

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

X

NEW YORK SMSA LIMITED PARTNERSHIP d/b/a/
VERIZON WIRELESS, and HOMELAND TOWERS, LLC,

Plaintiffs,

-against-

**STIPULATION OF
SETTLEMENT AND
ORDER**

TOWN OF PHILIPSTOWN, THE TOWN BOARD OF
THE TOWN OF PHILIPSTOWN, THE TOWN ZONING
BOARD OF APPEALS OF THE TOWN OF PHILIPSTOWN,
GREG WUNNER, BUILDING INSPECTOR (in his official
capacity), MAX GARFINKLE, NATURAL RESOURCES
REVIEW OFFICER (in his official capacity) and THE TOWN
CONSERVATION BOARD OF THE TOWN
OF PHILIPSTOWN,

18-cv-1534 (VB) (PED)

Defendants.

X

WHEREAS, the plaintiffs New York SMSA Limited Partnership d/b/a Verizon Wireless and Homeland Towers, LLC (collectively, "Plaintiffs"), commenced this action on February 20, 2018, against defendants Town of Philipstown, the Town Board of the Town of Philipstown, the Town Zoning Board of Appeals of the Town of Philipstown, Greg Wunner, Building Inspector (in his official capacity), Max Garfinkle, Natural Resources Review Officer (in his official capacity) and the Town Conservation Board of the Town of Philipstown (collectively, "Town" or "Defendants"), seeking *inter alia* a Judgment and Order finding that Defendants' denial of Plaintiffs' request to install and maintain a telecommunications facility within the Town violated Plaintiffs' rights under the Telecommunications Act of 1996 ("TCA"), as codified at 47 U.S.C. § 332(c) and § 253(a) and directing Defendants to immediately issue any and all local approvals necessary for Plaintiffs to install and operate the facility that is the subject of this action;

WHEREAS, the Town denied Plaintiffs' request to build a 180-foot cell tower because, among other reasons, the Town concluded that (1) Plaintiffs had failed to establish a sufficient gap or compromise in wireless service coverage sufficient to support the construction of the proposed facility; (2) the proposed facility would cause significant adverse aesthetic impacts to numerous residential areas and important scenic viewsheds in the area; and (3) the proposed facility would lead to a diminution of property values in the area;

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

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

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

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

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

1. Within 60 days of the date the Court "So Orders" this Stipulation, Plaintiffs will submit a complete application for a building permit to install a 120-foot-tall monopine tower (plus branches) and telecommunications facility (the "Facility") at 50 Vineyard Road ("Property") as described and shown on the drawings attached hereto as Exhibit A. Notwithstanding anything to

the contrary in Exhibit A, Plaintiffs further agree that: (1) the Facility will be surrounded by a 8-foot-height cedar privacy fence; (2) the Facility's security and other lighting systems will be designed, installed and maintained in such a manner (through motion detection, automatic shut-off, projecting downward, shielding, and minimum wattage) as to minimize or eliminate light pollution; (3) the color of the monopine tower will be subject to the reasonable approval of the Town; (4) the monopine tower will simulate a pine tree to the greatest extent that is commercially reasonable; (5) the vegetative screening, netting and fencing used at the Facility will be camouflaged in color for woodland environments (*i.e.*, green, brown or black); ~~and (6) Plaintiffs will maintain during the life of the facility the cedar privacy fence, vegetative screening and other elements of the Facility to function and appear in substantially the same manner as when the certificate of compliance is issued by the Town;~~ and (7) in order to ensure that government and emergency service vehicles have access to the Facility, Plaintiffs will keep the approximately 2,000 feet of Vineyard Road from U.S. Route 9 to the access drive, and the access drive itself, in good order and repair, and free of impediments to access. Defendants shall issue Plaintiffs a building permit for the Facility within 15 days of the receipt of a complete application. The Building Permit application shall consist of the drawings attached hereto as Exhibit A (along with any modifications or additions required herein), the contractor's insurance certificates, the customary Philipstown Building Permit Application form and fee, all the requirements of the Town Code (including §§ 175-46(E), 175-46(P), 175-46(S), 175-46(T)(in the form of a \$25,000.00 bond in a form reasonably acceptable to the Town)), a \$40,000 bond in a form reasonably acceptable to the Town to guarantee against any damage caused by Plaintiffs or their agents to Vineyard Road during construction of the Facility, and any other information requested by the Town in its reasonable discretion.

2. Defendants shall issue a certificate of compliance within 15 days of Plaintiffs' complete request (including, third-party inspection reports, engineering reports evidencing compliance with the prescribed manner of construction, as-built drawings, elevation certificate showing compliance with height limitations and such other documents as may be reasonably requested by Defendants) for such issuance and upon proper and complete construction of the Facility. Upon issuance of the certificate of compliance, the Facility will be deemed a permitted use as if it had all necessary permits required by the Town. However, nothing in this Stipulation shall be construed to mean that the Facility does not need to comply with all applicable existing laws.

3. Plaintiffs hereby forever waive and relinquish any rights they may have under any law whatsoever (*e.g.*, Section 6409 (codified as 47 U.S.C.S. 1455(a)) of the Middle Class Tax Relief and Job Creation Act of 2012, and its implementing regulation 47 C.F.R. §1.6100, Philipstown Zoning Law § 175-46) to raise (or apply to raise) the height of the Facility.

4. Although Exhibit A already includes proposed landscaping, Plaintiffs shall establish a \$20,000.00 fund, to be held by and distributed by the Town to property owners near the Facility for the installation of landscaping. Plaintiffs shall have no responsibility to maintain any such landscaping. Such property owners that request in writing such funds for the installation of landscaping will execute in advance of the distribution of such funds a release of liability and waiver of claims related to the funds and the Facility (but not claims regarding any damage caused to Vineyard Road by Plaintiffs or their agents) in a form reasonably acceptable to the Plaintiffs. The funds shall be delivered to Bleakley Platt & Schmidt, LLP in the form of a bank check made payable to the Town within 30 days of the date the Court "So Orders" this Stipulation. The funds must be used specifically for landscaping purposes and any unused funds that are not distributed

by the later of: (1) 12 months of the submission of the funds to Bleakley Platt & Schmidt, LLP, or (2) 3 months from the Town's issuance of the certificate of compliance, shall be returned to Plaintiffs to be used, within 12 months of return, to enhance the visual mitigation of the Facility. The appropriate enhanced visual mitigation measures will be proposed by the Town and reasonably agreed to by Plaintiffs.

