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September 24, 2025

VIA FEDERAL EXPRESS

Planning Department
Town of Perinton
1350 Turk Hill Road
Fairport, New York 14450

RE: Application by Bell Atlantic Mobile Systems LLC d/b/a Verizon to co-locate and operate a wireless telecommunications facility on a utility pole on land owned by St. Luke's Church located at 77 Country Corner Lane (Tax Parcel No. 165.12-2-66.1) in the Town of Perinton, County of Monroe, State of New York (Verizon's "Nettle Creek Micro" site).

To whom it may concern:

Bell Atlantic Mobile Systems LLC d/b/a Verizon ("Verizon") is a public utility and wireless telecommunications licensee of the Federal Communications Commission ("FCC"). To remedy service inadequacies in and around areas of the Town of Perinton (the "Town"), including in the vicinity of the St. Luke's Church and the surrounding area, Verizon proposes to co-locate and operate a microcell wireless telecommunications facility (the "Project") to be located on a 34' AGL utility pole on land owned by St. Luke's Church (the "Landowner") located at 77 Country Corner Lane (Tax Parcel No. 165.12-2-66.1) (the "Site").

The Site consists of a 36 square foot area of leased space (the "Lease Space").

The Project will consist of a single 55.6" microcell antenna and all related equipment, all mounted on the 34' AGL utility pole, and other associated improvements all as shown on the enclosed site plan prepared by Erdman Anthony, dated April 16, 2025 (the "Site Plan").

The Site is located in the Town's Residential B ("B") zoning district. In communication with the Town Planning Staff, we understand that the Project ordinarily would require a special use permit from the Town Board, but, given the unique aspect of the Project, may qualify for a waiver. (See Zoning Code § 208-13(E)).

Accordingly, please accept this letter and the following exhibits and enclosures as Verizon's application for a waiver of the special use permit from the Town Board pursuant to § 208-13(E) of the Zoning Code and any other approvals necessary to construct and operate the Project:

Exhibit A: Town-supplied Planning Board application for site plan approval;

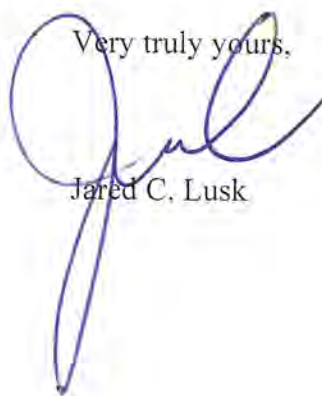
Exhibit B: Project description;

- Exhibit C: Applicable legal standards;
- Exhibit D: Project compliance with the Town's wireless telecommunications tower standards set forth in Zoning Code § 208-13;
- Exhibit E: Radio frequency ("**RF**") narrative with propagation studies;
- Exhibit F: Site selection analysis;
- Exhibit G: Proof of ownership and Landowner consent to the application;
- Exhibit H: Verizon's FCC licenses;
- Exhibit I: Short environmental assessment form ("**EAF**");
- Exhibit J: Proof of compliance with federal regulations;
- Exhibit K: Structural design letter;
- Exhibit L: Photosimulations;
- Exhibit M: Facility removal letter; and
- Exhibit N: 11" x 17" copy of the Project site plan package.

- Five (5) copies of this application book.

Please do not hesitate to contact me if you have any questions regarding this application. Otherwise, we appreciate your attention to this matter.

Very truly yours,



Jared C. Lusk

JCL/mkv
Enclosures
cc: Kathleen Pomponio
Colin Fazio

EXHIBIT A

TOWN OF PERINTON -ADMINISTRATIVE APPROVAL

APPLICATION TYPE: ☒ ADMINISTRATIVE SITE PLAN ☐ ADMINISTRATIVE SUBDIVISION

INSTRUCTIONS: PLEASE SUBMIT THE FOLLOWING:

1. Application Fee - \$ 200 (subject to change- verify with office)
2. Letter of Intent – Detailed Description the proposed
3. Owner Authorization from all affected properties
4. One copy of all application materials, including maps

NATURE OF REQUEST:

Co-locate and operate a microcell wireless telecommunications facility on a utility pole.

PROJECT SITE INFORMATION:

ADDRESS: 77 Country Corner Lane TAX ACCOUNT # 165.12-2-66.1

ZONING DISTRICT: Residential B SIZE of PARCEL: _____

WETLANDS PRESENT ON PROPERTY ☐ YES ☒ NO

LIMITED DEVELOPMENT DISTRICT ON PROPERTY ☐ YES ☒ NO

CONSERVATION EASEMENT IN EFFECT ☐ YES ☒ NO

APPLICANT NAME: Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless

ADDRESS: 1275 John Street, Suite 100, West Henrietta, NY 14586

PHONE: (585) 263-1140 (Jared Lusk, Esq.) EMAIL: jlusk@nixonpeabody.com

OWNER NAME (1): St. Luke's Church

ADDRESS: 14 Larwood Drive, Rochester, NY 14618 TAX ACCOUNT # 140.13-1-5.1

PHONE: _____ EMAIL: _____

OWNER NAME (2): N/A

ADDRESS: _____ TAX ACCOUNT # _____

PHONE: _____ EMAIL: _____

Jared C. Lusk, attorney for Verizon Wireless

SIGNATURE of APPLICANT:  DATE: 9/24/25

SIGNATURE of OWNER (1) See ¶ 9 of Lease at Exhibit G DATE: _____

SIGNATURE of OWNER (2) N/A DATE: _____

3/24/22

4923-6291-2093.1

EXHIBIT B

EXHIBIT B

PROJECT DESCRIPTION

Bell Atlantic Mobile Systems LLC d/b/a Verizon ("**Verizon**"), a federally licensed wireless telecommunications provider, currently has service inadequacies in and around the Town of Perinton, including in the vicinity of St. Luke's Church and the surrounding area. The best way to remedy this is to co-locate a wireless telecommunications facility in a technologically appropriate site. The proposed site is to be located on a utility pole to be installed adjacent to the parking lot located at 77 Country Corner Lane, in the Town of Perinton (the "**Site**"). This application includes, on behalf of Verizon, a request for administrative site plan approval from the Planning Department to construct and operate a wireless telecommunications facility at the Site (the "**Project**") in order to render adequate and reliable wireless telecommunications service to emergency services, businesses and individuals in and around the Town of Perinton.

The Project will consist of a single 55.6" antenna and related equipment located on a utility pole erected within an approximately 36 square foot lease area, all mounted on the proposed utility pole, and other associated improvements all as shown on the enclosed site plan prepared by Erdman Anthony, attached as Exhibit N.

Wireless telecommunications use has burgeoned since the technology was introduced in the mid-1980s. Wireless telecommunications technology provides a critical link for emergency services, such as ambulances, which use such service to transmit vital signs and medical information via medical telemetry. Increasingly, police forces are relying on wireless telecommunication devices to communicate with dispatch and receive calls for assistance. Additionally, many businesses heavily rely on wireless telecommunications service, and individuals use it not only for their convenience, but for safety reasons as well.

Essentially, wireless telecommunications devices operate by transmitting a very low power radio signal between the wireless telecommunication device and an antenna mounted on a tower, pole, building or other structure. The antenna feeds the signal to electronic apparatus housed in a small equipment cabinet located near the antenna (the "**Base Station**"), where it is

connected to an ordinary telephone line, and is then routed anywhere in the world. The antennas and Base Station are known as a “cell site.”

Because of the low power, a cell site is capable of transmitting to and from wireless telecommunication devices only within a limited geographic area. This limited geographic area is called a “cell.” A cell site must be located within a prescribed area in order to provide coverage for the entire cell.

Wireless telecommunications technology requires that cells overlap somewhat in order to provide uninterrupted service. When the wireless telecommunications user moves into a new cell, the transmission is automatically transferred to the cell site in the new cell. If there is no cell site in the new cell, there is no wireless telecommunications service.

Because each cell site must be placed in such a manner as to provide service within a particular cell, and so as to provide overlapping (but not duplicate) coverage with the existing or planned cells around it, there is limited flexibility as to where a cell site can be placed. Wireless telecommunication providers conduct a thorough engineering study, using an elaborate computer program known as a “propagation study.” A propagation study shows, based on cell boundaries, topography and other factors, where a cell site needs to be located in order to provide wireless telecommunications coverage in a particular cell. The wireless telecommunication companies and RF engineers identify technologically feasible locations for the cell site.

As set forth in this application, Verizon meets the legal standards for receiving administrative site plan approval for the Project. Moreover, the Project will not pollute, will not create noise or vibration, will not create any significant increase in traffic, will not create any environmental problems, will not increase population density, and will not create any demand on governmental facilities. Thus, the Project will not create any detriment to adjoining properties or change the character of the neighborhood. Instead, the Project will enhance governmental facilities and promote the public welfare by providing a modern, more efficient system of communications for police, fire and other emergency services, as well as provide modern wireless telecommunications service to business, industry and individuals.

EXHIBIT C

EXHIBIT C

APPLICABLE LEGAL STANDARDS

In Cellular Tel. Co. v. Rosenberg, 82 N.Y.2d 364 (1993), the New York Court of Appeals determined that cellular telephone companies are public utilities. The Court held that proposed cellular telephone installations are to be reviewed by zoning boards pursuant to the traditional standard afforded to public utilities, rather than the standards generally required for the necessary approvals.

‘It has long been held that a zoning board may not exclude a utility from a community where the utility has shown a need for its facilities.’ There can be no question of Cell One’s need to erect the cell site to eliminate service gaps in its cellular telephone service area. The proposed cell site will also improve the transmission and reception of existing service. Application of our holding in Matter of Consolidated Edison to sitings of cellular telephone companies, such as Cellular One, permits those companies to construct structures necessary for their operation which are prohibited because of existing zoning laws and to provide the desired services to the surrounding community. . . . Moreover, the record supports the conclusion that Cellular One sustained its burden of proving the requisite public necessity. Cellular One established that the erection of the cell site would enable it to remedy gaps in its service area that currently prevent it from providing adequate service to its customers in the Dobbs Ferry area.

Rosenberg, 82 N.Y.2d at 372-74 (citing Consolidated Edison Co. v. Hoffman, 43 N.Y.2d 598 (1978)).

This special treatment of a public utility stems from the essential nature of its service, and because a public utility transmitting facility must be located in a particular area in order to provide service. For instance, water towers, electric switching stations, water pumping stations and telephone poles must be in particular locations (including within residential districts) in order to provide the utility to a specific area:

[Public] utility services are needed in all districts; the service can be provided only if certain facilities (for example, substations) can be located in commercial and even in residential districts. To exclude such use would result in an impairment of an essential service.

Anderson, New York Zoning Law Practice, 3d ed., p. 411 (1984) (hereafter “Anderson”). See also, Cellular Tel. Co. v. Rosenberg, 82 N.Y.2d 364 (1993); Payne v. Taylor, 178 A.D.2d 979 (4th Dep’t 1991).

Accordingly, the law in New York is that a municipality may not prohibit facilities, including towers, necessary for the transmission of a public utility. In Rosenberg, 82 N.Y.2d at 371, the court found that “the construction of an antenna tower . . . to facilitate the supply of cellular telephone service is a ‘public utility building’ within the meaning of a zoning ordinance.” See also Long Island Lighting Co. v. Griffin, 272 A.D. 551 (2d Dep’t 1947) (a municipal corporation may not prohibit the expansion of a public utility where such expansion is necessary to the maintenance of essential services).

In the present case, Verizon does not have reliable wireless telecommunications service and/or adequate capacity in and around the Town of Perinton, including in the vicinity of St. Luke’s Church and the surrounding area. The Project is needed to remedy this service problem and to provide adequate and reliable wireless telecommunications service coverage to this area. Therefore, Verizon satisfies the requisite showing of need for the facility under applicable New York law.

EXHIBIT D

EXHIBIT D

PROOF OF COMPLIANCE WITH THE TOWN'S WIRELESS TELECOMMUNICATIONS FACILITY STANDARDS SET FORTH IN § 208-13 OF THE TOWN OF PERINTON ZONING LAW

As set forth in Exhibit C, the proposed facility complies with the applicable legal standards for public utilities. As set forth below, the Project also complies with the standards governing wireless telecommunications facilities in the Town. The numbers below correspond to the section numbers in the Town's standards (the sections of the area variance standards are set forth below in bold italicized type followed by Verizon's response in regular type).

Town of Perinton Zoning Law § 208-13.

- A. Legislative intent. The Town of Perinton recognizes the increased demand for wireless communications transmitting facilities and the need for the services they provide. Often, these facilities require the construction of a communications tower. The intent of this section is to protect the Town's interest in properly siting towers in a manner consistent with sound land use planning, while also allowing wireless service providers to meet their technological and service objectives for the benefit of the public.*

No response necessary.

- B. Colocating antennas on existing structures. Antennas may be added or attached to existing communications towers, water tanks, buildings or structures in any district upon obtaining site plan approval and the issuance of a building permit. Accessory structures shall be similarly permitted when located near such existing structures.*

The Project is a microcell to be constructed on a new utility pole.

- C. Communications towers in Industrial and Commercial Districts. Telecommunication facilities shall be permitted in Industrial and Commercial Districts upon obtaining site plan approval and a building permit.*

As stated, the Project is a microcell to be constructed on a new utility pole.

- D. Communications towers in other districts. Telecommunications facilities are permitted in districts other than those identified in Subsection C above only upon the issuance of a tower special permit by the Town Board, as set forth in Subsection E below, and obtaining site plan approval from the Planning Board.*

As stated, the Project is a microcell facility installed on a utility pole.

E. Tower special permit requirements. Prior to the issuance of a tower special permit by the Town Board, the following requirements shall be addressed:

- 1. Application and site plan. All applicants for a tower special permit shall make written application to the Town Board. The application shall include a site plan setting forth specific site data on a map, acceptable in form and content to the Town Board, which shall be prepared to scale and in sufficient detail and accuracy and which shall show the following:***
 - a. The location of property lines and permanent easements.***
 - b. The location of the communications tower, together with guy wires and guy anchors, if applicable.***
 - c. A side elevation or other sketch of the communications tower showing the proposed antennas.***
 - d. The location of all structures on the property and all structures on any adjacent property within 10 feet of the property lines, together with the distance of these structures to the proposed communications tower.***
 - e. The names of adjacent landowners.***
 - f. The location, nature and extent of any proposed fencing, landscaping and/or screening.***
 - g. The location and nature of proposed utility easements and access road, if applicable.***
 - h. A viewshed map or visual simulation showing the view from surrounding properties of the proposed communications towers and/or antennas.***

We understand from the Town Planning staff that a tower special permit may not be required, as noted above, thus, this provision may be inapplicable to this application.

- 2. Preference for higher-intensity use districts. The Town Board may express a preference that the proposed facility be located in a higher-intensity use district or on higher-intensity use property, provided that a location exists within such district which is available to the applicant and satisfies the applicant's need to provide adequate service and coverage to the intended area, and further provided that there are no reasonable technical, physical and/or financial reasons why locating the proposed telecommunications facility in such a district is impractical or unfeasible. A guideline for the Town Board's preference, from most favorable to least favorable, is as follows:***
 - a. Property with an existing structure suitable for colocation.***

b. Industrial District.

c. Commercial and Limited Commercial Districts.

d. Municipal or governmentally owned property upon a finding by the Town Board that the siting of a proposed facility on the municipal or governmentally owned land would not have as significant of a visual impact as would the siting of such a facility on other property within that particular district.

e. Restricted Business District.

f. Residential District.

The Project is a microcell antenna installed on a utility pole in the Residential B district.

3. Aesthetics. In order to minimize any adverse aesthetic effect on neighboring residences to the extent possible, the Town Board may impose reasonable conditions on the applicant, including the following:

a. The Town Board may require a monopole or guyed tower (if sufficient land is available to the applicant) instead of a freestanding communications tower.

N/A.

b. The Town Board may require reasonable landscaping consisting of trees or shrubs to screen the base of the communications tower to the extent possible from adjacent residential property. Existing on-site trees and vegetation shall be preserved to the maximum extent possible.

N/A.

c. The Town Board may require the applicant to show that it has made good faith efforts to colocate on existing communications towers or other available and appropriate structures and/or to construct new communications towers near existing communications towers in an effort to consolidate visual disturbances.

N/A.

d. Towers should be designed and sited so as to avoid, whenever possible, application of Federal Aviation Administration (FAA) lighting and painting requirements. Communications towers shall not be artificially lighted except as required by the FAA. Towers shall be painted a galvanized finish or matte gray unless otherwise required by the FAA.

The Project so complies; see Exhibit N.

e. No tower shall contain any signs or advertising devices.

The Project so complies; see Exhibit N.

4. Radio frequency effects. The Town Board recognizes that federal law prohibits the regulation of cellular and PCS communications towers based on the environmental effects of radio frequency emissions where those emissions comply with the Federal Communications Commission (FCC) standards for those emissions. The Town Board may, however, impose a condition on the applicant that the communications antennas be operated only at FCC-designated frequencies and power levels.

The Project so complies; see Exhibit J.

5. Traffic, access and safety.

a. A road turnaround and a minimum of one parking space shall be provided to assure adequate emergency and service access. Maximum use of existing roads, public or private, shall be made.

The Project so complies; see Exhibit N.

b. All communications towers and guy anchors shall be enclosed by a fence not less than eight feet in height or otherwise sufficiently protected from trespassing or vandalism.

N/A.

c. The applicant must comply with all applicable state and federal regulations, including but not limited to FAA and FCC regulations.

The Project so complies.

6. In addition to the other requirements of Subsection E listed above, all applicants for telecommunications facilities shall submit documentation and analysis demonstrating that location of the telecommunications facility as proposed is necessary to provide adequate service and coverage to the intended area, as well as documentation demonstrating the technical, physical and/or financial reasons why locating the proposed telecommunications facility in a zoning district other than a residential district is impractical or unfeasible.

The Project so complies; see Exhibit E. The Project needs to be located in the B residential zoning district.

F. Future shared use of new communications towers. In the interest of minimizing the number of new communications towers, the Town Board may require, as a condition

of tower special permit approval, that an applicant commit, in writing, that it will permit other telecommunications providers to make use of the proposed communications tower or telecommunications facility and that the applicant will design the communications tower to have a minimum height and carrying capacity needed to provide future shared usage, subject to the following conditions:

- 1. The new antennas and equipment do not exceed structural loading requirements, interfere with communications tower space used or to be used by the applicant or propose any technical frequency interference with existing equipment.*
- 2. The party subsequently desiring to colocate pays the applicant an appropriate and reasonable sum to colocate.*
- 3. The party desiring to colocate has a similar commitment to permit the applicant to colocate on its facilities in other locations.*
- 4. The condition for colocation may not be required if the applicant demonstrates that provisions of future shared usage are not feasible or impose an unnecessary burden based upon:*
 - a. The number of FCC licenses foreseeably available for the area;*
 - b. The kind of communications tower site and structure proposed;*
 - c. Available spaces on other existing and approved communications towers; and*
 - d. Potential adverse visual impacts by a communications tower designed for shared usage.*

N/A

- G. Height. Communications towers permitted under this chapter shall be exempt from the height limitations otherwise applicable in the district in which they are located, unless specifically addressed herein.*

No response necessary.

- H. Procedure. Upon receipt of a completed application, the Town Board shall hold a public hearing and shall comply with this section of the Code. The Town Board shall review the application for compliance with the provisions of this chapter and shall determine that the location of the proposed communications tower is in accordance with the principles and requirements stated herein.*

No response necessary.

- I. Exemptions.*

1. *Telecommunications facilities may be repaired and maintained without restriction.*

N/A.

2. *Antennas used solely for residential household television and radio reception shall be exempted.*

N/A.

3. *Satellite antennas measuring two meters or less in diameter and located in commercial or industrial districts and satellite antennas one meter or less in diameter in any district, shall be exempted, provided that they are 10 feet or less above the surrounding grade or building to which they are mounted and a building permit is obtained to ensure that the installation is safe.*

N/A.

4. *Amateur radio installations, provided that they are installed in compliance with Subsection L of this section.*

N/A.

- J. *Waivers. The Town Board may waive or vary any requirements in § 208-13E for good cause shown.***

Given the nature of the Project, Verizon respectfully requests a waiver of the applicable special use permit and other requirements necessary to permit construction of the Project as set forth herein.

