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January 12, 2026

**VIA FEDERAL EXPRESS AND ELECTRONIC MAIL**

Town Board, Planning Board and Zoning Board of Appeals  
Town of Webster  
1000 Ridge Rd  
Webster, NY 14580  
ATTN: Josh Artuso, Director of Community Planning & Development

**RE: Bell Atlantic Mobile Systems, LLC d/b/a Verizon's application (the "Application") to the Town of Webster (the "Town") for site plan approval, special permit approval, and an area variance to construct and operate a 125' wireless telecommunications facility (with 4' lightning rod) on property located near the intersection of Lake Road and Monroe-Wayne County Line Road (Tax Parcel No. 037.03-1-44) in the Town of Webster, Monroe County, New York (Verizon Wireless' "Lake Road" site)**

Dear Members of the Planning Board and Zoning Board of Appeals:

Bell Atlantic Mobile Systems LLC d/b/a Verizon ("Verizon") is a public utility and wireless telecommunications licensee of the Federal Communications Commission ("FCC"). To remedy service inadequacies in and around the northeastern area of the Town of Webster (the "Town"), Verizon makes this Application to construct and operate a wireless telecommunications facility (the "Project") near the intersection of Lake Road and Monroe-Wayne County Line Road, Monroe County, New York, Tax Parcel No. 037.03-1-44 (the "Site").

The Site consists of a 100' x 100' parcel leased from Windmill Farms LLC (the "Landowner"). The Project would consist of the construction of a 125' monopole tower (with an additional 4' lightning rod) and wireless telecommunications antennas, associated exterior equipment cabinets, together with other site improvements, all as shown on the enclosed site plan prepared by Costich Engineering. (the "Site Plan").

The Site is located in the Town's Large Lot Single Family Residential ("LL") zoning district. Pursuant to Local Law No. 8-1996, as amended and codified in Chapter 130, Communications Installations, Energy Towers, Antennas and Flagpoles of the Town of Webster (the "Code"), telecommunications facilities are permitted in the LL zoning district upon the issuance of site plan approval from the Planning Board and a tower special permit from the Town Board. (Code §§ 130-8). Additionally, as the tower exceeds the maximum height limit for a new telecommunication tower stated in Section § 130-10, an area variance from the Zoning Board of Appeals is necessary.

Accordingly, please accept this letter and the following exhibits and enclosures as Verizon's application for site plan approval, area variance for tower height, and a special permit:

- Exhibit A: Town-supplied application forms;
- Exhibit B: Project description;
- Exhibit C: Applicable legal standards;
- Exhibit D: Proof of the Project's compliance with the applicable site plan and special permit review requirements set forth in §§ 130-8 through 130-13 of the Code;
- Exhibit E: Proof of the Project's compliance with the applicable area variance review requirements set forth in § 130-24 of the Code;
- Exhibit F: Radio frequency search ring justification ("RF Justification"), with propagation studies setting forth the need for the Project;
- Exhibit G: Site selection analysis;
- Exhibit H: Long environmental assessment form ("Long EAF"), with visual addendum;
- Exhibit I: Verizon's co-location policy;
- Exhibit J: Proof of the Landowner's consent to this Application;
- Exhibit K: Photosimulation report;
- Exhibit L: Structural design letter;
- Exhibit M: Tower removal letter and removal cost estimate;
- Exhibit N: Verizon's FCC licenses for Monroe County;
- Exhibit O: Ag data statement;
- Exhibit P: Proof of compliance with applicable Federal regulations regarding RF emissions; and
- Exhibit Q: 11" x 17" copy of the site plan.

Also included with this Application are:

- Twenty (20) copies of this Application book;
- Three full-size (34" x 22") copies of the Site Plan; and
- A check payable to the Town of Webster in the amount of \$1,050.00 for the applicable fees for this Application.

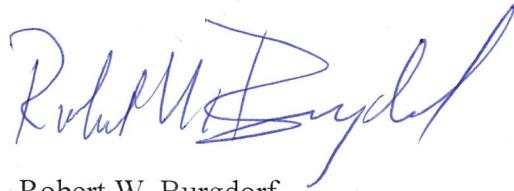
Because the Project is located within 500 feet of Lake Road (County Route 1), County Line Road (County Route 2), NYS AG District #6 (Monroe County), NYS AG District #1 (Wayne County), the Wayne County County Line, and the Town of Ontario Town Line, the Application must be referred to the Monroe County Planning Department ("County Planning")

Planning Board  
Town of Webster  
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pursuant to General Municipal Law § 239-m. Please refer this Application to County Planning as soon as possible. An extra copy of the Application is enclosed for the referral.

We respectfully request that this Application be placed on the agenda for the next available Planning Board meeting. In the meantime, should you have any questions or require additional information, please do not hesitate to contact me. Thank you.

Sincerely,



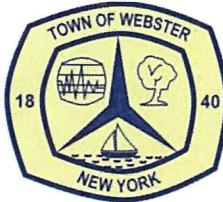
Robert W. Burgdorf

RWB/jcm  
Enclosures

cc:

Kathy Pomponio, Verizon  
Nico Facey, Network Building + Consulting

# **EXHIBIT A**



# TOWN OF WEBSTER

## TOWN BOARD APPLICATION

Office (585) 872-7028 • Fax (585) 872-1352 • [publicworks@ci.webster.ny.us](mailto:publicworks@ci.webster.ny.us)

**Applicant/Contact Person:**

Name: Robert Burgdorf for Bell Atlantic Mobile Systems d/b/a Verizon

Phone: 585-263-1333

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

E-mail: [Rburgdorf@nixonpeabody.com](mailto:Rburgdorf@nixonpeabody.com)

**Property Owner Information (if different than above):**

Name: Windmill Farms, LLC

Address: 193 County Line Road Ontario, NY 14519

Phone: (585) 645-3018

E-mail: \_\_\_\_\_

**Architect / Engineer (if applicable):**

Name: Costich Engineering

Address: 217 Lake Avenue Rochester, NY 14068

Phone: 585-666-9829

E-mail: [LMV@costich.com](mailto:LMV@costich.com)

**Project Address:** INTERSECTION OF LAKE RD & MONROE-WAYNE COUNTY LINE RD

**Project Name:** Verizon - Lake Road Macro

**Application Type:**

Industrial Use  
Permit

Planned Dev.  
District (PDD)

Special Use  
Permit

Code Amendment  
Rezoning

Easement  
Encroachment

**Meeting Type Request:**

Town Board Workshop  
(Concept stage)

Town Board Meeting  
(Approval stage)

**Project Description (additional information can be attached):**

125' Telecommunications Tower with associated ground-mounted equipment. See cover letter

and Exhibit P, Site Plan For additional information.

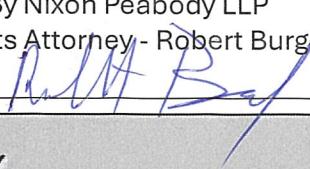
**Length of time to complete project:** TBD based on discretionary approval timelines

**APPLICANT:** By the signature below, on behalf of the applicant or owner, I hereby authorize representatives from the Town of Webster to enter the above referenced property, during normal hours, for the purpose of conducting inspections of the proposed construction/activity, as required by applicable law, rules, regulations, ordinances and orders. I also certify that, to the best of our knowledge, the information supplied on this application is complete and accurate, and that the project described, if approved, will be completed in accordance with the conditions and terms of that approval.

Bell Atlantic Mobile Systems d/b/a Verizon

By Nixon Peabody LLP

Its Attorney - Robert Burgdorf

**SIGNATURE:** 

**DATE:** 1/12/26

**Office Use Only**

**Parcel Number (SBL):** \_\_\_\_\_

**Zoning District:** \_\_\_\_\_

## **TOWN BOARD APPLICATION REQUIREMENTS**

1. Cut off dates for all applications to be submitted to the Department of Community Development or Department of Engineering for an appearance before the Town Board is each Thursday, one week prior to the scheduled meeting. The Webster Town Board meets on the 1<sup>st</sup> and 3<sup>rd</sup> Thursdays of each month at 7:30 PM for their official meeting(s). Town Board Workshops are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of each month at 5:30 PM. The Webster Town Board, at its discretion, reserves the right not to hear new applications after 7:30 PM on workshop meeting dates and 9:30 PM on any regular meeting dates.
2. Applicants shall submit:
  - a completed application form (8 copies)
  - a letter of intent (8 copies)
  - a site plan or instrument survey map showing the proposed layout of the use (8 copies)
  - a completed Environmental Assessment Form (8 copies)
  - Payment of proper fees on or before each closing / cut off date

Any application received deemed to be incomplete will not be scheduled to be heard by the Board. It will be the applicant's or agent's responsibility to submit a complete application for the hearing date requested.

3. Any revisions made to the plans necessitated by comment from the Project Review Committee (PRC) or Engineering Division must be resubmitted to the Engineering Division no later than 7 days prior to the meeting date. The Town Board will not entertain any new or revised plans which have not been reviewed by the Town's Project Review Committee.
4. **For major projects requiring full-size plans sets, plans must be folded to 9" x 14 1/2" maximum size or they will not be accepted. In addition, please provide (1) electronic PDF copy on a flash drive, CD-ROM or link to an FTP site where the files can be downloaded.**
5. Applicants or their representatives must appear at the hearings. All withdrawals must be made in writing.

### **Town Board Application Fee Schedule**

Application Type	Application Fee	Misc. Fee	Independent Review Fee
Re-zoning	\$500.00	\$250.00 (review fee)	Consultant Review at cost
Industrial Use	\$100.00	\$100.00 (review fee)	Consultant Review at cost
District Formation (per district)	\$100.00	\$100.00 (advertising fee)	N/A
Special Use Permit	\$200.00	\$250.00 (review fee)	Consultant Review at cost
PDD Overlay District	\$200.00		
Topsoil Permit	\$200.00	\$.50 per cubic yard	N/A
Dock Variance	\$100.00		
Easement Encroachment Permit	\$50.00		
Communication Tower Permit	\$500.00	N/A	Engineering Review at cost

*The above fee schedule is a list of the most common Town Board application types. A complete list of fees is on file at the Department of Community Development permit office.*

**NON-COLLUSION DISCLOSURE PURSUANT TO**  
**SECTION 225-111**  
**OF THE WESTER ZONING ORDINANCE**

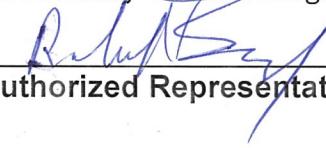
**TO WHOM IT MAY CONCERN:**

To the best of our knowledge, no officer or employee of the State of New York, County of Monroe or Town of Webster has any financial interest in the land affected by or in the partnership making application for the project known as Verizon - Lake Road Macro

**DATED:** 1/12/26

Bell Atlantic Mobile Systems d/b/a Verizon  
By Nixon Peabody LLP  
Its Attorney - Robert Burgdorf

**BY:**

  
Authorized Representative

**DISCLOSURE OF INTENT TO REQUEST**  
**TAX INCENTIVES, ABATEMENTS, OR EXEMPTIONS**

Have you currently applied for, or intend to apply for any tax incentives, abatements, or exemptions?

Yes \_\_\_\_\_

No ✓

If YES, would you agree to enter into a Host Community Agreement\* (HCA) with the Town of Webster?

Yes \_\_\_\_\_

No \_\_\_\_\_

→ If NO: If you apply for or receive any tax incentives, abatements or exemptions in the future, would you agree to enter into a Host Community Agreement (HCA)?

Yes \_\_\_\_\_

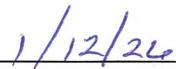
No N/A

Bell Atlantic Mobile Systems d/b/a Verizon  
By Nixon Peabody LLP  
Its Attorney - Robert Burgdorf

NAME OF PROPERTY / BUSINESS OWNER



SIGNATURE OF PROPERTY/BUSINESS OWNER



DATE

\* A Host Community Agreement (HCA) is an agreement between the business/property owner, wherein the business/property owner recognizes that the Town provides services which benefit the business/property and the owner desires to compensate the Town for such services, by making payment to the Town (and to make the Town whole in regard to property taxes) by entering into this agreement to acknowledge the Town's cost of providing services to its residents and property owners.

# **EXHIBIT B**

## **EXHIBIT B**

### **PROJECT DESCRIPTION**

Bell Atlantic Mobile Systems, LLC d/b/a Verizon (“Verizon”) is a public utility, and federally licensed wireless telecommunications provider. It currently has service inadequacies in the Town of Webster (the “Town”). To remedy this service inadequacy, Verizon is proposing to construct and operate a new wireless telecommunications facility (the “Project”) near the intersection of Lake Road and Monroe-Wayne County Line Road on property owned by Windmill Farms LLC and identified as Tax Parcel No. 037.03-1-44 (the “Project Site”). This application consists of a request for Site Plan Approval, a Special Permit from the Planning Board, and an Area Variance for additional height to permit the Project to provide adequate and reliable wireless telecommunications service to emergency services, businesses and individuals in and around the Town.

The Project would consist of the construction and operation of a 125' tower (plus a 4' lightning rod), exterior equipment cabinets and other associated improvements, all as shown on the enclosed site plan prepared by Costich Engineering.

Essentially, 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. The antenna feeds the signal to electronic apparatus located near the antenna (the “base station”), where it is connected to traditional telephone systems, and is then routed anywhere in the world. The antennas and base station are known as a “cell site.”

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

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

Because each cell site must be placed in such a manner as to provide service within a particular cell, and so as to provide overlapping (but not duplicate) coverage with the existing or planned cells around it, there is limited flexibility as to where a cell site can be placed. Wireless telecommunications providers conduct a thorough engineering study, including 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 proposed site was identified by Verizon as being an appropriate site to remedy the service deficiencies. The Project Site was located within that area and was available to Verizon to meet the technological requirements.

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

# **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 wireless telephone facilities are public utilities. The Court held that proposed wireless 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.’ . . . Application of our holding in Matter of Consolidated Edison to sitings of wireless telephone companies, such as Wireless 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.

Salkin, New York Zoning Law Practice, 4th ed., § 7:12 (2013) (hereafter “Salkin”). See also, Wireless Tel. Co. v. Rosenberg, 82 N.Y.2d 364 (1993); Payne v. Taylor, 178 A.D.2d 979 (4th Dep’t 1991).

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

In the present case, Verizon is suffering from inadequate service coverage in the northeastern part of the Town of Webster. The Project is needed to remedy this service problem and to provide wireless telecommunications service coverage to this area. Therefore, Verizon satisfies the requisite showing of need for the facility under applicable New York law.

# **EXHIBIT D**

## EXHIBIT D

### **PROOF OF THE PROJECT'S COMPLIANCE WITH THE APPLICABLE COMMUNICATION TOWER SITE PLAN AND SPECIAL PERMIT REVIEW REQUIREMENTS SET FORTH IN §§ 130-7 OF THE CODE**

#### **ARTICLE II Communications Towers**

##### ***§ 130-7. Communications towers in industrial and commercial districts.***

A. *Communications towers and accessory facilities/structures shall be permitted in any of the following nonresidential districts upon the issuance of final site plan approval by the Town of Webster Planning Board under the procedures set forth in Chapter 269 of the Code of the Town of Webster and consistent with New York State Town Law § 274-a:*

##### ***I-N Industrial District***

***HC High-Intensity Commercial  
District MC Medium-Intensity  
Commercial District***

***LC Class II Low-Intensity Commercial  
District CO Commercial Outdoor Storage  
District***

***OP Core Area North - Office Park***

No response necessary.

B. *In addition for communications towers and accessory facilities/structures located in an I-N Industrial District, the issuance of an industrial use permit by the Town Board under the procedures set forth in § 350-22D of the Code of the Town of Webster shall be required.*

Not applicable.

##### ***§ 130-8. Communications towers permitted in other districts.***

*Communications towers and accessory structures are permitted in the following districts, other than those identified in § 130-7 above, only upon the issuance of a conditional or special use permit by the Town Board as set forth in §§ 130-11, 130-12 and 130-13 and upon the issuance of final site plan approval by the Town of Webster Planning Board under the procedures set forth in Chapter 269 of the Code of the Town of Webster and consistent with New York State Town Law § 274-a:*

##### ***R-1 Single-Family Residential District***

*R-2 Single-Family Residential District*

*R-3 Single-Family Residential District*

*LL Large-Lot Single-Family Residential District*

*MHR Medium-High Residential District*

*LMR Low-Medium Residential District*

*LC Class I Neighborhood Commercial*

*WD Waterfront Development District*

The Site is located in the LL Large-Lot Single-Family Residential District. Special permit and site plan approval are hereby requested by this application in conformance with the above requirements.

***§ 130-9. Communications towers prohibited in certain districts.***

*Regardless of the provisions of §§ 130-7 and 130-8, communications towers and accessory structures are not permitted in the following Environmental Protection Overlay Districts:*

*EPOD (2) Steep Slopes Protection District*

*EPOD (3) Woodlot Protection District*

Not applicable.

***§ 130-10. Height.***

*The maximum height for communications towers permitted under this chapter, including any antennas, extensions or other devices extending above the structure of the tower, measured from the ground surface immediately surrounding the site, shall be 100 feet.*

The Project is 125' with a 4' lightning rod, the minimum necessary to solve the coverage discrepancies. An area variance from the Zoning Board of Appeals allowing the Project to exceed the maximum permitted height is hereby requested.

***§ 130-11. Procedure for special use permit.***

*A special use permit shall be obtained as follows:*

- A. *The owner/applicant shall submit to the Town Board a completed application and site plan under the provisions of § 130-12 herein. Upon receipt of such application, the Town Board shall refer such application, together with all supporting documents, to the Planning Board for its review and recommendation as to the special use permit and for site plan approval procedures as set forth in Chapter 269 of the Code of The Town of Webster and consistent with New York State Town Law § 274-a.*

No response necessary.

- B. *Within 62 days of receipt of both the recommendation of the Planning Board and final*

*site plan approval of the Planning Board, the Town Board shall hold a public hearing and shall comply with all the requirements of Town Law § 274-b for the approval of a special use permit. The Town Board shall review the application for compliance with the provisions of this chapter and shall determine that the location of the proposed communications tower is in accordance with the principles and requirements stated herein.*

No response necessary.

***§ 130-12. Special use permit and site plan standards.***

*Prior to the issuance of a special use permit by the Town Board or site plan approval by the Planning Board, the following requirements shall be complied with:*

A. *Application and site plan. All applications for a special use permit and site plan approval shall be by written application on forms provided by the Town of Webster Department of Public Works. The application shall include a site plan setting forth specific site data on a map, acceptable in form and content to the Town Board or Planning Board, which shall be prepared to scale and in sufficient detail and accuracy and which shall show the following:*

(1) *The location of property lines and permanent easements.*

See Exhibit Q, Site Plan.

(2) *The location of the communications tower, together with guy wires and guy anchors, if applicable.*

See Exhibit Q, Site Plan.

(3) *A side elevation or other sketch of the tower showing the proposed antennas.*

See Exhibit Q, Site Plan.

(4) *The location of all structures on the property and all structures on any adjacent property within 10 feet of the property lines, together with the distance of these structures to the communications tower.*

See Exhibit Q, Site Plan.

(5) *The names of adjacent landowners as appears on the Town of Webster Assessor's records.*

See Exhibit O, Ag Data Statement, for a map and list of adjacent landowners.

(6) *The location, nature and extent of any proposed fencing, landscaping and/or screening.*

See Exhibit Q, Site Plan.

(7) *The location and nature of proposed utility easements and access road, if applicable.*

See Exhibit Q, Site Plan.

(8) *Inventory of other communications towers within a two-mile radius of the proposed site.*

See Exhibit G, Site Selection Analysis.

(9) *A completed visual environmental assessment form (visual EAF) and a landscaping plan addressing other standards listed within this section with particular attention to visibility from key viewpoints within and outside of the municipality as identified in the visual EAF. A board may require submittal of a more detailed visual analysis based on the results of the visual EAF.*

See Exhibit H, Long Environmental Assessment Form with Visual Addendum;

(10) *A grid or map of all of the owner's/applicant's existing communications tower site areas in the Town of Webster and site areas proposed or projected by the owner/applicant for installations for a period of two years.*

See Exhibit F, RF Justification, for the applicant's existing communications tower sites.

B. *Preference for higher-intensity use districts. The Town Board or Planning Board may express a preference that the proposed facility be located in a higher-intensity use district or on higher-intensity use property, provided that there is a technologically feasible and available location. A guideline for the preference, from most favorable to least favorable district/ property, is as follows:*

(1) *Property with an existing structure suitable for colocation.*

(2) *Commercial districts.*

- (a) *I-N Industrial District.*
- (b) *HC High-Intensity Commercial District.*
- (c) *CO Commercial Outdoor Storage District.*
- (d) *MC Medium-Intensity Commercial District.*
- (e) *LC Class II Low-Intensity Commercial District.*
- (f) *LC Class I Neighborhood Commercial District.*

(3) *Municipal- or government-owned property.*

(4) *Residential districts.*

- (a) *MHR Medium-High Residential District.*
- (b) *LMR Low-Medium Residential District.*
- (c) *R-3 Single-Family Residential District.*
- (d) *R-2 Single-Family Residential District.*

- (e) *R-1 Single-Family Residential District.*
- (f) *LL Large-Lot Single-Family Residential District.*
- (5) *WD Waterfront Development District.*
- (6) *Environmental Protection Overlay Districts.*

- (a) *EPOD (2) Steep Slopes Protection District.*

- (b) *EPOD (3) Woodlot Protection District.*

*NOTE: Any request by the Town Board or Planning Board for information on a preferred alternate site shall not unreasonably delay the application.*

The Site is located in the LL Large-Lot Single-Family Residential District. See Exhibit F, RF Justification, and Exhibit G, Site Selection Analysis for detailed site selection information.

C. *Shared use.*

- (1) *At all times, shared use of existing towers shall be preferred to the construction of new towers. Additionally, where such shared use is unavailable, location of antenna on preexisting structures shall be considered. An applicant shall be required to present an adequate report inventorying existing towers within reasonable distance of the proposed site and outlining opportunities for shared use of existing facilities and use of other preexisting structures as an alternative to a new construction.*

See Exhibit G, Site Selection Analysis. No existing towers or preexisting structures are suitable to accommodate Verizon's coverage needs.

- (2) *An applicant intending to share use of an existing tower shall be required to document intent from an existing tower owner to share use. The applicant shall pay all reasonable fees and costs of adapting an existing tower or structure to a new shared use. Those costs include but are not limited to structural reinforcement, preventing transmission or receiver interference, additional site screening and other changes, including real property acquisition or lease required to accommodate shared use.*

Not applicable.

- (3) *In the case of new communications towers, the applicant shall be required to submit a report demonstrating good-faith efforts to secure share use from existing towers. Copies of written requests and responses for shared use shall be provided.*

No existing towers are suitable for co-location.

- (4) *The applicant must examine the feasibility of designing a proposed commercial communication tower to accommodate future demand for commercial broadcasting and reception facilities. The scope of this analysis shall be determined by the Town Board for special use permits or the Planning Board for*

*site plan approvals. This requirement may be waived, provided that the applicant demonstrates that the provisions of future shared usage of the facility is not feasible and an unnecessary burden, based upon:*

- (a) *The number of FCC licenses foreseeably available for the area;*
- (b) *The kind of tower site and structure proposed;*
- (c) *The number of existing and potential licenses without tower spaces/sites;*
- (d) *Available spaces on existing and approved towers; and*
- (e) *Potential adverse visual impact by a tower designed for shared usage.*

The Project so complies. See Exhibit I, Verizon's Co-Location Policy.

D. *Aesthetics. In order to minimize any adverse aesthetic effect on neighboring properties to the extent possible, a board may impose reasonable conditions on the applicant, including the following:*

- (1) *All communications towers and accessory facilities or structures shall be sited to have the least practical adverse visual effect on the environment.*
- (2) *A monopole or guyed tower (if sufficient land is available to applicant) instead of a freestanding communications tower shall be used.*
- (3) *Reasonable landscaping consisting of trees or shrubs to screen the base of the communications tower and/or to screen the tower to the extent possible from adjacent residential property shall be used. Existing on-site trees and vegetation shall be preserved to the maximum extent possible.*
- (4) *The applicant shall show that it has made good-faith efforts to collocate on existing towers or other available and appropriate structures and/or to construct new towers near existing towers in an effort to consolidate visual disturbances. However, such request shall not unreasonably delay the application.*
- (5) *Towers should be designed and sited so as to avoid, whenever possible, application of Federal Aviation Administration (FAA) lighting and painting requirements. Towers shall not be artificially lighted except as required by the FAA. Towers shall be painted a galvanized finish or matte gray unless otherwise required by the FAA.*
- (6) *No communication tower shall contain any signs or advertising devices, except those signs containing emergency contact information are permitted.*
- (7) *Accessory facilities and structures shall maximize use of building materials, colors and textures designed to blend with the natural surroundings.*

The project so complies. See Exhibit Q, Site Plan, and Exhibit K, Photosimulation Report.

E. *Setbacks.*

- (1) *All communication towers and accessory structures shall be set back from abutting*

*residential parcels, public property or right-of-way lines a distance sufficient to contain on-site substantially all ice-fall or debris from tower failure and preserve the privacy of adjoining residential properties.*

- (2) *All communication tower bases must be located at a minimum setback from any property line at a distance at least equal to the tower height, or the distance between the tower base and guy wire anchors, or the minimum setback of the underlying zoning district, or a minimum setback at a distance which shall be established at the discretion of the Planning Board as part of the site plan approval procedures based on the unique characteristics of the site, whichever of the foregoing is greater. The minimum setback requirement of this subsection may be increased at the discretion of Planning Board as part of the site plan approval procedures or it may be decreased in those instances where the owner/applicant has submitted plans for a tower design in such a manner as to collapse within a smaller area. Such tower design and collapse zone must be acceptable to the Town Commissioner of Public Works or his/her division heads or agents or designees and the Town Building Inspector.*
- (3) *All accessory structures must comply with the minimum setback requirements of the underlying zoning district.*

The project so complies. See Exhibit Q, Site Plan.

F. *Radio-frequency effects. It is recognized that federal laws [Telecommunications Act of 1996, Public Law 104-104, Section 704 (February 8, 1996)] prohibits the regulation of cellular and personal communication services communications towers based on the environmental effects of radio frequency emissions where those emissions comply with the Federal Communications Commission (FCC) standards for those emissions. A board may, however, impose a condition on the applicant that the communications antennas be operated only at FCC-designated frequencies and power levels.*

The Project so complies. See Exhibit P, Proof of compliance with applicable Federal regulations regarding RF emissions.

G. *Traffic, access and safety.*

- (1) *All road and parking will be provided to assure adequate emergency and service access. Maximum use of existing roads, public or private, shall be made. Road construction shall be consistent with standards for private roads and shall at all times minimize ground disturbance and vegetation cutting to within the toe of fill, top of cuts or no more than 10 feet beyond the edge of any pavement. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion potential. Public road standards may be waived in meeting the objective of this subsection.*

The Project so complies. See Exhibit Q, Site Plan.

- (2) *All communications towers and guy anchors, if applicable, shall be enclosed by a fence not less than eight feet in height or otherwise sufficiently protected from trespassing or vandalism.*

The Project so complies. See Exhibit Q, Site Plan.