5. This Stipulation shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Stipulation. For the avoidance of doubt, the "property owners near the Facility" referenced in paragraph 4 are not third-party beneficiaries under this Stipulation and have no rights or causes of action created by this Stipulation.

6. Within 30 days of the date the Court "So Orders" this Stipulation, Plaintiffs will reimburse the Town for the expenses it incurred in reviewing Plaintiffs' special use and wetlands permits applications in an amount of \$21,260.70. The reimbursement will be deemed full satisfaction of the expenses the Town incurred. The reimbursement shall be delivered to Bleakley Platt & Schmidt, LLP in the form of a bank check made payable to the Town and shall be in full satisfaction of any sums owed to the Defendants in connection with the underlying special use and wetland permit applications submitted by Plaintiffs that were denied by the Town.

7. Plaintiffs and Defendants acknowledge that this Stipulation was the product of negotiation by all parties through their counsel, including negotiation as to the language set forth herein, and as such, to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Stipulation, the ambiguity shall not be resolved based on who drafted the Stipulation. The obligations of this Stipulation apply to and are binding upon the parties, and any successors and assigns or other entities or persons otherwise bound by law.

8. Plaintiffs knowingly and voluntarily release and forever discharge Defendants of and from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the Defendants, the Plaintiffs ever had, now have or will ever have for, shall or may have for, upon, or by reason of this action, the Facility, the Property, and any matter related in anyway whatsoever to this action, from the beginning of time to the date the Court “So Orders” this Stipulation including, but not limited to, those claims that were asserted by Plaintiffs in this lawsuit.

9. Plaintiff, Homeland Towers, shall make space available to the Town and local emergency service entities at no cost for the placement of three noncommercial emergency services antennas on the tower at a location, at the Town’s option, either: (1) at, or below, 70 feet above ground level (“Bottom Mount”), (2) on the top of the tower (with no unreasonably harmful interference to the signal transmission of other antennas on the tower) (“Top Mount”), or (3) at some combination of Bottom Mount and Top Mount; as well as related noncommercial equipment within a ten-foot by ten-foot space within the equipment compound. Homeland Towers shall not be responsible for the cost to purchase, install, or maintain any such antennas or equipment.

10. Upon the execution of this Stipulation by or on behalf of all parties and the “so ordering” of this Stipulation by the Court, this action will be dismissed with prejudice, and without fees, costs, disbursements, damages, interest or attorneys' fees against any party, except as otherwise set forth herein. Any party may, upon notice, seek to enforce this Stipulation.

DEFENDANTS:

PLAINTIFFS:

Adam Rodriguez, Esq.

Robert D. Gaudio, Esq.

BLEAKLEY PLATT & SCHMIDT, LLP
Attorneys for Defendants
One No. Lexington Avenue
White Plains, NY 10601
T. (914) 287-6145
F. (914) 683-6956

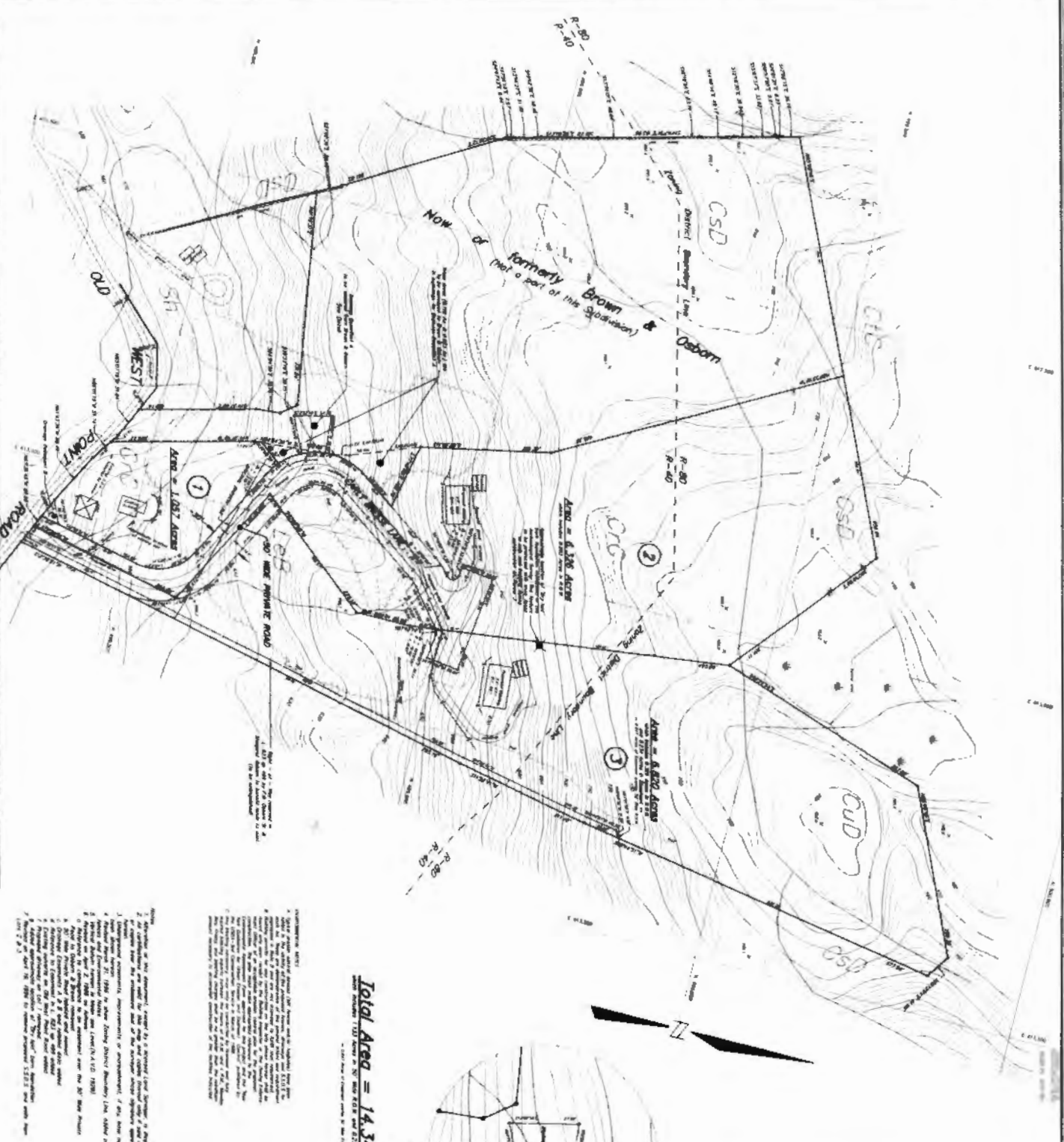
Dated: June ___, 2019

SNYDER & SNYDER, LLP
Attorneys for Plaintiffs
94 White Plains Road
Tarrytown, NY 10591
T. (914) 333-0700
F. (914) 333-0743

