Site selection analysis (including search ring);
- Exhibit H: Long environmental assessment form (“EAF”) with visual EAF addendum;
- Exhibit I: Photosimulation report;
- Exhibit J: Proof of the Landowner’s consent to this application;
- Exhibit K: Tarpon’s co-location policy;
- Exhibit L: Copy of Verizon Wireless’ FCC licenses;
- Exhibit M: 11” x 17” copy of the Project Site Plan;
- Exhibit N: Proof of compliance with applicable federal regulations;

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Town of Thompson
January 24, 2019
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Exhibit O: Tower removal letter;

Exhibit P: Proof of notice to adjacent municipalities as required by § 250-79 of the Zoning Code; and

Exhibit Q: Structural capacity letter.

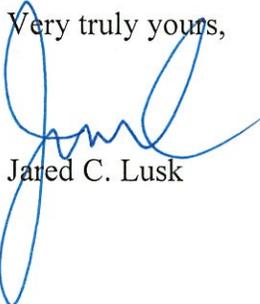
- One (1) original and eight (8) copies of this application book;
- One (1) full size copy of the Project Site Plans for the proposed wireless telecommunications facility prepared by Tectonic Engineering; and
- A check payable to the Town of Thompson in the amount of \$100.00 for the applicable tower special use permit and site plan review fees.

We respectfully request that this application be placed on the agenda for the next available sketch plan conference.

Please do not hesitate to contact me if you have any questions or if you require any additional information.

Thank you.

Very truly yours,



Jared C. Lusk

Enclosures

cc (via e-mail): Brett Buggeln
Kathy Pomponio
Michael Crosby
Sara Colman

EXHIBIT A

Lou Kiefer- Chairman
James Barnicle - Member
Matthew Sush - Member
Michael Croissant - Member
Michael Hoyt - Member
Arthur Knapp - Alternate
Kathleen Lara- Alternate

Town of Thompson
Planning Board
4052 Route 42
Monticello, New York 12701-3221

Paula Kay - Attorney
Richard McGoey, P.E.-Consultant Eng.
Heather Zangla - Secretary
Debbie Mitchell-Recording Secretary
Logan Ottino - Zoning Officer

Phone: (845) 794-2500
Fax: (845) 794-7353

SUBDIVISION / SITE PLAN APPLICATION

RETURN TO: DATE RECEIVED: / / FEES:

Planning Board
Town of Thompson
4052 Route 42
Monticello, NY 12701

Application Fee: \$ 100 .00 (Paid)(Due)
Preliminary Plan Review Fee: \$.00 (Paid)(Due)
Final Plan Review Fee: \$.00 (Paid)(Due)

1. Identifying title of Subdivision / Site Plan: Tarpon Towers II, LLC ("Tarpon") and Bell Atlantic Mobile Systems of Allentown, Inc.'s ("Verizon Wireless") "Louise Marie" Project

2. Owner of Lands to be reviewed:

Name Calcam Associates, Inc.

Address 390 Broadway, Monticello, NY 12701

Phone _____

3. Who will appear before the Planning Board:

Circle one : Owner, Agent, Representative of Owner, Contract Vendee Nixon Peabody LLP,
on behalf of Tarpon

4. Who prepared Subdivision/ Site Plan:

Name Tectonic Engineering and Surveying Consultants P.C.

Address 36 British American Blvd., Latham, NY 12110

Phone (518) 783-1630

Email address smatthews@tectonic.com

5. Location of Lands to be reviewed:

Off Wurtsboro Mountain Road

Zoning District: HR-2

6. Tax Map: Section 35 Block 1 Lot 34

7. Purpose of review (describe briefly) :

Land to be subdivided: N/A Number of Lots: 1

Lot line change: N/A

Site Plan Review: Site Plan Review pursuant to § 250-69(A).

Other: Special use permit pursuant to § 250-63(C).

8. Easements or other restrictions on property (Describe generally) :

See Exhibit M (Sheet SU-101).

TOWN OF THOMPSON

TOWN HALL - 4052 ROUTE 42

MONTICELLO, NEW YORK 12701-3221

(914) 845-2500

Disclosure Required by Article 18, Section 809 of the General Municipal Law.

Section 809 Disclosure applications

1. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions of any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality or of a municipality of which such municipality is a part, in the person partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

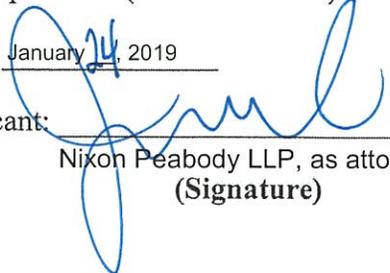
APPLICATION BEFORE : Planning Board
 Zoning Board of Appeals
 Town Board
 County Planning Board

FOR : Variance Site Plan Sub-division Special Use
 Change of Zone Other _____

NAME	RESIDENCE	NATURE AND EXTENT OF INTEREST
<u>None</u>		

The above individuals have interest requiring disclosure in accordance with section 809 of the General Municipal Law. (If none so state)

Date: January 24, 2019

Applicant: 

Nixon Peabody LLP, as attorneys for Tarpon and Verizon Wireless, by Jared C. Lusk
(Signature)

Identifying Title of Subdivision / Site Plan Tarpon / Verizon Wireless' Louise Marie site

Applicant's Name Tarpon / Verizon Wireless

CHECKLIST FOR MAJOR/MINOR SUBDIVISION AND /OR SITE PLAN

1. The following items shall be submitted with a COMPLETED Application Form.

1. See Exhibit H Environmental Assessment Form (Short Form attached)
2. Attached Proxy Statement (Attached)
3. Enclosed Application Fees
4. Below Completed Checklist (Attached)

2. The following checklist items shall be incorporated on the Subdivision Plat or Site Plan prior to consideration for being placed on the Planning Board Agenda. Non-submittal of the checklist could delay processing or result in Application rejection.

1. Exhibit M Name and Address of Applicant (Sheet T-1)
2. Exhibit M Name and Address of Owner (if different from Applicant) (Sheet T-1)
3. N/A Subdivision name and location
4. Exhibit M Tax Data (section-block-lot) (Sheet T-1)
5. Exhibit M Location map at a scale of 1"= 2,000 ft. (maximum) (Sheet SU-1)
6. Exhibit M Zoning table showing what is required in the particular zone and what applicant is proposing (i.e. Lot Area, Setbacks to property lines, etc.) (Sheet SB-1)
7. N/A Show zoning boundary if any portion of proposed subdivision or Site Plan is within or adjacent to a different zone
8. Exhibit M (Sheet T-1) Date of plat preparations and/or plat revisions
9. Exhibit M Scale the plat is drawn to (Max. 1' = 100') (Sheet C-1A)
10. Exhibit M North Arrow (Sheet SB-1)
11. Exhibit M Surveyor's Certification (Sheet SU-101)
12. Exhibit M Surveyor's Seal and Signature (Sheet SU-101)
13. Exhibit M Name of adjoining owners (See Sheet AD-1)
14. N/A Federal and/or NYSDEC Wetlands with 100 foot buffer zone(s)
15. N/A Flood plain boundaries
16. N/A Certified sewage systems design and placement by a licensed Engineer must be shown the plans.
17. N/A Final metes and bounds of all lots (including residual lot)
18. Exhibit M Name and width of adjacent streets; the road boundary is to be a minimum of 25 ft. from the physical centerline of the street (Sheet SB-1)
19. Exhibit M Show existing or proposed easements (note restrictions) (Sheet SU-101)
20. Exhibit M Right - of - way width and rights of Access and Utility placement (Sheet SU-101)

21. Exhibit M Road profile and typical section (minimum traveled surface, excluding shoulders, is to be 20 ft. wide) Sheet C-1B)
22. Exhibit M Lot area (in square feet for each lot less than 2 acres) (Sheet SB-1)
23. N/A Name of lots including residual lot
24. N/A Show any existing waterways
25. Exhibit M Applicable note pertaining to owners review and concurrence with plat together with owner's signature (Sheet SB-1)
26. Exhibit M Show any improvements, i.e. drainage systems, water lines, sewer lines, etc. (Sheet C-1B)
27. N/A Show all existing houses, accessory structures, wells and septic systems on and within 200 ft. of the parcel to be subdivided.
28. Exhibit M Show contours at 2' - intervals. (Sheet C-1B)
29. Exhibit M Indicate any reference to a previous subdivision, i.e. filed map number, date and previous lot number (Sheet SU-101)
30. Exhibit M Number of acres to be cleared or timber harvested (Sheet C-1A)
31. Exhibit M Estimated or known cubic yards of material to be excavated. (Sheet C-1A)
32. Exhibit M Estimated or known cubic yards of fill required. (Sheet C-1A)
33. Exhibit M The amount of grading expected or known to be required to bring the site to readiness. (Sheet C-1B)
34. N/A Type and amount of site preparation which falls within the 100 foot buffer strip of wetlands or within Federal Wetlands. Please explain in square feet or cubic yards.
35. N/A Amount of site preparation within a 100 year flood plain or any water course on the site. Please explain in square feet or cubic yards.

The plat for the proposed subdivision or site plan has been prepared in accordance with this checklist.



(Seal)

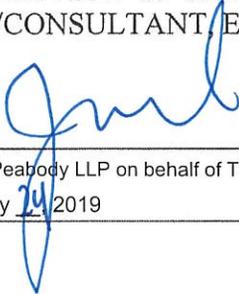
By: [Signature]
 Licensed Professional

Date: 1/22/19

This list is designed to be a guide ONLY. The Town of Thompson Planning Board may require additional notes or revisions prior to granting approval.

9. The undersigned hereby requests approval by the Planning Board of the above identified application.

THE SIGNING OF THIS APPLICATION INDICATES YOUR KNOWLEDGE OF RESPONSIBILITY FOR PAYMENT OF ALL FEES AND PROFESSIONAL SERVICES INCURRED BY THE PLANNING BOARD IN REVIEW OF THIS APPLICATION. SUCH AS:
PLANNER/CONSULTANT, ENGINEER, LEGAL, PUBLIC HEARING, AND/OR SITE INSPECTION.

Signature  Title Attorneys for Tarpon and Verizon Wireless

Nixon Peabody LLP on behalf of Tarpon and Verizon Wireless, by Jared C. Lusk

Date: January 24, 2019

EXHIBIT B

EXHIBIT B

PROJECT DESCRIPTION

Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless (“Verizon Wireless”), a federally licensed wireless telecommunications provider, currently has service inadequacies in and around the Town of Thompson. The only way to remedy this is to locate a wireless telecommunications facility in a technologically appropriate site. The proposed site is located off Wurtsboro Mountain Road in the Town of Thompson (the “Site”). This application includes, on behalf of Tarpon Towers and Verizon Wireless, a request for a special use permit and site plan approval from the Planning Board, to construct and operate a 184’ (plus 4’ lightning rod) wireless telecommunications facility at the Site (the “Project”) in order to render adequate and reliable wireless telecommunications service to emergency services, businesses and individuals in and around Verizon Wireless’ Louise Marie cell in the Town of Thompson, all as shown on the enclosed site plan prepared by Tectonic Engineering and Surveying Consultants P.C., attached as Exhibit M.

Wireless telecommunications use has burgeoned since the technology was introduced in the mid-1980s. Wireless telecommunications technology provides a critical link for emergency services, such as ambulances, which use such service to transmit vital signs and medical information via medical telemetry. Increasingly, police forces are relying on wireless telecommunication devices to communicate with dispatch and receive calls for assistance. Additionally, many businesses heavily rely on wireless telecommunications service, and individuals use it not only for their convenience, but for safety reasons as well.

Essentially, wireless telecommunications devices operate by transmitting a very low power radio signal between the wireless telecommunication device and an antenna mounted on a tower, pole, building or other structure. The antenna feeds the signal to electronic apparatus housed in a small equipment cabinet located near the antenna (the “Base Station”), where it is connected to an ordinary telephone line, and is then routed anywhere in the world. The antennas and Base Station are known as a “cell site.”

Because of the low power, a cell site is capable of transmitting to and from wireless telecommunication devices only within a limited geographic area. This limited geographic area

is called a "cell." A cell site must be located within a prescribed area in order to provide coverage for the entire cell.

Wireless telecommunications technology requires that cells overlap somewhat in order to provide uninterrupted service. When the wireless telecommunications user moves into a new cell, the transmission is automatically transferred to the cell site in the new cell. If there is no cell site in the new cell, there is no wireless telecommunications service.

Because each cell site must be placed in such a manner as to provide service within a particular cell, and so as to provide overlapping (but not duplicate) coverage with the existing or planned cells around it; or in the case of a capacity cell, to strategically overlay only where necessary to relieve the capacity problem, there is limited flexibility as to where a cell site can be placed. Wireless telecommunication providers conduct a thorough engineering study, using an elaborate computer program known as a "propagation study." A propagation study shows, based on cell boundaries, topography and other factors, where a cell site needs to be located in order to provide wireless telecommunications coverage in a particular cell. The wireless telecommunication companies and RF engineers identify technologically feasible locations for the cell site.

As set forth in this application, the Applicant meets the legal standards for receiving the necessary zoning approvals for the Project. Moreover, the Project will not pollute, will not create noise or vibration, will not create any significant increase in traffic, will not create any environmental problems, will not increase population density, and will not create any demand on governmental facilities. Thus, the Project will not create any detriment to adjoining properties or change the character of the neighborhood. Instead, the Project will enhance governmental facilities and promote the public welfare by providing a modern, more efficient system of communications for police, fire and other emergency services, as well as provide modern wireless telecommunications service to business, industry and individuals.

Exhibit C

EXHIBIT C

APPLICABLE LEGAL STANDARDS

In Cellular Tel. Co. v. Rosenberg, 82 N.Y.2d 364 (1993), the New York Court of Appeals determined that cellular telephone companies are public utilities. The Court held that proposed cellular telephone installations are to be reviewed by zoning boards pursuant to the traditional standard afforded to public utilities, rather than the standards generally required for the necessary approvals.

‘It has long been held that a zoning board may not exclude a utility from a community where the utility has shown a need for its facilities.’ There can be no question of Cell One’s need to erect the cell site to eliminate service gaps in its cellular telephone service area. The proposed cell site will also improve the transmission and reception of existing service. Application of our holding in Matter of Consolidated Edison to sitings of cellular telephone companies, such as Cellular One, permits those companies to construct structures necessary for their operation which are prohibited because of existing zoning laws and to provide the desired services to the surrounding community. . . . Moreover, the record supports the conclusion that Cellular One sustained its burden of proving the requisite public necessity. Cellular One established that the erection of the cell site would enable it to remedy gaps in its service area that currently prevent it from providing adequate service to its customers in the Dobbs Ferry area.

Rosenberg, 82 N.Y.2d at 372-74 (citing Consolidated Edison Co. v. Hoffman, 43 N.Y.2d 598 (1978)).

This special treatment of a public utility stems from the essential nature of its service, and because a public utility transmitting facility must be located in a particular area in order to provide service. For instance, water towers, electric switching stations, water pumping stations and telephone poles must be in particular locations (including within residential districts) in order to provide the utility to a specific area:

[Public] utility services are needed in all districts; the service can be provided only if certain facilities (for example, substations) can be located in commercial and even in residential districts. To exclude such use would result in an impairment of an essential service.

Anderson, New York Zoning Law Practice, 3d ed., p. 411 (1984) (hereafter “Anderson”). See also, Cellular Tel. Co. v. Rosenberg, 82 N.Y.2d 364 (1993); Payne v. Taylor, 178 A.D.2d 979 (4th Dep’t 1991).

Accordingly, the law in New York is that a municipality may not prohibit facilities, including towers, necessary for the transmission of a public utility. In Rosenberg, 82 N.Y.2d at 371, the court found that “the construction of an antenna tower . . . to facilitate the supply of cellular telephone service is a ‘public utility building’ within the meaning of a zoning ordinance.” See also Long Island Lighting Co. v. Griffin, 272 A.D. 551 (2d Dep’t 1947) (a municipal corporation may not prohibit the expansion of a public utility where such expansion is necessary to the maintenance of essential services).

In the present case, Verizon Wireless is currently suffering from a lack of reliable wireless telecommunications coverage in and around the “Louise Marie” cell area of the Town of Thompson. The Project is needed to remedy this service problem and to provide adequate and reliable wireless telecommunications service coverage to this area. Therefore, Verizon Wireless satisfies the requisite showing of need for the facility under applicable New York law.

EXHIBIT D

EXHIBIT D

**COMPLIANCE WITH THE TOWN OF THOMPSON WIRELESS
TELECOMMUNICATIONS FACILITIES REQUIREMENTS PURSUANT TO ZONING
CODE §§ 250-61 ET SEQ.**

The Thompson Zoning Code contains the requirements for wireless telecommunications facilities. The requirements for wireless telecommunications facilities found in §§ 250-61 et seq. of the Zoning Code are reproduced below in bold italicized type, followed by Verizon Wireless' response in regular type.

§ 250-61. Definitions.

As used in this article, the following terms shall have the meanings indicated:

TELECOMMUNICATIONS TOWER

Any structure greater than 35 feet in height which is capable of receiving or transmitting signals for the purpose of communications.

No response necessary.

§ 250-62. Purpose.

The purpose of these supplemental regulations is to promote the health, safety and general welfare of the residents of the Town of Thompson; to provide standards for the safe provision of telecommunications consistent with applicable federal and state regulations; to minimize the total number of telecommunications towers in the community by encouraging shared use of existing and future towers and the use of existing tall buildings and other high structures; and to minimize adverse visual effects from telecommunications towers by requiring careful siting, consideration of visual impact assessment and appropriate landscaping so as to minimize the impact upon the environment.

No response necessary.

§ 250-63. Application of special use permit regulations.

A No telecommunications tower, except those approved prior to the effective date of this article, shall be used unless in conformity with these regulations. No telecommunications tower shall hereafter be erected, moved, reconstructed, changed or altered unless in conformity with these regulations. No existing structure shall be modified to serve as a telecommunications tower unless in conformity with these regulations.

No response necessary.

B. Applicants proposing to collocate on a previously approved telecommunications tower do not require a special use permit. They are, however, subject to site plan review by the Planning Board in accordance with Part 1, Article IX, §§ 250-48 through 250-59. The Planning Board may require the applicant to submit any of the items under § 250-64A below as part of the site plan review process.

Not applicable.

C. Applicants proposing a new tower shall apply for a special permit:

This application includes a request for a special use permit.

D. The regulations shall apply to all property within the following zones: SR, HC, NC and AR. Telecommunications towers shall be specifically excluded from all other zones.

The site is located in the Town's HC-2 zone.

E. Applications for construction of new telecommunications towers shall comply with the Code of Federal Regulations pertaining to objects affecting navigable airspace as delineated within Federal Aviation Regulations (FAR) Part 77. Additionally, no application for construction of a new telecommunications tower will be approved if the proposed tower violates the criteria for obstruction to air navigation as established by FAR Part 77 Subpart C, Obstruction Standards. All Applications shall provide proof of compliance with the above-stated regulations.

Tarpon will provide a copy of its notice with its application for construction (with its Building Permit application) pursuant to FAR Part 77 once a site has been approved by the Town, including a final location (necessary to apply for FAR approval). In addition, with the current federal shutdown, such FAR reviews are not all available.

§ 250-64. Shared use of existing tall structures.

At all times, shared use of existing structures (for example, municipal water towers, multistory buildings, church steeples and farm silos) and existing or approved towers (§§ 250-48 through 290-59) shall be preferred to the construction of new towers.

A. An applicant proposing to share use of an existing tall structure shall be required to submit:

(1) A completed application for a site plan.

Not applicable.

(2) Documentation of intent from the owner of the existing facility to allow shared use.

Not applicable.

- (3) *A site plan that shall conform to § 250-51 of this Part 1. The site plan shall show all existing and proposed structures and improvements, including antennas, roads, buildings, guy wires and anchors, parking and landscaping, and shall include grading plans for new facilities and roads. Any methods used to conceal the modifications of the existing facility shall be indicated on the site plan.*

Not applicable.

- (4) *An engineer's report certifying that the proposed shared use will not diminish the structural integrity and safety of the existing tall structure and explaining what modifications, if any, will be required in order to certify to the above.*

Not applicable.

- (5) *A completed short environmental assessment form (EAF) and a completed visual EAF addendum.*

Not applicable.

- (6) *A certified copy of its Federal Communications Commission (FCC) license with raised seal.*

Not applicable.

- B.** *If any applicant proposing to share use of an existing tall structure submits complete and satisfactory documentation in accordance with Subsection A above, and if modifications indicated according to Subsection A are deemed insignificant by the Board, and after the Board conducts a public hearing and complies with all SEORA provisions, the Board shall grant a site plan approval without further review under this article. If the Board determines that any modifications indicated according to Subsection a are significant or finds other significant factors, it may require further review according to §§ 250-69 through 250-80 below.*

Not applicable.

§ 250-65. New telecommunications tower.

- A.** *The Planning Board may consider a new telecommunications tower when the applicant demonstrates that shared use of existing tall structures and existing or approved towers is impractical. An applicant shall be required to present an adequate report inventorying all existing tall structures and existing or approved towers within a reasonable distance of the proposed site. This distance shall be determined by the Planning Board. The report shall outline opportunities investigated for shared use of these existing facilities as an alternative to a proposed new tower. The report shall demonstrate good faith efforts to secure shared use from the owner of each existing tall structure and existing or approved tower as well as documentation of the physical, technical and financial reasons why shared usage is not practical in each case.*

Written requests and responses for shared use shall be provided upon a showing that shared use is impractical and presenting a report to the Board.

As set forth in Exhibit F and Exhibit G, there is no opportunity for collocation.

B. *New telecommunications tower standards. An applicant proposing a new tower shall be required to submit:*

(1) *A complete application for a site plan and special permit.*

See Exhibit A.

(2) *A site plan that shall conform to § 250-51 of this Part 1. The site plan shall show all existing and proposed structures and improvements, including antennas, roads, buildings, guy wires and anchors, parking and landscaping, and shall include grading plans for new facilities and roads. Any methods used to conceal the modifications of the existing facility shall be indicated on the site plan.*

See Exhibit M.

(3) *An engineer's report certifying the structural integrity and safety of the proposed tower and accessory structures.*

See Exhibit Q.

(4) *A completed EAF and visual EAF addendum.*

See Exhibit H.

(5) *A certified copy of its Federal Communications Commission (FCC) license or original with raised seal.*

See Exhibit L.

(6) *If land is leased, documentation of intent from the owner to allow use and affirming intent to remove the tower if abandoned, obsolete or unused in accordance with § 250-78.*

See Exhibit J.

§ 250-66. *Shared usage of existing tower site for placement of new tower.*

Where shared use of all existing tall structures and existing or approved towers is found to be impractical, the applicant shall investigate shared usage of an existing tower site for its ability to accommodate a new tower and accessory uses. Documentation and conditions shall be in accordance with § 250-65 above. Any proposals for a new telecommunications tower on an existing site shall also be subject to the requirements of §§ 250-68 through 250-80 below.

As set forth in Exhibit F and Exhibit G, there are no existing towers in the vicinity of the search ring.

§ 250-67. New tower at new location.

The Planning Board may consider a new telecommunications tower on a site not previously developed with an existing tower when the applicant demonstrates that shared use of existing tall structures and existing or approved towers is impractical and submits a report as described in § 250-65 above, and when the Board determines that shared use of an existing tower site for a new tower is undesirable based upon the applicant's investigation in accordance with §§ 250-66. Any proposals for a new telecommunications tower shall also be subject to the requirements of §§ 250-68 through 250-80 below.

See Exhibit F and Exhibit G; there are no opportunities for vertical or horizontal collocation.

§ 250-68. New towers; future shared use.

The applicant shall design a proposed new telecommunications tower to accommodate future demand for reception and transmitting facilities. The applicant shall submit to the Board a letter of intent committing the owner of the proposed new tower and his/her successors in interest to negotiate in good faith for shared use of the proposed tower by other telecommunications providers in the future. This letter shall be filed with the officers and employees of the Building Department prior to issuance of a building permit. Failure to abide by the conditions outlined in the letter may be grounds for revocation of the special permit. The letter shall commit the new tower owner and his/her successors in interest to:

A Respond within 90 days to a request for information from a potential shared-use applicant.

See Exhibit K.

B. Negotiate in good faith concerning future requests for shared use of the new tower by other telecommunications providers.

See Exhibit K.

C. Allow shared use of the new tower if another telecommunications provider agrees in writing to pay reasonable charges. The charge may include but is not limited to a pro rata share of the cost of site selection, planning, project administration, land costs, site design, construction and maintenance financing, return on equity and depreciation, and all the costs of adapting the tower or equipment to accommodate a shared user without causing electromagnetic interference.

See Exhibit K.

§ 250-69. Site plan review; submission requirements.

- A. An applicant shall be required to submit a site plan in accordance with § 250-51. In addition, the site plan shall show all existing and proposed structures and improvements, including roads, buildings, tower(s), guy wires and anchors, antennas, parking and landscaping, and shall include grading plans for new facilities and roads.**

See Exhibit M.

- B. Supporting documentation. The applicant shall submit a complete EAF, a complete visual environmental assessment form which should address height, alternative sites and number of towers, and documentation on proposed intent and capacity of use as well as a justification for the height of any tower and justification for any clearing required. The applicant shall also submit a certified copy of its Federal Communications Commission (FCC) License or original with raised seal.**

See Exhibit F, Exhibit G, Exhibit H and Exhibit L.

§ 250-70. Lot size and setbacks.

All proposed telecommunications towers and accessory structures shall be located on a single parcel and shall be set back from abutting parcels and street lines a distance sufficient to substantially contain on site all icefall or debris from tower failure and preserve the privacy of any adjoining residential properties.

- A. Lot size of parcels containing a tower shall be determined by the amount of land required to meet the setback requirements. If the land is to be leased, the entire area required shall be leased from a single parcel unless the Planning Board determines that this provision may be modified or waived as part of the special permit.**

The Project so complies.

- B. Telecommunications towers shall comply with all existing setback requirements of the underlying zoning district, if the tower is designed to fall within itself. If the tower is not designed to fall within itself, the setback shall be the minimum required setback from the property line in the underlying zoning district plus the height of the tower. Accessory structures shall comply with the minimum setback requirements in the underlying zoning district.**

See Exhibit Q. The Project complies with all applicable setbacks and the tower will be designed to fall (in the unlikely event of a catastrophic failure) within 90' of its base.

§ 250-71. Visual impact assessment.

The Board may require the applicant to undertake a visual impact assessment which shall include:

- A. *A Zone of Visibility Map, which shall be provided in order to determine locations where the tower may be seen.*

See Exhibit I.

- B. *Pictorial representations of "before and after" views from key viewpoints both inside and outside of the Town, including but not limited to state highways and other major roads, state and local parks, other public lands, preserves and historic sites normally open to the public, and from any other location where the site is visible to a large number of visitors or travelers. The Board shall determine the appropriate key sites at a presubmission conference with the applicant.*

Tarpon and Verizon Wireless representatives will be happy to have a meeting with Town staff.

- C. *Assessment of alternative tower designs and color schemes, as described in § 250-72 below.*

Tarpon has proposed a lattice tower that will be designed to minimize the overall visibility of the site.

- D. *Assessment of the visual impact of the tower base, guy wires, accessory buildings and overhead utility lines from abutting properties and streets.*

As a result of the trees located on the Project site, the tower base and accompanying equipment will not be visible from abutting properties.

- E. *Review of alternative sites, number of towers and height of towers in the zone to determine what would be in the best interest of preserving the aesthetic and natural character of the neighborhood.*

As set forth in Exhibit F and Exhibit G, there are no alternate sites for the Project.

§ 250-72. New tower design.

Alternative designs shall be considered for new towers, including lattice and single-pole structures. The design of a proposed new tower shall comply with the following:

- A. *Any new tower shall be designed to accommodate future shared use by other telecommunications providers.*

See Exhibit Q. The tower will be designed to accommodate co-locators.

- B. *A tower shall have a shape, contour and finish (either painted or unpainted) that minimizes its degrees of visual impact. The Planning Board may require a tower to be in the shape of a tree, flagpole, church steeple, etc.*

See Exhibit I. The proposed tower has been designed to minimize the overall aesthetic impact.

- C. *The maximum height of any new tower shall not exceed that which shall permit operation without artificial lighting of any kind or nature, in accordance with municipal, state and/or federal law and/or regulation. The Board at its discretion may modify this requirement if the applicant can justify the need to exceed this height limitation, but only in accordance with municipal, state or federal law and/or regulations.***

See Exhibit M. The Project so complies.

- D. *The Board may request a review of the application by a qualified engineer or landscape architect retained by the Planning Board in order to evaluate the need for, and the design of, any new tower. The cost of this review shall be borne by the applicant.***

Tarpon has no objection to reimbursing the Town for its reasonable expenses associated with review of the Project by a qualified consultant.

- E. *Accessory structures shall maximize the use of building materials, colors and textures designed to blend with natural surroundings.***

As set forth in Exhibit M, there are no accessory structures per se. The equipment itself will not be visible off-site.

- F. *No portion of any tower or accessory structure shall be used for a sign or other advertising purpose, including but not limited to company name, phone numbers, banners and streamers.***

Tarpon will so comply.

§ 250-73. Existing vegetation.

Existing on-site vegetation shall be preserved to the maximum extent possible. No cutting of trees exceeding four inches in diameter (measured at the height of four feet off the ground) shall take place prior to the approval of the special permit.

See Exhibit M; Tarpon will so comply.

§ 250-74. Screening.

Deciduous or evergreen tree plantings shall be required to screen portions of the tower and accessory structures from nearby residential property as well as from public sites known to include important views or vistas. Where a site abuts a residential property or public property, including streets, ample screening shall be required.

Given the heavily wooded nature of the site, as well as its tower compound's lack of visibility off-site, additional landscaping has not been proposed. Should the Planning Board decide additional landscaping is warranted, Tarpon will so comply.

§ 250-75. Access.

Adequate emergency and service access shall be provided. Maximum use of existing roads, public or private, shall be made. Road construction shall, at all times, minimize ground disturbance and vegetation cutting to within the toe of fill, the top of cuts or no more than 10 feet beyond the edge of any pavement. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion potential.

See Exhibit M; the Project so complies.

§ 250-76. Parking.

Parking shall be provided to assure adequate emergency and service access in accordance with the Code.

See Exhibit M; the Project so complies.

§ 250-77. Fencing.

The tower and any accessory structures shall be adequately enclosed by a fence, the design of which shall be approved by the Planning Board.

See Exhibit M; the Project includes a fence surrounding the compound.

§ 250-78. Removal.

The applicant shall submit to the Board a letter of intent committing the tower owner and his/her successors in interest to notify the officers and employees of the Building Department within 30 days of the discontinuance of use of the tower. This letter shall be filed with the officers and employees of the Building Department prior to issuance of a building permit. Obsolete or unused towers and accessory structures shall be removed from any site within four months of such notification. Failure to notify or to remove the obsolete or unused tower in accordance with these regulations shall be a violation of this Part 1 and punishable according to this Code and shall also render the property owner and lessee subject to action by the Town of Thompson in courts of law or equity and costs allowable at law or in equity.

See Exhibit O.

§ 250-79. Intermunicipal notification for new towers.

In order to keep neighboring municipalities informed, and to facilitate the possibility of directing that an existing tall structure or existing telecommunications tower in a neighboring municipality be considered for shared use, and to assist in the continued development of County 911 Services, the Board shall require that:

- A. *An applicant who proposes a new telecommunications tower shall notify in writing the legislative body of each municipality that borders the Town of Thompson, the Sullivan County Planning Department or Board and the Director of Sullivan County Emergency Services. Notification shall include the exact location of the proposed tower and a general description of the project, including but not limited to the height of the tower and its capacity for future shared use.[1]*
[1] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

See Exhibit P.

- B. *Documentation of this notification shall be submitted to the Board at the time of application.*

See Exhibit P.

§ 250-80. Notification of nearby landowners.

The applicant shall be required to mail notice of the public hearing directly to all landowners whose property is located within 1,000 feet of the property line of the parcel on which a new tower is proposed. Notice shall also be mailed to the administrator of the state or federal parklands from which the proposed tower would be visible if constructed. Notification in all cases shall be made by certified first-class mail in accordance with Planning Board procedures. Documentation of this notification shall be submitted to the Board prior to the public hearing.

Tarpon will so comply.

EXHIBIT E

EXHIBIT E

**COMPLIANCE WITH SITE PLAN REQUIREMENTS
SET FORTH IN §§ 250-50 – 250-51 AND SPECIAL USE PERMIT REQUIREMENTS
SET FORTH IN § 250-60 OF THE TOWN OF THOMPSON ZONING ORDINANCE**

The proposed facility complies with the Town's site plan review standards as set forth in §§ 250-50 – 250-51 and special use permit standards as set forth in § 250-60 of the Town of Thompson Zoning Ordinance. The applicable portion of the Zoning Ordinance are set forth below followed by Tarpon/Verizon Wireless' responses in regular font:

§ 250-50. Site development plan approval.