- K. *Cessation of operation; abandonment. In the event that the use of any telecommunication facility has been discontinued by all operators on such facility for a period of 180 consecutive days or more, the facility shall be deemed to be abandoned. Determination of the date of abandonment shall be made by the Director of Code Enforcement and Development, who shall have the right to request documentation from the owner/operator of the facility regarding usage thereat. Upon such abandonment, the owner/operator shall remove the facility at its own expense; and failing prompt removal, the Town may remove the facility at the owner/operator's expense. All special permits, variances and approvals of the nature granted by the Town shall automatically expire as of the date of abandonment of the facility.***

No response necessary.

- L. *Amateur radio installations. Amateur radio installations are permitted in any district. Amateur radio antennas and antenna support structures are permitted, provided that:***

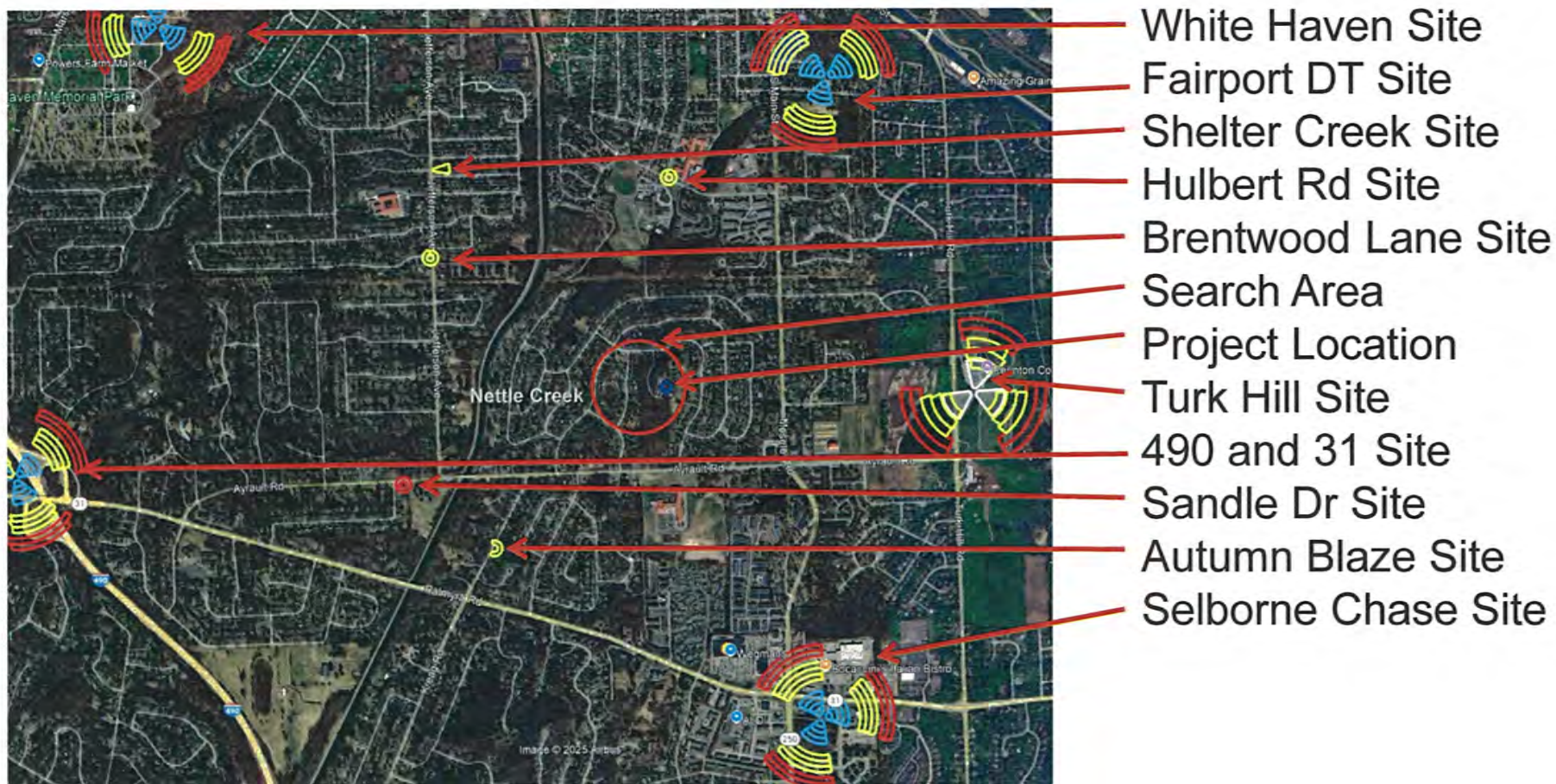
1. *The antenna support structure or antenna is within or on a previously approved structure or within the rear yard area and meets the applicable setbacks.*
2. *There is no more than one antenna support structure on the property.*
3. *The total height of the antenna and antenna support structure above grade does not exceed 62 feet.*
4. *In the case of a single-wire or dipole-type antenna, naturally occurring features, i.e., trees, may be used as a support and not be subject to the rear yard limitation. If a naturally occurring feature is not available on the property and other means are not feasible, then a second antenna support structure may be utilized exclusively to support a single-wire or dipole-type antenna. Such second antenna support structure shall be subject to the provisions of § 208-13L(1) above.*
5. *A building permit is obtained for the support structure.*
6. *The proposed antenna and antenna support structure will not, by reason of its location or nature, create a hazard to the public or any adjacent owner or occupant.*

N/A.

EXHIBIT E

Verizon Wireless Communications Facility

Engineering Necessity Case – “Nettle Creek”



Prepared by: **Timothy Zarneke, Senior RF Engineer, Verizon Wireless**

Project: The project is the installation and operation of a new small cell co-located wireless telecommunications site in the Town of Perinton (the “Project Facility”).



Introduction

The purpose of this subsequent analysis is to summarize and communicate the technical radio frequency (RF) information used in the justification of this new site.

Coverage and/or capacity deficiencies are the two primary driving conditions that typically prompt the need for a new wireless communications facility/site. All wireless customers depend on their wireless provider's ability to provide **adequate and reliable coverage** where needed. In areas where coverage does not exist the user can not make a connection which is categorized as a "Gap in Service" lacking adequate and reliable coverage. Where coverage exists but is over utilized this can also result with the user not being able to successfully use the connection which is also a "Gap in Service" and categorized as lacking adequate and reliable coverage. The service deficiencies sought to be remedied by this proposed cell site include a significant number of failed calls, resulting in users being unable to connect and/or maintain a connection capable of supporting a reasonably uninterrupted communication.

Coverage can be defined as the existence of radio frequency signal of usable strength and quality/capacity in an area, including but not limited to in-vehicles or in-buildings.

The need for improved coverage is identified by RF Engineers that are responsible for developing and maintaining the network. RF Engineers utilize both theoretical and empirical data sets (propagation maps and real world coverage measurements or other data). Historically, coverage improvements have been the primary justification of new sites.

Capacity can be defined as the amount of traffic (voice and data) a given site can process before significant performance degradation occurs.

When traffic volume exceeds the capacity limits of a site serving a given area, network reliability and user experience degrades. Ultimately this prevents customers from making/receiving calls, applications cease functioning, internet connections time out and data speeds fail. This critical condition is more important than just a simple nuisance for some users. Degradation of network reliability and user experience can affect emergency responders and to persons in a real emergency situation can make the difference between life and death.

**Note that, while Verizon Wireless provides sufficient evidence to establish the existence of a coverage gap and capacity need in this case, the FCC has confirmed that federal law does not require a provider to establish the existence of a coverage/capacity gap to establish the need for a site. There are several ways by which an applicant can establish site need. See Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment," FCC 18-133, 85 FR 51867, at ¶ 37 (October 15, 2018) (confirming that the test for establishing an effective prohibition is whether "a state or local legal requirement materially inhibits a provider's ability to engage in any of a variety of activities related to its provision of a covered service," and this test is met "not only when filling a coverage gap but also when densifying a wireless network, introducing new services or otherwise improving service capabilities") (emphasis added).*

Project Need Overview

The project area, located in the Town of Perinton is currently served by three distant sites. These sites are overloaded requiring capacity relief or otherwise unable to adequately serve the project area from these relatively distant locations. Specifically, the project area is subject to significant terrain and or foliage challenges for RF (signal) propagation. This terrain and or foliage combined with long distance prevent effective propagation of Verizon's RF signals into this area compounding the capacity issue with areas of variable coverage creating significant gaps in service.

The first serving site is **Selborne Chase**, located in the Town of Perinton, is approximately 1 mile south east (of the project location) situated on a rooftop (52' ACL) located off Pittsford Palmyra Rd. While this site provides weak/variable coverage in portions of the project area, it does so from a terrain and or foliage + distance challenged position making the site not capable of efficiently or effectively providing adequate coverage or capacity.

The second serving site is **Fairport DT**, located in the Village of Fairport, is approximately 1 mile north east (of the project location) on an existing tower (80' ACL) off Summit St. While this site provides weak/variable coverage in portions of the project area, it does so from a terrain and or foliage + distance challenged position making the site not capable of efficiently or effectively providing adequate coverage or capacity.

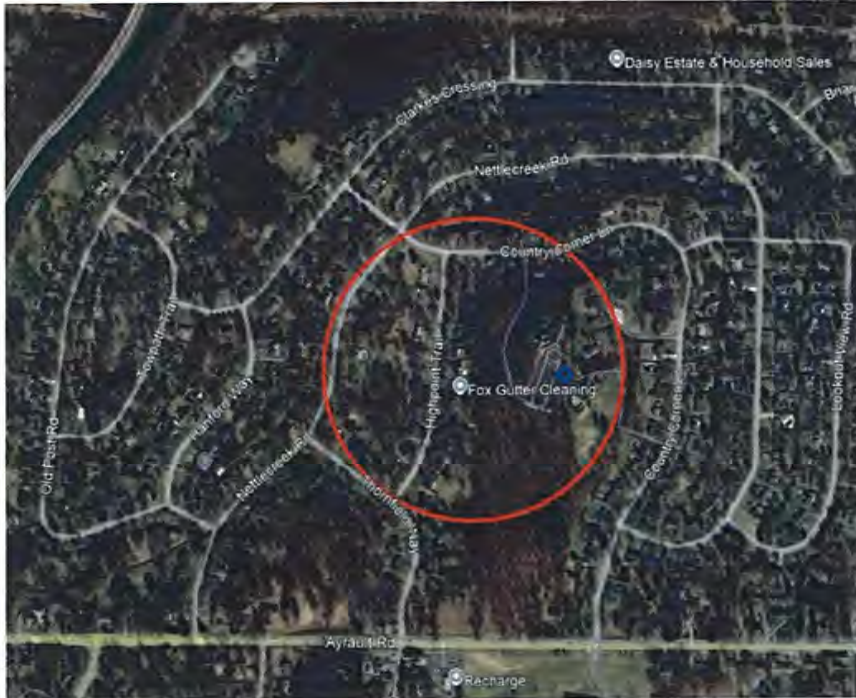
The third serving site is **White Haven**, located in the Town of Perinton, is approximately 1.8 miles north west (of the project location) situated on an existing tower (110' ACL) off Marsh Rd near Fairport Rd. While this site provides weak/variable coverage in portions of the project area, it does so from a terrain and or foliage + distance challenged position making the site not capable of efficiently or effectively providing adequate coverage or capacity.

Available (mid band) carriers at these and other area sites are not capable of effectively serving/offloading the project area due to inherent propagation losses from distance, challenging terrain and or in building coverage losses negatively impacting mid band coverage and capacity offload capabilities. There are other Verizon sites in this general area but due to distance and terrain/foliage they also do not provide any significant overlapping coverage in the area in question that could allow for increased capacity and improved coverage from other sources.

The primary objectives for this project are to increase capacity and provide and or improve coverage throughout the central portion of the Town of Perinton, more specifically the neighborhoods in the area of Ayrault Rd and Jefferson Ave, including High Point Trail, Country Corner Ln, Nettlecreek Rd, Thornfield Way, Towpath Trail, and Old Post Rd. In order to offload capacity from **White Haven, Selborne Chase, and Fairport DT** sites, a new dominant server must be created. This new dominant coverage will effectively offload the existing overloaded sites/cells as well as provide improved coverage where significant gaps exist today.

Following the search for co-locatable structures to resolve the aforementioned challenges and finding none available, Verizon proposes to attach the necessary antenna(s) to a new utility pole located at **77 Country Corner Lane, Fairport, NY, 14450**. Verizon's antennas will utilize 37.1' ACL (Antenna Center Line) with a top of antenna height of 39.4'. This solution is the minimum height necessary to provide the coverage and capacity improvements needed.

Explanation of Nettle Creek Search Area



Nettle Creek Search Area

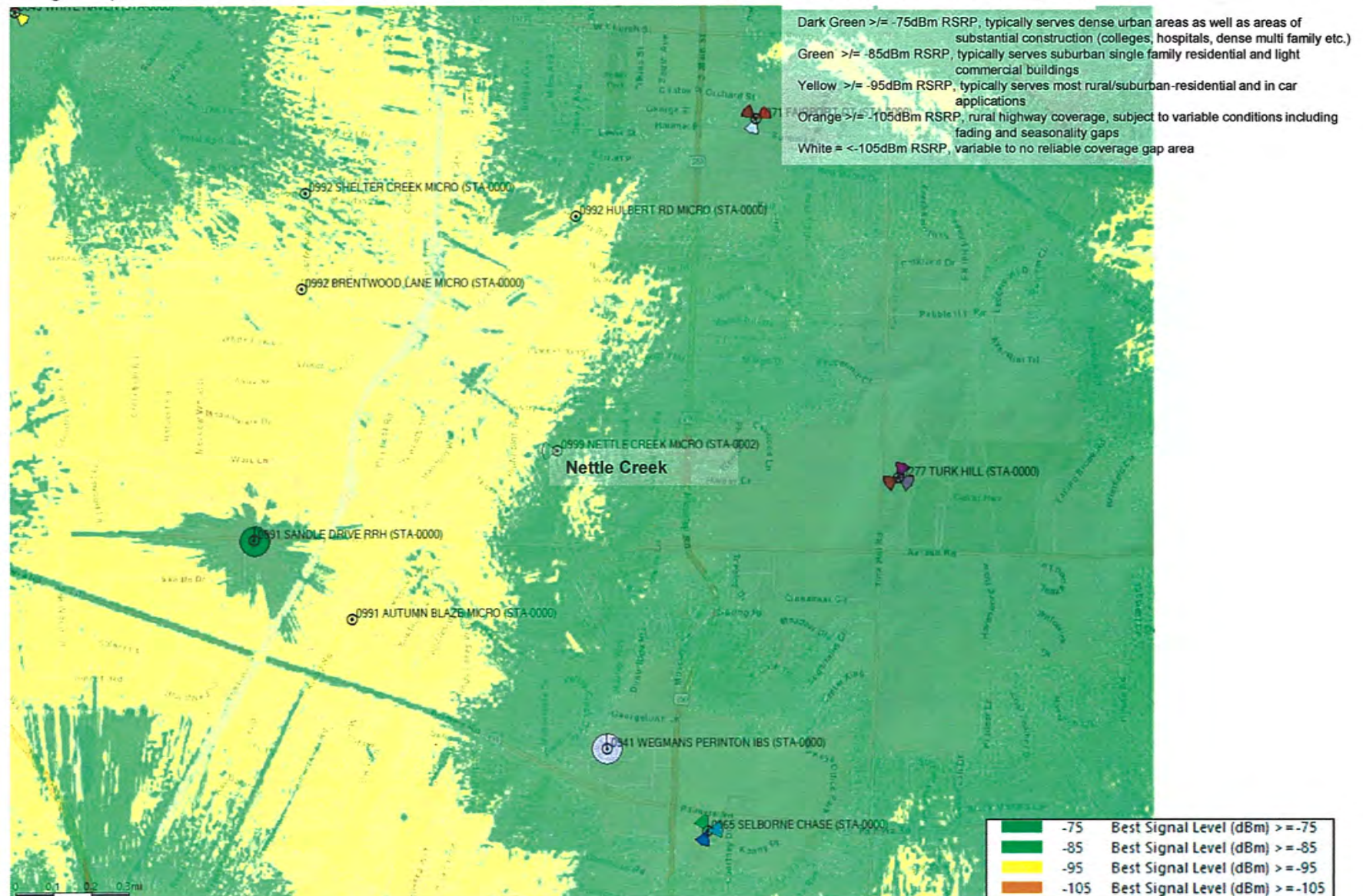
A **Search Area** is the geographical area within which a new site is targeted to solve a coverage and or capacity deficiency. Three of the factors taken into consideration when defining a search area are topography, user density, and the existing network.

- **Topography** must be considered to minimize the obstacles between the proposed site and the target coverage area. For example, a site at the bottom of a ridge will not be able to cover the other side from a certain height.
- In general, the farther from a site the **User Population** is, the weaker the RF conditions are and the worse their experience is likely to be. These distant users also have an increased impact on the serving site's capacity. In the case of a multi sector site, centralized proximity is essential to allow users to be evenly distributed and allow efficient utilization of the site's resources.
- The existing **Network Conditions** also guide the design of a new site. Sites placed too close together create interference due to overlap and are an inefficient use of resources. Sites that are too tall or not properly integrated with existing sites cause interference and degrade service for existing users.
- Existing co-locatable structures inside the search area as well as within a reasonable distance of the search area are submitted by site acquisition and reviewed by RF Engineering. If possible, RF will make use of existing or nearby structures before proposing to build new towers.

To resolve the coverage and capacity deficiencies previously detailed, Verizon Wireless is seeking to add one new cell facility within this area meeting an ASML plus ACL requirement of at least 650' to improve wireless service capacity and coverage. By providing a new dominant signal area and offloading weak and distant traffic from **White Haven, Selborne Chase and Fairport DT** sites with the proposed site, adequate and reliable service will be restored. The new **Nettle Creek** site will provide dominant and dedicated signal to the identified portions of the **Town of Perinton**. This helps to improve not only the **Nettle Creek** project area but will also result with significant improvements to the above mentioned overloaded sites ultimately improving community wide areas in and around the **Nettle Creek** project area.

Existing Low Band (700/850MHz) Coverage (signal strength)

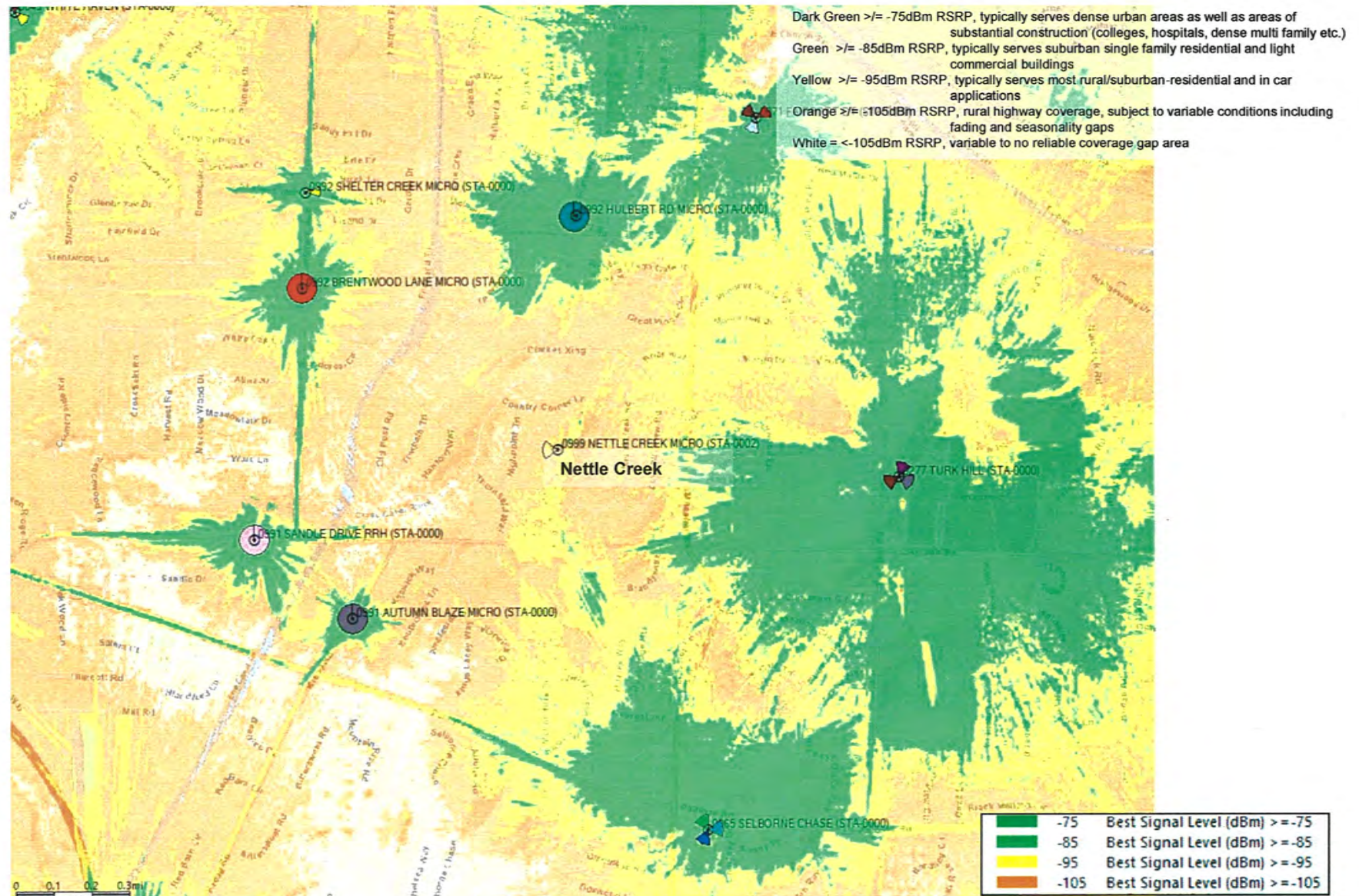
This coverage map shows how weak the RF conditions are in portions of the **Town of Perinton** and surrounding area.



