TOWN OF AURORA

575 OAKWOOD AVENUE, EAST AURORA, NY 14052
BUILDING DEPARTMENT
(716) 652-7591

MEMO

TO: Mayor Wochensky and Village Board Members

FROM: Richard Miga, Assistant Code Enforcement Officer

DATE: July 1, 2026

The Building Department has accepted a Site Plan application from Jared C. Lusk Esq., project attorney for small wireless facility at the utility pole at 30 Buffalo Road. The application referred to as the "NOVA Park Micro" is for a micro cell wireless telecommunication antenna and associated equipment on an existing 43' high NYSEG owned utility pole. This small wireless facility will have an antenna mounted approximately 33.7' from grade and associated equipment mounted to the utility pole with an aggregate volume of less than 28 cubic area.

Village Code section 270-4A requires the application to be referred to the Planning Commission for their review and recommendation. After which a public hearing is required prior to a decision by the Village Board. VEA code 285-51.6A.

Village Code section 285-50.4C(3) requires the Village to submit the application to the Erie County Department of Environment and Planning for review and comment due to proximity to a State Highway (Main Street/16).

This is an Unlisted action for purposes of SEQR.

If you have any questions, please contact me at 652-7591.

Richard Miga

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Victor, NY 14564-1061

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Jared C. Lusk
Partner

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jlusk@nixonpeabody.com

June 22, 2026

VIA FEDERAL EXPRESS

Village Board and Planning Board
Village of East Aurora
505 Oakwood Avenue
East Aurora, NY 14052
Attn: Elizabeth Cassidy (building@townofaurora.com)

RE: Application for a small wireless facility permit from the Village Board by Bell Atlantic Mobile Systems LLC d/b/a Verizon, to co-locate and operate a "micro cell" wireless telecommunications facility on an existing utility pole located in front of 30 Buffalo Road (County Route 572, NYS Route 16), Village of East Aurora, Erie County, New York (Verizon's "Nova Park Micro" site).

Dear Ms. Cassidy and Members of the Village Board:

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 provide adequate and reliable wireless telecommunications service in its Nova Park Micro cell, Verizon proposes to co-locate and operate a "micro cell" wireless telecommunications facility on an existing utility pole located in front of 30 Buffalo Road in the Village of East Aurora (the "**Site**").

The micro cell will be co-located on an existing utility pole owned by NYSEG (the "**Pole Owner**"). The proposed antenna will be installed with an ACL of 32.7' AGL and will extend to an overall height of 33.7' AGL, as shown on the enclosed site plan prepared by Erdman Anthony Engineering (the "**Project**"). Verizon's proposed Project conforms to the PCIA consensus definition of a small cell facility, which states that such installations "consist of relatively inconspicuous, small form-factor installations consisting of one or more radio transceivers, antennas, interconnecting cables, power supply, and other associated electronics."

Such wireless telecommunications facilities are permitted in the Village of East Aurora upon the issuance of a small wireless facility permit by the Village Board (Village of East Aurora Telecommunications Facilities Law (the "**Telecommunications Law**") § 270-4).

Please accept this letter and the following exhibits and enclosures as Verizon's application for a small wireless facilities permit from the Village Board:

Exhibit A:	Completed Village applications forms;
Exhibit B:	Project description;

Exhibit C:	Applicable legal standards;
Exhibit D:	Proof of compliance with the applicable requirements set forth in §§ 270-3 – 270-24 of the Telecommunications Law;
Exhibit E:	Proof of the Pole Owner's consent to this application;
Exhibit F:	Radio Frequency Analysis and Justification;
Exhibit G:	Site selection analysis;
Exhibit H:	Proof of compliance with federal regulations regarding RF emissions and non-interference;
Exhibit I:	Photosimulation report;
Exhibit J:	Short Environmental Assessment Form ("**SEAF**") with Visual Addendum;
Exhibit K:	Compliance letter;
Exhibit L:	Equipment removal letter;
Exhibit M:	Copy of Verizon's FCC licenses;
Exhibit N:	Structural analysis report; and
Exhibit O:	11" x 17" copy of the Project site plan.

- One (1) original and nineteen (19) copies of this Application book; and
- A $125.00 check payable to the Village of East Aurora for the required site plan and public hearing fees.

Because the site is located adjacent to a state or county resource (Buffalo Road (County Routes 376 and 572, NYS Routes 16 and 20A)), the application must be referred to Erie County Planning pursuant to General Municipal Law § 239-m. An extra copy of the Application is enclosed for the referral.

Please let us know if you have any questions or need any additional information. Otherwise, kindly place the Application on the next available Village Board agenda, and please inform us of the date of the meeting.

Very truly yours,

Jared C. Lusk

JCL/mkv
Enclosures
cc: Richard Zajac, Verizon
Will Grover, Pyramid Network Services, LLC

EXHIBIT A

Village of East Aurora Site Plan Procedures

1. The Village of East Aurora adopted a new Zoning Code in October 2019. The new code is on the homepage of their website.

2. Prior to submission, applicants may schedule a sketch plan meeting with the reviewing board (Village Board or Planning Commission). Sketch plan meetings are advisory only and nonbinding. Materials presented as part of this meeting can be incomplete or conceptual in design. Contact the Village Clerk's office (716-652-6000) to determine the next available meeting date.

3. In addition to the specific Zoning District code requirements, also applicable are:
   a. Regulations for Certain Uses (§285-31)
   b. Development Standards (§285-40)
   c. Signs (§285-44)
   d. General Application and Review Procedures (§285-50)
   e. Site Plan Review (§285-51) processes and requirements

   For additional guidance, refer to the East Aurora Commercial Design Guidelines as found on the Planning Commission webpage on the Village of East Aurora website at www.east-aurora.ny.us/government/planning-commission/.

4. If compliance with all applicable regulations is not feasible, an application to the Village Zoning Board of Appeals must be submitted prior to, or concurrently with, the Site Plan application.

5. Submission Deadline: A complete Site Plan application, supporting documents, and the required fee must be submitted no later than the ***first*** of the month to the Code Enforcement Officer (CEO) at the Town of Aurora Building Department.

6. Submissions will be reviewed for completion by the CEO. Applicants will be notified by email/mail of any deficiencies. If the deficiencies are not corrected within 30 days, the application is considered withdrawn. Incomplete applications will not be placed on any Village Board agenda.

7. The Village Board may waive any of the Site Plan requirements with the determination that they are unnecessary for a complete assessment of the project.

8. The Village Board may also request additional information beyond what is listed on the checklist and may ask that it be presented in graphic form, accompanied by a written text, and/or prepared by a licensed professional if such additional materials are deemed necessary for a complete assessment of the site plan.

9. A representative must attend every meeting at which this project will be discussed, or the project will be tabled. Typically, the Village Board receives the application and refers it to the Planning Commission for review and recommendation. The application may also be referred to the Historic Preservation Commission or Tree Board for their review and recommendations. Multiple meetings with the same reviewing board may be necessary.

10. Once all recommendations are received, the State Environmental Quality Review Act (SEQRA) is completed.

11. Next, a public hearing will be scheduled. The Village Board will render its decision at a meeting following the public hearing.

12. The Village Board will provide a written statement (or Village Board minutes) to the applicant stating whether or not the application is approved, conditionally approved, or denied.

VILLAGE OF EAST AURORA In conjunction with **the Town of Aurora Building Department**
585 Oakwood Avenue, East Aurora, New York 14052 716-652-6000 opt 4
575 Oakwood Avenue, East Aurora, New York 14052 716-652-7591

Building Dept:
Date Received _____
Complete App _____
Village Clerk:
Date Received _____
Amount $_____
Receipt # _____

SITE PLAN APPLICATION

PROPOSED PROJECT Verizon's East Aurora Cluster SBL#: N/A

LOCATION in front of 30 Buffalo Road ZONING DISTRICT NC/MMO

The applicant agrees to reimburse the Village for any additional fees required for the consultant's review of submitted technical data, including but not limited to traffic studies, drainage, lighting, water, and sewer plans.

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

ADDRESS 175 Calkins Road, Rochester, NY 14623

TELEPHONE (585) 263-1140 (Jared Lusk, Esq.) E-MAIL jlusk@nixonpeabody.com

SIGNATURE _____

OWNER NAME Avangrid/NYSEG

ADDRESS 3 City Center, 180 South Clinton Ave., Rochester, NY, 14604

TELEPHONE _____ E-MAIL _____

SIGNATURE See Exhibit E

ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT

NAME Martin Willix FIRM Erdman Anthony

ADDRESS 145 Culver Road, Suite 200, Rochester, NY 14620

TELEPHONE (585) 427-8888 E-MAIL _____

SIGNATURE See Exhibit O AFFIX STAMP

THIS APPLICATION MUST INCLUDE THE FOLLOWING:

- Twenty (20) Sets – Cover letter to Village Board, Supporting Documents, and SEQR as required in §285-51.3
- One (1) complete file of submittal package in PDF format via email (under 10MB). Larger files may be submitted on a USB drive.
- Application fee $25.00 and Public Hearing fee $100.00 – Total $125 at time of application

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OFFICE USE ONLY: Sketch Plan Meeting Date _____ Minor Project written request to waive PC mtg Y/N/NA: VB Decision Y/N

REQUIRED MEETINGS/REFERRALS:

	Mtg/Mail Date	Conditions/Comments, if applicable:
Planning Commission	_____	_____
Historic Preservation	_____	_____
ZBA	_____	_____
EC Div of Planning	_____	_____
NYS DOT	_____	_____
Town Notification	_____	_____
Safety Committee	_____	_____
VEA DPW	_____	_____
OTHER (specify)	_____	_____

SEQR ACTION:
___Type 1 ____ Type 2 ___Unlisted

VILLAGE BOARD ACTION:

	Mtg/Mail Date
Public Hearing	_____
Notices Mailed	_____
Posted Notice-VEA Hall	_____
Posted Notice-Prop	_____
Approval/Denial Date	_____ : Attach Village Board resolution with noted conditions.

CHECK LIST FOR SITE PLAN APPLICATION

An application for site plan review shall include the following supporting documents, as applicable. A licensed professional engineer or registered land surveyor shall prepare all site plan materials unless otherwise approved by the Village Board.

- ☑ Description or narrative of all proposed uses and structures, including but not limited to hours of operation, number of employees, maximum seat capacity, and proposed number of off-street vehicle and bicycle parking spaces. (See Exhibit B)
- ☑ A site plan drawn at a scale of one inch equals 20 feet or such other scale as the Village Board may deem appropriate, on standard 24-inch by 36-inch sheets, with continuation on 8 ½ inch by 11-inch sheets as necessary for written information. (See Exhibit N)
- ☑ A certified land survey showing the boundaries of the applicant's property under consideration in its current state, plotted to scale with the north point, scale, and date clearly indicated, or other document deemed acceptable by the reviewing board. (See Exhibit N)
- ☑ Plans indicating the following with regard to the property in question, where applicable.
  - ☑ The location of all properties, their ownership, uses thereon, subdivisions, streets, easements, and adjacent buildings within 300 feet of the property in question. (See Exhibit N; Sheet ZD-1)
  - ☑ The location and use of all existing and proposed structures on the property in question, including all dimensions of height and floor area, exterior entrances, and anticipated future additions and alterations. (See Exhibit N; Sheet ZD-2)
  - ☑ The location of all existing and proposed topography features, including but not limited to, site grading, open spaces, woodlands, watercourses, steep slopes, wetlands, floodplains, and watersheds. (Not applicable)
  - ☑ The location of existing and proposed landscaping, screening, walls, and fences, including information regarding the size and type of plants and building materials proposed. (See Exhibit N; Sheet ZD-4)
  - ☑ The location of existing and proposed public and private streets, off-street parking areas, loading areas, driveways, sidewalks, ramps, curbs, and paths. Such plans shall include considerations for vehicular, pedestrian, and bicycle traffic circulation, parking, and access. (See Exhibit N; Sheet ZD-1)
  - ☑ The location of existing and proposed utility systems, including sewage or septic, water supply, telephone, cable, electric, and stormwater drainage. Stormwater drainage systems shall include existing and proposed drain lines, culverts, catch basins, headwalls, end walls, hydrants, manholes, and drainage swales. Not applicable.
  - ☑ The location, height, intensity, and bulb type (sodium, incandescent, etc.) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties must also be shown. Not applicable.
  - ☑ The location, height, size, material, and design of all existing and proposed signs. Not applicable.
  - ☑ Elevations at a scale of one-quarter inch equals one foot for all exterior facades of the proposed structure(s) and/or alterations to or expansions of existing facades, showing design features and indicating the type and color or materials to be used. (See Exhibit N; Sheet ZD-5)
  - ☑ Plans to prevent the pollution of surface or ground water, erosion of soil both during and after construction, excessive runoff, excessive raising or lowering of the water table, and flooding of other properties, as applicable. Not applicable.
  - ☑ A schedule for completion of each construction phase for buildings, parking, and landscaped areas. Not applicable.
  - ☑ Plans for the disposal of construction and demolition waste, either on-site or at an approved disposal facility. Not applicable.
- ☑ All New York State SEQR documentation as required by law. (See Exhibit J)
- ☐ The Village Board may request additional information as per Village Code §285-51.3(B)(6) or anything else it deems necessary for a complete assessment of the site plan. No response necessary.
- ☑ All required fees and reimbursements, and an escrow deposit to cover professional review costs, if required. Verizon will reimburse the Village for its reasonable review costs for qualified professionals.

EXHIBIT B

EXHIBIT B

PROJECT DESCRIPTION

APPLICATION FOR APPROVAL TO CO-LOCATE AND OPERATE A MICRO CELL WIRELESS TELECOMMUNICATIONS FACILITY ON AN EXISTING UTILITY POLE LOCATED IN FRONT OF 30 BUFFALO ROAD (COUNTY ROUTE 572, NYS ROUTE 16) IN THE VILLAGE OF EAST AURORA, NEW YORK.

Bell Atlantic Mobile Systems LLC d/b/a Verizon ("**Verizon**"), a federally licensed wireless telecommunications provider, needs to locate a micro cell wireless telecommunications facility in the Village of East Aurora in order to provide reliable wireless telecommunications service to its Nova Park Micro Cell and the surrounding area. The Project will be co-located on an existing Avangrid/NYSEG-owned utility pole located at in front of 30 Buffalo Road (County Route 572, NYS Route 16) in the Village of East Aurora (the "**Site**"). This application includes, on behalf of Verizon, a request for a small wireless facilities permit from the Village Board to co-locate and operate a micro cell wireless telecommunications facility at the Site in order to render adequate and reliable wireless telecommunications service to emergency services, businesses and individuals located within the Nova Park Micro Cell.

Verizon proposes to co-locate and operate a micro cell wireless telecommunications facility, consisting of a low power, single-sector radio unit with one small external antenna, together with other site improvements as shown on the enclosed site plan schematic prepared by Erdman Anthony Engineering (the "**Project**").

Wireless telecommunications use has burgeoned since the technology was introduced in the mid-1980s. Wireless 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.

Typically, wireless telecommunication devices operate by transmitting a very low power radio signal between the wireless telecommunication devices and an antenna mounted on a tower, pole, building or other structure. In most instances, the antenna feeds the signal to

electronic apparatus housed in a small equipment cabinet 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 "macro cell site."

Because of the low power, a macro cell site is capable of transmitting to and from wireless phones only within a limited geographic area. This limited geographic area is called a "cell." A macro 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 macro cell site in the new cell. If there is no macro cell site in the new cell, or if the macro cell site in the cell cannot handle the existing user capacity, there will not be reliable wireless telecommunications service in the cell.

As high-powered macro communications facilities provide network-wide broad coverage, in areas of high intensity usage, a layer of low-powered small cells must be underlaid beneath to create what is termed a Heterogeneous Network ("**HetNet**"). This network topology is necessary to achieve significantly improved overall network capacity and to ensure that wireless telecommunications service is available to users within cells where there is a high level of user demand.

Traditionally, the primary and most effective way to increase capacity is to implement a cell split. A cell split simply refers to adding a second macro cell (either a new tower or rooftop co-location) to provide coverage to the same footprint, effectively splitting the intended coverage area between two macro cells. However, continual cell splitting will yield lower and lower spectral efficiency as inter-cell interference starts to dominate. This is typical for inter-cell distances below ½ mile. Therefore, at short inter-cell distances the more effective way to gain capacity is to deploy micro cells as an underlay. Moreover, in a typical urban/suburban area, data users tend to be concentrated in hotspots rather than evenly distributed throughout. It is, therefore, much more effective to deploy low powered "micro" or "small" cells at these congested hotspots, creating a HetNet, to maximize user signal-to-noise ratio while minimizing interference generated to the macro network or nearby micro cells.

Because each macro and micro cell site must be placed in such a manner as to provide service within a particular cell, there is limited flexibility as to where such macro and micro cell sites can be placed. Wireless telecommunications 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.

In this case, the area in and around 30 Buffalo Road (County Route 572, NYS Route 16) was identified by Verizon as being an area where there is a high level of user demand in a concentrated area. As set forth in Exhibit F, a micro cell is needed in this area to provide adequate capacity offload to the existing macro cell network. The Site is located within the targeted coverage area and was available to Verizon to meet the technological requirements necessary to provide adequate coverage and capacity by under laying the existing macro cell network with a micro cell.

As set forth in this application, Verizon meets the legal standards for receiving the requested small cell permit to locate and operate the Project. Moreover, the proposed micro cell 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 in the Village of East Aurora.

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, 4th ed., § 7:12 (2013). 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).

State and federal courts have applied the standard set forth in Consolidated Edison and Rosenberg to a wide range of telecommunications land use decisions, including use variances,[1] area variances,[2] special permits,[3] and site plans.[4]

In the present case, Verizon does not have reliable wireless telecommunication coverage in and around its Nova Park Micro cell, located in the Village of East Aurora. 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.

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[1] Nextel Partners, Inc. v. Town of Fort Ann, 1 A.D.3d 89, 93 (3rd Dept., 2003) ("There is no question that petitioners are public utilities whose entitlement to a use variance is governed by the 'public utility' exception articulated by the Court of Appeals.")

[2] Lloyd v. Town of Greece Zoning Board of Appeals, 292 A.D.2d 818 (4th Dept., 2002), lv. dismissed, lv. denied 98 N.Y.2d 691 (2002) ("As a public utility, AT&T qualifies for the diminished standard of review for its area variance application.")

[3] ExteNet Sys., LLC v. Vill. of Kings Point, 2022 WL 1749200 (E.D.N.Y. 2022) (applying the public utilities standard to a wireless telecommunications provider's application for a special use permit); Cellco P'ship v. Town of Clifton Park, New York, 365 F. Supp. 3d 248 (N.D.N.Y. 2019) (applying the public utilities standard to a wireless telecommunications provider's application for a special use permit); Orange County-Poughkeepsie Ltd. Partnership v. Town of E. Fishkill, 84 F. Supp. 3d 274 (S.D.N.Y. 2015), aff'd 632 F. App'x 1 (2d Cir. 2015) (applying the public utilities standard to a wireless telecommunications provider's application for a special use permit and area variance).

[4] Cellular Tel. Co. v. Meyer, 200 A.D.2d 743, 744 (2nd Dept., 1994) ("The Planning Board's contention that the petitioner is not a public utility entitled to favored status when considering its site plan application is without merit. The Court of Appeals recently held in [Rosenberg], that a cellular telephone company falls within the definition of a public utility.").

EXHIBIT D

EXHIBIT D

PROOF OF COMPLIANCE WITH TOWN APPLICABLE SUBMISSION REQUIREMENTS FOR TELECOMMUNICATIONS FACILITIES AS SET FORTH IN §§270-3 – 270-24 OF THE VILLAGE OF EAST AURORA TELECOMMUNICATIONS LAW

The applicable submission requirements for Small Wireless Telecommunications Facilities are set forth below in bold italicized type, followed by Verizon's responses in regular type.

§ 270-3. Permits for wireless telecommunications facilities.

A. ***Except as otherwise provided by this chapter, no person shall be permitted to site, place, build, construct, modify or prepare any site for the placement or use of wireless telecommunication facilities without having first obtained either a special permit for a large wireless facility or a small wireless facility permit for the a small wireless facility.***

No response necessary.

B. ***Notwithstanding anything to the contrary in this chapter, any application for a wireless telecommunication facility that does not substantially change the dimensions of a wireless telecommunication facility, shall not require a special permit or a small wireless facility permit. In the event that a modification to, or replacement of, an existing wireless telecommunications facility does not substantially change such existing wireless telecommunication facility, all that shall be required is a building permit from the Village Building Official.***

No response necessary.

C. ***A repair and/or maintenance of an existing wireless telecommunications facility shall not require a special permit or small wireless facility permit.***

No response necessary.

D. ***In addition to the requirements set forth for the issuance of a small wireless facility permit or special permit for a wireless telecommunication facility to be located in a public right-of-way as set forth in this chapter, any telecommunications provider seeking to place a wireless telecommunications facility in the public right-of-way shall also comply with the procedures and requirements set forth in Ch. 223 of the Village Code relating to conducting construction activities within the public right-of-way. To the extent any provisions in Ch. 223 are inconsistent with the provisions set forth in this chapter, the provisions in this chapter shall control.***

Not applicable.

E. ***Notwithstanding the provisions set forth in this § 270-3, in the event an application seeks to place a wireless telecommunication facility on property owned or controlled by***

the Village, other than within a Village-owned public right-of-way, such application shall be exempt from the requirements of this chapter and shall remain within the sole and absolute discretion of the Village Board, which may impose such conditions on any such use as it deems appropriate. Nothing herein shall be deemed to create any right or entitlement to use Village property for such wireless telecommunication facility.

Not applicable.

F. ***In the event any conflict exists between federal or state laws or regulations and any provision of this chapter, the provisions of the most recently adopted federal or state laws or regulations shall be applied and control.***

No response necessary.

§ 270-4. Small wireless facility permit required.

A. ***All small wireless facilities shall require a small wireless facility permit to be issued by the Village Board. Further, for all steps in the approval process for issuance of a small-cell wireless facility permit, the Village Board may require an applicant to additionally appear before the Village Planning Commission, which Commission, at the direction of the Village Board, shall review the application and make a recommendation to the Village Board in favor of or against approval of the application.***

This Application seeks the required small wireless facility permit.

B. ***The Village Board shall be empowered to condition the issuance of a building permit upon implementation of stealth technologies or other measures which mitigate visual effect.***

No response necessary.

C. ***All applications for small wireless facilities permits shall comply with all applicable provisions of this chapter. However, notwithstanding anything to the contrary, where appropriate, the Village Board shall have the authority to waive any requirements set forth in this chapter relating to an application for, or approval of, a small wireless facility permit, provided that it would further the purposes of this chapter.***

We believe the Project fully complies with the Village Code. To the extent it does not, Verizon respectfully requests a waiver from the Village Board to the extent necessary to permit construction of the Project as proposed.

D. ***Unless otherwise set forth in Ch. 285, a DAS facility, micro cell facility or other type of wireless telecommunication facility not meeting the requirements set forth for small wireless facilities shall require a special permit from the Village Board.***

This Application requests the required small wireless facility special permit from the Village Board.

§ 270-5. Applications for small wireless facilities.

A. Upon receipt of an application for a small wireless facility permit, the Village Board shall review said application and plans in accordance with the standards and requirements set forth in in this chapter.

No response necessary.

B. The Village Board may attach such conditions and safeguards to any small wireless facilities permit and site development plan as are, in its opinion, necessary to ensure initial and continued conformance to all applicable standards and requirements.

No response necessary.

C. No application shall be accepted and no small wireless facilities permit shall be issued for a property where the Building Official has found, or there exists, a violation of the Village Code and where such violation has not been corrected.

No response necessary.

D. Granting a small wireless facilities permit shall not waive the requirement for final site plan approval, including fees, in accordance with Ch. 285, Article 51, Site Plan Review, if applicable.

It is unclear from the Code whether (1) site plan review is required and if so, (2) which Board is responsible for site plan review.

E. An application for a small wireless facilities permit shall be signed on behalf of the applicant by the person preparing the same and with knowledge of the contents and representations made therein and attesting to the truth and completeness of the information. The landowner, if different than the applicant, shall also sign the application. At the discretion of the Village Board, any false or misleading statement in the application may subject the applicant to denial of the application without further consideration or opportunity for correction.

See Exhibit A.

F. The applicant must provide documentation to verify it has a legal interest in the site, if not within the public right-of-way. Said documentation may be in the form of a deed, contract or sale or lease for the property, depending on whether the applicant is the property owner, contract-vendee or lessee.

See Exhibit E.

G. The applicant shall include a statement, in writing, that:

(1) The applicant's proposed small wireless facility shall be maintained in a safe manner and in compliance with all conditions of the small wireless facility permit, without exception, as well as all applicable and permissible federal, state and local laws, statutes, codes, rules and regulations; and

See Exhibit K.

(2) The construction of the small wireless facility is legally permissible, including, but not limited to, the fact that the applicant is authorized to do business in the New York State.

See Exhibit K.

H. If proposing a new structure for the purpose of supporting a small wireless facility, the application shall be accompanied by a map which shows the applicant's existing and proposed area of coverage. Such map should locate all existing wireless telecommunication facility sites within the Village and within 1/2 mile of the proposed small wireless facility.

See Exhibit F.

I. In addition to all other required information as stated in this chapter, all applications for the construction or installation of new small wireless facility or modification of an existing small wireless facility shall contain the following information:

(1) A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;

See Exhibit F.

(2) Documentation that demonstrates and proves the need for the small wireless facility to provide service primarily and essentially within the Village. Such documentation shall include, but not be limited to: (i) information relating to all other wireless telecommunication facilities or antennas associated with such wireless telecommunication facilities that are to be deployed in the Village in conjunction with the proposed small wireless facility; (ii) propagation studies of the proposed site and all adjoining planned, proposed, in-service or existing sites that demonstrate a significant gap in coverage and/or if a capacity need, including an analysis of current and projected usage;

See Exhibit F.

(3) The name, address and phone number of the person preparing the report;

See Exhibit F.

(4) ***The name, address, and phone number of the property owner, operator and applicant;***

See Exhibit E and Exhibit O (Sheet C-1).

(5) ***The postal address and tax map parcel number of the property;***

See Exhibit O (Sheet C-1).

(6) ***The zoning district or designation in which the property is situated;***

See Exhibit O (Sheet C-1).

(7) ***The size of the property stated both in square feet and lot line dimensions, and a survey prepared by a licensed professional surveyor showing the location of all lot lines, if the proposed small wireless facility is located outside the public right-of-way;***

See Exhibit O (Sheet C-3, C-4).

(8) ***The location of the nearest residential structure;***

See Exhibit O (Sheet C-3).

(9) ***The location, size and height of all existing and proposed structures on the property which is the subject of the application;***

See Exhibit O (Sheet C-3).

(10) ***The type, locations and dimensions of all proposed and existing landscaping and fencing, if the proposed small wireless facility is located outside the public right-of-way;***

See Exhibit O (Sheet C-3).

(11) ***The number, type and model of the antenna(s) proposed, with a copy of the specification sheet;***

See Exhibit O (Sheet C-4).

(12) ***The make, model, type and manufacturer of the utility pole, monopole or other structure on which any antenna or accessory equipment for a small wireless facility is to be located and a design plan stating the structure's capacity to accommodate multiple users;***

See Exhibit O (Sheet C-4).

(13) A site plan describing any new proposed structure and antenna(s) and all related fixtures, accessory equipment, appurtenances and apparatus, including but not limited to height above preexisting grade, materials, color and lighting;

See Exhibit O (Sheet C-4).

(14) The frequency, modulation and class of service of radio or other transmitting equipment;

See Exhibit H.

(15) The actual intended transmission power stated as the maximum effective radiated power (ERP) in watts of the antenna(s);

See Exhibit H.

(16) Direction of maximum lobes and associated radiation of the antenna(s);

See Exhibit H.

(17) Applicant's proposed maintenance and inspection procedures and related system of records;

The Project will be monitored remotely and checked regularly by Verizon's maintenance team.

(18) Documentation justifying to the total height of any proposed antenna and structure and the basis therefor. Such justification shall be to provide service within the Village, to the extent practicable, unless good cause is shown;

See Exhibit E.

(19) Certification that NIER levels at the proposed site will be and remain within the current threshold levels adopted by the FCC;

See Exhibit H.

(20) A signed statement that the proposed installation will not cause physical or RF interference with other telecommunications devices;

See Exhibit H.

(21) A copy of the FCC license applicable for the intended use of the wireless telecommunication facilities;

See Exhibit M.

(22) Certification that a topographic and geomorphologic study and analysis has been conducted, and that, taking into account the subsurface and substrate, and

the proposed drainage plan, the site is adequate to assure the stability of the proposed wireless telecommunications facilities on the proposed site, though the certifying engineer need not be approved by the Village; and

See Exhibit N (to the extent applicable).

(23) Information relating to the expected useful life of the proposed small wireless facility.

The small cell facility is anticipated to be operated for the term of the loan agreement (see Exhibit E).

J. The applicant shall furnish written certification that the small wireless facility and attachments are designed and will be constructed to meet all local, county, state and federal structural requirements for loads, including wind, snow and ice loads. If the wireless facility is subsequently approved and constructed, as-built certification indicating that the facility has been constructed in accordance with all standards shall be furnished to the Village prior to issuance of any certificate of occupancy or compliance.

See Exhibit N.

K. All proposed small wireless facilities shall contain a demonstration that the facility will be sited so as to minimize visual intrusion as much as possible given the facts and circumstances involved with the proposed site and facility, will employ stealth technologies as directed by the Village Board, where appropriate, and will thereby have the least adverse visual effect on the environment, the character of the community, surrounding properties and on the residences in the area of the wireless telecommunication facility.

See Exhibit O; the Project has been sited to minimize its overall visibility to the extent practicable.

§ 270-6. General and specific requirements for small wireless facilities.

A. Design. All small wireless facilities shall be designed, constructed, operated, maintained, repaired, modified and removed in strict compliance with all current applicable technical, safety and safety-related codes, including but not limited to the most recent editions of the American National Standards Institute (ANSI) Code, National Electrical Safety Code, and National Electrical Code. All small wireless facilities shall at all times be kept and maintained in good condition, order and repair by qualified maintenance and construction personnel, so that the same shall not endanger the life of any person or result in a negative physical impact on any properly in the Village.

See Exhibit O; the Project complies.

B. ***Snow, wind and ice. All small wireless facilities structures shall be designed to withstand the effects of wind gusts and accumulation of snow and ice to the standard designed by the American National Standards Institute as prepared by the engineering departments of the Electronics Industry Association, and Telecommunications Industry Association (ANSI/ EIA/TIA-222, as amended).***

See Exhibit N; the Project so complies.

C. ***Aviation safety. Small wireless facilities shall comply with all federal and state laws and regulations concerning aviation safety.***

See Exhibit O; the Project so complies.

D. ***Public safety communications. Small wireless facilities shall not interfere with public safety communications or the reception of broadband, television, radio or other communication services enjoyed by occupants of nearby properties.***

See Exhibit H; the Project so complies.

E. ***Radio frequency emissions. A small wireless facility shall not, by itself or in conjunction with other WCFs, generate radio frequency emissions in excess of the standards and regulations of the FCC, including, but not limited to, the FCC Office of Engineering Technology Bulletin 65 entitled "Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields," as amended. When a small wireless facility is complete, as-built readings will be taken and submitted to the Village.***

See Exhibit H; the Project so complies.