[Amended 10-21-2003 by L.L. No. 7-2003; 6-7-2005 by L.L. No. 1-2005]

A. Intent. In all cases where this chapter requires special permit uses and/or plan approval by the Planning Board, no building permit shall be issued by the Building Inspector except upon approval of and in conformity with the plans approved by the Planning Board.

No response necessary.

(1) In instances where the building exists, the site is in conformity with a previously approved site plan and a change of occupancy is occurring without exterior structural changes to the building, the following procedures shall be followed:

(a) If the new use is of the same type and intensity (i.e., office to retail, sit-down restaurant to fast-food restaurant, etc.), the new occupant shall appear before the Planning Board to determine if a revised site plan approval will be required prior to the issuance of a building permit and/or certificate of occupancy.

Not applicable.

(2) In instances where the building exists, the site is not in conformity with the previously approved site plan and a change of occupancy is occurring without exterior structural changes to the building, a revised site plan approval will be required prior to the issuance of a building permit and/or certificate of occupancy.

Not applicable.

(3) In instances where the building exists, a change occupancy is occurring and exterior structural changes will be made to the building, a revised site plan approval shall be required prior to the issuance of a building permit and/or certificate of occupancy.

Not applicable.

- (4) *In instances where the building exists, no change of occupancy is occurring and exterior structural changes will be made to the building, the occupant shall appear before the Planning Board to determine if a revised site plan approval will be required prior to the issuance of a building permit and/or certificate of occupancy.*

Not applicable.

B. Objectives. *In considering and acting upon site plans, the Planning Board shall take into consideration the public health, safety and welfare and the comfort and convenience of the public in general and the residents of the immediate neighborhood in particular. The Board may prescribe appropriate conditions and safeguards as may be required in order that the result of its action may, to the maximum extent possible, further the expressed intent of this chapter and also the accomplishment of the following objectives in particular:*

- (1) *Traffic access: that all proposed traffic accesses are adequate but not excessive in number; adequate in width, grade, alignment and visibility; not located too near street intersections or other places of public assembly; and other similar safety considerations.*

See Exhibit M; the Project includes an adequate access drive.

- (2) *Circulation and parking: that adequate off-street parking and loading spaces are provided to prevent parking in public streets of vehicles of any person connected with or visiting the use; also that the interior circulation system is adequate to provide safe accessibility into and within the site.*

See Exhibit M; the Project includes adequate parking.

- (3) *Landscaping and screening: that all playgrounds, parking and service areas are reasonably screened during all seasons of the year from the view of adjacent residential lots and streets; also that the general landscaping of the site is in harmony with that generally existing in the neighborhood. Existing trees over 12 inches in diameter, measured three feet above the base of the trunk, shall be retained to the maximum extent possible.*

See Exhibit M; the site contains substantial tree cover that will be maintained post construction (other than what is cleared to construct the driveway and compound).

- (4) *Fire and police protection. All proposed structures, equipment or material shall be readily accessible for fire and police protection.*

See Exhibit M; the Project so complies.

- (5) *Harmony. The proposed use shall be of such location, size and character that, in general, it will be in harmony with the appropriate and orderly development of the district in which it is proposed to be situated and will not be detrimental to the orderly development of adjacent properties in accordance with the zoning classification of such properties.*

As set forth in Exhibit B and Exhibit M and throughout the Application, the Project complies with the Town zoning code and after construction, will help Verizon Wireless provide reliable wireless telecommunications service to the area.

- (6) *Uses in or adjacent to residence district. In addition to the above, in the case of any use located in or directly adjacent to a residential district:*

- (a) *The location and size of such use, the nature and intensity of operations involved in or conducted in connection therewith, its site layout and its relation to access streets shall be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection therewith will not be hazardous or inconvenient to, or incongruous with, said residential district or conflict with the normal traffic of the neighborhood.*

Not applicable.

- (b) *The location and height of buildings, the location, nature and height of walls and fences and the nature and extent of landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof.*

Not applicable.

C. *Effects of site development plan approval.*

- (1) *No building permit shall be issued for any structure covered by § 250-60 and this section until an approved site plan has been secured by the applicant from the Planning Board and presented to the Building Inspector.*

No response necessary.

- (2) *No certificate of occupancy (CO) will be issued for any structure or use covered by § 250-60 and this section unless the structure and appropriate appurtenances have been developed in total compliance with the approved site plan and § 250-52 has been complied with.*

No response necessary.

D. Procedure for action upon site development plans.

- (1) *Sketch plan conference. Prior to the formal submission of a site development plan, the applicant shall meet with the Planning Board. The purpose of such a conference shall be to discuss the proposed uses and/or development in order to determine which of the elements listed in Subsection E shall be submitted to the Planning Board so that the Board may act upon the proposal.*

Tarpon and Verizon Wireless representatives are happy to meet with the Town officials following submission of the Application and prior to it being placed on a Planning Board agenda.

- (2) *Within six months following the sketch plan conference, six copies of the site plan and any related information deemed necessary shall be submitted to the Planning Board at least 15 days prior to a regularly scheduled meeting. If said site plan is not submitted within the prescribed six-month period, a new sketch plan conference shall be required.*

Tarpon will so comply.

- (3) *The Planning Board shall act to approve, disapprove or approve with modifications said site plan within 62 days after the meeting at which approval is requested.*

No response necessary.

- (a) *Failure to act within the prescribed sixty-two-day period shall be deemed an approval.*

No response necessary.

- (b) *On all site plans which the Planning Board deems large in scope and importance (i.e., apartment projects, condominium projects, shopping centers, etc.) the sixty-two-day time period shall not be utilized; instead, the following procedures shall be utilized:*

- [1] *The sketch plan conference as outlined in Subsection D(1) shall remain the same.*

Not applicable.

- [2] *Within six months following the sketch plan conference, six copies of the preliminary site plan and any related information deemed necessary shall be submitted to the Planning Board at least 15 days prior to a regularly scheduled meeting. If said site plan is not submitted within the prescribed six-month period, a new sketch plan conference shall be required.*

Not applicable.

- [3] *If the preliminary site plan is located within 500 feet of a municipal boundary, boundary of an existing or proposed county or state park or other recreation area, a right-of-way of any existing or proposed county or state parkway, thruway, expressway, road or highway, or any other county or state-owned land, the site plan shall be forwarded to the Sullivan County Planning Department for review and action. If the site will involve access on any county or state roads, a copy of the preliminary site plan shall be forwarded to the Sullivan County Department of Public Works and/or Regional Office of the New York State Department of Transportation for their approval.***

Not applicable.

- [4] *The Planning Board must hold a public hearing on the preliminary site plan within 62 days after the receipt of such site plan.***

- [a] *The hearing must be advertised at least once in a newspaper of general circulation in the Town at least 10 days before it is held and by posting notice thereof by certified mail to the owners of property within 300 feet of the proposed property.***

Not applicable.

- [b] *Said public hearing shall be the hearing called for in § 250-60D(3) concerning the authorization.***

Not applicable.

- [5] *The Planning Board shall act to approve, approve with modifications or disapprove the preliminary site plan within 62 days after the public hearing.***

- [a] *Approval of preliminary site plan shall not in any way constitute an approval of the final site plan but rather it shall be deemed an expression of basic design approval and as a guide to the preparation of the final site plan.***

Not applicable.

- [b] *In the event that the Planning Board fails to act on a preliminary plan within the time noted, the site plan shall be deemed granted preliminary approval.***

Not applicable.

[6] *The approval of the preliminary site plan shall expire six months after the date of such formal action.*

[a] *No further Planning Board action shall be taken after such expiration until a new application and filing fee are submitted.*

Not applicable.

[b] *An extension of the preliminary approval time may be granted in cases of proven hardship upon petition to the Planning Board if the application in question is in total compliance with all current zoning laws.*

Not applicable.

[7] *Within six months following the approval of the preliminary site plan, the applicant shall submit six copies of his final site plan. If the site plan is not submitted within the prescribed six-month period, the Planning Board shall refuse to act on the final site plan and shall require a submission starting with Subsection D(3)(b)[3].*

Not applicable.

[8] *The Building Inspector and/or Town Engineer shall prepare and submit the performance bond estimate.*

Not applicable.

[9] *A second public hearing may be held at the discretion of the Planning Board, within 62 days after the submission of the final site plan.*

[a] *Such public hearing may be held if the Board feels that the final site plan is different enough from the preliminary site plan to warrant further public input.*

Not applicable.

[b] *In the event that such public hearing is held, the advertising of the notice and the notification by mail shall be identical to that of the public hearing on the preliminary site plan.*

Not applicable.

[10] The Planning Board shall, within 62 days after the public hearing, if one is held, or within 45 days after the formal submission of the final site plan if no hearing is held, act to approve, disapprove or conditionally approve, with or without modifications, the final site plan.

[a] The sixty-two-day time period may be extended upon mutual consent of the developer and the Planning Board.

Not applicable.

[b] In the event that action is not taken within the prescribed time period, or the extended time period, the site plan shall be deemed approved.

Not applicable.

[c] If the final site plan is conditionally approved, the developer shall have six months in which to satisfy the conditions set forth. Said time period may be extended after the developer has petitioned the Board and proven hardship, if the application in question is in total compliance with current zoning laws.

Not applicable.

[11] The various information needed at either the preliminary or final site plan state shall be determined by the Planning Board.

Not applicable.

- (4) In accordance with §§ 239-I and 239-m, Article 12-B, of the General Municipal Law of the State of New York, any site plan application located within 500 feet of any municipal boundary of any existing or proposed county or state park or other recreation area, right-of-way of any existing or proposed county or state parkway, thruway, expressway, road or highway or county or state-owned land shall be forwarded to the Sullivan County Department for review and action.**

Tectonic has determined that no 239-I or 239-m triggers are present.

- (5) After the Planning Board has granted full site plan approval to a project, it may amend said site plan in its sole discretion upon application where the Planning Board deems said amendment be minor in nature and in cases where structures have not already been constructed.**

No response necessary.

E. Site development plan elements. The applicant shall cause a site plan map to be prepared by himself or an engineer, surveyor, architect, planner or landscape architect, each of whom must be licensed in New York State. Site plan elements shall include those listed below which are deemed appropriate to the proposed development as indicated by the Planning Board at the sketch plan conference.

(1) Legal data:

(a) Section, lot and block number taken from the latest tax records.

See Exhibit M (Sheet T-1).

(b) Name and address of the record owner.

See Exhibit M (Sheet T-1).

(c) Name and address of the person, firm or organization preparing the map; the pertinent license number and seal, if appropriate.

See Exhibit M (Sheet T-1).

(d) Date, North arrow and scale.

See Exhibit M (Sheet SU-1).

(e) Sufficient description or information to precisely define the boundaries of the property.

See Exhibit M (Sheet SU-1).

(f) The name, location and widths of all adjacent streets.

See Exhibit M (Sheet SU-1).

(g) The names and locations of all adjoining lands as shown on the latest tax records.

See Exhibit M (Sheet AD-1).

(h) Location, width and purpose of all existing and proposed easements, setbacks, reservations and areas dedicated to public use within or adjoining the property.

See Exhibit M (Sheet SU-1).

(i) A complete outline of all deed restrictions or covenants applying to the property.

Not applicable.

- (j) *Existing zoning of the property.*

See Exhibit M (Sheet T-1).

- (k) *A location map, at the maximum scale of one inch equals 2,000 feet, to indicate the relationship of the proposed use to its surrounding area.*

See Exhibit M (Sheet SU-1).

(2) *Natural features:*

- (a) *Existing contours with intervals of five feet based on United States Geological Survey datum. On all projects which the Planning Board has deemed large in scope and importance [See § 250-50D(3)(b)], the contour interval shall be two feet based on United States Geological Survey datum.*

See Exhibit M (Sheet SU-1).

- (b) *Approximate boundaries of any areas subject to flooding and/or ponding.*

Not applicable.

- (c) *Location of existing watercourses, marshes, wooded areas, rock outcrops, isolated trees with a diameter of 12 inches or more, measured three feet above the ground, and any other existing features deemed appropriate.*

See Exhibit M (Sheet SU-1).

(3) *Existing structures and utilities:*

- (a) *Location of all existing structures and uses on the site or within 130 feet of its property line.*

See Exhibit M (Sheet AD-1).

- (b) *Location of all paved areas, sidewalks and curb cuts on the site.*

Not applicable.

- (c) *Location, size, type, gradient and flow direction of all existing culverts, sewers and waterlines.*

Not applicable.

- (d) *Location of all existing utility services serving the site.*

Not applicable.

- (e) *Other existing development, such as fences, landscaping, screening, etc.*

Not applicable.

(4) *Proposed development:*

- (a) *The location and size of all proposed buildings or structural improvements; proposed first-floor elevations of all buildings.*

See Exhibit M (Sheet C-1A).

- (b) *The location and design of all uses not requiring structures, such as off-street parking and loading areas.*

See Exhibit M (Sheet C-1A).

- (c) *The location and size of all outdoor signs.*

Not applicable.

- (d) *The location, direction, power and duration of use for any proposed outdoor lighting or public address system.*

Not applicable.

- (e) *The location and arrangement of all proposed means of ingress and egress, sidewalks and other paved areas; plans and profiles indicating the grading and cross-sectional makeup of the above.*

See Exhibit M (Sheet C-1A).

- (f) *The location of all proposed waterlines, valves and hydrants or wells.*

Not applicable.

- (g) *The location of all proposed sewer lines or other means of sewage disposal and treatment.*

Not applicable.

- (h) *Any proposed grading, screening and other landscaping, including types and locations.*

See Exhibit M (Sheet C-1B).

- (i) *An outline of any proposed deed restrictions or covenants.*

Not applicable.

- (j) *Size, type and location of any contemplated improvements on adjoining property.*

Not applicable.

- (k) *If the site plan only addresses a first stage of development, a supplementary plan shall indicate ultimate development.*

Not applicable.

- (5) *Any other information deemed necessary by the Planning Board to determine conformity of the site plan with the intent and spirit of this chapter.*

No response necessary.

§ 250-51. Miscellaneous procedures.

[Added 6-7-2005 by L.L. No. 1-2005^[1]]

- A. *Each decision of the Planning Board shall be recorded in accordance with the standard forms adopted by the Board and shall fully set forth the circumstances of the case. They also shall contain a complete record of the findings on which the decision is based. Copies of the above, with all substantiating documentation, shall be filed with the Town Clerk and the Building Inspector.*

No response necessary.

- B. *Building permits for all townhouses, condominiums and apartments shall be issued as individual permits for each unit.*

No response necessary.

- C. *All final and/or conditional final site plan and/or special use permit approvals shall be valid for a period not to exceed 12 months. If the twelve-month period expires and no substantial construction has been initiated, the approval shall be null and void.*

- (1) *The mere issuance of a building permit shall not extend the above-stated twelve-month period.*

No response necessary.

- (2) *Prior to the expiration of the twelve-month period, the applicant may petition the Planning Board for an extension of final approval if the application in question is in total compliance with all current zoning laws.*

No response necessary.

D. Before the final approval can be granted on any project, all approvals from all pertinent departments and agencies, in writing, must be in the hands of the Chairman of the Planning Board.

Tarpon is unaware of any other required approvals.

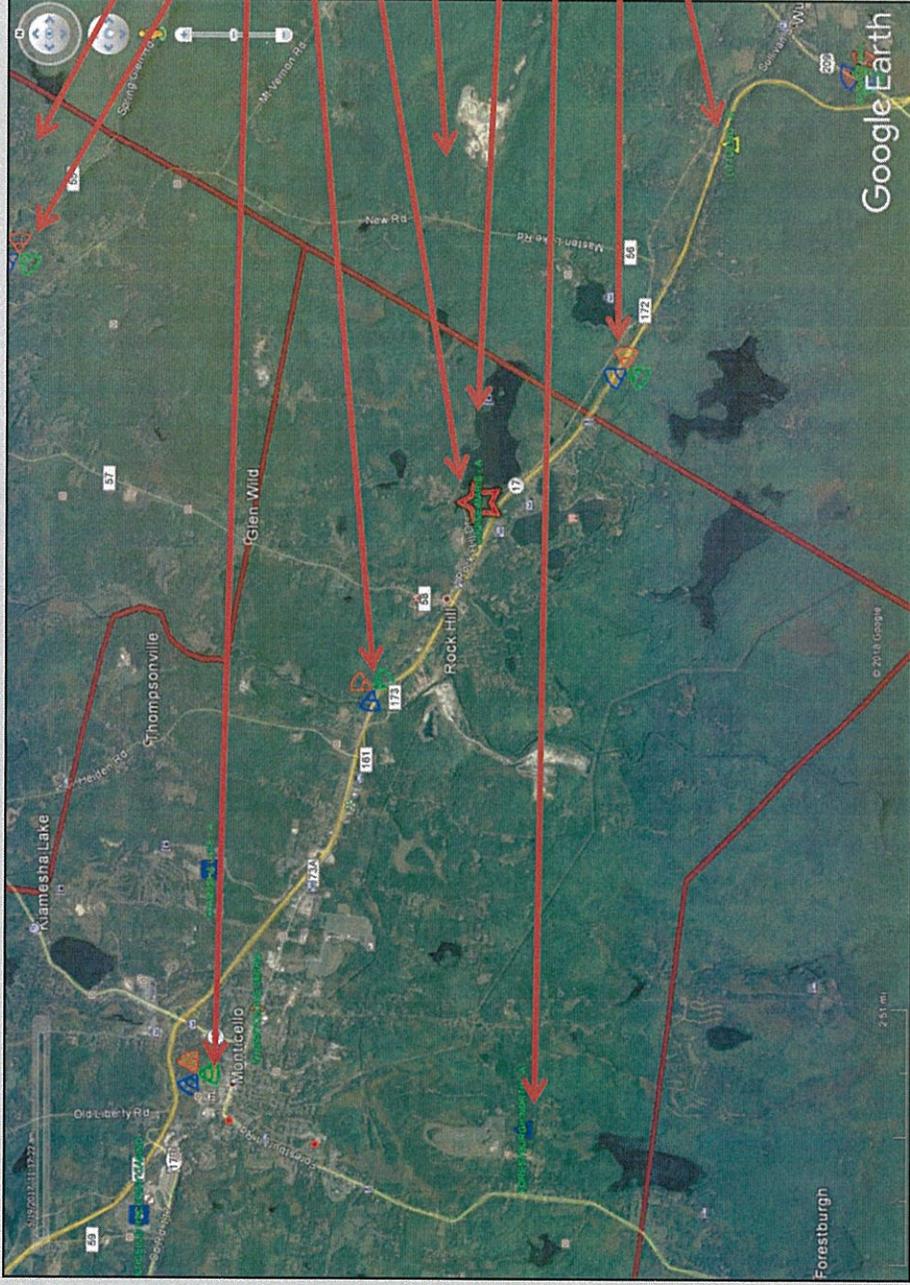
E. For all lots or uses which require septic systems and/or wells, these systems must be designed and certified by a licensed professional engineer.

Not applicable.

EXHIBIT F

Verizon Wireless Communications Facility

Engineering Necessity Case – “Louise Marie”



- Town of Fallsburg
- Mountindale Existing Site
- Monticello Existing Site
- Bridgeville Existing Site
- Project Location “Louise Marie”
- Town of Mamakating
- Town of Thompson
- Forestburgh North (2019*)
- Wurtsboro Existing Site
- Little Road (2020*)

* Planned year at the time of this document

Prepared by: **Michael R. Crosby**

Project: The project is the installation and operation of a new tower and co located wireless telecommunications site in the Town of Thompson (the “Project Facility”).



Introduction

The purpose of this subsequent analysis is to summarize and communicate the technical radio frequency (RF) information used in the justification of this new site.

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility/site. All sites provide a mixture of both capacity and coverage for the benefit of the end user.

Coverage can be defined as the existence of signal of usable strength and quality in an area, including but not limited to in-vehicles or in-buildings.

The need for improved coverage is identified by RF Engineers that are responsible for developing and maintaining the network. RF Engineers utilize both theoretical and empirical data sets (propagation maps and real world coverage measurements). Historically, coverage improvements have been the primary justification of new sites.

Capacity can be defined as the amount of traffic (voice and data) a given site can process before significant performance degradation occurs.

When traffic volume exceeds the capacity limits of a site serving a given area, network reliability and user experience degrades. Ultimately this prevents customers from making/receiving calls, applications cease functioning, internet connections time out and data speeds fail. This critical condition is more important than just a simple nuisance for some users. Degradation of network reliability and user experience can affect emergency responders and to persons in a real emergency situation can literally mean life or death.

Project Need Overview

The project area located within the eastern portion of Thompson is currently served by two sites. These sites are overloaded requiring capacity relief. Additionally the project area is relatively distant from these existing serving sites. This distance combined with area terrain and foliage prevent effective propagation of Verizon's RF signals into this area compounding the capacity issue with areas of variable coverage creating significant gaps in coverage.

The primary serving site is **Wurtsboro**, located in the neighboring town of Mamakating, which is approximately two miles southeast (of the project location) situated on a tower located off Swindon Street (south of Rt. 17). While this site provides weak/variable coverage (on low band 700MHz) in portions of the project area, it does so from a terrain challenged position combined with foliage and distance making the site not capable of efficiently or effectively providing adequate coverage or capacity.

The secondary serving site is **Monticello**, located in the village of Monticello, which is approximately six miles west-northwest (of the project location) situated on a tower located off Hillcrest Ave. While this site provides weak/variable coverage (on low band 700MHz) in portions of the project area, it does so from such a great distance that the site is not capable of efficiently or effectively providing adequate coverage or capacity.

Available (high band AWS/PCS) carriers at these sites are not capable of effectively serving/offloading the project area due to inherent propagation losses from excessive distance and challenging terrain negatively impacting high band coverage and capacity offload capabilities. There are other Verizon sites in this general area but due to distance and terrain they also do not provide any significant overlapping coverage in the area in question that could allow for increased capacity and improved coverage from other sources.

The primary objectives for this project are to increase capacity and improve coverage in the eastern portion of Thompson including but not limited to portions of Rock Hill, Rt. 17, Exits 109, 110, Bowers Rd, Rock Hill Dr, Glen Wild Rd, Lake Louise Marie, Wanaksink Lake, Treasure Lake, Davis Lake, Wolf Lake, Beaver Lake as well as the surrounding residential areas. In order to offload capacity from Wurtsboro and Monticello a new dominant server must be created. This new dominant coverage will effectively offload the existing overloaded sites/cells as well as provide improved coverage where significant gaps exist today.

Following the search for co-locatable structures to resolve the aforementioned challenges and finding none, Verizon proposes the current application to attach it's antennas to a new 184' tall tower. Verizon's antennas will utilize 180' for the ACL (Antenna Center Line) with a top of antenna height of 184'. This solution will provide the necessary coverage and capacity improvements needed.

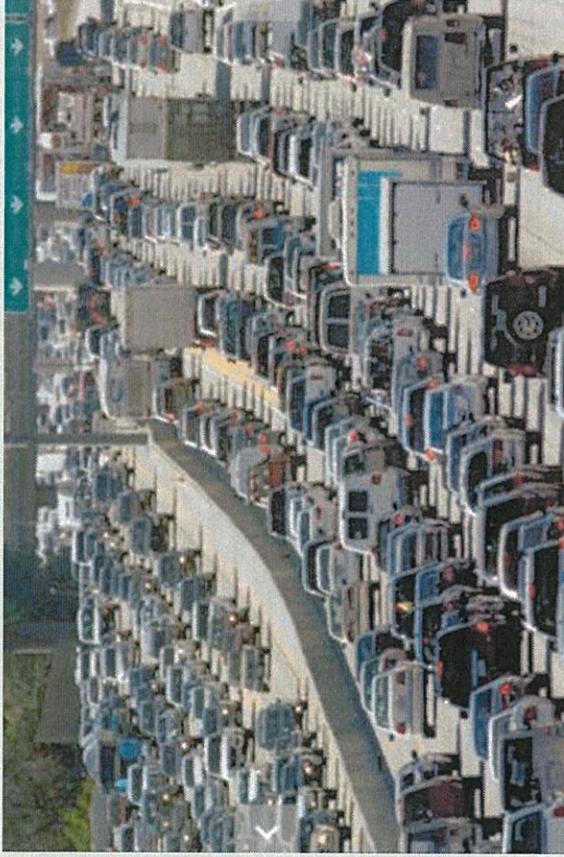
Wireless LTE (Voice and Data) Growth

Each year Verizon experiences substantial increases in data volume including VoLTE (Voice over LTE) that its customers utilize. Data traffic grew 65% between Q3 2016 and Q3 2017 (Ericsson Mobility Report, November 2017)

Machine to Machine communications will also increase the data burden on wireless networks. During the next five years increasingly more services that improve our safety and make our lives easier will become available via the wireless infrastructure, such as:

- Autonomous vehicular communications including automatic 911 notification when airbag deploys.
- Medical monitors that alert caretakers of patient related issues.
- Home alarms that notify people when their child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches that can aid in finding lost Alzheimer patients, children, etc.

Explanation of Wireless Capacity

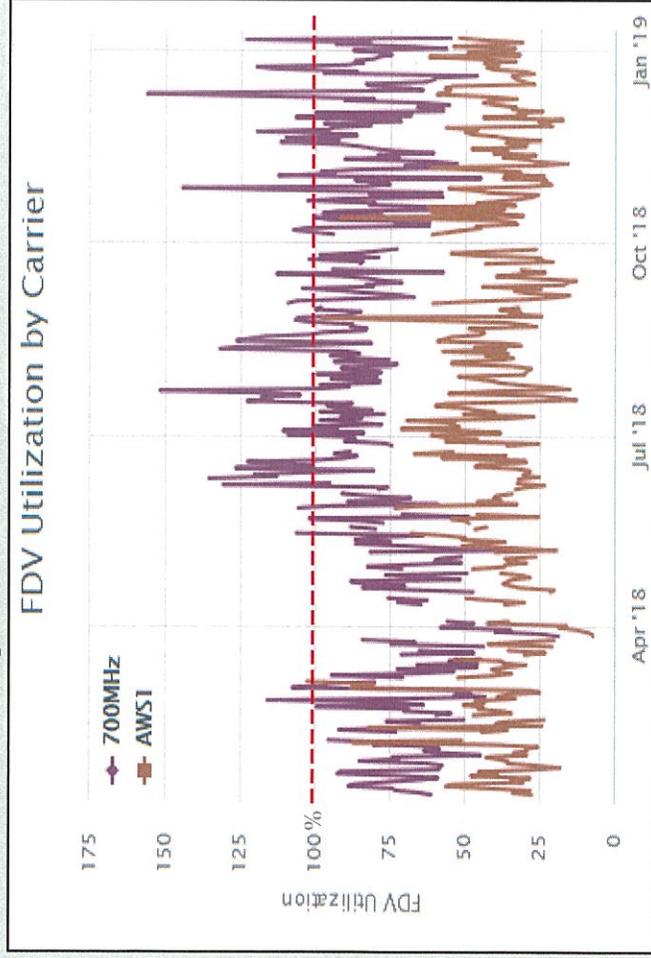


Capacity in this analysis is evaluated with up to three metrics further explained below. These metrics assist in determining actual usage for a given site as well as are used to project when a site is expected to run out of capacity (i.e. reach a point of exhaustion where it can no longer process the volume of voice and data requested by local wireless devices, thus no longer providing adequate service).

- Forward Data Volume (“**FDV**”), is a measurement of usage (data throughput) on a particular site over a given period of time.
- Average Schedule Eligible User (“**ASEU**”), is a measurement of the loading of the control channels and systems of a given site.
- Average Active Connections (“**AvgAC**”) is a measurement of the number of devices actively connected to a site in any given time slot.

Verizon Wireless uses proprietary algorithms developed by a task force of engineers and computer programmers to monitor each site in the network and accurately project and identify when sites will approach their capacity limits. Using a rolling two-year window for projected exhaustion dates allows enough time, in most cases, to develop and activate a new site. It is critical that these capacity approaching sectors are identified early and the process gets started and completed in time for new solutions (sites) to be on air before network issues impact the customers.

Capacity Utilization FDV (Wurtsboro Gamma)

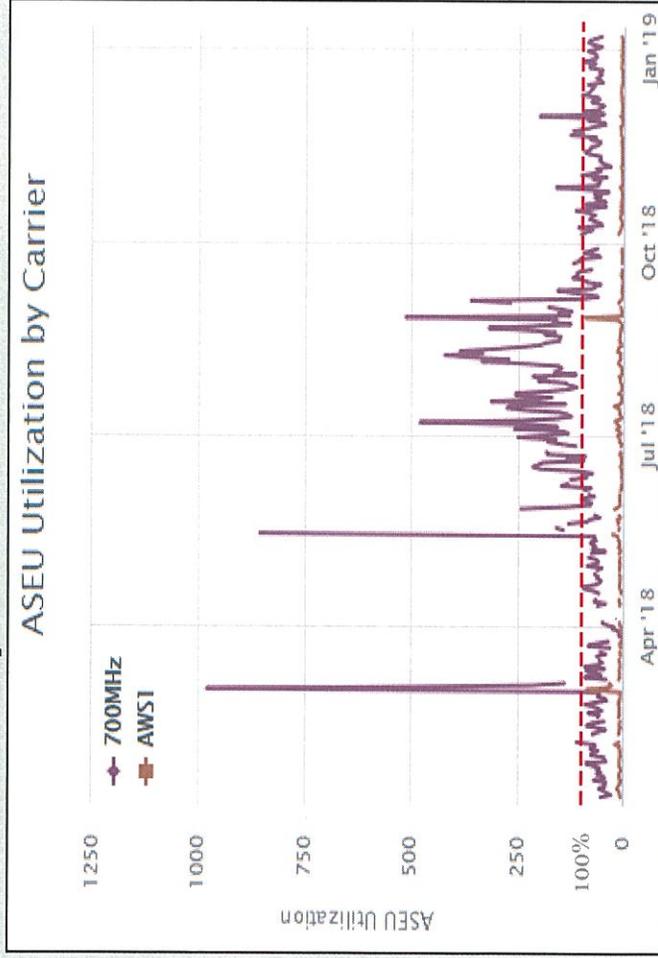


Summary: This graph shows FDV (Forward Data Volume) which is a measurement of the customer data usage that this sector currently serves. As this limit is approached, data rates slow to unacceptable levels, potentially causing unreliable service for Verizon Wireless customers.

The purple line represents the daily max busy hour 700MHz utilization and the dark red line is daily max busy hour AWS utilization on the **Gamma** sector of the **Wurtsboro** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Detail: The existing **Wurtsboro Gamma** sector shown above has exceeded its capability of supporting FDV requirements as shown by the purple line exceeding the max utilization threshold (red dashed line). FDV is one of three metrics used in this presentation to evaluate capacity capability in this area.

Capacity Utilization ASEU (Wurtsboro Gamma)

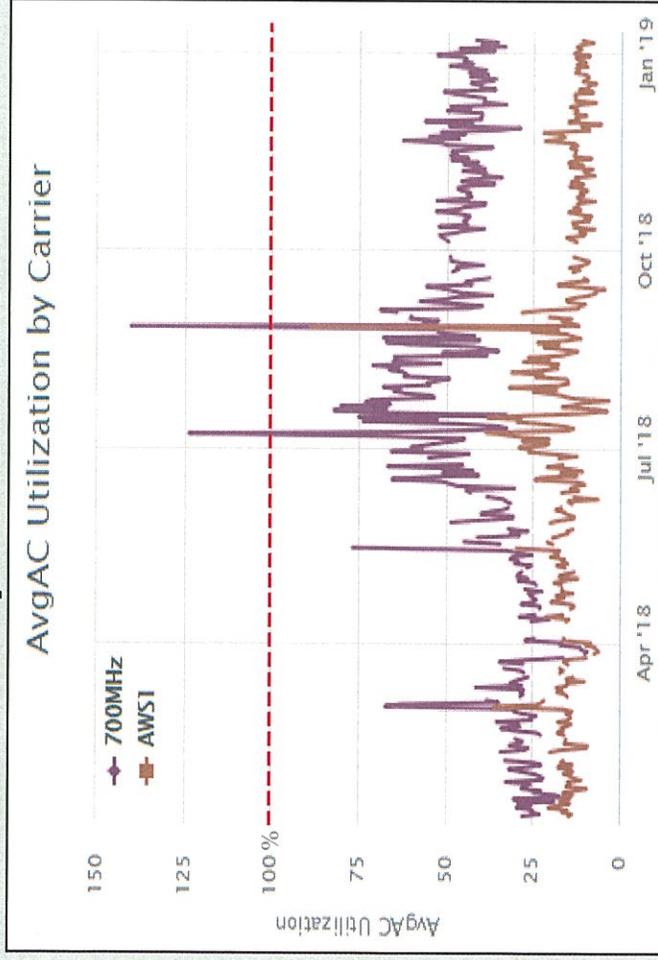


Summary: This graph shows ASEU (Average Schedule Eligible User). ASEU is a measurement of the loading of the control channels and systems of a given site. The ASEU load is heavily impacted by distant users or those in poor RF conditions.