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

The project so complies. See Exhibit P, Proof of compliance with applicable Federal regulations regarding RF emissions.

H. *Existing vegetation. Existing on-site vegetation shall be preserved to the maximum extent possible, and no cutting of trees exceeding four inches in diameter (measured at a height of four feet off the ground) shall take place prior to approval of the special use permit. Clear-cutting of all trees in single contiguous areas exceeding 20,000 square feet shall be prohibited.*

The Project will so comply.

I. *Screening. Deciduous or evergreen tree plantings may be required to screen portions of the tower from nearby residential property as well as from public sites known to include important views or vistas. Where the site abuts residential or public property, including streets, the following vegetation screening shall be required. For all communication towers, at least one row of native evergreen shrubs or trees capable of forming a continuous hedge at least 10 feet in height within two years of planting shall be provided to effectively screen the tower base and accessory facilities. In the case of poor soil conditions, planting may be required on soil berms to assure plant survival. Plant height in these cases shall include the height of any berm.*

The Project Site is partially screened by an existing hedge row. To the extent that the Planning Board or Town Board reasonably requires additional screening, the Project will so comply.

J. *Bond/security. The applicant and the owner of record of the premises may be required to execute and file with the Town Clerk of the Town of Webster a bond or other form of security acceptable to the Town Attorney and Town Director of Finance as to form and manner of execution, in an amount sufficient for the faithful performance of the terms and conditions of this chapter, the conditions of the permit or approval issued hereunder, for the observation of all Town local laws or ordinances, to cover the maintenance of the tower during its lifetime and provide for its removal. The amount required shall be determined by the Town Board in its special use permit procedure or the Planning Board in its site plan approval procedure if no special use permit is required. In the event of default upon the performance of any of such conditions or any of them, the bond or security shall be forfeited to the Town of Webster, which shall be entitled to maintain an action thereon. The bond or security shall remain in full force and effect until the removal of the transmission tower, telecommunication tower, communication installation, freestanding tower, satellite dish, antenna, pole, accessory facility/structure and site restoration.*

See Exhibit M, Verizon's Tower removal letter and removal cost estimate. To the extent required by law, the Project will so comply.

K. *Expiration. The special use permit and site plan approval shall expire upon:*

- (1) *The failure to commence active operation of the transmission tower, telecommunication tower, communication installation, freestanding tower, satellite dish, antenna, pole, accessory facility/structure within 12 months of the issuance of a special use permit by the Town Board or final site plan approval by the Planning Board; or*
- (2) *The discontinuance of the active and continuous operation of the transmission tower, telecommunication tower, communication installation, freestanding tower, satellite dish, antenna, pole or accessory facility/structure for a continuous period of 12 months, regardless of any reservation of an intent not to abandon or discontinue the use or of an intent to resume active operations.*
- (3) *From time to time, the Town Board or the Planning Board, at the Town Board's direction, may review the special use permit or site plan approval to ascertain if the requirements, conditions and restrictions of this chapter are being substantially complied with in good faith. In the event that, upon review, the Town Board finds that site is not in accordance with the approved building and site plans, and the requirements, conditions and/or restriction of this chapter or of the special use permit are not being substantially complied with, the enforcement procedures under § 130-25 shall be invoked and/or the special use permit shall be canceled or terminated within a specified period of time unless the requirements, conditions and restrictions are complied with after reasonable notice.*

No response necessary.

L. *Conditions. A board may impose such reasonable conditions and restrictions as are directly related to and incidental to the proposed transmission tower, telecommunication tower, communication installation, freestanding tower, satellite dish, antenna and/or pole, special use permit or site plan.*

No response necessary.

**§ 130-13. Removal of obsolete/unused facilities.**

*Approval of a new commercial communications tower facility or the expansion or modification of any existing commercial tower facility shall be conditioned upon the owner's and applicant's agreement to remove such facility once it is no longer used. Removal of such obsolete and/or unused commercial communication tower facilities shall take place within 12 months of cessation of use.*

The Project will so comply. See Exhibit M, Tower removal letter and removal cost estimate.

# **EXHIBIT E**

## EXHIBIT E

### **PROOF OF THE PROJECT'S COMPLIANCE WITH THE APPLICABLE AREA VARIANCE REVIEW REQUIREMENTS SET FORTH IN §§ 130-24 OF THE CODE**

As discussed in Exhibit C, the legal standard applicable to Verizon is the standard afforded to public utilities, rather than the standard to be generally applied. As demonstrated below, the Project also complies with the Town of Webster's requirements and standards for the requested zoning variance(s). The following Town review criteria are set forth in Code Section 130-24 (the Town's requirements are outlined below in bold italicized type with Verizon's response in regular type).

#### ***§ 130-24. Variances.***

***A. Use variances. Application for any use variance from the provisions of § 130-9 shall be made to the Town of Webster Zoning Board of Appeals. A use variance may be granted, after public hearing, only upon the establishment of public necessity in that the use variance is required to render safe and adequate service and that there are compelling reasons, economic or otherwise, which make the site more feasible for the proposed use than alternative sites as might be provided or available.***

Not applicable.

***B. Area variances. Application for any area variance where the requirements of the provisions of § 130-10 cannot be met shall be made to the Town Board if a special use permit is required by § 130-11, and an application for any other area variance where the requirements of any other provision of this chapter cannot be met shall be made to the Webster Zoning Board of Appeals. An area variance may be granted, after public hearing, upon the Town Board and Zoning Board of Appeals taking into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community. The Town Board and Zoning Board of Appeals shall consider:***

***(1) Whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by granting of the area variance;***

As outlined in Exhibit B, neither the Project nor the granting of variance, for the height of the tower will result in an undesirable change in the neighborhood and will therefore, not be a detriment to nearby properties. The Project will not pollute, will not create noise or vibration, will not increase population density, will not create any demand on governmental services, and will not create any increase in traffic. It is an inert facility and, as such, is in harmony with the orderly development of the area as well as the nationwide wireless telecommunications system.

***(2) Whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance;***

As outlined in Exhibit E, Verizon must be granted the requested height variance or it will be unable to provide adequate and reliable wireless telecommunications service in Verizon's Lake Road Cell.

***(3) Whether the requested area variance is substantial;***

While the tower is moderately taller than the maximum 100' permitted height, it is the minimum height necessary to deliver reliable service to the Webster Park cell. Varying the height limitation imposed by the Zoning Ordinance, as set forth above, is the least intrusive means by which the applicant can provide reliable wireless telecommunications coverage to the Lake Road Cell and surrounding area.

***(4) Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and***

This Project will enhance the public health, safety, welfare and convenience by providing a more efficient system of wireless telecommunications service for police, fire and other emergency services, as well as provide modern wireless telecommunications service to business, industry and individuals in the Lake Road Cell in the Town of Webster.

***(5) Whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the Town Board or Zoning Board of Appeals, but shall not necessarily preclude the granting of the area variance. The Town Board and Zoning Board of Appeals, in its consideration of area variances, shall grant only the minimum variance that it shall deem necessary and adequate and, at the same time, preserve and protect the character of the neighborhood and the health, safety and welfare of the community.***

The hardship is not self-created but a function of the need to install a wireless telecommunications facility in an appropriate location (and height) to meet coverage and capacity needs, and provide reliable wireless telecommunications service to Verizon Wireless' Lake Road Cell.

***C. Imposition of conditions. The Town Board, in its consideration of an area variance, and the Zoning Board of Appeals, in its consideration of both use variances and area variances, shall have the authority to impose such reasonable conditions and restrictions as are directly related to and incidental to the proposed use of the property and/or the period of time such variance shall be in effect. Such conditions shall be consistent with the spirit and intent of the zoning ordinance[1] or local law and shall be imposed for the purpose of minimizing any adverse impact such variance may have on the neighborhood or community.***

*[1]: Editor's Note: See Ch. 350, Zoning.*

No response necessary.

***§ 130-25. Enforcement; penalties for offenses.***

*A. Any violation of this chapter or of any order, requirement decision or determination issued by the Commissioner of Public Works, his/her agent or designee pursuant to this chapter is hereby declared to be an offense punishable by a fine not exceeding \$350 or imprisonment for a period not to exceed six months, or both, upon conviction for a first offense; upon conviction for a second offense, both of which offenses were committed within a period of five years, punishable by a fine not less than \$350 nor more than \$700 or imprisonment for a period not to exceed six months, or both; and upon a conviction for a third or subsequent offense, all of which offenses were committed within a period of five years, punishable by a fine of not less than \$700 nor more than \$1,000 or imprisonment for a period not to exceed six months, or both. However, for the purpose of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter or any order, requirement, decision or determination issued by the Commissioner of Public Works, his/her agent or designee, pursuant to this chapter, shall be deemed misdemeanors, and for such purpose only all provisions of law relating to misdemeanors shall apply to such violations. Each day (twenty-four-hour period) of violation shall constitute a separate violation of this chapter.*

No response necessary.

*B. In addition to the penalties provided above, the Town Board may also maintain an action or proceeding to prevent, correct or restrain any violation of this chapter.*

No response necessary.

***§ 130-26. Fees.***

*Fees for applications and permits under this chapter shall be established by resolution of the Webster Town Board.*

No response necessary.

***§ 130-27. Validity, savings and severability.***

*Should any section, paragraph, sentence, clause, word, part or provision of this chapter be declared void, invalid or unenforceable for any reason, such declaration shall not affect the validity of any other part of this chapter which can be given effect without the part(s) declared void, invalid or unenforceable.*

No response necessary.

***§ 130-28. Effective date.***

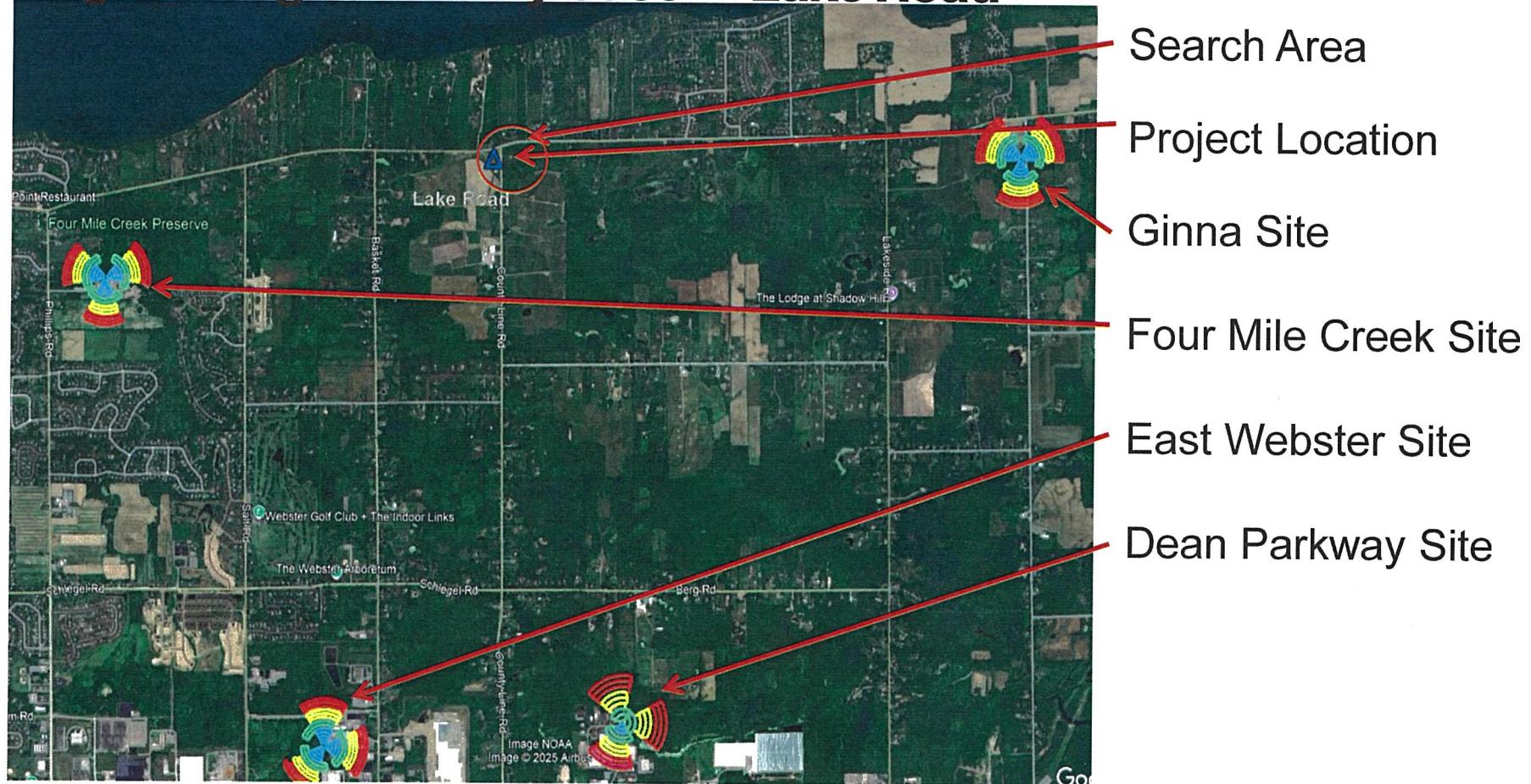
*This chapter shall take effect on January 1, 1997.*

No response necessary.

# **EXHIBIT F**

# Verizon Wireless Communications Facility

## Engineering Necessity Case – “Lake Road”



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

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

**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 can not make a connection which is categorized as a "Gap in Service" lacking adequate and reliable coverage. Where coverage exists but is over utilized this can also result with the user not being able to successfully use the connection which is also a "Gap in Service" and categorized as lacking adequate and reliable coverage. The service deficiencies sought to be remedied by this proposed cell site include a significant number of failed calls, resulting in users being unable to connect and/or maintain a connection capable of supporting a reasonably uninterrupted communication.

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

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

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

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

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

# Project Need Overview

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

- The first serving site is **Four Mile Creek**, located in the Town of Webster, is approximately 2 miles west (of the project location) situated on an existing tower (146' ACL) located off Phillips Rd. While this site provides weak/variable coverage in portions of the project area, it does so from a terrain and or foliage + distance challenged position making the site not capable of efficiently or effectively providing adequate coverage or capacity.
- The second serving site is **East Webster**, located in the Town of Webster, is approximately 2.75 miles south east (of the project location) on an existing tower (163' ACL) off Basket Rd. While this site provides weak/variable coverage in portions of the project area, it does so from a terrain and or foliage + distance challenged position making the site not capable of efficiently or effectively providing adequate coverage or capacity.
- The third serving site is **Ginna**, located in the Town of Webster, is approximately 2.5 miles east (of the project location) situated on an existing tower (120' ACL) off Slocum Rd. While this site provides weak/variable coverage in portions of the project area, it does so from a terrain and or foliage + distance challenged position making the site not capable of efficiently or effectively providing adequate coverage or capacity.

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

The **primary objectives** for this project are to increase capacity and provide and or improve coverage throughout this north portion of the Town of Webster, more specifically portions of Great Lakes Seaway Trail, County Line Rd, Basket Rd, as well as neighboring residential and commercial/public areas along and near these roads. In order to offload capacity from **Four Mile Creek, East Webster and Ginna** sites, a new dominant server must be created. This new dominant coverage will effectively offload the existing overloaded sites/cells as well as provide improved coverage where significant gaps exist today.

Following the search for co-locatable structures to resolve the aforementioned challenges and finding none available, Verizon proposes to attach the necessary antenna(s) to a new tower located near the intersection of **Lake Rd and County Line Rd, Webster, NY 14519**. Verizon's antennas will utilize 120' ACL (Antenna Center Line) with a top of antenna height of 124'. This solution is 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 DVD's) by 2027. 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.<sup>1</sup>

**87%**

Of prospective homebuyers identified faster mobile phone connections as somewhat or very important when looking at 5G and a potential home.<sup>1</sup>

**71%**

of adults live in wireless-only households.<sup>2</sup>

## 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.<sup>1</sup>

**55GB**

17.4 to 55 gigabytes. The average monthly usage of mobile data per smartphone in 2022 and 2028.<sup>1</sup>

**523M**

523 million wireless connections as of 2022.<sup>1</sup>

## 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.

**verizon**

# 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 76% 74%**

Globally, total mobile network data traffic will grow to an estimated 466 EB per month by the end of 2029.<sup>1</sup>

of adults and 86.8% of children live in wireless-only households.<sup>2</sup>

Of Americans say government should make it easier to build wireless networks.<sup>3</sup>

**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.<sup>4</sup>

**240**

Million 911 calls are made annually. In many areas, 80% or more are from wireless devices.<sup>4</sup>

**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

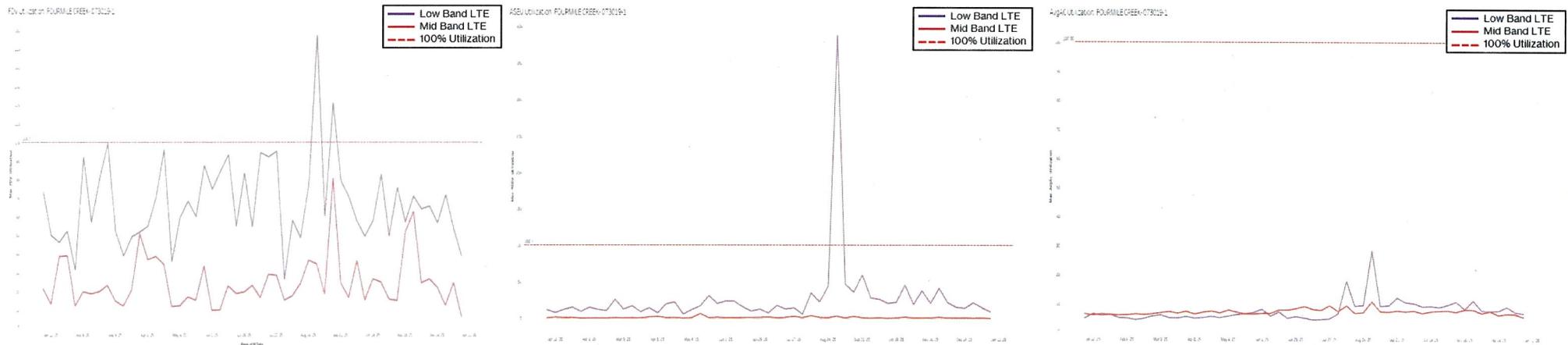


**Capacity** in this analysis is evaluated with up to three metrics further explained below. These metrics assist Verizon traffic planning and RF Engineers in determining actual usage for a given site as well as can be used to project when a site is expected to run out of capacity (i.e. reach a point 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 KPI’s have already exceeded 100% utilization creating a more urgent need in this project area.

# Capacity Utilization (Four Mile Creek Alpha)



**FDV (Forward Data Volume)**, 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.

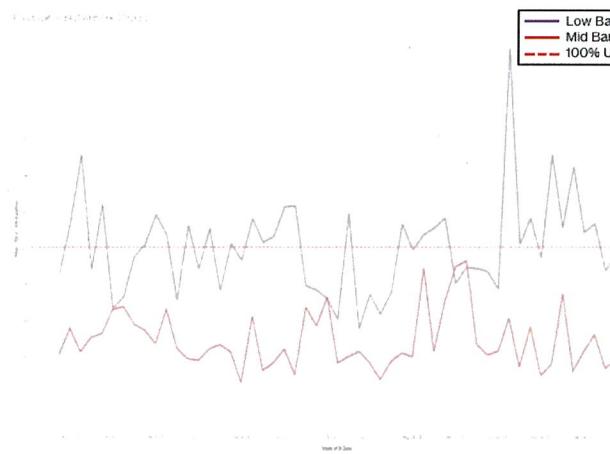
**ASEU (Average Schedule Eligible User)**, shown above is a measurement of the loading of the control channels and systems of a given site. The ASEU load is heavily impacted by distant users or those in poor RF conditions.

**AvgAC (Average Active Connections)**, 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.

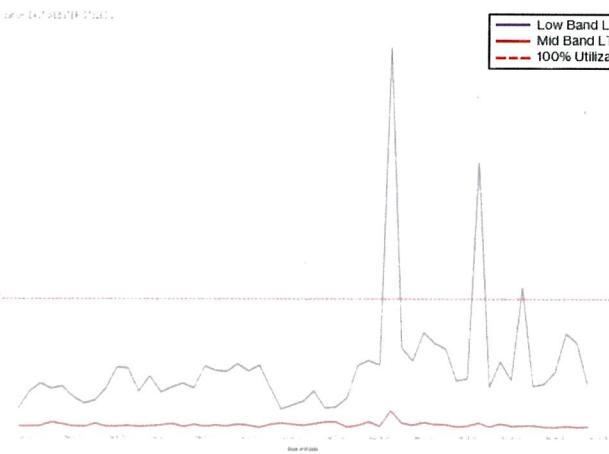
In each graph above, the purple line represents the daily max busy hour Low Band LTE utilization and the dark red line represents the daily max busy hour Mid Band LTE utilization on the **Alpha** sector of the **Four Mile Creek** site. The red dashed line is the limit where the sector reaches exhaustion 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 KPI's. In order to provide adequate and reliable service to **Lake Road** and the surrounding project area, network densification is required.

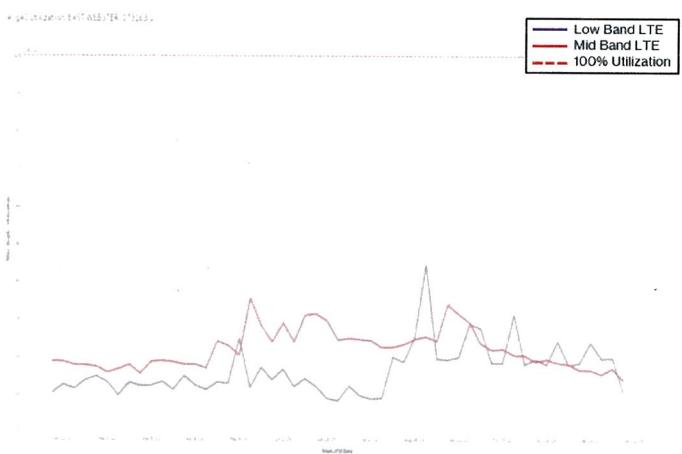
# Capacity Utilization (East Webster Alpha)



**FDV (Forward Data Volume)**, 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 (Average Schedule Eligible User)**, 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.

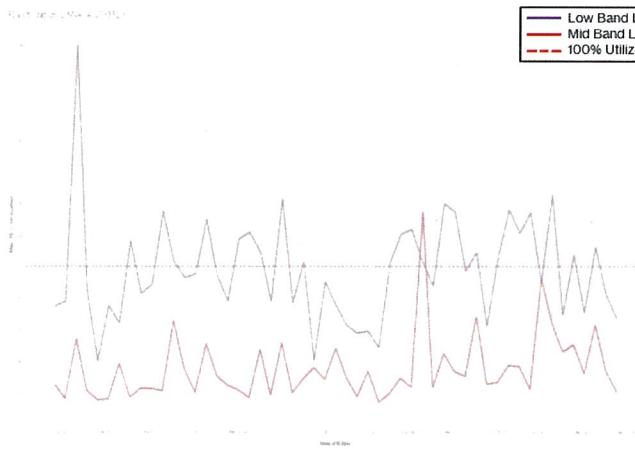


**AvgAC (Average Active Connections)**, shown above is utilization by carrier showing a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection failures and dropped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

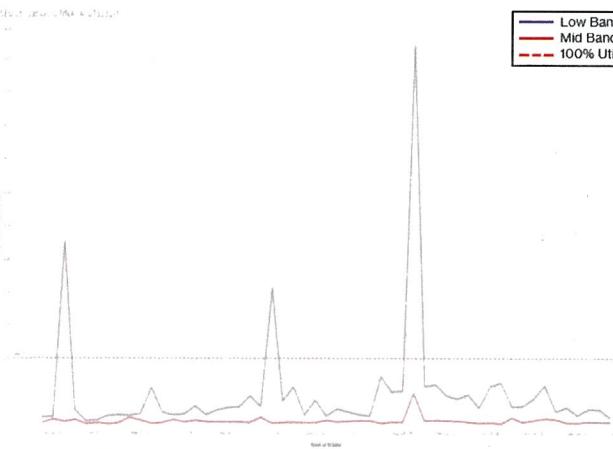
In each graph above, the purple line represents the daily max busy hour Low Band LTE utilization and the dark red line represents the daily max busy hour Mid Band LTE utilization on the **Alpha** sector of the **East Webster** site. The red dashed line is the limit where the sector reaches exhaustion 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 KPI's. In order to provide adequate and reliable service to **Lake Road** and the surrounding project area, network densification is required.

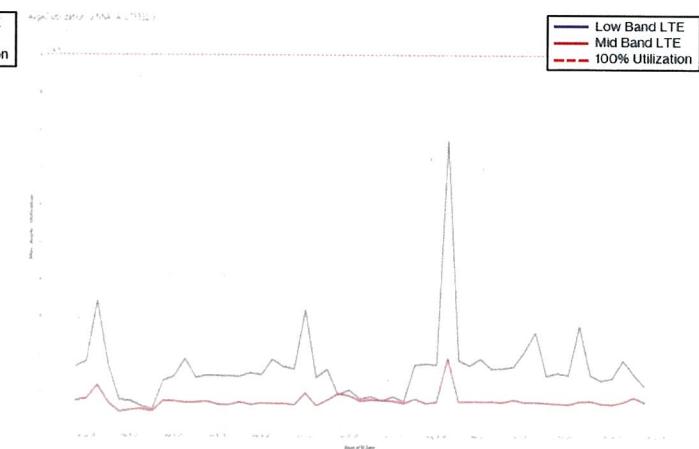
# Capacity Utilization (Ginna Gamma)



**FDV (Forward Data Volume)**, 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 (Average Schedule Eligible User)**, 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.

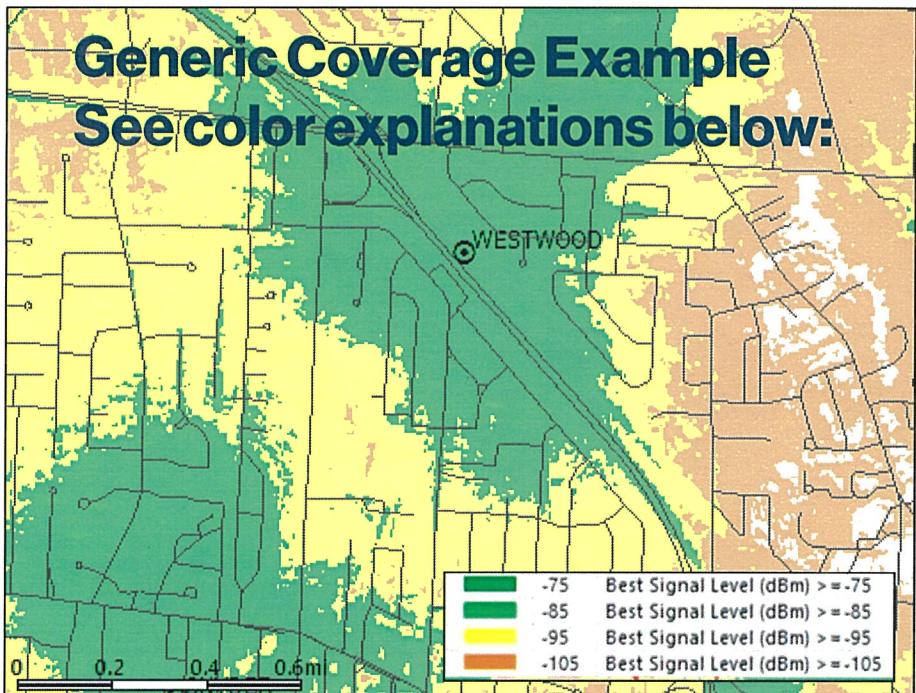


**AvgAC (Average Active Connections)**, shown above is utilization by carrier showing a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection failures and dropped 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 **Ginna** 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 KPI's. In order to provide adequate and reliable service to **Lake Road** and the surrounding project area, network densification is required.