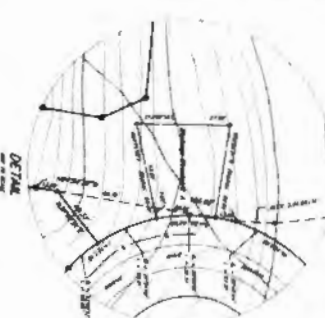
SO ORDERED:

The Honorable Vincent L. Briccetti
United States District Judge

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Total Area = 14.341 Acres



<p>LEGEND</p> <ul style="list-style-type: none"> Proposed New Area Area 1183 Area 1184 Area 1185 Area 1186 Area 1187 Area 1188 Area 1189 Area 1190 Area 1191 Area 1192 Area 1193 Area 1194 Area 1195 Area 1196 Area 1197 Area 1198 Area 1199 Area 1200 	<p>SOILS LEGEND</p> <ul style="list-style-type: none"> Soil Type 1 Soil Type 2 Soil Type 3 Soil Type 4 Soil Type 5 Soil Type 6 Soil Type 7 Soil Type 8 Soil Type 9 Soil Type 10 Soil Type 11 Soil Type 12 Soil Type 13 Soil Type 14 Soil Type 15 Soil Type 16 Soil Type 17 Soil Type 18 Soil Type 19 Soil Type 20
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ALICE O. BRESSE
MORRIS & VIRGINIA O. EARLE
TOWN OF PHILIPSTOWN,
RUTLAND COUNTY,
NEW YORK

DECEMBER 4, 1935

SCALE 1 in. = 50 ft.

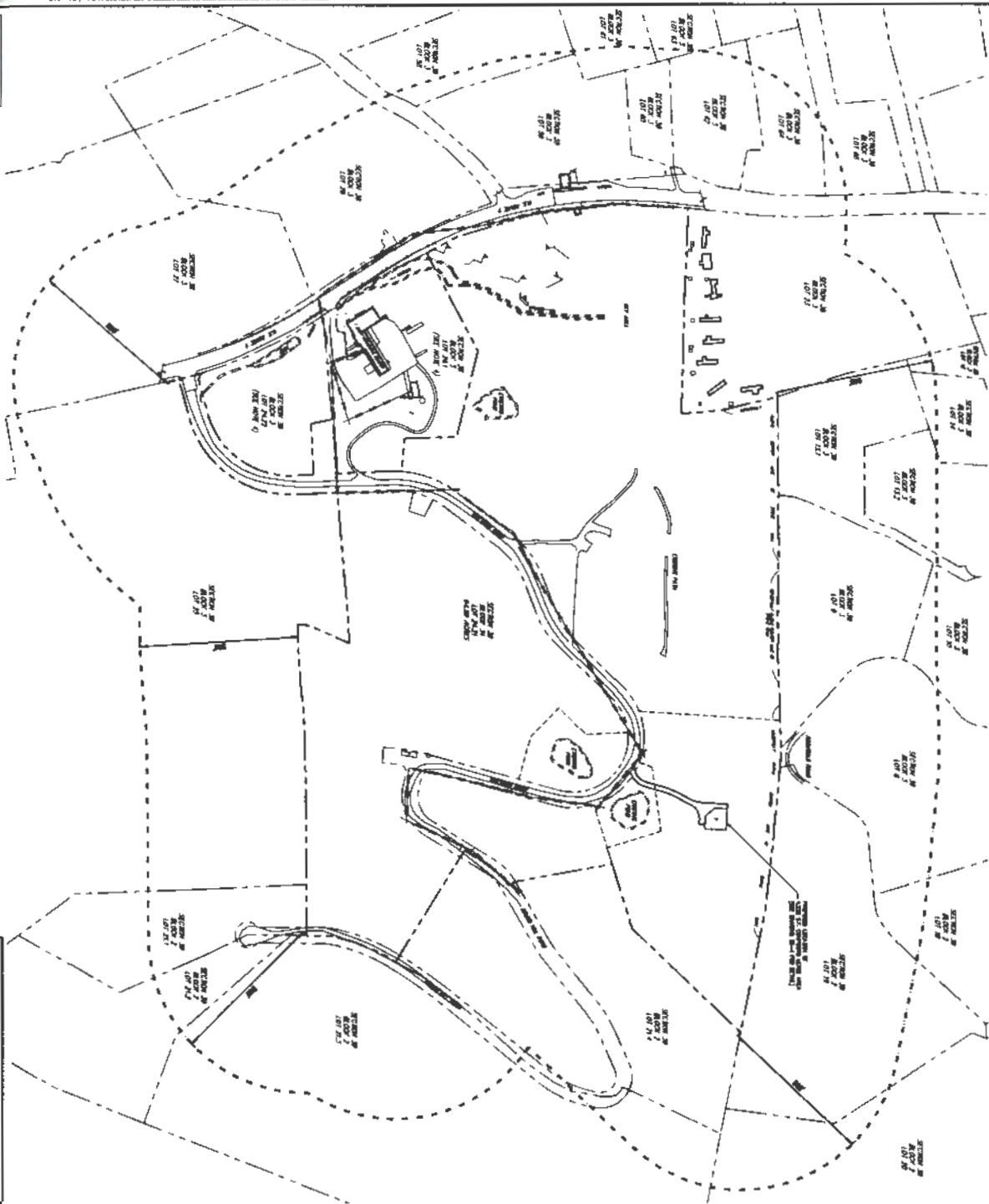
THIS MAP WAS MADE BY THE SURVEYOR FROM THE DATA FURNISHED BY THE ABOVE NAMED PARTIES AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT OF SURVEY REFERRED TO HEREIN.

THE SURVEYOR'S OFFICE IS AT 100 N. 3RD ST., ALBANY, N.Y.

