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REPLY TO:

Tarrytown Office

April 8, 2022

Honorable Supervisor Matthew Slater and
Members of the Town Board
Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598

 Town Clerk's Office

APR 08 2022

Diana L. Quast, Town Clerk
Town of Yorktown, New York

RE: Homeland Towers, LLC
Hill Boulevard, Jefferson Valley
Town of Yorktown, NY

Dear Honorable Supervisor Slater and Members of the Town Board:

We are the attorneys for Homeland Towers, LLC ("Homeland Towers") in connection with its proposal to lease a portion of the above captioned property from the Town for a proposed public utility wireless telecommunication facility ("Facility"), including a 130-foot tower and equipment compound designed for the collocation of Town emergency communications equipment and four wireless carriers.

Section 300-59(D)(1) of the Town Code expressly states that "wireless telecommunication facilities shall be located on Town-owned lands or facilities." Such facilities are subject to Town Board lease approval. In this instance, parkland alienation is also required from the New York State legislature.

In furtherance of the foregoing, enclosed please find ten (10) copies of the following materials:

1. Proposed Lease Agreement;
2. Full Environmental Assessment Form;
3. Radio Frequency Exposure Report, demonstrating that the Facility will be in compliance with FCC regulations pertaining to radio frequency emissions;
4. Visual Resource Evaluation with viewshed maps and visual renderings demonstrating that the proposed Facility will not have an adverse visual impact;
5. Radio Frequency Justification Report, demonstrating that the Facility will remedy a significant gap in reliable wireless service in the Town; and

6. Alternative Site Analysis form Klaus Wimmer; and
7. Opinion letter confirming that FAA lighting and marking will not be required.

We look forward to discussing this matter with the Town Board at its next available meeting. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,
SNYDER & SNYDER, LLP

By: 
Robert D. Gaudio

Enclosures

RDG/dac

cc: Adam Rodriguez

Z:\SSDATA\WPDATA\SS3\RDG\Homelandtowers\yorktown\jefferson Valley NY087\letter to TB 4-4-22.rtf

SITE NO.: NY087
SITE NAME: Jefferson Valley
LESSOR: Town of Yorktown
LEASE NO.: 3

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____ 202_ (the "Effective Date") by and between the Town of Yorktown, a municipal corporation ("LESSOR") and HOMELAND TOWERS, LLC, a New York limited liability company, ("LESSEE"). LESSOR and LESSEE are individually referred to herein as a "Party" and collectively as the "Parties."

Recitals

- A. WHEREAS, LESSOR is the owner of certain property located at Route 6 and Hill Boulevard, Jefferson Valley, NY 10535, Westchester County, State of New York, Tax Parcel No. 16.12-1-31, a legal description of which is set forth in Exhibit "A" attached hereto and incorporated herein (the "Property"); and
- B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of LESSEE's equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and
- C. WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and licensing portions of the Telecommunications Facilities to its Customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. Option to Lease. (a) In consideration of the payment of Five Hundred and 00/100 Dollars (\$500.00) (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of twelve (12) months, commencing upon the date of mutual execution of this Agreement and ending twelve (12) months from such date (the "Initial Option Period"). LESSEE shall have the right to extend the Option for two (2) additional twelve (12) month periods (each, an "Extension Period") by giving written notice to LESSOR prior to the end of the then-current Option Period, which notice shall be accompanied by an additional option fee payment of Five Hundred and 00/100 Dollars (\$500.00) (the "Additional Option Fee"). As used herein, the "Option Period" means the Initial Option Period and any applicable Extension Period(s).

(b) During the Option Period and any applicable extension thereof, LESSEE may exercise the Option by so notifying LESSOR in writing.

(c) The provisions of Sections 3(b) and 3(c) of this Agreement shall apply with equal force during the Option Period and, to the extent that LESSEE exercises the Option, the Term of this Agreement.

2. Premises. Subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property sufficient for the construction, operation and maintenance of LESSEE's Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement (the "Leased Premises") as depicted on the site plan/drawing attached hereto and incorporated herein as Exhibit "B" (the "Site Plan"). The Leased Premises is comprised of approximately Three Thousand Five Hundred (3,500) square feet of ground space.

3. Permitted Use. (a) The Leased Premises may be used by LESSEE for, among other things, the construction, operation, maintenance, repair and/or replacement of related facilities, towers, buildings, antennas, equipment, and related activities for the transmission and reception of radio communication signals by LESSEE and its Customers (the "Permitted Use").

(b) LESSEE shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE's use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises; (ii) promptly executing any documents or applications as requested by LESSEE to apply for permits for the use of the Property and Leased Premises; (iii) appointing LESSEE as its agent for all conditional use permit and variance applications, including executing any documents or applications reasonably necessary thereto; (iv) authorizing LESSEE as its agent with respect to signing any zoning or building permit applications for LESSEE's use of the Property; and (v) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE. LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to (A) any change in the zoning of the Property, or (B) the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE's ability to use the Property in the manner set forth in this Section 3.

(c) LESSEE shall perform, at LESSEE's expense, title reports, RF engineering studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, permitted use, system design, operations and Government Approvals (the "Investigations"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, with respect to the Investigations by: (i) granting LESSEE a license to enter the Property and conduct the Investigations on, under and over the Property; (ii) allowing LESSEE to perform the Investigations; and (iii) undertaking any other steps as are reasonably necessary in support of such Investigations.

(d) In addition to the provisions of Section 10 below, prior to LESSEE's construction of the Telecommunications Facilities, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.

4. Term. (a) The initial term of this Agreement ("Initial Term") shall be ten (10) years, commencing on the date of LESSEE's exercise of the Option (the "Commencement Date"). LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for nine (9) additional five (5) year renewal terms (each, a "Renewal Term"), and collectively, the "Renewal Terms"). Each such renewal shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or then-applicable Renewal Term, as the case may be. As used herein, "Term" means the Initial Term and any applicable Renewal Term(s).

(b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period commencing on the last day of the final Renewal Term through the date which is six (6) months thereafter, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("LESSEE's Limited First Right To Negotiate"). If, at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.

5. Rent. (a) Commencing on the Rent Commencement Date, as defined in this paragraph, LESSEE shall pay LESSOR as monthly "Rent" an amount equal to Two Thousand and 00/100 Dollars (\$2,000.00) (the "Minimum Rent") or (b) Thirty Five Percent (35 %) (the "Percentage Rent") of Gross Income (as defined below) derived by LESSEE from its Customers using the Telecommunications Facilities on the Leased Premises (collectively, the "Authorized Users"), whichever is greater. The Rent shall be payable in equal monthly installments in advance on the first day of each month to LESSOR; rent for any partial month will be prorated. Rent shall be sent to LESSOR at the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17: Town of Yorktown, 363 Underhill Ave, Yorktown Heights, NY 10598. As used herein, "Rent Commencement Date" means the earlier of (i) six (6) months after the Commencement Date, and (ii) the date on which LESSEE completes construction at the Leased Premises.

(b) Commencing on the first (1st) day of the first Renewal Term (if any), the Minimum Rent due hereunder shall be increased by an amount equal to ten percent (10%) over the Minimum Rent applicable during the Initial Term. On the first day of each follow-on Renewal Term thereafter (if any), the Minimum Rent due hereunder shall be increased by an amount equal to ten percent (10%) of the Minimum Rent applicable during the immediately preceding Renewal Term.

(c) As used herein, "Gross Income" means the income actually received by LESSEE from the Authorized Users during the applicable month or portion thereof in connection with their occupancy of the Telecommunications Facilities on the Leased Premises. The parties agree and acknowledge that the following fees, reimbursements, taxes, and pass-throughs paid to LESSEE by the Authorized Users are expressly excluded from the definition of Gross Income: (i) installation and maintenance fees for services provided by LESSEE on behalf of the Authorized Users; (ii) operating expense, common area cost, and tenant improvement fees and reimbursements; (iii) utility charges; (iv) damage awards, indemnification payments, and related reimbursements; (v) any and all insurance proceeds (with the limited exception of business interruption insurance, to the extent applicable); (vi) all sums collected from Authorized Users for taxes (including, to the extent applicable, sales and use taxes, excise taxes, and similar taxes) for which LESSEE is responsible; (vii) un-forfeited security deposits; and (viii) any proceeds applicable to LESSEE's assignment of the Lease Agreement. If this Agreement expires or is otherwise terminated prior to the last day of the month, the Percentage Rent due hereunder shall be prorated. All Percentage Rent payments shall be payable as set forth in Section 5(a).

(d) Effective on each anniversary of the Commencement Date, LESSEE shall provide LESSOR a statement (the "Annual Statement") of LESSEE's Gross Income during the applicable calendar year period (or portion thereof). Such statement will be accompanied by the certification of LESSEE's Controller (or his/her designee) confirming that the statement and the Percentage Rent payments were calculated in accordance with this Section 5. Notwithstanding the preceding sentence, in the event that the Agreement expires or is terminated prior to the Commencement Date, LESSEE shall remit a statement and certification referenced in the preceding sentence, to LESSOR not later than 90 days after the date of expiration or termination.

(e) Within thirty (30) days after receipt of all Governmental Approvals necessary for the construction, operation and maintenance of the Telecommunications Facilities, LESSEE shall make a LESSOR a one-time, lump-sum payment in the amount of Twenty Five Thousand and 00/100 Dollars (\$ 25,000.00) which LESSOR shall apply to the benefit of LESSOR's first responders/emergency communication departments.

6. Interference. Subject to LESSEE's rights under this Agreement including, without limitation, non-interference, LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property by LESSOR or its lessees or licensees with rights in the Property prior in time to LESSEE's initial use thereof as a telecommunications facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon written notice from the other, promptly cause such interference to be terminated. In the event that any such interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

7. Construction of Improvements. (a) From time to time during the Term hereof, LESSEE shall have the right, in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate any or all of the Telecommunications Facilities. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the right, but not the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.

(b) The Telecommunication Facilities shall be initially configured as generally set forth in **Exhibit "C,"** attached hereto and incorporated herein (the "Site Plan"). LESSEE shall have the right to modify, replace, add to, upgrade, rebuild, and/or relocate the Telecommunication Facilities at any time during the Term.

(c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Telecommunications Facilities.

(d) Effective upon the Commencement Date of this Agreement and throughout the Term hereof, LESSEE shall post a removal bond to the benefit of LESSOR substantially conforming to the draft bond attached hereto and incorporated herein as **Exhibit "E"** (the

“Removal Bond”). LESSEE’s failure to timely remove its Telecommunications Facilities from the Leased Premises pursuant to the terms of this Agreement shall constitute a default under this Agreement and LESSOR shall so notify the Surety in writing.

8. Access. (a) As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property and LESSOR controlled Right-of-Way twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress, egress, operation, maintenance, replacement, and repair of the Telecommunications Facilities (the **“Access Rights”**). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, parking rights, and (ii) extend to LESSEE, its Customers, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them.

(b) In addition to the Access Rights set forth in the preceding paragraph, during the period that the Telecommunications Facilities are being constructed, LESSOR grants to LESSEE and its Customers the right to use such portions of the Property and the Adjacent Property as are reasonably required for the construction and installation of the Telecommunications Facilities, including, but not necessarily limited to, (i) the right of ingress to and egress from the Property and, to the extent reasonably required, the Adjacent Property for construction machinery and related equipment, and (ii) the right to use such portions of the Property and/or Adjacent Property as are reasonably necessary for the storage of construction materials and equipment. As used herein, **“Adjacent Property”** means other real property owned by LESSOR that is contiguous to, surrounds, or in the immediate vicinity of the Property.

9. Utilities. (a) LESSOR hereby grants to LESSEE, at LESSEE’s sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify utilities at the Leased Premises (including, without limitation, telephone service, telecommunications lines (including, fiber) and electricity). LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

(b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE’s request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents, and further grants to LESSEE an irrevocable power of attorney to execute, on LESSOR’s behalf, any and all such documents.

10. Default and Termination. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party’s receipt of written notice thereof from the non-breaching party; *provided, however*, that if efforts to cure such breach are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months, and further provided that the cure period for any monetary default shall be thirty (30) days from the defaulting party’s receipt of the other party’s written notice of payment delinquency; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE’s opinion, for LESSEE’s Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, in LESSEE’s sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises cease to be economically viable as a telecommunications site (as determined by LESSEE in its sole business judgment); and (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE.

(b) Except as expressly limited by this Agreement, a party’s termination hereof as the result of a breach thereof by the other party that is not cured within the applicable period set forth in Section 10(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.

11. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunication Facilities or providing access to the Premises is taken by eminent domain or other action by governmental authority(s) of appropriate

jurisdiction (each, an “Act of Condemnation”), and if, in LESSEE’s sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the Permitted Use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to Lessor, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE’s use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Indemnification. Subject to the provisions of Section 14 below, LESSEE shall defend (with counsel reasonably acceptable to LESSOR), indemnify, and hold LESSOR harmless from and against any claims (including reasonable attorneys’ fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, “Claims”) resulting from the negligence or willful misconduct of LESSEE and LESSEE’s agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the “LESSEE Parties”) occurring in or about the Premises or the Property. LESSOR shall defend (with counsel reasonably acceptable to LESSEE), indemnify, and hold LESSEE harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR’s agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the “LESSOR Parties”) occurring in or about the Premises or the Property. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entity’s engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a “Hazardous Substance” and collectively, “Hazardous Substances”) regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, “Environmental Laws”). LESSOR and LESSEE each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law(s). LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 12 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 12 above), from and against any and all Claims (as also defined in Section 12) arising from the indemnifying party’s breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party’s use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. Insurance. a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: (i) Bodily Injury: \$1,000,000.00 for injury to any one (1) person, and \$2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence; and (ii) Property Damage: replacement cost for all of LESSEE’s equipment located at the Leased Premises (collectively, the “LESSEE Policies”). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR’s written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR’s request.

(b) LESSEE hereby releases and holds harmless LESSOR and the LESSOR Parties, and LESSOR hereby releases and holds harmless LESSEE and the LESSEE Parties, from and against any personal injury/death occurring at the Premises and/or the Property that results from risks insured against under any insurance policy(s) carried by such party that are in force at the time of any such injury or damage. LESSOR and LESSEE shall use commercially reasonable efforts to cause all insurance policies referenced in this Section 14 to include a waiver of subrogation against the other party with respect to any injury or damage covered under such policy. The waivers and releases in this paragraph shall not only apply as between the parties, but shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 14 shall not be construed as a waiver of any of the provisions of this Agreement, nor

shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 14(c) shall survive the expiration or earlier termination of this Agreement.

15. Taxes. LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and LESSOR's property thereon. LESSOR has the right, pursuant to the terms of this Agreement and any communications license agreement by and between LESSEE, as licensor and LESSOR, as licensee, to occupy certain mutually-agreed upon space at the Telecommunications Facilities for the placement and operation of LESSOR's Equipment (as defined in Section 21). To the extent not prohibited by applicable law, in consideration for the benefits to be derived by LESSOR with respect to the rent payable under this Agreement and the right to locate and operate the LESSOR's Equipment at the Telecommunications Facilities without an attendant rent obligation, LESSOR shall, throughout the Term of this Agreement, refrain from imposing personal property taxes, assessments, and similar charges with respect to the Telecommunications Facilities and related equipment owned by LESSEE located at the Leased Premises (collectively, the "Telecommunications Facilities Personal Property Taxes"). In the event that applicable law prohibits LESSOR from refraining to assess or impose the Telecommunications Facilities Personal Property Taxes, then LESSOR and LESSEE agree that LESSEE shall have the right to offset the aggregate amount of the Telecommunications Facilities Personal Property Taxes so assessed/imposed against Rent that become due and owing to LESSOR under this Agreement.

16. Quiet Enjoyment, Title and Authority. (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through, or under LESSOR.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE and of record as of the date of this Agreement; and (iii) LESSOR's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.

(c) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that that LESSOR shall not itself operate wireless telecommunications facilities on the Property, or any portion thereof, nor will LESSOR grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

17. Notices. All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE, to:
Homeland Towers, LLC
9 Harmony St, 2nd Floor
Danbury, CT 06810
Telephone: (203) 297-6345

With a copy to:
Roni D. Jackson, Esq.
Infra Holdings, LLC
Alexandria, VA 22314
(571) 366-1720

If to LESSOR, to:
Town of Yorktown
363 Underhill Ave
Yorktown Heights, NY 10598
Attn: Supervisor
Telephone: _____

With a copy to:

Attn: _____
Telephone: _____

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

18. Estoppel, Non-Disturbance and Attornment. (a) From time to time during the Term of this Agreement, LESSOR agrees, upon not less than ten (10) days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate (the "Lessor Estoppel") certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement beyond or any applicable cure period or, if applicable, truthfully specifying any default by LESSEE hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current rent payable under the Agreement; and (v) a true and correct copy of the Agreement and all amendments thereto shall be attached to the Lessor Estoppel.

(b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

(c) For purposes of allowing LESSEE to satisfy its lender's continuing rights with respect to LESSEE'S property on the Leased Premises, and with respect to LESSEE's rights and interests under this Agreement, LESSOR agrees as follows:

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

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest in and/or mortgaging of LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. LESSOR agrees to recognize LESSEE's mortgagee as LESSEE hereunder upon any such exercise by LESSEE's mortgagee of its rights of foreclosure. LESSOR further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of LESSEE's mortgagee in the collateral securing all indebtedness at any time owed by LESSEE to its mortgagee (collectively the "Collateral"), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE's mortgagee, LESSEE's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR;

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

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

19. Assignment and Subletting LESSEE shall have the right to assign its interest in this this Agreement, whether in whole or in part, without LESSOR's consent. Upon notification to LESSOR of such assignment, LESSEE shall be relieved of all future performance, liabilities and obligations under this Agreement. In addition, LESSEE shall have the right to license or sublet the Leased Premises, in whole or in part, without LESSOR's consent, for the Permitted Use set forth in Section 3.

20. Right of First Refusal. If during the term of this Agreement, LESSOR receives a bona fide offer (“Bona Fide Offer”) from a third party to lease or purchase (a) an interest in all or a portion of the Property whether in fee, by grant of easement, or otherwise, (b) LESSOR’s interest under this Agreement including, but not limited to, LESSOR’s rights to receive rents hereunder, and/or (c) the right to enter into an option, lease, or easement after the term of this Agreement that LESSOR is willing to accept (individually and collectively, the “Property Interest”), LESSEE shall have the right of first refusal (“Right of First Refusal”) to so acquire the Property Interest that is the subject of the Bona Fide Offer. LESSOR shall provide LESSEE with a written copy of the Bona Fide Offer, and LESSEE shall have thirty (30) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its Right of First Refusal with respect to the Property Interest that is the subject thereof. If LESSEE exercises its right to purchase the subject Property Interest, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If LESSEE fails to exercise its Right of First Refusal, this Agreement shall remain in full force and effect, and such Right of First Refusal shall lapse with respect to the Bona Fide Offer, (but not with respect to any subsequent Bona Fide Offer(s)), unless LESSOR fails to convey the subject Property Interest to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty (180) days of the date of LESSEE’s waiver of such Right of First Refusal.