F. ***Maintenance. To the extent permitted by law, the following maintenance requirements shall apply:***

(1) ***Small wireless facilities shall be fully automated and unattended on a daily basis and shall be visited only for maintenance or emergency repair.***

Verizon will so comply.

(2) ***Such maintenance shall be performed to ensure the upkeep of the facility in order to promote the safety and security of the Village's residents.***

Verizon will so comply.

(3) ***All maintenance activities shall utilize nothing less than the best available technology for preventing failures and accidents.***

Verizon will so comply.

(4) The owner or operator of a small wireless facility shall maintain standby power generators or batteries capable of powering the small wireless facility for at least 12 hours without additional public utility power and indefinitely with a continuous or replenished fuel supply, where appropriate. Such standby power shall activate automatically upon the failure of public utility power to the site. Notwithstanding the foregoing, the Village Board may waive the requirement for back-up power, where appropriate, including but not limited to when a small wireless facility is not located in a densely populated area or on a major thoroughfare.

Given the design of the network, Verizon respectfully requests a waiver of this requirement.

§ 270-7. Approval procedures.

A. For small wireless facility permit applications, the Village Board may, at its discretion, require a public hearing.

No response necessary.

B. In any district, the Village Board may grant a small wireless facility permit for the construction of the wireless telecommunication facility.

No response necessary.

C. All decisions of the Village Board involving applications for small wireless facility permits shall be in writing and supported by substantial evidence contained in a written record.

No response necessary.

D. Timeframes for approval.

(1) Within 60 days of receipt of a complete application for the collocation of a small wireless facility on a preexisting utility pole, monopole or other existing wireless telecommunication facility support structure, the Village Board shall make a final decision on whether to approve the application and shall notify the applicant in writing of such decision.

No response necessary.

(2) Within 90 days of receipt of a complete application for a small wireless facility on a new utility pole, monopole or other new wireless telecommunication facility support structure, the Village Board shall make a final decision on whether to approve the application and shall notify the applicant in writing of such decision.

No response necessary.

(3) Within 10 days of receipt of an incomplete application for a small wireless facility permit, the Village shall notify the applicant in writing of any supplemental information required to complete the application. Upon receipt of an applicant's supplemental information in response to the initial notification of incompleteness by the Village, the applicable shot clock will reset to zero and the Village shall have the full 60 or 90 days permitted by law to act on the completed application.

No response necessary.

(4) For any subsequent determinations of incompleteness beyond the initial, the Village shall notify the applicant of any required supplemental information within 10 days of receipt of the supplemental submission and such notice shall toll the applicable shot clock until the applicant submits the required supplemental information.

No response necessary.

E. All time periods set forth in this chapter reference calendar days.

No response necessary.

§ 270-8. Location.

A. Applications for small wireless facilities shall locate, site and erect said facility in accordance with the following priorities, with Subsection A(1) being the highest priority and Subsection A(7) being the lowest priority.

(1) Collocation on existing utility poles, monopoles or other wireless telecommunication facility support structures on lands owned or controlled by the Village, not including the public rights-of-way;

See Exhibit G; Verizon has complied to the extent possible.

(2) Collocation on a site with existing wireless telecommunication facilities or other wireless telecommunication facility structures in the Village;

See Exhibit G; Verizon has complied to the extent possible.

(3) On other lands owned or controlled by the Village including but not limited to the Village public right-of-way;

See Exhibit G; Verizon has complied to the extent possible.

(4) On lands owned or controlled by other municipal corporations within the Village, to the extent permitted by such other municipal corporations;

See Exhibit G; Verizon has complied to the extent possible.

(5) On nonresidential zoned properties;

See Exhibit G; Verizon has complied to the extent possible.

(6) On residential zoned properties; and

See Exhibit G; Verizon has complied to the extent possible.

(7) No small wireless facilities shall be permitted in the East Aurora Historic District, unless the applicant demonstrates to the Village Board's satisfaction that the selected site is necessary to provide adequate service and no feasible alternative site exists. Such applications with facilities proposed to be sited in the Historic District shall be submitted for review before the East Aurora Village Historic Preservation Commission. After review, said Commission shall submit to the Village Board its recommendation, for or against the application, and the Village Board shall make the final determination if such application shall be approved with facilities located within the East Aurora Village Historic Preservation District.

See Exhibit G; Verizon has complied to the extent possible.

B. If the proposed site is not proposed for the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The person seeking such an exception must satisfactorily demonstrate the reason or reasons why such a special permit should be granted for the proposed site and the hardship that would be incurred by the applicant if the permit were not granted for the proposed site.

See Exhibit G.

C. An applicant may not bypass sites of higher priority by stating the site proposed is the only site leased or selected. An application shall address collocation as an option. If such option is not proposed, the applicant must explain to the reasonable satisfaction of the Village Board why collocation is impracticable.

See Exhibit G.

D. Notwithstanding the above, the Village Board may approve any site located within the Village, provided that the Village Board finds that the proposed site will further the purposes of this chapter, is in the best interest of the safety, public welfare, character and environment of the Village and will not have a deleterious effect on the nature and character of the community and surrounding properties.

See Exhibit G; the chosen locations meet the need for coverage on the area.

§ 270-9. Height.

Small wireless facilities shall be no higher than the minimum height necessary. The proposed height, which may be in excess of maximum height permitted for other structures in the applicable zone, shall address any additional height necessary to accommodate collocation by additional antenna arrays, but under no circumstances is the height to be in excess of what is permitted for small wireless facilities.

See Exhibit F; the Project so complies.

§ 270-10. Setback.

All wireless telecommunication support structures for small wireless facilities located outside the public right-of-way shall be set back from the property line of the lot on which it is located a distance equal to not less than the total height of the facility, including support structure, measured from the highest point of such support structure to the finished grade elevation of the ground on which it is situated, plus 10% of such total height. The Village Board may reduce such setback requirements based upon consideration of lot size, topographic conditions, adjoining land uses, landscaping, other forms of screening and/or structural characteristics of the proposed support structure.

See Exhibit O; the Project so complies.

§ 270-11. Visibility.

A. ***All small wireless telecommunication facilities shall be sited so as to have the least adverse visual effect on the environment and its character, on existing vegetation and on the residents in the area of the wireless telecommunications facilities sites. If lighting is required, the applicant shall provide a detailed plan for sufficient lighting of as unobtrusive and inoffensive an effect as is permissible under federal, state and local laws, statutes, codes, rules or regulations.***

See Exhibit O; the Project so complies.

B. ***Both the small wireless telecommunication facility and any and all accessory equipment shall maximize use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings.***

See Exhibit O; the Project so complies.

C. ***Small wireless telecommunication facilities shall not be artificially lighted or marked, except as required by law.***

See Exhibit O; the Project so complies.

D. ***Electrical and land-based telephone lines extended to serve the wireless telecommunication services facility sites shall be installed underground.***

See Exhibit O; the Project so complies.

E. Stealth technologies shall be required to be employed in an effort to blend into the surrounding environment and minimize aesthetic impact.

See Exhibit O; the Project so complies.

F. Landscaping shall be provided, if appropriate.

See Exhibit O; landscaping is not appropriate.

§ 270-12. Security.

A. All small wireless telecommunication facilities and antennas shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

(1) All antennas and other supporting structures shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or collided with; and

See Exhibit O; the Project so complies.

(2) Transmitters and telecommunications control points shall be installed in such a manner that they are readily accessible only to persons authorized to operate or service them.

See Exhibit O; the Project so complies.

§ 270-13. Recertification of small wireless facilities permit.

A. At the five-year anniversary date after the effective date for the small wireless facility permit and for all subsequent fifth anniversaries of the effective date of the original permit for small wireless telecommunications facilities, the holder of the small wireless facility permit shall submit a signed written document with the following information to the Village Building Department, confirming the compliance of the small wireless facilities with the small wireless facility permit. Such submission shall include the following:

(1) The name of the holder of the small wireless facilities permit for the wireless telecommunications facilities.
(2) The date of the original granting of the small wireless facilities permit.
(3) Whether the small wireless facility has been modified since the issuance of the small wireless facilities permit and, if so, in what manner.
(4) Any requests for waivers or relief of any kind whatsoever from the requirements of this chapter and any requirements for small wireless facilities permit.
(5) Certification that the small wireless facilities are in compliance with the original small wireless facilities permit and in compliance with all applicable codes, laws, rules, regulations, federal certification requirements including, but not limited to, this chapter.

(6) Certification that the wireless telecommunications facility support structure, attachments and accessory equipment have been designed and constructed (as built) and continues to meet all local, county, state and federal structural requirements for loads, including wind, snow and ice loads. Such certification shall be by a qualified New York State licensed professional engineer.

Verizon will so comply, to the extent such requirements are consistent with applicable law.

B. If the holder of a small wireless facility permit does not submit the certifications in Subsection A of this chapter within the time frame noted in Subsection A of this section, then such small wireless facilities permit shall terminate and any authorizations granted thereunder shall cease to exist on the date of the fifth anniversary of the original granting of the special permit, or subsequent fifth anniversaries, unless the holder of the small wireless facilities permit adequately demonstrates to the Village Board that extenuating circumstances prevented a timely submission of such written certification. If the Village Building Official agrees that there were extenuating circumstances, then the holder of the expired small wireless facilities permit may submit a late recertification request or application for a new small wireless facilities permit.

Verizon will so comply, to the extent such requirements are consistent with applicable law.

§ 270-14. Application fees.

At the time that a person submits an application for a small wireless facility permit, such person shall pay a nonrefundable application fee in an amount as determined by the Village Board and as set forth in the Village Fee Schedule, in addition to any other fee required by law.

The required fee is enclosed herewith.

§ 270-15. Performance security for small wireless facilities.

The applicant and the owner of record of any proposed small wireless facilities property site shall comply with any requirements set forth in Ch. 223 of the Village Code regarding the posting of security to place a small wireless facility in the public right-of-way.

Verizon will so comply.

§ 270-16. Authority to inspect.

In order to verify that the holder of a small wireless facilities permit and any and all lessees, renters, and/or licensees of small wireless facilities place and construct such facilities, including supporting structures, accessory equipment and antennas, in accordance with all applicable technical, safety, fire, building, and zoning laws, statutes, codes, rules, regulations and other applicable requirements, the Village may inspect at any time, upon providing

reasonable notice, all facets of said permit holder's, renter's, lessee's or licensee's placement, construction, modification and maintenance of such facilities, including, but not limited to, structures, antennas, accessory equipment and electromagnetic output.

No response necessary.

§ 270-17. Liability insurance.

A. ***An applicant for a small wireless facility permit shall secure and at all times maintain public liability insurance for personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the small wireless facilities permit in amounts as set forth below:***

(1) ***For collocation on existing wireless telecommunication facility structure, the insurance policies shall be in the following amounts:***

(a) ***Commercial general liability covering personal injuries, death and property damage: $1,000,000 peroccurrence/$2,000,000 aggregate;***

(b) ***Automobile coverage: $1,000,000 per occurrence/$2,000,000 aggregate;***

(c) ***Workers' compensation and disability: statutory amounts.***

(2) ***For a small wireless facility located on a new wireless telecommunication structure, the insurance policies shall be in the following amounts:***

(a) ***Commercial general liability covering personal injuries, death and property damage: $5,000,000 per occurrence;***

(b) ***Automobile coverage: $1,000,000 per occurrence/$2,000,000 aggregate;***

(c) ***Workers' compensation and disability: statutory amounts.***

Verizon will comply to the extent the Project is located on Village property.

B. ***For a small wireless telecommunication facility on Village property, the commercial general liability insurance policy shall specifically include the Village, the Village Board, other elected officials, and the Village's officers, board members, employees, committee members, attorneys, agents and consultants as additional insureds.***

Verizon will so comply.

C. ***The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the state and with a Best's rating of at least A.***

Verizon will so comply.

D. ***The insurance policies shall contain an endorsement obligating the insurance company to furnish the Village with at least 30 days' prior written notice in advance of the cancellation of the insurance.***

Verizon will so comply.

E. ***Renewal or replacement policies or certificates shall be delivered to the Village at least 15 days before the expiration of the insurance that such policies are to renew or replace.***

Verizon will so comply.

F. ***Prior to the issuance of a permit for a small wireless facility, the applicant shall deliver to the Village a copy of each of the policies or certificates representing the insurance in the required amounts.***

Verizon will so comply.

§ 270-18. Indemnification.

Any approval for small wireless facilities that is proposed for Village property or in a public right-of-way pursuant to this chapter shall contain a provision with respect to indemnification. Such provision shall require the applicant, to the extent permitted by law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the Village and its elected officials, officers, board members, employees, committee members, attorneys, agents and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification, location, product performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said facility; excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the Village or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the Village.

Verizon will so comply.

§ 270-19. Annual NIER certification.

The holder of any small wireless facilities permit shall annually certify to the Village Board, or its authorized designee, that NIER levels at the site where a small wireless facility is located are within the threshold levels adopted by the FCC. In addition, the Village, at its own cost and expense, shall be permitted to conduct its own certification test of the NIER levels at the site where any small wireless facility is located, with or without notice to the wireless telecommunication provider. Once operational, but prior to providing service to customers, as-built readings will be provided to the Village.

Verizon will so comply to the extent such requirement is consistent with applicable law.

§ 270-20. Default and/or revocation of small wireless facilities permit.

A. ***If any small wireless facilities are constructed, repaired, rebuilt, placed, moved, relocated, modified or maintained in a way that is inconsistent or not in compliance***

with the provisions of this chapter or of the small wireless facility permit conditions and requirements, or it is determined conclusively that the applicant made materially false or misleading statements during the application process, then the Village Board or the Building Official, or their designee, shall notify the holder of the small wireless facilities permit in writing of such violation. Such notice shall specify the nature of the violation or noncompliance, and state that the violations must be corrected within seven days of the date of the postmark of the notice, or of the date of personal service of the notice, whichever is earlier. Notwithstanding anything to the contrary in this subsection or any other section of this chapter, if the violation or noncompliance causes, creates or presents an imminent danger or threat to the health or safety of lives or property, the Village Board or Building Official may, at their sole discretion, order the violations remedied within 24 hours.

No response necessary.

B. If within the period set forth in Subsection A above the small wireless facilities are not brought into compliance with the provisions of this chapter, or of the permit, or substantial steps are not taken in order to bring the affected small wireless facilities into compliance, then the Village Board or the Building Official may revoke such small wireless facilities permit and require removal of such small wireless facilities pursuant to § 270-21 below.

No response necessary.

§ 270-21. Removal.

A. Under the following circumstances, the Village may determine that the safety, public welfare, character and environment of the Village warrant and require the removal of small wireless facilities, under the following circumstances:

(1) The small wireless facility has been abandoned (i.e., not used as wireless telecommunication facilities) for a period exceeding 90 consecutive days or a total of 180 days in any 365-day period, except for periods caused by force majeure or acts of God, in which case repair or removal shall commence within 90 days;

No response necessary.

(2) A permitted small wireless facility falls into such a state of disrepair it creates a safety hazard;

No response necessary.

(3) The small wireless facilities have been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required small wireless facilities permit, or any other necessary authorization; or

No response necessary.

(4) Any small wireless facility is determined to be in violation pursuant to § 270-19 above and fails to cure such violation within the time set forth in that section.

No response necessary.

B. If the Village Board makes a determination as noted in Subsection A of this chapter, then it shall notify the holder of the small wireless facilities permit and the owner of the property in writing that said small wireless facilities are to be removed.

No response necessary.

C. The holder of the small wireless facilities permit or the owner of the property shall be required to dismantle and remove such small wireless facilities, and all accessory equipment and associated structures, from the site and return the site to its original condition and certify through soils or other testing that no contamination has been created by the facility, such restoration being completed, limited only by physical or commercial impracticability, within 90 days of receipt of written notice from the Village to remove such small wireless facilities. However, if the owner of the property upon which the small wireless facilities are located wishes to retain any access roadway to the small wireless facilities, the owner may do so with the approval of the Village.

No response necessary.

D. If the small wireless facilities are not removed or substantial progress has not been made to remove the small wireless facilities within 90 days after the small wireless facilities permit holder has received such written notice of removal, then the Village Board may order officials or representatives of the Village to remove the small wireless facilities at the sole expense of the property owner and/or permit holder.

No response necessary.

E. If the Village removes or causes to be removed the small wireless facilities, and the owner of the wireless telecommunication facilities does not claim and remove them to a lawful location within 10 days, then the Village may take steps to declare the small wireless facilities abandoned and dispose of or sell them and their components and retain the proceeds therefrom. The Village may also cause the costs associated with the removal and disposal of the small wireless facilities to be assessed on the property in the same manner as a tax or assessment.

No response necessary.

§ 270-22. Additional requirements relating to small wireless facilities permits.

A. Noncommercial usage exemption. Village residents utilizing satellite dishes, citizen and band radios, and antenna for the purpose of maintaining television, phone, and/or internet connections at their residences shall be exempt from the regulations relating to small wireless facilities enumerated in this chapter.

No response necessary.

B. Prohibited on certain structures. No small wireless facility shall be located on single-family detached residences, single-family attached residences, twin-homes, duplexes, or any residential accessory structure.

No response necessary.

§ 270-23. Regulations applicable to small wireless facilities permits in the public right-of-way.

A. In addition to the applicable small wireless facilities permit provisions listed in this chapter, all small wireless facilities located in the public right-of-way shall be required to comply with the following regulations:

(1) Location. Small wireless facilities in the public right-of-way shall be collocated on existing wireless telecommunications facilities, whenever possible. If collocation is not technologically feasible, the applicant shall locate its small wireless facility on existing utility poles or other structures that do not already act as wireless telecommunication facility support structures.

See Exhibit O; the Project so complies.

(2) Design requirements:

(a) All equipment shall be the smallest and least visibly intrusive equipment feasible.

See Exhibit O; the Project so complies.

(b) Antenna and accessory equipment shall be treated to match the supporting structure and may be required to be painted, or otherwise coated, to be visually compatible with the support structure upon which they are mounted.

See Exhibit O; the Project so complies.

(3) Equipment location. Small wireless facilities and any accessory equipment in the public right-of-way shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise create safety hazards to pedestrians and/ or motorists or to otherwise inconvenience public use of the public right-of-way as determined by the Village. In addition:

(a) In no case shall ground-mounted accessory equipment, walls, or landscaping be located within 18 inches of the face of the curb, or within four feet of the edge of the cartway, or within an easement extending onto a privately owned lot;

See Exhibit O; the Project so complies.

(b) ***To the extent feasible, accessory equipment shall be placed underground. Ground-mounted accessory equipment that cannot be placed underground shall be screened from surrounding views, to the fullest extent possible, through the use of landscaping or other decorative features to the satisfaction of the Village. Ground-mounted accessory equipment shall be screened, when possible, by utilizing existing structures. If screening by utilizing existing structures is not possible, ground-mounted accessory equipment shall be made architecturally and aesthetically compatible with the surrounding area through the use of coatings, landscaping, and/or screening walls, enclosures or other stealth technology to the satisfaction of the Village.***

See Exhibit O; the Project so complies.

(c) ***Required electrical meter cabinets shall be screened to blend in with the surrounding area to the satisfaction of the Village.***

See Exhibit O; the Project so complies.

(d) ***Any graffiti on any small wireless facility support structure or any accessory equipment shall be removed within 15 days upon notification by the Village at the sole expense of the owner.***

Verizon will comply.

(e) ***Any proposed underground vault related to small wireless facilities shall be reviewed and approved by the Village.***

Not applicable.

(f) ***Accessory equipment attached to the small wireless facility support structure shall have such vertical clearance as the Village Board may determine.***

No response necessary.

(4) ***Relocation or removal of small wireless facilities in the public right-of-way. In addition to the removal provisions set forth in § 270-21 above, within 90 days following written notice from the Village, or such longer period as the Village determines is reasonably necessary, or such shorter period in the case of an emergency, an owner of a small wireless facility and any accessory equipment in the public right-of-way shall, at its own expense, temporarily or permanently remove, relocate, or change the position of any small wireless facility or accessory equipment when the Village, consistent with its police powers and any applicable Public Service Commission regulations, shall have determined that such removal, relocation, change or alteration is reasonably necessary under the following circumstances:***

(a) To construct, repair, maintain or install any Village or other public improvement located in the public right-of-way;
(b) To prevent the interference with the operations of the Village or other governmental entity, in the public right-of-way;
(c) Abandonment of a street or road or the release of a utility easement; or
(d) An emergency as determined by the Village Board.

Verizon will so comply.

§ 270-24. Reimbursement for the use of the public right-of-way.

In addition to permit fees for a small wireless facility permit, every small wireless facility located in the public right-of-way is subject to the Village's right to fix annually a fair and reasonable fee to be paid for use and occupancy of the public right-of-way. Such compensation for use of the public right-of-way shall be directly related to the Village's actual public right-of-way management costs including, but not limited to, the costs of the administration and performance of all reviewing, inspecting, permitting, supervising and other public right-of-way management activities by the Village. The owner of each small wireless facility permit shall pay an annual fee to the Village to compensate the Village for the Village's costs incurred in connection with the activities described above as determined by the Village Board and as set forth in the Village Fee Schedule.

Verizon will so comply.

EXHIBIT E

NYSEG

WIRELESS COMMUNICATION EQUIPMENT

POLE ATTACHMENT AGREEMENT

Between

NEW YORK STATE ELECTRIC & GAS CORPORATION

and

BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC. d/b/a VERIZON WIRELESS

AVANGRID

TABLE OF CONTENTS

WIRELESS COMMUNICATION EQUIPMENT POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of this 14 day of ~~July~~ August, 2017 ("Effective Date"), between NEW YORK STATE ELECTRIC & GAS CORPORATION, (hereinafter referred to as "NYSEG," or "Licensor," a corporation organized and existing under the laws of the State of New York, having an office at 89 East Avenue, Rochester, New York 14649, and BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC. d/b/a Verizon Wireless (hereinafter referred to as "Licensee") a Delaware corporation and having an office One Verizon Way, Mail Stop 4A100, Basking Ridge, NJ 07920, hereinafter called "Licensee". Licensor and Licensee may each be referred to herein individually as a "Party" and collectively as the "Parties"

WITNESSETH:

WHEREAS, Licensee for its own use, desires to attach and maintain its Wireless Communication Equipment on the Licensor's Poles, and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of said Wireless Communication Equipment on Licensor's Poles as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

Article 1.0 DEFINITIONS.

Capitalized terms not otherwise defined in the body of this Agreement shall have the meaning ascribed to such terms in Exhibit E, attached hereto and made part hereof.

Article 2.0 LICENSE.

2.1 Purpose. This Agreement sets forth the basic terms and conditions upon which each Pole, or portion thereof, shall be licensed by Licensor to Licensee. Upon the Parties' agreement as to the particular attachment terms derived in accordance with the procedures, terms, and conditions of this Agreement, the Parties shall execute, deliver, and attach hereto completed License(s) in the form set forth in Exhibit A, which are incorporated herein by reference.

2.2 License. Licensor, in consideration of the covenants and agreement contained herein and in any executed License to be kept and performed by the Licensee, upon completion of all conditions and covenants to be performed by Licensee pursuant to this Agreement to Licensor's satisfaction, including but not limited to those set forth in Article 3, below, shall license to Licensee, and the Licensee, in consideration of the covenants and agreements contained herein, shall agree to take from Licensor, and, upon satisfaction of all conditions set forth herein, does take from Licensor, non-exclusive license(s) to attach Licensee's Wireless Attachments to the Poles for the transmission and reception of wireless communications service signals through the Wireless Attachments, and other activities directly related to the foregoing (the 'Permitted Activities"). Nothing in this Section 2.2 shall change the

character of this Agreement from conditional conveyance of license(s) or act as a bar to Licensor's exercise of its rights to relocate, retire, or replace any Poles as provided in this Agreement; Licensee acknowledges these limitations on its rights hereunder and agrees never to contend to the contrary.

2.3. Incorporation of Terms. Any License executed by the Parties shall be deemed to incorporate by reference the terms and conditions of this Agreement, including all Exhibits hereto, as it may be amended from time to time. The terms and conditions of this Agreement shall govern in the event of any discrepancy or inconsistency between the terms and conditions of this Agreement and any executed License.

2.4 Effective Date of License. For each License, the term Effective Date of License means the date of written notification issued by Licensor to Licensee that Licensee has fully complied to Licensor's satisfaction with all conditions, obligations, duties, terms, and conditions requisite to the issuance of a License as are set forth in this Agreement and\or required by Applicable Law.

Article 3.0 ATTACHMENT SCOPE, STANDARDS, AND REQUIREMENTS

3.1 Wireline Communication Equipment. This Agreement is established to cover Wireless Attachments. While it is expected that Wireline Communication Equipment will also generally be required, such facilities will be covered under a separate agreement.

3.2 Distribution Poles. Licensee's Wireless Attachments are limited to Licensor Poles used for electric distribution.

3.3 Compliance with Applicable Laws and Non-Interference. Licensee shall exercise its rights and perform its agreements and obligations set forth herein and in any executed License in full compliance with all Applicable Law and in such manner as shall not interfere with the use and maintenance of the Licensor's Poles or wires or property thereon.

3.4 Governmental Permits and Consents & Property Rights: (a) As a condition to Licensor's issuance of a License, Licensee shall obtain, at its sole cost and expense, all necessary franchises, permits, licenses, consents, certifications and approvals from all applicable Governmental Authorities in connection with the installation, use and operation of Licensee's Wireless Communications Equipment on any Licensor Pole(s). Licensor may, at its sole discretion, request evidence that all such franchises, permits, licenses, consents, certifications and approvals have been obtained and are in full force and effect as a condition to granting a License, and Licensee agrees to promptly provide the requested information prior to attaching any Wireless Communications Equipment.

(b) Licensee, with Licensor's reasonable cooperation, shall be solely responsible for obtaining from the appropriate private landowner(s) any required authorization(s) or real property interests needed to construct, operate, and/or maintain Licensee's Wireless Communications Equipment at the location of attachment to Licensor's Pole(s). By this Agreement, Licensor does not represent or warrant the use or sufficiency of any of Licensor's real property rights to Licensee, including but not limited to easements and rights of way. Should a dispute arise with a landowner with respect to

Licensee's Wireless Communications Equipment, Licensee shall provide Licensor with a copy of any easement, permit, right of way, or other authorization by which Licensee asserts access to the landowner's property. Subject to Licensor's discretionary right of review set forth in subsection (c), below, Licensor has no obligation to confirm or verify that Licensee has obtained all necessary approvals. As set forth in Article 13, below, Licensee shall indemnify, defend, and hold Licensor harmless from and against any actual or threatened Losses Licensor has or may incur as a result of Licensee's failure to secure any of the franchises, permits, licenses, consents, and\or certifications required pursuant to this Section 3.4.

(c) Licensor, as a condition to granting or executing a License pursuant to this Agreement, shall have the right, but not the obligation, to inspect and evaluate any easements (including any claimed right of apportionment), rights of way, licenses, rights, permits, consents, certifications, and\or approvals that Licensee is required to obtain pursuant to this Agreement (the "Approvals"). Following such inspection, if Licensor determines that any Approval(s) are insufficient for purposes of this Agreement or could prejudice or hinder Licensor's continued use or exercise of rights under any easements, rights of way, licenses, permits, approvals, consents, certifications, or rights held by Licensor in support of its Poles, property, or facilities, Licensor shall notify Licensee of such defect and shall have the right to withhold its consent and execution of a License until Licensee cures such defect or otherwise provides Licensor with reasonable assurances, at Licensee's expense and to Licensor's reasonable satisfaction, that the noted defect will not prejudice or hinder Licensor's use or exercise of rights under such easements, rights of way, licenses, permits, approvals, consents, certifications, or rights. Notwithstanding the foregoing provisions of this subsection (b), Licensor's failure or refusal to inspect Licensee's Approvals, or any determination made by Licensor following such inspection, shall not constitute a representation, warranty, covenant, or agreement that any such Approval(s) are sufficient for Licensee's purposes under this Agreement.

(d) LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF IT RIGHTS-OF-WAY, EASEMENTS, ENCROACHMENTS, OTHER PROPERTY RIGHTS, OR PERMISSIVE USE OR ACCESS ARE SUFFICIENT TO, OR ENTITLE, LICENSEE TO: (I) ACCESS THE PROPERTY UNDERLYING OR ADJOINING LICENSOR'S POLES; (II) INSTALL, OPERATE, OR MAINTAIN LICENSEE'S WIRELESS COMMUNICATIONS EQUIPMENT; OR (III) PROVIDE ANY SERVICE(S). Licensee shall furnish any of its franchises, permits, licenses, easements, consents, certifications, and approvals within thirty (30) days of a request by Licensor. If any required franchise, permit, license, easement, consent, certification, or approval was never issued or is cancelled, revoked, nullified, or modified in a manner rendering it non-compliant with the requirements of this Agreement, then any License issued for any of Licensee's Wireless Communications Equipment shall be subject to immediate termination by Licensor in accordance with Article 15. Licensee shall notify Licensor in writing within thirty (30) days of becoming aware that a franchise, permit, license, easement, consent, certification, or approval has been cancelled, revoked, nullified, or modified as provided herein. Licensee will have sixty (60) days from first learning of any cancellation, revocation, nullification, or modification in which to cure any breach of this Section 3.4 resulting therefrom; Licensee's failure or refusal to cure within such sixty (60) days shall be deemed to be an event of default under Article 15, unless (i) the 60-day cure period is extended by mutual agreement (which agreement may be withheld in either Party's sole discretion), or (ii) Licensee has initiated and is continuing commercially reasonable best efforts to cure such breach to Licensor's reasonable satisfaction.

3.5 Unlicensed Spectrum: Through this Agreement, Licensor intends to mitigate risks and potential interference to its own services and facilities as well as those of Joint Pole Owners, Joint Users and other Third Party Attachers. Accordingly, Licensee agrees that the spectrum utilized by Licensee for its Wireless Communications Equipment shall be properly licensed in accordance with the rules and

regulations of the Federal Communications Commission. The use of unlicensed frequencies by the Licensee on Poles is prohibited.

3.6 Pole Application Required: Licensor owns, alone or jointly with others, valuable pole plant that it acquired, constructed and maintains at considerable cost and expense. Prior to affixing any Wireless Communications Equipment pursuant to this Agreement, Licensee shall submit an Application both to Licensor and any Joint Pole Owner where Licensee desires to attach Wireless Communications Equipment or make Modifications thereto. The Application to Licensor as well as Joint Pole Owner is required irrespective of the joint owner responsible for issuing a License. The Licensee agrees to pay Licensor a fee for processing the Application.

3.7 Wireless Communications Equipment Placement: Licensor desires to mitigate the safety and reliability risks associated with the placement of Wireless Communication Equipment above electrical distribution lines. Accordingly, Licensee's Antenna Attachments will not be placed or affixed above Licensor's electrical distribution facilities. Additionally, in order to mitigate risks to property and public safety potentially arising from placing Antenna Attachments in close proximity to the general public, Licensee's antenna centerline must be at least 25 feet above ground level. In most cases these limitations will preclude use of the Communication Space. The Licensor will permit placement of Licensee's Antenna Attachments in the Electric Space and Licensee's other non-antenna attachments in the Common Space, on certain poles used for electrical distribution. Licensor, as a condition to granting or executing a License pursuant to this Agreement, may require Licensee to demonstrate to Licensor's reasonable satisfaction that Licensee's proposed attachments will not materially interfere with Licensor's core business and operating requirements, including considerations of safety, reliability, and engineering. Licensee's placement of Wireless Communication Equipment shall be in accordance with Exhibit B which may be altered from time to time.

