UNITED STATES DISTRICT COURT	
SOUTHERN DISTRICT OF NEW YORK	
NEW YORK SMSA LIMITED PARTNERSHIP d/b/a/ VERIZON WIRELESS, and HOMELAND TOWERS, LLC,	
Plaintiffs,	
-against-	
THE VILLAGE OF NELSONVILLE, THE VILLAGE OF NELSONVILLE VILLAGE BOARD, THE VILLAGE OF NELSONVILLE ZONING BOARD OF APPEALS, THE VILLAGE OF NELSONVILLE PLANNING BOARD, MINIJESEK, FOIL OFFICER AND VILLAGE CLERK (in her official capacity) and WILLIAM BUJARSKI, BUILDING INSPECTOR (in his official capacity),	OY 18-cv-5932
Defendants.	
NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T MOBILITY,	
Plaintiff,	
-against-	18-cv-5888
THE VILLAGE OF NELSONVILLE,	
Defendant.	
X	

STIPULATION OF SETTLEMENT AND CONSENT ORDER

WHEREAS, the plaintiffs New York SMSA Limited Partnership d/b/a Verizon Wireless, Homeland Towers, LLC and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (collectively, "Plaintiffs"), commenced these actions on June 29, 2018, against defendants the Village of Nelsonville, the Village of Nelsonville Village Board, the Village of Nelsonville Zoning Board of Appeals, the Village of Nelsonville Planning Board, Mindy Jesek, Foil Officer and Village Clerk (in her official capacity) and William Bujarski, Building Inspector (in his official capacity) (collectively, "Village" or "Defendants"), seeking *inter alia* a Judgment and Order finding that Defendants' denial of Plaintiffs'

request to install and maintain a telecommunications facility at 15 Rockledge Road, Nelsonville, New York ("Property") violated Plaintiffs' rights under the Telecommunications Act of 1996 ("TCA"), as codified at 47 U.S.C. § 332(c) and § 253(a) and directing Defendants to immediately issue any and all local approvals necessary for Plaintiffs to install and operate the facility that is the subject of this action;

WHEREAS, the Village denied Plaintiffs' request to build a 120-foot-tall cellular communications facility because, among other reasons, the Village concluded that (i) the Plaintiffs failed to comply with the Village Zoning Code requiring that the proposed installation be minimized to a level of insignificance; (ii) the proposed installation would result in a negative aesthetic impact in an area of scenic and historical significance; (iii) the Plaintiffs failed to demonstrate a significant gap in cellular call coverage in the Village of Nelsonville; and (iv) the Plaintiffs failed to locate the proposed tower where the visual impact is least detrimental;

WHEREAS, the Village denies all of the allegations in the Complaints and First Amended Complaint, and denies that it has any liability relating to these allegations and Plaintiffs deny that the Village had a basis to deny the applications and that they have any liability to the Village;

WHEREAS, this Stipulation of Settlement and Consent Order ("Consent Order") is not an admission by the Defendants or the Plaintiffs of any liability or wrongful conduct;

WHEREAS, to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation, Plaintiffs and Defendants have agreed to settle this action, pursuant to the terms and conditions set forth herein; and

WHEREAS, Plaintiffs and Defendants, intending to be legally bound, have consulted with their counsel and the undersigned counsel herein have the requisite authority and approval to enter into this Consent Order.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY PLAINTIFFS AND DEFENDANTS, AND ORDERED BY THE COURT THAT:

- 1. Within 60 days of the date the Court "So Orders" this Consent Order, Plaintiffs will submit a complete application for a building permit to install a 95-foot-tall monopine tower (plus branches) and telecommunications facility at the Property as described and shown on the drawings attached hereto as Exhibit A (the "Facility").
- 2. Plaintiffs agree that: (i) the Facility will be surrounded by a 8-feet-height cedar privacy fence; (ii) the Facility's security and other lighting systems will be designed, installed and maintained in such a manner (through motion detection, automatic shut-off, projecting downward, shielding, and minimum wattage) as to minimize or eliminate light pollution; (iii) the Facility will be designed, installed and maintained in such a manner as to minimize or eliminate noise pollution; (iv) the color of the monopine tower, the retaining wall design and appearance, the fencing about the retaining wall, the sizing for the level spreader and stone rip-rap at the pipe outlets, and the layout/geometry of the site access driveway will be subject to the reasonable approval of the Village at the building permit stage; (v) the monopine tower will simulate a pine tree to the greatest extent that is commercially reasonable, including high-density branches with needles from the top of the tower to approximately 40 feet above finished grade as measured from the top of the foundation and as shown on Exhibit A, with non-uniform branch lengths, and with the height of the branches being consistent with the drawings attached hereto as Exhibit A; (vi) the vegetative screening, netting and fencing used at the Facility will be camouflaged in color for woodland environments (i.e., green, brown or black); (vii) Plaintiffs will maintain during the life of the Facility the cedar privacy fence, vegetative screening and all other elements of the Facility to function and appear in substantially the same manner as when the certificate of compliance is issued by the Village; (viii) in order to ensure that government and emergency service vehicles have access to the Facility, Plaintiffs will keep the access drive on the

Property in good order and repair, and free of impediments to access; (ix) no other towers or telecommunications facilities shall be permitted anywhere on the Property (however, subject to all necessary approvals, other telecommunications antennas and equipment shall be permitted to be collocated on the monopine and within the fenced compound associated with the Facility); (x) no other structures shall be permitted on the Property except for within the fenced compound or on the monopine tower; and (xi) the remainder of the Property shall be preserved from future development beyond the limits of the Facility compound and access drive. It is understood by the parties hereto that Homeland Towers holds an option to purchase the Property and intends to complete the purchase of the Property upon the full execution of this Consent Order. It is also understood that, if Homeland Towers does not become fee simple owner of the Property, the Village shall have no obligation to issue a building permit to construct the Facility. Within seven (7) days of the issuance of a building permit for the construction of the Facility, Homeland Towers shall record a restrictive covenant against the Property embodying the limitations set forth in paragraph 2(ix), (x) and (xi) in a form approved by the Village ("Restrictive Covenant"). Homeland Towers will provide the Village with proof of the filing of the Restrictive Covenant within 2 days of its recordation. In the event the Facility is not constructed on the Property or a court of competent jurisdiction prevents the construction of the Facility, including access and/or utilities thereto, or requires the removal of the Facility from the Property, the provisions of paragraph 2(x) and 2(xi) shall not be applicable and the Property may be developed for any lawful purpose, subject to all necessary approvals.

3. Defendants shall issue Plaintiffs a building permit for the Facility within 15 days of the receipt of a complete application. The Building Permit application shall consist of the drawings attached hereto as Exhibit A, the contractor's insurance certificates, the customary Nelsonville Building Permit Application form and fee, under Village Zoning Code § 188-71(F), a \$25,000.00 bond in a form reasonably acceptable to the Village for decommission and removal of the Facility and a

\$50,000.00 bond in a form reasonably acceptable to the Village for repair and maintenance of Facility site improvements, a calculation of the Facility's worst-case Maximum Permissible Exposure ("MPE") levels for human radio frequency exposure, proof that Homeland is sole fee simple owner of the Property, and any other information requested by the Village in its reasonable discretion and customarily required for building permit applications.

