

FIRST AMENDMENT TO SITE LEASE  
BETWEEN THE COUNTY OF ALBANY  
AND T-MOBILE USA TOWER, LLC, BY AND THROUGH  
CCTMO LLC, A DELAWARE LIMITED LIABILITY COMPANY  
FOR LEASE OF LAND WITHIN ALBANY COUNTY HOCKEY  
FACILITY FOR CELLULAR TOWER USE

Amendment authorized by **Resolution No. 186 of 2016**

(Original Contract Pursuant to **Resolution No.466 of 2007**)

This First Amendment to Site Lease ("Amendment") is made by and between the COUNTY OF ALBANY, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office at 112 State Street, Albany, New York 12207 (hereinafter the "County"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company, acting by and through CCTMO LLC, a Delaware limited liability company whose offices are located at 2000 Corporate Drive, Canonsburg, Pennsylvania, 15317-8564 (hereinafter, the "Tenant", and together with the County may be referred to herein as the "Parties").

WHEREAS, the County, as landlord, and the Tenant, as tenant, are the current parties to that certain Site Lease last executed on April 28, 2008 (the "Lease"), regarding the lease of a 225 square feet area of the Albany County Hockey Facility, 830 Albany-Shaker Road, Albany, New York 12211, for the placement of a cellular telephone transmitter pursuant to Resolution 466 of 2007 (said leased portion, hereinafter being the "Facility"); and

WHEREAS, the Parties have previously extended their relationship from the Lease contemplated in Resolution 466 of 2007, by exercising the Lease's five-year renewal option; and

WHEREAS, the Parties wish to extend their relationship beyond the period of time anticipated by the Lease (that period expiring on December 31, 2017); and

WHEREAS, the County Legislature has authorized, through **Resolution 186 of 2016**, to extend the Lease for an additional five (5)-year period starting on January 1, 2018, and ending upon December 31, 2022, and to provide for an additional five (5)-year renewal option, commencing on January 1, 2023, should such option be exercised, for consideration that Tenant is willing to provide; and

WHEREAS, the County and Tenant wish to memorialize their agreement on these terms through an amendment to the existing contract.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

JB 10/4/16 Doc Type I  
824556 514044

A. That the Lease at ARTICLE 3: TERM be amended to include the following at the end thereto:

Second Renewal: Commencing on January 1, 2018, the Parties agree to extend this Lease for an additional five (5) years (January 1, 2018---December 31, 2022). Commencing on January 1, 2023, the Parties, upon mutual assent, shall have the right to extend this Lease for one (1) renewal option for an additional five (5) years by providing written notice to each other at least one hundred twenty (120) days prior to January 1, 2023, and thus, if exercised, extend the term of the Lease to December 31, 2027, unless otherwise sooner terminated as provided for herein.

B. That the Lease ARTICLE 4: RENT be amended to include the following at the end thereto:

Notwithstanding the foregoing, commencing on January 1, 2016, the Tenant agrees to pay and the County agrees to accept a rent for the first year (January 1, 2016—December 31, 2016) of SEVENTEEN THOUSAND, THREE HUNDRED AND NINETY-ONE DOLLARS AND 77/100 DOLLARS (\$17,391.77) and said rent is to be increased three percent (3%) on each anniversary of the commencement date of this Lease (January 1st). Such rent escalations shall replace any rent escalations currently in this Lease.

C. That the Lease ARTICLE 25: NOTICE be amended by supplementing Tenant's notice address with the following:

with a copy to: T-Mobile USA Tower LLC  
c/o Crown Castle USA Inc.  
General Counsel  
Attn: Legal-Real Estate Department  
2000 Corporate Drive  
Cannonsburg, Pennsylvania 15317-8564

D. As additional consideration for amending the Lease in accordance with this Amendment, Tenant agrees to pay County FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) within sixty (60) days of full execution of this Amendment by both Parties.

E. Representations, Warranties and Covenants of County. County represents, warrants and covenants to Tenant as follows:

- a. County is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of County's obligations under the Lease as amended hereby.
- b. Except as expressly identified in this Amendment, County owns the Facility free and clear of any mortgage, deed of trust, or other lien secured by any

legal or beneficial interest in the Facility, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

- c. Upon Tenant's request, County shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Facility.
  - d. Upon Tenant's request, County shall cure any defect in County's title to the Facility which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Facility.
  - e. Tenant is not currently in default under the Lease, and to County's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.
  - f. County agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Facility under the Lease as amended hereby.
- F. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Facility and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Amendment.
- G. IRS Form W-9. County agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event the Facility is transferred, the succeeding County shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new County. County's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.


- H. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Amendment is hereby amended to be consistent with this Amendment. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

**COUNTY OF ALBANY**

DATED: 9/26/16

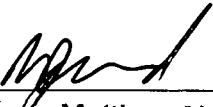
BY:   
Daniel P. McCoy  
Albany County Executive

or

Philip F. Calderone, Esq.  
Deputy County Executive

**T-MOBILE USA TOWER LLC,  
a Delaware Limited Liability Company**

By: CCTMO LLC,  
a Delaware limited liability company,  
its Attorney-in-Fact

BY:  (SEAL)  
Print Name: Matthew Norwood  
Title: Real Estate Transaction Manager

DATED: 09/07/16

STATE OF NEW YORK )

COUNTY OF ALBANY ) SS.:

~~On the \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.~~

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK )

COUNTY OF ALBANY ) SS.:

On the 26<sup>th</sup> day of September, 2016, before me, the undersigned, a notary public in and for the state, personally appeared Philip Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

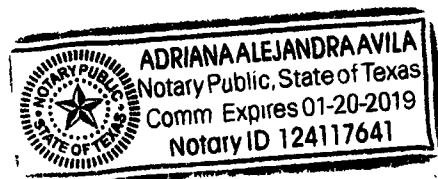
Michael A. Lalli  
NOTARY PUBLIC

MICHAEL A. LALLI  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01LA6322012  
Qualified in Albany County  
My Commission Expires March 30, 2019

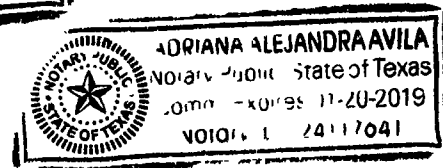
STATE OF NEW YORK )

COUNTY OF ALBANY ) SS.:

On the 7 day of September, 2016, before me, the undersigned, a notary public in and for the state, personally appeared Matthew Norwood, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.



*Adriana Alejandra Avila*  
NOTARY PUBLIC



3A1A022E

SITE LEASE  
between  
THE COUNTY OF ALBANY  
and  
OMNIPOINT COMMUNICATIONS INC.  
a subsidiary of  
T-MOBILE, USA INC.

Lease Authorization: Resolution No.: 466 of 2007  
(Prior Lease Authorization: Resolution No. 384 of 1997)

This is a real property (communications tower) SITE LEASE made as of the last date signed below, by and between the County of Albany, New York, a municipal corporation organized under the laws of New York State, for its successors, assigns and legal representatives, (hereinafter referred to as "Landlord" or "County") and, Omnipoint Communications Inc., a Delaware corporation and subsidiary of T-Mobile USA Inc., 12920 SE 38<sup>th</sup> Street, Bellevue, WA, 98006 (New York address: 103 Monarch Drive, Liverpool, New York 13088) doing business in New York (hereinafter referred to as "Tenant" or "Lessee"), the Landlord and the Tenant may herein also be referred to as the "Party" or together the "Parties".)

For the respective consideration hereinafter set forth, the Parties covenant and agree as follows:

**ARTICLE 1: LETTING**

The Landlord hereby leases to the Tenant and the Tenant hereby hires from the Landlord premises described on attached Exhibit A, property located at the grounds of the Albany County Hockey Facility, 830 Albany-Shaker Road, Albany, New York 12211, (hereinafter "Facility") for the term of this lease, subject to the terms, covenants, and conditions hereinafter set forth, to which Landlord and Tenant mutually agree.

**ARTICLE 2: PREMISES, EQUIPMENT, INSTALLATION**

Facility space depicted in Exhibit A attached hereto, to include but not be limited to:

Tenant shall be permitted: exterior ground space for installation of a base transmission station and PCS antennas; Facility space for placement of base station equipment as depicted on Exhibit A or as may be determined between the Parties; Facility property and space required for cable runs to connect base station equipment, panel antennas and microwave dishes as depicted on Exhibit A.

The Landlord leases the Facility space together with a license for reasonable access, and, for appropriate sources of electric and telephone facilities as may be determined between the Parties. The site shall be used by Lessee for the purpose of installing, removing, replacing, maintaining and operating, at Lessee sole expense, a personal communications service system (hereinafter "PCS"), including, related antenna, equipment and fixtures as approved by the Landlord. Lessee shall use the site in a manner which shall not unreasonably disturb Landlord's staff, Facility users, or Facility operations.



Tenant shall remove equipment from the site upon ninety days prior written notice from Landlord. Tenant shall cooperate with Landlord to ensure no radio interference for other tenants, if any, at the site is generated from Tenant equipment. Tenant shall ensure that Tenant equipment is installed and meets generally accepted industry standards and all government and regulatory codes.

Lessee shall resolve technical interference issues with other equipment at the site, or with any equipment which shall be installed at Landlord's discretion at any future date. Lessee shall not install and/or run any equipment at the site which results in any technical interference with Landlord equipment or any equipment of any other lessee, if any. In the event the County makes other radio or broadcast use or other transmission of wireless voice and data of the property, Lessee shall take all steps necessary to cooperate with Landlord to prevent any technical interference.

### ARTICLE 3: TERM

The Lease term shall begin January 1, 2008, or upon the date last signed below, and continue through midnight December 31, 2012.

Renewal: in the sole discretion of the County the Lease may be offered to Tenant for one, five year renewal, as may be authorized by the Albany County Legislature. Tenant shall have right of first refusal to enter into a renewal lease for the subject premises. Tenant shall exercise the right of first refusal by written notice to the County at least one hundred twenty days prior to the expiration of the term, or any extended term. In the event Tenant fails to so notify the County, the right of first refusal lapses for all terms, this Lease shall expire at the end of the stated term, and the County is free to negotiate and lease to others at the end of the term.