# Explanation of Wireless Coverage



- \*\*Dark Green  $\geq -75$  dBm RSRP, typically serves dense urban areas as well as areas of substantial construction (colleges, hospitals, dense multi family etc.)
- Green  $\geq -85$  dBm RSRP, typically serves suburban single family residential and light commercial buildings
- Yellow  $\geq -95$  dBm RSRP, typically serves most rural/suburban-residential and in car applications
- Orange  $\geq -105$  dBm RSRP, rural highway coverage, subject to variable conditions including fading and seasonality gaps
- White  $< -105$  dBm 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

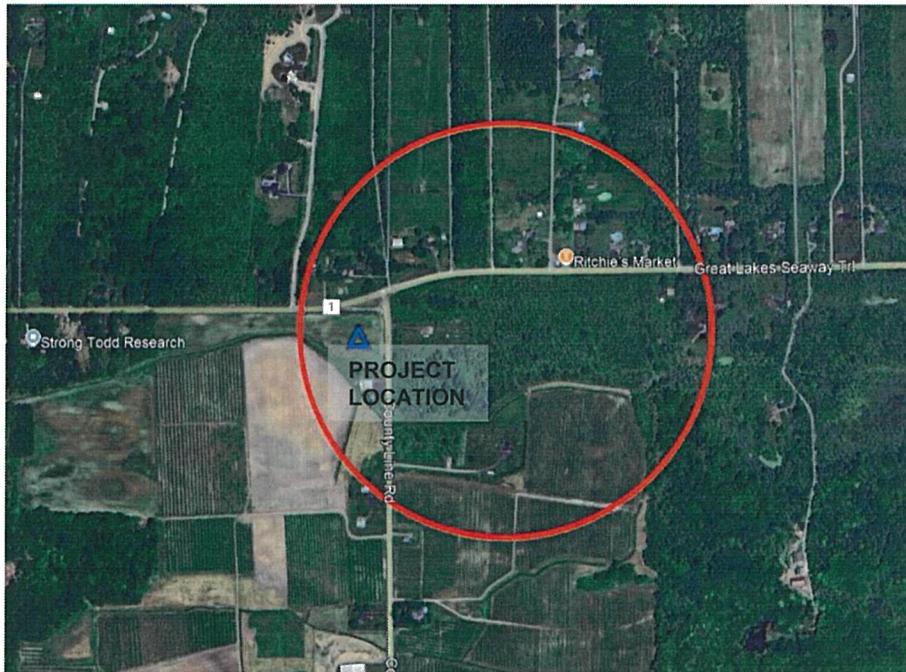
\*\* Not displayed in example map, layer not used in all site justifications

**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 Samsung radio 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.

# Explanation of Lake Road Search Area



## Lake Road Search Area

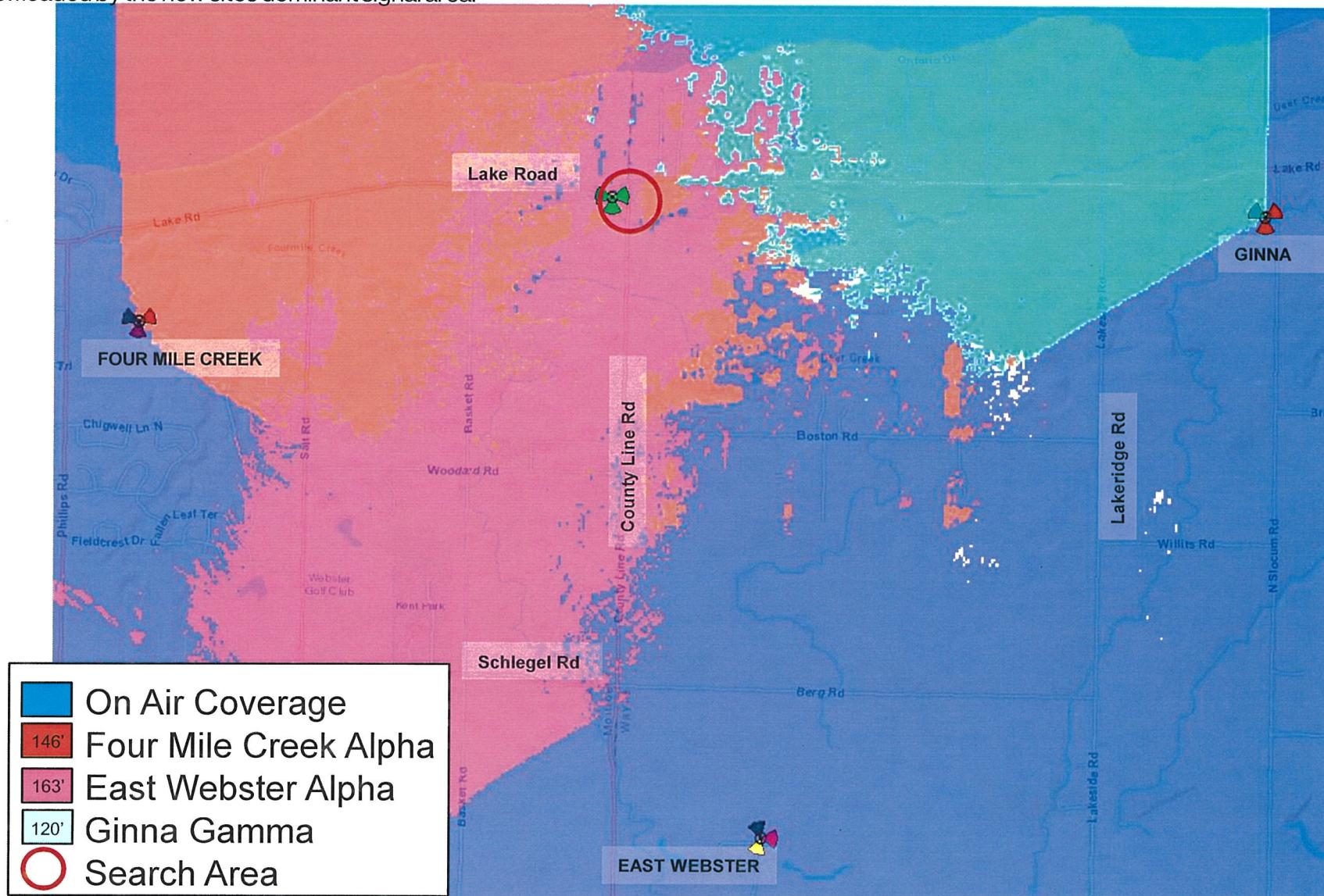
To resolve the coverage and capacity deficiencies previously detailed, Verizon Wireless is seeking to add one new cell facility within this area to improve wireless service capacity and coverage. By providing a new dominant signal area and offloading weak and distant traffic from **Four Mile Creek, East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

# Existing Low Band (700/850MHz) Best Server -105dBm RSRP

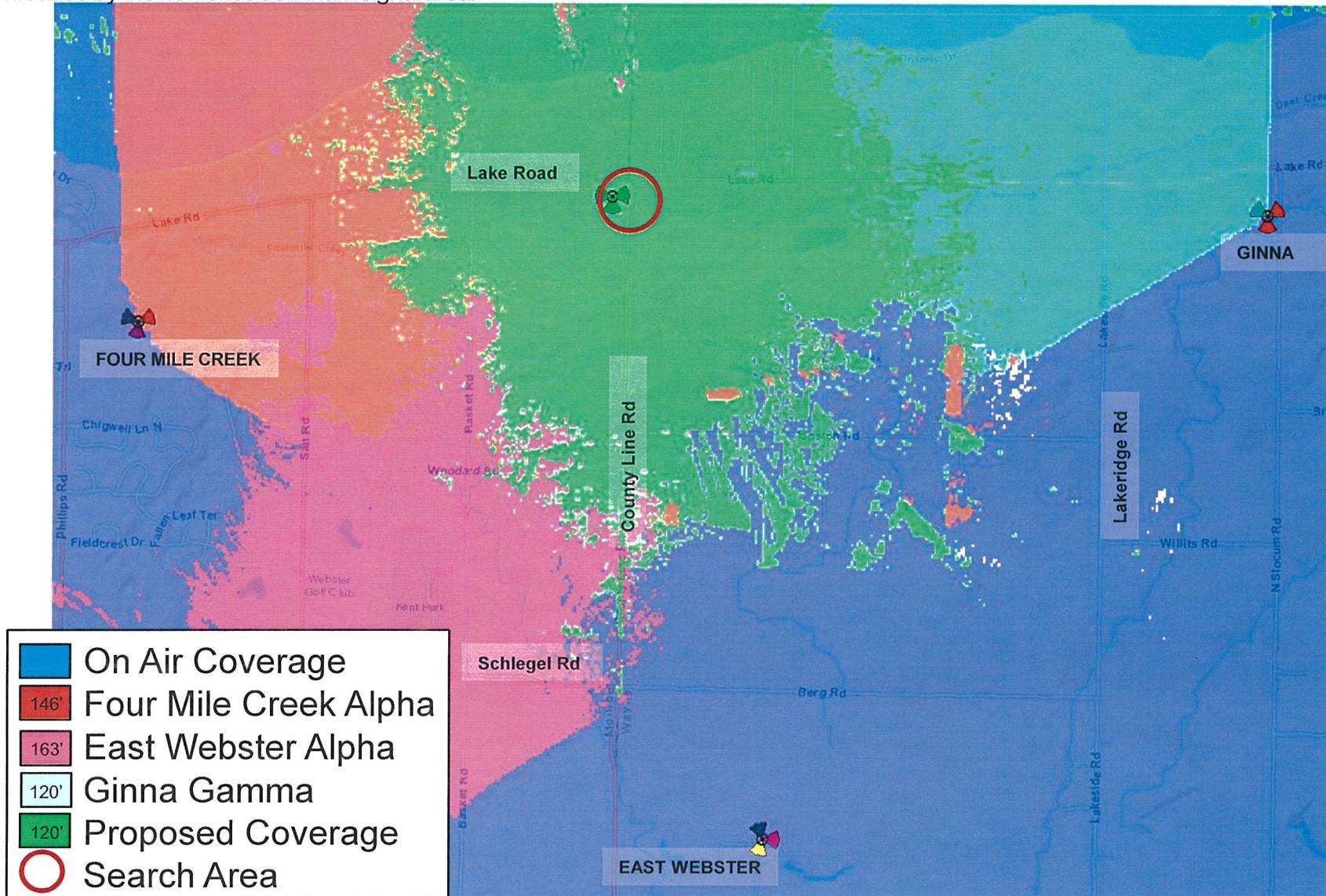
Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.



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 (Low Band) sites. Notice the lack of a dominant server throughout the **Lake Road** project area. This reveals several sites that are stretching their coverage capabilities excessively which results with poor coverage and performance capabilities.

# Proposed Low Band (700/850MHz) Best Server -105dBm RSRP

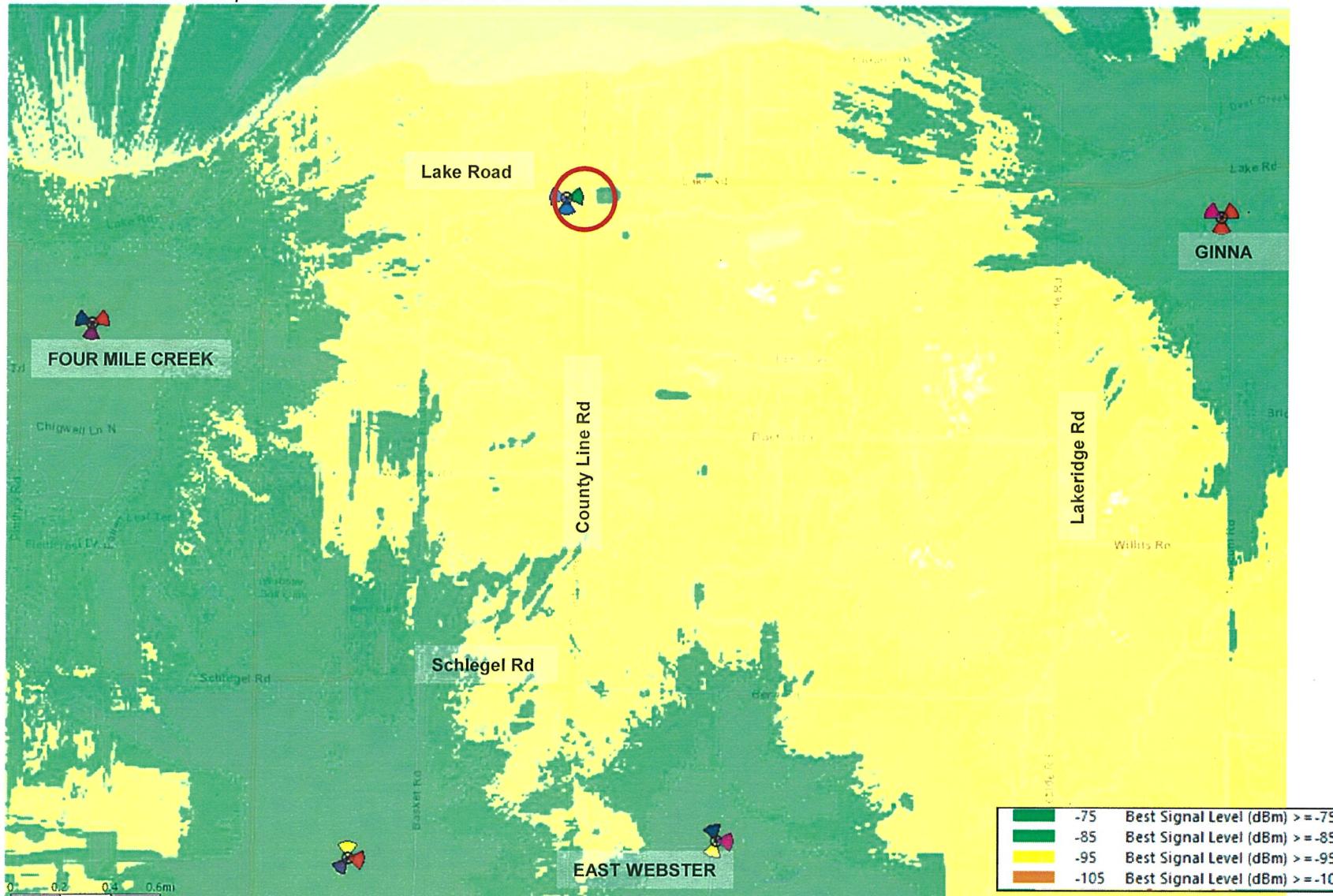
Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.



The map above adds the footprint of the proposed Lake Road site with a 120' ACL coverage 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.

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

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



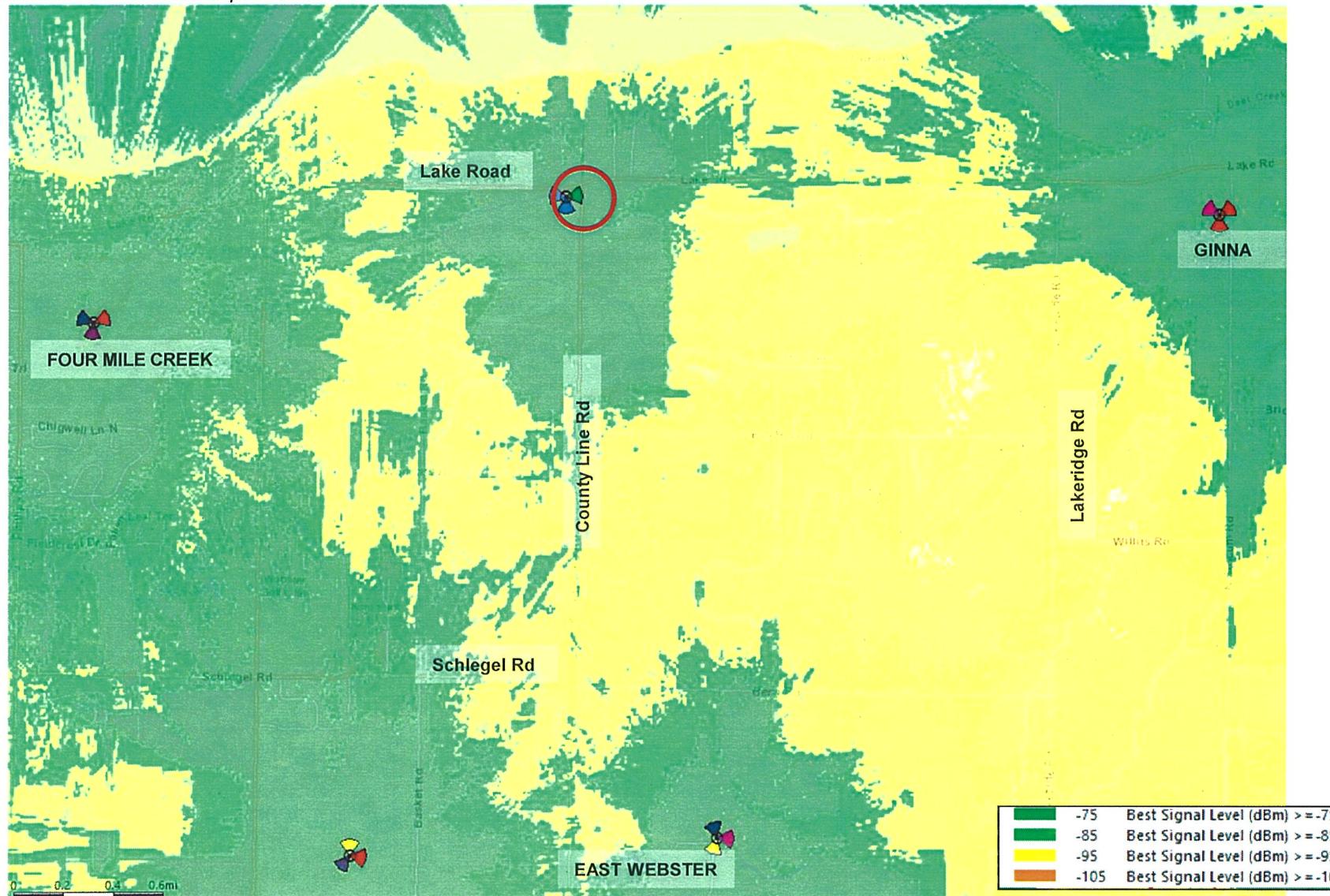
The map above represents low band signal strength coverage from existing sites. While low band generally serves this project area it is subject to overloading as shown in the capacity slides. This overloading in part is due to gaps in adequate and reliable mid band coverage as shown in the following slides. Network densification is needed to resolve these coverage and capacity issues.



**\*PRO TIP** Compare to p12 to better understand the LB best server footprint  
Compare to p15 to visualize the proposed site LB impact

# Proposed Low Band (700/850MHz) Coverage (signal strength)

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



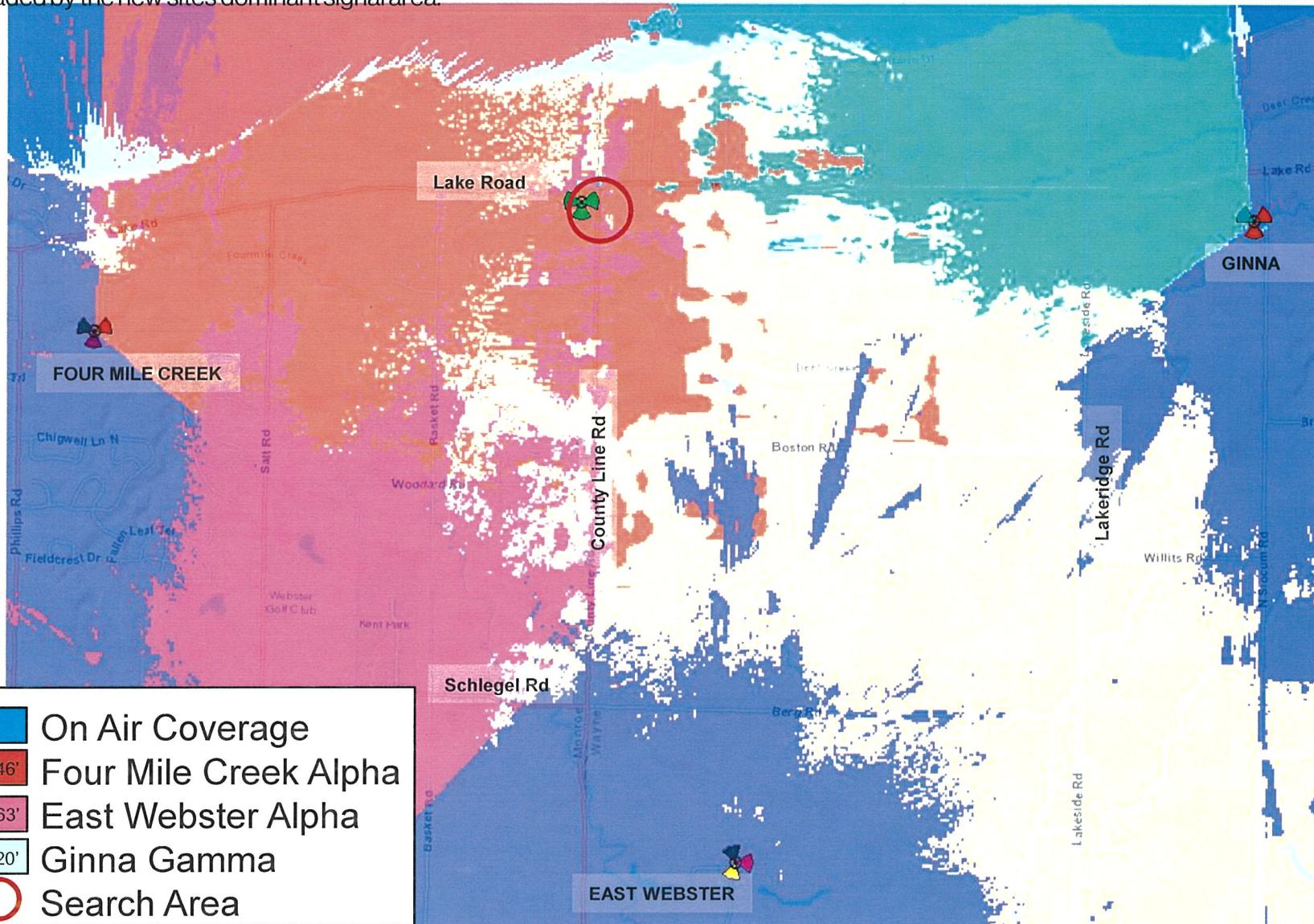
The map above adds low band of the Lake Road site at 120' ACL to the existing coverage map. The significantly improved signal strength corresponds to improved coverage and capacity throughout the identified significant gap areas. This will help to resolve the coverage and capacity issues impacting portions of the Town of Webster.

**verizon**

**\*PRO TIP** Compare to p13 to better understand the LB best server footprint  
Compare to p14 to visualize the proposed site LB impact

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

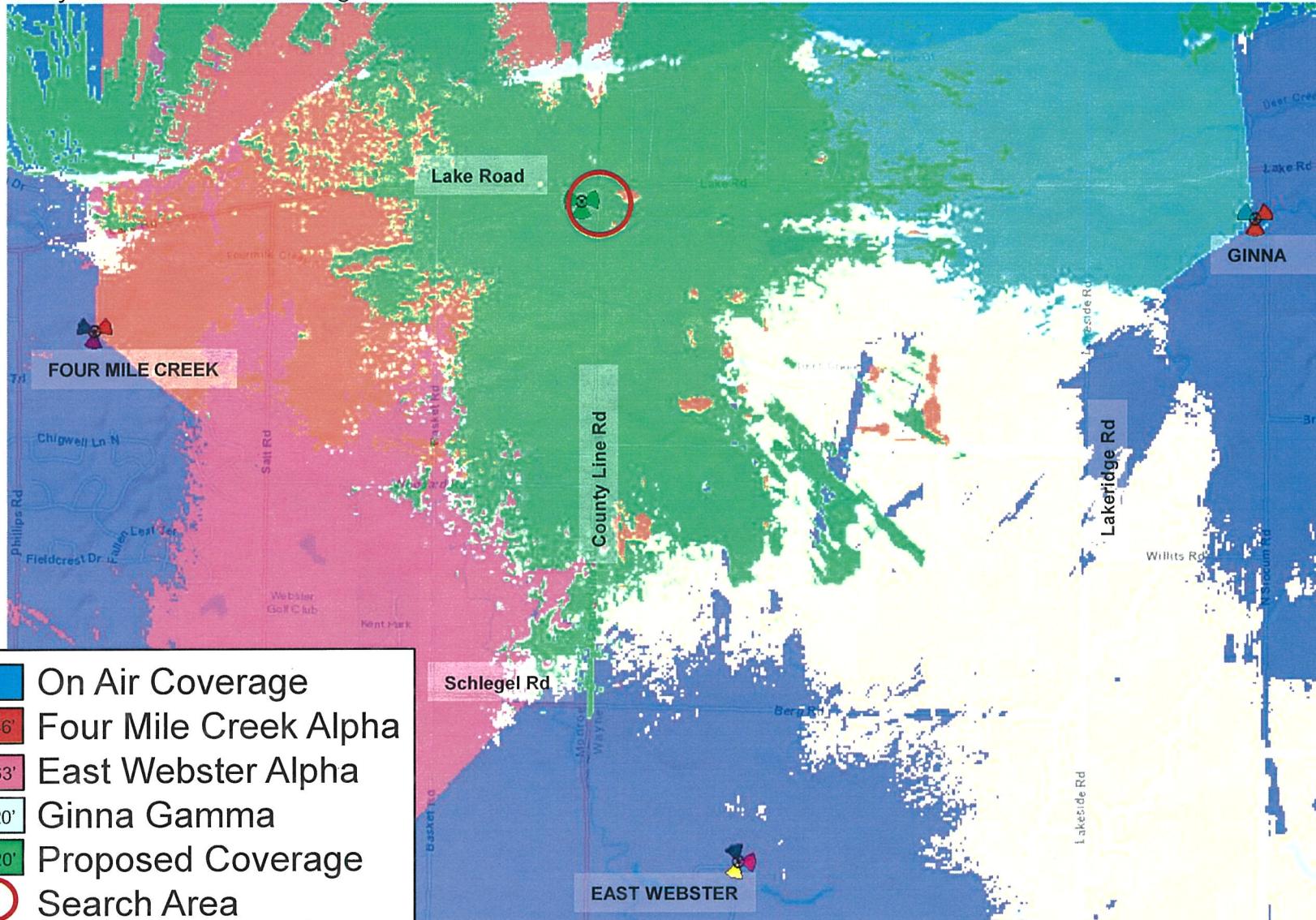
Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.