- 4. Defendants shall issue a certificate of compliance within 15 days of Plaintiffs' complete request (including, third-party inspection reports, engineering reports evidencing compliance with the prescribed manner of construction, as-built drawings, proof of the filing of the Restrictive Covenant, elevation certificate showing compliance with height limitations and such other documents as may be reasonably requested by Defendants) for such issuance and upon proper and complete construction of the Facility. Upon issuance of the certificate of compliance, the Facility will be deemed a permitted use as if it had all necessary permits required by the Village including any necessary variance pursuant to New York State Village Law Section 7-736. However, nothing in this Consent Order shall be construed to mean that the Facility does not need to comply with all applicable existing laws. Plaintiffs shall comply Village Code \(\) 188-70(A)(5), 188-70(A)(7), 188-70(B)(2)(b), 188-70(B)(3) (Decommission and removal shall be performed by the Plaintiffs, at their sole cost and expense, within 6 months of the cessation of operations of the tower for the transmission of wireless communications). In addition, if Plaintiffs add or make an application to add additional radio frequency carriers to the Facility, or make any other material change to the Facility, Plaintiffs agree to provide an updated calculation of the Facility's worst-case MPE levels for human radio frequency exposure.
- 5. Plaintiffs hereby forever waive and relinquish any rights they may have under any law whatsoever (e.g., Section 6409 (codified as 47 U.S.C.S. 1455(a)) of the Middle Class Tax Relief and Job Creation Act of 2012, and its implementing regulation 47 C.F.R. §1.6100, Nelsonville Zoning Code

Art. VII, etc.) to raise (or apply to raise) the height of the Facility (except as set forth in paragraph 12 herein).

- 6. Although Exhibit A already includes proposed landscaping, Plaintiffs shall establish a \$30,000.00 fund, to be held by and distributed by the Village to property owners near the Facility for the installation of landscaping. Plaintiffs shall have no responsibility to maintain any such landscaping. Such property owners that request in writing such funds for the installation of landscaping will execute in advance of the distribution of such funds a release of liability and waiver of claims related to the funds and the Facility and access thereto in a form reasonably acceptable to the Plaintiffs. The funds shall be delivered to Bleakley Platt & Schmidt, LLP in the form of a bank check made payable to the Village within 30 days of the date the Village issues all necessary certificates of completion for the Facility, provided there are no pending lawsuits that have not been fully resolved related to the Facility, Property or easements or rights-of-way to the Property in any way whatsoever. The funds must be used specifically for landscaping purposes and any unused funds that are not distributed by the later of: (1) 6 months of the submission of the funds to Bleakley Platt & Schmidt, LLP, or (2) 3 months from the Village's issuance of the certificate of compliance, shall be returned to Plaintiffs to be used, within 12 months of return, to enhance the visual mitigation of the Facility. The appropriate enhanced visual mitigation measures will be proposed by the Village and reasonably agreed to by Plaintiffs.
- 7. This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order. For the avoidance of doubt, the "property owners near the Facility" referenced in paragraph 6 are not third-party beneficiaries under this Consent Order and have no rights or causes of action created by this Consent Order.
- 8. By entering this Consent Order, the Village makes no representation whatsoever whether the ability or authority to construct or maintain the proposed improvements in Exhibit A are

within the rights Plaintiffs claim under the "Existing Rockledge Road Access Easement" (Liber 667, pg. 615) referenced therein.

- 9. Within 30 days of the date the Court "So Orders" this Consent Order, Plaintiffs will reimburse the Village for the expenses it incurred in reviewing Plaintiffs' special use permit, variance and site plan approval applications in an amount of \$35,758.14. The reimbursement will be deemed full satisfaction of the expenses the Village incurred. The reimbursement shall be delivered to Bleakley Platt & Schmidt, LLP in the form of a bank check made payable to the Village and shall be in full satisfaction of any sums owed to the Defendants in connection with the underlying special use permit, variance and site plan applications submitted by Plaintiffs that were denied by the Village.
- 10. Plaintiffs and Defendants acknowledge that this Consent Order was the product of negotiation by all parties through their counsel, including negotiation as to the language set forth herein, and as such, to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Consent Order, the ambiguity shall not be resolved based on who drafted the Consent Order. The obligations of this Consent Order apply to and are binding upon the parties, and any successors and assigns or other entities or persons otherwise bound by law.
- 11. Plaintiffs knowingly and voluntarily release and forever discharge Defendants of and from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the Defendants, the Plaintiffs ever had, now have or will ever have for, shall or may have for, upon, or by reason of this action, the Facility, the Property, and any matter related in anyway whatsoever to this action, from the beginning of time to the date the Court "So Orders" this Consent Order, including those claims that were asserted by Plaintiffs in this lawsuit.

- 12. Upon request of the Village, Plaintiff, Homeland Towers, shall make space available to the Village and local emergency service entities at no cost for the placement of three noncommercial emergency services antennas on the tower at a location, at the Village's option, either: (1) at, or below, 50 feet above ground level ("Bottom Mount"), (2) on the top of the tower provided no such emergency service antenna shall be any closer to the Verizon Wireless or AT&T Mobility antennas than twelve (12) feet (and with no unreasonably harmful interference to the signal transmission of other antennas on the tower) ("Top Mount"), or (3) at some combination of Bottom Mount and Top Mount; as well as related noncommercial equipment within a ten-foot by ten-foot space adjacent to the equipment compound. Homeland Towers shall not be responsible for the cost to purchase, install, or maintain any such antennas or equipment.
- 13. This Consent Order shall be deemed a Type II action under the New York State Environmental Quality Review Act, as it is the action of a court. 6 N.Y.C.R.R.§ 617.5(c)(46).
- 14. Upon the execution of this Consent Order by or on behalf of all parties and the "so ordering" of this Consent Order by the Court, this action will be dismissed with prejudice, and without fees, costs, disbursements, damages, interest or attorneys' fees against any party, except as otherwise set forth herein. Any party may, upon notice, seek to enforce this Consent Order.

DEFENDANTS:

PLAINTIFFS VERIZON & HOMELAND:

Adam Rodriguez, Esq.
BLEAKLEY PLATT & SCHMIDT, LLP
Attorneys for Defendants
One No. Lexington Avenue
White Plains, NY 10601
T. (914) 287-6145

Robert D. Gaudioso, Esq. SNYDER & SNYDER, LLP Attorneys for Plaintiffs Verizon & Homeland 94 White Plains Road Tarrytown, NY 10591 T. (914) 333-0700

PLAINTIFF NEW CINGULAR:

Andrew B. Joseph, Esq.
DRINKER BIDDLE & REATH, LLP
Attorneys for New Cingular
1177 Avenue of the Americas
New York, NY, 10036-2714
T. 973-549-7264

Dated:, 2020	
	SO ORDERED:
	The Honorable Vincent L. Briccetti United States District Judge

PROJECT INFORMATION:

PROPOSED UNMANNED COMMERCIAL COMMUNICATIONS TOWER WITH PERSONAL WIRELESS

SERVICE FACILITIES INCLUDING THE INSTALLATION OF A 95' MONOPINE WITH ANTENNAS AND ASSOCIATED EQUIPMENT WITHIN A PROPOSED FENCED MULTI-CARRIER WIRELESS EQUIPMENT

SITE ADDRESS: 15 ROCKLEDGE ROAD NELSONVILLE, NY 1051 PROPERTY OWNER: DOUGLAS W. LOGAN

COLD SPRING, NY 10516

P.O. BOX 188

9 HARMONY STREET, 2ND FLOOR

ORANGE COUNTY - POUGHKEEPSIE LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS

BASKING RIDGE, NJ 07920 NEW CINGULAR WIRELESS PCS LLC 575 MOROSGO DRIVE, 13-F WEST TOWER

CONTACT: CUSTOMER SERVICE

PHONE: (800) 527-2714

TELCO CONTACT: (800) 843-2255 LATITUDE: N41°25'20.32" LONGITUDE: W73°56'27.56"

LAT/LONG TYPE: NORTH AMERICAN DATUM OF 1983 (NAD83)

ELEVATION: ±363.15

JURISDICTION: VILLAGE OF NELSONVILLE **COUNTY:** PUTNAM COUNTY TAX PARCEL 49.6-1-7 LOT SIZE: 9.63 ACRES

ZONING DISTRICT: MR "MOUNTAIN RESIDENTIAL"

CURRENT USE: UNDEVELOPED

COMMERCIAL COMMUNICATIONS TOWER WITH PERSONAL WIRELESS SERVICE FACILITIES

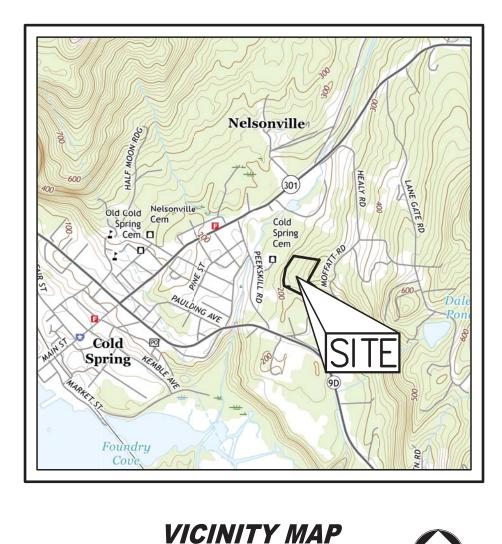
TABLE OF LAND USE SECTION 49.6, BLOCK 1, LOT 7 ZONE MR. "MOUNTAIN RESIDENTIAL" **EXISTING** PROPOSED DESCRIPTION REQUIRED MINIMUM LOT AREA (SQUARE FEET) 80,000 419,657 419,657 MINIMUM LOT FRONTAGE 175 211.4 211.4 MINIMUM LOT DIMENSION 150 N/A N/A STREET LINE BUILDING SETBACK 60 N/A PROPERLY LINE BUILDING SETBACK (FEET) 25 N/A MAXIMUM BUILDING HEIGHT (STORIES/FEET) 2.5 / 35 N/A N/A (PERCENT) N/A BUILDING COVERAGE COMMUNICATIONS TOWERS SUPPLEMENTARY REGULATIONS HABITABLE STRUCTURE SETBACK (2) N/A ±308.9 300 N/A FRONT YARD TOWER SETBACK (3) (FEET) ±168.8 150 N/A ±239.2 SIDE YARD TOWER SETBACK (4) 118.75 MAXIMUM TOWER HEIGHT (5) MINIMUM TOWER SEPARATION (6) N/A >500 (FEET) 500 SIDE YARD ACCESSORY STRUCTURE SETBACK (7) (FEET) ±178.7 100 REAR YARD ACCESSORY STRUCTURE SETBACK (1) (FEET) 100 N/A ±481.9 PARKING SUMMARY PARKING SPACES (8) (SPACES)

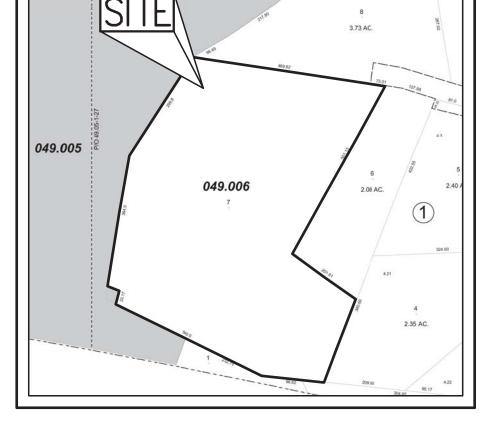
NOTES:

- 1. EXISTING NON-CONFORMITY.
- 2. PER SECTION 188-71.D(2) OF THE VILLAGE OF NELSONVILLE ZONING CODE, NO TOWER SHALL BE PLACED CLOSER THAN 300 FEET TO THE NEAREST
- 3. PER SECTION 188-71.D(5)(a)[1] OF THE VILLAGE OF NELSONVILLE ZONING CODE, THE MINIMUM FRONT YARD SETBACK TO A TOWER SHALL BE 150 FEET OR 125% OF THE HEIGHT OF THE TOWER, WHICHEVER IS GREATER.
- 4. PER SECTION 188-71.D(5)(a)[2] OF THE VILLAGE OF NELSONVILLE ZONING CODE, THE MINIMUM SIDE YARD SETBACK TO A TOWER SHALL BE 50 FEET OR 125% OF THE HEIGHT OF THE TOWER, WHICHEVER IS GREATER.
- 5. PER SECTION 188-71.D(6) OF THE VILLAGE OF NELSONVILLE ZONING CODE, THE MAXIMUM HEIGHT OF A FREESTANDING COMMERCIAL TELECOMMUNICATIONS TOWER SHALL BE 110 FEET.
- 6. PER SECTION 188-71.D(3) OF THE VILLAGE OF NELSONVILLE ZONING CODE, IN A RESIDENTIAL ZONE, A TOWER SHALL NOT BE PLACED CLOSER THAN 500 FEET TO ANY EXISTING COMMERCIAL COMMUNICATIONS TOWER, WHETHER SUCH EXISTING TOWER IS IN A RESIDENTIAL ZONE OR ANY OTHER ZONE.
- 7. PER SECTION 188-71.D(5)(c) OF THE VILLAGE OF NELSONVILLE ZONING CODE, NO BUILDINGS OR STRUCTURES ACCESSORY TO THE OPERATION OF A COMMERCIAL TELECOMMUNICATIONS FACILITY OR COMMERCIAL TELECOMMUNICATIONS ANTENNA INSTALLATION MAY BE CONSTRUCTED IN ANY REQUIRED FRONT YARD AND MUST PROVIDE AT LEAST 50 FOOT SIDE AND REAR SETBACK FROM THE PROPERTY LINE. ON ANY LOT LINE ABUTTING A RESIDENTIAL
- 8. PER SECTION 188-71.D(C)(2) OF THE VILLAGE OF NELSONVILLE ZONING CODE, A MINIMUM OF TWO PARKING SPACES SHALL BE PROVIDED FOR EACH COMMERCIAL TELECOMMUNICATIONS TOWER WHICH HOUSES A COMMERCIAL TELECOMMUNICATIONS ANTENNA INSTALLATION.

SITE ZONING DRAWINGS SITE NUMBER: NY170 SITE NAME: NELSONVILLE

15 ROCKLEDGE ROAD VILLAGE OF NELSONVILLE PUTNAM COUNTY, NY









GENERAL SEQUENCE OF CONSTRUCTION:

- 1. PRIOR TO THE INITIATION OF ANY CONSTRUCTION, THE APPLICANT OR HIS REPRESENTATIVE WILL MEET ON—SITE WITH THE VILLAGE BUILDING INSPECTOR, VILLAGE ENGINEER, SITE CONTRACTOR, AND/OR ANY ADDITIONAL OUTSIDE AGENCIES THAT MAY HAVE JURISDICTION FOR A PRE—CONSTRUCTION CONFERENCE TO REVIEW ALL FACETS OF CONSTRUCTION, REQUIRED EROSION PROTECTION MEASURES AND REQUIRED
- CONDUCT ALL ROCKLEDGE ROAD / EASEMENT IMPROVEMENTS, INCLUDING UTILITY TRENCHING.