3.8 Licensor Operating Rights: Licensee acknowledges and agrees that its use of Poles shall be subject and subordinate at all times and in all respects to Licensor's service and operating requirements. Nothing contained herein shall be construed to preclude Licensor from taking any action that it considers reasonably necessary or appropriate to maintain the reliability or quality of such service and to ensure the safety of its employees and customers, or the public. In the event of any emergency or condition during installation that threatens persons or property, Licensor may, in its sole discretion, order Licensee to stop work as appropriate. Licensor will give such order and notice in such manner as is practicable under the circumstances. Licensor's permission to Licensee to use the Poles under this Agreement shall in no way limit Licensor's use of Poles for its own business operations, or the rights or privileges previously granted by Licensor to any third parties, not party to this Agreement, to use any Poles, whether or not such Poles are at any time occupied by Licensee's Wireless Communications Equipment. In order to mitigate the potential conflicting use of the Poles by the Parties, a five (5) year projection of Licensor's proposed use of the Poles is reasonable and is to be incorporated in the Make-Ready design described below. Licensee further acknowledges and agrees that the uninterrupted operation of Licensor's facilities and the provision of electric service to its customers are of paramount importance hereunder and, therefore, Licensee shall be solely responsible to mitigate and remediate any interference that may be caused by Licensee's facilities, now or in the future, at Licensee's sole expense, through adjustment(s) to its own Wireless Communications Equipment or by termination of the applicable License. Except as expressly provided under this Agreement or as required by Applicable Law, under no circumstances shall Licensor be required to interrupt, suspend or alter its uses of the Pole(s) or its facilities in order to accommodate Licensee's Wireless Communications Equipment, unless such interruption, suspension or alteration will not materially affect Licensor's operations.

3.9 Limited to Pole Locations Required by Licensor: Nothing contained herein shall be construed to compel Licensor to extend its distribution facilities to new pole locations beyond Licensor's existing facilities. Any extension of pole locations will be in accordance with Licensor's line extension tariff and policies. Electric service for each wireless site shall be metered and billed per Licensor's applicable tariff for electric service. Licensor will maintain the Poles and repair or replace Poles only as necessary to comply with its own public service requirements or as required by Applicable Law. When a Pole is replaced, Licensee agrees to promptly transfer its Wireless Communications Equipment to the new pole. In the event Licensor determines that it will no longer maintain a Pole upon which any Wireless Communications Equipment is attached, Licensor will send Licensee written notice that it will no longer maintain the Pole. In such event, Licensor will make good faith effort to offer Licensee alternative space on another Pole for the Wireless Communications Equipment, provided that such alternative space is available.

3.10 Certain Poles Excluded: Licensor may reject an Application in its entirety or with respect to any specific Pole(s) identified in the Application if, in Licensor's reasonable judgment, attachment to any of the Pole(s) would: (i) constitute a risk to property or public safety or to the security or reliability of Licensor's electric system that could not be sufficiently alleviated or mitigated by alterations to the attachments at Licensee's expense; (ii) impede, hinder, or prejudice Licensor's rights under any easement, right-of-way, permit or other property rights or consents held by Licensor in relation to the Poles or Licensor's rights to access, maintain, operate, or use the Pole(s), and\or (iii) be unsuitable or incompatible with Licensor's use or proposed use of the Pole(s) or other property of the Licensor based upon a five (5) year projection of Licensor's proposed use of the Pole(s) or property in question.

3.11 Insufficient Capacity: Licensor may reject an Application in its entirety or with respect to any specific Pole(s) identified in the Application if, in Licensor's reasonable judgment, any of the Pole(s) lack sufficient capacity to permit the attachment(s). Such determination may be based on the Licensor's or Joint Pole Owner Standards and Specifications, the National Electric Safety Code (NESC), and generally applicable engineering standards, including the reduction of structural integrity due to age. Licensor will, if expressly set forth in the License or Make-Ready Work Agreement , replace specified Pole(s) with pole(s) of sufficient capacity to accommodate Licensee's Wireless Communications Equipment, at Licensee's expense. Nothing contained herein shall be construed to compel Licensor to install poles larger, in size or class, than generally accepted distribution pole sizes.

3.12 Replacements and Rearrangements Required by Licensee: Upon receipt of an Application from Licensee to attach, or Modify, its Wireless Communications Equipment, Licensor will prepare, or cause to be prepared, at Licensee's sole expense, an engineering survey to determine if the facilities of the Licensor, Joint Pole Owner, Joint User or any other Third Party Attacher require replacement and/or rearrangement to accommodate the Licensee's Wireless Communications Equipment or Modification. Licensee shall pay, in advance, for all replacements and rearrangements determined to be required by the survey, and all such replacements and/or rearrangements will be completed on the Poles prior to the Licensee attaching its Wireless Communication Equipment or commencing the proposed Modifications. Required replacements and rearrangements shall be completed in accordance with Licensor's or Joint Pole Owner Standards and Specifications, the National Electric Safety Code (NESC) and Good Utility Practice .

3.13 Make-Ready Scheduling: In order to establish a manageable schedule for completing Make-Ready work and alleviate the potential burden on Licensor's resources in reviewing multiple Applications or Applications involving a large number of Poles, each Application will be limited to the

number of Poles set forth in Exhibit C, with Make-Ready work for multiple Applications evaluated and completed in accordance with the scheduling provisions shown in Exhibit C.

3.14 No Ownership Interest: Licensee agrees that no leasehold or easement rights and no interest in real estate or other interest in property is granted or intended to be granted by this Agreement. Additionally, Licensee agrees that no use, however extended, of Licensor's Poles under this Agreement shall create or vest in Licensee any ownership interest or property rights in Licensor's Poles, facilities, property, or other rights.

Article 4.0 TERM OF AGREEMENT

This Agreement shall commence on its Effective Date and shall remain in effect for an initial period of five (5) years following the Effective Date and thereafter until terminated by either Party giving to the other Party at least six (6) months prior written notice. Provided termination of this Agreement does not result from Licensee's breach, termination of this Agreement shall not terminate any License(s) then in effect, which shall continue in effect and will incorporate the terms of this Agreement until the License(s) expire or are terminated.

Article 5.0 APPLICATIONS AND PRE-CONSTRUCTION MAKE-READY

5.1 Application Data: Licensee shall electronically submit an Application to Licensor at the designated email address for the attachment of any and all proposed Wireless Communications Equipment to Poles or for the Modification of any and all such Wireless Communications Equipment. Each Application shall include Licensee contact information, municipality, road/street names, line / pole numbers, latitude / longitude along with the technical specifics of Licensee's proposed Wireless Communications Equipment. (See Exhibit A). Licensee shall pay to Licensor an Application Fee to cover Licensor's administrative processing cost prior to Licensor commencing any Make-Ready engineering. Each Application shall be accompanied by Licensee's engineering plans stamped by a professional engineer, an analysis of the structural integrity of Pole Owner's facilities in light of the Licensee's proposed attachments thereon, and Licensee's proposed frequency. Placement or attachment of any of Licensee's Wireless Communications Equipment at a new or different position on any Pole already subject to a License shall, in each instance where such placement or attachment has not been specifically approved by the terms of the License, constitute a Modification requiring the submission of a new Application and approval by the Licensor prior to completion.

5.2 Make-Ready Pre-Construction Engineering Survey: Licensee shall have the right to accompany Licensor or its contractor(s) on all pre-construction engineering surveys scheduled by Licensor to determine the nature and extent of required Make-Ready work related to the proposed Wireless Attachment(s) to the Poles in the Application. Licensor shall provide Licensee with advance notice of any such pre-construction engineering surveys. Licensor will, where required, coordinate such survey with Joint Pole Owners, Joint Users and other Third Party Attachers. For Modifications, Licensee shall also have the right to accompany Licensor on any field verifications scheduled by Licensor to determine the feasibility of the proposed Modification set forth in the Application and whether any Make-Ready work related to the proposed Modification is required. Licensor shall provide Licensee with sufficient notice of any such field verifications. Licensor will review the Application, investigate and notify the Licensee of any Poles that are to be excluded, along with the reasons for exclusion, in accordance with Exhibit B. Licensee shall pay all Costs incurred by Licensor in conducting such pre-construction engineering surveys and field verifications. Licensor will endeavor to complete the engineering survey in accordance with the scheduling provisions shown in Exhibit C.

5.3 Make-Ready Pre-Construction Design and Quote: Following receipt and review of the Licensee's Application, Licensor shall furnish Licensee with a Marked-Up Application and a proposed Make-Ready Work Agreement, which will identify the Make-Ready work necessary to accommodate the proposed Wireless Attachment(s) or the proposed Modifications and necessary measures intended to mitigate any potential conflict(s) between the Licensor's and Licensee's use of Pole(s). The Licensor will identify on the Marked-Up Application (i) any material deficiency between the terms, plans, and

assumptions in the Application and the requirements of this Agreement, and (ii) any special conditions that will govern the proposed Modifications or the placement of Licensee's Wireless Communications Equipment on the Poles. All Make-Ready design will be in accordance with the Standards and Specifications. The Licensee shall pay all Costs incurred by the Licensor in completing the Make-Ready survey, performing any analysis specified by the terms of this Agreement, designing the appropriate Make-Ready construction including any Pole replacements and rearrangements, and preparing work orders, drawings, and Cost quotes. Licensor will present the invoice for such work to the Licensee when the Make-Ready design is complete and Licensee shall pay the invoice in full and without protest within thirty (30) days of receipt and prior to the Licensor performing any pre-construction Make-Ready. Licensor will use commercially reasonable efforts to complete the design and present the Make-Ready Work Agreement to the Licensee in accordance with the scheduling provisions shown in Exhibit C.

5.4 Licensee's Acceptance of Make-Ready: If, after receiving the Make-Ready Work Agreement and Marked-Up Application, Licensee desires to place its Wireless Attachment(s) on the Poles or to implement the proposed Modifications under the terms and conditions specified by the Licensor on the Make-Ready Work Agreement and Marked-Up Application, Licensee shall indicate its acceptance by signing and returning the Make-Ready Work Agreement to Licensor within thirty (30) days of receipt of the Make-Ready Work Agreement, accompanied by payment in full of the Costs indicated therein.

5.5 Scheduling and Performance of Pre-Construction Make-Ready: Upon receipt of the executed Make-Ready Work Agreement and payment of Costs specified therein, Licensor will use commercially reasonable good faith efforts to complete the Make-Ready work in accordance with the scheduling provisions shown in Exhibit C. Licensor will notify Licensee upon completion of such Make-Ready work.

5.6 Issuance of the License: Upon completion of all Make-Ready work, Licensee's payment in full of all Costs due and owing to Licensor, and satisfactory evidence of Licensee's compliance with all conditions for attachment set forth in this Agreement, Licensor will execute and deliver to Licensee a License substantially in the form of Exhibit A authoring Licensee to commence the work or activities on the terms set forth in the Marked-Up Application and this Agreement.

Article 6.0 ATTACHMENT OF WIRELESS COMMUNICATION EQUIPMENT

6.1 Licensee Construction Timing and Requirements: Within eight (8) months following the receipt of a License issued pursuant to this Agreement, Licensee shall commence its installation or Modification of Wireless Communication Equipment to the designated Poles. Provided however the provisions of Article 9.4 still apply. Licensee's work shall comply with (a) the terms and conditions of the Marked-Up Application, (b) Licensor's then-current Standards and Specifications, and (c) Applicable Laws. Licensee shall provide a disconnect switch, in accordance with Exhibit B, for the Pole Owner, Joint Pole Owner, Joint User or any other Third Party Attacher to temporarily cease the Licensee's wireless operations when required for safety. Any work on Poles involving the installation, removal, or Modification of Wireless Communications Equipment shall be performed by a Qualified Electrical and Communication Worker reasonably acceptable to Licensor.

6.2 Standards and Specifications. Licensee shall install, maintain and remove all Wireless Communication Equipment in accordance with Licensor's Standards and Specifications. Licensee shall be responsible for familiarizing itself with the Standards and Specifications. Licensor will provide Licensee with a current copy of its Standards and Specifications at the time of execution of this

Agreement, and updated copies upon receipt of an Application for the placement, Modification or removal of any of Licensee's Wireless Communication Equipment on or from Poles.

6.3 Equipment Signage: Licensee shall post signage at each work site providing Licensee's name and a twenty-four (24) hour contact number to receive reports of problems with the Wireless Communication Equipment and required worker clearances from operational Wireless Antenna Attachments along with applicable radio frequency emission hazards.

Article 7.0 POST-CONSTRUCTION AND PERIODIC INSPECTIONS

7.1 Post-Construction Inspections: Within 30 days following receipt of Licensee's notification that construction is completed for Wireless Communication Equipment, Licensor shall conduct a post-construction inspection of the Poles to confirm that the Equipment was installed and operates in accordance with the License and the applicable terms of this Agreement. Licensor shall furnish Licensee with prior written notice of any such post-construction inspection and Licensee, or its representative, may accompany Licensor on the inspection(s). Licensor will inform Licensee of any required remediation of its installation work within 5 days following completion of any post-construction inspection. Licensee shall perform any such remediation work on its facilities within 30 days of being notified by the Licensor or following the completion of any Additional Make-Ready work identified by the Licensor, all at Licensee's sole expense. If Additional Make-Ready is required as a result of the post-construction inspection, Licensor will complete the required Make-Ready work within a reasonable time thereafter, based upon the circumstances. Licensee shall pay Licensor all Costs incurred by the Licensor in performing the post-construction inspection, as well as the Costs of completing any Additional Make-Ready design or construction required to bring the Licensee's Wireless Communication Equipment in compliance with the terms of the License and this Agreement.

7.2 Periodic Inspections: Licensor reserves the right to make periodic inspections of the Licensee's Wireless Communication Equipment located on Poles, or a portion of those Poles. Except for emergencies threatening property, public safety, or operational reliability and security of Licensor's electric system, Licensor shall not inspect the same Pole or Licensee's attachments thereon more frequently than once every three (3) years. Licensor will inform Licensee of any required correction or changes to the Licensee's Wireless Attachments within 10 days following completion of any periodic inspection. Licensee shall perform any such remediation work on its facilities with regard to matters affecting the safety of person or property or of violation of any applicable code within 30 days and with regard to other matters within 60 days of being notified by the Licensor or following the completion of any additional Make-Ready work identified by the Licensor, all at Licensee's sole expense. If Additional Make-Ready is required as a result of a periodic inspection, Licensor will complete the required Make-Ready work within a reasonable time thereafter, based upon the circumstances. Licensee shall pay Licensor all Costs incurred by the Licensor in performing the periodic inspection, as well as the Costs of completing any Additional Make-Ready design or construction required to bring the Licensee's Wireless Communication Equipment in compliance with the terms of the License and this Agreement.

Article 8.0 LICENSEE ACCESS TO AND UTILIZATION OF THE ELECTRIC SPACE

8.1 Protection of Licensor Facilities: Licensee and its agents, contractors, employees, invitees, customers and others will not, under any circumstances, touch, handle, tamper with or contact, directly or indirectly, any of Licensor's equipment or facilities other than the Pole, without the express

written prior consent of Licensor, which may be granted or withheld in Licensor's sole and absolute discretion. Licensee shall only use contractors approved in advance by Licensor to perform work within the Electric Space.

8.2 Licensee Work Schedule and Notification to Licensor: Licensee shall provide at least five (5)-days prior written notification to the Licensor prior to Licensee, its employees, agents, representatives, and\or contractor(s) commencing any work or inspection on a Pole that requires access to the Electric Space. Such notification shall include the identity of the person or entity performing the work or inspection, a general work schedule, street address, line and Pole number along with the latitude and longitude of each Pole where the Electric Space will be accessed. Work by or on behalf of the Licensee in the Electric Space shall be performed only during daily hours on a work schedule approved by the Licensor in advance. For any work or inspection involving access to the Electric Space, Licensee shall work continuously until completion and shall notify Licensor within 5 days following completion.

8.3 Wireless Communication Equipment Maintenance: Licensee shall, at its sole cost and expense, maintain its Wireless Communications Equipment in good and safe condition and repair, in accord with Licensor's Standards and Specifications, and in compliance with all Applicable Laws and Good Utility Practices. Additionally, Licensee shall maintain its Wireless Communication Equipment in such a manner so as not to endanger or interfere with the use of the Pole by Licensor, Joint Pole Owner, Joint User or any other Third Party Attacher with right(s) to attach to or use of Poles. Licensee shall maintain its Wireless Communication Equipment in accordance with Exhibit B which may be altered from time to time. Licensor will notify Licensee of damage to Poles caused by Licensee, its employees, agents, representatives, or contractors, and Licensee shall repair the damage at Licensee's sole cost and expense within 24 hours following receipt of Licensor's notification. Licensor will also notify Licensee of damage to Licensee's Wireless Communication Equipment, found through the normal course of Licensor's business, where correction efforts are required by the Licensee. Such correction efforts by the Licensee shall be completed within 24 hours of notification at Licensee's sole cost and expense. Licensee shall perform a preventative maintenance inspection of its Wireless Communications Equipment on a 3 year cycle. Licensee shall furnish Licensor with prior written notice of each inspection and, immediately following the inspection, shall notify Licensor of any damage, deficiencies, or non-compliance with this Agreement identified during such inspection. Licensee and shall remedy and repair any damage, deficiency, or non-compliance within 30 days following the inspection and shall notify Licensor within 5 days following completion of all required remedy(ies) and repairs.

Article 9.0 REMOVALS, TRANSFER OR RELOCATION OF WIRELESS COMMUNICATION EQUIPMENT

9.1 Standard Removal Application by Licensee: Prior to removing any Wireless Communications Equipment from a Pole, Licensee shall submit an Application to the Licensor describing the location, number and type of Equipment to be removed. Licensor will review the Application and furnish Licensee with a Marked-Up Application specifying any special conditions governing Licensee's removal of the subject Wireless Communication Equipment, along with a Make-Ready Work Agreement, if any. Licensee shall indicate its acceptance by signing and returning the Make-Ready Work Agreement to Licensor within thirty (30) days of receipt of the Make-Ready Work Agreement, accompanied by payment in full of the Costs, if any, indicated therein. Upon Licensee's acceptance and payment of Costs, if any, Licensor will issue a License authorizing such removal on the terms set forth in the Make-Ready Work Agreement and the Marked-Up Application. No refund of any Wireless Rental Fee or charges previously paid to Licensor shall be returned to Licensee as a result of such removal. Licensee shall

notify Pole Owner in writing within five (5) days after completing the removal work specified in the License. Upon Licensor's receipt of the written notice of completion and verification of the removal of Wireless Communications Equipment from Poles, Licensor shall notify Licensee of any adjustments to the Wireless Rental Fee resulting from the removal.

9.2 Removal Forced by Others: In the event that notice is provided to Licensor or Licensee by a Governmental Authority, property owner, or Joint Pole Owner that Licensee's use of any Pole hereunder violates Applicable Law or is not fully authorized consistent with the terms of this Agreement, , then the receiving-Party shall promptly furnish the other Party with a copy or summary of the notice. Within thirty (30) days following receipt of the notice, Licensee shall cure or initiate commercially reasonable best efforts to cure the violation specified in the notice, which shall be fully cured within a reasonable time not to exceed sixty (60) days from Licensee's receipt of the notice. If Licensee fails to comply with any of the requirements of the preceding sentence, Licensor, may, in its sole discretion by written notice to Licensee, revoke the License authorizing Licensee's use of said Pole, such revocation to be effective upon the sixtieth (60th) day following the date of Licensor's revocation notice. In the event of revocation, Licensee shall remove the subject Wireless Communications Equipment, at Licensee's sole cost and expense, within ninety (90) days from the date of Licensor's revocation notice, or such earlier date as required to comply with legal, regulatory, or contractual requirements necessitating the removal. If Licensee fails to perform such removal within the prescribed timeframes, subject to Licensee's rights as set forth in Section 9.3 below, Licensor shall have the right, but not the obligation, to remove all of Licensee's Wireless Communication Equipment from the affected Pole(s) and Licensee shall pay Licensor for all Costs of such removal within thirty (30) days after billing. Following removal by the Licensor, Licensor shall return Licensee's Wireless Communication Equipment to Licensee at an agreed to location without liability for the condition of the Wireless Communication Equipment following such removal, or for any Losses incurred or alleged to have been incurred by Licensee arising out of or resulting from Licensor's removal of the Wireless Communications Equipment.

9.3 Contested Removal Forced by Others: If within sixty (60) days following Licensor's issuance of a revocation notice pursuant to Section 9.2, above, Licensor receives a written request from Licensee invoking the provisions of this Section 9.3, Licensor shall permit the Licensee to continue to maintain its Wireless Communication Equipment on such Pole(s) until the Licensee exhausts its legal remedies with respect to the alleged violation, provided Licensee: (i) promptly and diligently seeks and prosecutes all necessary legal actions to remedy the alleged violation; and (ii) indemnifies, defends, and holds the Licensor harmless from all Losses that Licensor may incur while the legal actions are pending. If Licensee's legal actions to not remedy the alleged violation, Licensee shall remove all of Licensee's Wireless Communication Equipment from the affected Poles within the time frames, and subject to Licensor's rights and remedies, as set forth in Section 9.2, above.

9.4 Removal and Relocation Required Due to Licensor's Business Needs: Licensor's grant of a License to Licensee shall at all times remain contingent upon Licensee's Wireless Communications Equipment not interfering with the Licensor's business and operating requirements, including considerations of safety, reliability and engineering. Therefore, in non-emergency situations, if Licensor determines that any of the Licensee's Wireless Communications Equipment is interfering with its business or operational needs, Licensee shall, at its sole cost and expense, remove or relocate the Wireless Communication Equipment within sixty (60) days after receipt of written notice from Licensor. Additionally, all work required to be performed by the Licensor, where such work is necessitated by the presence of Licensee's Wireless Communication Equipment, shall be at Licensee's sole cost and expense. Licensee may request to relocate the Wireless Communication Equipment on the same pole or to a substitute Pole, at Licensee's sole cost and expense, which request may be approved or denied by

Licensor in its reasonable discretion subject to the Standard and Specifications and / or availability of alternative Poles. If Licensee fails to complete removal or relocation within forty five (45) days after receipt of such written notice from Licensor, Licensor shall have the right, but not the obligation, to remove or relocate all of Licensee's Wireless Communication Equipment from the affected Pole(s) and Licensee shall pay Licensor for all Costs of such removal or relocation within thirty (30) days after billing. Following removal by the Licensor, Licensor shall return Licensee's Wireless Communication Equipment to Licensee at an agreed to location. Licensor shall not be subject to any liability for the condition of the Wireless Communication Equipment following such removal or relocation, or for any Losses, incurred or alleged to have been incurred by Licensee arising out of or resulting from Licensor's removal or relocation of the Wireless Communications Equipment.

9.5 Removal and Relocation Required Due to Pole Removal: Licensor is not required to restore, rebuild, or maintain any Poles or facilities for a period longer than is necessitated by its own service requirements, including but not limited instances where Licensor's Poles or facilities are damaged or destroyed. If Licensor elects not to restore, rebuild, or maintain Licensor's facilities and that decision results in one or more Poles being unusable for attachment of Licensee's Wireless Attachments, Licensor shall furnish Licensee with written notice of its decision and the License for the Pole(s) identified in the notice shall terminate on the date specified in Licensor's notice. In such event, Licensor will attempt to identify an alternate Pole or Pole(s) for the displaced Wireless Attachments, subject to availability. Licensee shall, at its sole cost and expense, remove or, if an alternate Pole is identified, relocate the displaced Wireless Communications Equipment within ninety (90) days after receipt of such written notice from Licensor. If Licensee fails to complete removal within ninety (90) days after receipt of such written notice from Licensor, Licensor shall have the right, but not the obligation, to remove all of Licensee's Wireless Communication Equipment from the affected Pole(s) and Licensee shall pay Licensor for all Costs of such removal within thirty (30) days after billing. Following removal by the Licensor, Licensor shall return Licensee's Wireless Communication Equipment to Licensee at an agreed to location without liability for the condition of the Wireless Communication Equipment following such removal, or for any Losses, incurred or alleged to have been incurred by Licensee arising out of or resulting from Licensor's removal of the Wireless Communications Equipment.

9.6 Transfer Required Due to Pole Replacement: Subject to Licensor's discretionary rights as set forth in Section 9.5, above, if Licensor determines that a Pole subject to an executed License must be replaced, Licensor shall send Licensee written notice of the requirement to transfer to the newly placed pole Licensee shall, at its sole cost and expense, effect such transfer within thirty (30) days after receipt of such written notice from Licensor. If Licensee fails to complete transfer within ninety (90) days after receipt of such written notice from Licensor, Licensor shall have the right, but not the obligation, to remove all of Licensee's Wireless Communications Equipment from the affected Pole(s) and Licensee shall pay Licensor for all Costs of such removal within thirty (30) days after billing. Following removal by the Licensor, Licensor shall return Licensee's Wireless Communication Equipment to Licensee at an agreed to location without liability for the condition of the Wireless Communication Equipment following such removal, or for any Losses, incurred or alleged to have been incurred by Licensee arising out of or resulting from Licensor's removal of the Wireless Communications Equipment.

9.7 Removal Required Due to License or Agreement Termination: Licensee, at its sole cost, risk, and expense, shall remove all Wireless Communications Equipment for Pole(s) within ninety (90) days following termination of this Agreement and\or the applicable License for such Pole(s). If Licensee fails to complete removal within ninety (90) days after receipt of such written notice from Licensor, Licensor shall have the right, but not the obligation, to remove all of Licensee's Wireless Communications Equipment from the affected Pole(s) and Licensee shall pay Licensor for all Costs of

such removal within thirty (30) days after billing. Following removal by the Licensor, Licensor shall return Licensee's Wireless Communication Equipment to Licensee at an agreed to location without liability for the condition of the Wireless Communication Equipment following such removal, or for any Losses, incurred or alleged to have been incurred by Licensee arising out of or resulting from Licensor's removal of the Wireless Communications Equipment.

Article 10.0 MITIGATING RADIO FREQUENCY RISK & INTERFERENCE

10.1 Licensee shall attach no more than one (1) Wireless Attachment per Pole, and every Wireless Attachment must operate within a licensed [frequency spectrum] in full compliance with Applicable Laws and without interference (as defined by FCC rules and regulations) with any use made by the general public or by any person or entity of the Poles or facilities in place, or in use, on the effective date of an executed License. Licensee shall not install or operate on a Pole any Wireless Attachment that poses a risk to the health and safety of any person or the general public, or the property of any person, including the Licensor. Licensor will not knowingly permit any installations or modifications on or to a Licensed Pole by any person that would cause or is likely to cause interference with Licensee's Wireless Attachments in service pursuant to an executed License. If Licensee's Wireless Communication Equipment interferes with any lawful use of Licensor in violation of this Article 10, any equipment of a third party in lawful use which exists prior to the installation of Licensee's Wireless Communication Equipment, or poses a threat to the health or safety of any person or the general public Licensee shall take all steps necessary to immediately correct and eliminate the interference and\or remove the threat , at its sole cost and expense. If Licensee fails or refuses to remove such danger or interference within seventy-two (72) hours after notice thereof from Licensor or any Governmental Authority, Licensor shall have the right, but not the obligation, to take all actions it deems necessary or appropriate to remedy such matter, at Licensee's expense, including but not limited to removal of Licensee's Wireless Communication Equipment from the Poles. Licensee shall pay Licensor for all Costs and\or Losses sustained or incurred by Licensor in effecting such remedy or removal within thirty (30) days after billing. Following any removal by the Licensor, Licensor shall return Licensee's Wireless Communication Equipment to Licensee at an agreed to location without liability for the condition of the Wireless Communication Equipment following such removal, or for any Losses, incurred or alleged to have been incurred by Licensee arising out of or resulting from Licensor's removal of the Wireless Communications Equipment.

10.2 Emergency. In cases where Licensee's Wireless Communication Equipment poses an imminent danger to any persons, equipment, or property, or to Licensor's facilities, Licensor shall have the right, but not the obligation, to immediately de-energize any Wireless Communication Equipment causing or contributing to the danger using the disconnect protocol provided by Licensee. Licensee shall indemnify and hold Licensor harmless from and against any Losses arising from Licensor's disconnection in accordance with this Section 10.2, including but not limited to any Losses claimed or alleged by Licensee's customers for interruption of service.

Article 11.0 WORKER PROTECTION

Worker Protection Related to Radio Frequency Emissions: As a condition to Licensor's issuance and execution of a License, Licensee shall provide a disconnect switch that will de-energize the Wireless Communication Equipment in order to safeguard employees, agents, and contractors of Licensor, Joint Pole Owners, Joint Users and other Third Party Attachers from radio frequency emissions while performing work on or around the Pole(s). The disconnect switch will be installed in accordance with

Licensor's Standards and Specifications as shown in Exhibit B. The disconnect switch may be operated by Licensor, Joint Pole Owners, Joint Users and other Third Party Attachers. Licensee shall indemnify and hold Licensor harmless from and against any Losses arising from any disconnection or de-energizing of Licensee's Wireless Communications Equipment affected pursuant to this Article 11, including but not limited to any Losses claimed or alleged by Licensee's customers for interruption of service.

Article 12.0 WIRELESS RENTAL FEE

12.1 Billing Periods: Commencing upon the Effective Date of a License, Licensee shall pay Licensor a Wireless Rental Fee computed in accordance with Exhibit D, for each licensed Wireless Attachment. The Wireless Rental Fee shall be due and payable semi-annually in advance on January 1st. and July 1st of each calendar year. First year payments will be prorated on a monthly basis from the date of the License to the next regular payment date. Licensor may increase the Wireless Rental Fee at the Licensor's discretion, but no more frequently than annually per License.

12.2 Rental Refunds and Reductions: No refund of any Wireless Rental Fee previously paid to Licensor shall be made as a result of any relocation or removal of Wireless Attachment authorized pursuant to this Agreement. Prospective adjustments to Wireless Rental Fees resulting from any relocations or removals will be effective with the next regularly scheduled rental billing but are subject to field verification by the Licensor. In the case of termination of a License by the Licensor (for reasons other than Licensee's breach) before expiration of any full period for which the Wireless Rental Fee has been paid, then Licensor shall refund to the Licensee a pro-rata portion of the applicable Wireless Rental Fees for the unexpired portion of such period.

12.3 Other Rental Fees: Licensee's Wireless Rental Fee is in addition to the annual pole rental fee for Wireline Communication Equipment. Licensee attachment fees, if any, owed to the Joint Pole Owner are not included in Exhibit D and are subject to separate, independently negotiated terms and conditions. Licensee shall be liable for all attachment related fees owed to the Joint Pole Owner(s).