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 **Lake Road** project area. This reveals several sites that are stretching their mid band coverage capabilities which results with unacceptable coverage and performance.

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

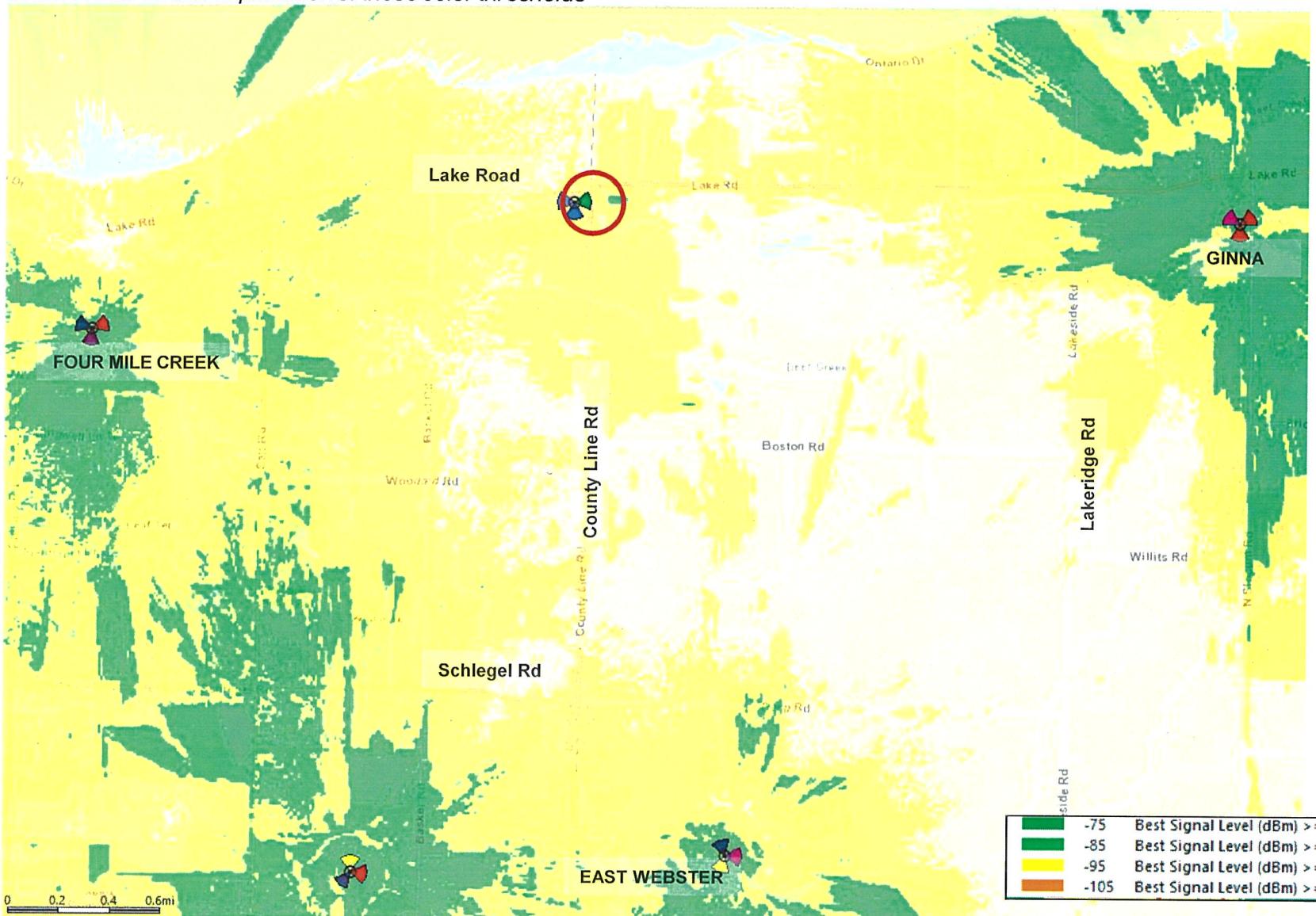
Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.



The map above adds the mid band footprint of the proposed **Lake Road** site with a 120' 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.

# Existing Mid Band (AWS/PCS/C-Band) Coverage (signal strength)

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

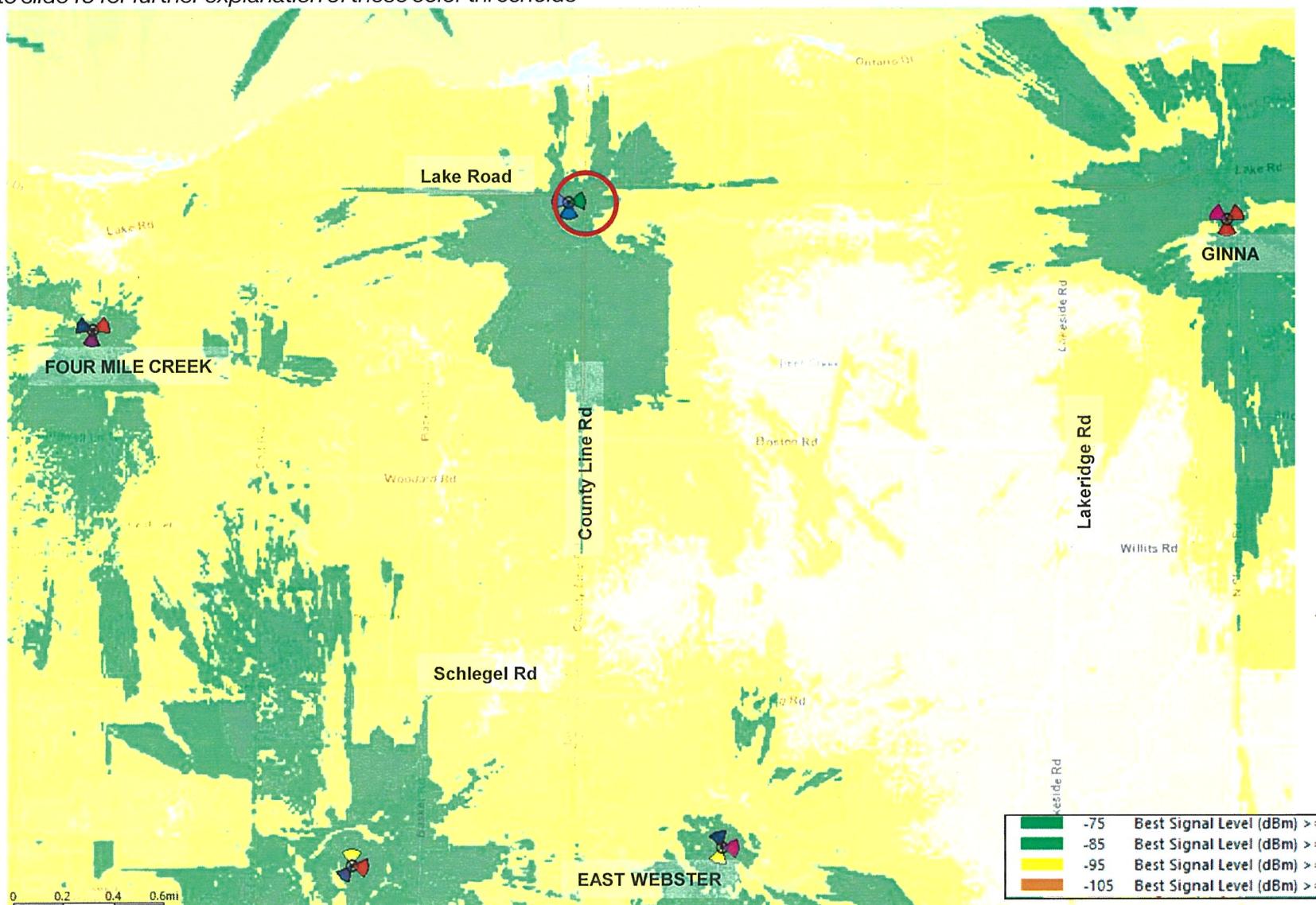


**verizon**

**\*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/C-Band) Coverage (signal strength)

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

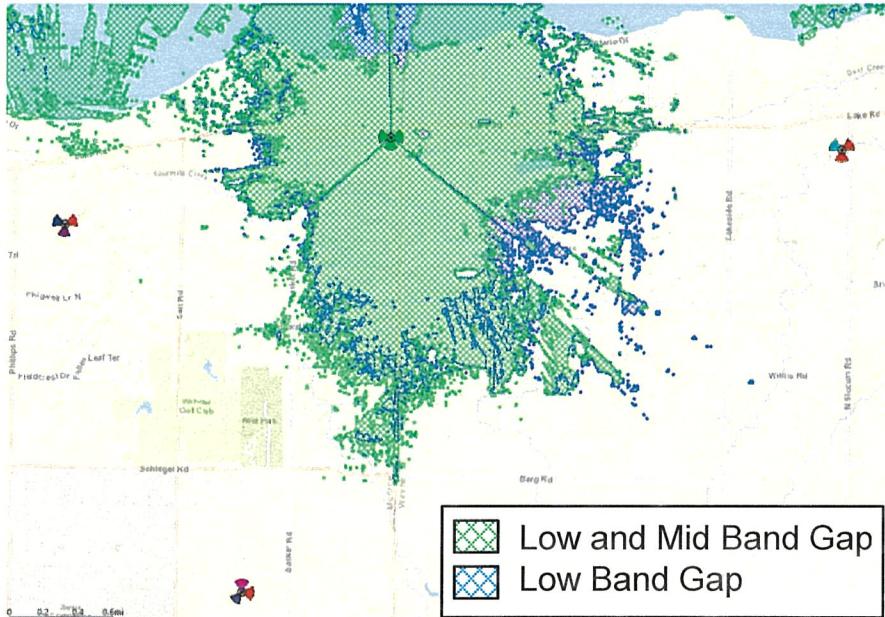


The map above adds mid band of the Lake Road site at 120' ACL to the existing coverage map. The significantly improved signal strength corresponds to improved coverage and capacity throughout the identified significant gap areas. This will help to resolve the coverage and capacity issues impacting portions of the Town of Webster.

**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 proposed site resolves the substantial and significant gaps in coverage and capacity impacting this portion of the **Town of Webster**. These gaps are shown above: The green shaded area represent the gaps in coverage and capacity that the proposed **Lake Road** site with a 120' ACL will resolve.

The network was analyzed to determine whether there is sufficient **RF coverage and capacity** in the **Town of Webster**. 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 its network in these portions of the **Town of Webster** and this project area. The proposed location depicted herein satisfies the identified service gaps and is proposed at the minimum height necessary for adequate and reliable service.

*Timothy S. Zarneke*

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

# **EXHIBIT G**



**BELL ATLANTIC MOBILE SYSTEMS LLC d/b/a  
VERIZON WIRELESS**

**Lake Road**

Lake Rd and County Line Rd, Webster NY

**SITE SELECTION REPORT  
JANUARY 8, 2026**

# **SITE SELECTION REPORT**

1

Verizon Wireless proposes to install and operate a new wireless telecommunications facility, including a new tower structure, associated antennas and equipment and related appurtenances located at the intersection of Lake Rd and Monroe-Wayne County Line Rd, in the Town of Webster, Monroe County, New York. The property is a 7.8-acre parcel. It is primarily all farmland in nature. The Town of Webster permits wireless telecommunications facilities in the LL zoning district upon the issuance of a special use permit from the Town Board and site plan approval from the Planning Board

## **1. NEED FOR FACILITY**

### **(a) Problem**

The process of identifying a technologically appropriate location, as well as the need for this communications facility are as provided in the Radio Frequency (“RF”) Engineering Necessity Case report (“RF Justification”) prepared by Verizon Wireless’ RF Design Engineer. As indicated in that report, when a Verizon Wireless RF Engineer identifies coverage gaps in the system or sites that have or will reach data capacity exhaustion or lack of coverage, they issue a “search area” or “search ring”. A search area is a geographical area located within the inadequately serviced area, and it is designed such that if a wireless telecommunications facility is located within the search area, and installed at an appropriate height, it will likely provide the required coverage. For the most part, locations outside of the search area will fail to provide adequate service to the cell. Due to technological constraints and existing topography, there is limited flexibility as to where a new facility can be located and still function properly within the existing wireless network. The goal of the search area is to define the general locations for placement of a cell site that will provide adequate service in the subject cell and work properly as part of the overall network.

### **(b) Solution**

A search area was developed for this portion of the Brockport area to address certain network deficiencies identified in the accompanying RF Justification. As shown in **Figure 1**, the search area is centered near the intersection of Lake Rd and County Line Rd. The search ring is depicted by the red circle in Figure 1. The goal of the search area is to define the permissible location for placement of a cell site that will provide adequate coverage to users of Verizon Wireless’ services in the target cell, and also work properly as part of the overall network.

## **2. SEARCH RING ANALYSIS**

### **(a) Geography & Topography**

The Lake Rd search area is located on border of Monroe County and Wayne County in the Town of Webster. The search area can be identified as a mixture of some farmland, suburban residential properties and some wetlands. Topography in the area is fairly flat throughout the search area. 320' AMSL north to south across the search area that was also factored into the candidate selection. **Figure 2** depicts an overlay of the Search Area on an aerial tax map for the area.

### **(b) Land Use**

The Search Area is made up of a mixture of farms and suburban residential properties. The Search Area is located in Monroe County in the Town of Webster and Town of Ontario.

### **(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 facility.

**Figure 1** - Depicts the Search Area.

**Figure 2** – Depicts an overlay of the Search Area with candidates and Tax Map and Wetlands/Floodplains overlay.

**Figure 3**- Depicts a three-mile radius from the proposed tower location and existing towers or tall structures identified.

## **3. ZONING CONSIDERATIONS**

### **(a) Collocation**

Verizon Wireless routinely seeks to install its antennas and equipment on an existing communication towers or other tall structures, including municipally owned properties (“co-location”), whenever feasible. Local communities universally favor co-location because they can minimize the number of wireless telecommunications towers in an area and many municipalities even provide a streamlined application review process. Co-location is often listed as the highest siting priority in a local municipality’s Zoning Law. In addition to the streamlined zoning application process, co-location is preferred by wireless providers because it is generally a less expensive and more timely option, compared to the installation of a new tower facility.

Unfortunately, there are no suitable towers or tall structures in the surrounding area viable for the installation of Verizon Wireless’ antennas and equipment. The closest existing tower located 2.1

miles west would not meet Verizon's RF objective since that site is too far away from where the new cell is needed and too close to other Verizon existing or proposed sites.

After carefully investigating the properties within the Search Area, it was evident that there are no structures or buildings tall enough to provide the relief needed. Based on the foregoing, co-location is not a viable option, and a new tower facility is necessary.

**(b) New Structure on Municipally owned Property**

As its next priority, Verizon Wireless generally seeks to locate wireless telecommunication facilities on municipally owned property. These locations are often preferred by municipalities as the second preference behind co-location as it allows municipalities to benefit from a rental stream for the leased premises. There weren't any municipal owned properties within the search area for consideration.

**(c) New Structure on Privately-owned Property**

When it is not feasible to co-locate on an existing tower or tall structure, Verizon Wireless must find an appropriate site that can accommodate a new communications structure. In doing so, the Site Acquisition Specialist attempts to identify properties in the search area large enough to accommodate the facility and any required bulk area requirements such as set back and fall zones that may exist in the local zoning law. In addition, other characteristics such as existing compatible land use and existing mature vegetation that can screen the facility are considered. Access, land use, the presence of wetlands, floodplains and other contributing factors are also examined, as well as construction-related issues.

**4. CANDIDATE/ALTERNATIVES ANALYSIS**

After a comprehensive investigation of the Search Area, no existing towers or tall structures were identified and/or suitable for co-location within or near the limits of the search area. Because of the large nature of the parcels within the search area and need to accommodate the zoning requirements of the town, a total of seven (7) parcels were identified in the Lake Road area as being potential candidates for a new communications facility. All the parcels considered within the Search Area are large, ranging from 5.1 to 154 acres. The parcels contain farmland and rural residential structures. The parcels in the Search Area are on Lake Road or County Line Road. Coverage within the Lake Road area is the primary objective for this site and terrain and environmental conditions like wetlands were major factors for determining the primary location. The locations are identified in **Figure 2**. A summary of the properties is detailed below.

**Candidate A:** (Selected Candidate)

Tax parcel#: 037.03-1-44      151.8 acres      LAKE RD & MONROE-WAYNE COUNTY LINE RD

Town of Webster | Monroe County

Zoning District: LL - Large Lot Single Family Residential District

Owner: Windmill Farms LLC, David & Judith Coene

This parcel was identified as the primary candidate by Verizon Wireless' RF Engineer due to the property's elevation and ability to resolve the existing network issues in this portion of the area, including properties along Lake Rd. There is adequate space for a 100' x 100' lease area for a telecommunications tower and compound located in the eastern portion of the parcel. As shown on the site plans, the location of a 125' tall tower will meet 100% tower setbacks from the nearby property boundaries. This property was selected by RF as the primary candidate because it satisfies the RF coverage requirements.

**Candidate B:**

Tax parcel#: 60118-00-995953      154 acres      7390 County Line Rd

Town of Ontario | Wayne County

Zoning District: RR – Rural Residential District

Owner: Windmill Farms LLC, David & Judith Coene

Candidate B is approx. 154 acres within the search area. The site is currently a large farm. The property owner expressed interest in this project only if the tower could be placed outside of the farmland. However, within this parcel there is no space outside the farmland to place the tower.

**Candidate C:**

Tax parcel#: 60119-00-994221      18.28 acres      180 Lake Road

Town of Ontario | Wayne County

Zoning District: RR – Rural Residential District

Owner: Gary & Wendy Smith

Candidate C is approx. 18.28 acres within the center of the search area. This location is currently a densely wooded area. This parcel does have a large area covered by wetlands. The parcel is within the RR - Rural Residential District zoning district.

**Multiple attempts to engage the property owner resulted in no interest.**

**Candidate D:**

Tax parcel#: 60119-00-995332      10.59 acres      131 Lake Road

Town of Ontario | Wayne County

Zoning District: RR – Rural Residential District

Owner: Catherine Kilcrease

Candidate D is approx. 10.59 acres within the northern portion of the search area. It is a residential property with a small wetland on the parcel. The site is within the RR - Rural Residential District zoning district.

**Multiple attempts to engage the property owner resulted in no interest.**

**Candidate E:**

Tax parcel#: 60119-00-963349      10.76 acres      95 Lake Road

Town of Ontario | Wayne County

Zoning District: RR – Rural Residential District

Owner: Jennifer Jerome-Roberts

Candidate E is approx. 10.76 acres within the northern portion of the search area. Parcel is undeveloped, tree cutting would be required at this parcel. The site is within the RR - Rural Residential District zoning district.

**Multiple attempts to engage the property owner resulted in no interest.**

**Candidate F:**

Tax parcel#: 60119-00-928376      16.68 acres      73 Lake Road

Town of Ontario | Wayne County

Zoning District: RR – Rural Residential District

Owner: William L. Kolstad

Candidate F is approx. 16.68 acres within the northern portion of the search area. The site is a residential lot with an open field. Parcel is within an RR – Rural Residential District zoning district. After meeting with M. Kolstad, they have no interest in the project.

**Property owner was not interested.**

**Candidate G:**

Tax parcel#: 037.03-1-42      5.10 acres      1880 Lake Road

Town of Webster | Monroe County

Zoning District: LL - Large Lot Single Family Residential District

Owner: John Myers

Candidate G is approx. 5.10 acres within the eastern portion of the search area. The site is a residential lot with an open field. The site is within an RR – Rural Residential District zoning district. This is the smallest parcel considered, setbacks would be difficult to meet in this location.

**Multiple attempts to engage the property owner resulted in no interest.**

**5. SUMMARY**

After canvassing this Search Area, it has been determined that Candidate A was the only available site after a thorough investigation of alternatives. The RF Engineer has verified that this property will adequately meet RF coverage/capacity objectives for a new Macro Facility. The property is currently being used as farmland. The property is also large enough to accommodate the proposed facility while meeting setback requirements and avoiding disturbances to the wetlands. The owner and Verizon have entered into a ground lease agreement for the Facility, and a favorable site design has been completed and approved by both parties. This macro site is intended to provide increased wireless telecommunications coverage in an area where Verizon Wireless' existing macro cell network is overburdened by demand and is lacking coverage for its 4th Generation LTE Network.

Thank you,  
**Nico Facey**  
*Project Manager*

**NETWORK BUILDING + CONSULTING**  
1777 Sentry Parkway W | VEVA 17, Suite 400 | Blue Bell, PA | 19422



**FIGURE 1**  
**Verizon Wireless**  
**Lake Road Search Area**

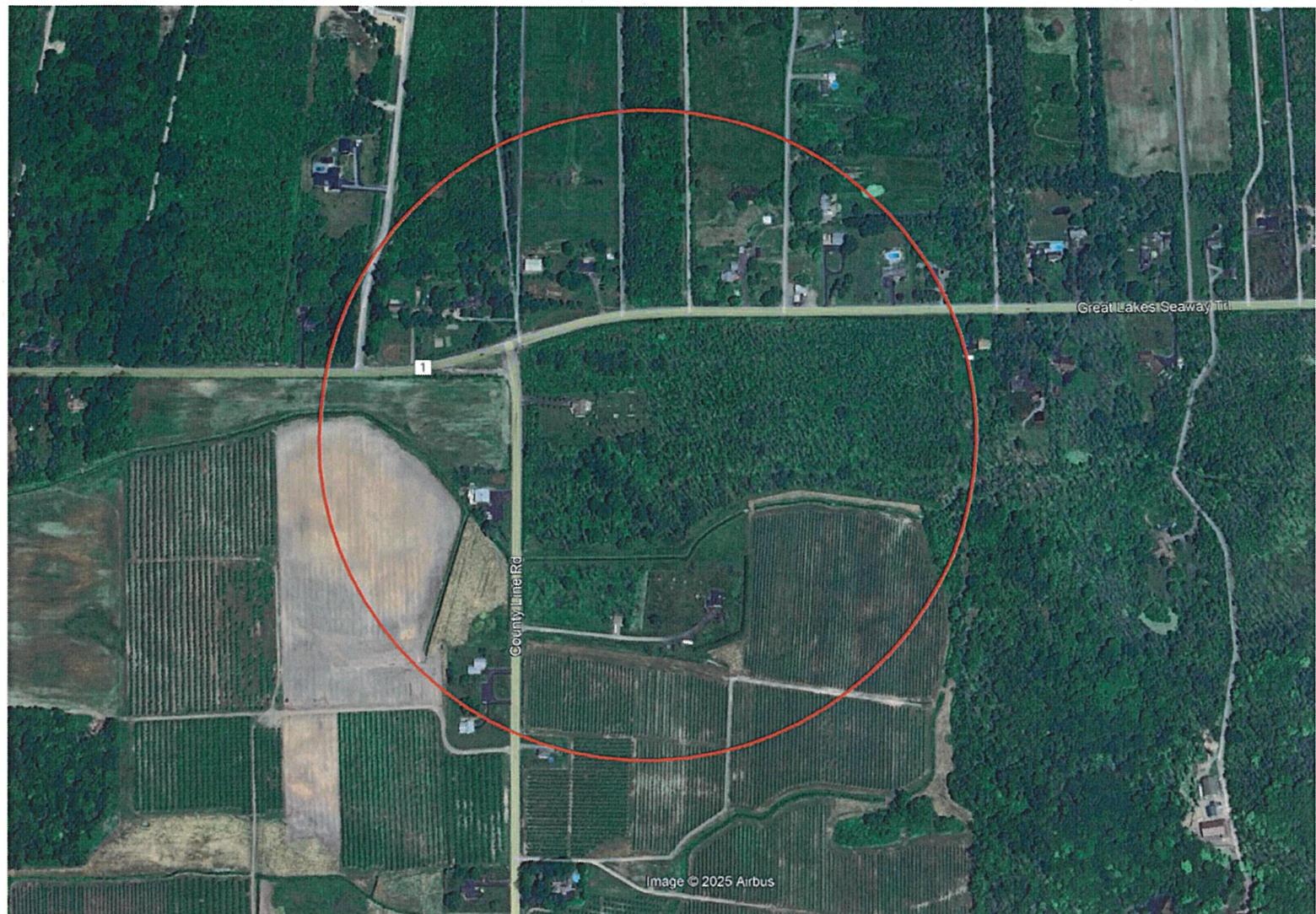
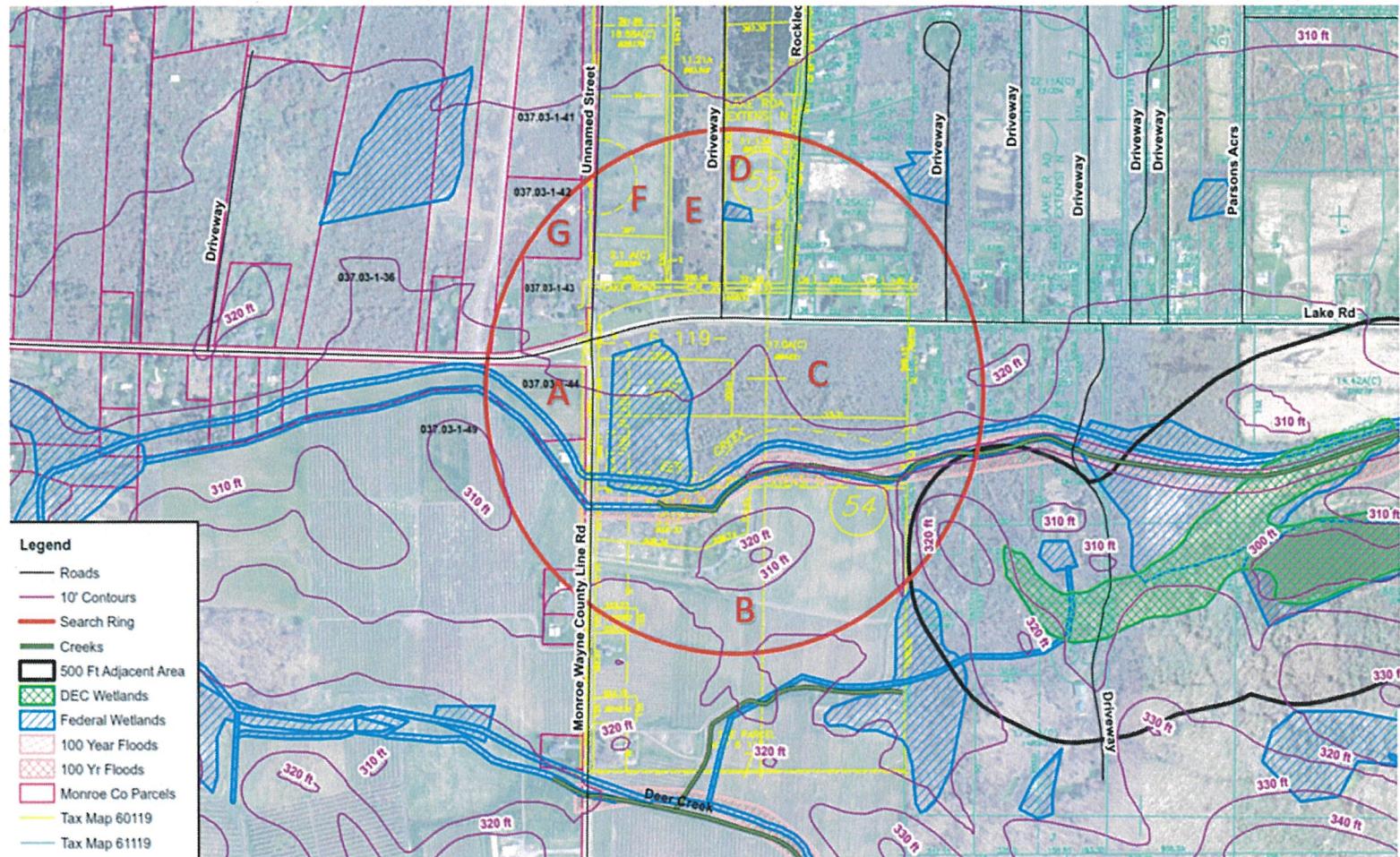
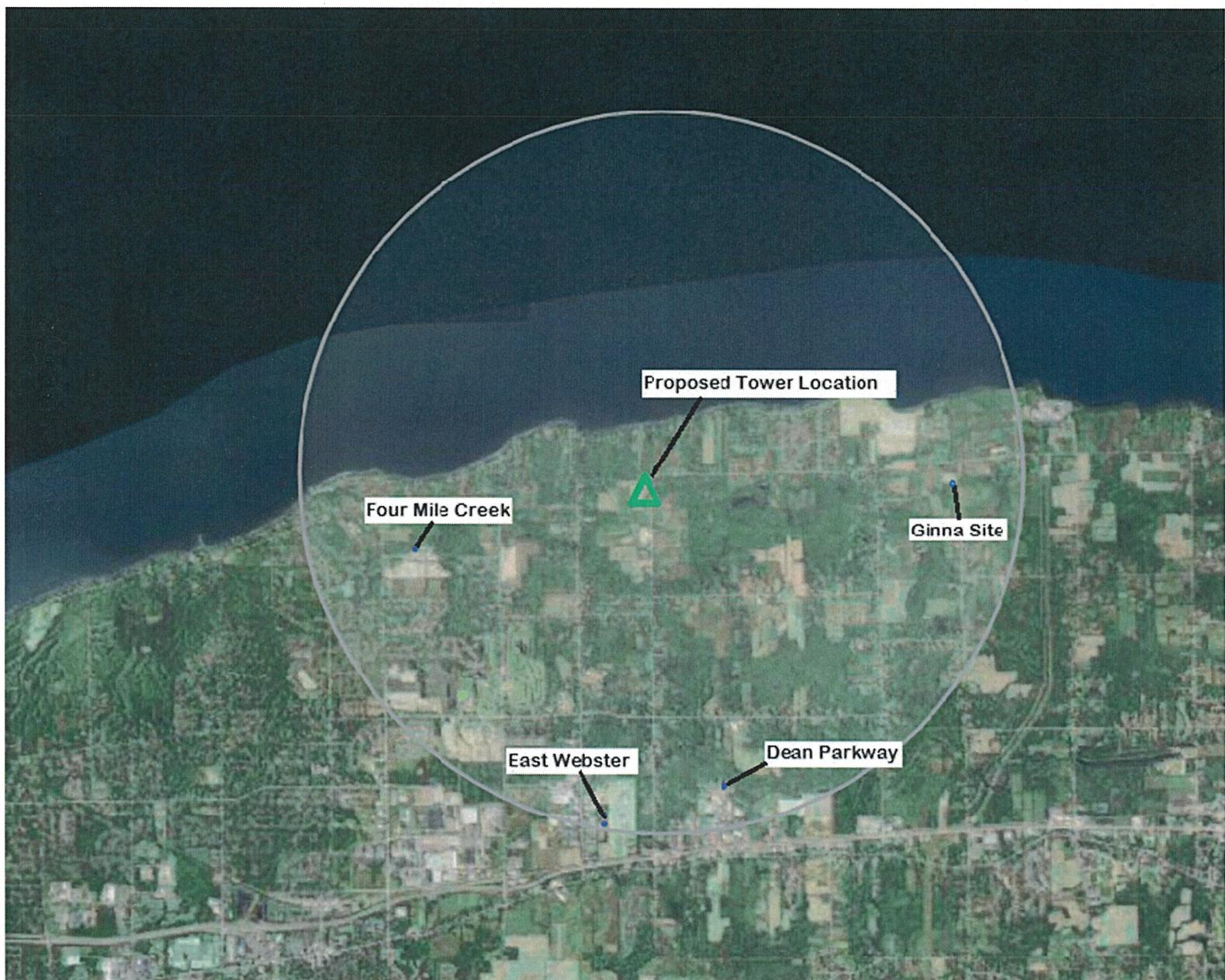