21. Lessor’s Use of Leased Premises. Subject to the above limitations, during the term of this Agreement, Lessor’s police, highway, fire, water, ambulance and emergency service providers (with the specific exclusion of any county, state or federal providers, each an “Emergency Provider”) shall have the non-exclusive right to install, maintain, and operate antennas, equipment and/or improvements more fully described in Exhibit “B”, annexed hereto and made a part hereof (collectively, “Lessor’s Equipment”) and each Emergency Provider shall enter into a site license/lease or use agreement with LESSEE substantially in the form attached hereto as Exhibit “F” (the “Communications License Agreement”). The relocation and initial installation of the LESSOR’s Equipment shall be performed by a contractor reasonably acceptable to LESSEE and at LESSEE’s expense. The subsequent maintenance of the LESSOR’s Equipment shall be the sole responsibility of LESSOR and/or the Emergency Provider. The LESSOR’s Equipment shall not interfere with any existing or future Customers. Any of LESSOR’s Tower mounted Equipment that provides service in the Town of Yorktown, shall be limited as follows: (i) the antenna or equipment shall be equal to or higher than 150 feet or between the height of 40 feet to 100 feet of the communications tower located at the Leased Premises (the “Tower”); and (ii) Lessor’s antennas shall be placed on the Tower as shown in Exhibit B. LESSOR shall provide LESSEE with a list of current operating frequencies within ninety (90) days of full execution of this Agreement, to be used for Lessor’s Equipment and LESSEE shall take commercially reasonable efforts to ensure that all existing and future Customers shall not cause interference with such operating frequencies.

22. Miscellaneous. (a) This Agreement, including Exhibits A-F hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.

(b) LESSOR shall, not later than thirty (30) days following the Effective Date hereof, provide LESSEE with a copy of LESSOR’s organizational documents which may include, by way of example, (i) LESSOR’s Articles of Incorporation, By-Laws, Partnership Agreement, Operating Agreement and the like, which documents shall evidence LESSOR’s authority, right, and ability to enter into this Agreement, (ii) current certificates of good standing and incumbency, (iii) a duly-executed and authorized resolution authorizing the transactions contemplated hereby, and (iv) a document evidencing, to LESSEE’s commercially-reasonable satisfaction, the signature authority of the LESSOR representative who executed this Agreement on LESSOR’s behalf.

(c) Concurrently with the execution of the Agreement, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as Exhibit “C” (the “Memorandum”). LESSEE shall cause the Memorandum to be recorded, at LESSEE’s sole cost and expense, in the official records of the county and state in which the Leased Premises are located. Upon determination of the legal description of the Leased Premises by LESSEE (the “Leased Premises Legal Description”), LESSOR and LESSEE shall amend this Agreement and record an amendment to the Memorandum to incorporate the Leased Premises Legal Description.

(d) Any sale or conveyance of all or any portion of the Premises shall be subject to this Agreement and LESSEE’s rights hereunder.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located, without regard to the choice of law rules thereof.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

(h) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

**TOWN OF YORKTOWN
("LESSOR")**

By: _____

Name: _____

Title: _____

Tax ID: _____

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

**HOMELAND TOWERS, LLC
("LESSEE")**

By: _____

Manuel J. Vicente
President

Print Name: _____

Signed, sealed and delivered in the presence of:

Print Name: _____

EXHIBIT "A" TO OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWN OF YORKTOWN, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BEING SHOWN AND DESIGNATED AS PARCEL 3 ON MAP ENTITLED "SUBDIVISION MAP OF PROPERTY OF JEFFERSON VALLEY CORP.; SITUATE IN TOWN OF YORKTOWN, WESTCHESTER COUNTY, N. Y.", PREPARED BY J. HENRY CARPENTER & CO. ON FEBRUARY 5, 1971, LAST REVISED ON APRIL 8, 1971 AND FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESTCHESTER, DIVISION OF LAND RECORDS ON SEPTEMBER 3, 1971 AS FILED MAP NO. 17541, AND ALSO BEING KNOWN AS TOWN TAX MAP SECTION 5.18, PARCEL 7, LOT 7 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF U. S. ROUTE 6 (ALSO KNOWN AS N. Y. STATE HIGHWAY NO. 1309), WHERE SAME IS INTERSECTED BY THE WESTERLY BOUNDARY OF HILL BOULEVARD AS SAME APPEARS ON THE AFORESAID MAP; RUNNING THENCE SOUTHERLY FROM SAID POINT ALONG THE WESTERLY BOUNDARY OF HILL BOULEVARD, S-4-55-48-E, 9.82 FT. TO THE LEFT TO A POINT OF CURVE, THENCE ALONG THE CIRCUMFERENCE OF A 827.45 FT. RADIUS CURVE HAVING A CENTRAL ANGLE OF 11°-43'-02" AND AN ARC LENGTH OF 169.22 FT. TO A POINT; THENCE LEAVING THE WESTERLY BOUNDARY OF HILL BOULEVARD AND CONTINUING WESTERLY ALONG THE DIVIDING LINE BETWEEN PARCEL 3 AND PARCEL 2 AS SAME APPEARS ON THE AFORESAID MAP; S-59-00-00-W, 180.70 FT.; S-69-54-20-W, 116.58 FT. TO A POINT ON THE EASTERLY BOUNDARY OF LANDS OF THE CONSOLIDATED EDISON CO. OF N. Y., INC.; FORMERLY KNOWN AS THE WESTCHESTER LIGHTING CO., AS SAME APPEARS ON SAID MAP; THENCE NORTHERLY ALONG SAME, N-10-54-16-E, 292.91 FT. TO A POINT ON THE SOUTHERLY BOUNDARY OF U. S. ROUTE 6, AFOREMENTIONED, THENCE EASTERLY ALONG SAME, ALONG THE CIRCUMFERENCE OF A 2825 FT. RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 3°-36'-22" AND AN ARC LENGTH OF 177.80 FT. TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 1.181 ACRES OR 51,439 S.F.

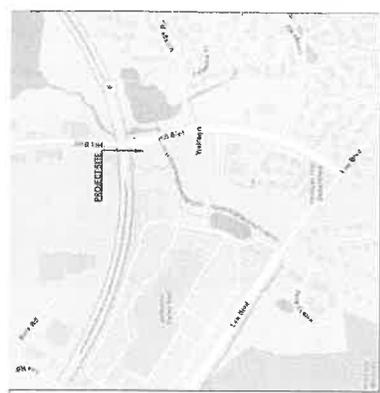
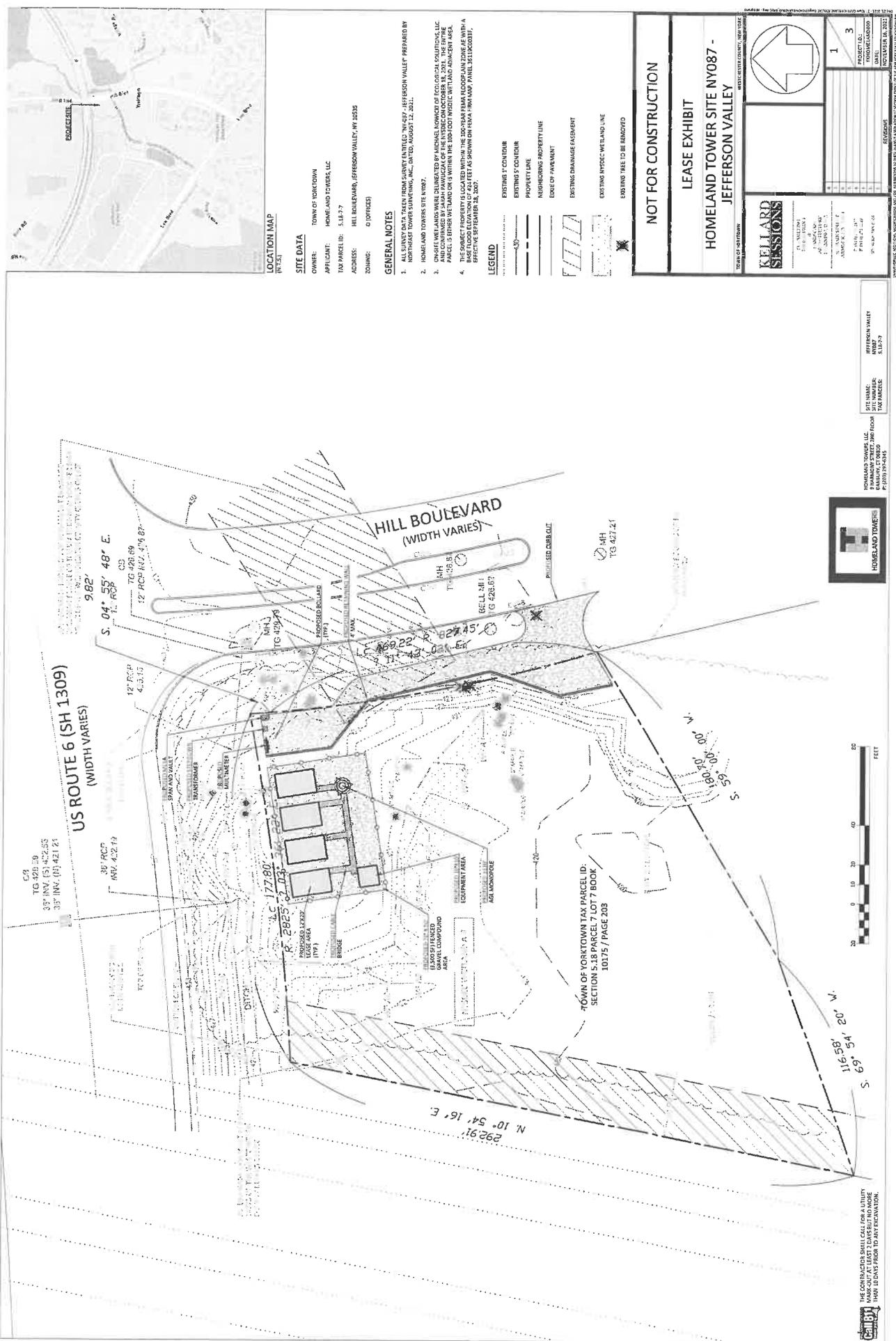
EXHIBIT "B" TO OPTION AND GROUND LEASE AGREEMENT

DEPICTION/DESCRIPTION/SITE PLAN OF LEASED PREMISES (SITE PLAN)¹

[See attached drawings, three (3) pages, Lease Exhibit Sheets 1, 2 and 3 dated November 16, 2021, prepared by Kellard Sessions Consulting Engineering on behalf of Homeland Towers, LLC.]

X The Leased Premises includes ground space.

¹ LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the "Leased Premises Legal Description") and an as-built site plan (the "As-Built Site Plan"). Effective on the date of LESSEE's delivery of the Leased Premises Legal Description/As-Built Site Plan to LESSOR, such Legal Description/As-Built Site Plan shall replace the text of this Exhibit.



LOCATION MAP
NY 153

SITE DATA
OWNER: TOWN OF YORKTOWN
APPLICANT: HOMELAND TOWERS, LLC
TAX PARCEL ID: 5.18-77
ADDRESS: HILL BOULEVARD, JEFFERSON VALLEY, NY 10555
ZONING: O (OFFICES)

GENERAL NOTES

1. ALL SURVEY DATA FROM THIS PLAN IS BASED ON THE 2007 JEFFERSON VALLEY MAP PREPARED BY NORTHEAST TOWNSHIP SURVEYING, INC. ON 10/12/07.
2. HOMELAND TOWERS SITE NY087.
3. EXISTING WETLANDS WERE Delineated BY MICHAEL BOWEN OF ECOLOGICAL SOLUTIONS, LLC AND CONFIRMED BY SARAH PAVULAZZA OF THE NYSDC ON OCTOBER 18, 2021. THE ENTIRE PARCEL IS EITHER ON TOWN OR IS WITHIN THE 100-FOOT WETLAND ADJACENT AREA.
4. THIS PROJECT PROPERTY IS LOCATED WITHIN THE 300-YEAR FLOOD HAZARD ZONE AS WITH-A EFFECTIVE SEPTEMBER 28, 2020.

LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING DRAINAGE EASEMENT
- EXISTING NYSDC WETLAND LINE
- EXISTING TREE TO BE REMOVED

NOT FOR CONSTRUCTION

LEASE EXHIBIT

HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY

WESTVILLE COUNTY, NEW YORK

KELLARD SESSIONS

1 3

DATE: OCTOBER 16, 2022

HOMELAND TOWERS, LLC
SITE NAME: JEFFERSON VALLEY
SITE NUMBER: NY087
DRAWING NUMBER: 220177

HOMELAND TOWERS, LLC
1000 STATE STREET
JEFFERSON VALLEY, NY 10555
P: (518) 297-6945

TOWN OF YORKTOWN TAX PARCEL ID:
SECTION 5.18 PARCEL 7 LOT 7 BOOK
10175 / PAGE 205

116.58' 20' M.
69' 54' 20' S.

US ROUTE 6 (SH 1309)
(WIDTH VARIES)

HILL BOULEVARD
(WIDTH VARIES)

PROPOSED BUILDING

PROPOSED LEASE AREA (177)

BRIDGE

TRANSFORMER

EXISTING TREE TO BE REMOVED

EXISTING NYSDC WETLAND LINE

EDGE OF PAVEMENT

NEIGHBORING PROPERTY LINE

EXISTING 5' CONTOUR

EXISTING 1' CONTOUR

PROPERTY LINE

LEGEND

GENERAL NOTES

SITE DATA

LOCATION MAP

NOT FOR CONSTRUCTION

LEASE EXHIBIT

HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY

WESTVILLE COUNTY, NEW YORK

KELLARD SESSIONS

1 3

DATE: OCTOBER 16, 2022

HOMELAND TOWERS, LLC

SITE NAME: JEFFERSON VALLEY

SITE NUMBER: NY087

DRAWING NUMBER: 220177

HOMELAND TOWERS, LLC

1000 STATE STREET

JEFFERSON VALLEY, NY 10555

P: (518) 297-6945

TOWN OF YORKTOWN TAX PARCEL ID:

SECTION 5.18 PARCEL 7 LOT 7 BOOK

10175 / PAGE 205

116.58' 20' M.

69' 54' 20' S.

US ROUTE 6 (SH 1309)

(WIDTH VARIES)

HILL BOULEVARD

(WIDTH VARIES)

PROPOSED BUILDING

PROPOSED LEASE AREA (177)

BRIDGE

TRANSFORMER

EXISTING TREE TO BE REMOVED

EXISTING NYSDC WETLAND LINE

EDGE OF PAVEMENT

NEIGHBORING PROPERTY LINE

EXISTING 5' CONTOUR

EXISTING 1' CONTOUR

PROPERTY LINE

LEGEND

GENERAL NOTES

SITE DATA

LOCATION MAP

NOT FOR CONSTRUCTION

LEASE EXHIBIT

HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY

WESTVILLE COUNTY, NEW YORK

KELLARD SESSIONS

1 3

DATE: OCTOBER 16, 2022

HOMELAND TOWERS, LLC

SITE NAME: JEFFERSON VALLEY

SITE NUMBER: NY087

DRAWING NUMBER: 220177

HOMELAND TOWERS, LLC

1000 STATE STREET

JEFFERSON VALLEY, NY 10555

P: (518) 297-6945

TOWN OF YORKTOWN TAX PARCEL ID:

SECTION 5.18 PARCEL 7 LOT 7 BOOK

10175 / PAGE 205

116.58' 20' M.

69' 54' 20' S.

US ROUTE 6 (SH 1309)

(WIDTH VARIES)

HILL BOULEVARD

(WIDTH VARIES)

PROPOSED BUILDING

PROPOSED LEASE AREA (177)

BRIDGE

TRANSFORMER

EXISTING TREE TO BE REMOVED

EXISTING NYSDC WETLAND LINE

EDGE OF PAVEMENT

NEIGHBORING PROPERTY LINE

EXISTING 5' CONTOUR

EXISTING 1' CONTOUR

PROPERTY LINE

LEGEND

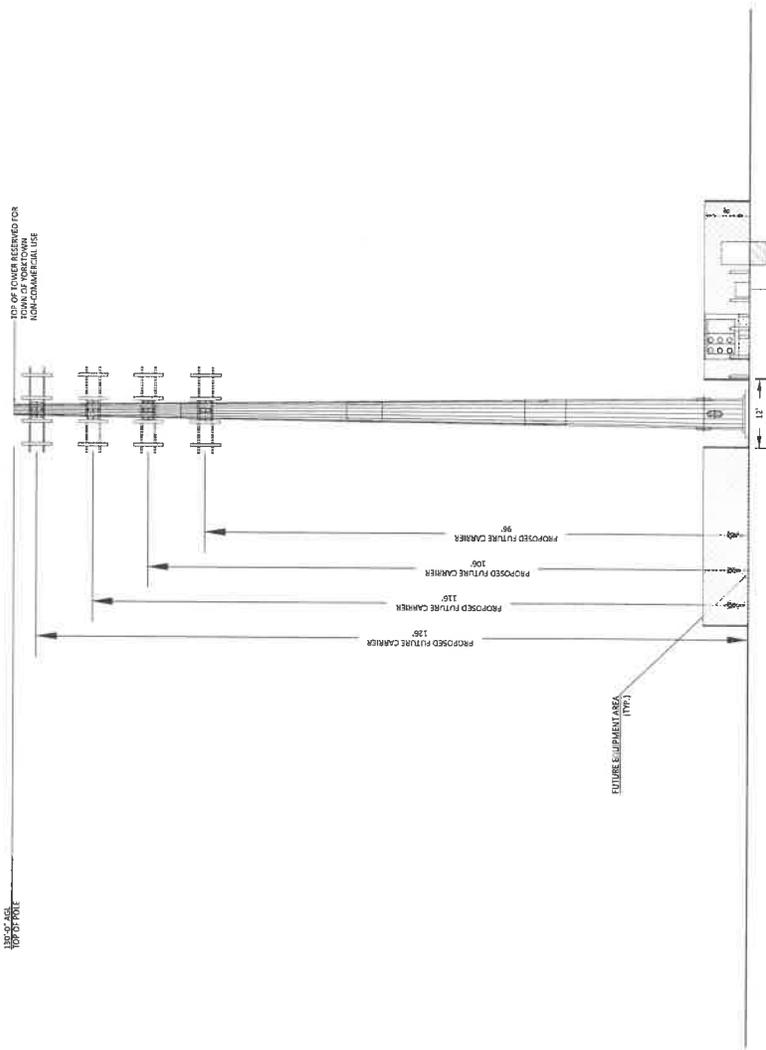
GENERAL NOTES

SITE DATA

LOCATION MAP

NOT FOR CONSTRUCTION

TOP OF FUTURE RETAINED FOR
DOWN-SLOPE WORK AREA
NON-COMMERCIAL USE



NOT FOR CONSTRUCTION

LEASE EXHIBIT
HOMELAND TOWER SITE NY087 -
JEFFERSON VALLEY



PROJECT ID: 3
DATE: 3
NOVEMBER 18, 2022

HOMELAND TOWERS, LLC
8 PARKWAY STREET, 2ND FLOOR
JEFFERSON VALLEY, NY 14094
P: (202) 975-5146



SITE NAME: JEFFERSON VALLEY
SITE NUMBER: NY087
DATE PLOTTED: 5.18.22

THE CONTRACTOR SHALL CALL FOR A UTILITY
LOCATION SURVEY PRIOR TO ANY
EXCAVATION.
Call 811

EXHIBIT "C" TO OPTION AND GROUND LEASE AGREEMENT

SITE PLAN²

² LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with an as-built site plan (the "As-Built Site Plan"). Effective on the date of LESSEE's delivery of the As-Built Site Plan to LESSOR, such As-Built Site Plan shall replace the text of this Exhibit.