ALICE O. BRESSE
 MORRIS & VIRGINIA O. EARLE
 SURVEYORS

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Do Safety
New York
 800-852-7382



PROPERTY MAP

SECTION 36, BLOCK 3, LOT 24.21

DATE: 02/26/2010

SCALE: 1" = 100'

DATE: 02/26/2010

TIME: 10:00 AM

PROJECT: HOMEOWNERS ASSOCIATION

PREPARED BY: JMC

CHECKED BY: JMC

APPROVED BY: JMC

PROPERTY MAP

SECTION 36, BLOCK 3, LOT 24.21

DATE: 02/26/2010

TIME: 10:00 AM

PROJECT: HOMEOWNERS ASSOCIATION

PREPARED BY: JMC

CHECKED BY: JMC

APPROVED BY: JMC

PROPERTY MAP

SECTION 36, BLOCK 3, LOT 24.21

NO.	DESCRIPTION	AREA	REMARKS
1	SECTION 36, BLOCK 3, LOT 24.21	1.00	...
2	SECTION 36, BLOCK 3, LOT 24.21	1.00	...
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PROPERTY MAP

SECTION 36, BLOCK 3, LOT 24.21

DATE: 02/26/2010

TIME: 10:00 AM

PROJECT: HOMEOWNERS ASSOCIATION

PREPARED BY: JMC

CHECKED BY: JMC

APPROVED BY: JMC

JMC

HOMEOWNERS ASSOCIATION

SECTION 36, BLOCK 3, LOT 24.21

DATE: 02/26/2010

TIME: 10:00 AM

PROJECT: HOMEOWNERS ASSOCIATION

PREPARED BY: JMC

CHECKED BY: JMC

APPROVED BY: JMC

DATE: 02/26/2010

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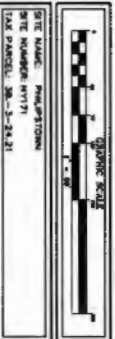
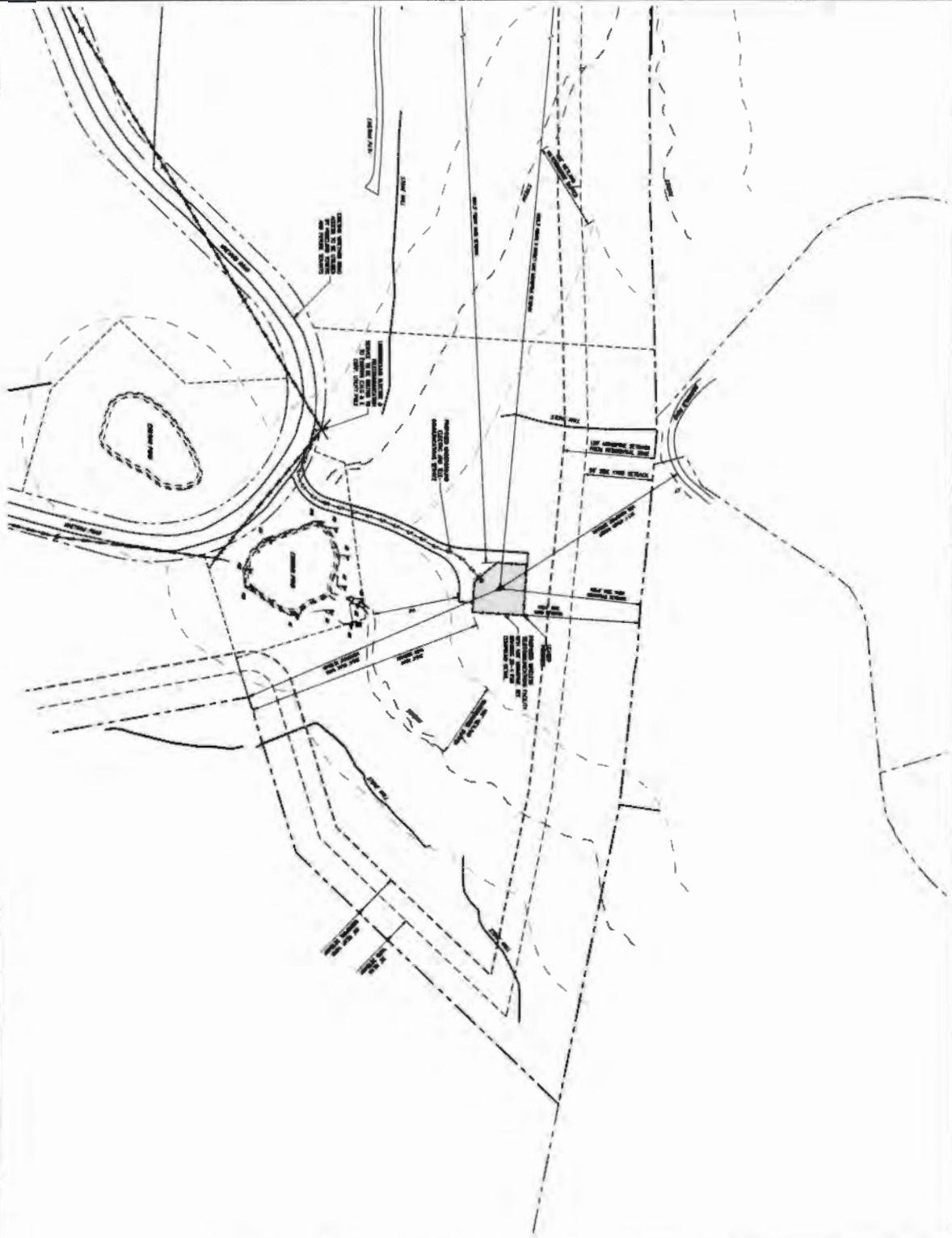
PROJECT: HOMEOWNERS ASSOCIATION

PREPARED BY: JMC

CHECKED BY: JMC

APPROVED BY: JMC

Dig Safety
 New York
 800-852-7882



NO.	REVISION	DATE
1	ISSUED FOR PERMITS	10/20/10
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9	ISSUED FOR PERMITS	10/20/10
10	ISSUED FOR PERMITS	10/20/10

THIS SITE PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

- NOTES:**
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. THE PROPOSED BUILDING IS TO BE CONSTRUCTED ON THE EXISTING LOT.
 3. THE PROPOSED DRIVE IS TO BE CONSTRUCTED TO THE EXISTING DRIVE.
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SYMBOL	DESCRIPTION
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(Symbol)	EXISTING UTILITY
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ZD-3