FIGURE 2

Verizon Wireless  
Lake Road Search Area with Candidates and Tax Map and  
Wetlands/Floodplains Overlay



**FIGURE 3**  
**Three Mile Radius from Proposed Tower Location Showing Existing  
Towers/Tall Structures**



# **EXHIBIT H**

***Full Environmental Assessment Form***  
***Part 1 - Project and Setting***

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

Name of Action or Project: Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless - Lake Road Wireless Telecommunications Facility		
Project Location (describe, and attach a general location map): Intersection of Lake Rd & Monroe-Wayne County Line Rd. Webster, NY 14580 (Town of Webster, Monroe County) (T.A.#037.03-1-44, 7.8± per Co. GIS)		
Brief Description of Proposed Action (include purpose or need): Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless is proposing the construction of a wireless telecommunications facility. The facility will consist of a 125' monopole (with proposed 4' lightning rod) that will support a Verizon Wireless antenna array at 120' AGL, and two future carriers below; ground based improvements include outdoor equipment cabinets on a 11'x12.5' concrete slab with an ice canopy over it, a cable bridge, 10' H-frame, a 50 kW diesel generator with tertiary containment tank on a 4'x8' concrete slab, all enclosed by a 36'x76', 7' tall chain link fence with a 1' barbed wire top. The compound, generator, proposed tower, wireless telecommunications equipment, and meter board are all to be located within an 100'x100' lease area. Access to the site will utilize a proposed 12' wide gravel driveway off of Lake Road (County Route 1) to the proposed tower location.		
Name of Applicant/Sponsor: Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless		
Telephone: 585-943-2623 E-Mail: kathy.pomponio@verizonwireless.com		
Address: 1275 John Street, Suite 100		
City/PO: West Henrietta		
State: NY Zip Code: 14586		
Project Contact (if not same as sponsor; give name and title/role): Nixon Peabody-Robert Burgdorf, Esq.		
Telephone: 585-263-1333 E-Mail: rburgdorf@nixonpeabody.com		
Address: 211 High Point Drive, Suite 110		
City/PO: Victor		
State: NY Zip Code: 14564		
Property Owner (if not same as sponsor): Windmill Farms LLC		
Telephone: E-Mail:		
Address: 193 County Line Road		
City/PO: Ontario		
State: NY Zip Code: 14519		

## B. Government Approvals

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Town of Webster: Planning Board - Site Plan Approval; Special Use Permit	December 2025
c. City, Town or <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals	Town of Webster: Planning Board - Area Variance	December 2025
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Monroe County DOT - Highway Permit	December 2025
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
iii. Is the project site within a Coastal Erosion Hazard Area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

## C. Planning and Zoning

### C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the  Yes  No only approval(s) which must be granted to enable the proposed action to proceed?

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

### C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?  Yes  No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?  Yes  No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway;  Yes  No Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)

If Yes, identify the plan(s):

NYS Heritage Areas:West Erie Canal Corridor

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c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan,  Yes  No or an adopted municipal farmland protection plan?

If Yes, identify the plan(s):

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### C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance?  Yes  No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

LL (LARGE LOT SINGLE FAMILY RESIDENTIAL)

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No  
If Yes,

i. What is the proposed new zoning for the site? \_\_\_\_\_

### C.4. Existing community services.

a. In what school district is the project site located? Webster Central School District

b. What police or other public protection forces serve the project site?

Webster Police Department, Monroe County Sheriff's Department, NYS Police

c. Which fire protection and emergency medical services serve the project site?

Penfield Webster EMS, Northeast Joint Fire District

d. What parks serve the project site?

Four Mile Creek Preserve

## D. Project Details

### D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Wireless Telecommunications Facility

b. a. Total acreage of the site of the proposed action? 7.8± acres  
b. Total acreage to be physically disturbed? 0.33± acres  
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.44± acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed?  Yes  No

iii. Number of lots proposed? \_\_\_\_\_

iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No

i. If No, anticipated period of construction: \_\_\_\_\_ months

ii. If Yes:

- Total number of phases anticipated \_\_\_\_\_
- Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year
- Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_

f. Does the project include new residential uses? If Yes, show numbers of units proposed.				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<table border="0"> <tr> <td><u>One Family</u></td> <td><u>Two Family</u></td> <td><u>Three Family</u></td> <td><u>Multiple Family (four or more)</u></td> </tr> </table>				<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>	
<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>					
Initial Phase								
At completion of all phases								
g. Does the proposed action include new non-residential construction (including expansions)? If Yes,				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<ol style="list-style-type: none"> <li>Total number of structures <u>1</u></li> <li>Dimensions (in feet) of largest proposed structure: <u>129'</u> height; <u>      </u> width; and <u>      </u> length</li> <li>Approximate extent of building space to be heated or cooled: <u>      </u> N/A square feet</li> </ol>								
h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? If Yes,				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<ol style="list-style-type: none"> <li>Purpose of the impoundment: _____</li> <li>If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____</li> <li>If other than water, identify the type of impounded/contained liquids and their source. _____</li> </ol>								
<ol style="list-style-type: none"> <li>Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres</li> <li>Dimensions of the proposed dam or impounding structure: _____ height; _____ length</li> <li>Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____</li> </ol>								
<b>D.2. Project Operations</b>								
a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes:								
<ol style="list-style-type: none"> <li>What is the purpose of the excavation or dredging? _____</li> <li>How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? <ul style="list-style-type: none"> <li>• Volume (specify tons or cubic yards): _____</li> <li>• Over what duration of time? _____</li> </ul> </li> <li>Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____</li> </ol>								
iv. Will there be onsite dewatering or processing of excavated materials? If yes, describe. _____				<input type="checkbox"/> Yes <input type="checkbox"/> No				
<ol style="list-style-type: none"> <li>What is the total area to be dredged or excavated? _____ acres</li> <li>What is the maximum area to be worked at any one time? _____ acres</li> <li>What would be the maximum depth of excavation or dredging? _____ feet</li> <li>Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> </ol>								
ix. Summarize site reclamation goals and plan: _____								
b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If Yes:								
<ol style="list-style-type: none"> <li>Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____</li> </ol>								

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

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iii. Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No

If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

- Do existing sewer lines serve the project site?  Yes  No
- Will a line extension within an existing district be necessary to serve the project?  Yes  No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No

If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

\_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)

\_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)

ii. Describe types of new point sources. \_\_\_\_\_

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? \_\_\_\_\_

- If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_
- Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

Construction equipment

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

N/A

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

Standby 50KW Diesel Generator with tertiary containment tank

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No

ii. In addition to emissions as calculated in the application, the project will generate:

- \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
- \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
- \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
- \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Estimate methane generation in tons/year (metric): _____	
ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____	
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____	
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend	
<input type="checkbox"/> Randomly between hours of _____ to _____.	
ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____	
iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____	
iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No	
v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:	
vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No	
vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No	
viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No	
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:	
i. Estimate annual electricity demand during operation of the proposed action: _____ 70,000 kwh	
ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): Local Utility	
iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
l. Hours of operation. Answer all items which apply.	
i. During Construction:	
<ul style="list-style-type: none"> <li>• Monday - Friday: _____ 7am - 6pm</li> <li>• Saturday: _____ 7am - 6pm</li> <li>• Sunday: _____ N/A</li> <li>• Holidays: _____ N/A</li> </ul>	
ii. During Operations:	
<ul style="list-style-type: none"> <li>• Monday - Friday: _____ 24 Hours</li> <li>• Saturday: _____ 24 Hours</li> <li>• Sunday: _____ 24 Hours</li> <li>• Holidays: _____ 24 Hours</li> </ul>	

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes:	
i. Provide details including sources, time of day and duration:	
During construction _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Describe: _____	
n. Will the proposed action have outdoor lighting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes:	
i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:	
(1) 25W flood light mounted on H-frame activated with spring wound timer, 8' +/- above grade	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Product(s) to be stored _____	
ii. Volume(s) _____ per unit time _____ (e.g., month, year)	
iii. Generally, describe the proposed storage facilities: _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Describe proposed treatment(s):	_____
ii. Will the proposed action use Integrated Pest Management Practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Describe any solid waste(s) to be generated during construction or operation of the facility:	
• Construction: _____ tons per _____ (unit of time)	
• Operation: _____ tons per _____ (unit of time)	
ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:	
• Construction: _____	
• Operation: _____	
iii. Proposed disposal methods/facilities for solid waste generated on-site:	
• Construction: _____	
• Operation: _____	

s. Does the proposed action include construction or modification of a solid waste management facility? If Yes:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____	
ii. Anticipated rate of disposal/processing:	<ul style="list-style-type: none"> <li>• _____ Tons/month, if transfer or other non-combustion/thermal treatment, or</li> <li>• _____ Tons/hour, if combustion or thermal treatment</li> </ul>
iii. If landfill, anticipated site life: _____ years	
t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____	
ii. Generally describe processes or activities involving hazardous wastes or constituents: _____	
iii. Specify amount to be handled or generated _____ tons/month	
iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____	
v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: provide name and location of facility: _____	
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____	

## E. Site and Setting of Proposed Action

<b>E.1. Land uses on and surrounding the project site</b>				
a. Existing land uses.				
i. Check all uses that occur on, adjoining and near the project site.				
<input type="checkbox"/> Urban <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Rural (non-farm) <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____				
ii. If mix of uses, generally describe:				
<hr/> <hr/> <hr/>				
b. Land uses and covertypes on the project site.				
Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)	
• Roads, buildings, and other paved or impervious surfaces	0.00	0.14±	+0.14	
• Forested				
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.02±	0.17±	+0.15	
• Agricultural (includes active orchards, field, greenhouse etc.)	7.39±	7.10±	-0.29	
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.39±	0.39±	0.00	
• Wetlands (freshwater or tidal)				
• Non-vegetated (bare rock, earth or fill)				
• Other Describe: _____				

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ <input type="checkbox"/> Yes <input type="checkbox"/> No ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ iii. Describe any development constraints due to the prior solid waste activities: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <input type="checkbox"/> Yes – Spills Incidents database _____ Provide DEC ID number(s): _____ <input type="checkbox"/> Yes – Environmental Site Remediation database _____ Provide DEC ID number(s): _____ <input type="checkbox"/> Neither database _____ ii. If site has been subject of RCRA corrective activities, describe control measures: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____	

v. Is the project site subject to an institutional control limiting property uses?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
<ul style="list-style-type: none"> <li>• If yes, DEC site ID number: _____</li> <li>• Describe the type of institutional control (e.g., deed restriction or easement): _____</li> <li>• Describe any use limitations: _____</li> <li>• Describe any engineering controls: _____</li> <li>• Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No</li> <li>• Explain: _____ _____ _____</li> </ul>										
<b>E.2. Natural Resources On or Near Project Site</b>										
a. What is the average depth to bedrock on the project site? _____ >7 feet										
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %										
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">CIB - Collamer Silt Loam</td> <td style="width: 10%; text-align: right;">44 %</td> </tr> <tr> <td>HuB - Hudson Silt Loam</td> <td style="text-align: right;">56 %</td> </tr> <tr> <td></td> <td style="text-align: right;">%</td> </tr> </table>			CIB - Collamer Silt Loam	44 %	HuB - Hudson Silt Loam	56 %		%		
CIB - Collamer Silt Loam	44 %									
HuB - Hudson Silt Loam	56 %									
	%									
d. What is the average depth to the water table on the project site? Average: _____ 1.5-2 feet										
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"><input type="checkbox"/> Well Drained:</td> <td style="width: 10%; text-align: right;">% of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> Moderately Well Drained:</td> <td style="text-align: right;">100 % of site</td> </tr> <tr> <td><input type="checkbox"/> Poorly Drained</td> <td style="text-align: right;">% of site</td> </tr> </table>			<input type="checkbox"/> Well Drained:	% of site	<input checked="" type="checkbox"/> Moderately Well Drained:	100 % of site	<input type="checkbox"/> Poorly Drained	% of site		
<input type="checkbox"/> Well Drained:	% of site									
<input checked="" type="checkbox"/> Moderately Well Drained:	100 % of site									
<input type="checkbox"/> Poorly Drained	% of site									
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"><input checked="" type="checkbox"/> 0-10%:</td> <td style="width: 10%; text-align: right;">100 % of site</td> </tr> <tr> <td><input type="checkbox"/> 10-15%:</td> <td style="text-align: right;">% of site</td> </tr> <tr> <td><input type="checkbox"/> 15% or greater:</td> <td style="text-align: right;">% of site</td> </tr> </table>			<input checked="" type="checkbox"/> 0-10%:	100 % of site	<input type="checkbox"/> 10-15%:	% of site	<input type="checkbox"/> 15% or greater:	% of site		
<input checked="" type="checkbox"/> 0-10%:	100 % of site									
<input type="checkbox"/> 10-15%:	% of site									
<input type="checkbox"/> 15% or greater:	% of site									
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe: _____										
h. Surface water features.										
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
ii. Do any wetlands or other waterbodies adjoin the project site? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes to either i or ii, continue. If No, skip to E.2.i.										
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Streams: Name Deer Creek and Tribs Regulation #847-572</td> <td style="width: 10%; text-align: right;">Classification C</td> </tr> <tr> <td>Lakes or Ponds: Name _____</td> <td style="text-align: right;">Classification _____</td> </tr> <tr> <td>Wetlands: Name Freshwater Forested/Shrub Wetland&amp;Riverine</td> <td style="text-align: right;">Approximate Size 5.96 - PFO1B/16.42 R2UBHx</td> </tr> <tr> <td>Wetland No. (if regulated by DEC) _____</td> <td></td> </tr> </table>			Streams: Name Deer Creek and Tribs Regulation #847-572	Classification C	Lakes or Ponds: Name _____	Classification _____	Wetlands: Name Freshwater Forested/Shrub Wetland&Riverine	Approximate Size 5.96 - PFO1B/16.42 R2UBHx	Wetland No. (if regulated by DEC) _____	
Streams: Name Deer Creek and Tribs Regulation #847-572	Classification C									
Lakes or Ponds: Name _____	Classification _____									
Wetlands: Name Freshwater Forested/Shrub Wetland&Riverine	Approximate Size 5.96 - PFO1B/16.42 R2UBHx									
Wetland No. (if regulated by DEC) _____										
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, name of impaired water body/bodies and basis for listing as impaired: _____										
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
j. Is the project site in the 100-year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
k. Is the project site in the 500-year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Name of aquifer: _____										

m. Identify the predominant wildlife species that occupy or use the project site: Small mammals _____ Birds _____ _____	
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: <ul style="list-style-type: none"><li>• Currently: _____ acres</li><li>• Following completion of project as proposed: _____ acres</li><li>• Gain or loss (indicate + or -): _____ acres</li></ul>	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Species and listing (endangered or threatened): _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
<b>E.3. Designated Public Resources On or Near Project Site</b>	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: MONRcn6	
b. Are agricultural lands consisting of highly productive soils present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No i. If Yes: acreage(s) on project site? 7.8 Acres +/- ii. Source(s) of soil rating(s): 2025 NY Agricultural Land Classification Monroe County - HuB: 3, CIB: 3	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

c. 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?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:		
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District		
ii. Name: _____		
iii. Brief description of attributes on which listing is based: _____		
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:		
i. Describe possible resource(s): _____		
ii. Basis for identification: _____		
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:		
i. Identify resource: Great Lakes Seaway Trail		
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): National Scenic Byway - Lake Road / County Route 1		
iii. Distance between project and resource: .05 miles.		
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:		
i. Identify the name of the river and its designation: _____		
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?		<input type="checkbox"/> Yes <input type="checkbox"/> No

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

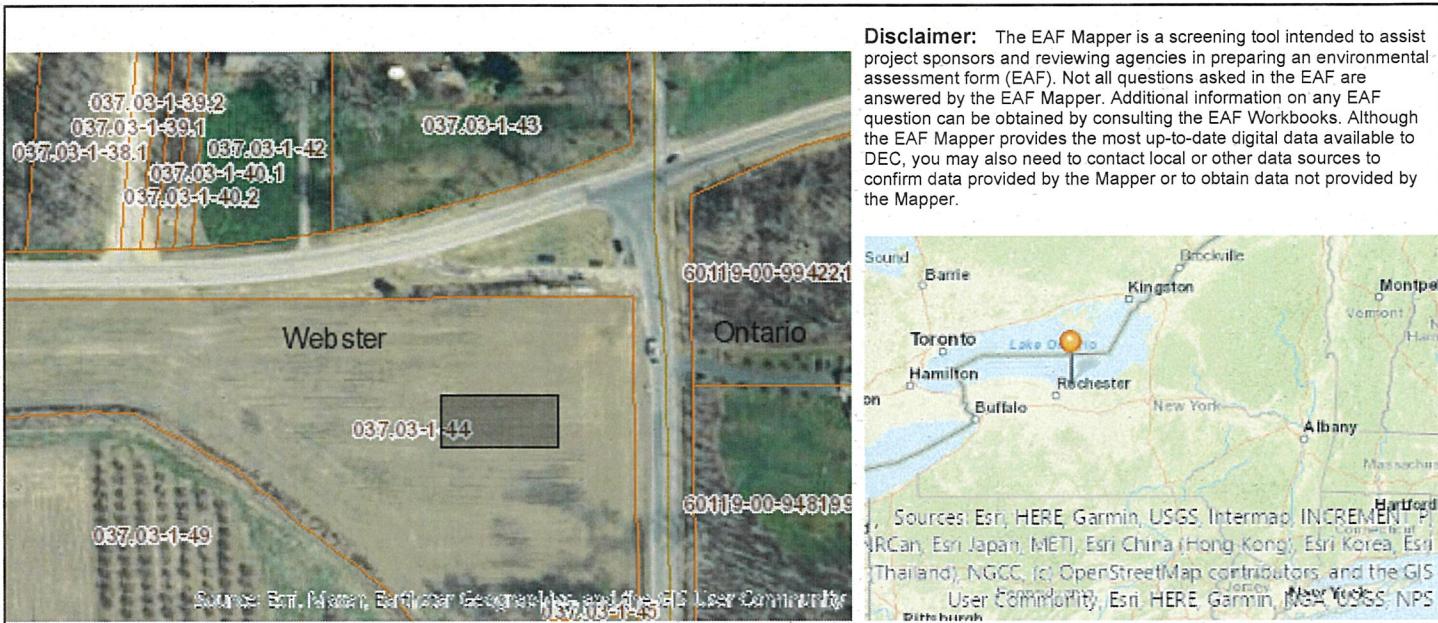
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Bell Atlantic Mobile Systems, LLC Date 11/11/2025

Signature David A. Weisenreder, P.E. Title Project Engineer-Costich Engineering, DPC



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquiters]	No

E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	MONRcn6
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

## Appendix B

State Environmental Quality Review  
Visual EAF AddendumLake Road  
Project No 9161  
11/14/2025

This form may be used to provide additional information relating to Question 11 of Part 2 of the Full EAF.  
(To be completed by Lead Agency)

Visibility	Distance Between Project and Resource (in Miles)				
	0-1/4	1/4-1/2	1/2-3	3-5	5+
1. Would the project be visible from:					
A.) A parcel of land which is dedicated to and available to the public for the use, enjoyment and appreciation of natural or man-made scenic qualities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.) An overlook or parcel of land dedicated to public observation, enjoyment and appreciation of natural or man-made scenic qualities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.) A site or structure listed on the National or State Registers of Historic Places?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.) State Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.) The State Forest Preserve?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F.) National Wildlife Refuges and state game refuges?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G.) National Natural Landmarks and other outstanding natural features?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H.) National Park Service lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J.) Rivers designated as National or State Wild, Scenic or Recreational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K.) Any transportation corridor of high exposure, such as part of the Interstate System, or Amtrak?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L.) A governmentally established or designated interstate or inter-county foot trail, or one formally proposed for establishment or designation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M.) A site, area, lake, reservoir or highway designated as scenic?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N.) Municipal Park, or designated open space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P.) County Road? *	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
R.) State? *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S.) Local Road? *	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the visibility of the project seasonal? (i.e. screened by summer foliage, but visible during other seasons?)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
3. Are any of the resources checked in questions 1 used by the public during the time of year during which the project will be visible?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

**DESCRIPTION OF EXISTING VISUAL ENVIRONMENT**

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

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

5. Are there visually similar projects within:

\* 1/4 mile       Yes       No \*
   
 \* 1 mile       Yes       No \*
   
 \* 1 1/2 miles       Yes       No \*
   
 \* 3 miles       Yes       No \*

\* Distance from project sites are provided for assistance. Substitute other distances as appropriate.

**EXPOSURE**

6. The annual number of viewers likely to observe the proposed project is 73,365\*

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

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

\*Refer to attached sheet

## SUPPLEMENTAL DATA FOR VISUAL EAF ADDENDUM

### 1. (M): Seaway Trail, Lake Road

1P.) County

County Roads	Distance Between Project & Resource (Miles)	County Roads	Distance Between Project & Resource (Miles)
CR 1, Lake Rd.	0.04 – 0.28		
CR 2, Monroe Wayne County Line Rd.	0.04 – 0.72	CR 4, Basket Rd.	0.63 – 0.66

1R.) State Roads

State Roads	Distance Between Project & Resource (Miles)

### 1S.) Local Roads

Local Roads	Distance Between Project & Resource (Miles)	Local Roads	Distance Between Project & Resource (Miles)
Local Road(s)	Distance Between Project & Resource (Miles)	Local Road(s)	Distance Between Project & Resource (Miles)
Rockledge Dr.	0.24 – 0.42		

<b>Area</b>		<b>= Est. # of Viewers</b>
Estimate Traffic: Lake Road	$2009 \times 10\%$	= 201

$$\begin{array}{lcl} \text{Total Average Daily Viewers} & = & 201 \\ & \times & 365 \text{ days per year} \end{array}$$

Total Estimated Viewers per Year = 73,365/year

# **EXHIBIT I**



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

## **CO-LOCATION POLICY**

Verizon's co-location policy is as follows:

Verizon encourages and promotes co-location, both by allowing other providers to locate on its towers, and by attempting to locate its facilities on other providers' towers.