SCALE: 1" = 2,000'

- 3. STAKE LIMIT OF DISTURBANCE BOUNDARY WITH LATHE AND FLAGGING. INSTALL A STABILIZED CONSTRUCTION ENTRANCE.
- 5. ENSURE THE PROTECTION AND FUNCTION OF THE EXISTING DETENTION POND, OUTLET CONTROL STRUCTURES AND CONVEYANCE PIPES FOR THE DURATION OF CONSTRUCTION ACTIVITIES.
- 6. INSTALL TEMPORARY INLET PROTECTION ON DETENTION POND DRAINAGE STRUCTURES. 7. CONSTRUCT THE VEGETATIVE SWALE TO ACT AS A DIVERSION SWALE TO THE EAST OF THE PROPOSED COMPOUND
- 8. PROVIDE STONE CHECK DAMS AT REGULAR INTERVALS IN THE DIVERSION SWALE.
- 9. CLEAR AND GRUB THE AREA TO BE CONSTRUCTED INCLUDING ACCESS DRIVEWAY.
- 10. REMOVE AND STOCKPILE TOPSOIL. INSTALL SILT FENCING AROUND THE TEMPORARY TOPSOIL STOCKPILE LOCATION FOR EROSION CONTROL PURPOSES
- 11. PROCEED WITH ROUGH GRADING OF THE AREA UNDER ACTIVE CONSTRUCTION.
- 13. INSTALL UTILITIES IN BURIED CONDUIT.
- 14. BEGIN FINAL ROADWAY CONSTRUCTION AND FINE GRADING.
- 15. DIRECT ALL STORM DRAINAGE TO THE PROPOSED STORM WATER MANAGEMENT PRACTICES AS SHOWN ON THE PLANS.

12. INSTALL THE STORM DRAINAGE SYSTEM CONSISTING OF THE DRAIN INLET, CONVEYANCE PIPE AND STONE RIP RAP.

- 16. FINISH GRADING, REDISTRIBUTE TOPSOIL AND ESTABLISH VEGETATION.
- 17. CLEAN AREAS AND STORM DRAINAGE SYSTEM OF ALL ACCUMULATED SEDIMENT IN CONJUNCTION WITH THE REMOVAL OF ALL TEMPORARY SEDIMENT AND EROSION CONTROL DEVICES.
- 18. COMPLETE CONSTRUCTION.

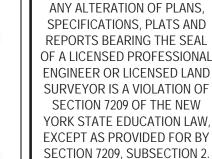
GENERAL CONSTRUCTION NOTES APPLY TO ALL WORK HEREIN:

- 1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CALL 811 "DIG SAFELY" (1-800-962-7962) TO HAVE UNDERGROUND UTILITIES LOCATED. EXPLORATORY EXCAVATIONS SHALL COMPLY WITH CODE 753 REQUIREMENTS. NO WORK SHALL COMMENCE UNTIL ALL THE OPERATORS HAVE NOTIFIED THE CONTRACTOR THAT THEIR UTILITIES HAVE BEEN LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND STRUCTURES AT OR ADJACENT TO THE SITE OF CONSTRUCTION, INSOFAR AS THEY MAY BE ENDANGERED BY HIS OPERATIONS. THIS SHALL HOLD TRUE WHETHER OR NOT THEY ARE SHOWN ON THE DRAWINGS. IF THEY ARE SHOWN ON THE DRAWINGS, THEIR LOCATIONS ARE NOT GUARANTEED EVEN THOUGH THE INFORMATION WAS OBTAINED FROM THE BEST AVAILABLE SOURCES, AND IN ANY SURFICE OF CONSTRUCTION TO THE STATE OF C
- 2. UNDER INDUSTRIAL CODE 753, CONTRACTOR SHALL NOTIFY ALL OPERATORS OF UTILITIES LOCATED IN THE AREA WHERE THE WORK IS TO BE PERFORMED PRIOR TO THE START OF THIS WORK SO THAT ALL THE VARIOUS UNDERGROUND UTILITY OPERATORS WILL BE ABLE TO LOCATE AND MARK THE LOCATIONS OF THEIR OWN UTILITIES. NO WORK SHALL COMMENCE UNTIL ALL THE OPERATORS HAVE NOTIFIED THE CONTRACTOR THAT THEIR UTILITIES HAVE BEEN LOCATED.
- 3. CONTRACTOR SHALL HAND DIG TEST PITS TO VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING UTILITIES DEPTHS AND ADVISE OF ANY CONFLICTS WITH PROPOSED UTILITIES. IF CONFLICTS ARE PRESENT. THE OWNER'S FIELD REPRESENTATIVE, JMC AND THE APPLICABLE MUNICIPALITY OR AGENCY SHALL BE NOTIFIED IN WRITING. THE EXISTING/PROPOSED UTILITIES RELOCATION SHALL BE DESIGNED BY JMC.
- 4. ALL CONSTRUCTION WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL SAFETY CODES. APPLICABLE SAFETY CODES MEAN THE LATEST EDITION INCLUDING ANY AND ALL AMENDMENTS, REVISIONS, AND ADDITIONS THERETO, TO THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S OCCUPATIONAL SAFETY AND HEALTH STANDARDS (OSHA); AND APPLICABLE SAFETY, HEALTH REGULATIONS AND BUILDING CODES FOR CONSTRUCTION IN THE STATE OF NEW YORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GUARDING AND PROTECTING ALL OPEN EXCAVATIONS IN ACCORDANCE WITH THE PROVISION OF SECTION 107-05 (SAFETY AND HEALTH REQUIREMENTS) OF THE NYSDOT STANDARD SPECIFICATIONS. IF THE CONTRACTOR PERFORMS ANY HAZARDOUS CONSTRUCTION PRACTICES, ALL OPERATIONS IN THE AFFECTED AREA SHALL BE DISCONTINUED AND IMMEDIATE ACTION SHALL BE TAKEN TO CORRECT THE SITUATION TO THE SATISFACTION OF THE APPROVAL AUTHORITY HAVING JURISDICTION.
- 5. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES AFFECTED BY THE SCOPE OF WORK SHOWN HEREON AT ALL TIMES TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE. RAMPING CONSTRUCTION TO PROVIDE ACCESS MAY BE CONSTRUCTED WITH SUBBASE MATERIAL EXCEPT THAT TEMPORARY ASPHALT CONCRETE SHALL BE PLACED AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE PEDESTRIAN ACCESS AT ALL TIMES.
- 6. PRIOR TO OBTAINING A BUILDING PERMIT TO ALLOW ITS CONSTRUCTION, DETAILED DESIGN CALCULATIONS MUST BE PROVIDED TO ILLUSTRATE COMPLIANCE WITH ANSI TIA/EIA '222-F AND ANSI TIA 222-G "STRUCTURAL STANDARDS FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS" AND THE NYS BUILDING CODE, FOR REVIEW AND ACCEPTANCE BY THE VILLAGE.