EXHIBIT "D" TO OPTION AND GROUND LEASE AGREEMENT
FORM "MEMORANDUM OF LEASE"

[SEE ATTACHED.]

PREPARED/RECORDING REQUESTED BY:

Homeland Towers, LLC

Record and Return to:

Tax ID/Parcel No.: _____
(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this ____ day of _____, 201__ by and between _____, a _____, with an address of _____ ("Lessor") and HOMELAND TOWERS, LLC, a New York limited liability company, with an address of 9 Harmony Street, 2nd Floor, Danbury, CT 06810 ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of _____, 20___. The Lease contains, among other things, the following terms:

1. Description of Property. The Leased Premises are located on that certain real property described in Exhibit A hereto (the "Property").
2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date that Lessee exercises the Option set forth in Section 1 of the Lease. Lessee has the right to extend the term of the Lease for nine (9) successive terms of five (5) years each (individually, a "Renewal Term," and collectively, the "Renewal

Terms”). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the “Term.”

3. Quiet Enjoyment. Pursuant to the Lease, Lessee has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, Pursuant to the Lease, Lessor shall not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

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

5. Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of (a) a lease, grant of an easement, or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Leased Premises are located, (b) a sale, transfer, or other conveyance of LESSOR’s interest in the Lease including, without limitation, the right to receive rent under the Lease, and (c) the right to enter into an option, lease, or easement after the term of the Lease.

6. Limited First Right to Negotiate. In the event that LESSEE exercises all of the Renewal Terms under the Lease, the Lease grants LESSEE an exclusive right to negotiate with LESSOR with respect to the terms of a new lease for a period of six (6) months commencing on the last day of the final Renewal Term. In the event that LESSEE and LESSOR have not reached agreement as to all of the material terms of the new lease on or before the expiration of such six (6) month period, then LESSEE’s exclusive right to negotiate shall be of no further force or effect.

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

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

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

a _____
("LESSOR")

Signed, sealed and delivered in the presence of:

By: _____
Name: _____
Title: _____

Print Name: _____

Print Name: _____

State of _____
County of _____

On _____, 201__, before me, the undersigned Notary Public, personally appeared _____, _____ of _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

HOMELAND TOWERS, LLC,
a New York limited liability company
("LESSEE")

Signed, sealed and delivered in the presence
of:

By: _____
Name: _____
Title: _____

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Print Title: _____

State of _____
County of _____

On _____, 201__, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

**EXHIBIT "A" TO MEMORANDUM OF OPTION AND GROUND LEASE
AGREEMENT**

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWN OF YORKTOWN, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BEING SHUN AND DESIGNATED AS PARCEL 3 ON MAP ENTITLED "SUBDIVISION MAP OF PROPERTY OF JEFFERSON VALLEY CORP.; SITUATE IN TOWN OF YORKTOWN, WESTCHESTER COUNTY, N. Y.", PREPARED BY J. HENRY CARPENTER & CO. ON FEBRUARY 5, 1971, LAST REVISED ON APRIL 8, 1971 AND FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESTCHESTER, DIVISION OF LAND RECORDS ON SEPTEMBER 3, 1971 AS FILED MAP NO. 17541, AND ALSO BEING KNOWN AS TORN TAX MAP SECTION 5.18, PARCEL 7, LOT 7 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF U. S. ROUTE 6 (ALSO KNOWN AS N. Y. STATE HIGHWAY NO. 1309), WHERE SAME IS INTERSECTED BY THE WESTERLY BOUNDARY OF HILL BOULEVARD AS SAME APPEARS ON THE AFORESAID MAP; RUNNING THENCE SOUTHERLY FROM SAID POINT ALONG THE WESTERLY BOUNDARY OF HILL BOULEVARD, S-4-55-48-E, 9.82 FT. TO THE LEFT TO A POINT OF CURVE, THENCE ALONG THE CIRCUMFERENCE OF A 827.45 FT. RADIUS CURVE HAVING A CENTRAL ANGLE OF 11°-43'-02" AND AN ARC LENGTH OF 169.22 FT. TO A POINT; THENCE LEAVING THE WESTERLY BOUNDARY OF HILL BOULEVARD AND CONTINUING WESTERLY ALONG THE DIVIDING LINE BETWEEN PARCEL 3 AND PARCEL 2 AS SAME APPEARS ON THE AFORESAID MAP; S-59-00-00-W, 180.70 FT.; S-69-54-20-W, 116.58 FT. TO A POINT ON THE EASTERLY BOUNDARY OF LANDS OF THE CONSOLIDATED EDISON CO. OF N. Y., INC.; FORMERLY KNOWN AS THE WESTCHESTER LIGHTING CO., AS SAME APPEARS ON SAID MAP; THENCE NORTHERLY ALONG SAME, N-10-54-16-E, 292.91 FT. TO A POINT ON THE SOUTHERLY BOUNDARY OF U. S. ROUTE 6, AFOREMENTIONED, THENCE EASTERLY ALONG SAME, ALONG THE CIRCUMFERENCE OF A 2825 FT. RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 3°-36'-22" AND AN ARC LENGTH OF 177.80 FT. TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 1.181 ACRES OR 51,439 S.F.

EXHIBIT "E" TO OPTION AND GROUND LEASE AGREEMENT

" TOWER REMOVAL BOND"

Bond No.

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we _____, a corporation duly organized under the laws of the State of _____, as Principal and _____, as Surety, are held and firmly bound unto _____ as Obligee, in the amount of _____ Dollars (\$ _____) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at _____. Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at its Home Office located at _____ by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to _____ (Obligee).
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this _____ day of _____, _____.

Principal

Witness

Surety

Witness

, Attorney-in-Fact

EXHIBIT "F" TO OPTION AND GROUND LEASE AGREEMENT
FORM "COMMUNICATIONS LICENSE AGREEMENT"

LICENSOR SITE: NY087 Jefferson Valley
LICENSEE SITE:
LICENSEE: Town of Yorktown

COMMUNICATIONS LICENSE AGREEMENT

This Communications License Agreement (“Agreement”) is entered into this ___ day of _____, 202_ (“Execution Date”), between **Homeland Towers, LLC**, a New York limited liability company (“LICENSOR”), and **Town of Yorktown**, a New York municipal corporation (“LICENSEE”).

1. **Scope of License.** Subject to the terms and conditions of this Agreement and the underlying Master Lease, LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment, antennas, cable runs, electrical and communications equipment, equipment shelter(s) and other supporting equipment described in attached **Exhibit “A”** (the “**Equipment**”) at LICENSOR’s communication site described in the attached **Exhibit “B”** (the “**Site**”), at the location described in the attached **Exhibit “C”** (“**Licensed Premises**”) together with the nonexclusive right to use, subject to the terms, conditions, and covenants of this Agreement, the rights-of way shown on Exhibit C for cable runs from the tower to the ground space, ingress and egress and electric and telephone utility services.

2. **Term.** The “**Term**” of this Agreement shall commence on the Commencement Date and shall continue thereafter for so long as the Master Lease (as defined in Section 16 below) remains in full force and effect, *provided, however*, that LICENSEE is not then in default hereunder beyond any applicable notice and cure period.

3. **License Fee.** (a) On the Commencement Date, LICENSEE shall pay to LICENSOR an annual fee of One and 00/100 Dollar (\$1.00) (“**License Fee**”). LICENSEE agrees that payment of the License Fee or other sums that become due under this Agreement shall be due and payable without the necessity of a demand or invoice from LICENSOR.

(b) LICENSEE shall obtain electricity directly from the public utility company servicing the Site and have a separate electric meter installed at LICENSEE’s sole cost and expense to measure LICENSEE’s electric consumption. LICENSEE shall pay directly to the public utility company for the installation of the meter and for any electricity consumed by LICENSEE at the Site.

(c) If applicable, LICENSEE shall pay all personal property taxes or other taxes assessed against LICENSEE’s Equipment located within the Licensed Premises, and its pro-rata share of any increase in real property taxes and other similar taxes and assessments levied against the Site over any real estate taxes and other similar taxes and assessments paid by LICENSOR prior to the Commencement Date of this Agreement. LICENSOR agrees to furnish proof of any such increase to LICENSEE. If applicable, LICENSEE further agrees to pay any sales or use tax assessed by local and/or state jurisdictions with respect to any revenues paid by LICENSEE to LICENSOR hereunder.

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

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

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

(i) LICENSEE shall submit in writing all plans for such installations, modifications or changes for LICENSOR’s written approval, such approval not to be unreasonably withheld or delayed, to engineers and consultants selected by LICENSOR for review and approval.

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense by LICENSEE's employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld or delayed. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to the Equipment, will be deemed for the immediate use and benefit of LICENSOR so that no mechanic's lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises.

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

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

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

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

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, LICENSEE shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever LICENSOR deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified by LICENSEE within fifteen (15) days after written notice of said interference, then LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE unless LICENSEE commences curing the interference within said fifteen (15) day period and thereafter continuously and diligently pursues to cure the interference ("Cure Period"). In the event the interference is not cured during the initial fifteen (15) day notification period or any Cure Period, LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE, whereupon LICENSEE shall remove the Equipment at its sole cost and expense and in accordance with Paragraph 8 herein. If LICENSEE fails to take possession of its Equipment within thirty (30) days after notice of termination, said Equipment will be deemed abandoned; or

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

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

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

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

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

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

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

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

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

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

12. Insurance. (a) LICENSEE shall keep in full force and effect during the Term a commercial general liability insurance policy, including blanket contractual and completed operations coverage, with the limits of liability of at least Two Million (\$2,000,000.00) Dollars in respect to bodily injury, including death, arising from any one occurrence, and Two Million (\$2,000,000.00) Dollars in respect to damage to property arising from any one occurrence and worker's compensation with a limit of not less than the applicable statutory limit. Said insurance policy shall be primary and shall be endorsed to include LICENSOR as an additional insured and shall provide that LICENSOR will receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy.

Additionally, LICENSEE shall obtain a waiver of subrogation from its insurer on the policies listed above. LICENSEE shall be required to furnish to LICENSOR, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

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

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

If to LICENSOR: Homeland Towers, LLC
Attn: Manny Vicente
9 Harmony Street, 2nd Floor
Danbury, CT 06810
203-297-6345

With a copy to: Roni D. Jackson, Esq.
Infra Holdings, LLC
1800 Diagonal Road, Suite 600
Alexandria, VA 22314
571-366-1720

If to LICENSEE: Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598

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

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

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

15. Assignment. (a) LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber the Licensed Premises and/or its interest in this Agreement. LICENSEE shall upon demand execute and deliver to LICENSOR such further instruments subordinating this Agreement, as may be required by LICENSOR in connection with LICENSOR's contemplated transaction.

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

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

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

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

(b) LICENSEE shall take any and all steps required to cooperate with all licensees and users at the Licensed Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, LICENSEE agrees to pay LICENSOR its pro rata share of the cost of any engineering studies performed at the request of the LICENSOR at the Licensed Premises, involving measurement and RF emissions compliance pertaining to the Licensed Premises.

19. Replacement, Renovation and Extension of Tower. LICENSOR reserves the right, in its sole discretion, to renovate, replace, rebuild or extend the tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with space suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period. LICENSEE agrees that if the tower structure is extended in order to accommodate additional customers of LICENSOR, LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment on the tower as designated by LICENSOR in its sole discretion, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR's expense to said location, provided that the use of LESSEE's Equipment is not materially diminished.

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

21. Miscellaneous. (a) In the event of litigation between the parties in connection with this Agreement, each party shall be entitled to recover its reasonable attorneys' fees and court costs related to such issue on which that party is the prevailing party, as determined and allocated by the court as part of the judgment. (b) Each party agrees to furnish to the other, within ten (10) business days after request, such truthful estoppel information as the other may reasonably request. (c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or

understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. (d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker. (e) This Agreement creates a license only and LICENSEE acknowledges that LICENSEE does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Licensed Premises by virtue of this Agreement or LICENSEE's use of the Licensed Premises pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between LICENSOR and LICENSEE. (f) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of LICENSOR. (g) This Agreement shall be construed in accordance with the laws of the state of the Site. (h) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. (i) LICENSOR and LICENSEE each hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way related to this Agreement. (j) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (k) LICENSOR acknowledges and agrees that LICENSEE's execution of this Agreement and the undertaking by LICENSEE of an investigation to determine whether the Licensed Premises are suitable for the purpose needed by LICENSEE are good and valuable consideration that have been delivered by LICENSEE and received by LICENSOR in connection with this Agreement. (l) The submission of this Agreement for examination does not constitute an offer to license the Licensed Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto.

This Agreement is executed as of the date reflected on page one hereof.

LICENSOR: HOMELAND TOWERS, LLC

By:

Manuel J. Vicente
President

LICENSEE: TOWN OF YORKTOWN

By:

Name:

Title:

EXHIBIT A

Equipment

Site Name and Number: NY087 Jefferson Valley

LICENSEE: Town of Yorktown

The mounting method and exact location of the space and equipment listed herein shall be subject to LICENSOR's approval.

[Equipment Description/Location To Be Inserted Prior To Execution]

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

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

EXHIBIT B

The Site

Site Name: **NY087 Jefferson Valley**

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

Hill Blvd
Jefferson Valley, NY 10535

The geodetic coordinates of the Site are:

North Latitude: *[To Be Added Prior To Execution]*

West Longitude: *[To Be Added Prior To Execution]*

EXHIBIT C

Licensed Premises¹ and Rights-of Way

[See attached drawings, pages numbered _____ through _____ dated _____, 202____, prepared by _____ on behalf of _____.]

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

EXHIBIT D

Installation and Maintenance Standards

Purpose:

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

General Considerations:

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

Installation Standards:

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

Transmission Line(s):

- All transmission lines shall be Heliac® Low Density Foam (LDF) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).
- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.
- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building "halo" ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. Licensee is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflex B Series or approved equal).
- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.

- Interior routing of transmission line(s) shall be via Licensor provided "unistrut" waveguide supports and using Licensee provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above Licensee's equipment and should terminate in the required lightning arrester. Cabling from the lightning arrester to Licensee's equipment shall be by "Superflex"® cable, Heliac® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to Licensee's equipment.

Power Cable Installations:

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

Grounding Requirements:

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

Equipment Maintenance:

- Licensee shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steeplejacks, licensed electricians and contractors previously approved by the LICENSOR.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). LICENSEE's equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the LICENSEE or his designated representative to see that the site is securely locked and the premises is clean before departing the tower site. At sites that are centrally monitored, the LICENSEE or his agent must notify the Central Monitoring Station of each entry and exit, disabling and resetting any applicable alarm device(s) installed. Any problems encountered should be reported to the LICENSOR during normal business hours at (888) 748-3647 or after hours to the Emergency Telephone Number at (949) 443-5810.

Removal of Installed Equipment:

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

**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: Homeland Towers - Jefferson Valley (NY087)		
Project Location (describe, and attach a general location map): U.S. Route 6 and Hill Boulevard, Jefferson Valley, NY 10535 (Westchester County)		
Brief Description of Proposed Action (include purpose or need): A wireless telecommunications facility, consisting of a 130' monopole with antennas, together with related equipment within a 2,500 +/- square foot square fenced gravel compound area, and access via an existing paved road and short 30' gravel driveway and parking area. The site area is wooded and trees will need to be removed prior to site development. The purpose of the Project is to remedy an identified gap in wireless communication service in the area.		
Name of Applicant/Sponsor: Homeland Towers, LLC	Telephone: 203-297-6345	E-Mail: kw@homelandtowers.us
Address: 9 Harmony Street, 2nd Floor		
City/PO: Danbury	State: CT	Zip Code: 06810
Project Contact (if not same as sponsor; give name and title/role): Same As Applicant	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Town of Yorktown	Telephone: (914) 962-1004	E-Mail: mslater@yorktownny.org
Address: mslater@yorktownny.org		
City/PO: Yorktown Heights	State: NY	Zip Code: 10598

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 Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Lease approval	
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Planning board referral	
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town wetland permit; building permit	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEC wetlands permit (within 100' buffer); State legislation for parkland alienation	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources. <ul style="list-style-type: none"> 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? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

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? Yes 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?
O - Office

b. Is the use permitted or allowed by a special or conditional use permit? (permitted use) 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? Yorktown Central School District

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

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

d. What parks serve the project site?
Downing Park, FDR Park, Granite Knolls Park, Kitchawan Preserve, Sylvan Glen Park Preserve, Teatown Lake Reservation, Turkey Mountain Nature Preserve and Woodlands Legacy Fields Park.

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)? Proposed action is a personal wireless service facility.

b. a. Total acreage of the site of the proposed action? 1.20 acres
 b. Total acreage to be physically disturbed? 0.09 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.20 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: _____ 130 height; _____ NA width; and _____ NA length

iii. Approximate extent of building space to be heated or cooled: _____ 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? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 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
 See attached DEC and Federal wetland maps and site survey which includes wetland boundary.
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): The majority of the parcel is within PFO1E Freshwater Forested/Shrub Wetlands - both state and federally regulated. The proposed project location is just outside of the mapped boundary, but within the 100' buffer regulated by NYS DEC.

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:
The development of the driveway and facility will not directly impact the wetland (per DEC and Federal mapper results), but will encroach on the DEC-regulated wetland buffer.

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

- Do existing sewer lines serve the project site? Yes No
- Will a line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

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

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:

- 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)
- Describe types of new point sources. _____
- 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:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

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

- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
 Site will contain an emergency backup generator for use during temporary power outages, subject to final carrier specifications. _____

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:

- 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
- 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 Hydrofluorocarbons (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: _____
800 Amps: Energy uses associated with the operation of a commercial communications tower and personal wireless service facility including electricity.

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

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.

i. During Construction:

- Monday - Friday: _____ 8am - 5pm _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____ Facility is unmanned and will _____
- Saturday: _____ operate 24/7 after the completion _____
- Sunday: _____ of construction. _____
- Holidays: _____

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:
 The proposed action will temporarily produce noise associated with general site construction activities during construction only.

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:
 Security light on equipment will be installed per carrier's specifications.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: The site is currently forested and trees within the project location will need to be removed prior to site development.

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:
 The project parcel contains woods and wetlands. The site of the facility is wooded. Adjacent properties are wooded, wetland, urban, or commercial in nature.

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	0.00	0.09	+0.09
• Forested	1.10	1.01	-0.09
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.00	0.00	0.00
• Agricultural (includes active orchards, field, greenhouse etc.)	0.00	0.00	0.00
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.10	0.10	0.00
• Wetlands (freshwater or tidal)	1.10	1.10	0.00
• Non-vegetated (bare rock, earth or fill)	0.00	0.00	0.00
• Other Describe: _____	0.00	0.00	0.00

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: _____

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 USDA Soil map attached

a. What is the average depth to bedrock on the project site? 3.5-7+ feet to densic material (per USDA soil report)

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

c. Predominant soil type(s) present on project site:

<u>Udorthents, wet substratum</u>	<u>92.9 %</u>
<u>Catden muck, 0-2% slopes</u>	<u>7.1 %</u>
	<u> %</u>

d. What is the average depth to the water table on the project site? Average: 0.5-2 feet

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

f. Approximate proportion of proposed action site with slopes: 0-10%: 100 % of site
 10-15%: _____ % 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
See attached DEC and Federal wetland maps and

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
site survey which includes wetland boundary.

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 _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, NYS Wetland Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) A-4

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: Principal Aquifer

<p>m. Identify the predominant wildlife species that occupy or use the project site: typical backyard & forest wildlife species _____ _____ _____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres</p>	
<p>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: Results obtained from EAF mapper. i. Species and listing (endangered or threatened): _____ _____ _____</p>	
<p>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. Species and listing: _____ _____</p>	
<p>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: _____ _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>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: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____</p>	
<p>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. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____</p>	
<p>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. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____</p>	

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? Yes No
 If Yes: See SHPO CRIS map attached.
 i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District
 ii. Name: _____
 iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No
 See SHPO CRIS map attached.

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No
 If Yes:
 i. Describe possible resource(s): _____
 ii. 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? Yes No
 If Yes:
 i. Identify resource: Sylvan Glen Town Preserve, Downing Park, Franklin D. Roosevelt State Park, Donald J. Trump State Park
 ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Local and State Parks
 iii. Distance between project and resource: _____ 2-4 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No
 If Yes:
 i. Identify the name of the river and its designation: _____
 ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

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

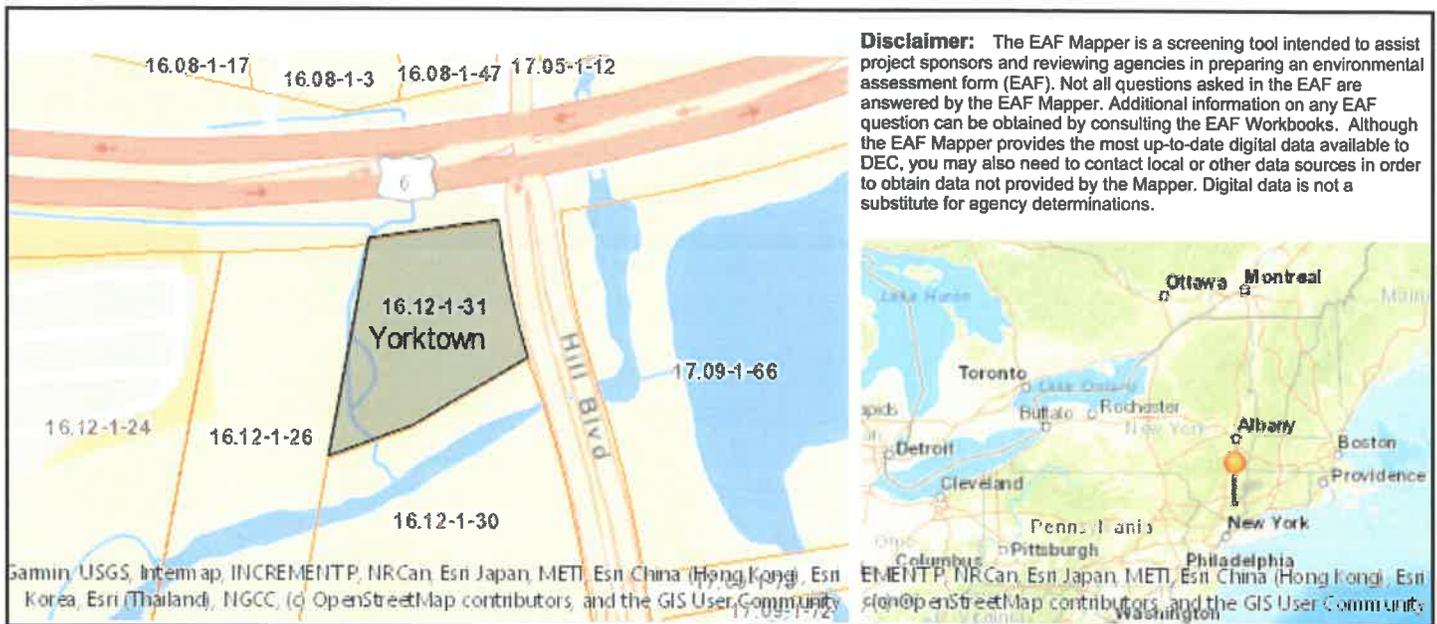
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name Homeland Towers Date 08/04/2021

Signature  Title Principal
 Matthew W. Allen, RLA Saratoga Associates
 Landscape Architects, Architects, Engineers and Planners, P.C.



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):224.6
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	A-4
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes

**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.

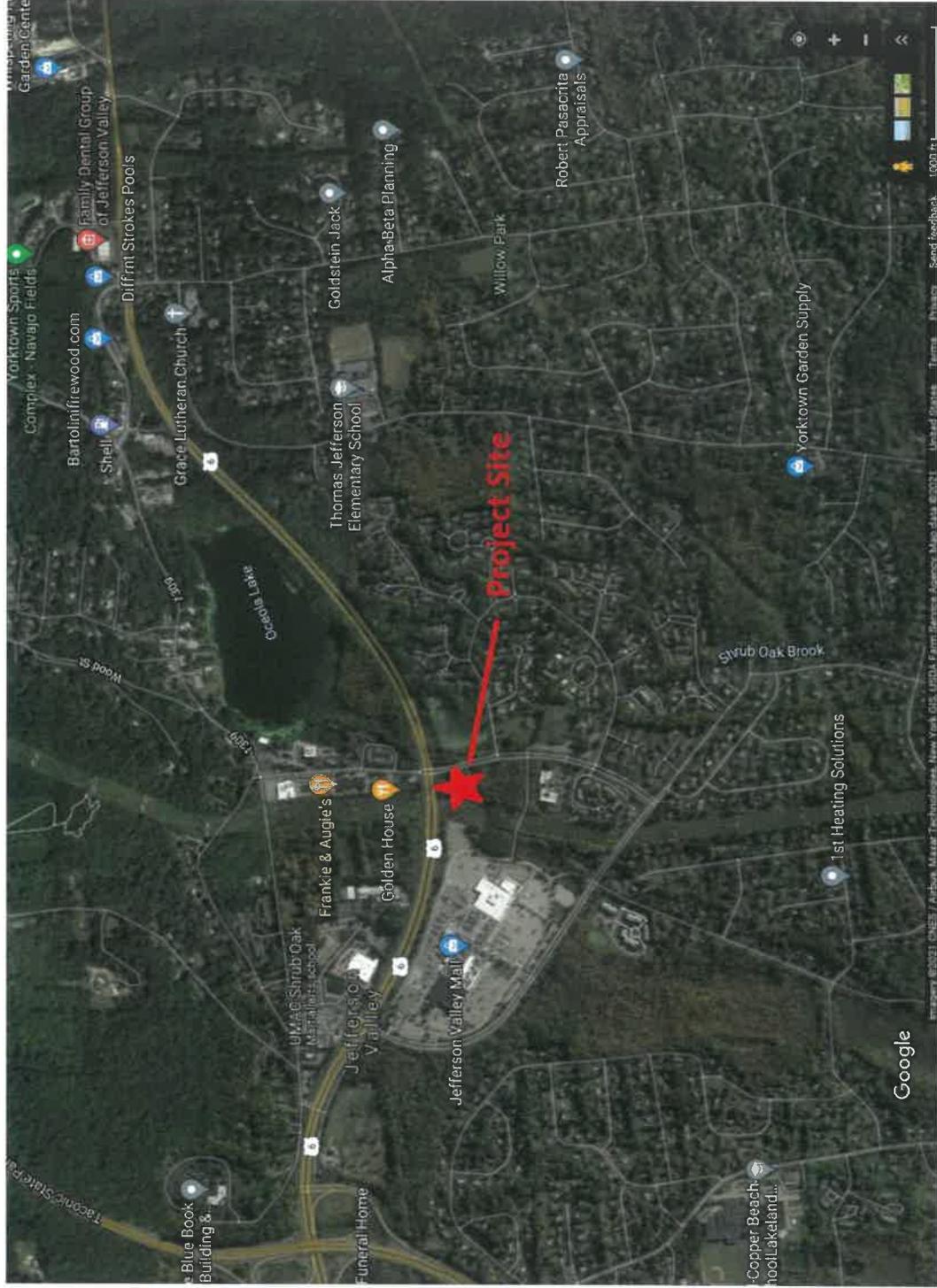
Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

E.2.i. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Homeland Towers: NY087 –Project Location Map

Route 6 and Hill Blvd, Jefferson Valley, NY 10535

Parcel # 16.12-1-31, Town of Yorktown, NY



Custom Soil Resource Report
Soil Map
NY087 - Jefferson Valley



Map Scale: 1:222 if printed on A portrait (8.5" x 11") sheet.

0 3 6 12 18 Meters
0 10 20 40 60 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

Environmental Resource Mapper



The coordinates of the point you clicked on are:

UTM 18	Easting: 600223.2790768103	Northing: 4575992.666165059
Longitude/Latitude	Longitude: -73.80234028855313	Latitude: 41.329194276878006

The approximate address of the point you clicked on is:

Hill Blvd, Yorktown Heights, New York, 10598

County: Westchester

Town: Yorktown

USGS Quad: MOHEGAN LAKE

Freshwater Wetlands Checkzone

This location is in the vicinity of one or more Regulated Freshwater Wetlands.

National Wetands Inventory

Attribute: PFO1A

Type: Freshwater Forested/Shrub Wetland

Acres: 4.198402123

For more information about the National Wetands Inventory wetlands visit <http://www.fws.gov/wetlands/>

If your project or action is within or near an area with a rare animal, a permit may be required if the species is listed as endangered or threatened and the department determines the action may be harmful to the species or its habitat.

If your project or action is within or near an area with rare plants and/or significant natural communities, the environmental impacts may need to be addressed.

The presence of a unique geological feature or landform near a project, unto itself, does not trigger a requirement for a NYS DEC permit. Readers are advised, however, that there is the chance that a unique feature may also show in another data layer (ie. a wetland) and thus be subject to permit jurisdiction.

Please refer to the "Need a Permit?" tab for permit information or other authorizations regarding these natural resources.

Disclaimer: If you are considering a project or action in, or near, a wetland or a stream, a NYS DEC permit may be required. The Environmental Resources Mapper does not show all natural resources which are regulated by NYS DEC, and for which permits from NYS DEC are required. For example, Regulated Tidal Wetlands, and Wild, Scenic, and Recreational Rivers, are currently not included on the maps.



U.S. Fish and Wildlife Service

National Wetlands Inventory

Jefferson Springs (NY087)



August 3, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

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

Homeland Towers: Jefferson Valley (NY087)





PINNACLE TELECOM GROUP

Professional and Technical Services

ANTENNA SITE FCC RF COMPLIANCE ASSESSMENT AND REPORT

HOMELAND TOWERS, LLC

**SITE "NY087 – JEFFERSON VALLEY"
3699 Hill BOULEVARD
JEFFERSON VALLEY, NY**

MARCH 1, 2022

14 RIDGEDALE AVENUE, SUITE 260 • CEDAR KNOLLS, NJ 07927 • 973-451-1630

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INTRODUCTION AND SUMMARY	3
ANTENNA AND TRANSMISSION DATA	5
COMPLIANCE ANALYSIS	7
COMPLIANCE CONCLUSION	11

CERTIFICATION

APPENDIX A. BACKGROUND ON THE FCC MPE LIMIT

APPENDIX B. SUMMARY OF EXPERT QUALIFICATIONS

INTRODUCTION AND SUMMARY

At the request of Homeland Towers, LLC, Pinnacle Telecom Group has performed an independent expert assessment of radiofrequency (RF) levels and related FCC compliance for proposed wireless antenna operations on a new 130-foot monopole to be located at 3699 Hill Boulevard in Jefferson Valley, NY.

Homeland Towers refers to the prospective site as “NY087 – Jefferson Valley”, and the proposed monopole will accommodate the directional panel antennas of up to three wireless carriers.

The FCC requires wireless antenna operators to perform an assessment of the RF levels from all the transmitting antennas at a site whenever antenna operations are added or modified, and ensure compliance with the FCC Maximum Permissible Exposure (MPE) limit in areas of unrestricted public access, i.e., at street level around the site.

The analysis will conservatively assume all the wireless carriers are operating at maximum capacity and maximum power in each of their FCC-licensed frequency bands. With that extreme degree of conservatism incorporated in the analysis, we can have great confidence that the actual RF effects from any combination of wireless operators, however they might actually be positioned on the monopole, would be in compliance with the FCC’s MPE limit.

This assessment of antenna site compliance is based on the FCC limit for general population “maximum permissible exposure” (MPE), a limit established as safe for continuous exposure to RF fields by humans of either sex, all ages and sizes, and under all conditions.

The result of an FCC compliance assessment can be described in layman’s terms by expressing the calculated RF levels as simple percentages of the FCC MPE limit. In that way, the figure 100 percent serves as the reference for compliance, and calculated RF levels below 100 percent indicate compliance with the MPE limit. An equivalent way to describe the calculated results is to relate them to a “times-below-the-limit” factor. Here, we will apply both descriptions.

The result of the FCC compliance assessment in this case is as follows:

- At street level around the site, the conservatively calculated maximum RF level caused by the combination of antenna operations is 9.3482 percent of the FCC general population MPE limit, well below the 100-percent reference for compliance. In other words, even with calculations designed to significantly overstate the RF levels versus those that could actually occur at the site, the worst-case calculated RF level in this case is still more than 10 times below the limit defined by the federal government as safe for continuous exposure of the general public.
- The results of the calculations provide a clear demonstration that the RF levels from as many as three wireless carriers, even under worst-case collocation circumstances, would satisfy the FCC requirement for controlling potential human exposure to RF fields. Moreover, because of the conservative methodology and assumptions applied in this analysis, RF levels actually caused by any combination of wireless operators' antenna operations at this site will be even less significant than the calculation results here indicate.

The remainder of this report provides the following:

- relevant technical data on the parameters for the three wireless carriers;
- a description of the applicable FCC mathematical model for assessing compliance with the MPE limit, and application of the relevant technical data to that model; and
- analysis of the results of the calculations, and the compliance conclusion for the proposed site.

In addition, two Appendices are included. Appendix A provides background on the FCC MPE limit, along with a list of key FCC references on MPE compliance, and Appendix B provides a summary of the qualifications of the expert certifying the FCC compliance for the subject antenna operations.

ANTENNA AND TRANSMISSION DATA

As described, the proposed 130-foot monopole will be able to accommodate as many as three wireless carriers – AT&T, T-Mobile and Verizon Wireless.

Typically, the vertical spacing between different wireless carriers' antennas on a monopole is 10 feet. In this case, the Verizon Wireless antennas will mount at a centerline of 127 feet. The AT&T antennas will have an assumed centerline mounting of 117 feet. Lastly, T-Mobile will have an assumed centerline mounting height of 107 feet.

AT&T is licensed to operate in the 700 MHz, 850 MHz, 1900 MHz, 2100 MHz, 2300 MHz and 3840 MHz frequency bands. In the 700 MHz band, AT&T uses 370 watts of input power per sector. In the 850 MHz band, AT&T uses 160 watts of input power per sector. In the 1900 MHz band, AT&T uses 160 watts of input power per sector. In the 2100 MHz band, AT&T uses 160 watts of input power per sector. In the 2300 MHz band, AT&T uses 100 watts of input power per sector. Lastly, AT&T uses 200 watts of input power in the 3840 MHz band.

T-Mobile is licensed to operate in the 600 MHz, 700 MHz, 1900 MHz, 2100 MHz and 2500 MHz frequency bands. In the 600 MHz band, T-Mobile uses four 40-watt channels per sector. In the 700 MHz band, T-Mobile uses one 40-watt channel per sector. In the 1900 MHz band, T-Mobile uses one 40-watt channel and four 30-watt channels per sector. In the 2100 MHz band, T-Mobile uses one 40-watt channel and two 60-watt channels per sector. Lastly, In the 2500 MHz band, T-Mobile uses one 40-watt channel and one 80-watt channel per sector.

Verizon Wireless is licensed to operate in the 746, 869, 1900 and 2100 MHz frequency bands. In the 746 MHz band, Verizon uses four 40-watt channels per antenna sector. In the 869 MHz band, Verizon uses seven 20-watt channels per antenna sector and four 40-watt channels per sector. In the 1900 MHz band, Verizon uses four 40-watt channels per antenna sector. In the 2100 MHz band, Verizon uses four 40-watt channels per sector.

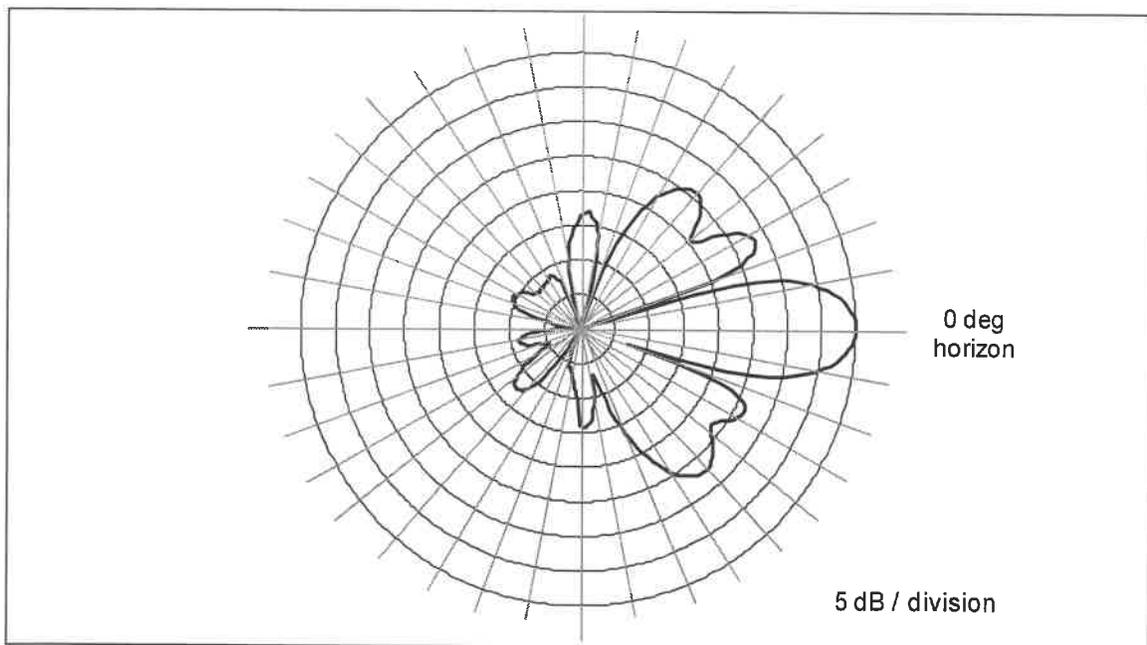
The area below the antennas, at street level, is of interest in terms of potential

“uncontrolled” exposure of the general public, so the antenna’s vertical-plane emission characteristic is used in the calculations, as it is a key determinant in the relative level of RF emissions in the “downward” direction.