The purple line represents the daily max busy hour 700MHz utilization and the dark red line is daily max busy hour AWS utilization on the **Gamma** sector of the **Wurtsboro** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple line reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Detail: The existing **Wurtsboro Gamma** sector cannot support the traffic demand throughout the extents of the area it covers. **Wurtsboro Gamma** is already overloaded, as shown by the purple actual use line exceeding the red dashed exhaustion threshold. Although the dark red line representing high band (capacity) service have previously reached their limits they are most recently below the limit threshold indicating spare capacity. This graph reveals the inability of this carrier to provide the necessary capacity offload for the low band carrier due to differences in RF propagation characteristics. The solution is additional network densification.

Capacity Utilization AvgAC (Wurtsboro Gamma)

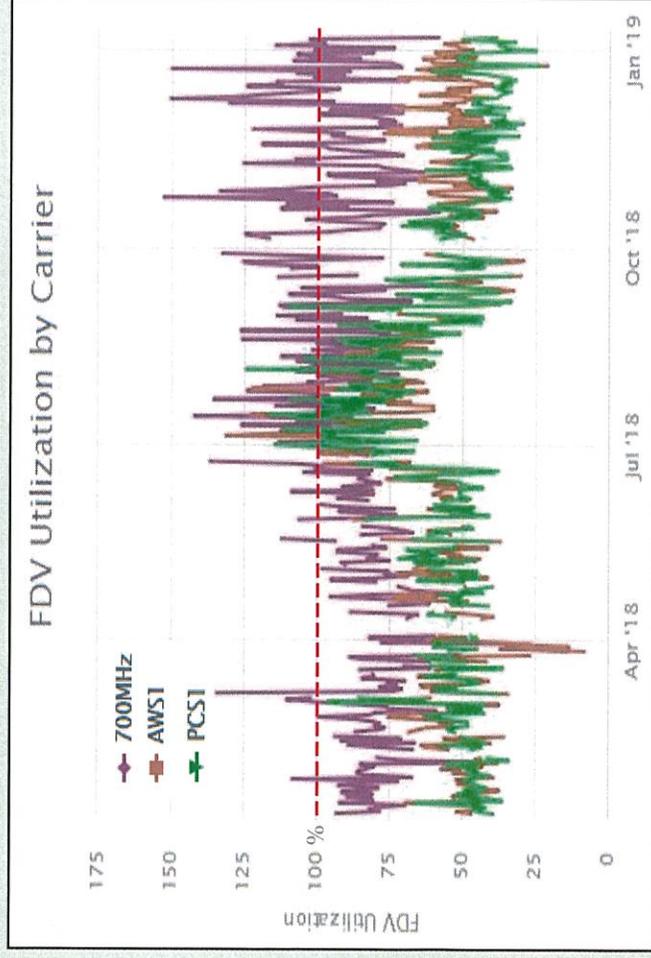


Summary: This graph shows AvgAC (Average Active Connections). AvgAC utilization by carrier is a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection failures and dropped calls.

The purple line represents the daily max busy hour 700MHz utilization and the dark red line is daily max busy hour AWS utilization on the **Gamma** sector of the **Wurtsboro** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple line reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Detail: The existing **Wurtsboro Gamma** sector has spare capacity for this metric however mass calling events have occurred during the summer showing there are times this sector cannot support the traffic demand throughout the extents of the area it covers. **Wurtsboro Gamma** has reached overloaded conditions, as shown by the purple actual use line exceeding the red dashed exhaustion threshold. The Dark red line representing high band (capacity) service is below the limit threshold indicating spare capacity. This graph reveals the inability of this carrier to provide the necessary capacity offload for the low band carrier due to differences in RF propagation characteristics. The solution is additional network densification.

Capacity Utilization FDV (Monticello Alpha)

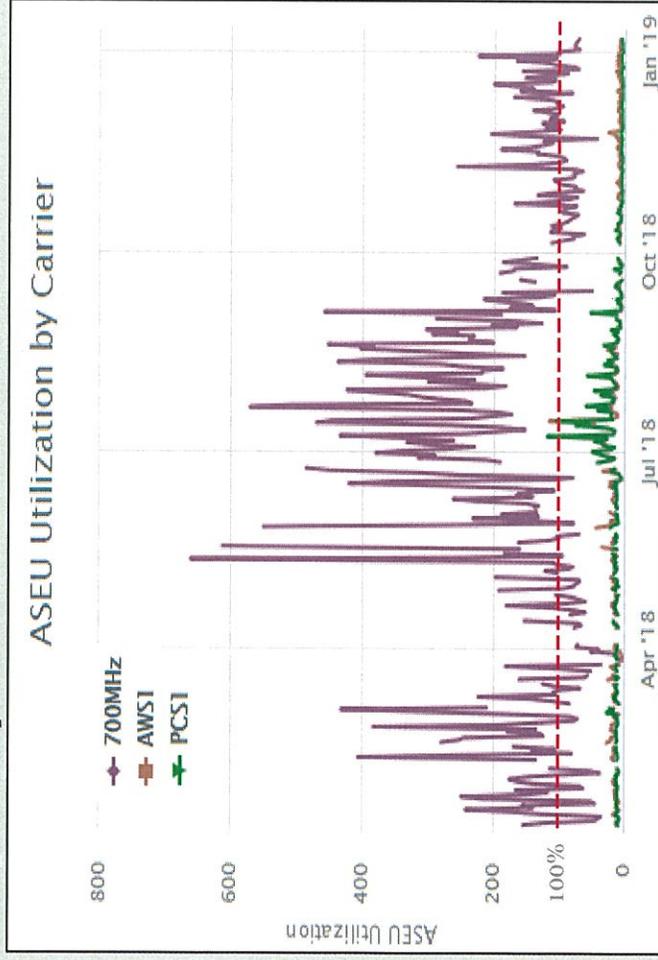


Summary: This graph shows FDV (Forward Data Volume) which is a measurement of the customer data usage that this sector currently serves. As this limit is approached, data rates slow to unacceptable levels, potentially causing unreliable service for Verizon Wireless customers.

The purple line represents the daily max busy hour 700MHz utilization, dark red line is daily max busy hour AWSI utilization and green line is daily max busy hour PCSI utilization on the **Alpha** sector of the **Monticello** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple, dark red or green lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Detail: The existing **Monticello Alpha** sector shown above has exceeded its capability of supporting FDV requirements as shown by the purple, dark red and green lines exceeding the max utilization threshold (red dashed line). FDV is one of three metrics used in this presentation to evaluate capacity capability in this area.

Capacity Utilization ASEU (Monticello Alpha)

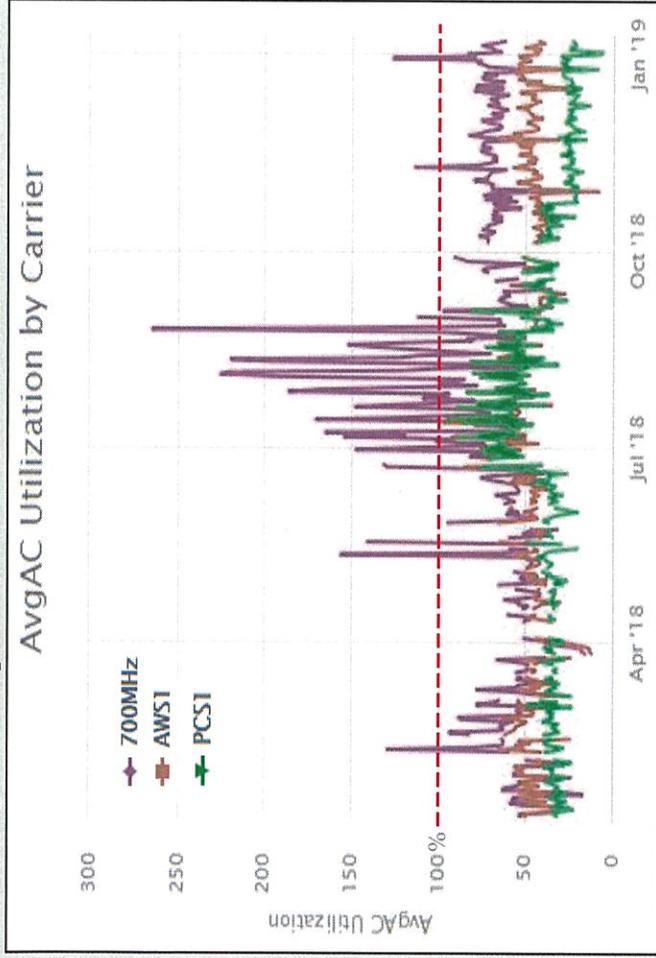


Summary: This graph shows ASEU (Average Schedule Eligible User). ASEU is a measurement of the loading of the control channels and systems of a given site. The ASEU load is heavily impacted by distant users or those in poor RF conditions.

The purple line represents the daily max busy hour 700MHz utilization, dark red line is daily max busy hour AWS utilization and green line is daily max busy hour PCS utilization on the Alpha sector of the **Monticello** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple line reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Detail: The existing **Monticello Alpha** sector cannot support the traffic demand throughout the extents of the area it covers. **Monticello Alpha** is already overloaded, as shown by the purple actual use line exceeding the red dashed exhaustion threshold. Although the green and dark red lines representing high band (capacity) service have previously reached their limits they are most recently below the limit threshold indicating spare capacity. This graph reveals the inability of these carriers to provide the necessary capacity offload for the low band carrier due to differences in RF propagation characteristics. The solution is additional network densification.

Capacity Utilization AvgAC (Monticello Alpha)

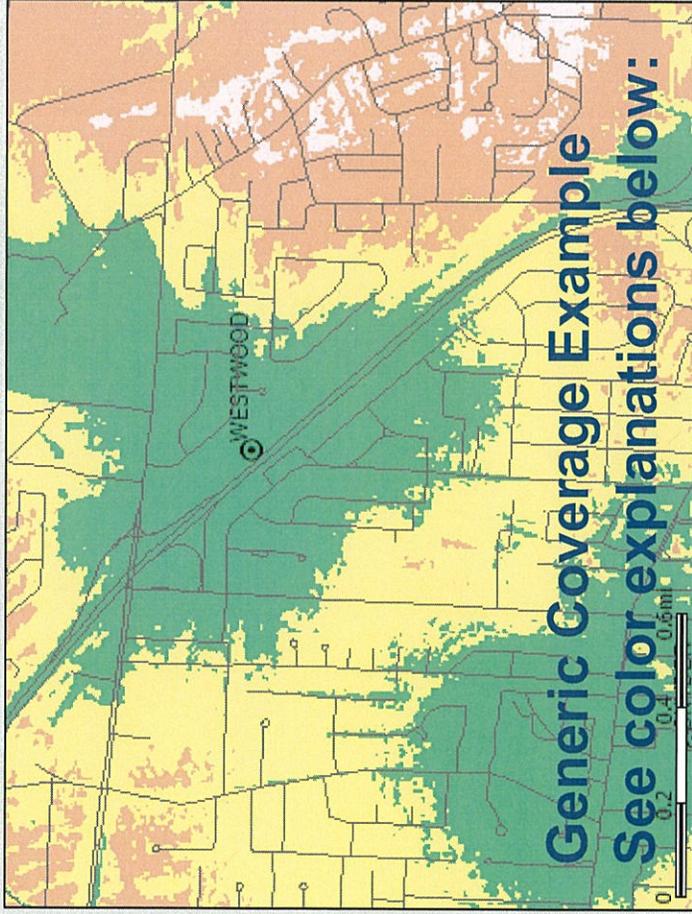


Summary: This graph shows AvgAC (Average Active Connections). AvgAC utilization by carrier is a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection failures and dropped calls.

The purple line represents the daily max busy hour 700MHz utilization, dark red line is daily max busy hour AWS utilization and green line is daily max busy hour PCS utilization on the Alpha sector of the Monticello site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple line reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Detail: The existing Monticello Alpha sector cannot support the traffic demand throughout the extents of the area it covers. Monticello Alpha is already overloaded, as shown by the purple actual use line exceeding the red dashed exhaustion threshold. Green and dark red lines representing high band (capacity) service are below the limit threshold indicating spare capacity. This graph reveals the inability of these carriers to provide the necessary capacity offload for the low band carrier due to differences in RF propagation characteristics. The solution is additional network densification.

Explanation of Wireless Coverage



Coverage is best shown via coverage maps. RF engineers use computer simulation tools that take into account terrain, vegetation, building types, and site specifics to model the RF environment. This model is used to simulate the real world network and assist engineers to evaluate the impact of a proposed site (along with industry experience and other tools).

Many Verizon Wireless sites provide 3G CDMA at 850 MHz and 4G LTE at 700 MHz. As capacity requirements increase, higher frequency PCS (1900 MHz) and AWS (2100 MHz) carriers are added. In some mountaintop situations the high band AWS and PCS carriers are not effective due to excessive distance from the user population.

Coverage provided by a given site is affected by the frequencies used. Lower frequencies propagate further distances, and are less attenuated by clutter than higher frequencies. To provide similar coverage levels at higher frequencies, a denser network of sites is required (network densification).

Note the affect of clutter on the predicted coverage footprint above

Green \geq -85dBm RSRP, typically serves suburban residential and light commercial buildings (stronger coverage levels may be needed for proper evaluation in urban applications or where more substantial building construction exists)

Yellow \geq -95dBm RSRP, typically serves most rural/suburban-residential and in car applications

Orange \geq -105dBm RSRP, rural highway coverage, subject to variable conditions including fading and seasonality gaps

White = $<$ -105dBm RSRP, variable to no reliable coverage gap area

More detailed, site-specific coverage slides are later in the presentation

*Signal strength requirements vary as dictated by specific market conditions

Explanation of this Search Area



Louise Marie Search Area

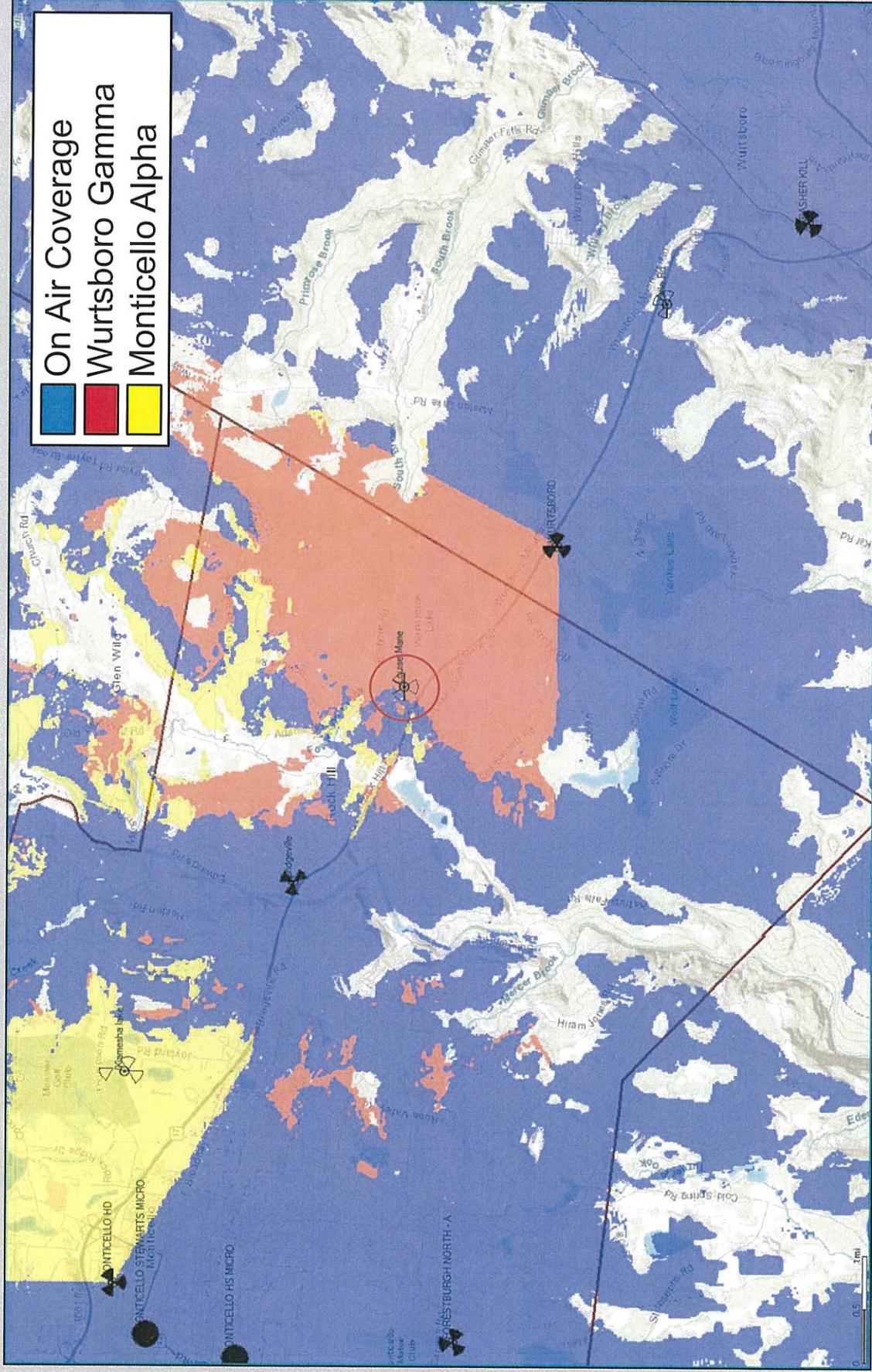
To resolve the coverage and capacity deficiencies previously detailed, Verizon Wireless is seeking to add one new 'macro' cell facility within this area to improve wireless service capacity and coverage. By offloading traffic from **Wurtsboro Gamma** and **Monticello Alpha** with the proposed site, adequate and reliable service will be restored. The new **Louise Marie** site will provide dominant and dedicated signal to the eastern portion of Thompson helping to improve not only the **Louise Marie** area but also indirectly will result with significant improvements throughout the entire service footprint of **Wurtsboro Gamma** and **Monticello Alpha**.

A **Search Area** is the geographical area within which a new site is targeted to solve a coverage or capacity deficiency. Three of the factors taken into consideration when defining a search area are topography, user density, and the existing network.

- **Topography** must be considered to minimize the obstacles between the proposed site and the target coverage area. For example, a site at the bottom of a ridge will not be able to cover the other side from a certain height.
- In general, the farther from a site the **User Population** is, the weaker the RF conditions are and the worse their experience is likely to be. These distant users also have an increased impact on the serving site's capacity. In the case of a multi sector site, centralized proximity is essential to allow users to be evenly distributed and allow efficient utilization of the site's resources.
- The existing **Network Conditions** also guide the design of a new site. Sites placed too close together create interference due to overlap and are an inefficient use of resources. Sites that are too tall or not properly integrated with existing sites cause interference and degrade service for existing users.
- Existing co-locatable structures inside the search area as well as within a reasonable distance of the search area are submitted by site acquisition and reviewed by RF Engineering. If possible RF will make use of existing or nearby structures before proposing to build new towers.

Existing 700MHz Best Server -105dBm RSRP

Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.



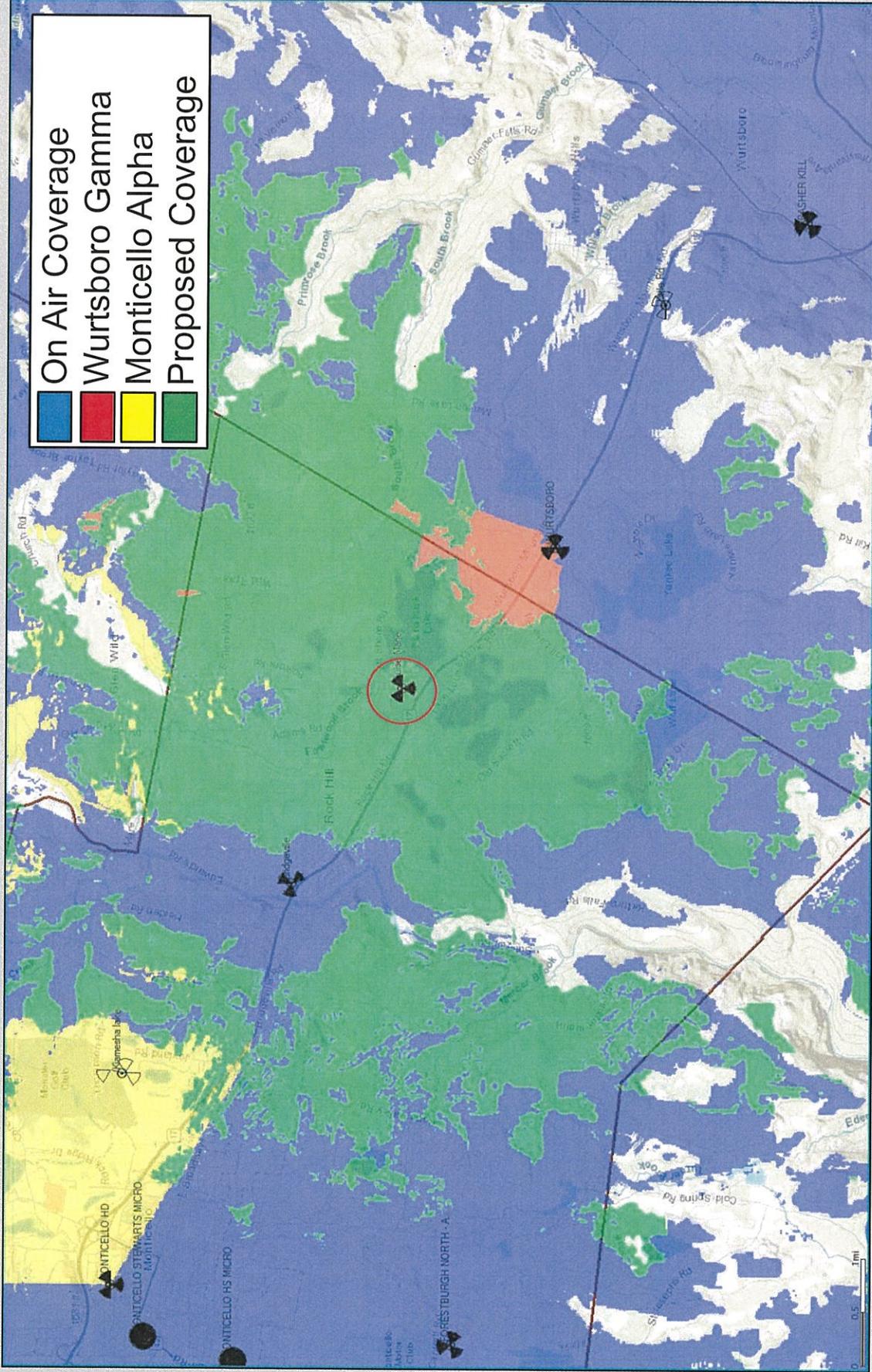
The map above represents coverage from existing sites, with the sites in need of capacity offload in red (Wurtsboro Gamma) and yellow (Monticello Alpha). Blue coverage is from other on air sites.



Note: Although Forestburgh North is not yet on air, it is shown as on air for these plots.

Proposed 700MHz Best Server -105dBm RSRP

Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area (at 180' ACL).



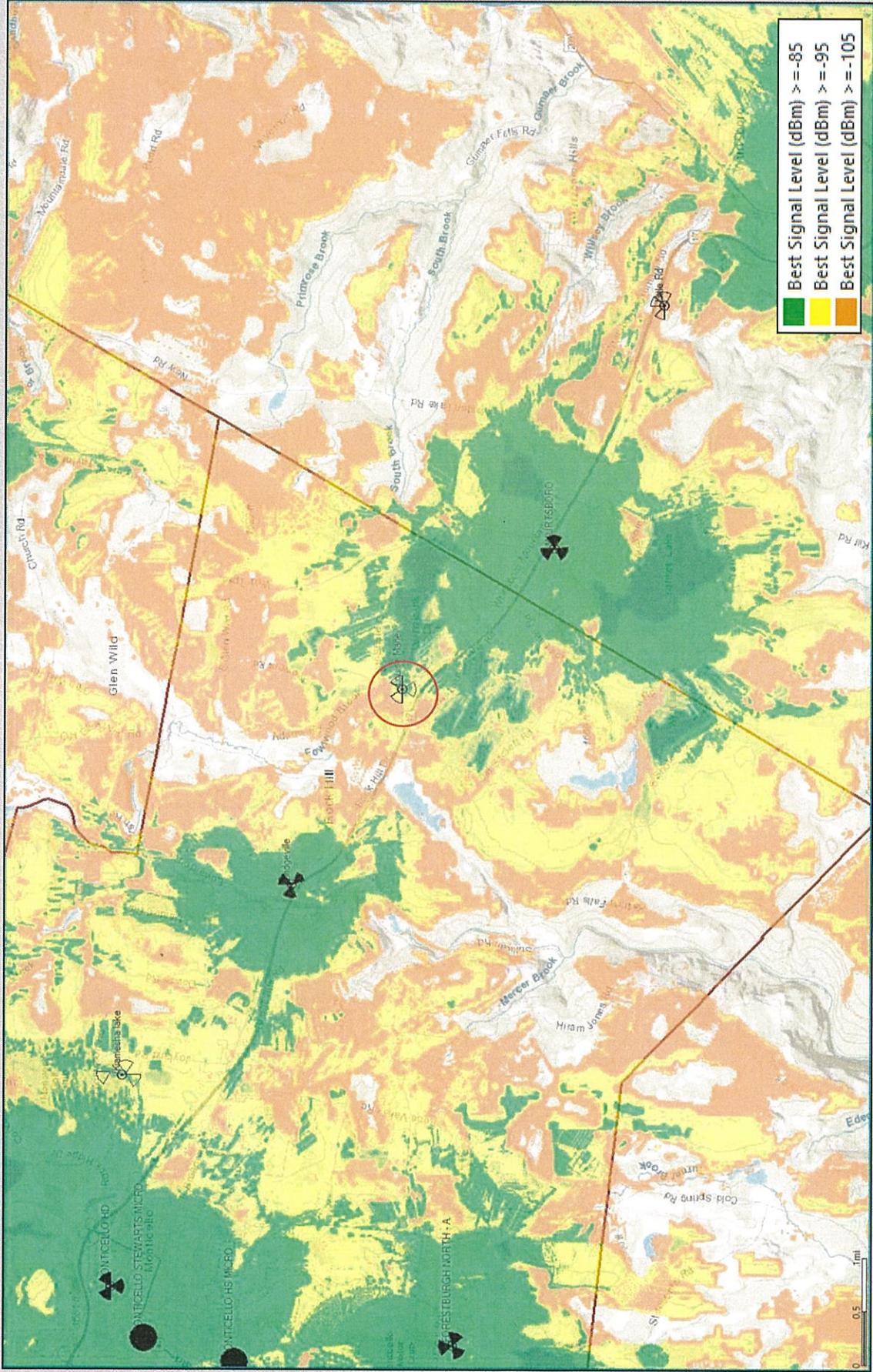
The map above adds the footprint of the proposed Louise Marie site in green. The green best server footprint provides improved coverage and capacity throughout the identified significant gap area. This will help to resolve the coverage and capacity issues impacting the Wurtsboro Gamma and Monticello Alpha sectors.



Note: Although Forestburgh North is not yet on air, it is shown as on air for these plots.

Existing 700MHz Coverage

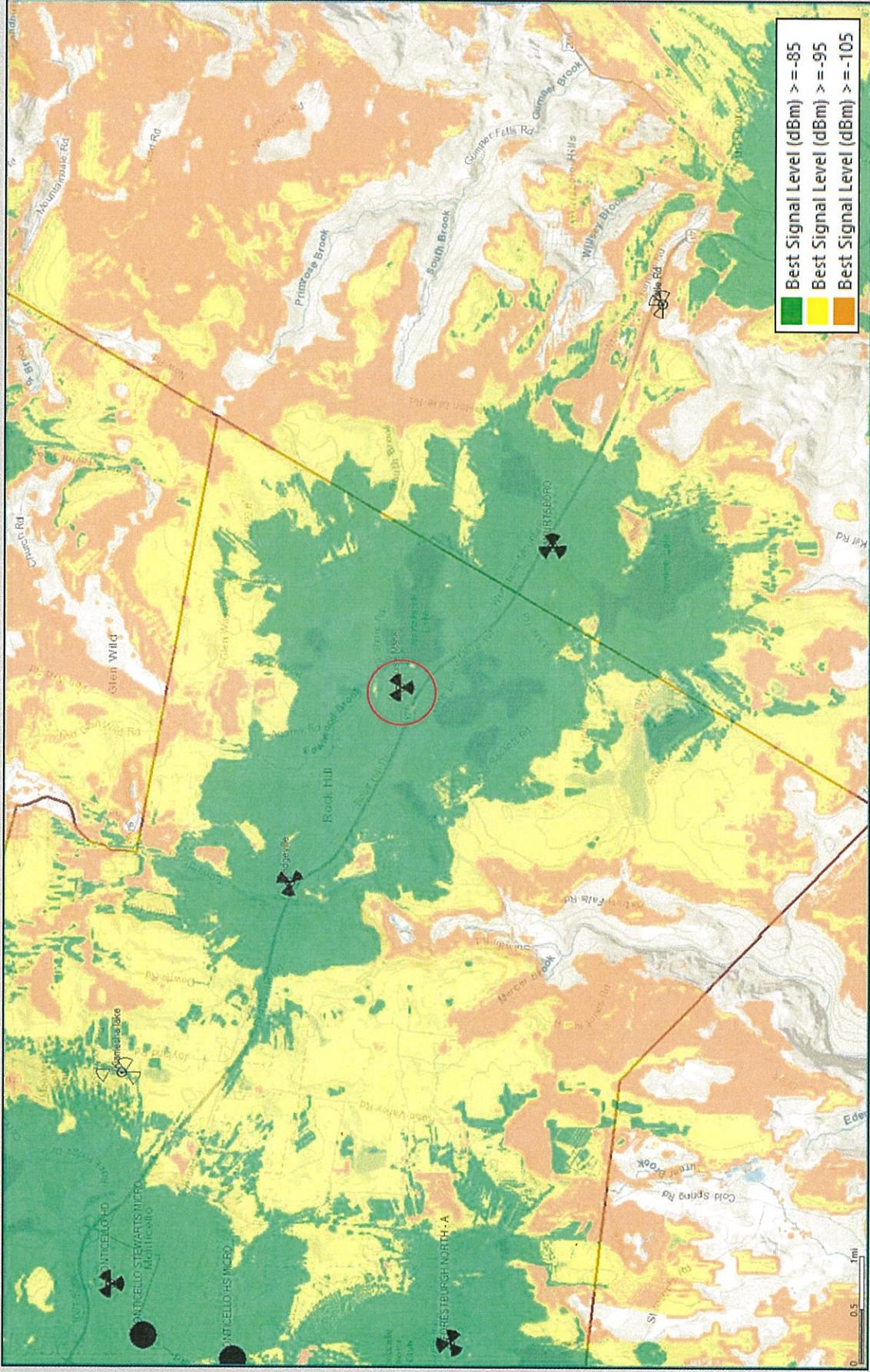
This coverage map shows how weak the RF conditions are in and around the Louise Marie site area. Refer to slide 12 for further explanation of these color thresholds



Note: Although Forestburgh North is not yet on air, it is shown as on air for these plots.