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ZONING MAP

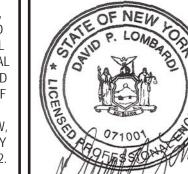
SCALE: 1" = 500'

ZONING LEGEND

COMMERCIAL

HILLSIDE RESIDENTIAL

MOUNTAIN RESIDENTIAL*



TAX PARCELS: 49.6-1-7 **REVISION** REVISED PER VILLAGE COMMENTS GENERAL REVISIONS

SITE NAME: NELSONVILLE

SITE NUMBER: NY170

12/19/2017 12/10/2019 PD 16237–ZD COVER 9_COVER DRAWING No: Previous Editions Obsolete

PROJECT CONTACTS:

SITE PLANNER & CIVIL ENGINEER



JMC PLANNING ENGINEERING LANDSCAPE ARCHITECTURE & LAND SURVEYING, PLLC 120 BEDFORD ROAD ARMONK. NY 10504 (914) 273-5225

APPLICANT:



HOMELAND TOWERS, LLC 9 HARMONY STREET, 2ND FLOOR DANBURY, CT 06810 (203) 297-6345

ORANGE COUNTY - POUGHKEEPSIE LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS ONE VERIZON WAY MAIL STOP 4AW100 BASKING RIDGE, NJ 07920

NEW CINGULAR WIRELESS PCS LLC 575 MOROSCO DRIVE, 13-F WEST TOWER ATLANTA, GA 30324

ATTORNEY:

SNYDER & SNYDER, LLP 94 WHITE PLAINS ROAD. TARRYTOWN, NY 10591 (914) 333-0700

SURVEYOR:

BADEY & WATSON SURVEYING & ENGINEERING, PC *3063 ROUTE 9* **COLD SPRING, NY 10516** (845) 265-9217

NEPA CONSULTANT:

CBRE TELECOM SERVICES, INC. 4 WEST RED OAK LANE WHITE PLAINS, NY 10604 (914) 694-9600

JMC DRAWINGS:

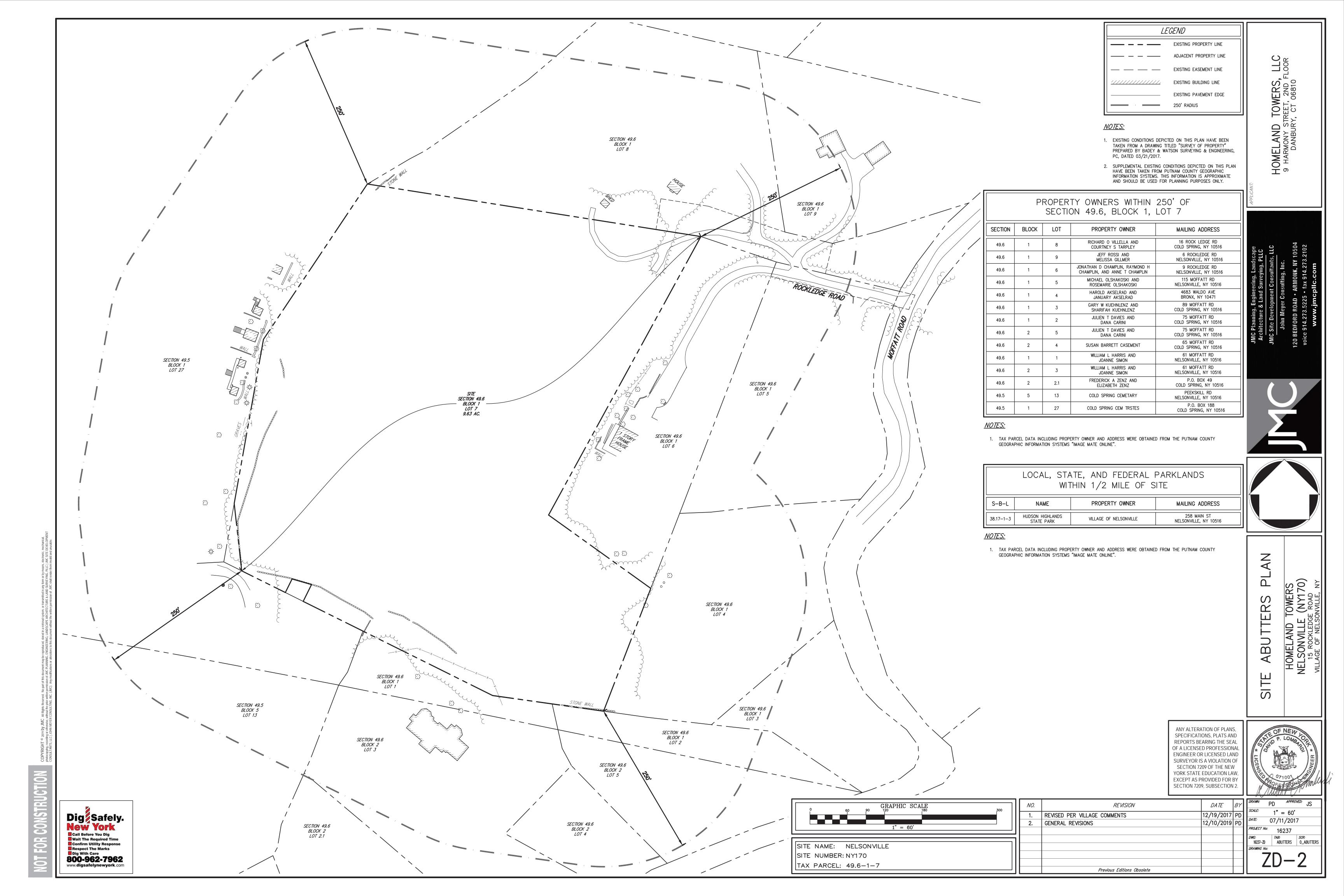
ZD-1	COVER SHEET
ZD-2	SITE ABUTTERS PLAN
ZD-3	OVERALL SITE PLAN
ZD-4	TREE REMOVAL PLAN
ZD-5	SITE LAYOUT AND LANDSCAPING PLAN
ZD-6	FIRE APPARATUS ACCESS PLAN
ZD-7	SITE GRADING, UTILITIES, & EROSION
	& SEDIMENT CONTROL PLAN
ZD-7A	ACCESS DRIVE PROFILE
ZD-8	CONSTRUCTION DETAILS
ZD-9	CONSTRUCTION DETAILS
ZD-10	CONSTRUCTION DETAILS
ZD-10A	CONSTRUCTION DETAILS
ZD-11	ROCKLEDGE ROAD / EASEMENT
	CONCEPTUAL IMPROVEMENT PLAN
ZD-12	ROCKLEDGE ROAD / EASEMENT
	FIRE APPARATUS ACCESS PLAN
ZD-13	SITE CROSS SECTIONS