By way of illustration, Figure 1, below, shows the vertical-plane pattern of a typical 1900 MHz panel antenna. The antenna is effectively pointed at the three o’clock position (the horizon) and the pattern at different angles is described using decibel units. The use of a decibel scale in incidentally visually understates the relative directionality characteristic of the antenna in the vertical plane. Where the antenna pattern reads 20 dB, the relative RF energy emitted at the corresponding downward angle is 1/100th of the maximum that occurs in the main beam (at 0 degrees); at 30 dB, the energy is 1/1000th of the maximum.

Note that the automatic pattern-scaling feature of our internal software may skew side-by-side visual comparisons of different antenna models, or even different parties’ depictions of the same antenna model.

Figure 1. 1900 MHz Directional Panel Antenna – Vertical-plane Pattern



Compliance Analysis

FCC Office of Engineering and Technology Bulletin 65 ("OET Bulletin 65") provides guidelines for mathematical models to calculate potential RF exposure levels at various points around transmitting antennas.

Around an antenna site at ground level (in what is called the "far field" of the antennas), the RF levels are directly proportional to the total antenna input power and the relative antenna gain (focusing effect) in the downward direction of interest – and the levels are otherwise inversely proportional to the square of the straight-line distance to the antenna. Conservative calculations also assume the potential RF exposure is enhanced by reflection of the RF energy from the intervening ground. Our calculations will assume a 100% "perfect", mirror-like reflection, which is the absolute worst-case approach.

The formula for ground-level MPE compliance assessment of any given wireless antenna operation is as follows:

$$\text{MPE\%} = (100 * \text{TxPower} * 10^{(\text{Gmax-Vdisc})/10} * 4) / (\text{MPE} * 4\pi * \text{R}^2)$$

where

MPE%	=	RF level, expressed as a percentage of the FCC MPE limit applicable to continuous exposure of the general public
100	=	factor to convert the raw result to a percentage
TxPower	=	maximum net power into antenna sector, in milliwatts, a function of the number of channels per sector, the transmitter power per channel, and line loss
$10^{(\text{Gmax-Vdisc})/10}$	=	numeric equivalent of the relative antenna gain in the direction of interest downward toward ground level
4	=	factor to account for a 100-percent-efficient energy reflection from the ground, and the squared relationship between RF field strength and power density ($2^2 = 4$)
MPE	=	FCC general population MPE limit
R	=	straight-line distance from the RF source to the point of interest, centimeters

The MPE% calculations are normally performed out to a distance of 500 feet from the facility to points 6.5 feet (approximately two meters, the FCC-recommended standing height) off the ground, as illustrated in Figure 2, below.

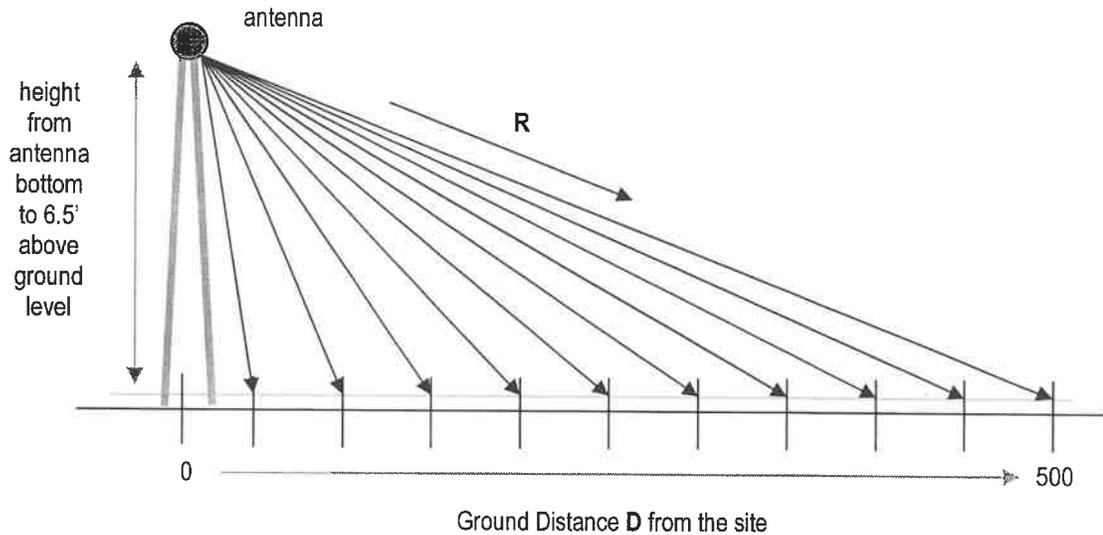


Figure 2. Street-level MPE% Calculation Geometry

It is popularly thought that the farther away one is from an antenna, the lower the RF level – which is generally but not universally correct. The results of MPE% calculations fairly close to the site will reflect the variations in the vertical-plane antenna pattern as well as the variation in straight-line distance to the antennas. Therefore, RF levels may actually increase slightly with increasing distance within the range of zero to 500 feet from the site. As the distance approaches 500 feet and beyond, though, the antenna pattern factor becomes less significant, the RF levels become primarily distance-controlled and, as a result, the RF levels generally decrease with increasing distance. In any case, the RF levels more than 500 feet from a wireless antenna site are well understood to be sufficiently low and always in compliance.

FCC compliance for a collocated antenna site is assessed in the following manner. At each distance point away from the site, an MPE% calculation is made for each antenna operation, including the individual components of dual-band operations.

Then, at each point, the sum of the individual MPE% contributions is compared to 100 percent, where the latter figure serves as a normalized reference for compliance with the MPE limit. We refer to the sum of the individual MPE% contributions as “total MPE%”, and any calculated total MPE% result exceeding 100 percent is, by definition, higher than the limit and represent non-compliance and a need to take action to mitigate the RF levels. If all results are below 100 percent, that indicates compliance with the federal regulations on controlling exposure.

Note that the following conservative methodology and assumptions are incorporated into the MPE% calculations on a general basis:

1. The antennas are assumed to be operating continuously at maximum RF power – i.e., with the maximum number of channels and the maximum transmitter power per channel.
2. The power-attenuation effects of any shadowing or visual obstruction to a line-of-sight path from the antennas to the points of interest at ground level are ignored.
3. The calculations intentionally minimize the distance factor (R) by assuming a 6’6” human and performing the calculations from the bottom (rather than the centerline) of the antenna.
4. The potential RF exposure at ground level is assumed to be 100-percent enhanced (increased) via a “perfect” field reflection from the intervening ground.

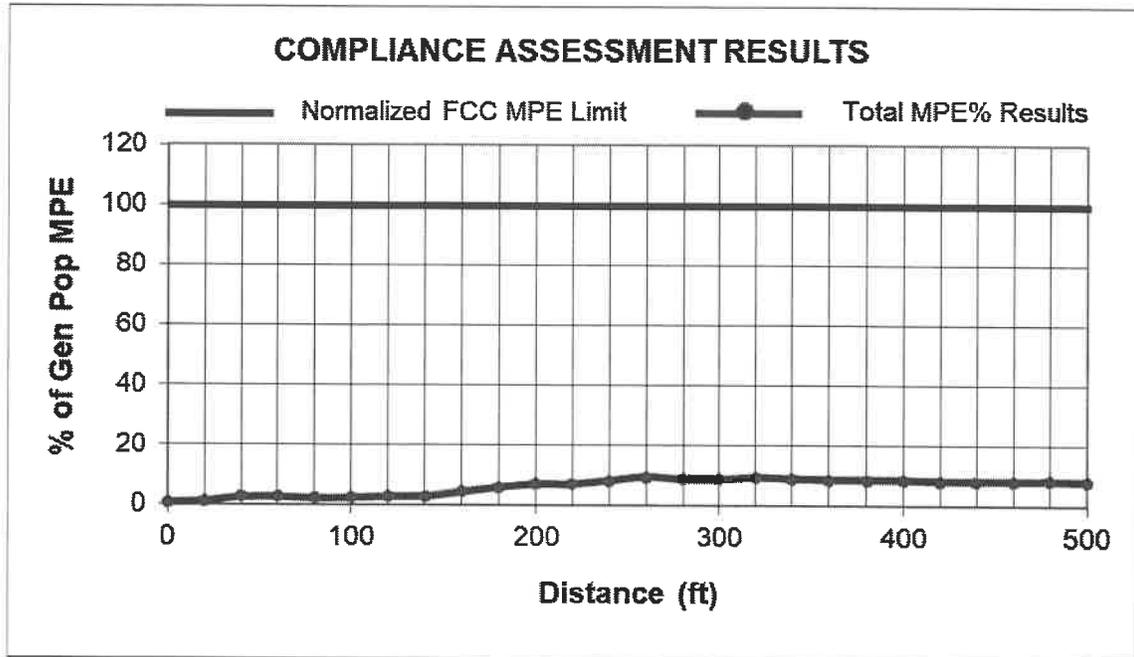
The net result of these assumptions is to intentionally and significantly overstate the calculated RF levels relative to the RF levels that will actually occur – and the purpose of this conservatism is to allow “safe-side” conclusions about compliance with the MPE limit.

The table that follows provides the results of the MPE% calculations for each antenna operation, with the worst-case overall result highlighted in bold in the last column.

Ground Distance (ft)	AT&T MPE%	T-Mobile MPE%	Verizon Wireless MPE%	Total MPE%
0	0.0400	0.4173	0.4412	0.8985
20	0.1038	0.6050	0.6126	1.3214
40	0.0814	1.3888	1.1750	2.6452
60	0.1191	1.1667	1.4321	2.7179
80	0.3245	0.6827	1.2402	2.2474
100	0.9852	0.6458	0.8539	2.4849
120	1.3832	0.9863	0.4921	2.8616
140	0.7724	1.4843	0.7088	2.9655
160	0.4644	2.5066	1.4236	4.3946
180	0.4101	3.3800	2.1171	5.9072
200	0.3315	3.6776	2.9285	6.9376
220	0.3497	3.1660	3.4331	6.9488
240	0.5768	3.2769	4.2622	8.1159
260	0.7381	4.6740	3.9361	9.3482
280	1.0209	4.5893	3.0130	8.6232
300	1.0179	4.3722	3.1958	8.5859
320	0.8789	4.1201	4.2584	9.2574
340	0.6605	3.8856	4.2700	8.8161
360	0.5094	3.7087	4.3102	8.5283
380	0.4286	3.5724	4.4318	8.4328
400	0.3698	3.4797	4.6013	8.4508
420	0.3375	3.2107	4.5474	8.0956
440	0.4670	3.0969	4.4665	8.0304
460	0.4293	2.9105	4.6739	8.0137
480	0.7866	2.7634	4.5993	8.1493
500	0.7276	2.6487	4.5570	7.9333

As indicated, the overall worst-case calculated result is 9.3482 percent of the FCC general population MPE limit – well below the 100-percent reference for compliance, particularly given the significant conservatism incorporated in the analysis.

A graph of the overall calculation results, provided on the next page, provides perhaps a clearer *visual* illustration of the relative compliance of the calculated RF levels. The line representing the overall calculation results shows an obviously clear, consistent margin to the FCC MPE limit.



Compliance Conclusion

The FCC MPE limit has been constructed in such a manner that continuous human exposure to RF fields up to and including 100 percent of the MPE limit is acceptable and completely safe.

The conservatively calculated maximum RF effect at street level from the assumed collocation of as many as three wireless carriers is 9.3482 percent of the FCC general population MPE limit. In other words, even with an extremely conservative analysis intended to dramatically overstate the RF effects of any wireless collocation scenario at the site, the calculated worst-case RF level is still more than 10 times below the FCC MPE limit.

The results of the calculations indicate clear compliance with the FCC regulations and the related MPE limit, even for a worst-case collocation scenario. Because of the conservative calculation methodology and operational assumptions applied in this analysis, the RF levels actually caused by any more realistic collocation of antennas at this site would be even less significant than the calculation results here indicate, and compliance would be achieved by an even larger margin.

CERTIFICATION

It is the policy of Pinnacle Telecom Group that all FCC RF compliance assessments are reviewed, approved, and signed by the firm's Chief Technical Officer who certifies as follows:

1. I have read and fully understand the FCC regulations concerning RF safety and the control of human exposure to RF fields (47 CFR 1.1301 *et seq*).
2. To the best of my knowledge, the statements and information disclosed in this report are true, complete and accurate.
3. The analysis of site RF compliance provided herein is consistent with the applicable FCC regulations, additional guidelines issued by the FCC, and industry practice.
4. The results of the analysis indicate that the subject antenna operations will be in compliance with the FCC regulations concerning the control of potential human exposure to the RF emissions from antennas.



Daniel J. Collins
Chief Technical Officer
Pinnacle Telecom Group, LLC

3/1/22

Date

Appendix A. Background on the FCC MPE Limit

As directed by the Telecommunications Act of 1996, the FCC has established limits for maximum continuous human exposure to RF fields.

The FCC maximum permissible exposure (MPE) limits represent the consensus of federal agencies and independent experts responsible for RF safety matters. Those agencies include the National Council on Radiation Protection and Measurements (NCRP), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the American National Standards Institute (ANSI), the Environmental Protection Agency (EPA), and the Food and Drug Administration (FDA). In formulating its guidelines, the FCC also considered input from the public and technical community – notably the Institute of Electrical and Electronics Engineers (IEEE).

The FCC's RF exposure guidelines are incorporated in Section 1.301 *et seq* of its Rules and Regulations (47 CFR 1.1301-1.1310). Those guidelines specify MPE limits for both occupational and general population exposure.

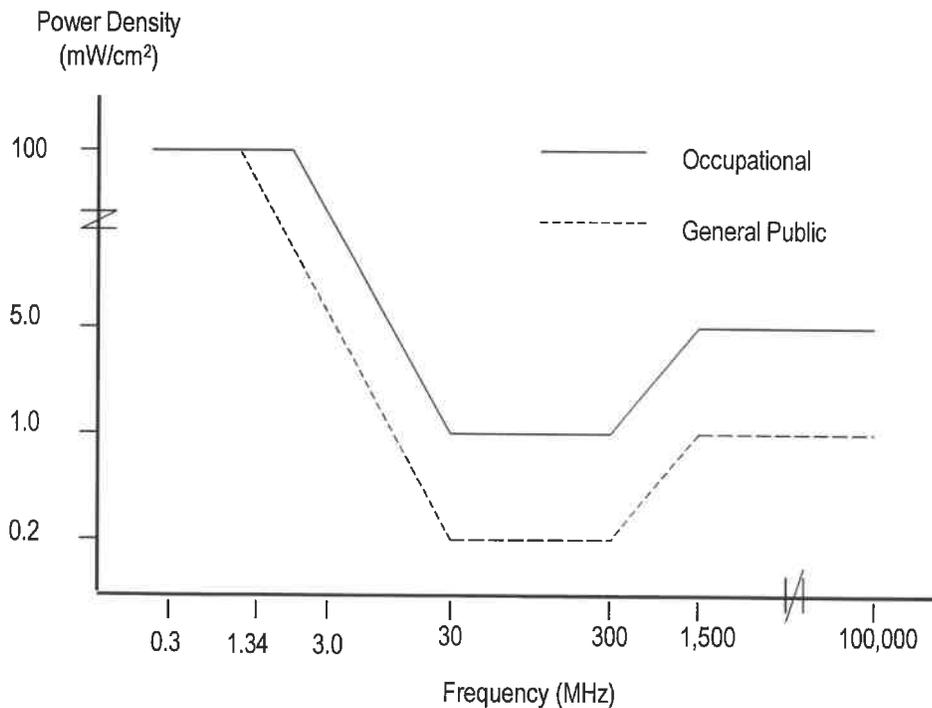
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in the form of heat). The occupational MPE guidelines incorporate a safety factor of 10 or greater with respect to RF levels known to represent a health hazard, and an additional safety factor of five is applied to the MPE limits for general population exposure. Thus, the general population MPE limit has a built-in safety factor of more than 50. The limits were constructed to appropriately protect humans of both sexes and all ages and sizes and under all conditions – and continuous exposure at levels equal to or below the applicable MPE limits is considered to result in no adverse health effects or even health risk.

The reason for *two* tiers of MPE limits is based on an understanding and assumption that members of the general public are unlikely to have had appropriate RF safety training and may not be aware of the exposures they receive; occupational exposure in controlled environments, on the other hand, is assumed to involve individuals who have had such training, are aware of the exposures, and know how to maintain a safe personal work environment.

The FCC's RF exposure limits are expressed in two equivalent forms, using alternative units of field strength (expressed in volts per meter, or V/m), and power density (expressed in milliwatts per square centimeter, or mW/cm²). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm² reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm ²)	General Public Exposure (mW/cm ²)
0.3 - 1.34	100	100
1.34 - 3.0	100	180 / F ²
3.0 - 30	900 / F ²	180 / F ²
30 - 300	1.0	0.2
300 - 1,500	F / 300	F / 1500
1,500 - 100,000	5.0	1.0

The diagram below provides a graphical illustration of both the FCC's occupational and general population MPE limits.



Because the FCC's RF exposure limits are frequency-shaped, the exact MPE limits applicable to the instant situation depend on the frequency range used by the systems of interest.

The most appropriate method of determining RF compliance is to calculate the RF power density attributable to a particular system and compare that to the MPE limit applicable to the operating frequency in question. The result is usually expressed as a percentage of the MPE limit.

For potential exposure from multiple systems, the respective percentages of the MPE limits are added, and the total percentage compared to 100 (percent of the limit). If the result is less than 100, the total exposure is in compliance; if it is more than 100, exposure mitigation measures are necessary to achieve compliance.

Note that the FCC “categorically excludes” all “non-building-mounted” wireless antenna operations whose mounting heights are more than 10 meters (32.8 feet) from the routine requirement to demonstrate compliance with the MPE limit, because such operations “are deemed, individually and cumulatively, to have no significant effect on the human environment”. The categorical exclusion also applies to *all* point-to-point antenna operations, regardless of the type of structure they’re mounted on. Note that the FCC considers any facility qualifying for the categorical exclusion to be automatically in compliance.

FCC References on RF Compliance

47 CFR, FCC Rules and Regulations, Part 1 (Practice and Procedure), Section 1.1310 (Radiofrequency radiation exposure limits).

FCC Second Memorandum Opinion and Order and Notice of Proposed Rulemaking (FCC 97-303), *In the Matter of Procedures for Reviewing Requests for Relief From State and Local Regulations Pursuant to Section 332(c)(7)(B)(v) of the Communications Act of 1934 (WT Docket 97-192), Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (ET Docket 93-62), and Petition for Rulemaking of the Cellular Telecommunications Industry Association Concerning Amendment of the Commission's Rules to Preempt State and Local Regulation of Commercial Mobile Radio Service Transmitting Facilities*, released August 25, 1997.

FCC First Memorandum Opinion and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released December 24, 1996.

FCC Report and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released August 1, 1996.

FCC Office of Engineering and Technology (OET) Bulletin 65, “Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields”, Edition 97-01, August 1997.

FCC Office of Engineering and Technology (OET) Bulletin 56, “Questions and Answers About Biological Effects and Potential Hazards of RF Radiation”, edition 4, August 1999.

Appendix B. SUMMARY of EXPERT QUALIFICATIONS

Daniel J. Collins, Chief Technical Officer, Pinnacle Telecom Group, LLC

Synopsis:	<ul style="list-style-type: none"> • 40+ years of experience in all aspects of wireless system engineering, related regulation, and RF exposure • Has performed or led RF exposure compliance assessments on more than 20,000 antenna sites since the latest FCC regulations went into effect in 1997 • Has provided testimony as an RF compliance expert more than 1,500 times since 1997 • Have been accepted as an FCC compliance expert in New York, New Jersey, Connecticut, Pennsylvania and more than 40 other states, as well as by the FCC
Education:	<ul style="list-style-type: none"> • B.E.E., City College of New York (Sch. Of Eng.), 1971 • M.B.A., 1982, Fairleigh Dickinson University, 1982 • Bronx High School of Science, 1966
Current Responsibilities:	<ul style="list-style-type: none"> • Leads all PTG staff work involving RF safety and FCC compliance, microwave and satellite system engineering, and consulting on wireless technology and regulation
Prior Experience:	<ul style="list-style-type: none"> • Edwards & Kelcey, VP – RF Engineering and Chief Information Technology Officer, 1996-99 • Bellcore (a Bell Labs offshoot after AT&T's 1984 divestiture), Executive Director – Regulation and Public Policy, 1983-96 • AT&T (Corp. HQ), Division Manager – RF Engineering, and Director – Radio Spectrum Management, 1977-83 • AT&T Long Lines, Group Supervisor – Microwave Radio System Design, 1972-77
Specific RF Safety / Compliance Experience:	<ul style="list-style-type: none"> • Involved in RF exposure matters since 1972 • Have had lead corporate responsibility for RF safety and compliance at AT&T, Bellcore, Edwards & Kelcey, and PTG • While at AT&T, helped develop the mathematical models for calculating RF exposure levels • Have been relied on for compliance by all major wireless carriers, as well as by the federal government, several state and local governments, equipment manufacturers, system integrators, and other consulting / engineering firms
Other Background:	<ul style="list-style-type: none"> • Author, <i>Microwave System Engineering</i> (AT&T, 1974) • Co-author and executive editor, <i>A Guide to New Technologies and Services</i> (Bellcore, 1993) • National Spectrum Management Association (NSMA) – former three-term President and Chairman of the Board of Directors; was founding member, twice-elected Vice President, long-time member of the Board, and was named an NSMA Fellow in 1991 • Have published more than 35 articles in industry magazines



LEGEND

Viewshed

- Land Cover Viewshed Area (130ft Tower)
(Includes existing vegetation and structures)
- Photo Simulation

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Land Cover" condition viewshed area includes the screening effect of intervening vegetation and buildings. The location and height of vegetated areas and buildings is based on 2009 Lidar data acquired from NYS GIS Clearinghouse.

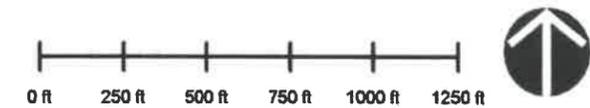


Figure A2
LAND COVER VIEWSHED MAP - 1/2 MILE RADIUS

Visual Resource Assessment
Jefferson Valley (NY087)
 Wireless Telecommunications Facility
 Route 6 & Hill Blvd,
 Jefferson Valley, NY 10535



Photo 1 - Jefferson Valley Mall
EXISTING CONDITION

FIGURE 1A



Photo 1 - Jefferson Valley Mall
SIMULATED CONDITION - 130FT MONOPOLE

FIGURE 1B



Photo 1 - Jefferson Valley Mall
SIMULATED CONDITION - 130FT LATTICE FRAME ALTERNATIVE

FIGURE 1C



Photo 3 - Village Road near Hill Blvd
EXISTING CONDITION

FIGURE 2A



Photo 3 - Village Road near Hill Blvd
SIMULATED CONDITION - 130FT MONOPOLE



Photo 4 - Village Road near Columbia Ct.
EXISTING CONDITION



Photo 4 - Village Road near Columbia Ct.
SIMULATED CONDITION - 130FT MONOPOLE



Photo 5 - Village Road near Jefferson Valley Lanes
EXISTING CONDITION

FIGURE 4A



Photo 5 - Village Road near Jefferson Valley Lanes
SIMULATED CONDITION - 130FT MONOPOLE

FIGURE 4B



Photo 5 - Village Road near Jefferson Valley Lanes
SIMULATED CONDITION - 130FT LATTICE FRAME ALTERNATIVE

FIGURE 4C



Photo 6 - Village Road near Jefferson Valley Professional Center
EXISTING CONDITION



Photo 6 - Village Road near Jefferson Valley Professional Center
SIMULATED CONDITION - 130FT MONOPOLE



Photo 7 - Route 6 near Hill Blvd.
EXISTING CONDITION

FIGURE 6A



Photo 7 - Route 6 near Hill Blvd.
SIMULATED CONDITION - 130FT MONOPOLE



Photo 8 - Hill Blvd. near Lee Blvd.
EXISTING CONDITION

FIGURE 7A



Photo 8 - Hill Blvd. near Lee Blvd.
SIMULATED CONDITION - 130FT MONOPOLE

SARATOGA
ASSOCIATES

FIGURE 7B

PHOTO SIMULATIONS
JEFFERSON VALLEY SITE (NY087)
Jefferson Valley NY

Before the Town of Yorktown, NY - Comprehensive Radio Frequency Report

In the Matter of: The Application for Municipal Approvals submitted by New Cingular Wireless PCS, LLC ("AT&T") to construct a Wireless Telecommunications Facility consisting of antennas on a proposed monopole and associated equipment cabinets ("Proposed Facility") located on the ground on the property located at Hill Boulevard, Jefferson Valley, NY 10535. ("Site").

I, **Daniel Penesso**, am an RF Engineer contracted by AT&T to design radio communication systems.

My responsibilities include identifying signal coverage gaps in wireless telecommunications systems and assessing the ability of proposed antenna sites to adequately fill those gaps in signal coverage.

INTRODUCTION

This report is respectfully submitted by AT&T in support of the Application by AT&T to permit the installation of antennas placed on a proposed monopole and associated equipment ("AT&T's Proposed Facility") on Town-owned property located at Hill Boulevard, Jefferson Valley, NY 10535.

The Federal Communications Commission ("FCC") has licensed and authorized AT&T to construct and operate a network of wireless telecommunications facilities in the State of New York. Pursuant to FCC regulations and its FCC license, AT&T must expeditiously construct its network of wireless telecommunications facilities in order to provide the public with substantially seamless coverage for wireless services within its licensed area. Copies of AT&T's FCC licenses are attached as Exhibit 1.

AT&T is in the process of upgrading its wireless network in the Town of Yorktown, New York, as well as nationwide. AT&T's wireless network will utilize LTE (Long Term Evolution) Ethernet technology to enable faster mobile broadband data speeds as well as enhanced voice capability. Wireless data communication has increased exponentially over the past few years along with the technological advancements used by medical professionals, businesses, students/universities, and the rest of the general public. This increased demand has impacted the quality of service offered to AT&T's customers in the Town of Yorktown. Without the Proposed Facility, AT&T will be unable to provide adequate service in this area.

LTE can carry more voice, video, and data traffic than ever before. As these services increase, along with Internet Access, Internet Protocol TV (IPTV), and video-on-demand, AT&T's future LTE Ethernet network will be crucial in dealing with these bandwidth intensive services and applications. In order to keep up with the growing demand for bandwidth and ensure its network is prepared to deliver these high performance services well into the future, AT&T plans to deploy the next generation of wireless services known as 5G on the proposed site utilizing 850MHz.

In addition to providing reliable wireless services, the Proposed Facility will provide FirstNet services. AT&T was selected by the First Responder Network Authority (FirstNet) to build and manage the only broadband network dedicated to unify emergency communications to give first responders the technology they need to communicate and collaborate across agencies and jurisdictions.

Rather than relying on commercial networks that can become congested in an emergency, the FirstNet system will allow immediate and dedicated access to a communications network by first responders.

AT&T's existing wireless network is not adequate to properly serve its customers who live in and travel through the Town of Yorktown and the surrounding areas.

As described in greater detail below, AT&T has a significant coverage gap in service along Hill Boulevard, Jefferson Valley Mall, Route 6, Lee Boulevard, Village Road North, Village Road South, Gomer Street, East Main Street and the surrounding local roads, as well as for the residents and businesses in the vicinity of the proposed site.

In order to provide reliable, enhanced seamless service to the Town of Yorktown and thereby meet its FCC obligations and the demands of its customers and obligations to FirstNet, AT&T has proposed locating its antennas on a proposed monopole on the Town-owned property located at Hill Boulevard, Jefferson Valley, NY 10535, Tax Parcel ID: 5.18-7-7.

PROJECT DESCRIPTION

AT&T proposes to construct a wireless telecommunications facility by placing its antennas on a proposed monopole and associated equipment cabinets at the Site. The Facility will consist of twelve (12) panel antennas placed on the proposed monopole at centerline height of approximately 116ft. AGL.

This document addresses AT&T's need for the Proposed Facility and validates that there are no other existing structures that meet AT&T's coverage objective for this area. The Proposed Facility at Hill Boulevard, Jefferson Valley, NY 10535 at the proposed antenna centerline height of 116 feet above ground level will best address the coverage objective and provide the needed interconnectivity to AT&T's existing neighboring sites and surrounding communities allowing AT&T to provide seamless reliable state-of-the-art service, and fulfill its FirstNet obligations.

As enabled under its FCC Licenses, AT&T seeks to design its wireless network to provide reliable and adequate wireless services to its customers, whether those customers are on the street, in a vehicle, or in a building. Providing reliable and adequate service to its customers in each context is critical for AT&T to provide the quality of wireless services that customers demand, and to meet objectives of Congress that a robust, competitive and low cost wireless communications capacity be developed to serve the entire nation.

In order to build out its network and meet customer demand for voice and data services, AT&T must have a place a system of low power "cell sites" to serve portable wireless communication handsets and mobile telephones. A typical cell site, such as the Proposed Facility, consists of antenna mounted to a tower, building, church or other structure. The antennas are connected to radio operating equipment housed at or near the structure.

To maintain effective, reliable and uninterrupted service, there must be a continuous series of cell sites located within close proximity to each other so as to overlap in a system comparable to a honeycomb pattern. If there is no cell site available to accept/receive the signal, network service to the mobile telephone/data service will terminate involuntarily.

Accordingly, the overlap of coverage is necessary for the signal to transfer from one cell to another cell site seamlessly and without involuntary termination.

A number of factors determine the distance between the cell sites, including, but not limited to, topography, physical obstructions, foliage, antenna height, operating frequency and line-of-site.

FIRSTNET

As noted above, the Proposed Facility is a part of the FirstNet network. AT&T has been selected by FirstNet to build and manage the first broadband network dedicated to America's police, firefighters and emergency medical services (EMS). FirstNet is a much-needed investment in America's communications infrastructure to support millions of first responders and public safety personnel nationwide who protect and serve more than 320 million people across the U.S. The FirstNet network will cover all 50 states, 5 U.S. territories and the District of Columbia, including rural communities and tribal lands in those states and territories.

This significant public-private infrastructure investment is expected to create 10,000 U.S. jobs over the next two years from AT&T's work for FirstNet. Today, first responders use commercial networks – the same ones used by consumers and businesses – for mobile data and applications. That can be an issue when a significant public safety crisis happens and commercial networks quickly become congested. It makes it difficult for first responders to communicate, coordinate and do their jobs.

Currently, first responders use more than 10,000 networks for voice communications. These networks often do not interoperate, which severely limits the ability of first responders to communicate with each other when responding to a situation.

FirstNet's mission is to fix these issues through a new public-private partnership which will deliver a dedicated, interoperable network and ecosystem that will give first responders the technology they need to better communicate and collaborate across agencies and jurisdictions – local, state and national.

AN UNSERVED AREA OF COVERAGE EXISTS IN THE TOWN

AT&T was granted licenses to operate a network of wireless telecommunications facilities in the state of New York. An un-served area in Radio Frequency ("RF") signal coverage currently exists in the Town of Yorktown. An un-served area is characterized by the inability to originate or terminate calls on AT&T's wireless network. In this Application, the targeted area proposed for service coverage is Hill Boulevard, Jefferson Valley Mall, Route 6, Lee Boulevard, Village Road North, Village Road South, Gomer Street, East Main Street as well the other surrounding local roads and areas within the vicinity of the Site. In addition, the Proposed Facility will provide connectivity to AT&T's existing sites in the south, and north east; as well the other surrounding local roads and areas within the vicinity of the Site.

When this Site was located, predictive tests were performed to determine whether the Site would provide sufficient signal coverage. These tests involved the use of Forsk Atoll signal propagation testing. Forsk Atoll software is a predictive modeling tool.

It identifies areas where sufficient coverage does and does not exist, by taking into consideration topography, vegetation, and other morphology, which may attenuate the radio signal.

Each site proposed by AT&T is intended to address network requirements for providing service and is designed based on the unique circumstances applicable to the area in question and AT&T's network.

These circumstances include but are not limited to the area targeted to be served, the surrounding topography/morphology, types of buildings/structures in the area and numerous other factors. AT&T examines these factors as they relate to each site and designs its system accordingly.

Based upon these tests, a propagation map illustrating AT&T's existing coverage without the Proposed Facility is attached as Exhibit 2. As the map clearly demonstrates, there is a critical gap in service coverage in the portion of the Town of Yorktown in the vicinity of the proposal. Specifically, the map shows that AT&T has significant gaps in coverage along Hill Boulevard, Jefferson Valley Mall, Route 6, Lee Boulevard, Village Road North, Village Road South, Gomer Street, East Main Street, as well as the surrounding local roads and areas within the vicinity of the Site. This gap in coverage includes gaps in-building, in-vehicle, and even at the street level in the vicinity of the Site. Based on its studies, AT&T determined that a wireless facility would have to be established within a narrowly defined search area ("Search Ring") in order to remedy the service gap in question.

THE PROPOSED FACILITY WILL COVER THE UNSERVED AREA

The Proposed Facility will meet the primary objectives of AT&T's search area because it will provide LTE 700/850/1900/2100/2300/3700 MHz wireless signal coverage to a significant portion of one of AT&T's critical gaps in service coverage in the Town of Yorktown.

A second propagation map illustrating AT&T's existing signal coverage in the Town of Yorktown with the Proposed Facility, as well as coverage from other existing neighboring On-Air AT&T sites, was also prepared and is attached as Exhibit 3. This map clearly demonstrates that the Proposed Facility will provide service coverage in the Town of Yorktown, as well as to the local roads in the vicinity of the Site. In addition, Exhibit 3 demonstrates that the Proposed Facility will provide connectivity between AT&T's existing sites to the northwest (Site NWL05598), and to the southwest (Site NWL02162). A final propagation map, which is attached as Exhibit 4, shows the stand-alone coverage from the proposed site. A table of existing and proposed AT&T neighboring sites is attached as Exhibit 5.

STATEMENT OF NON-INTERFERENCE

AT&T operates its wireless network in compliance with its FCC license and FCC rules and regulations concerning radio frequency emissions and/or radio frequency interference ("RFI").

AT&T's equipment utilize 700MHz, 850MHz, 1900MHz, 2100MHz and 2300MHz frequency modulation and operates in the LTE (700) Cellular, LTE (850) Cellular, LTE (1900MHz) PCS, LTE (2100MHz) AWS, LTE (2300MHz) WCS and C-Band (3700MHz) class of service. While we cannot guarantee that the operation of our network will not cause harmful interference with other wireless users, the possibility of such interference, if any, is extremely remote. With regard to governmental users, this is especially true because of the significant differences in frequencies between our proposed installation and those frequencies used by local police, fire and EMS departments. In the unlikely event that interference does occur, AT&T agrees to abide by its existing policy of fully cooperating with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by its installation.

CONCLUSION

It is my professional opinion that (1) There exists a significant un-served area of Radio Frequency signal coverage in the portion of the Town of Yorktown where AT&T proposes to construct the Proposed Facility; (2) Due to the topography and morphology of the town, the Site represents the best available location for the Proposed Facility; (3) The suitability of the Site has been confirmed by reliable computer modeling; and (4) The Proposed Facility is necessary for AT&T to fulfill its FirstNet obligations to build and manage the first broadband network dedicated to first responders.

Therefore, it is respectfully requested that the Town of Yorktown grant the Application in order to allow AT&T to construct the Proposed Facility and to thereby comply with the mandates of its FCC license and otherwise conform to the FCC rules and regulations for wireless telecommunications providers.