12.4 Unauthorized Wireless Attachments: If, as a result of an inspection, it is determined that the Licensee has made unauthorized Wireless Attachments or unauthorized Modifications, the Licensee shall pay Licensor back rental from the time the Wireless Attachments or unauthorized Modifications were made. If the time of attachment cannot be determined, Licensee shall pay Licensor an amount equal to the current Wireless Rental Fee times the number of years since Licensor's last audit or inspection of the Pole(s) to which the unauthorized Wireless Attachments or Modifications were made, not to exceed a maximum of five years. Such charge shall be paid by Licensee without prejudice to any of Licensor's other rights and remedies under this Agreement, including but not limited to Licensor's removal rights as described elsewhere in this Agreement.

12.5 Payment Due Date and Interest: Licensee shall pay interest at the rate of 1.5 percent (1.5%) per month or the highest rate allowed by law, whichever is less, on all late payments hereunder, computed from the date payment is due to the date paid. Except as otherwise expressly provided in this Agreement, all payments to Licensor are due within thirty (30) days of the invoice date. Failure to pay any amount owed hereunder by the specified payment date shall constitute a default under the Agreement, subject to any applicable cure period. Licensor shall give Licensee notice of past due amounts and any late fees to be assessed by way of invoice.

12.6 Taxes: Licensee shall pay all annual or periodic real property, personal property, gross receipts, franchise tax or other taxes (collectively, "Taxes") attributable to its Wireless Communications

Equipment, including any increase in such Taxes levied or assessed to Licensor based upon any License granted under this Agreement. Licensee shall have the opportunity to review and appeal any tax assessment for which it is responsible. Licensor will reasonably cooperate with any appeal. Notwithstanding any appeal of taxes by Licensee, it shall still pay ny taxes assessed as they become due. including any increase in such Taxes levied or assessed to Licensor based upon any License granted under this Agreement. Licensee shall pay all such Taxes directly to the appropriate taxing authority. Licensor will provide reasonable notice to Licensee of receipt of notice of assessment of property or any portion thereof, which includes Taxes attributable to the Licensee's Wireless Communications Equipment, specifying the amount owed, and Licensee shall pay the Tax either to Licensor or the appropriate taxing authority based upon instructions set forth in Licensor's notice.

Article 13.0 LIABILITIES AND INDEMNIFICATION

13.1 Agreements with Others: Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition on Licensor with respect to any agreement or arrangement Licensor has heretofore entered into or may enter into in the future with respect to any Poles. In no event will Licensor be liable to the Licensee for any acts, omissions or damages caused by Joint Pole Owners, Joint Users and other Third Party Attachers.

13.2 Noise and Interference: In no event will Licensor be liable for any noise, induced voltages, currents or other interference affecting any of Licensee's Wireless Communication Equipment to the extent arising from or caused by any attachments or facilities owned or operated by Licensor, Joint Pole Owners, Joint Users and other Third Party Attachers already affixed to the relevant Pole(s) on the effective date of the underlying License granted to Licensee.

13.3 As-Is, Where-Is Condition: Except for the Make-Ready work expressly described in the Marked-Up Application, Licensee hereby acknowledges and agrees that Licensor has not agreed to undertake any alterations or improvements to make the Poles suitable for Licensee's intended use and that Licensee hereby accepts Poles in their current "as-is, where-is" condition, with all faults.

13.4 Interruption and Interference with Wireless Telecommunication Service: Licensor shall not be liable to Licensee, any customer of Licensee, any affiliate of Licensee, or any other person or entity, for any interruption of service, lost profits or for any interference with the operation of the Wireless Communication Equipment arising in any way out of Licensor's use, operation, maintenance, repair, removal or relocation of its Poles or equipment in connection with Licensor's own business needs and requirements, unless caused by the gross negligence or willful misconduct of Licensor in the performance of such activities.

13.5 Environmental Laws and Hazardous Materials: At all times, Licensee shall conduct its operations and otherwise use or occupy Poles hereunder in compliance with all applicable Environmental Laws and shall not cause any Hazardous Materials to be introduced to or handled on or about Poles hereunder. Licensee shall indemnify, defend and hold harmless Licensor, its Affiliates, and their respective shareholders, employees, officers, agents, contractors, subcontractors, and representatives (the "Licensor Representatives") from and against any Losses, whether asserted under Environmental Laws or at common law, arising out of or related to (a) any breach by Licensee of the environmental covenants set forth above; (b) any violation hereunder by Licensee, its employees, agents, or contractors of any Environmental Laws; or (c) the presence, release or threatened release of any Hazardous Materials at, on or about Poles hereunder caused by Licensee, its agents, employees, contractors, or any entity in privity

with or providing a benefit to Licensee; provided, however, that Licensee shall have no obligation to so indemnify any Licensor Representatives to the extent any such Losses result from or are caused by the negligence or misconduct of the Licensor Representative(s). The foregoing covenants and indemnification obligations shall survive any termination of this Agreement or any License(s).

13.6 No Liability: Licensor shall not be held responsible for, and Licensor is hereby expressly relieved from, all Losses of any nature whatsoever to Licensee, or to its agents, contractors, employees, invitees, customers and others while on or near the Poles on behalf of, or with the authority of, Licensee, except to the extent such Losses are caused by or directly result from the willful misconduct of Licensor.

13.7 Indemnification. (a) To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold the Licensor Representatives, and each of them, harmless from and against any Losses arising from or attributable to (a) personal injury, including death, or property damage of any kind or nature, caused by or contributed to by the acts or omissions of Licensee, its Affiliates, or their respective shareholders, employees, officers, agents, contractors, subcontractors, and representatives (collective, the "Licensee Representatives"), or the willful misconduct of any thereof, (b) Licensee's breach of this Agreement or any License, (c) any violation of Applicable Law by the Licensee Representatives, and\or (d) any claim by a subscriber or customer of Licensee for interruption or loss of service arising from any acts or omissions of the Licensor Representatives. Licensor's indemnification obligations in connection with subsections (a), (b), (c), and (d) shall not apply to the extent any such Loss results from or is attributable to the negligence or willful misconduct of the Licensor Representative(s).

13.8 Indemnity to Survive Termination: Licensee's duties and obligations in this Article 13 shall survive any termination of this Agreement or any License(s).

Article 14.0 INSURANCE AND BOND

14.1 Required Coverage: Licensee and each of its contractors and subcontractors with access to any Pole(s) hereunder shall provide and maintain, in effect so long as all or any portion of the Licensee's Wireless Communications Equipment shall remain on Licensor's Poles the following forms and limits of insurance coverage. All insurance coverage shall be provided by insurance companies reasonably acceptable to Licensor who are otherwise authorized or permitted to issue coverage in the state of New York and have a rating of A or better in the Best's Key Rating Insurance Guide. Insurance coverage provided by Licensee and its contractors and subcontractor shall not consist of, or contain, any of the following types of coverage or any of the following terms or conditions: (i) any claims- made insurance policies; (ii) any endorsement limiting any form or amount of coverage that Licensee is obligated to provide pursuant to this Article; and\or ; (iii) any policy or endorsement language that (1) negates coverage to Licensor for Licensor's own negligence, (2) limits the duty to defend Licensor under the policy, (3) permits the recovery of defense costs from any additional insured, or (4) limits the scope of coverage for liability assumed under a contract. Licensee and each of its contractors and subcontractors with access to any Pole(s) hereunder shall provide the following coverage in compliance with this Article:

a. **Statutory Workers' Compensation Insurance and Employers' Liability Insurance** with statutory limits, as required by the State of New York, and employer's liability insurance with limits of one million dollars ($1,000,000) each accident/disease/policy limit.

b. **Commercial General Liability Insurance** with combined single limit for bodily injury and property damage limits of $5,000,000 each occurrence and $5,000,000 general aggregate including, but not limited to, coverage for Premises-Operations, Explosion, Collapse and Underground Hazards, Contractual, , Independent Contractors, Personal and Advertising Injury

and Products/Completed Operations coverage.

c. **Automobile Liability Insurance** including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least $1,000,000 per occurrence.

d. **Excess or Umbrella Liability Insurance** coverage with a limit of not less than four million dollars ($4,000,000) per occurrence and aggregate. These limits apply in excess of each of the above-mentioned policies.

14.2 Additional Insured Endorsement: Except with respect to Workers' Compensation and Employers' Liability, Licensor and its officers, directors, employees, representatives, affiliates, subsidiaries, successors, and assigns, shall be included as additional insureds as their interests may appear under this agreement in Licensee's insurance policies and such insurance shall be considered as primary insurance. Any separate insurance maintained in force by Licensor shall not contribute with insurance extended by Licensee's insurer(s) under this requirement.

14.3 Waiver of Subrogation: To the extent permitted by Applicable Law, Licensee shall waive all rights of subrogation against Licensor under worker's compensation policies procured in accordance with this Agreement.

14.4 Evidence of Insurance: Licensee shall provide evidence of the required insurance coverage and file with Licensor a Certificate of Insurance acceptable to Licensor within five (5) days of execution of agreement for the placement of Licensee's Wireless Communication Equipment on Poles. Upon receipt of notice from its insurer(s), Licensee will provide within thirty (30) days prior written notice of cancellation or non-renewal.

14.5 Limitation of Liability: None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Licensee or subcontractors are intended to, nor shall they in any manner limit or qualify the liabilities and obligations assumed by Licensee or subcontractor under this Agreement or any License(s).

14.6 Bond or Letter of Credit: During the entire term of this Agreement, Licensee will maintain a surety bond or letter of credit to guarantee the payment of all the sums that may become due from Licensee to Licensor under the terms of this Agreement and any License. At the time this Agreement becomes effective, Licensee shall furnish bonds or letters of credit to Licensor in the amount of $20,000.00 covering the initial 1 to 10 Wireless Attachments to be made to Poles. Licensee shall increase said bonds or letters of credit by $20,000.00 for each additional group (or partial group) of 10 Wireless Attachments in excess of the initial 10 Wireless Attachments to be made to Poles. The required bond or letter of credit amounts shall at all times be equal to or in excess of the amounts determined as aforesaid for the number of Wireless Attachments covered by Licenses hereunder. The bonds or letters of credit shall be in customary form and with a surety or financial institution acceptable to Licensor.

Article 15.0 DEFAULTS, TERMINATION AND OTHER REMEDIES.

15.1 Breach of Representations or Warranties: Either Party may terminate this Agreement upon breach by the other Party of any of its representations or warranties set forth in Article 17 of this Agreement.

15.2 Other Breaches: Either Party may terminate this Agreement or an affected License upon the other Party's material breache(s) of this Agreement consisting of the following:

15.2.1 Bankruptcy or Insolvency: A Party fails to make a payment or is at risk of failing to make a payment because it (a) makes any general assignment for the benefit of creditors; (b) initiates or is the subject of a request to initiate a bankruptcy or insolvency proceeding under any provision of law, including the United States Bankruptcy Code; or (c) files or is the subject of a filing for the appointment of a receiver.

15.2.2 Failure Materially To Comply: A Party fails to materially comply with any of the material provisions of this Agreement to be performed or observed by such Party, and such breach continues without cure (a) for thirty (30) days after written notice from the non-breaching Party or such other period expressly provided in this Agreement; or (b) if such default cannot reasonably be cured within thirty (30) days or such other period expressly provided in this Agreement, then for such longer period so long as the breaching Party proceeds with diligence to cure. Without limiting the generality of the foregoing, material breach shall include, but not be limited to, Licensee's failure or refusal to pay any amount owed hereunder or to post required security pursuant to Section 14.6, above.

15.2.3 Loss of Operating Authority: A Party loses its operating authority, whether as a result of action by any appropriate Governmental Authority, pursuant to Applicable Law, or otherwise.

15.3 Specific Rights and Remedies For Breach: If Licensee shall be in breach of this Agreement and such breach continues beyond any applicable cure period provided herein, the Licensor may exercise any one or more of the following rights and remedies: (a) terminate this entire Agreement or terminate any License or Licenses given pursuant to this Agreement; (b) take any and all corrective action it deems necessary or appropriate to cure such default and charge the Costs thereof to Licensee, together with interest thereon at 1.5 percent (1.5%) per month, or the highest rate allowed by law, whichever is less.

15.4 Duties and Obligations Remain. Notwithstanding termination of this Agreement or any License(s) issued pursuant to this Agreement, Licensee's agreements, obligations, and duties shall survive such termination until Licensee removes all Wireless Communication Equipment from all Pole(s) in compliance with the terms of this Agreement, and\or Licensee pays in full and without protest or dispute any amounts required to be paid by Licensee pursuant to this Agreement.

Article 16.0 ASSIGNMENTS OF RIGHTS

16.1 Except as expressly provided in this Agreement or in a License executed pursuant to this Agreement, Licensee may not assign or transfer this Agreement or any License(s) executed pursuant to

this Agreement, or any portion of its rights, privileges and obligations under this Agreement or any executed License without the prior written consent in each instance of Licensor, which consent will not be unreasonably withheld, conditioned, or delayed. Licensee may assign or transfer its rights, privileges and obligations under this Agreement or an executed License to an Affiliate of Licensee, without the consent of, but upon prior written notice to, Licensor, in each instance. In addition, Licensee may assign its rights, privileges and obligations under this Agreement or an executed License to any entity that succeeds to all or substantially all of Licensee's assets within the relevant license area as defined by the Federal Communications Commission, whether by merger, sale, or otherwise, upon prior written notice to Licensor and on the condition that Licensee and transferee both remain liable under this Agreement or the executed License . As a condition to granting its consent to an assignment or transfer required hereunder, Licensor may require an adjustment to the fees set forth in this Agreement or any License and\or to the Insurance and Bond requirements set forth in Article 14 of this Agreement. Licensee shall furnish Licensor not less than sixty (60) days' prior written notice of any proposed assignment or transfer of this Agreement, any License(s) executed pursuant to this Agreement, or any portion of its rights, privileges, and obligations under this Agreement or any executed License(s).

16.2 The obligations of Licensee under this Agreement and License(s) executed pursuant to this Agreement shall extend to and be binding upon any successors or permitted assigns of Licensee. All right, title and interest of Licensor hereunder shall be binding upon and issue to the benefit of Licensor's successors and assigns.

16.3 Nothing herein shall be deemed to restrict or limit Licensor's right to assign all or any portion of its right, title or interest in this Agreement.

16.4 Notwithstanding the foregoing restrictions on assignment and transfer set forth in this Article 16, Licensee may, without the prior written consent of Licensor, assign or sublease to third-party wireless telecommunications providers any, all, or a portion of its rights, but none of its duties and obligations, under this Agreement or any License(s) executed pursuant to Agreement, including but not limited to permitting use of Licensee's internal space by third party wireless providers and/or the use of Licensee's Wireless Communications Equipment by third parties so long as such use does not involve or require installation of additional equipment or facilities not previously authorized by the Licensor Licensee shall be responsible and liable for any interference resulting from the installation or use of any facilities by any party claiming rights by assignment or sublease from Licensee pursuant to this Agreement or any License, and shall indemnify Licensor from all Losses caused by or resulting from such installation or use by any such third party. Any attempt by Licensee to assign its obligation or duties hereunder to a third party without Licensor's consent shall be null and void, of no effect, and a material breach of this Agreement. Annually, Licensee shall furnish Licensor with details regarding any assignment or sublease made by Licensee pursuant to this Section, specifying the nature of the use, the Pole(s) affected, the names of the third party wireless providers, and such other details as may be requested by Licensor.

Article 17.0 REPRESENTATIONS AND WARRANTIES

17.1 Power and Authority: Each Party represents and warrants that (a) it is a corporation duly organized, validly existing and in good standing in its state of organization, (b) it is qualified to do business (if a foreign corporation) under the laws of the State of New York and (c) it has full power and authority to enter into this Agreement and each License executed hereunder and undertake the responsibilities and obligations set forth in this Agreement and any such License.

17.2 Enforceability: Each Party represents and warrants that this Agreement constitutes a valid and binding obligation of such Party and is enforceable against such Party in accordance with its terms and conditions. Each Party further represents and warrants that it has independently reviewed this Agreement, including the charges set forth in Article 12, and concluded that this Agreement is just, reasonable and equitable.

Article 18.0 FORCE MAJEURE

If Party is rendered wholly or partially unable to perform some or all of its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, then the Party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, *provided* that the affected Party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) gives written notice to the other Party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect, and (ii) uses its commercially reasonable efforts to remedy its inability to perform. A Force Majeure Event shall not be deemed to have occurred or to be continuing unless the Party claiming Force Majeure complies with the requirements of this Article 18. The suspension of performance shall be for the duration of the applicable Force Majeure Event. No obligations of either Party which arose before the Force Majeure Event causing the suspension of performance and which could and should have been fully performed before such Force Majeure Event occurred shall be excused as a result of such Force Majeure Event. The burden of proof shall be on the Party asserting excuse from performance due to a Force Majeure.

Article 19.0 MISCELLANEOUS

19.1 Confidential Information: The Parties agree that the terms of this Agreement and any License(s) executed pursuant to this Agreement, and any other information deemed proprietary and confidential by either Party and identified as such and disclosed to the other Party in the course of performing under this Agreement shall be held in strictest confidence by the Receiving Party and shall not be disclosed to any third party (other than Affiliates of the Receiving Party) without the Disclosing Party's prior written consent. The obligations imposed herein shall not apply to confidential information which (a) becomes available to the public through no wrongful act of the Receiving Party, (b) is published prior to the Effective Date of this Agreement, (c) is received from a third party without restriction known to the Receiving Party and without breach of this Agreement, (d) is independently developed by the Receiving Party, or (e) is disclosed pursuant to a requirement or request of a Governmental Authority, by subpoena, or through other legal process or proceeding.

19.2 Consolidation of Understandings: All understandings and agreements, oral or written, heretofore made by and between the Parties hereto are merged into this Agreement. This Agreement, and the exhibits attached hereto, and any License(s) executed pursuant to this Agreement, alone fully and completely expresses the agreement between Licensor and Licensee with respect to the subject matter hereof.

19.3 Waiver of Terms or Conditions: The failure of Licensor or Licensee to enforce or insist on strict compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any right to seek enforcement of such terms or conditions. A waiver of any breach of this Agreement shall not be held to constitute a waiver of any other or subsequent breach.

19.4 Severability: If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstances otherwise shall be held to be invalid or unenforceable under applicable law by any Governmental Authority, such invalidity or unenforceability shall not affect, impair or render invalid or unenforceable any other provision of this Agreement, nor shall it affect the application of such clause, phrase, provision or portion hereof to any other person or circumstances. In the event any provision of this Agreement is so found to be invalid or unenforceable, the Parties agree to amend this Agreement by replacing the invalid or unenforceable term with such other provision as will give the fullest possible effect, within the limits of Applicable Law, to the intention and understandings of the Parties as set forth in this Agreement.

19.5 Notice(s): Any notice given under this Agreement, other than routine operational communications between the Parties will be in writing and delivered by personal service, by certified or registered first class mail, return receipt requested, by nationally recognized overnight courier, or by facsimile or email with a copy, in the case of facsimile or email, by first class mail, to the addresses specified in Section 19.8, below.

Either Party may change the addresses provided in Section 19.8, below by notifying the other Party in the manner provided above. In the case of personal delivery, certified or registered first class mail, or nationally recognized overnight courier, such transmittal will be deemed to have been received by the recipient Party on the date of such delivery. In the case of delivery via facsimile or electronic mail, the transmittal shall be deemed to have been received on the date of transmission by facsimile or electronic mail. Any notice received on a day that is not a Business Day, or after 5:00 p.m. (New York City time) on a Business Day, shall be deemed to be received on the next following Business Day.

19.6 No Partnership Or Joint Venture Created: This Agreement does not create a partnership between, or a joint venture of, Licensor and Licensee. Nothing contained in this Agreement shall be construed to constitute either party an agent of the other.

19.7 Revision Of Forms: The forms attached hereto are subject to revision by Licensor at any time and at its discretion.

19.8 Notifications: Notifications shall be given by telephone to the contact person indicated below, followed within a reasonable time by a confirmation notice in writing via the means indicated in Section 19.5, above.

If to Licensor:

Agreement / Contract Notifications / Insurance:

Laura B. Read-Siedlecky
NYSEG/RGE
Joint Use of Plant
P.O. Box 5224
Binghamton, New York 13902-5224
(607) 762-8789
lbreadsiedlecky@nyseg.com

Copy to:

Mark Epstein
Senior Counsel
NYSEG/RGE
2 Radnor Corporate Center
Suite 200
100 Matsonford Road
Radnor, PA 19087

If to Licensee:
180 Washington Valley Road
Bedminster, NJ 07921
Attention- Network Real Estate

All invoicing to Licensee shall be made to the following address: 180 Washington Valley Road, Bedminster, NJ 07921, Attention- Network Real Estate.

19. 9. Counterparts. This Agreement and any License(s) issued pursuant to this Agreement may be executed in counterparts, without the necessity that both Parties execute the same counterpart, each of which shall be deemed an original but which together will constitute one and the same agreement. The exchange of executed copies of this Agreement or any License(s) issued pursuant to this Agreement, including the signature page, by facsimile or in pdf form via electronic mail transmission shall constitute effective execution and delivery of this Agreement and\or the relevant License(s), and may be used in lieu of the original Agreement or License(s) for all purposes. Signatures of representatives of the Parties transmitted by facsimile or in pdf form via electronic mail shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties to this Agreement by their duly authorized representatives have executed this Agreement to be effective as of the day and year first written above.

NEW YORK STATE ELECTRIC & GAS CORPORATION [Licensor]
(Business Signature)

By: _____ Date: 8/1/2017

Robert Perkins
Manager, Joint Use of Plant

NEW YORK STATE ELECTRIC & GAS CORPORATION [Licensor]
(Control Signature)

By: Tamara Feck Date: 8-14-17

Tamara Feck
Manager Programs/Projects

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

By: _____ Date: 7/26/17

Printed Name: Lynn Cox

Title: Vice President Field Network

Exhibit A -Application and License [Sheet 1]

Licensor:	Licensee:	To Be Filled In by NYSEG	7) SAP Notification No(s): Wireless:
New York State Electric & Gas	2)	6) SAP Debtor Code:	Wireline:
1) Division:	Attn:	8) Pole Attachment Agreement Date:	Electric Service:
Email to NYSEG Call Center:	Address:	9) Effective Date of License:	(13) License No:
nysegesi@nyseg.com		(10) Current Annual Rental Rate: $	per attachment
	3) Date of Application: 4) No. of Poles:	(11) NYSEG Make-Ready Work Order No(s): Eng.	Con:
	5) Prepared By: Tel#	(12) Prepared By:	Appr By:

	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)	(35)
	LOCATION						FACILITY															MAKE READY
Item No	Village, Town, City	Street, Road Name	Line No EL TEL	Pole No EL TEL	Latitude	Longitude	Owner	Install-Remove-Modify	Antenna Type	Power - Watts	Frequency	Worker Safety Distance	Antenna Height w Bkt	Antenna Width	Antenna Weight w Bkt	Antenna AGL	Equip Cabinet Length	Equip Cabinet Width	Equip Cabinet Weight	Equip Cabinet AGL	Existing Wireline	Mark Up
							J,T,E	I,R,M	OD	W	MHz/GHz	ft	Inch	Inch	lb	ft	Inch	Inch	lb	ft	Y/N	
1																						
2																						
3																						
4																						
5																						
6																						
7																						

AVANGRID

Exhibit A – Application and License [Sheet 2]

Instructions for Wireless Telecommunications Company

Application is available on the Pole Attachment Website below:
http://www.nyseg.com/SuppliersAndPartners/PoleAttachmentServices.html

NOTE TO APPLICANT: When applying for Wireless Pole Attachments please be aware that separate additional applications are required for Wireline Pole Attachments and Electric Service. When making applications please make reference to any associated Notification Numbers previously obtained. All three applications are available at the Website shown above.

1. Division (licensee) NYSEG'S Operating Divisions: Auburn, Binghamton, Brewster, Elmira, Geneva, Hornell, Ithaca, Lancaster, Liberty, Lockport, Mechanicville, Oneonta, Plattsburgh;

   Email application to NYSEG Call Center: nysegexi@nyseg.com
2. Licensee: (licensee) Company Name, System Manager and Address.
3. Application Date: (licensee) Date application is to be sent to NYSEG.
4. No. of Poles: (licensee) Total number of poles which are used by NYSEG.
5. Prepared By: (licensee) Who prepared the application and a phone number.
6. SAP Debtor Code: (NYSEG) Unique number for each attaching company.
7. SAP Notification No(S): (NYSEG) Record the unique number for the 3 applications required.
8. Pole Attachment Agreement Date (NYSEG) Date of General Operating Agreement.
9. Effective Date of This License: (NYSEG) Billing will be based on this date.
10. Current Annual Rental Rate: (NYSEG) Contractual Rate.
11. NYSEG Make-Ready Order No(s): (NYSEG) record the engineering and construction orders.
12. Prepared By: (NYSEG) Engineering Planner and initials of approving authority.
13. License No: (NYSEG) When all make-ready requirements are met a License will be issued.
14. Village, Town, City (licensee) The location of each pole.
15. Street, Road Name (licensee) The location of each pole.
16. Line No. (licensee and NYSEG) Electric and Telephone Line Number.
17. Pole No. (licensee and NYSEG) Electric and Telephone Pole Number.
18. Latitude of Node Pole
19. Longitude of Node Pole
20. Owner (NYSEG) J-Joint, E-soled owned by electric, T-owned by telephone.
21. Install / Remove / Modify (licensee) I—for Installations; R—for removals; M—for Modifications
22. Antenna Type (licensee) ; O – for Omni, D – for Directional
23. Power (licensee) Indicate the Power in Watts
24. Frequency (licensee) Indicate the Frequency in GHz or MHz
25. Worker Safety Distance (licensee) Indicate distance in Feet
26. Antenna Height including the Bracket (Licensee) to indicate height in inches
27. Antenna Width (Licensee) to indicate width in inches
28. Antenna Weight including the Bracket (Licensee) to indicate weight in pounds
29. Antenna AGL (Licensee) to indicate antenna centerline Above Ground Level
30. Equipment Cabinet Length (Licensee) to indicate length in inches
31. Equipment Cabinet Width (Licensee) to indicate width in inches
32. Equipment Cabinet Weight (Licensee) to indicate weight in pounds
33. Equip Cabinet AGL (Licensee) to indicate cabinet bottom Above Ground Level
34. Existing Wireline (Licensee) indicate if a existing wireline will be utilized
35. Make-Ready Mark Up (NYSEG) to indicate the make-ready construction required

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Exhibit B - Standard and Specifications [Sheet 1]

NOTES:

1. Maximum Allowable weight of Antenna with Bracket - 100 lbs
2. Minimum distance above ground to Antenna Centerline - 25 feet
3. Equipment Cabinet Maximum Height - 60 inches
4. Equipment Cabinet Maximum Width - 24 inches
5. Equipment Cabinet Maximum Depth - 24 inches
6. Maximum Allowable Weight of Cabinet - 400 pounds
7. List of Pole types Excluded from Antenna Installation:
   a. Transmission Facilities without Distribution Underbuild
   b. Poles older than 50 years
   c. Poles class 5 or smaller
   d. Push Brace poles
   e. Poles 35 Feet or less
   f. Truss/ C-Truss poles
   g. Poles with utility equipment (Three Phase Utilization Transformer banks, Step transformers, Capacitors, Voltage Regulators, Reclosers, Sectionalizers, Smart Switches, Wireless SCADA Devices, Group Operated Switches, Primary Risers, Neutral Isolators, poles with series street lighting)
   h. Poles with the following equipment - Wireless Communication Equipment, CATV Power supply, Electric Metered devices
8. Locate Meter Box on Opposite Side of Pole From Traffic Flow
9. Electrical Inspection Agency Approval Required for all Electric Service Work
10. Meter Box Furnished and Installed by Wireless Provider
11. Electric Service Requires Minimum 100 amp Conductor
12. Electric Service -From Weatherhead To Meter Box To Disconnects Switch Shall Be in Schedule 80 Non-Metallic Conduit With Weatherhead
13. Installation Of Electric Service Items Above Communication Lines Requires a Qualified Electrical Line Worker.
14. Item#8 -Minimum 100 Amp Disconnect Switch Accessible To All Pole Workers Is Required
15. Separate Wireless Equipment Ground Conductor Shall Be #4 Copper Under Protective Cover or 7/.062 Copper Clad Steel. NYSEG/RGE Downgrounds Shall not be Utilized
16. NYSE/RGE will Connect any of Their Ground Rods to the Wireless Equipment Grounding System
17. NYSEG / RGE and / or Jointly Owned Poles to be used for Metering Only When Wireless Company Has a Valid Wireless Pole Attachment Agreement Included.

ANSI A CADD Drawing, DO NOT REVISE MANUALLY.

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NYSEG/RGE STANDARD FOR
WIRELESS DAS EQUIPMENT INSTALLATION

DISTRIBUTION CONSTRUCTION STANDARDS

REV.	DATE	BY	DESCRIPTION	APP.
00	07/28/16	E.N.W	INITIAL DRAWING	

DR. ENW | FILE:
CK.
APP. GPA | DATE: 7/29/16
SCALE: NTS | SHEET 1 OF 4
NO. TM2.23.30 | REV. 00

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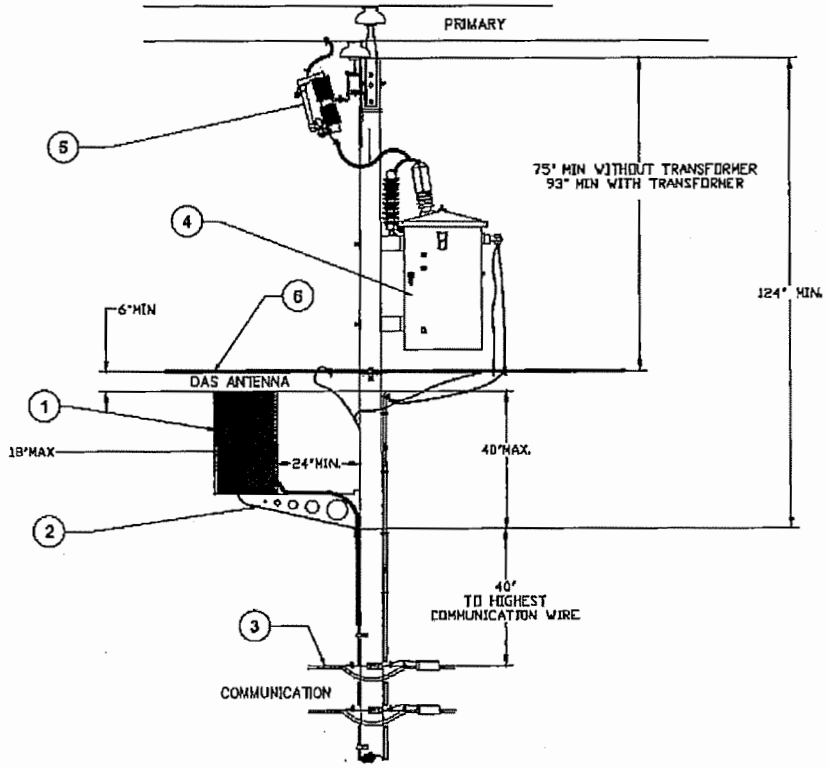
Exhibit B - Standard and Specifications [Sheet 2-15kv]



ITEM	DESCRIPTION	COMMENTS
1	DAS ANTENNA	
2	BRACKET, DAS ANTENNA	
3	HIGHEST COMMUNICATION CABLE	
4	DISTRIBUTION TRANSFORMER (IF REQUIRED)	
5	CUTOUT FOR DISTRIBUTION TRANSFORMER	
6	UTILITY NEUTRAL CONDUCTOR AND/OR SECONDARY	

ANSI A CADD Drawing, DO NOT REVISE MANUALLY.