Proposed 700MHz Coverage

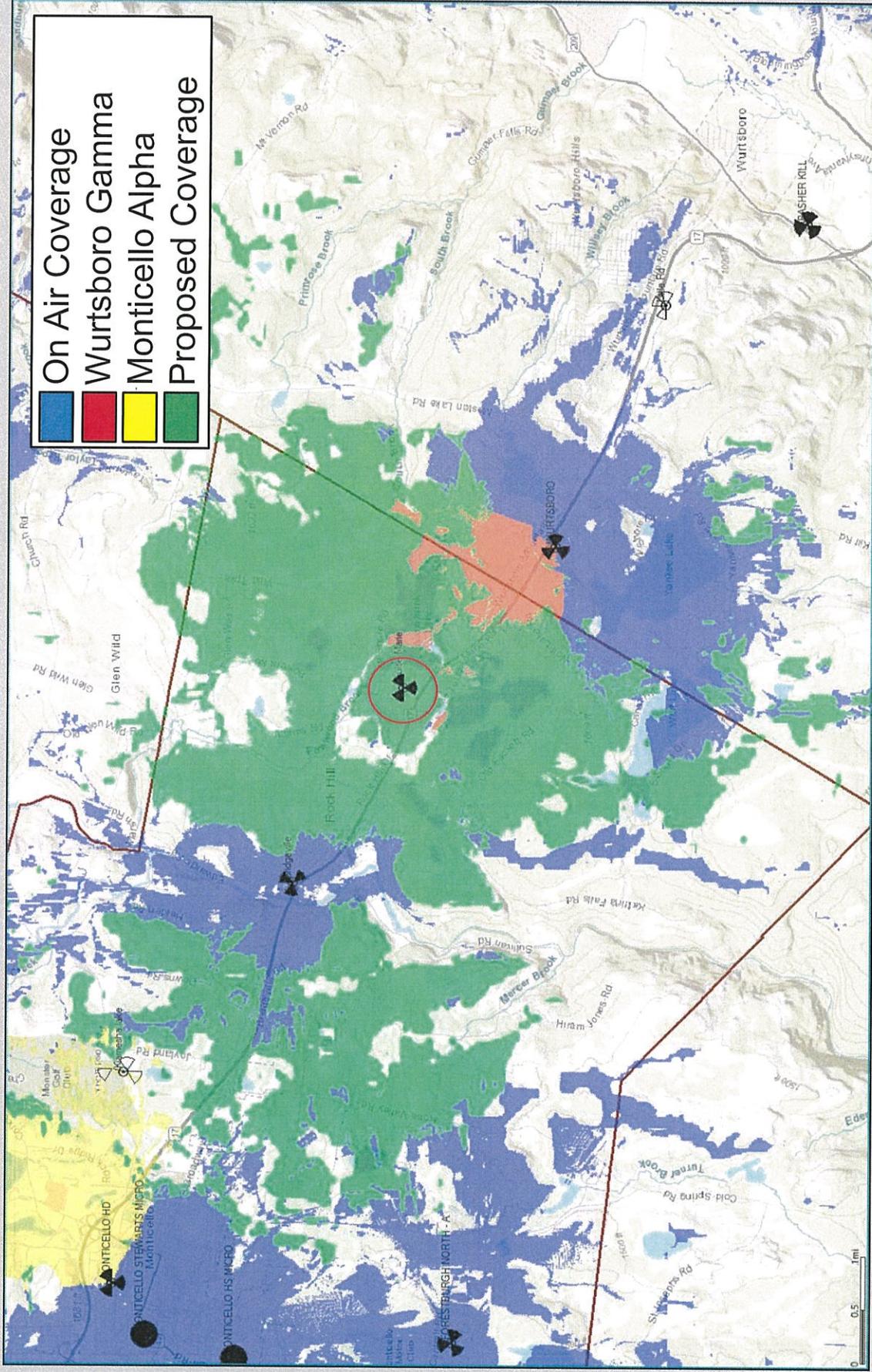
This coverage map shows how improved the RF conditions will be in and around the Louise Marie site area (at 180' ACL). Refer to slide 12 for further explanation of these color thresholds



Note: Although Forestburgh North is not yet on air, it is shown as on air for these plots.

Proposed 2100MHz Best Server -105dBm RSRP

Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area (at 180' ACL).



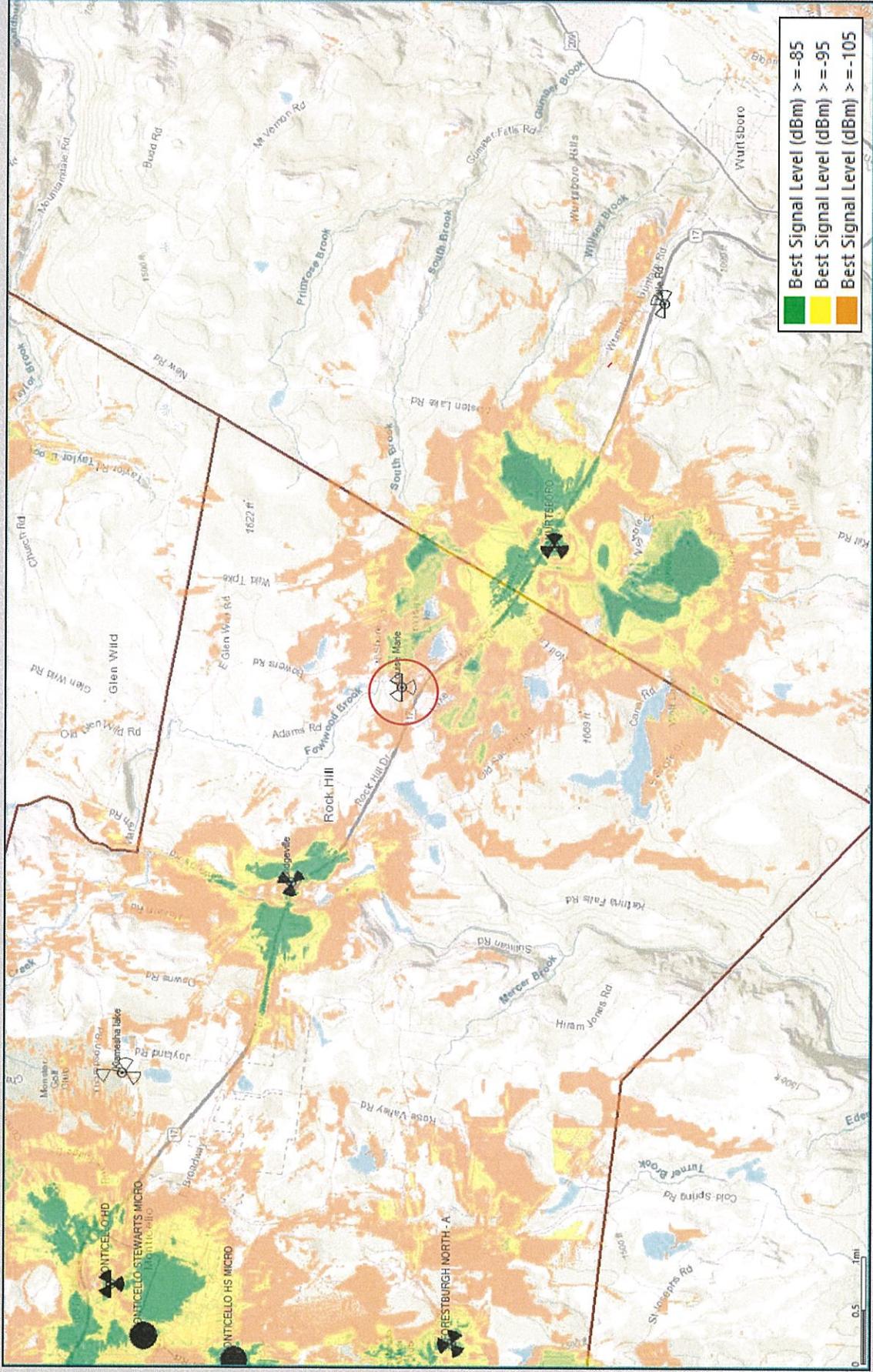
The map above adds the footprint of the proposed Louise Marie site in green. The green best server footprint provides improved coverage and capacity throughout the identified significant gap area. This will help to resolve the coverage and capacity issues impacting the Wurtsboro Gamma and Monticello Alpha sectors.



Note: Although Forestburgh North is not yet on air, it is shown as on air for these plots.

Existing 2100MHz Coverage

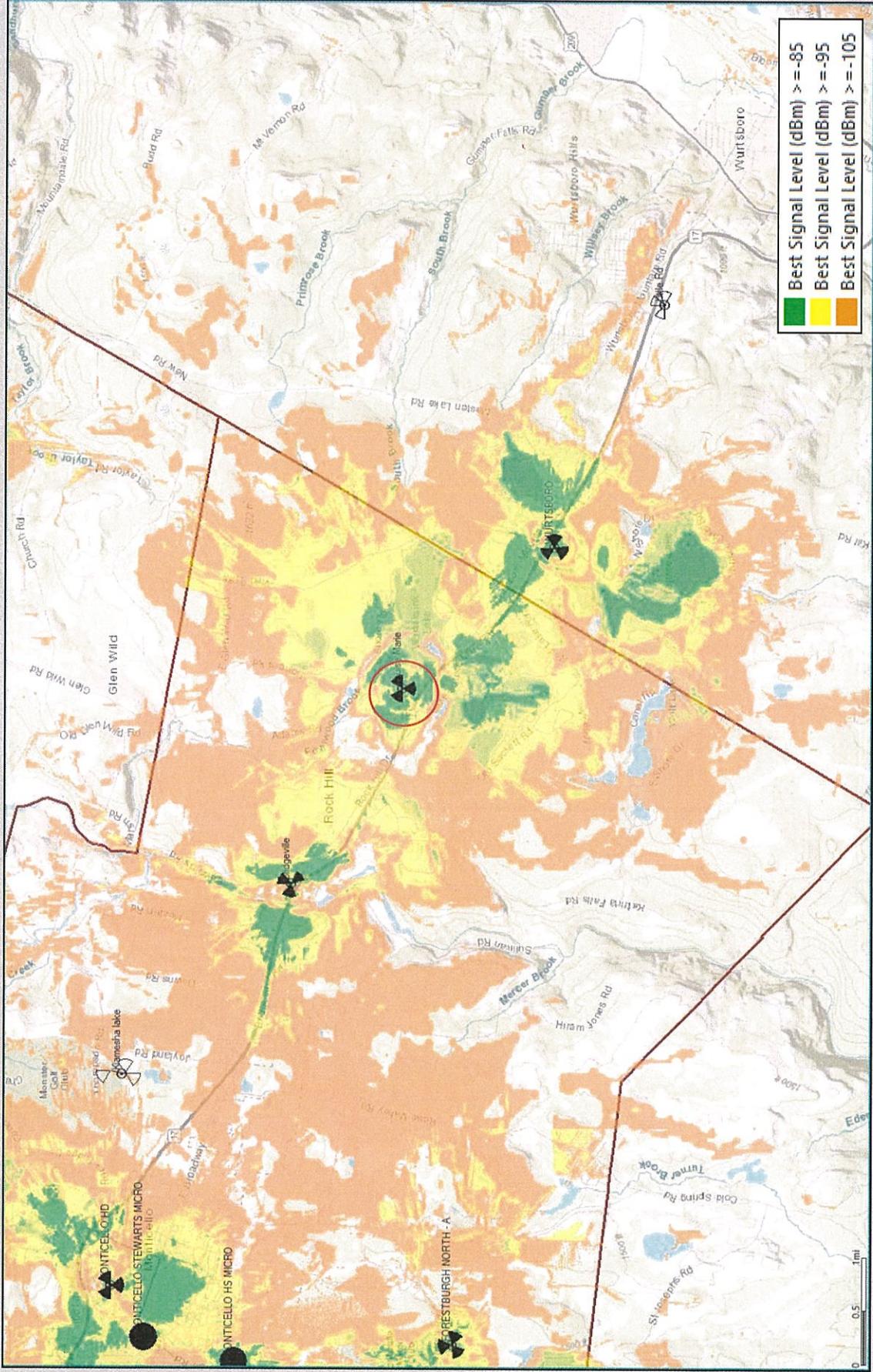
This coverage map shows how weak the RF conditions are in and around the Louise Marie site area. Refer to slide 12 for further explanation of these color thresholds



Note: Although Forestburgh North is not yet on air, it is shown as on air for these plots.

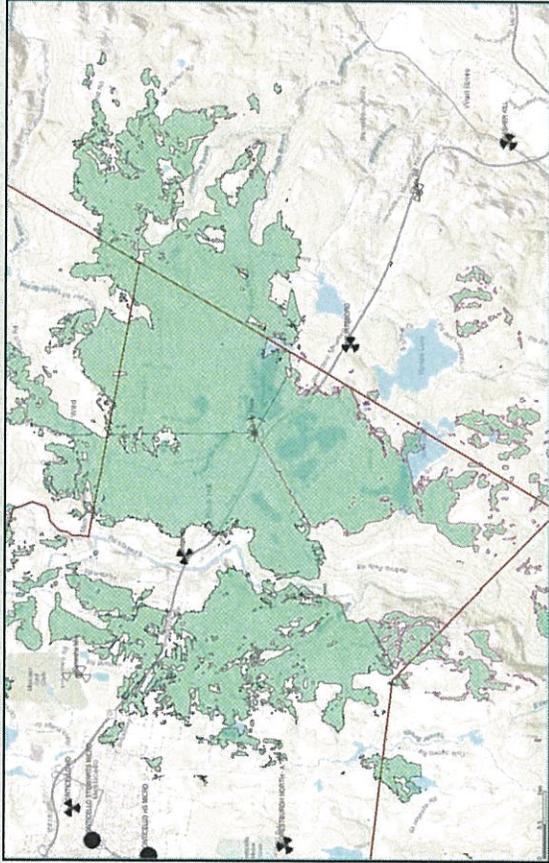
Proposed 2100MHz Coverage

This coverage map shows how improved the RF conditions will be in and around the Louise Marie site area (at 180' ACL). Refer to slide 12 for further explanation of these color thresholds



Note: Although Forestburgh North is not yet on air, it is shown as on air for these plots.

RF Justification Summary



The proposed site at 180' ACL resolves the substantial and significant gap in coverage and capacity impacting the Louise Marie area. This gap is shown above within the green shaded area.

The network was analyzed to determine whether there is sufficient **RF coverage and capacity** in the town of Thompson. It was determined that there are significant gaps in adequate LTE service for Verizon Wireless in the 700, 2100 and 1900MHz frequency bands. In addition to the coverage deficiencies, Verizon Wireless' network does not have sufficient capacity (low band or high band) to handle the existing and projected LTE voice and data traffic in the area near and neighboring the proposed **Louise Marie** facility ("targeted service improvement area"). Based on the need for additional coverage and capacity while considering the topography and specific area requiring service, any further addition of capacity to distant existing sites does not remedy Verizon's significant gap in reliable service. Therefore, the proposed facility is also needed to provide "**capacity relief**" to the existing nearby Verizon Wireless sites, allowing the proposed facility and those neighboring sites to adequately serve the existing and projected capacity demand in this area.

With the existing network configuration there are significant gaps in service which restricts Verizon Wireless customers from originating, maintaining or receiving reliable calls and network access. It is our expert opinion that the proposed height will satisfy the coverage and capacity needs of Verizon Wireless and its subscribers in this portion of **Thompson** and the **Louise Marie** project area. The proposed location depicted herein satisfies the identified service gaps and is proposed at the minimum height necessary for adequate service.

Michael R. Crosby

Michael R. Crosby
Engineer IV – RF Design
Verizon Wireless

Supplemental: Alternative Candidates

Several candidates were considered throughout the process of developing the Louise Marie ring including:

- A. 41.624408°, -74.586462° (Roof top) this was RF Rejected due to inadequate coverage, too low
- B. 41.623233°, -74.586631° (Water tank) RF Rejected due to inadequate coverage, too low
- **C.* 41.620629°, -74.580232° (NEW TOWER) RF Approved at 180' ACL**
- D.* 41.624061°, -74.584990° (NEW TOWER) RF Approved, LL not interested
- E.* 41.616981°, -74.579803° (NEW TOWER) RF Approved as backup candidate, LL still developing property
- F.* 41.618270°, -74.587171°, (NEW TOWER) RF Rejected due to inadequate coverage, too low
- G.* 41.618630°, -74.584753°, (NEW TOWER), RF Approved, LL not interested

Starred (*) candidates above would require the construction of a new tower structure at each location.

- Candidate C is the RF Approved candidate, there is a willing LL and the site is constructible as designed.

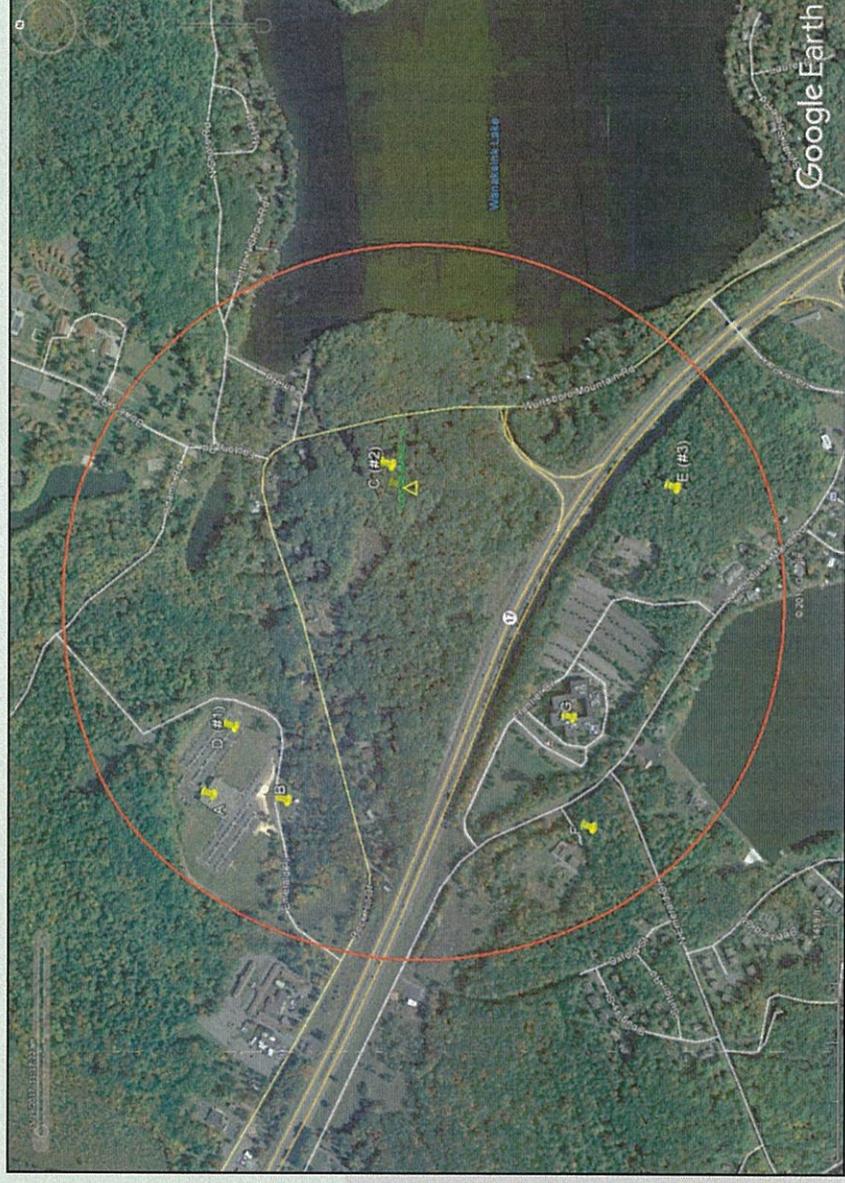


EXHIBIT G

**CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS**

SITE SELECTION ANALYSIS

VZW SITE: LOUISE MARIE

**Wurtsboro Mountain Road
Town of Thompson
Sullivan County**

JANUARY 18TH, 2019

SITE SELECTION ANALYSIS

Airosmith Development submits this analysis in association with the proposed "Louise Marie" wireless telecommunications facility. As proposed, there are plans to install and operate a new wireless telecommunications facility, including associated antennas, equipment and related appurtenances, on property owned by Calcam Associates, Inc., located off of Wurtsboro Mountain Road, in the Town of Thompson, Sullivan County, NY. The tower will be located on the vacant heavily treed parcel along the south westerly property boundary. This facility (known internally as "Louise Marie") is specifically designed to address a significant coverage gap and improve network capacity within the Verizon network that is described in the corresponding Engineering Necessity Case submitted with the Application.

Once Verizon Wireless determines that a particular geographic area cannot be adequately served by the existing communications facilities in the surrounding network (i.e., coverage is deficient and/or calling capacity provided by existing neighboring facilities is reaching upper limits), a new wireless facility "search area" is developed. The "search area" is created by a qualified in-house Radio Frequency (RF) engineer and is a definitive geographic area where a cell site needs to be located in order to satisfy a site's coverage and/or capacity objectives. The search area for the proposed Louise Marie facility is provided in the aerial map below, where the red polygon is the search ring and the yellow dots are the candidates that were evaluated.



Figure 1 - Louise Marie Search Ring Area

Candidates Summary

The Louise Marie search area was analyzed to determine potential locations for the proposed facility. In arriving at its decision to place a communications facility at the Calcam Associates property off of Wurtsboro Mountain Road, Airosmith completed a thorough analysis of the search area. An effort was made to identify potential locations that would be both technically appropriate and sensible from a zoning and land use perspective.

Not all locations within a search area will provide adequate and safe coverage within the network, and a computer model must be used to analyze each prospective site to determine if it meets the applicable coverage objectives.

Candidates:

- A. 61 Emerald Place – Emerald Corporate Center (Tax Map Parcel No. 35.-1-9.3)** – This parcel hosts a 55' +/- tall 4 story building. Verizon Wireless evaluated placing the antennas and all related equipment on this rooftop. This location was not acceptable to RF due to inadequate coverage for being too low in height. This rooftop location would not meet the RF criteria.

- B. Town of Thompson Water tank on Emerald Corporate Center property (Tax Map Parcel No. 35.-1-9.6)** – This parcel hosts a 40' +/- tall water tank. Verizon Wireless evaluated placing the antennas on top of the water tank. This location was not acceptable to RF due to inadequate coverage for being too low in height. This water tank collocation opportunity would not meet the RF criteria.
- C. Calcam Associates, Inc. (Tax Map Parcel No. 35.-1-34)** – This parcel is vacant and contains a large amount of dense mature vegetation. The lower portion of the proposed facility would not be visible and is well hidden being that the parcel is heavily covered with dense mature vegetation. The elevation of the Calcam Associates, Inc. property is some of the highest ground elevation in the area being at 1588' AMSL. From an RF perspective, the Calcam Associates, Inc. property is located on a relatively high elevation ridgeline from which the antennas are able to maintain radio-line-of-site across the majority of the targeted coverage improvement area, and as a result satisfied RF coverage and capacity objectives for this site. We were also able to come to an agreement with the landowner and have a lease agreement in place. The tower will be designed to accommodate future shared use as well. Since this property offers several advantageous features, the Calcam Associates, Inc. property was selected as the targeted property for the proposed Louise Marie facility.
- D. 61 Emerald Place – Emerald Corporate Center (Tax Map Parcel No. 35.-1-9.3)** - This is the same parcel that was considered as Candidate A. This candidate was investigated to place a new tower in the parking lot of this parcel. Due to a lack of landowner interest, this candidate was removed from consideration.
- E. Emerald Green Lake Louise Marie Water Company (Tax Map Parcel No. 52.-1-2 and 52.-1-4)** – These two parcels are owned by a private water company, which futuristically would be developing a 60' +/- water tank on the property. Even though there might be a proposed 60' water tank built on this property, this location would be proposing a new tower. A 60' water tank is not tall enough to work within the network. This candidate was nonetheless evaluated as a potential backup candidate to the proposed Calcam Associates site.
- F. Town of Thompson Sewer District (Tax Map Parcel No. 52.-1-13.31)** – This parcel hosts the Town of Thompson's sewer plant off of Lake Louise Marie Road. When RF evaluated this property, the elevation was too low and therefore not the best suited candidate in this area. This location was not acceptable to RF due to inadequate coverage for being too low in elevation.
- G. Sullivan County Industrial Development (Tax Map Parcel No. 52.-1-1.3)** - Sullivan County Industrial Development property owned by NYS is a rather large 30 acre parcel within the Search Area. RF approved that a new tower would work from an RF perspective. However, when inquiring about the possibility of leasing space for the proposed wireless facility, IDA representatives expressed upfront that they were not interested in leasing property. Since a land lease deal could not be reached with the IDA, this candidate was removed from consideration.

Conclusion

Based upon a thorough review of the Louise Marie search area, it has been determined that there are no existing towers or other tall structures in or near the search area that can be used

to provide an adequate and safe level of service to the targeted Louise Marie area; hence other alternative candidates needed to be investigated.

A complete comprehensive evaluation was completed of the Louise Marie search area in an effort to identify suitable candidates for its proposed communications facility. In completing this work, the Calcam Associates, Inc. site is the most appropriate site for the proposed wireless telecommunications facility, and that no reasonable alternative sites exist for the proposed facility. Calcam Associates parcel is well-screened, located in an isolated portion of the heavily treed parcel and is the most appropriate location for the proposed facility. A facility at this location will meet the required coverage objectives. Upon completion, the wireless telecommunications facility will enhance the public welfare by providing government, businesses and individuals with a modern, more efficient system of communications for police, fire and other emergency or non-emergency use.

Prepared by:

Sara Colman

Sara Colman
Real Estate Specialist
Airosmith Development
32 Clinton St.
Saratoga Springs, NY 12866

EXHIBIT H

**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: Tarpon Towers II, LLC - NY1137 Louise Marie - Unmanned Wireless Communications Facility		
Project Location (describe, and attach a general location map): Wurtsboro Mountain Road, Town of Thompson, Sullivan County, New York 12775		
Brief Description of Proposed Action (include purpose or need): Tarpon Towers II, LLC proposes the installation of an unmanned wireless communications facility located on the existing property. Said property being located approximately 900 feet south of the intersection of Wurtsboro Mountain Road and Factory Road. Access to the proposed facility will originate from Wurtsboro Mountain Road utilizing a proposed gravel access road. In general, the installation will consist of the following: a 184' tall self-support tower (188' including 4' lightning rod), twelve (12) antenna and related equipment to be mounted to the self-support tower at a center-line height of 180', a concrete equipment pad, and all related coaxial cabling and utility services (power and telephone). All equipment is to be located inside a proposed 75'x75' fenced lease area.		
Name of Applicant/Sponsor: Tarpon Towers II, LLC	Telephone: (941) 400-2202	E-Mail: BBuggeIn@TarponTowers.com
Address: 1001 3rd Avenue West, Suite 420		
City/PO: Bradenton	State: FL	Zip Code: 34205
Project Contact (if not same as sponsor; give name and title/role): Jared C. Lusk, Esq.	Telephone: (585) 263-1000	E-Mail: JLusk@NixonPeabody.com
Address: 1300 Clinton Square		
City/PO: Rochester	State: NY	Zip Code: 14604
Property Owner (if not same as sponsor): Calcam Associates	Telephone:	E-Mail:
Address: P.O. Box 1267		
City/PO: Monticello	State: NY	Zip Code: 12701

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Special Use Permit, Site Plan Approval	January 2019
c. City, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Building Permit	TBD
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part I 	
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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): <u>NYS Major Basins: Upper Delaware</u> _____ _____ _____	
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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s): _____ _____ _____	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
HC-2 - Highway Commercial -2

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Monticello School District

b. What police or other public protection forces serve the project site?
Monticello Village Police Department

c. Which fire protection and emergency medical services serve the project site?
Rock Hill Fire Department

d. What parks serve the project site?
Wolf Brook Multiple Use Area

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Unmanned Wireless Communications Facility

b. a. Total acreage of the site of the proposed action? _____ 5.83 acres
 b. Total acreage to be physically disturbed? _____ 0.6 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.27 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ 3 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____ 1

ii. Dimensions (in feet) of largest proposed structure: 188' TWR height; _____ N/A width; and _____ N/A length

iii. Approximate extent of building space to be heated or cooled: _____ 0 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

• acres of aquatic vegetation proposed to be removed: _____

• expected acreage of aquatic vegetation remaining after project completion: _____

• purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

• proposed method of plant removal: _____

• if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

• Name of district or service area: _____

• Does the existing public water supply have capacity to serve the proposal? Yes No

• Is the project site in the existing district? Yes No

• Is expansion of the district needed? Yes No

• Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

• Describe extensions or capacity expansions proposed to serve this project: _____

• Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If, Yes:

• Applicant/sponsor for new district: _____

• Date application submitted or anticipated: _____

• Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

• Name of wastewater treatment plant to be used: _____

• Name of district: _____

• Does the existing wastewater treatment plant have capacity to serve the project? Yes No

• Is the project site in the existing district? Yes No

• Is expansion of the district needed? Yes No

Yes No
 Yes No

• Do existing sewer lines serve the project site?
 • Will a line extension within an existing district be necessary to serve the project?
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

 vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 Construction Equipment
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 N/A
 iii. 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, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
Minimal increase in electrical power usage as necessary to operate the facility.

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
Local Utility _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8-5 _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 Hours _____ • Saturday: _____ 24 Hours _____ • Sunday: _____ 24 Hours _____ • Holidays: _____ 24 Hours _____
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:
During construction, noise associated with the operation of construction equipment, once construction of the proposed facility is complete, the on-site generator will be the only contributing factor to noise levels.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
One (1) switch operated LED light fixtures attached to the equipment backboard, designed to illuminate the area in and around the equipment pad.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.0	0.27	+0.27
• Forested	5.83	5.56	-0.60
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.0	0.33	+0.33
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:
Nana's House Child Care Center (16 Frontier Dr., Rock Hill, NY 12775)

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 1-2.5 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ 9 %

c. Predominant soil type(s) present on project site: WIC - Wellsboro & Wurtsboro Soils _____ 100 %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ <2.5 feet

e. Drainage status of project site soils: Well Drained: _____ 0 % of site
 Moderately Well Drained: _____ 100 % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 7 % of site
 10-15%: _____ 93 % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Fowlwood Brook Classification B
- Lakes or Ponds: Name Wanaksink Lake Classification B
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Deer</td> <td style="width: 33%; border-bottom: 1px solid black;">Squirrels</td> <td style="width: 33%; border-bottom: 1px solid black;">Skunks</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Rabbits</td> <td style="border-bottom: 1px solid black;">Opossums</td> <td style="border-bottom: 1px solid black;">Foxes</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Birds</td> <td style="border-bottom: 1px solid black;">Raccoons</td> <td style="border-bottom: 1px solid black;">Chipmunks</td> </tr> </table>	Deer	Squirrels	Skunks	Rabbits	Opossums	Foxes	Birds	Raccoons	Chipmunks	
Deer	Squirrels	Skunks								
Rabbits	Opossums	Foxes								
Birds	Raccoons	Chipmunks								
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
If Yes:										
<i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____										
<i>ii.</i> Source(s) of description or evaluation: _____										
<i>iii.</i> Extent of community/habitat:										
<ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 										
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
If Yes:										
<i>i.</i> Species and listing (endangered or threatened): _____										

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
If Yes:										
<i>i.</i> Species and listing: _____										

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
If yes, give a brief description of how the proposed action may affect that use: _____										

E.3. Designated Public Resources On or Near Project Site										
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
If Yes, provide county plus district name/number: _____										
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
<i>i.</i> If Yes: acreage(s) on project site? _____										
<i>ii.</i> Source(s) of soil rating(s): _____										
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
If Yes:										
<i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature										
<i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____										

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
If Yes:										
<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 Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? If Yes:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>i.</i> Describe possible resource(s): _____ <i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>i.</i> Identify resource: <u>Holiday Mountain Ski Area, Wolf Brook State Multiple Use Area, Mullet Brook Trail</u> <i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Municipal Recreation, State Recreation, DEC Trail</u> <i>iii.</i> Distance between project and resource: <u>1.25, 2.5, 2.5</u> miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>i.</i> Identify the name of the river and its designation: _____ <i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 Phil Cocca Date 1/10/2019

Signature  Title Visual Resource Coordinator

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

Agency Use Only [If applicable]

Project : _____

Date : _____

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	<input type="checkbox"/> NO	<input type="checkbox"/> YES	
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
	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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. 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) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater
The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
(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.