### ARTICLE 4: RENT

In consideration of the terms, conditions and obligations of this Lease, the Lessee shall pay and Landlord shall accept TWELVE THOUSAND (\$12,000.) DOLLARS per year (first payment due within ten days of execution of this Lease), and annually thereafter on each anniversary of the commencement date, partial years, if any, shall be prorated based upon commencement date. The annual rent shall increase five (5%) per cent, per year, every anniversary of the commencement date for the duration of the Lease.

### ARTICLE 5: COOPERATION

In the circumstance of any construction, reconstruction and/or renovation of the Facility, Lessee shall work cooperatively with the County and its agents so as not to delay, obstruct or impede any construction or renovation or any other work undertaken by the County at the Facility. The County reserves the right to unilaterally terminate this Lease if, in the sole opinion of the County, Lessee has taken, or has failed to take, any action which has delayed, obstructed or impeded construction or renovation of the Facility. Lessee shall additionally indemnify the County for any construction and/or renovation delay caused by Lessee. Lessee additionally warrants that it shall indemnify the County for any repairs the County must make due to any puncture, damage or injury to the Facility roof, façade, grounds, or any other portion of the Facility, its improvements and/or grounds caused by Tenant, its agents or invitees.

Lessee shall take all reasonable efforts to give prior phone and written notice to the Facility Manager or his designee regarding access, maintenance, and/or repairs to Lessee's equipment at the Facility. Lessee, its employees, agents and contractor shall not unreasonably interfere with the primary use of the Facility by the County.

#### ARTICLE 6: HOLDOVER

Any holdover after the expiration of the term or any extensions thereof shall be construed to be a month-to-month tenancy, and shall otherwise continue on the terms and conditions herein specified, as far as applicable.

#### ARTICLE 7: ELECTRICAL SERVICE AND EQUIPMENT

The County shall cooperate with Tenant in any effort by Tenant to obtain utilities from locations approved by the Landlord in cooperation with the service utility. In the event electric power is provided by the County, Lessee shall install an electric meter and usage shall be read by the County, or, at the County's sole option, by Lessee, and the cost of electricity used by Lessee shall be paid by Lessee to the County as an annual cost, computed at the then current public utility rate, separate from the rent identified in this Lease.

#### ARTICLE 8: HVAC

No HVAC service is required of Landlord.

#### ARTICLE 9: WATER

No water service is required of Landlord, unless to supply a fire suppression system in lieu of fire extinguishers, all as shall be determined between the Parties.

#### ARTICLE 10: ACCESS

Landlord shall not unreasonably withhold access to the Facility grounds, including emergency access in the event of an imminent threat to the structure or premises, or, to the Landlord's ability to provide services in accordance with this Lease.

#### ARTICLE 11: JANITORIAL, MAINTENANCE AND LANDSCAPING SERVICES

11 a. Landlord shall provide all janitorial and/or maintenance services at the Facility and grounds to reasonably avoid natural or manmade disturbance of Tenant's equipment.

11 b. Landlord shall provide all landscaping services outside the building and premises to ensure Tenant has reasonably clear and free physical access to the subject premises.

11 c. Landlord shall maintain and keep in good order, condition, and repair the parking area and vehicular approach areas to ensure Tenant has reasonably clear and free physical access to the subject premises.

## ARTICLE 12: PARKING AND SNOW REMOVAL

12 a. Tenant is entitled to park limited numbers of vehicles in parking areas of the premises for reasonable periods of time necessary to perform equipment installation and maintenance.

12 b. Landlord shall supply all snow removal at a schedule commensurate with the function of the premises, in the discretion of the Landlord.

## ARTICLE 13. REPAIRS

13 a. The Landlord shall take good care of the Facility property throughout the lease term, including the exterior grounds and parking areas, and shall make all repairs necessary to put and keep the premises in good order and condition without cost to Tenant, except repairs required as a result of the acts of the Tenant or its employees or agents which shall be the responsibility of the Tenant.

13 b. Tenant shall at all times keep the premises and the building free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Landlord shall have the right to post and keep posted on the premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of the Landlord, the premises and the building from such liens.

13 c. Tenant shall not make, suffer or permit to be made any alterations, additions or improvements to or of the premises or any part thereof, or attach any fixtures or equipment thereto, without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld. Any such alterations, additions or improvements to the premises consented to by Landlord shall be made by Tenant at Tenant's expense.

13 d. Tenant structural improvements, if any, except personal property and equipment, shall become Landlord's property at the expiration or earlier termination of the term hereof and shall remain on the premises without compensation to Tenant.

## ARTICLE 14: COMPLIANCE WITH LAW

14 a. Landlord shall, at its own cost and expense ensure that the premises comply with all laws, rules, orders, ordinances, codes and regulations at any time issued or in force, applicable to the structure of the demised premises, of the city, county or other municipality, state or federal governments, and each and every department, bureau and official thereof, and of any insurance services organizations having jurisdiction in the premises. The Tenant agrees that it will comply with all laws, rules, codes and regulations applicable to the use and occupancy of the premises and that it will not use the premises for any purpose, which shall be violative of applicable laws, rules, orders, ordinances, codes and regulations. Tenant shall be responsible for payment of all taxes, if any, assessed directly upon or arising solely from its use of the site.

14 b. Notwithstanding this Agreement, in the event there is a determination or order made by the Federal Communications Commission that Tenant's use of the site poses a human health hazard with cannot be remediated, Tenant shall immediately cease all operations at the Facility, and, this Lease shall terminate as of the date of such order or determination.

#### ARTICLE 15: LANDLORD RIGHT OF ENTRY

Landlord shall retain all rights, at all usual and proper times, to enter areas of the premises containing Tenant's equipment for the purposes of inspection or sale; and to comply with all governmental orders and requirements applicable to the Facility and grounds. The Landlord, in exercising the right under this article shall not unreasonably interfere with the Tenant's access, use and occupancy of the premises. Landlord will take reasonable precautions to respect the confidentiality and protect the physical integrity of Tenant's equipment in the event of entry by the Landlord.

#### ARTICLE 16: SIGNS

Landlord retains all approval rights regarding signage at the premises. Tenant shall not install any signs or postings at the site without the prior consent of Landlord.

#### ARTICLE 17: SUBLETTING/ASSIGNMENT

Tenant shall not at any time during the term of this Lease have the right to sublet all or any part of the premises or assign this Lease or any right or interest therein, without the prior written consent of Landlord.

#### ARTICLE 18: DESTRUCTION OF PREMISES/EMINENT DOMAIN

18 a. If the demised premises is destroyed or so injured by fire or the elements or any cause as to render the premises totally untenable or unfit for occupancy for the Tenant's use, Landlord may, at its election rebuild the premises to the same capacity and quality provided Landlord so notifies Tenant in writing within thirty (30) days after the date of destruction. From the date the premises are damaged through the date a permanent certificate of occupancy is issued for the replacement building, all County obligations under this Lease shall abate. In the event Landlord fails to notify Tenant of its election to rebuild within the thirty (30) day notice period described above, then Tenant may at its sole discretion serve written notice upon Landlord to cancel its obligation under the lease and to vacate the premises, in which event Tenant obligations shall abate from the time of destruction and Tenant shall be relieved of any further liability under the Lease.

18 b. If however, the demised premises shall be so injured by any cause as to be rendered partially unfit for occupancy, then the Landlord may, at its sole option, repair the same with reasonable promptness.

18 c. All improvements or betterments placed by the Tenant on the demised premises shall, however, in any event be repaired and replaced by the Tenant at Tenant's expense and not at the expense of the Landlord, provided the injury and damage to such improvements or betterments have been caused without the fault of neglect of the Landlord, its agents or employees.

18 d. In the event the demised premises are destroyed or injured by fire or the elements or any other cause known to the Tenant, the Tenant shall give notice thereof to the Landlord with reasonable promptness.

## ARTICLE 19: INSURANCE

Tenant, at its cost and expense, shall maintain in force throughout the term of this Lease, or any extension or renewal thereof, from an insurance company authorized to do business in the State of New York, a combined single limit (bodily injury and property damage on an occurrence basis) public liability insurance policy, applicable solely to Tenant's equipment, employee or agents acts, and obligations under this Lease, with workers compensation insurance commensurate with Tenant's operations, with limits in amounts determined in by agreement with Landlord. The policies shall name Landlord, its successors and/or assigns, as an additional insured. The Tenant shall deliver certificates of such insurance to Landlord prior to the beginning of the term of this Lease and thereafter not less than thirty (30) days prior to the expiration of any such policy. All such policies shall contain a provision that Landlord shall receive at least thirty (30) days notice prior to material change or cancellation.

## ARTICLE 20: INDEMNIFICATION

The Parties shall indemnify and hold harmless each other, their officers, administrators employees, agents, representatives, or invitees, from any negligent or intentional act or omission of the indemnifying Party or its officers, administrators, employees, agents, representatives, or invitees. The provisions of this article shall survive the termination of this Lease with respect to any damage, injury or death prior to its termination.

## ARTICLE 21: REAL ESTATE TAXES

Tenant has no responsibility for real estate taxes or any other municipal charges and assessments.

## ARTICLE 22: SUBORDINATION

This Lease is subject and subordinate to all ground or underlying leases, and to all mortgages which may now or hereafter affect such leases, or the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. However, no personal property or trade fixtures owned or removable by the Tenant shall be subject to the lien of paramount mortgages. This provision shall be self-operative, and any mortgagee shall require no further instrument of subordination.

## ARTICLE 23: QUIET ENJOYMENT

Landlord covenants with the Tenant that the Tenant, on complying with the terms of the Lease, Tenant shall and may peacefully and quietly have and enjoy the subject premises.

