

**INCORPORATED VILLAGE OF MUTTONTOWN
MEETING OF THE BOARD OF TRUSTEES
REGULAR MONTHLY MEETING
December 9, 2020
Minutes**

Call to Order

The meeting of the Incorporated Village of Muttontown was called to order by Mayor Dr. James Liguori, at 7:00 p.m.

Present

Mayor Dr. James M. Liguori
Deputy Mayor Sudha Prasad
Trustee Toni Bardong
Trustee Chris Economou
Trustee Brian Fagen
Trustee Michael Schloss
Trustee Mohinder Singh

Pledge of Allegiance

The Pledge to the Flag of the United States of America was recited by the Board, Village personnel, residents and the general public.

Departmental Reports

Trustee Economou gave a report on the Muttontown Police Department for the month of November 2020.

Mayor Liguori asked Acting Clerk Joe Russo to give a treasurer's report for the month ending November 2020. Acting Clerk Russo discussed the bank reconciliation data from village statements ending October 31, 2020 through statement end date November 30, 2020.

New Business

Resolution 20-130 – A motion was made by Trustee Economou, seconded by Trustee Singh and carried unanimously to waive the reading of the prior meetings minutes.

Resolution 20-131 – A motion was made by Trustee Fagen, seconded by Trustee Economou and carried unanimously to approve the November 4, 2020 regular meetings minutes.

Resolution 20-132 – A motion was made by Trustee Economou and seconded by Trustee Fagen and carried unanimously to approve the warrants as presented.

Resolution 20-134 – A motion was made by Trustee Economou and seconded by Trustee Schloss and carried unanimously to approve the appointments of Mike Wolkff as Planning Board member with a term expiring July 2023 and Dr. Cui as alternate to the Planning Board for a 1 year term expiring July 2021.

Resolution 20-135 – A motion was made by Trustee Bardong and seconded by Trustee Singh and carried unanimously to approve = a refund request regarding a Muttontown Police Department tag sale permit invoice to Enrico Indelicato of 28 the Hollows East and warrant payment in the amount of \$1,404.00

Resolution 20-136 – A motion was made by Trustee Fagen and seconded by Deputy Mayor Prasad and carried unanimously to approve amendments to the agreement for Village Court Consultant dated September 22, 2020; to assist on court night at a rate of \$150, term to expire May 31, 2021 and increase of billable hours subject to Mayoral approval

Resolution 20-137 – A motion was made by Trustee Bardong and seconded by Trustee Economou and carried unanimously to approve of life insurance policy for Chief Irizarry and warrant payment of the annual premium in the amount of \$1,504.68

Resolution 20-138 – A motion was made by Trustee Schloss and seconded by Trustee Fagen and carried unanimously to 2021 Village Board Meeting Calendars for the Board of Trustees, SARB, Planning Board and Zoning Board as presented below:

	Board of Trustees 2nd Wednesday	Planning Board 2nd Tuesday	Zoning Board 3rd Thursday	SARB 4th Wednesday
January	1/13/2021	1/12/2021	1/21/2021	1/27/2021
February	2/10/2021	2/9/2021	2/18/2021	2/24/2021
March	3/10/2021	3/9/2021	3/18/2021	3/24/2021
April	4/14/2021	4/13/2021	4/15/2021	4/28/2021
May	5/12/2021	5/11/2021	5/20/2021	5/26/2021
June	6/9/2021	6/8/2021	6/17/2021	6/24/2021
July	7/14/2021	7/13/2021	7/15/2021	7/28/2021
August	8/11/2021	8/10/2021	8/19/2021	8/25/2021
September	9/8/2021	9/7/2021	9/16/2021	9/22/2021
October	10/13/2021	10/12/2021	10/21/2021	10/27/2021
November	11/10/2021	11/9/2021	No Meeting	11/17/2021
December	12/8/2021	12/7/2021	12/16/2021	12/22/2021

Resolution 20-139 – A motion was made by Deputy Mayor Prasad and seconded by Trustee Singh and carried unanimously to approve the 2021 Village Court Calendar as presented.

Resolution 20-140 – A motion was made by Trustee Schloss and seconded by Trustee Economou and carried unanimously to authorize Mayor Liguori to sign a professional services agreement between the Village of Muttontown and Walden Environmental Engineering PLLC.

Resolution 20-141 – A motion was made by Deputy Mayor Prasad and seconded by Trustee Bardong and carried unanimously to authorize the required Planning Board Hearing deposit for the planning board application for the property known as Section 16, Block B, Lots 1766A and 1750A located at 1890 and 1894 Muttontown Road be reduced to \$5,000 with replenishment of additional sums of \$5,000 should the account’s balance drop below \$2,500 at any time. This deposit does not include any filing fees.

Resolution 20-142 – A motion was made by Trustee Economou and seconded by Trustee Fagen and carried unanimously to authorize Mayor Liguori to sign the Land Lease Agreement between the Incorporated Village of Muttontown and New Cingular Wireless PCS, LLC

Public Hearing

At 7:10 p.m. Trustee Economou moved to open the public hearing on Local Law 5 of 2020 which was seconded by Trustee Singh and unanimously approved.

Village Counsel Stephanie Tanzi Barry gave an overview of the proposed law which would repeal Local Law 1 of 2020 overriding the tax levy limit established by General Municipal Law § 3-c.

Mayor Liguori asked for any comments from the Board or the public.

There being no further comments, Trustee Economou moved to close the public hearing at 7:11 p.m. which was seconded by Trustee Schloss and unanimously approved.

Mayor Liguori declared the proposed Local Law has been reviewed under SEQRA and a determination has been made that it is a Type 2 action and therefore no further action is required

Deputy Mayor Prasad moved to adopt the proposed local law which was seconded by Trustee Economou. Clerk-Treasurer Joe Russo polled the Board:

Trustee Singh	aye
Trustee Economou	aye
Trustee Bardong	aye
Trustee Schloss	aye
Trustee Fagen	aye
Mayor Liguori	aye

Mayor Liguori declared the law adopted as Local Law 5 of 2020.

At 7:12 p.m. Trustee Economou moved to open the public hearing on Local Law 6 of 2020 which was seconded by Trustee Schloss and unanimously approved.

Village Counsel Stephanie Tanzi Barry gave an overview of the proposed law which would repeal Chapter 130 procurement policy of the Village Code.

Mayor Liguori asked for any comments from the Board or the public.

There being no further comments, Trustee Singh moved to close the public hearing at 7:14 p.m. which was seconded by Trustee Bardong and unanimously approved.

Mayor Liguori declared the proposed Local Law has been reviewed under SEQRA and a determination has been made that it is a Type 2 action and therefore no further action is required.

Trustee Economou moved to adopt the proposed local law which was seconded by Deputy Mayor Prasad. Clerk-Treasurer Joe Russo polled the Board:

Trustee Singh	aye
Trustee Economou	aye
Trustee Bardong	aye
Trustee Schloss	aye
Trustee Fagen	aye
Mayor Liguori	aye

Mayor Liguori declared the law adopted as Local Law 6 of 2020.

At 7:15 p.m.

Resolution 20-133 – A motion was made by Deputy Mayor Prasad and seconded by Trustee Bardong and carried unanimously to approve the Muttontown Procurement Policy dated November 25, 2020.

Public Input

There was no one wishing to comment.

Motion to Adjourn

There being no further business, at 7:15 p.m. a motion as made by Trustee Economou, seconded by Deputy Mayor Prasad and carried unanimously to adjourn the public meeting.

Submitted By: _____ **Joe Russo** _____

Minutes Approved on: _____ **1/13/2021** _____

Resolution No: _____ **21-2** _____

Village of Muttontown
Warrants

December 9, 2020

Resolution 20-132	Dec 2020	PO #	# of Lines
ACCUDATA PAYROLL #136 & 137	\$ 247,249.85	GL	
Atlantic Blueprint	\$ 271.00	21-00264	17
Beyer Ford	\$ 37,279.00	21-00059	1
Blue 360	\$ 66.75	21-00284	1
Cheyenne Rozenzweig	\$ 100.00	21-00279	1
Chris Gomoka	\$ 300.00	21-00278	1
Daniel Finley Allen & Co.	\$ 625.00	21-00265	2
Ferrari Auto	\$ 2,351.35	21-00266	5
Flexible Systems	\$ 2,676.60	21-00272	3
Galls	\$ 490.00	21-00295	1
General Code	\$ 1,195.00	21-00268	1
Global Commercial Cleaning	\$ 638.00	21-00285	1
H2M Architects & Engineers	\$ 6,547.62	21-00271	1
Hansy Benoit	\$ 150.00	21-00280	1
Harris Beach, PLLC	\$ 7,500.00	21-00291	2
Home Depot	\$ 278.77	21-00292	1
HSBC Commercial Credit Card 1900	\$ 403.00	21-00263	3
HSBC Commercial Credit Card 8780	\$ 29.98	21-00262	1
Midas Development	\$ 2,800.00	21-00269	1
Newsday	\$ 956.00	21-00274	3
North Shore Fire Equipment	\$ 120.70	21-00275	1
NYS Local Retirement System	\$ 2,500.96	21-00287	2
NYS DEFERRED COMPENSATION PLAN #136 & #137	\$ 3,020.00	21-00288	4
NYS EMPLOYEE'S HEALTH INS. PENDING ACCT.	\$ 26,369.64	21-00290	4
Office of State Comptroller	\$ 4,403.00	21-00294	1
Optimum 4016	\$ 15.00	21-00296	1
Optimum 2019	\$ 392.85	21-00267	1
Perillo Brothers	\$ 394.51	21-00283	1
Pitney Bowes	\$ 504.72	21-00302	1
Pitney Bowes	\$ 125.98	21-00303	1
PSEGLI 01-2	\$ 549.88	21-00299	1
PSEGLI 02-0	\$ 15.53	21-00300	1
Ready Refresh	\$ 149.34	21-00282	1
Robert McLaughlin	\$ 300.00	21-00277	1
Ronald Koenig	\$ 315.00	21-00276	2
The Little Reporting Company	\$ 829.00	21-00286	1
TGI	\$ 869.04	21-00273	4
UNUM	\$ 1,057.19	21-00297	4
VERIZON-PD 0141	\$ 245.82	21-00289	1
VERIZON-VC 0162	\$ 47.60	21-00301	1
Verizon Wireless - Modems 1351	\$ 418.45	21-00261	1
WB Mason	\$ 671.43	21-00298	9
William Jaye	\$ 300.00	21-00281	1
William Penn	\$ 877.50	21-00270	2
WRIGHT EXPRESS FLEET SERVICES	\$ 1,898.33	21-00293	3
TOTAL	\$ 358,299.39		

Muttontown Procurement Policy

§ 1 Evaluation of purchase.

A. Every purchase to be made must be initially reviewed to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The following items are not subject to competitive bidding pursuant to § 103 of the General Municipal Law:

- (1) Purchase contracts under \$20,000 and public works contracts under \$35,000;
- (2) Emergency purchases;
- (3) Goods purchased from agencies for the blind or severely handicapped;
- (4) Goods purchased from correctional institutions;
- (5) Purchases under state and county contracts; and
- (6) Surplus and secondhand purchases from another governmental entity.

B. The decision that a purchase is not subject to competitive bidding will be documented, in writing, by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the individual detailing the circumstances which led to an emergency purchase or any other written documentation that is appropriate.

§ 2 Solicitation of proposals and quotations.