	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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding
The proposed action may result in development on lands subject to flooding. NO YES
(See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

	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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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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) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> 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: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. 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 D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>

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	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
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: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

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.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> 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.	<input type="checkbox"/>	<input type="checkbox"/>
b.	The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
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	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e.	The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	<input type="checkbox"/>	<input type="checkbox"/>
f.	There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	<input type="checkbox"/>	<input type="checkbox"/>
g.	Other impacts: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f, and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> 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 or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
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: _____	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may 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	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>

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.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> 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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> 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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i>			
	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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i>		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	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.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
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.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
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.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may 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	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
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, E1b	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. <input type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large 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	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

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 Unlisted 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 the _____ as 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.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: <http://www.dec.ny.gov/enb/enb.html>

EXHIBIT I

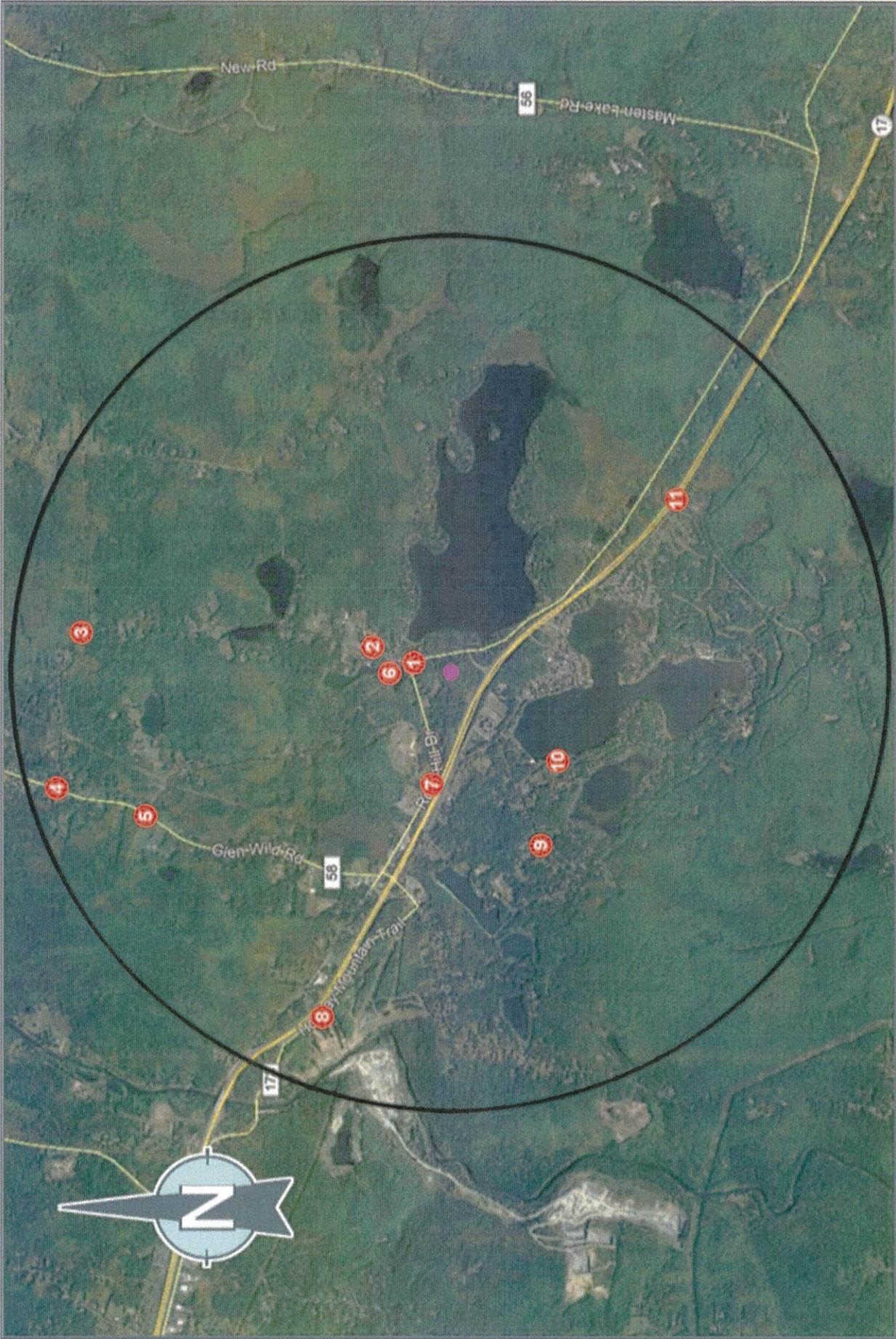


PHOTO
LOG
9684.02

NY1137 - Louise Marie
Wurstboro Mountain Road
Thompson, New York 12775



Looking south from the intersection of Rockhill Drive & Factory Road.
Proposed installation will not be visible from this location.

Distance from the photographic location to the proposed site is 1,150'±



Looking south from Iroquois Springs on Bowers Road.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 1,850'±

P-2

9684.02



Looking south from Iroquois Springs on Bowers Road.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 1,850'±

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

P-2

9684.02



Looking south from the intersection of Bowers Road & East Glen Wild Road.
Proposed installation will not be visible from this location.

Distance from the photographic location to the proposed site is 9,050'±



Looking south from the intersection of Glenwild Road & East Glenwild Road.
Proposed installation will not be visible from this location.

Distance from the photographic location to the proposed site is 9,800'±



Looking southeast from the intersection of Glenwild Road & Adams Road.
Proposed installation will not be visible from this location.

Distance from the photographic location to the proposed site is 8,050'±

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

P-5

9684.02



Looking south from 316 Adams Road.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 1,550'±



Looking south from 316 Adams Road.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 1,550'±



Looking east from the intersection of Rock Hill Drive & Emerald Place.
Proposed installation will not be visible from this location.

Distance from the photographic location to the proposed site is 2,900'±



Looking east from Holiday Mountain Trail near the Holiday Mountain Ski Area.
Proposed installation will not be visible from this location.

Distance from the photographic location to the proposed site is 8,850'±



Looking northeast from the intersection of Bristol Circle & North Emerald Drive.
Proposed installation will not be visible from this location.

Distance from the photographic location to the proposed site is 4,800'±



Looking northeast from the intersection of Lake Shore Drive & Lake View Court.
Proposed installation will not be visible from this location.

Distance from the photographic location to the proposed site is 3,100'±



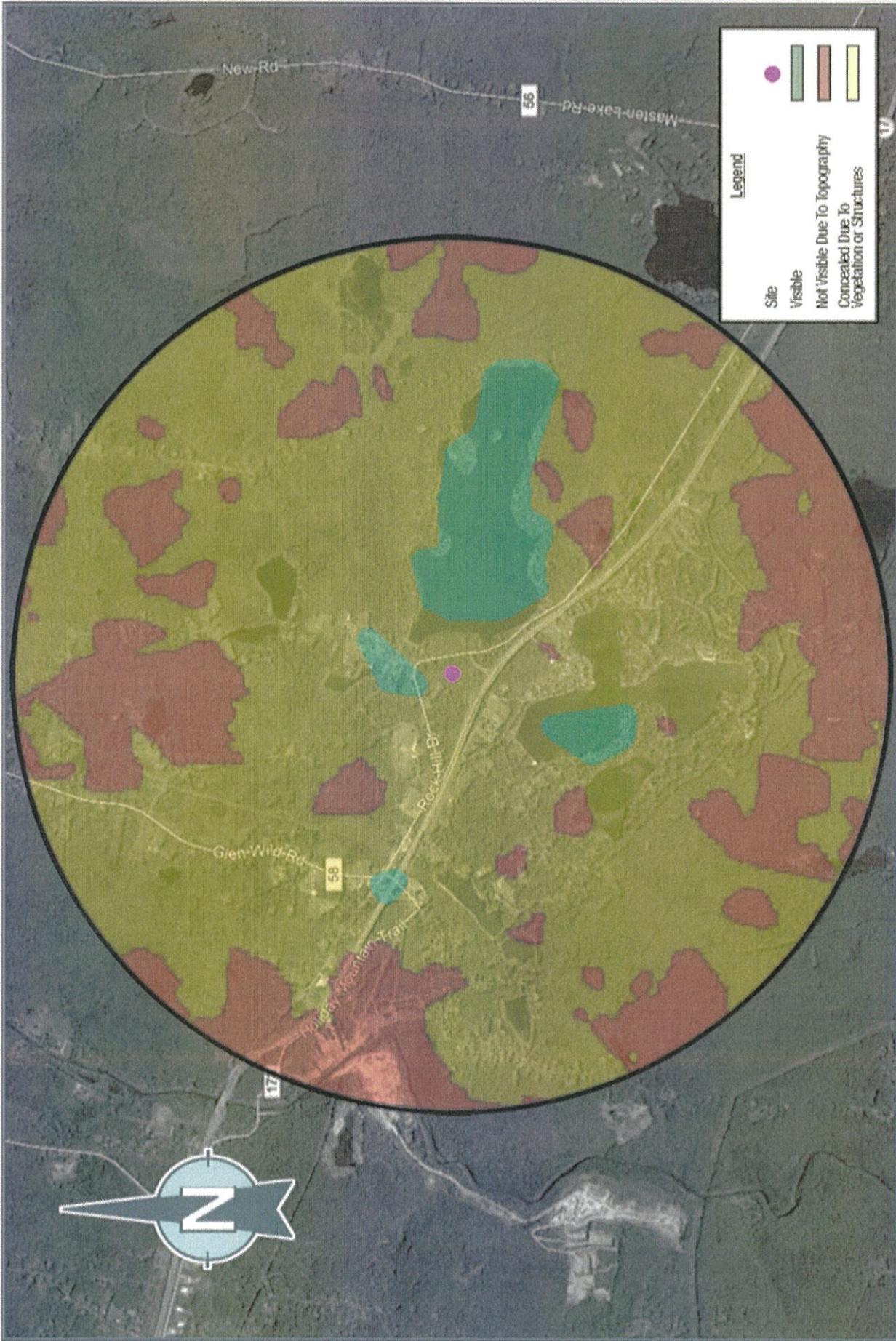
Looking northwest from the intersection of Wolf Lake Road & NYS Route-17.
Proposed installation will not be visible from this location.

Distance from the photographic location to the proposed site is 4,950'±

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

P-11

9884.02



**NY1137 - Louise Marie
Wurstboro Mountain Road
Thompson, New York 12775**

**VIEWSHED
MAP**
9684.02

EXHIBIT J

SITE NAME: Louise Marie
SITE NUMBER:
ATTY/DATE: NP/October 2018

OPTION AND LAND LEASE AGREEMENT

This Agreement ("Agreement"), made this ____ day of _____, 2018, between **CALCAM ASSOCIATES, INC.**, with its principal offices located at 390 Broadway, P.O. Box 1267, Monticello, New York 12701, 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. LESSOR and 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 No Number Wurtsboro Mountain Road, Town of Thompson, Sullivan County, State of New York, as shown on the Tax Map of the Town of Thompson as a 5.83 acre parcel with Tax Map Number 35-1-34, and as further described in Liber 1373 of Deeds at Page 37 as recorded in the Office of the Clerk of Sullivan 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 including certain land space (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, Wurtsboro Mountain 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 parties acknowledge and agree that Exhibit "A" is comprised of two sheets, each showing an alternate Premises location, either of which are acceptable to both parties. The final Premises location will be determined by LESSEE in coordination with its municipal zoning approval from the Town of Thompson. LESSEE shall inform LESSOR of the final location and thereafter Exhibit "A" will be modified to show only the final Premises location, without the need for an amendment hereto.

NOW THEREFORE, in consideration of the sum of [REDACTED] 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 ninety (90) 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

SITE NAME: Louise Marie
SITE NUMBER:
ATTY/DATE: NP/October 2018

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 [REDACTED] 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 Sullivan 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:

SITE NAME: Louise Marie
SITE NUMBER:
ATTY/DATE: NP/October 2018

LAND LEASE AGREEMENT

This Agreement ("Agreement"), made this ____ day of _____, 2018, between **CALCAM ASSOCIATES, INC.**, with its principal offices located at 390 Broadway, P.O. Box 1267, Monticello, New York 12701, 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".

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at No Number Wurtsboro Mountain Road, Town of Thompson, Sullivan County, State of New York, including certain land space (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, Wurtsboro Mountain 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 Thompson as a 5.83 acre parcel with Tax Map Number 35-1-34, and is further described in Liber 1373 of Deeds at Page 37 as recorded in the Office of the Clerk of Sullivan County.

The parties acknowledge and agree that Exhibit "A" is comprised of two sheets, each showing an alternate Premises location, either of which are acceptable to both parties. The final Premises location will be determined by LESSEE in coordination with its municipal zoning approval from the Town of Thompson. LESSEE shall inform LESSOR of the final location and thereafter Exhibit "A" will be modified to show only the final Premises location, without the need for an amendment hereto.

In the event any public utility is unable to use the Rights of Way, LESSOR shall grant an additional right of way either to LESSEE or to the public utility at no cost to LESSEE or the public utility. LESSOR agrees to grant LESSEE, Verizon New York, Inc., Niagara Mohawk Power Corporation, d/b/a National Grid, or any other local utility or fiber provider ("Utility") as may be required the right, utilizing the Utility's standard form agreement, 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), at no cost to LESSEE or Utility. Said rights to Niagara Mohawk Power Corporation, d/b/a National Grid to be as set forth on an exhibit, attached hereto and made a part hereof. The easement sketch shall be provided by Utility once LESSEE has applied for electric service.

2. **SURVEY.** 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

SITE NAME: Louise Marie
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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. Any such site plan previously approved by LESSOR which is materially changed as part of any site plan approval process of the Town of Thompson Planning Board shall be resubmitted to LESSOR for approval of the material change(s), such approval not to be unreasonably withheld or delayed.

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 [REDACTED] to be 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. As of each anniversary of the Commencement Date during the initial term, annual rent shall increase by 2%.

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.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "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.

SITE NAME: Louise Marie
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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.

c. LESSEE agrees to furnish and install separate electrical service (inclusive 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 sub-meter 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. EXTENSIONS. 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. EXTENSION RENTALS. During each such five (5) year extension term, as of each anniversary of the Commencement Date, annual rent shall increase by 2%.

6. ADDITIONAL EXTENSIONS. 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

SITE NAME: Louise Marie
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ATTY/DATE: NP/October 2018

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. During each such five (5) year additional extension term, as of each anniversary of the Commencement Date, annual rent shall increase by 2%. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real 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 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, whether assessed during the Term or afterward. 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. Should LESSOR subdivide the Property so that the Premises become a separate tax parcel, LESSEE shall be responsible for payment of real property taxes on the Premises in full, and LESSEE shall timely pay such taxes to the appropriate tax collector. 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. LESSEE shall be responsible for any interest, late charges or the like which may accrue during the challenge period if LESSEE's challenge does not prevail. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income or any other taxes in connection with the Property. 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. 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 pay any penalties or late fees accrued due to the failure of LESSOR to provide notice as stated above. LESSEE must notify the appropriate taxing authority as soon as practical after LESSEE's installation at the Premises has been removed in accordance with this Agreement. If any portion of this Paragraph 7 requires performance subsequent to the termination or expiration of this Agreement, such portion shall survive such termination or expiration.

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

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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 LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to 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, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the 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 attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the 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. LESSOR 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. INDEMNIFICATION. 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 9, 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 [REDACTED] for injury to or death of one or more persons in any one occurrence and [REDACTED] 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 [REDACTED] per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million [REDACTED] of Employers Liability coverage.

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

c. LESSOR hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR agrees that at such time and in the future, and at its own cost and expense, it will maintain commercial general liability insurance with limits not less than [REDACTED] for injury to or death of one or more persons in any one occurrence and [REDACTED] for damage or destruction to property in any one occurrence; and in connection therewith LESSOR will include LESSEE as an additional insured and upon request, shall furnish proof of such insurance by providing LESSEE with a Certificate of Insurance.

11. LIMITATION OF LIABILITY. 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.

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12. ANNUAL TERMINATION. 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. INTERFERENCE. 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. REMOVAL AT END OF TERM. 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) (including footings to 3' below grade), 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. HOLDOVER. 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.

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16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term 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 person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of the interests of William J. Rieber, Jr. and/or Kevin M. Rieber (the "Riebers") in LESSOR and/or the Property as a result of the death of one or both of the Riebers, whether by will or intestate succession, or any conveyance to the Riebers' 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. RIGHTS UPON SALE. 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 transferee 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. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. 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. INTEGRATION. 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

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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. GOVERNING LAW. 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. Venue for any litigation involving this Agreement shall be any court of competent jurisdiction in Sullivan County.

22. ASSIGNMENT. 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. NOTICES. 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: **CALCAM ASSOCIATES, INC.**
 390 Broadway
 Monticello, New York 12701

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.

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

25. SUBORDINATION AND NON-DISTURBANCE. 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. RECORDING. 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. DEFAULT.

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

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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. REMEDIES. 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 date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate 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.

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29. ENVIRONMENTAL.

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 non-compliance 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. CASUALTY. 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

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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. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. 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. APPLICABLE LAWS. 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. SURVIVAL. 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. CAPTIONS. 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. TEMPORARY EASEMENT. LESSOR hereby grants LESSEE a temporary easement (the "Temporary Easement") to encumber a portion of the Property, all as shown on

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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.

37. MOST FAVORED LESSEE. Intentionally deleted.

38. SUBLETTING AND CO-LOCATION. LESSEE may sublease any portion of the Premises at 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. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Premises for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

a. In the event LESSEE subleases any portion of the Premises in accordance with this Agreement, Sublessee(s) shall pay [REDACTED] per month to LESSOR, which amount shall be subject to 2% annual increases during the term of the sublease. Any Sublessee shall be instructed to pay the foregoing amount directly to LESSOR. LESSEE shall not be responsible to LESSOR for the collection or payment of rents by the Sublessee to LESSOR, and LESSEE shall have no liability to LESSOR in the event of failure of payment by Sublessee. In this event: (i) LESSEE shall have no liability of any nature to LESSOR for failure to sublet all or any part of the Premises to any or all potential Sublessee(s); and (ii) at LESSOR's request, LESSEE will provide LESSOR with a tri-party agreement to be executed by the LESSEE, it's Sublessee, and LESSOR to confirm the direct payment obligation from the Sublessee to LESSOR and to indicate LESSOR has been notified of the sublease.

b. It is understood and agreed by the Parties that the foregoing rental amount shall only apply if LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Premises. If LESSEE is unable to accommodate any part of Sublessee's facilities within the Premises, then LESSOR may enter into an agreement with the Sublessee for a portion of the property that Sublessee requires to locate its facilities. In this event, LESSEE shall receive 100% of the rental for that portion of the facilities that are located within the limits of the Premises and LESSOR shall receive 100% of the rental, negotiated by LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the property outside LESSEE's Premises.

c. Notwithstanding any other provision of this Agreement, LESSEE shall not be required to obtain approval from LESSOR for the Subletting of the Premises or part thereof. LESSEE shall have the sole right to determine whether it will Sublet any portion of the Premises or whether it will sublease to any specific Sublessee.

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d. The rental provisions of this section shall not apply to any subletting for public emergency and/or safety systems purposes (i.e. police, ambulance and/or fire), that may be required or ordered by any governmental authority having jurisdiction over LESSEE or the Premises. LESSEE shall not be required to pay any amount to LESSOR in connection with the subletting for public emergency and/or safety system purposes that may be required or ordered by any governmental authority having jurisdiction. Notwithstanding any other provision of this Agreement, LESSEE shall not be required to obtain any approval from LESSOR for the subletting for public emergency and/or safety system purposes.

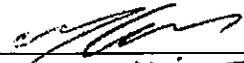
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SITE NAME: Louise Marie
SITE NUMBER:
ATTY/DATE: NP/Aug. 2018

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

LESSOR:

CALCAM ASSOCIATES, INC.

By: 
Printed Name: William J. Rieloff Jr
Its: President
Signature Date: 10-16-18

LESSEE:

CELLCO PARTNERSHIP

d/b/a Verizon Wireless

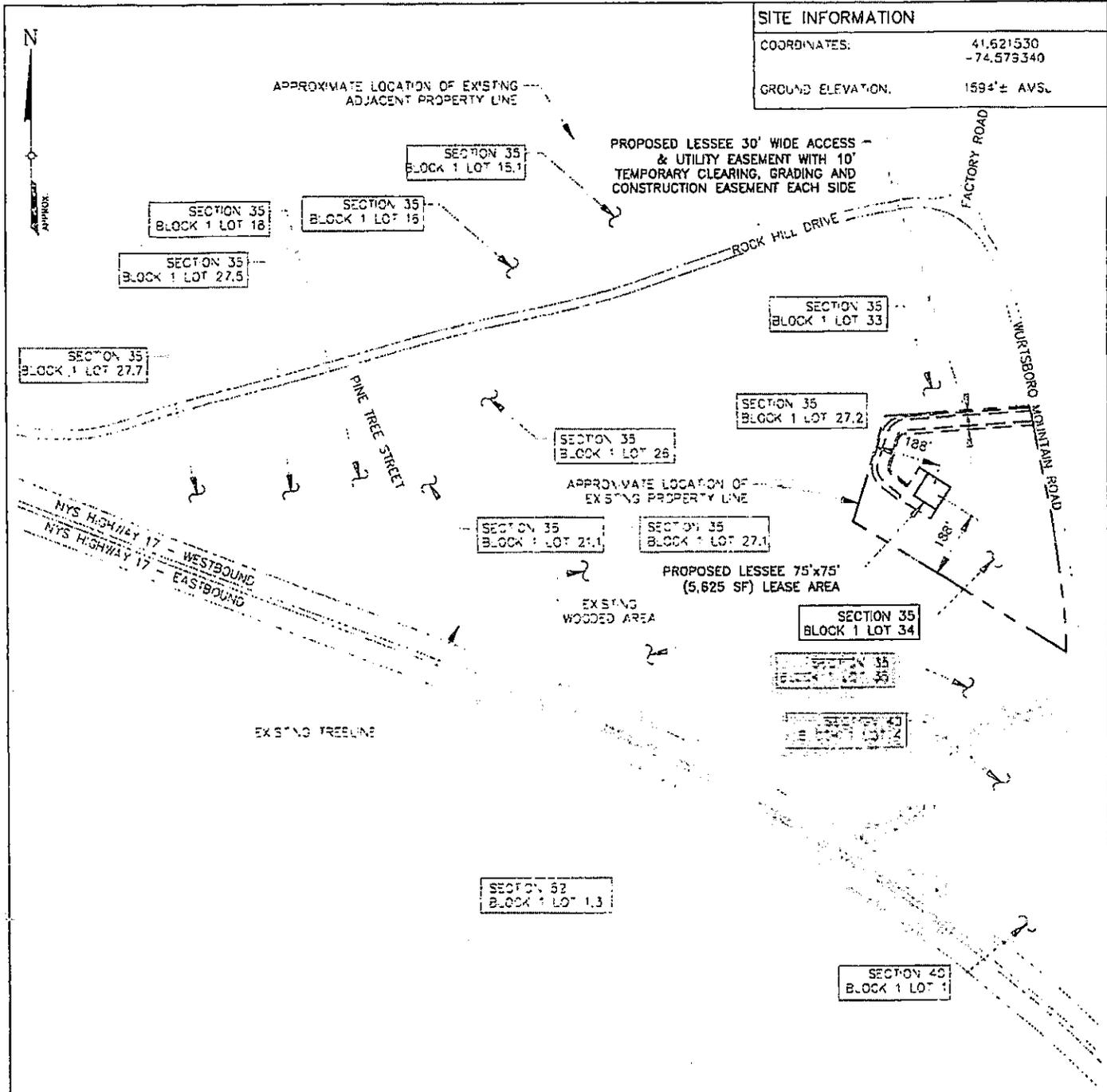
By: _____
Name: Richard Polatas
Title: Director Network Field Engineering
Signature Date: _____

SITE NAME: Louise Marie
SITE NUMBER:
ATTY/DATE: NP/Aug. 2018

Exhibit "A"

(Sketch of Premises within Property)

SITE INFORMATION	
COORDINATES:	41.621530 -74.679340
GROUND ELEVATION:	1594'± AVSL



NOTE

- THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
- FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.

PROPERTY PLAN
SCALE: 1" = 400'

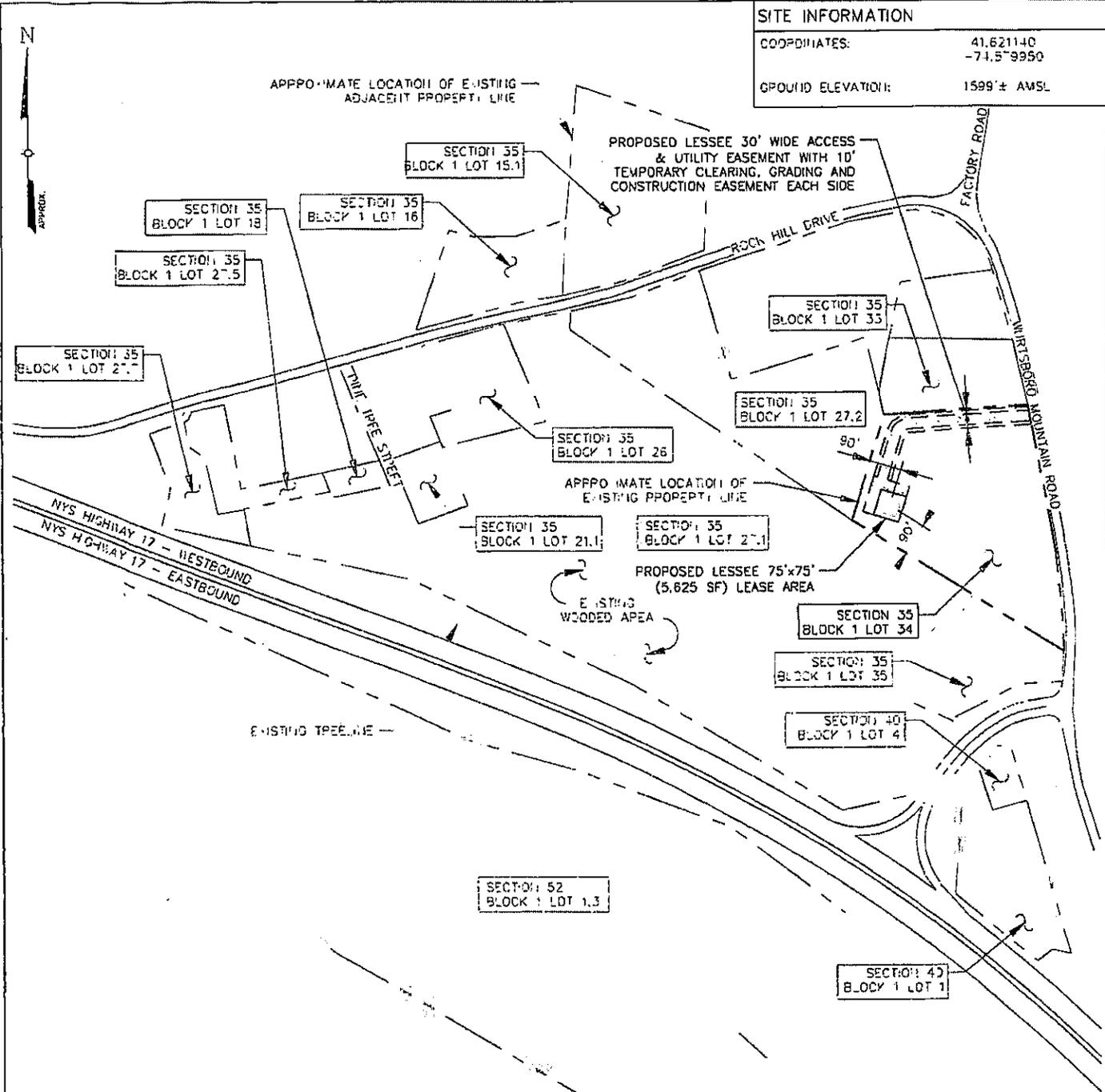
ORIGINAL SIZE IN INCHES

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Tectonic Engineering & Surveying Consultants P.C.
36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-6531
Latham, NY 12110
www.tectonicengineering.com

LOUISE MARIE - LEASE EXHIBIT
PROJECT # 20161522552 - LOCATION CODE # 434776
WURTSBORO MOUNTAIN RD - TOWN OF THOMPSON - SULLIVAN COUNTY, NY 13775
CELLCO PARTNERSHIP,
(LESSEE)
1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

SITE INFORMATION	
COORDINATES:	41.621140 -74.579950
GROUND ELEVATION:	1599' ± AMSL



NOTE

- THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
- FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.

PROPERTY PLAN
 LE-1 SCALE: 1" = 400'

0 1
 ORIGINAL SIZE IN INCHES

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 Suite 101 (800) 629-6531
 Latham, NY 12110
www.tectonicengineering.com

LOUISE MARIE - LEASE EXHIBIT
 PROJECT # 20161522552 - LOCATION CODE # 434776
 WURTSBORO MOUNTAIN RD - TOWN OF THOMPSON - SULLIVAN COUNTY, NY 13775
 CELLCO PARTNERSHIP,
 (LESSEE)
 1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

EXHIBIT K



CO-LOCATION POLICY

Tarpon Towers II, LLC's ("Tarpon Towers") co-location policy is as follows:

Tarpon Towers encourages and promotes co-location by actively encouraging and allowing other providers to locate on its towers.

Tarpon Towers responds within ninety (90) days to an inquiry for shared use of its towers, and negotiates in good faith for such shared use.

Tarpon Towers maintains the following requirements for other wireless communications providers who desire to locate on Tarpon Towers' towers:

1. The provider must pay Tarpon Towers appropriate and fair compensation reflecting market prices for the lease, which among other things, takes into account Tarpon Towers' investment in the engineering, legal, construction, material, and related costs for the site and facility, as well as a financial return; and
2. The co-location must be technologically feasible both in terms of radio frequency transmissions and structural integrity of the tower.
3. The provider must obtain all required zoning permits and governmental approvals.

EXHIBIT L

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQPZ962 - Cellco Partnership

Call Sign	WQPZ962	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	REA001 - Northeast	Channel Block	E
Submarket	13	Associated Frequencies (MHz)	001740.00000000-001745.00000000 002140.00000000-002145.00000000

Dates

Grant	08/23/2012	Expiration	11/29/2021
Effective	11/30/2017	Cancellation	

Buildout Deadlines

1st	2nd
-----	-----

Notification Dates

1st	2nd
-----	-----

Licensee

FRN	0003290673	Type	General Partnership
-----	------------	------	---------------------

Licensee

Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
---	---

Contact

Cellco Partnership Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
--	---

Ownership and Qualifications

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government? No

Is the applicant an alien or the representative of an alien? No

Is the applicant a corporation organized under the laws of any foreign government? No

Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country? No

Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? Yes

The Alien Ruling question is not answered.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race	
Ethnicity	Gender

ULS License

Cellular License - KNKN999 - CELLCO PARTNERSHIP

Call Sign	KNKN999	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA563 - New York 5 - Otsego	Channel Block	B
Submarket	0	Phase	2

Dates

Grant	08/31/2010	Expiration	10/01/2020
Effective	11/01/2016	Cancellation	

Five Year Buildout Date

02/01/1996

Control Points

3 500 West Dove Rd., TARRANT, Southlake, TX
P: (800)264-6620

Licensee

FRN	0003290673	Type	General Partnership
-----	------------	------	---------------------

Licensee

CELLCO PARTNERSHIP 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
---	---

Contact

Cellco Partnership Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
--	---

Ownership and Qualifications

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race	
Ethnicity	Gender

ULS License

Cellular License - KNKQ411 - Bell Atlantic Mobile Systems of Allentown, Inc.

Call Sign	KNKQ411	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA615 - Pennsylvania 4 - Bradford	Channel Block	B
Submarket	0	Phase	2

Dates

Grant	08/26/2014	Expiration	10/01/2024
Effective	12/09/2016	Cancellation	

Five Year Buildout Date

10/04/2001

Control Points

2 500 W Dove Rd, TARRANT, Southlake, TX
P: (800)264-6620

Licensee

FRN	0003301512	Type	Corporation
-----	------------	------	-------------

Licensee

Bell Atlantic Mobile Systems of Allentown, Inc. 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
--	---

Contact

Verizon Wireless Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(202)289-6781 E:LicensingCompliance@VerizonWireless.com
--	---

Ownership and Qualifications

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race	
Ethnicity	Gender

ULS License

700 MHz Upper Band (Block C) License - WQJQ689 - Cellco Partnership

PA This license has pending applications: 0008249766, 0008444758

Call Sign	WQJQ689	Radio Service	WU - 700 MHz Upper Band (Block C)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	REA001 - Northeast	Channel Block	C
Submarket	0	Associated Frequencies (MHz)	000746.00000000-000757.00000000 000776.00000000-000787.00000000

Dates

Grant	11/26/2008	Expiration	06/13/2019
Effective	08/28/2018	Cancellation	

Buildout Deadlines

1st	06/13/2013	2nd	06/13/2019
-----	------------	-----	------------

Notification Dates

1st	06/20/2013	2nd	
-----	------------	-----	--

Licensee

FRN	0003290673	Type	General Partnership
-----	------------	------	---------------------

Licensee

Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
---	---

Contact

Verizon Wireless Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
--	---

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race		
Ethnicity		Gender

EXHIBIT M



SITE NUMBER:
NY1137
SITE NAME:
LOUISE MARIE



1001 3RD AVE WEST, SUITE 420
BRADENTON, FL, 34205



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 Tectonic Engineering & Surveying Consultants P.C.
 38 British American Blvd., Suite 101, Phone: (518) 783-1830
 Latham, NY 12110 (800) 828-6331
 www.tectonicengineering.com

WORK ORDER NUMBER: 9684.02
 DRAWN BY: TRR

NO.	DATE	ISSUE
0	1/11/19	FOR COMMENT
1	1/22/19	FOR ZONING

RELEASED BY: _____ DATE: _____



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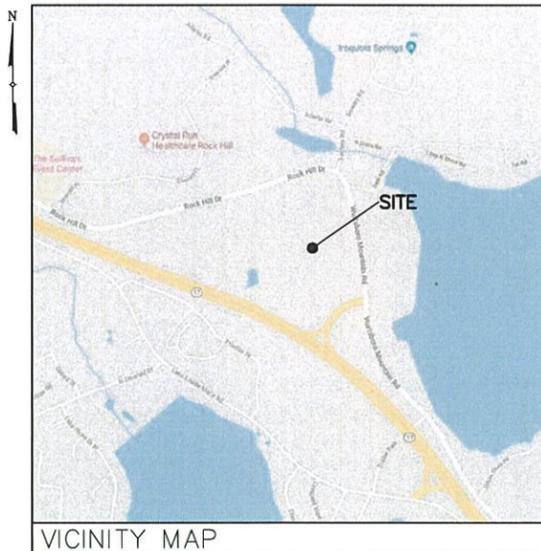
ORIGINAL SIZE IN INCHES

SITE INFORMATION
 NY1137
 LOUISE MARIE

SITE ADDRESS
 WURTSBORO MNT RD
 TOWN OF THOMPSON
 SULLIVAN COUNTY
 NY 12775

SHEET TITLE
 TITLE SHEET

SHEET NUMBER
 T-1



DIRECTIONS

DIRECTIONS TO SITE:
 FROM ALBANY, TAKE I-87 S AND FOLLOW FOR 50.8± MILES. TAKE EXIT 19 TOWARD NY-28 AND FOLLOW FOR 0.8± MILES. TURN RIGHT ONTO NY-28 W AND FOLLOW FOR 0.5± MILES. MERGE ONTO US-209 S AND FOLLOW FOR 38.7 MILES. TURN RIGHT ONTO SULLIVAN ST AND FOLLOW FOR 0.5± MILES. CONTINUE ONTO WOODLAND TRAIL AND FOLLOW FOR 0.2± MILES. CONTINUE ONTO WURTSBORO MOUNTAIN RD AND FOLLOW FOR 5.5± MILES. SITE WILL BE ON THE LEFT.