Verizon maintains the following requirements for other wireless telecommunication providers who desire to locate on Verizon's facilities:

1. The other provider must pay Verizon appropriate and fair compensation reflecting Verizon's investment in the engineering, legal, construction, material, and related costs for the site and facility;
2. The co-location must be technologically feasible both in terms of radio frequency transmissions and structural integrity of the tower; and
3. The other provider must have a similar policy of co-location for Verizon and its affiliated/related companies.

# **EXHIBIT J**

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "**Agreement**") is made by and between Windmill Farms, LLC ("**Lessor**"), with a mailing address of 193 County Line Road, Ontario, New York 14519 and Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless ("**Lessee**"), with a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

### WITNESSETH

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

1. **GRANT.** Lessor hereby grants to Lessee the right to install, maintain, replace, add and operate communications equipment ("**Use**") upon a portion of that real property owned, leased or controlled by Lessor located at 0 Lake Road, Webster, New York 14580 in the Town of Webster, Monroe County, New York, Tax Map No. 037.03-1-44 (the "**Property**"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The portion of the Property Lessee has rights to for its Use is approximately 10,000 square feet and is more particularly described and/or depicted on Exhibit "B" attached hereto and made a part hereof (together with the Easements granted pursuant to Paragraph 5, collectively referred to herein as the "**Premises**").

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for five (5) years beginning on the earlier of: (i) twenty-four (24) months after the Effective Date or (ii) the first day of the month after Lessee begins installation of Lessee's communications equipment on the Premises (the "**Commencement Date**"). Lessee shall notify Lessor in writing, including electronic mail, of the Commencement Date, which Lessor shall confirm. Notwithstanding anything to the contrary set forth herein, Rent shall accrue starting on the Commencement Date.

3. **EXTENSIONS.** The initial term of this Agreement shall automatically be extended for four (4) additional 5-year terms unless Lessee gives Lessor written notice of its intent to terminate at least three (3) months prior to the end of the initial term or then current extension term, as applicable. The initial term and any extension terms shall be collectively referred to herein as the "**Term**".

4. **RENT.**

a. Rent payments shall begin on the Commencement Date and be due at a total annual rent of [REDACTED] (the "**Rent**"), to be paid in equal monthly installments on the first day of the month, in advance, to Lessor at 193 County Line Road, Ontario, New York 14519, or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment due date by notice given in accordance with Paragraph 4.d below. Rent shall accrue starting on the Commencement

Date; however, the initial Rent payment(s) will be delivered no later than ninety (90) days after: (i) Lessee's receipt of the Rental Documents (as defined in Paragraph 4.c), or (ii) the written acknowledgement confirming the Commencement Date, whichever is later. Upon agreement of the Parties, Lessee may pay Rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee. Each year during the Term, as of the anniversary of the Commencement Date, annual Rent shall increase by [REDACTED] over the Rent for the immediately preceding year.

b. As additional consideration for this Agreement, Lessee shall pay Lessor a one-time, non-refundable, lump-sum signing bonus of [REDACTED] ("**Signing Bonus**") no later than ninety (90) days after: (i) Lessee's receipt of the Rental Documents (as defined in Paragraph 4.c), or (ii) the Effective Date, whichever is later. The Signing Bonus shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date (the "**Due Diligence Period**"). Lessor agrees that the Signing Bonus is fair and adequate consideration for the Due Diligence Period, and Lessor recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This paragraph does not impact whether or not Lessee chooses to install Lessee's communications equipment on the Premises and commence the Term.

c. For any party to whom Rent payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully-executed state and local withholding forms if required; (iii) Lessee's payment direction form, and (iv) other documentation to verify Lessor's or such other party's right to receive rental as is reasonably requested by Lessee (collectively, the "**Rental Documents**"). If the Rental Documents are not provided by Lessor, or there is a change to the Lessor payee, Rent shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver Rent payments to Lessor or its designee or successor in interest, as applicable, until thirty (30) days after Lessee receives the required Rental Documents. Thereafter, Lessee shall deliver the accrued Rent payments in accordance with the Rental Documents.

d. Lessor must register in the Verizon Landlord Connect portal ("**VLC Portal**") at <https://landlordconnect.verizon.com> and shall utilize the VLC Portal to submit changes to Lessor's account information (e.g. notice address, ownership information, banking details, email address), provide Rental Documents, view rental payments, submit an invoice/bill (e.g. utilities) for payment, and to access this Agreement or certificates of insurance.

5. ACCESS/UTILITIES. Lessee shall have the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of Lessee's communications equipment over or along one or more rights-of-way ("**Easements**") shown or described on Exhibit "B". Lessee may use the Easements for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by Lessee for the operation of Lessee's communications equipment. In the event it is necessary, Lessor agrees to grant Lessee or the service provider the right to install such services on, through, over and/or under the Property, provided the

location of such services shall be reasonably approved by Lessor. Notwithstanding the foregoing, the Parties hereby agree that all such support services that are buried shall be buried in locations that avoid disrupting the roots of existing orchard trees. Support services shall be buried at least forty-eight (48) inches below the surface of the ground. Any deviation from this requirement must be approved in writing by Lessor and supported by a geological survey demonstrating the infeasibility of meeting the standard depth requirement. Lessee shall have the right to install underground utilities as set forth above. In the event of any power interruption at the Premises, Lessee shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property within one hundred (100) feet of the Premises, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

**6. CONDITION OF PROPERTY.** Lessor shall deliver the Premises to Lessee in a condition ready for Lessee's Use and clean and free of man-made debris but in its natural condition. Lessor represents and warrants to Lessee that as of the Effective Date, Lessor has not received any notices of violation and has no actual knowledge of any non-compliance with Laws (as defined in Paragraph 26), including EH&S Laws (as defined in Paragraph 23).

**7. IMPROVEMENTS.** The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at Lessee's expense and installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify Lessee's communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to Lessee, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. Lessee shall only be required to obtain Lessor consent for modifications that increase the square footage of Lessee's Premises. Lessor shall respond in writing to any Lessee consent request within thirty (30) days of receipt or Lessor's consent shall be deemed granted, provided, any increase to the Premises shall be memorialized by the Parties in writing. Lessor is not entitled to a Rent increase associated with any Lessee modification unless it is increasing its Premises, in which case, any Rent increase shall be proportionate to the additional square footage of ground space included in the Premises.

**8. GOVERNMENT APPROVALS.** Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit Lessee's Use. Lessor shall reasonably cooperate with Lessee, at Lessee's sole cost and expense, in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, Lessor hereby agrees to allow Lessee to install any radio frequency signs as are necessary to ensure Lessee's compliance with Laws (as defined herein).

**9. TERMINATION.** Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by any

Government Entity; (iii) Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) Lessee determines any structural analysis is unsatisfactory; (v) Lessee, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with three (3) months prior notice to Lessor, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason, in Lessee's sole discretion.

10. **INDEMNIFICATION.** Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless, to the fullest extent permitted by law, the other Party, and/or any successors and/or assignees thereof, against all third party claims of liability or loss (including reasonable attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel selected by the indemnifying Party and reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. **INSURANCE.** Except as provided in Paragraph 11.c below, the Parties agree to maintain during the Term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of [REDACTED] per occurrence for bodily injury and property damage and [REDACTED] general aggregate. Each Party shall be included as an additional insured as its interest may appear under this Agreement on the other Party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the property.

c. Notwithstanding the foregoing, Lessor hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "**Insurance Buffer**") are currently being used solely for agricultural, forestry or non-commercial purposes. The Parties hereby agree that as long as the current use of the Insurance Buffer remains as agricultural, forestry or non-commercial use during the Term, Lessor shall not be required to maintain the insurance required by Paragraph 11.a and 11.b above. In the event that the current use of the Insurance Buffer changes during the Term to a non-agricultural, non-forestry or commercial use, Lessor shall provide Lessee with

30 days' prior written notice of such change, and following such change, Lessor shall maintain the insurance as described above.

**12. LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 28, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

**13. INTERFERENCE.**

a. Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of Lessee.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering Party via telephone to Lessee's Network Management Center (at 1-800-264-6620 or 1-800-621-2622) or to Lessor at (585-746-2044), the interfering Party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

**14. REMOVAL/HOLDOVER.**

a. Within ninety (90) days of the expiration or earlier termination of the Agreement, Lessee shall remove Lessee's communications equipment (including footings and foundations) to a depth of at least forty-eight (48) inches below grade, unless Lessor otherwise agrees in writing, and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that the communications equipment shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. The provisions of this Paragraph 14 shall survive the expiration or earlier termination of this Agreement.

b. If the Parties are negotiating an amendment or new lease at the time of the expiration of the Term, Lessee may remain on the Premises until: (i) the amendment or new lease has been executed; or (ii) until the removal of the communications equipment is

completed if the parties fail to enter into an amendment or new lease within ninety (90) days of the expiration of the Term; provided Lessee shall pay Rent at the then existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term.

15. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Lessor receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities (hereinafter, collectively a "**Communications Company**"), to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("**Lessor's Notice**"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to Lessor by the third party offeror. Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If Lessee fails to provide written notice to Lessor that Lessee intends to meet such bona fide offer within forty-five (45) days after receipt of Lessor's Notice, Lessor may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If Lessee provides Lessor with notice of Lessee's intention to meet the third party offer within forty-five (45) days after receipt of Lessor's Notice, then if Lessor's Notice describes a transaction involving greater space than the Premises, Lessee may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, Lessor acknowledges and agrees that if Lessee exercises this right of first refusal, Lessee may require a reasonable period to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. Lessee may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. The Parties hereby acknowledge and agree that the provisions of this Paragraph 15 are only applicable to a Communications Company and shall not be applicable to any transaction involving a party acquiring the Property for agricultural purposes or residential or commercial development.

16. **RIGHTS UPON SALE.** Should Lessor, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that Lessor completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Lessor under this Agreement, then Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Agreement.

17. **LESSOR'S TITLE.** Lessor covenants that Lessee, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the Effective Date and covenants during the Term that Lessor has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Lessee's Use.

18. **ASSIGNMENT/SUBLETTING.** Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Lessee may assign this Agreement to: (a) any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization without any notice to, or approval or consent of, Lessor; or (b) a company that is engaged in the business of owning and/or operating communications towers (a "**Tower Company**") without prior written approval or consent of Lessor, provided Lessee shall provide Lessor written notice of any Tower Company assignment and the Tower Company shall assume all obligations of the original Lessee under this Agreement. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

Lessee may sublease any portion of the Premises, solely to install, maintain, replace, add and operate communications equipment, at its sole discretion, upon notice to Lessor. Any sublease that is entered into by Lessee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which Lessee allows a third party use of the Premises for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of Lessee set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

a. In the event Lessee subleases any portion of the Premises in accordance with this Agreement, Sublessee(s) shall pay [REDACTED] per month to Lessor. Any Sublessee shall be instructed to pay the foregoing amount directly to Lessor. Lessee shall not be responsible to Lessor for the collection or payment of rents by the Sublessee to Lessor, and Lessee shall have no liability to Lessor in the event of failure of payment by Sublessee. Lessee shall have no liability of any nature to Lessor for failure to sublet all or any part of the Premises to any or all potential Sublessee(s). Lessee shall provide Lessor with a tri-party agreement to be executed by Lessee, Sublessee, and Lessor to confirm the direct payment obligation from Sublessee to Lessor and to indicate Lessor has been notified of the Sublease.

b. Notwithstanding any other provision of this Agreement, Lessee shall not be required to obtain approval from the Lessor for Subletting the Premises or part

thereof provided that such Sublessee's use is consistent with the terms of this Agreement. Lessee shall have the sole right to determine whether it will Sublet any portion of the Premises or whether it will Sublease to any specific Sublessee.

c. If Lessee assigns this Agreement to a Tower Company which subsequently subleases any portion of the Premises to original Lessee, no sublease fee as described above shall be due and payable from the original Lessee for such Sublease. Pursuant to Paragraph 18.a above, Lessor shall be entitled to sublease fees from all other Sublessees.

d. The rental provisions of this section shall not apply to any subletting for public emergency and/or safety systems purposes (i.e. police, ambulance and/or fire), that may be required or ordered by any governmental authority having jurisdiction over Lessee or the Premises. Lessee shall not be required to pay any amount to Lessor in connection with the subletting for public emergency and/or safety system purposes that may be required or ordered by any governmental authority having jurisdiction. Notwithstanding any other provision of this Agreement, Lessee shall not be required to obtain any approval from Lessor for the subletting for public emergency and/or safety system purposes.

19. **NOTICE.** Except for notices permitted via telephone in accordance with Paragraph 13 or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that Lessee may have designated to Lessor by like notice, or that the Lessor may have designated to Lessee in the VLC Portal):

LESSOR: Windmill Farms, LLC  
193 County Line Road  
Ontario, New York 14519  
Attention: David Coene

LESSEE: Bell Atlantic Mobile Systems LLC  
d/b/a Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, New Jersey 07920

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

20. **SUBORDINATION AND NON-DISTURBANCE.** Within fifteen (15) days of the Effective Date, Lessor shall obtain a Non-Disturbance Agreement (as defined below) and/or any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At Lessor's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by Lessor which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, Lessor shall obtain for Lessee's benefit a non-disturbance and attornment agreement for Lessee's benefit in the form reasonably satisfactory to Lessee, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize Lessee's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Lessee will execute an agreement for Lender's benefit in which Lessee (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Property, and (iii) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor. In the event Lessor defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, Lessee, may, after providing thirty (30) days written notice to Lessor, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and Lessee shall be entitled to deduct and setoff against all Rents or fees that may otherwise become due under this Agreement the sums paid by Lessee to cure or correct such defaults.

21. **DEFAULT.** It is a "**Default**" if (i) either Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within ten (10) days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted ten (10) days and diligently pursue the cure to completion within twenty (20) days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend

the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf, Lessee must first provide written notice to Lessor detailing the proposed work and estimated costs. If Lessor does not pay Lessee the full undisputed amount within thirty (30) days of its receipt of an itemized invoice setting forth the amount due, and after written notice of default and opportunity to cure, Lessee may offset the full undisputed amount due against up to fifty percent (50%) of the monthly fees due under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

23. **ENVIRONMENTAL.** Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Lessee shall indemnify and hold harmless, to the fullest extent permitted by law, Lessor from claims to the extent resulting from Lessee's violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. Lessor shall indemnify and hold harmless, to the fullest extent permitted by law, Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee shall promptly notify Lessor in writing and the parties shall work together in good faith to identify a mutually agreeable solution, which may include relocation of Lessee's facilities to another location on the Property. Lessee may also, at its option (but without obligation to do so), remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case, Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. **CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs Lessee's Use, Rent shall abate until Lessee's Use is restored. If Lessee's Use is not restored within forty-five (45) days, Lessee may terminate this Agreement. If Lessee's Use is not restored within three hundred and sixty-five (365) days and Lessee has not terminated this Agreement, then Lessee shall re-commence Rent payments.

25. **CONDEMNATION.** If a condemnation of any portion of the Property or Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses

related to Lessee's communications equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

26. **APPLICABLE LAWS.** During the Term, Lessor shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, laws regulating hazardous substances) (collectively "**Laws**"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (i) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits). Notwithstanding the foregoing, Lessor's compliance with any law required to enable Lessee to obtain all necessary building permits or to use the Property as intended herein shall be at Lessee's sole cost and expense.

27. **TAXES.** If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "**Tax**") from Lessee with respect to the transactions contemplated by this Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to Lessor, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such Tax from Lessee. Except as provided in this Paragraph 27, Lessor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Lessor with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement. Notwithstanding anything to the contrary contained herein, if the Property assessment includes amounts specifically attributable to Lessee's communications equipment (collectively, "**Communications Equipment Assessment**"), Lessee shall be responsible for payment of real estate taxes based on the Communications Equipment Assessment; provided the Parties receive a courtesy split of the real estate tax bill by the appropriate Government Entity so that Lessee will receive its own real estate tax bill(s) which Lessee will pay directly to the appropriate Governmental Entity(ies).

28. **NON-DISCLOSURE.** The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other Party or as required by law, provided however that either Party may share such information with its attorneys, accountants, lenders, and potential purchasers who have a need to know, subject to such recipients maintaining the confidentiality of such information. If a disclosure is required by

law, prior to disclosure, the disclosing Party shall notify the non-disclosing Party and cooperate with the non-disclosing Party to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. INTENTIONALLY OMITTED.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between Lessor and Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Lessor agrees to execute a Memorandum of this Agreement, which Lessee may record with the appropriate recording officer. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signature page follows]

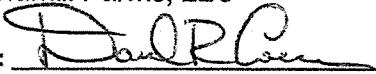
SITE NAME: Lake Road  
MDG LOCATION ID: 5000940807  
LEGAL/DATE: NP / August 2025

*(Signature page to Land Lease Agreement)*

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**

Windmill Farms, LLC

By: 

Name: David R. Coene

Its: member / manager

Date: 9/11/25

**LESSEE:**

Bell Atlantic Mobile Systems LLC  
d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Webster, County of Monroe and State of New York, being part of Subdivision 1 of the north part of Lot 10, Section 10, Township 14, Range 4 on the south side of Lake Road and west side of the Monroe-Wayne County Line Road bounded and described as follows:

Beginning at a point in the center line of Lake Road at the northeast corner of premises conveyed to Richard A. Calabrese et al by deed recorded in Monroe County Clerk's Office October 4, 1876 in Liber 5108 of Deeds, Page 197; thence

1. Due east along the center line of Lake Road and continuing along the center line of the original right of way, now abandoned, of said road a distance of 1492.34 feet to the intersection of the abandoned right of way center line with the center line of the Monroe-Wayne County Line Road; thence
2. S 00° 43' 10" E along the center line of the Monroe Wayne County Lien Road a distance of 380.80 feet to a point marking the easterly extension of the north line of premises conveyed to the Union Hill Volunteer Fireman's Association, Inc. by deed recorded April 5, 1974 in Liber 4625 of Deeds, Page 25; thence
3. Westerly along the north line of said Union Hill Volunteer Firemen's Association Inc. premises aforesaid S 89° 16' 50" W a distance of 292.79' to a point in the center of Deer Creek marked by an iron pipe; thence
4. The following distances and courses along the center line of Deer Creek:

N 39° 42' 05" W a distance of 57.80' to an iron pipe; thence

N 51° 43' 20" W a distance of 157.37' to an iron pipe; thence

N 58° 47' 15" W a distance of 168.82' to an iron pipe; thence

S 85° 36' 55" W a distance of 272.99' to an iron pipe; thence

S 75° 37' 00" W a distance of 652.83' to an iron pipe, marking the southeast corner of premises conveyed to Calabrese aforesaid; thence

5. N 00° 541' 20" E along the east line of said Calabrese premises a distance of 338.08' to the place of beginning.

SITE NAME: Lake Road  
MDG LOCATION ID: 5000940807  
LEGAL/DATE: NP / August 2025

## EXHIBIT "B"

### PREMISES DESCRIPTION

#### LEASE PARCEL DESCRIPTION

All that tract or parcel of land situate in the Town of Webster, County of Monroe, State of New York, all as shown on a map entitled "Lake Road Schematic Total Holdings/Survey Plan", prepared by Costich Engineering, D.P.C., having drawing number 9161, sheet number VA100, dated 05/27/2025, and being more particularly bounded and described as follows:

Commencing at the point being the intersection of the southerly right-of-way line of Lake Road - County Route 1 (49.5' R.O.W.) with the westerly right-of-way line of County Line Road - County Route 2 (66' R.O.W.), said point being the northeast corner of lands now or formerly owned by Windmill Farms LLC having T.A.# 037.03-1-44; thence

- A. S44°34'14"W, along a tie line and through lands said now or formerly owned by Windmill Farms, LLC having T.A.# 037.03-1-44, a distance of 135.20 feet to the northeast corner of the proposed Verizon Wireless lease parcel said point also being the point and place of beginning, thence
  1. S00°47'12"E, a distance of 100.00 feet to a point; thence
  2. S89°12'48"W, a distance of 100.00 feet to a point; thence
  3. N00°47'12"W, a distance of 100.00 feet to a point; thence
  4. N89°12'48"E, a distance of 100.00 feet to a point and place of beginning.  
Containing 0.23 acres of land, more or less.

#### 30' WIDE ACCESS AND UTILITIES EASEMENT DESCRIPTION

All that tract or parcel of land situate in the Town of Webster, County of Monroe, State of New York, all as shown on a map entitled "Lake Road Schematic Total Holdings/Survey Plan", prepared by Costich Engineering, D.P.C., having drawing number 9161, sheet number VA100, dated 05/27/2025, and being more particularly bounded and described as follows:

Commencing at the point being the intersection of the southerly right-of-way line of Lake Road - County Route 1 (49.5' R.O.W.) with the westerly right-of-way line of County Line Road - County Route 2 (66' R.O.W.), said point being the northeast corner of lands now or formerly owned by Windmill Farms LLC having T.A.# 037.03-1-44; thence

- B. S89°12'48"W, along said assumed southerly bounds of Lake Road - County Route 1, a distance of 191.69 feet to the point and place of beginning; thence
  5. S00°47'12"E, a distance of 65.00 feet to a point; thence
  6. N89°12'48"E, a distance of 95.50 feet to a point; thence
  7. S00°47'12"E, a distance of 30.00 feet to a point being the northeast corner of the proposed Verizon Wireless lease parcel; thence
  8. S89°12'48"W, a distance of 100.00 feet to a point being the northwest corner of the proposed Verizon Wireless lease parcel; thence

SITE NAME: Lake Road  
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9. S00°47'12"E, a distance of 100.00 feet to a point being the southwest corner of the proposed Verizon Wireless lease parcel; thence
10. S S89°12'48"W, a distance of 30.00 feet to a point; thence
11. N00°47'12"W, a distance of 130.00 feet to a point; thence
12. N89°12'48"E, a distance of 4.50 feet to a point; thence
13. N00°47'12"W, a distance of 65.00 feet to a point on the assumed southerly bounds of Lake Road – County Route 1; thence
14. N89°12'48"E along said assumed southerly bounds of Lake Road – County Route 1, a distance of 30.00 feet to a point and place of beginning.

#### **10' WIDE UTILITIES EASEMENT DESCRIPTION**

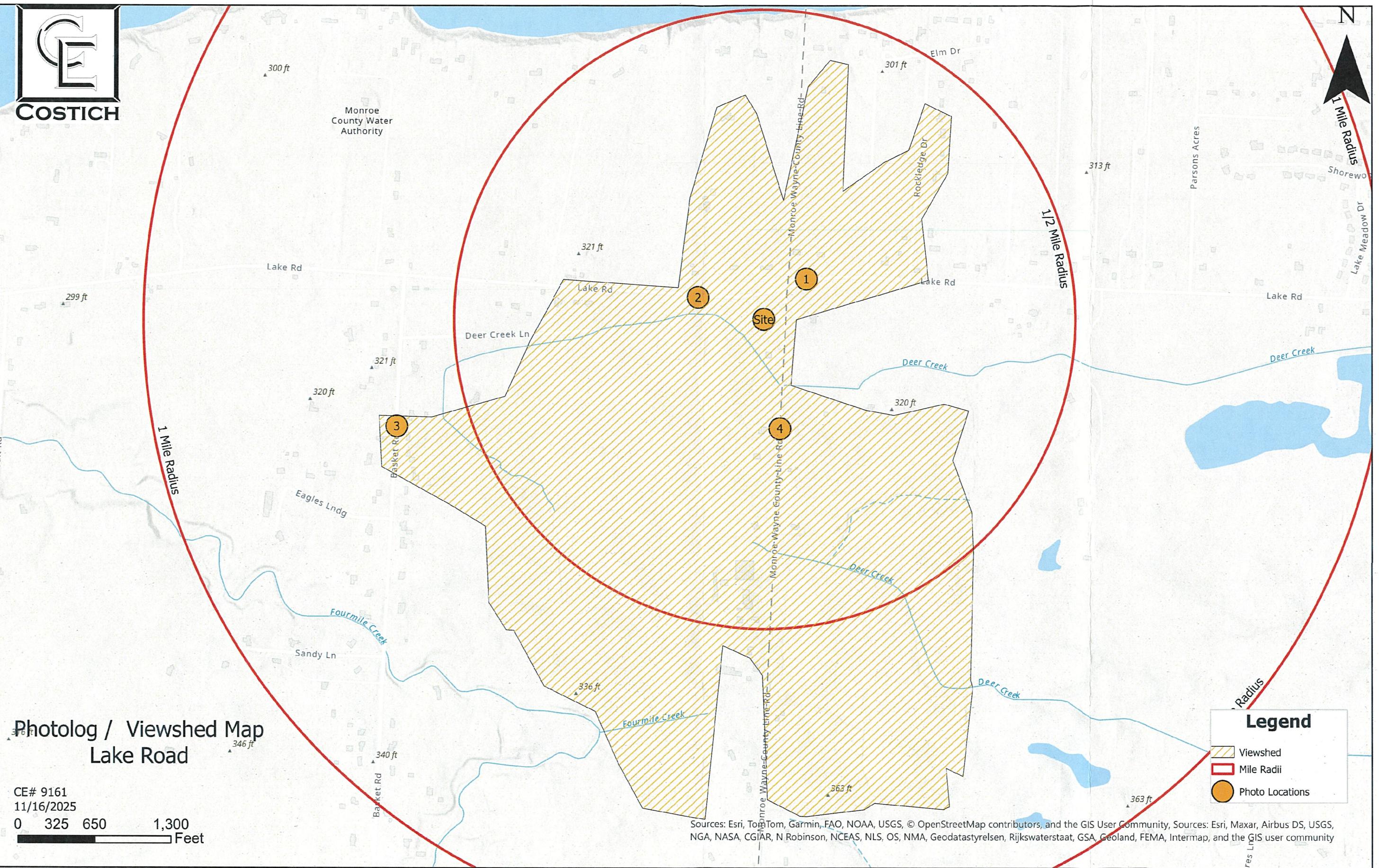
All that tract or parcel of land situate in the Town of Webster, County of Monroe, State of New York, all as shown on a map entitled "Lake Road Schematic Total Holdings/Survey Plan", prepared by Costich Engineering, D.P.C., having drawing number 9161, sheet number VA100, dated 05/27/2025, and being more particularly bounded and described as follows:

Commencing at the point being the intersection of the southerly right-of-way line of Lake Road - County Route 1 (49.5' R.O.W.) with the westerly right-of-way line of County Line Road – County Route 2 (66' R.O.W.), said point being the northeast corner of lands now or formerly owned by Windmill Farms LLC having T.A.# 037.03-1-44; thence

- C. S89°12'48"W, along said assumed southerly bounds of Lake Road – County Route 1, a distance of 221.69 feet to the point and place of beginning; thence
15. S00°47'12"E, a distance of 10.00 to a point; thence
16. S89°12'48"W, a distance of 17.32 feet to a point; thence
17. N00°47'12"W, a distance of 10.00 feet to a point on said assumed southerly bounds of Lake Road – County Route 1; thence
18. N89°12'48"E along said assumed southerly bounds of Lake Road – County Route 1, a distance of 17.32 feet to a point and place of beginning.