## ARTICLE 24: SURRENDER OF LEASE

Tenant shall at the end of the term quit and surrender the demised premises in as good order and condition as when received, normal wear and tear and damage by the elements, including fire, excepted.

## ARTICLE 25: NOTICE

Notices between the Parties shall be deemed to be duly given if mailed by registered or certified mail, addressed to the Parties as follows and are deemed delivered three business days after mailing:

### LANDLORD/COUNTY

Facility Manager  
Albany County Hockey Facility  
830 Albany Shaker Road  
Albany, New York 12211

### TENANT

Omnipoint Communications Inc.  
c/o T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator

## ARTILCE 26: NEW LANDLORD

In the event the demised premises or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if the Landlord shall sell, convey, transfer or assign this lease or rents due under this Lease, or if for any reason there shall be a change in the manner of which rental reserved hereunder shall be paid to the Landlord, prior written notice of such change shall be delivered immediately by the Landlord to the Tenant at the address set forth above. No notice given to the Tenant in the cases provided in this paragraph shall be deemed sufficient until delivered as herein provided.

## ARTICLE 27: MERGER

It is understood and agreed by and between the Parties that no representations or promises have been made in respect to the demised premises other than those contained herein.

## ARTICLE 28: NO DEVIATIONS

It is understood and agreed by and between the Parties that the County is not authorized to allow any deviations from the provisions of this Lease, including substitutions for, or additions to, items of construction or alterations, or commit the County in any way, absent further approval of the County Legislature.

## ARTICLE 29: REMOVAL OF PERSONAL PROPERTY

Any and all articles of personal property including, without limitation: all communications tower(s), business and trade fixtures, machinery, equipment, cabinets, and any and all other property owned or installed by the Tenant at its sole expense, are and shall remain the property of the Tenant and may be removed by it at any time during the Lease term, renewal, extension or holdover period. However, Tenant shall be required to remove such property at the end of the Lease term, renewal, extension or holdover period unless the Landlord agrees to the contrary, providing that if such property is removed, the cost of repairing any damage to the Facility and grounds arising from such removal shall be the Tenants.

#### ARTICLE 30: ALTERATIONS BY TENANT

It is understood and agreed by the Parties that during the Lease period, or holdover period, the Tenant reserves the right to make minor, non-structural alterations or installations sufficient to permit Tenant to conduct business. Any structural alterations shall be made by Tenant only upon prior authorization of Landlord, and whether made by the Tenant or the Landlord, shall become the property of the Landlord at the conclusion of the lease and any renewal periods exercised by the Tenant.

#### ARTICLE 31: NON-DISCRIMINATION

In accordance with Article 15 of the NYS Executive Law (also known as the Human Rights Law) and all other local, state and federal statutory and constitutional non-discrimination provisions, during the performance of its obligations under this Lease, Landlord agrees that it shall not, by reason of race, creed, color, national origin, age, gender, sexual orientation, disability, military or marital status: (a) discriminate in hiring or contracting with any person who is qualified and available to perform the Landlord services required under this agreement; or (b) discriminate against or intimidate any employee or contractor hired for the performance of work under this Agreement.

#### ARTICLE 32: HEADINGS

The headings as to contents of particular paragraphs herein are inserted only for convenience, and are in no way to be construed as a part of this Lease or as limitation of the scope of the particular paragraphs to which they refer.

#### ARTICLE 33: WAIVER

Waiver by either Party of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision, nor shall any custom or practice which may grow up between the Parties in the administration of the terms hereof be construed to waive or to lessen the right of either Party to insist upon the performance by the other Party in strict accordance with the terms of this Lease.

#### ARTICLE 34: DEFAULT

34 a. The occurrence of any failure to perform a term or condition of this Lease by a Party shall constitute a default.

34 b. Upon the occurrence of any default, the non-defaulting Party shall have the option, upon prior written notice to the defaulting Party, to terminate this Lease without fault.

#### ARTICLE 35: MISCELLANEOUS

35 a. In the event that, during the Lease term, there are changes to codes or regulations which result from Tenant's specific use and occupancy, the Tenant shall be responsible for the cost of compliance.

35 b. Nothing in this Lease is deemed to make or imply that Landlord and Tenant are partners or participants in a joint venture. Time is of the essence of this Lease and each and all

of its provisions. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the building and grounds as such interest is constituted from time to time.

35 c. The agreements, conditions and provisions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, executors, administrators, successors and assigns of the Parties. If any provision of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.

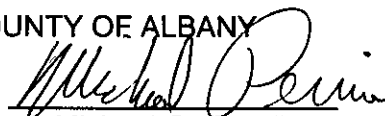
#### ARTICLE 36: TERMINATION

Either Party may terminate this Lease at any time, without cause, upon sixty days prior, written notice without further liability.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed in duplicate originals effective as set forth above.

COUNTY OF ALBANY

By:



Michael G. Breslin

County Executive

or

Michael D. Perrin

Deputy County Executive

OMNIPONT COMMUNICATIONS INC.

BY:



Dated:

4/28/08

Dated:

4/21/08



STATE OF NEW YORK       )  
COUNTY OF ALBANY       ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned, a notary public in and for the state, personally appeared Michael G. Breslin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK       )  
COUNTY OF ALBANY       ) SS.:

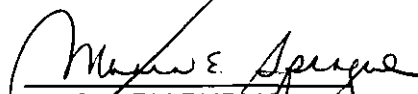
On the 28<sup>th</sup> day of April, 2008, before me, the undersigned, a notary public in and for the state, personally appeared Michael D. Perrin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
NOTARY PUBLIC

VIRGINIA L. OSMAN  
Notary Public, State of New York  
No. 010S6176561  
Qualified in Albany County  
Commission Expires October 25, 2011

Massachusetts  
STATE OF ~~NEW YORK~~       )  
COUNTY OF Bristol       ) SS.:

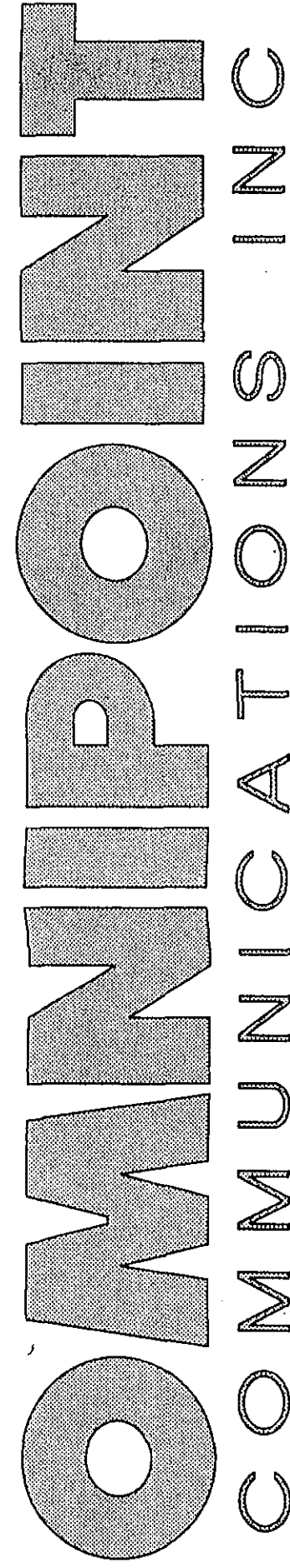
On the 21 day of April, 2008, before me, the undersigned, a notary public in and for the state, personally appeared Anne Patrick personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged 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.

  
NOTARY PUBLIC

My Commission Expires April 11, 2014

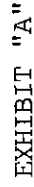
EXHIBIT A

(See following pages.)



# 3ALA02E

SITE NAME:  
ALBANY COUNTY HOCKEY RINK



SITE NUMBER:	2A-00032E
SITE NAME:	ALBANY COUNTY MOORE HOME
SITE ADDRESS:	830 ALBANY STREET ROAD COLLIER, NY 12271
PROPERTY OWNER:	LAWSON, JAMES 117 STATE ST. ALBANY, NY 12207
CONTACT PERSON:	ADRIAN - BERTHOUD
CONTACT PHONE:	518-467-7140
SECTION BLOCK & LOT NO.:	18.0--1-1521
CURRENT ZONING:	UNDEVELOPED
APPLICANT:	DUNFORD CONSULTATIONS, INC 2 MC CARTHY AVE LEHICAH, NEW YORK 12110

SHEET NO.	DESCRIPTION	REV. NO.	REVISION DATE
E-1	TITLE SHEET	0	3/1/78
E-2	PARTIAL TOPOGRAPHIC SURVEY *	0	3/1/78
E-3	SITE PLAN & ELEVATION	0	3/1/78
E-4	DETAILS & NOTES	0	3/1/78
E-5	ELECTRICAL DIAGRAMS & DETAILS	0	3/1/78
E-6	FOUNDING PLAN & NOTES	0	3/1/78
E-7	FOUNDING DETAILS	0	3/1/78
E-8	ELECTRICAL NOTES	0	3/1/78
E-9			
E-10			
E-11			
E-12			
E-13			
E-14			
E-15			
E-16			
E-17			
E-18			
E-19			
E-20			
E-21			
E-22			
E-23			
E-24			
E-25			
E-26			
E-27			
E-28			
E-29			
E-30			
E-31			
E-32			
E-33			
E-34			
E-35			
E-36			
E-37			
E-38			
E-39			
E-40			
E-41			
E-42			
E-43			
E-44			
E-45			
E-46			
E-47			
E-48			
E-49			
E-50			
E-51			
E-52			
E-53			
E-54			
E-55			
E-56			
E-57			
E-58			
E-59			
E-60			
E-61			
E-62			
E-63			
E-64			
E-65			
E-66			
E-67			
E-68			
E-69			
E-70			
E-71			
E-72			
E-73			
E-74			
E-75			
E-76			
E-77			
E-78			
E-79			
E-80			
E-81			
E-82			
E-83			
E-84			
E-85			
E-86			
E-87			
E-88			
E-89			
E-90			
E-91			
E-92			
E-93			
E-94			
E-95			
E-96			
E-97			
E-98			
E-99			
E-100			