All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances:

- A. Purchase contracts over \$19,999 and public works contracts over \$34,999;
- B. Goods purchased from agencies for the blind or severely handicapped pursuant to § 175-b of the State Finance Law;
- C. Goods purchased from correctional institutions pursuant to § 186 of the Correction Law;
- D. Purchases under state contracts pursuant to § 104 of the General Municipal Law;
- E. Purchases under county contracts pursuant to Subdivision 3 of § 103 of the General Municipal Law; or

F. Purchases pursuant to § 6A of this policy.

§ 3 Estimated purchases requiring quotes or proposals.

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Amount of Purchase Contract	Method
\$1,000 to \$2,999	2 verbal quotations
\$3,000 to \$19,999	3 written/fax quotations or written requests for proposals
Estimated Amount of Public Works Contract	Method
\$1,000 to \$2,999	2 verbal quotations
\$3,000 to \$9,999	2 written/fax quotations
\$10,000 to \$34,999	3 written/fax quotations or written requests for proposals

§ 4 Good faith effort.

A good faith effort shall be made to obtain the required number of proposals or quotations. If the individual is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

§ 5 Documentation.

- A. Documentation is required of each action taken in connection with each procurement.
- B. Documentation and an explanation are required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings or how the offeror was not responsible. A determination that the offeror is not responsible shall be made by the individual and may not be challenged under any circumstances.

§ 6 Exceptions.

- A. Pursuant to General Municipal Law § 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurement for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the Village of Muttontown to solicit quotations or document the basis for not accepting the lowest bid:
 - (1) Professional services or services requiring special or technical skill, training or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures. In determining whether a service fits into this category, the Board of Trustees shall take into consideration the following guidelines:
 - (a) Whether the services are subject to state licensing or testing requirements;
 - (b) Whether substantial formal education or training is a necessary prerequisite to the performance of the services; and

- (c) Whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs or services involved in substantial modification and customizing of prepackaged software.
- (2) Emergency purchases pursuant to Subdivision 4 of § 103 of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately, and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.
- (3) Purchases of surplus and secondhand goods from any source. If alternate proposals are required, the Village is precluded from purchasing surplus and secondhand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods, and a lower price may indicate an older product.
- (4) Goods or services under \$250. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on favoritism.

B. Professional and/or confidential positions to be filled by appointment of the Mayor.

- (1) The following positions shall be and hereby are deemed professional and/or confidential positions to be filled by appointment of the Mayor, on an annual basis, without any bidding or other competitive process; and that such positions are hereby designated and/or deemed to be exceptions under the procurement policy of the Village of Muttontown, to wit: Auditor-Accountant; insurance broker and/or insurance consultant; computer consultant; Village Engineer; Village Attorney; Deputy Village Attorney; Acting Village Justice, Assessor and/or any Special Counsel retained for any particular or special matters; Appraiser; Inspectors for various trades and/or issuance of licenses, including but not limited to Electrical and Plumbing.
- (2) The foregoing professional and/or designations may be amended, from time to time, to add to and/or delete any such positions as may be deemed appropriate, upon the further resolution of the Board of Trustees.

§ 7 Effective date and annual review.

This policy shall go into effect immediately upon approval of the Board of Trustees.

Resolution 20-138

ALL MEETINGS START AT 7:00PM UNLESS OTHERWISE NOTED

	Board of Trustees 2nd Wednesday	Planning Board 2nd Tuesday	Zoning Board 3rd Thursday	SARB 4th Wednesday
January	1/13/2021	1/12/2021	1/21/2021	1/27/2021
February	2/10/2021	2/9/2021	2/18/2021	2/24/2021
March	3/10/2021	3/9/2021	3/18/2021	3/24/2021
April	4/14/2021	4/13/2021	4/15/2021	4/28/2021
May	5/12/2021	5/11/2021	5/20/2021	5/26/2021
June	6/9/2021	6/8/2021	6/17/2021	6/24/2021 (Thursday)
July	7/14/2021	7/13/2021	7/15/2021	7/28/2021
August	8/11/2021	8/10/2021	8/19/2021	8/25/2021
September	9/8/2021	9/7/2021 (1st Tuesday)	9/16/2021	9/22/2021
October	10/13/2021	10/12/2021	10/21/2021	10/27/2021
November	11/10/2021	11/9/2021	No Meeting	11/17/2021 (3rd Wednesday)
December	12/8/2021	12/7/2021 (1st Tuesday)	12/16/2021	12/22/2021

**2021 MUTTONTOWN COURT CALENDAR
COURT CONVENES 2ND and 4TH THURSDAY
OF EACH MONTH BARRING ANY HOLIDAYS**

JANUARY 14 - 2021	ARR./ CONFERENCES	7:00PM
JANUARY 28 - 2021	TRIALS	7:00PM
FEBRUARY 11 - 2021	ARR./ CONFERENCES	7:00PM
FEBRUARY 25 - 2021	TRIALS	7:00PM
MARCH 11 - 2021	ARR./ CONFERENCES	7:00PM
MARCH 25 - 2021	TRIALS	7:00PM
APRIL 8 - 2021	ARR./ CONFERENCES	7:00PM
APRIL 22 - 2021	TRIALS	7:00PM
MAY 13 - 2021	ARR./ CONFERENCES	7:00PM
MAY 27 - 2021	TRIALS	7:00PM
JUNE 10 - 2021	ARR./ CONFERENCES	7:00PM
JUNE 24 - 2021	TRIALS	7:00PM
JULY 8 - 2021	ARR./ CONFERENCES	7:00PM
JULY 22 - 2021	TRIALS	7:00PM
AUGUST 12 - 2021	ARR./ CONFERENCES	7:00PM
AUGUST 26 - 2021	TRIALS	7:00PM
SEPTEMBER 9 - 2021	ARR./ CONFERENCES	7:00PM
SEPTEMBER 23 - 2021	TRIALS	7:00PM
OCTOBER 14 - 2021	ARR./ CONFERENCES	7:00PM
OCTOBER 28 - 2021	TRIALS	7:00PM
NOVEMBER 11 - 2021	NO COURT	7:00PM
NOVEMBER 18 - 2021	ARR./ CONFERENCES	7:00PM
NOVEMBER 25 - 2021	NO COURT	7:00PM
DECEMBER 9 - 2021	ARR./ CONFERENCES	7:00PM
DECEMBER 23 - 2021	TRIALS	7:00PM

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 12/9/20 ("Effective Date") between the Village of Muttontown (the "Owner") and Walden Environmental Engineering, PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

- Professional Engineering Services
- Inspection Services
- Surveying services
- Plan review services

General Considerations

- A. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing the same professional services in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care, the orderly progress of the Project and any applicable project schedule. Notwithstanding anything to the contrary contained in this Agreement, in all cases where the Engineer is entitled to rely on certifications or information provided by the Owner or any other person (including other professionals), the Engineer shall not be entitled to rely thereon to the extent that such certifications or information contain any errors or omissions discovered by the Engineer or which reasonably should have been discovered by the Engineer had the Engineer conformed to the Standard of Care.
- B. Except for the Engineer's obligation to inspect the construction work and confirm that the work is done in accordance with the applicable project, Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, not for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the laws of the state of New York

Termination

- D. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) Upon seven (7) days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- E. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- F. In the event of termination for convenience under Paragraph 3.01(A)(2), Engineer will be entitled to invoice Owner and to receive payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

Successors, Assigns, and Beneficiaries

- G. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- H. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this
- I. Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically states to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- J. Unless expressly provided otherwise, nothing in the Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

Payment Procedures

- K. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. If Owner requests additional documentation or information in order to review and process Engineer's invoice, then Engineer shall promptly provide such requested documentation or information. Invoices are due and payable within 30 days of receipt by owner.

Insurance

The Engineer shall maintain the following insurance for the duration of this Agreement:

- L. Comprehensive General Liability Insurance (broad form, including contractual liability) with policy limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
- M. Automobile Liability covering owned, non-owned and rented vehicles operated by the Engineer with policy limits if not less than \$1,000,000 combined single limit for bodily injury and property damage.
- N. Workers' Compensation at statutory limits and Employers Liability with a policy of not less than \$500,000.
- O. Professional Liability covering the Engineer's negligent acts, errors or omissions in its performance of professional services, written on an occurrence bases and with policy limits of not less than \$2,000,000 per claim in the aggregate
- P. Umbrella or excess liability of not less than \$2,000,000.
- Q. The Engineer shall provide to the Owner certificate(s) of insurance evidencing compliance with the foregoing insurance requirements. The certificate(s) will show the Owner as an additional insured on the Comprehensive General Liability, Automobile and Umbrella/Excess policies and will indicate that the insurance policies may not be cancelled, terminated, or materially modified unless Owner has received at least 30 days of prior written notice. Engineer's failure to maintain insurance in accordance with this section shall be a material breach of this Agreement.

- R. The Owner and the Engineer agree and acknowledge that the Owner does not represent that the foregoing insurance limits are or will be adequate to protect the Engineer or the Owner in the event of a claim, and such coverage and limits shall not be deemed as a limitation on the Engineer's liability under this Agreement, including the indemnity provided to the Owner under this Agreement.
- S. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by the Engineer.
- T. Upon execution of this Agreement, the Engineer grants to the Owner a nonexclusive license to use any design work prepared by the Engineer in connection with the Project for the purpose of constructing, using, maintaining, altering or adding to the Project. The Engineer shall obtain similar nonexclusive licenses from the Engineer's subcontractors and consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize any contractors as well as the Owner's other consultants to reproduce applicable portions of the design work solely and exclusively for use in performing services or construction for the Project.
- U. To the fullest extent permitted by law, the Engineer shall indemnify, defend and hold the Owner and the Owner's officers, directors, members, partners, agents and employees (collectively the "Indemnitees") harmless from and against all damages, losses, expenses, attorney's fees and judgements, including, but not limited to, bodily injury to persons, death or damage to property, which the Indemnitees incur, suffer or are required to pay by reason of the actions, negligent acts, errors or omissions of the Engineer or its officers, directors, members, employees, consultants, or subcontractors. This section shall survive termination of this Agreement.

Total Agreement

- V. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Additional Services: If the Engineer believes that it is required to perform or is being asked by Owner to perform additional services, the Engineer shall provide written notification to the Owner that the Engineer is required to perform Additional Services ("Additional Services Notice"). The Additional Services Notice shall specify the Additional Services that the Engineer believes it is required to perform with the Engineer's proposed fees and costs to perform the Additional Services. Prior to the Engineer performing any Additional Services, the Owner and the Engineer shall mutually agree, in a writing signed by both parties, as to the scope, fees and costs for any Additional Services to be performed by the Engineer. The Engineer shall not

provide any Additional Services without prior written authorization from the Owner. The Engineer waives any claim for additional compensation for any Additional Services it performs without prior written authorization from the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the

Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: [Signature]

By: [Signature]

Title: Mayor

Title: Principal

Date Signed: 12/11/20

Date Signed: 12/30/2020

Engineer License or Firm's Certificate Number:

068022-01

Address for giving notices:

State of: New York

Address for giving notices:

16 Spring Street
OTSTER BAY, NY 11771
Walden Environmental Engineers, PLLC



LiRo Engineers, Inc.