The map above represents low band signal strength (coverage) from existing sites. The proposed small cell will not add 700 coverage, so this coverage will not change.

Existing Mid Band (2100MHz) Coverage (signal strength)

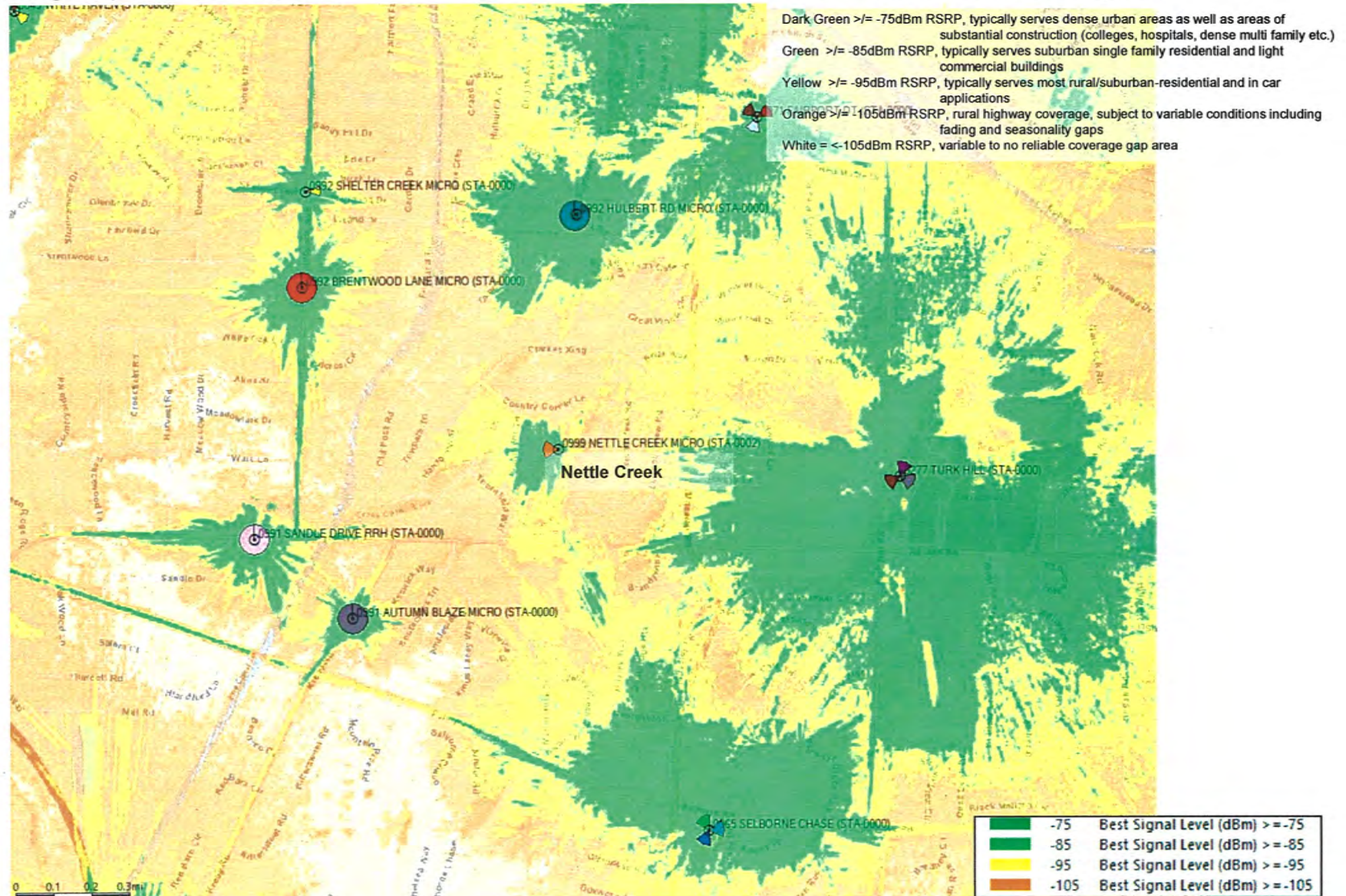
This coverage map shows how weak the RF conditions are in portions of the **Town of Perinton** and surrounding area.



The map above represents mid band signal strength (coverage) from existing sites.

Proposed Mid Band (2100MHz) Coverage (signal strength)

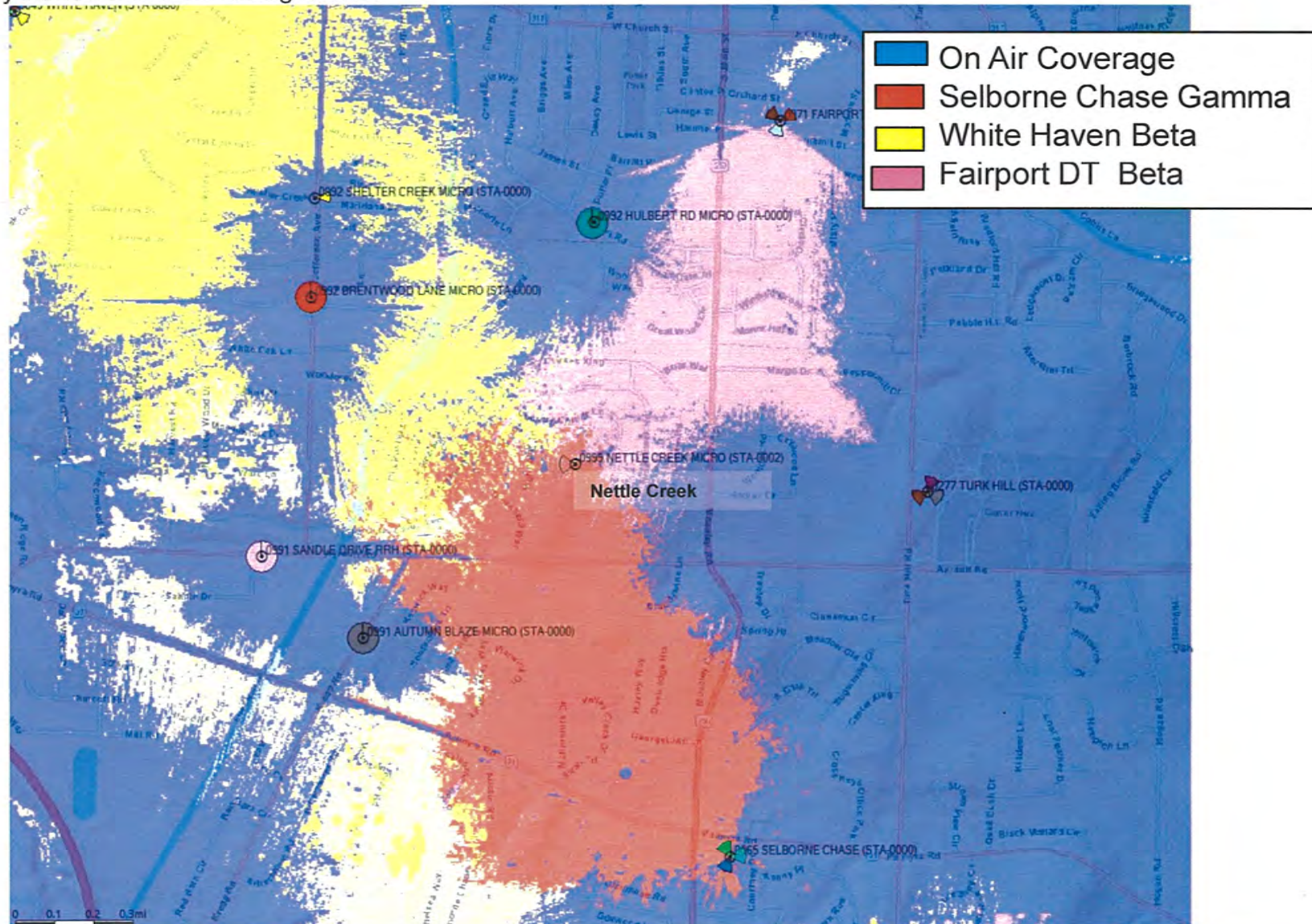
This coverage map shows how improved the RF conditions will be in portions of the **Town of Perinton** and surrounding area.



The map above adds coverage from the **Nettle Creek** site at 37.1' ACL to the existing coverage map. The improved signal strength corresponds to improved coverage and capacity throughout the identified gap areas. This will help to resolve the coverage and capacity issues impacting portions of the Town of Perinton .

Existing 2100MHz Best Server -105dBm RSRP

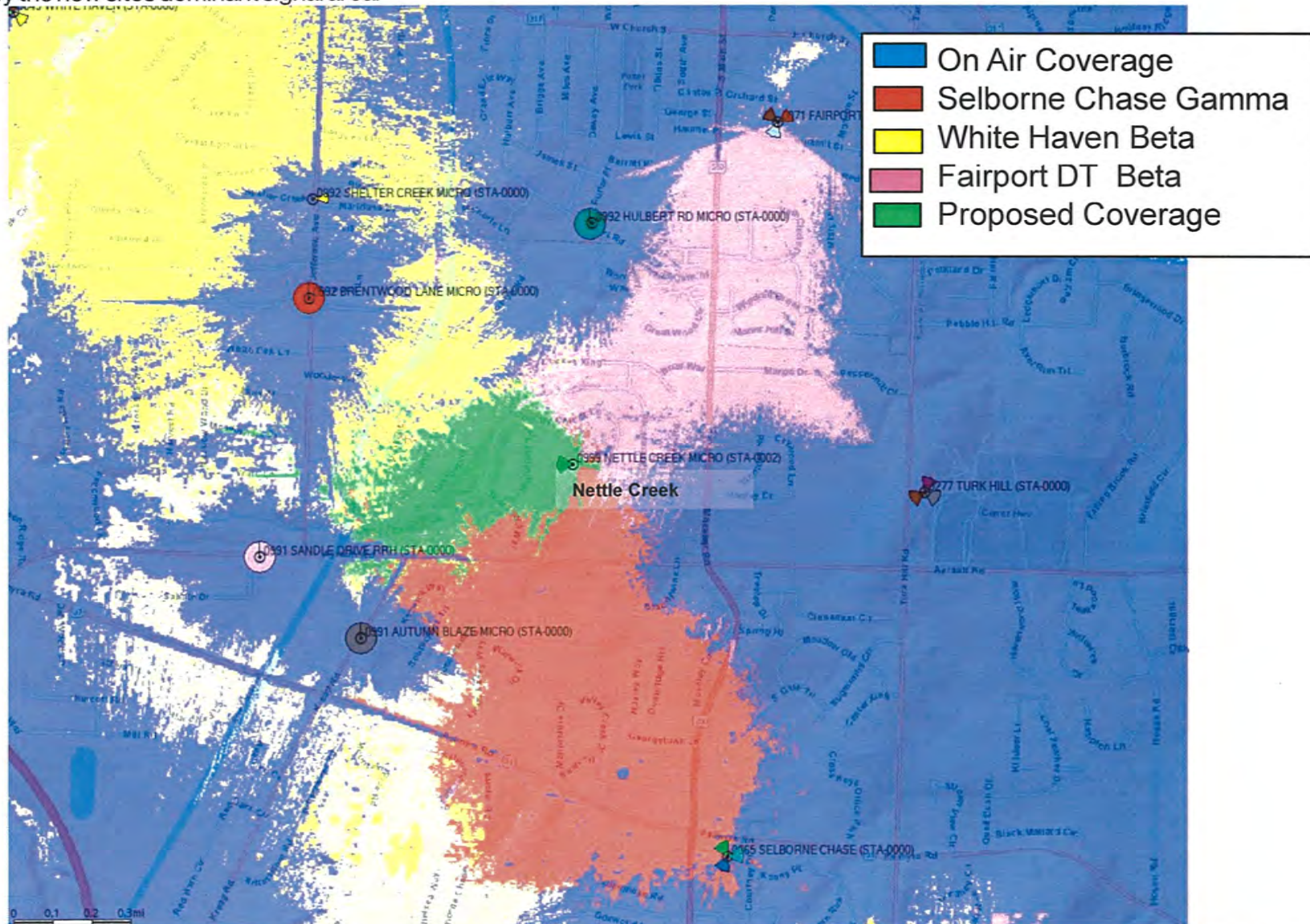
Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.



The map above represents coverage from existing sites, with the sites in need of capacity offload detailed in the legend above. Blue coverage is from other on air (Mid Band) sites.

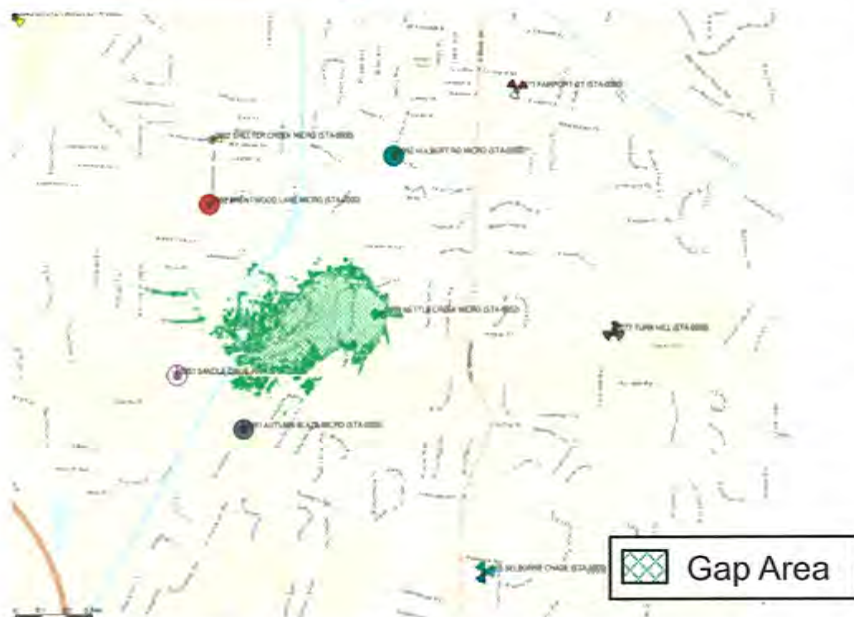
Proposed 2100MHz Best Server -105dBm RSRP

Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.



The map above adds the footprint of the proposed **Nettle Creek** site in green. The green best server footprint provides improved coverage and capacity throughout the identified area. This will help to resolve the coverage and capacity issues impacting the existing overloaded sectors identified in the image above.

RF Justification Summary



The proposed site resolves the substantial and significant gaps in coverage and capacity impacting this portion of the **Town of Perinton**. These gaps are shown above: The green shaded area represent the gaps in coverage and capacity that the proposed **Nettle Creek** site with a 37.1' ACL will resolve.

The network was analyzed to determine whether there is sufficient **RF coverage and capacity** in the **Town of Perinton**. It was determined that there are gaps in adequate LTE service for Verizon Wireless in the Mid Band LTE frequencies. In addition to the coverage deficiencies, Verizon Wireless' network does not have sufficient capacity (low band or mid band) to handle the existing and projected LTE voice and data traffic in the area near and neighboring the proposed facilities ("targeted service improvement area"). Based on the need for additional coverage and capacity while considering the topography and specific area requiring service, any further addition of capacity to distant existing sites does not remedy Verizon's significant gap in reliable service. Therefore, the proposed facility is also needed to provide "**capacity relief**" to the existing nearby Verizon Wireless sites, allowing the proposed facility and those neighboring sites to adequately serve the existing and projected capacity demand in this area.

With the existing network configuration there are significant gaps in service which restricts Verizon Wireless customers from originating, maintaining or receiving reliable calls and network access. It is our expert opinion that the proposed site will satisfy the coverage and capacity needs of Verizon Wireless and users on it's network in these portions of the **Town of Perinton** and this project area. The proposed location depicted herein satisfies the identified service gaps and is proposed at the minimum height necessary for adequate and reliable service.

Timothy Zarneke

Timothy Zarneke
Senior Engineer – RF Design
1275 John Street, Suite 100
West Henrietta, NY 14586
585-297-7006
Verizon Wireless

EXHIBIT F



VERIZON WIRELESS

Nettle Creek

77 Country Corner Lane
Fairport NY 14450

**REAL ESTATE SITE SELECTION REPORT
SEPTEMBER 22, 2025**

SITE SELECTION REPORT

Verizon Wireless proposes to install and operate a new wireless telecommunications Small Cell at the St Luke's Episcopal Church located at 77 Country Corner Lane Fairport NY 14450. A Small Cell is a low-powered wireless facility that supplements the existing macro wireless network, providing increased capacity and coverage in dense or high-demand areas. They are physically smaller and offer a more localized range than traditional macro cells and are typically discreetly attached to structures like utility poles.

The proposed Verizon Wireless small cell includes installing (1) antenna and associated radio equipment shroud on a new wooden utility pole adjacent to the church parking lot.

1. The Search Area

The need for a new Verizon Wireless site in the Town of Perinton is based on a comprehensive analysis prepared separately by Verizon Wireless' in-house Radio Frequency ("RF) Design Engineer. As part of that RF analysis, the Verizon Wireless RF Design Engineer developed a search area for the proposed new site. The search area is the geographical area within which a new wireless telecommunications facility is most likely to provide the required coverage and/or capacity relief. One of the purposes of the search area is to assist the site acquisition firm to focus its efforts on the particular area within which a new facility can be located to remedy the specific RF concern identified by the RF Design Engineer.

The search area for the Nettle Creek ("Search Area") is approximately A 1,500 Ft wide area illustrated by the red circle in **Figure 1**, attached hereto. An additional requirement detailed in the search area is a need to have an ASML plus ACL requirement of at least 650'

(a) Geography & Topography

The Nettle Creek Search Area is characterized as a suburban neighborhood with St Lukes's Episcopal Church being at the center. The area is a large hill with many tall trees. The St Lukes's Episcopal Church is located at the top of the hill with the highest ground elevation

(b) Land Use

The Search Area is made up of predominately residential homes and (1) church property. During the review of the Search Area, the site acquisition firm will identify properties and structures that are sufficient to support a small cell facility.

(c) Description of Figures

The following figures are provided to illustrate the different characteristics which exist within the Search Area relative to the identification of a location for a new wireless communications Micro cell.

Figure 1 - Search Area with Candidate

Figure 2 – Search Area with Candidates and Tax Map

Figure 3: Search area with height required

2. Zoning Considerations

(a) Collocation

Verizon Wireless routinely seeks to install its small cell antennas and equipment on existing utility pole structures whenever feasible. Local communities universally favor collocations because they can minimize the number of wireless telecommunications structures in an area, and many municipalities even provide for a streamlined application review process. Collocation is often listed as the highest citing priority in a local municipality's zoning law. In addition to the potential for a streamlined zoning application process, collocation is preferred by wireless providers because it is generally a less expensive and more efficient option to provide reliable service when compared to the installation of a new support structure. In this search area there are no existing utility poles that can be utilized as existing support structures for collocation.

When it is not feasible to collocate on an existing utility poles or tall structures, Verizon Wireless must find a privately owned site which is appropriate, and can accommodate a new communications structure.