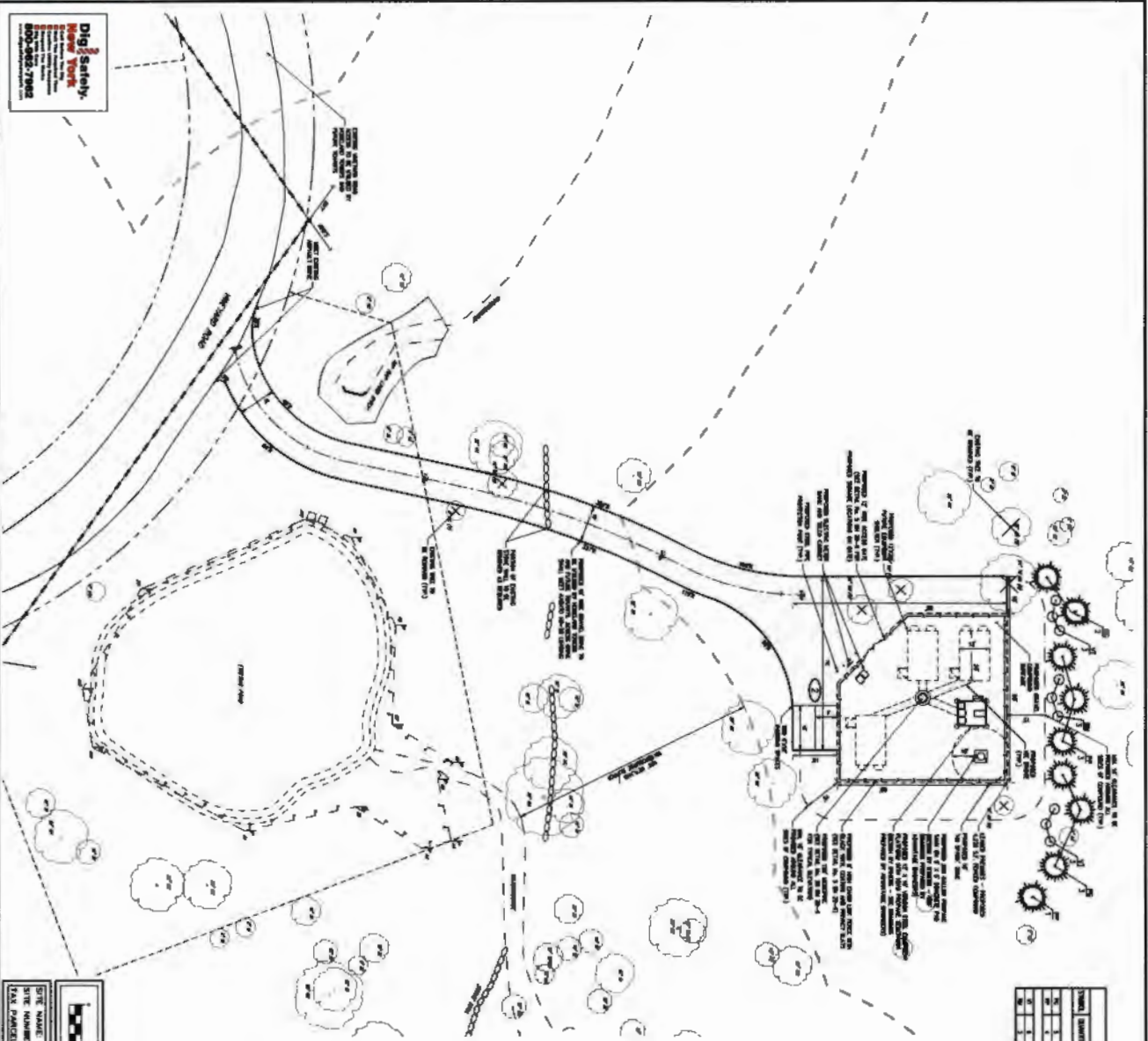
OVERALL SITE PLAN
HOMELAND TOWERS PHILPSTOWN
 50 VINEYARD ROAD
 TOWN OF PHILPSTOWN, NY



PREPARED BY: JMC
 DATE: 10/20/10

PROJECT
HOMELAND TOWERS, LLC
 9 HARMONY STREET, 2ND FLOOR
 DANBURY, CT 06810

Dig Safety.
New York
100-582-7982



PLANT SYMBOL	PLANT NAME	NO.	SIZE	LOCATION
(Symbol)	DOGWOOD	1	12"	...
(Symbol)

RET. REMOVAL TABLE	NO.	DESCRIPTION	DATE
(Symbol)	1
(Symbol)	2

CARRIER

Call for a list of carriers.

NOTICE

...

SIGN A

...

SIGN B

...

SIGN C

...

- NOTES:**
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DANBURY, CONNECTICUT, ORDINANCE NO. 10-10-01, AS AMENDED.
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND SHOWN ON THE PLAN.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF DANBURY, CONNECTICUT.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND SHRUBS.
 8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE CONSTRUCTION PROCESS.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LANDSCAPE FEATURES.
 10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

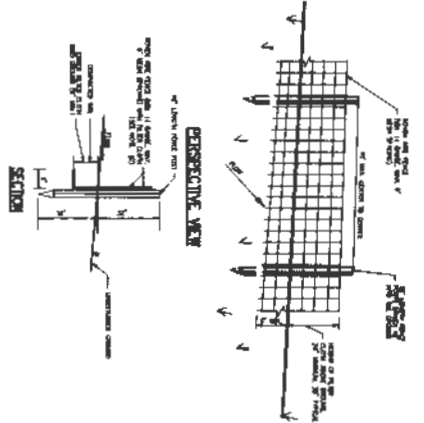
NO.	DESCRIPTION	DATE
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2	REVISION	...
3	REVISION	...
4	REVISION	...
5	REVISION	...