A Lillo Group Company

235 East Jericho Tpk., Mineola, NY 11501 Telephone: 516 746 2350 Fax: 516 747 1390 www.lro.com

VILLAGE OF MUTTONTOWN – 2018 BILLING RATE SCHEDULE

Grade	Title	Hourly Rate
	Associate Vice President (Village Engineer)	240.00
ASCE I	Engineer / Architect I	106.00
ASCE II	Engineer /Architect II	132.00
ASCE III	Engineer III	152.00
ASCE IV	Engineer IV	172.00
ASCE V	Engineer V	200.00
	Engineering Technician Entry	90.00
	Engineering Technician Junior	120.00
	Engineering Technician Senior	140.00
	Landscape Architect	140.00
NICET II/I	Inspector	104.00
NICET III	Inspector	120.00
NICET IV	Inspector	135.00
	Surveyor, Field (Design)	120.00
	Surveyor, Field (Construction Layout)	140.00
	Land Surveyor, Office	150.00
	Surveyor, Office Technician	120.00
	Senior Cadd Manager	140.00
	Cadd Operator	105.00
	Technical Administrator	100.00
	GIS Analyst / Technician	90.00

Market: NY/NJ
Cell Site Number: 520
Cell Site Name: East Norwich
Fixed Asset Number: 10107375

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Incorporated Village of Muttontown, a New York municipal corporation, having a mailing address of One 'Raz' Tafuro Way, Muttontown, NY 11791 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at One 'Raz' Tafuro Way, Muttontown, NY 11791, in the County of Nassau, State of New York (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately Two Thousand Five Hundred (2,500) square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**") for the placement of Tenant's Communication Facility in accordance with the terms of this Agreement.
- 2. PERMITTED USE.** (a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the "**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to install a generator and the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense, , in accordance with Section 23(d) and subject to subsection 2(b) of this Agreement. Tenant has the right to modify, supplement, replace, upgrade, the equipment, increase the number of antennas within the Premises at any time during the Term of this Agreement in accordance with Section 23(d). Tenant will be allowed to make alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord may lease to Tenant

the Additional Premises, and if so, the lease of the Additional Premises would be subject to a separate rental agreement.

(b) Prior to the initial installation of the Communication Facility, Tenant will supply Landlord with plans and specifications ("**Plans**") to be reviewed and approved by Landlord prior to commencement of construction. Landlord's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond ten (10) business days). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within ten (10) business days of their receipt; or (ii) failure to provide a written response within ten (10) business days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this Section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as **Exhibit 1**. If Landlord disapproves the Plans then Tenant will provide Landlord with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either i) make further revisions to the Plans and submit them to Landlord for review or ii) terminate this Agreement without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval when no changes to the exterior appearance of Tenant's Communication Facility are made.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "**Annual Term**") until terminated by either party by giving to the other party written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Two and One Half percent (2.5%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) **REVENUE SHARE.** In the event Tenant sublets or licenses space on the Communication Facility to a third party collocator ("**Collocator**"), Tenant shall remit sixty percent (60%) of the rent or license fees collected by Tenant from such Collocator (the "**Collocator Rent**") to Landlord (the "**Landlord's Revenue Share**"). The Collocator Rent shall be negotiated by and between Tenant and Collocator, on terms acceptable to Tenant, in Tenant's sole discretion. In calculating the amount of Landlord's Revenue Share, Collocator Rent shall not include (i) any payment received by Tenant under the applicable sublease or license for reimbursement of operating expenses or construction costs relating to the Communication Facility paid by Tenant or (ii) any other payment other than regular recurring rent or license fees. Landlord acknowledges and agrees that Landlord's Revenue Share may or may not be passed through as a cost to Collocator and in the event that Landlord's Revenue Share is passed through as a cost to Collocator, the same shall not be subject to further revenue sharing or mark up payable to Landlord. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord's Revenue Share for each Collocator. Tenant's obligation to pay Landlord's Revenue Share to Landlord shall expire or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and the Landlord's Revenue Share shall be prorated for partial periods.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole but reasonable discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to nine (9) months' Rent, at the then-current rate, provided, however,

that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere with the Communication Facility. In the event said interference exist, Landlord upon its own confirmation of same, will begin to take all actions reasonably necessary to cause such interference to cease, within seventy-two (72) hours of receipt of notice.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Tenant, its employees or agents, or Tenant's

breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iii) and (v) if the Property is or becomes encumbered by a mortgage or other lien, Landlord will use reasonable efforts to provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest, to the extent available.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants to the best of its ability and knowledge, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, and (ii) Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord shall also hold harmless and indemnify Tenant from all Claims arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or

restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an access point for such Access (reasonably acceptable to Tenant) and Landlord agrees to provide to Tenant other instruments necessary for such access. Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12.**

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises (the "Removal Period") shall be deemed abandoned and owned by Landlord. If Tenant has to remove any trees, shrubs or vegetation ("Vegetation") during the Term or directly damages Vegetation during the Removal Period, Tenant will be responsible for the reasonable replacement or repair of such removed or damaged Vegetation. However, the parties acknowledge that Tenant will not be liable for the like-kind replacement of such Vegetation and shall not be responsible for installing fully matured Vegetation.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted and shall comply with all governmental rules, regulations, laws, codes and policies concerning the maintenance and upkeep of the Premises. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good condition, subject to reasonable wear and tear and damage from the elements. Tenant shall not be responsible for the maintenance of landscaping on the Property.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord

acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant access to the Property, from an open public road or from an access road to the Premises, and upon the Premises, for the purpose of providing services to the structures, pursuant to subsection 14(b) of this Agreement, including the right to construct, operate and maintain such lines, wires, conduits and circuits, and such appurtenances thereto as the utility company may require.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights and remedies available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, with Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed. Tenant may not otherwise assign this Agreement without Landlord's written consent, Landlord's consent may not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: 520; Cell Site Name: East Norwich (NY)
 Fixed Asset No.: 10107375
 1025 Lenox Park Blvd. NE, 3rd Floor
 Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: 520; Cell Site Name: East Norwich (NY)
Fixed Asset No.: 10107375
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Incorporated Village of Muttontown
One 'Raz' Tafuro Way
Muttontown, NY 11791

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CASUALTY.** If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such termination notice. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro-rata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent.

19. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent. Notwithstanding the foregoing, this provision shall not apply to monies, entitlements or rights owed by Tenant to Landlord pursuant to the terms of this Agreement.

20. **TAXES.**

(a) Tenant shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each

such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Tenant shall not be responsible for such taxes included in the assessment.

(c) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site # 520; Cell Site Name: East Norwich (NY)
Fixed Asset No: 10107375
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319.

21. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property or Surrounding Property, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and shall not be a default under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section 21 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

22. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

23. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Further Acts.** Upon request, each party will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as the other party may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement;

(viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

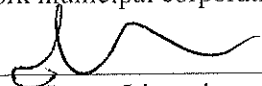
(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

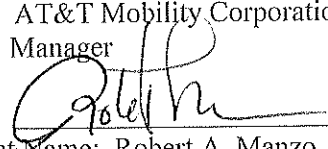
"LANDLORD"

The Incorporated Village of Muttontown,
a New York municipal corporation

By: 
Print Name: James Liguori
Its: Mayor
Date: 12/18/2020

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager
By: 
Print Name: Robert A. Manzo
Its: Director - Construction and Engineering
Date: 12/21/2020

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT



State of New York)
) ss.:
County of Nassau)

On the 22nd day of December in the year 2020 before me, the undersigned, personally appeared Robert A. Manzo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

Printed Name: Victoria Brennan

My Commission Expires: 4/15/22

LANDLORD ACKNOWLEDGMENT

State of New York)
) ss.:
County of Nassau)

On the 15 day of December in the year 2020 before me, the undersigned, personally appeared James Liguori, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

Printed Name: Kaitlin Dugan

My Commission Expires: 5/21/24

KAITLIN PATRICIA DUGAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DU6262263
Qualified in Nassau County
Commission Expires May 21, 2024

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

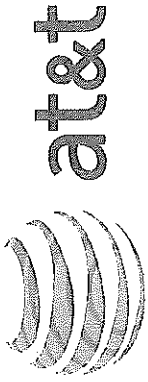
to the Land Lease Agreement dated _____, 2020, by and between The Incorporated Village of Muttontown, a New York municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

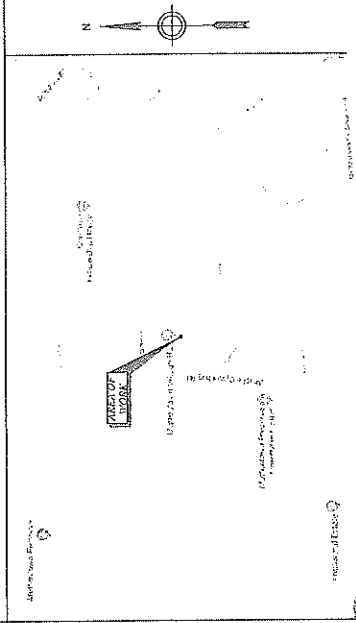
Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



SITE NAME: MUTTONTOWN VILLAGE HALL
SITE ID: NYCENY2520 FA#: 10107375
PACE ID: MRNYC001613 PTN #: 2191007345
PROJECT: NEW SITE BUILD

VICINITY MAP



PROJECT DESCRIPTION

INSTALLATION OF NEW TELECOMMUNICATIONS FACILITY, CONSISTING OF (12) NEW ANTENNAS AND (15) NEW RRH UNITS MOUNTED TO THE NEW MONOPRIE, AND THE INSTALLATION OF A NEW DIESEL GENERATOR AND WALK IN CABINET (WIC) AT GRADE.

PROJECT INFORMATION

SITE ADDRESS: ONE BAZ TAFURO WAY, SYOSSET, NY 11791
PROPERTY OWNER: MUTTONTOWN VILLAGE BUILDING DEPARTMENT, SYOSSET, NY 11791
APPLICANT: NEW CIRCULAR WIRELESS PCS, LLC, BEDMINSTER, NJ 07921
LATITUDE: 40° 48' 55.04" N
LONGITUDE: 73° 31' 33.84" W
ELEVATION: (NAD 83) 227.2 ± ANSL
JURISDICTION: OYSTER BAY MUNICIPAL
TAX ID: SECTION: 25, BLOCK: 45, LOT: 102
PROPOSED USE: MUNICIPAL BUILDING/TELECOMMUNICATIONS FACILITY

DRAWING INDEX

T-1	TITLE SHEET
A-1	SITE DETAIL PLAN
A-2	ELEVATION
A-3	EQUIPMENT COMPOUND PLAN & DETAILS
A-4	EQUIPMENT LAYOUT PLAN
A-5	EQUIPMENT SPECIFICATIONS & DETAILS
A-6	WIC DESIGN LAYOUT
A-7	GENERATOR SPECIFICATIONS & NOTES
A-8	GENERATOR DIESEL TANK DETAILS
A-9	GENERATOR STUB-UP DETAILS
A-10	AUTOMATIC TRANSFER SWITCH SPEC
A-11	CONCRETE SLAB DETAILS
A-12	NOTES
A-13	DETAILS
E-1	UTILITY PLAN
E-2	DETAILS & NOTES
EG-1	GROUNDING PLAN & DETAILS
EG-2	GROUNDING DETAILS
RF-1	RFDS

PROJECT CONTACTS

NAME	EMPLOYER	NUMBER
VICTORIA BRENNAN	525 TECTONIC	(516) 587-2596
NATHAN PARRETE	PROJECT	(516) 587-2596
PHIL LICHTENBERGER		(212) 769-5811