Daniel Penesso

Daniel Penesso
AT&T RF Engineer
March 15, 2022

700 MHz Lower Band (Blocks A, B & E) License - WQJU424 - New Cingular Wireless PCS, LLC

Call Sign	WQJU424	Radio Service	WY - 700 MHz Lower Band (Blocks A, B & E)
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	CMA001 - New York, NY-NJ/Nassau-Suffolk	Channel Block	B
Submarket	0	Associated Frequencies (MHz)	000704.00000000-000710.00000000 000734.00000000-000740.00000000
Dates			
Grant	08/01/2019	Expiration	06/13/2029
Effective	08/01/2019	Cancellation	
Buildout Deadlines			
1st	12/13/2016	2nd	06/13/2019
Notification Dates			
1st	11/27/2012	2nd	11/30/2018
Licensee			
FRN	0003291192	Type	Limited Liability Company
New Cingular Wireless PCS, LLC 208 S Akard St Dallas, TX 75202 ATTN Cecil J Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T Mobility LLC Cecil J Mathew 208 S Akard St Dallas, TX 75202 ATTN FCC GROUP		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.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	

700 MHz Lower Band (Blocks A, B & E) License - WQIZ617 - New Cingular Wireless PCS, LLC

PA This license has pending applications: 0009378148			
Call Sign	WQIZ617	Radio Service	WY - 700 MHz Lower Band (Blocks A, B & E)
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	BEA010 - New York-North New Jersey-Long Island, NY-NJ-CT-PA-MA-VT	Channel Block	E
Submarket	0	Associated Frequencies (MHz)	000722.00000000-000728.00000000
3.7 GHz License Type		3.7 GHz Linked License	
Dates			
Grant	02/09/2021	Expiration	03/07/2031
Effective	02/09/2021	Cancellation	
Buildout Deadlines			
1st	03/07/2017	2nd	03/07/2021
Discontinuance Dates			
1st		2nd	
Notification Dates			
1st	03/15/2017	2nd	06/16/2020
Licensee			
FRN	0003291192	Type	Limited Liability Company
New Cingular Wireless PCS, LLC 208 S. Akard St., Room 2100 Dallas, TX 75202 ATTN FCC GROUP		P:(855)699-7073 E:FCCMW@att.com	
Contact			

AT&T Services, Inc.
Cecil J Mathew
208 S. Akard St., Room 2100
Dallas, TX 75202
ATTN Cecil J Mathew

P:(855)699-7073
E:FCCMW@att.com

Ownership and Qualifications

Radio Service Type Fixed, Mobile

Regulatory Status	Common Carrier, Non-Common Carrier	Interconnected	No
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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

700 MHz Lower Band (Blocks C, D) License - WPWU948 - New Cingular Wireless PCS, LLC

Call Sign	WPWU948	Radio Service	WZ - 700 MHz Lower Band (Blocks C, D)
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	CMA001 - New York, NY-NJ/Nassau-Suffolk	Channel Block	C
Submarket	0	Associated Frequencies (MHz)	000710.00000000-000716.00000000 000740.00000000-000746.00000000
Dates			
Grant	08/01/2019	Expiration	06/13/2029
Effective	08/01/2019	Cancellation	
Buildout Deadlines			
1st	06/13/2019	2nd	
Notification Dates			
1st	09/27/2018	2nd	09/27/2018
Licensee			
FRN	0003291192	Type	Limited Liability Company
New Cingular Wireless PCS, LLC 208 S Akard St Dallas, TX 75202 ATTN Cecil J Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T Mobility LLC Cecil J Mathew 208 S Akard St Dallas, TX 75202 ATTN FCC GROUP		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	

Ownership and Qualifications

Radio Service Type	Fixed, Mobile, Radio Location		
Regulatory Status	Common Carrier, Non-Common Carrier, Private Comm	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	

700 MHz Lower Band (Blocks C, D) License - WPZA235 - New Cingular Wireless PCS, LLC

Call Sign	WPZA235	Radio Service	WZ - 700 MHz Lower Band (Blocks C, D)
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	EAG701 - Northeast	Channel Block	D
Submarket	0	Associated Frequencies (MHz)	000716.00000000-000722.00000000
Dates			
Grant	11/05/2019	Expiration	06/13/2029
Effective	11/05/2019	Cancellation	
Buildout Deadlines			
1st	06/13/2019	2nd	
Notification Dates			
1st	06/10/2019	2nd	06/10/2019
Licensee			
FRN	0003291192	Type	Limited Liability Company
Licensee			
New Cingular Wireless PCS, LLC 208 S Akard St Dallas, TX 75202 ATTN Cecil J Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T Mobility LLC Cecil J Mathew 208 S Akard St Dallas, TX 75202 ATTN FCC GROUP		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Ownership and Qualifications			

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier, Non-Common Carrier	Interconnected	No

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	

700 MHz Public Safety Broadband Nationwide License License - WQQE234 - First Responder Network Authority

Call Sign	WQQE234	Radio Service	SP - 700 MHz Public Safety Broadband Nationwide License
Status	Active	Auth Type	Regular
Dates			
Grant	11/15/2012	Expiration	11/15/2022
Effective	12/29/2017	Cancellation	
Area of Operation: N			
Nationwide			
Frequency Bands			
000758.00000000-000769.00000000			
000788.00000000-000799.00000000			
Licensee			
FRN	0025487950	Type	Other - Independent Authority
Licensee			
First Responder Network Authority 12201 Sunrise Valley Drive Reston, VA 20192 ATTN Uzoma Onyeije		P:(571)665-6142 E:Uzoma.Onyeije@firstnet.gov	
Contact			
Ownership and Qualifications			
Radio Service Type	Mobile		
Regulatory Status	Interconnected		
Alien Ownership			
Is the applicant a foreign government or the representative of any foreign government?			
Is the applicant an alien or the representative of an alien?			
Is the applicant a corporation organized under the laws of any foreign government?			
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?			
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?

The Alien Ruling question is not answered.

Basic Qualifications

Has the applicant or any party to this application had any FCC station authorization, license or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?

Has the applicant or any party to this application, or any party directly or indirectly controlling the applicant, ever been convicted of a felony by any state or federal court?

Has any court finally adjudged the applicant or any party directly or indirectly controlling the applicant guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?

Demographics

Race

Ethnicity

Gender

**AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz)
License - WQVN685 - AT&T Wireless Services 3 LLC**

Call Sign	WQVN685	Radio Service	AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 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	BEA010 - New York-North New Jersey-Long Island, NY-NJ-CT-PA-MA-VT	Channel Block	J
Submarket	0	Associated Frequencies (MHz)	001770.00000000-001780.00000000 002170.00000000-002180.00000000
Dates			
Grant	04/08/2015	Expiration	04/08/2027
Effective	08/29/2018	Cancellation	
Buildout Deadlines			
1st	04/08/2021	2nd	04/08/2027
Notification Dates			
1st		2nd	
Licensee			
FRN	0023910920	Type	Limited Liability Company
Licensee			
AT&T Wireless Services 3 LLC 208 S. Akard St., RM 1015 Dallas, TX 75202 ATTN Cecil J Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T MOBILITY LLC Cecil J Mathew 208 S Akard St., RM 1015 Dallas, TX 75202		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	

ATTN Michael P. Goggin

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier, Non-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	

Cellular License - KNKA310 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNKA310	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular
Market			
Market	CMA001 - New York, NY-NJ/Nassau-Suffolk	Channel Block	A
Submarket	0	Phase	2
Dates			
Grant	10/14/2015	Expiration	10/01/2025
Effective	08/31/2018	Cancellation	
Five Year Buildout Date			
01/17/2000			
Control Points			
1	87 W. PASSAIC STREET, ROCHELLE PARK, NJ		
2	Manhattan Switch, 810 7th Avenue, New York, NY		
Licensee			
FRN	0003291192	Type	Limited Liability Company
Licensee			
NEW CINGULAR WIRELESS PCS, LLC 208 S Akard St., RM 1016 Dallas, TX 75202 ATTN Leslie Wilson		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T MOBILITY LLC Cecil J Mathew 208 S Akard St., RM 1015 Dallas, TX 75202 ATTN Michael P. Goggin		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.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			

Cellular License - KNKA310 - NEW CINGULAR WIRELESS PCS, LLC - Frequencies

Call Sign	KNKA310	Radio Service	CL - Cellular
▶ Return to Main			
A Block			
824 - 835 MHz paired with 869 - 880 MHz			
845 - 846.5 MHz paired with 890 - 891.5 MHz			

PCS Broadband License - WPOL311 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	WPOL311	Radio Service	CW - PCS Broadband
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	BTA321 - New York, NY	Channel Block	E
Submarket	2	Associated Frequencies (MHz)	001885.00000000-001890.00000000 001965.00000000-001970.00000000
Dates			
Grant	06/02/2017	Expiration	06/27/2027
Effective	08/31/2018	Cancellation	
Buildout Deadlines			
1st	06/27/2002	2nd	
Notification Dates			
1st	05/29/2002	2nd	
Licensee			
FRN	0003291192	Type	Limited Liability Company
Licensee			
NEW CINGULAR WIRELESS PCS, LLC 208 S Akard St., RM 1015 Dallas, TX 75202 ATTN Cecil J Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T MOBILITY LLC Cecil J Mathew 208 S Akard St., RM 1015 Dallas, TX 75202 ATTN FCC Group		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Ownership and Qualifications			

Radio Service Type	Mobile
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Regulatory Status	Common Carrier	Interconnected	Yes
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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	
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Ethnicity		Gender	
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PCS Broadband License - WPSL626 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	WPSL626	Radio Service	CW - PCS Broadband
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	MTA001 - New York	Channel Block	A
Submarket	31	Associated Frequencies (MHz)	001850.00000000- 001865.00000000 001930.00000000- 001945.00000000
Dates			
Grant	12/16/2014	Expiration	12/14/2024
Effective	08/31/2018	Cancellation	
Buildout Deadlines			
1st	12/14/1999	2nd	12/14/2004
Notification Dates			
1st	04/26/1999	2nd	04/01/1999
Licensee			
FRN	0003291192	Type	Limited Liability Company
Licensee			
NEW CINGULAR WIRELESS PCS, LLC 208 S Akard St., RM 1015 Dallas, TX 75202 ATTN Cecil J Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T MOBILITY LLC Cecil J Mathew 208 S Akard St., RM 1015 Dallas, TX 75202 ATTN FCC Group		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Ownership and Qualifications			

Radio Service Type	Mobile
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Regulatory Status	Common Carrier	Interconnected	Yes
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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	
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Ethnicity		Gender	
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PCS Broadband License - WQGG892 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	WQGG892	Radio Service	CW - PCS Broadband
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	MTA001 - New York	Channel Block	A
Submarket	14	Associated Frequencies (MHz)	001850.00000000- 001865.00000000 001930.00000000- 001945.00000000
Dates			
Grant	12/10/2014	Expiration	12/14/2024
Effective	08/31/2018	Cancellation	
Buildout Deadlines			
1st		2nd	
Notification Dates			
1st		2nd	
Licensee			
FRN	0003291192	Type	Limited Liability Company
Licensee			
NEW CINGULAR WIRELESS PCS, LLC 208 S Akard St., RM 1015 Dallas, TX 75202 ATTN Cecil J Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T MOBILITY LLC Cecil J Mathew 208 S Akard St., RM 1015 Dallas, TX 75202 ATTN FCC Group		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.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	

Wireless Communications Service License - KNLB204 - New Cingular Wireless PCS, LLC

PA This license has pending applications: 0008763787			
Call Sign	KNLB204	Radio Service	WS - Wireless Communications Service
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	MEA002 - New York City	Channel Block	B
Submarket	0	Associated Frequencies (MHz)	002310.00000000-002315.00000000-002355.00000000-002360.00000000
Dates			
Grant	02/04/2020	Expiration	07/21/2027
Effective	02/04/2020	Cancellation	
Buildout Deadlines			
1st	03/13/2017	2nd	09/13/2019
Notification Dates			
1st	03/17/2017	2nd	
Licensee			
FRN	0003291192	Type	Limited Liability Company
New Cingular Wireless PCS, LLC 208 S. Akard St., RM 1016 Dallas, TX 75202 ATTN Leslie A. Wilson		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T Mobility LLC 1120 20th Street, NW, Suite 1000 Washington, DC 20036 ATTN Michael P. Goggin		P:(202)457-2055 F:(202)457-3073 E:michael.p.goggin@att.com	

Ownership and Qualifications

Radio Service Type

Regulatory Status

Interconnected

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

3.7 GHz Service License - WRNI929 - AT&T Spectrum Frontiers LLC

Call Sign	WRNI929	Radio Service	PM - 3.7 GHz Service
Status	Active	Auth Type	Regular
Rural Service Provider Bidding Credit			
Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No		
Reserved Spectrum			
Reserved Spectrum			
Market			
Market	PEA001 - New York, NY	Channel Block	A4
Submarket	0	Associated Frequencies (MHz)	003760.00000000-003780.00000000
3.7 GHz License Type	Interim	3.7 GHz Linked License	<u>WRNI928</u>
Dates			
Grant	07/23/2021	Expiration	12/05/2025
Effective	07/23/2021	Cancellation	
Buildout Deadlines			
1st		2nd	
Discontinuance Dates			
1st		2nd	
Notification Dates			
1st		2nd	
Licensee			
FRN	0027840180	Type	Limited Liability Company
Licensee			
AT&T Spectrum Frontiers LLC 208 S. Akard St., RM 1015 Dallas, TX 75202 ATTN Cecil J. Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T Spectrum Frontiers LLC 208 S. Akard St., RM 1015 Dallas, TX 75202 ATTN Cecil J. Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	

Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier, Non-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

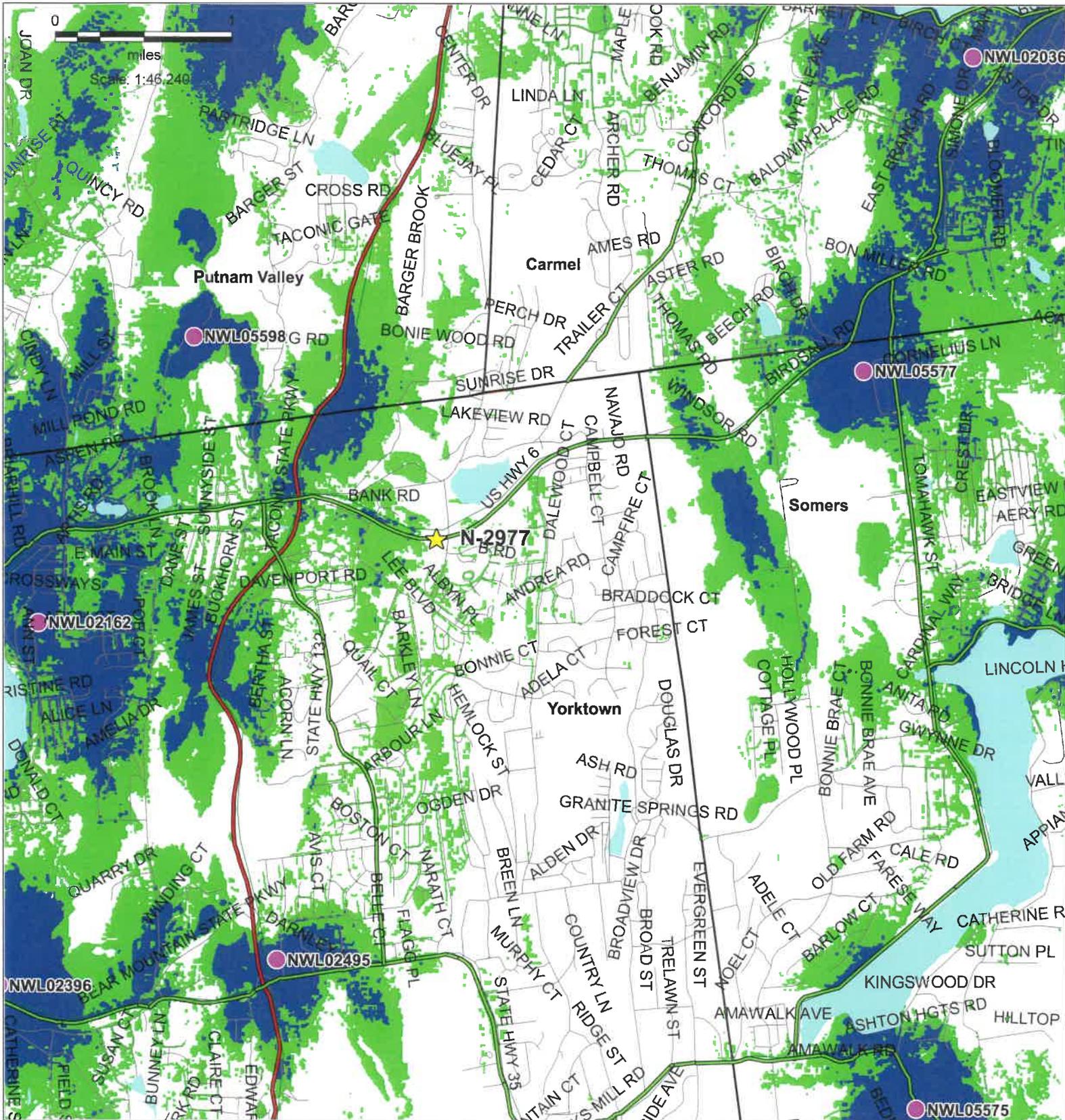
This license did not have tribal land bidding credits.

Demographics

Race			
Ethnicity		Gender	

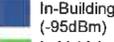
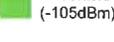
3.7 GHz Service License - WRNI931 - AT&T Spectrum Frontiers LLC

Call Sign	WRNI931	Radio Service	PM - 3.7 GHz Service
Status	Active	Auth Type	Regular
Rural Service Provider Bidding Credit			
Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?		No	
Reserved Spectrum			
Reserved Spectrum			
Market			
Market	PEA001 - New York, NY	Channel Block	A5
Submarket	0	Associated Frequencies (MHz)	003780.00000000-003800.00000000
3.7 GHz License Type	Interim	3.7 GHz Linked License	<u>WRNI930</u>
Dates			
Grant	07/23/2021	Expiration	12/05/2025
Effective	07/23/2021	Cancellation	
Buildout Deadlines			
1st		2nd	
Discontinuance Dates			
1st		2nd	
Notification Dates			
1st		2nd	
Licensee			
FRN	0027840180	Type	Limited Liability Company
Licensee			
AT&T Spectrum Frontiers LLC 208 S. Akard St., RM 1015 Dallas, TX 75202 ATTN Cecil J. Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	
Contact			
AT&T Spectrum Frontiers LLC 208 S. Akard St., RM 1015 Dallas, TX 75202 ATTN Cecil J. Mathew		P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com	



Map 1
AT&T Neighboring Coverage

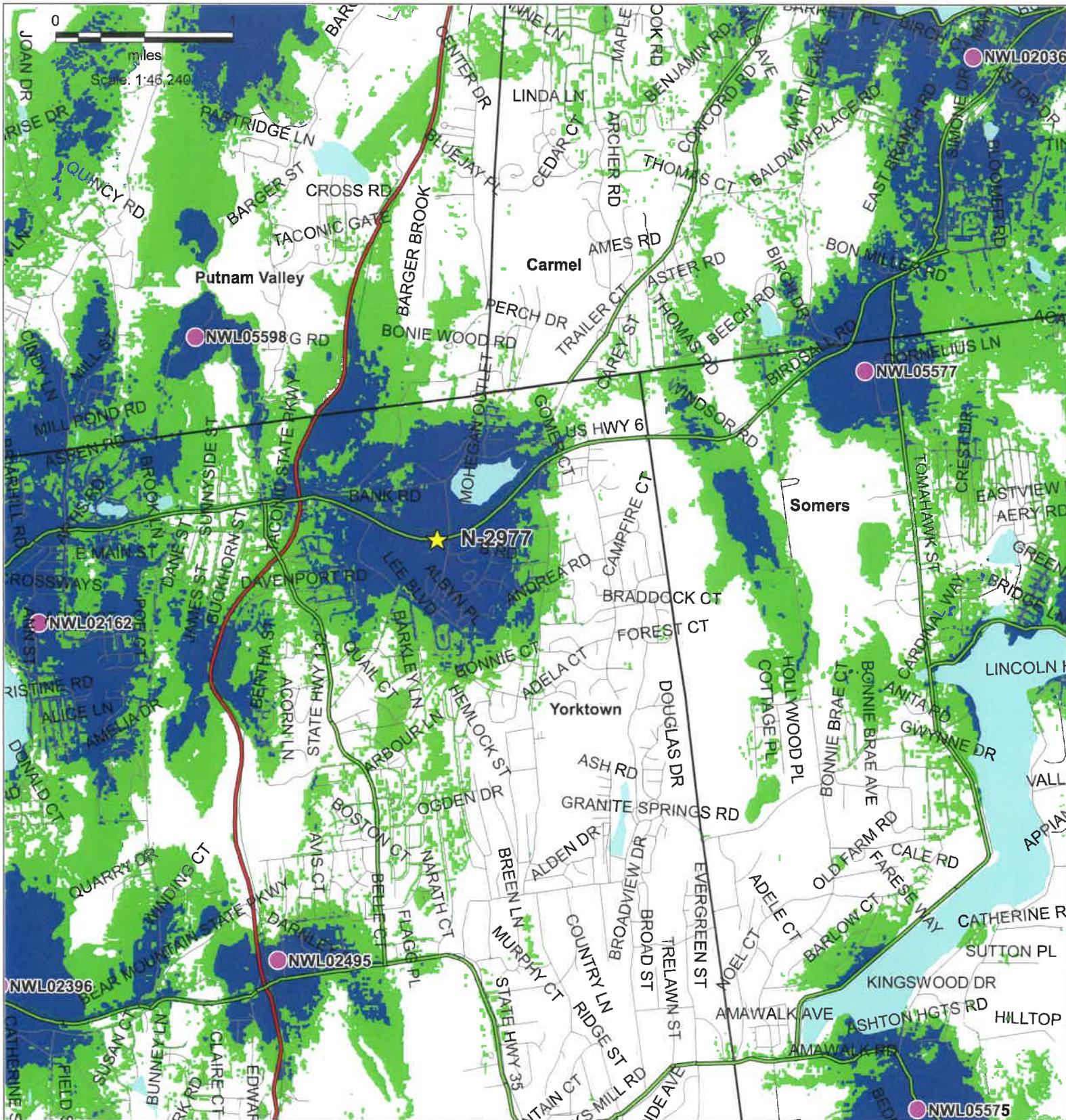
Site Number: N-2977
Address: Hill Boulevard
Jefferson Valley, NY 10535