# **EXHIBIT K**





 <b>COSTICH</b>	<p>Costich Engineering Land Surveying Landscape Architecture 217 LAKE AVENUE ROCHESTER, NY 14608 (585) 458-3020</p>	<p>PROJECT NAME <b>Lake Road</b></p>	<p>PHOTO DESCRIPTION View toward site balloons at 125' and 145'</p>	<p>DATE OF PHOTO <b>11/16/2025</b></p>
		<p>Photo 1</p>		<p>C.E. JOB# <b>9161</b></p>
		<p>PHOTO COORDINATES <b>43.26983300° N, 77.37545700° W</b></p>	<p>PHOTO LOCATION View SW from Lake Rd. 500' from site</p>	<p>Project ID <b>17108195</b></p>



Costich Engineering  
Land Surveying  
Landscape Architecture  
217 LAKE AVENUE  
ROCHESTER, NY 14608  
(585) 458-3020

PROJECT NAME  
**Lake Road**

**Photo 1**

PHOTO COORDINATES  
**43.26983300° N, 77.37545700° W**

PHOTO DESCRIPTION  
**Photosimulation of proposed  
125' monopole**

PHOTO LOCATION  
**View SW from Lake Rd.  
500' from site**

DATE OF PHOTO  
**11/16/2025**

C.E. JOB#  
**9161**

Project ID  
**17108195**



Costich Engineering  
Land Surveying  
Landscape Architecture  
217 LAKE AVENUE  
ROCHESTER, NY 14608  
(585) 458-3020

PROJECT NAME  
**Lake Road**

**Photo 2**

PHOTO COORDINATES  
43.26927300° N, 77.37889598° W

PHOTO DESCRIPTION  
View toward site  
balloons at 125' and 145'

PHOTO LOCATION  
View E from Lake Rd.  
600' from site

DATE OF PHOTO  
**11/16/2025**

C.E. JOB#  
**9161**

Project ID  
**17108195**



Costich Engineering  
Land Surveying  
Landscape Architecture  
217 LAKE AVENUE  
ROCHESTER, NY 14608  
(585) 458-3020

PROJECT NAME  
**Lake Road**  
Photo 2  
PHOTO COORDINATES  
43.26927300° N, 77.37889598° W

PHOTO DESCRIPTION  
Photosimulation of proposed  
125' monopole  
PHOTO LOCATION  
View E from Lake Rd.  
600' from site

DATE OF PHOTO  
**11/16/2025**  
C.E. JOB#  
**9161**  
Project ID  
**17108195**



 <b>COSTICH</b>	Costich Engineering Land Surveying Landscape Architecture 217 LAKE AVENUE ROCHESTER, NY 14608 (585) 458-3020	PROJECT NAME <b>Lake Road</b>	PHOTO DESCRIPTION View toward site balloons at 125' and 145'	DATE OF PHOTO <b>11/16/2025</b>
		<b>Photo 3</b>		C.E. JOB# <b>9161</b>
		PHOTO COORDINATES <b>43.26578900° N, 77.38822498° W</b>	PHOTO LOCATION View NE from Basket Rd. 3256' from site	Project ID <b>17108195</b>



Costich Engineering  
Land Surveying  
Landscape Architecture  
217 LAKE AVENUE  
ROCHESTER, NY 14608  
(585) 458-3020

PROJECT NAME  
**Lake Road**

**Photo 3**

PHOTO COORDINATES  
**43.26578900° N, 77.38822498° W**

PHOTO DESCRIPTION  
**Photosimulation of proposed  
125' monopole**

PHOTO LOCATION  
**View NE from Basket Rd.  
3256' from site**

DATE OF PHOTO  
**11/16/2025**

C.E. JOB#  
**9161**

Project ID  
**17108195**



Costich Engineering  
Land Surveying  
Landscape Architecture  
217 LAKE AVENUE  
ROCHESTER, NY 14608  
(585) 458-3020

PROJECT NAME  
**Lake Road**

**Photo 4**

PHOTO COORDINATES  
43.26630200° N, 77.37599998° W

PHOTO DESCRIPTION  
View toward site  
balloons at 125' and 145'

PHOTO LOCATION  
View N from Monroe Wayne County Line Rd.  
952' from site

DATE OF PHOTO  
**11/16/2025**

C.E. JOB#  
**9161**

Project ID  
**17108195**



Costich Engineering  
Land Surveying  
Landscape Architecture  
217 LAKE AVENUE  
ROCHESTER, NY 14608  
(585) 458-3020

PROJECT NAME  
**Lake Road**

**Photo 4**

PHOTO COORDINATES  
**43.26630200° N, 77.37599998° W**

PHOTO DESCRIPTION  
**Photosimulation of proposed  
125' monopole**

PHOTO LOCATION  
**View N from Monroe Wayne County Line Rd.  
952' from site**

DATE OF PHOTO  
**11/16/2025**

C.E. JOB#  
**9161**

Project ID  
**17108195**

# **EXHIBIT L**

November 7, 2025

Kathy Pomponio  
Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless  
1275 John Street, Suite 100  
West Henrietta, NY 14586

RE: Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless Lake Road - Tower Design Letter  
PROJECT ID# 17108195/MDG LOCATION ID: 5000940807  
Intersection of Lake Rd & Monroe-Wayne County Line Rd, Webster, NY 14580  
(Town of Webster, Monroe County)

Dear Ms. Pomponio,

For the Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless Lake Road Telecommunications Facility, a 125' monopole tower constructed of galvanized steel, with a 4' lighting rod is proposed. The tower is to be located within a 100' x 100' lease parcel area and shall be designed to support a total of (3) cellular carriers. The tower shall be designed to support this loading with a 109-mph basic wind speed (no ice) and 2 inch minimum radial ice at 40 mph in accordance with TIA/EIA-222-H, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures". This is the standard currently referenced by the International Building Code. The tower shall be designed by a licensed New York State Professional Engineer meeting the aforementioned criteria.

The tower is approximately +/- 145' from the closest property line and therefore meets the town's setback requirement.

If you have any questions, feel free to contact me.

Respectfully submitted,  
Costich Engineering, D. P.C.

David A. Weisenreder, P.E.



H:\job\9161\Documents\Specifications\Zoning Materials\Lake Road \_9161\_Tower Design letter \_20251107.docx

# **EXHIBIT M**



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

December 9, 2025

Town Board, Planning Board, and Zoning Board of Appeals  
Town of Webster  
1000 Ridge Rd  
Webster, NY 14580

**RE: Application for a special use permit, site plan approval, and area variance from the Town of Webster by Bell Atlantic Mobile Systems LLC d/b/a Verizon to construct and operate a 125' wireless telecommunications tower (plus 4' lightning rod) and associated improvements on land owned by Windmill Farms LLC located near the intersection of Lake Road and Monroe-Wayne County Line Road (Tax Pparcel No. 037.03-1-44) in the Town of Webster, Monroe County, New York (Verizon's "Lake Road" site).**

Dear Members of the Planning 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 (585) 321-5435.

Sincerely,

*/s/ Kathleen Pomponio*

Kathleen Pomponio

November 7, 2025

Kathy Pomponio  
Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless  
1275 John Street, Suite 100  
West Henrietta, NY 14586

RE: Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless Lake Road - Tower Design Letter  
PROJECT ID# 17108195/MDG LOCATION ID: 5000940807  
Intersection of Lake Rd & Monroe-Wayne County Line Rd, Webster, NY 14580  
(Town of Webster, Monroe County)

Dear Ms. Pomponio,

For the Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless Lake Road Telecommunications Facility, a 125' monopole tower constructed of galvanized steel, with a 4' lighting rod is proposed. The tower is to be located within a 100' x 100' lease parcel area and shall be designed to support a total of (3) cellular carriers. The tower shall be designed to support this loading with a 109-mph basic wind speed (no ice) and 2 inch minimum radial ice at 40 mph in accordance with TIA/EIA-222-H, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures". This is the standard currently referenced by the International Building Code. The tower shall be designed by a licensed New York State Professional Engineer meeting the aforementioned criteria.

The tower is approximately +/- 145' from the closest property line and therefore meets the town's setback requirement.

If you have any questions, feel free to contact me.

Respectfully submitted,  
Costich Engineering, D. P.C.

David A. Weisenreder, P.E.



H:\job\9161\Documents\Specifications\Zoning Materials\Lake Road \_ 9161\_Tower Design letter \_ 20251107.docx

# **EXHIBIT N**

ULS License

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

Call Sign	WQVN927	Radio Service	AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz)
Status	Active	Auth Type	Regular
<b>Market</b>			
Market	BEA007 - Rochester, NY-PA	Channel Block	J
Submarket	0	Associated Frequencies (MHz)	001770.00000000-001780.00000000 002170.00000000-002180.00000000
<b>Dates</b>			
Grant	04/08/2015	Expiration	04/08/2027
Effective	11/01/2016	Cancellation	
<b>Buildout Deadlines</b>			
1st	04/08/2021	2nd	04/08/2027
<b>Notification Dates</b>			
1st		2nd	
<b>Licensee</b>			
FRN	0003290673	Type	General Partnership
<b>Licensee</b>			
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	
<b>Contact</b>			
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	
<b>Ownership and Qualifications</b>			
Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes
<b>Alien Ownership</b>			
The Applicant answered "No" to each of the Alien Ownership questions.			
<b>Basic Qualifications</b>			
The Applicant answered "No" to each of the Basic Qualification questions.			
<b>Tribal Land Bidding Credits</b>			
This license did not have tribal land bidding credits.			
<b>Demographics</b>			
Race			
Ethnicity			Gender

ULS License

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

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

### Rural Service Provider Bidding Credit

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

### Reserved Spectrum

Reserved Spectrum

### Market

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

3.7 GHz License Type 3.7 GHz Linked License

### Dates

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

### Buildout Deadlines

1st 2nd

### Discontinuance Dates

1st 2nd

### Notification Dates

1st 2nd 08/26/2021

### Licensee

FRN 0003290673 Type General Partnership

### Licensee

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

### Contact

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

### Ownership and Qualifications

Radio Service Type	Mobile	
Regulatory Status	Common Carrier	Interconnected Yes

### Alien Ownership

Is the applicant a foreign government or the representative of any foreign government? No

Is the applicant an alien or the representative of an alien? No

Is the applicant a corporation organized under the laws of any foreign government? No

Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country? No

Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? Yes

The Alien Ruling question is not answered.

### Basic Qualifications

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

### Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

### Demographics

Race	
Ethnicity	Gender

ULS License

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

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

### Rural Service Provider Bidding Credit

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

### Reserved Spectrum

Reserved Spectrum

### Market

Market	REA001 - Northeast	Channel Block	E
Submarket	13	Associated Frequencies (MHz)	001740.00000000-001745.00000000 002140.00000000-002145.00000000

### 3.7 GHz License Type

3.7 GHz Linked License

### Dates

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

### Buildout Deadlines

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

### Discontinuance Dates

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

### Notification Dates

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

### Licensee

FRN	0003290673	Type	General Partnership
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### Licensee

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

### Contact

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

### Ownership and Qualifications

Radio Service Type	Mobile	
Regulatory Status	Common Carrier	Interconnected

Yes

### Alien Ownership

Is the applicant a foreign government or the representative of any foreign government? No

Is the applicant an alien or the representative of an alien? No

Is the applicant a corporation organized under the laws of any foreign government? No

Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country? No

Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? Yes

The Alien Ruling question is not answered.

### Basic Qualifications

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

### Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

### Demographics

Race

Ethnicity

Gender

ULS License

## Cellular License - KNKA297 - Bell Atlantic Mobile Systems LLC

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

### ECIP Information

ECIP Flag	
Small Carrier or Tribal Nation Transaction	Rural-Focused Transaction

### ECIP Dates

5-Year Holding Period Begins	5-Year Holding Period Ends
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### Required Operational Filing Dates

IORN Operation Begin Date	FORN Deadline Date	FORN Filed Date
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### Control Points

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

### Licensee

FRN	0029635588	Type	Limited Liability Company
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### Licensee

Bell Atlantic Mobile Systems LLC 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Licensing Manager	P:(770)797-1070 E:Licensingcompliance@VerizonWireless.com
--	--

### Contact

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

### Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

### Alien Ownership

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

### Basic Qualifications

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

### Demographics

Race	
Ethnicity	Sex

ULS License

**PCS Broadband License - KNLH270 - Cellco Partnership****[PA] This license has pending applications: 0007966578**

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

**Rural Service Provider Bidding Credit**

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

**Reserved Spectrum**

Reserved Spectrum

**Market**

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

**Dates**

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

**Buildout Deadlines**

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

**Notification Dates**

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

**Licensee**

FRN	0003290673	Type	Joint Venture
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**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**Is the applicant a foreign government or the representative of any foreign government? **No**Is the applicant an alien or the representative of an alien? **No**Is the applicant a corporation organized under the laws of any foreign government? **No**Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country? **No**Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? **Yes**

The Alien Ruling question is not answered.

**Basic Qualifications**

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

**Tribal Land Bidding Credits**

This license did not have tribal land bidding credits.

**Demographics**

Race		
Ethnicity	Gender	

ULS License

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

## AGRICULTURAL DATA STATEMENT

(pursuant to NY Ag & Mkt Law 305-a; N.Y. Town Law & 283-a;  
N.Y. Village Law § 7-739 and N.Y. Gen. Mun. Law 239-m)

Applicant	Owner (if different from applicant)
Name: Bell Atlantic Mobile Systems, LLC d/b/a Verizon	Name: Windmill Farms, LLC
Address: 1275 John Street, Suite 100 West Henrietta, NY 14586	Address: 193 County Line Road Ontario, NY

1. Type of Application:  Special Use Permit  
 Site Plan Approval  
 Height Variance(s)  
 Use Variance  
 Subdivision Approval
2. Description of proposed project: Construction and operation of a 125' wireless telecommunications facility (plus 4' lightning rod) and associated improvements.
3. Location of proposed project: Adjacent to intersection of Lake Road and Monroe-Wayne County Line Road
4. List all farm operations which are both: (i) located within 500 feet of the boundary of the property upon which the project is proposed, and (ii) located in an agricultural district:

**SEE ATTACHED**

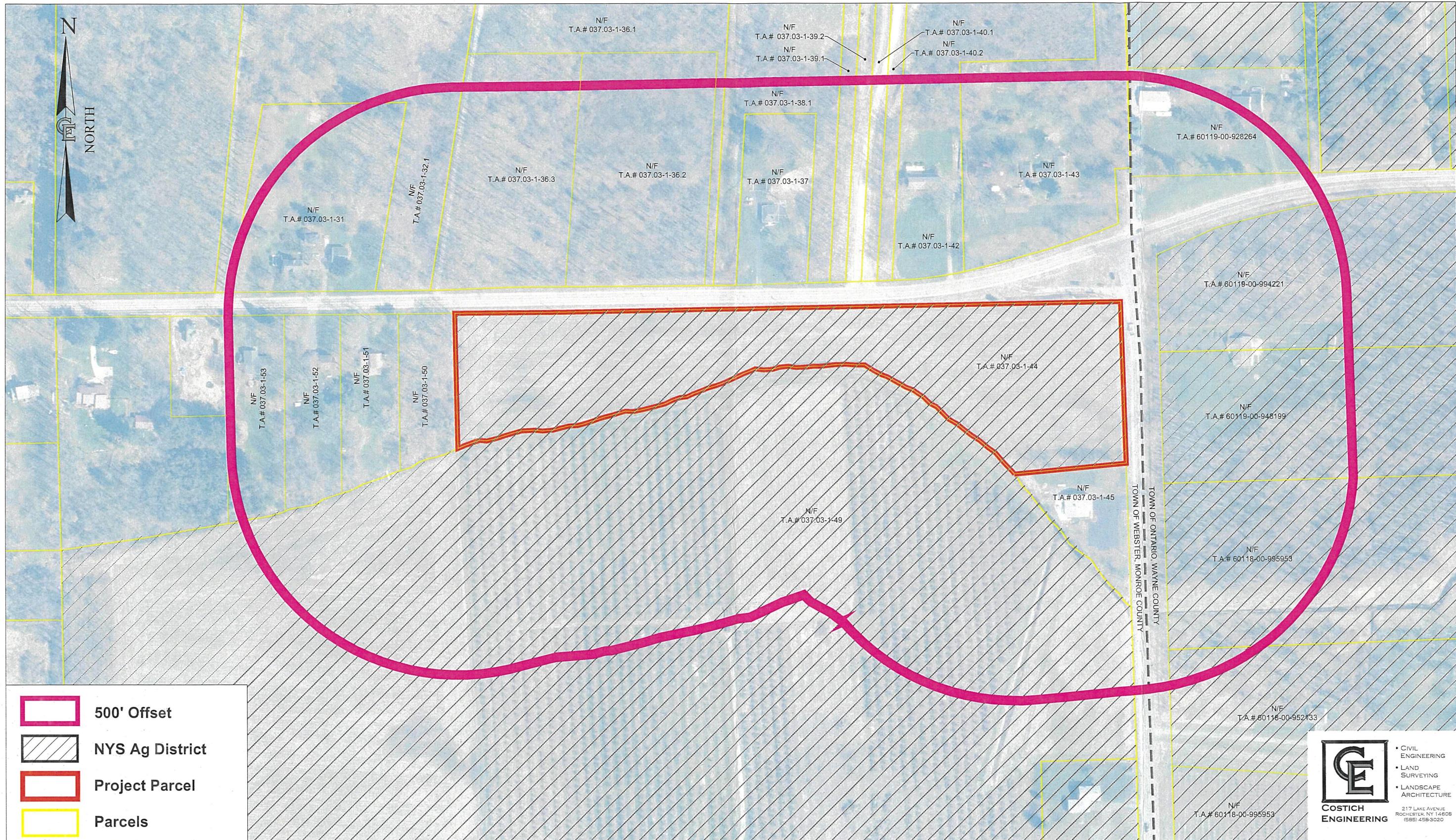
5. Attach a tax map or other map showing the site of the proposed project relative to the location of farm operations identified above. **SEE ATTACHED**

**Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless**

**By: Nixon Peabody LLP, its attorneys**

By: \_\_\_\_\_

Robert Burgdorf



**VZW - LAKE ROAD**  
**TOWN OF WEBSTER, MONROE COUNTY**  
**500' AG ADJOINER EXHIBIT**

**CE# 9161**  
**11/24/2025**



• CIVIL  
 ENGINEERING  
 • LAND  
 SURVEYING  
 • LANDSCAPE  
 ARCHITECTURE  
 217 LAKE AVENUE  
 ROCHESTER, NY 14606  
 (585) 459-3020

**(HIGHLIGHTED PARCELS ARE LOCATED WITHIN NYS AG DISTRICT)**

TAX ACCOUNT #	OWNER NAME	MAILING ADDRESS	CITY/STATE	ZIP
037.03-1-31	William J. Janis A. Schwappacher	1826 Lake Road	Webster, NY	14580
037.03-1-32.1	Janet Stern	1822 Lake Road	Webster, NY	14580
037.03-1-36	1854 Lake Road, LLC	1854 Lake Road	Webster, NY	14580

**Recent subdivision of 037.03-1-36:**

<b>037.03-1-36.2</b>	<b>NO OWNER DATA AVAILABLE ON MONROE COUNTY ASSESSMENT WEBSITE</b>			
<b>037.03-1-36.3</b>				

037.03-1-37	Timothy L. & Carol A. Kester	1850 Lake Road	Webster, NY	14580
037.03-1-38.1	Jeannette A. Cafalone	1854 Lake Road	Webster, NY	14580
037.03-1-39.1	Andrew Heiligman	1862 Lake Road	Webster, NY	14580
037.03-1-39.2	Andrew & Anne Marie Heiligman	1862 Lake Road	Webster, NY	14580
037.03-1-40.1	Michel J. Epstein & Kerri Kiniorski	1796 Trellis Circle	Webster, NY	14580
037.03-1-40.2	Peter & Deborah L. Gerritz	1870 Lake Road	Webster, NY	14580
037.03-1-42	John & Tina Myers	1880 Lake Road	Webster, NY	14580
037.03-1-43	Kelly E. Rasmussen	1890 Lake Road	Webster, NY	14580
037.03-1-45	CSC Precision Lawn & Garden Corp.	195 North Avenue	Webster, NY	14580
<b>037.03-1-49</b>	Windmill Farms, LLC	193 County Line Road	Ontario, NY	14519
037.03-1-50	Gauger & Swingly, Inc.	1780 Tebor Road	Webster, NY	14580
037.03-1-51	Craig & Peggy Temple	1825 Lake Road	Webster, NY	14580
037.03-1-52	Jennifer M. & Randal S. Lewis	1823 Lake Road	Webster, NY	14580
037.03-1-53	Bugra Gul	1821 Lake Road	Webster, NY	14580

**TOWN OF ONTARIO PARCELS**

<b>60119-00-994221</b>	Gary & Wendy Smith	1258 Northrup Road	Penfield, NY	14526
<b>60119-00-948199</b>	Robert D. & Margaret Janson	7516 County Line Road	Ontario, NY	14519
<b>60119-00-952133</b>	John C. & Laura A. Abbott	7464 County Line Road	Ontario, NY	14519
<b>60118-00-995953</b>	Windmill Farms, LLC	193 County Line Road	Ontario, NY	14519
60119-00-928264	Elizabeth Brackett	87 Lake Rd	Ontario, NY	14519

# **EXHIBIT P**



1/7/2026

To: Whom it may concern

Transmitted via email to Nico Facey

RE: Verizon Wireless macro Facility near intersection of Lake Rd and Monroe Wayne County Line Rd, Webster, NY 14580

**To Whom It May Concern,**

We write to inform you that Verizon Wireless performed a routine Radiofrequency (**RF**) emissions compliance evaluation for this Site. Based on the results of the evaluation, this Site complies with Federal Communication Commission Maximum Permissible Exposure limits (**MPE Limits**) that were developed in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration.

More information on MPE Limits may be found at: <https://www.ecfr.gov/current/title-47/chapter-I/subchapter-A/part-1/subpart-I/section-1.1310>.

The FCC also provides guidance on compliance with the MPE Limits in the FCC Office of Engineering and Technology Bulletin 65 at: [https://transition.fcc.gov/Bureaus/Engineering\\_Technology/Documents/bulletins/oet65/oet65.pdf](https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf).

If you are interested in learning more about the safety of radio frequency (RF) emissions from wireless facilities, the FCC provides valuable information on its website at: <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>.

Please contact your local Verizon Wireless resource listed below if you have questions about this specific Site.

Contact Name	Contact Email	Contact Phone
Tim Zarneke	Tim.zarneke@verizonwireless.com	585-297-7006

Sincerely,

Timothy Zarneke  
Senior Engineer - RF System Design  
Verizon Wireless

# **EXHIBIT Q**

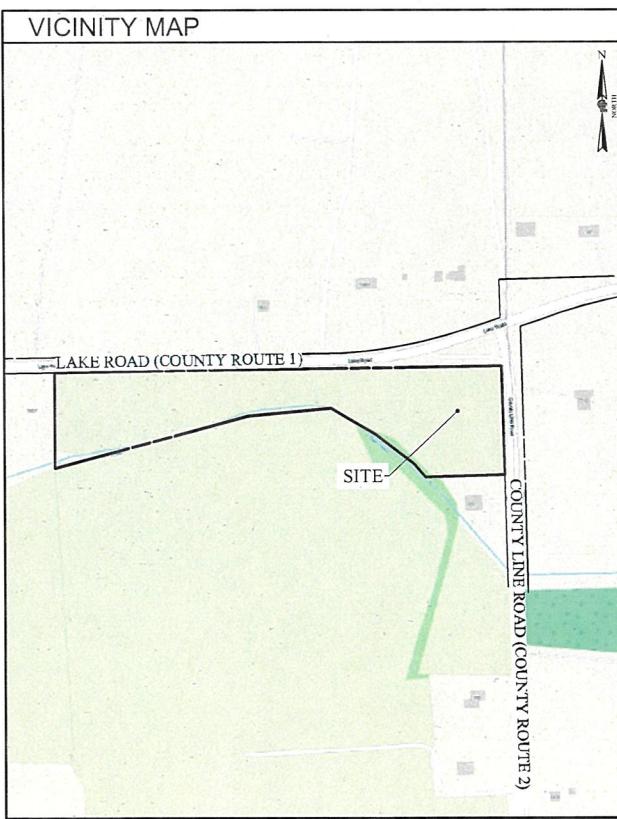
**BELL ATLANTIC MOBILE SYSTEMS LLC**  
**d/b/a**

verizon

# SITE NAME: LAKE ROAD ZONING DRAWINGS

PROJECT ID: 17108195

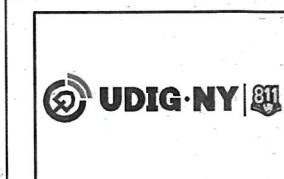
MDG LOCATION ID: 5000940807



## UTILITY PROVIDERS

ELECTRIC PROVIDER:	RG&E
NOTIFICATION #:	TBD
ACCOUNT #:	TBD
WORK ORDER #:	TBD
PLANNER:	TBD
PHONE:	TBD
FIBER:	TBD
PLANNER:	TBD
PHONE:	TBD

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Before You Dig, Drill Or Blast!

**Dig Safely.  
New York**

UNDERGROUND FACILITIES  
PROTECTIVE ORGANIZATION

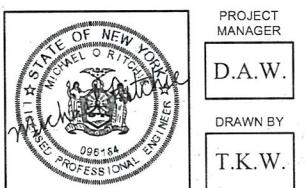
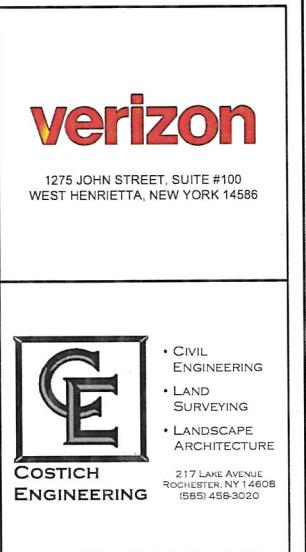
CALL US TOLL FREE 1-800-962-7962  
NY industrial code rule 753 requires no less than  
two working days notice, but no more than ten

DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE FORMATTED FOR 22" x 34" FULL SIZE AND 11" x 17" HALF SIZE. OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

## SCOPE OF WORK

1. THE PROPOSED WORK CONSISTS OF THE CONSTRUCTION AND INSTALLATION OF AN UNMANNED WIRELESS FACILITY WITH ASSOCIATED UTILITIES.



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ARCHITECT, TO ALTER ANY ITEM ON THIS  
DOCUMENT IN ANY WAY. ANY LICENSEE WHO  
ALTERS THIS DOCUMENT IS REQUIRED BY LAW  
TO AFFIRM HIS OR HER SEAL ON THE ALTERATION  
ALTERED BY HIM OR HERSELF, BY HIS OR HER  
SIGNATURE AND SPECIFIC DESCRIPTION OF THE  
ALTERATION TO THE DOCUMENT.