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

at&t
 ONE AT&T WAY
 BEDMINSTER, NJ 07921

Tectonic
 ELECTRICAL, MECHANICAL, PLUMBING & HVAC CONTRACTORS
 1200 ROUTE 200
 BEDMINSTER, NJ 07921
 Phone: (201) 397-4455

Big Safety New York
 800-562-7962
 www.digsafetynewyork.com
 Call Before You Dig
 Know What's Below
 Avoid Utility Poles
 Respect The Signs
 Dig With Care

DTA
 DESIGN TEAM ASSOCIATES
 1000 ROUTE 200
 BEDMINSTER, NJ 07921
 Phone: (201) 397-4455

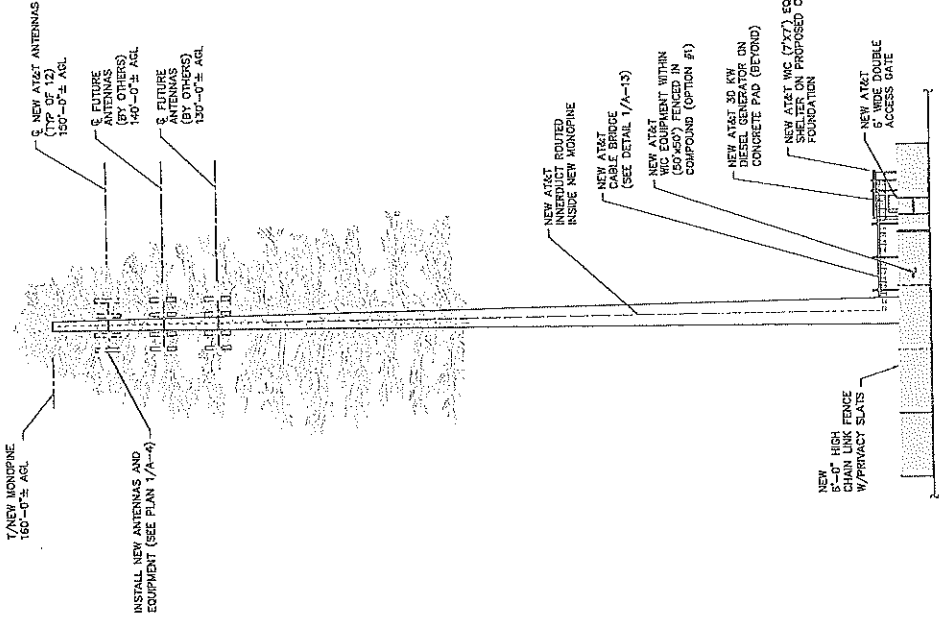
TITLE SHEET

MUTTONTOWN VILLAGE
 SITE NO. NYCENY2520
 FA LOCATION FIG. 0107375
 SYOSSET, NY 11791

DATE: 12/17/20
 BY: JG
 CHECKED BY: JG
 SCALE: T-1
 SHEET NO.: 1 OF 1

REV	DATE	DESCRIPTION	BY	CHKD
A	10/21/20	ISSUE FOR CONSTRUCTION	JG	JG
B	11/23/20	ISSUE FOR CONSTRUCTION	JG	JG

Handwritten signature



GENERAL NOTE:
 THE PROPOSED INSTALLATION IS TO BE
 ANALYZED BY A PROFESSIONAL ENGINEERING
 LICENSED IN THE STATE OF NEW YORK.

ELEVATION	
Site No.	9066-11-550
Project No.	A-2
Sheet No.	B

Tectonic
 Tectonic Engineering Corporation & Land Development, Inc.
 P.O. Box 25 Hill Road
 1259 Schoharie Valley Road
 Schoharie, NY 13850
 Phone: (607) 587-6626

Rev.	Date	By	Check	Project	Sheet	Scale	Drawn	Checked	Date
A	08/22/09	NP	NP	NP	NP	1/4" = 1'-0"	NP	NP	11/17/09
B	11/14/09	NP	NP	NP	NP	1/4" = 1'-0"	NP	NP	11/17/09

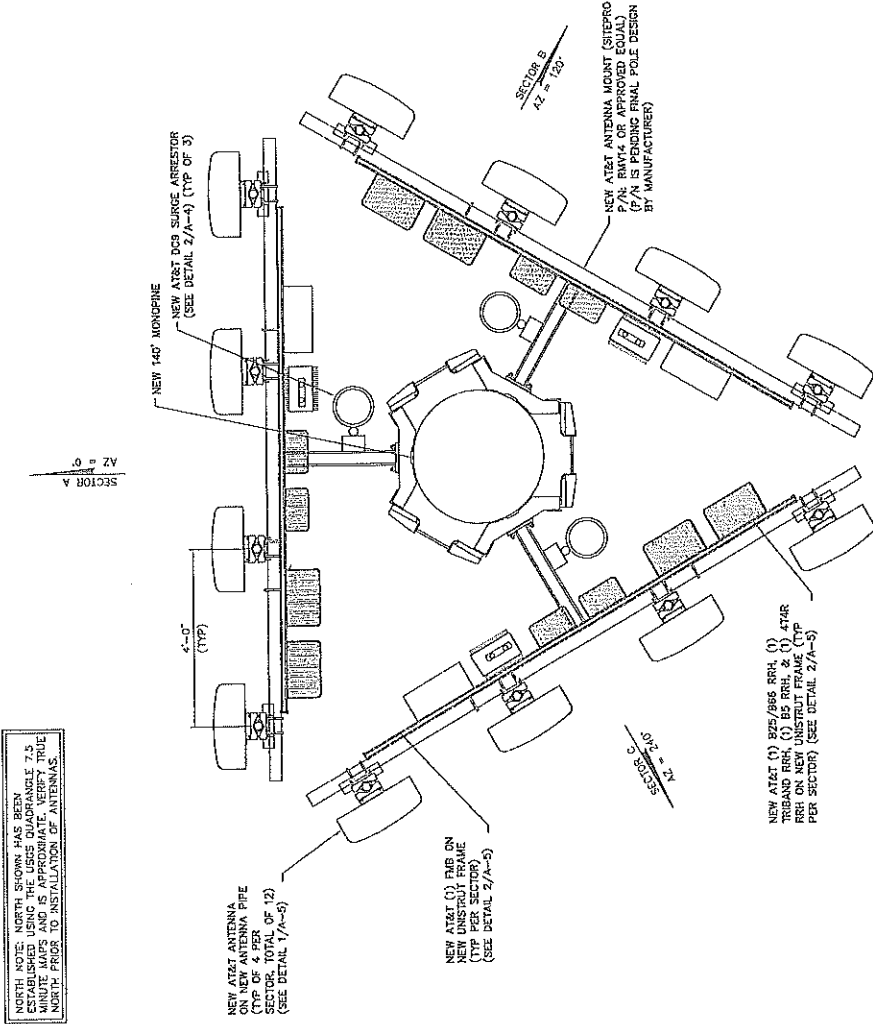
ELEVATION
 SCALE 1/4" = 1'-0"

at&t
 ONE AT&T WAY
 BEDMINSTER, NJ 07821

UNAUTHORIZED REPRODUCTION OR ALTERATION OF THIS DOCUMENT IS PROHIBITED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. PLANS ARE NOT TO BE SCALED.

RM

NORTH NOTE: NORTH SHOWN HAS BEEN ESTABLISHED USING THE USGS QUADRANGLE 7.5 MINUTE MAPS AND IS APPROXIMATE. VERIFY TRUE NORTH PRIOR TO INSTALLATION OF ANTENNAS.



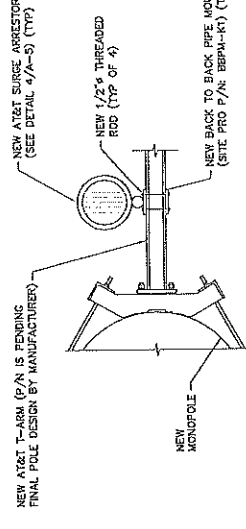
ANTENNA REQUIREMENTS SCHEDULE

SECTOR	FINAL ANTENNA TYPE	TECHNOLOGY	RAD CENTER	ANTENNA AZIMUTH	FINAL TMA/ARR	STATUS
A1	COMSCOPE NNHH-65A-R4-V2	LTE 700/1900/AWS	150"	0°	0/2	NEW
A2	COMSCOPE NNHH-65A-R4-V2	LTE	150"	0°	0/0	NEW
A3	COMSCOPE NNHH-65A-R4-V2	LTE 850	150"	0°	0/1	NEW
A4	COMSCOPE NNHH-65A-R4-V2	LTE 700/MCS	150"	0°	0/2	NEW
B1	COMSCOPE NNHH-65A-R4-V2	LTE 700/1900/AWS	150"	120°	0/2	NEW
B2	COMSCOPE NNHH-65A-R4-V2	LTE	150"	120°	0/1	NEW
B3	COMSCOPE NNHH-65A-R4-V2	LTE 850	150"	120°	0/2	NEW
B4	COMSCOPE NNHH-65A-R4-V2	LTE 700/MCS	150"	120°	0/2	NEW
C1	COMSCOPE NNHH-65A-R4-V2	LTE 700/1900/AWS	150"	240°	0/2	NEW
C2	COMSCOPE NNHH-65A-R4-V2	LTE	150"	240°	0/0	NEW
C3	COMSCOPE NNHH-65A-R4-V2	LTE 850	150"	240°	0/1	NEW
C4	COMSCOPE NNHH-65A-R4-V2	LTE 700/MCS	150"	240°	0/2	NEW

ANTENNA CABLE LENGTHS

SECTOR A:	180'±
SECTOR B:	180'±
SECTOR C:	180'±

NOTES:
 1. CABLE LENGTHS PROVIDED ARE ESTIMATED.
 2. REFER TO AT&T COLOR CODING GUIDELINES FOR COMPLETE CABLE STRIPPING.
 3. THERE ARE (6) PROPOSED 2" INNERDUCT ON SITE CONTAINING FIBER TRUNK & DC POWER TRUNKS.



2 DC9 MOUNTING DETAIL
 SCALE: 1" = 1'-0"

1 ANTENNA LAYOUT PLAN
 SCALE: 3/16" = 1'-0"

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REV	DATE	BY	CHKD	DESCRIPTION
A	10/17/09	EDS	SP	ISSUED FOR CONSTRUCTION
B	11/17/09	EDS	SP	ISSUED FOR CONSTRUCTION
C	11/17/09	EDS	SP	ISSUED FOR CONSTRUCTION

at&t
 ONE AT&T WAY
 EDMUNSTON, NJ 07821

Tectonic
 Tectonic Engineering Corporation
 1000 Old York Road
 Suite 200
 York, PA 17403
 Phone: (717) 765-4444
 Fax: (717) 765-4444

ANTENNA LAYOUT PLAN
 MUTTONTOWN VILLAGE
 SITE NO. NYCENY2520
 FA LOCATION: 800 0107375
 STROSSER, NY 11791

Rev. Date: 11/17/09
 Rev. No: 002
 80083.111-620
 14-4
 B

GENERATOR NOTES

1. THE LEFT SIDE OF THE GENERATOR IS SERVICE AND BATTERY CHARGER ENGAGED WITHIN CONTROL PANEL.
2. CONNECTION POINTS FOR CONTROL WIRES BOTTOM OF LOW VOLTAGE BUS BAR.
3. LOW VOLTAGE BUS BAR FOR 1/2" AND 3/4" CONDUIT FITTINGS. GENERATOR MUST BE GROUNDED.
4. 12 VOLT NEGATIVE GROUND SYSTEM.
5. MAIN LINE CIRCUIT BREAKER (ALCOB), AC LOAD DISCONNECT AND AUXILIARY 120/240V LEAD CONNECTION AND AUXILIARY 120/240V DISCONNECTS MUST BE ABLE TO OPEN 120 DEG. TO BE REMOVED. DOORS ARE LOCATED ON THE LEFT SIDE OF THE GENERATOR ONLY.
6. MAIN LINE CIRCUIT BREAKER (ALCOB), AC LOAD DISCONNECT AND AUXILIARY 120/240V DISCONNECTS MUST BE ABLE TO OPEN 120 DEG. TO BE REMOVED. DOORS ARE LOCATED ON THE LEFT SIDE OF THE GENERATOR ONLY.
7. MUST ALLOW FREE FLOW OF DISCHARGE AIR AND EXHAUST. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION OF DISCHARGE AIR. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION.
8. RESPONSIBILITY OF THE INSTALLATION STANDARDS, AND REGULATIONS. GENERATOR IN ACCORDANCE WITH ALL APPLICABLE CODES, CONNECTION DETAILS, AND GENERAC INSTALLATION GUIDELINES. GENERAC MUST BE SET TO WEEKDAYS DURING BUSINESS HOURS.