PROJECT SUMMARY

SITE ADDRESS:	WURTSBORO MOUNTAIN RD THOMPSON, NY 12775
MUNICIPALITY:	TOWN OF THOMPSON
COUNTY:	SULLIVAN
TAX MAP NUMBER:	35-1-34
ZONING DISTRICT:	HC-2 - HIGHWAY COMMERCIAL-2
STRUCTURE COORDINATES:	41.621411° -74.579762°
GROUND ELEVATION:	1593± AMSL
PROPERTY OWNER:	CALCAM ASSOC INC 390 BROADWAY MONTICELLO, NY 12701
APPLICANT:	TARPON TOWERS II, LLC 1001 3RD AVE WEST, SUITE 420 BRADENTON, FL 34205
CONTACT PERSON:	BRETT BUGGELN
CONTACT PHONE:	(941) 400-2202

PROJECT DESCRIPTION

THE PROPOSED WORK CONSISTS OF INSTALLING CELLULAR ANTENNAS AND RELATED EQUIPMENT ON A PROPOSED SELF SUPPORT TOWER AND THE INSTALLATION OF EQUIPMENT WITH GENERATOR AT GRADE WITHIN A PROPOSED FENCED COMPOUND. ACCESS TO THE FACILITY WILL BE VIA PROPOSED GRAVEL ACCESS DRIVE. PROPOSED UTILITIES (POWER & FIBER) WILL BE ROUTED UNDERGROUND ALONGSIDE ACCESS ROAD.

SHEET INDEX

SHT. NO.	DESCRIPTION	REV NO	REVISION DATE
T-1	TITLE SHEET	0	1/22/19
SU-101	PARTIAL TOPOGRAPHIC SURVEY	0	1/15/19
AD-1	ADJOINERS PLAN	0	1/22/19
SB-1	SETBACK PLAN	0	1/22/19
C-1A	OVERALL SITE PLAN	0	1/22/19
C-1B	ROAD PLAN & PROFILE	0	1/22/19
C-2	SITE DETAIL PLAN	0	1/22/19
C-3	ELEVATION & ORIENTATION PLAN	0	1/22/19
C-4	EQUIPMENT ELEVATIONS	0	1/22/19
C-5	EROSION & SEDIMENT CONTROL DETAILS	0	1/22/19
C-6	EROSION & SEDIMENT CONTROL DETAILS	0	1/22/19
C-7	DETAILS	0	1/22/19

SHEET INDEX

THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL ITEMS OF CONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS HAS BEEN REVISED AND ISSUED "FOR CONSTRUCTION".

SIGNATURE BLOCK

OWNER: _____ DATE: _____

Before You Dig, Drill Or Blast!
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.



NOTE:

THE PROPERTY LINES HEREON ARE APPROXIMATE BASED ON GIS DATA AND ARE FOR ORIENTATION PURPOSES ONLY. THEY DO NOT REPRESENT A PROPERTY/BOUNDARY DECISION BY A LAND SURVEYOR.

1 ADJOINERS PLAN
 AD-1
 SCALE: 1" = 400' (11x17 SIZE)
 1" = 200' (22x34 SIZE)

ID	OWNER	SBL	ADDRESS	CITY/TOWN/ZIP
1	CALCAM ASSOC INC	35-1-34	390 BROADWAY	MONTICELLO, NY12701
2	TWIN BRIDGE REALTY CORP	35-1-35	WURTSBORO MOUNTAIN RD	MONTICELLO, NY12701
3	CALCAM ASSOC INC	35-1-27.1	390 BROADWAY	MONTICELLO, NY12701
4	KIM YOUNG S & KIM CECILIA H	35-1-27.2	390 ROCK HILL DR	ROCK HILL, NY12775
5	GOTTLIEB HARRIET	35-1-33	30 WURTSBORO MOUNTAIN RD	ROCK HILL, NY12775
6	MURRAY JUDITH K	35-1-39.1	207 106TH ST	NEW YORK, NY10025
7	MURRAY JUDITH K	35-1-38	207 106TH ST	NEW YORK, NY10025

2 ADJOINERS LIST
 AD-1 SCALE: NTS

TARPON TOWERS

1001 3RD AVE WEST, SUITE 420
 BRADENTON, FL, 34205

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 36 Britany American Blvd.
 Suite 101 Latham, NY 12110 Phone: (518) 783-1630 (800) 828-6531
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WORK ORDER NUMBER 9684.02 DRAWN BY TRR

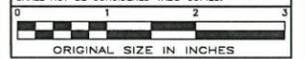
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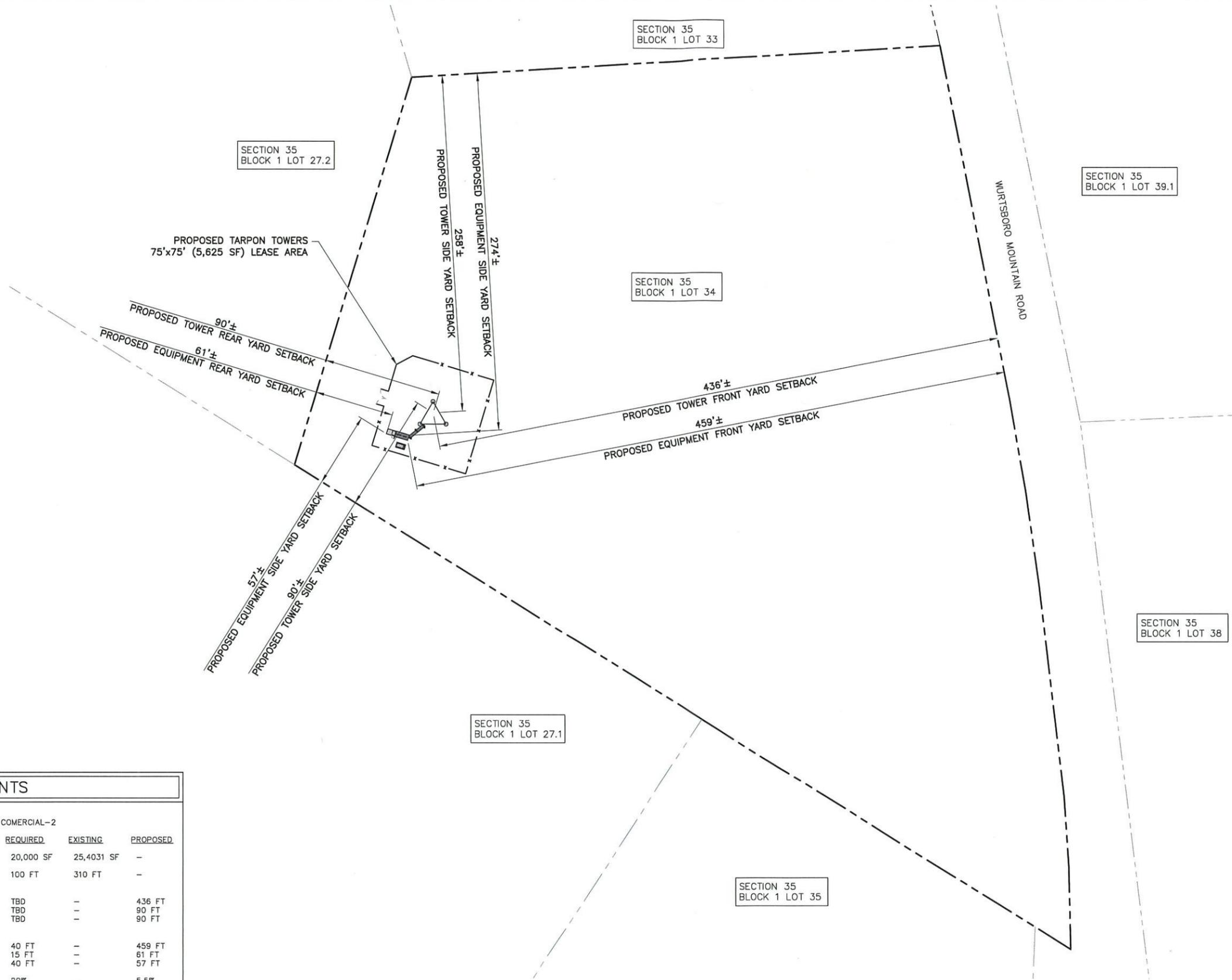
ORIGINAL SIZE IN INCHES

SITE INFORMATION
 NY1137
 LOUISE MARIE

SITE ADDRESS
 WURTSBORO MNT RD
 TOWN OF THOMPSON
 SULLIVAN COUNTY
 NY 12775

SHEET TITLE
 ADJOINERS PLAN

SHEET NUMBER
 AD-1



BULK REQUIREMENTS			
TOWN OF THOMPSON ZONING DISTRICT: HC-2 HIGHWAY COMERCIAL-2			
	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT SIZE:	20,000 SF	25,4031 SF	-
MINIMUM LOT WIDTH:	100 FT	310 FT	-
MINIMUM YARDS (TOWER)*			
FRONT:	TBD	-	436 FT
SIDE:	TBD	-	90 FT
REAR:	TBD	-	90 FT
MINIMUM YARDS (EQUIPMENT)			
FRONT:	40 FT	-	459 FT
SIDE:	15 FT	-	61 FT
REAR:	40 FT	-	57 FT
MAXIMUM LOT COVERAGE:	20%	-	5.5%
MAXIMUM TOWER HEIGHT:	TBD	-	185 FT

* PER § 250-70.8 - TELECOMMUNICATIONS TOWERS SHALL COMPLY WITH ALL EXISTING SETBACK REQUIREMENTS OF THE UNDERLYING ZONING DISTRICT, IF THE TOWER IS DESIGNED TO FALL WITHIN ITSELF.

NOTE:
THE PROPERTY LINES HEREON ARE APPROXIMATE BASED ON GIS DATA AND ARE FOR ORIENTATION PURPOSES ONLY. THEY DO NOT REPRESENT A PROPERTY/BOUNDARY DECISION BY A LAND SURVEYOR.

SETBACK PLAN
SCALE: 1" = 80' (11x17 SIZE)
1" = 40' (22x34 SIZE)



1001 3RD AVE WEST, SUITE 420
BRADENTON, FL, 34205



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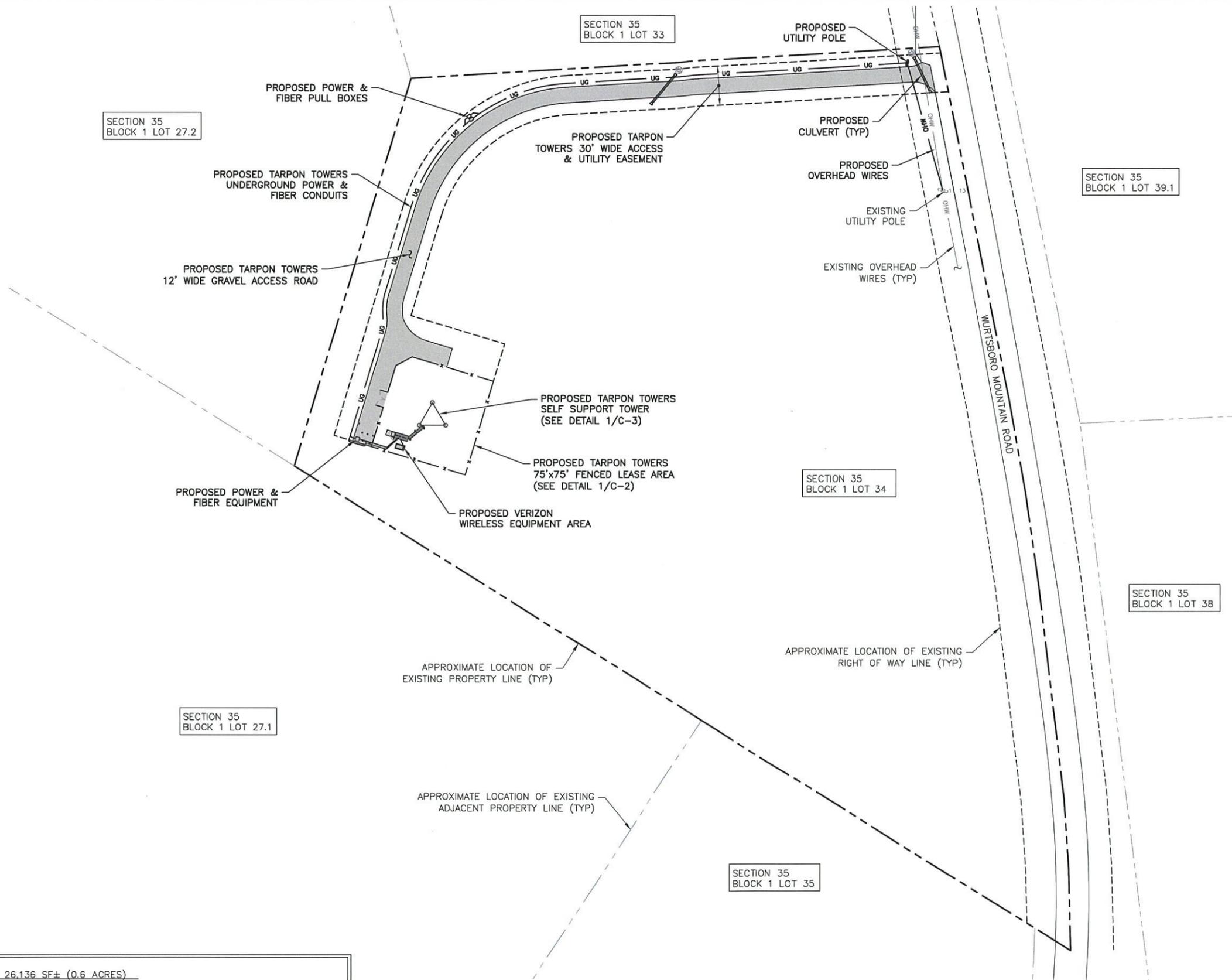
ORIGINAL SIZE IN INCHES
SITE INFORMATION

NY1137
LOUISE MARIE

SITE ADDRESS
WURTSBORO MNT RD
TOWN OF THOMPSON
SULLIVAN COUNTY
NY 12775

SHEET TITLE
SETBACK PLAN

SHEET NUMBER
SB-1



AREA OF DISTURBANCE = 26.136 SF± (0.6 ACRES)
 TOTAL ROAD LENGTH = 635'±
 TOTAL U/G UTILITY LENGTH= 610'±
 APPROXIMATE VOLUME OF MATERIAL TO BE EXCAVATED = 500 CY± (TO BE REUSED ON SITE)
 APPROXIMATE VOLUME OF FILL REQUIRED = 600 CY± (ROAD & COMPOUND STONE & GRAVEL)

NOTE:

THE PROPERTY LINES HEREON ARE APPROXIMATE BASED ON GIS DATA AND ARE FOR ORIENTATION PURPOSES ONLY. THEY DO NOT REPRESENT A PROPERTY/BOUNDARY DECISION BY A LAND SURVEYOR.



OVERALL SITE PLAN

SCALE: 1" = 80' (11x17 SIZE)
1" = 40' (22x34 SIZE)



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BRADENTON, FL, 34205



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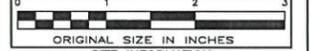
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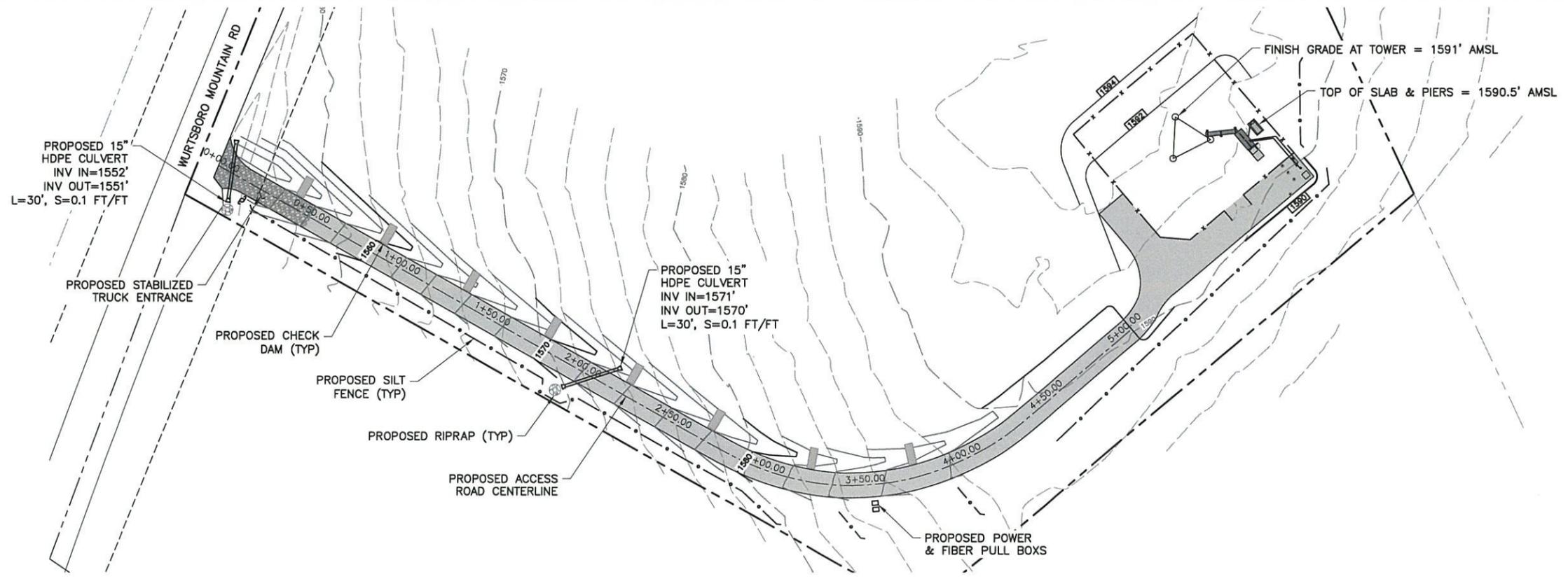
ORIGINAL SIZE IN INCHES

SITE INFORMATION
NY1137
LOUISE MARIE

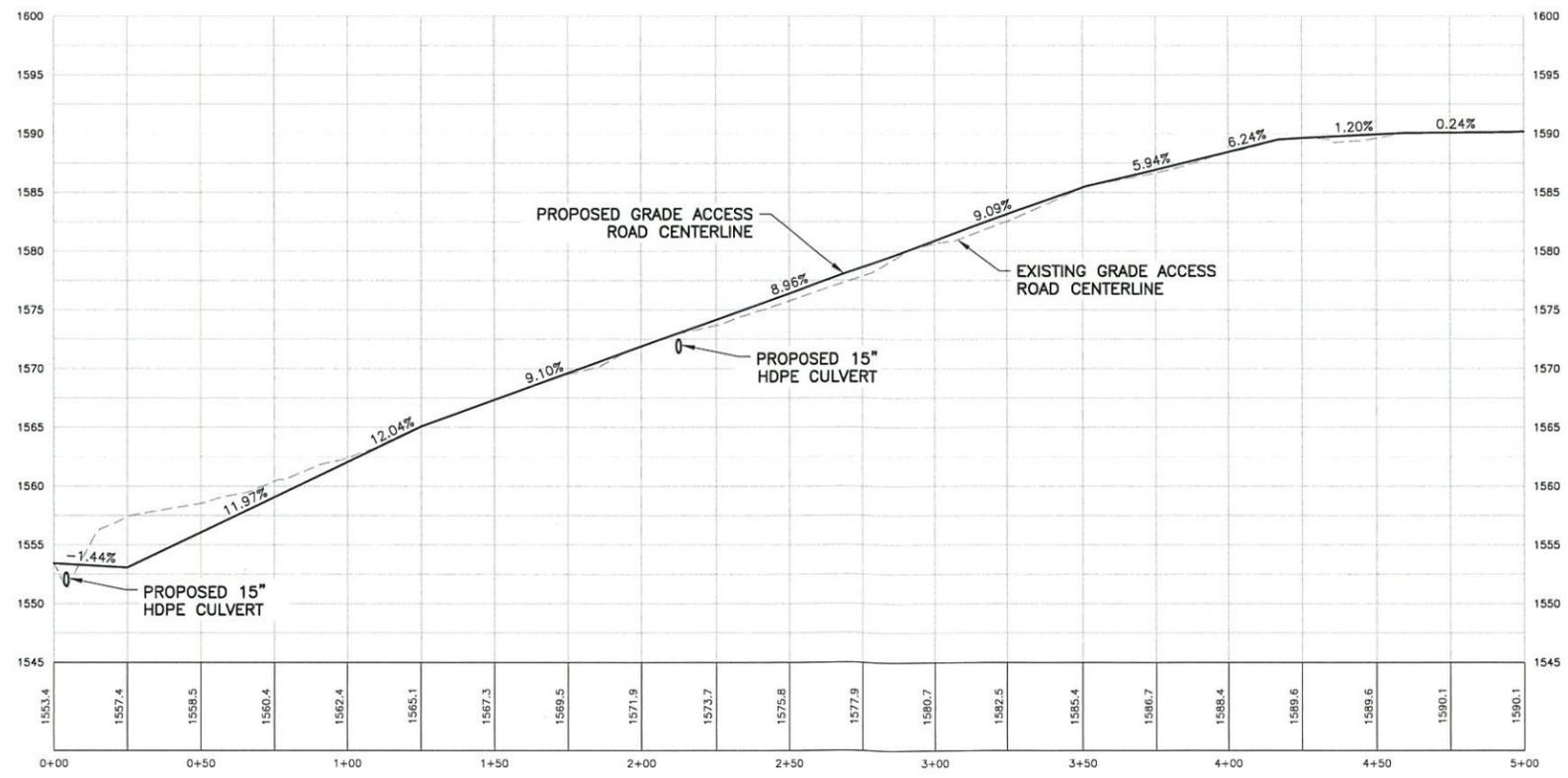
SITE ADDRESS
WURTSBORO MNT RD
TOWN OF THOMPSON
SULLIVAN COUNTY
NY 12775

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1A



1 ROAD PLAN VIEW
 SCALE: 1" = 60' (11x17 SIZE)
 1" = 30' (22x34 SIZE)



2 ROAD PROFILE VIEW
 SCALE: 1" = 60' (11x17 SIZE)
 1" = 30' (22x34 SIZE)



1001 3RD AVE WEST, SUITE 420
 BRADENTON, FL, 34205



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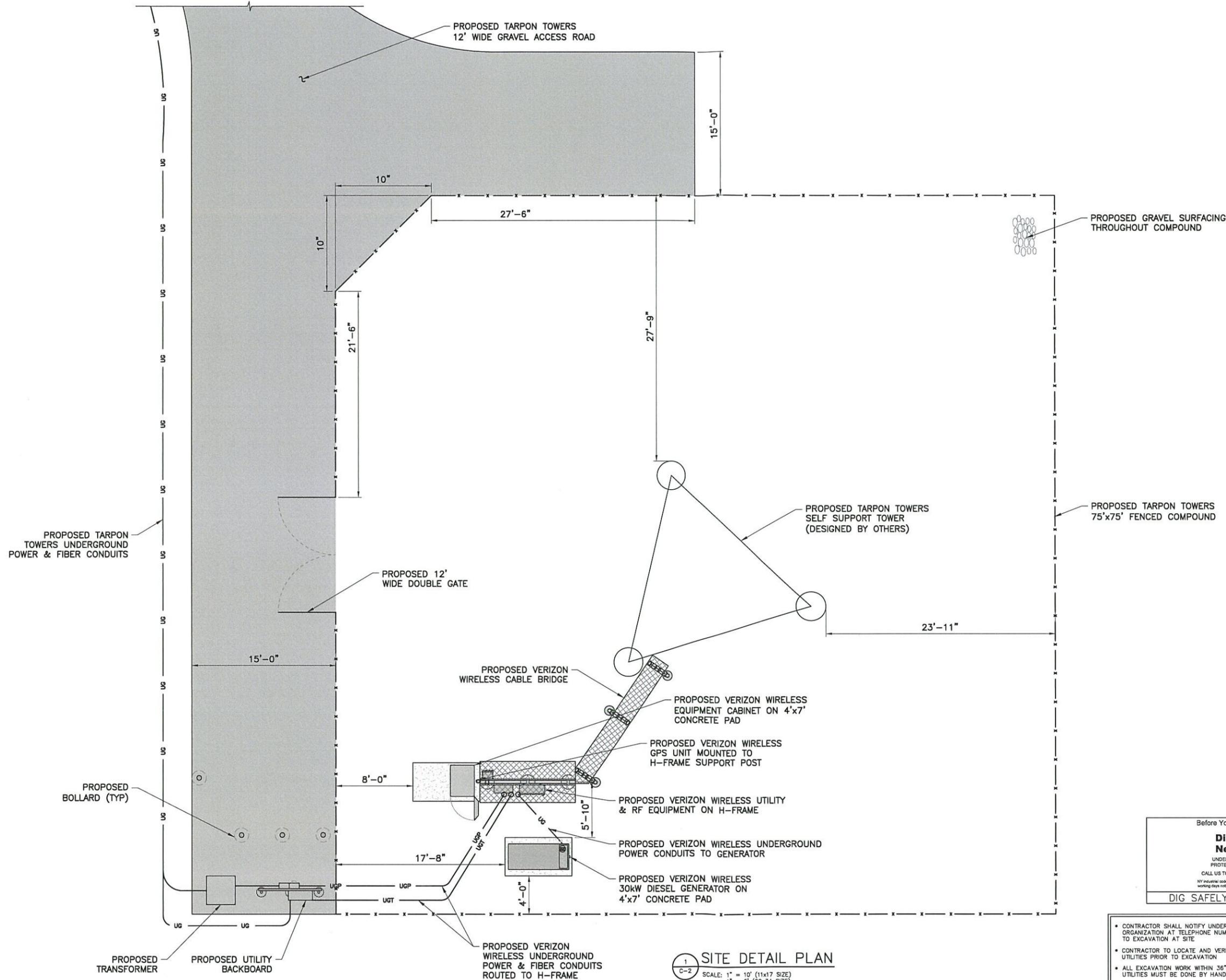
ORIGINAL SIZE IN INCHES

SITE INFORMATION
 NY1137
 LOUISE MARIE

SITE ADDRESS
 WURTSBORO MNT RD
 TOWN OF THOMPSON
 SULLIVAN COUNTY
 NY 12775

SHEET TITLE
 ROAD PLAN & PROFILE

SHEET NUMBER
 C-1B



1 SITE DETAIL PLAN
C-2 SCALE: 1" = 10' (11x17 SIZE)
1" = 5' (22x34 SIZE)



1001 3RD AVE WEST, SUITE 420
BRADENTON, FL, 34205



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Lithonia, NY 12110 (800) 828-6531
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ORIGINAL SIZE IN INCHES

SITE INFORMATION

NY1137
LOUISE MARIE

SITE ADDRESS
WURTSBORO MNT RD
TOWN OF THOMPSON
SULLIVAN COUNTY
NY 12775

SHEET TITLE
SITE DETAIL PLAN

SHEET NUMBER

C-2

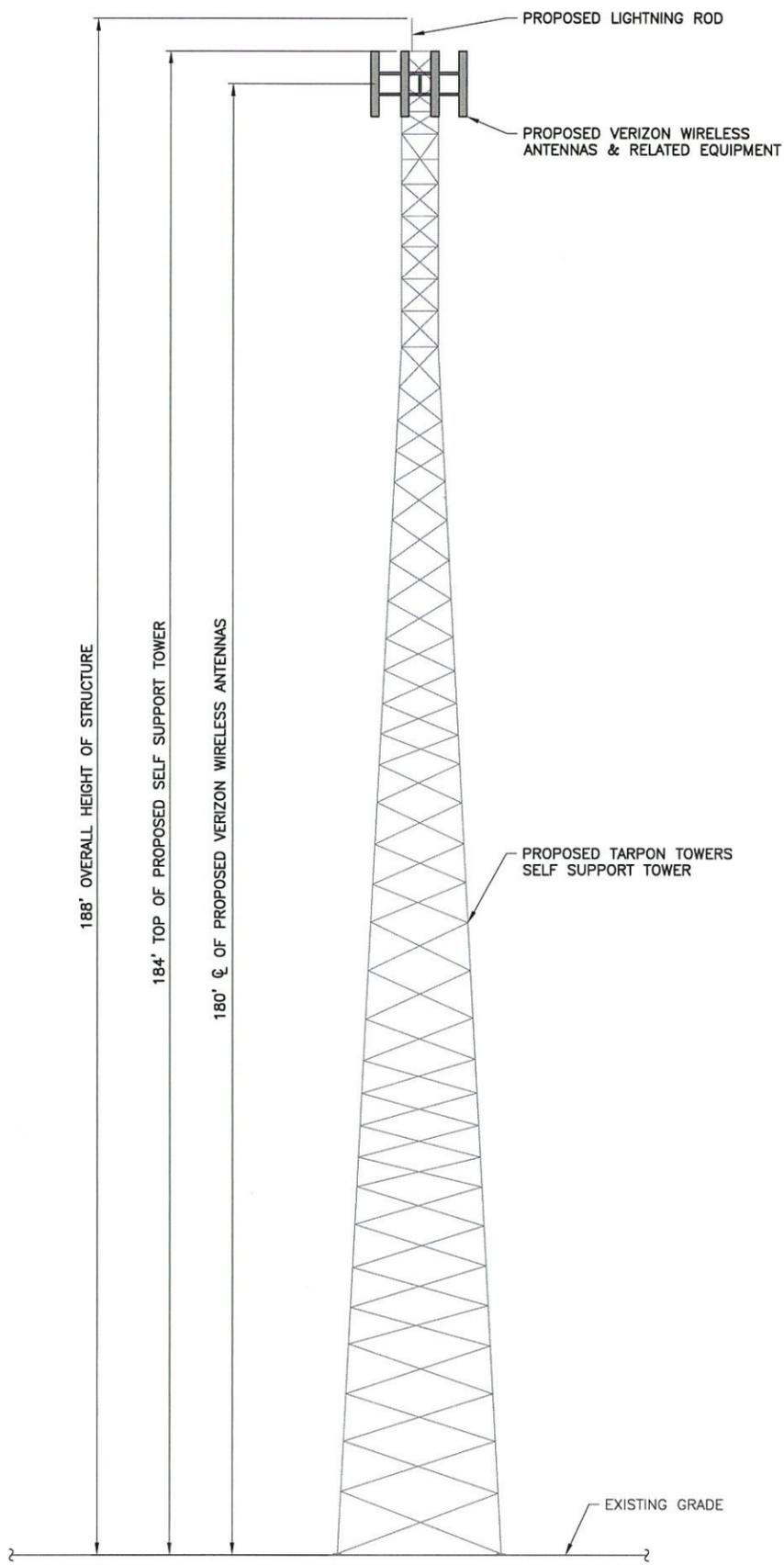
Before You Dig, Drill Or Blast!

Dig Safely. New York.