SITE LAYOUT AND LANDSCAPING PLAN
HOMELAND TOWERS PHILIPSTOWN
 50 VINEYARD ROAD
 TOWN OF PHILIPSTOWN, NY



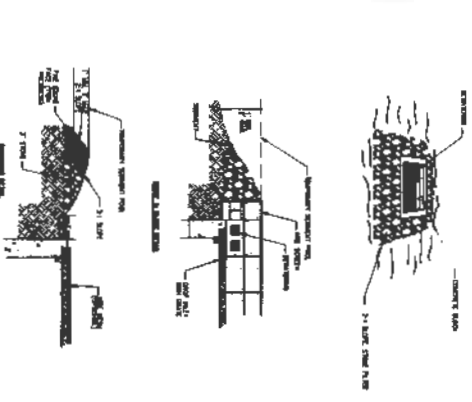
HOMELAND TOWERS, LLC
 9 HARMONY STREET, 2ND FLOOR
 DANBURY, CT 06810

ZD-4



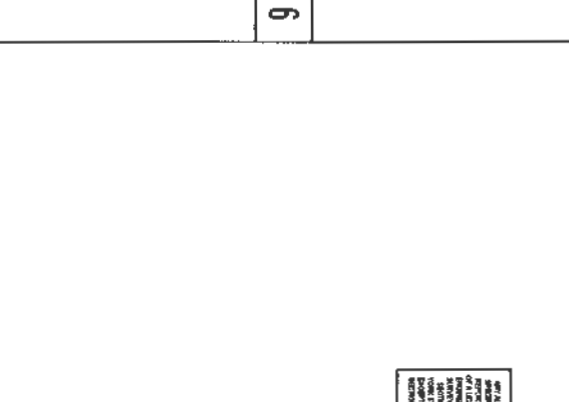
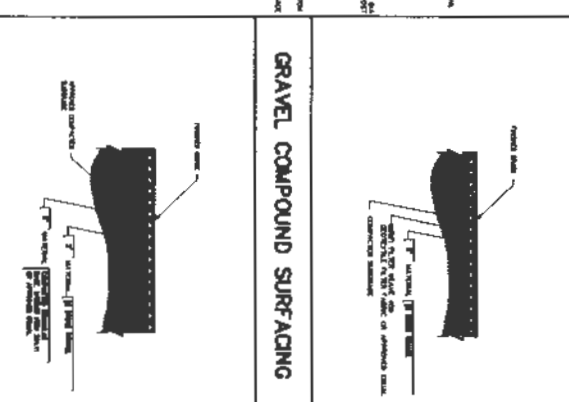
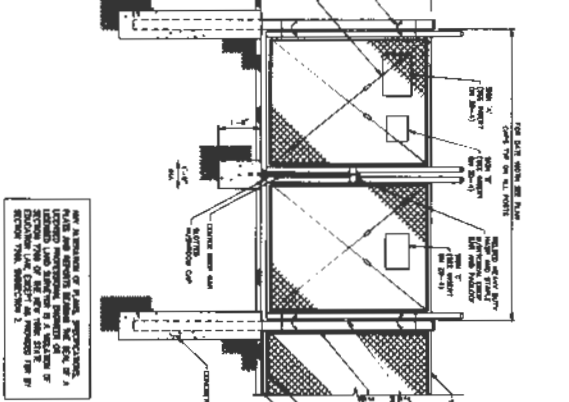
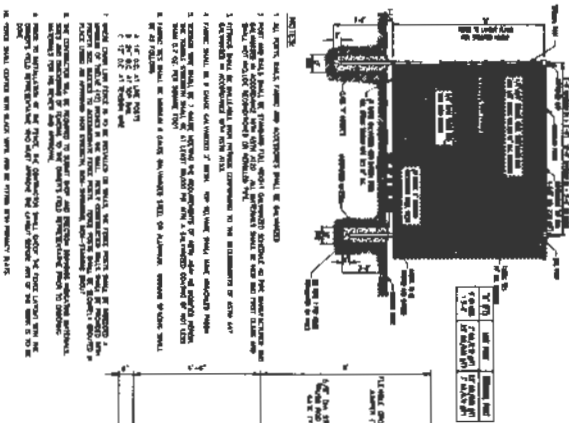
NOTES:

1. Silt fence shall be installed in accordance with the following:
2. The silt fence shall be installed in a trench 12" deep and 12" wide.
3. The silt fence shall be installed in a trench 12" deep and 12" wide.
4. The silt fence shall be installed in a trench 12" deep and 12" wide.



NOTES:

1. Stone and block drop inlet protection shall be installed in accordance with the following:
2. The stone and block drop inlet protection shall be installed in a trench 12" deep and 12" wide.
3. The stone and block drop inlet protection shall be installed in a trench 12" deep and 12" wide.
4. The stone and block drop inlet protection shall be installed in a trench 12" deep and 12" wide.



CONSTRUCTION DETAILS

HOMELAND TOWERS
PHILIPSTOWN
50 VINEYARD ROAD
TOWN OF PHILIPSTOWN, NY

JMC

DATE: 11/13/2010
DRAWN BY: JMC
CHECKED BY: JMC
APPROVED BY: JMC

NO.	REVISION	DATE	BY
1	ISSUED FOR PERMITS	11/13/2010	JMC
2	ISSUED FOR PERMITS	11/13/2010	JMC
3	ISSUED FOR PERMITS	11/13/2010	JMC
4	ISSUED FOR PERMITS	11/13/2010	JMC

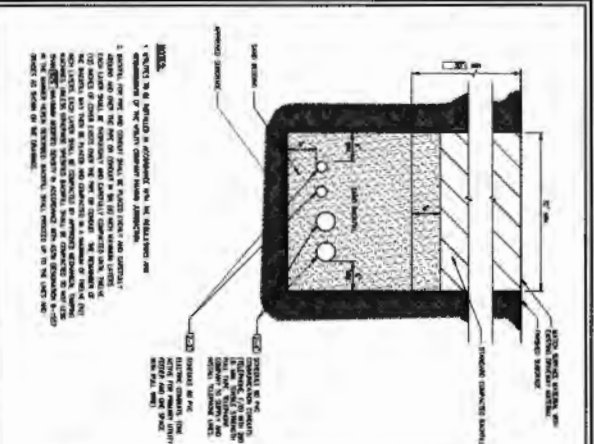
CHAIN LINK FENCE W/ ACCESS GATE
(GRADE MARK, COATED WITH FLUOROC POLYURETHANE)

SITE FACILITY ACCESS DRIVE

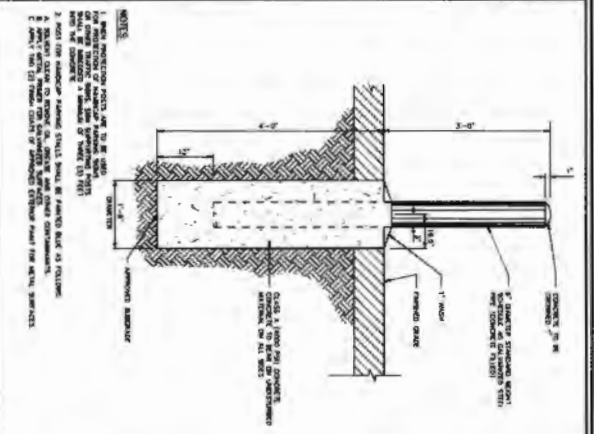
X

ZD-6

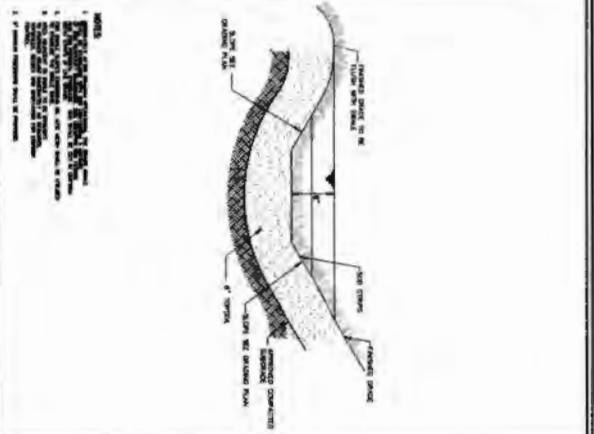
PHILIPSTOWN AND PHILIPSTOWN TOWNSHIP ENGINEERS AND ARCHITECTS, INC. 1000 ROUTE 28, PHILIPSTOWN, NY 12859
 518-537-1111 FAX 518-537-1112
 www.philipstownandphilipstown.com



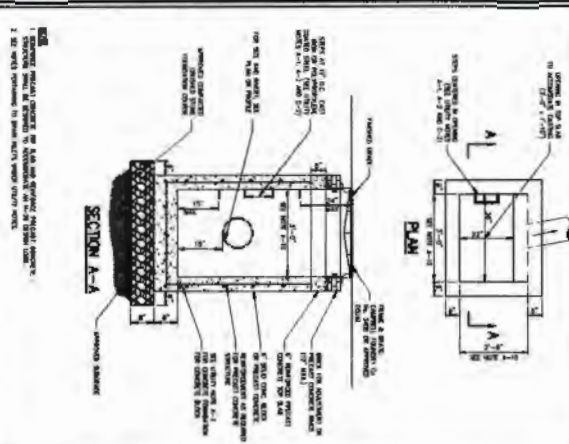
UTILITY TRENCH DETAIL



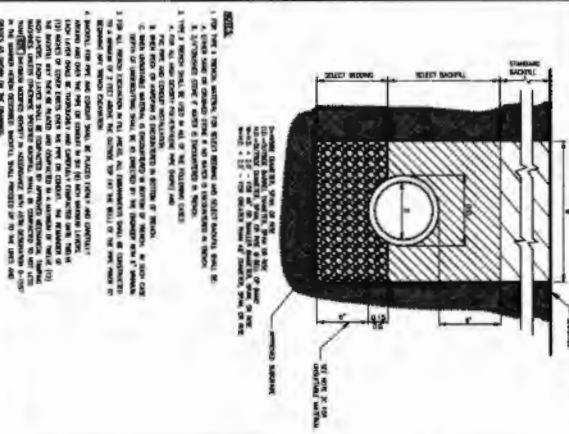
STEEL PIPE PROTECTION POST



GRASS SWALE



DRAIN INLET (TYPE D1)



TYPE II TRENCH

NOTES PERTAINING TO DRAIN INLETS

1. ALL DRAIN INLETS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SECTION 205.01.
2. THE CURB SHALL BE PRECAST CONCRETE WITH A MINIMUM STRENGTH OF 4000 PSI.
3. THE CURB SHALL BE INSTALLED ON A 4-INCH THICK BED OF SAND OR SAND AND GRAVEL.
4. THE CURB SHALL BE INSTALLED ON A 4-INCH THICK BED OF SAND OR SAND AND GRAVEL.
5. THE CURB SHALL BE INSTALLED ON A 4-INCH THICK BED OF SAND OR SAND AND GRAVEL.

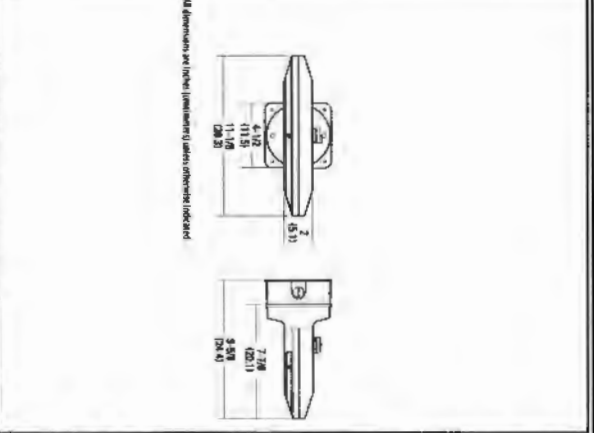
NOTES PERTAINING TO MANHOLES

1. ALL MANHOLES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SECTION 205.02.
2. THE MANHOLE SHALL BE PRECAST CONCRETE WITH A MINIMUM STRENGTH OF 4000 PSI.
3. THE MANHOLE SHALL BE INSTALLED ON A 4-INCH THICK BED OF SAND OR SAND AND GRAVEL.
4. THE MANHOLE SHALL BE INSTALLED ON A 4-INCH THICK BED OF SAND OR SAND AND GRAVEL.
5. THE MANHOLE SHALL BE INSTALLED ON A 4-INCH THICK BED OF SAND OR SAND AND GRAVEL.

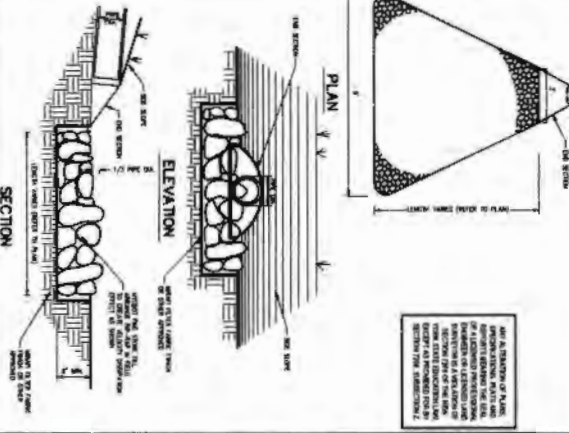
NOTES PERTAINING TO PRECAST CONCRETE STRUCTURES FOR STORM DRAINS, SANITARY SEWERS AND WATER LINES

1. ALL PRECAST CONCRETE STRUCTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SECTION 205.03.
2. THE STRUCTURES SHALL BE PRECAST CONCRETE WITH A MINIMUM STRENGTH OF 4000 PSI.
3. THE STRUCTURES SHALL BE INSTALLED ON A 4-INCH THICK BED OF SAND OR SAND AND GRAVEL.
4. THE STRUCTURES SHALL BE INSTALLED ON A 4-INCH THICK BED OF SAND OR SAND AND GRAVEL.
5. THE STRUCTURES SHALL BE INSTALLED ON A 4-INCH THICK BED OF SAND OR SAND AND GRAVEL.

UTILITY NOTES



LIGHTING STANDARD (OR APPROVED EQUAL)



RIP-RAP APRON

ZD-7

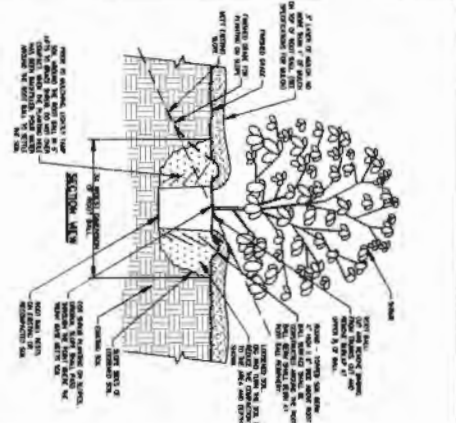
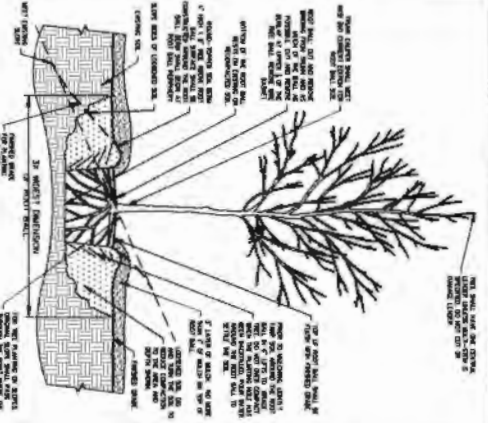
CONSTRUCTION DETAILS

HOMELAND TOWERS
 PHILIPSTOWN
 50 VINEYARD ROAD
 TOWN OF PHILIPSTOWN, NY

#	DATE	REVISION
1	06/28/2007	REVISED PER TOWN COMMENTS
2	06/25/2007	REVISED PER TOWN COMMENTS
3	06/25/2007	REVISED PER TOWN COMMENTS
4	06/25/2007	REVISED TOWER HEIGHT AND TYPE

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	TREE PROTECTION	TREE PROTECTION	TREE PROTECTION
X	17	18	19
X	X	X	X
X	X	X	X



THE DISTRICT OF PLANNING AND ZONING HAS REVIEWED THIS PLAN AND APPROVES THE SAME FOR THE PURPOSES OF THE ZONING ORDINANCE. THIS APPROVAL IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE DISTRICT OF PLANNING AND ZONING IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR FOR ANY CONSEQUENCES ARISING THEREFROM.

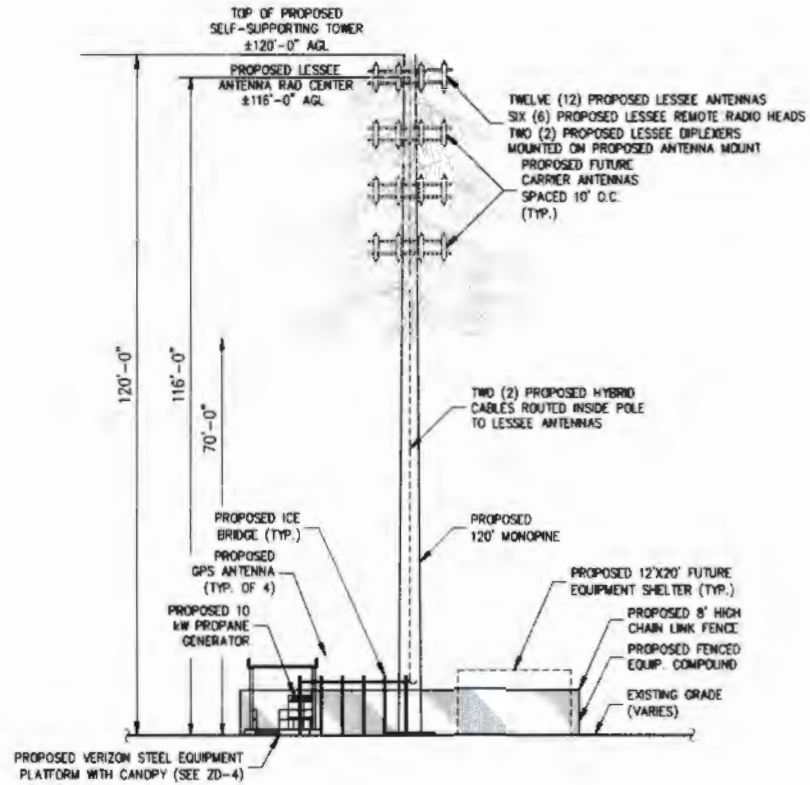
CONSTRUCTION DETAILS
HOMELAND TOWERS
PHILIPSTOWN
 50 VINEYARD ROAD
 TOWN OF PHILIPSTOWN, NY



REV	REVISION	DATE	BY
1	REVISED PER TOWN COMMENTS	08/23/2011	PD
2	REVISED PER TOWN COMMENTS	08/27/2011	PD
3	REVISED TO INCLUDE PLANTING DETAILS	12/17/2011	PD
4	REVISED OWNER HOBBY AND TYPE	06/10/2012	JM

ZD-8
 DISTRICT OF PLANNING AND ZONING
 50 VINEYARD ROAD
 PHILIPSTOWN, NY 12559
 TEL: 518/537-1234
 FAX: 518/537-1234
 WWW.PHILIPSTOWN.NY.GOV

NOTICE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE CONSTRUCTION.



ANTENNA ELEVATION (TYP.)
(1" = 10')

NO.	REVISION	DATE	BY



CONSTRUCTION DETAILS
HOMELAND TOWERS
PHILIPSTOWN
 50 WHEATYARD ROAD
 TOWN OF PHILIPSTOWN, NY

DATE	BY	REVISION	BY
08/10/2019	A.T.S.		

SCALE	1" = 10'
PROJECT NO.	15004
DRAWING NO.	ZD-9