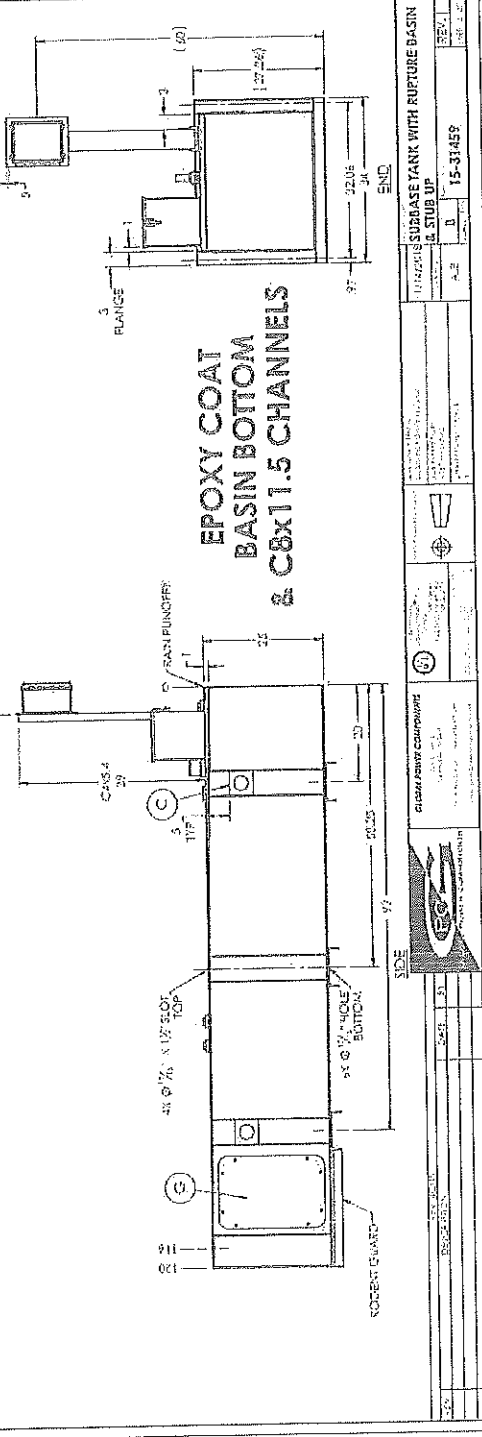
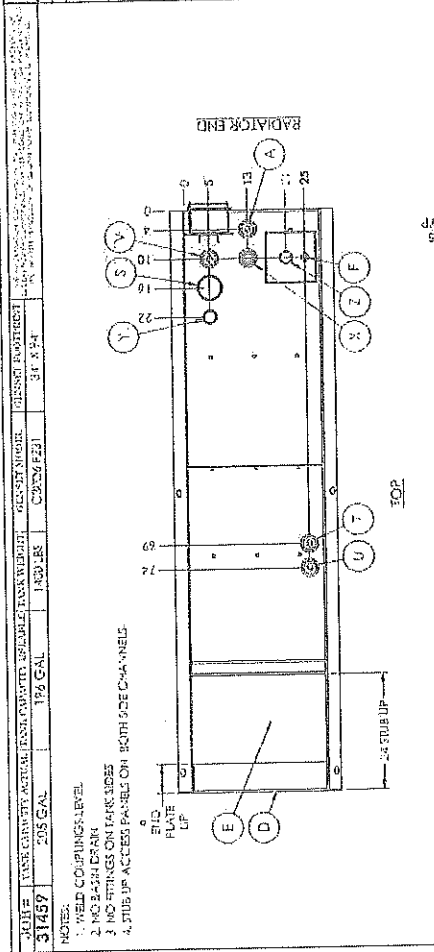
NOTE: DETAILS PER SPECIFICATIONS PROVIDED BY CUMMINS

CUMMINS MODEL CS300B - 30 HP OUTDOOR DIESEL GENERATOR

GENERATOR SPECIFICATIONS			
L (IN)	W (IN)	H (IN)	WT (LBS) (KVA)
103.5"	34"	45.5"	1282*
			30

* WEIGHT AND DIMENSIONS ARE BASED ON GENERATOR WITH SOUND ATTENUATED ENCLOSURE LEVEL 1.

REV.	DATE	DESCRIPTION	BY	CHKD
1	11/12/23	ISSUE FOR CONSTRUCTION	DAVE	
2	11/12/23	REVISED PER COMMENTS	DAVE	
3	11/12/23	REVISED PER COMMENTS	DAVE	
4	11/12/23	REVISED PER COMMENTS	DAVE	
5	11/12/23	REVISED PER COMMENTS	DAVE	
6	11/12/23	REVISED PER COMMENTS	DAVE	
7	11/12/23	REVISED PER COMMENTS	DAVE	
8	11/12/23	REVISED PER COMMENTS	DAVE	
9	11/12/23	REVISED PER COMMENTS	DAVE	
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13	11/12/23	REVISED PER COMMENTS	DAVE	
14	11/12/23	REVISED PER COMMENTS	DAVE	
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16	11/12/23	REVISED PER COMMENTS	DAVE	
17	11/12/23	REVISED PER COMMENTS	DAVE	
18	11/12/23	REVISED PER COMMENTS	DAVE	
19	11/12/23	REVISED PER COMMENTS	DAVE	
20	11/12/23	REVISED PER COMMENTS	DAVE	
21	11/12/23	REVISED PER COMMENTS	DAVE	
22	11/12/23	REVISED PER COMMENTS	DAVE	
23	11/12/23	REVISED PER COMMENTS	DAVE	
24	11/12/23	REVISED PER COMMENTS	DAVE </tr	



GENERATOR TANK DETAILS

SCALE: NTS.

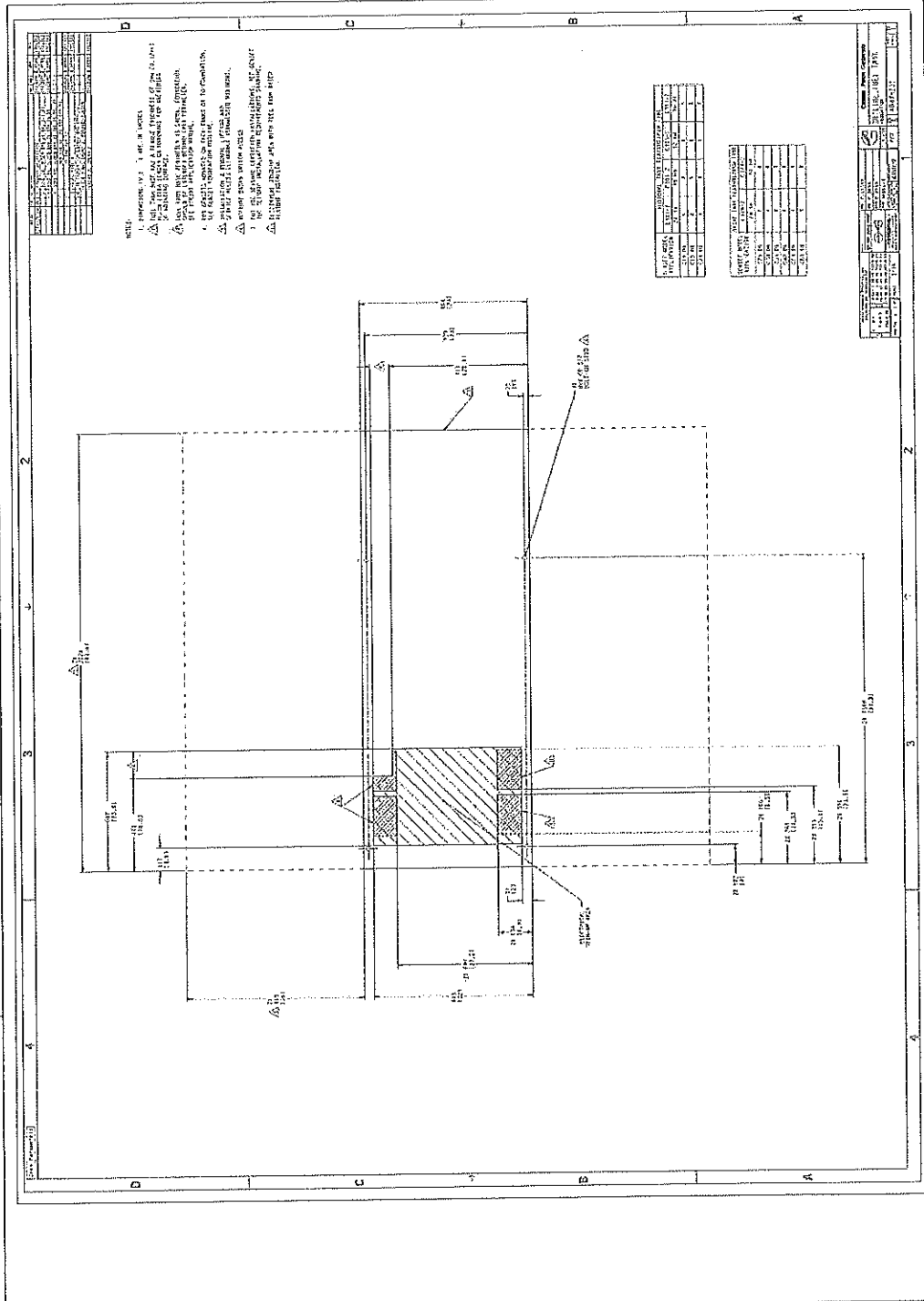
REV.	DATE	DESCRIPTION	BY	CHKD
A	11/12/23	ISSUE FOR CONSTRUCTION	DAVE	
B	11/12/23	REVISED PER COMMENTS	DAVE	

at&t
ONE AT&T WAY
BEDMINSTER, NJ 07921

Tectonic
Tectonic Engineering, Inc.
1000 Route 208
Bedminster, NJ 07921
Phone: (908) 387-8898
Fax: (908) 387-8899

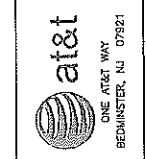
Handwritten signature and initials

UNAPPROVED REVISIONS TO A DOCUMENT OR ANY PART OF A DOCUMENT SHALL BE VOID. ANY REVISIONS TO A DOCUMENT SHALL BE VOID UNLESS THEY ARE APPROVED BY THE ORIGINAL DESIGNER. ANY REVISIONS TO A DOCUMENT SHALL BE VOID UNLESS THEY ARE APPROVED BY THE ORIGINAL DESIGNER. ANY REVISIONS TO A DOCUMENT SHALL BE VOID UNLESS THEY ARE APPROVED BY THE ORIGINAL DESIGNER. ANY REVISIONS TO A DOCUMENT SHALL BE VOID UNLESS THEY ARE APPROVED BY THE ORIGINAL DESIGNER.