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SITE INFORMATION

LAKE ROAD  
PROJECT ID: 17108195  
MDG LOCATION ID: 5000940807

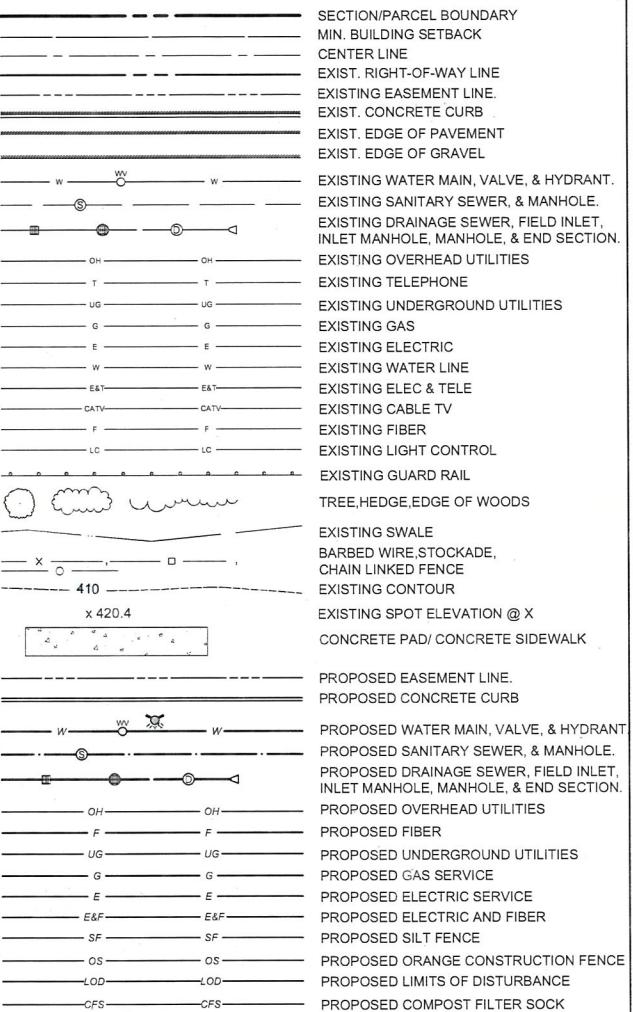
TOWN OF WEBSTER  
COUNTY OF MONROE  
STATE OF NEW YORK

SHEET TITLE

TITLE SHEET

C.E. JOB NUMBER	SHEET NUMBER
9161	GA001

## LEGEND



## GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE 2018 INTERNATIONAL BUILDING CODE (IBC), 2020 BUILDING CODE OF NEW YORK STATE, THE NATIONAL ELECTRIC SAFETY CODE AND OTHER APPLICABLE LOCAL, STATE AND FEDERAL CODES..
2. CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED 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.

## ITE NOTES

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE PROPOSED PLATFORM.
4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
5. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
6. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.
8. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH.
9. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE STATE GUIDELINES AND ANY LOCAL REGULATIONS.
10. ALL RESTORATION ISSUES SHALL BE COMPLETED WITHIN 72 HOURS OF THE COMPLETION OF THE WORK ACTIVITY OR WITHIN A REASONABLE AMOUNT OF TIME AS DIRECTED BY CONSTRUCTION MANAGER/ENGINEER.
11. CARE SHALL BE TAKEN TO RETAIN NATURAL GROWTH AND PREVENT DAMAGE TO TREES WITHIN AND OUTSIDE THE LIMITS OF CONSTRUCTION AND SPECIFIED WORK AREAS CAUSED BY EQUIPMENT AND MATERIALS. ANY DAMAGE TO THIS NATURAL GROWTH SHALL BE RESTORED AT THE EXPENSE OF THE CONTRACTOR.
12. ALL AREAS DISTURBED BY THE CONTRACTOR WITHOUT AUTHORIZATION SHALL BE RESTORED BY THE CONTRACTOR.
13. IN THE EVENT THE CONTRACTOR DAMAGES AN EXISTING UTILITY SERVICE CAUSING AN INTERRUPTION IN SAID SERVICE, HE SHALL IMMEDIATELY COMMENCE WORK TO RESTORE SERVICE AND MAY NOT CONTINUE HIS WORK OPERATION UNTIL SERVICE IS RESTORED.

## REFERENCES

1. TOPOGRAPHY SHOWN FROM A FIELD SURVEY BY COSTICH ENGINEERING ON 4/21/2025  
HORIZONTAL AND VERTICAL DATA OBTAINED THROUGH NYSDOT CORS NETWORK  
REFERENCED TO THE FOLLOWING MONUMENT:

PITTSTORD CORS STATION  
-LATITUDE: 43-05-35.48461 (N) NAD 83 (CORS)  
-LONGITUDE: 077-31-31.11244 (W)  
-ELLIP HEIGHT: 113.481 METERS NAVD 88 (CORS)
2. BOUNDARY SURVEY HAS NOT BEEN PERFORMED BY COSTICH ENGINEERING. BOUNDARY SHOWN HEREON IS APPROXIMATE AND DETERMINED BY LIMITED FIELD LOCATION OF BOUNDARY EVIDENCE, REVIEW OF TITLE COMMITMENT, IF PROVIDED, AND OVERLAY OF COUNTY TAX MAPS AND/OR COUNTY GIS MAPPING.
3. PER THE NATIONAL WETLANDS INVENTORY MAPS, THERE ARE FEDERAL WETLANDS IN ASSOCIATION WITH DEER CREEK (CLASS C STREAM) SOUTH EAST OF THE PROJECT AREA.
4. PER THE NYDEC ENVIRONMENTAL RESOURCE MAPPER, THERE ARE POTENTIALLY WETLANDS LOCATED 500' EAST OF PROJECT AREA. THE INFORMATIONAL FRESHWATER WETLAND MAPPING LAYER IS ONLY INTENDED TO BE USED FOR INFORMATIONAL PURPOSES IN IDENTIFYING THE GENERAL LOCATION AND EXTENT OF FRESHWATER WETLAND AREAS OF ANY SIZE THROUGHOUT THE STATE. INFORMATIONAL FRESHWATER WETLAND MAPPING IS NOT REGULATORY.
5. PER THE WETLAND AND WATERBODIES DELINEATION REPORT PREPARED BY LABELLA ASSOCIATES, D.P.C., DATED APRIL 23, 2025 WITH LABELLA PROJECT NO.: 2252004, THERE ARE NO WETLANDS WITHIN THE PROJECT AREA. DEER CREEK IS A CLASS C STREAM.
6. PER THE ERSI/FEMA PROJECT IMPACT HAZARD INFORMATION AND AWARENESS SITE MAP THERE IS NO 100 YR. FLOOD PLAIN IN THE PROJECT AREA.
7. ANTENNAS SHALL BE INSTALLED IN ACCORDANCE WITH SITE SPECIFIC RF ANTENNA DESIGN SHEET SUPPLIED BY VERIZON WIRELESS: PROJECT ID: 17108195, DATED 05/19/2025.
8. 1A CERTIFICATION PREPARED BY COSTICH ENGINEERING, PROJECT NO. 9161, SITE NAME: LAKE ROAD, DATED MAY 23, 2025.

verizon

1275 JOHN STREET, SUITE #100  
WEST HENRIETTA, NEW YORK 1458



## PROJECT

DAW

1000

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ALTERS THIS DOCUMENT IS REQUIRED BY LAW  
TO AFFIX HIS/HER SEAL AND THE NOTATION  
"ALTERED BY", FOLLOWED BY HIS/HER  
SIGNATURE AND SPECIFIC DESCRIPTION OF THE  
ALTERATION, TO THE DOCUMENT.

LAKE ROAD  
PROJECT ID: 17108195  
MDG LOCATION ID: 500094080

**TOWN OF WEBSTER  
COUNTY OF MONROE  
STATE OF NEW YORK**

SHEET TITLE

## GENERAL NOTES

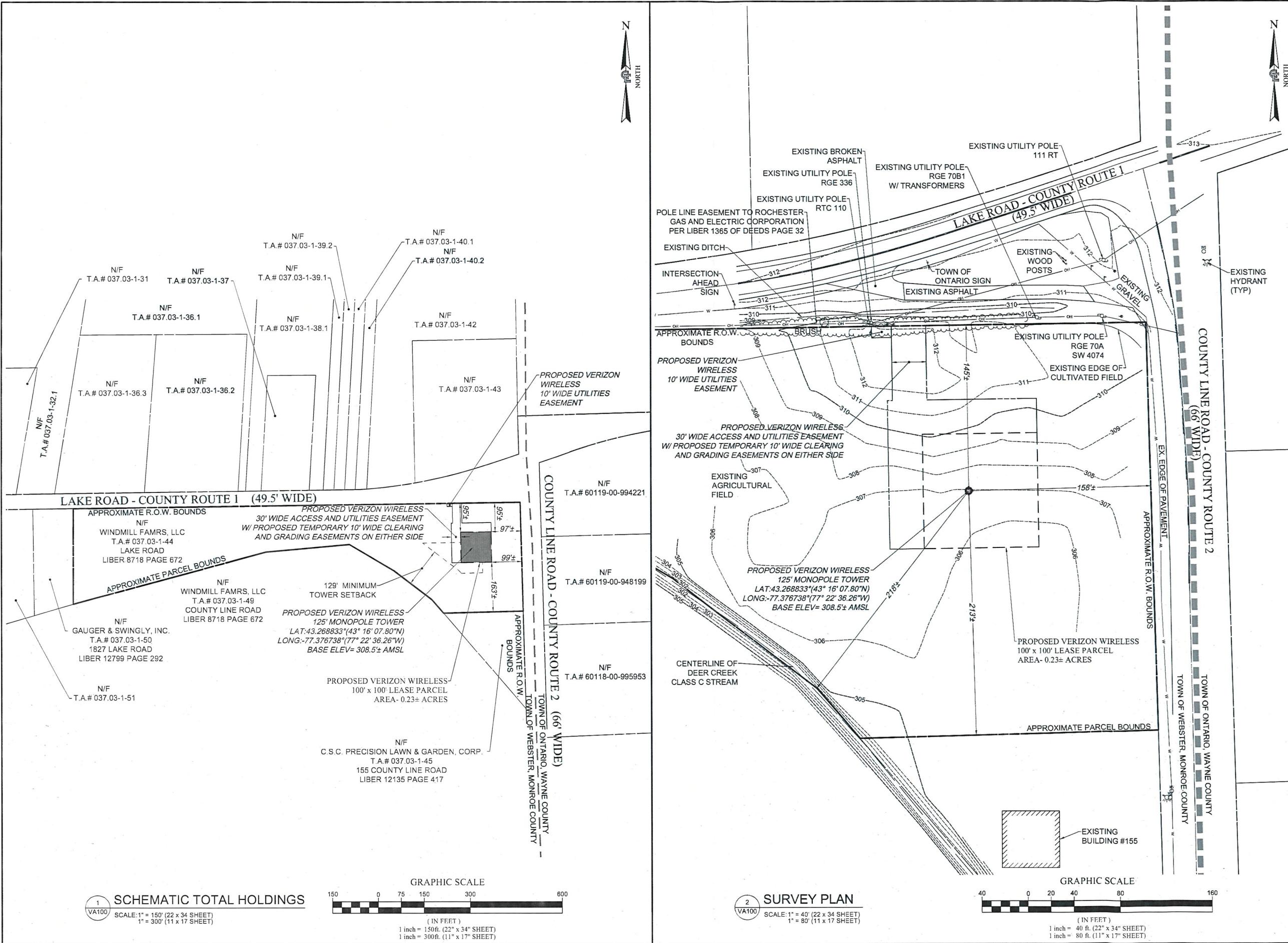
G.E. JOB NUMBER SHEET NUMBER

9161 | GA002

## STRUCTURAL NOTES

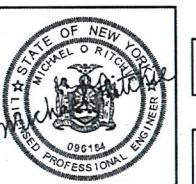
1. PROPOSED TOWER AND FOUNDATION TO BE ANALYZED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
2. THE VERIFICATION OF STRUCTURAL ADEQUACY AND DESIGN OF THE ATTACHMENTS MUST BE PERFORMED, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
3. THE DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO ANSI/ITIA-222-H-2017 "STRUCTURAL STANDARDS FOR ANTENNA SUPPORTING STRUCTURES, ANTENNAS AND SMALL WIND TURBINE SUPPORT STRUCTURES".





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1275 JOHN STREET, SUITE #100  
WEST HENRIETTA, NEW YORK 14586



PROJECT  
MANAGER

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TO SIGN HIS/HER SEAL AND THE NOTATION  
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NAME AND SPECIFIC DESCRIPTION OF THE  
ALTERATION, TO THE DOCUMENT

LAKE ROAD  
OBJECT ID: 17108195  
LOCATION ID: 5000940807

OWN OF WEBSTER  
UNTY OF MONROE  
ATE OF NEW YORK

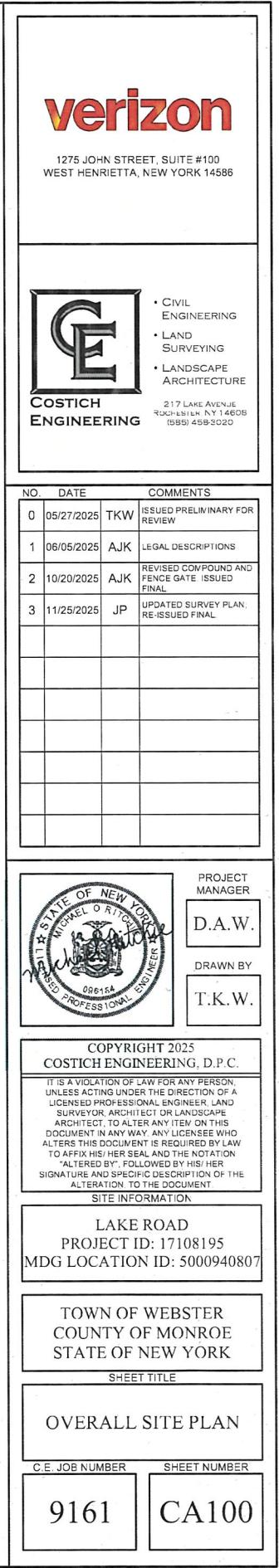
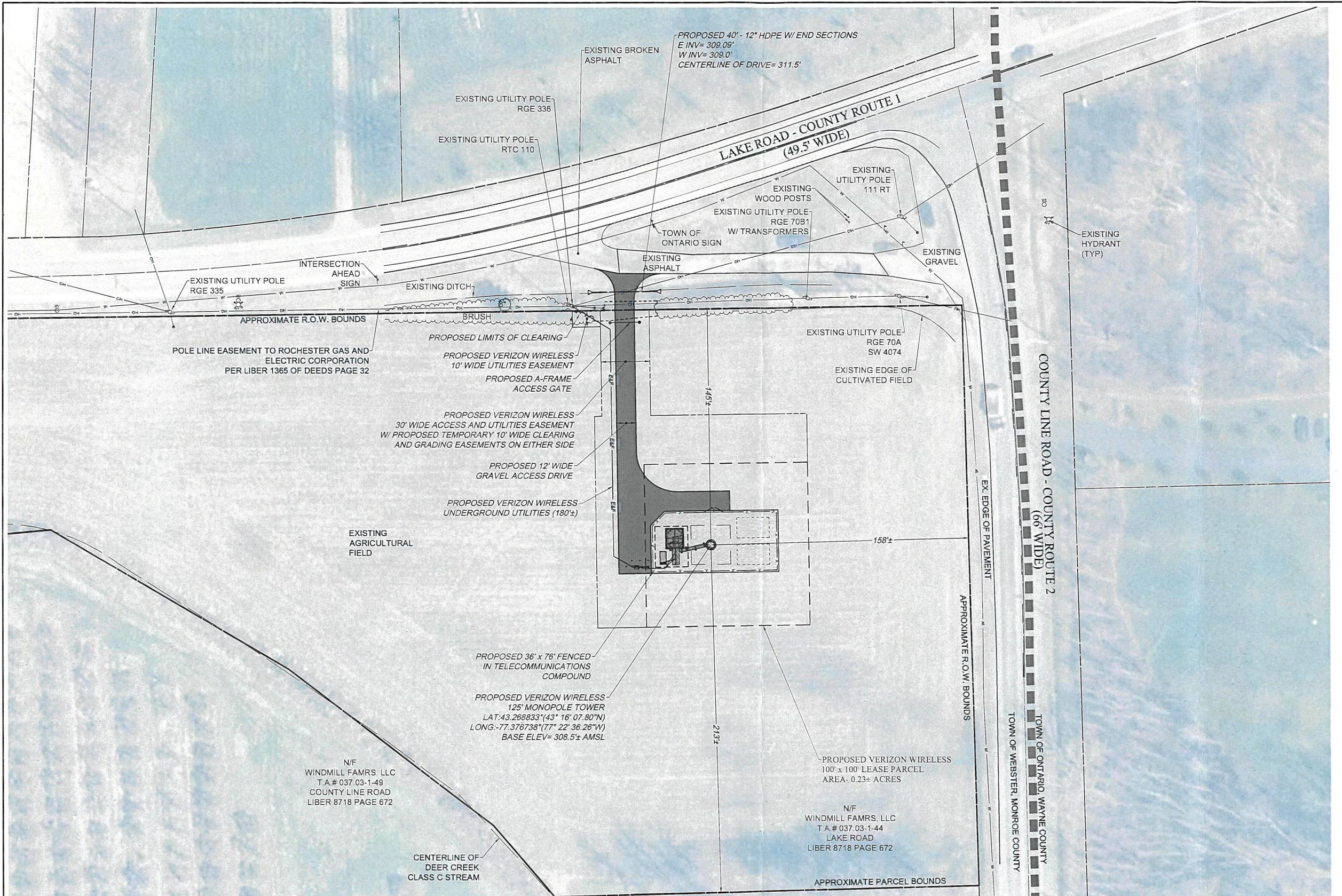
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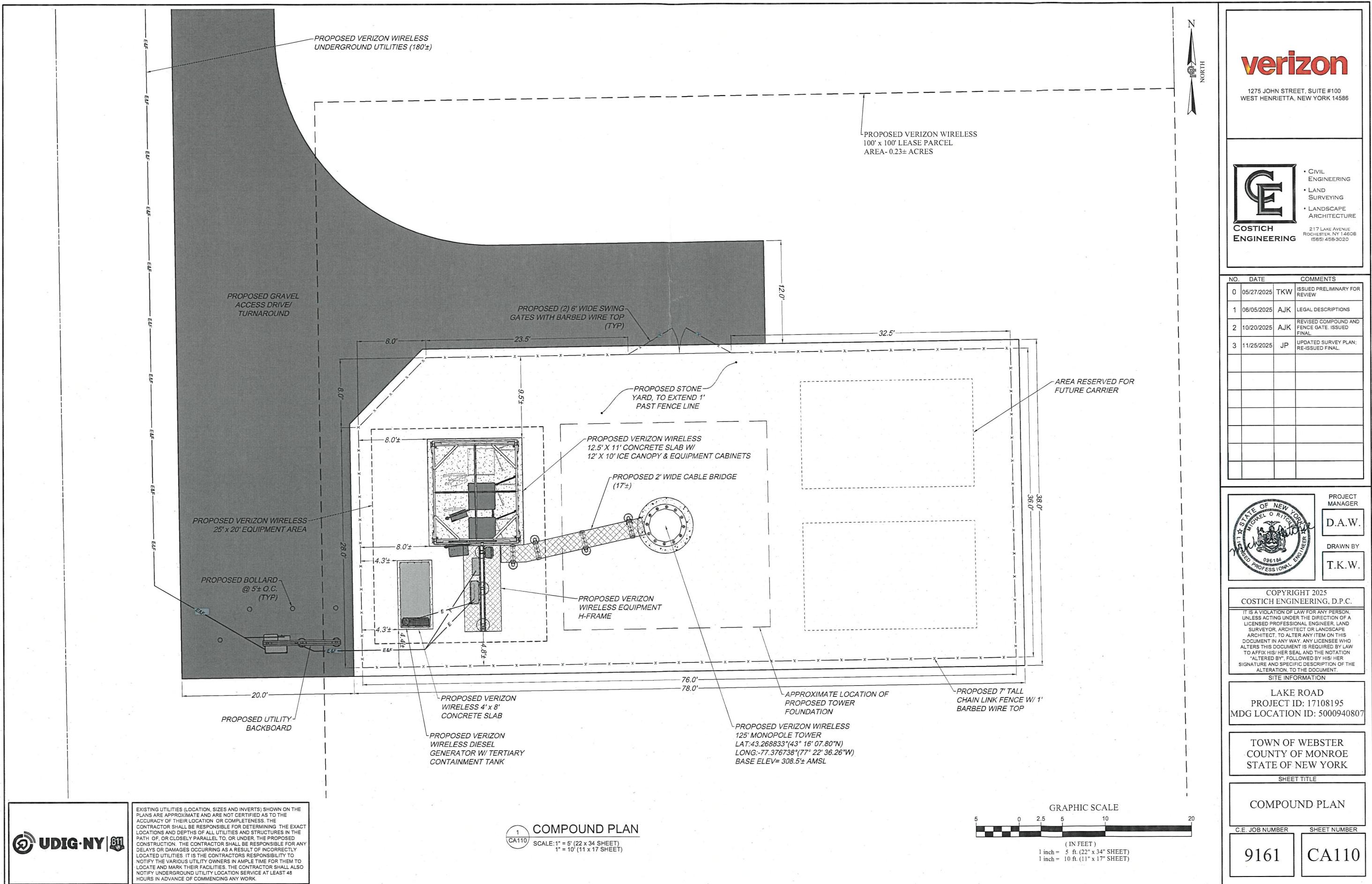
## HEMATIC TOTAL LDINGS/ SURVEY PLAN

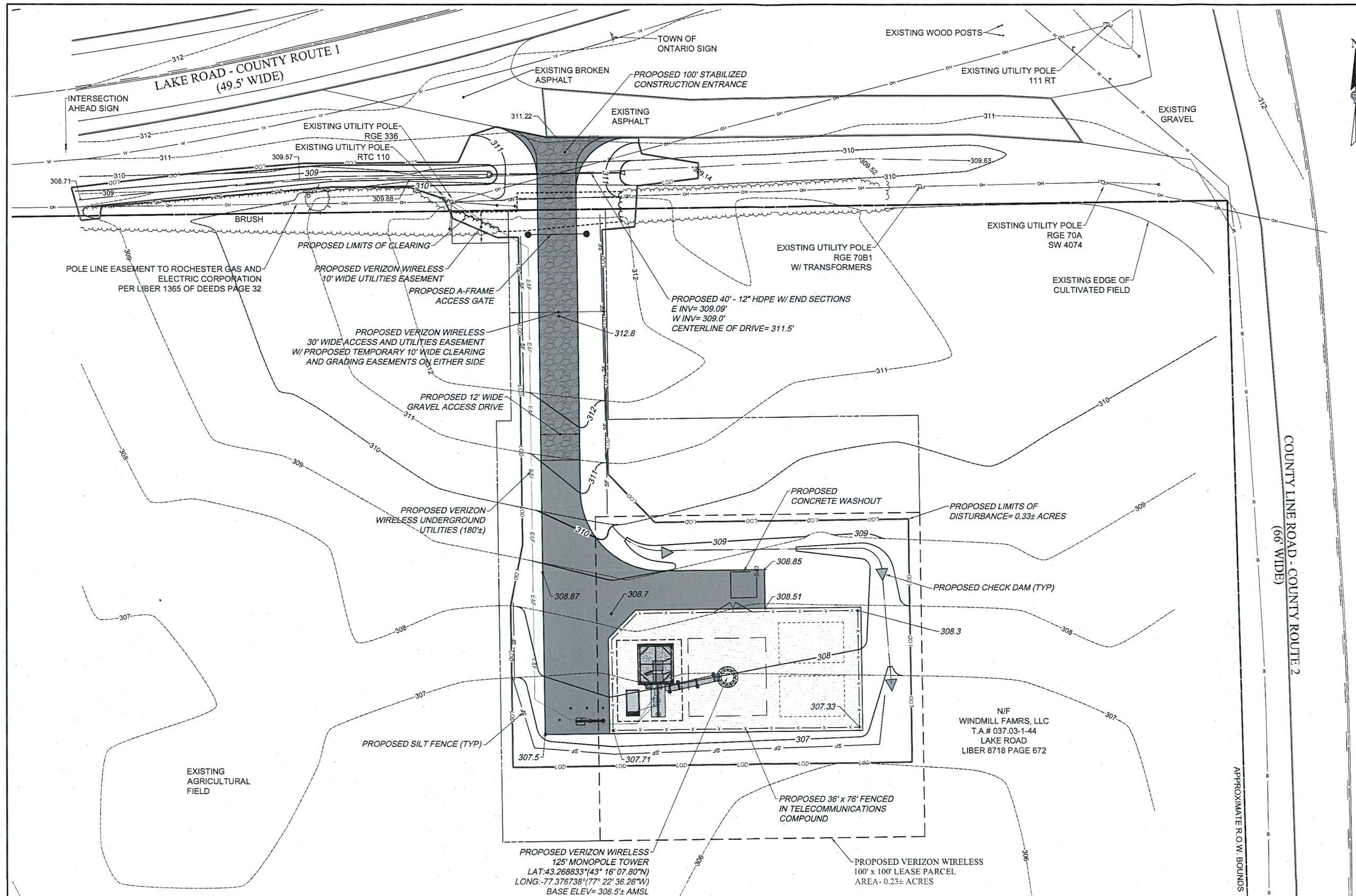
NUMBER SHEET NUMBER

61 | VA100









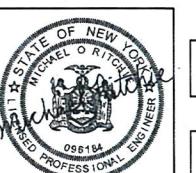
EXISTING UTILITIES (LOCATION, SIZES AND INVERTS) SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT CERTIFIED AS TO THE ACCURACY OF THEIR LOCATION OR COMPLETENESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF EXISTING UTILITIES AND STRUCTURES IN THE PAVING OR GRAVEL PILE AREA OR IN THE DUG-OUT PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DELAYS OR DAMAGES OCCURRING AS A RESULT OF INCORRECTLY LOCATED UTILITIES. IT IS THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY OWNERS IN AMPLE TIME FOR THEM TO LOCATE AND MARK THEIR FACILITIES. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND UTILITY LOCATION SERVICE AT LEAST 48 HOURS IN ADVANCE OF COMMENCING ANY WORK.

## 1 GRADING & EROSION CONTROL PLA

CA120 SCALE: 1" = 15' (22 x 34 SHEET)  
1" = 30' (11 x 17 SHEET)

verizon

1275 JOHN STREET, SUITE #100  
WEST HENRIETTA, NEW YORK 14586



## PROJECT MANAGE

D.A.W.

DRAWN TO

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## SITE INFORMATION

LAKE ROAD  
PROJECT ID: 17108195  
MDG LOCATION ID: 50009408

TOWN OF WEBSTER  
COUNTY OF MONROE  
STATE OF NEW YORK

## GRADING & EROSION CONTROL PLAN

C.E. JOB NUMBER    SHEET NUMBER

THE INFLUENCE OF THE CULTURE OF THE PARENTS ON THE CHILD'S LANGUAGE 11

9161 | CA120

9161 | CA120