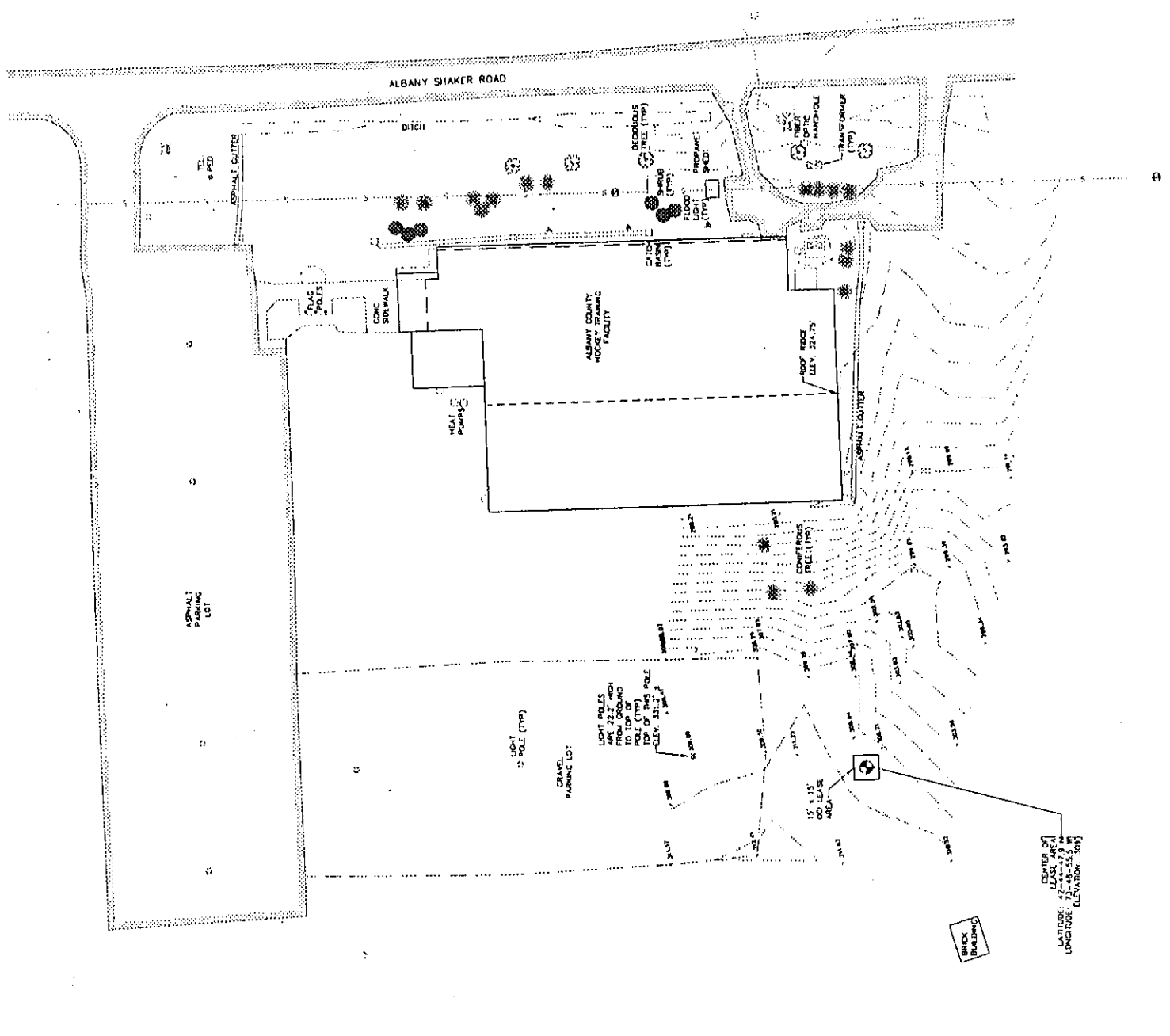
THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL ITEMS OF CONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS HAS BEEN REVISED AND ISSUED FOR CONSTRUCTION.

# SHEET INDEX

1  
 2  
 3  
 4  
 5  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28  
 29  
 30  
 31  
 32  
 33  
 34  
 35  
 36  
 37  
 38  
 39  
 40  
 41  
 42  
 43  
 44  
 45  
 46  
 47  
 48  
 49  
 50  
 51  
 52  
 53  
 54  
 55  
 56  
 57  
 58  
 59  
 60  
 61  
 62  
 63  
 64  
 65  
 66  
 67  
 68  
 69  
 70  
 71  
 72  
 73  
 74  
 75  
 76  
 77  
 78  
 79  
 80  
 81  
 82  
 83  
 84  
 85  
 86  
 87  
 88  
 89  
 90  
 91  
 92  
 93  
 94  
 95  
 96  
 97  
 98  
 99  
 100  
 101  
 102  
 103  
 104  
 105  
 106  
 107  
 108  
 109  
 110  
 111  
 112  
 113  
 114  
 115  
 116  
 117  
 118  
 119  
 120  
 121  
 122  
 123  
 124  
 125  
 126  
 127  
 128  
 129  
 130  
 131  
 132  
 133  
 134  
 135  
 136  
 137  
 138  
 139  
 140  
 141  
 142  
 143  
 144  
 145  
 146  
 147  
 148  
 149  
 150  
 151  
 152  
 153  
 154  
 155  
 156  
 157  
 158  
 159  
 160  
 161  
 162  
 163  
 164  
 165  
 166  
 167  
 168  
 169  
 170  
 171  
 172  
 173  
 174  
 175  
 176  
 177  
 178  
 179  
 180  
 181  
 182  
 183  
 184  
 185  
 186  
 187  
 188  
 189  
 190  
 191  
 192  
 193  
 194  
 195  
 196  
 197  
 198  
 199  
 200  
 201  
 202  
 203  
 204  
 205  
 206  
 207  
 208  
 209  
 210  
 211  
 212  
 213  
 214  
 215  
 216  
 217  
 218  
 219  
 220  
 221  
 222  
 223  
 224  
 225  
 226  
 227  
 228  
 229  
 230  
 231  
 232  
 233  
 234  
 235  
 236  
 237  
 238  
 239  
 240  
 241  
 242  
 243  
 244  
 245  
 246  
 247  
 248  
 249  
 250  
 251  
 252  
 253  
 254  
 255  
 256  
 257  
 258  
 259  
 260  
 261  
 262  
 263  
 264  
 265  
 266  
 267  
 268  
 269  
 270  
 271  
 272  
 273  
 274  
 275  
 276  
 277  
 278  
 279  
 280  
 281  
 282  
 283  
 284  
 285  
 286  
 287  
 288  
 289  
 290  
 291  
 292  
 293  
 294  
 295  
 296  
 297  
 298  
 299  
 300  
 301  
 302  
 303  
 304  
 305  
 306  
 307  
 308  
 309  
 310  
 311  
 312  
 313  
 314  
 315  
 316  
 317  
 318  
 319  
 320  
 321  
 322  
 323  
 324  
 325  
 326  
 327  
 328  
 329  
 330  
 331  
 332  
 333  
 334  
 335  
 336  
 337  
 338  
 339  
 340  
 341  
 342  
 343  
 344  
 345  
 346  
 347  
 348  
 349  
 350  
 351  
 352  
 353  
 354  
 355  
 356  
 357  
 358  
 359  
 360  
 361  
 362  
 363  
 364  
 365  
 366  
 367  
 368  
 369  
 370  
 371  
 372  
 373  
 374  
 375  
 376  
 377  
 378  
 379  
 380  
 381  
 382  
 383  
 384  
 385  
 386  
 387  
 388  
 389  
 390  
 391  
 392  
 393  
 394  
 395  
 396  
 397  
 398  
 399  
 400  
 401  
 402  
 403  
 404  
 405  
 406  
 407  
 408  
 409  
 410  
 411  
 412  
 413  
 414  
 415  
 416  
 417  
 418  
 419  
 420  
 421  
 422  
 423  
 424  
 425  
 426  
 427  
 428  
 429  
 430  
 431  
 432  
 433  
 434  
 435  
 436  
 437  
 438  
 439  
 440  
 441  
 442  
 443  
 444  
 445  
 446  
 447  
 448  
 449  
 450  
 451  
 452  
 453  
 454  
 455  
 456  
 457  
 458  
 459  
 460  
 461  
 462  
 463  
 464  
 465  
 466  
 467  
 468  
 469  
 470  
 471  
 472  
 473  
 474  
 475  
 476  
 477  
 478  
 479  
 480  
 481  
 482  
 483  
 484  
 485  
 486  
 487  
 488  
 489  
 490  
 491  
 492  
 493  
 494  
 495  
 496  
 497  
 498  
 499  
 500  
 501  
 502  
 503  
 504  
 505  
 506  
 507  
 508  
 509  
 510  
 511  
 512  
 513  
 514  
 515  
 516  
 517  
 518  
 519  
 520  
 521  
 522  
 523  
 524  
 525

<b>TECTONIC</b> <small>ENGINEERING CONSULTANTS, P.C.</small>		<small>2 NORTHWAY LANE LITTLE ROCK, AR 72205 OFFICE: (512) 783-1310 FAX: (512) 783-1544</small>										
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <b>COMMPOINT</b>  LANDLORD  LEASING  RF  CONSTRUCTION </div>		<small>APPROVALS</small> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <small>pm</small>  </div>										
<small>PROJECT NUMBER</small> 1876-022-E		<small>DRAWN BY</small> RHB										
<small>NO.</small> <small>DATE</small> <small>ISSUE</small>		<small>RELEASED BY</small> <small>DATE</small>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">0</td> <td style="width: 25%;">9/2/87</td> <td style="width: 70%;">FOR COMMENT</td> </tr> <tr> <td style="text-align: center;">1</td> <td>1/12/88</td> <td>PER DCD 16/88</td> </tr> <tr> <td style="text-align: center;">2</td> <td>3/4/88</td> <td>COMMENTS: COMMENT TYPE AND LOCATION NOT CD</td> </tr> </table>		0	9/2/87	FOR COMMENT	1	1/12/88	PER DCD 16/88	2	3/4/88	COMMENTS: COMMENT TYPE AND LOCATION NOT CD	<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <b>COMMPOINT</b>  COMMUNICATIONS, INC. </div>	
0	9/2/87	FOR COMMENT										
1	1/12/88	PER DCD 16/88										
2	3/4/88	COMMENTS: COMMENT TYPE AND LOCATION NOT CD										
<small>COMMPOINT COMMUNICATIONS, INC. 2 NORTHWAY LANE LITTLE ROCK, AR 72205 FAX: (512) 783-2359</small>		<small>SITE INFORMATION</small> 3AL0022E ALBANY COUNTY HOCKEY RINK 1830 ALBANY SHAKER RD T/O COLONIE ALBANY COUNTY NEW YORK, 12211										
<small>TITLE SHEET</small>		<small>SHEET TITLE</small> TITLE SHEET										
<small>SHEET NUMBER</small>		<small>SHEET NUMBER</small> T-1										

2000



BOUNDARY & TOPOGRAPHIC NOTES

A. THIS MAP HAS BEEN PREPARED FROM AN ADEQUATE FIELD SURVEY CONDUCTED BY THE ENGINEERING CONSULTANTS, P.C. ON FEBRUARY 14, 1978.