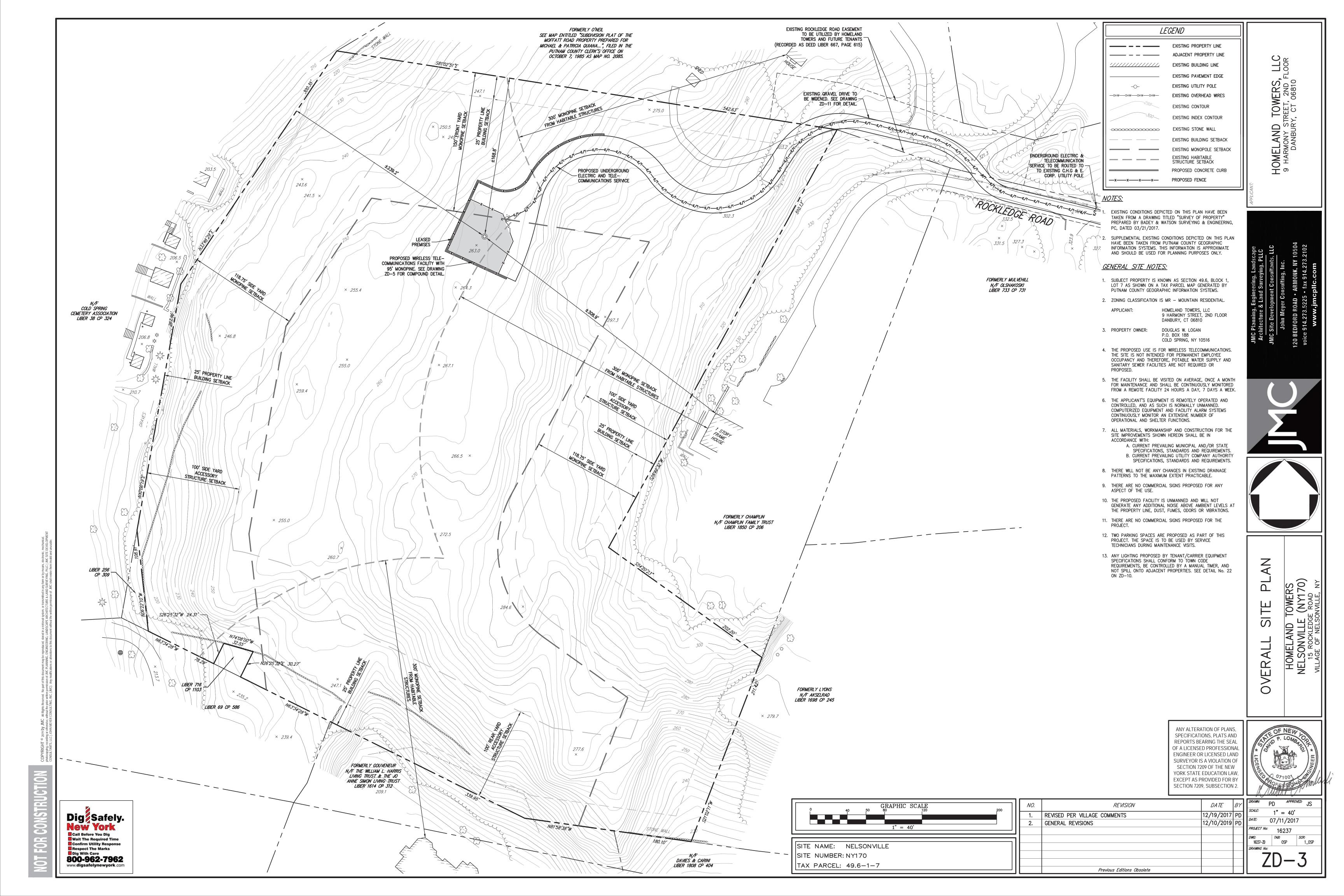
SITE CROSS SECTIONS

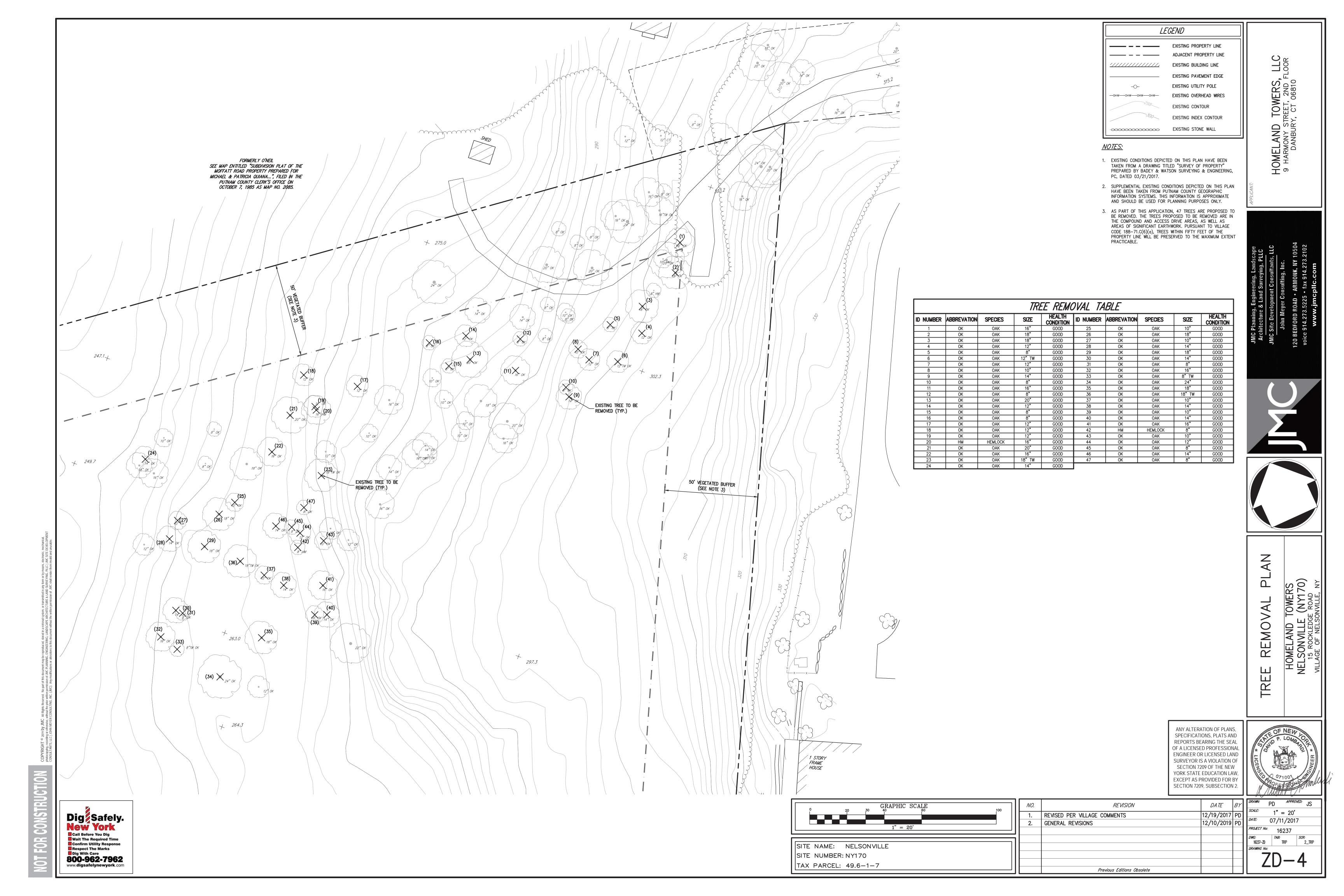
AS SHOWN

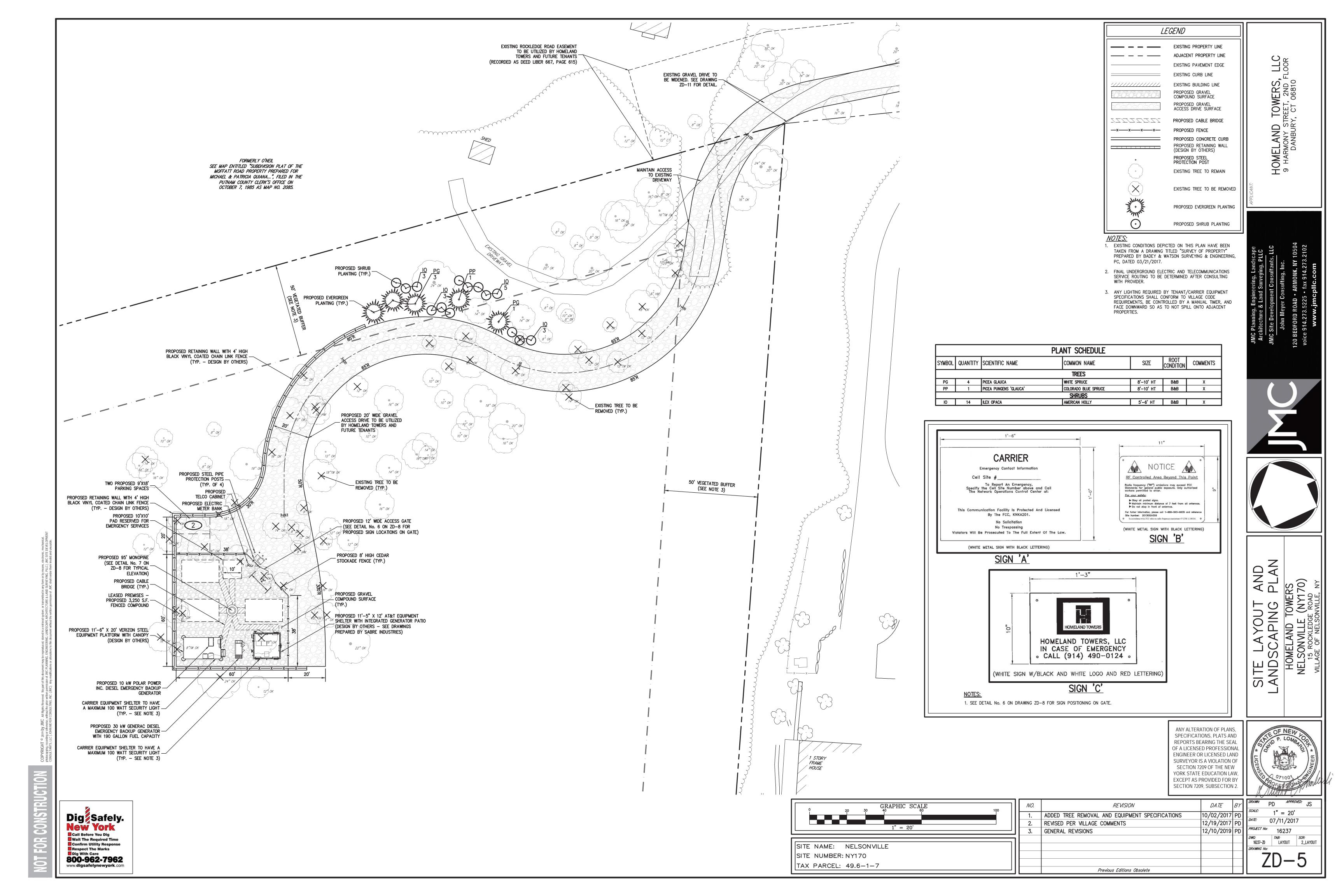
07/11/2017

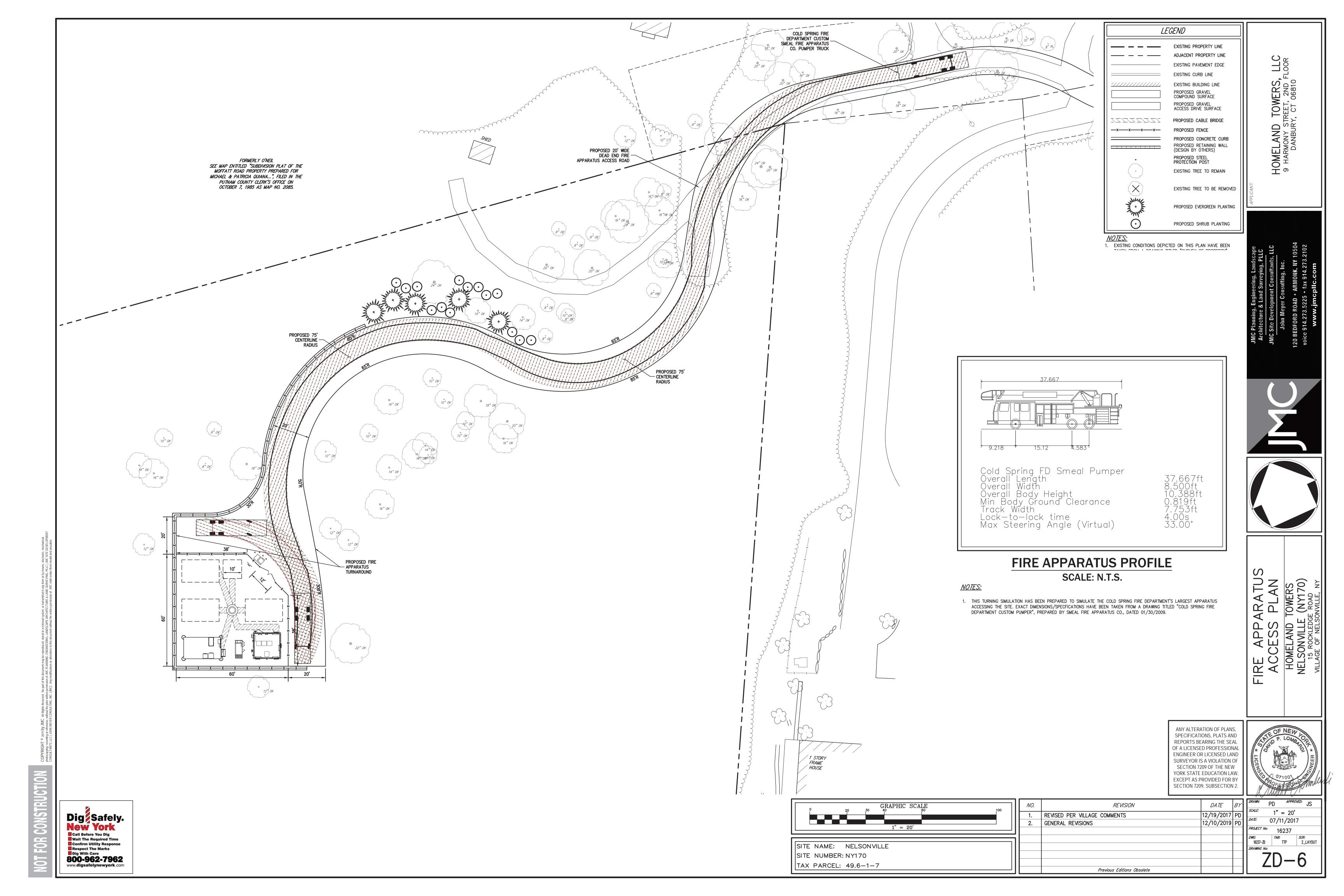
16237

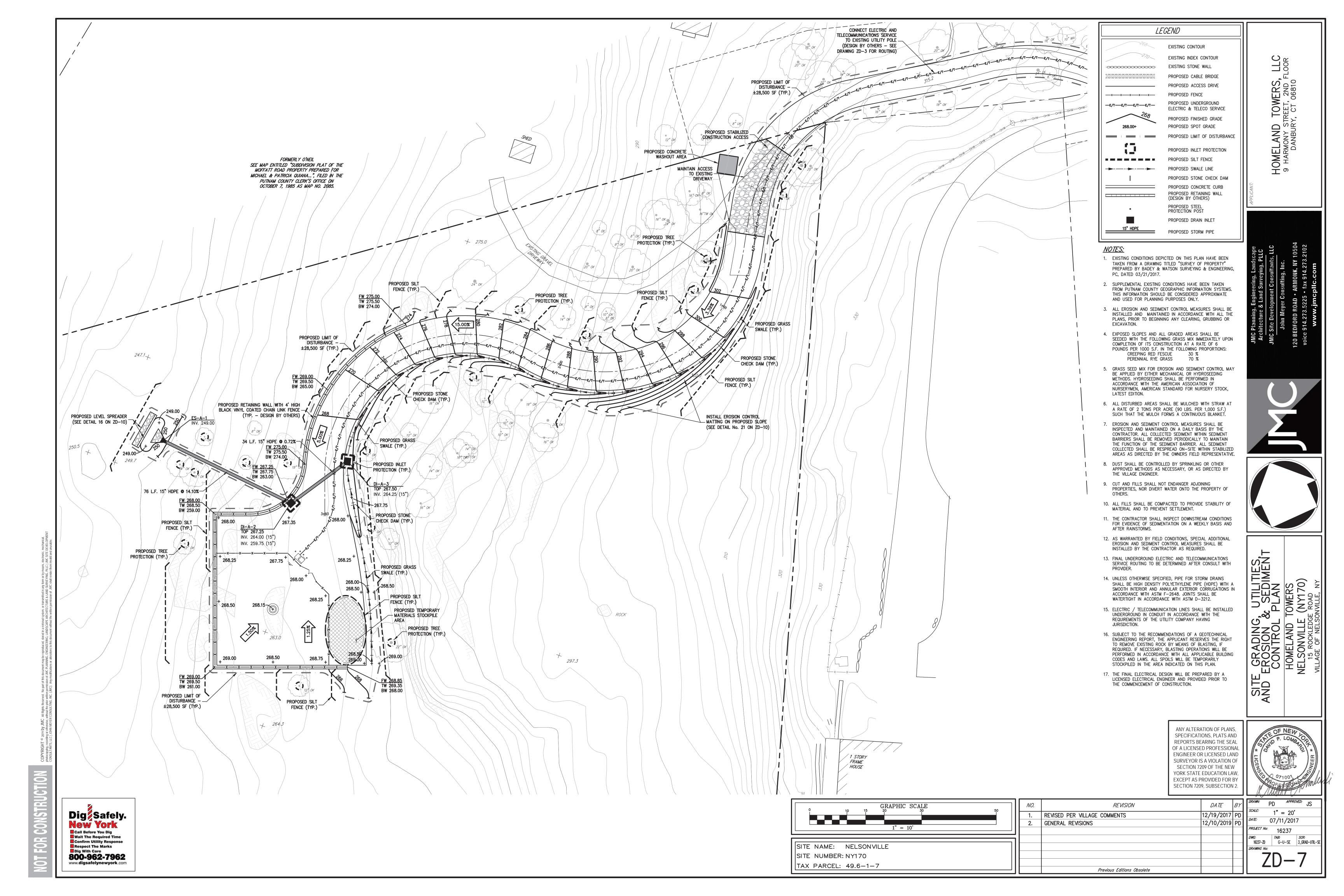