STUB-UP DETAILS

UNAPPROVED ALTERATION OR ADDITION TO A DOCUMENT IS PROHIBITED. ANY SUCH ALTERATION SHALL BE INDICATED BY A CHECKED INCH OR OTHER DIMENSION LINE AND A CHECKED DIMENSION LINE. ANY SUCH ALTERATION SHALL NOT BE CONSIDERED VALID UNLESS IT IS APPROVED BY THE ARCHITECT. ANY SUCH ALTERATION SHALL NOT BE CONSIDERED VALID UNLESS IT IS APPROVED BY THE ARCHITECT. ANY SUCH ALTERATION SHALL NOT BE CONSIDERED VALID UNLESS IT IS APPROVED BY THE ARCHITECT.



Rev.	Date	By	Check	Approved	Drawn	Scale	Sheet	Of
A	08/21/20	JD	JD	JD	JD	1/8" = 1'-0"	1	1
B	11/13/20	JD	JD	JD	JD	1/8" = 1'-0"	1	1

Tectonic
Tectonic Engineering, Inc.
1000 Tectonic Drive
New York, NY 10001
Phone: (212) 850-1000
Fax: (212) 850-1001
www.tectonic.com

STUB-UP DETAILS
MUTTONTOWN VILLAGE
SITE NO. NYCENT20030
FA LAYOUT AND
STYDASSET, NY 11791
Work Order: 9086.II-020
Drawing No.: A-9
Rev: 11/13/20
BY: JD

Handwritten initials: *RM*

GENERAL NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING CODE OF NEW YORK CITY AND THE CITY AND COUNTY ENGINEERING DEPARTMENT'S BUILDING CODE OF NEW YORK CITY...
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY ENGINEERING DEPARTMENT...
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING CODE OF NEW YORK CITY AND THE CITY AND COUNTY ENGINEERING DEPARTMENT'S BUILDING CODE OF NEW YORK CITY...

SITE NOTES

- 1. ALL SITE WORK SHALL BE AS SHOWN ON THE DRAWINGS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE BUILDING CODE OF NEW YORK CITY AND THE CITY AND COUNTY ENGINEERING DEPARTMENT'S BUILDING CODE OF NEW YORK CITY...
3. THE SITE SHALL BE PREPARED TO RECEIVE WATER TO FLOW AWAY FROM THE SITE...

TORQUE REQUIREMENTS

- 1. ALL BOLTS SHALL BE TORQUED TO THE FOLLOWING TORQUE VALUES:
a. 1/2" DIA. BOLTS: 100 FT-LBS
b. 3/4" DIA. BOLTS: 150 FT-LBS
c. 1" DIA. BOLTS: 250 FT-LBS
d. 1 1/4" DIA. BOLTS: 400 FT-LBS
e. 1 1/2" DIA. BOLTS: 600 FT-LBS

FIBER & POWER CABLE MOUNTING NOTES

- 1. ALL FIBER AND POWER CABLES SHALL BE MOUNTED TO THE STRUCTURE USING THE FOLLOWING METHODS:
a. FIBER CABLES: USE OF FIBER CABLE BRACKETS AND BUNDLES.
b. POWER CABLES: USE OF POWER CABLE TRAYS AND BUNDLES.

ANTENNA NOTES

- 1. DESIGN AND CONSTRUCTION OF ANTENNA STRUCTURES SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
a. STRUCTURE SHALL BE DESIGNED TO SUPPORT THE ANTENNA AND ALL EQUIPMENT.
b. STRUCTURE SHALL BE PROTECTED AGAINST CORROSION.
c. STRUCTURE SHALL BE MAINTAINED AT ALL TIMES.

SHELTER FOUNDATION NOTES

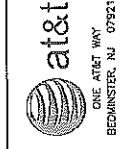
- 1. ALL SHELTER FOUNDATIONS SHALL BE CONSTRUCTED TO THE FOLLOWING REQUIREMENTS:
a. FOUNDATION SHALL BE DESIGNED TO SUPPORT THE SHELTER AND ALL EQUIPMENT.
b. FOUNDATION SHALL BE PROTECTED AGAINST CORROSION.
c. FOUNDATION SHALL BE MAINTAINED AT ALL TIMES.

CONCRETE NOTES

- 1. DESIGN AND CONSTRUCTION OF ALL CONCRETE SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
a. CONCRETE SHALL BE DESIGNED TO SUPPORT THE STRUCTURE AND ALL EQUIPMENT.
b. CONCRETE SHALL BE PROTECTED AGAINST CORROSION.
c. CONCRETE SHALL BE MAINTAINED AT ALL TIMES.

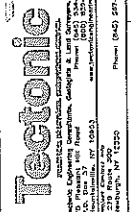
SOIL AND EROSION CONTROL NOTES

- 1. ALL SOIL AND EROSION CONTROL MEASURES SHALL BE CONSTRUCTED TO THE FOLLOWING REQUIREMENTS:
a. MEASURES SHALL BE DESIGNED TO PREVENT SOIL EROSION AND SILTATION.
b. MEASURES SHALL BE MAINTAINED AT ALL TIMES.



ONE AT&T WAY
BEDMINSTER, NJ 07921

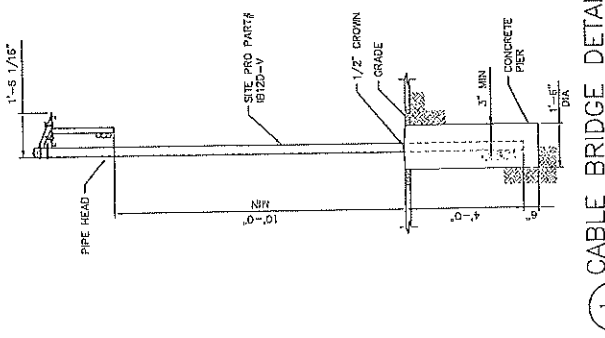
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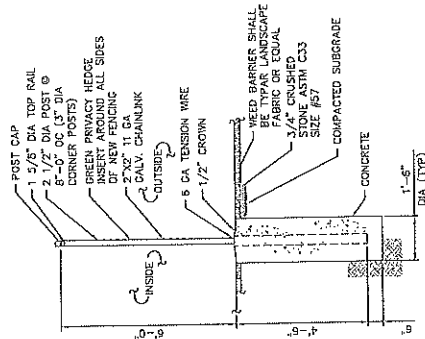
TECTONIC
TECHNICAL CONSULTING
1000 ROUTE 100
PO BOX 17
SYOSSET, NY 11791

Table with columns: Date, Description, Drawings Control, Notes. Includes project details like 'MUTTON VILLAGE SITE NO. NYCENY2620'.

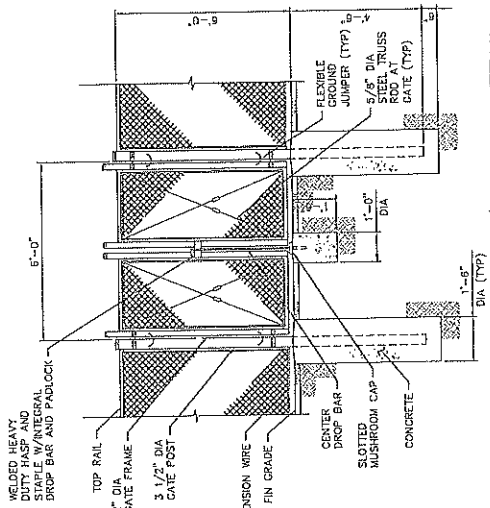
Project No: 80868.JI-020
Sheet No: A-12
Scale: AS SHOWN



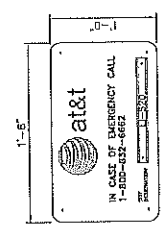
1 CABLE BRIDGE DETAIL
A-13 SCALE: 1/2" = 1'-0"



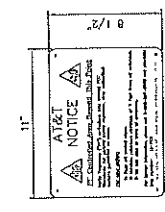
2 FENCE DETAIL
A-13 SCALE: 1/2" = 1'-0"



3 GATE/FENCE DETAIL
A-13 SCALE: 1/2" = 1'-0"



5 EMERGENCY CONTACT SIGN
A-13 SCALE: N.T.S.



4 RF NOTICE SIGN
A-13 SCALE: N.T.S.

THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE A LEGAL PROFESSIONAL DESIGN DOCUMENT UNDER THE SEAL OF THE PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW YORK UNDER LICENSE NO. 111794. THIS DOCUMENT IS PREPARED EXCLUSIVELY FOR THE PROJECT AND SITE DESCRIBED HEREIN AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. PLANS ARE NOT TO BE SCALED. ORIGINAL SIZE IN INCHES.

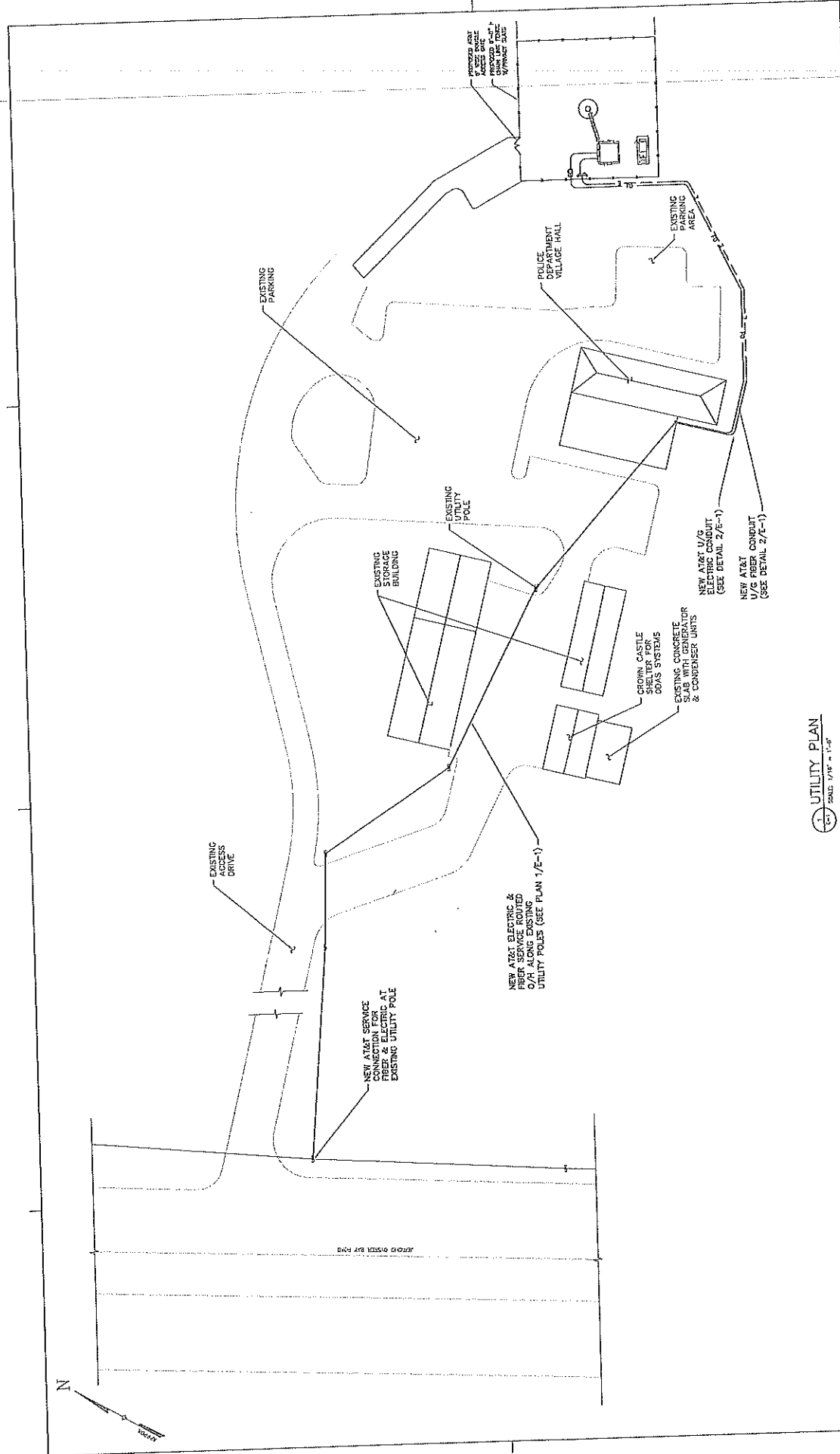
at&t
ONE AT&T WAY
BEDMINSTER, NJ 07821

Rev	Date	By	Check	Reason
A	11/17/20	MM	MM	ISSUED FOR PERMIT
B	11/17/20	MM	MM	ISSUED FOR CONSTRUCTION

Tectonic
Tectonic Corporation
1000 Old Bridge Road
Bedminster, NJ 07821
Phone (609) 521-4000

DETAILS
MUTTONTOWN VILLAGE
SITE NO. NYCENY2320
FA LOCAL AUTHORITY 111794
STYOSSET, NY 11794
Date: 11/17/20
Scale: 1/2" = 1'-0"
Sheet: 9088.II-620
Drawing: A-13
Block: B

RM



UNDESIGNED ARCHITECTURE OR ADDRESS TO A OCCUPANT BEING THE JOB BY A NUMBER OF PARTS TO BE SUBMITTED TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

at&t
 ONE AT&T WAY
 BEDMINSTER, NJ 07921

UTILITY PLAN
 SCALE: 1/8" = 1'-0"

Rev	Date	Description	Author	Check	Appr'd
A	10/27/03	CONDUIT POLE CONDUIT	JSP	JSP	JSP
B	11/17/03	CONDUIT POLE CONDUIT	JSP	JSP	JSP

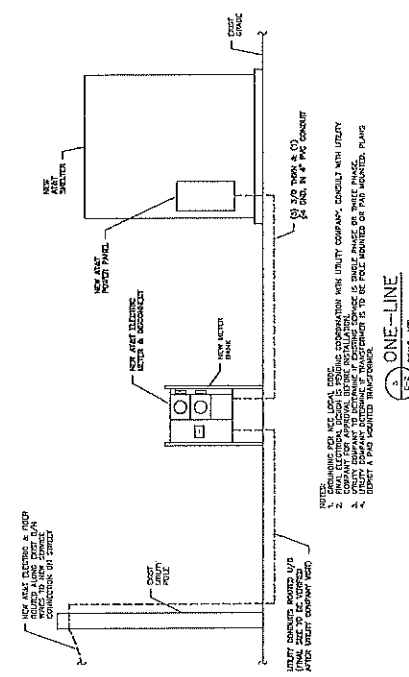
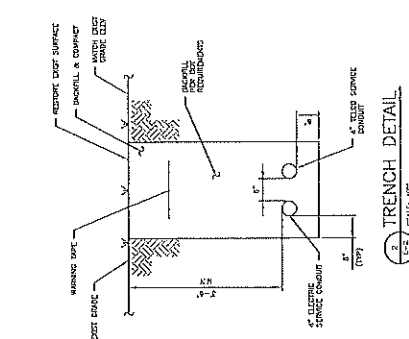
Tectonic
 Tectonic Engineering, Inc.
 1000 State Street, Suite 200
 Middletown, NJ 07940
 Phone: (609) 251-2008
 Fax: (609) 251-2009
 www.tectonic-engineering.com

UTILITY PLAN
 MUTTON VILLAGE
 SITE NO. NYEN2520
 LOCATION: MUTTON VILLAGE
 STROUSE, NY 11781
 Project No. 9086.II-520
 Date: 11/17/03
 Scale: 1/8" = 1'-0"

RM

GENERAL ELECTRICAL NOTES

1. EXAMINE ALL NOTES TO THE CONTRACT AND THE ELECTRICAL EQUIPMENT MANUFACTURER'S LITERATURE FOR THE CORRECT LISTING AND INSTALLATION REQUIREMENTS AND REQUIREMENTS.
2. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN STRICT COMPLIANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS AND STANDARDS. ALL MATERIALS AND EQUIPMENT SHALL BE LISTED AND APPROVED BY THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS AND STANDARDS. ALL MATERIALS AND EQUIPMENT SHALL BE LISTED AND APPROVED BY THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE REGULATIONS AND STANDARDS.
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DETAILS & NOTES
MUTTONTOWN VILLAGE
SITE NO. NYCENY2520
FA LOCATION NO. 10107975
SYDNEY, NY 11781

Tectonic
ELECTRICAL ENGINEERING
1100 W. 30th St. #100
Bedminster, NJ 07921
Phone: (908) 387-8225

Rev	Desc	Appr'd	By	Date
A	REVISED	OK	MP	11/17/02
B	REVISED	OK	MP	11/17/02

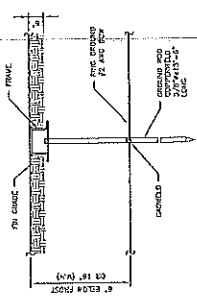
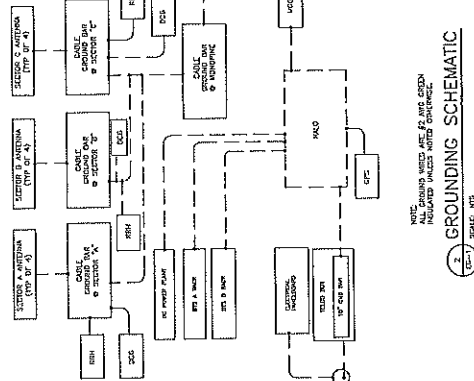
at&t
ONE AT&T WAY
BEDMINSTER, NJ 07921

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RM

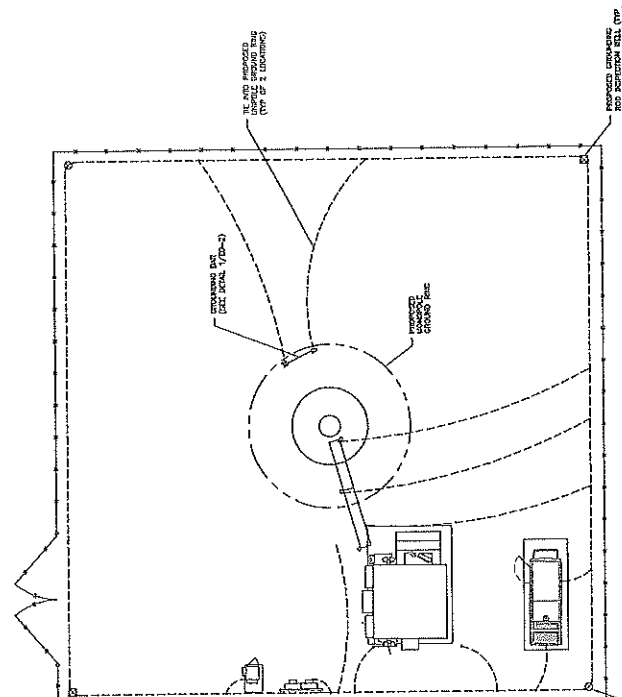
GROUNDING NOTES

1. CONTRACTOR SHALL PROVIDE ALL GROUNDING IN ACCORDANCE WITH NEW YORK STATE REGULATORY PROCEDURES, LATEST EDITION.
2. ALL ABOVE GROUND CONDUCTORS SHALL BE CORRODED, GALL CORROSION, OR FULFILL ALL REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE, LATEST EDITION. ALL CONDUCTORS SHALL BE TESTED FOR RESISTANCE AND INSULATION.
3. ALL WIRE CONDUCTORS SHALL BE THREE-CORNER C-TYP CONSTRUCTION, THRUOUT & INTO PANELS, CONDUITS, OR EQUIPMENT.
4. ALL CONDUCTORS SHALL BE CORRODED CORROSION RESISTANT, USE ITEM 8 OF SPECIFICATIONS.
5. ALL CONDUCTORS SHALL BE CORRODED CORROSION RESISTANT, USE ITEM 8 OF SPECIFICATIONS.
6. ALL CONDUCTORS SHALL BE CORRODED CORROSION RESISTANT, USE ITEM 8 OF SPECIFICATIONS.
7. ALL CONDUCTORS SHALL BE CORRODED CORROSION RESISTANT, USE ITEM 8 OF SPECIFICATIONS.
8. WHERE ANY OPERATING CONDUCTOR PASSES THROUGH METAL CONDUITS, CONDUIT JOINTS OF CONDUIT SHALL BE PROTECTED.
9. ALL CONDUCTORS SHALL BE CORRODED CORROSION RESISTANT, USE ITEM 8 OF SPECIFICATIONS.
10. ALL BONDING SHALL BE AS SHOWN IN DETAIL. ALL BONDING SHALL BE MADE WITH POINT TO POINT BONDING CLAMPS SHOWN TO DRAWING & SET TO LOAD FROM DRAWING SET MUST BE USED.
11. ALL BONDING SHALL BE AS SHOWN IN DETAIL. ALL BONDING SHALL BE MADE WITH POINT TO POINT BONDING CLAMPS SHOWN TO DRAWING & SET TO LOAD FROM DRAWING SET MUST BE USED.



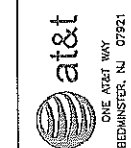
GROUND ROD DETAIL
SCALE: NTS

GROUND ROD DETAIL
SCALE: NTS



GROUNDING PLAN
SCALE: 3/16" = 1'-0"

UNLICENSED ASSISTANCE OR ADVICE IS A VIOLATION OF THE PROFESSIONAL ENGINEERING LAW OF THE STATE OF NEW YORK. THE PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE WORK SHOWN HEREON. THE PROFESSIONAL ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE WORK SHOWN HEREON. THE PROFESSIONAL ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE WORK SHOWN HEREON.



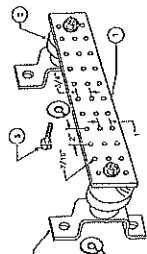
Tectonic
Tectonic Engineering, Inc.
1000 North 10th Street
Bedminster, NJ 07921
Phone: (609) 397-8622
www.tectoniceng.com

Rev.	Date	Revised	By	Checked	CL	Notes
A	10/21/20	ISSUED FOR CONSTRUCTION	MM	MM		
B	11/13/20	ISSUED FOR CONSTRUCTION	MM	MM		11/23/20

GROUNDING PLAN & DETAILS
MULTITOWN VILLAGE
SITE NO. NTCENT2520
FA LADY OF THE LAKE DRIVE UNIT 2/7/75
STROSSER, NY 11781

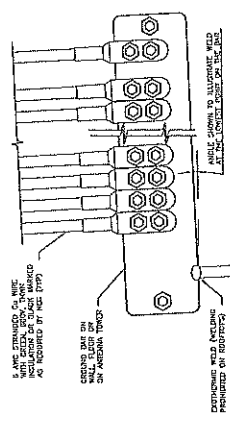
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Sheet No: EG-1

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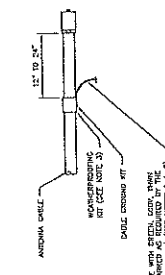
- LEGEND**
- 1- CONCRETE GROUND BAR WITH 2" CONCRETE COVER AND 1/2" DIA. GALV. LUG CONNECTIONS. INITIAL GROUND BAR SIZE WILL BE 1/2" DIA. GALV. LUG CONNECTIONS.
 - 2- INSULATORS, NONFERROUS, NONCONDUCTIVE, 1/2" DIA. GALV. LUG CONNECTIONS.
 - 3- 2" DIA. GALV. LUG CONNECTIONS.
 - 4- 1/2" DIA. GALV. LUG CONNECTIONS.
 - 5- 1/2" DIA. GALV. LUG CONNECTIONS.
 - 6- INSULATORS SHALL BE DAMAGED WHEN INSTALLED TO CONDUIT/PIPE/ROOF/CEILING. DAMAGING TO CONDUIT/PIPE/ROOF/CEILING SHALL BE THE RESPONSIBILITY OF THE INSTALLER.

GROUND BAR DETAIL
SCALE: 1/2" = 1'-0"



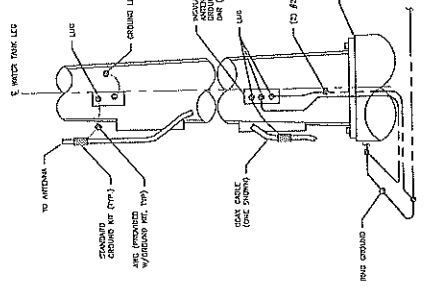
- DETAIL**
1. 2" DIA. GALV. LUG CONNECTIONS TO BE INSTALLED TO CONDUIT/PIPE/ROOF/CEILING.
 2. 2" DIA. GALV. LUG CONNECTIONS TO BE INSTALLED TO CONDUIT/PIPE/ROOF/CEILING.

DETAIL
SCALE: 1/2" = 1'-0"

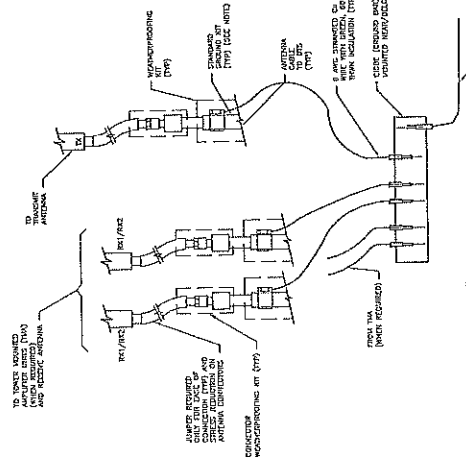


- GROUND KIT DETAIL**
1. ANTENNA CABLE SHALL BE CONNECTED TO THE SHIELD OF EACH ANTENNA AND TO EACH VERTICAL PIPE TO THE GROUND THROUGH THE SHIELDING OF EACH ANTENNA.
 2. HORIZONTAL PIPES SHALL BE CONNECTED TO EACH OTHER AND TO EACH VERTICAL PIPE THROUGH EACH ANTENNA PENETRATION.
 3. EACH ANTENNA PENETRATION SHALL BE CONNECTED TO EACH OTHER AND TO EACH VERTICAL PIPE THROUGH EACH ANTENNA PENETRATION.

GROUND KIT DETAIL
SCALE: 1/2" = 1'-0"

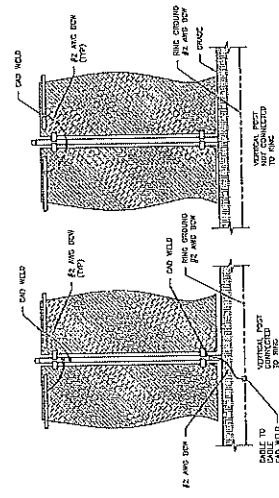


ANTENNA CABLE GROUNDING DETAIL
SCALE: 1/2" = 1'-0"



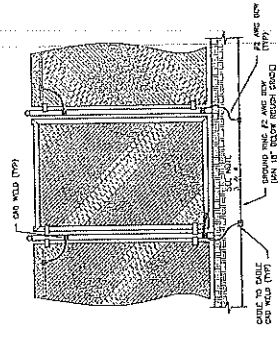
- DETAIL**
1. 2" DIA. GALV. LUG CONNECTIONS TO BE INSTALLED TO CONDUIT/PIPE/ROOF/CEILING.
 2. 2" DIA. GALV. LUG CONNECTIONS TO BE INSTALLED TO CONDUIT/PIPE/ROOF/CEILING.

DETAIL
SCALE: 1/2" = 1'-0"



- FENCE GROUNDING DETAIL**
1. VERTICAL PIPES SHALL BE CONNECTED TO THE SHIELD OF EACH ANTENNA AND TO EACH VERTICAL PIPE TO THE GROUND THROUGH THE SHIELDING OF EACH ANTENNA.
 2. HORIZONTAL PIPES SHALL BE CONNECTED TO EACH OTHER AND TO EACH VERTICAL PIPE THROUGH EACH ANTENNA PENETRATION.
 3. EACH ANTENNA PENETRATION SHALL BE CONNECTED TO EACH OTHER AND TO EACH VERTICAL PIPE THROUGH EACH ANTENNA PENETRATION.

FENCE GROUNDING DETAIL
SCALE: 1/2" = 1'-0"



- GATE GROUNDING DETAIL**
1. THE 2" DIA. GALV. LUG CONNECTION SHALL BE CONNECTED TO EACH OTHER AND TO EACH VERTICAL PIPE TO THE GROUND THROUGH THE SHIELDING OF EACH ANTENNA.
 2. HORIZONTAL PIPES SHALL BE CONNECTED TO EACH OTHER AND TO EACH VERTICAL PIPE THROUGH EACH ANTENNA PENETRATION.
 3. EACH ANTENNA PENETRATION SHALL BE CONNECTED TO EACH OTHER AND TO EACH VERTICAL PIPE THROUGH EACH ANTENNA PENETRATION.

GATE GROUNDING DETAIL
SCALE: 1/2" = 1'-0"

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at&t
ONE AT&T WAY
BEDMINSTER, NJ 07921

Rev	Date	By	Check	Approved	Revised	Comments
A	10/23/75	SP	SP	SP	SCHEMATIC DEVELOPMENT	
B	11/13/75	SP	SP	SP	SCHEMATIC DEVELOPMENT	

Tectonic
Tectonic Engineering Corporation, Columbia & West 34th Street, New York, N.Y. 10018
Phone: (212) 397-6525

GROUNDING DETAILS
MUTTONTOWN VILLAGE
SITE NO. NYCEV2550
FA LOCATION AND NO. 10107975
SYOSSETT, NY 11791

Scale: 1/2" = 1'-0"
Date: 11/17/75
Sheet No.: 9088-11-520
EG-2
B

RM

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

Village of Muttontown,
One 'Raz' Tafuro Way, Muttontown, NY 11791

December 9, 2020

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

Landlord Signature

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

FILED

STATE RECORDS

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

FEB 17 2021

County City Town Village
(Select one.)

DEPARTMENT OF STATE

of Muttontown

Local Law No. 82 of the year 2021

A local law to repeal Chapter 130 of the Village Code for the Incorporated Village of Muttontown.
(Insert Title)

Be it enacted by the Board of Trustees of the
(Name of Legislative Body)

County City Town Village
(Select one.)

of Muttontown

as follows:

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 52 of 202021 of the ~~(County)~~(City)~~(Town)~~(Village) of Muttontown was duly passed by the Board of Trustees on December 9 2020, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*)

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.~~
(Name of Legislative Body)
(Elective Chief Executive Officer)*

3. (Final adoption by referendum.)

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.~~
(Name of Legislative Body)
(Elective Chief Executive Officer)*

~~Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.~~

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum)

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.~~

5. (City local law concerning Charter revision proposed by petition.)

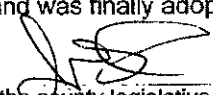
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city or thereon at the (special)(general) election held on _____ 20 _____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ the County of _____ State of New York, having been submitted to the electors at the General Election on November _____ 20 _____, pursuant to subdivisions 5 and 7 of section 83 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.


Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date:

1/12/21

(Seal)

Section 3. Repeal of Chapter 130 of the Village Code

The Board of Trustees of the Incorporated Village of Muttontown, County of Nassau, is hereby authorized to repeal Chapter 130 of the Village Code for the Incorporated Village of Muttontown.

Section 4. Severability.

If a court determines that any clause, sentence, paragraph subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Applicability

This article shall apply to all actions occurring on or after the effective date of this article.

Section 6. Effective Date.

This Local Law shall take effect immediately upon filing with the Secretary of State.

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one.)

of Muttontown

FILED
STATE RECORDS

FEB 17 2021

DEPARTMENT OF STATE

Local Law No. 81

of the year 20~~20~~21

A local law to repeal Local Law 1 of 2020, which authorized the Incorporated Village of Muttontown to

(Insert Title)

adopt a budget for the fiscal year commencing June 1, 2020 that requires a real property

tax levy in excess of the amount otherwise prescribed in General Municipal Law s. 3-c.

Be it enacted by the Board of Trustees of the
(Name of Legislative Body)

County City Town Village
(Select one.)

of Muttontown

as follows:

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 818 of 2020 21 the (County)(City)(Town)(Village) of Muttontown was duly passed by the Board of Trustees on December 9 2020, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20____, in accordance with the applicable provisions of law.
(Name of Legislative Body)
(Elective Chief Executive Officer)*

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____.
(Name of Legislative Body)
(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

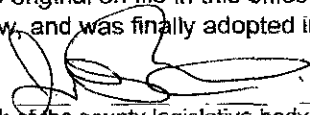
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city or thereon at the (special)(general) election held on _____ 20 _____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20 _____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 _____ above.



Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: 1/12/21

(Seal)

Section 3. Repeal of Local Law 1 of 2020: Tax Levy Limit Override

The Board of Trustees of the Incorporated Village of Muttontown, County of Nassau, is hereby authorized to repeal Local Law 1 of 2020, which authorized the Incorporated Village of Muttontown to adopt a budget for the fiscal year commencing June 1, 2020 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law § 3-c.

Section 4. Severability.

If a court determines that any clause, sentence, paragraph subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Applicability

This article shall apply to all actions occurring on or after the effective date of this article.

Section 6. Effective Date.

This Local Law shall take effect immediately upon filing with the Secretary of State.