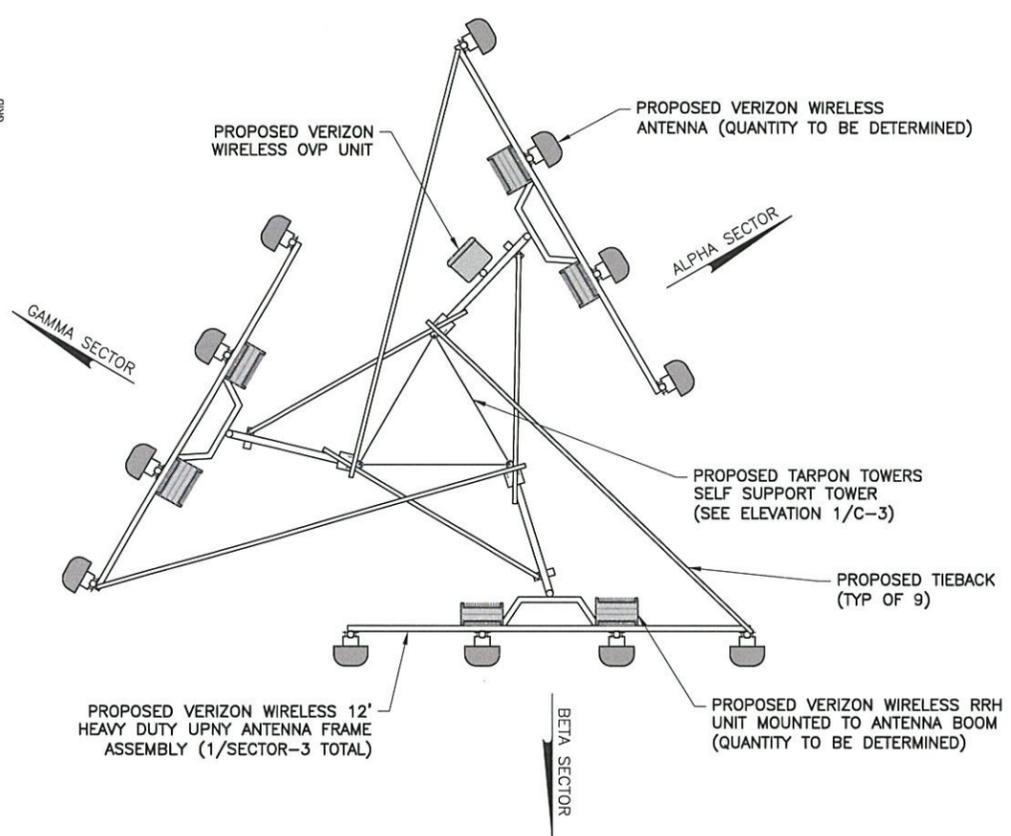
UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION
CALL US TOLL FREE 1-800-962-7962
NY Industrial Code Rule 753 requires no less than two working days notice, but not more than ten days notice.

DIG SAFELY - NEW YORK

- CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE
- CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION
- ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS



1 ELEVATION
 SCALE: 1" = 20' (11x17 SIZE)
 1" = 10' (22x34 SIZE)



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



1001 3RD AVE WEST, SUITE 420
 BRADENTON, FL, 34205



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SITE INFORMATION
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 LOUISE MARIE

SITE ADDRESS
 WURTSBORO MNT RD
 TOWN OF THOMPSON
 SULLIVAN COUNTY
 NY 12775

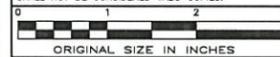
SHEET TITLE
 ELEVATION &
 ORIENTATION PLAN

SHEET NUMBER
 C-3



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ORIGINAL SIZE IN INCHES

SITE INFORMATION

NY1137
LOUISE MARIE

SITE ADDRESS

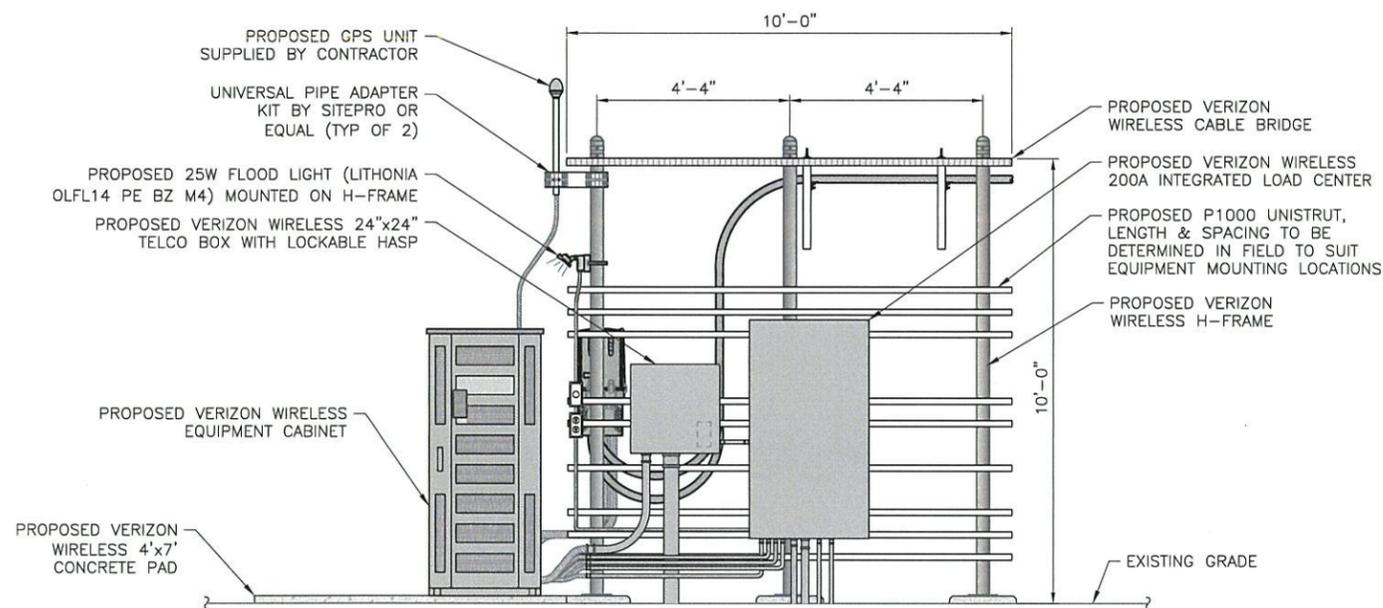
WURTSBORO MNT RD
TOWN OF THOMPSON
SULLIVAN COUNTY
NY 12775

SHEET TITLE

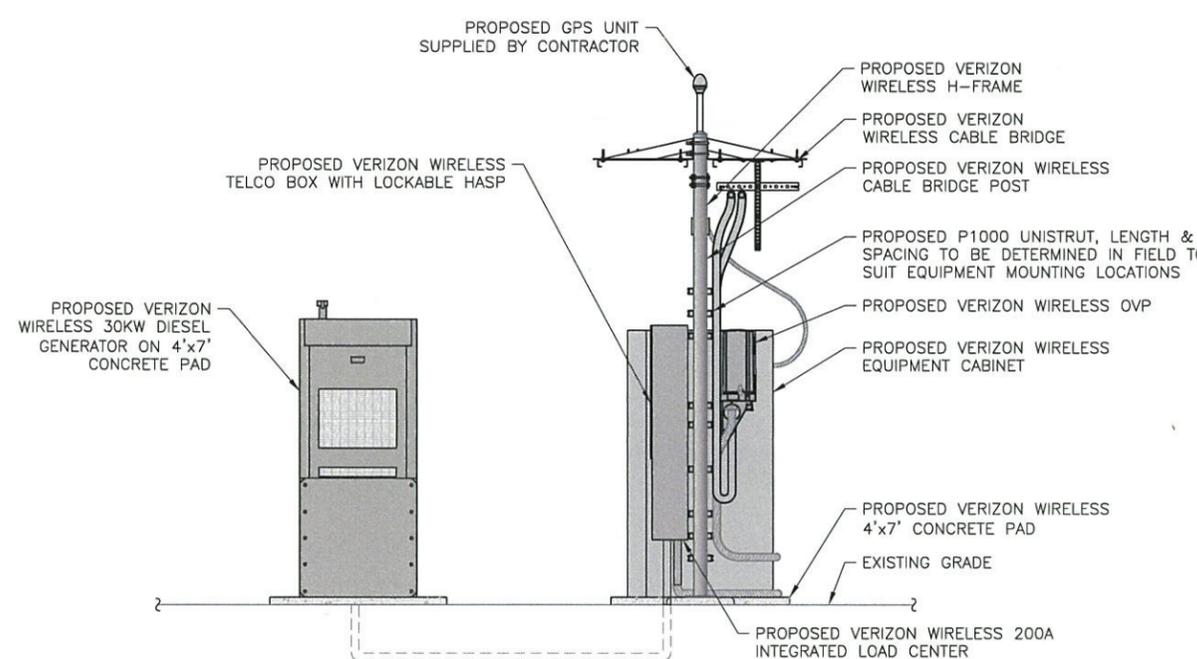
EQUIPMENT ELEVATIONS

SHEET NUMBER

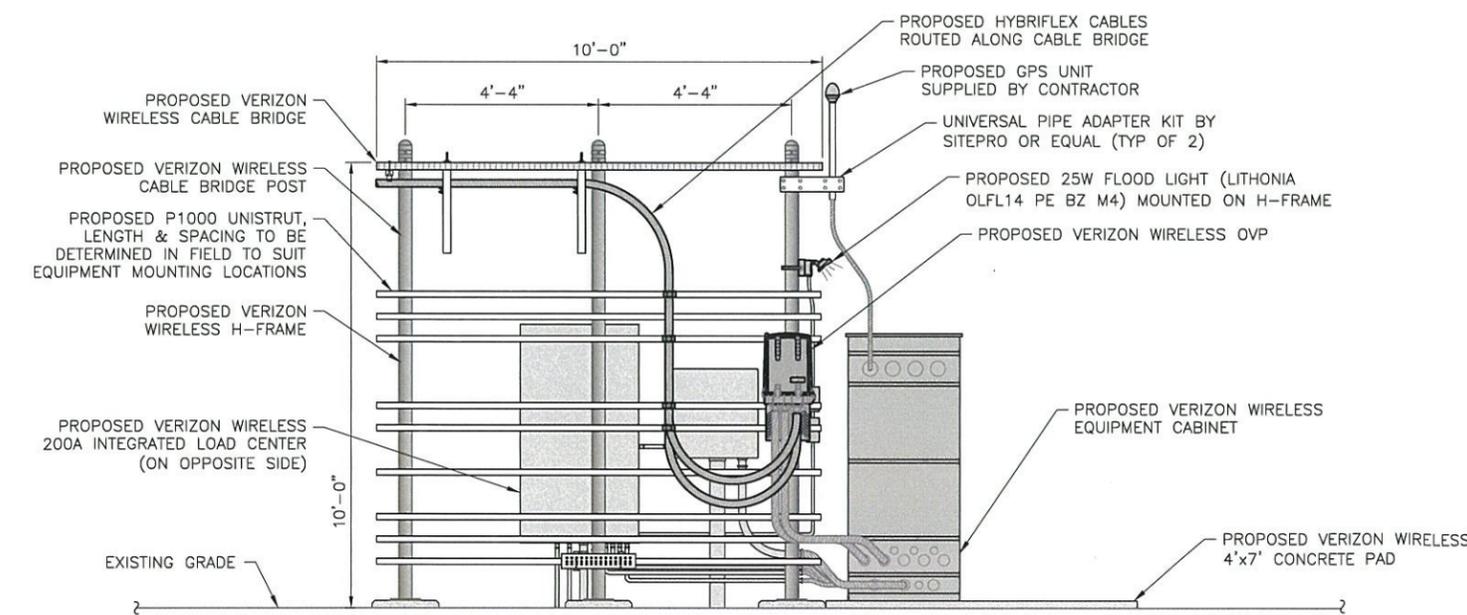
C-4



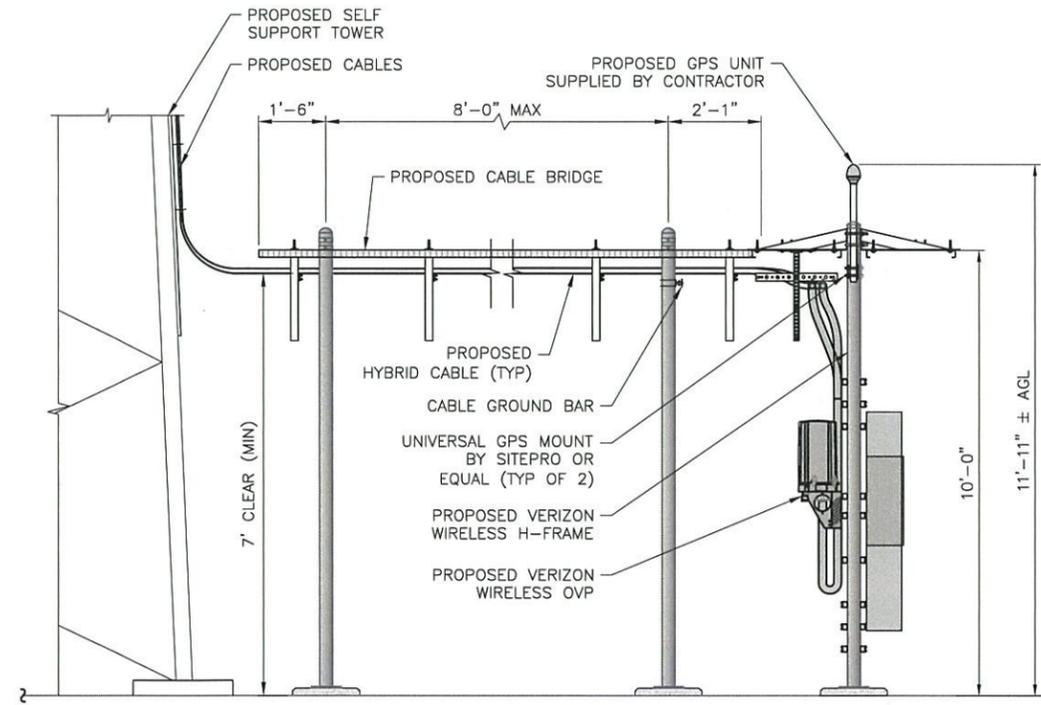
1 FRONT ELEVATION
C-4 SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)



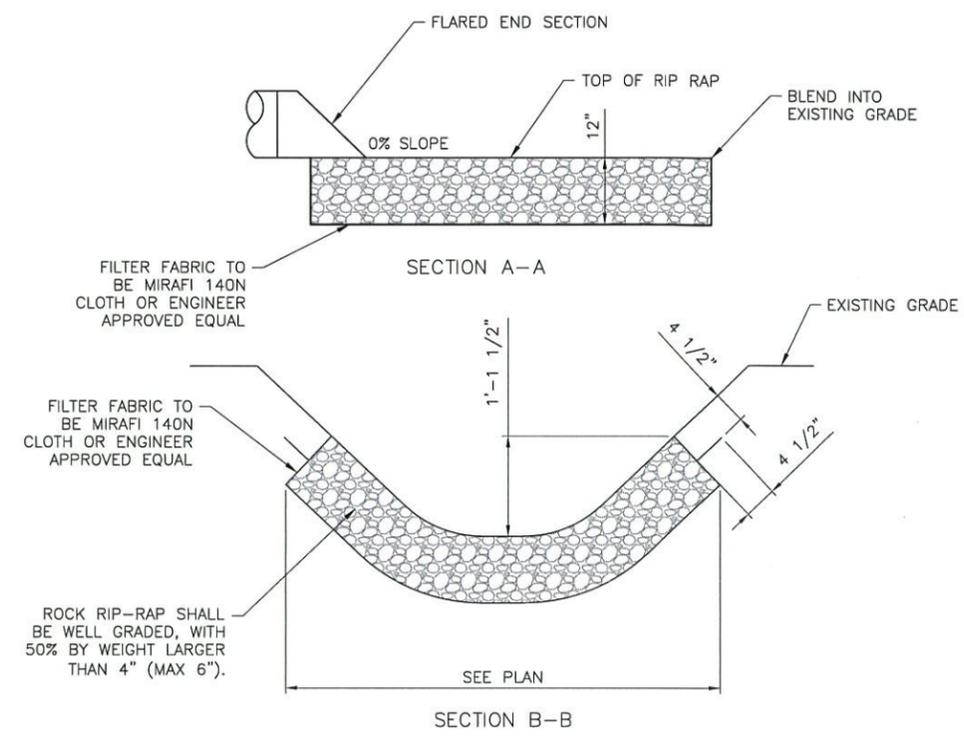
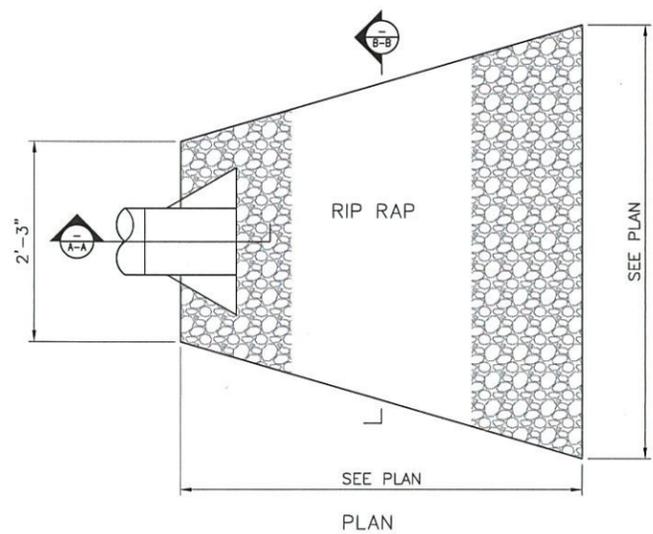
2 SIDE ELEVATION
C-4 SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)



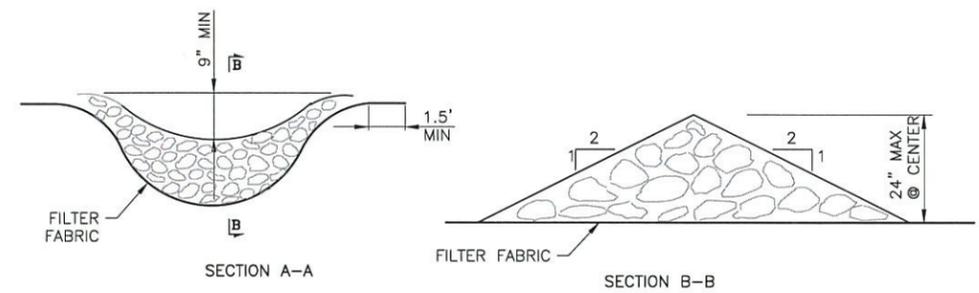
3 REAR ELEVATION
C-4 SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)



4 EQUIPMENT ELEVATION
C-4 SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)

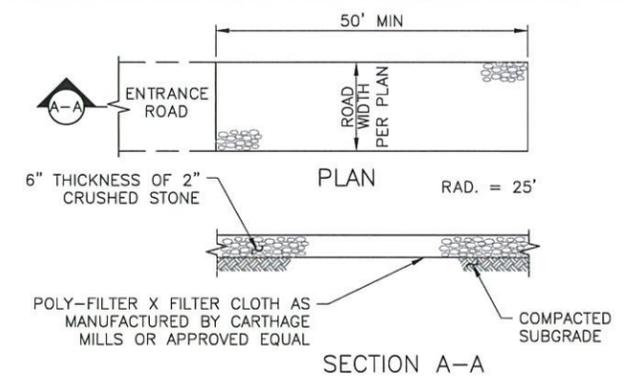


1
C-5
OUTLET PROTECTION
SCALE: 1/2" = 1'-0" (11x17 SIZE)
1" = 1'-0" (22x34 SIZE)



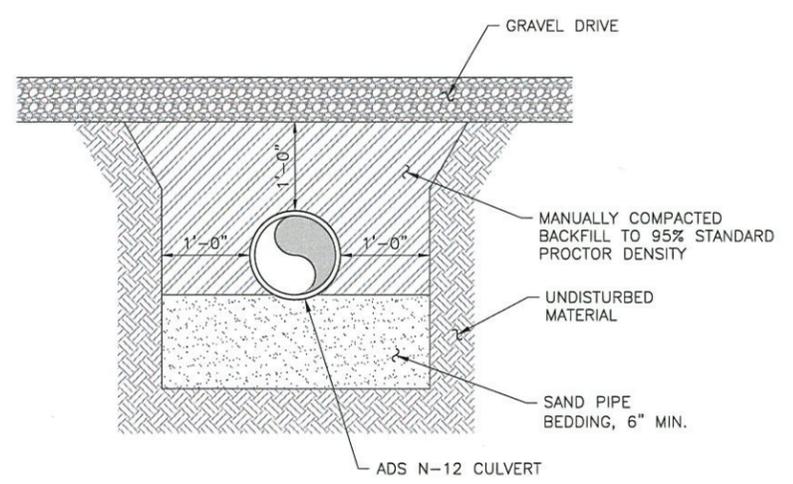
- CONSTRUCTION SPECIFICATIONS:
- STONE SHALL BE MAXIMUM SIZE OF 12" WITH 50 TO 100 PERCENT BY WEIGHT LARGER THAN 6" AND 0 TO 10 PERCENT SMALLER THAN 1/2".
 - FILTER FABRIC SHALL BE MARAFI 140N FILTER CLOTH OR APPROVED EQUAL.
 - STONE WILL BE PLACED ON A FILTER FABRIC FOUNDATION AT LOCATIONS SHOWN ON THE PLAN.
 - EXTEND THE STONE A MINIMUM OF 1.5 FEET BEYOND THE DITCH BANKS TO PREVENT CUTTING AROUND THE DAM.
 - PROTECT THE CHANNEL DOWNSTREAM OF THE LOWEST CHECK DAM FROM SCOUR AND EROSION WITH STONE OR LINER AS APPROPRIATE.

3
C-5
STONE CHECK DAM DETAIL
SCALE: NTS



- NOTES:
- STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
 - LENGTH - NOT LESS THAN 50 FEET
 - THICKNESS - NOT LESS THAN SIX INCHES
 - WIDTH - 12 FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
 - FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
 - SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
 - MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
 - WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. IF ACCUMULATED SOIL DOES NOT COME OFF BY WAY OF STABILIZED CONSTRUCTION ENTRANCE, THE CONTRACTOR SHALL KNOCK OFF ACCUMULATED SOIL BY MANUAL METHODS UPSLOPE OF A SILT FENCE BARRIER.
 - SEDIMENT TRAPPING - SILT FENCE BARRIER SHALL BE INSTALLED DOWN SLOPE OF CONSTRUCTION ENTRANCE TO CATCH ANY SEDIMENT THAT COULD POTENTIALLY FALL OFF OF CONSTRUCTION EQUIPMENT AND/OR VEHICLES.
 - PERIODIC INSPECTIONS AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

2
C-5
STABILIZED CONSTRUCTION ENTRANCE
SCALE: NTS



- NOTES:
- OVEREXCAVATE FOR BELLS.
 - ADDITIONAL BEDDING MAY BE USED AS ORDERED BY ENGINEER.
 - ALL EXCAVATION AND TRENCHING SHALL MEET OSHA REQUIREMENTS.

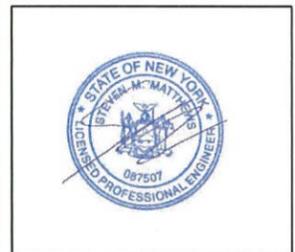
4
C-5
CULVERT TRENCH DETAIL
SCALE: 1/2" = 1'-0" (11x17 SIZE)
1" = 1'-0" (22x34 SIZE)

TARPOON TOWERS
1001 3RD AVE WEST, SUITE 420
BRADENTON, FL, 34205

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering & Surveying Consultants P.C.
35 Bridge American Blvd.
Suite 101 Latham, NY 12110
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(800) 828-6531
www.tectonicengineering.com

WORK ORDER NUMBER	DRAWN BY	
9684.02	TRR	
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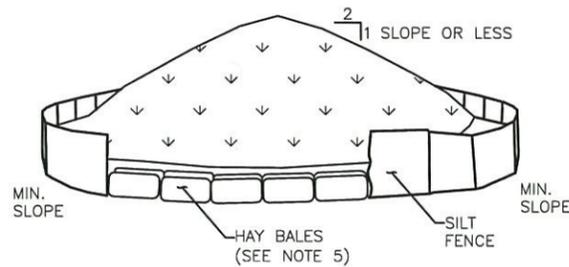


ORIGINAL SIZE IN INCHES
SITE INFORMATION
NY1137
LOUISE MARIE

SITE ADDRESS
WURTSBORO MNT RD
TOWN OF THOMPSON
SULLIVAN COUNTY
NY 12775

SHEET TITLE
EROSION & SEDIMENT CONTROL DETAILS

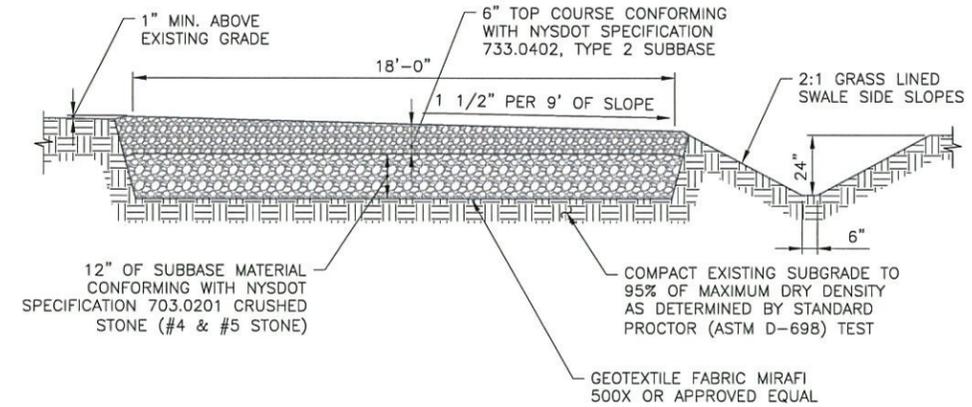
SHEET NUMBER
C-5



NOTES:

1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
2. MAXIMUM SLOPE OF STOCKPILE SHALL BE 1V:2H.
3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH SILT FENCING, THEN STABILIZED WITH VEGETATION OR COVERED.
4. SEE SPECIFICATIONS FOR INSTALLATION OF SILT FENCE.
5. HAYBALES TO BE USED WHERE STOCKPILES ARE LOCATED ON PAVED AREAS.

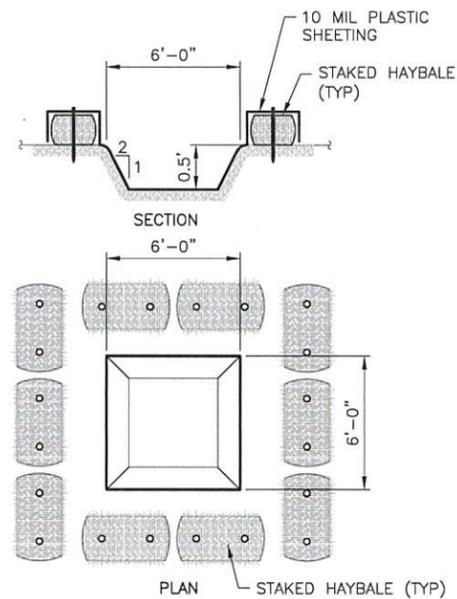
1 TEMPORARY SOIL STOCKPILE DETAIL
SCALE: NOT TO SCALE



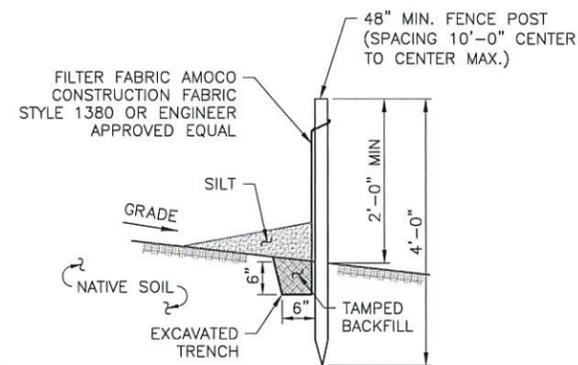
EARTH WORK SUBGRADE COMPACTION & SELECT GRANULAR FILL

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING & GRUBBING THE CONSTRUCTION SITE AND ROADWAY AREAS. THE CONTRACTOR SHALL COMPLY WITH THE RECOMMENDATIONS CONTAINED WITHIN THE GEOTECHNICAL REPORT, AS PREPARED FOR THIS SITE, WHEN NECESSARY, FOR SITE WORK PREPARATION, & FOUNDATION WORK. AS A MINIMUM THE TOP 3" OF GRADE SHALL BE REMOVED, THE EXPOSED SUBGRADE COMPACTED AND GEOTEXTILE FABRIC INSTALLED AS REQUIRED FOR UNSTABLE SOIL CONDITION.
2. ALL SELECT GRANULAR FILL SHALL BE COMPACTED TO A 95% COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY MODIFIED PROCTOR TEST (ASTM D-1557) AND WITHIN PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT.
3. CONTRACTOR TO ASSURE THAT EXISTING DRAINAGE PATTERNS ARE MAINTAINED.

2 GRAVEL DRIVE CROSS SECTION DETAIL
SCALE: 3/8" = 1'-0" (11x17 SIZE)
3/4" = 1'-0" (22x34 SIZE)



3 TEMPORARY CONCRETE WASH
SCALE: NTS



NOTES:

1. SILT FENCE SHALL BE MAINTAINED IN PLACE DURING CONSTRUCTION AND SOIL STABILIZATION PERIOD.
2. CONTRACTOR SHALL CONSTRUCT SILT FENCE IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
3. EXCAVATE TRENCH 6" WIDE X 6" DEEP. BURY BOTTOM 12" OF FABRIC AND TAMP IN PLACE.
4. WHEN FENCE IS NO LONGER NEEDED, THE ACCUMULATED SILT, ALL THE POSTS AND FABRIC SHALL BE REMOVED AND TRENCH BACK FILLED WITH TOPSOIL AND SEEDED.