3. CANDIDATE ANALYSIS

After a comprehensive investigation of the Search Area, no existing utility poles or structures of sufficient height were identified and/or suitable for Collocation within or near the limits of the Search Area provided by the RF Engineer. The St. Episcopal Church property is the highest point of the hill and is the only location within the search area that provides an adequate ACL plus ground elevation of 650' ASML. The Church property has an open parking lot with adequate space for constructing a small cell on a utility pole while providing minimal visual impact.

4. SUMMARY

Based on the foregoing, the number of acceptable locations for a new small cell within the Search Area is limited to the church property due to the AMSL requirements. The new utility pole support structure is proposed due to the lack of any existing suitable structures.

Prepared by:

William Grover

William Grover
Pyramid Network Services, LLC
Consultant to Verizon Wireless

FIGURE 1
Nettle Creek
Search Area



FIGURE 2
Nettle Creek
Search Area with Candidates and Tax Map



FIGURE 3

**Nettle Creek
Topographical Map**

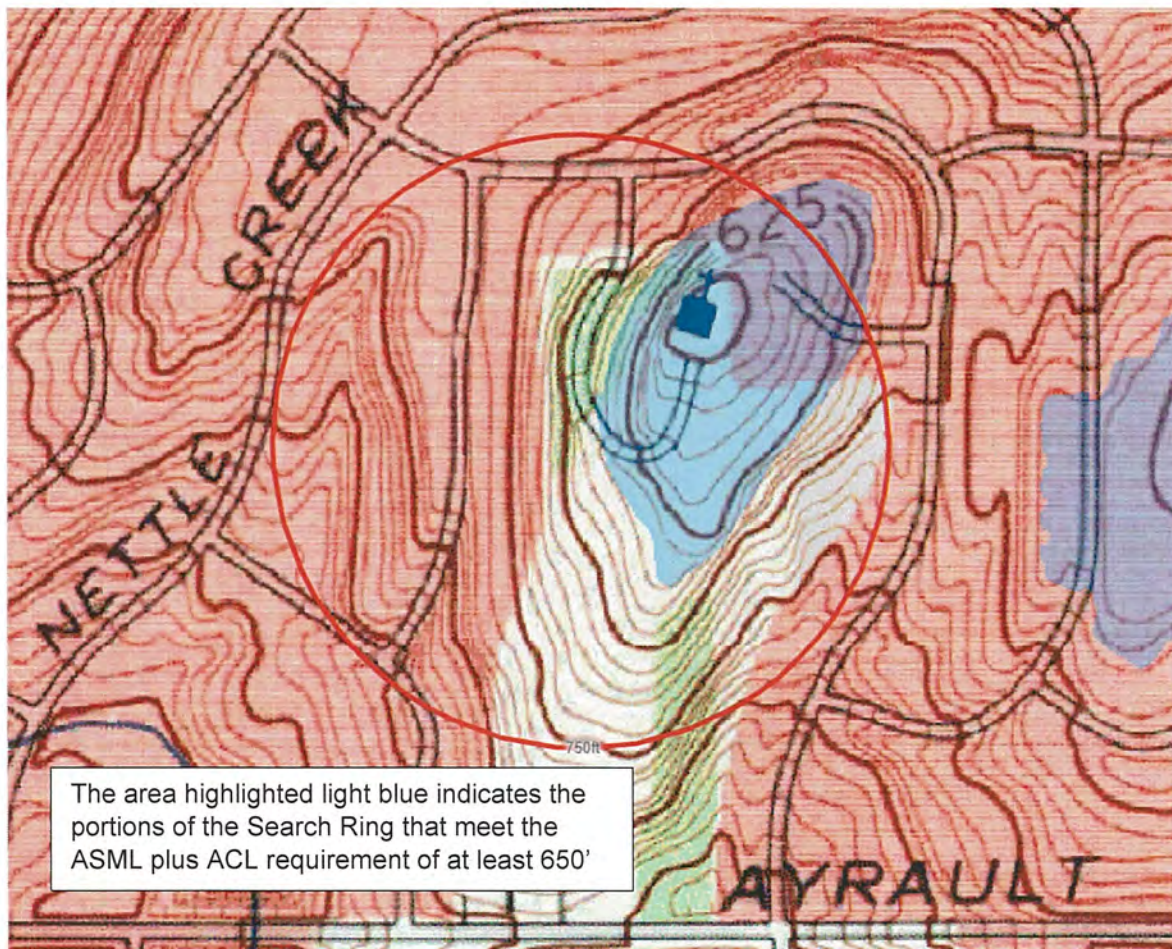


EXHIBIT G

This Indenture,

Made the 15th day of
January Nineteen Hundred and sixty-two
Between HENRIETTE E. FULREADER, residing at 66 Alpine Drive, in
the Town of Pittsford, County of Monroe and State of New York,

party of the first part, and
Rector, Churchwardens and Vestrymen of St. Luke's Church,
Fairport, New York,

Witnesseth that the party of the first part, in consideration of
One Dollar (\$1.00)
lawful money of the United States,
paid by the parties of the second part, do es hereby grant and release unto the
parties of the second part, their heirs, successors and assigns forever,

2159
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Perinton,
County of Monroe and State of New York, being a part of Lot Number
Forty-five (45) in said Town, bounded as follows:- Commencing in the
north line of Ayrault Road at the southwest corner of land conveyed to
Samuel M. Hanford by Samuel Benjamin by deed recorded in Monroe County
Clerk's office in Liber 31 of Deeds at page 112; thence running northerly
in the west line of said Hanford's land Twenty-four (24) chains Eighty-
eight (88) links; thence westerly parallel with the south line of said
Lot Six (6) chains Fifty (50) links; thence southerly parallel with the
east line of the premises hereby conveyed Twenty-four (24) chains
Eighty-eight (88) links, more or less, to the north line of the highway;
thence easterly along the north line of the highway Six (6) chains
Fifty (50) links to the place of beginning, containing sixteen (16)
acres, more or less.

Said premises are subject to an easement given to the American
Telephone and Telegraph Company and recorded in Monroe County Clerk's
Office on October 19th, 1927, in Liber 1403 of Deeds at page 487.

Intending hereby to convey the same premises conveyed to party
of the first part by deed dated March 12th, 1941 and recorded on the
25th day of March, 1941 in Liber 1685 of Deeds at page 548 in the
Monroe County Clerk's office, together with all of the right, title and
interest of the first party in Ayrault Road immediately adjacent to the
premises above conveyed.

UGR 3385 PG 536

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,
To have and to hold the premises herein granted unto the parties of the second part, their heirs, successors and assigns forever.

And said party of the first part

First, That the parties of the second part shall quietly enjoy the said premises;

Second, That said party of the first part

will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In Presence of

Henriette E. Fulreader

State of New York } On this 15th day of January
County of MONROE } Nineteen Hundred and sixty-two
before me, the subscriber, personally appeared
HENRIETTE E. FULREADER

to me personally known and known to me to be the same person described in and who executed the within instrument, and she duly acknowledged to me that she executed the same.

JACK A. KAMAN
NOTARY PUBLIC, T. Monroe County
Catharine City, N.Y. 12

Jack A. Kaman
Notary Public

RECORDED

20 JAN 15 AM 11 27

MONROE COUNTY
CLERK'S OFFICE

Ad

WARRANTY WITH LIEN COVENANT

HENRIETTE E. FULREADER

TO

Rector, Churchwardens and Vestrymen of St. Luke's Church,

Dated January 15, 1962

State of New York
Monroe County, ss.

Recorded on the 15th Day
of January 1962
at 11:27 A.M. in Liber
2285 of Books
at page 535 and examined.

Robert Hester
MONROE COUNTY CLERK

KAMAN, BERLOVE & KAMAN
Attorneys at Law
503 Terminal Bldg.
Rochester 14, New York.

42

COPY

Site Name: Nettle Creek
Site Number: 20141126477/312238
Atty/Date: NP/December 2016

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this 10 day of Aug, 2017, between RECTOR, CHURCHWARDENS AND VESTRYMEN OF ST. LUKE'S CHURCH, FAIRPORT, NEW YORK a/k/a THE RECTOR, CHURCHWARDENS AND VESTRYMEN OF ST. LUKE'S CHURCH, IN THE VILLAGE OF FAIRPORT COUNTY OF MONROE AND STATE OF NEW YORK a/k/a RECTOR, WARDENS AND VESTRYMEN OF ST. LUKE'S (EPISCOPAL) CHURCH, FAIRPORT, NY a/k/a and commonly known as ST. LUKE'S EPISCOPAL CHURCH, with offices located at 77 Country Corner Lane, Fairport, New York 14450, hereinafter designated LESSOR, and BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC. d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE approximately thirty-six (36) square feet of ground space (the "Ground Space") of the property located at 77 Country Corner Lane, in the Town of Perinton, County of Monroe, State of New York, Tax Map Number 165.12-2-66.1 (such real property is hereinafter sometimes referred to as the "Property"), for the installation, operation and maintenance of a utility pole and communications equipment; together with such additional space on the Property for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running from the Ground Space over, under, or across the Property to all necessary electrical and telephone utility sources located on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Ground Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. LESSOR agrees to grant LESSEE, Verizon New York, Inc., or any other local utility or fiber provider the right to install such utilities or fiber in, on, over and/or under the Premises necessary for LESSEE to operate the communications facility as provided for herein.

2. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Property (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property is in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to any building(s), or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the

Site Name: Nettle Creek
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Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of [REDACTED] to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to St. Luke's Episcopal Church, 77 Country Corner Lane, P.O. Box 146, Fairport, New York 14450 or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. In consideration for electrical service, [REDACTED] per year shall be added to the annual rent due under this Agreement as additional rent.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

Site Name: Nettle Creek
Site Number: 20141126477/312238
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5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR agrees to cooperate with LESSEE in its effort to obtain such approvals. LESSOR acknowledges, consents to and joins in any application for Governmental Approvals and authorizes LESSEE to execute any documents required in furtherance of any such applications. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

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b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

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13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Site Name: Nettle Creek
Site Number: 20141126477/312238
Atty/Date: NP/December 2016

17. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: **ST. LUKE'S EPISCOPAL CHURCH**
77 Country Corner Lane
P.O. Box 146
Fairport, New York 14450

LESSEE: **BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.**
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. **RECORDING.** LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. **DEFAULT.** In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. **REMEDIES.** In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of

Site Name: Nettle Creek
Site Number: 20141126477/312238
Atty/Date: NP/December 2016

reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (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 which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (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 which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15)

Site Name: Nettle Creek
Site Number: 20141126477/312238
Atty/Date: NP/December 2016

days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

25. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

Site Name: Nettle Creek
Site Number: 20141126477/312238
Atty/Date: NP/December 2016

26. SIGNING BONUS. LESSEE shall pay St. Luke's Episcopal Church, 77 Country Corner Lane, Fairport, P.O. Box 146, New York 14450, as additional rent, a one-time lump sum signing bonus of [REDACTED] to be paid within 90 days of full execution of this Agreement or within 90 days of receipt by LESSEE of Rental Documentation, whichever is later.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Site Name: Nettle Creek
Site Number: 20141126477/312238
Atty/Date: NP/December 2016

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals on the dates below, effective the day and year first above written.

LESSOR:
ST. LUKE'S EPISCOPAL CHURCH

By: Christopher Veranda and Gail Murray

Name: Christopher Veranda and Gail Murray

Title: Wardens, St. Luke's Episcopal Church

Date: 12/13/16

LESSEE:

BELL ATLANTIC MOBILE SYSTEMS OF
ALLENTOWN, INC. d/b/a Verizon Wireless

By: Richard Polatas

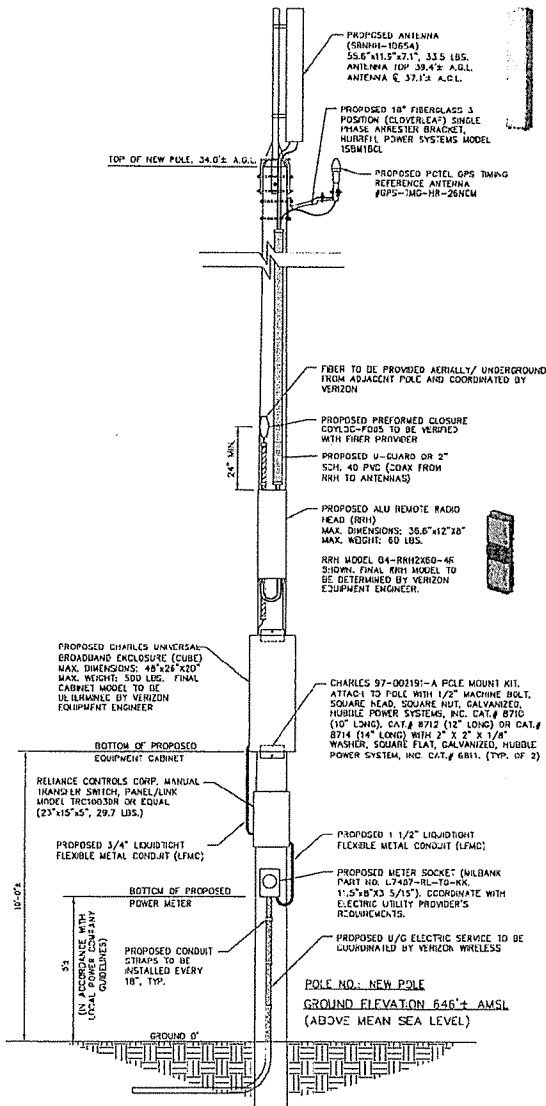
Richard Polatas
Director Network Field Engineering

Date: 8/10/17

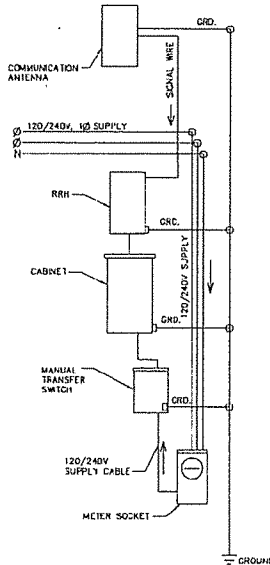
Site Name: Nettle Creek
Site Number: 20141126477/312238
Atty/Date: NP/December 2016

EXHIBIT "A"

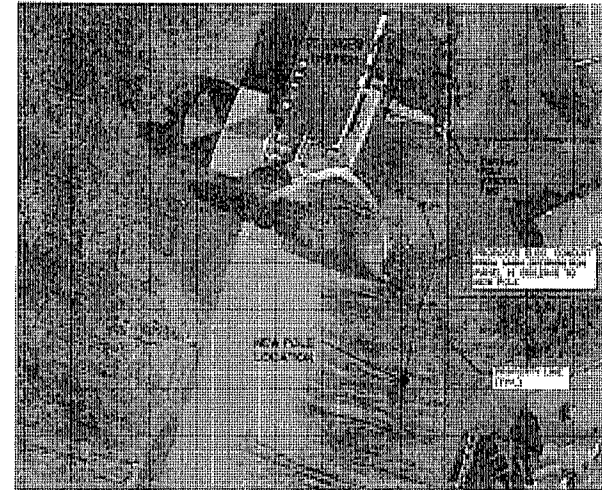
SITE PLAN OF PREMISES



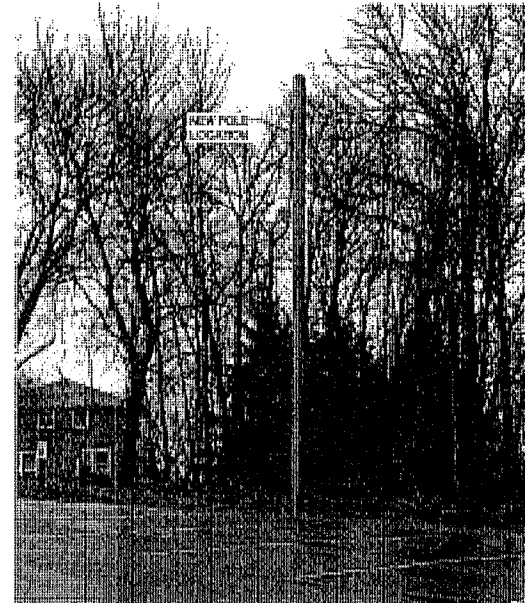
POLE ELEVATION
NOT TO SCALE



WIRING DIAGRAM
NOT TO SCALE



PLAN PHOTO
NOT TO SCALE



ELEVATION PHOTO - LOOKING NORTHEAST
NOT TO SCALE

PLANS PREPARED FOR

verizon

PROJECT COORDINATION BY

TILSON
4841 1st Floor, Suite 101
P.O. Box 14427, F.R. 02117-1427

PLANS PREPARED BY

ERDMAN ANTHONY
1-800-666-6666, Suite 200
200 Main St., 2nd Floor
Fairport, NY 14450
www.erdmananthony.com

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW ARTICLE 141, SECTION 7209.

SUBMITTALS		
#	DESK FOR	DATE
1	APPROVAL	4/25/17

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PROJECT NAME

**NETTLE CREEK MICRO
LEASE EXHIBIT
77 COUNTRY CORNER LA.
FAIRPORT, NY 14450**

SHEET TITLE

**ELEVATIONS
AND DETAILS**

DATE:	4/20/17
PROJECT:	180243
DRAWN BY:	DMK
CHECKED BY:	NJW
SCALE:	NONE

SHEET NUMBER

LE-2

EXHIBIT H

ULS License

**AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz) License -
WQVN927 - Cellco Partnership**

Call Sign	WQVN927	Radio Service	AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz)
Status	Active	Auth Type	Regular
Market			
Market	BEA007 - Rochester, NY-PA	Channel Block	J
Submarket	0	Associated Frequencies (MHz)	001770.00000000-001780.00000000 002170.00000000-002180.00000000
Dates			
Grant	04/08/2015	Expiration	04/08/2027
Effective	11/01/2016	Cancellation	
Buildout Deadlines			
1st	04/08/2021	2nd	04/08/2027
Notification Dates			
1st		2nd	
Licensee			
FRN	0003290673	Type	General Partnership
Licensee			
Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory		P:(770)797-1070 F:(770)797-1036 E:licensingcompliance@verizonwireless.com	
Contact			
Cellco Partnership Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory		P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com	
Ownership and Qualifications			
Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes
Alien Ownership The Applicant answered "No" to each of the Alien Ownership questions.			
Basic Qualifications The Applicant answered "No" to each of the Basic Qualification questions.			
Tribal Land Bidding Credits This license did not have tribal land bidding credits.			
Demographics			
Race			
Ethnicity		Gender	

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGA715 - Cellco Partnership

Call Sign	WQGA715	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	REA001 - Northeast	Channel Block	F
Submarket	21	Associated Frequencies (MHz)	001745.00000000-001755.00000000 002145.00000000-002155.00000000

3.7 GHz License Type

3.7 GHz Linked License

Dates

Grant	12/14/2021	Expiration	11/29/2036
Effective	12/14/2021	Cancellation	

Buildout Deadlines

1st	2nd
-----	-----

Discontinuance Dates

1st	2nd
-----	-----

Notification Dates

1st	2nd	08/26/2021
-----	-----	------------

Licensee

FRN	0003290673	Type	General Partnership
-----	------------	------	---------------------

Licensee

Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
--	---

Contact

Cellco Partnership Licensing - Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
---	---

Ownership and Qualifications

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
Is the applicant an alien or the representative of an alien?	No
Is the applicant a corporation organized under the laws of any foreign government?	No
Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?	Yes

The Alien Ruling question is not answered.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race	
Ethnicity	Gender

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQPZ962 - Cellco Partnership

Call Sign	WQPZ962	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	REA001 - Northeast	Channel Block	E
Submarket	13	Associated Frequencies (MHz)	001740,00000000-001745,00000000 002140,00000000-002145,00000000

3.7 GHz License Type

3.7 GHz Linked License

Dates

Grant	02/16/2022	Expiration	11/29/2036
Effective	02/16/2022	Cancellation	

Buildout Deadlines

1st	2nd
-----	-----

Discontinuance Dates

1st	2nd
-----	-----

Notification Dates

1st	2nd	10/04/2021
-----	-----	------------

Licensee

FRN	0003290673	Type	General Partnership
Licensee			
Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022		P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com	

Contact

Cellco Partnership Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
---	---

Ownership and Qualifications

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
Is the applicant an alien or the representative of an alien?	No
Is the applicant a corporation organized under the laws of any foreign government?	No
Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?	Yes

The Alien Ruling question is not answered.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race	
Ethnicity	Gender

Cellular License - KNKA297 - Bell Atlantic Mobile Systems LLC

Call Sign	KNKA297	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular
Market			
Market	CMA034 - Rochester, NY	Channel Block	B
Submarket	0	Phase	2
Dates			
Grant	04/15/2025	Expiration	05/15/2035
Effective	04/15/2025	Cancellation	
Five Year Buildout Date			
10/01/1989			