700 MHz LTE RSRP
 In-Building Coverage (-95dBm)
 In-Vehicle Coverage (-105dBm)

 **Proposed Site**
 **Existing On Air Sites**

 **State Rd**
 **Highway**
 **Municipal Border**

Prepared By:
Daniel Penesso
RF Engineer for AT&T
March 14, 2022



Map 2
AT&T Proposed Composite Coverage

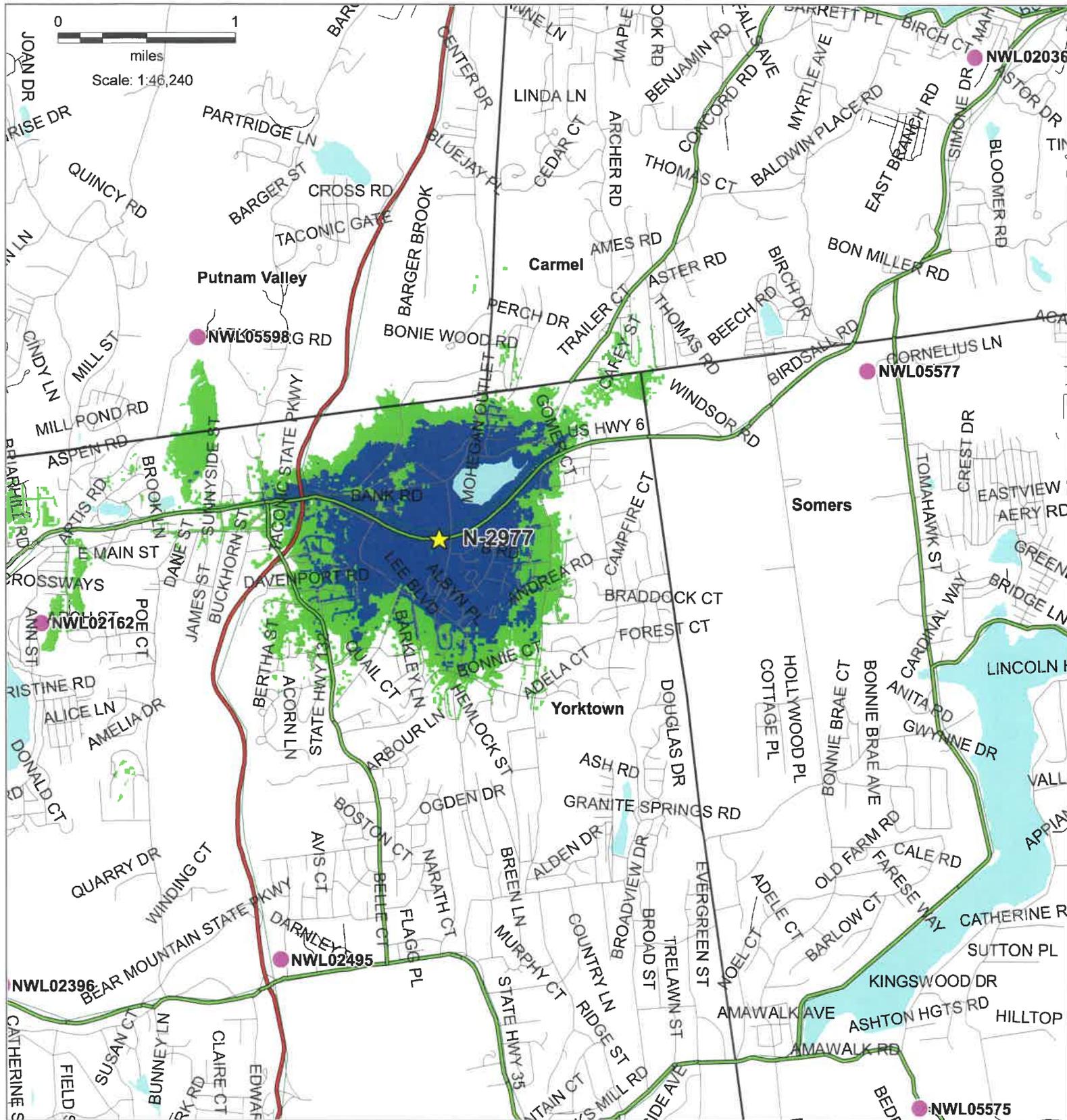
Site Number: N-2977
Address: Hill Boulevard
Jefferson Valley, NY 10535

700 MHz LTE RSRP
 In-Building Coverage (-95dBm)
 In-Vehicle Coverage (-105dBm)

 **Proposed Site**
 **Existing On Air Sites**

 **State Rd**
 **Highway**
 **Municipal Border**

Prepared By:
Daniel Penesso
RF Engineer for AT&T
March 14, 2022



Map 3

AT&T Proposed Site Coverage

Site Number: N-2977
Address: Hill Boulevard
Jefferson Valley, NY 10535

700 MHz LTE RSRP

- In-Building Coverage (-95dBm)
- In-Vehicle Coverage (-105dBm)

Proposed Site

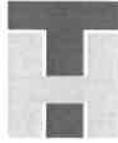
Existing On Air Sites

- State Rd
- Highway
- Municipal Border

Prepared By:
Daniel Penesso
RF Engineer for AT&T
March 14, 2022

Site List for N-2977

Site ID	Longitude	Latitude	Address	City	Structure Type	Status	Height
N-2977	-73.802373	41.328982	HILL BOULEVARD	JEFFERSON VALLEY	MONOPOLE	Proposed	116ft.
NWL00500	-73.862327	41.277324	260 CROTON AVENUE	CORTLANDT MANOR	MONOPOLE	On-Air	120ft.
NWL01861	-73.9210734	41.349357	40 FRANCISCAN WAY	GARRISON	WATER TANK	On-Air	83ft.
NWL02036	-73.74387	41.368542	SENIOR HILL - CREST DRIVE	MAHOPAC	SELF SUPPORT	On-Air	132ft.
NWL02071	-73.728338	41.322333	87 ROUTE 202	SOMERS	SELF SUPPORT	On-Air	70ft.
NWL02091	-73.796943	41.346389	6 BONIE WOOD DRIVE	MAHOPAC	UTILITY	On-Air	157ft.
NWL02162	-73.845653	41.322056	3491 HEYWARD STREET	MOHEGAN LAKE	MONOPOLE	On-Air	125ft.
NWL02163	-73.70313	41.335657	HERITAGE HILLS	SOMERS	MONOPOLE	On-Air	72ft.
NWL02295	-73.836653	41.384722	7 BERGER HILL ROAD	PUTNAM VALLEY	SELF SUPPORT	On-Air	120ft.
NWL02396	-73.850005	41.292407	3800 CROMPOND ROAD	YORKTOWN HEIGHTS	MONOPOLE	On-Air	108ft.
NWL02495	-73.819736	41.294519	2649 STRANG BOULEVARD	YORKTOWN HEIGHTS	ROOFTOP	On-Air	52ft.
NWL02540	-73.895454	41.301727	888 BENEFIELD BOULEVARD	PEEKSKILL	WATER TANK	On-Air	106ft.
NWL02629	-73.926963	41.328231	1111 ROUTE 9	GARRISON	ROOFTOP	On-Air	96ft.
NWL02734	-73.795112	41.371307	29 EAST LAKE SHORE DRIVE	CARMEL	UTILITY	On-Air	115ft.
NWL03524	-73.928001	41.30682	5742 ALBANY POST ROAD	CORTLANDT MANOR	MONOPOLE	On-Air	121ft.
NWL03525	-73.92088	41.291106	951 MAIN STREET	PEEKSKILL	ROOFTOP	On-Air	76ft.
NWL03622	-73.871059	41.307925	3105 EAST MAIN STREET	MOHEGAN LAKE	MONOPOLE	On-Air	117ft.
NWL05441	-73.911713	41.378606	1924 ROUTE 9	GARRISON	MONOPOLE	On-Air	88ft.
NWL05537	-73.695139	41.309389	243 ROUTE 100	SOMERS	MONOPOLE	On-Air	97ft.
NWL05575	-73.750111	41.282417	2580 ROUTE 35	SOMERS	ROOFTOP	On-Air	127ft.
NWL05576	-73.710583	41.279139	121 ROUTE 100	SOMERS	ROOFTOP	On-Air	139ft.
NWL05577	-73.75584	41.34276	80 ROUTE 6	SOMERS	MONOPOLE	On-Air	84ft.
NWL05598	-73.828709	41.345528	1135 WILLIAMS DRIVE	SHRUB OAK	MONOPOLE	On-Air	87ft.
NWL05736	-73.679305	41.283602	EXIT 6A/HIGHWAY 684	SOUTH SALEM	ROOFTOP	On-Air	130ft.



HOMELAND TOWERS

March 11, 2022

Honorable Supervisor Slater and
Members of the Town Board
Town of Yorktown
363 Underhill Rd
Yorktown Heights, NY 10598

RE: Alternate Site Analysis for the proposed facility location at Route 6 & Hill Blvd

Hon. Supervisor Slater and Members of the Town Board:

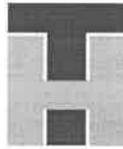
I am the Regional Manager for Homeland Towers, LLC. I was responsible for identifying a suitable location for a telecommunications facility that would remedy the significant gap in reliable wireless service throughout this area of Jefferson Valley in the vicinity and along Route 6, Hill Blvd and adjoining commercial and residential areas.

In consideration of coverage needs in the area, I began exploring the area in the vicinity of the proposed site for a facility location taking into account the Town's Zoning Code, collocation opportunities, land uses, potential environmental impacts, elevation, proximity to residences, aesthetics and construction feasibility. The Town Wireless Code states as follows:

Town code Section 300-D 1. states: Location and access. Wireless telecommunication facilities (WCF) shall be located on Town-owned lands or facilities. If, because of unreasonable technological, financial or structural limitations or objection to the use of certain Town-owned lands by the Town Board for aesthetic, safety or other reasons, location on Town-owned lands or facilities is not practicable, such facility shall be located on lands in a nonresidential zoning district before being located on any lands, other than Town-owned lands, in a residence district, and shall be located on lands with nonresidential uses in a residence district before being located on lands used exclusively for residential purposes. Wherever possible, such facility shall be attached to an existing building or structure. To the maximum extent practicable, existing roadways shall be used to provide access to the site of a WCF.

First, I performed a series of field visits to determine if there are any existing Wireless telecommunication facilities in the area of the required coverage objective.

Not being able to find any existing facilities suitable for shared use that would meet the coverage objective, I researched the Town's tax maps and performed a series of field visits of the area to find any Town-owned lands that might be suitable for the construction of a Wireless Telecommunication Facility and found the following Town-owned properties:



HOMELAND TOWERS

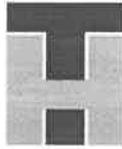
1. 795 Route 6, Parcel # 16.07-1-38 This Town parcel is designated Parkland and has an existing lease and use as a golf course that is currently undergoing site upgrades and improvements. This location is encumbered with considerable areas of wetlands. We were not able to find a suitable location that is outside the wetlands and which would not interfere with the golf course operations. (see Exhibit A).
2. Underhill Ave, Parcel # 16,12-1-23. This Town parcel is designated Parkland. This location along Lee Blvd is encumbered with considerable areas of wetlands. We were not able to find enough suitable ground space outside the wetlands for a facility at this location. (see Exhibit A).
3. Underhill Ave, Parcel # 16,12-1-22. This Town parcel is designated Parkland. This location along Lee Blvd is encumbered with considerable areas of wetlands. We were not able to find enough suitable ground space outside the wetlands for a facility this location. (see Exhibit A)
4. Route 6 & Hill Blvd, Parcel # 16.12-1-31. This Town parcel is designated Parkland. This parcel has a good location at the south west corner of the intersection of Route 6 and Hill Blvd. This parcel also has some wetlands; however, we were able to find sufficient ground space outside the wetlands for a WFS at this location. This parcel is the subject of this application (see Exhibit A). Based on its location adjacent to transmission towers, the facility will be in character of the surrounding area.

Having identified the Town-owned properties in this area, I evaluated the properties given the existing site locations, wetland constraints, coverage objective, aesthetic considerations, distance to nearby residences and space availability as follows:

First, I evaluated the available space at each parcel to determine which of the locations had enough available ground space and determined that locations 1, 2 and 3 are not viable due to existing use and prevalence of wetlands.

Second, the only available location at Route 6 and Hill Blvd would provide approximately 730' setback from the nearest residence. (see Exhibit B).

Third, I evaluated the only available location to determine if a facility at this location would be screened by existing, natural screening (woods) to minimize the aesthetic impact on the area residences and found that the location at Route 6 & Hill Blvd has natural screening towards the residences in this area and that it is +/- 730' from the closest residence. (see Exhibit B).



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Fourth, I assessed the visual impact of a proposed location on the surrounding areas and found that utilizing a location that has existing screening and the greatest distance to area residences as well as an adjacent existing “utility structure use” would be best suited for the proposed facility. The proposed location is adjacent to existing high voltage transmission towers of approximately the same height and therefore matches the existing “utility structure use” of the adjacent property.

The proposed location at the intersection of Route 6 and Hill Blvd meets all the foregoing considerations as it has existing woods that will shield the proposed facility and provide the greatest distance to residences in the area and also matches the existing “utility structure use” of the adjacent property. Please see the Visual Assessment Report by Saratoga Associates as part of this application.

Conclusion:

There are no existing towers or antenna sites suitable for shared use that would also meet the coverage objective. Given the availability of Town-owned properties in this area, the local topography, existing site locations, coverage objective, aesthetic impacts, environmental constraints and distance to nearby residences, the proposed location at the intersection of Route 6 & Hill Blvd has the least aesthetic impact and the greatest distance to nearby residences.

Based on its location and the surrounding area, including the Town Code requirements, the proposed location is the least intrusive to remedy the significant gap in reliable service and is the subject of this application.

Respectfully,

Klaus Wimmer

Klaus Wimmer
Regional Manager
Homeland Towers, LLC.



HOMELAND TOWERS

Exhibit A





HOMELAND TOWERS

Exhibit B



Distance to nearest residence is +/- 730 ft

OPINION LETTER

March 3, 2022

FAA Required/FCC Not Required

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



RE: **NY087 - Jefferson Valley, NY Airspace Analysis**
Latitude (NAD-83): 41° 19' 45.18" N
Longitude (NAD-83): 73° 48' 08.51" W
Ground Elevation: 424 .0 ft. GE
Tower tip height: 137.0 ft. AGL
Overall height: 561.0 ft. AMSL

Dear Ms. Vergati,

Our airspace analysis results for the NY087 - Jefferson Valley, NY site are as follows:

1. Per AIRSPACE, filing an FAA Form 7460-1 is not required for the proposed tower height of 137.0 ft. AGL (561.0 ft. AMSL). The maximum allowable height for not filing an FAA Form 7460-1 is 200 ft. AGL.
2. Per FAA Notice Criteria Tool, your proposed structure is in proximity to a navigation facility and may impact the assurance of navigation signal reception. The FAA, in accordance with 77.9, requests that you file.
3. FCC's TOWAIR Determination indicates that this Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided. The maximum allowable height is for not filing for an ASR is 200 ft. AGL. The TOWAIR output states FAA is not required, but the FAA Navigational Impact takes precedent over TOWAIR, therefore requiring an FAA Filing.
4. The FAA time frame for the proposed 561.0 ft. AMSL overall height will be 45 days. The FAA Form 7460-1 for NY087 - Jefferson Valley, NY at 137.0 ft. AGL will be filed after client review.
5. The proposed site is 10.37 nm NE from the nearest public landing facility – H43: Haverstraw and it is 14.689 nm West from DXR: Danbury Muni. At an overall height of 592.0 ft AMSL, it does not exceed FAR 77.9 (a) or FAR 77.9 (b) Notice Criteria for DXR airport. This airport has both Circling and Straight-In Instrument approach procedures. It does not exceed any glide slopes of DXR airport. H43: Haverstraw is a heliport type landing facility associated with the city of Haverstraw, NY. DXR: Danbury Muni is an airport type landing facility associated with the city of Danbury, CT.
6. The proposed site is not within any of the instrument approach procedures of DXR airport.
7. The nearest private landing facility is 96NY: Massaro, which is a heliport type landing facility not eligible for study under FAR Part 77 sub-Part C. It is 4.32 nm NE from the proposed site.
8. The proposed 137.0 ft. AGL tower would not adversely affect low altitude en route airways and/ or VFR routes in the area.
9. The nearest AM tower is WLNA, which is 6.09 mi (9795 meters) away bearing 256.45°. WLNA AM is operating a directional type antenna system. As noted per the FCC AM Tower Locator and per FCC regulation 13-115, Section 1.30002, the structure will not require a "Proof of Performance" measurement study before and after construction. The electrical height of the studied antenna is: 77°. The studied structure is not within 2111 meters of this AM station. 10 Wavelengths = 2111 meters.



10. **Marking and lighting may be required for the proposed tower height of 137.0 ft. AGL but it was not requested. The FAA will make the determination of Marking and Lighting for aviation safety and it will be noted on the Determination letter once it is issued. The Marking and Lighting cannot be predicted prior to the completion of the FAA evaluation.**
11. All Wireless Applications Corp. analyses are based on the latest AIRSPACE, FAA Notice Criteria Tool and FCC TOWAIR programs.

If you have any questions, please do not hesitate to call.

Thank you.

Ronald W. Lageson, Jr.
425-643-310 (office)
425-649-5675 (fax)