AVANGRID ENGINEERING
CONFIDENTIAL, PROPRIETARY and TRADE SECRET INFORMATION
Property of AVANGRID, Inc.

AVANGRID

NYSEG/RGE 15kV STANDARD FOR WIRELESS DAS EQUIPMENT INSTALLATION

DISTRIBUTION CONSTRUCTION STANDARDS

REV.	DATE	BY	DESCRIPTION	APP.
00	07/29/16	ENW	INITIAL DRAWING	

DR. ENW | FILE:
CK.
APP. GPA
DATE: 7/29/16
SCALE: NTS | SHEET 2 OF 4
NO. TM2.23.30 | REV. 00

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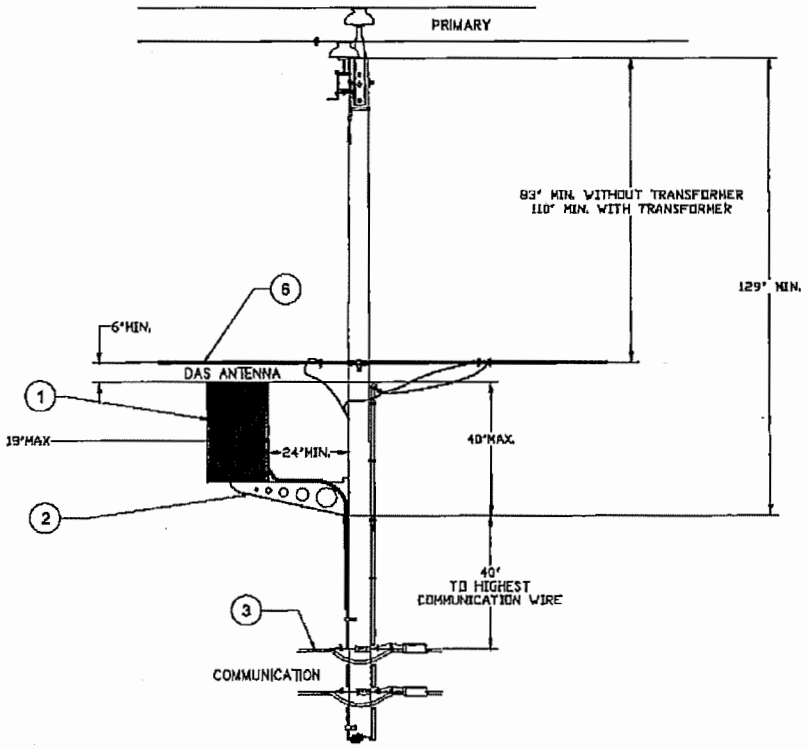
Exhibit B -Standard and Specifications [Sheet 3-35kv]



ITEM	DESCRIPTION	COMMENTS
1	DAS ANTENNA	
2	BRACKET, DAS ANTENNA	
3	HIGHEST COMMUNICATION CABLE	
4	DISTRIBUTION TRANSFORMER (IF REQUIRED)	
5	CUTOUT FOR DISTRIBUTION TRANSFORMER	
6	UTILITY NEUTRAL CONDUCTOR AND/OR SECONDARY	

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NYSEG/RGE STANDARD FOR
WIRELESS DAS EQUIPMENT INSTALLATION

DISTRIBUTION CONSTRUCTION STANDARDS

REV.	DATE	BY	DESCRIPTION	APP.
00	07/28/16	ENW	INITIAL DRAWING	

DR. ENW | FILE:
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SCALE: NTS | SHEET 3 OF 4
APP. GPA | NO. TM2.23.30 | REV. 00
DATE: 7/28/16

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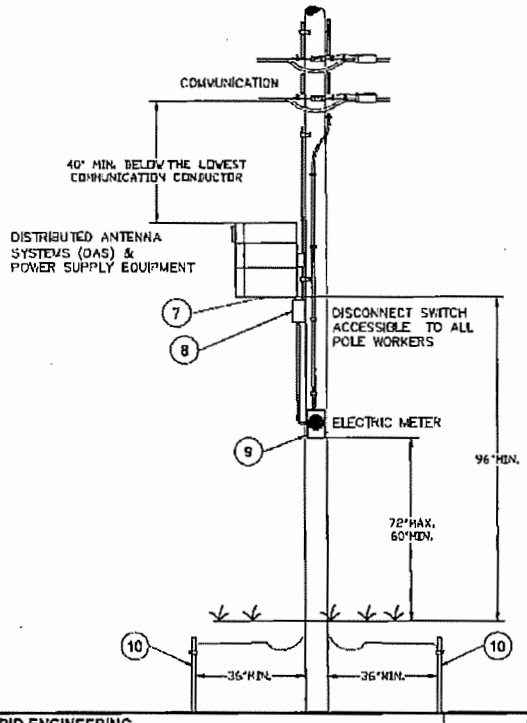
Exhibit B -Standard and Specifications [Sheet 4]

ITEM	DESCRIPTION	COMMENTS
7	DAS EQUIPMENT & POWER SUPPLY	
8	DISCONNECT SWITCH	
9	UTILITY ELECTRIC METER	
10	GROUND RODS (2)	



ANSI A CADD Drawing, DO NOT REVISE MANUALLY.

AVANGRID ENGINEERING
CONFIDENTIAL, PROPRIETARY
and TRADE SECRET INFORMATION
Property of AVANGRID, Inc.

AVANGRID

NYSEG/RGE STANDARD FOR
WIRELESS DAS EQUIPMENT INSTALLATION

DISTRIBUTION CONSTRUCTION STANDARDS

REV.	DATE	BY	DESCRIPTION	APP.
00	07/29/16	ENW	INITIAL DRAWING	

DR. ENW | FILE:
CK.
APP. GPA
DATE: 7/29/16
SCALE: NTS | SHEET 4 OF 4
NO. TM2.23.30 | REV. 00

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Exhibit C - Make-Ready Scheduling

Steps [20 Pole Limitation per Application]

Licensor - Review and Return Application if not Complete
Licensor - Conduct Engineering Survey
Licensor - Prepare Quote
Licensee - Review and Pay Quote
Licensor - Perform Pre-Construction Make-Ready
Licensor- Notify Licensee of Completed Make-Ready
Document Permits and Easements

Notes:

1. The Licensor and Licensee will meet to negotiate a reasonable Make-Ready schedule that meets the core business needs of both Parties. Licensee agrees to pay Licensor all costs incurred in meeting the Make-Ready schedule, including, but not limited to, those costs associated with overtime.

2. When more than one application is submitted for the Licensor's service territory, the Licensee shall indicate the order in which the Make-Ready for each application should be processed.

3. If the Licensor or Licensee cannot meet the originally negotiated Make-Ready schedule, the Party that cannot meet this schedule will arrange a meeting with the other Party and re-negotiate a schedule that is feasible for both Parties. In developing an alternate schedule, the Licensor's and Licensee's core business operations and obligations to their respective customers will be taken into consideration. Such alternate schedule will be confirmed in writing. Licensee agrees to pay Licensor all costs incurred in meeting the revised schedule for Make-Ready, including, but not limited to, those costs associated with overtime.

EXHIBIT E -Definitions

"Affiliate" means, with respect to a person or entity, any other person or entity who, directly or indirectly, controls, is controlled by, or is under common control with, such person. The term "control" means the possession, directly or indirectly, of the power to direct the management or policies of a person.

"Antenna Attachment" means the antenna, coax, antenna support and mounts, grounding or bonding wires, power supply, nuts, washers, and through bolts used by Licensee to provide wireless telecommunications service, that are owned or controlled by Licensee and attached to Pole Owner Poles pursuant to this Agreement.

"Applicable Law" means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance (including zoning), order, edict, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

"Common Space" means that space on Pole Owner Poles below the Communication Space that is normally used to provide the minimum ground clearance to Wireline Communication Equipment as well as the portion of the pole in the ground.

"Communication Space" means that space on Licensor Poles below the Electric Space and further below the Neutral Space normally used for the attachment of Wireline Communication Equipment.

"Cost(s)" means Licensor's fully-allocated costs, including without limitation all direct costs for labor, time, services, material, contractors and related engineering and administrative expense, as determined by Licensor in accordance with its standard and applicable engineering, construction, accounting and billing practices and procedures.

"Effective Date" means the date of this Agreement.

"Electric Space" means that space on Pole Owner Poles above the Communication Space and further above the Neutral Space normally used for the attachment of wireline electrical distribution facilities. Persons accessing this space must be a Qualified Electrical and Communication Worker. This space is the "supply space", as defined in the National Electric Safety Code (NESC).

"Environmental Laws" means all federal, state and local statutes, and all regulations or ordinances of any federal, state, county or local regulatory agency, relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, the New York State Environmental Quality Review Act (SEQR), all statutes, rules and regulations applicable to wetlands and all similar state and local laws now or hereinafter enacted or amended.

"Force Majeure Event" means an event, condition or circumstance beyond the reasonable control of the party asserting such Force Majeure Event to excuse performance, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by the party asserting such Force Majeure Event of any or all of its obligations hereunder. Subject to the foregoing, *"Force Majeure Event"* includes, acts of God, war, riots, strikes, civil disturbances, lockouts or industrial disputes or disturbances, labor or material shortages, epidemics, landslides, earthquakes, fire, storms, floods, inclement weather necessitating extraordinary measures or expense, and acts or omissions of Governmental Authorities preventing or delaying performance.

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to delineate acceptable practices, methods, or acts generally accepted in the region in which the Services are to be performed.

"Governmental Authority" means, any: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, county, local, municipal, tribal, foreign or other government; or (iii) governmental or quasi-governmental authority of any nature (including any independent system operator, regional transmission organization, governmental division, department, agency, commission, instrumentality, official, organization, unit or entity and any court or other tribunal), in each case of (i), (ii) or (iii), with jurisdiction over (A) all or a portion of the Poles, Wireless Attachment(s), Wireless Communication Equipment, Wireline Communication Equipment, or Licensor's easements or owned-property, or (B) this Agreement or any License issued pursuant to this Agreement, or (C) any Party.

"Hazardous Materials" means any waste, pollutant, toxic substance or hazardous substance, contaminant or material regulated by any Environmental Laws including, without limitation, petroleum or petroleum-based substances or wastes, asbestos and polychlorinated biphenyls.

"Joint Pole Owner" means any public utility or municipality or any subdivision or agency thereof which shall now or hereafter have an ownership interest in any of the Poles.

"Joint User" means any public utility or municipality or any subdivision or agency thereof which shall now or hereafter have the right to use any of the Poles. The term "Joint User" shall include the Licensor when Licensor is attached to another public utility or municipal owned pole. The term "Joint User" shall not include the Licensee or other Third Party Attachers with limited attachment rights such as those accorded Licensee.

"License" means the form of Pole license attached hereto as Exhibit A.

"Losses" means and includes all liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees and disbursements), claims, demands, suits, causes of action, liens, penalties, obligations or judgments of any nature, including for death, personal injury, and property damage.

"Make-Ready" is the replacements, changes and rearrangements, if any, to the facilities, equipment or plant of Licensor and the facilities of other users and all related engineering and administrative work

necessary to accommodate the attachment of Licensee's Wireless Communication Equipment, or its proposed Modifications in accordance with the Standards and Specifications. Similar work required after initial attachment to a pole shall be referred to as Additional Make-Ready.

"Marked-Up Application" means the Application as reviewed and completed by Licensor to identify any Make-Ready or installation work, and any special conditions governing placement, Modification or removal of any Wireless Communication Equipment on or from Poles.

"Make-Ready Work Agreement" means the quote presented to the Licensee showing the Costs associated with the Marked-Up Application for any required Licensor replacements and rearrangements needed prior to allowing Wireless Attachments.

"Modification(s)", or "Modify" means any change or alteration affecting the Wireless Communication Equipment, including without limitation any change in the number, type, ownership or use of the Wireless Communication Equipment, which causes the information provided by Licensee in the prior Application(s) to be incorrect or incomplete in any respect.

"Neutral Space" means that space on Poles below the Electric Space and above the Communication Space that provides a zone of safety to communications workers by separating electric facilities from communication facilities. Persons accessing this space must be a Qualified Electrical and Communication Worker.

"Pole Attachment Application" (hereinafter "Application") means the form and information submitted by Licensee for the placement, Modification or removal of any of Licensee's Wireless Communication Equipment on or from Poles. The form of Application and information required shall be prescribed by Licensor and Joint Pole Owner(s) and is incorporated into Licensor's Standards and Specifications.

"Pole" means a pole that is owned in whole or in part by Licensor and is used for electrical distribution.

"Qualified Electrical and Communication Worker" means a worker meeting all training and experience requirements of all applicable federal, state, and local work rules and Licensor work rules, including OSHA 1910.269 and OSHA 1910.268.

"Standards and Specifications" means all standards, practices, procedures, rules, regulations and other requirements adopted by Licensor and applicable to the construction, installation, modification, repair, maintenance, use, operation, relocation or removal of any Wireless Communication Equipment, as such requirements may be revised, modified, restated, supplemented or updated by Licensor from time to time and the National Electric Safety Code (NESC)."

"Third Party Attacher" means any entity or individual that has been granted limited attachment rights to the Poles. The term "Third Party Attacher" shall not include Joint Users with rights that exceed the limited attachment rights accorded the Licensee.

"Wireless Attachment" means the Licensee's Wireless Communications Equipment, viewed collectively as a unit, that is used by Licensee in providing wireless telecommunications service and is placed on Poles pursuant to this Agreement. Subject to the requirements in this Agreement, Licensee's Antenna Attachments may be made in the Electric Space. A Wireless Attachment is "placed on" or is "attached to" a Pole if it is physically supported by the pole, either directly or indirectly. Each Antenna Attachment counts as one Wireless Attachment.

"Wireless Communications Equipment" means Licensee's facilities (including but not limited to, antenna, antenna support and mounts, fiber optic cable and cable equipment, amplifiers, conduits, coaxial cable, receivers, battery units, equipment cabinets, through bolts, washers, nuts, power supply cabinets, power meters, grounding or bond wires, and all other Licensor approved equipment that is used by Licensee in providing wireless telecommunications service. Wireless Communications Equipment does not include fiber optic cable or coaxial cable to be used in a span or any other facility used as Wireline Communications Equipment.

"Wireline Communication Equipment" means the fiber optic cable, coaxial cable, used for providing traditional wireline telecommunication service, including, but not limited to grounding or bonding wires, power supply, nuts, washers, and through bolts that are owned or controlled by Licensee and attached to Poles.

"Wireless Rental Fee" means the recurring annual fee to be paid by the Licensee to the Licensor for each Wireless Attachment authorized under an executed License.

EXHIBIT F

Verizon Wireless
Communications Facility
Engineering Necessity Case – "Village of East Aurora Small Cell Cluster – 4 Small Cells"

Project: These projects are the installation and operation of new micro co-located wireless telecommunications sites in the Village of East Aurora (the "Nova Park, Oakleeds, Perrysadale, Roycroft").

verizon

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 cannot 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 areas, located in the western portion of the Village of East Aurora, are currently served by one site. This site is 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 foliage and terrain challenges for RF (signal) propagation. This foliage and terrain combined with buildings and 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 serving site is **East Aurora Village,** located in the Village of East Aurora, is approximately ±0.94 miles east of the project locations situated on an existing tower (82' ACL) located off Main St. While this site provides weak/variable coverage in portions of the project areas, it does so from a foliage, terrain and 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 these projects (**Nova Park, Oakleeds, Perrysadale, Roycroft**) are to increase capacity and provide and or improve "Mid Band" coverage in the localized high-traffic area throughout the western portion of the Village of East Aurora, more specifically portions of Rte 20A / Main St,Center St, Oakwood Ave, Prospect Ave, Perry St, South and North Willow St , West Filmore Ave, Parkdale Ave, Girard Ave, Buffalo Rd, Knox Rd, Grey St and Hamburg St as well as neighboring residential and commercial/public areas along and near these roads. In order to offload capacity from **East Aurora Village** site, 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 available utility poles and rooftops. Verizon proposes to attach the necessary antenna(s) to utility poles located near Buffalo Rd (Nova Park), Prospect Ave (Oakleeds), North Willow St (Perrysdale) and Main St (Roycroft) in the **Village of East Aurora , NY**. Verizon's antennas will utilize 32.7', 28.2', 29.8' and 33.5' ACLs (Antenna Center Lines). These solutions are at the minimum height necessary to provide the coverage and capacity improvements needed.

Wireless 4G/5G Safety and Growth

Staying ahead of demand.

A wireless network is like a highway system...

More wireless traffic needs more wireless facilities just like more vehicle traffic needs more lanes.

- Many wireless users share each cell site and congestion may result when too many try to use it at the same time.
- Wireless coverage may already exist in an area, but with data usage growth increasing exponentially each year, more capacity is needed.
- To meet capacity demands, we need to add more sites closer to users and strategically spaced with other cell sites to provide the reliable service customers have come to expect from Verizon.

The monthly data traffic in North America is projected to amount to 19.53 exabytes (the equivalent of over four billion DVDs) by 2021. In 2021, the average data traffic amounted to almost 5 EB per month.*

Health and safety background.

Health and safety organizations worldwide have studied potential health effects of RF emissions for decades, and studies continue.

The Federal Communications Commission (FCC) guidelines for operating wireless networks are based on the recommendations of federal health and safety agencies including:

- The Environmental Protection Agency (EPA)
- The Food and Drug Administration (FDA)
- The National Institute for Occupational Safety and Health (NIOSH)
- The Occupational Safety and Health Administration (OSHA)
- The Institute of Electrical and Electronics Engineers (IEEE)
- The National Council on Radiation Protection and Measurements (NCRP)

Wireless technology, equipment and network operations are highly regulated.

Wireless facilities and property values.

Cell service in and around the home has emerged as a critical factor in home-buying decisions.

National studies demonstrate that most homebuyers value good cell service over many other factors including the proximity of schools when purchasing a home.

90% Of single family homebuyers consider an area of good cellular service somewhat important or very important when buying a home.[1]

87% Of prospective homebuyers identified faster mobile phone connections as somewhat or very important when looking at 5G and a potential home.[1]

71% of adults live in wireless-only households.[2]

Connectivity at home.

The demand for access to wireless broadband continues.

People continue to rely more and more on their wireless broadband for work and personal uses.

82% Of voters say wireless is important driving innovation in the U.S.[1]

55GB 17.4 to 55 gigabytes. The average monthly usage of mobile data per smartphone in 2022 and 2028.[4]

523M 523 million wireless connections as of 2022.[3]

Wireless connectivity is critical in schools and communities.

Wireless is a critical component in schools and for today's students.

20k Learning apps are available for iPads.

72% Of iTunes top selling educational apps are designed for preschool and elementary students.

600+ School districts replaced text books with tablets in classrooms.

77% Of parents think tablets are beneficial to kids.

74% Of school administrators feel digital content increases student engagement.

70% Of teens use cellphones to help with homework.

Reliable and Critical Communications

More people than ever before rely on wireless connections to manage their lives and businesses.

Verizon is expanding its wireless network to meet the growing demands of today and tomorrow.

But it takes time.

466

Globally, total mobile network data traffic will grow to an estimated 466 EB per month by the end of 2029.[1]

76%

of adults and 86.8% of children live in wireless-only households.[2]

74%

Of Americans say government should make it easier to build wireless networks.[3]

The reliability of your cell phone is never more important than when crisis strikes.

That's when a simple call or text message can make the difference between life and death.

We build reliability into every aspect of our wireless network to keep customers connected when you need it most. Reliability starts when we choose the safest, most secure locations for our wireless equipment. The likelihood of earthquakes, and risk from wildfires, mudslides, floods, hurricanes and more are all considered. When disaster strikes, we coordinate with first responders and can mobilize charging stations, special equipment, emergency vehicles and more to support local, state and federal agencies in all 50 states.

80%

Of 911 calls originate from a cell phone.[1]

240

Million 911 calls are made annually. In many areas, 80% or more are from wireless devices.[1]

verizon

Wireless is a critical component in today's medical fields.

Smart pill bottles and cases can help patients and their caregivers track medication usage, ensuring medications are taken on time and correctly. This supports increased medical compliance, provides more consistent care, and enables preventative care, keeping patients in their homes longer and reducing the number of emergency visits to the doctor's office or hospital.

Wireless connected glucose monitors, blood-pressure cuffs, and EKGs can track a patient's vital signs and catch an issue before it turns into an emergency.

Pacemakers and sleep apnea monitors can be tracked remotely.

Routine eye exams can be conducted with a wireless device connected to a smartphone, bringing solutions and services to low-income and remote areas that would otherwise go unsupported.

Wireless is a critical component in today's communities.

Wireless smart city solutions are being used to track available parking and minimize pollution and wasted time.

These same solutions are being used to track pedestrian and bike traffic to help planning and minimize accidents.

Smart, wireless connected lighting enables cities to control lighting remotely, saving energy and reducing energy costs by 20%.

4G technology is utilized to track and plan vehicle deliveries to minimize travel, maximize efficiency, and minimize carbon footprint.

4G technology is also used to monitor building power usage down to the circuit level remotely, preventing energy waste and supporting predictive maintenance on machines and equipment.

Wireless sensors placed in shipments are being used to track temperature-sensitive medications, equipment, and food. This is important for preventing the spread of foodborne diseases that kill 3,000 Americans each year.

Explanation of Wireless Capacity

Capacity in this analysis is evaluated with up to three metrics further explained below. These metrics assist Verizon traffic planning and RF Engineers in determining actual usage for a given site as well as can be used to project when a site is expected to run out of capacity (i.e. reach a point of exhaustion where it can no longer process the volume of voice and data requested by local wireless devices, thus no longer providing adequate service). Unfortunately capacity exhaustion has already occurred which presents an urgent need to deliver the capacity relief necessary in an effort to provide adequate and reliable coverage to this project area.

- Forward Data Volume ("**FDV**") is a measurement of usage (data throughput) on a particular site over a given period of time.
- Average Schedule Eligible User ("**ASEU**") is a measurement of the loading of the control channels and systems of a given site.
- Average Active Connections ("**AvgAC**") is a measurement of the number of devices actively connected to a site in any given time slot.

Verizon Wireless uses proprietary algorithms developed by a task force of traffic planning engineers to monitor each site in the network and accurately project and identify when sites will approach their capacity limits. Using a rolling two-year window for projected exhaustion dates allows enough time, in most cases, to develop and activate a new site. It is critical that these capacity approaching sectors are identified early and the site development process is started and completed in time for new solutions (sites) to be on air before network issues impact the customers. As mentioned previously, actual utilization for the last year indicates several KPIs have already exceeded 100% utilization creating a more urgent need in this project area.

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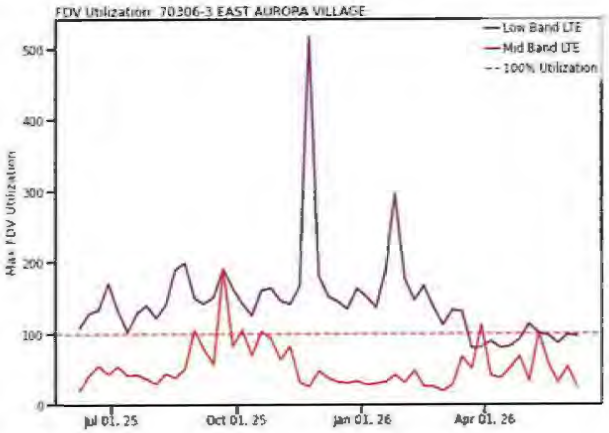
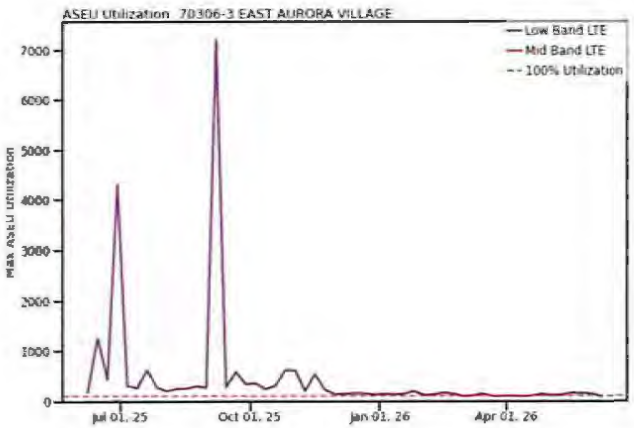
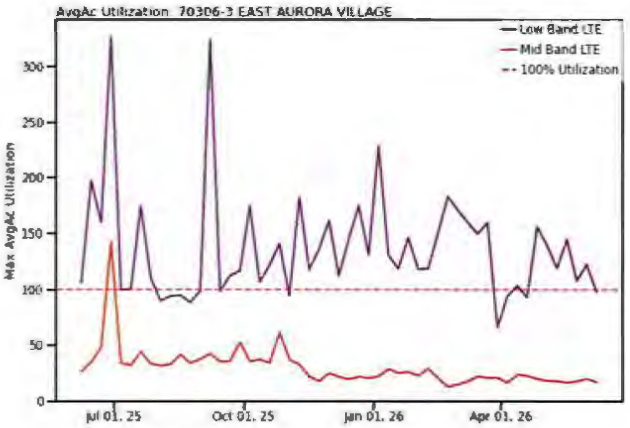
Capacity Utilization (East Aurora Village - Gamma)



FDV (**F**orward **D**ata **V**olume), shown above is a measurement of the customer data usage that this sector currently serves. As this limit is approached, data rates slow to unacceptable levels, potentially causing unreliable service for Verizon Wireless customers.



ASEU (**A**verage **S**chedule **E**ligible **U**ser), shown above is a measurement of the loading of the control channels and systems of a given site. The ASEU load is heavily impacted by distant users or those in poor RF conditions.



AvgAC (**A**verage **A**ctive **C**onnections), shown above is utilization by carrier showing a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection failures and dropped calls.

In each graph above, the purple line represents the daily max busy hour Low Band LTE utilization and the dark red line represents the daily max busy hour "Mid Band" LTE utilization on the **Gamma** sector of the **East Aurora Village** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple and/or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase. Capacity exhaustion can create the same customer experience as a coverage gap.

Ideally, capacity relief should be implemented prior to reaching exhausted conditions. In this case the site/sector shown has already exceeded its capability to support one or more of these capacity KPIs. In order to provide adequate and reliable service to **Nova Park, Oakleeds, Perrysadale, Roycroft** and the surrounding project area, network densification is required.

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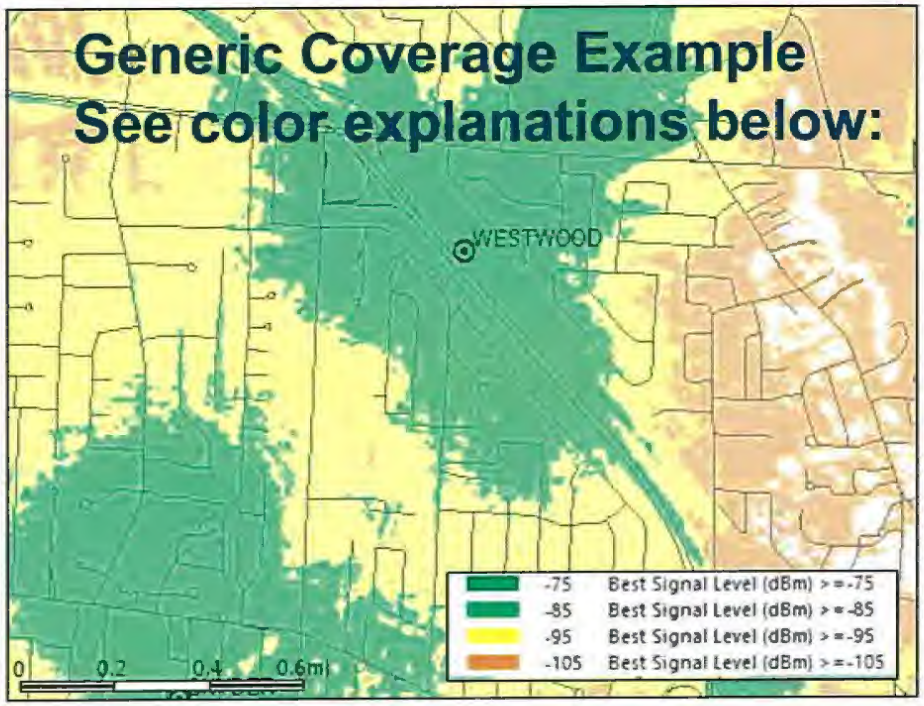
Explanation of Wireless Coverage



- **Dark Green >/= -75dBm RSRP, typically serves dense urban areas as well as areas of substantial construction (colleges, hospitals, dense multi family etc.)
- Green >/= -85dBm RSRP, typically serves suburban single family residential and light commercial buildings
- Yellow >/= -95dBm RSRP, typically serves most rural/suburban-residential and "in car applications".
- Orange >/= -105dBm RSRP, rural highway coverage, subject to variable conditions including fading and seasonality gaps
- White = <-105dBm RSRP, variable to no reliable coverage gap area

More detailed, site-specific coverage slides are later in the presentation

**Signal strength requirements vary as dictated by market and conditions*
*** Not displayed in example map, layer not used in all site justifications*

Coverage is best conveyed via coverage maps. RF engineers use computer simulation tools (in this case Verizon uses Forsk Atoll) which takes into account terrain, vegetation, building types, and other site/network specifics to model the RF environment. This propagation model is used to simulate the real world network and assist RF Engineers to evaluate the impact of a proposed site (along with industry experience and other tools). Network design, performance evaluation and development needs have become far too complex for drive test data and dropped call records which for many years have become antiquated and simply not effective in visually communicating gaps (need) in coverage or capacity capability for 4 and 5G networks.

Upstate NY Verizon Wireless sites provide customers service using several FCC licensed frequencies including 700 and 850MHz. To resolve capacity congestion for these coverage layers higher frequency (and bandwidth) PCS (1900 MHz), AWS (2100 MHz) and C-Band (3700MHz) "Mid Band" carriers are added however due to differences in propagation characteristics, many gaps in coverage and capacity still remain requiring network densification to resolve. In some mountaintop or long distance situations the "Mid Band" (higher frequency) AWS, PCS and C-Band carriers are either not or not fully effective due to excessive distance (path loss). This is because the site is located too far from the user population to provide adequate and reliable service. Although exclusively regulated by the FCC and subject to market adjustment as needed, it is worth noting that all of the propagation slides in this RF Justification are generated using the max power of the LB and MB capabilities.

Signal strength throughout a given site's coverage area is subject to the limitations of the frequencies used. Lower frequencies with narrower bandwidth propagate further distance, and are less attenuated by clutter than higher frequencies with wider bandwidth. Unfortunately due to relatively narrow spectrum available these low bands can become quickly overloaded especially where similar signal strength from "Mid Band" carriers are not available. Similar coverage levels from "Mid Band" carriers are needed to resolve capacity issues (including the ability to make and receive voice calls). In order to provide similar coverage levels using the higher capacity/higher frequencies, a denser network of sites is required (network densification). Modern 4 and 5G networks are designed and intended to combine or use more than one frequency band at a time. This is called carrier aggregation which is not effective when the "Mid Band" signal is too weak or nonexistent. This means that site justification including ACL requirements must be derived from "Mid Band" capabilities. It is critical to understand the relationship between low band capacity and "Mid Band" coverage especially when reviewing the need for new suburban and rural morphology sites.

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Explanation of 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.

Nova Park, Oakleeds, Perrysadale, Roycroft Search Area

To resolve the coverage and capacity deficiencies previously detailed, Verizon Wireless is seeking to add one new cell facility within this area to improve wireless service capacity and coverage. By providing a new dominant signal area and offloading weak and distant traffic from **East Aurora Village** sites with the proposed site, adequate and reliable service will be restored. The new **Nova Park, Oakleeds, Perrysadale, Roycroft** site will provide dominant and dedicated signal to the identified portions of the **Village of East Aurora**. This helps to improve not only the **Nova Park, Oakleeds, Perrysadale and Roycroft** project area but will also result with significant improvements to the above mentioned overloaded sites ultimately improving community wide areas in and around the **Nova Park, Oakleeds, Perrysadale and Roycroft** project area.

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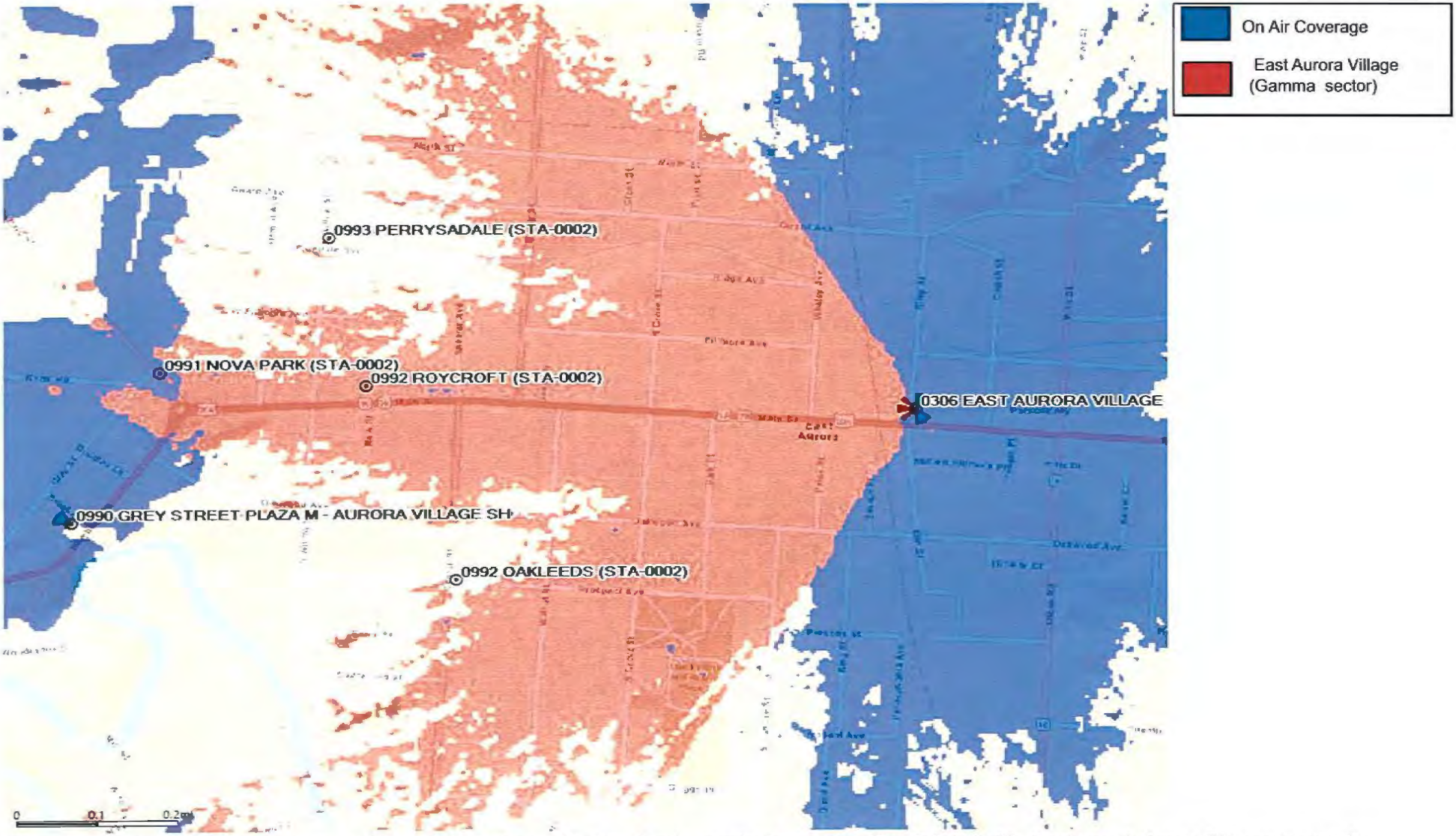
Existing "Mid Band" (AWS/PCS) Best Server -105dBm RSRP

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. Notice the lack of signal or where there is signal, a dominant server throughout the **Nova Park, Oakleeds, Perrysadale, Roycroft** project area.This reveals several sites that are stretching their "Mid Band" coverage capabilities which results with unacceptable coverage and performance.

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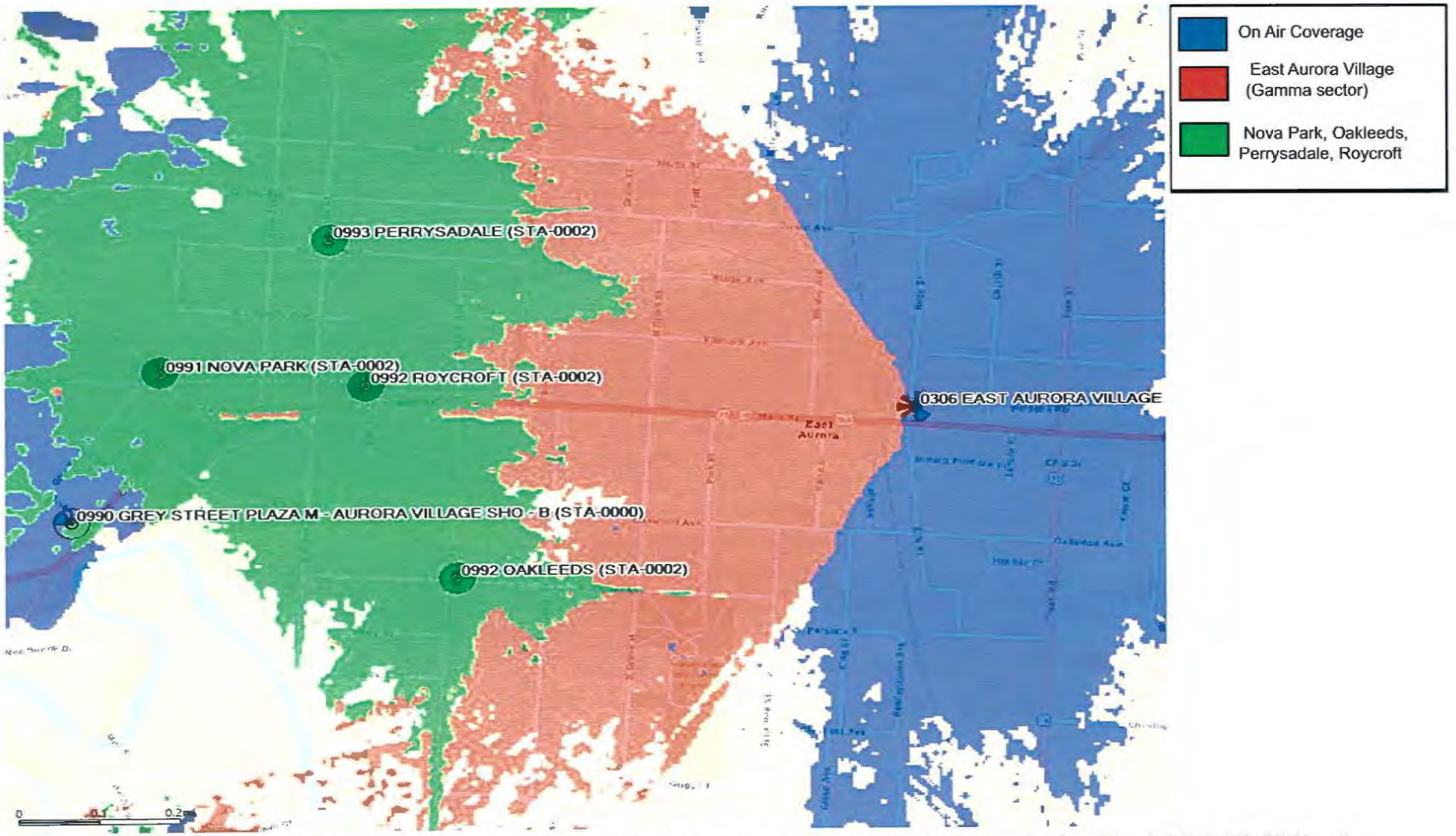
Proposed "Mid Band" (AWS/PCS) Best Server -105dBm RSRP

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 "Mid Band" footprint of the proposed **Nova Park, Oakleeds, Perrysadale, Roycroft** site with a 32.7', 28.2', 29.8' and 33.5' ACL in green. The green best server footprint provides improved coverage and capacity throughout the identified significant gap area. This will improve service to users in the green area as well as help to resolve the coverage and capacity issues impacting the existing overloaded sectors identified in the image above.

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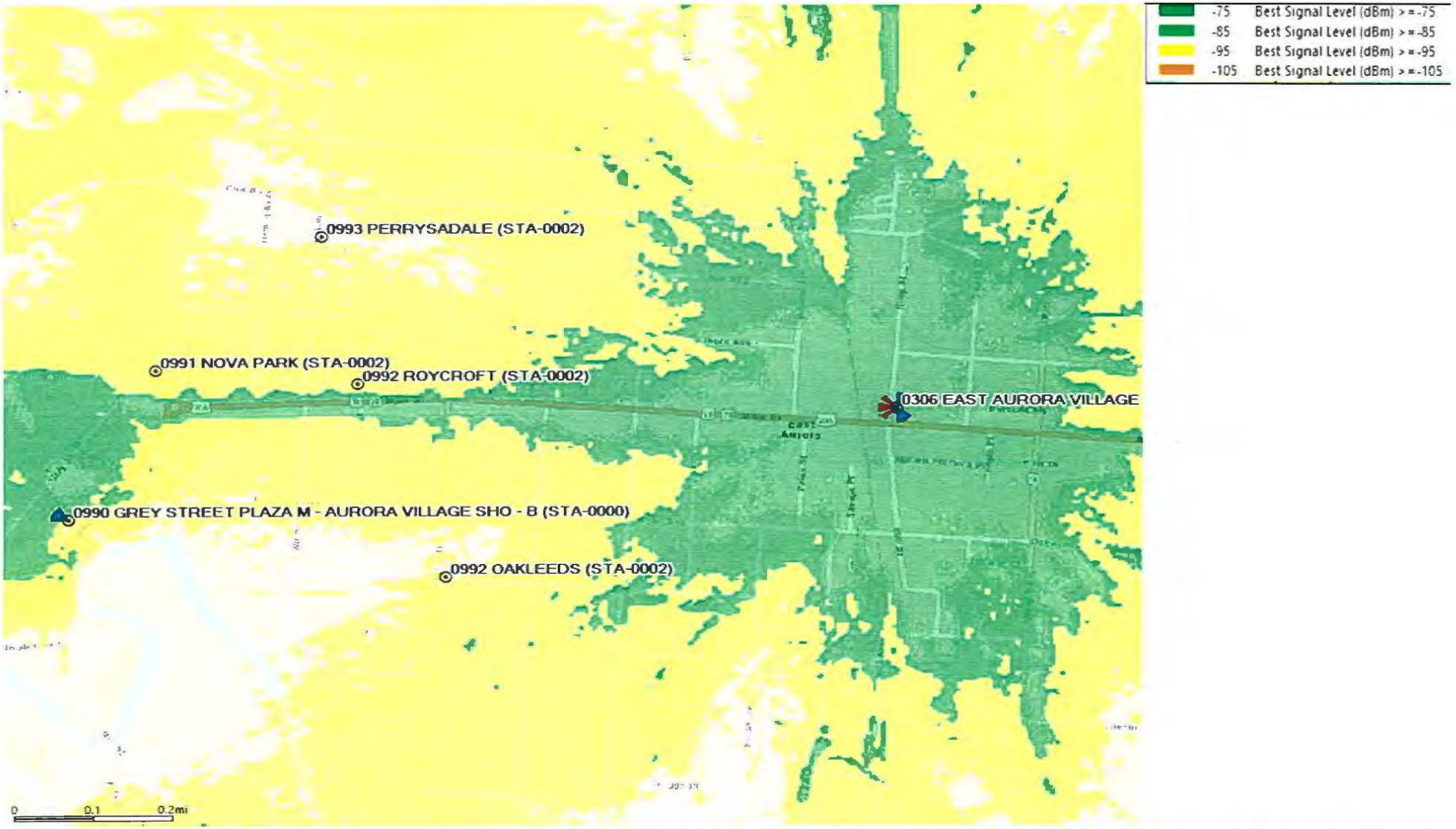
Existing "Mid Band" (AWS/PCS) Coverage (signal strength)

This coverage map shows how weak the RF conditions are in portions of the Village of East Aurora and surrounding area.
Refer to slide 10 for further explanation of these color thresholds



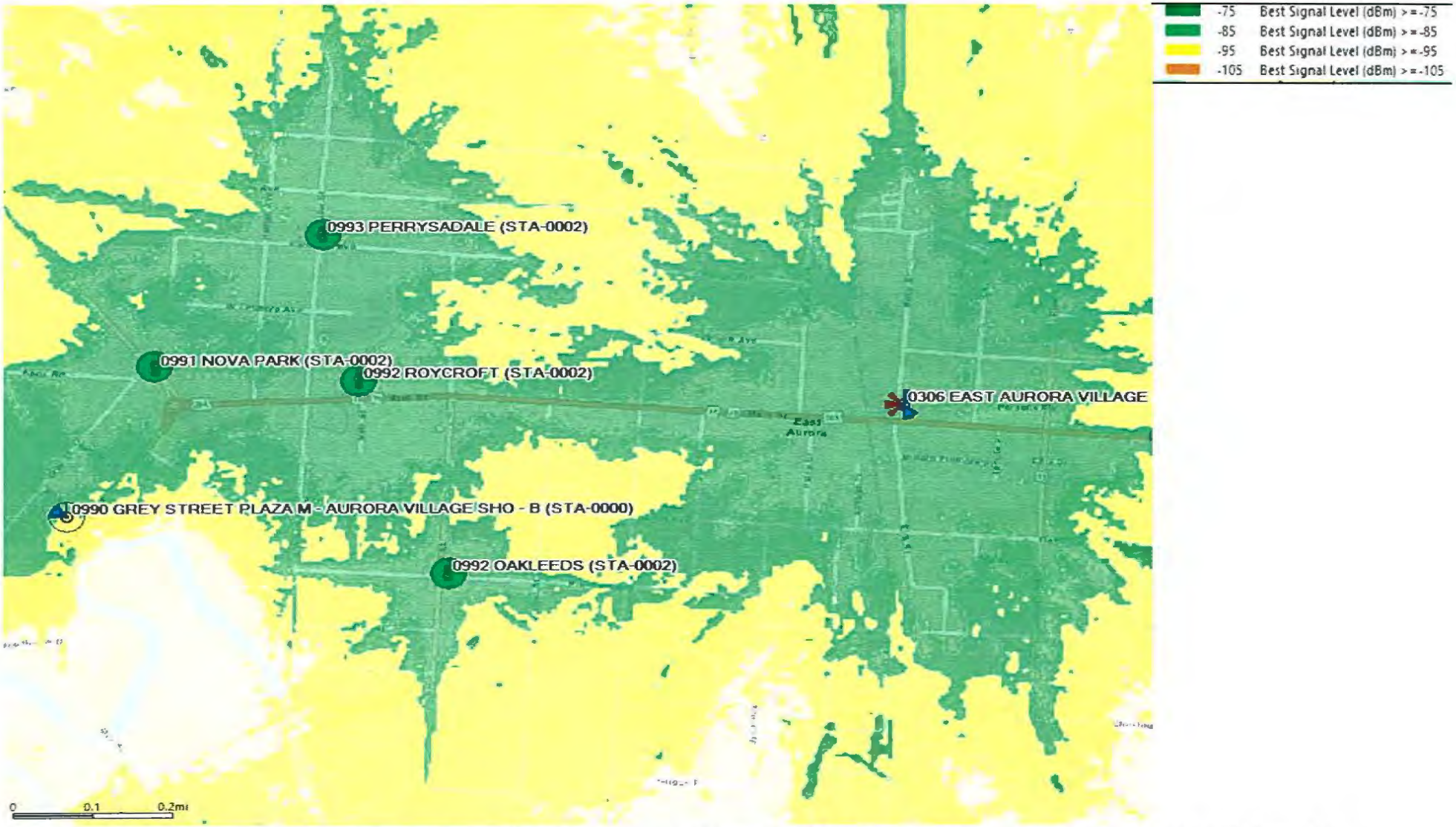
The map above represents "Mid Band" coverage from existing sites. This "Mid Band" signal is very weak to non-existent throughout the project area. Additional "Mid Band" network densification is required to resolve these conditions. Notice the large orange and blank coverage areas near the proposed **Nova Park, Oakleeds, Perrysadale, Roycroft** site that are subject to overloaded low band as well as variable coverage conditions including fading and seasonality gaps.

verizon

*PRO TIP *Compare to p16 to better understand the MB best server footprint*
Compare to p19 to visualize the proposed site MB impact

Proposed "Mid Band" (AWS/PCS) Coverage (signal strength)

This coverage map shows how improved the RF conditions will be in portions of the Village of East Aurora and surrounding area.
Refer to slide 10 for further explanation of these color thresholds

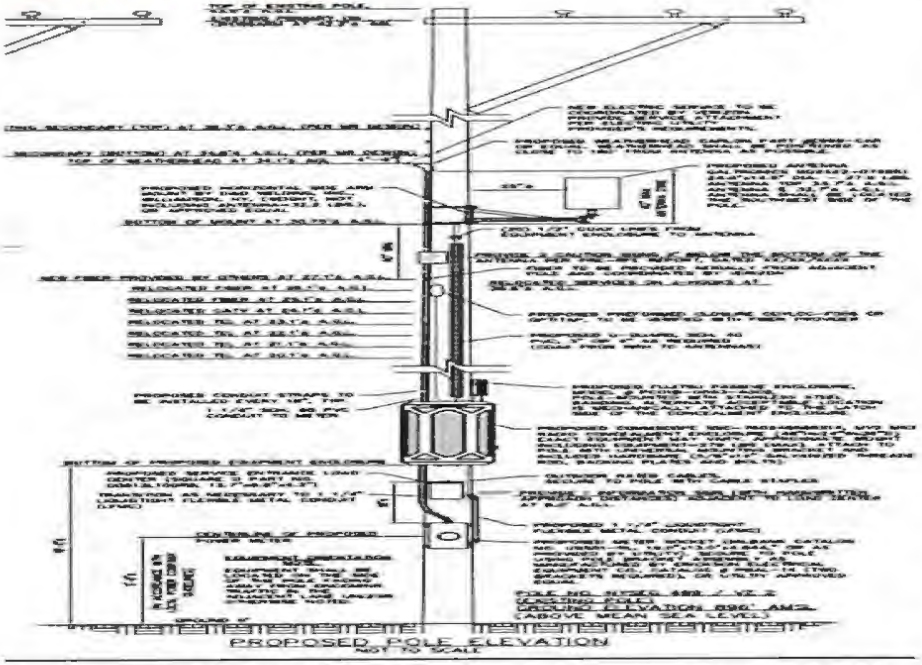


The map above adds "Mid Band" of the **Nova Park, Oakleeds, Perrysadale, Roycroft** sites at 32.7', 28.2', 29.8' and 33.5' ACL to the existing coverage map. The significantly improved signal strength corresponds to improved coverage and capacity throughout the identified significant gap areas. This will help to resolve the coverage and capacity issues impacting portions of the **Village of East Aurora**

verizon

*PRO TIP *Compare to p17 to better understand the MB best server footprint*
Compare to p18 to visualize the proposed site MB impact

RF Justification Summary



The **Nova Park, Oakleeds, Perrysadale, Roycroft** sites with ACLs of 32.7', 28.2', 29.8' and 33.5' 9 will resolve the substantial and significant midband gaps in coverage and capacity impacting the western portion of the **Village of East Aurora.**

The network was analyzed to determine whether there is sufficient **RF coverage and capacity** in the **Village of East Aurora .** It was determined that there are significant gaps in adequate LTE service for Verizon Wireless in the Low and "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 **Village of East Aurora** 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.

Date: June 05, 2026.

Prepared By: Patrick Makubire

Patrick Makubire
Senior Engineer – RF Design
1275 John Street, Suite 100
West Henrietta , NY 14658

verizon

EXHIBIT G

VERIZON WIRELESS

NOVA PARK

30 BUFFALO RD
EAST AURORA, NY

REAL ESTATE SITE SELECTION REPORT
MAY 12, 2026

SITE SELECTION REPORT

Verizon Wireless proposes to install and operate a new wireless telecommunications Small Cell on a replacement utility pole located at 30 BUFFALO RD East Aurora NY. 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 replacement wooden utility pole.

1. The Search Area

The need for a new Verizon Wireless site in the Village of East Aurora 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 Nova Park ("Search Area") is approximately A 800 Ft by 500 Ft area illustrated by the red circle in **Figure 1**, attached hereto.

(a) Geography & Topography

The Nova Park Search Area is characterized as level with very little change in elevation.

(b) Land Use

The Search Area is made up of small businesses with residential homes behind the businesses. During the review of the Search Area, the site acquisition firm attempts to identify properties and structures that are sufficient to support a small cell facility. The structures need to have an obstruction free view to Buffalo Rd. and the surrounding area.

(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 2 - Search Area with Candidate

Figure 3 – Search Area with Candidates and Tax Map

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.

To minimize the visual impact of small cell sites, the Village of East Aurora has ranked preferred locations. The preferred locations are listed below from most preferred to least preferred locations.

(1) Collocation on existing utility poles, monopoles or other wireless telecommunication facility support structures on lands owned or controlled by the Village, not including the public rights-of-way;

(2) Collocation on a site with existing wireless telecommunication facilities or other wireless telecommunication facility structures in the Village;

(3) On other lands owned or controlled by the Village including but not limited to the Village public right-of-way;

(4) On lands owned or controlled by other municipal corporations within the Village, to the extent permitted by such other municipal corporations;

(5) On nonresidential zoned properties;

(6) On residential zoned properties; and

(7) No small wireless facilities shall be permitted in the East Aurora Historic District, unless the applicant demonstrates to the Village Board's satisfaction that the selected site is necessary to provide adequate service and no feasible alternative site exists.

3. The Nova Park Search Area

After a comprehensive investigation of the Search Area, no existing towers were identified and/or suitable for Collocation within or near the limits of the Search Area. There were (5) Utility pole that were within the height requirement. There were (2) Buildings considered in the Search area within the height requirements.

A summary of each of these structures is detailed below and shown on attached **Figure 2.**

(A) Utility Pole NYSEG / VZT

Address- 30 Buffalo Rd. East Aurora NY 14052
Coordinates- 42.768501° -78.629704°
Pole Height- 47.5' antenna Centerline will be 33.6'
AMSL- 896'
This Utility pole is marked NYSEG 499 / VZ 2. This utility pole is the primary candidate for this project. The RF Engineer determined that this location would be best to support the Verizon wireless network. The location of this site is in the Erie County Right of Way.

(B)Utility Pole NG / VZT

Address- adjacent to 31 Knox Rd. East Aurora NY 14052
Coordinates- 42.940267° -78.784221°
Pole Height- 30' antenna Centerline will be 26'
AMSL- 895'
This Utility Pole is marked NYSEG 2A1 VZ 502. This pole meets the NYSEG attachment standards but is ranked lower than from a radio frequency design perspective, as it does not address the coverage objectives as well as the primary candidate.

(C) Utility Pole NG / VZT

Address- 37 Hamburg St. East Aurora NY 14052
Coordinates- 42.767113° -78.629597°
Pole Height- 38.5' antenna Centerline will be 40.9'
AMSL- 894'
This Utility Pole is marked NYSEG 2-1. This pole meets the NYSEG attachment standards but is ranked lower than from a radio frequency design perspective, as it does not address the coverage objectives as well as the primary candidate. Ther are also large trees surrounding the pole. This pole is outside the search area but considered.

(D)Utility Pole NG / VZT

Address- adjacent to 56 Hamburg Rd. East Aurora NY 14052
Coordinates- 42.766717° -78.629951°
Pole Height- 40' antenna Centerline will be 37.5'
AMSL- 894'
This Utility Pole is marked NYSEG 3-101 / VZ 3. This pole meets the National Grid attachment standards but is ranked lower than from a radio frequency design perspective, as it does not address the coverage objectives as well as the primary candidate. This pole is outside the search area but considered a possible site location.

(E)Utility Pole NG / VZT

Address- 56 Hamburg St. East Aurora NY 14052
Coordinates- 42.766646° -78.629696°
Pole Height- 40' antenna Centerline will be 37.5'
AMSL- 894'
This Utility Pole is marked NYSEG 941-1. This pole meets the National Grid attachment standards but is ranked lower than from a radio frequency design perspective, as it does not address the coverage objectives as well as the primary candidate. This pole is outside the search area but considered a possible site location

(F) Building: FACELIFT PROPERTIES LLC

Address- 203 Main St. East Aurora NY 1052
Coordinates- 42.767568° -78.627332°
Building Height- 35'
AMSL- 890'
The owner was contacted and they were interested. This is a newly constructed building. This location did not meet RF coverage objectives as well as the primary candidate.

(L) Building: Benderson Development Company, LLC

Address- 190 Main St. East Aurora
Coordinates- 42.768154° -78.627699°
Building Height: 30'
AMSL- 893'

Verizon Wireless has been negotiating lease terms with Benderson Development Company for a few years without a resolution. The Benderson Development buildings are lower ranking in the zoning hierarchy locations and the utility pole is favored over the buildings.

4. SUMMARY

Based on the foregoing, the number of acceptable locations for a new small cell within the Search Area is limited to the utility poles due to the lack of interest from surrounding building owner. The utility pole chosen by the RF Engineer meets all the requirements needed for a small cell site.

Prepared by:

William Grover

William Grover
Pyramid Network Services, LLC
Consultant to Verizon Wireless

FIGURE 1

Nova Park
Seareh Area

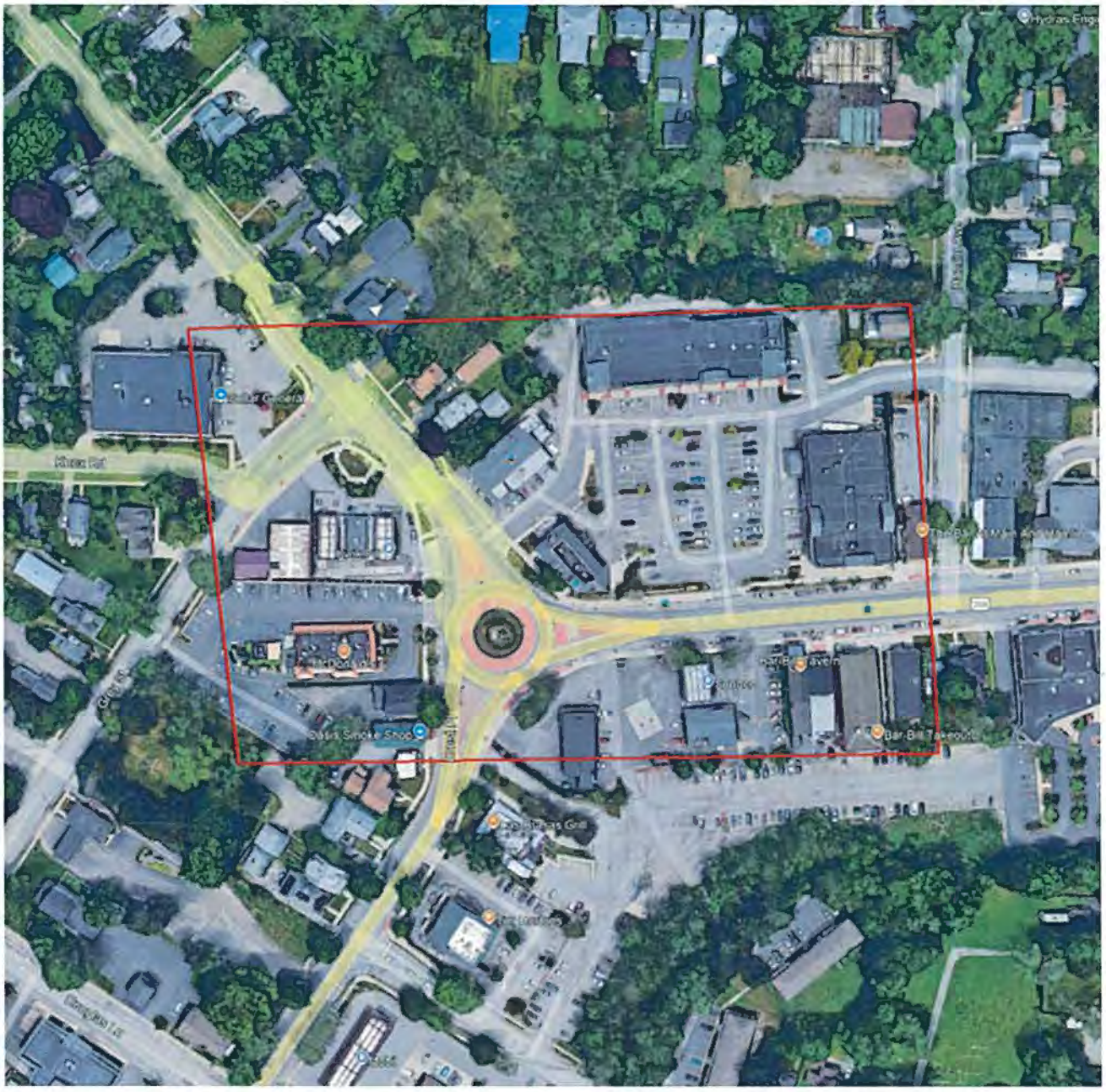


FIGURE 2

Nova Park
Search Area with Candidates

FIGURE 3

Nova Park
Search Area with Candidates / Tax Map

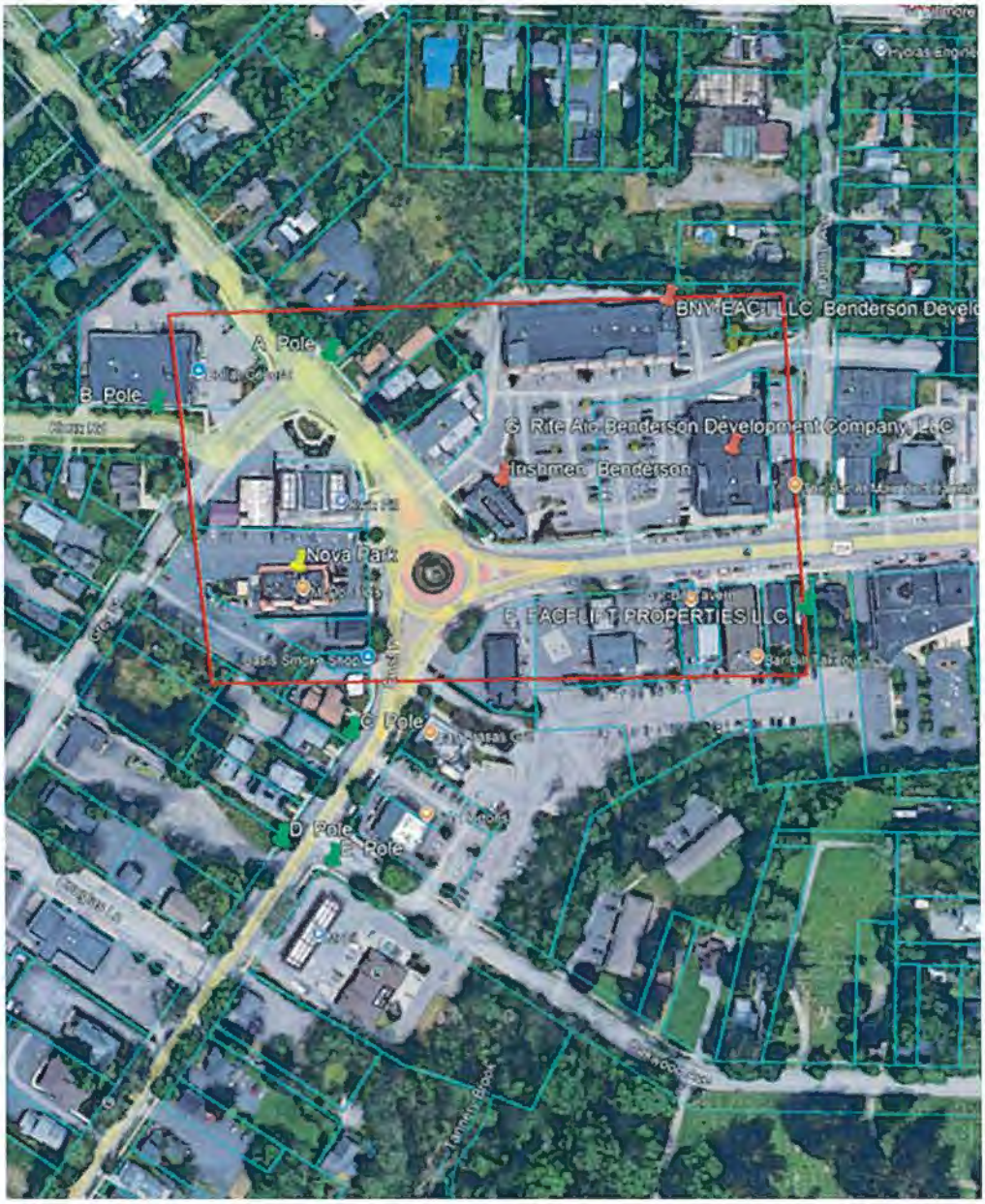


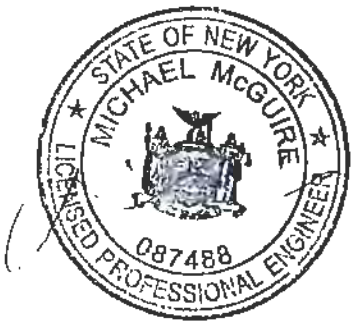
EXHIBIT H

Verizon Wireless
Site Compliance Report

Site Name: Nova Park
Site Address: 30 Buffalo Road
East Aurora, NY 14052
Erie County
Structure Type: Utility Pole (43' AGL)

Report generated on: April 14, 2026
Report by: Benjamin Schnable
Customer Contact: Patrick Makubire

Verizon Wireless will be compliant with the FCC Rules and Regulations in all publicly accessible areas.



sealed 15apr2026 mike@h2dc.com
H2DC PLLC NY CoA#: PB-082933

1787 Sentry Parkway West, VEVA 18 - Suite 100 Blue Bell, PA 19422-2240

Phone# (703)-276-1100

info@sitesafe.com • www.sitesafe.com

Table of Contents

1 Executive Summary

Verizon Wireless has contracted with InfraServices Group Wireless, LLC (Sitesafe), an independent radiofrequency (RF) regulatory and engineering consulting firm, to determine if the proposed telecommunications facility is in compliance with the Federal Communications Commission (FCC) Rules and Regulations for RF emissions (see Appendix A of this report for further explanation of the FCC Rules and Regulations). This document and the conclusions herein are based on the information provided by representatives of Verizon Wireless which is assumed to be true and correct.

Verizon Wireless is proposing to collocate on an existing 43' Utility Pole with (1) multi-band Galtronics GQ2422-07485 antenna at a centerline of 32.7' above ground level. The antenna will be powered by (1) new dual-band remote radio head and (2) new single-band remote radio heads in a locked and secured equipment shroud, the bottom of which will be 10' above ground level. Upon completion of the installation, the following frequency bands will be in service: 1900 MHz PCS LTE, 2100 MHz AWS1/AWS3 LTE, 3500 MHz CBRS LTE, and 3700 MHz C-Band 5G.

The analysis evaluates the telecommunications facility with respect to the General Public maximum permissible exposure (MPE) limits ("General Public" is also referred to as "Uncontrolled Environment"; see Appendix A for further explanation of this classification). Sitesafe has taken into consideration the proposed Verizon Wireless antenna system at the subject location. No other antenna systems are currently proposed.

Based on the analysis, Sitesafe has determined that:

Verizon Wireless will comply in all publicly accessible areas with the FCC Rules and Regulations governing human exposure to RF electromagnetic fields as described in 47 CFR § 1.1307(b) and 1.1310 in accordance with the methods for evaluating compliance contained in OET Bulletin 65. Additionally, Verizon Wireless will implement all required mitigation for its antennas including signage, barriers, restricted access, etc. where applicable to ensure compliance on the utility pole.

Furthermore, with the proposed Verizon Wireless antenna configuration in service, the composite exposure from this facility in all areas at ground level will be below 1% of the General Public MPE limit, or over 100 times less than the maximum allowed exposure in publicly accessible areas.

2 Analysis

In this analysis, Sitesafe has taken into consideration the proposed Verizon Wireless antenna system at the subject location. No other antenna systems are currently proposed. All proposed licensees are listed in the antenna inventory table in Section 3 of this report.

Using this data, software modeling was performed for all transmitting antennas located at the site. Sitesafe has assumed a 100% duty cycle (FDD), 80% duty cycle (TDD) and maximum radiated power. The site has been modeled with these assumptions to determine the maximum potential RF energy density. Sitesafe believes this to be a worst-case analysis based on the best available data.

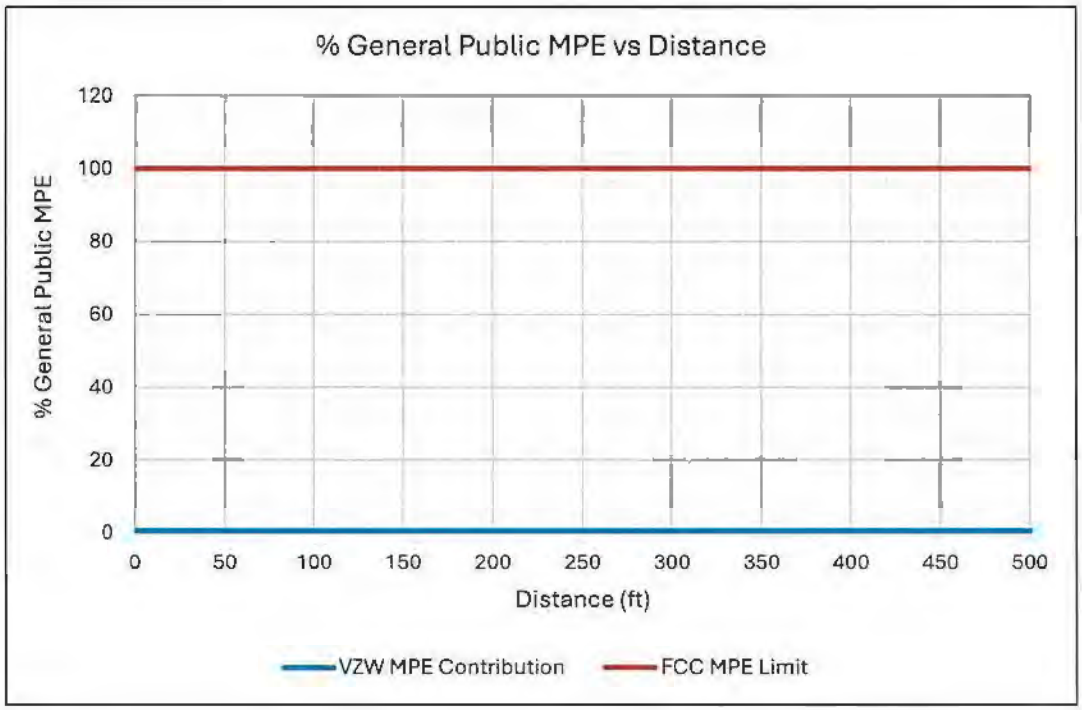
The power density calculations performed by the software tool use FCC prescribed methodologies as contained in OET Bulletin 65, which was compiled by the FCC to provide assistance in evaluating compliance with FCC guidelines for human exposure to electromagnetic fields.

As stated in Section 1, based on this analysis, the calculated ground level exposure from the Verizon Wireless antenna system alone as well as the composite exposure from all proposed licensees will be below 1% of the General Public MPE limit.

Keep in mind that the FCC did not arbitrarily establish their own standards but rather adopted the recommendations of national and international organizations such as the National Council on Radiation Protection and Measurements (NCRP), the American National Standards Institute (ANSI) and the Institute of Electrical and Electronics Engineers (IEEE). These recommendations were developed by expert scientists and engineers following extensive evaluation of the potential biological effects from RF exposure. The FCC MPE limits are based on thresholds for known adverse effects, and they were designed to provide a substantial margin of safety. There is a safety factor of 50 built into the General Public MPE limits, and the predicted Verizon Wireless exposure levels are over 100 times below these very conservative limits.

In cases where such compliance exists, the subject of electromagnetic field safety is preempted by the Telecommunications Act of 1996, which states: "No state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the (Federal Communication) Commission's regulations concerning such emissions."

Lastly, the graph below provides a visual depiction of the rather insignificant electromagnetic field exposure contribution from the Verizon Wireless antenna system at any distance from the base of the structure. This portrays how low the Verizon Wireless contribution is when compared to the General Public MPE limit.



1787 Sentry Parkway West, VEVA 18 - Suite 100 Blue Bell, PA 19422-2240

Phone# (703)-276-1100

info@sitesafe.com • www.sitesafe.com

3 Antenna Inventory

The following antenna inventory contains data provided by the customer and/or gathered by Sitesafe personnel which was used to perform the analysis:

Ant #	Operator	Antenna Make/Model	TX Freq. (MHz)	Tech.	Az. (Deg)	ERP (Watts)	AGL (ft)	MDT	EDT
1	VZW (Proposed)	GALTRONICS GQ2422-07485	1900	LTE	5	529.81	32.7	0	0
1	VZW (Proposed)	GALTRONICS GQ2422-07485	2100	LTE	5	500.17	32.7	0	0
1	VZW (Proposed)	GALTRONICS GQ2422-07485	2100	LTE	5	500.17	32.7	0	0
1	VZW (Proposed)	GALTRONICS GQ2422-07485	3500	CBRS	5	87.5	32.7	0	0
1	VZW (Proposed)	GALTRONICS GQ2422-07485	3700	C-BAND	5	1199.91	32.7	0	0

Notes: Each row with the same number in the *Ant #* column references the same physical antenna. Proposed equipment is tagged as *(Proposed)* under *Operator* or *Antenna Make and Model*. Power values provided by the client and used in the analysis may be greater than what is initially deployed. For additional modeling information, refer to Appendix B of this report.

4 Engineer Certification

The Professional engineer whose seal appears on the cover of this document herby certifies and affirms:

That I, Michael A. McGuire, P.E., am currently and actively licensed to provide (in this state/jurisdiction as indicated within the professional electrical engineering seal on the cover of this document) professional electrical engineering services, as an employee of Hurricane Hill Development Campany, PLLC, a duly autharized/registered engineering firm (in this state, as applicable) on behalf of SiteSafe™; and

That I am thoroughly familiar with the Rules and Regulations of the Federal Communications Commissian (FCC) as well as the regulatians of the Occupational Safety and Health Administration (OSHA), both in general and specially as they apply to the FCC Guidelines for Human Exposure to Radio Frequency Electramagnetic Fields; and

That I have thoroughly reviewed this Site Compliance Report and believe it to be true and accurate to the best of my knowledge as assembled by and attested to by Benjamin Schnable.

April 14, 2026

Appendix A – Technical Framework: FCC Rules and Regulations

In 1996, the FCC adopted regulations for evaluating of the effects of RF emissions in 47 CFR § 1.1307(b) and 1.1310. The guideline from the FCC Office of Engineering and Technology is Bulletin 65 (OET Bulletin 65), *Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields*, Edition 97-01, published August 1997. Since 1996, the FCC periodically reviews these rules and regulations as per its congressional mandate. The FCC has reviewed these rules and regulations beginning in 2019 and have finalized their review in May 2021 with the US Court of Appeals.

FCC regulations define two separate tiers of exposure limits: Occupational ar "Controlled Environment" and General Public or "Uncontrolled Environment". The General Public limits are generally five times more conservative or restrictive than the Occupational limits.

General Public or Uncontrolled limits apply to *accessible* areas where workers or the general public may be exposed to RF electromagnetic fields.

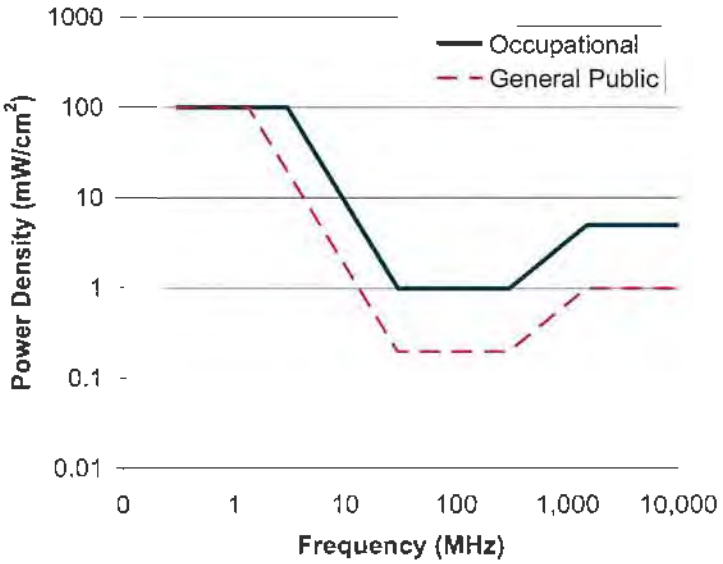
Occupational or Controlled limits apply in situations in which persons are exposed as a consequence of their employment and where those persons exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. An area is considered a Controlled environment when access is limited to these aware personnel. Typical criteria are restricted access (e.g. locked or alarmed doors, barriers, etc.) to the areas where antennas are located caupled with proper RF warning signage.

A site with Controlled environments is evaluated with Occupational limits. All ather areas are considered Uncontrolled environments. If a site has no access controls or no RF warning signage, it is evaluated with General Public limits.

The theoretical modeling of the RF electromagnetic fields has been performed in accordance with OET Bulletin 65. The MPE limits utilized in this analysis are outlined in the following diagram and table:

FCC Limits for Maximum Permissible Exposure (MPE)

Plane-wave Equivalent Power Density



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Limits for Occupational/Controlled Exposure (MPE)				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm^2)	Averaging Time $\|E\|^2$, $\|H\|^2$ or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	($900/f^2$)*	6
30-300	61.4	0.163	1.0	6
300-1500	--	--	f/300	6
1500-100,000	--	--	5	6

Limits for General Population/Uncontrolled Exposure (MPE)				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm^2)	Averaging Time $\|E\|^2$, $\|H\|^2$ or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	($180/f^2$)*	30
30-300	27.5	0.073	0.2	30
300-1500	--	--	f/1500	30
1500-100,000	--	--	1.0	30

f = frequency in MHz *Plane-wave equivalent power density

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Appendix B – Definitions

Compliance – The determination of whether a site complies with FCC standards with regards to Human Exposure to Radio Frequency Electromagnetic Fields from transmitting antennas.

Decibel (dB) – A unit for measuring power or strength of a signal.

Duty Cycle – The percent of pulse duration to the pulse period of a periodic pulse train. Also, may be a measure of the temporal transmission characteristic of an intermittently transmitting RF source. A duty cycle of 100% corresponds to continuous operation.

Effective (or Equivalent) Isotropic Radiated Power (EIRP) – The product of the power supplied to the antenna and the antenna gain in a given direction relative to an isotropic antenna.

Effective Radiated Power (ERP) – The product of the power supplied to the antenna and the antenna gain in a given direction relative to a half-wave dipole antenna.

Gain (of an antenna) – The ratio, usually expressed in decibels, of the power required at the input of a loss-free reference antenna to the power supplied to the input of the given antenna to produce, in a given direction, the same field strength or the same power density at the same distance. When not specified otherwise, the gain refers to the direction of maximum radiation. Gain may be considered for a specified polarization. Gain may be referenced to an isotropic antenna (dBi) or a half-wave dipole (dBd) antenna.

Generic Antenna – For the purposes of this report, the use of "Generic" as an antenna model means the antenna information was not provided. In the event of unknown information, Sitesafe will use its industry specific knowledge of antenna models to select a worst-case scenario antenna to model the site.

Maximum Permissible Exposure (MPE) – The rms and peak electric and magnetic field strength, their squares, or the plane-wave equivalent power densities associated with these fields to which a person may be exposed without harmful effect and with acceptable safety factor.

OET Bulletin 65 – Technical guideline developed by the FCC's Office of Engineering and Technology to determine the impact of RF exposure on humans. The guideline was published in August 1997.

Radio Frequency Exposure or Electromagnetic Fields – Electromagnetic waves that are propagated from antennas through space.

Appendix C – Statement of Limiting Conditions

Sitesofe will not be responsible for motters of a legal nature that offect the site or property.

Due to the complexity of some wireless sites, Sitesofe performed this onolysis and created this report utilizing best industry practices and due diligence. Sitesofe cannot be held accountable or responsible for anomalies or discrepancies due to octual site conditions or informatian or dato supplied by Verizon Wireless, the site monager, or their affiliates, subcontractors or assigns.

Sitesafe obtained information used in this Site Complionce Report from sources that Sitesafe considers reliable and believes them to be true and correct. Sitesafe does not assume any responsibility for the occurocy of such items thot were furnished by other parties. When conflicts in informotion occur between dato provided by o second party and physical dota collected by Sitesafe, the physical dota will be used.

Appendix D – Additional Resources

Additional RF information is available at the following sites:
https://www.fcc.gov/general/radio-frequency-safety-0
https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety

EXHIBIT I

NOVA PARK
EXISTING CONDITION LOOKING NORTH

NOVA PARK
PHOTO SIM LOOKING NORTH

EXHIBIT J

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:

Nova Park Micro

Project Location (describe, and attach a location map):

30 Buffalo Road, East Aurora, Erie County, New York

Brief Description of Proposed Action:

The project consists of the installation of wireless telecommunications equipment on an existing 50-foot-tall utility pole located within a grassed area of the public right-of-way along Buffalo Road, adjacent to address 30. Proposed equipment includes a telecommunications enclosure, antenna, electric meter, load center, and all associated cabling and conduit. The telecommunications enclosure will be mounted at an approximate height of 10 feet above finished grade. The antenna will be installed on the southwest side of the pole, with a centerline elevation of approximately 32.7 feet above ground level.

Name of Applicant or Sponsor:	Telephone: 585-321-5358
Bell Atlantic Mobile Systems of Allentown, Inc - d/b/a Verizon Wireless	E-Mail: Mark.Coon@VerizonWireless.com

Address:

1275 John Street, Suite 100

City/PO:	State:	Zip Code:
West Henrietta	NY	14586

	NO	YES
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.	☑	☐
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: Erie County (GML §239-m Referral)	☐	☑

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. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:		
The proposed telecommunications equipment complies with applicable NYS Energy Code requirements for utility infrastructure.	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____		
Not applicable for unmanned telecommunications equipment.	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____		
Not applicable for unmanned telecommunications equipment.	☑	☐

	NO	YES
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?	☐	☑
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?	☑	☐

	NO	YES
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?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
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:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
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?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
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:		
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:		
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:		
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:		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Bell Atlantic Mobile Systems of Allentown, Inc - d/b/a Verizon Wireless Date: 4/29/2026

Signature: Tim Title: Civil Engineer PE

PRINT FORM

ERDMAN ANTHONY

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

TITLE:

PROJECT LOCATION MAP

Nova Park Micro

Prepared For: Verizon Wireless

DRAWING BY:	DATE:	PROJECT:
NA	April, 2026	1949C.20

SCALE: NTS

REFERENCE:

FIGURE I

EAF Mapper Summary Report

Friday, April 3, 2026 10:33 AM

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
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

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)					
1.	Would the project be visible from:	0- ¼	¼- ½	½- 3	3- 5	5+	NA
	! *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?*	☐	☐	☐	☐	☐	☑
	! *An overlook or parcel of land dedicated to public observation, enjoyment and appreciation of natural or man-made scenic qualities?*	☐	☐	☐	☐	☐	☑
	! *A site or structure listed on the National or State Registers of Historic Places?*	☐	☐	☐	☐	☐	☑
	! *State Parks?*	☐	☐	☐	☐	☐	☑
	! *The State Forest Preserve?*	☐	☐	☐	☐	☐	☑
	! *National Wildlife Refuges and State Game Refuges?*	☐	☐	☐	☐	☐	☑
	! *National Natural Landmarks and other outstanding natural features?*	☐	☐	☐	☐	☐	☑
	! *National Park Service lands?*	☐	☐	☐	☐	☐	☑
	! *Rivers designated as National or State Wild, Scenic or Recreational?*	☐	☐	☐	☐	☐	☑
	! *Any transportation corridor of high exposure, such as part of the Interstate System, or Amtrak?*	☐	☐	☐	☐	☐	☑
	! *A governmentally established or designated interstate or inter-county foot trail, or one formally proposed for establishment or designation?*	☐	☐	☐	☐	☐	☑
	! *A site, area, lake, reservoir or highway designated as scenic?*	☐	☐	☐	☐	☐	☑
	! *Municipal park, or designated open space?*	☐	☐	☐	☐	☐	☑
	! *County road?*	☑	☐	☐	☐	☐	☐
	! *State road?*	☑	☐	☐	☐	☐	☐
	! *Local road?*	☑	☐	☐	☐	☐	☐

2. *Is the visibility of the project seasonal? (i.e., screened by summer foliage, but visible during other seasons)*

☐ *Yes* ☑ *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?*

☑ *Yes* ☐ *No*

DESCRIPTION OF EXISTING VISUAL ENVIRONMENT

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

	Within *¼ mile	*1 mile
Essentially undeveloped	☐	☑
Forested	☐	☑
Agricultural	☐	☑
Suburban Residential	☑	☐
Industrial	☐	☐
Commerical	☑	☐
Urban	☐	☐
River, Lake, Pond	☐	☑
Cliffs, Overlooks	☐	☐
Designated Open Space	☐	☐
Flat	☐	☑
Hilly	☐	☐
Mountainous	☐	☐
Other	☐	☐

***NOTE:** add attachments as needed*

5. Are there visually similar projects within:

½ 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 75k *?*

***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	◉	○	○	○
Involved in recreational activities	○	◉	○	○
Routine travel by residents	◉	○	○	○
At a residence	◉	○	○	○
At worksite	○	◉	○	○
Other _____	○	○	○	◉

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 K

verizon

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

June 22, 2026

Village Board and Planning Board
Village of East Aurora
505 Oakwood Avenue
East Aurora, NY 14052
Attn: Elizabeth Cassidy

RE: Compliance with Laws
Application for a small wireless facility permit from the Village Board by Bell Atlantic Mobile Systems LLC d/b/a Verizon, to co-locate and operate a "micro cell" wireless telecommunications facility on the roof of the building located at 268 Main Street (US Route 20A, NYS Routes 16 and 78), Village of East Aurora, Erie County, New York (Verizon's "Roycroft Micro" site).

Application for a small wireless facility permit from the Village Board by Bell Atlantic Mobile Systems LLC d/b/a Verizon, to co-locate and operate a "micro cell" wireless telecommunications facility on an existing utility pole located in front of 30 Buffalo Road (County Route 572, NYS Route 16), Village of East Aurora, Erie County, New York (Verizon's "Nova Park Micro" site).

Application for a small wireless facility permit from the Village Board by Bell Atlantic Mobile Systems LLC d/b/a Verizon, to co-locate and operate a "micro cell" wireless telecommunications facility on an existing utility pole located in front of 340 Prospect Avenue (County Route 33), Village of East Aurora, Erie County, New York (Verizon's "Oakleeds Micro" site).

Application for a small wireless facility permit from the Village Board by Bell Atlantic Mobile Systems LLC d/b/a Verizon, to co-locate and operate a "micro cell" wireless telecommunications facility on a replacement utility pole located in front of 114 North Willow Street, Village of East Aurora, Erie County, New York (Verizon's "Perrysadale Micro" site).

Dear Ms. Cassidy and Members of the Village Board:

Verizon Wireless' proposed micro cell wireless telecommunications facility will be maintained in a safe manner and in compliance with all legally imposed conditions of the

Town approval, without exception, unless specifically granted relief in writing, as well as applicable and permissible local codes, ordinances and regulations, including any and all applicable Town, State and Federal Laws, rules and regulations.

Verizon Wireless' construction of the Project is legally permissible and Verizon Wireless is authorized to do business in the State of New York. Further, Verizon Wireless is licensed by the FCC to provide wireless telecommunications service in the Village of East Aurora.

This statement is made as required by § 270-5(G)(1) and (2) of the Village of East Aurora Telecommunications Law.

Please feel free to contact me at (607) 346-7212 if you have any questions.

Sincerely,

Richard Zajac

EXHIBIT L

verizon

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

June 22, 2026

Village Board and Planning Board
Village of East Aurora
505 Oakwood Avenue
East Aurora, NY 14052
Attn: Elizabeth Cassidy

RE: Equipment Removal
Application for a small wireless facility permit from the Village Board by Bell Atlantic Mobile Systems LLC d/b/a Verizon, to co-locate and operate a "micro cell" wireless telecommunications facility on the roof of the building located at 268 Main Street (US Route 20A, NYS Routes 16 and 78), Village of East Aurora, Erie County, New York (Verizon's "Roycroft Micro" site).

Application for a small wireless facility permit from the Village Board by Bell Atlantic Mobile Systems LLC d/b/a Verizon, to co-locate and operate a "micro cell" wireless telecommunications facility on an existing utility pole located in front of 30 Buffalo Road (County Route 572, NYS Route 16), Village of East Aurora, Erie County, New York (Verizon's "Nova Park Micro" site).

Application for a small wireless facility permit from the Village Board by Bell Atlantic Mobile Systems LLC d/b/a Verizon, to co-locate and operate a "micro cell" wireless telecommunications facility on an existing utility pole located in front of 340 Prospect Avenue (County Route 33), Village of East Aurora, Erie County, New York (Verizon's "Oakleeds Micro" site).

Application for a small wireless facility permit from the Village Board by Bell Atlantic Mobile Systems LLC d/b/a Verizon, to co-locate and operate a "micro cell" wireless telecommunications facility on a replacement utility pole located in front of 114 North Willow Street, Village of East Aurora, Erie County, New York (Verizon's "Perrysadale Micro" site).

Dear Ms. Cassidy and Members of the Village Board:

Bell Atlantic Mobile Systems LLC d/b/a Verizon ("**Verizon**") agrees to remove the proposed wireless telecommunication facility and related improvements installed as part of the above-referenced project within ninety (90) days 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 you have any questions, please feel free to contact me at (607) 346-7212.

Sincerely,

Richard Zajac

EXHIBIT M

ULS License

AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz) License - WQVN928 - Cellco Partnership

Call Sign	WQVN928	Radio Service	AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 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	BEA008 - Buffalo-Niagara Falls, NY-PA	Channel Block	J
Submarket	0	Associated Frequencies (MHz)	001770.00000000-001780.00000000 002170.00000000-002180.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	04/08/2015	Expiration	04/08/2027
Effective	07/13/2017	Cancellation	

Buildout Deadlines

1st	04/08/2021	2nd	04/08/2027

Discontinuance Dates

1st		2nd	

Notification Dates

1st	03/10/2021	2nd	03/10/2021

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	

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGA791 - Cellco Partnership

Call Sign	WQGA791	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	CMA025 - Buffalo, NY	Channel Block	A
Submarket	0	Associated Frequencies (MHz)	001710.00000000-001720.00000000 002110.00000000-002120.00000000
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 08/27/2021

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022

P:(770)797-1070
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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
If the answer to the above question is 'Yes', has the applicant received a ruling(s) under Section 310(b)(4) of the Communications Act with respect to the same radio service involved in this application?	Yes

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

Cellular License - KNKA203 - Bell Atlantic Mobile Systems LLC

Call Sign	KNKA203	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA025 - Buffalo, NY	Channel Block	B
Submarket	0	Phase	2

Dates

Grant	08/27/2024	Expiration	10/01/2034
Effective	08/27/2024	Cancellation	

Five Year Buildout Date

08/03/1998

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

2 500 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

Gender

ULS License

PCS Broadband License - KNLH447 - Cellco Partnership

This license has pending applications: 0007966578

Call Sign	KNLH447	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	BTA060 - Buffalo-Niagara Falls, NY	Channel Block	D
Submarket	0	Associated Frequencies (MHz)	001865.00000000-001870.00000000 001945.00000000-001950.00000000

Dates

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

Buildout Deadlines

1st	06/27/2002	2nd	

Notification Dates

1st	05/14/2002	2nd	

Licensee

FRN	0003290673	Type	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

ULS License

PCS Broadband License - WQJU897 - Rural Cellular Corporation

Call Sign	WQJU897	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	MTA035 - Buffalo-Rochester	Channel Block	B
Submarket	6	Associated Frequencies (MHz)	001870.00000000-001885.00000000 001950.00000000-001965.00000000

3.7 GHz License Type	3.7 GHz Linked License

Dates

Grant	06/19/2025	Expiration	06/23/2035
Effective	06/19/2025	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

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

FORN Operation Begin Date	FORN Deadline Date	FORN Filed Date

[redacted]

FRN	0003715919	Type	Corporation

Licensee

Rural Cellular Corporation
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022
ATTN Licensing Manager

P:(770)797-1070
F:(770)797-1036
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
F:(770)797-1036
E:LicensingCompliance@VerizonWireless.com

[redacted]

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.

[redacted]

Race

Ethnicity

Sex

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

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 N

March 10, 2026

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

SUBJECT: Nova Park Micro
30 Buffalo Rd., East Aurora, NY 14052
Utility Pole: NYSEG 499 / VZ 2

Dear Mr. Coon:

Erdman Anthony has completed a structural analysis of the above referenced 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 March 5, 2026.

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 8.00) was used to perform the analysis.

Pole Data
Height: 50 ft.
Class: 2
Setting Depth: 7.00 ft.
Load Case: NESC 2023 – 250B, Grade C, Heavy (0.5" ice and 4 psf wind load)
NESC 2023 – 250C, Grade C, Extreme (90 MPH wind)

Assumptions and Limitations:

1. The subject utility pole is installed plumb and free of unreasonable 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)
(E) Primary Power	AAC 19 Strand Tulip (3 ea.)	42.2'
(E) Crossarm	6' Double Alley Arm	42.2'
(E) Open Wire Secondary	ACSR 4/0 AWG 6/1 Penguin (3 ea.)	34.6' rack bottom
(N) Antenna	24.0" x 14.5" diam., 27.0 LBS	32.7' antenna centerline
(N) Fiber	0.41" diam.	27.1'
(R) Fiber Service	0.41" diam.	26.6'
(R) Fiber	0.52" diam.	26.1'
(R) Fiber	0.66" diam.	25.1'
(R) CATV	1.07" diam.	24.1'
(R) Telco	2.00" diam.	23.1'
(R) Telco	1.50" diam.	22.1'
(R) Telco	1.25" diam.	21.1'
(R) Telco	2.50" diam.	20.1'
(N) Fujitsu Enclosure	12" x 8.5"x 4.2", 2.9 LBS	15.0' centerline
(N) Equipment Enclosure	48" x 24"x 26", 279 LBS	12.0' enclosure centerline
(N) Load Center	12.7" x 8.8" x 4.3", 8 LBS	7.3' panel centerline
(N) Meter Socket	19.5" x 10.25" x 5.63", 10 LBS	5.5' meter centerline

(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 new 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 aerial utilities/conductors and 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

ERDMAN ANTHONY

EXHIBIT O

SHEET INDEX

PROJECT SUMMARY

SITE NAME:	NOVA PARK MICRO
PROJECT ID:	17567474
MDG #:	5000987828
LATITUDE: LONGITUDE:	42.768471° (N) 78.629670° (W)
GROUND ELEVATION:	896'±
STRUCTURE TYPE:	EXISTING 50' UTILITY POLE, 43.0'± A.G.L.
SITE LOCATION:	30 BUFFALO RD. (COUNTY RTE. 572 & NYS RTE. 16) EAST AURORA, NY POLE LOCATED IN BUFFALO RD. ROW
JURISDICTION:	VILLAGE OF EAST AURORA
ZONING DISTRICT:	GR - GENERAL RESIDENTIAL
PUBLIC RIGHT-OF-WAY JURISDICTION:	ERIE COUNTY
COUNTY:	ERIE
POLE OWNER:	AVANGRID / NYSEG
APPLICANT:	BELL ATLANTIC MOBILE SYSTEMS LLC d/b/a/ VERIZON WIRELESS 1275 JOHN ST., STE. 100 WEST HENRIETTA, NY 14586
ELECTRIC SERVICE WORK REQUEST NO:	XX
MAKE READY SUMMARY:	OVERHEAD UTILITIES TO BE TRANSFERRED/RELOCATED TO THE NEW POLE INCLUDE BOTH POWER AND COMMUNICATION ZONE CONDUCTORS. THERE IS NO STREET LIGHT. SEE SHEET C-4.

SCOPE OF WORK:

1. INSTALL ANTENNA, MODEL GALTRONICS GQ2422-07485.
2. INSTALL ¾" COAX, 20 LINES.
3. INSTALL COMMSCOPE MV2 ENCLOSURE.
4. INSTALL SAMSUNG RRH, MODEL RF 4439d-25A (WITHIN MV2 ENCLOSURE).
5. INSTALL SAMSUNG RRH, MODEL RT 8808-77A (WITHIN MV2 ENCLOSURE).
6. INSTALL SAMSUNG RRH, MODEL RT 4423-48A (WITHIN MV2 ENCLOSURE).
7. INSTALL DELTA 2kW POWER MODULE (WITHIN MV2 ENCLOSURE).
8. INSTALL FUJITSU PASSIVE ENCLOSURE, MODEL PC01B-0093-A002.
9. INTALL LOAD CENTER, METER, AND COYLCC-F005 OR OPTITAP.
10. INSTALL GROUNDING SYSTEM.
11. REPLACE IN KIND GROUND DISTURBANCES ASSOCIATED WITH OLD POLE REMOVAL, GROUNDING SYSTEMS INSTALLATION, AND GENERAL CONSTRUCTION ACTIVITIES.

verizon

SITE NAME: NOVA PARK MICRO
PROJECT ID: 17567474
MDG #: 5000987828
POLE NO: NYSEG 499 / VZ 2
(EXISTING POLE)

EXISTING POLE PHOTO

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

verizon

PLANS PREPARED BY

ERDMAN ANTHONY
145 Culver Road Suite 200
Rochester, NY 14620-1678
Telephone 585 427 8868
Facsimile 585 427 8914
www.erdmananthony.com

STATE OF NEW YORK
MARTIN D. WILLIAMS
080399
LICENSED PROFESSIONAL ENGINEER

3/5/26

SUBMITTALS

#	ISSUED FOR	DATE
1	APPROVAL	3/5/26

PROJECT NAME
NOVA PARK MICRO
CONSTRUCTION DRAWINGS
30 BUFFALO RD.
EAST AURORA, NY

SHEET TITLE
TITLE SHEET

DATE:	3/5/26
PROJECT #:	1949C.20
DRAWN BY:	DAK
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.

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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 T1 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 CALVANIZED 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

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PLANS PREPARED BY

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STATE OF NEW YORK — MARTIN D. WILSON — 090309 — LICENSED PROFESSIONAL ENGINEER

3/5/26

SUBMITTALS

#	ISSUED FOR	DATE
1	APPROVAL	3/5/26

PROJECT NAME

NOVA PARK MICRO
CONSTRUCTION DRAWINGS
30 BUFFALO RD.
EAST AURORA, NY

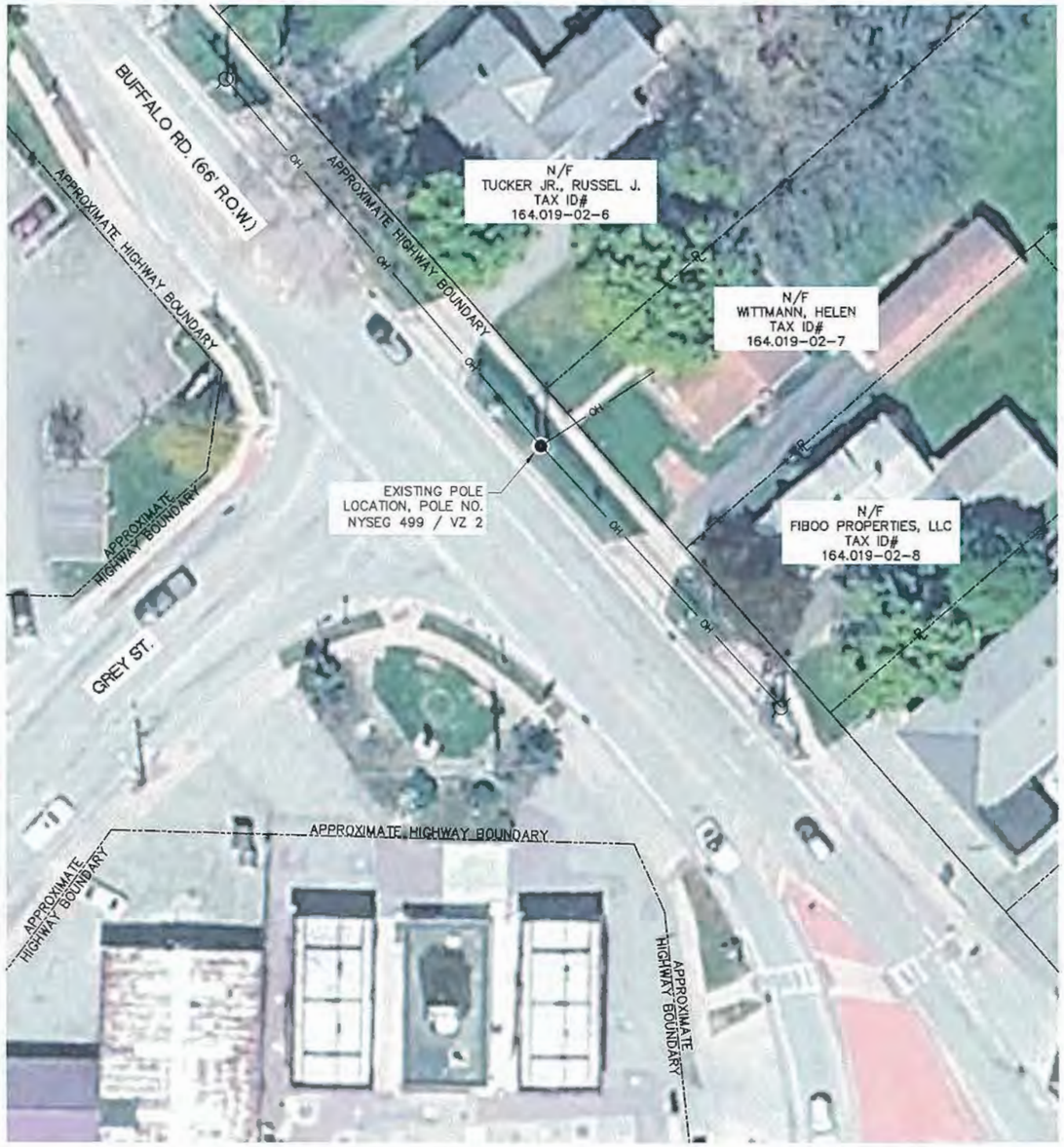
SHEET TITLE

NOTES

DATE:	3/5/26
PROJECT #:	1940C.20
DRAWN BY:	DAK
CHECKED BY:	MDW
SCALE:	NONE

SHEET NUMBER

C-2



SCALE
0' 20' 40'

SITE PLAN
SCALE: 1"=40' (11" x 17")
SCALE: 1"=20' (22" X 34")

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.

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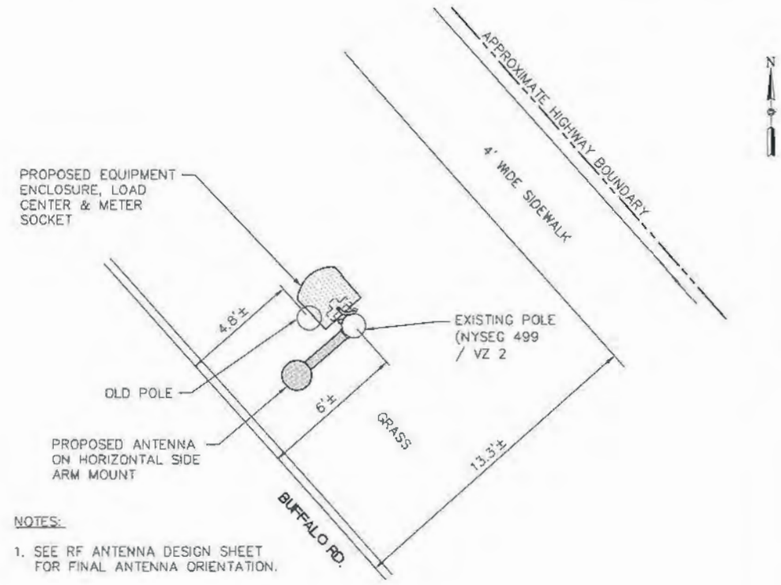
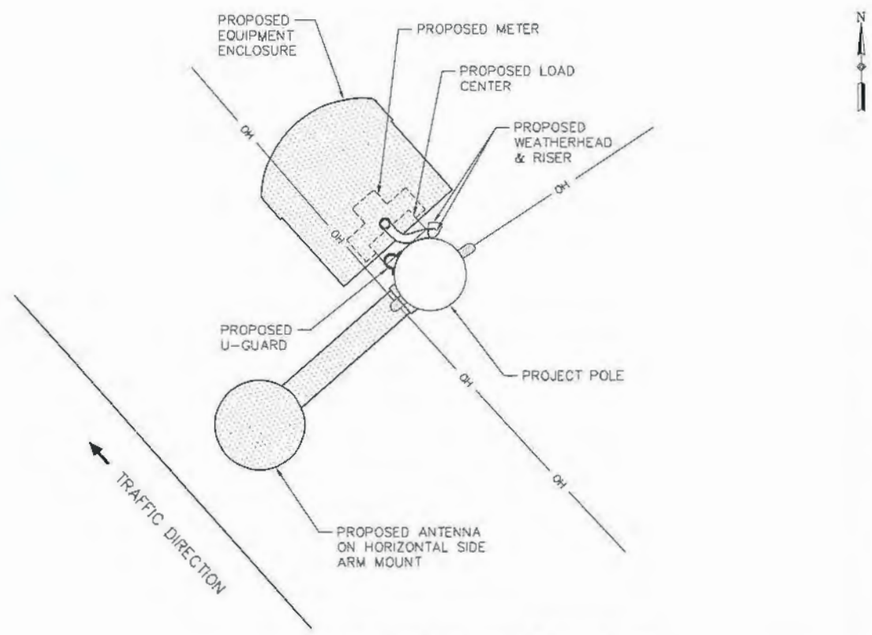


NOTES:

1. SEE RF ANTENNA DESIGN SHEET FOR FINAL ANTENNA ORIENTATION.

EQUIPMENT SITE PLAN
SCALE: NTS



EQUIPMENT ORIENTATION PLAN
SCALE: NTS

PLANS PREPARED FOR

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PLANS PREPARED BY

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3/5/26

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	3/5/26

PROJECT NAME

NOVA PARK MICRO
CONSTRUCTION DRAWINGS
30 BUFFALO RD.
EAST AURORA, NY

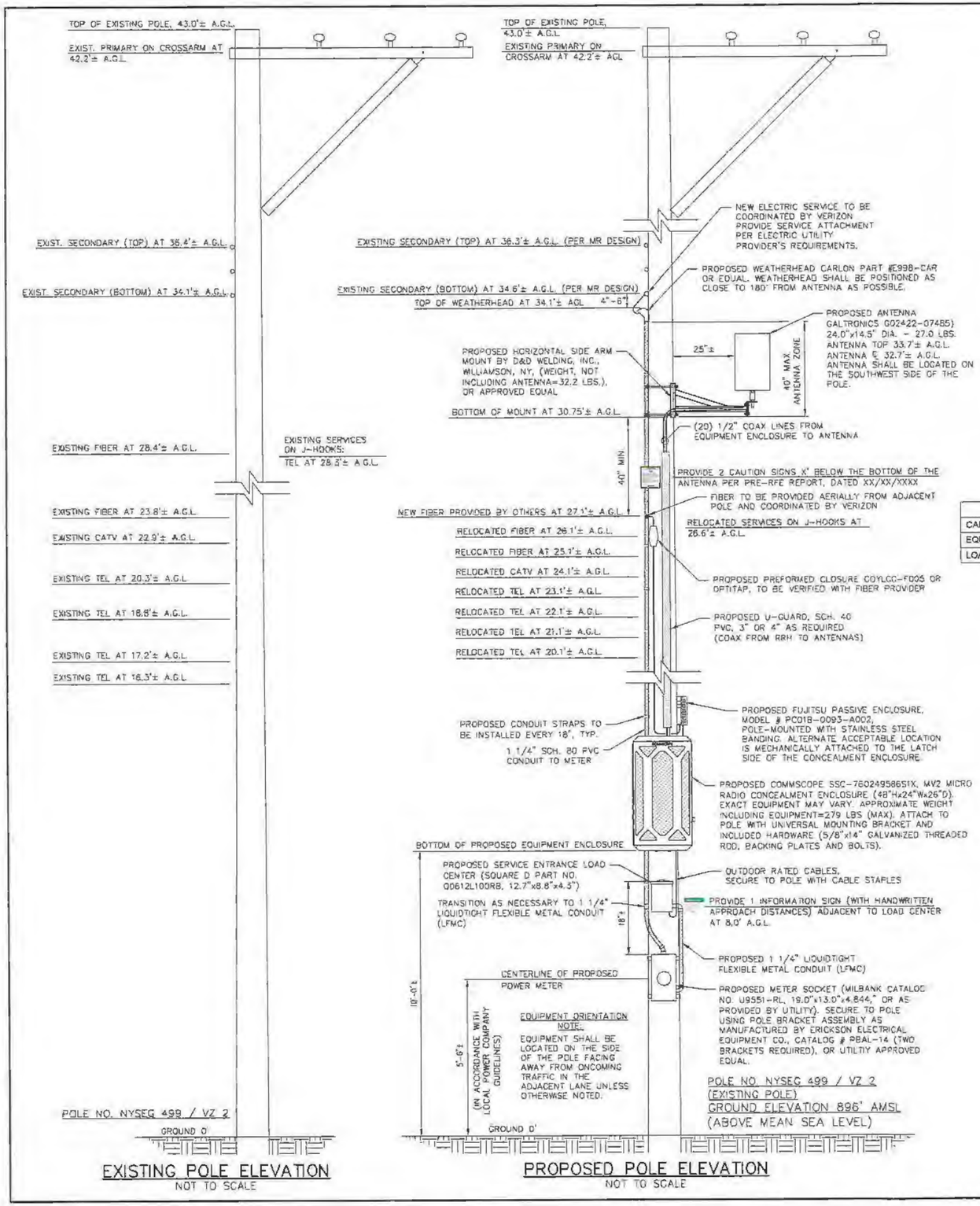
SHEET TITLE

SITE PLANS

DATE:	3/5/26
PROJECT #:	1948C.20
DRAWN BY:	DAK
CHECKED BY:	MDW
SCALE:	NONE

SHEET NUMBER

C-3



EXISTING POLE ELEVATION
NOT TO SCALE

PROPOSED POLE ELEVATION
NOT TO SCALE

ANTENNA/EQUIPMENT VOLUME	
CANTENNA	2.29 CF±
EQUIPMENT ENCLOSURE	16.87 CF±
LOAD CENTER	0.28 CF±

MAKE READY NOTES:

1. ALL POWER RELATED MAKE READY WORK SHALL BE PERFORMED BY AN "AVANGRID APPROVED CONTRACTOR" (AC).
2. THE PROPOSED POLE ELEVATION PROVIDES MOUNTING HEIGHTS FOR OVERHEAD UTILITIES. HOWEVER, ACTUAL MOUNTING HEIGHTS SHALL BE IN ACCORDANCE WITH APPLICABLE MAKE READY PACKAGES.
3. THE VERIZON WIRELESS CONSTRUCTION MANAGER SHALL PROVIDE THE AC WITH THE AVANGRID PREPARED "MAKE READY PACKAGE."
4. NOTIFICATIONS TO AVANGRID'S AGENT/COORDINATOR (LABELLA ASSOCIATES), MEETINGS WITH AVANGRID'S LINE SUPERVISOR, PRE-CONSTRUCTION MEETINGS, NOTIFICATION OF MAKE READY COMPLETION, AND AS-BUILT DOCUMENTATION, ETC., SHALL BE IN ACCORDANCE WITH THE TIMELINES SET FORTH IN THE MAKE READY PACKAGE

AVANGRID ANTENNA MOUNTING REQUIREMENTS:

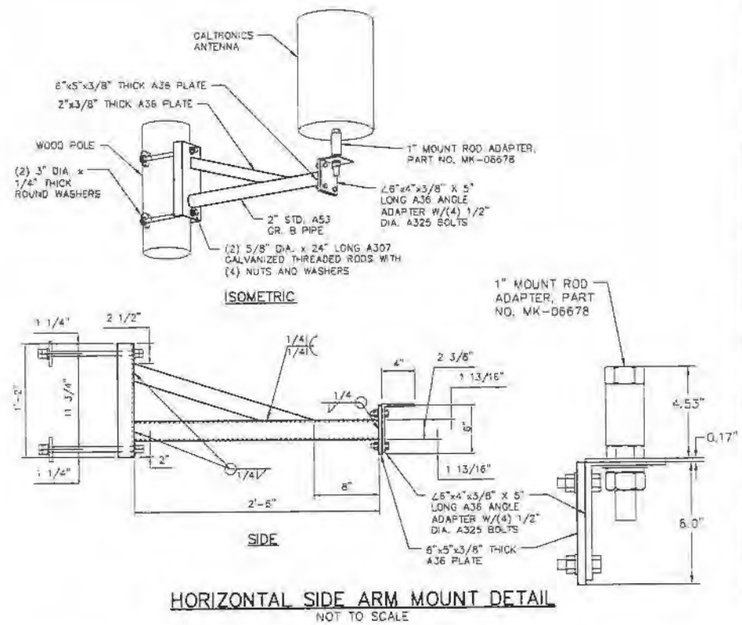
1. MINIMUM DISTANCE ABOVE GROUND TO ANTENNA CENTERLINE SHALL BE A MINIMUM OF 25 FEET.
2. MAXIMUM ALLOWABLE WEIGHT OF ANTENNA INCLUDING THE MOUNT/BRACKET IS 100 POUNDS.
3. ANTENNAS MUST BE OFFSET FROM FACE OF POLE A MINIMUM OF 24 INCHES.
4. THE ANTENNA AND MOUNT/BRACKET COMBINED SHALL NOT OCCUPY MORE THAN 40 INCHES OF VERTICAL SPACE.

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 RADII.
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 + ¼ TURN MAXIMUM.
3. ALL OTHER FASTENERS SHALL BE TIGHTENED TO INDUSTRY STANDARDS AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
4. APPLY LOCTITE THREADLOCKER BLUE 242 WHERE SPLIT LOCK WASHERS ARE NOT SPECIFIED.



HORIZONTAL SIDE ARM MOUNT DETAIL
NOT TO SCALE

PLANS PREPARED FOR

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PLANS PREPARED BY

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STATE OF NEW YORK — MARTIN D. WILSON — 080399 — LICENSED PROFESSIONAL ENGINEER

3/5/26

SUBMITTALS

#	ISSUED FOR	DATE
1	APPROVAL	3/5/26

PROJECT NAME

NOVA PARK MICRO CONSTRUCTION DRAWINGS
30 BUFFALO RD. EAST AURORA, NY

SHEET TITLE

POLE ELEVATIONS

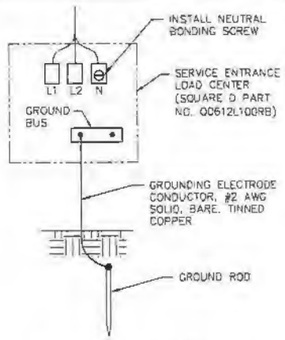
DATE:	3/5/26
PROJECT #:	194BC.23
DRAWN BY:	DAK
CHECKED BY:	MDW
SCALE:	NONE

SHEET NUMBER

C-4

GROUNDING NOTES:

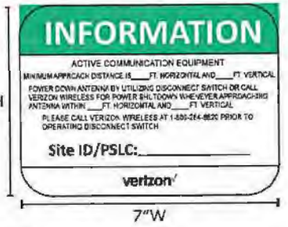
1. TWO HOLE LONG BARREL, COMPRESSION CONNECTIONS ARE REQUIRED AT THE EQUIPMENT ENCLOSURE GROUND BUS.
2. ALL EQUIPMENT WITHIN THE EQUIPMENT ENCLOSURE SHALL BE CONNECTED TO THE EQUIPMENT ENCLOSURE GROUND BUS WITH TWO HOLE LONG BARREL, COMPRESSION CONNECTIONS.
3. TWO HOLE LONG BARREL, COMPRESSION CONNECTIONS 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 COMPOUNDS.
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.



LOAD CENTER GROUNDING
NOT TO SCALE

NOTE: METHOD OF ATTACHMENT PER VERIZON CONSTRUCTION MANAGER.

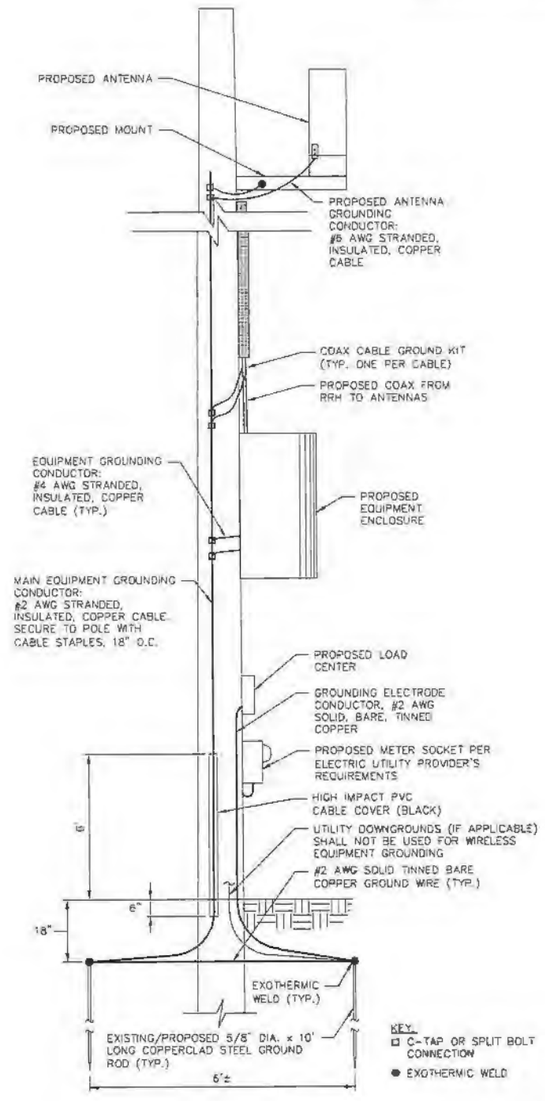
CAUTION SIGN DETAIL
NOT TO SCALE



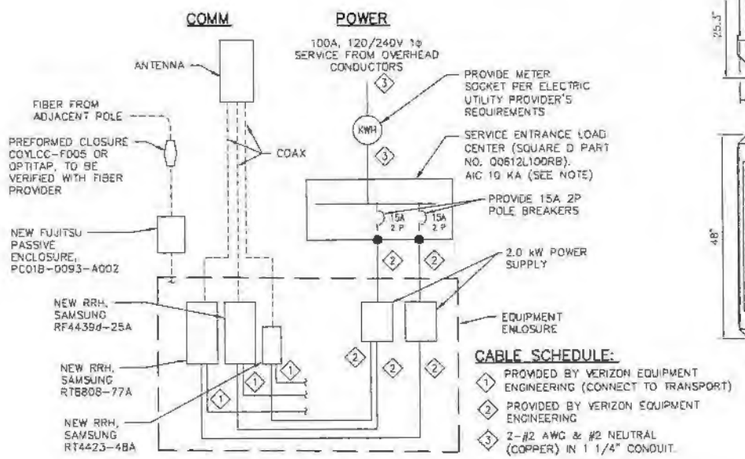
SIGN NOTES:

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 LISTED BELOW.
2. MINIMUM HORIZONTAL APPROACH DISTANCE = 15 FT.
   MINIMUM VERTICAL APPROACH DISTANCE = 6 FT.

INFORMATION SIGN DETAIL
NOT TO SCALE

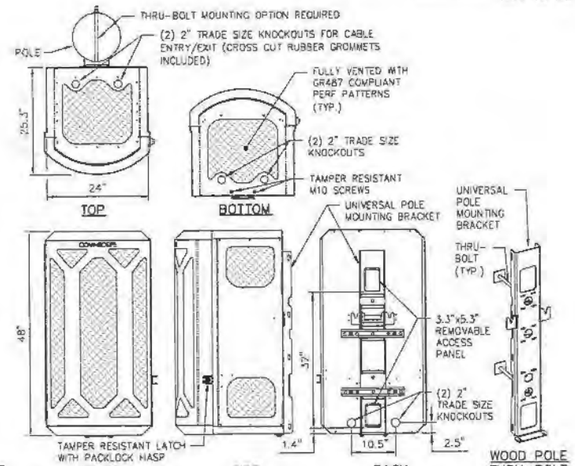


GROUNDING DIAGRAM
NOT TO SCALE



ONE-LINE DIAGRAM
NOT TO SCALE

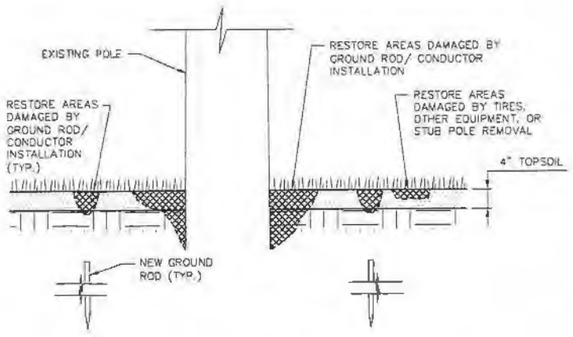
NOTE: THE CONTRACTOR SHALL VERIFY WITH THE ELECTRIC UTILITY PROVIDER THAT THE AVAILABLE FAULT CURRENT IS LESS THAN THE AIC RATING SHOWN FOR THE SERVICE ENTRANCE LOAD CENTER. NOTIFY THE ENGINEER IF THE FAULT CURRENT EXCEEDS THE AIC RATING SHOWN.



EQUIPMENT ENCLOSURE
NOT TO SCALE

NOTES:

1. RENOVATE TURF DAMAGED BY CONTRACTOR'S OPERATIONS, SUCH AS POLE REPLACEMENT, GROUND ROD/ CONDUCTOR INSTALLATION AND WHEEL RUTS.
2. REMOVE SOD AND VEGETATION FROM UNSATISFACTORY TURF AREAS; DO NOT BURY IN SOIL. REMOVE WASTE AND FOREIGN MATERIALS, AND ANY TOPSOIL CONTAINING FOREIGN MATERIALS.
3. SCARIFY AND RAKE SUBGRADE.
4. INSTALL 4" NEW TOPSOIL TO BE FLUSH WITH ADJACENT AREAS.
5. APPLY STARTER FERTILIZER.
6. APPLY SEED AND PROTECT WITH STRAW MULCH OR EQUAL.
7. WHERE TURF ESTABLISHMENT IS UNSUCCESSFUL RESEED AND MULCH AS NECESSARY.



LAWN/GRASS RESTORATION DETAIL
NOT TO SCALE

EXISTING POLE PHOTO

PLANS PREPARED FOR

verizon

PLANS PREPARED BY

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STATE OF NEW YORK — BARTON D. WITTER — LICENSED PROFESSIONAL ENGINEER — 080399

3/5/26

SUBMITTALS

#	ISSUED FOR	DATE
3	APPROVAL	3/5/26

PROJECT NAME

NOVA PARK MICRO
CONSTRUCTION DRAWINGS
30 BUFFALO RD.
EAST AURORA, NY

SHEET TITLE

DETAILS

DATE:	3/5/26
PROJECT #:	19490.20
DRAWN BY:	DAK
CHECKED BY:	MDW
SCALE:	NONE

SHEET NUMBER

C-5