B. THE SURVEY DATA IS BASED ON THE DATA FROM THE SURVEY OF THE ELEVATION DATUM OF 100 FEET.

C. THE SURVEY MAP HAS BEEN PREPARED WITHOUT REGARD TO THE UNDERGROUND UTILITIES WHICH MAY BE LOCATED AT THE LOCATION OF THE SURVEYED PROPERTY. UTILITY RELOCATION SHALL BE THE RESPONSIBILITY OF THE OWNER. AVAILABLE RECORD INFORMATION, AND THE RECORD INFORMATION OF THE UNDERGROUND UTILITIES ARE SUBJECT TO REVISION OR FIELD VERIFICATION. U.T.C. SHOULD BE REVISIONED 10-20-78 FOR THE REVISION OF THE EXISTENCE OF ANY AND ALL UTILITY.

D. THE SURVEY MAP HAS BEEN PREPARED WITHOUT REGARD TO THE

## FAA 2--C CERTIFICATION

ENTER OF TOWER

ALTITUDE:	N 2744.73'	NAD 1983
COORDINATE:	N 0714555.5'	NAD 1983
GROUND ELEVATION:	309	(M FEET)
WGS 1983 DATUM:		

IT WAS IS TO CERTIFY THAT THE ABOVE INFORMATION IS PROVIDED TO THE FOLLOWING AGENCY:

5 FIFTY (50) FEET IN THE HORIZONTAL  
± TWENTY (20) FEET IN THE VERTICAL

CHARLES H. SMITH, P.L.S. 0001648

DATE: \_\_\_\_\_

TALE OF NEW YORK

## LEGEND

PROPERTY LINE	-----
LEASE LINE	-----
EASTING 2' CONTIGUOUS	----- 2' -----
EASTING 10' CONTIGUOUS	----- 10' -----
EASTING EDGE OF PARKING LOT	=====
EASTING SEWER	===== S =====
EASTING UTILITY HOLE	----- 7' -----
EASTING ENDING 4' WIDES	----- 4' 0" -----
EASTING FENCE	----- / -----
EASTING BRUSH LINE	~~~~~
EASTING TREE LINE	~~~~~

PARTIAL TOPOGRAPHIC SURVEY

0 1 2 3

ORIGINAL SIZE IN CM/INCHES

0 1 2 3

**ECTONIC** ENGINEERING  
CONSULTANTS P.C.

ORCHARD LANE  
HAW. NEW YORK 12112  
OFF (516) 783-1830  
F (516) 783-1544

APPROVALS

**P**oint \_\_\_\_\_  
**D**oord \_\_\_\_\_  
**S**ing \_\_\_\_\_  
**S**tuction \_\_\_\_\_

PROJECT NUMBER	DATE	ISSUE	DRAWN BY
3-022E			CHS

2/7/86	FOR SUBMITTAL
--------	---------------

DATE   RELEASE BY  

**OMNIPONT**  
COMMUNICATIONS, INC.

ONT COMMUNICATIONS, INC  
THIRD LANE  
M. NEW YORK 12110  
:(518) 782-7100  
(518) 782-2939

**INFORMATION**

A02ZE  
ANY COUNTY  
KEY RINK  
COLONIE  
ANY COUNTY  
YORK 12211

SHEET TITLE

TIAL  
OGRAPHIC  
VFY

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...
11	...	...	...	...
12	...	...	...	...
13	...	...	...	...
14	...	...	...	...
15	...	...	...	...
16	...	...	...	...
17	...	...	...	...
18	...	...	...	...
19	...	...	...	...
20	...	...	...	...
21	...	...	...	...
22	...	...	...	...
23	...	...	...	...
24	...	...	...	...
25	...	...	...	...
26	...	...	...	...
27	...	...	...	...
28	...	...	...	...
29	...	...	...	...
30	...	...	...	...
31	...	...	...	...
32	...	...	...	...
33	...	...	...	...
34	...	...	...	...
35	...	...	...	...
36	...	...	...	...
37	...	...	...	...
38	...	...	...	...
39	...	...	...	...
40	...	...	...	...
41	...	...	...	...
42	...	...	...	...
43	...	...	...	...
44	...	...	...	...
45	...	...	...	...
46	...	...	...	...
47	...	...	...	...
48	...	...	...	...
49	...	...	...	...
50	...	...	...	...
51	...	...	...	...
52	...	...	...	...
53	...	...	...	...
54	...	...	...	...
55	...	...	...	...
56	...	...	...	...
57	...	...	...	...
58	...	...	...	...
59	...	...	...	...
60	...	...	...	...
61	...	...	...	...
62	...	...	...	...
63	...	...	...	...
64	...	...	...	...
65	...	...	...	...
66	...	...	...	...
67	...	...	...	...
68	...	...	...	...
69	...	...	...	...
70	...	...	...	...
71	...	...	...	...
72	...	...	...	...
73	...	...	...	...
74	...	...	...	...
75	...	...	...	...
76	...	...	...	...
77	...	...	...	...
78	...	...	...	...
79	...	...	...	...
80	...	...	...	...
81	...	...	...	...
82	...	...	...	...
83	...	...	...	...
84	...	...	...	...
85	...	...	...	...
86	...	...	...	...
87	...	...	...	...
88	...	...	...	...
89	...	...	...	...
90	...	...	...	...
91	...	...	...	...
92	...	...	...	...
93	...	...	...	...
94	...	...	...	...
95	...	...	...	...
96	...	...	...	...
97	...	...	...	...
98	...	...	...	...
99	...	...	...	...
100	...	...	...	...

—

2 NORTHWAY LANE  
LATHAM, NEW YORK 12110  
OFFICE: (518) 783-1630  
FAX: (518) 783-1544

OWNIPONT  
LANDLORD  
LEASING  
RF  
CONSTRUC

PROJECT NUMBER	1878.022-E	NO. DATE	15JUL
DRAWN BY	RHD		

RELEASED BY DATE



**OMNI**PORT  
COMMUNICATIONS

QUINCY COMMUNICATIONS, INC.  
2 NORTHWAY LANE  
LATHAM, NEW YORK 12110  
OFFICE: (518) 782-7100  
FAX: (518) 782-2939

**DATE RECEIVED**

SHEET TITLE  
SITE PLAN  
& ELEVATION

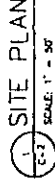
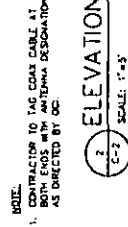
**Safety Number**

20

[illegible]

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWING.
2. RUBBISH, STUMPS, DEBRIS, STICKS, STINKES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
3. THE SITE SHALL BE GRADDED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE B15 INFRASTRUCTURE AND TOWER AREAS.
4. NO FILL OR SUBSTANTIAL MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR INFRASTRUCTURE.

EXISTING 2" CONTOURS  
EXISTING 10" CONTOURS  
EXISTING SEWER  
EXISTING UTILITY POLE  
CHANNEL FENCE  
UNDERGROUND UTILITIES  
EXISTING ASPHALT CUTTER





TECTONIC COMMUNICATIONS INC.  
2 NORTHWAY LANE  
ALBANY, NY 12210  
OFFICE: (518) 722-1830  
FAX: (518) 722-1844

APPROVALS  
OWNER: \_\_\_\_\_  
LANDLORD: \_\_\_\_\_  
LEASING: \_\_\_\_\_  
RF: \_\_\_\_\_  
CONSTRUCTION: \_\_\_\_\_

PROJECT NUMBER: 1878.022-E  
DRAWN BY: RHB  
NO. DATE: 5 3/1/98  
ISSUE: FOR COMMENT

RELEASED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

COMMPOINT COMMUNICATIONS INC.  
2 NORTHWAY LANE  
ALBANY, NY 12210  
OFFICE: (518) 722-1830  
FAX: (518) 722-1844

SITE INFORMATION  
3AL022E  
ALBANY COUNTY  
HOCKEY RINK  
830 ALBANY SHAKER RD  
T/O COLONIE  
ALBANY COUNTY  
NEW YORK, 12211

ELECTRICAL DIAGRAMS & DETAILS  
SHEET TITLE

SHEET NUMBER  
E-1

LEGEND

METER MAIN

GROUND CONDUCTOR BY CONTRACTOR

POWER CONDUIT AND WIRING

TELECOM WIRING

CABLED WIRE CONNECTION BY CONTRACTOR

CABLED CABLE SHEATH CONNECTION BY CONTRACTOR

COMPRESSION FITTING

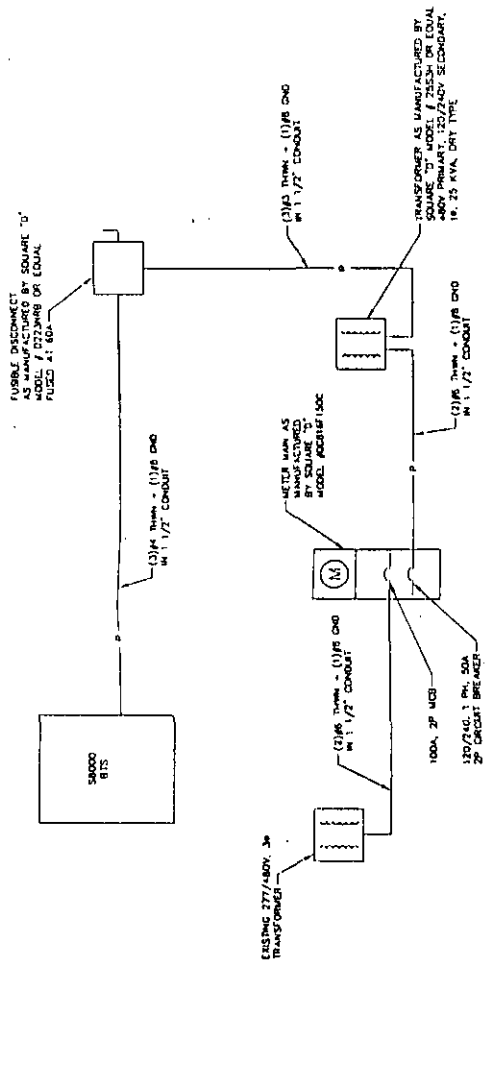
GROUND CONNECTION

DISCONNECT

TRANSFORMER

ABBREVIATIONS

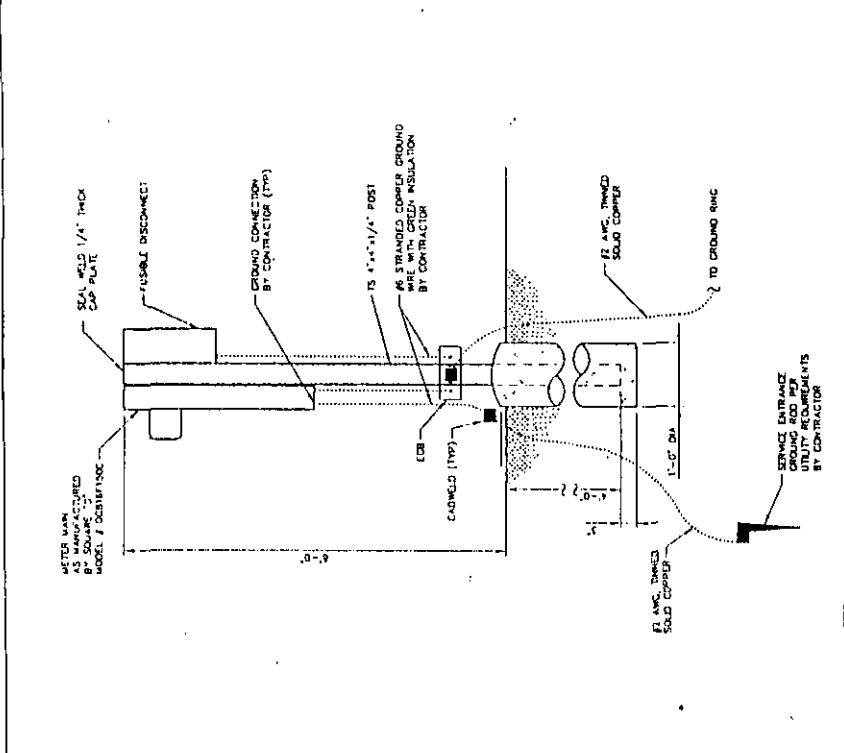
A	AMPERE	SW	SWITCH
C	CONDUIT	V	VOLT
D	GROUND	W	WIRE
KVA	KILOWATT HOUR	PH	PHASE
P	POLE	TDB	TOP GROUND BAR
W	WEATHERPROOF	WDB	MASTER GROUND BAR
SN	SOLID NEUTRAL	BDB	BOTTOM GROUND BAR
ECB	EQUIPMENT GROUND BAR		



NOTES:

1. REPLACE 1500 MAIN CIRCUIT BREAKER IN METER WITH 100A MAIN CIRCUIT BREAKER
2. RGS CONDUIT TO BE USED ABOVE GRADE
3. SD-40 PVC CONDUIT TO BE USED BELOW GRADE

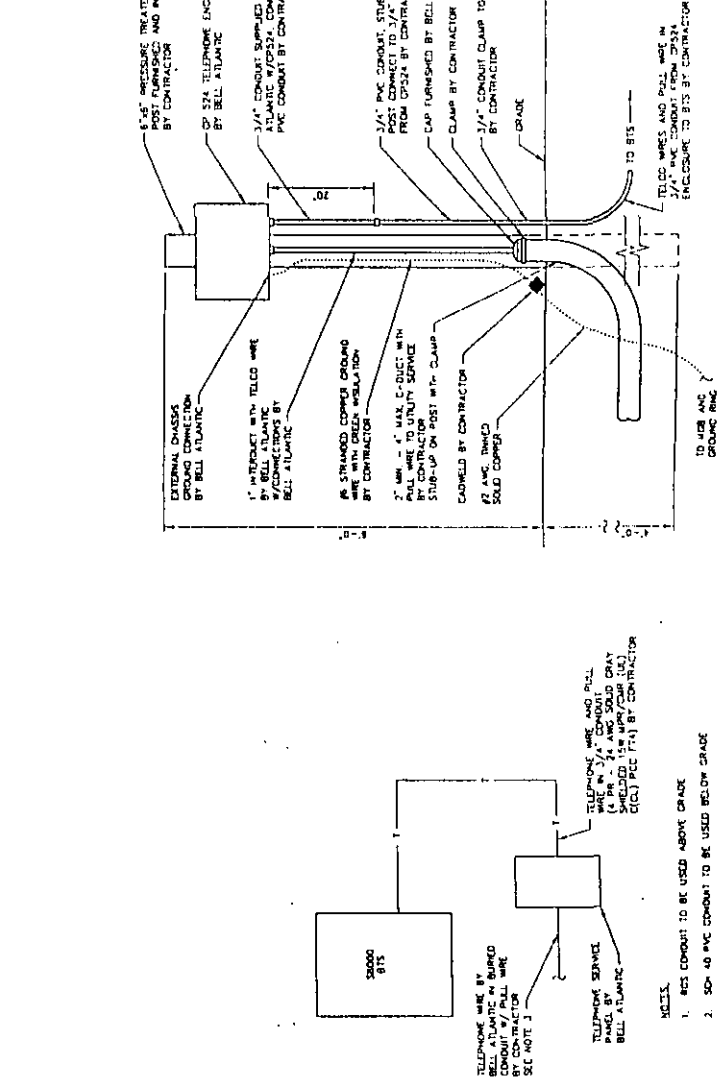
1. POWER DIAGRAM  
SCALE: NONE



NOTES:

1. ALL EQUIPMENT SHALL BE GROUNDED
2. ALL ELECTRICAL ENCLOSURES TO BE NEMA 3P RATED
3. SEE SITE PLAN FOR GENERAL ROUTING OF ALL CONDUITS. DETERMINE EXACT ROUTINGS IN FIELD
4. ELECTRICAL EQUIPMENT SHALL BE MIN. 3'-0" FROM ANY STRUCTURE
5. ALL CONDUITS TO BE WEATHERPROOF
6. ECB SHALL NOT BE LOCATED FROM SUPPORT POST

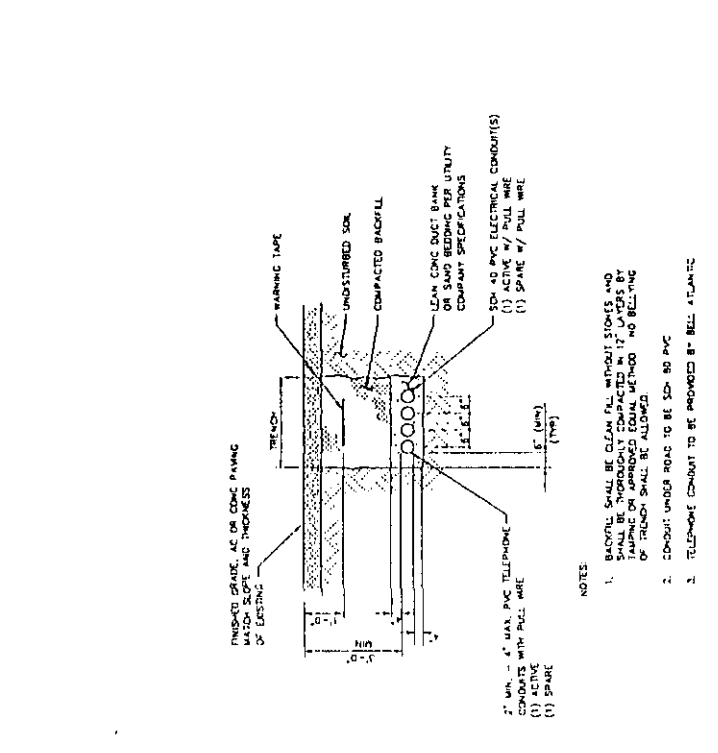
1. ELECTRIC SUPPORT POST  
SCALE: 3/4" = 1'-0"



NOTES:

1. RGS CONDUIT TO BE USED ABOVE GRADE
2. SD-40 PVC CONDUIT TO BE USED BELOW GRADE
3. CONDUIT TO BE PROVIDED BY BELL ATLANTIC

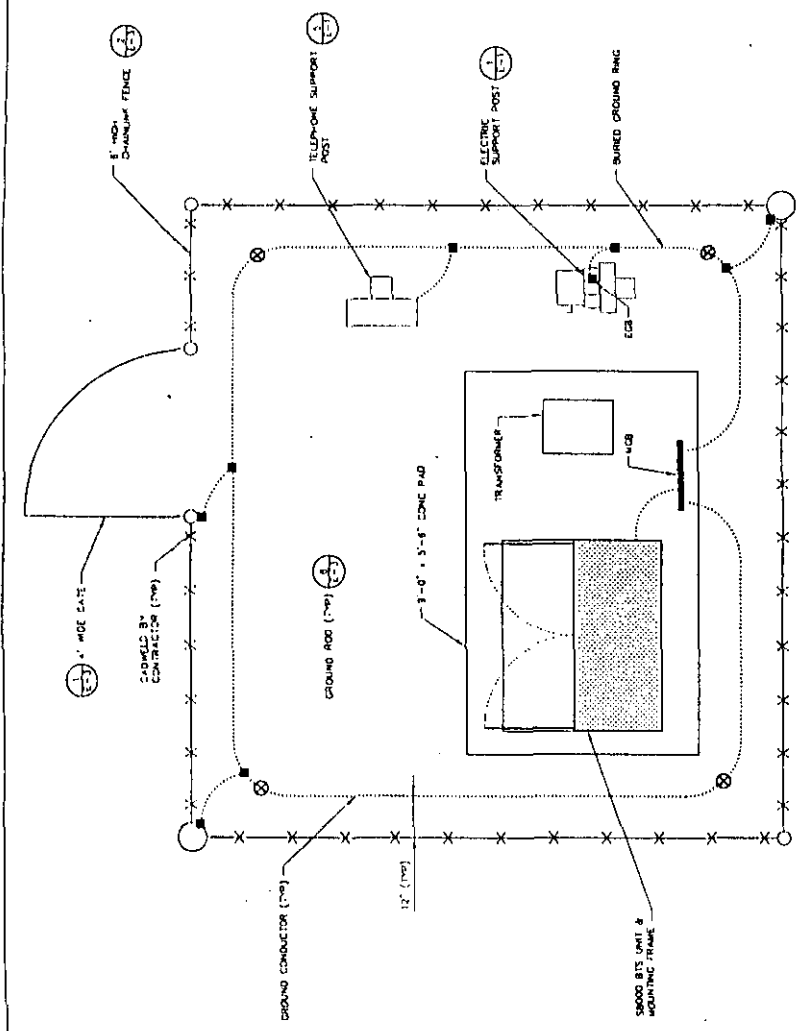
1. TELEPHONE SUPPORT POST  
SCALE: NONE



NOTES:

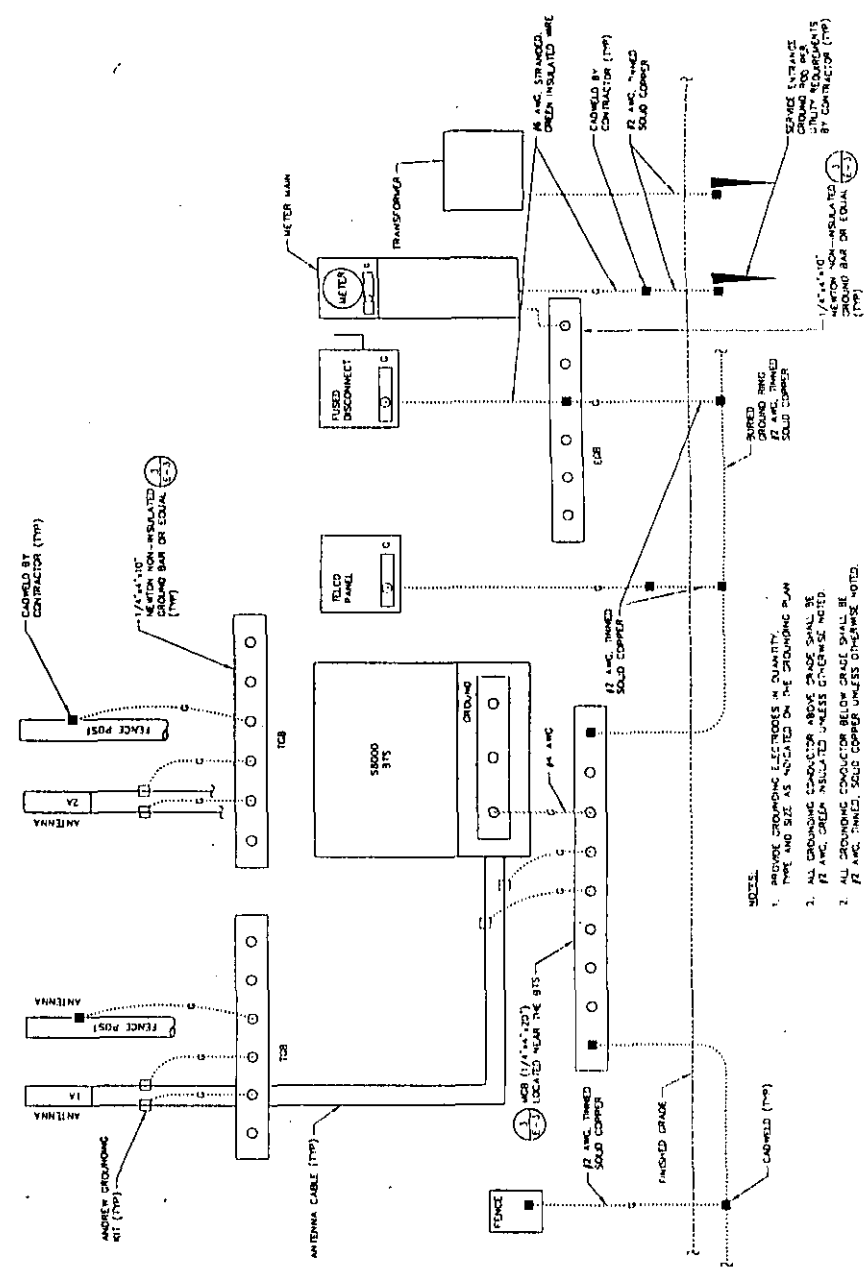
1. BACKFILL SHALL BE CLEAN FILL WITHOUT STONES AND SHALL BE THOROUGHLY COMPACTED IN 12" LAYERS BY TAMING OR APPROVED EQUAL METHOD. NO BELLING OR TRENCH SHALL BE ALLOWED
2. CONDUIT UNDER ROAD TO BE SD-80 PVC
3. TELEPHONE CONDUIT TO BE PROVIDED BY BELL ATLANTIC

1. ELECTRIC/TELEPHONE TRENCH DETAIL  
SCALE: NONE



1. TIE SHALL NOT BE ISOLATED FROM FENCE POST

GROUNDING PLAN  
SCALE: 1"=2'



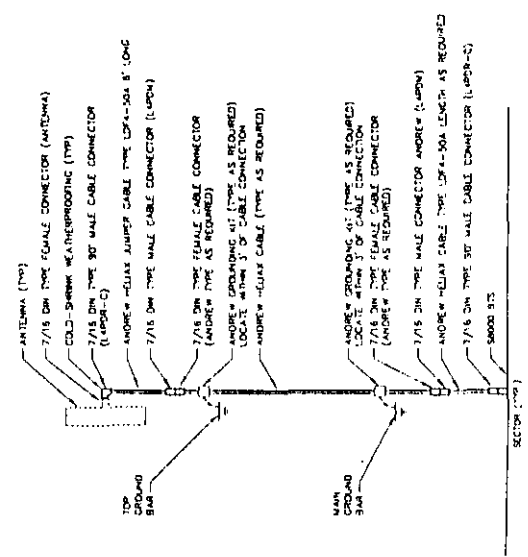
GROUNDING RISER DIAGRAM  
SCALE: NONE

- ### GENERAL CONSTRUCTION NOTES
1. WORK SHALL CONFORM TO THE REQUIREMENTS OF THE NEW YORK STATE ELECTRICAL LAW AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
  2. CONTRACTOR SHALL VISIT THE JOB SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE APPROPRIATE FIELD NOTATIONS AND RECORDS OF ALL FIELD CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONTINUING THAT THE WORK MAY BE ACCOMPANIED BY SURVEYING TO PROVIDE THE CONTRACTOR WITH THE NECESSARY INFORMATION FOR THE PROPER INSTALLATION OF THE WORK.
  3. PLANS ARE NOT TO BE SCALE. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE TURNING MATERIALS, EQUIPMENT AND APPURTENANCES AND SHALL BE NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE PLANS.
  4. DIMENSIONS GIVEN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONTINUING THAT THE WORK MAY BE ACCOMPANIED BY SURVEYING TO PROVIDE THE CONTRACTOR WITH THE NECESSARY INFORMATION FOR THE PROPER INSTALLATION OF THE WORK.
  5. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. UNLESS OTHERWISE NOTED, ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONTINUING THAT THE WORK MAY BE ACCOMPANIED BY SURVEYING TO PROVIDE THE CONTRACTOR WITH THE NECESSARY INFORMATION FOR THE PROPER INSTALLATION OF THE WORK.
  6. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONTINUING THAT THE WORK MAY BE ACCOMPANIED BY SURVEYING TO PROVIDE THE CONTRACTOR WITH THE NECESSARY INFORMATION FOR THE PROPER INSTALLATION OF THE WORK.
  7. CONTRACTOR SHALL NOTIFY THE OWNER OF ALL PRODUCTS OR ITEMS NOTED AS "EXISTING" WHICH ARE NOT FOUND TO BE IN THE FIELD.
  8. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING THE BEST CONSTRUCTION SKILLS AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONTINUING THAT THE WORK MAY BE ACCOMPANIED BY SURVEYING TO PROVIDE THE CONTRACTOR WITH THE NECESSARY INFORMATION FOR THE PROPER INSTALLATION OF THE WORK.
  9. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS AND INSPECTIONS AND PAY ALL REQUIRED FEES.

### ANTENNA AND COAXIAL SCHEDULE

ANTENNA MARK	SECTOR	ANTENNA	ANTENNA DATA	COAXIAL CABLE	COAXIAL CABLE DATA	COAXIAL CABLE DATA
1A	1	545 RB 30-17-00 DP	36" x 12" x 12" 18 LBS	7/16 IN DIA TYPE 30 MALE CABLE CONNECTOR (LWPH-2)	7/16 IN DIA TYPE 30 MALE CABLE CONNECTOR (LWPH-2)	7/16 IN DIA TYPE 30 MALE CABLE CONNECTOR (LWPH-2)
2A	2	545 RB 30-17-00 DP	36" x 12" x 12" 18 LBS	7/16 IN DIA TYPE 30 MALE CABLE CONNECTOR (LWPH-2)	7/16 IN DIA TYPE 30 MALE CABLE CONNECTOR (LWPH-2)	7/16 IN DIA TYPE 30 MALE CABLE CONNECTOR (LWPH-2)

- ### ANTENNA MOUNTING NOTES
1. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO THE NEW YORK STATE ELECTRICAL LAW AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
  2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A153, "ZINC-COATING (HOT-DIP) ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
  3. ALL NUTS, ANCHORS AND UNDESIRABLE HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153, "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
  4. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY GILD GALVANIZING IN ACCORDANCE WITH ASTM A780.
  5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED SNUG TIGHT.
  6. DESIGN RESPONSIBILITY OF ANTENNA MOUNTING BRACKETS AND BOLTS AND THE RESPONSIBILITY OF THE MANUFACTURER OF THE ANTENNA SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONTINUING THAT THE WORK MAY BE ACCOMPANIED BY SURVEYING TO PROVIDE THE CONTRACTOR WITH THE NECESSARY INFORMATION FOR THE PROPER INSTALLATION OF THE WORK.



ANTENNA CABLE SCHEMATIC  
SCALE: NONE

TECTONIC COMMUNICATIONS, INC.  
2 NORTHWEST LANE  
ALBANY, NY 12210  
PHONE: (518) 262-7100  
FAX: (518) 262-7100

APPROVALS  
OWNER: \_\_\_\_\_  
LANDLORD: \_\_\_\_\_  
LEASING: \_\_\_\_\_  
RF: \_\_\_\_\_  
CONSTRUCTION: \_\_\_\_\_

PROJECT NUMBER: 1878-022-E  
DRAWN BY: RHB  
DATE: 3/7/98  
FOR COMMENT: \_\_\_\_\_

RELEASED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_



TECTONIC COMMUNICATIONS, INC.  
2 NORTHWEST LANE  
ALBANY, NY 12210  
PHONE: (518) 262-7100  
FAX: (518) 262-7100

SITE INFORMATION  
3ALA022E  
ALBANY COUNTY  
HOCKEY RINK  
830 ALBANY SHAKER RD  
T/O COLONIE  
ALBANY COUNTY  
NEW YORK, 12211

SHEET TITLE  
GROUNDING PLAN & NOTES

SHEET NUMBER  
E-2



TECTONIC ENGINEERING CONSULTANTS P.C.

2 NORTHWAY LANE  
LATHAM, NEW YORK 12110  
OFFICE (518) 781-1830  
FAX (518) 781-1841

APPROVALS

DESIGNED BY  
RF  
CONSTRUCTION  
NYSTA

PROJECT NUMBER

1878-022-E

DRAWN BY

RHB

NO. DATE

0 1/1/98

FOR COMMENT

RELEASED BY

DATE

OMNIPONT COMMUNICATIONS INC.

OMNIPONT COMMUNICATIONS, INC.  
2 NORTHWAY LANE  
LATHAM, NEW YORK 12110  
OFFICE (518) 781-1830  
FAX (518) 781-1841

SITE INFORMATION

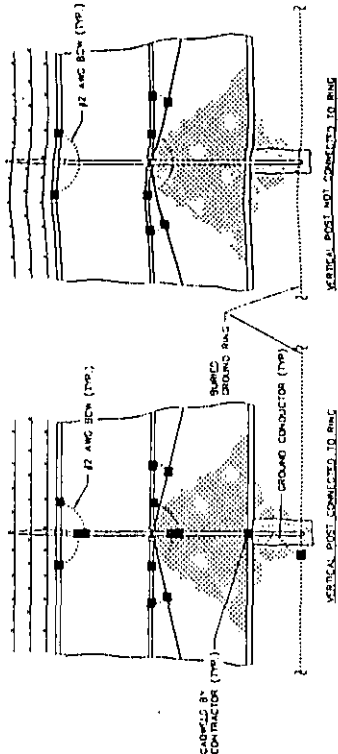
JALAO22E  
ALBANY COUNTY  
HOCKEY RINK  
830 ALBANY SHAKER RD  
T/O COLONIE  
ALBANY COUNTY  
NEW YORK, 12211

SHEET TITLE

GROUNDING DETAILS

SHEET NUMBER

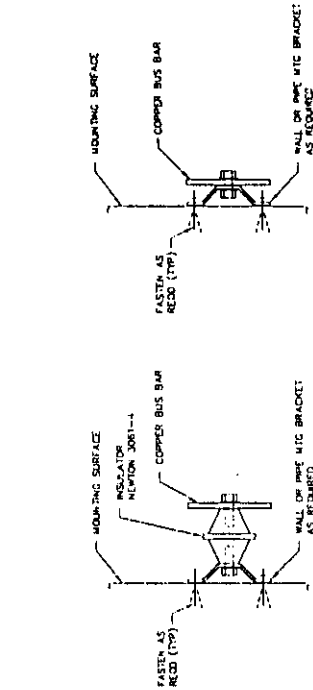
E-3



- NOTES
1. GROUND THE 1/2" AWC BOW FROM THE GROUND RING (BY OTHERS) TO THE POST ABOVE GRADE (BY CONTRACTOR).
  2. BOND EACH HORIZONTAL RAIL AND DIAGONAL BRACE TO EACH OTHER AND TO EACH VERTICAL POST THAT IS BONDED TO THE EXTERIOR GROUND RING.
  3. GATE JAMPER SHALL BE 1/2" AWC WELDING CABLE OR FLEXIBLE COPPER BRAD BURNING TYPE B WITH SLEEVES ON EACH END DESIGNED FOR EXOTHERMIC WELDING.
  4. GATE JAMPER SHALL BE INSTALLED SO THAT IT WILL NOT BE SUBJECTED TO DIAGONAL STRAIN WHEN GATE IS FULLY OPEN IN EITHER DIRECTION.

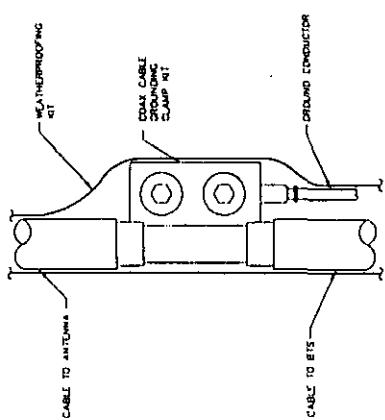
1 FENCE GATE GROUNDING

SCALE: NONE



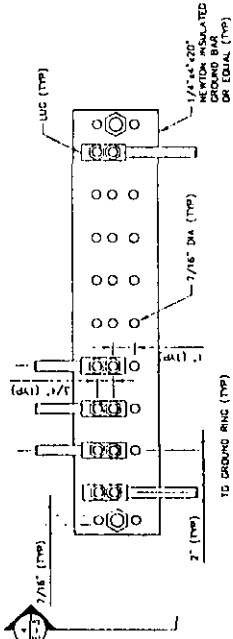
2 SECTION

SCALE: 5/8\"/>



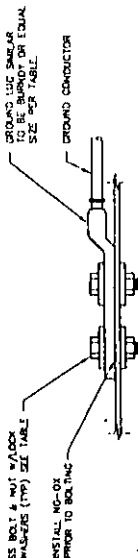
3 COAX CABLE GROUNDING DETAIL

SCALE: NONE



4 MASTER GROUND BUS BAR DETAIL

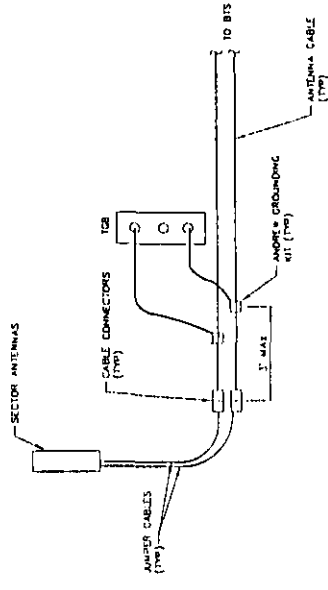
SCALE: 3\"/>



WIRE SIZE	LUG F	BOLT DIA
1/2"	1/2"	1/2"
3/4"	3/4"	3/4"
1"	1"	1"

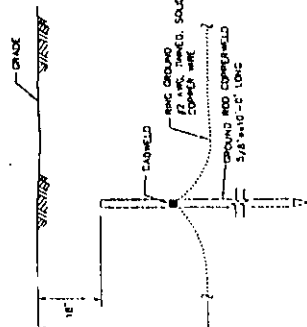
5 LUG GROUND CONNECTION

SCALE: NONE



6 GROUNDING KIT INSTALLATION DIAGRAM

SCALE: NONE



7 GROUND ROD

SCALE: 1/4\"/>

UNAUTHORIZED ALTERATION OF THIS DRAWING IS A VIOLATION OF THE PROFESSIONAL ENGINEERING AND SURVEYING ACTS OF THE STATE OF NEW YORK. ANY SUCH VIOLATION IS A CRIME UNDER THE LAWS OF THE STATE OF NEW YORK AND IS PUNISHABLE BY FINE AND/OR IMPRISONMENT. THE PROFESSIONAL ENGINEER OR SURVEYOR SHALL NOT BE CONSIDERED RESPONSIBLE FOR ANY SUCH VIOLATION.

ORIGINAL SIZE IN INCHES