4 SILT FENCE DETAIL
SCALE: NTS

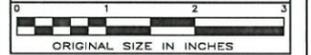
WORK ORDER NUMBER		DRAWN BY	
9684.02		TRR	
NO.	DATE	ISSUE	
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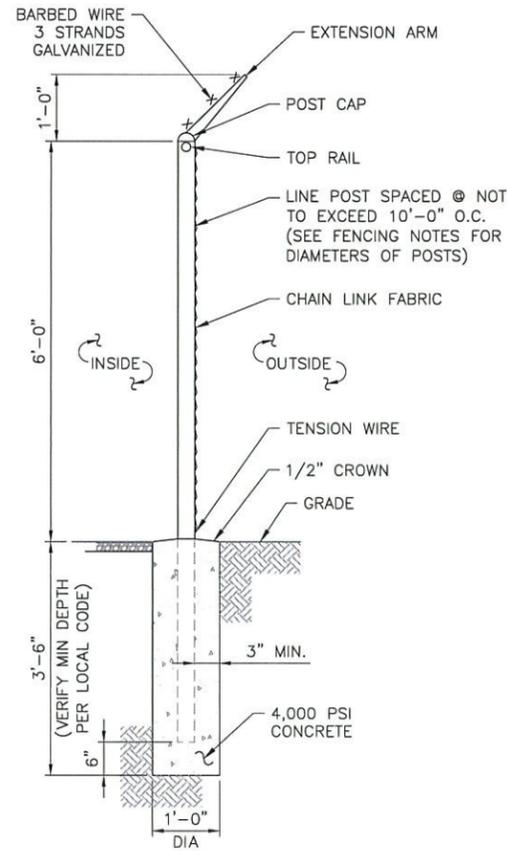


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SITE INFORMATION
NY1137
LOUISE MARIE

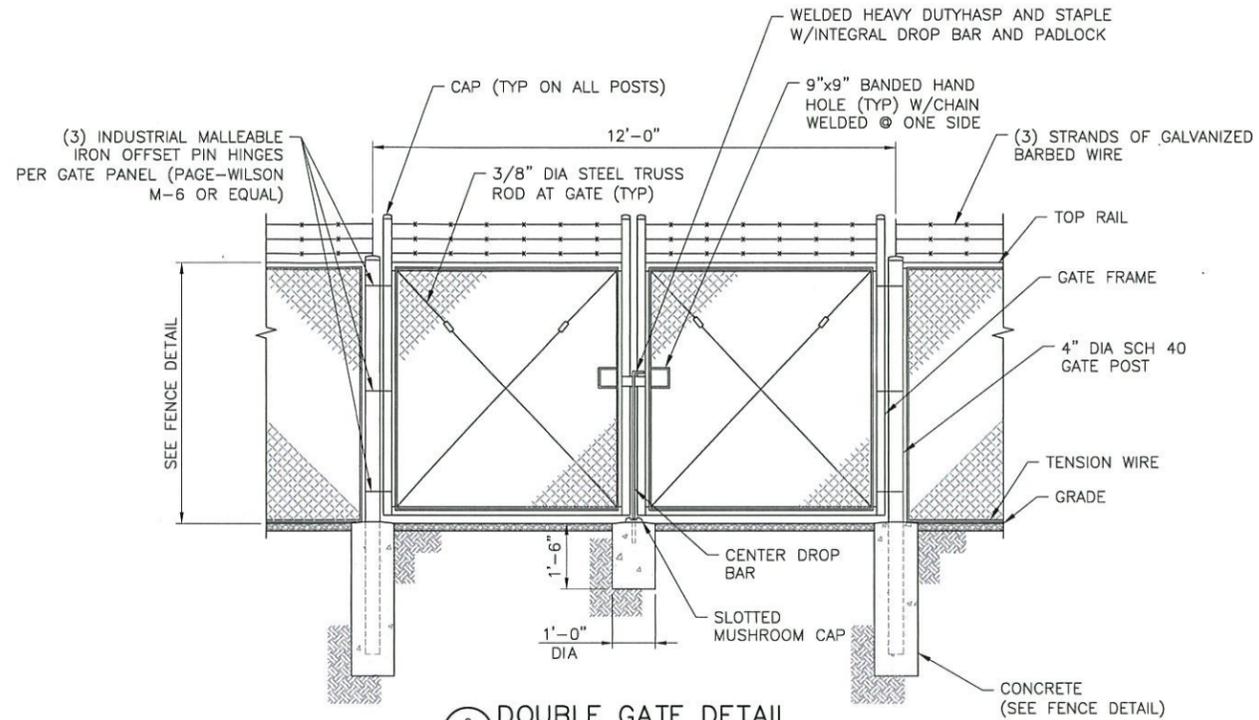
SITE ADDRESS
WURTSBORO MNT RD
TOWN OF THOMPSON
SULLIVAN COUNTY
NY 12775

SHEET TITLE
EROSION & SEDIMENT CONTROL DETAILS

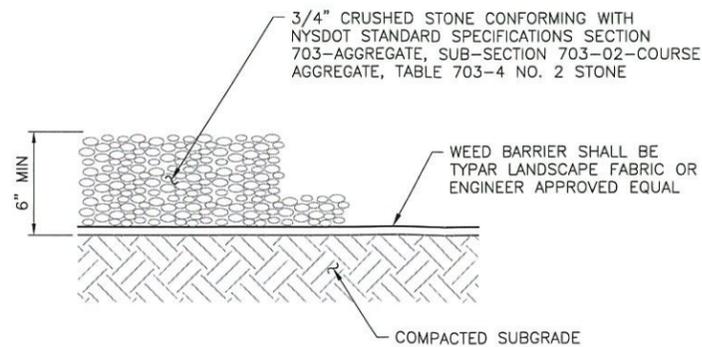
SHEET NUMBER
C-6



1 FENCE DETAIL
 C-7 SCALE: 3/8" = 1'-0" (11x17 SIZE)
 3/4" = 1'-0" (22x34 SIZE)



2 DOUBLE GATE DETAIL
 C-7 SCALE: 1/4" = 1'-0" (11x17 SIZE)
 1/2" = 1'-0" (22x34 SIZE)



3 GRAVEL SURFACING TREATMENT
 C-7 SCALE: 1/2" = 1'-0" (11x17 SIZE)
 1 1/2" = 1'-0" (22x34 SIZE)



1001 3RD AVE WEST, SUITE 420
 BRADENTON, FL, 34205



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 35 British American Blvd. Phone: (518) 783-1630
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WORK ORDER NUMBER 96B4.02 DRAWN BY TRR

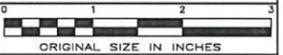
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SITE INFORMATION
 NY1137
 LOUISE MARIE

SITE ADDRESS
 WURTSBORO MNT RD
 TOWN OF THOMPSON
 SULLIVAN COUNTY
 NY 12775

SHEET TITLE
 DETAILS

SHEET NUMBER

C-7

EXHIBIT N

MILLENNIUM ENGINEERING, P.C.
132 Jaffrey Road
Malvern, Pennsylvania 19355

Cell: 610-220-3820
www.millenniumeng.com

Fax: 610-644-4355
Email: pauldugan@comcast.net

January 10, 2019

Attn: Michael Crosby, RF Design Engineer
Verizon Wireless
1275 John Street, Suite #100
West Henrietta, NY 14586

Re: RF Safety FCC Compliance of Proposed Communications Facility
Site Name: Louise Marie, Proposed 184' Lattice Tower (188' Overall Height)
Off Wurtsboro Mountain Road, Thompson, NY 13775 (Town of Thompson, Sullivan County)

Dear Mr. Crosby,

I have performed an analysis to provide an independent determination and certification that the proposed Verizon Wireless communications facility at the above referenced property will comply with Federal Communications Commission (FCC) exposure limits and guidelines for human exposure to radiofrequency electromagnetic fields (Code of Federal Regulation 47 CFR 1.1307 and 1.1310). As a registered professional engineer, I am under the jurisdiction of the State Registration Boards in which I am licensed to hold paramount the safety, health, and welfare of the public and to issue all public statements in an objective and truthful manner.

The proposed communications facility consists of a proposed 184' lattice tower (188' overall height – top of proposed lightning rod) at the above referenced property. The proposed Verizon Wireless antenna configuration from the information furnished to me consists of (1) 700/850/1900 MHz (LTE) multiband antenna (CommScope NHH-65C-R2B or equivalent) and (1) 700/850/2100 (LTE) multiband antenna (CommScope NHH-65C-R2B or equivalent) on each of three faces (total of 6 antennas) spaced 120 degrees apart (AZ 60/180/300) on the horizontal plane at a centerline of 180' above ground level and no mechanical downtilt. Transmitting from these antennas will be (1) 700 MHz LTE wideband channel, (1) 850 MHz LTE wideband channel, (1) 1900 MHz LTE wideband channel and (1) 2100 MHz LTE wideband channel per face.

The following assumptions are made for reasonable upper limit radiofrequency operating parameters for the proposed facility due to Verizon Wireless antennas alone to accommodate for all licensed frequency bands:

- (1) 700/850/1900 MHz (LTE) multiband transmit antenna per face at 0-10 degrees mechanical downtilt
- (1) 700/850/2100 MHz (LTE) multiband transmit antenna per face at 0-10 degrees mechanical downtilt
- (1) 700 MHz LTE wideband channel/face at 4x40W max power/face before cable loss/antenna gain
- (1) 850 MHz LTE wideband channel/face at 4x40W max power/face before cable loss/antenna gain
- (1) 1900 MHz LTE wideband channel/face at 4x40W max power/face before cable loss/antenna gain
- (1) 2100 MHz LTE wideband channel/face at 4x40W max power/face before cable loss/antenna gain
- The facility would be at or near full capacity during busy hour

Using the far-field power density equations from FCC Bulletin OET 65, the power density at any given distance from the antennas is equal to $0.360(\text{ERP})/R^2$ where R is the distance to the point at which the exposure is being

calculated. The given equation is a conversion of the OET 65 power density equation for calculating power density given the distance in feet and the result in metric units (mW/cm^2). This calculated power density assumes the location is in the main beam of the vertical pattern of the antenna. After making an adjustment for the reduction in power density due to the vertical pattern of the transmit antenna, the calculated ground level power density is well below 1 % of the FCC general population exposure limits at any distance from the antenna system of Verizon Wireless.

The 700 MHz "Upper C Block" transmit frequencies (746-757 MHz), which Verizon Wireless is licensed by the FCC to operate, have an uncontrolled/general population maximum permissible exposure (MPE) FCC limit of $497 \mu\text{W}/\text{cm}^2$. The 850 MHz (cellular) "B Band" transmit frequencies (880-894 MHz), which Verizon Wireless is also licensed by the FCC to operate, have an uncontrolled/general population MPE FCC limit of $587 \mu\text{W}/\text{cm}^2$. The 1900 MHz (PCS) "C Block" and "F Block" transmit frequencies (1975-1990, 1970-1975 MHz), which Verizon Wireless is also licensed by the FCC to operate, have an uncontrolled/general population MPE FCC limit of $1000 \mu\text{W}/\text{cm}^2$ or $1 \text{mW}/\text{cm}^2$. The 2100 MHz (AWS) "E Block", "F Block" and "G Block" transmit frequencies (2140-2145, 2145-2155, 2155-2160 MHz), which Verizon Wireless is also licensed by the FCC to operate, have an uncontrolled/general population MPE FCC limit of $1000 \mu\text{W}/\text{cm}^2$ or $1 \text{mW}/\text{cm}^2$. Therefore, the exposure at ground level at any distance from the structure would be substantially below 1 % of the FCC general population exposure limits due to Verizon Wireless antennas alone. The extremely low ground exposure levels are due to the elevated positions of the antennas in the structure and the low power which these systems operate. See Figures 1 and 2 in back of this report which discuss the relationship between height, proximity or distance, and orientation to level of electromagnetic field exposure.

From the standpoint of RF exposure, the presence of Verizon Wireless would not preclude the future addition of other tenants or licensees including emergency or other municipal services which benefit the public from collocation on this structure. There is a substantial margin of safety to allow for the addition of transmit antennas of other communications services. Keep in mind that continuous exposure at 100 % of standard is considered by the scientific community as just as safe as 1 % of standard since the exposure limits themselves contain a large margin of safety.

In summary, the proposed communications facility will comply with all applicable exposure limits and guidelines adopted by the FCC governing human exposure to radiofrequency electromagnetic fields (FCC Bulletin OET 65). Federal law (FCC Rule Title 47 CFR 1.1307 and 1.1310) sets the national standard for compliance with electromagnetic field safety. The FCC exposure limits are based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc., (IEEE) and adopted by the American National Standards Institute (ANSI). Thus, there is full compliance with the standards of the IRPA, FCC, IEEE, ANSI, and NCRP.

General Information on Electromagnetic Field Safety

Verizon Wireless facilities transmit and receive low power electromagnetic fields (EMF) between base station antennas and handheld portable cell phones. The radiofrequency energy from these facilities and devices is non-ionizing electromagnetic energy. Non-ionizing, unlike X-Rays or other forms of potentially harmful energy in the microwave region, is not cumulative over time nor can the energy change the chemical makeup of atoms (e.g. strip electrons from ions). "Non-ionizing" simply means that the energy is not strong enough to break ionic bonds.

Safe levels of electromagnetic fields were determined by numerous worldwide organizations, such the International Committee for Non-Ionizing Radiation Protection, a worldwide multi-disciplinary team of researchers and scientists studying the effects of non-ionizing radiofrequency energy such as that emitted by base stations or cell phones. The FCC did not arbitrarily establish their own standards, but rather adopted the

recommendations of all leading organizations that set standards and research the subject such as the Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), and National Council on Radiation Protection and Measurements (NCRP).

When Verizon Wireless is located on an antenna structure such as a self-supporting lattice type tower, monopole, guyed tower, watertank, etc. the antennas are typically 10 meters or more above ground level (10 meters = 32.81 feet). With the relatively low power and elevated positions of the antennas on the structure with respect to ground level, the maximum ground level exposure can rarely approach 1 % of the applicable FCC exposure limit regardless of how many sets of antennas are collocated on the structure. For this reason, the FCC considers the facilities “categorically excluded” from routine evaluation at antenna heights above 10 meters (or above 32.81 feet). Categorical exclusion exempts a site from routine on-site evaluation. However, the facility is not excluded from compliance with the federal exposure limits and guidelines. The types of facilities used by Verizon Wireless typically elevated on antenna structures (away from access to close proximity, i.e. greater than 10 meters or 32.81 feet) simply cannot generate ground level exposure levels that approach the limits under any circumstances.

From a regulatory perspective, the FCC has sole jurisdiction over the regulation of electromagnetic fields from all facilities and devices. The FCC has established guidelines and limits over emissions and exposure to protect the general public. The FCC also has certain criteria that trigger when an environmental evaluation must be performed. The criteria are based on distance from the antennas (accessibility) and transmit power levels.

CONCLUSIONS:

1) The proposed communications facility will comply with electromagnetic field safety standards by a substantial margin (well below 1 %) in all publicly accessible areas. This includes the base of the proposed structure and any areas in proximity to the proposed structure.

2) Verizon Wireless takes appropriate measures to ensure that all telecommunications facilities (including this proposed facility) comply with applicable exposure limits and guidelines adopted by the FCC governing human exposure to radiofrequency electromagnetic fields (FCC Bulletin OET 65).

3) In cases where such compliance exists, the subject of electromagnetic field safety is preempted. The Telecommunications Act of 1996 states that: “No state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the [FCC’s] regulations concerning such emissions.” Telecommunications Act of 1996, § 332[c][7][B][iv].

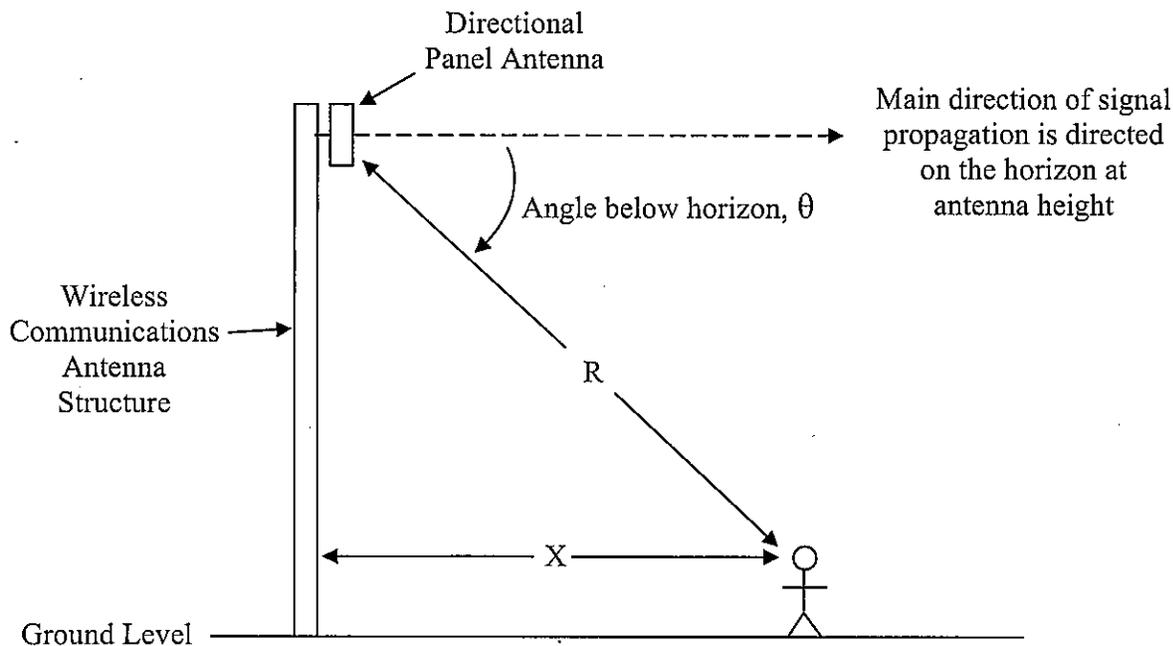
Respectfully,



Paul Dugan, P.E.
Registered Professional Engineer
New York License Number 79144

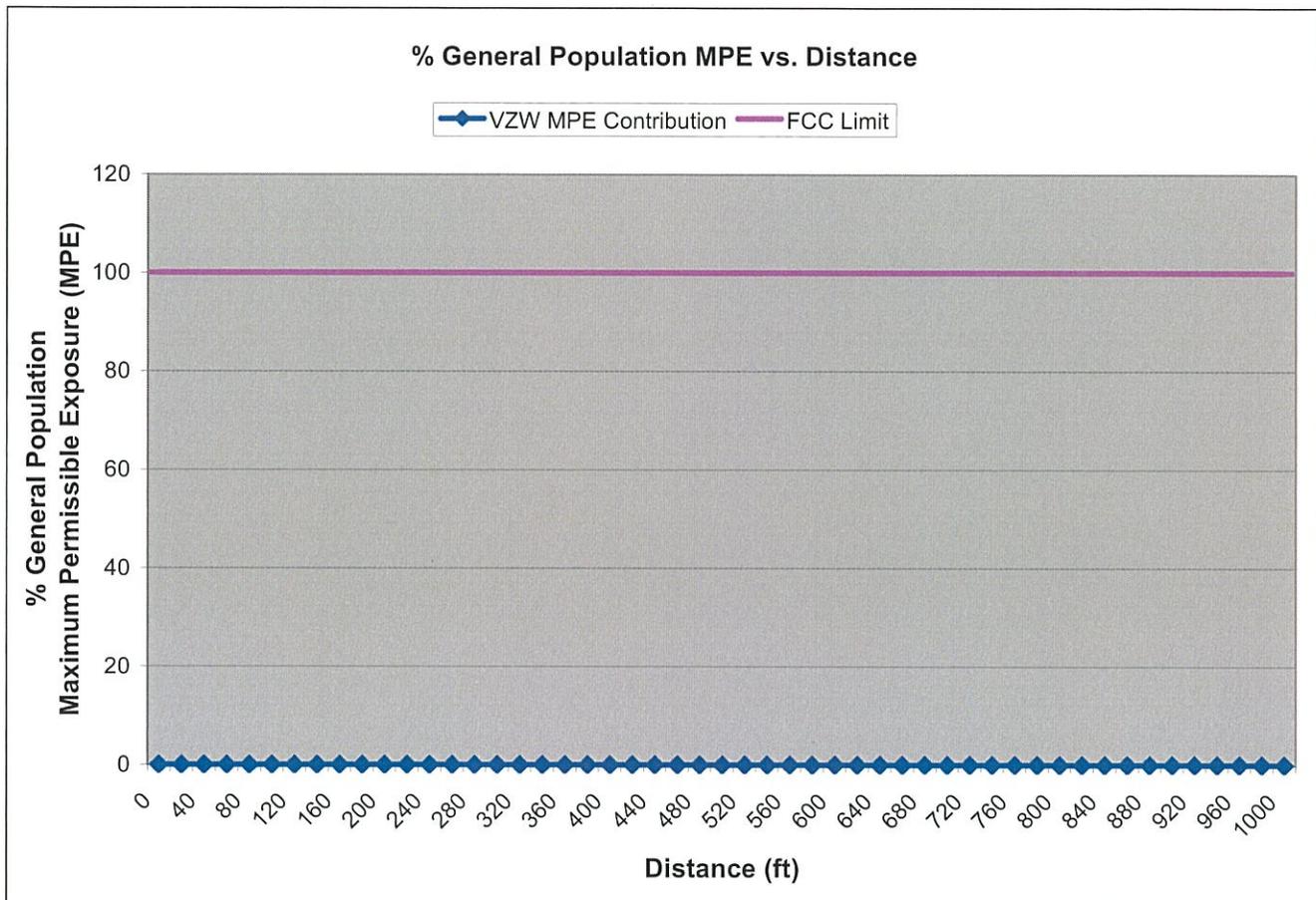


FIGURE 1: Diagram of Electromagnetic Field Strength as a Function of Distance and Antenna Orientation



The above diagram illustrates the conceptual relationship of distance and orientation to directional panel antennas used in wireless communications. At the base of the structure ($x = 0$), the distance R is a minimum when the angle of the direction of propagation θ is a maximum. As one moves away from the antenna structure, the horizontal distance X increases as well as the distance R to the antennas while the angle below the horizon decreases. For this reason, electromagnetic fields from these facilities remain fairly uniform up to a few hundred feet and continue to taper off with distance. As noted in the report, the electromagnetic fields from these types of facilities are hundreds of times below safety standards at any distance from the antenna structure, making them essentially indistinguishable relative to other sources of electromagnetic fields in the environment due to the elevated heights of the antennas and the relatively low power at which these systems operate.

FIGURE 2: Graph of MPE Contribution vs. Distance



The above graph represents the contribution of Verizon Wireless to the composite electromagnetic field exposure level at any distance from the base of the structure. The contribution of Verizon Wireless will remain well under 1% of the FCC general population maximum permissible exposure (MPE) at any distance as shown.

DECLARATION OF ENGINEER

Paul Dugan, P.E., declares and states that he is a graduate telecommunications consulting engineer (BSE/ME Widener University 1984/1988), whose qualifications are a matter of record with the Federal Communications Commission (FCC). His firm, Millennium Engineering, P.C., has been retained by Verizon Wireless to perform power density measurements or calculations for an existing or proposed communications facility and analyze the data for compliance with FCC exposure limits and guidelines for human exposure to radiofrequency electromagnetic fields.

Mr. Dugan also states that the calculations or measurements made in the evaluation were made by himself or his technical associates under his direct supervision, and the summary letter certification of FCC compliance associated with the foregoing document was made or prepared by him personally. Mr. Dugan is a registered professional engineer in the Jurisdictions of Pennsylvania, New Jersey, Delaware, Maryland, Virginia, New York, Connecticut, District of Columbia, West Virginia and Puerto Rico with over 30 years of engineering experience. Mr. Dugan is also an active member of the Association of Federal Communications Consulting Engineers, the National Council of Examiners for Engineering, the National Society of Professionals Engineers, the Pennsylvania Society of Professional Engineers, and the Radio Club of America. Mr. Dugan further states that all facts and statements contained herein are true and accurate to the best of his own knowledge, except where stated to be in information or belief, and, as to those facts, he believes them to be true. He believes under penalty of perjury the foregoing is true and correct.



Paul Dugan, P.E.

Executed this the 10th day of January, 2019.

PAUL DUGAN, P.E.
132 Jaffrey Road
Malvern, Pennsylvania 19355

Cell: 610-220-3820

Fax: 610-644-4355

Email: pauldugan@comcast.net

Web Page: www.millenniumeng.com

EDUCATION: Widener University, Chester, Pennsylvania
Master of Business Administration, July 1991
Master of Science, Electrical Engineering, December 1988
Bachelor of Science, Electrical Engineering, May 1984

PROFESSIONAL ASSOCIATIONS: **Registered Professional Engineer** in the following jurisdictions:

Pennsylvania, License Number PE-045711-E
New Jersey, License Number GE41731
Maryland, License Number 24211
Delaware, License Number 11797
Virginia, License Number 36239
Connecticut, License Number 22566
New York, License Number 079144
District of Columbia, License Number PE-900355
West Virginia, License Number 20258
Puerto Rico, License Number 18946

Full member of **The Association of Federal Communications Consulting Engineers**
(www.afcce.org) January 1999 to Present
Elected to serve on the Board of Directors for 2006-2007

Full member of **The National Society of Professional Engineers** (www.nspe.org) and the
Pennsylvania Society of Professional Engineers (www.pspe.org) June 2003 to Present
Currently serving on the Board of Directors of the Valley Forge Chapter and as South East Region Vice-Chair for the "Professional Engineers in Private Practice" Executive Committee

Actively participate in **Chester County ARES/RACES** (CCAR www.w3eoc.org) which prepares and provides emergency backup communications for Chester County Department of Emergency Services, March 2005 to Present

Full member of **The National Council of Examiners for Engineering**
(www.ncees.org) May 2001 to Present

Full Member of **The Radio Club of America**
(www.radio-club-of-america.org) December 2003 to present

PROFESSIONAL EXPERIENCE: Millennium Engineering, P.C., Malvern, Pennsylvania
Position: **President**, August 1999 to Present (www.millenniumeng.com)

Verizon Wireless, Plymouth Meeting, Pennsylvania
Position: **Cellular RF System Design/Performance Engineer**, April 1990 to August 1999

Communications Test Design, Inc., West Chester, Pennsylvania
Position: **Electrical Engineer**, May 1984 to April 1990

EXHIBIT O



January 18, 2019

Planning Board
Town of Thompson
4052 Route 42
Monticello, NY 12701
Attn: Heather Zangla, Planning Board Secretary

RE: Application by Tarpon Towers II, LLC and Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless for the approvals necessary to construct and operate a 184' wireless telecommunications tower (with 4' lightning rod) and associated improvements on land owned by Calcam Associates, Inc. located off Wurtsboro Mountain Road (S.B.L. # 35-1-34) in the Town of Thompson, Sullivan County, New York (Verizon Wireless' "Louise Marie" site)

Dear Members of the Planning Board:

Tarpon Towers II, LLC, on behalf of itself and Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless, and any successors in interest, agrees to notify the Town of Thompson Building Department within thirty (30) days of discontinuance of use of the tower and to remove the proposed wireless telecommunication facility and related improvements installed as part of the above-referenced project if the facility becomes obsolete, damaged beyond use or ceases to be used for its intended purpose within four (4) months thereof. This letter is submitted pursuant to § 250-78 of the Town of Thompson Zoning Code.

If you have any questions, please feel free to contact me at (941) 757-5010 x104.

Sincerely,

A handwritten signature in black ink, appearing to read "Brett Buggeln", is written over a horizontal line.

Brett Buggeln
Chief Operating Officer

EXHIBIT P

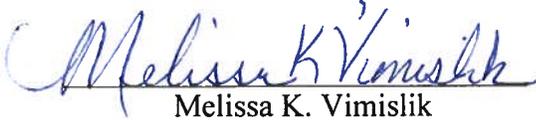
In the Matter of Tarpon Towers / Verizon Wireless' Application to the Town of Thompson for Approvals to Construct and Operate a Wireless Telecommunications Facility on property off Wurtsboro Mountain Road (S.B.L. #35-1-34) in the Town of Thompson, New York.

AFFIDAVIT OF MAILING

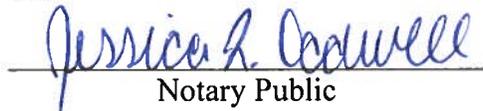
STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

Melissa K. Vimislik, being duly sworn, deposes and says that:

1. I am over the age of eighteen years and am employed by Nixon Peabody LLP, the attorneys for the Applicant in the above-referenced matter.
2. On January 24, 2019, before 5:30 o'clock P.M. in the City of Rochester, Monroe County, New York, I personally mailed the attached letters, via regular mail, by depositing the same properly enclosed in a postpaid wrapper, at the United States Postal Service station located at Clinton Square, in the City of Rochester, Monroe County, New York, directed to the names and address outlined on the attached copies.


Melissa K. Vimislik

Sworn to before me this
24 day of January, 2019.


Notary Public

JESSICA CADWELL
Notary Public, State of New York
Registration #: 01CA6379853
Qualified in Monroe County
Certificate Filed in Monroe County
Commission Expires: 08/27/2022



**NIXON
PEABODY**

NIXON PEABODY LLP
ATTORNEYS AT LAW

NIXONPEABODY.COM
@NIXONPEABODYLLP

Jared C. Lusk
Partner
T 585-263-1140
jlusk@nixonpeabody.com

1300 Clinton Square
Rochester, NY 14604-1792
585-263-1000

January 24, 2019

VIA U.S. MAIL

Village of Monticello
Monticello Village Hall
2 Pleasant Street
Monticello, NY 12701

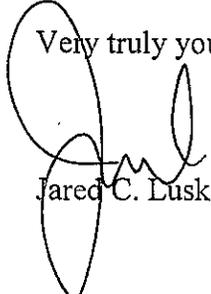
Re: Application by Tarpon Towers II, LLC and Bell Atlantic Mobile Systems of Allentown, Inc. d/b/a Verizon Wireless for the approvals necessary to construct and operate a 184' wireless telecommunications tower (with 4' lightning rod) and associated improvements on land owned by Calcum Associates, Inc. located off Wurtsboro Mountain Road (S.B.L. # 35-1-34) in the Town of Thompson, Sullivan County, New York (Verizon Wireless' "Louise Marie" site)

To Whom It May Concern:

The Town of Thompson wireless telecommunications law requires that Tarpon Towers / Verizon Wireless notify adjacent municipalities of the above-referenced application to the Town of Thompson Planning Board. Verizon Wireless made application on January 24, 2019 to the Town of Thompson Planning Board to construct and operate a micro cell telecommunications facility in the Town of Thompson.

Tarpon Towers will construct the proposed tower and associated improvements of property located off Wurtsboro Mountain Road in the Town of Thompson, New York.

Very truly yours,


Jared C. Lusk

JCL/mkv



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Partner
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jlusk@nixonpeabody.com

1300 Clinton Square
Rochester, NY 14604-1792
585-263-1000

January 24, 2019

VIA U.S. MAIL

Town of Bethel
3454 Route 55
P.O. Box 300
White Lake, NY 12786

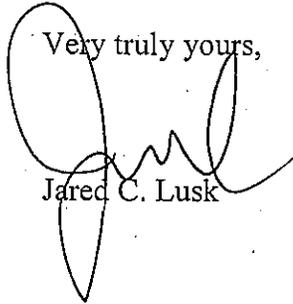
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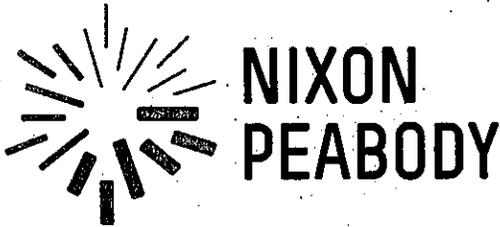
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Very truly yours,


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jlusk@nixonpeabody.com

1300 Clinton Square
Rochester, NY 14604-1792
585-263-1000

January 24, 2019

VIA U.S. MAIL

Town of Fallsburg
P.O. Box 2019
19 Railroad Plaza
South Fallsburg, NY 12779

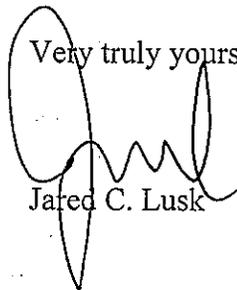
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Very truly yours,



Jared C. Lusk

JCL/mkv



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Partner
T 585-263-1140
jlusk@nixonpeabody.com

1300 Clinton Square
Rochester, NY 14604-1792
585-263-1000

January 24, 2019

VIA U.S. MAIL

Town of Liberty
120 North Main Street
Liberty, NY 12754

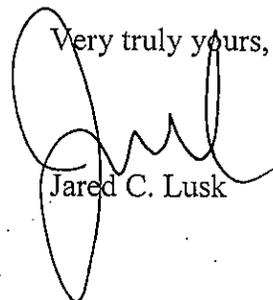
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Very truly yours,



Jared C. Lusk

JCL/mkv



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1300 Clinton Square
Rochester, NY 14604-1792
585-263-1000

January 24, 2019

VIA U.S. MAIL

Town of Forestburgh
332 King Road
Forestburgh, NY 12777

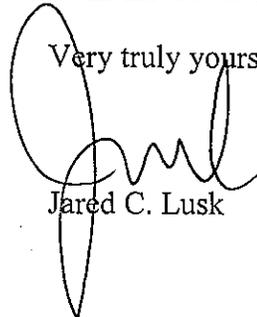
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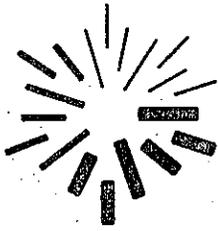
Tarpon Towers will construct the proposed tower and associated improvements of property located off Wurtsboro Mountain Road in the Town of Thompson, New York.

Very truly yours,



Jared C. Lusk

JCL/mkv



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Rochester, NY 14604-1792
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January 24, 2019

VIA U.S. MAIL

Town of Mamakating
2948 Route 209
Wurtsboro, NY 12790

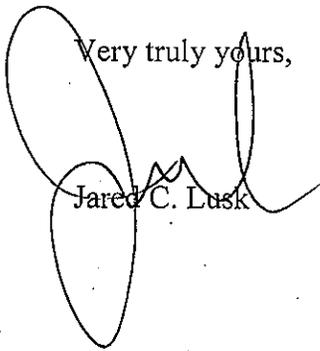
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Very truly yours,


Jared C. Lusk

JCL/mkv

EXHIBIT Q

Tarpon Towers II, LLC
1001 3rd Ave West, Suite 420
Bradenton, FL 34205
Attention: Brett Buggeln

January 22, 2019

**RE: STRUCTURAL DESIGN LETTER
PROPOSED TELECOMMUNICATIONS FACILITY
TARPON TOWERS SITE: NY1137 – LOUISE MARIE
WURTSBORO MOUNTAIN ROAD, TOWN OF THOMPSON, SULLIVAN COUNTY, NY 12775
TECTONIC W.O. 9684.02**

Dear Mr. Buggeln:

Tarpon Towers is proposing a telecommunication facility at the above referenced address. The site includes the installation of a Verizon Wireless antenna array at a centerline height of 180' above ground level (AGL) on a proposed 184' self-support tower (188' to tip of lightning rod). The tower will be designed to accommodate antenna arrays for three (3) future carriers in addition to the proposed Verizon Wireless installation. The future carrier's design loading will be equal to that of the proposed Verizon Wireless loading. The make, model, and manufacturer of the proposed tower will be provided as part of the construction documents to be submitted for the building permit application.

For the purpose of structural design of the self-support tower, foundation and antenna supports, the most stringent criteria of the 2015 New York State Building Code and ANSI/TIA-222-G "Structural Standard for Antenna Supporting Structures and Antennas" will be applied. The proposed installation will be designed by a New York State licensed professional engineer and will meet all of the above listed criteria. The self-support tower will be designed to resist overturning, shear, and all other failure modes. The self-support tower will be designed such that, in the event of a failure, the self-support tower will fall within a fall zone setback of 90'.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.

Steven M. Matthews, PE, LEED-AP
Manager of Engineering



1/22/19

Latham Office

36 British American Boulevard, Suite 101 | Latham, NY 12110
518.783.1630 Tel | 518.783.1544 Fax

tectonicengineering.com
Equal Opportunity Employer