ECIP Information

ECIP Flag

Small Carrier or Tribal
Nation Transaction

Rural-Focused
Transaction

ECIP Dates

5-Year Holding Period
Begins

5-Year Holding Period
Ends

Required Operational Filing Dates

IORN Operation Begin
Date

FORN Deadline Date

FORN Filed Date

Control Points

3 500 W. Dove Rd., TARRANT, Southlake, TX
P: (800)264-6620

Licensee

FRN 0029635588

Type Limited Liability Company

Licensee

Bell Atlantic Mobile Systems LLC
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022
ATTN Licensing Manager

P:(770)797-1070
E:Licensingcompliance@VerizonWireless.com

Contact

Verizon Wireless
Licensing Manager
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022
ATTN Regulatory

P:(770)797-1070
E:Licensingcompliance@VerizonWireless.com

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race

Ethnicity

Sex

ULS License

PCS Broadband License - KNLH270 - Cellco Partnership

PA This license has pending applications: 0007966578

Call Sign	KNLH270	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	BTA379 - Rochester, NY	Channel Block	F
Submarket	0	Associated Frequencies (MHz)	001890.00000000-001895.00000000 001970.00000000-001975.00000000

Dates

Grant	06/02/2017	Expiration	06/27/2027
Effective	06/02/2017	Cancellation	

Buildout Deadlines

1st	06/27/2002	2nd	
-----	------------	-----	--

Notification Dates

1st	06/04/2002	2nd	
-----	------------	-----	--

Licensee

FRN	0003290673	Type	Joint Venture
Licensee		P:(770)797-1070	
Cellco Partnership		F:(770)797-1036	
5055 North Point Pkwy, NP2NE Network Engineering		E:LicensingCompliance@VerizonWireless.com	
Alpharetta, GA 30022			
ATTN Regulatory			

Contact

Cellco Partnership	P:(770)797-1070
Licensing - Manager	F:(770)797-1036
5055 North Point Pkwy, NP2NE Network Engineering	E:LicensingCompliance@VerizonWireless.com
Alpharetta, GA 30022	
ATTN Regulatory	

Ownership and Qualifications

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
Is the applicant an alien or the representative of an alien?	No
Is the applicant a corporation organized under the laws of any foreign government?	No
Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?	Yes

The Alien Ruling question is not answered.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race	
Ethnicity	Gender

ULS License

700 MHz Upper Band (Block C) License - WQJQ689 - Cellco Partnership

 This license has pending applications: 0008657811

Call Sign	WQJQ689	Radio Service	WU - 700 MHz Upper Band (Block C)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	REA001 - Northeast	Channel Block	C
Submarket	0	Associated Frequencies (MHz)	000746.00000000-000757.00000000 000776.00000000-000787.00000000

Dates

Grant	09/11/2019	Expiration	06/13/2029
Effective	09/11/2019	Cancellation	

Buildout Deadlines

1st	06/13/2013	2nd	06/13/2019
-----	------------	-----	------------

Notification Dates

1st	06/20/2013	2nd	06/17/2019
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Licensee

FRN	0003290673	Type	General Partnership
Licensee Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory		P:(770)797-1070 E:LicensingCompliance@VerizonWireless.com	

Contact

Verizon Wireless Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 E:LicensingCompliance@VerizonWireless.com
--	--

Ownership and Qualifications

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits..

Demographics

Race	
Ethnicity	Gender

EXHIBIT I

Short Environmental Assessment Form

Part 1 - Project Information

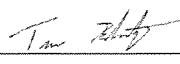
Instructions for Completing

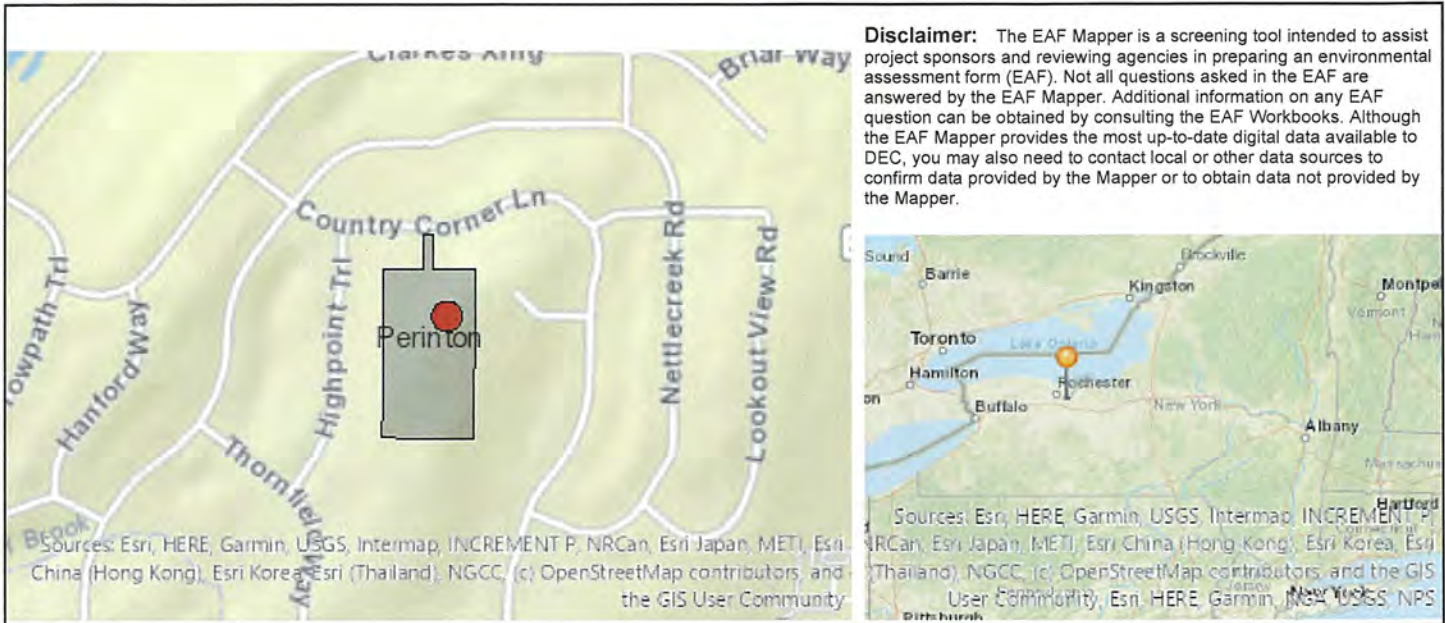
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

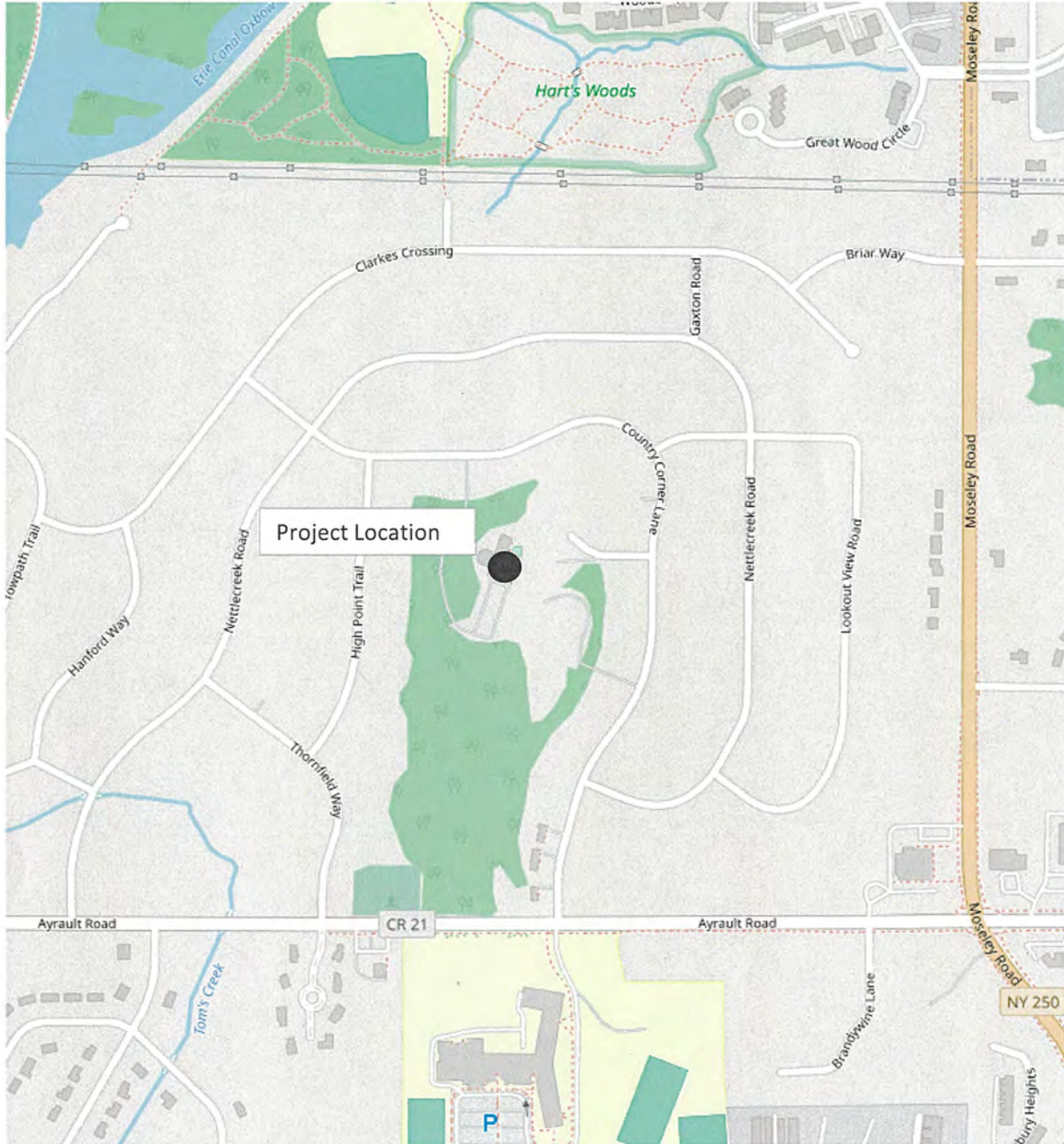
Part 1 – Project and Sponsor Information							
Bell Atlantic Mobile Systems of Allentown, Inc. - d/b/a Verizon Wireless							
Name of Action or Project: Nettle Creek Micro							
Project Location (describe, and attach a location map): 77 Country Corner Lane, Fairport, NY 14450							
Brief Description of Proposed Action: Project will include the installation of a wireless telecommunications equipment enclosure and antenna on new 40' tall utility pole within a new 6'x6' lease area on the ST. Lukes Church property (77 Country Corner Lane, Fairport, NY 14450). A 1.5" power conduit from St. Lukes Church to new pole is proposed. The bottom of the enclosure will be mounted 11'-0" +/- above ground. The antenna will be mounted at the pole top and will have a centerline of 37.1' +/- above ground.							
Name of Applicant or Sponsor: Bell Atlantic Mobile Systems of Allentown, Inc. - d/b/a Verizon Wireless		Telephone: [REDACTED]					
		E-Mail: [REDACTED]					
Address: 1275 John Street, Suite 100							
City/PO: WEST HENRIETTA		State: NY	Zip Code: 14586				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3. a. Total acreage of the site of the proposed action?		<0.001 (Pole) acres					
b. Total acreage to be physically disturbed?		<0.001 (Pole) acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0 acres					
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)							
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Church (St. Luke's)							
<input type="checkbox"/> Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Bell Atlantic Mobile Systems of Allentown - d/b/a Verizon Wireless</u> Date: <u>9-19-25</u> Signature: <u></u> of <u>Erdman Anthony</u> Title: <u>PE</u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No



**ERDMAN
ANTHONY**



145 Culver Road, Suite 200
Rochester, NY 14620
(585) 427-8888

TITLE:

PROJECT LOCATION MAP

Nettle Creek Micro

77 Country Corner Lane, Fairport, New York

Prepared For: Verizon Wireless

DRAWING BY:

NA

DATE:

September, 2025

PROJECT:

19490.43

SCALE:

NTS

REFERENCE:

EAF

FIGURE I

617.20
Appendix B
State Environmental Quality Review
VISUAL EAF ADDENDUM

This form may be used to provide additional information relating to Question 11 of Part 2 of the Full EAF.

(To be completed by Lead Agency)

Visibility	Distance Between Project and Resource (in Miles)					
	0 - ¼	¼ - ½	½ - 3	3 - 5	5 +	NA
1. Would the project be visible from:						
! A parcel of land which is dedicated to and available to the public for the use, enjoyment and appreciation of natural or man-made scenic qualities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! An overlook or parcel of land dedicated to public observation, enjoyment and appreciation of natural or man-made scenic qualities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! A site or structure listed on the National or State Registers of Historic Places?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! State Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! The State Forest Preserve?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! National Wildlife Refuges and State Game Refuges?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! National Natural Landmarks and other outstanding natural features?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! National Park Service lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! Rivers designated as National or State Wild, Scenic or Recreational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! Any transportation corridor of high exposure, such as part of the Interstate System, or Amtrak?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! A governmentally established or designated interstate or inter-county foot trail, or one formally proposed for establishment or designation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! A site, area, lake, reservoir or highway designated as scenic?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! Municipal park, or designated open space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
! County road?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
! State road?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
! Local road?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the visibility of the project seasonal? (i.e., screened by summer foliage, but visible during other seasons)						
<input type="checkbox"/> Yes						<input checked="" type="checkbox"/> No
3. Are any of the resources checked in question 1 used by the public during the time of year during which the project will be visible?						
<input type="checkbox"/> Yes						<input checked="" type="checkbox"/> No

DESCRIPTION OF EXISTING VISUAL ENVIRONMENT

4. From each item checked in question 1, check those which generally describe the surrounding environment.

	[*] 1/4 mile	Within	[*] 1 mile
Essentially undeveloped	<input type="checkbox"/>		<input type="checkbox"/>
Forested	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Agricultural	<input type="checkbox"/>		<input type="checkbox"/>
Suburban Residential	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Industrial	<input type="checkbox"/>		<input type="checkbox"/>
Commerical	<input type="checkbox"/>		<input type="checkbox"/>
Urban	<input type="checkbox"/>		<input type="checkbox"/>
River, Lake, Pond	<input type="checkbox"/>		<input type="checkbox"/>
Cliffs, Overlooks	<input type="checkbox"/>		<input type="checkbox"/>
Designated Open Space	<input type="checkbox"/>		<input type="checkbox"/>
Flat	<input type="checkbox"/>		<input type="checkbox"/>
Hilly	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Mountainous	<input type="checkbox"/>		<input type="checkbox"/>
Other	<input checked="" type="checkbox"/>		<input type="checkbox"/>

NOTE: add attachments as needed Church

5. Are there visually similar projects within:

^{*}1/2 mile ☐ Yes ☒ No 1 mile ☒ Yes ☐ No 2 miles ☒ Yes ☐ No 3 miles ☒ Yes ☐ No

**Distance from project site is provided for assistance. Substitute other distances as appropriate.*

EXPOSURE

6. The annual number of viewers likely to observe the proposed project is 5k?

NOTE: When user data is unavailable or unknown, use best estimate.

CONTEXT

7. The situation or activity in which the viewers are engaged while viewing the proposed action is:

FREQUENCY

Activity	Daily	Weekly	Holidays/ Weekends	Seasonally
Travel to and from work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Involved in recreational activities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Routine travel by residents	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
At a residence	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
At worksite	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other <u>Church</u>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

The **Visual Addendum** is intended to be completed by the **Lead Agency**.
The Lead Agency should revise and update this document as necessary.

Reset

EXHIBIT J

September 12, 2025

To: City Planner

RE: Proof of RF Compliance for Verizon Wireless Facility Located at 77 Country Corner Lane (NETTLE CREEK site)

To Whom It May Concern,

We write to inform you that at Verizon's request, Circet USA performed a routine RF emissions compliance evaluation for this Site and prepared the attached report. Based on the results of the evaluation, this Site complies with the Federal Communication Commission's limits for Maximum Permissible Exposure (MPE) to radiofrequency electromagnetic fields from wireless facilities (MPE Limits).

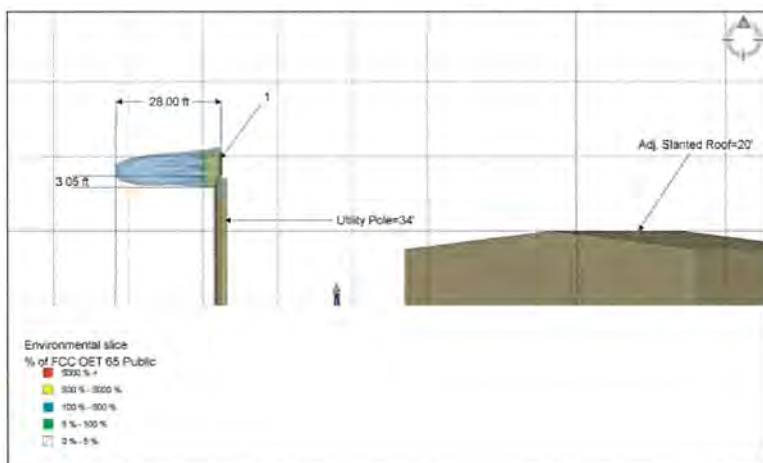
The FCC MPE Limits rules are codified at 47 C.F.R § 1.1310 and were developed in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration.

The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf).

The FCC also provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: https://www.fcc.gov/engineering_technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety.

Questions related to compliance with federal regulations should be directed to VZWRFCompliance@verizonwireless.com.

Analysis:



Horizontal/Vertical Safety Distances:

General Population MPE Safety Distance (feet)	
Horizontal:	28.00
Vertical:	3.05

Occupational MPE Safety Distance (feet)	
Horizontal:	8.75
Vertical:	2.79



Conclusion:

Description of MPE-Limit Exceeding Areas:

Environmental Slice data				
Environmental slice name	Contributing operator	Averaging scheme	Max value	Unit
Antenna Level	All	Custom (within specified range)	379.5	% of FCC OET 65 Public
Ground	All	Custom (within specified range)	0.9698	% of FCC OET 65 Public
Adj. Slanted Roof	All	Custom (within specified range)	0.0009488	% of FCC OET 65 Public

Ground Level 0ft Assessment:







- Below General Population limits

Antenna Level Assessment:

- Above General Population limits

Adj. Slanted Roof Level Assessment:

- Below General Population limits

Mitigation Actions Required/Taken	 Safety Guidelines		 Notice		 Caution		 Warning		 Information		 Barriers/Markers	
Access Point(s)	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> dimensions
Alpha	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input checked="" type="checkbox"/> [2]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> [#]	<input type="checkbox"/> dimensions
	ADD	REM	ADD	REM	ADD	REM	ADD	REM	ADD	REM		ADD ONLY

NOTE: The above table describes the signage/barriers that were installed or removed by the consultant/vendor. If NOT installed by the consultant/vendor what actions are required.

SPECIAL MITIGATION INSTRUCTIONS	
Items to be Installed	Utility Pole: <ul style="list-style-type: none"> Install (2) Notice signs on the opposite sides of the pole, 3.05' below the bottom of antenna, so that general public and/or general maintenance workers climbing or working elevated above ground level are properly notified in advance of the RF exposure they are entering, so that proper RF compliance safety action can be taken.
Items to be Removed	
Items to be Repaired/Replaced	

Sincerely,
Timothy Zarneke
Timothy Zarneke
Senior RF Engineer

EXHIBIT K

June 23, 2025

Mark S. Coon, LS
Network Real Estate
Verizon Wireless, Upstate NY
1275 John St., Ste. 100
West Henrietta, NY 14586

SUBJECT: Nettle Creek Micro
77 Country Corner Lane, Fairport, NY 14450
Utility Pole: New Pole

Dear Mr. Coon:

Erdman Anthony has completed a structural analysis of the above referenced proposed utility pole in accordance with the National Electric Safety Code (NESC). Aerial utilities and equipment included in the analysis are listed in Table 1 below. The purpose of this analysis was to determine the adequacy of the utility pole to support telecommunication equipment proposed by Verizon Wireless and shown on the construction drawings prepared by Erdman Anthony dated June 23, 2025.

This analysis assumes that aerial utilities and conductors were or will be properly installed in accordance with the design requirements of the pole and utility owners (e.g. National Grid, Avangrid, Verizon Communications, Verizon Wireless, etc.) and be well maintained. It also assumes the utility pole was or will be installed in accordance with industry standard construction procedures and specifications. O-Calc Pro software (Version 7.00) was used to perform the analysis.

Pole Data

Height: 40 ft.

Class: 2

Setting Depth: 6.00 ft.

Load Case(s): NESC 2017 – 250B, Grade C, Heavy (0.5" ice and 4 psf wind load)
NESC 2017 – 250C, Grade C, Extreme (90 MPH wind)

Assumptions and Limitations:

1. The subject utility pole is installed plumb and free of defects.
2. All equipment will be installed as shown on the corresponding construction drawings prepared by Erdman Anthony and in accordance with industry standards.
3. The pole, and guy anchors (if included), are assumed to be fixed at ground level.

Table 1 – Pole Attachments:

Attachment	Dimensions/Weight	Elevation (AGL)
(N) Antenna	55.6" x 13.8" x 8.2", 50.7 LBS	37.1' antenna centerline
(N) Fiber	0.52" diam	21.0'
(N) Concealment Shroud	(approx.) 48" x 24" x 26", 279 LBS	12.0' cabinet centerline
(N) Load Center	12.7" x 8.8" x 4.3", 8 LBS	5.5' panel centerline
(N) Electric	1.5" PVC conduit	From Underground

(N) = New equipment, (E) = Existing equipment, (R) = Relocated equipment

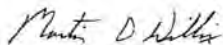
Any discrepancies in pole data, dimensions, or location of attached aerial utilities/conductors or equipment from the above listing shall be brought to the attention of Erdman Anthony prior to installing any attachment. The results of this analysis cannot be used if there are any discrepancies from the pole data listed on the previous page or if the loading is not consistent with that shown in Table 1.

Conclusion:

Erdman Anthony has determined that the utility pole referenced above is structurally sufficient to carry the proposed Verizon Wireless equipment listed in Table 1.

We appreciate the opportunity to be of service on this project. If you have any questions or concerns regarding this analysis, please contact us at (585) 427-8888.

Sincerely,



Martin D. Willix, P.E.
Principal Associate
ERDMAN ANTHONY

MDW



EXHIBIT L



NETTLE CREEK MICRO
VISUALIZATION LOOKING NORTHEAST

EXHIBIT M



Network Engineering – UPNY
1275 John Street, Suite 100
West Henrietta, NY 14586

September 24, 2025

Planning Board
Town of Perinton
1350 Turk Hill Road
Fairport, New York 14450

RE: Application by Bell Atlantic Mobile Systems LLC d/b/a Verizon to co-locate and operate a wireless telecommunications facility on a utility pole on land owned by St. Luke's Church located at 77 Country Corner Lane (Tax Parcel No. 165.12-2-66.1) in the Town of Perinton, County of Monroe, State of New York (Verizon's "Nettle Creek Micro" site).

Dear Members of the Planning Department:

Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless agrees to remove the proposed wireless telecommunication facility and related improvements installed as part of the above-referenced project if the facility becomes obsolete, damaged beyond use or ceases to be used for its intended purpose for a period of twelve (12) consecutive months. If necessary, Verizon Wireless will also provide the bond in an amount determined by the Town at the time it applies for the required building permit.

If you have any questions, please feel free to contact me at (585) 321-5435.

Sincerely,

/s/ Kathy Pomponio

Kathy Pomponio

EXHIBIT N



PROJECT SUMMARY

SITE NAME: NETTLE CREEK MICRO
PROJECT ID: 2496698
MDG LOCATION ID: 5000182778
LATITUDE: 43.082581° (N)
LONGITUDE: 77.448861° (W)
GROUND ELEVATION: 643.4±
STRUCTURE TYPE: NEW 40' UTILITY POLE, 34.0' A.G.L.
POLE LOCATED ON PRIVATE PROPERTY
SITE LOCATION: 77 COUNTRY CORNER LANE
FAIRPORT, NY 14450
JURISDICTION: TOWN OF PERINTON
ZONING DISTRICT: RESIDENTIAL B
PUBLIC RIGHT-OF-WAY JURISDICTION: N/A
COUNTY: MONROE
POLE OWNERS: VERIZON WIRELESS
APPLICANT: BELL ATLANTIC MOBILE SYSTEMS LLC
d/b/a/ VERIZON WIRELESS
1275 JOHN ST., STE. 100
WEST HENRIETTA, NY 14586

SCOPE OF WORK:

1. INSTALL 40' WOOD POLE.
2. INSTALL NEW ANTENNA (COMMSCOPE NHHS4-65A-R3B).
3. INSTALL COMMSCOPE MV2 ENCLOSURE.
4. INSTALL NEW 3/4" COAX, 13 LINES.
5. INSTALL NEW COMMSCOPE DIPLEXER, MODEL CDX1923Q-DS-43.
6. INSTALL NEW SAMSUNG RRH, MODEL RF 4439d-25A (WITHIN MV2 ENCLOSURE).
7. INSTALL NEW SAMSUNG RRH, MODEL RT8808-77A (WITHIN MV2 ENCLOSURE).
8. INSTALL NEW 2.0 KW POWER MODULE (WITHIN MV2 ENCLOSURE).

SITE NAME: NETTLE CREEK MICRO
PROJECT ID: 2496698
MDG LOCATION ID: 5000182778
POLE NO. NEW POLE

SHEET INDEX

- C-1 TITLE SHEET
C-2 NOTES
C-3 SITE PLANS
C-4 ELEVATION & DETAILS
C-5 DETAILS



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

PRINTING NOTE:
THE ORIGINAL SIZE OF THIS
PLAN SET IS 11" X 17"

PLANS PREPARED FOR



PLANS PREPARED BY

ERDMAN
ANTHONY

145 Culver Road Suite 200
Rochester, NY 14620-1678
Telephone 585 427 8888
Facsimile 585 427 8914
www.erdmananthony.com



4/16/25

NOTE: UNAUTHORIZED ALTERATION OR
ADDITION TO THIS DRAWING IS A VIOLATION
OF THE NEW YORK STATE EDUCATION LAW
ARTICLE 145, SECTION 7209.

SUBMITTALS		
#	ISSUED FOR	DATE
1	APPROVAL	4/16/25
2	REVISED ANTENNA AZIMUTH	4/18/25
3	REVISED NOTICE SIGNS PER RFE REPORT	6/23/25
4	ADDED 6' X 6' LEASE AREA	9/19/25

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PRIOR WRITTEN AUTHORIZATION OF ERDMAN
ANTHONY.

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PROJECT NAME

NETTLE CREEK MICRO
CONSTRUCTION DRAWINGS
77 COUNTRY CORNER LA.
FAIRPORT, NY 14450

SHEET TITLE

TITLE SHEET

DATE:	9/18/25
PROJECT #:	19490.43
DRAWN BY:	MJM
CHECKED BY:	MDW
SCALE:	NONE

SHEET NUMBER

C-1

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE NEW YORK STATE BUILDING CODE, OTHER APPLICABLE CODES AND ORDINANCES, INCLUDING THOSE OF THE MUNICIPALITY OF JURISDICTION.
2. CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE NEW WORK AND MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
3. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
4. DIMENSIONS SHOWN ARE TO FINISH SURFACES, UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS AND/OR DESIGN INTENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE CARRIER'S AUTHORIZED REPRESENTATIVE OR THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
5. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
6. CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEMS NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
7. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER 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 CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER CONTRACT, UNLESS OTHERWISE NOTED.
9. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT AREAS, AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS.
11. CONTRACTOR SHALL COORDINATE HIS WORK AND SCHEDULE HIS ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER AND THE MUNICIPALITY OF JURISDICTION.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO RADIO EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
13. CONTRACTOR SHALL MAINTAIN LIABILITY INSURANCE TO PROTECT THE OWNER AND CARRIER.
14. INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
15. MAKE NECESSARY PROVISIONS TO PROTECT EXISTING SURFACES, EQUIPMENT, IMPROVEMENTS, PIPING, ANTENNA AND ANTENNA CABLES. REPAIR ANY DAMAGE THAT OCCURS DURING CONSTRUCTION.
16. REPAIR ALL EXISTING SURFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLEND WITH ADJACENT SURFACES.
17. KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS AND RUBBISH. EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OF THE OWNER SHALL BE REMOVED. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
18. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE ENGINEER.
19. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS AND INSPECTIONS AND PAY ALL REQUIRED FEES.
20. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A/10-BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILDOUT AREA DURING CONSTRUCTION.
21. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS AND OTHER DOCUMENTATION SHALL BE TURNED OVER TO CARRIER AT COMPLETION OF CONSTRUCTION.
22. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF ACCEPTANCE BY CARRIER. ANY WORK, MATERIALS, OR EQUIPMENT FOUND TO BE DEFECTIVE DURING THAT PERIOD SHALL BE CORRECTED IMMEDIATELY UPON WRITTEN NOTIFICATION AT NO ADDITIONAL COST TO CARRIER.

23. RIGGING OPERATIONS SHALL BE DONE IN ACCORDANCE WITH STATE AND FEDERAL SAFETY REGULATIONS (OSHA). ENGINEER, CARRIER AND THE OWNER SHALL BE HELD HARMLESS IN THE EVENT THE CONTRACTOR DOES NOT FOLLOW SUCH SAFETY REGULATIONS.
24. CONTRACTOR SHALL PROVIDE ACCESS TO THE SITE AND ASSIST THE RADIO EQUIPMENT VENDOR AND THE ANTENNA INSTALLATION CONTRACTOR AS THEY MAY REQUIRE.
25. THE CONTRACTOR SHALL EMPLOY STANDARD EROSION AND SEDIMENT PRACTICES AS REQUIRED TO PREVENT SEDIMENT/SPOILS FROM BEING TRACKED ONTO PAVEMENTS. ANY OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY.
26. THE METER SOCKET, LOAD CENTER AND CONDUITS/U-GUARDS SHALL BE OEM GRAY.

ANTENNA MOUNTING NOTES

1. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO ANSI/TIA-222-G "STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS". THE BUILDING CODE OF NEW YORK STATE, AND ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
3. ALL BOLTS, ANCHORS AND MISCELLANEOUS 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 COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
6. DESIGN OF THE ANTENNA MOUNTING BRACKETS, SUPPORTS, AND ALL COMPONENTS THEREOF AND ATTACHMENT THERETO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MANUFACTURER SHALL PROVIDE THE OWNER DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA. MANUFACTURER SHALL ALSO PROVIDE THE OWNER WITH A STATEMENT OF COMPLIANCE, INDICATING THAT THE ANTENNA SUPPORTS HAVE BEEN DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-G STANDARDS. ALL SUBMISSIONS SHALL BEAR THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.

STRUCTURAL NOTES

1. DESIGN REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE CURRENT ADOPTED VERSION OF THE BUILDING CODE OF NEW YORK STATE, THE NATIONAL ELECTRIC SAFETY CODE AND OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES.

GROUNDING NOTES

GROUND TESTING AFTER CONSTRUCTION

1. AT THE COMPLETION OF THE SMALL CELL'S CONSTRUCTION, THE CONTRACTOR SHALL TEST THE GROUND SYSTEM TO ASCERTAIN THE RESISTANCE TO EARTH AS SPECIFIED IN VERIZON WIRELESS NETWORK STANDARDS AND NATIONAL ELECTRIC CODE. THE DESIRED RESULT IS FIVE (5) OHMS OR LESS.
2. NOTE: GROUNDING TEST SHALL BE TAKEN BEFORE A/C POWER NEUTRAL / GROUND BOND IS CONNECTED.

ELECTRICAL NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. ALL ELECTRICAL EQUIPMENT AND ACCESSORIES SHALL BE U.L. APPROVED OR LISTED.
3. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
4. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
5. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
6. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
7. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOTS), GROUNDING, AND TT CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
8. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
9. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE USE-2 CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT RHW-2 OR XHHW-2, STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
12. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 90°C.
13. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
14. PVC SCHEDULE 40 CONDUIT SHALL BE USED UNDERGROUND EXCEPT IN AREAS OF VEHICULAR TRAFFIC. IN SUCH AREAS, PVC SCHEDULE 80 SHOULD BE USED.
15. ALL CONDUIT SHALL BE SUPPORTED ADEQUATELY.
16. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED. LFMC SHALL CONFORM TO NEC ARTICLE 350.
17. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
18. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
19. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 3R (OR BETTER) FOR OUTDOOR LOCATIONS.
20. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 3R (OR BETTER) FOR OUTDOOR LOCATIONS.
21. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND WEATHER PROTECTED (WP OR BETTER) FOR OUTDOOR LOCATIONS.
22. NON-METALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND WEATHER PROTECTED (WP OR BETTER) FOR OUTDOOR LOCATIONS.
23. IF REQUIRED, CONTRACTOR SHALL APPLY FOR ELECTRICAL SERVICE AS SOON AS POSSIBLE AND COORDINATE REQUIREMENTS, SERVICE ROUTING, AND METER SOCKET TYPE WITH LOCAL POWER COMPANY.
24. CONTRACTOR SHALL OBTAIN ALL PERMITS, PAY PERMIT FEES, AND SCHEDULE INSPECTIONS.
25. CONTRACTOR SHALL LABEL ELECTRICAL EQUIPMENT IN ACCORDANCE WITH NEC 110.16 AND 110.24.
26. CONTRACTOR SHALL VERIFY THAT THE MAIN BONDING JUMPER AND GROUNDING ELECTRODE CONDUCTOR IS INSTALLED PROPERLY AT SERVICE ENTRANCE.
27. WHERE ELECTRICAL POWER IS TO BE SUB-FED FROM AN EXISTING DISTRIBUTION SYSTEM, THE FOLLOWING SHALL APPLY:
A. CONTRACTOR SHALL PERFORM LOAD TESTING TO DETERMINE MAXIMUM FEEDER DEMAND PER N.E.C. ARTICLE 220.
B. CONTRACTOR SHALL VERIFY WHETHER EXISTING FEEDER CAPACITY EXCEEDS VALUE CALCULATED PER N.E.C. ARTICLE 220.
C. EACH BRANCH CIRCUIT PROTECTIVE DEVICE SHALL HAVE SAME INTERRUPTING RATING AS EQUIPMENT SUPPLYING IT.
D. PREFERRED MEANS OF SUPPLY SHALL BE A BRANCH CIRCUIT PROTECTIVE DEVICE LOCATED IN EXISTING PANEL.
28. DURING TRENCH BACK-FILLING FOR EACH UNDERGROUND ELECTRICAL, TELEPHONE, SIGNAL AND COMMUNICATIONS LINE, PROVIDE A CONTINUOUS UNDERGROUND WARNING TAPE TWELVE INCHES BELOW FINISHED GRADE.

PLANS PREPARED FOR



PLANS PREPARED BY

ERDMAN
ANTHONY



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Rochester, NY 14620-1678
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4/16/25

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SUBMITTALS		
#	ISSUED FOR	DATE
1	APPROVAL	4/16/25
2	REVISED ANTENNA AZIMUTH	4/16/25
3	REVISED NOTICE SIGNS PER RFE REPORT	6/23/25
4	ADDED 6' X 6' LEASE AREA	9/19/25

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PROJECT NAME

NETTLE CREEK MICRO
CONSTRUCTION DRAWINGS
77 COUNTRY CORNER LA.
FAIRPORT, NY 14450

SHEET TITLE

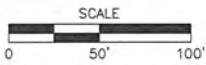
NOTES

DATE:	9/19/25
PROJECT #:	19490.43
DRAWN BY:	MJM
CHECKED BY:	MDW
SCALE:	NONE

SHEET NUMBER

C-2



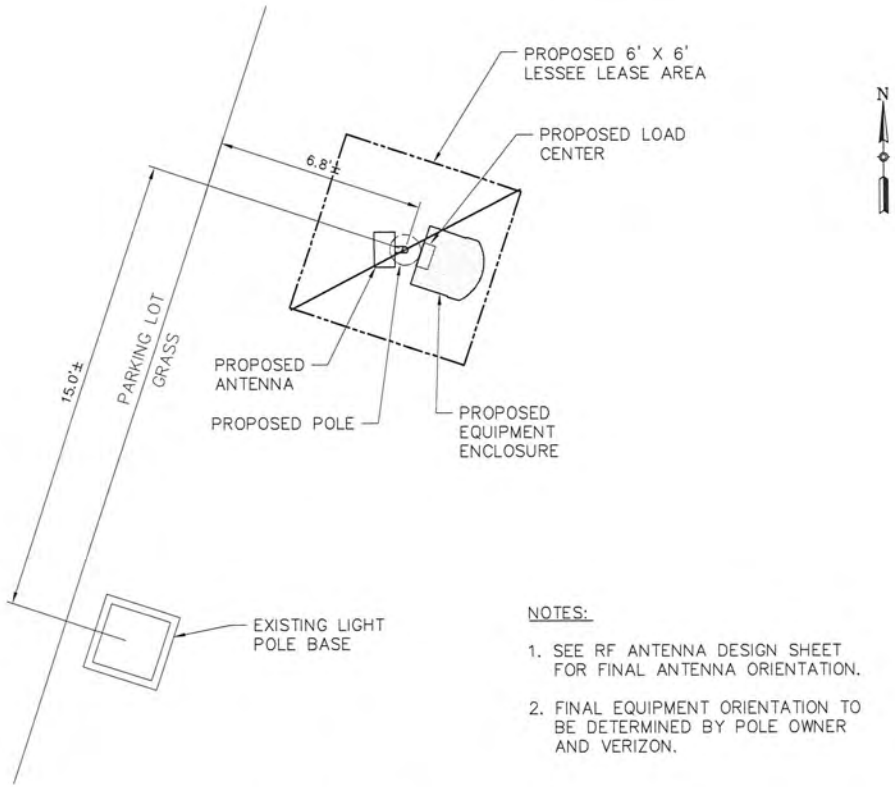


PROPERTY PLAN
SCALE: 1"=100'

NOTE:
THE STREET RIGHT-OF-WAYS AND PROPERTY LINES SHOWN HEREIN ARE BASED ON TAX MAP INFORMATION ONLY. THEY ARE NOT THE RESULT OF AN ACTUAL BOUNDARY SURVEY AND ARE SUBJECT TO THE FACTS THAT ONE MAY REVEAL.

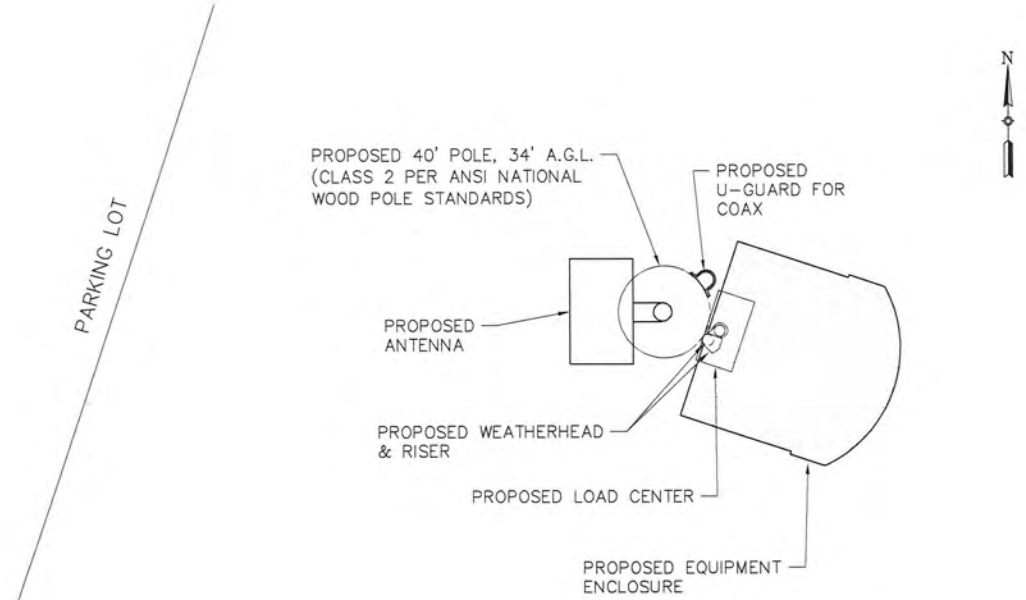


SITE PLAN
SCALE: 1"=80'



- NOTES:
1. SEE RF ANTENNA DESIGN SHEET FOR FINAL ANTENNA ORIENTATION.
 2. FINAL EQUIPMENT ORIENTATION TO BE DETERMINED BY POLE OWNER AND VERIZON.

EQUIPMENT SITE PLAN
SCALE: NTS



EQUIPMENT ORIENTATION PLAN
SCALE: NTS

PLANS PREPARED FOR



PLANS PREPARED BY



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4/16/25

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SUBMITTALS		
#	ISSUED FOR	DATE
1	APPROVAL	4/16/25
2	REVISED ANTENNA AZIMUTH	4/18/25
3	REVISED NOTICE SIGNS PER RFE REPORT	6/23/25
4	ADDED 6' X 6' LEASE AREA	9/19/25

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PROJECT NAME

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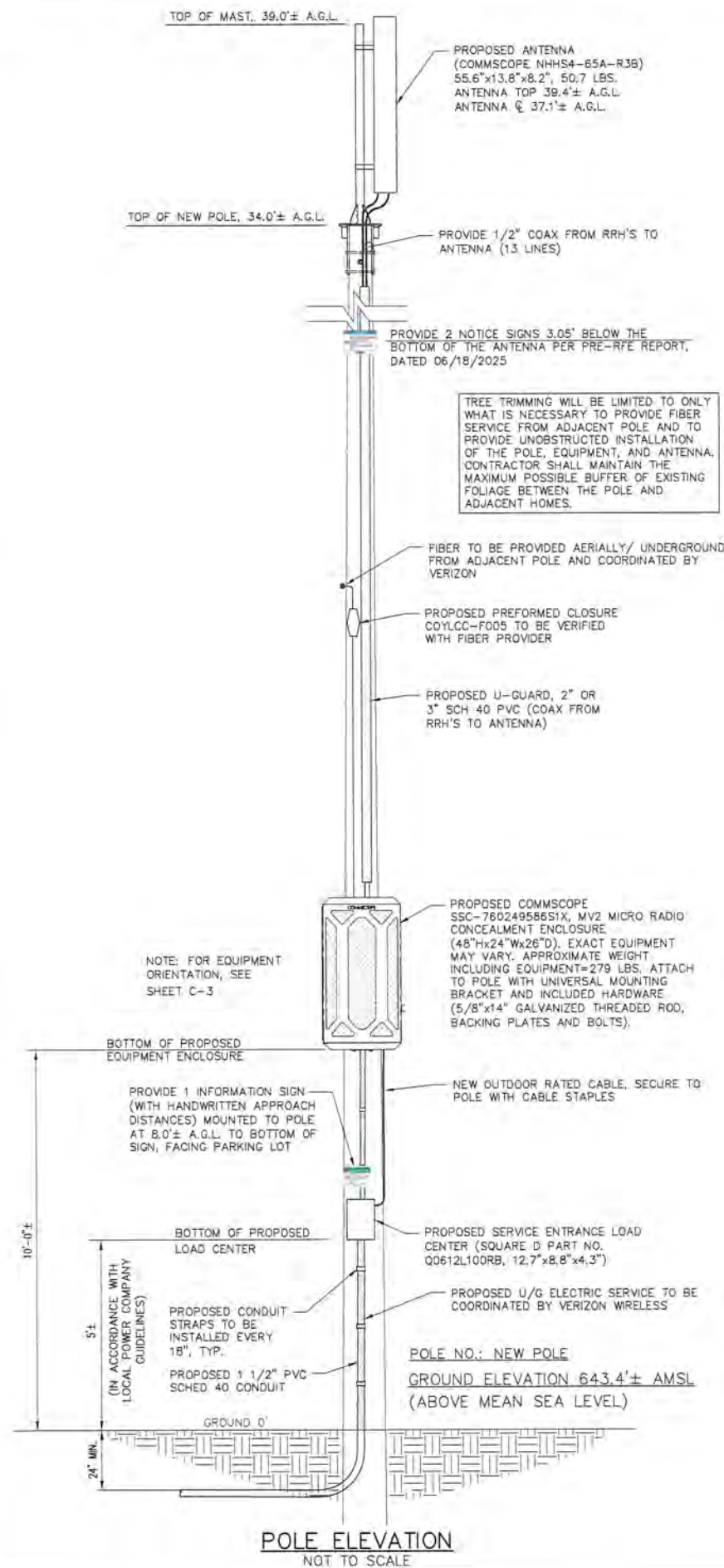
SHEET TITLE

SITE PLANS

DATE:	9/19/25
PROJECT #:	19490.43
DRAWN BY:	MJM
CHECKED BY:	MDW
SCALE:	NONE

SHEET NUMBER

C-3

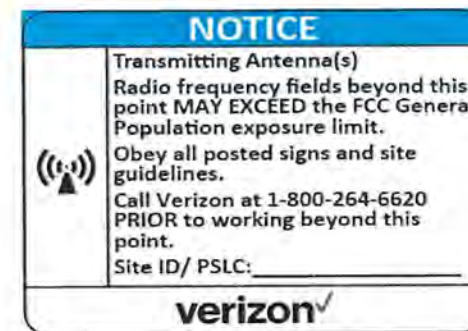


CABLING NOTES:

1. COILS OF FIBER OPTIC CABLE SHALL BE MINIMIZED. EXCESS CABLE SHALL BE LIMITED TO THE QUANTITY THAT WILL ALLOW POTENTIAL FUTURE MAINTENANCE AND SPLICES. FIBER PROVIDERS SHALL USE "SNOW SHOES" TO ACCOMMODATE FIBER SLACK/STORAGE.
2. CABLE LENGTHS SHALL BE MINIMIZED. INSTALLED LENGTHS SHALL BE LIMITED TO THE LENGTHS REQUIRED TO COMPLETE THE INSTALLATION USING MINIMUM BEND RADIUS.
3. CABLING SHALL BE BUNDLED TOGETHER AND SECURED WITH BLACK NYLON UV AND WEATHER RESISTANT CABLE TIES. CABLE TIE WIDTH SHALL BE 1/4" AND SHALL HAVE A MINIMUM TENSILE STRENGTH OF 50LBS. ALL CABLING SHALL BE NEAT AND ORGANIZED. CABLING SHALL NOT HANG FREE.

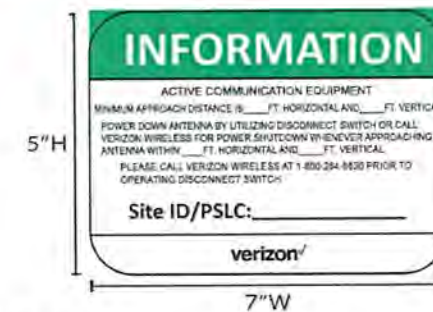
BOLT & FASTENER NOTES:

1. BOLTS INSTALLED THROUGH WOOD POLE SHALL BE TIGHTENED 1-1/4 TURNS, +/- 1/4 TURN, PAST SNUG TIGHT.
2. BOLTS WITH SPLIT LOCK WASHERS SHALL BE TIGHTENED TO FULLY COMPRESS THE SPLIT LOCK WASHER + 1/4 TURN MAXIMUM.
3. ALL OTHER FASTENERS SHALL BE TIGHTENED TO INDUSTRY STANDARDS AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.



NOTE: METHOD OF ATTACHMENT PER VERIZON CONSTRUCTION MANAGER.

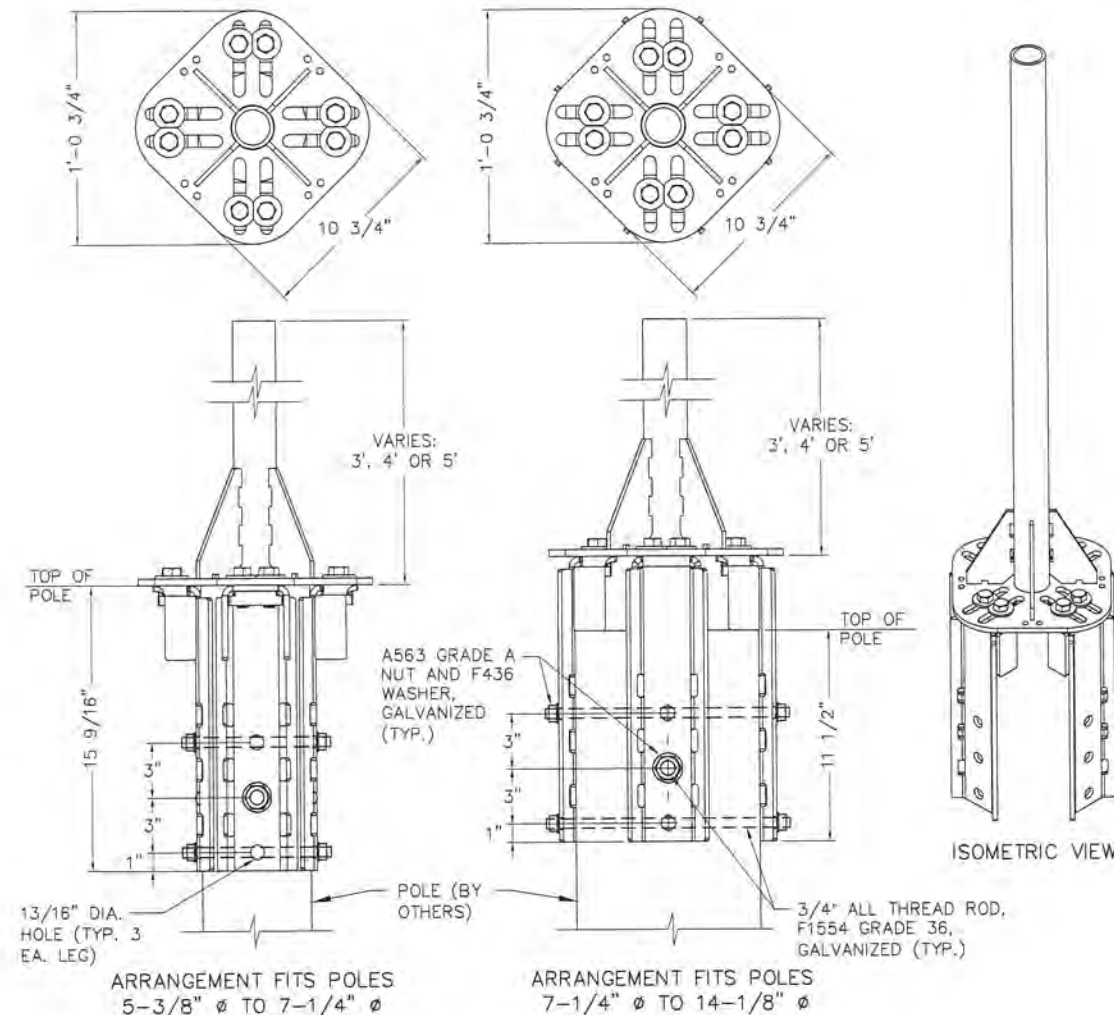
NOTICE SIGN DETAIL NOT TO SCALE



SIGN NOTES:

1. THE INSTALLING CONTRACTOR SHALL COORDINATE COMPLETION OF THE SIGNS WITH THE VERIZON CONSTRUCTION MANAGER TO ENSURE THAT ALL INFORMATION IS CURRENT AND ACCURATE. PARTICULAR ATTENTION SHALL BE GIVEN TO THE MINIMUM HORIZONTAL AND VERTICAL APPROACH DISTANCES, WHICH SHALL BE PROVIDED BY VERIZON WIRELESS RF ENGINEERING.

INFORMATION SIGN DETAIL NOT TO SCALE



CONCEALFAB POLE TOP EXTENSION

- 3 FT. - PART NO. 007960-1
- 4 FT. - PART NO. 007960-2
- 5 FT. - PART NO. 007960-3

PLANS PREPARED FOR:

verizon

PLANS PREPARED BY:

ERDMAN
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4/16/25

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SUBMITTALS		
#	ISSUED FOR	DATE
1	APPROVAL	4/16/25
2	REVISED ANTENNA AZIMUTH	4/16/25
3	REVISED NOTICE SIGNS PER RFE REPORT	6/23/25
4	ADDED 6' x 8' LEASE AREA	9/19/25

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PROJECT NAME

NETTLE CREEK MICRO
CONSTRUCTION DRAWINGS
77 COUNTRY CORNER LA.
FAIRPORT, NY 14450

SHEET TITLE

ELEVATION
AND DETAILS

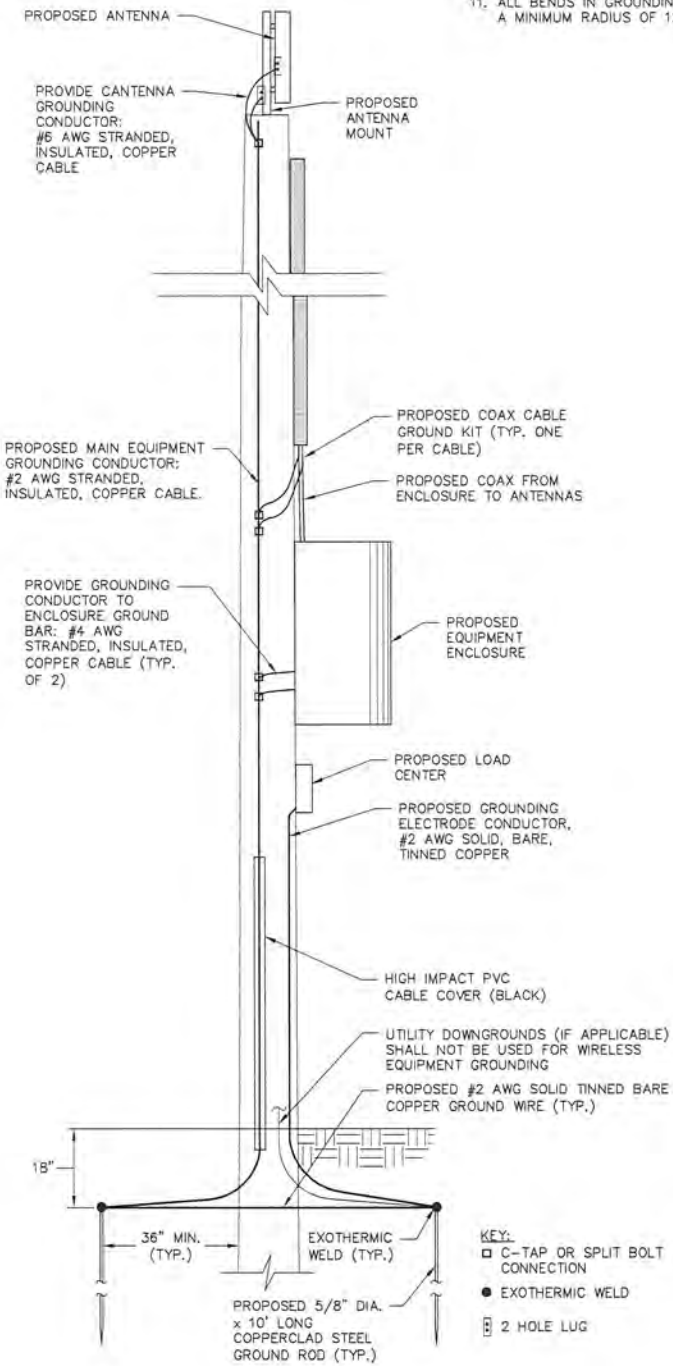
DATE:	9/19/25
PROJECT #:	1940043
DRAWN BY:	MJM
CHECKED BY:	MDW
SCALE:	NONE

SHEET NUMBER

C-4

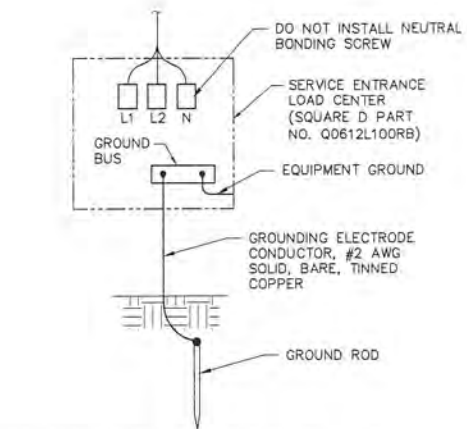
GROUNDING NOTES:

1. TWO HOLE LONG BARREL, COMPRESSION CONNECTIONS ARE REQUIRED AT THE EQUIPMENT ENCLOSURE GROUND BUS.
2. ALL EQUIPMENT WITHIN THE EQUIPMENT ENCLOSURE SHALL BE CONNECTED TO THE EQUIPMENT ENCLOSURE GROUND BUS WITH TWO HOLE LONG BARREL, COMPRESSION CONNECTIONS.
3. TWO HOLE LONG BARREL, COMPRESSION CONNECTIONS SHALL BE USED AT EQUIPMENT, AND EQUIPMENT ENCLOSURES.
4. EQUIPMENT GROUNDING CONDUCTORS SHALL BE CONNECTED TO THE MAIN EQUIPMENT GROUNDING CONDUCTOR WITH C-TAPS OR SPLIT BOLTS.
5. ANTI-OXIDATION CONDUCTIVE COMPOUNDS ARE REQUIRED ON ALL GROUND CONNECTIONS. NO. OX-ID (COSMOLINE GREASE BASED COMPOUND) SHALL BE USED FOR COPPER TO COPPER CONNECTIONS. ZINC BASED COMPOUND (GREY COLORED) OR APPROVED EQUAL SHALL BE USED FOR COPPER TO STEEL CONNECTIONS.
6. ALL LUG CONNECTIONS & THEIR MATING SURFACES SHALL BE CLEANED AND COATED WITH THE APPROPRIATE ANTI-OXIDIZING CONDUCTIVE COMPOUND. IF A LUG CONNECTION IS TO BE SECURED DIRECTLY TO A PAINTED SURFACE, THE PAINT SHALL BE REMOVED TO REVEAL BARE METAL AROUND THE AREA OF THE CONNECTION AND COATED WITH AN APPROPRIATE ANTI-OXIDATION CONDUCTIVE COMPOUND.
7. ALL EXOTHERMIC WELDS TO GALVANIZING SURFACES SHALL BE SPRAYED WITH GALVANIZING PAINT.
8. GROUND CONNECTION TO CONCEALFAB MOUNTS SHALL BE ACCOMPLISHED WITH AN EXOTHERMIC WELDS OR TWO HOLE LUG.
9. THE MAIN GROUNDING CONDUCTOR SHALL BE SECURED TO THE POLE USING VINYL INSULATED STAINLESS STEEL STRAPS (P-CLIPS) OR STAPLES, SPACED 18 INCHES ON CENTER. STAPLES MUST BE PLACED OVER THE INSULATED PORTION OF THE MAIN GROUNDING CONDUCTOR.
10. THE MAIN GROUNDING CONDUCTOR MAY BE SUBSTITUTED WITH #2 AWG SOLID TINNED BARE COPPER, BUT MUST BE SECURED USING VINYL INSULATED STAINLESS STEEL STRAPS (P-CLIPS).
11. ALL BENDS IN GROUNDING CONDUCTORS SHALL BE MADE WITH A MINIMUM RADIUS OF 12 INCHES.

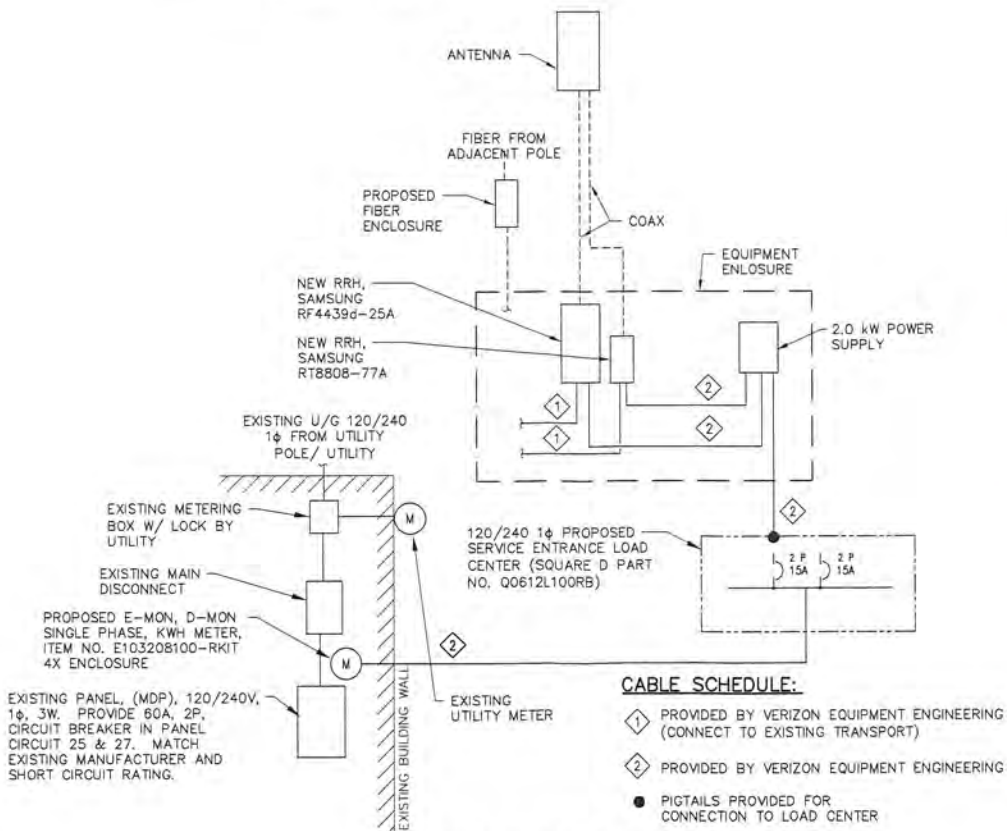


GROUNDING DIAGRAM
NOT TO SCALE

- KEY:
- C-TAP OR SPLIT BOLT CONNECTION
 - EXOTHERMIC WELD
 - 2 HOLE LUG



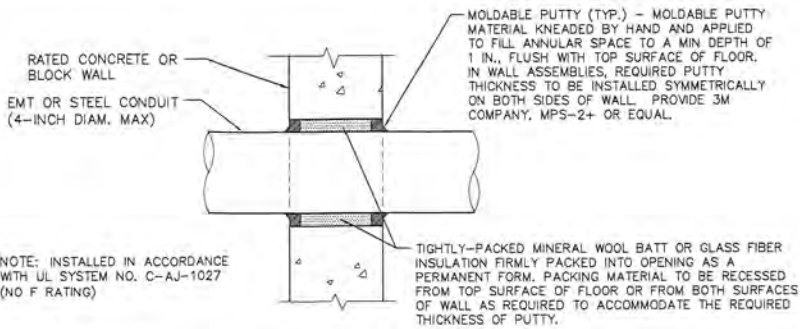
LOAD CENTER GROUNDING
NOT TO SCALE



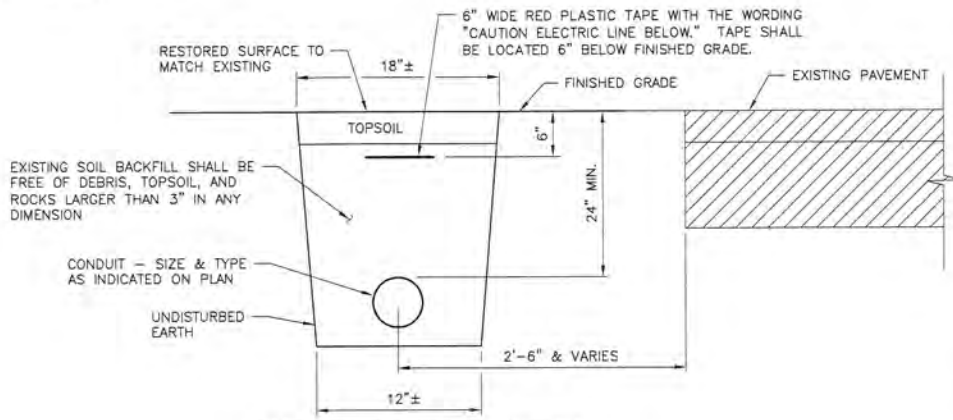
ONE-LINE DIAGRAM
NOT TO SCALE

CABLE SCHEDULE:

- ① PROVIDED BY VERIZON EQUIPMENT ENGINEERING (CONNECT TO EXISTING TRANSPORT)
- ② PROVIDED BY VERIZON EQUIPMENT ENGINEERING
- PIGTAILS PROVIDED FOR CONNECTION TO LOAD CENTER



CONDUIT PENETRATION DETAIL
NOT TO SCALE



BURIED CONDUIT DETAIL
N.T.S.



PHOTO SIMULATION - LOOKING NORTHEAST
NOT TO SCALE

PLANS PREPARED FOR

verizon

PLANS PREPARED BY

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4/16/25

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SUBMITTALS		
#	ISSUED FOR	DATE
1	APPROVAL	4/16/25
2	REVISED ANTENNA AZIMUTH	4/18/25
3	REVISED NOTICE SIGNS PER RFE REPORT	6/23/25
4	ADDED 6' X 6' LEASE AREA	9/19/25

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PROJECT NAME

NETTLE CREEK MICRO
CONSTRUCTION DRAWINGS
77 COUNTRY CORNER LA.
FAIRPORT, NY 14450

SHEET TITLE

DETAILS

DATE:	9/19/25
PROJECT #:	19400.43
DRAWN BY:	MJM
CHECKED BY:	MDW
SCALE:	NONE

SHEET NUMBER

C-5



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November 10, 2025

VIA HAND DELIVERY

Planning Department
Town of Perinton
1350 Turk Hill Road
Fairport, New York 14450

RE: Application by Bell Atlantic Mobile Systems LLC d/b/a Verizon to co-locate and operate a wireless telecommunications facility on a utility pole on land owned by St. Luke's Church located at 77 Country Corner Lane (Tax Parcel No. 165.12-2-66.1) in the Town of Perinton, County of Monroe, State of New York (Verizon's "Nettle Creek Micro" site).

To whom it may concern:

By application dated September 24, 2025, Bell Atlantic Mobile Systems LLC d/b/a Verizon ("**Verizon**") applied to the Town Board for a waiver of the Town Board for a waiver of the Tower Special Permit for the above-referenced project (the "**Application**").

In consultation with Town officials, Verizon hereby amends the Application to seek the required tower special permit from the Town Board and site plan approval from the Planning Board pursuant to § 208-13(D) of the Zoning Code. In furtherance thereof, enclosed are additional exhibits (lettered to follow Exhibits A-N previously submitted with the Application):

Exhibit O: Completed Town special use permit application; and

Exhibit P: Amended proof of compliance with applicable Town standards for telecommunications facilities set forth in § 208-13 of the Town Code.

- One (1) original and eleven (11) copies of this supplemental application;
- Seven (7) additional copies of the Application; and
- A check payable to the Town for \$150.00 for the special use permit fee.

Please do not hesitate to contact me if you have any questions. Otherwise, we look forward to appearing at the November 12, 2025 Town Board meeting.

Very truly yours,

Jared C. Lusk

JCL/mkv
Enclosures
cc: Kathleen Pomponio
Colin Fazio

EXHIBIT O



TOWN OF PERINTON

1350 TURK HILL ROAD. FAIRPORT, NEW YORK 14450-8796
(585) 223-0770, Fax: (585) 223-3629, www.perinton.org

NUMBER _____ FEE \$ _____
(verify fee with staff)

MEETING DATE _____

APPLICATION FORM – SPECIAL USE PERMIT - Town Board

See attached instructions/requirements

1. APPLICANT

Name Bell Atlantic Mobile Systems LLC d/b/a Verizon Phone (585) 263-1140 (Jared Lusk, Esq.)
Street& Number 1275 John Street, Suite 100 City West Henrietta, NY Zip 14586
Interest in Property: _____ Owner ☒ Lessee _____ Other _____

2. OWNER (if other than applicant)

Name St. Luke's Church Phone _____
Street& Number 14 Larwood Drive City Rochester, NY Zip 14618

3. ATTORNEY (If represented)

Name Jared C. Lusk, Esq., Nixon Peabody LLP Phone (585) 263-1140
Street& Number 211 High Point Drive, Suite 110 City Victor, NY Zip 14564

4. INTEREST: Does any officer or employee of the State of New York, County of Monroe, or Town of Perinton have any interest in the owner/applicant or the subject property?

Yes _____ No ☒ Explain INTEREST _____

If yes, who? Name _____ Address _____

5. LOCATION: Street Address or Legal Description (subdivision and lot number)

77 Country Corner Lane

6. SIZE OF PARCEL: 7.54

7. **PRESENT USE OF PROPERTY:** Church parking lot

8. **ZONING DISTRICT:** Residential B **TAX ACCOUNT#** 165.12-2-66.1

9. **Describe specifically the nature of your request** _____

Co-location and operation of a wireless telecommunications facility on a utility pole.

10. **Describe the location, use and size of structures and other land use within 100 feet of the boundaries of the subject property** Church surrounded by residential properties.

11. The criteria used by the Town Board of the Town of Perinton are set forth in Section 208-54 of the Zoning Law. Special Use Permits can only be granted where the proposed is already a permitted use, but requires Town Board approval. That approval can only be given when the applicant offers proof that his proposed use will not violate any of the following factors:

A. You must show that your proposal will be in harmony with the general purpose and intent of the Zoning Ordinance of the Town of Perinton, considering the location, magnitude of the use, the nature and intensity of the operations involved in or conducted in connection with it, and the size of the subject property with respect to the streets giving access to the subject property.

Will your proposed use be detrimental to the neighborhood due to Location? No X Yes _____

The nature or magnitude of use? No X Yes _____

Inadequate access to property? No X Yes _____

If yes to any of above, explain how it will be detrimental. If effect can be lessened in some manner, explain how: _____

B. Will your proposed use tend to depreciate adjacent property or alter or be detrimental to the character of the neighborhood? No X Yes _____

If yes, explain how it will be detrimental. If effect can be lessened in some manner, explain how: _____

C. Will your proposed use create a hazard to health, or the general welfare of the neighborhood or significantly alter the flow of traffic? No X Yes _____

If yes, explain how. If effect can be lessened in some manner, explain how. _____

I certify that the information supplied on this application is complete and accurate, and that the project described, if approved, will be completed and the premises used as stipulated in this request.

Signature of Applicant: _____ Date 11/10/2025

Printed name of Applicant Jared C. Lusk, Esq., Nixon Peabody LLP, Attorneys for Verizon

Property Owner (If other than applicant)

I have read and familiarized myself with the contents of this application and do hereby consent to its submission and processing.

Signature of property owner See Exhibit G to the Application (Lease Agreement) Date _____

Printed Name of property owner _____

3/21/19

EXHIBIT P

EXHIBIT P

PROOF OF COMPLIANCE WITH THE TOWN'S WIRELESS TELECOMMUNICATIONS FACILITY STANDARDS SET FORTH IN § 208-13 OF THE TOWN OF PERINTON ZONING LAW (AMENDED)

As set forth in Exhibit C, the proposed facility complies with the applicable legal standards for public utilities. As set forth below, the Project also complies with the standards governing wireless telecommunications facilities in the Town. The numbers below correspond to the section numbers in the Town's standards (the sections of the standards are set forth below in bold italicized type followed by Verizon's response in regular type).

Town of Perinton Zoning Law § 208-13.

- A. Legislative intent. The Town of Perinton recognizes the increased demand for wireless communications transmitting facilities and the need for the services they provide. Often, these facilities require the construction of a communications tower. The intent of this section is to protect the Town's interest in properly siting towers in a manner consistent with sound land use planning, while also allowing wireless service providers to meet their technological and service objectives for the benefit of the public.***

No response necessary.

- B. Colocating antennas on existing structures. Antennas may be added or attached to existing communications towers, water tanks, buildings or structures in any district upon obtaining site plan approval and the issuance of a building permit. Accessory structures shall be similarly permitted when located near such existing structures.***

The Project is a microcell to be constructed on a new utility pole. There is to opportunity for co-location in the search area.

- C. Communications towers in Industrial and Commercial Districts. Telecommunication facilities shall be permitted in Industrial and Commercial Districts upon obtaining site plan approval and a building permit.***

As stated, the Project is a microcell to be constructed on a new utility pole in the Residential B zoning district.

- D. Communications towers in other districts. Telecommunications facilities are permitted in districts other than those identified in Subsection C above only upon the issuance of a tower special permit by the Town Board, as set forth in Subsection E below, and obtaining site plan approval from the Planning Board.***

As stated, the Project is a microcell facility installed on a utility pole in the Residential B zoning district. As such, a tower special permit from the Town Board and site plan approval from the Planning Board are required.

E. Tower special permit requirements. Prior to the issuance of a tower special permit by the Town Board, the following requirements shall be addressed:

- 1. Application and site plan. All applicants for a tower special permit shall make written application to the Town Board. The application shall include a site plan setting forth specific site data on a map, acceptable in form and content to the Town Board, which shall be prepared to scale and in sufficient detail and accuracy and which shall show the following:***
 - a. The location of property lines and permanent easements.***
 - b. The location of the communications tower, together with guy wires and guy anchors, if applicable.***
 - c. A side elevation or other sketch of the communications tower showing the proposed antennas.***
 - d. The location of all structures on the property and all structures on any adjacent property within 10 feet of the property lines, together with the distance of these structures to the proposed communications tower.***
 - e. The names of adjacent landowners.***
 - f. The location, nature and extent of any proposed fencing, landscaping and/or screening.***
 - g. The location and nature of proposed utility easements and access road, if applicable.***
 - h. A viewshed map or visual simulation showing the view from surrounding properties of the proposed communications towers and/or antennas.***

See Exhibit L and Exhibit N.

- 2. Preference for higher-intensity use districts. The Town Board may express a preference that the proposed facility be located in a higher-intensity use district or on higher-intensity use property, provided that a location exists within such district which is available to the applicant and satisfies the applicant's need to provide adequate service and coverage to the intended area, and further provided that there are no reasonable technical, physical and/or financial reasons why locating the proposed telecommunications facility in such a district is impractical or unfeasible. A guideline for the Town Board's preference, from most favorable to least favorable, is as follows:***

- a. Property with an existing structure suitable for colocation.*
- b. Industrial District.*
- c. Commercial and Limited Commercial Districts.*
- d. Municipal or governmentally owned property upon a finding by the Town Board that the siting of a proposed facility on the municipal or governmentally owned land would not have as significant of a visual impact as would the siting of such a facility on other property within that particular district.*
- e. Restricted Business District.*
- f. Residential District.*

See Exhibit E and Exhibit F; the Project is a microcell antenna installed on a utility pole in the Residential B district. There is no opportunity for co-location on an existing structure or to locate the Project outside the Residential B zoning district.

3. *Aesthetics. In order to minimize any adverse aesthetic effect on neighboring residences to the extent possible, the Town Board may impose reasonable conditions on the applicant, including the following:*

- a. The Town Board may require a monopole or guyed tower (if sufficient land is available to the applicant) instead of a freestanding communications tower.*

No response necessary (although a utility pole is far less visible than a monopole).

- b. The Town Board may require reasonable landscaping consisting of trees or shrubs to screen the base of the communications tower to the extent possible from adjacent residential property. Existing on-site trees and vegetation shall be preserved to the maximum extent possible.*

Verizon does not believe additional landscaping around the proposed utility pole will provide any meaningful benefit.

- c. The Town Board may require the applicant to show that it has made good faith efforts to colocate on existing communications towers or other available and appropriate structures and/or to construct new communications towers near existing communications towers in an effort to consolidate visual disturbances.*

See Exhibit E and Exhibit F; co-location is not a feasible option.

d. Towers should be designed and sited so as to avoid, whenever possible, application of Federal Aviation Administration (FAA) lighting and painting requirements. Communications towers shall not be artificially lighted except as required by the FAA. Towers shall be painted a galvanized finish or matte gray unless otherwise required by the FAA.

The Project so complies; see Exhibit N.

e. No tower shall contain any signs or advertising devices.

The Project so complies; see Exhibit N.

4. Radio frequency effects. The Town Board recognizes that federal law prohibits the regulation of cellular and PCS communications towers based on the environmental effects of radio frequency emissions where those emissions comply with the Federal Communications Commission (FCC) standards for those emissions. The Town Board may, however, impose a condition on the applicant that the communications antennas be operated only at FCC-designated frequencies and power levels.

The Project so complies; see Exhibit J.

5. Traffic, access and safety.

a. A road turnaround and a minimum of one parking space shall be provided to assure adequate emergency and service access. Maximum use of existing roads, public or private, shall be made.

The Project so complies; see Exhibit N.

b. All communications towers and guy anchors shall be enclosed by a fence not less than eight feet in height or otherwise sufficiently protected from trespassing or vandalism.

N/A, given the proposed design.

c. The applicant must comply with all applicable state and federal regulations, including but not limited to FAA and FCC regulations.

The Project so complies.

6. In addition to the other requirements of Subsection E listed above, all applicants for telecommunications facilities shall submit documentation and analysis demonstrating that location of the telecommunications facility as proposed is necessary to provide adequate service and coverage to the intended area, as well as documentation demonstrating the technical, physical and/or financial reasons why locating the proposed telecommunications facility in a zoning district other than a residential district is impractical or unfeasible.

The Project so complies; see Exhibit E. The Project needs to be located in the B residential zoning district.

F. Future shared use of new communications towers. In the interest of minimizing the number of new communications towers, the Town Board may require, as a condition of tower special permit approval, that an applicant commit, in writing, that it will permit other telecommunications providers to make use of the proposed communications tower or telecommunications facility and that the applicant will design the communications tower to have a minimum height and carrying capacity needed to provide future shared usage, subject to the following conditions:

- 1. The new antennas and equipment do not exceed structural loading requirements, interfere with communications tower space used or to be used by the applicant or propose any technical frequency interference with existing equipment.***
- 2. The party subsequently desiring to colocate pays the applicant an appropriate and reasonable sum to colocate.***
- 3. The party desiring to colocate has a similar commitment to permit the applicant to colocate on its facilities in other locations.***
- 4. The condition for colocation may not be required if the applicant demonstrates that provisions of future shared usage are not feasible or impose an unnecessary burden based upon:***
 - a. The number of FCC licenses foreseeably available for the area;***
 - b. The kind of communications tower site and structure proposed;***
 - c. Available spaces on other existing and approved communications towers; and***
 - d. Potential adverse visual impacts by a communications tower designed for shared usage.***

Verizon will make the pole available, although it is unlikely to be suitable.

G. Height. Communications towers permitted under this chapter shall be exempt from the height limitations otherwise applicable in the district in which they are located, unless specifically addressed herein.

No response necessary.

H. Procedure. Upon receipt of a completed application, the Town Board shall hold a public hearing and shall comply with this section of the Code. The Town Board shall review the application for compliance with the provisions of this chapter and shall

determine that the location of the proposed communications tower is in accordance with the principles and requirements stated herein.

No response necessary.

I. Exemptions.

- 1. Telecommunications facilities may be repaired and maintained without restriction.*

N/A.

- 2. Antennas used solely for residential household television and radio reception shall be exempted.*

N/A.

- 3. Satellite antennas measuring two meters or less in diameter and located in commercial or industrial districts and satellite antennas one meter or less in diameter in any district, shall be exempted, provided that they are 10 feet or less above the surrounding grade or building to which they are mounted and a building permit is obtained to ensure that the installation is safe.*

N/A.

- 4. Amateur radio installations, provided that they are installed in compliance with Subsection L of this section.*

N/A.

- J. Waivers.** *The Town Board may waive or vary any requirements in § 208-13E for good cause shown.*

No response necessary.

- K. Cessation of operation; abandonment.** *In the event that the use of any telecommunication facility has been discontinued by all operators on such facility for a period of 180 consecutive days or more, the facility shall be deemed to be abandoned. Determination of the date of abandonment shall be made by the Director of Code Enforcement and Development, who shall have the right to request documentation from the owner/operator of the facility regarding usage thereat. Upon such abandonment, the owner/operator shall remove the facility at its own expense; and failing prompt removal, the Town may remove the facility at the owner/operator's expense. All special permits, variances and approvals of the nature granted by the Town shall automatically expire as of the date of abandonment of the facility.*

See Exhibit M; Verizon will so comply.

L. Amateur radio installations. Amateur radio installations are permitted in any district. Amateur radio antennas and antenna support structures are permitted, provided that:

- 1. The antenna support structure or antenna is within or on a previously approved structure or within the rear yard area and meets the applicable setbacks.*
- 2. There is no more than one antenna support structure on the property.*
- 3. The total height of the antenna and antenna support structure above grade does not exceed 62 feet.*
- 4. In the case of a single-wire or dipole-type antenna, naturally occurring features, i.e., trees, may be used as a support and not be subject to the rear yard limitation. If a naturally occurring feature is not available on the property and other means are not feasible, then a second antenna support structure may be utilized exclusively to support a single-wire or dipole-type antenna. Such second antenna support structure shall be subject to the provisions of § 208-13L(1) above.*
- 5. A building permit is obtained for the support structure.*
- 6. The proposed antenna and antenna support structure will not, by reason of its location or nature, create a hazard to the public or any adjacent owner or occupant.*

N/A.