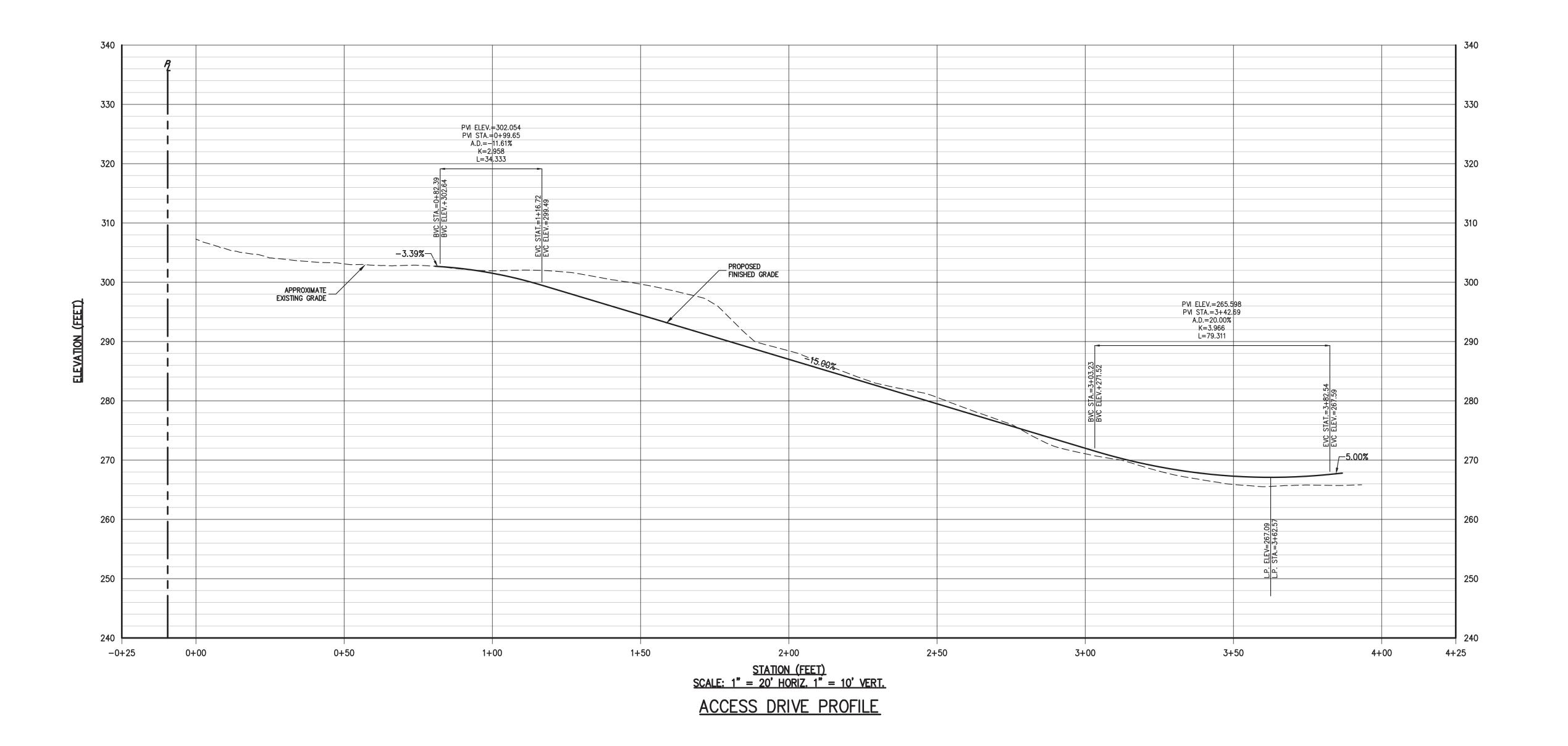








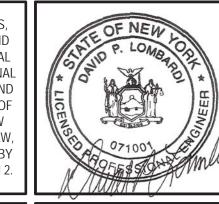




PROFILE DRIVE ACCESS

TOWERS: (NY170)
SE ROAD
SONVILLE: NY

ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATS AND REPORTS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PROVIDED FOR BY SECTION 7209, SUBSECTION 2.



AS SHOWN

07/11/2017

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DWG: TAB: SCR:
16237-ZD PROFILE 3_GRAD-UTIL-SE
DRAWING No:

