

**TOWN BOARD of the TOWN OF HAMMOND
ST. LAWRENCE COUNTY, NEW YORK**

In the Matter of the Application of

**ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP
(Verizon Wireless)**

Lands n/f Brian Bawden and Elizabeth Bawden
119 Factory Road
Town of Hammond, St. Lawrence County, New York
Section 141.001, Block 1, Lot 24.2

**APPLICATION FOR SPECIAL USE PERMIT AND SITE PLAN REVIEW
and STATEMENT OF INTENT**

Submitted by:

Verizon Wireless
Brandon Farinaccio, Manager - Network Real Estate
225 Jordan Rd
Troy, New York 12180
(518) 248-6254

Tectonic Engineering & Surveying Consultants, P.C.
Steven Matthews, P.E.
36 British American Blvd, Suite 101
Latham, New York 12110
(518) 783-1630

Pyramid Network Services, LLC
Timothy Richmond, Project Manager
6615 Towpath Rd
East Syracuse, New York 13057
(315) 380-9070

Please direct all correspondence to:

Young, Sommer, LLC
David C. Brennan, Esq.
Executive Woods
Five Palisades Drive
Albany, New York 12205
(518) 438-9907
dbrennan@youngsommer.com

Dated: February 27, 2025

APPLICATION FOR SITE PLAN REVIEW

-- to be completed before Planning Board Meeting--

DATE: February 27, 2015

APPLICANT NAME: St. Lawrence Seaway RSA Cellular Partnership (Verizon Wireless)

MAILING ADDRESS: c/o Young/Sommer LLC, Attn: David C. Brennan, Esq.

5 Palisades Drive, Suite 300

Albany NY 12205

TELEPHONE: (518) 438-9907 ext 224

PROPERTY OWNER (IF DIFFERENT): Brian and Elizabeth Bawden

LETTER OF SIGNED PERMISSION ATTACHED (CIRCLE ONE): YES NO

LOCATION OF SITE (ROAD NAME AND ESTIMATED DISTANCE FROM NEAREST INTERSECTION:

119 Factory Road

PARCEL TAX

MAP NUMBER – SECTION 141.001 BLOCK 1 LOT 24.2

TOTAL SITE AREA (SQUARE FEET OR ACRES) 10,000 Sq. ft. + 596 ft. Access Dr.

DESCRIBE PROPOSED BUILDINGS, STRUCTURES, AND/OR USES OF SITE:

Wireless telecommunications tower and accessory structures.

LIST THE USES ON SURROUNDING PROPERTIES:

Farm land and Residential

LIST ATTACHEMENTS TO THIS APPLICATION:

Zoning Application Package with all Zoning Materials, Maps, RP Plotting, and Licenses for St. Lawrence County.

SIGNATURE: David C. Brennan

PRINT NAME: David C. Brennan, Esq.

LETTER OF AUTHORIZATION

Let it be known that Young/Sommer LLC on behalf of Verizon Wireless has been retained to act as agent to perform all acts for development on my property identified below.

Please Check One of the Following:

☐ Minor Subdivision ☐ Major Subdivision ☐ Lot Line Adjustment
☒ Site Plan ☐ Site Plan Modification ☒ Special Use Permit ☐ Variance Application

These acts include: (please initial the acts you are authorizing)

- ☒ Pre-application conferences with Town staff, filing applications and/or other required documents relative to all Planning Board / Board of Appeals applications
- ☒ Main point of contact for Town staff
- ☒ Agent will be contacted on all matter instead of the owner
- ☒ Attend all Planning Board / Board of Appeals meetings on my behalf

Tax Parcel: 141.001-1-24.2

Address: 119 Factory Road

PROPERTY OWNER(s):

Signature: Brian Bawden Date: FEB 13/25

Signature: Elizabeth Bawden Date: 02/13/25

Printed Name(s): Brian Bawden and Elizabeth Bawden

Address: 119 FACTORY ROAD

City: HAMMOND State: NY Zip: 13646

Phone: 315-528-8958 / 315-324-6926 Fax: _____

AGENT:

Signature: David C Brennan Date: _____

Printed Name: David C. Brennan, Esq.

Address: Young/Sommer LLC, 5 Palisades Drive

City: Albany State: NY Zip: 12205

Phone: 518-438-9907 x 224 Fax: dbrennan@youngsommer.com

(circle one)

Town of Hammond

Application #

Agricultural Data Statement

Date 01/31/2025

Instructions: This form must be completed for any application for a special use permit, site plan approval, use variance or a subdivision approval requiring municipal review that would occur on property within 500 feet of a farm operation located in a NYS Dept. of Ag & Markets certified Agricultural District.

Applicant

Owner if Different from Applicant

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

Name: Brian Bawden
Address: 119 Factory Rd
Hammond NY 13646

1. Type of Application: ☒ Special Use Permit; ☒ Site Plan Approval; ☐ Height Variance;
(circle one or more) ☐ Subdivision Approval

2. Description of proposed project: Verizon Wireless ("Applicant") proposes the installation of an unmanned wireless communications facility located on the existing property. In general, the installation will consist of the following: nine (9) antennas and related equipment mounted on a proposed 170' (174' with lightning rod) tall monopole at a center-line height of 165', cellular equipment at grade within a 50'x50' fenced area, and all related cabling and utilities.

3. Location of project: Address: 119 Factory Rd Hammond, NY 13646
Tax Map Number (TMP) 141.001-1-24.2

4. Is this parcel within an Agricultural District? ☐ NO ☒ YES (Check with your local assessor if
5. If YES, Agricultural District Number STLA001 you do not know)
6. Is this parcel actively farmed? ☐ NO ☒ YES
7. List all farm operations within 500 feet of your parcel. Attach additional sheets if necessary.

Name: Gary Maloy
Address: 206 Factory Rd, Hammond, NY 13646
Tax ID: 141.001-1-27

Is this parcel actively farmed? ☐ NO ☒ YES

Name: John N & Roberta L Morrison
Address: Cook Rd, Hammond, NY 13646
Tax ID: 141.001-1-26.11

Is this parcel actively farmed? ☐ NO ☒ YES

Name: John & Roberta Morrison
Address: 539 Cr 6, Hammond, NY 13646
Tax ID: 141.003-1-17

Is this parcel actively farmed? ☐ NO ☒ YES

Name: Paul D & Nancy A Dunham
Address: 495 Cr 6, Hammond, NY 13646
Tax ID: 141.003-1-2

Is this parcel actively farmed? ☐ NO ☒ YES

(circle one)

Town of Hammond

Application #

Agricultural Data Statement

Date 01/31/2025

Name: John N & Roberta Morrison

Address: Cr 6, Hammond, NY 13646

Tax ID: 141.003-1-15.21

Is this parcel actively farmed? ☐ NO ☒ YES

Name: Brian & Elizabeth Bawden

Address: Cr 6, Hammond, NY 13646

Tax ID: 141.003-1-14.12

Is this parcel actively farmed? ☐ NO ☒ YES

Name: James R Tague & Lori Thistle

Address: 207 Factory Rd, Hammond, NY 13646

Tax ID: 140.002-3-2.1

Is this parcel actively farmed? ☐ NO ☒ YES

Name: C&D Ranch Revocable Trust

Address: Factory Rd, Hammond, NY 13646

Tax ID: 141.001-1-24.1

Is this parcel actively farmed? ☐ NO ☒ YES

Name: _____

Address: _____

Is this parcel actively farmed? ☐ NO ☐ YES

Name: _____

Address: _____

Is this parcel actively farmed? ☐ NO ☐ YES

Name: _____

Address: _____

Is this parcel actively farmed? ☐ NO ☐ YES

Name: _____

Address: _____

Is this parcel actively farmed? ☐ NO ☐ YES

Name: _____

Address: _____

Is this parcel actively farmed? ☐ NO ☐ YES

Name: _____

Address: _____

Is this parcel actively farmed? ☐ NO ☐ YES

Name: _____

Address: _____

Is this parcel actively farmed? ☐ NO ☐ YES

Name: _____

Address: _____

Is this parcel actively farmed? ☐ NO ☐ YES

Signature of Applicant

Signature of Owner (if other than applicant)

Reviewed by:

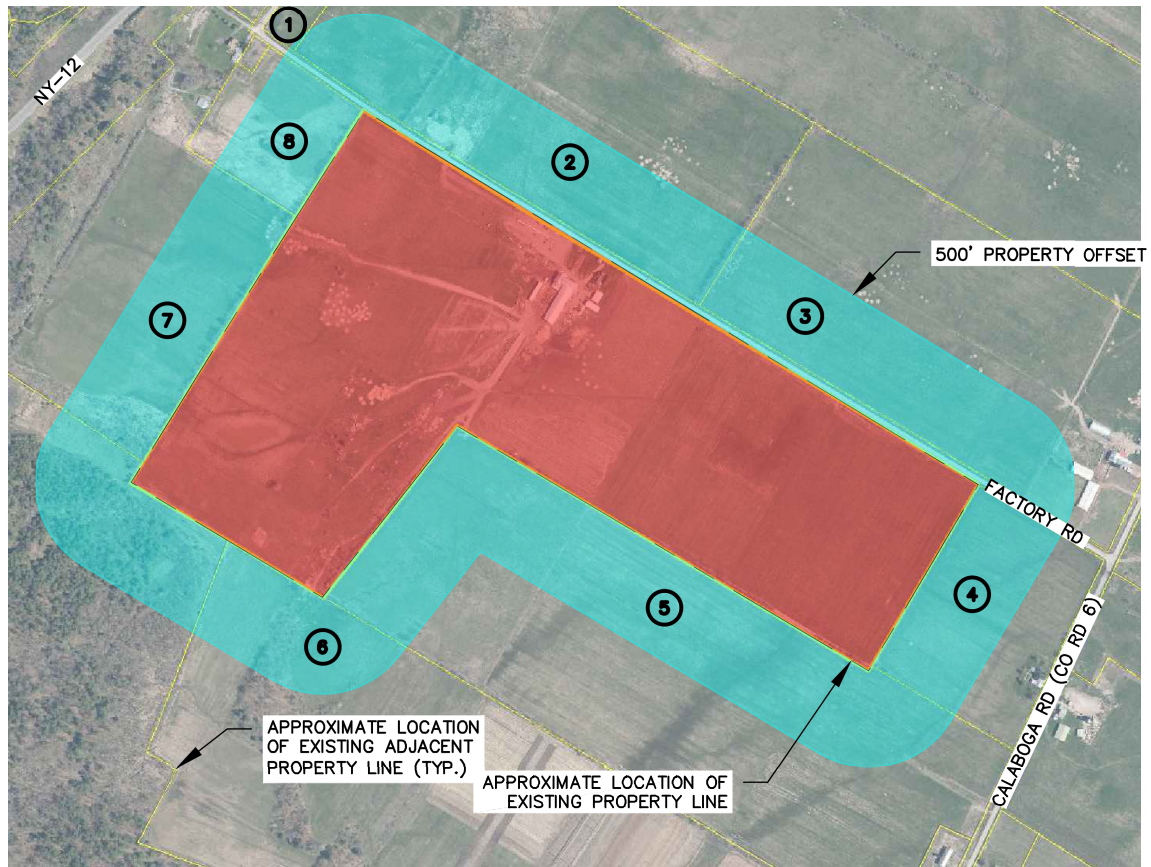
Signature of Municipal Official

Date

NOTE TO REFERRAL AGENCY: County Planning Board review is required. A copy of the Agricultural Data Statement must be submitted along with the referral to the County Planning Department.



WORKING FARM LOCATED IN AG. DISTRICT		
ID	SBL	OWNER
1	141.001-1-27	GARY MALOY
2	141.001-1-26.11	JOHN N & ROBERTA L MORRISON
3	141.003-1-17	JOHN & ROBERTA MORRISON
4	141.003-1-2	PAUL D & NANCY A DUNHAM
5	141.003-1-15.21	JOHN N & ROBERTA MORRISON
6	141.003-1-14.12	BRIAN & ELIZABETH BAWDEN
7	140.002-3-2.1	JAMES R TAGUE & LORI THISTLE
8	141.001-1-24.1	C&D RANCH REVOCABLE TRUST



PROPERTY PLAN

SCALE: 1" = 1000'



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-6531
Latham, NY 12110 www.tectonicengineering.com

AGRICULTURAL DATA STATEMENT MAP

DUCK COVE

119 FACTORY ROAD - TOWN OF HAMMOND
ST. LAWRENCE COUNTY, NY 13646

**ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP
(LESSEE)**

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:11860.197 ISSUED BY: NMW DATE: 1/31/25

SCALE: AS NOTED

SHEET: AG MAP

REV: 0

Subject to the 150-day FCC Shot Clock Timeframe Set Forth in 47 CFR § 1.6003(c)(1)(iv)

**TOWN BOARD OF THE TOWN OF HAMMOND
ST. LAWRENCE COUNTY, NEW YORK**

In the Matter of the Application of

ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP

Premises: Lands n/f of Brian Bawden and Elizabeth Bawden
 119 Factory Road
 Town of Hammond, St. Lawrence County, New York
 Section 141.001, Block 1, Lots 24.2

**STATEMENT OF INTENT
APPLICATION FOR SPECIAL USE PERMIT AND SITE PLAN APPROVAL**

I. Introduction

ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP ("Verizon Wireless" or the "Applicant") proposes the construction of an unmanned public utility/personal wireless service facility (a "communications facility") on a 100± ft. x 100± ft. (10,000± sq. ft.) portion of lands n/f owned by Brian and Elizabeth Bawden and located off 119 Factory Road in the Town of Hammond, County of St. Lawrence, State of New York (Tax Map Parcel No. 141.001-1-24.2) (the "premises") [TABS 1, 2 and 13].

Verizon Wireless is considered a public utility under New York decisional law (*Cellular Telephone Company v. Rosenberg*, 82 N.Y.2d 364 (1993)) [TAB 3], and a provider of "personal wireless services" under the federal Telecommunications Act of 1996 (the "TCA") [TAB 4]. Verizon Wireless' equipment will be in operation twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. A copy of the applicable Verizon Wireless FCC license is included herewith [TAB 5].

The proposed communications facility consists of a 170± ft. monopole tower (174± ft. when including a 4± ft. lightning rod), one 12.5± ft. x 11± ft. equipment pad and all associated antennas, improvements, equipment cabinets, and access/utilities. The project is an allowable land use subject to the Applicant obtaining a Special Use Permit and Site Plan Approval in accordance with the Town of Hammond 2021 Land Use Law ("2021 LUL").¹

¹ To the extent variance relief is required from the Town of Hammond, this State's highest Court determined in *Rosenberg* that the ordinary variance standard is inapplicable and a cellular telephone company applying for relief need only show that (1) the relief is "required to render safe and adequate service," and (2) there are "compelling reasons, economic or otherwise," for needing the variance. *Cellular Telephone Company v. Rosenberg*, 82 N.Y.2d 364, 372 (1993). The Applicant believes that this project complies in all material respects with the provisions of the Wireless Telecommunications Facilities Regulations and the Town of Hammond Zoning Law, and, except as noted herein, that no variance or other relief is required.

II. Purpose of Duck Cove Communications Facility

The purpose of the proposed communications facility (known internally as “Duck Cove”) is to provide an improved, adequate and safe level of emergency and non-emergency Verizon Wireless 4G/LTE communications services across currently underserved areas within and surrounding the southwestern portion of the Town of Hammond. More specifically, the facility will offer substantial improvements in both coverage and capacity (ability for the network to adequately satisfy the demand for high-speed wireless services) for the homes, businesses, water ways and recreational areas within and surrounding the southwestern portion of the Town of Hammond. Specifically, 4.6± miles along NY-12, 1.1± miles along NY-37 and 1.9± miles along Calaboga Rd. - as well as several other roads across the Targeted Improvement Area - will gain critically needed coverage improvements. [TAB 6].

III. Description of Land Use

Applicant’s communications facility will consist of the following general components: nine (9) Verizon Wireless panel antennas mounted at the top position of a proposed 170± ft. monopole (174± ft. when including a 4± ft. lightning rod); an unmanned Verizon Wireless equipment platform measuring 12.5± ft. x 11± ft. in size; cabling connecting the antennas to the equipment platform; and associated cabling and all related ground equipment (including emergency backup generator) and utility services (power and telephone/fiberoptic services) [see, **Zoning Site Plan of Tectonic Engineering, included herewith at TAB 12**].

The communications facility will be located on a 100± ft. x 100± ft. (10,000± sq. ft.) lease area. A 30± ft. wide easement area will provide the Applicant with access and utility services to and from the premises. Access to the proposed facility will originate from Factory Road utilizing a new gravel drive to connect with the tower compound. Utilities will be installed underground in a trench adjacent to the access drive. A six (6) foot chain link safety fence (with 3 strands of barbed wire on the top) will be installed to secure the tower site and protect the tower and Verizon Wireless’ telecommunications equipment from unauthorized access. The fenced area of the compound is 50’ x 50’ (2,500 s.f.).

The proposed communications facility is unmanned, and will be visited for routine maintenance purposes approximately 1 – 3 times per year. As such, the project will not have any impact on existing water and sewage services. In addition, neither pedestrian nor vehicular access will be significantly impacted.

IV. Compliance with Hammond Land Use Law Regulations

Verizon Wireless’ proposed communications facility complies in all material respects with the Town of Hammond 2021 LUL:

A. COMPLIANCE WITH SITE PLAN APPROVAL REQUIREMENTS:

1. **Section 6.04(1)** This application for Site Plan Approval is submitted hereby in writing along with all necessary forms of the Planning Board, including:

2. **Section 6.04(2)(2.2)** Maps containing scale, north arrow, boundaries and dimensions of the parcel of property involved, and identification of adjacent properties including ownership and roads and any known easements or rights-of-way. [See TAB 12].
3. **Section 6.04(2)(2.3)** Map showing existing features of the site including structures, roads, bodies of water, flood-prone areas, wooded areas, land uses, water and sewer lines, paved areas, wells, and on-site sewage disposal facilities
4. **Section 6.04(2)(2.4)** Maps indicating the location, dimensions, and arrangement of any proposed buildings or uses on the site, including roads, pathways, etc., providing ingress and egress.
5. **Section 6.04(2)(2.5)** Maps showing proposed structures including exterior dimensions and elevations of front, side, and rear. [TAB 12].
6. **Section 6.04(2)(2.6)** Names and address of applicant and any professional advisors.
7. **Section 6.04(2)(2.7)** Copy of deed to the property. [TAB 2].
8. **Section 6.04(2)(2.8)** Authorization of the owner to apply for a permit if the applicant is not the owner of the property in question. [TAB 2].
9. **Section 6.05(2)(2.1)** Record of application for and approval status of all necessary permits from Federal, State, and County agencies. [TAB 5].
10. **Section 6.05(2)(2.3)** An estimated project construction schedule. [See FEAF, TAB 1].

B. COMPLIANCE WITH TELECOMMUNICATIONS FACILITY CRITERIA:

1. **Site Type / Location Preferences:** Construction of the new telecommunications facility fully complies with the siting preferences of the Town of Hammond LUL:
 - Section 5.17(4)(4.1.1) A site selection analysis is enclosed detailing efforts to collocate and why collocation is not feasible for this site. [TAB 6].
2. **Antenna Height:** The Applicant has submitted a report detailing the need for this telecommunications facility and the reasoning behind constructing the tower at 170 feet. Additionally, the antennas will be mounted below the 199 foot FAA regulation ensuring that additional lighting is not required. Section 5.17(4)(4.3.1). [See also TAB 10].

3. **Aesthetics:** The tower itself will be constructed of a galvanized steel material which will blend into the surroundings making it visually unobtrusive. [See also TAB 9].
4. **Security:** Verizon Wireless' compound will be surrounded by a 6 foot tall chainlink fence topped with three (3) strands of barbed wire extending another foot. Section 5.17(4)(4.10). [TAB 12, Sheet C-4A].
6. **Lot Size and Setbacks:** Site plans detailing compliance with setbacks and lot sizes described in Section 5.17(4)(4.8-4.9) have been attached as TAB 12.

Public Necessity

As noted above and in TABS 3 and 4, Verizon Wireless is recognized as a public utility under New York law and a provider of personal wireless services under the federal Telecommunications Act of 1996. This project is a public necessity in that it is required for the wireless network to assist with the rendering of adequate and safe domestic hand-held telephone service (mobile and in-building) to a significant portion of the Town of Hammond. This, combined with the federal mandate to expeditiously deploy advanced wireless services across the nation and Verizon Wireless' FCC licenses to provide such services in the Town of Hammond, demonstrates that Verizon Wireless' facility is a public necessity. Without the construction of the communications facility proposed, the public would be deprived of an essential means of communication, which, in turn, would jeopardize the safety and welfare of the community and traveling public.

Compelling Reasons for Approval

There are compelling reasons, economic or otherwise, for approving Verizon Wireless' application for a Telecommunications Facility Special Use Permit and Site Plan Review.

The Applicant's Radio Frequency (RF) Design Engineer has demonstrated that: (a) there are significant gaps in Verizon Wireless network coverage (mobile and in-building) in the Hammond area; and (b) construction of a new 170± ft. monopole tower (174± ft. when including a 4± ft. lightning rod) at 119 Factory Road (Section 141.001, Block 1, Lot 24.2) Specifically, 4.6± miles along NY-12, 1.1± miles along NY-37 and 1.9± miles along Calaboga Rd. - as well as several other roads across the Targeted Improvement Area - will gain critically needed coverage improvements. Additionally, the proposed communications facility will integrate to the extent practicable with Verizon Wireless' existing network in the nearby area.

As noted above, the Applicant has proposed a facility that will assist Verizon Wireless in providing adequate and safe coverage to a significant portion of the Town of Hammond, in accordance with its FCC licenses. In this regard, the proposed communications facility will not give rise to an undue visual impact.

V. Conclusion

Approval of the Duck Cove telecommunications facility will assist Verizon Wireless to provide an adequate and safe level of hand-held wireless telephone service to the Town of Hammond, within the confines of applicable technological and land use limitations. Such approval will also be in the public interest, in that it will allow Verizon Wireless to comply with its statutory mandate to build out its network and provide local businesses, residents and public service entities with safe and reliable wireless communications services. Based upon the foregoing, Verizon Wireless respectfully submits that this project complies in all material respects with the Special Use Permit requirements of the Town of Hammond's Telecommunications Facility Regulations, and any potential impact on the community created by this approval may properly be considered to be minimal and of no significant adverse effect.

Attached to this Application and Statement of Intent are the following:

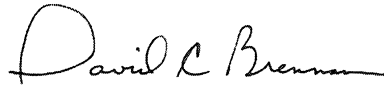
1. Full Environmental Assessment Form ("FEAF") prepared by Tectonic Engineering.;
2. Land Lease Agreement between Brian Bawden and Elizabeth Bawden and Verizon Wireless, along with a copy of the deed;
3. Documentation of Public Utility Status and Overview of the *Rosenberg* Decision;
4. Overview of Telecommunications Act of 1996;
5. Copies of Verizon Wireless' FCC License for the St. Lawrence County area;
6. RF Justification prepared by the RF Design Engineer with the Verizon Wireless Network Engineering Department and Site Selection Analysis prepared by Site Acquisition Specialist at Pyramid Network Services, LLC;
7. RF Safety Report prepared by Michael Fischer, P.E., with Centerline;
8. Non-Interference Letter prepared by the Verizon Wireless RF Design Engineer;
9. Viewshed mapping and Visual EAF Addendum prepared by Tectonic Engineering;
10. FCC TOWAIR Determination Results;
11. Tower Design Letter and Collocation and Tower Removal Bond Commitment Letter; and
12. Zoning Site Plan Drawings prepared by Tectonic Engineering

Kindly place this matter on the agenda for discussion at the next meeting of the Hammond Town Board. In the meantime, if you should have any questions or require any additional information, I can be reached at (518) 438-9907 ext. 224.

Thank you for your consideration.

Respectfully submitted,

ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP

A handwritten signature in black ink, reading "David C. Brennan". The signature is written in a cursive style with a large, looped initial "D".

David C. Brennan, Esq.
Regional Local Counsel

Dated: February 27, 2025

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: St. Lawrence Seaway RSA Cellular Partnership, d/b/a Verizon Wireless - Unmanned Wireless Communications Facility - "Duck Cove"		
Project Location (describe, and attach a general location map): 119 Factory Rd, Town of Hammond, New York 13646		
Brief Description of Proposed Action (include purpose or need): St. Lawrence Seaway RSA Cellular Partnership, d/b/a Verizon Wireless ("Verizon Wireless" or the "Applicant") proposes the installation of an unmanned wireless communications facility located on the existing property. Said property being located on Factory Rd 0.83 miles Northwest of the intersection County Rd 6 and Factory Rd. Access to the proposed facility will originate from Factory Rd utilizing a proposed gravel driveway. In general, the installation will consist of the following: a 170' tall monopole (174' including 4' lightning rod), nine (9) antennas and related equipment to be mounted to the tower at a center-line height of 165', cellular and utility equipment at grade in a proposed 50'x50' fenced compound. The project also includes the installation of power and fiber utilities to service the facility.		
Name of Applicant/Sponsor: St. Lawrence Seaway RSA Cellular Partnership, d/b/a Verizon Wireless	Telephone: (518) 248-6254	
	E-Mail: brandon.farinaccio@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): Young/Sommer LLC, attn: Dave Brennan	Telephone: (518) 438-9907	
	E-Mail: dbrennan@youngsommer.com	
Address: Executive Woods, Five Palisades Drive		
City/PO: Albany	State: New York	Zip Code: 12205
Property Owner (if not same as sponsor): Brian Bawden	Telephone:	
	E-Mail:	
Address: 119 Factory Rd		
City/PO: Hammond	State: NY	Zip Code: 13646

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 checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Planning Board - Special use permit & Site Plan Review	TBD
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Code Enforcement - Building/Work Permit	TBD
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Planning Referral	TBD
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SHPO - Letter of No Impact	TBD
h. Federal agencies <input type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" 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 only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- 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; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

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?

R-A (Residential Agricultural)

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? Hammond

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

New York State Police, County Sheriff's Office.

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

Hammond Fire Department, Redwood Volunteer Fire Dept, Gouverneur Rescue Squad, Indian River Ambulance Service Inc.

d. What parks serve the project site?

Scenic View Park, Keewaydin State Park, Macsherry Trail, Chippewa Bay Preserve, Lonesome Bay State Forest

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)? Unmanned telecommunications facility

b. a. Total acreage of the site of the proposed action? 119.20 acres

b. Total acreage to be physically disturbed? 0.52 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.23 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: 2 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, show numbers of units proposed.				
	<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)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Total number of structures <u>1</u> (tower)	
ii. Dimensions (in feet) of largest proposed structure: <u>174'</u> height; <u>6'</u> width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ 0 square feet	

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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____	
ii. 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: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

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:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ 	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No	
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:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

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:

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? ☐ Yes ☐ No
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

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>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): _____ _____ _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____</p>		
<p>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? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____ _____</p> <p>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)? _____ _____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>		
<p>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? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) N/A</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) Construction equipment</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) Emergency backup generator</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<p>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? _____</p> <p>If Yes:</p> <p>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) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>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</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>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</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>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</p> <p>If Yes:</p> <p>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 _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>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</p> <p>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</p> <p>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</p>			
<p>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</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____ Minimal increase in electrical power usage as necessary to operate the facility.</p> <p>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 _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8am-5pm • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 hours • Saturday: _____ 24 hours • Sunday: _____ 24 hours • Holidays: _____ 24 hours </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8am-5pm • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 hours • Saturday: _____ 24 hours • Sunday: _____ 24 hours • Holidays: _____ 24 hours
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8am-5pm • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 hours • Saturday: _____ 24 hours • Sunday: _____ 24 hours • Holidays: _____ 24 hours 		

<p>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</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p style="margin-left: 20px;"><u>During construction, noise associated with the operation of construction equipment, once construction of the proposed facility is complete, the on-site generator will be the only contributing factor to noise levels.</u></p> <p>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</p> <p>Describe: _____</p>
<p>n. Will the proposed action have outdoor lighting? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p style="margin-left: 20px;"><u>One (1) switch operated LED light fixture attached to the h-frame at grade, designed to illuminate the area in and around the Verizon equipment only.</u></p> <p>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</p> <p>Describe: _____</p>
<p>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</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>
<p>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</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p> <p>_____</p>
<p>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</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>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</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

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:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

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? ☐ Yes ☒ 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? ☐ Yes ☐ 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

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☒ Forest ☒ Agriculture ☒ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	6.07	6.36	+0.29
• Forested	0.37	0.37	0.00
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.00	0.23	+0.23
• Agricultural (includes active orchards, field, greenhouse etc.)	112.76	112.24	-0.52
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

<p>c. Is the project site presently used by members of the community for public recreation? <i>i. If Yes: explain:</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>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>i. Identify Facilities:</i> _____ _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>e. Does the project site contain an existing dam? If Yes: <i>i. Dimensions of the dam and impoundment:</i> <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <i>ii. Dam's existing hazard classification:</i> _____ <i>iii. Provide date and summarize results of last inspection:</i> _____ _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>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>i. Has the facility been formally closed?</i> <ul style="list-style-type: none"> • If yes, cite sources/documentation: _____ <i>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</i> _____ _____ <i>iii. Describe any development constraints due to the prior solid waste activities:</i> _____ _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:</i> _____ _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>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>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</i> <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 <i>ii. If site has been subject of RCRA corrective activities, describe control measures:</i> _____ _____ _____ <i>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?</i> If yes, provide DEC ID number(s): _____ <i>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):</i> _____ _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No													
<ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ 													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ 3.21 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: 60%;">MfA</td> <td style="width: 20%;"></td> <td style="width: 20%; text-align: right;">96.4 %</td> </tr> <tr> <td>Gu</td> <td></td> <td style="text-align: right;">3.6 %</td> </tr> <tr> <td>_____</td> <td></td> <td style="text-align: right;">_____ %</td> </tr> </table>		MfA		96.4 %	Gu		3.6 %	_____		_____ %			
MfA		96.4 %											
Gu		3.6 %											
_____		_____ %											
d. What is the average depth to the water table on the project site? Average: _____ 0.64 feet													
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><input type="checkbox"/> Well Drained:</td> <td style="width: 30%;"></td> <td style="width: 40%; text-align: right;">_____ % of site</td> </tr> <tr> <td><input type="checkbox"/> Moderately Well Drained:</td> <td></td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td><input checked="" type="checkbox"/> Poorly Drained</td> <td></td> <td style="text-align: right;">100 % of site</td> </tr> </table>		<input type="checkbox"/> Well Drained:		_____ % of site	<input type="checkbox"/> Moderately Well Drained:		_____ % of site	<input checked="" type="checkbox"/> Poorly Drained		100 % of site			
<input type="checkbox"/> Well Drained:		_____ % of site											
<input type="checkbox"/> Moderately Well Drained:		_____ % of site											
<input checked="" type="checkbox"/> Poorly Drained		100 % 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: 60%; 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
If Yes to either <i>i</i> or <i>ii</i> , 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 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: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• Streams:	Name _____	Classification _____											
• Lakes or Ponds:	Name _____	Classification _____											
• Wetlands:	Name _____	Approximate Size _____											
• 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 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: _____													

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">Rabbits</td> <td style="width: 33%; border-bottom: 1px solid black;">Squirrels</td> <td style="width: 33%; border-bottom: 1px solid black;">Skunks</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Chipmunks</td> <td style="border-bottom: 1px solid black;">Opposums</td> <td style="border-bottom: 1px solid black;">Foxes</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Birds</td> <td style="border-bottom: 1px solid black;">Raccoons</td> <td style="border-bottom: 1px solid black;">Deer</td> </tr> </table>			Rabbits	Squirrels	Skunks	Chipmunks	Opposums	Foxes	Birds	Raccoons	Deer
Rabbits	Squirrels	Skunks									
Chipmunks	Opposums	Foxes									
Birds	Raccoons	Deer									
<p>n. Does the project site contain a designated significant natural community? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____ Site is in the vicinity of the Great Lakes Aquatic Bed Natural Community. EAF Mapper lists but the Natural Community not located on the project site.</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: NYSDEC Environmental Resource Mapper</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ 2,300.0 acres • Following completion of project as proposed: _____ 2,300.0 acres • Gain or loss (indicate + or -): _____ 0 acres 											
<p>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</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>											
<p>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</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p> <p>_____</p>											
<p>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</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>											
<p>E.3. Designated Public Resources On or Near Project Site</p>											
<p>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</p> <p>If Yes, provide county plus district name/number: STLA001</p>											
<p>b. Are agricultural lands consisting of highly productive soils present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? 0.6</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): UDSA Soil Survey</p>											
<p>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</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>											
<p>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</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>											

e. 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District ii. Name: <u>Nelson W. Keeler House (eligible)</u> iii. Brief description of attributes on which listing is based: <u>Criterion A - Exploration/settlement and Criterion C - architecture as a mid-19th century vernacular stone house.</u> 	
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 checked="" type="checkbox"/> Yes <input 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i. Identify resource: <u>Scenic View Park, Keewaydin State Park, Macsherry Trail, Chippewa Bay Preserve, Lonesome Bay State Forest</u> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>State Recreation, Designated Greenway Trails</u> iii. Distance between project and resource: _____ <u>5</u> 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: <ul style="list-style-type: none"> 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 Steven Matthews, agent on behalf of applicant Date 1/31/2025

Signature Steven Matthews Title Director of Engineering

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between **Brian Bawden and Elizabeth Bawden**, with an address at 119 Factory Road, Hammond, New York 13646 ("LESSOR") and **St. Lawrence Seaway RSA Cellular Partnership**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

1. 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 119 Factory Road, Town of Hammond, County of St. Lawrence, State of New York, Tax Map No. 141.001-1-24.2 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 10,000 square feet and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

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 5 years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for 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 then current extension term. The initial term and any extension terms shall be collectively referred to herein as the "Term".

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 119 Factory Road, Hammond, New York 13646 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds

transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. On each annual anniversary of the Commencement Date, the rent payable shall increase by % over the prior year's rental amount.

c. For any party to whom rental 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. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 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 a 30 foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement 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 its 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. 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, 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 debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

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 its 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 LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided any material modifications 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 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 cooperate with LESSEE 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 RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

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 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 the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss 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, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. 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 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. LESSOR hereby acknowledges that all or portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are either vacant or are currently being used solely for agricultural or forestry, or non-commercial uses or purposes. For purposes of this paragraph, a non-commercial use is one which does not involve members of the public. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR agrees that at such time and in the future, and at its own cost and expense, it will maintain the insurance policies described in "a" and "b" below with, as to "a", LESSEE included as an additional insured as their interest may appear under this Agreement and, as to "b", agrees to waive subrogation against LESSEE and to ensure said waiver is recognized by the insurance policies insuring the property.

LESSEE agrees to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$ _____ per occurrence for bodily injury and property damage and \$ _____ in the annual aggregate. LESSOR shall be included as an additional insured as their interest may appear under this Agreement on LESSEE's insurance policy.

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

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, 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 (800) 264-6620 or to LESSOR at (315) 528-8958, 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 AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations) 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.

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, 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 60 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 60 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 of time 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. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by

conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

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. 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 any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. Additionally, this Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to any company whose primary business is developing, constructing, owning and operating communications facilities for use by LESSEE and/or other third-parties and in the event of any such assignment and the subsequent subleasing of space to LESSEE, LESSOR acknowledges and agrees that no sublease fee as described therein shall be due and payable from LESSEE for such sublease. 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 sublet the Premises in LESSEE's sole discretion.

18A. SUBLEASE REVENUE SHARE. LESSEE may, in its sole discretion, sublet, license or otherwise allow the use of all or any part of the Premises without any prior approval or consent of the LESSOR, upon the payment of \$ _____ per month per additional tower user beyond LESSEE (meaning there shall be no additional payment for the initial carrier at the site), payable by such

sublessee, licensee or other user (hereinafter, a "user") directly to LESSOR without the necessity of LESSOR invoicing the user or otherwise demanding payment. The monthly rental fee shall commence on the first day of the month after the additional tower user commences installation of its equipment. On the annual anniversary of the commencement of the monthly rental fee, the monthly rent fee shall increase by % over the prior monthly rental fee amount.

(i) Notwithstanding any other provision of this Agreement: (1) no additional payment shall be due to LESSOR where such sublease, license or other use is both (a) without consideration paid to LESSEE and (b) required, ordered or negotiated as a condition of approval by or with any governmental authority having jurisdiction over LESSEE or the Premises, for governmental, emergency services or other public service use; and (2) LESSEE shall not be required to obtain approval from the LESSOR for such use.

(ii) LESSEE shall have the sole right to determine whether it will sublet, license or otherwise allow the use of any portion of the Premises or whether it will sublet, license or enter into any other usage agreement with any specific user. LESSEE shall have no liability of any nature to LESSOR for failure to sublet, license or otherwise allow the user of all or any part of the Premises to any or all potential user(s).

(iii) LESSEE shall not be responsible to LESSOR for the collection or payment of rents by any user to LESSOR hereunder and shall have no liability to LESSOR in the event of failure of payment by any such user.

(iv) Any user agreement 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. LESSOR shall be entitled to receive a copy of the user agreement with financial provisions redacted. LESSOR shall have the right to require, in its sole discretion, that any such user(s) enter into a three-party agreement with LESSOR and LESSEE to confirm the direct payment obligation to LESSOR hereunder, document LESSOR's consent to said agreement and otherwise memorialize said user's agreement to all terms and conditions of this Agreement.

(v) It is understood and agreed by the Parties that the additional payment hereunder shall only apply if LESSEE is able to accommodate all of the third-party user's facilities within the Premises. If LESSEE is unable to accommodate any or part of said user's facilities within the Premises, then LESSOR may enter into an agreement with the user for a portion of the property that said user requires to locate its facilities. In this event, LESSEE shall receive % of the rental for that portion of the facilities that are located within the limits of the Premises and LESSOR shall receive : % of the rental, negotiated by the LESSOR and said user, for the portion of user's facilities that are located on the property outside LESSEE's Premises.

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 the Party to be notified may have designated to the sender by like notice):

LESSOR: Brian Bawden
119 Factory Road
Hammond, New York 13646

LESSEE: St. Lawrence Seaway RSA Cellular Partnership
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 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 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and 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 (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) 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, 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 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 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 30 days and diligently pursue the cure to completion within 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 5 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 5 days and diligently pursue the cure to completion within 15 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 and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

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 the 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 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 may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such

as soil) containing those hazardous substances, 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 45 days, LESSEE may terminate this Agreement.

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, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (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).

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.

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 or as required by law. If a disclosure is required by

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

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

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. 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. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. 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.

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

LESSOR:

By: 

Name: Brian Bawden

Date: 08/02/2024

By: 

Name: Elizabeth Bawden

Date: 08/02/2024

LESSEE:

St. Lawrence Seaway RSA Cellular Partnership

By Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless, its Operating Partner

By: 

Name: SACHIN IYENGAR

Its: SR. DIRECTOR

Date: 1/28/25

EXHIBIT "A"
PROPERTY DESCRIPTION

ALL THAT CERTAIN PIECE OR PARCEL situate in the Town of Hammond, County of St. Lawrence and State of New York, and being part of Farm No. One Hundred and Sixteen in Township No. One of Great Lot No. 3 of Macombs purchase & bounded and described as follows:

BEGINNING in the center of the Cook Road at a stone set in the ground the most easterly corner of N. W. Keeler home lot, thence south thirty-six degrees west along said Keelers line sixteen chains ninety two links to a post thence south fifty four degrees east thirty nine chains to the center of the Reynolds road thence north thirty degrees east fifty links thence north fifty four degrees west thirteen chains & nineteen links north thirty six degrees east sixteen chains and seventeen links to the centre of the Cook Road thence north fifty three and one half degrees west twenty five chains & thirty five links to the place of beginning, containing forty three acres and seventy six hundredths of land. Subject to the same reservations & exceptions as are contained Smith Sheldens deed to George Wilber and also from George Wilber & wife to Nelson W. Keller.

BEING the same premises conveyed by Nelson W. Keeler to Robert Allen, Jr. by deed dated July 21, 1871 and recorded on November 14, 1871 in Liber 92 A page 70.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Hammond, County of St. Lawrence and State of New York, lying & being in township No. 1 in Great lot No. 3 of Macomb's Purchase in County & State aforesaid, being known & distinguished as the west half of farm No. 116 on lot No. 14 of the division of said township, which said certain piece or parcel of land is bounded as follows, to wit:

BEGINNING at the southwesterly corner of farm No. 113; thence south 36 degrees W. along the rear westerly line of the said farm No. 116, 16 chs. 70 lks. to the north westerly corner of farm No. 117; thence southeasterly along the line between farm No. 116 & 117 S. 54 degrees E. 30 chs.; thence N. 36 degrees E. 16 chs. 70 lks. to the S. E. line of farm No. 113; thence N. 54 degrees W. along the line last mentioned 30 chs. to the place of beginning, containing fifty acres & 10/100 of an acre of land be the same more or less, as surveyed in 1819 by J. D. Hammond.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the town of Hammond, county of St. Lawrence and State of New York, all that certain piece or parcel of land situated and being in township "nonber" one in Great Lot No. 3 of Macomb's purchase in the county of St. Lawrence & State of New York, being known and distinguished as part of Number fourteen of the division of said township and bounded as follows, to wit:

BEGINNING at the corner of farm number 112 and 113 at a hemlock post; thence north 54 degrees west ten chains along the line of A. Cook's forty acre lot to a maple tree cornered and marked; thence south 36 degrees west ten chs. to an ironwood post cornered and marked A. C. 1829; thence south 54 degrees east ten chains to an ironwood post in the line of farm No. 113; thence north 36 degrees east ten chains along the line of farm number 113 to the place of "beginning" containing ten acres of land be the same more or less, as surveyed by Archibald Whitford, with the tenements and hereditaments thereto belonging.

IT BEING THE same piece or parcel of land conveyed by "warrety" deed from Nelson W. Keeler to Nancy J. Forrester, late of the town

of Hammond, N. Y. (and wife of the party of the first part) and recorded in the St. Lawrence County Clerk's Office in Book of Deeds Liber 97 B Page 607 on the 30th day of Jan'y. 1874 and conveyed by the heirs of the said and late Nancy J. Forrester to the party of the part by Quit Claim Deed viz: John Parson of "Tenney" State of Minnesota March 11, 1911 recorded St. Lawrence County Clerk's Office May 1st, 1911, Book No. 178 C page 1317 "als" by Emily P. Coe of Whitewater Walworth Co. Wis. and William Parson & Maud E. Parson, husband & wife, of Hebron, Jefferson Co., State of Wis. on March 11, 1911 recorded St. Lawrence County Clerk's Office May 1st, 1911 Book 178 A page 372.

BEING the same premises conveyed by Erastus F. Forrester to "Lenard Hofferperth" by warranty deed dated February 19, 1912 and recorded on March 1, 1912 in Liber 179 C of Deeds at Page 1678.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the town of Hammond, county of St. Lawrence, New York, bounded and described as follows, to wit:

BEGINNING in the northeast corner of the Amyot farm, being also the northwest corner of Robert Hofferberth's residence farm and runs south 53 degrees east along Hofferberth farm 18.75 chains to a fence post corner; thence south 44 degrees west 16.90 chains to a post in the southeasterly line of the Holmes farm; thence north 53 degrees west along the southeasterly line of the Holmes farm 16.94 chains to a corner; thence north 37 degrees east along Holmes and Dillon farms 16.76 chains to the place of beginning. Containing 29 and 91/100 acres of land, be the same more or less.

The lot above described is off the rear of the 114 and 30/100 acre lot formerly owned by Earl and Alice Wilson as recorded on the 11th day of January 1946, in Liber 366 at Page 51.

BEING the same premises conveyed by Alexander Amyot to Robert Hofferberth in warranty deed dated April 23, 1947 and recorded October 11, 1947 in Liber 447 at page 464.

BEING a part of the premises conveyed by Robert Hofferberth to Charles D. Dunham and Susan J. Dunham by deed dated July 14, 1983, and recorded in the St. Lawrence County Clerk's Office on July 15, 1983 in Liber 974 at page 1132.

INTENDING to describe part of tax parcel #141.001-1-24.

EXCEPTING AND RESERVING to the Grantors herein (Dunham) ALL THAT TRACT OR PARCEL OF LAND situate in Subdivision Lot No. 14 in the Town of Hammond, County of St. Lawrence, and State of New York, bounded and described as follows: BEGINNING at a point in the center of Factory Road (aka Cook Road) at the most easterly corner of lands of Dale & Susan Stroughtenger (Liber 1115 Page 267), and running thence along the center of said Factory Road.

- 1) S 41 deg. 44 min. 58 sec. E 391.00 feet to a point;
- 2) thence continuing along said road center S 42 deg. 30 min. 42 sec. E 181.46 feet to a point;
- 3) thence S 46 deg. 15 min. 20 sec. W (and passing over a 5/8 inch dia. rebar set in the margin of the road) 661.76 feet to a 5/8 inch dia. rebar set;
- 4) thence N 44 deg. 14 min. 35 sec. W 660.00 feet to a 5/8 inch dia. rebar set;

5) thence N 45 deg. 30 min. 14 sec. E 503.14 feet to a 5/8 inch dia. rebar set at the most westerly corner of the aforementioned lands of Stroughtenger;

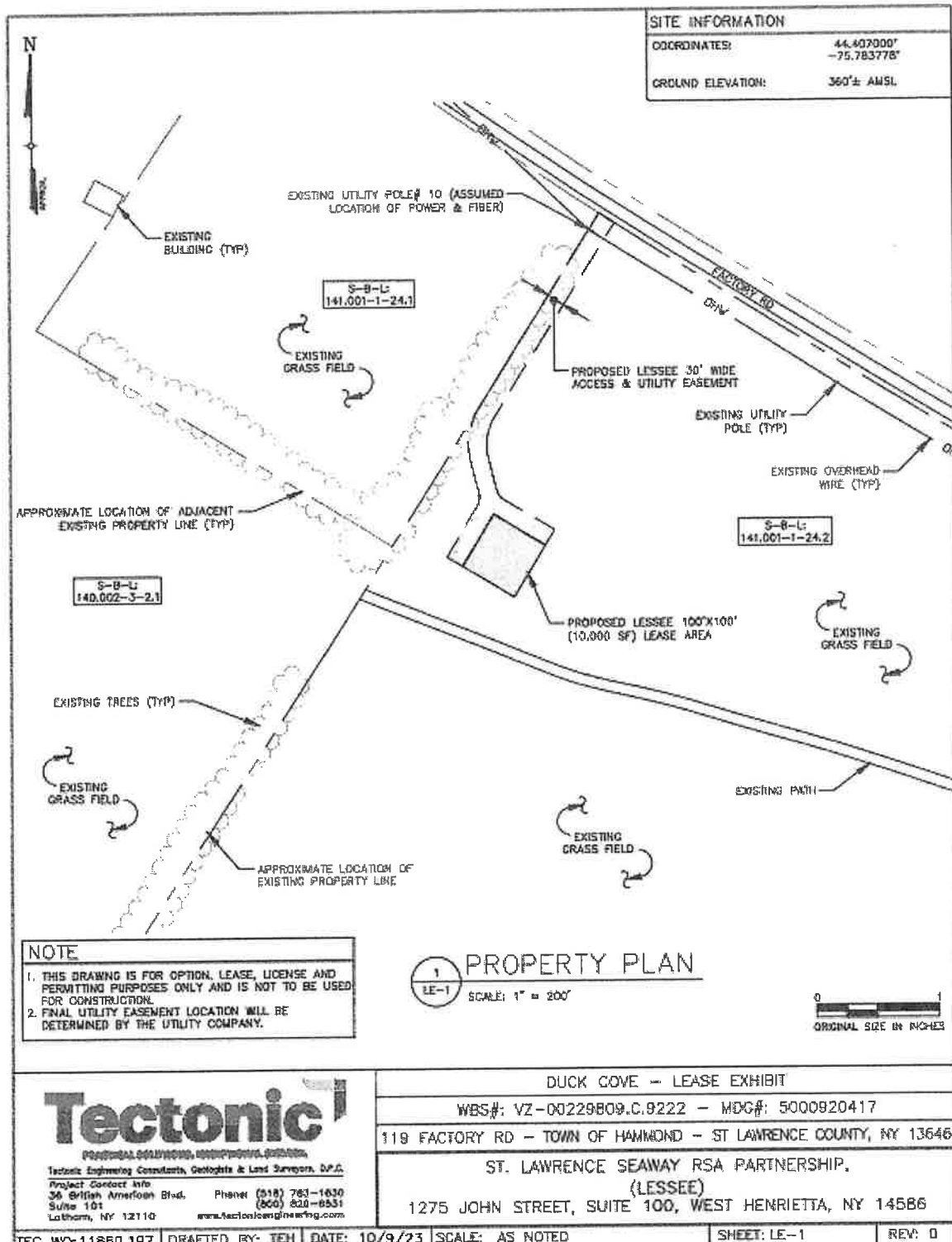
6) thence along the southwesterly line thereof S 41 deg. 44 min. 58 sec. E 88.00 feet to a found iron pipe at the most southerly corner thereof;

7) thence along the southeasterly line thereof N 48 deg. 15 min. 02 sec. E (and passing over a 5/8 inch dia. rebar set in the margin of the road) 185.10 feet to the point and place of beginning to contain 9.891 acres of land more or less as surveyed by Carlton E. Morrow, N.Y.S.L.L.S. #49187, on September 1, 1998.

BEING AND INTENDING to describe the remainder of the 10 acre parcel conveyed with other lands from Robert Hofferberth to Charles D. & Susan J. Dunham by deed recorded in the St. Lawrence County Clerk's office in Liber 974 of deeds at Page 1132, dated July 14, 1983.

EXHIBIT "B" **PREMISES DESCRIPTION**

PREMISES is a portion of the property located at 119 Factory Road, Town of Hammond, St. Lawrence County, New York (Tax Map No. 141.001-1-24.2)



St. Lawrence County, New York
Orin B. Thomas
Clerks Office
St. Lawrence County Clerk
Canton, NY 13617-1198

INSTRUMENT ID: 1999-00014029

Type of Instrument: DEED - 4.00/1000

Remarks: DUNHAM TO BAWDEN

DUNHAM/CHARLES
TO
BAWDEN/BRIAN

Received From: CONBOY LAW FIRM
2 JUDSON ST.
CANTON

NY 13617-

Recording Charge: 59.00 Recording Pages: 6

** EXAMINED AND CHARGED AS FOLLOWS : **
** TRANSFER TAX ** ** MTG/DEED AMOUNT **
280.00 70,000.00

RS#: 4245

Mortgage#:

Original ID#: Received Tax on Above Mortgage
Basic: .00
Special Addl: .00
Town: Hammond Additional: .00
Mortgage Tax Total: .00

Total Recording Fees: 339.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE
CLERK'S OFFICE FOR St. Lawrence County, New York

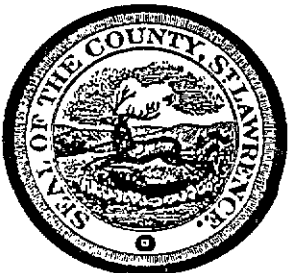
INSTRUMENT ID#: 1999-00014029
ON (Recorded Date): 07/14/99
AT (Time): 03:44
Terminal ID: 16

Record and Return

CONBOY LAW FIRM
2 JUDSON ST

CANTON

NY 13617



Orin B. Thomas

Orin B. Thomas, County Clerk

This Indenture

RECEIVED AT
ST. LAW. CO.
CLERK OF COURT

Made the 13th day of July, 1999

JUL 14 3 44 PM '99

Between CHARLES D. DUNHAM and SUSAN J. DUNHAM, residing at
495 County Route 6, Hammond, New York 13646,

parties of the first part,

BRIAN BAWDEN and ELIZABETH BAWDEN, residing at
119 Factory Road
Hammond, New York 13646

Witnesseth that the parties of the first part, in consideration of parties of the second part,

ONE Dollar (\$ 1.00)
lawful money of the United States,
paid by the parties of the second part, do hereby grant and release unto the
parties of the second part, distributees
and assigns forever, ~~all~~

SEE SCHEDULE "A" ATTACHED HERETO

RETURN TO: TAF
Conboy, McKay, Bachman & Kendall, LLP
407 Sherman St.
Watertown, New York 13601-3999

SCHEDULE "A"

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BEING AND INTENDING to describe the remainder of the 10 acre parcel conveyed with other lands from Robert Hofferberth to Charles D. & Susan J. Dunham by deed recorded in the St. Lawrence County Clerk's office in Liber 974 of deeds at Page 1132, dated July 14, 1983.

Together with the appurtenances and all the estate and rights of the parties of
the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the second
part, distributees and assigns forever.

And said parties of the first part,

covenant as follows:
First, That the parties of the second part shall quietly enjoy the said premises;

Second, That said parties of the first part,

will forever warrant the title to said premises.

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

In Witness Whereof, the parties of the first part have hereunto set their hands
and seal the day and year first above written.

In Presence of

Charles D. Dunham LS

Susan J. Dunham LS
SUSAN J. DUNHAM

_____ LS

_____ LS

State of New York }
County of JEFFERSON } ss.
before me, the subscriber, personally appeared

On this 13th day of July,
Nineteen Hundred Ninety-nine

CHARLES D. DUNHAM and SUSAN J. DUNHAM

to me personally known and known to me to be the same persons described in and who
executed the within Instrument, and they duly acknowledged to me that they
executed the same.

Mark G. Gebo
Notary Public

MARK G. GEBO
Notary Public, State of New York
No. 02GE4718101
Qualified in Jefferson County
Commission Expires September 30, 2000

**DOCUMENTATION OF PUBLIC UTILITY STATUS
and
OVERVIEW OF ROSENBERG DECISION**

In *Cellular Tel. Co. v. Rosenberg*, 82 NY2d 364 [1993], the New York Court of Appeals determined that cellular telephone companies are public utilities. The Court held that proposed cellular telephone installations are to be reviewed by zoning boards pursuant to the traditional standard afforded to public utilities, rather than the standards generally required for the necessary approvals:

It has long been held that a zoning board may not exclude a utility from a community where the utility has shown a need for its facilities. There can be no question of [the carrier's] need to erect the cell site to eliminate service gaps in its cellular telephone service area. The proposed cell site will also improve the transmission and reception of existing service. Application of our holding in *Matter of Consolidated Edison* to sitings of cellular telephone companies, such as [the applicant], 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 [the applicant] sustained its burden of proving the requisite public necessity. [The applicant] 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 . . . area.

Rosenberg, 82 NY2d at 372-74 (citing *Consolidated Edison Co. v. Hoffman*, 43 NY2d 598 [(1978)]).

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

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

Anderson, *New York Zoning Law Practice*, 3d ed., p. 411 (1984) (hereafter “Anderson”). See also, *Cellular Tel. Co. v. Rosenberg*, 82 NY2d 364 [1993]; *Payne v. Taylor*, 178 AD2d 979 [4th Dept 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 NY2d 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 AD 551 [2d Dept 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 Wireless does not have reliable service capacity in the Town. The communications facility proposed is necessary to remedy this service problem and to provide adequate and reliable wireless telecommunications service coverage to this area. Therefore, Verizon Wireless satisfies the requisite showing of need for the facility under applicable New York law.

**DOCUMENTATION OF PERSONAL WIRELESS SERVICE FACILITY STATUS
and
FEDERAL TELECOMMUNICATIONS ACT OF 1996**

In addition to being considered a public utility under New York decisional law, Verizon Wireless is classified as a provider of “personal wireless services” under the federal Telecommunications Act of 1996 (the “TCA”).

As stated in the long title of the Act, the goal of the TCA is to “promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies.” *Telecommunications Act of 1996, Pub. LA. No. 104-104, 110 Stat. 56 (1996)*.

The TCA mandates a process designed to achieve competitive telecommunications markets. In keeping with the central goals of the TCA, the authors specify in Section 253(a) that “[n]o State or local statute or regulation...may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.” *TCA Section 253(a), emphasis added*.

Section 332(c) of the TCA preserves the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction and modification of personal wireless service facilities, subject to several important limitations:

- the “regulation of the placement...of personal wireless service facilities by any State or local government or instrumentality thereof shall not unreasonably discriminate among providers of functionally equivalent services” (*TCA §332(c)(7)(B)(i)(I)*);
- the “regulation of the placement...of personal wireless service facilities by any State or local government or instrumentality thereof shall not prohibit or have the effect of prohibiting the provision of personal wireless services” (*TCA §332(c)(7)(B)(i)(II)*);
- Applications must be processed within a reasonable period of time, and any decision to deny a request for placement of personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record (*TCA §§332(c)(7)(B)(ii) and (iii)*); and
- regulations based upon the perceived environmental effects of radio frequency emissions are prohibited, so long as the proposed personal wireless service facility complies with FCC regulations concerning such emissions (*TCA §332(c)(7)(B)(iv)*).

A reference copy of the Telecommunications Act of 1996 is included herewith.

TELECOMMUNICATIONS ACT OF 1996

JANUARY 31, 1996. Ordered to be printed

Mr. BAILEY, from the committee of conference,
submitted the following

CONFERENCE REPORT

[To accompany S. 652]

The committee of conference on the disagreeing votes of the two Houses on the amendments of the House to the bill (S. 652), to provide for a pro-competitive, de-regulatory national policy framework designed to accelerate rapidly private sector deployment of advanced telecommunications and information technologies and services to all Americans by opening all telecommunications markets to competition, and for other purposes, having met, after full and free conference, have agreed to recommend and do recommend to their respective Houses as follows:

That the Senate recede from its disagreement to the amendment of the House to the text of the bill and agree to the same with an amendment as follows:

In lieu of the matter proposed to be inserted by the House amendment, insert the following:

SECTION 1. SHORT TITLE; REFERENCES.

(a) *SHORT TITLE.*—This Act may be cited as the “Telecommunications Act of 1996”.

(b) *REFERENCES.*—Except as otherwise expressly provided, whenever in this Act an amendment or repeal is expressed in terms of an amendment to, or repeal of, a section or other provision, the reference shall be considered to be made to a section or other provision of the Communications Act of 1934 (47 U.S.C. 151 et seq.).

SEC. 2. TABLE OF CONTENTS.

The table of contents for this Act is as follows:

- Sec. 1. Short title; references.
- Sec. 2. Table of contents.
- Sec. 3. Definitions.

~~The owner shall provide written notification of such addition to the entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment. Any entity that adds to or modifies its existing attachment after receiving such notification shall bear a proportionate share of the costs incurred by the owner in making such pole, duct, conduit, or right-of-way accessible.~~

~~(4) An entity that obtains an attachment to a pole, conduit, or right-of-way shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including the owner of each pole, duct, conduit, or right-of-way).~~

SEC. 704. FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS.

(a) NATIONAL WIRELESS TELECOMMUNICATIONS SITING POLICY.—Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

“(7) PRESERVATION OF LOCAL ZONING AUTHORITY.—

“(A) GENERAL AUTHORITY.—Except as provided in this paragraph, nothing in this Act shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

“(B) LIMITATIONS.—

“(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof—

“(I) shall not unreasonably discriminate among providers of functionally equivalent services; and

“(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

“(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

“(iii) Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

“(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

"(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

"(C) DEFINITIONS.—For purposes of this paragraph—

"(i) the term 'personal wireless services' means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

"(ii) the term 'personal wireless service facilities' means facilities for the provision of personal wireless services; and

"(iii) the term 'unlicensed wireless service' means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services (as defined in section 303(v))."

(b) RADIO FREQUENCY EMISSIONS.—Within 180 days after the enactment of this Act, the Commission shall complete action in ET Docket 93-62 to prescribe and make effective rules regarding the environmental effects of radio frequency emissions.

(c) AVAILABILITY OF PROPERTY.—Within 180 days of the enactment of this Act, the President or his designee shall prescribe procedures by which Federal departments and agencies may make available on a fair, reasonable, and nondiscriminatory basis, property, rights-of-way, and easements under their control for the placement of new telecommunications services that are dependent, in whole or in part, upon the utilization of Federal spectrum rights for the transmission or reception of such services. These procedures may establish a presumption that requests for the use of property, rights-of-way, and easements by duly authorized providers should be granted absent unavoidable direct conflict with the department or agency's mission, or the current or planned use of the property, rights-of-way, and easements in question. Reasonable fees may be charged to providers of such telecommunications services for use of property, rights-of-way, and easements. The Commission shall provide technical support to States to encourage them to make property, rights-of-way, and easements under their jurisdiction available for such purposes.

~~SEC. 708. MOBILE SERVICES DIRECT ACCESS TO BEING DISTRICT COURTS.~~

Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

"(8) MOBILE SERVICES ACCESS.—A person engaged in the provision of commercial mobile services, insofar as such person is engaged, shall not be required to provide equal access to common carriers for the provision of commercial mobile services."

portionate share of the costs incurred by the owner in making such conduit or right-of-way accessible.

Conference agreement

The conference agreement adopts the Senate provision with modifications. The conference agreement amends section 224 of the Communications Act by adding new subsection (e)(1) to allow parties to negotiate the rates, terms, and conditions for attaching to poles, ducts, conduits, and rights-of-way owned or controlled by utilities. New subsection 224(e)(2) establishes a new rate formula charged to telecommunications carriers for the non-useable space of each pole. Such rate shall be based upon the number of attaching entities. The conferees also agree to three additional provisions from the House amendment. First, subsection (g) requires utilities that engage in the provision of telecommunications services or cable services to impute to its costs of providing such service an equal amount to the pole attachment rate for which such company would be liable under section 224. Second, new subsection 224(h) requires utilities to provide written notification to attaching entities of any plans to modify or alter its poles, ducts, conduit, or rights-of-way. New subsection 224(h) also requires any attaching entity that takes advantage of such opportunity to modify its own attachments shall bear a proportionate share of the costs of such alterations. Third, new subsection 224(i) prevents a utility from imposing the cost of rearrangements to other attaching entities if done solely for the benefit of the utility.

SECTION 704—FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS

Senate bill

No provision.

House amendment

Section 108 of the House amendment required the Commission to issue regulations within 180 days of enactment for siting of CMS. A negotiated rulemaking committee comprised of State and local governments, public safety agencies and the affected industries were to have attempted to develop a uniform policy to propose to the Commission for the siting of wireless tower sites.

The House amendment also required the Commission to complete its pending Radio Frequency (RF) emission exposure standards within 180 days of enactment. The siting of facilities could not be denied on the basis of RF emission levels for facilities that were in compliance with the Commission standard.

The House amendment also required that to the greatest extent possible the Federal government make available to use of Federal property, rights-of-way, easements and any other physical instruments in the siting of wireless telecommunications facilities.

Conference agreement

The conference agreement creates a new section 704 which prevents Commission preemption of local and State land use decisions and preserves the authority of State and local governments over

zoning and land use matters except in the limited circumstances set forth in the conference agreement. The conference agreement also provides a mechanism for judicial relief from zoning decisions that fail to comply with the provisions of this section. It is the intent of the conferees that other than under section 332(c)(7)(B)(iv) of the Communications Act of 1934 as amended by this Act and section 704 of the Telecommunications Act of 1996 the courts shall have exclusive jurisdiction over all other disputes arising under this section. Any pending Commission rulemaking concerning the preemption of local zoning authority over the placement, construction or modification of CMS facilities should be terminated.

When utilizing the term “functionally equivalent services” the conferees are referring only to personal wireless services as defined in this section that directly compete against one another. The intent of the conferees is to ensure that a State or local government does not in making a decision regarding the placement, construction and modification of facilities of personal wireless services described in this section unreasonably favor one competitor over another. The conferees also intend that the phrase “unreasonably discriminate among providers of functionally equivalent services” will provide localities with the flexibility to treat facilities that create different visual, aesthetic, or safety concerns differently to the extent permitted under generally applicable zoning requirements even if those facilities provide functionally equivalent services. For example, the conferees do not intend that if a State or local government grants a permit in a commercial district, it must also grant a permit for a competitor’s 50-foot tower in a residential district.

Actions taken by State or local governments shall not prohibit or have the effect of prohibiting the placement, construction or modification of personal wireless services. It is the intent of this section that bans or policies that have the effect of banning personal wireless services or facilities not be allowed and that decisions be made on a case-by-case basis.

Under subsection (c)(7)(B)(ii), decisions are to be rendered in a reasonable period of time, taking into account the nature and scope of each request. If a request for placement of a personal wireless service facility involves a zoning variance or a public hearing or comment process, the time period for rendering a decision will be the usual period under such circumstances. It is not the intent of this provision to give preferential treatment to the personal wireless service industry in the processing of requests, or to subject their requests to any but the generally applicable time frames for zoning decision.

The phrase “substantial evidence contained in a written record” is the traditional standard used for judicial review of agency actions.

The conferees intend section 332(c)(7)(B)(iv) to prevent a State or local government or its instrumentalities from basing the regulation of the placement, construction or modification of CMS facilities directly or indirectly on the environmental effects of radio frequency emissions if those facilities comply with the Commission’s regulations adopted pursuant to section 704(b) concerning such emissions.

The limitations on the role and powers of the Commission under this subparagraph relate to local land use regulations and are not intended to limit or affect the Commission's general authority over radio telecommunications, including the authority to regulate the construction, modification and operation of radio facilities.

The conferees intend that the court to which a party appeals a decision under section 332(c)(7)(B)(v) may be the Federal district court in which the facilities are located or a State court of competent jurisdiction, at the option of the party making the appeal, and that the courts act expeditiously in deciding such cases. The term "final action" of that new subparagraph means final administrative action at the State or local government level so that a party can commence action under the subparagraph rather than waiting for the exhaustion of any independent State court remedy otherwise required.

With respect to the availability of Federal property for the use of wireless telecommunications infrastructure sites under section 704(c), the conferees generally adopt the House provisions, but substitute the President or his designee for the Commission.

It should be noted that the provisions relating to telecommunications facilities are not limited to commercial mobile radio licensees, but also will include other Commission licensed wireless common carriers such as point to point microwave in the extremely high frequency portion of the electromagnetic spectrum which rely on line of sight for transmitting communication services.

~~SECTION 705 MOBILE SERVICE DIRECT ACCESS TO LONG DISTANCE CARRIERS~~

Senate bill

Subsection (b) of section 221 of the Senate bill, as passed, states that notwithstanding the MFJ or any other consent decree, no CMS provider will be required by court order or otherwise to provide long distance equal access. The Commission may only order equal access if a CMS provider is subject to the interconnection obligations of section 251 and if the Commission finds that such a requirement is in the public interest. CMS providers shall ensure that its subscribers can obtain unblocked access to the interexchange carrier of their choice through the use of interexchange carrier identification codes, except that the unblocking requirement shall not apply to mobile satellite services unless the Commission finds it is in the public interest.

House amendment

Under section 109 of the House amendment, the Commission shall require providers of two-way switched voice CMS to allow their subscribers to access the telephone toll services provider of their choice through the use of carrier identification codes. The Commission rules will supersede the equal access, balloting and prescription requirements imposed by the MFJ and the AT&T-McCaw consent decree. The Commission may exempt carriers or classes of carriers from the requirements of this section if it is consistent with the public interest, convenience, and necessity, and the

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign WQJQ689	File Number 0008587211
Radio Service WU - 700 MHz Upper Band (Block C)	

FCC Registration Number (FRN): 0003290673

Grant Date 09-11-2019	Effective Date 09-11-2019	Expiration Date 06-13-2029	Print Date 09-13-2019
Market Number REA001	Channel Block C	Sub-Market Designator 0	
Market Name Northeast			
1st Build-out Date 06-13-2013	2nd Build-out Date 06-13-2019	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

This authorization is conditioned upon compliance with section 27.16 of the Commission's rules

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQJQ689

File Number: 0008587211

Print Date: 09-13-2019

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: ST. LAWRENCE SEAWAY RSA CELLULAR
PARTNERSHIP

ATTN: REGULATORY
ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign KNKN766	File Number 0009139524
Radio Service CL - Cellular	
Market Numer CMA559	Channel Block B
Sub-Market Designator 0	

FCC Registration Number (FRN): 0003477916

Market Name New York 1 - Jefferson
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Grant Date 09-01-2020	Effective Date 09-01-2020	Expiration Date 10-01-2030	Five Yr Build-Out Date	Print Date 09-01-2020
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Site Information:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
2	43-44-29.2 N	076-05-26.7 W	158.5	77.7	1006172

Address: JCT RT 193 & WOODPECKER LN

City: ELLISBURG **County:** JEFFERSON **State:** NY **Construction Deadline:**

Antenna: 1

Maximum Transmitting ERP in Watts: 65.900

Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	82.000	41.500	-64.900	-54.400	97.400	148.700	151.900	125.100
Transmitting ERP (watts)	200.000	200.000	200.000	200.000	200.000	200.000	200.000	200.000

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: ST. LAWRENCE SEAWAY RSA CELLULAR

Call Sign: KNKN766

File Number: 0009139524

Print Date: 09-01-2020

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
3	44-20-23.2 N	075-54-48.8 W	76.2	51.5	

Address: ALEXANDRIA BAY CELL SITE OUTER HOLLAND STREET

City: ALEXANDRIA BAY County: JEFFERSON State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 26.400

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	29.900	41.400	23.400	5.100	7.600	37.700	40.600	25.600
Transmitting ERP (watts)	31.600	75.900	100.000	91.200	100.000	75.900	31.600	24.300

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
4	44-07-05.2 N	076-20-01.8 W	97.5	57.3	1006176

Address: INT OF QUARY & STATE RD

City: CAPE VINCENT County: JEFFERSON State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 75.800

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	78.700	79.300	60.800	73.500	79.700	80.300	80.500	73.600
Transmitting ERP (watts)	44.700	199.500	167.900	125.900	171.800	199.500	43.700	15.900

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
5	43-48-25.5 N	075-30-46.1 W	378.9	98.5	1006119

Address: (Lowville) NUMBER THREE RD

City: LOWVILLE County: LEWIS State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	238.700	229.000	192.500	236.200	-23.300	-71.700	-6.400	102.300
Transmitting ERP (watts)	293.800	219.770	31.450	1.030	0.800	0.800	4.500	71.270

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	238.700	229.000	192.500	236.200	-23.300	-71.100	-6.400	102.300
Transmitting ERP (watts)	0.850	12.370	139.000	317.950	139.000	12.370	0.800	0.800

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	238.700	229.000	192.500	236.200	-23.300	-71.100	-6.400	102.300
Transmitting ERP (watts)	3.400	0.800	0.800	1.670	29.900	218.760	285.850	74.310

Licensee Name: ST. LAWRENCE SEAWAY RSA CELLULAR

Call Sign: KNKN766

File Number: 0009139524

Print Date: 09-01-2020

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
6	44-15-22.1 N	076-00-11.5 W	109.7	76.8	1006117

Address: (Orleans site) 18588 Robinson Road

City: Clayton County: JEFFERSON State: NY Construction Deadline:

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	96.400	95.800	63.100	67.000	64.200	72.700	109.600	106.600
Transmitting ERP (watts)	193.560	208.360	53.220	0.840	0.840	0.840	1.020	29.470

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	96.400	95.800	63.100	67.000	64.200	72.700	109.600	106.600
Transmitting ERP (watts)	0.870	4.050	99.370	360.810	97.110	3.290	0.870	0.870

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	96.400	95.800	63.100	67.000	64.200	72.700	109.600	106.600
Transmitting ERP (watts)	0.860	0.860	0.860	0.920	27.810	271.820	226.090	22.610

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
7	44-30-19.2 N	075-44-29.9 W	108.5	93.9	1006173

Address: Hammond Cell Site AK POINT RD

City: SAINT LAWRENCE CITY County: ST. LAWRENCE State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 106.300

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	97.500	107.100	109.000	105.400	109.700	126.800	103.300	91.700
Transmitting ERP (watts)	29.600	148.300	130.600	87.300	120.500	155.200	36.000	9.800

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
8	44-58-57.2 N	074-50-50.7 W	77.7	60.7	1006174

Address: Massena Cell Site; St. Lawrence Seaway Authority- Eisenhower Lock

City: MASSENA County: ST. LAWRENCE State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 70.000

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	60.300	77.400	77.500	72.900	63.000	75.900	73.800	58.900
Transmitting ERP (watts)	9.200	28.800	87.100	95.500	92.300	97.700	47.300	10.200

Licensee Name: ST. LAWRENCE SEAWAY RSA CELLULAR

Call Sign: KNKN766

File Number: 0009139524

Print Date: 09-01-2020

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
9	44-51-26.2 N	075-08-47.8 W	79.2	93.9	1006177

Address: OFF IRISH SETTLEMENT RD

City: WADDINGTON County: ST. LAWRENCE State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 93.000

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	105.000	106.000	94.000	77.000	80.000	80.000	100.000	98.000
Transmitting ERP (watts)	20.000	133.000	200.000	125.000	141.000	200.000	89.000	11.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
10	44-35-17.0 N	075-38-34.6 W	110.3	40.8	

Address: MORRISTOWN CELL SITE MORRISTOWN WATER TANK, ANN STREET

City: MORRISTOWN County: ST. LAWRENCE State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	35.500	42.600	32.500	35.500	45.800	46.400	34.500	26.400
Transmitting ERP (watts)	37.150	87.100	104.710	100.000	107.150	74.130	31.620	25.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
12	43-30-10.3 N	075-56-24.7 W	216.4	36.3	1006145

Address: WHEELER DR

City: Williamstown County: OSWEGO State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 8.200

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-86.800	-86.100	-48.300	9.200	45.200	69.300	89.600	73.400
Transmitting ERP (watts)	251.000	251.000	251.000	251.000	251.000	251.000	251.000	251.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
13	44-40-20.0 N	074-59-17.0 W	125.0	81.7	1007257

Address: 73 MARKET ST

City: POTSDAM County: ST. LAWRENCE State: NY Construction Deadline:

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	88.600	75.700	15.300	-39.100	-2.400	67.800	82.600	91.400
Transmitting ERP (watts)	4.460	48.180	173.720	210.540	78.220	11.930	1.040	0.670

Licensee Name: ST. LAWRENCE SEAWAY RSA CELLULAR

Call Sign: KNKN766

File Number: 0009139524

Print Date: 09-01-2020

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
13	44-40-20.0 N	074-59-17.0 W	125.0	81.7	1007257

Address: 73 MARKET ST

City: POTSDAM County: ST. LAWRENCE State: NY Construction Deadline:

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	88.600	75.700	15.300	-39.100	-2.400	67.800	82.600	91.400
Transmitting ERP (watts)	6.020	0.670	0.800	10.650	80.170	210.540	165.900	41.960

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	88.600	75.700	15.300	-39.100	-2.400	67.800	82.600	91.400
Transmitting ERP (watts)	226.110	118.320	23.140	2.880	0.670	3.300	28.470	132.640

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
14	44-13-18.3 N	075-07-34.3 W	445.0	44.2	

Address: VROOMAN RIDGE CELL SITE BLUE HILL SSE CORNER VROOMAN RIDGE AND
PEABODY

City: FINE County: ST. LAWRENCE State: NY Construction Deadline:

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	175.100	93.300	54.700	24.500	15.000	141.000	213.900	239.600
Transmitting ERP (watts)	136.970	136.970	136.970	136.970	136.970	136.970	136.970	136.970

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	44-29-29.0 N	074-51-26.0 W	376.4	231.0	1004169

Address: 266 SCOVIL RD

City: SOUTH COLTON County: ST. LAWRENCE State: NY Construction Deadline:

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	127.300	64.000	22.800	33.700	27.100	95.300	150.700	182.900
Transmitting ERP (watts)	135.980	350.060	197.790	4.970	0.920	0.920	0.920	2.640

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	127.300	64.000	22.800	33.700	27.100	95.300	150.700	182.900
Transmitting ERP (watts)	0.920	0.920	16.960	228.350	351.300	103.000	0.920	0.920

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	127.300	64.000	22.800	33.700	27.100	95.300	150.700	182.900
Transmitting ERP (watts)	35.140	0.920	0.920	0.920	0.920	58.800	303.430	292.910

Licensee Name: ST. LAWRENCE SEAWAY RSA CELLULAR

Call Sign: KNKN766

File Number: 0009139524

Print Date: 09-01-2020

Control Points:

Control Pt. No. 1

Address: 500 West Dove Rd

City: Southlake **County:** TARRANT **State:** TX **Telephone Number:** (800)264-6620

Waivers/Conditions:

THIS AUTHORIZATION IS SUBJECT TO THE CONDITION THAT, IN THE EVENT THAT CELLULAR SYSTEMS USING THE SAME FREQUENCY BLOCK AS GRANTED HEREIN ARE AUTHORIZED IN ADJACENT TERRITORY IN CANADA, COORDINATION OF ANY OF THE LICENSEE'S TRANSMITTER INSTALLATIONS WHICH ARE WITHIN 45 MILES OF THE U.S. CANADA BORDER SHALL BE REQUIRED TO ELIMINATE ANY HARMFUL INTERFERENCE THAT MIGHT OTHERWISE EXIST AND TO INSURE CONTINUANCE OF EQUAL ACCESS TO THE FREQUENCY BLOCK BY BOTH COUNTRIES.

Special Condition for AU/name change (6/4/2016): Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

THIS AUTHORIZATION IS SUBJECT TO THE CONDITION THAT, IN THE EVENT THAT CELLULAR SYSTEMS USING THE SAME FREQUENCY BLOCK AS GRANTED HEREIN ARE AUTHORIZED IN ADJACENT TERRITORY IN CANADA, COORDINATION OF ANY OF THE LICENSEE'S TRANSMITTER INSTALLATIONS WHICH

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: LICENSING MANAGER
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign WPSJ989	File Number 0009433936
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

Grant Date 04-29-2021	Effective Date 04-29-2021	Expiration Date 05-29-2031	Print Date 04-30-2021
Market Number BTA463	Channel Block C	Sub-Market Designator 2	
Market Name Watertown, NY			
1st Build-out Date 05-29-2006	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WPSJ989

File Number: 0009433936

Print Date: 04-30-2021

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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REFERENCE COPY

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign WQVN679	File Number
Radio Service AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date 04-08-2015	Effective Date 02-24-2017	Expiration Date 04-08-2027	Print Date
Market Number BEA006	Channel Block J	Sub-Market Designator 0	
Market Name Syracuse, NY-PA			
1st Build-out Date 04-08-2021	2nd Build-out Date 04-08-2027	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQVN679

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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REFERENCE COPY

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**Federal Communications Commission
Wireless Telecommunications Bureau****RADIO STATION AUTHORIZATION****LICENSEE: CELLCO PARTNERSHIP**

CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign WQGA903	File Number 0009773243
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date 12-21-2021	Effective Date 12-21-2021	Expiration Date 11-29-2036	Print Date 12-21-2021
Market Number BEA006	Channel Block B	Sub-Market Designator 5	
Market Name Syracuse, NY-PA			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQGA903

File Number: 0009773243

Print Date: 12-21-2021

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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“DUCK COVE” WIRELESS COMMUNICATIONS FACILITY 119 FACTORY ROAD, TOWN OF HAMMOND, NY

Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless (“Verizon Wireless” or the “Applicant”) plans to operate a new public utility/personal wireless service facility (the “wireless communications facility”), including associated antennas, appurtenances and related ground equipment on a proposed 170 ft. tall self-support tower (174 ft. with lightening rod) located off of 119 Factory Road in the Town of Hammond, St. Lawrence County, New York (this facility is known internally as “**Duck Cove**”). The proposed tower height of 170 ft. would provide for an Antenna Centerline (ACL) of 165 ft.

The purpose of this project is to improve wireless coverage and capacity in the southwestern portion of the Town of Hammond - and to add new 700 MHz, 850 MHz, Advanced Wireless Services (AWS) 2100 MHz and Personal Communications Services (PCS) 1900 MHz frequencies to Verizon Wireless’ existing regional wireless network. Verizon Wireless is using these frequencies for commercial activation of its fourth Generation Long Term Evolution (4G LTE) communication services network.

This project is a necessary and critical upgrade of the Verizon Wireless communications network in St. Lawrence County. Upon completion, new, advanced emergency and non-emergency 4G Verizon Wireless communication services will be provided across the southwestern portion of the Town of Hammond.

Long Term Evolution (LTE) Technology

The technology used in Verizon Wireless’ 4G network is known as LTE (Long Term Evolution). LTE is an advanced high-performance air interface standard that is designed to increase mobile communications network coverage and capacity, offering throughput speeds that range from 12 to 20 times faster than Verizon Wireless’ legacy 3G technology, known as EVDO (Evolution Data Optimized). It is important to note however that 4G LTE technology operates at lower power levels than 3G, and as a result spacing between new 4G facilities is generally less than spacing between legacy 3G (as well as earlier analog and 2G) facilities.

As compared to Verizon Wireless’ previous CDMA network, LTE technology uses different signaling schemes (i.e., frequency division multiplexing similar to that of modern-day Wi-Fi and WiMAX versus Verizon Wireless’ previous 3rd generation CDMA, or Code Division Multiple Access, technology), operating frequencies and power levels. Having said this, basic wireless network design principles are similar and apply to 4G technology, and the ability to control and minimize interference is critical to the overall performance and reliability of the network. For these reasons, the LTE deployment focuses on achieving acceptable levels of network performance by carefully minimizing interfering signals from neighboring and distant sites while maximizing coverage within each site’s target coverage area. This objective is pursued by installing high performance LTE antennas at each new and existing facility, with each LTE antenna selected based on its inherent operational characteristics (antenna pattern, gain) and

adjusted (via antenna orientation, down-tilt, etc.) to contain coverage within only a well-defined target area (thus reducing interference with neighboring and distant sites).

To achieve acceptable data speeds and performance in LTE, a mobile device must operate in a relatively low interference environment (i.e., where spillover coverage from surrounding and distant facilities is minimized) while receiving sufficiently strong signals from its intended serving cell. As with the previous CDMA technology (where a pilot or reference signal was used to determine cell coverage), LTE coverage and LTE performance is also determined by the strength and quality of the reference signal generated by a nearby serving site. In LTE terms, the signal strength of this reference signal is referred to as the "Reference Signal Received Power" level, or "RSRP". An LTE mobile device must be able to receive and decode the reference signal in order to successfully connect and maintain reliable connection to the wireless network. The reference signal power level used by Verizon Wireless to ensure reliable LTE coverage, service and performance in areas like the Town of Hammond is -95 dBm.

DUCK COVE - Search Area

When the Verizon Wireless Radio Frequency (RF) Engineer identifies coverage gaps in the network, or identifies cell sites that have (or will soon) reach data capacity exhaustion, they issue a "Search Area." A search area is defined as a geographical area located directly within the "inadequately serviced area" (referred to herein as the "Targeted Improvement Area"). The "Search Area" is specified such that IF a wireless communications facility is located within the "Search Area" (at the appropriate height), THEN it will likely provide the expected coverage / capacity relief to the Targeted Improvement Area. In other words, the required geographical size and location of the "search area" is carefully analyzed and determined by the RF Engineer (in advance) to take into account existing area cell sites, area topology and terrain - in order to determine the predicted coverage of the Targeted Improvement Area. For the most part – due to this careful analysis, locations outside of the search area will fail to provide adequate service to the Targeted Improvement Area. Due to both geographical and technological constraints, there is limited flexibility as to where a new facility can be located, and still function properly. Therefore, the goal of the search area is to define a suitable location for the placement of a new communications facility that will provide improved 4G/LTE wireless services to as much of the Targeted Improvement Area as possible – as well as to function properly as part of the overall wireless communications network.

DUCK COVE - Targeted Improvement Area

As mentioned previously, the purpose of the Duck Cove wireless communications facility is to provide an improved, adequate and safe level of emergency and non-emergency Verizon Wireless 4G/LTE communications services across currently underserved areas within and surrounding the southwestern portion of the Town of Hammond. More specifically, the facility will offer substantial improvements in both coverage and capacity (ability for the network to adequately satisfy the demand for high-speed wireless services) for the homes, businesses, water ways and recreational areas within and surrounding the southwestern portion of the Town of Hammond. Specifically, 4.6± miles along NY-12, 1.1± miles along NY-37 and 1.9± miles along Calaboga Rd. - as well as several other roads across the Targeted Improvement Area - will gain critically needed coverage improvements. The proposed facility will also improve service and satisfy both existing and future growing demand for additional capacity & throughput within the existing 4G wireless network. See the Targeted Improvement area for the proposed DUCK COVE communications facility in **Figure 1** below.

Targeted Improvement Area and Proposed Site "Duck Cove"

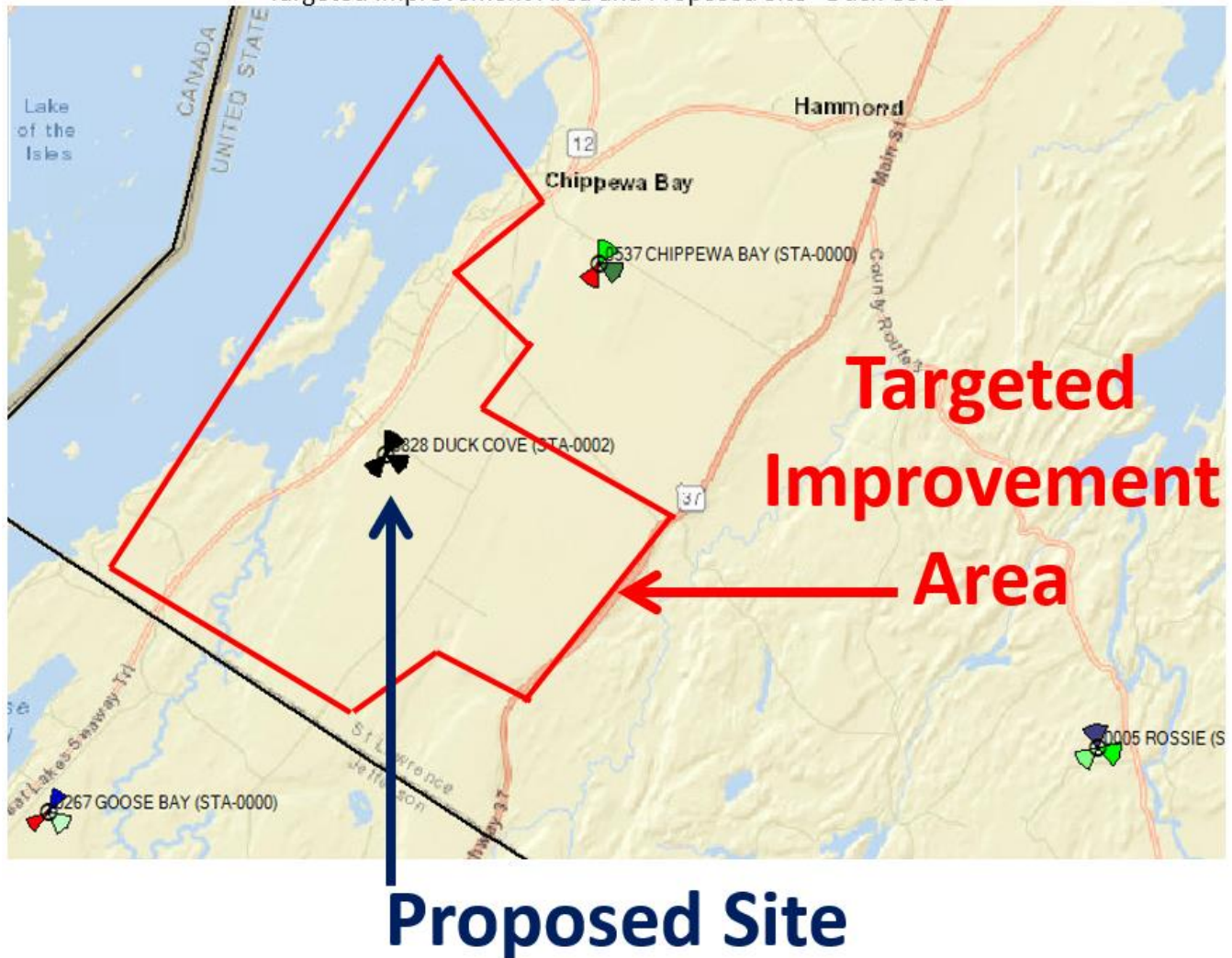


Figure 1. Targeted Improvement Area for the Proposed "DUCK COVE" Facility.

DUCK COVE – Proposed DUCK COVE Facility Site Selection

As mentioned earlier, Verizon Wireless' approach to proposed cell site location begins with recognition that a particular geographic area cannot be sufficiently served from the existing communications facilities in the surrounding network. A "search area" is then created by a qualified in-house Radio Frequency (RF) Engineer, to identify the areas from which a new communications facility would remedy the coverage / capacity gap. Once the Search Area is identified, Verizon Wireless searches for a site location that is both technically appropriate and sensible from a zoning and land use perspective – as well as geographically favorable. Subject to technical limitations, co-location on an existing tower or other tall structure is generally preferred by municipalities and wireless carriers alike, as co-location typically results in a cost effective and expedited solution to bring new and or improved service to a currently under-served area. If there are no existing (or available) tall structures in the Search Area, a Raw Land site search generally involves consideration of the following: Municipal properties; industrial and commercial zones; agricultural zones; and lastly, residential zones.

In the case of the proposed Duck Cove communications facility, Verizon Wireless carefully searched for any existing Verizon Wireless facilities within the defined Search Area, as well as existing non-Verizon wireless communications facilities. Since there were not any existing communication structures within

the defined Duck Cove Search Area, Verizon Wireless then began searching for viable locations within the Search Area - in order to construct a new communications facility – and thus promptly chose a suitable property for the proposed location of a new 170 ft. tall communications facility. This location was well positioned within the Targeted Improvement Area – as depicted in **Figure 1** (where additional coverage and capacity is needed) - and therefore is suitably positioned to best meet the RF objectives of the Targeted Improvement Area. An illustration of the Duck Cove Search Area is shown in **Figure 2** below, where the “RED CIRCLE” represents the designated search area and the newly proposed DUCK COVE communications facility location is shown at the end of the blue arrow.

As mentioned, the selected candidate location is expected to significantly address the Targeted Improvement Area in the southwestern portion of the Town of Hammond. Specifically, 4.6± miles along NY-12, 1.1± miles along NY-37 and 1.9± miles along Calaboga Rd. - as well as several other roads, homes, recreational areas, water ways & businesses across the Targeted Improvement Area – all will gain critically needed coverage improvements. With the proposed 165’ antenna centerline height (“ACL”) of the proposed tower, this new communications facility will provide Verizon Wireless the ability to satisfy its network performance improvement objectives in the southwestern portion of the Town of Hammond.

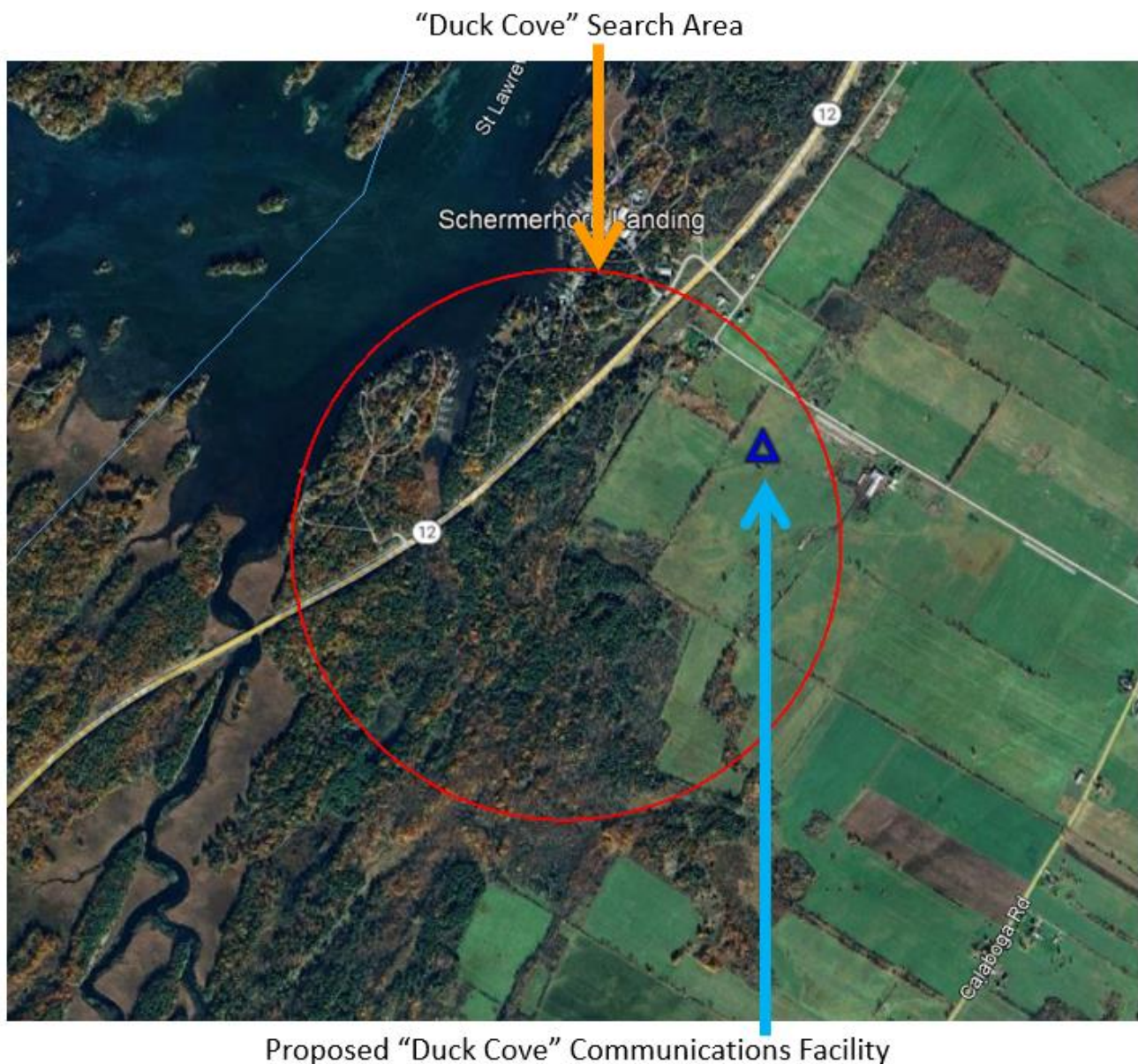


Figure 2. DUCK COVE Search Area and Proposed Wireless Communications Facility

Existing Area Coverage and Proposed Coverage with DUCK COVE ON-AIR

To demonstrate the current (and inadequate) level of 4G/LTE service in the southwestern portion of the Town of Hammond, a propagation analysis (using Verizon Wireless' -95 dBm RSRP 4G design standard signal level threshold) is provided in **Figure 3**. When viewing **Figure 3**, areas of "DARK BLUE" indicate reliable coverage from Verizon Wireless' existing facilities and areas VOID of "DARK BLUE" color indicate a lack of sufficient 4G coverage. As the results demonstrate, coverage is currently deficient across a significant portion of the Town of Hammond. Specifically, 4.6± miles along NY-12, 1.1± miles along NY-37 and 1.9± miles along Calaboga Rd. - as well as several other roads, homes, recreational areas, water ways & businesses across the Targeted Improvement Area – currently have an inadequate and safe level of emergency and non-emergency Verizon Wireless 4G/LTE communications services. As a result, deployment of a new wireless facility within the Town of Hammond is required.

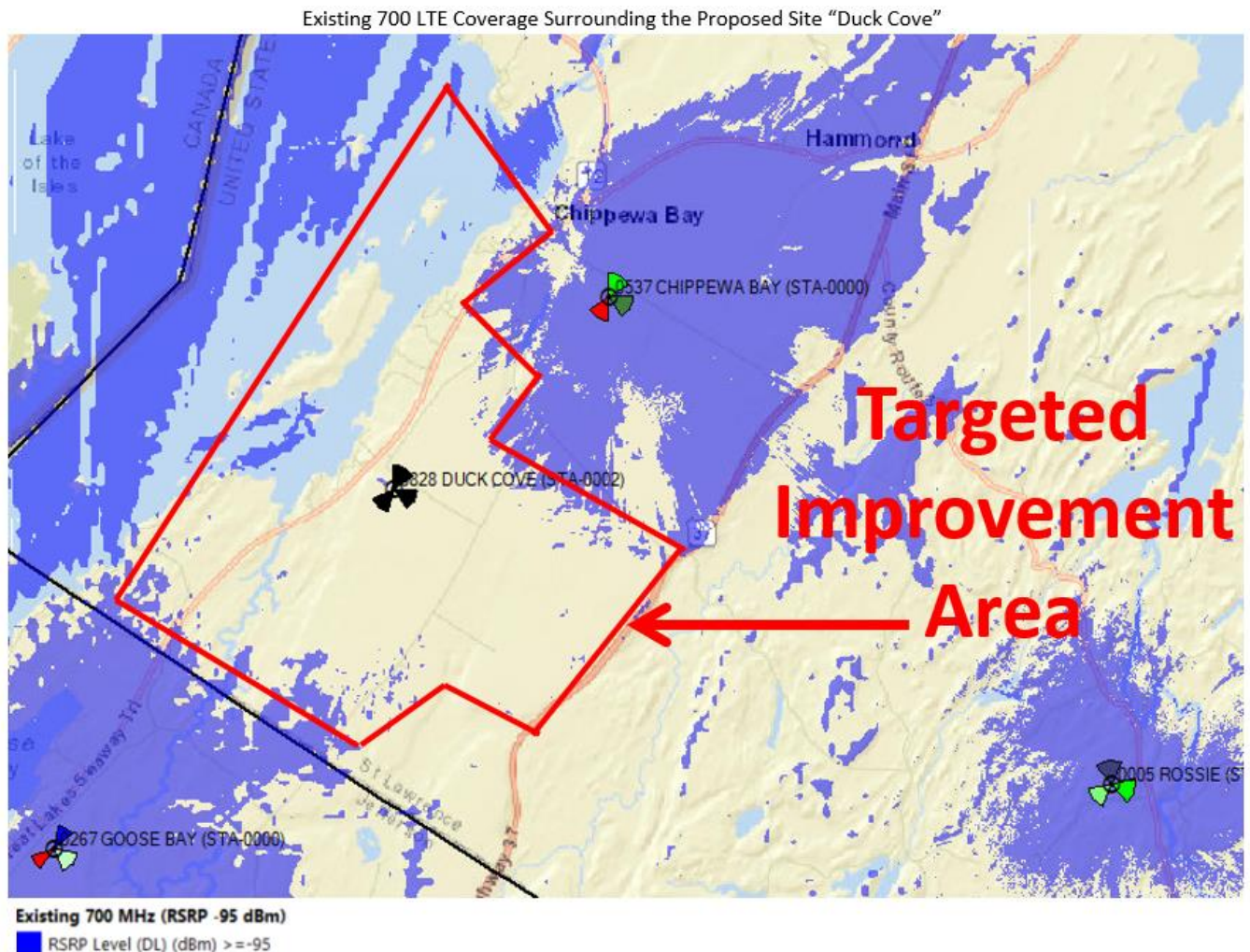


Figure 3. Existing 700 LTE Coverage surrounding the proposed "DUCK COVE" Wireless Communications Facility

A propagation analysis showing the new & improved emergency and non-emergency 4G/LTE coverage, data and calling capacity that will be provided by the proposed DUCK COVE wireless communications facility (shown in the color Neon Green) is included at **Figure 4**. As the results in **Figure 4** demonstrate, once ON-AIR, the Verizon Wireless' proposed Duck Cove site will provide a higher level of new and improved 4G/LTE emergency and non-emergency services across within the southwestern portion of the Town of Hammond. Specifically, 4.6± miles along NY-12, 1.1± miles along NY-37 and 1.9± miles along Calaboga Rd. - as well as several other local community roads, homes, recreational areas, water ways

& businesses across the Targeted Improvement Area – all will gain critically needed coverage improvements.

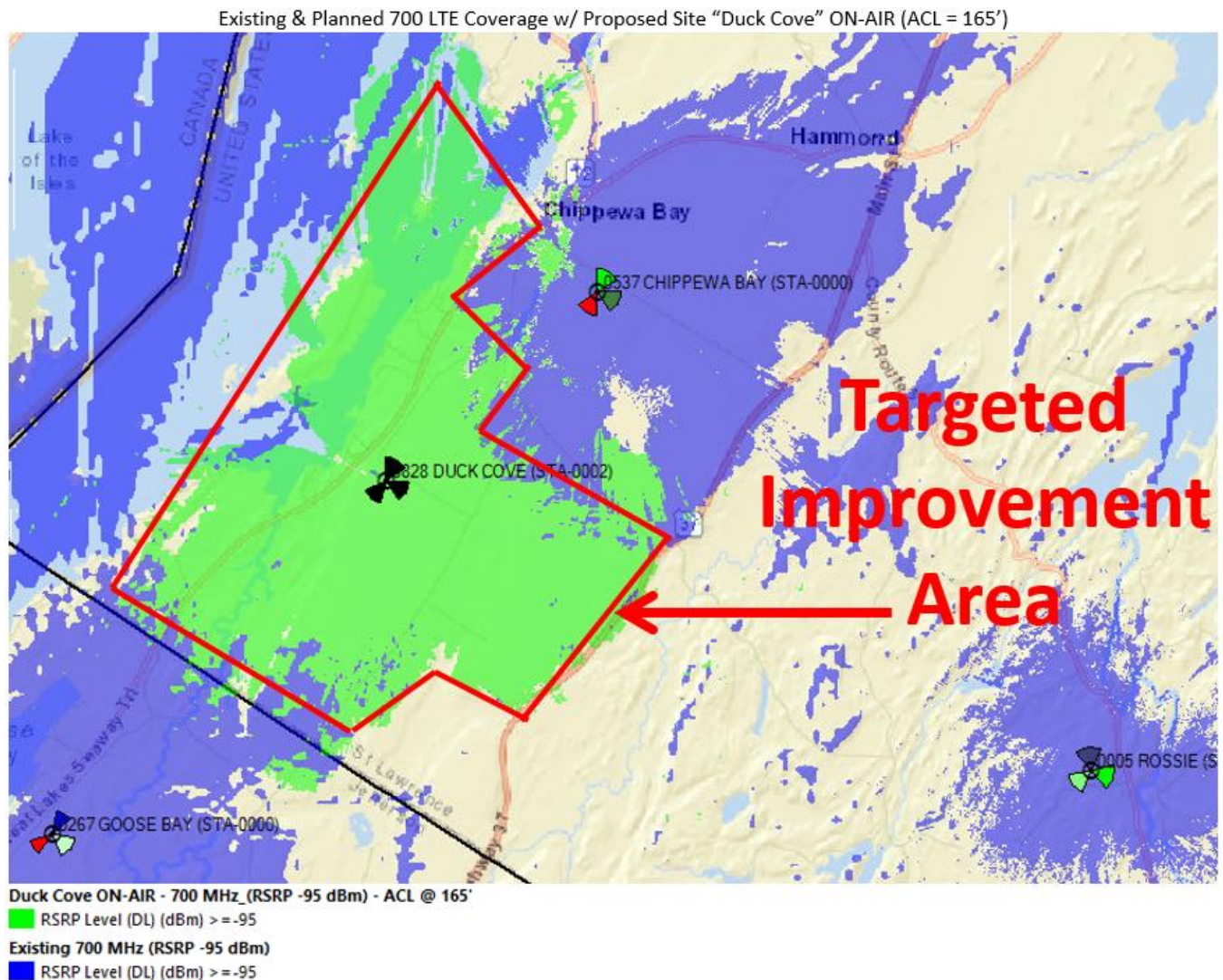


Figure 4. Existing and Planned Coverage with proposed "DUCK COVE" Facility ON-AIR

Minimum Tower Height Justification

The propagations shown in **Figure 5** and **Figure 6** below demonstrate the expected Duck Cove 4G/LTE wireless service coverage at tower heights of 170' and 130' respectively - (Note: The resulting Antenna Centerlines would be 165' and 125' respectively).

Existing & Planned 700 LTE Coverage w/ Proposed Site "Duck Cove" ON-AIR (ACL = 165')

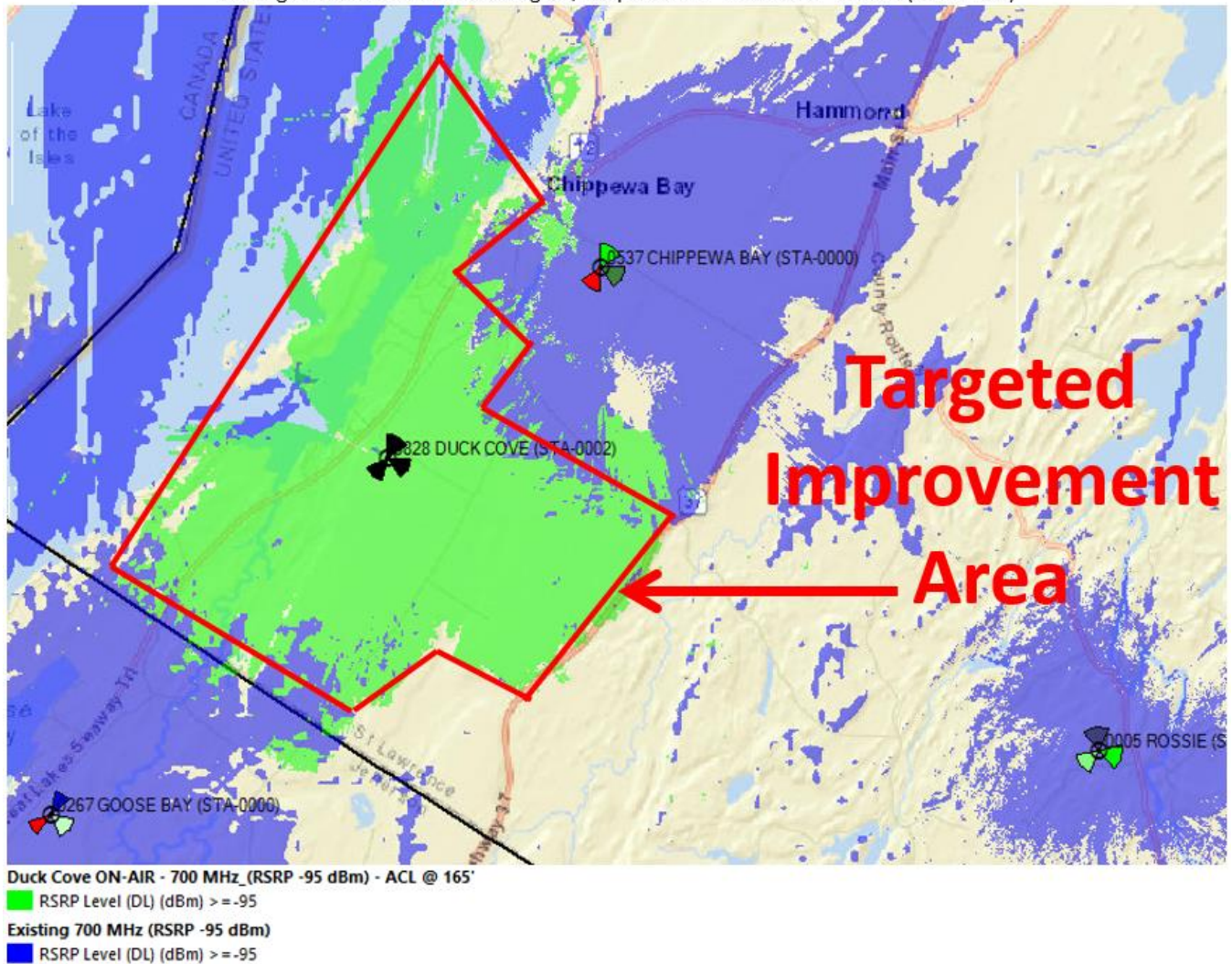


Figure 5. Duck Cove Coverage with ACL of 165'

As shown in **Figure 5** (above), the expected Duck Cove 4G/LTE wireless coverage expected with an ACL=165' covers a significant amount of the Targeted Improvement Area. Specifically, 4.6± miles along NY-12, 1.1± miles along NY-37 and 1.9± miles along Calaboga Rd. - as well as several other local community roads, homes, recreational areas & businesses across the Targeted Improvement Area – all will gain critically needed coverage improvements. Alternatively, **Figure 6** (below) illustrates the expected 4G/LTE wireless coverage expected with ACL=125'. The difference in these propagations clearly shows a substantial reduction of adequate 4G/LTE wireless services across significant portions of the Targeted Improvement Area. Specifically – coverage on portions of NY-12, NY-37 and Calaboga Road (plus other roads) - as well as coverage of some rural homes, businesses, water ways and recreational areas within the Targeted Improvement Area would remain deficient of emergency and non-emergency 4G/LTE Verizon Wireless communication services. Therefore - as the results illustrate, a 40' reduction in tower height would reduce and impair Verizon Wireless' emergency and non-emergency 4G/LTE Verizon Wireless communication services within a significant portion of the Town of Hammond.

Existing & Planned 700 LTE Coverage w/ Proposed Site "Duck Cove" ON-AIR (ACL = 125')

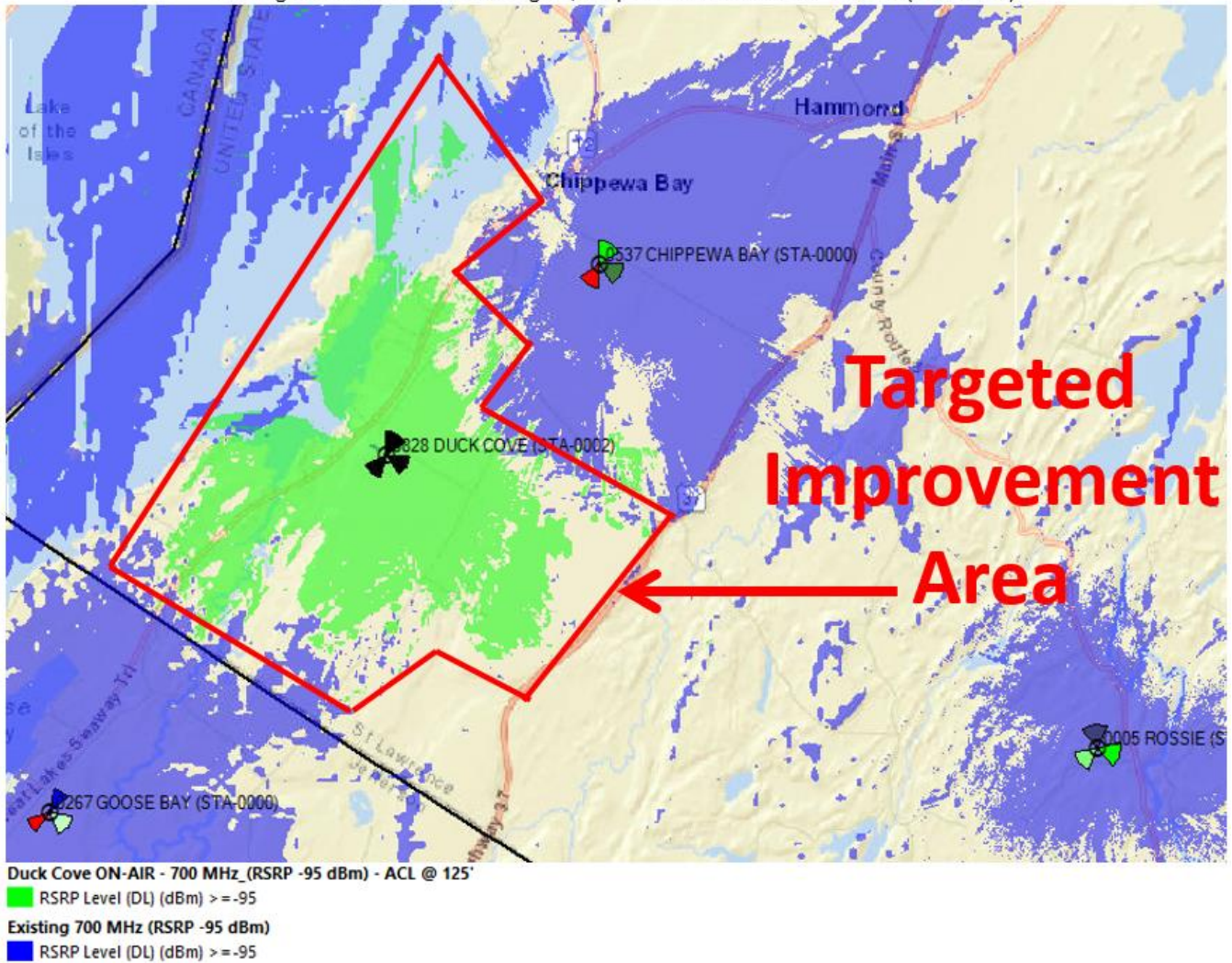


Figure 6. Duck Cove Coverage with ACL of 125'

To further illustrate the coverage delta between the (2) tower heights, **Figure 7** below shows the tower height Coverage Delta in a combined "overlay" propagation - where the 165' ACL propagation is shown in a Neon Green and the 125' ACL propagation is shown in an Olive Green. Based on these findings, the proposed tower height of 170' (ACL of 165') appears to be right at - or very close to - the minimum height necessary for Verizon Wireless to achieve its 4G/LTE wireless network coverage objectives across the Targeted Improvement Area.

Coverage Delta - Existing & Planned 700 LTE Coverage w/ Proposed Site "Duck Cove" ON-AIR (ACL @ 165' .vs. ACL @125')

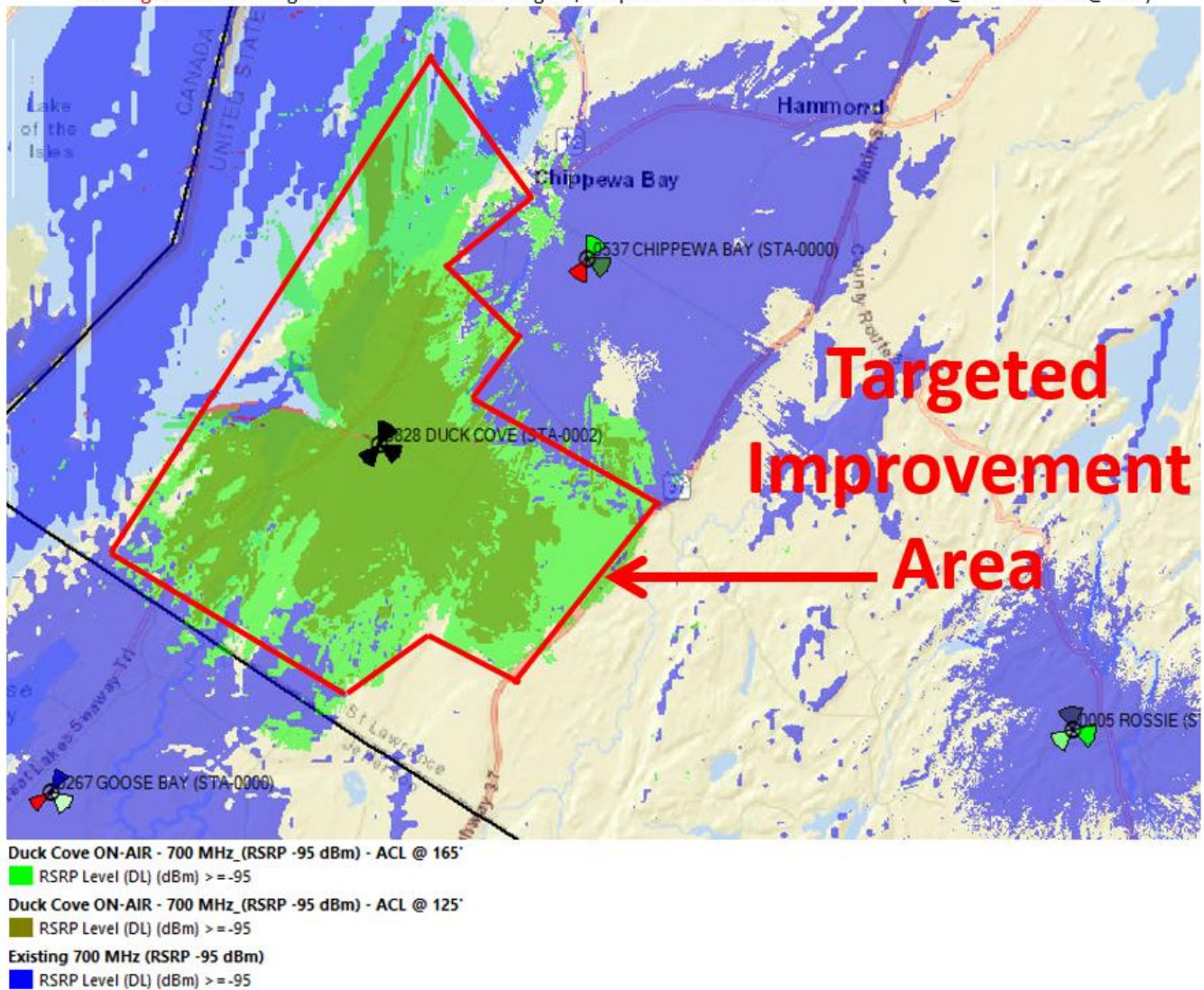


Figure 7. Duck Cove Coverage Delta between ACLs of 165' and 125'.

Compatibility with Existing Emergency Networks

Verizon Wireless operates Wireless Communications Forth Generation (4G) Services, Personal Communication Service (PCS) and/or Cellular Radiotelephone Services network authorized by the Federal Communications Commission (FCC) to provide state of the art digital and/or cellular wireless communications in many parts of the nation, including upstate New York. Verizon Wireless' operations and network are licensed and regulated by the FCC.

Verizon Wireless' radio equipment is designed to transmit frequencies only within its allocated (licensed) frequency bands and each transmitter is carefully adjusted to comply with FCC regulations for power output and frequency. These procedures prevent interference with other radio services, public safety communications, airport navigation, cordless phones, computers and other community office or residential household appliances.

The incidence of these transmissions causing interference with other radio services is rare. All other radio communication services, including broadcast radio and television, are assigned to specific frequency

bands, separate and distinct from cellular and other frequencies. For instance, AM Radio operates between 0.5 -1.5 MHz and VHF Television operates between 54 - 215 MHz; additionally - receivers for other services are similarly designed to prevent interference from out of band service. In the unlikely event that malfunctioning equipment or improper settings are shown to cause interference with an existing service, Verizon Wireless would be required, under the conditions of its FCC license, to take immediate steps to correct any problems.

Carrier's Long-Range Plans for Additional Towers in the Area

With the continued exponential usage growth and evolving demand on modern wireless 4G networks and the eminent rollout of 5th Generation (5G) wireless networks, it is very difficult to predict the future need for additional wireless communications facilities within Town of Hammond. We can however say with relative certainty that the proposed Duck Cove wireless communications facility will provide much improved 4G/LTE Verizon Wireless communication services within the southwestern portion of the Town of Hammond.

Technical Information

Frequency / Modulation / Type of Service

Frequencies: 850 MHz Lower Band (Block B)
Tx 880.020 – 889.98 and 891.51 - 893.970 MHz
Rx 835.020 – 844.98 and 846.51 - 848.970 MHz

Personal Communications Service (PCS LTE)
Tx 1975.00 – 1990.00 MHz
Rx 1895.00 – 1900.00 MHz

700 MHz LTE Upper Band (Block C)
Tx 746.00 – 757.00 MHz
Rx 776.00 – 787.00 MHz

Advanced Wireless Services (AWS-1) (Block F)
Tx 2145.00 – 2155.00 MHz
Rx 1745.00 – 1755.00 MHz

Advanced Wireless Services (AWS-2) (Block B)
Tx 286.00 – 2155.00 MHz
Rx 1710.00 – 1755.00 MHz

Advanced Wireless Services (AWS-3) (Block J)
Tx 2155.00 – 2180.00 MHz
Rx 1695-1710 MHz, 1755-1780 MHz

C-Band (Blocks A1-A5, B1-B5)
Tx 3700.00 – 3980.00 MHz
Rx 3700.00 – 3980.00 MHz

Modulation : Long Term Evolution (LTE)
Class of Service: Handheld Mobile Communications

Respectfully submitted by:

DJ Scholl

Daniel J Scholl
Radio Frequency (RF) Design Engineer
Bell Atlantic Mobile Systems d/b/a Verizon Wireless

Date: January 3, 2025



St. Lawrence Seaway RSA Cellular Partnership

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

Duck Cove

119 Factory Road
Hammond, New York 13646

SITE SELECTION REPORT

St. Lawrence Seaway RSA Cellular Partnership, d/b/a 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 119 Factory Road at the Bawden Family Farm in the Town of Hammond, St. Lawrence County, New York. The property is a 123.33-acre parcel, zoned Residential Agriculture and is part of a private family farm owned and operated by Brian and Liz Bawden.

1. The Search Area

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

The search area for the Duck Cove ("Search Area") is illustrated by the red line in **Figure 1**, attached hereto.

(a) **Geography & Topography**

The Duck Cove Search Area is characterized as being a mixture of a Shoreline District (S) and Residential Agricultural (RA) parcels. All the parcels within the search ring that are west of Route 12 are considered the Shoreline District and towers are not allowed. Some of those parcels also have identified Federal Wetlands, so all have been eliminated as potential candidates. **Figure 2** depicts an overlay of the Search Area on an aerial tax map/wetland(s) for the area. All of the parcels east of Route 12 are considered Residential Agriculture Districts where Tower's are allowed with a Special Use Permit.

(b) **Land Use**

The Search Area is made up of predominately agricultural fields, residential units and the St. Lawrence River's Shoreline district, consisting of mostly houses and businesses. During the review of the Search Area, the site acquisition firm attempts to identify properties that are sufficiently removed from existing residential areas whenever feasible. However, because network densification often involves existing residential areas, it is often not practicable to locate new sites great distances from such residential areas.

(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 an overlay of the Overall Search Area.

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

Figure 3 – Depicts the Search Area with Candidates.

Figure 4- Depicts a two-mile radius from the proposed tower location and existing towers or tall structures identified.

2. 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 (“Collocation”), whenever feasible. Local communities universally favor Collocation because they can minimize the number of wireless telecommunications towers in an area and many municipalities even provide for a streamlined application review process. Collocation is often listed as the highest sighting priority in a local municipality’s Zoning Law. In addition to the streamlined zoning application process, Collocation is preferred by wireless providers because it is generally a less expensive and more timely option, compared to installation of a new tower facility.

(b) New Structure on Privately-owned Property

When it is not feasible to collocate 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.

3. The Duck Cove Search Area

After a comprehensive investigation of the Search Area, no existing towers or tall structures were identified and/or suitable for Collocation within or near the limits of the Search Area. During our investigation of the Search Area, a total of eight (8) parcels were identified in the Town of Hammond as being potential candidates for a new communications facility based upon topography, access, wetland locations and sighting

issues. Of those eight (8) parcels, two (2) parcel owners were interested in leasing Verizon space for a tower. One interested owner owns two of the eight (8) parcels within the search. Four (4) of the five (5) remaining parcels are owned by three (3) property owners and were not interested in leasing us space. The final parcel was eliminated due to Federal Wetlands and no access from public road. The location is identified on **Figure 3**. A summary of the properties evaluated as potential locations are detailed below.

(b) Max Mislap – 141.003-1-14.11. This parcel is located off County Route 6 (access from Calaboga Road) in the Town of Hammond. The parcel is a 123.99 acre parcel that is almost entirely wooded and scrub vegetation. The property is located inside the Search Area and is large enough to accommodate the required setbacks to property lines and residential structures. This property was not selected by RF as the primary candidate for this project due to the required removal of a significant amount of mature trees, which would cause potential environment impacts, impacts construction, and creates access issues.

(c) Durham – 141.004-1-14.19. This parcel is located off Route 12 in the Town of Hammond. The parcel is a 131-acre parcel that is entirely wooded and swamp land. The property is located on the southwest corner of the Search Area and is large enough to accommodate the required setbacks to property lines and residential structures but has several Federal Wetlands throughout the parcel and no access to a public road and was therefore not considered as a potential candidate.

(d) Other Parcels Evaluated, Contacted and Expressed NO Interest In The Project

C -Tague (140.002-3-2.1)	Not Interested
D - Trahan (141.001-1-24.1)	Not Interested
E – Morrison (141.001-1-27)	Not Interested
E (1) – Morrison (141.003-1-15.21)	Not Interested

(a) Bawden - Tax Parcel ID # 141.001-1-24.2 (Selected Parcel) and 141.003-1-14.12

This parcel is located at 119 Factory Road and is part of a large family farm in the Town of Hammond. The parcel is 123.33 acres and is currently utilized as a residential house and family farm. The property is located inside the Search Area and is large enough to accommodate the required setbacks to property lines and residential structures. The property owner has entered into a Ground Lease with St. Lawrence Seaway RSA Cellular

Partnership d/b/a Verizon Wireless. This was the primary candidate selected by RF due to the AMSL, location within the search ring and ability to meet RFs objective for a cell tower in this Search Area. From a sighting perspective this site meets setback requirements and will be set back from the road to minimize any visual impact to the area residents. Based on these extensive factors this was the best location within the search area.

5. SUMMARY

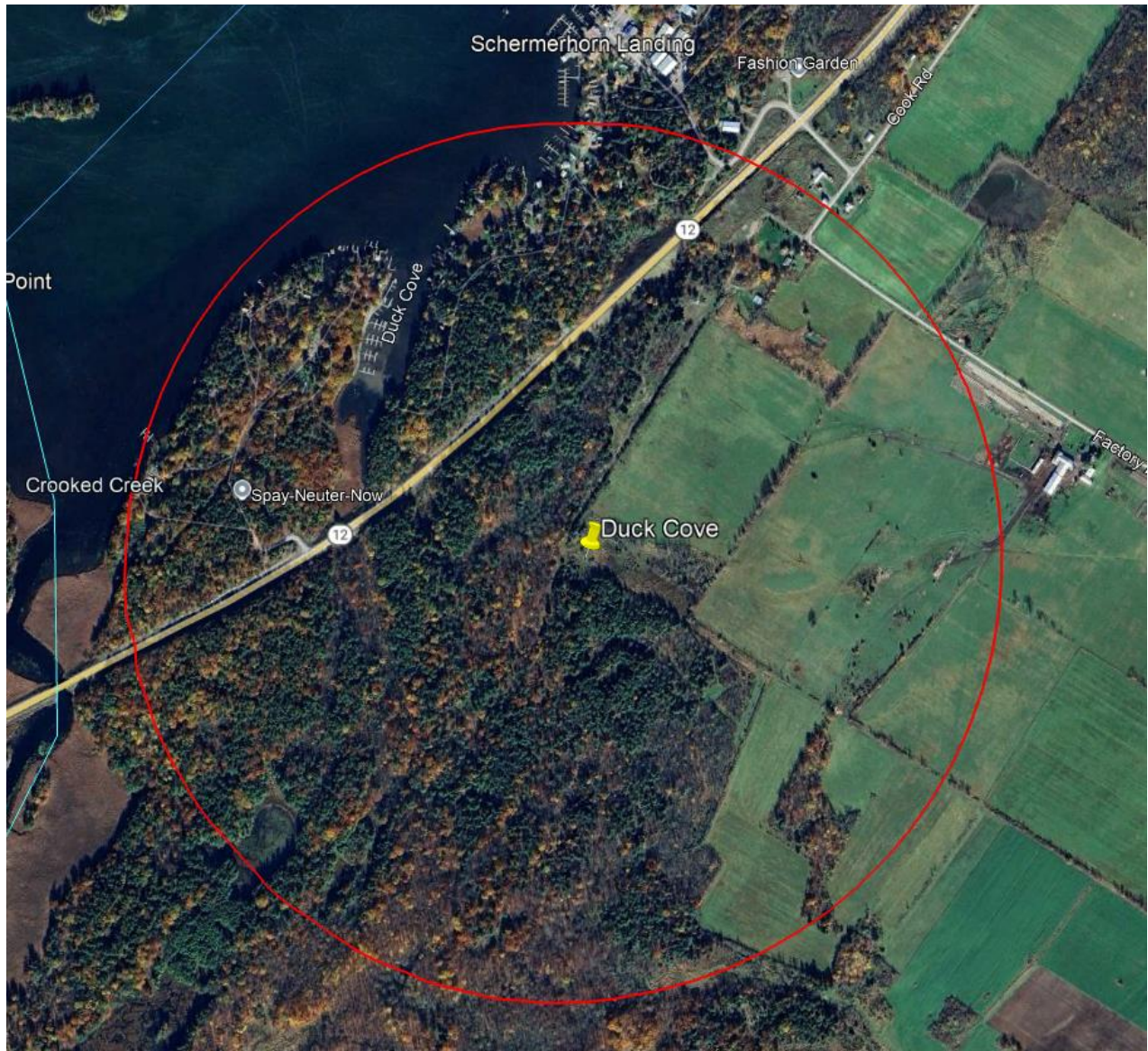
Based on the foregoing, the number of acceptable properties within the search area for a new communications facility within the Search Area are limited by the number of interested parties in the project. By choosing the proposed property for a new communications facility, Verizon Wireless is able to keep the overall height of the proposed tower at 170' feet. The proposed property also takes advantage of existing natural screening opportunities by using the parcel's western edge's tree line and is situated an appropriate distance away from existing residential development. The adjacent parcel is also an empty field. In this regard, use of the proposed property will mitigate potential adverse impacts to the greatest extent feasible.

Prepared by:

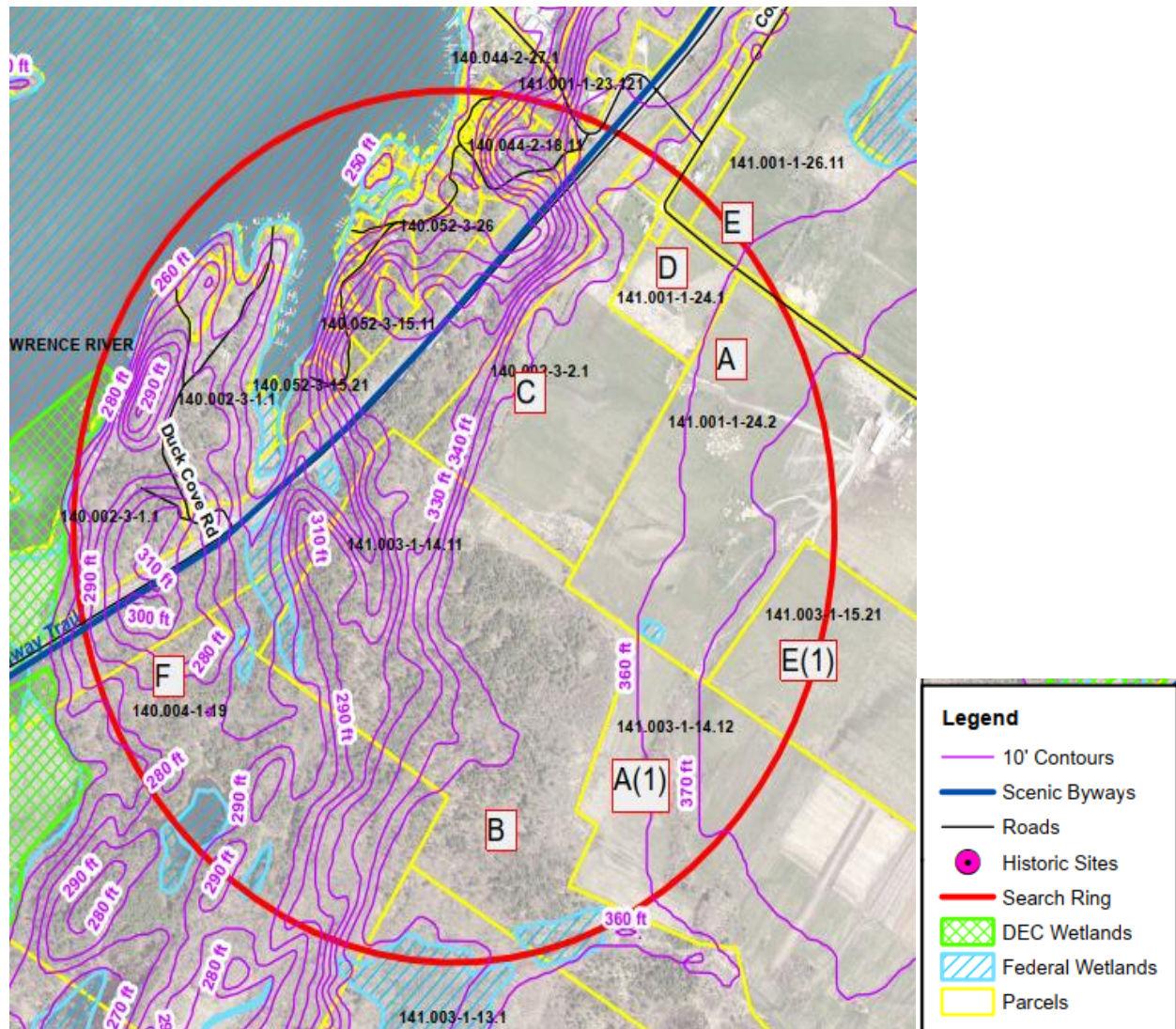
Timothy Richmond

Timothy Richmond
Pyramid Network Services, LLC
Consultant to Verizon Wireless

FIGURE 1
Verizon Wireless
Overall Duck Cove Search Area



Duck Cove Search Area with Candidates and Tax Map and Wetlands/Floodplains Overlay



Duck Cove Search Area with Candidates

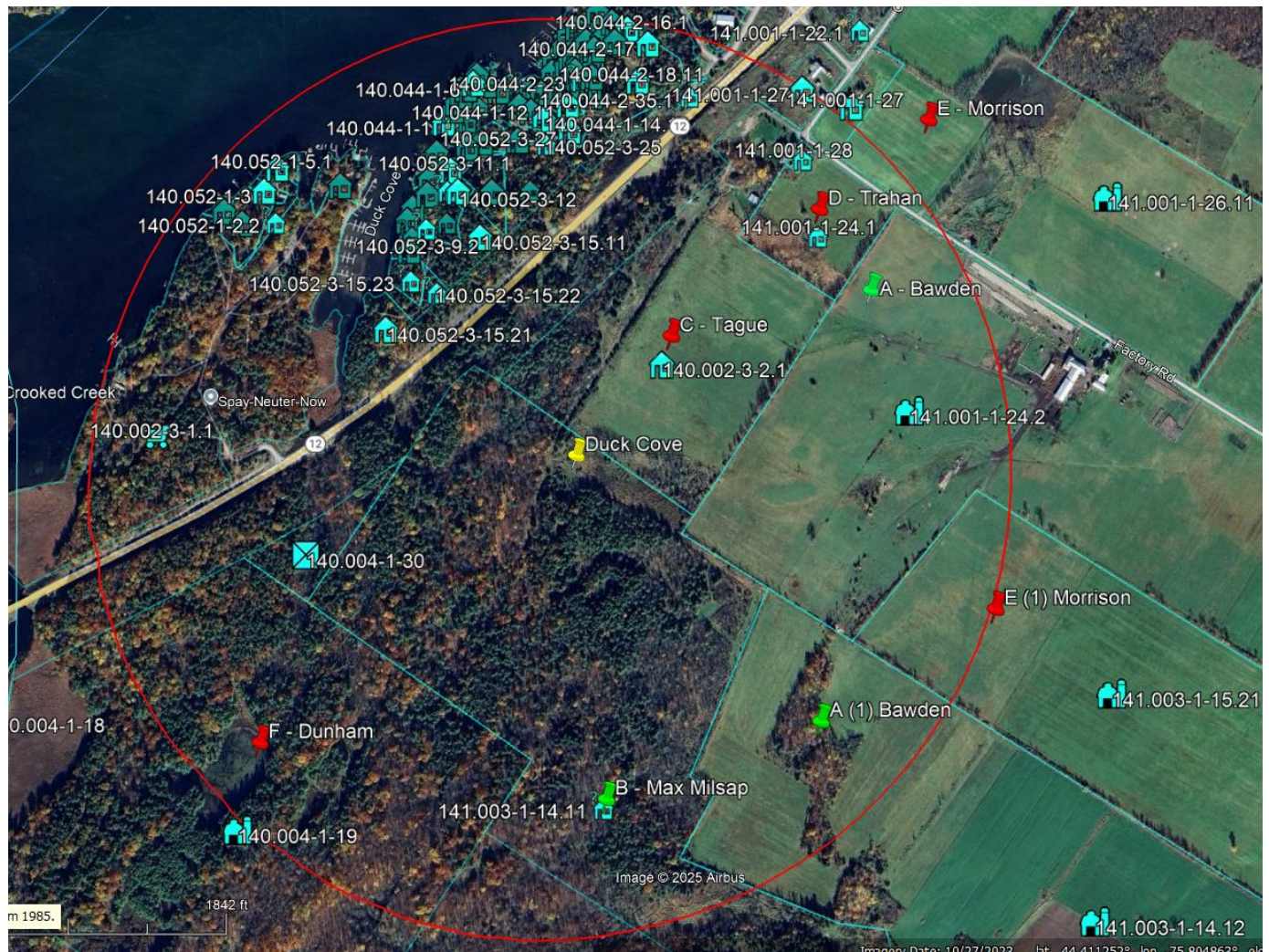
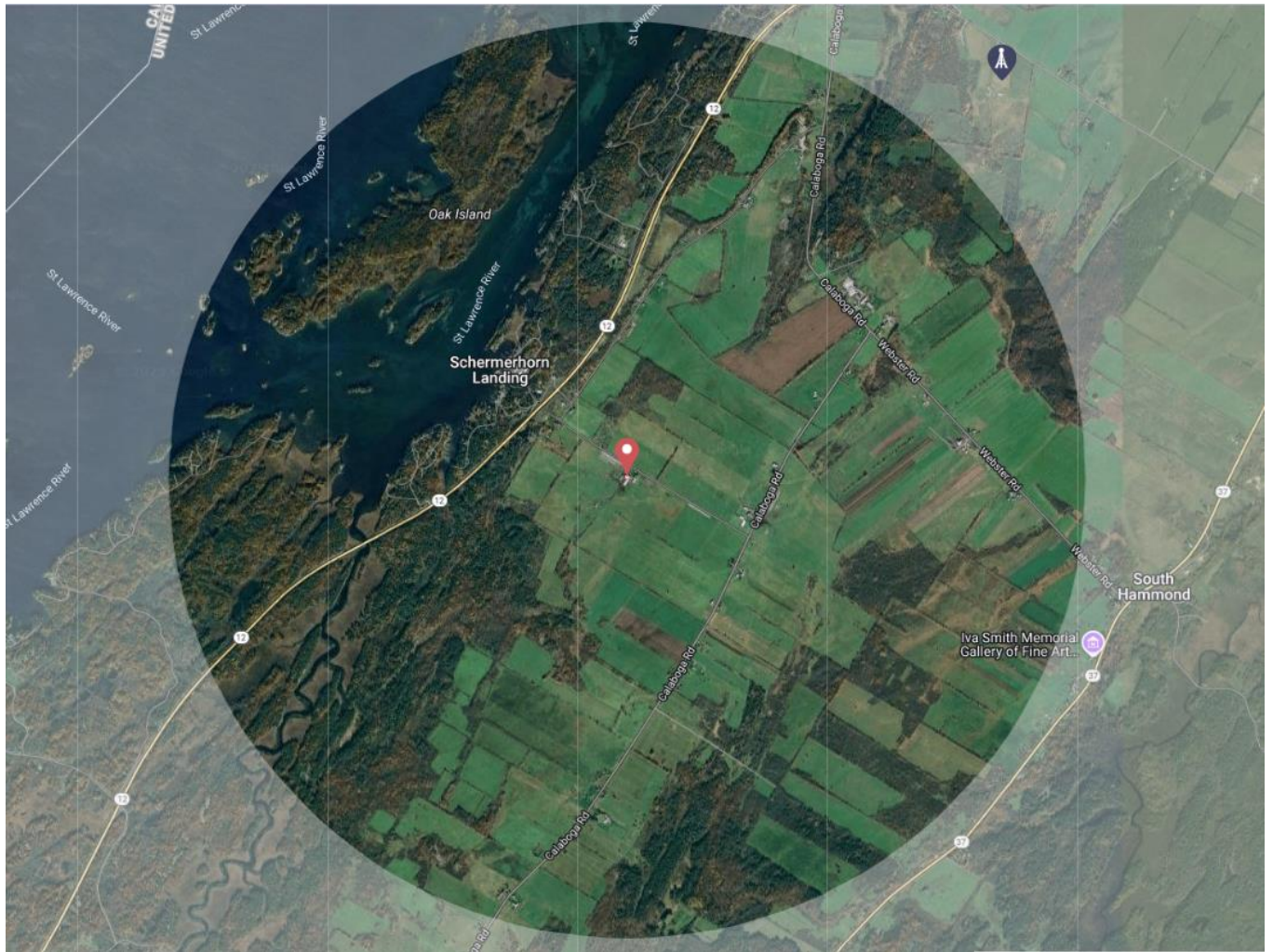


FIGURE 4
Two Mile Radius from Proposed Tower Location Showing Existing Towers/Tall Structures





December 9, 2024

To: Daniel Scholl

Transmitted via email to: daniel.scholl@verizonwireless.com

RE: Verizon Wireless RFE Jurisdictional Compliance – **Duck Cove_NRL**

Site Address: 119 Factory Road, Hammond, NY 13646

To Whom It May Concern,

We write to inform you that Verizon Wireless has had a radio frequency (RF) compliance pre-construction evaluation performed for the above-noted proposed antenna site, and based on the result of the evaluation, this site is compliant with FCC regulations. With the proposed Verizon Wireless facility on-air, the maximum predicted exposure in all areas at ground level is less than 2% of the FCC General Population maximum permissible exposure (MPE) limit. The information in this compliance document was prepared by Centerline, an approved Verizon vendor.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@verizonwireless.com.

Sincerely,

Michael Fischer, P.E.
Director of Engineering
Centerline
mfischer@clinellc.com



Michael Fischer, P.E.
Registered Professional Engineer (Electrical)
New York License Number 101714
Expires March 31, 2025

Signed 09 December 2024

Property Owner Responsibilities

(M.E.N.U)

RF exposure safety and the protection of every licensee's infrastructure are very important. Property owners and licensees have a shared responsibility in maintaining a safe and secure RF environment. Property owners can help in this significant endeavor by:

- ⇒ **M**aintaining all necessary wireless licensee contact information.
- ⇒ **E**nforcing restricted access (help maintain a Controlled Environment). **E**nsuring all building/maintenance personnel are aware that the potential for exposure exists, and follow all appropriate entry and safety procedures.
- ⇒ **N**otifying all licensees when any non-carrier requests access to any area with antennas **at least 24 hours in advance**.
- ⇒ **U**nderstanding that compliance with the FCC and OSHA can be achieved with RF Exposure levels above the applicable limit if the proper signage, physical barrier, and access restrictions are implemented. Commitment to compliance and willingness to cooperate are essential.

For General RF Safety & Awareness Questions

Verizon Wireless

E-mail: **VZWRFCCompliance@vzw.com**

E-mail Subject: "ATTN: RF Compliance"

In The Event That Emergency Maintenance Is Required

24-Hour Network Operations Center:

1-800-264-6620



RF Safety & Awareness Training Contacts

Amirit Technologies

(www.amirit.com)

C-Squared Systems

(www.csquaredsystems.com)

Dtech Communications

(www.dtechcom.com)

EBI Consulting

(www.ebiconsulting.com)

Global RF Solutions

(www.grfs.net)

Hammett & Edison, Inc.

(www.h-e.com)

Lawrence Behr Associates, Inc.

(www.lbagroup.com)

LCC

(www.lcc.com)

Millennium Engineering

(www.millenniumengineering.net)

Pinnacle Telecom Group

(www.pinnacletelecomgroup.com)

Richard A. Tell Associates

(www.radhaz.com)

RSI

(www.rfcomply.com)

SiteSafe

(www.sitesafe.com)

Telnet

(www.telnet-inc.com)

Trott Communications Group

(www.trottgroup.com)

Waterford Consultants

(www.waterfordconsultants.com)

Radio Frequency (RF) Emissions

SAFETY
&
AWARENESS



FCC Information

The Federal Communications Commission (FCC) has established safety guidelines relating to RF exposure from cell sites. The FCC developed those standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The FCC explains that its standards incorporate prudent margins of safety. The following represents an overview of the most applicable information:

Classifications for Exposure Limits

Occupational

Persons are "exposed as a consequence of their employment" and are "fully aware of the potential for exposure and can exercise control over their exposure".

General Population

Any persons that "may not be made fully aware of the potential for exposure or cannot exercise control over their exposure".

Those in this category do not have RF Safety & Awareness Training.

Ensuring Compliance With FCC Guidelines

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines.

Wireless Licensees are required by law to implement the following:

- **Restrict access** (lock doors/ladders)
- **Post notification signage on every access point** to increase awareness of the potential for exposure BEFORE one enters an area with antennas.
- **Place additional notification signage and visual indicators** in an area with antennas (beyond an access point) where RF exposure levels may start to exceed the FCC's limits.

Compliance Materials

Notification Signage



(Notice) RF Guidelines - Informs viewer of the basic safety guidelines for working in an RF Environment.



Information - Provides relevant contact information for any questions or requests.



(Blue) Notice - Informs viewer that beyond the sign, RF exposure levels may exceed the General Population MPE limit but will remain below the Occupational MPE limit.



(Yellow) Caution - Informs viewer that beyond the sign, RF exposure levels may exceed the General Population and Occupational MPE limit.



(Red) Warning - Informs viewer that beyond the sign, RF exposure levels may substantially exceed the General Population and Occupational MPE limit.

Indicative Barriers

In addition to physical barriers such as locked doors or ladders, wireless licensees may also be required to place indicative barriers as a means of visually demarcating an area where RF levels are expected to exceed the FCC's limits. **Examples of Indicative Barrier Materials:** plastic chains, buckets, reflective paint or tape, plastic cones, fiberglass fences, and poles mounted in cinderblocks.



Antenna Safety

Antenna Types



Yagi - Antenna that radiates energy in one direction. RF energy has a narrow beam. **Walk behind or under this antenna.**



Panel - Antenna that radiates energy in one direction. RF energy beam can range from narrow to very wide. **Walk behind this antenna. Stay out of the general direction that the antenna is pointing.**



Whip - Antenna that radiates energy equally in all directions. **Maintain as much distance as possible from this antenna.**



Microwave - Antenna that radiates energy in one direction. RF energy has a narrow beam. **Walk under or behind this antenna.**

When In An Environment With Antennas:

- ⇒ Maintain at least a 3-foot clearance from all antennas. A 10-foot separation distance is preferred.
- ⇒ Never touch an antenna. Assume all are active.
- ⇒ Read and obey ALL signs on an access point.
- ⇒ Read and obey ALL signs in the environment with antennas.
- ⇒ Never walk past an indicative barrier without first confirming transmitter inactivity.
- ⇒ Never walk in front of or stand in front of an antenna whenever possible. Keep walking.
- ⇒ Contact all wireless licensees **at least 24-hours in advance** of scheduled maintenance.



Network Engineering - UPNY
1275 John Street, Suite 100
West Henrietta, New York 14586

January 21, 2025

Town Of Hammond
21 S Main St.
Hammond, NY 13646

RE: Application for Proposed Communications Facility "Duck Cove"
Verizon Wireless - Non-Interference Letter

Ladies and Gentlemen:

With respect to the above application - and in accordance with applicable provisions of the Wireless Telecommunications Facilities Siting Law for the Town of Hammond, NY - Verizon Wireless operates Wireless Communications Fourth and Fifth Generation (4G / 5G) Services, Personal Communication Service (PCS) and/or Cellular Radiotelephone Services network authorized by the Federal Communications Commission (FCC) to provide state of the art digital and/or cellular wireless communications in many parts of the nation, including upstate New York. Verizon Wireless' operations and network are licensed and regulated by the FCC.

Verizon Wireless' radio equipment is designed to transmit frequencies only within the allocated frequency bands and each transmitter is carefully adjusted to comply with FCC regulations for power output and frequency. These procedures prevent interference with other radio services, public safety communications, airport navigation, cordless phones, computers and other community office or residential household appliances.

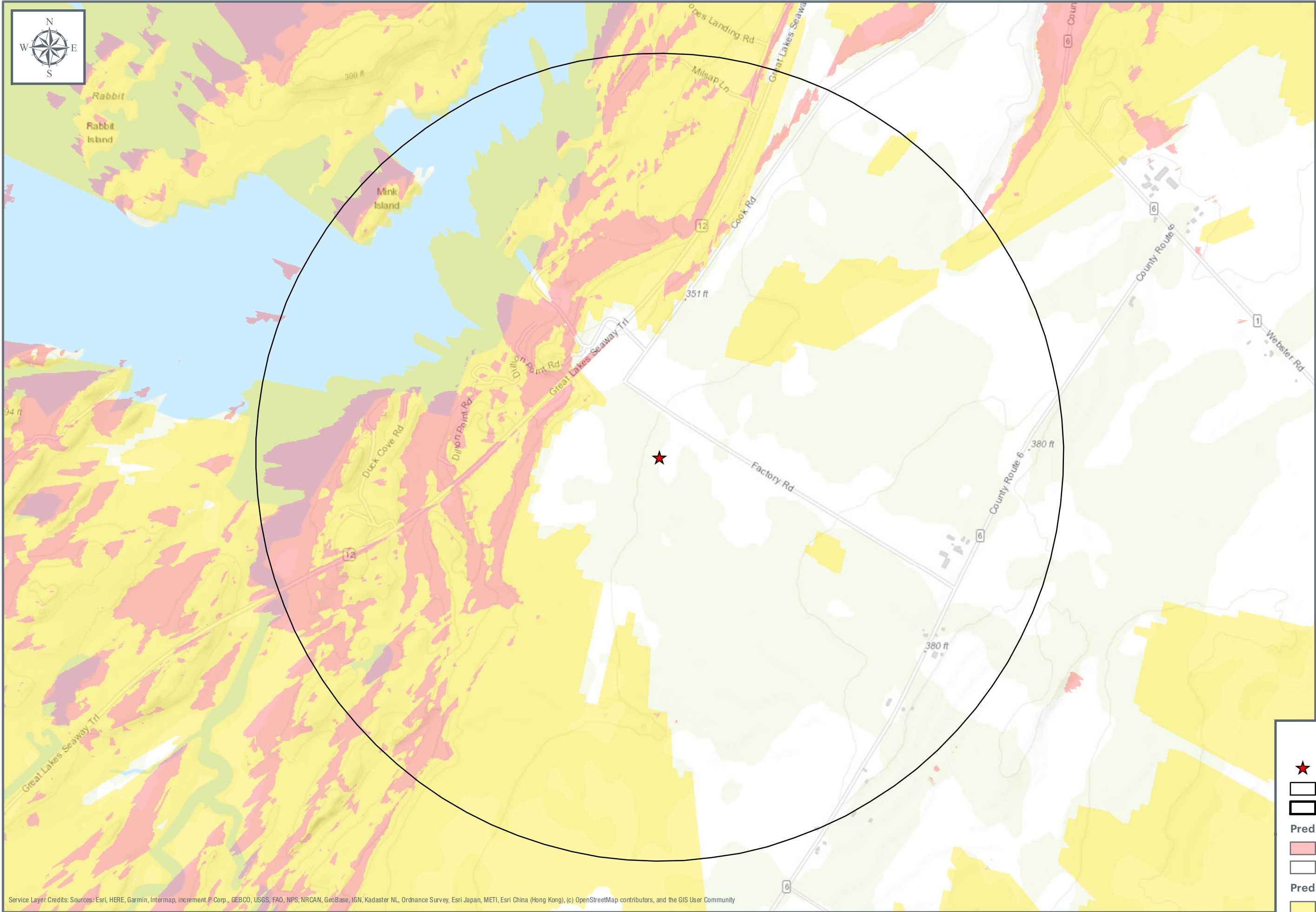
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Thank you for considering this application.

Very truly yours,

Daniel J Scholl

Daniel J Scholl
Radio Frequency (RF) Design Engineer



Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

0 0.125 0.25 0.5 Miles

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Computer Generated
Viewshed Map**

**Duck Cove
119 Factory Road
Hammond, NY 13646**

WO#: 11860.197

170ft Tower

**Assumptions:
60ft Mixed Forests &
20ft Woody Wetlands**

Legend

- Proposed Tower Location
- Tower Location (1 mile buffer)
- Tower Location (2 mile buffer)

Predicted Topographic Viewshed

- Not Visible due to Topography
- Potentially Visible

Predicted Vegetative Viewshed

- Not Visible due to Vegetation
- Potentially Visible



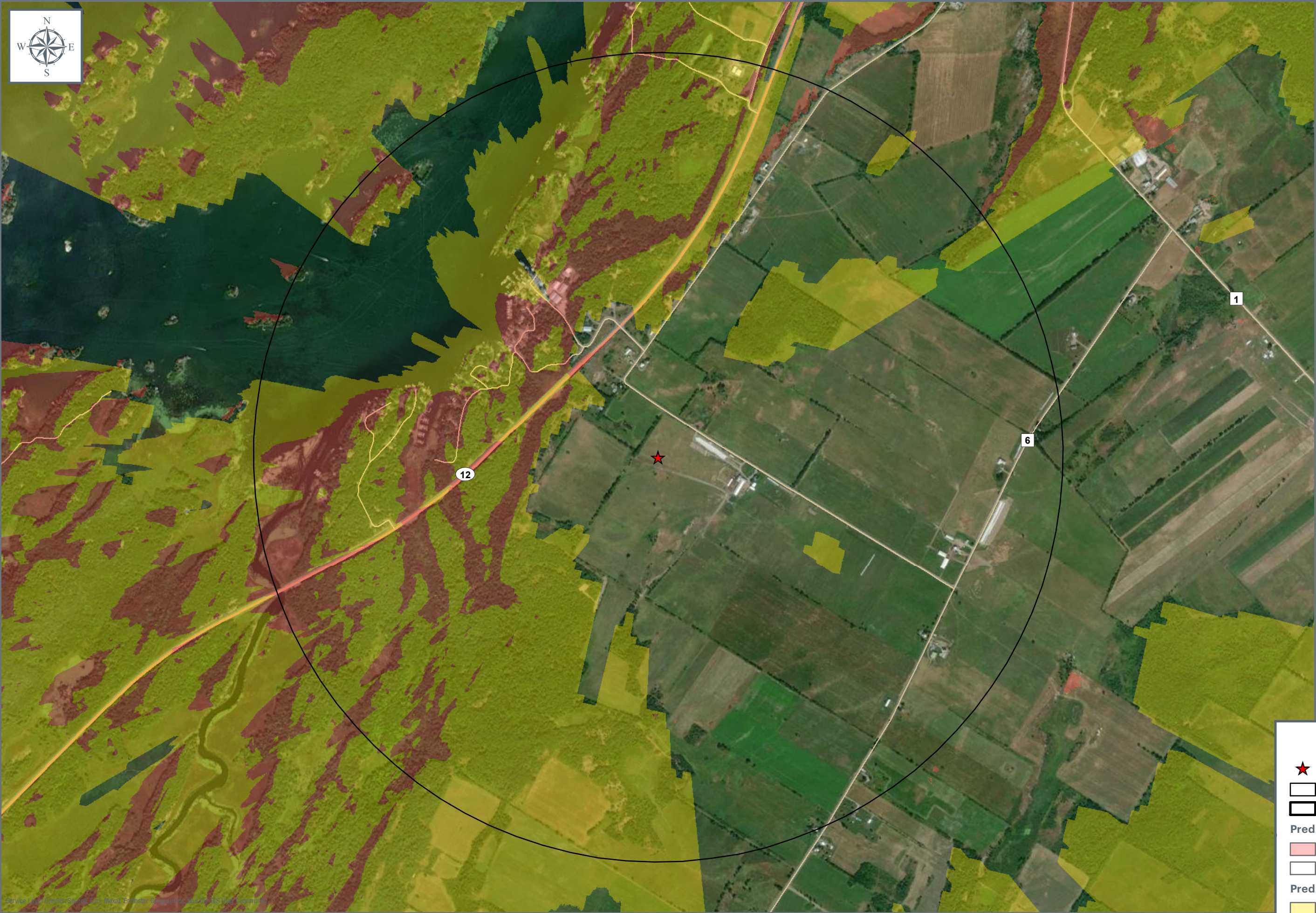
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WO#: 11860.197

170ft Tower

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0 0.125 0.25 0.5 Miles

Legend

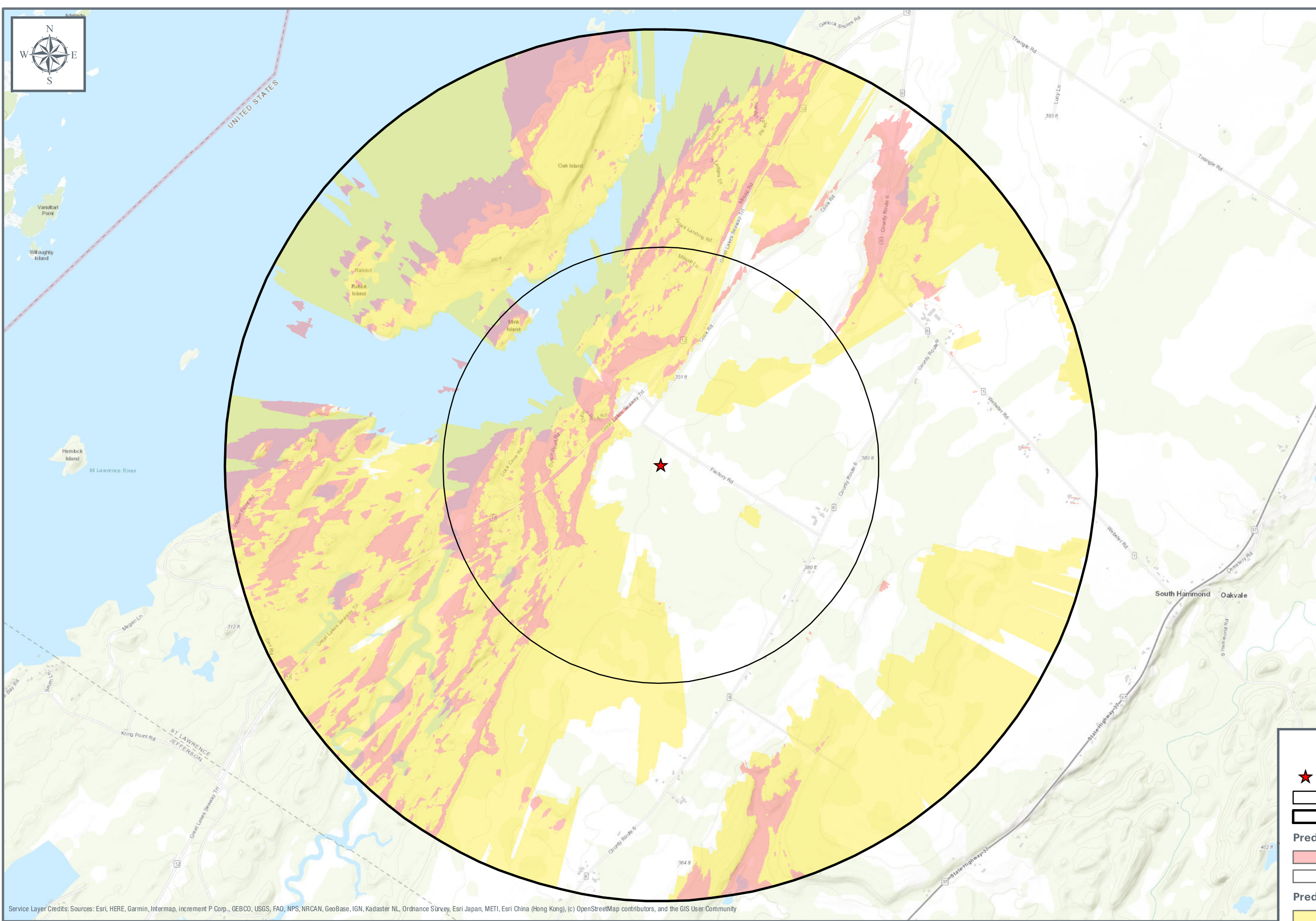
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- Potentially Visible

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Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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Federal
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Antenna Structure Registration

[FCC](#) > [WTB](#) > [ASR](#) > [Online Systems](#) > TOWAIR

[FCC Site Map](#)

TOWAIR Determination Results

[? HELP](#)

[New Search](#) [Printable Page](#)

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

Structure does not require registration. There are no airports within 8 kilometers (5 miles) of the coordinates you provided.

Your Specifications

NAD83 Coordinates

Latitude	44-24-25.0 north
Longitude	074-47-00.7 east

Measurements (Meters)

Overall Structure Height (AGL)	53
Support Structure Height (AGL)	NaN
Site Elevation (AMSL)	110.8

Structure Type

MTOWER - Monopole

Tower Construction Notifications

Notify Tribes and Historic Preservation Officers of your plans to build a tower.

ASR Help	FAQ - Online Help - Documentation - Technical Support
ASR Online Systems	TOWAIR - CORES - ASR Online Filing - Application Search - Registration Search
About ASR	Privacy Statement - About ASR - ASR Home

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[Help](#) | [Tech Support](#)

Federal Communications Commission
45 L Street NE
Washington, DC 20554

Phone: 1-877-480-3201
ASL Videophone: 1-844-432-2275
[Submit Help Request](#)

Verizon Wireless
1275 John Street, Suite #100
West Henrietta, NY 14586
ATTN: Mr. Brandon Farinaccio

January 31, 2025

**RE: STRUCTURAL/GROUNDING LETTER
PROPOSED TELECOMMUNICATIONS FACILITY
VERIZON WIRELESS SITE: DUCK COVE
119 FACTORY RD, TOWN OF HAMMOND, ST LAWRENCE COUNTY, NY 13646
TECTONIC W.O. 11860.197**

Dear Mr. Farinaccio:

Verizon Wireless is proposing a telecommunication facility at the above referenced address. The site includes the installation of a Verizon Wireless antenna array at a centerline height of 165' above ground level (AGL) on a 170' monopole (174' including the 4' lightning rod). The monopole will be designed to accommodate antenna arrays for three (3) additional carriers in addition to the proposed Verizon Wireless installation. The structural loading for each future carrier will include twelve (12) panel antennas along with remote radio units and other related equipment. The make, model, and manufacturer of the proposed monopole will be provided as part of the construction documents to be submitted for the building permit application.

For the purpose of structural design of the monopole, foundation and antenna supports, the most stringent criteria of the 2020 Building Code of New York State and ANSI/TIA-222-H-2017 "Structural Standard for Antenna Supporting Structures and Antennas and Small Wind Turbine Support Structures" will be applied. The proposed installation will be designed by a New York State licensed professional engineer and will meet all of the above listed criteria. The monopole will be designed to resist overturning, shear, and all other failure modes. The monopole will be designed such that, in the event of a failure, the tower will fall within a fall zone setback of 174'.

For the purpose of lightning protection, the tower, antennas, cabling, ground equipment, utility equipment, fencing, and all related objects will be grounded in accordance with the NEC/NFPA 780, ANSI/TIA-222-H-2017, and all other applicable local, state, and federal standards.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.



Steven M. Matthews, PE
Director of Engineering



Latham Office

36 British American Boulevard, Suite 101 | Latham, NY 12110
518.783.1630 Tel | 518.783.1544 Fax

tectonicengineering.com
Equal Opportunity Employer

T-1



NOTE:
THE PROPERTY LINES HEREON ARE APPROXIMATE BASED ON GIS DATA AND ARE FOR ORIENTATION PURPOSES ONLY. THEY DO NOT REPRESENT A PROPERTY/BOUNDARY DECISION BY A LAND SURVEYOR.

1
AD-1
ADJOINERS PLAN
SCALE: 1" = 600' (11x17 SIZE)
1" = 300' (22x34 SIZE)

ADJOINERS LIST			
#	SBL	OWNER	ADDRESS
1	141.001-1-24.2	Brian Bawden	119 Factory Rd Hammond NY 13646
2	140.002-3-2.1	James R Tague	P.O. Box 8 Alexandria Bay NY 13607
3	141.001-1-24.1	C&D Ranch Revocable Trust	2008 County Route 11 Gouverneur NY 13642
4	141.001-1-26.11	John N Morrison	583 County Route 6 Hammond NY 13646
5	141.003-1-17	John Morrison	583 County Route 6 Hammond NY 13646
6	141.003-1-2	Paul D Dunham	97 Dubiel Ave Syracuse NY 13209
7	141.003-1-15.21	John N Morrison	583 County Route 6 Hammond NY 13646
8	141.003-1-14.12	Brian Bawden	119 Factory St Hammond NY 13646
9	141.003-1-14.11	Max Milsap	127 Cook Rd Hammond NY 13646

2
AD-1
ADJOINERS LIST
SCALE: NTS

verizon

1275 JOHN STREET, SUITE 100
WEST HENRIETTA, NY 14586

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info: 36 British American Blvd., Suite 101, Latham, NY 12110 Phone: (518) 783-1630 (800) 829-6531 www.tectonicingineering.com

WORK ORDER NUMBER
11860.197

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0	9/9/24	FOR COMMENT
1	2/3/25	FOR ZONING

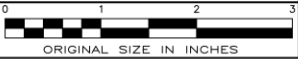
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ORIGINAL SIZE IN INCHES

SITE INFORMATION

DUCK COVE

FUZE ID#: 16989608

MDG#: 5000920417

SITE ADDRESS

119 FACTORY ROAD

TOWN OF HAMMOND

ST LAWRENCE COUNTY

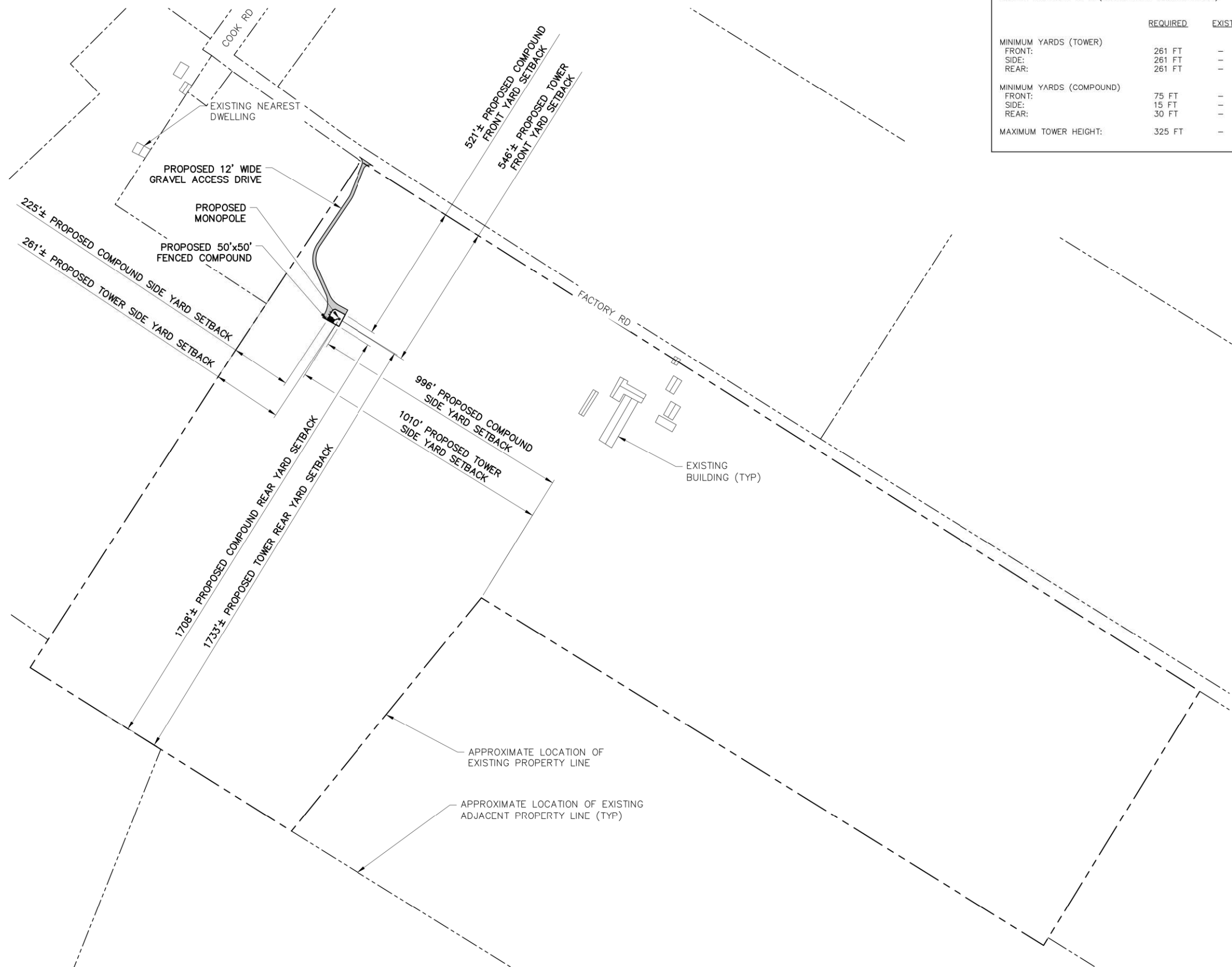
NY 13646

SHEET TITLE

ADJOINERS PLAN

SHEET NUMBER

AD-1



TOWN OF HAMMOND			
ZONING DISTRICT: R-A (RESIDENTIAL AGRICULTURAL)			
	<u>REQUIRED</u>	<u>EXISTING</u>	<u>PROPOSED</u>
MINIMUM YARDS (TOWER)			
FRONT:	261 FT	—	521 FT
SIDE:	261 FT	—	261 FT
REAR:	261 FT	—	1733 FT
MINIMUM YARDS (COMPOUND)			
FRONT:	75 FT	—	546 FT
SIDE:	15 FT	—	225 FT
REAR:	30 FT	—	1708 FT
MAXIMUM TOWER HEIGHT:	325 FT	—	174 FT

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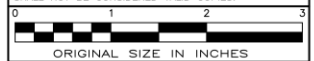
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DUCK COVE
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SITE ADDRESS
119 FACTORY ROAD
TOWN OF HAMMOND
ST LAWRENCE COUNTY
NY 13646

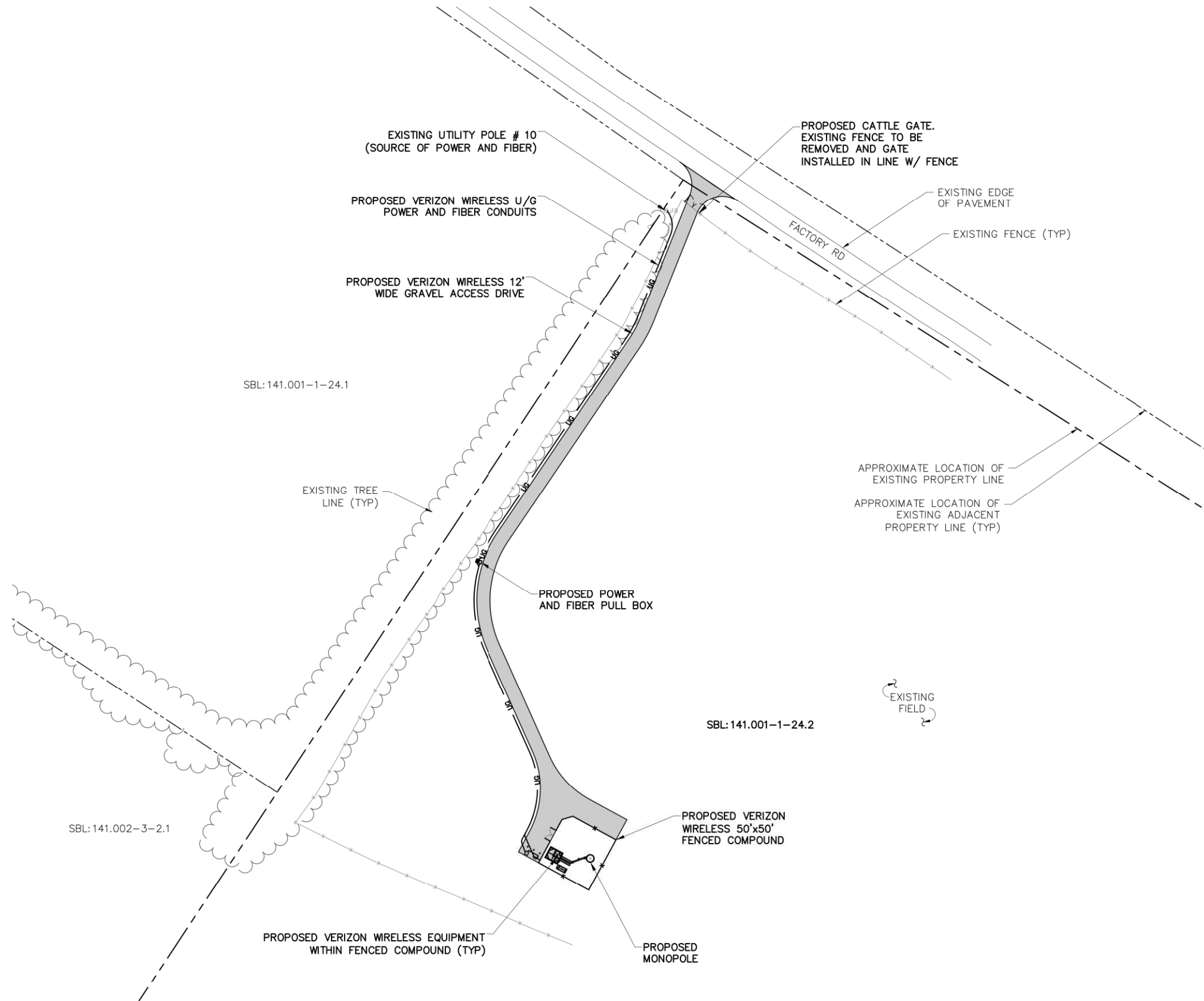
SETBACK PLAN & BULK REQUIREMENTS

SB-1

 **SETBACK PLAN**
SCALE: 1" = 400' (11x17 SIZE)
1" = 200' (22x34 SIZE)

NOTE:

THE PROPERTY LINES HEREON ARE APPROXIMATE BASED ON GIS DATA AND ARE FOR ORIENTATION PURPOSES ONLY. THEY DO NOT REPRESENT A PROPERTY/BOUNDARY DECISION BY A LAND SURVEYOR.



1
C-1A
OVERALL SITE PLAN
SCALE: 1" = 100' (11x17 SIZE)
1" = 50' (22x34 SIZE)

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UDIG·NY

UNDERGROUND FACILITIES
PROTECTIVE ORGANIZATION

CALL US TOLL FREE 811 OR 1-800-962-7962

NY industrial code rule 753 requires no less than two
working days notice, but not more than ten days notice.

UDIGNY — NEW YORK



1275 JOHN STREET, SUITE 100
WEST HENRIETTA, NY 14586



Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
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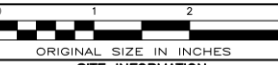
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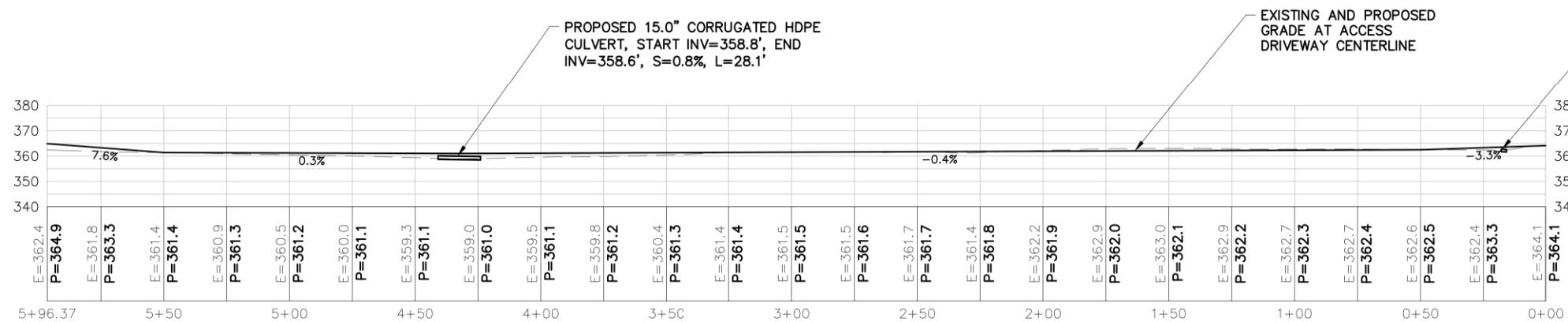
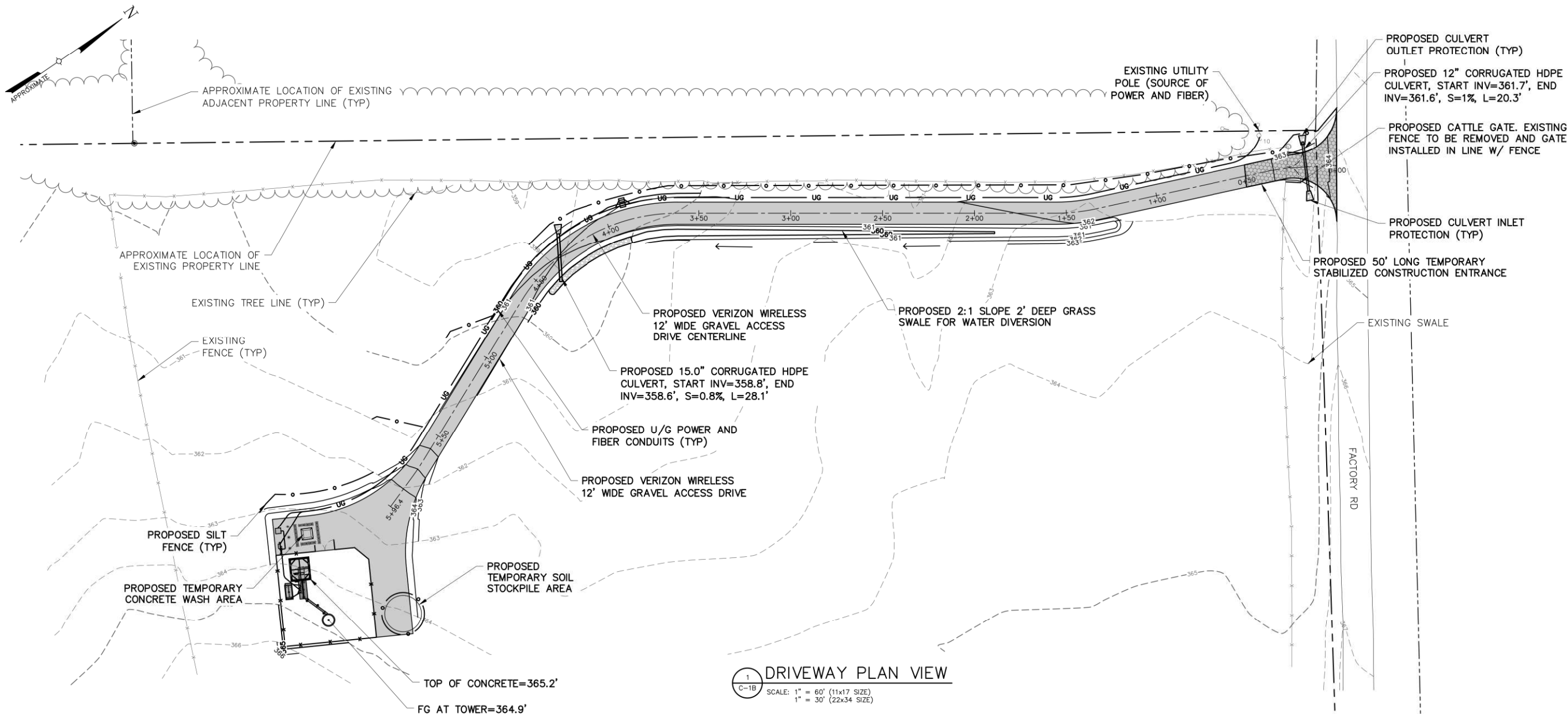
ORIGINAL SIZE IN INCHES

SITE INFORMATION
DUCK COVE
FUZE ID#: 16989608
MDG#: 5000920417

SITE ADDRESS
119 FACTORY ROAD
TOWN OF HAMMOND
ST LAWRENCE COUNTY
NY 13646

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1A



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WEST HENRIETTA, NY 14586

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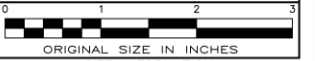
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MDG#: 5000920417

SITE ADDRESS

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TOWN OF HAMMOND
ST LAWRENCE COUNTY
NY 13646

SHEET TITLE

DRIVEWAY PLAN
& PROFILE

SHEET NUMBER

C-1B

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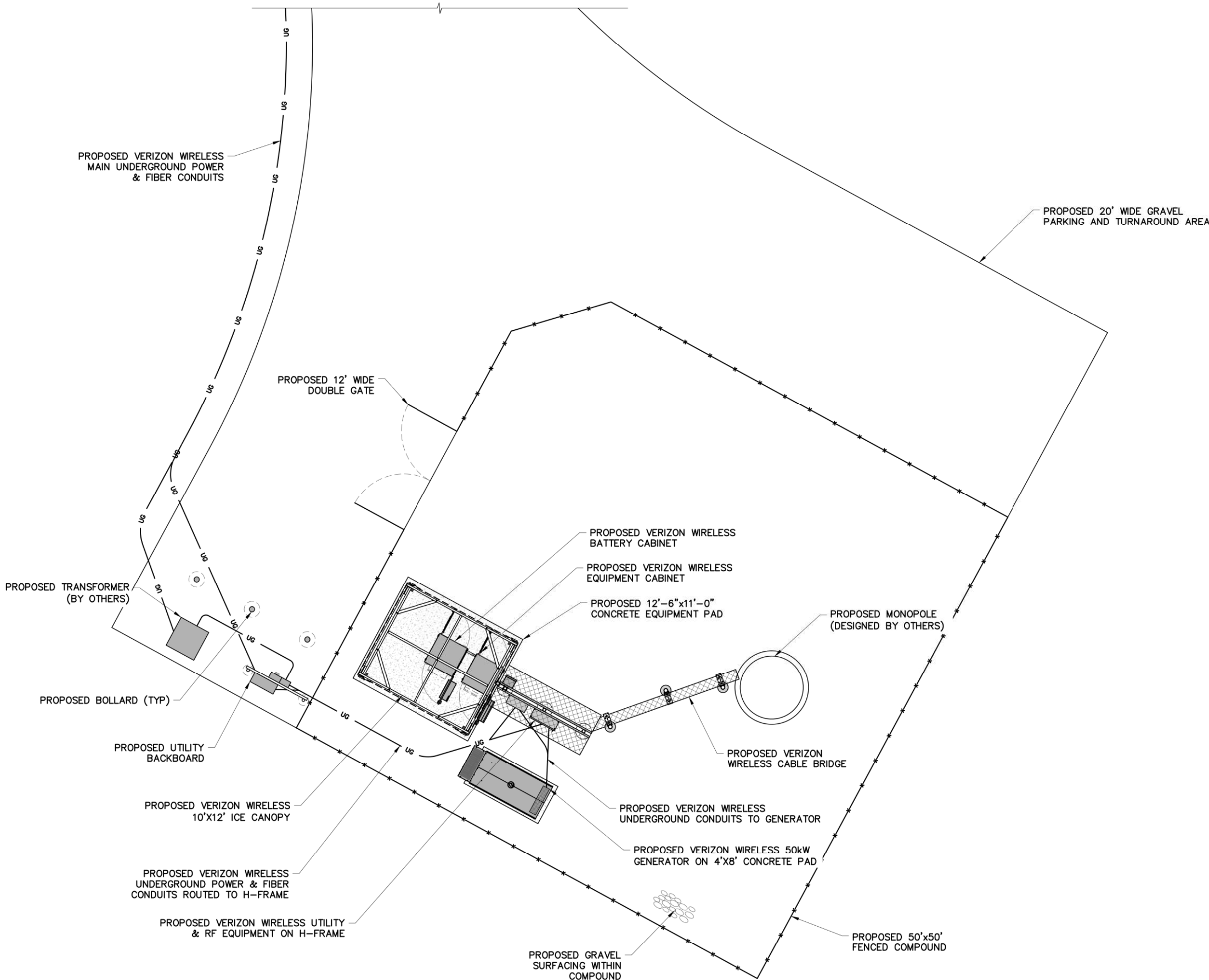


UNDERGROUND FACILITIES
PROTECTIVE ORGANIZATION

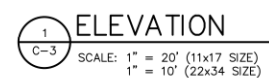
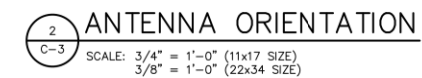
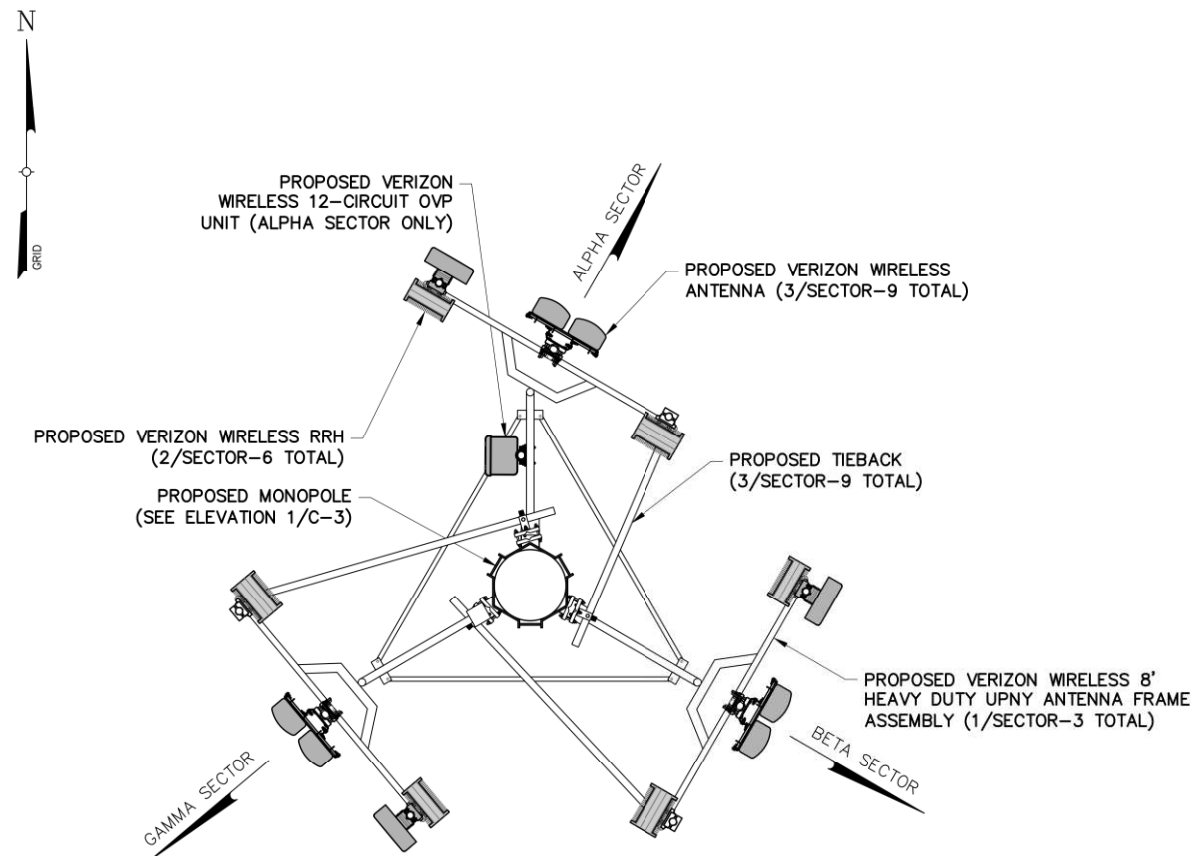
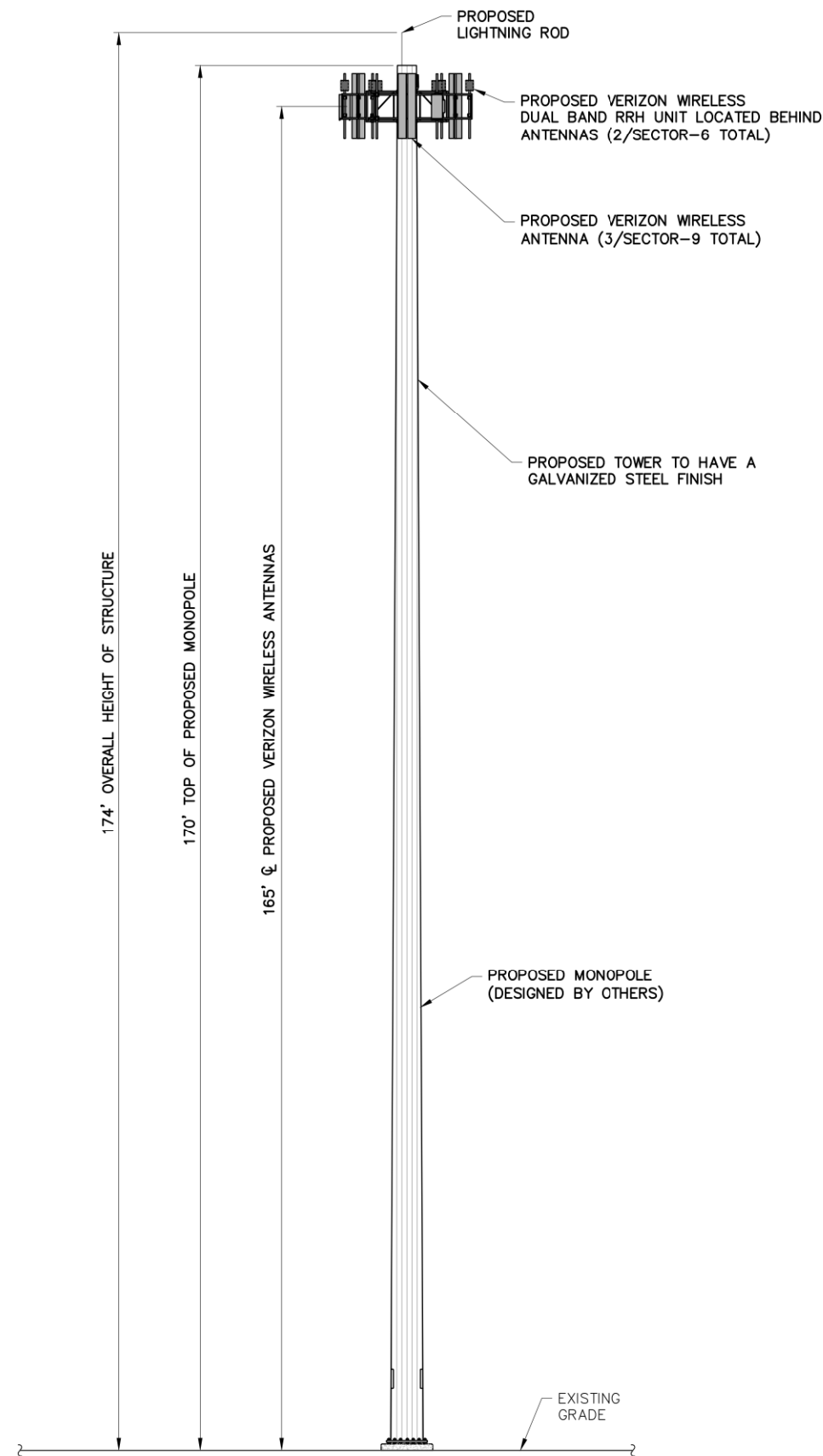
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C-2



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 Suite 101 (800) 829-6531
 Latham, NY 12110 www.tectonicengineering.com

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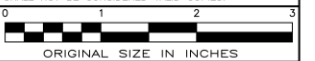
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MDG#: 5000920417

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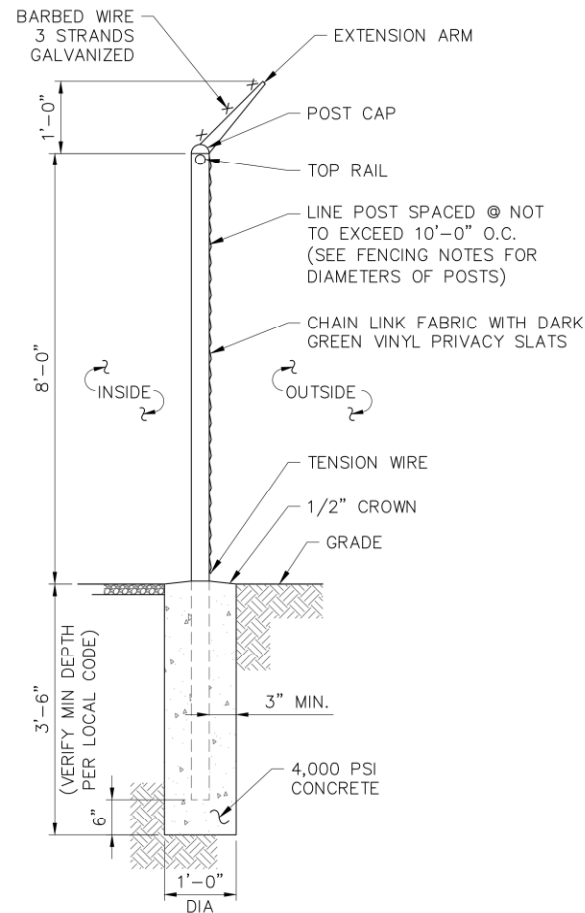
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TOWN OF HAMMOND
ST LAWRENCE COUNTY
NY 13646

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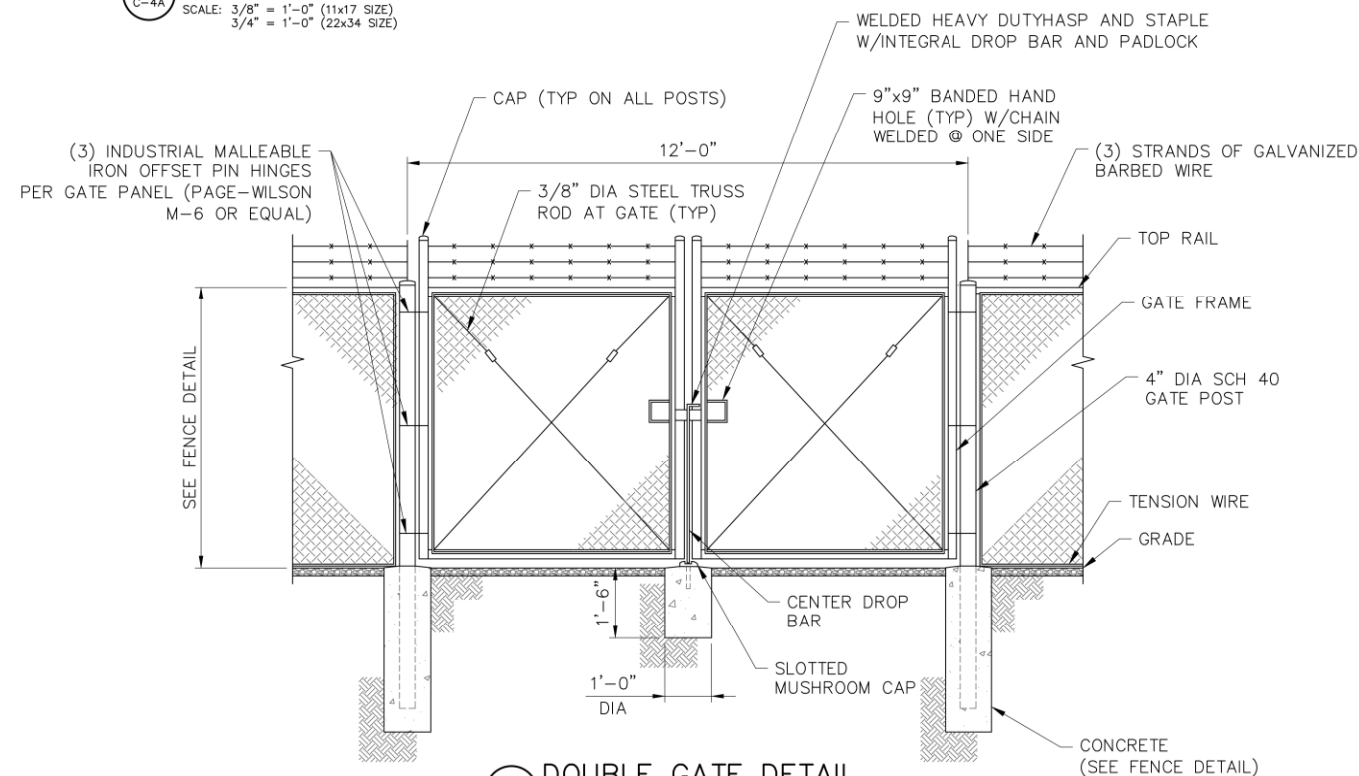
ELEVATION & ORIENTATION
PLAN

SHEET NUMBER

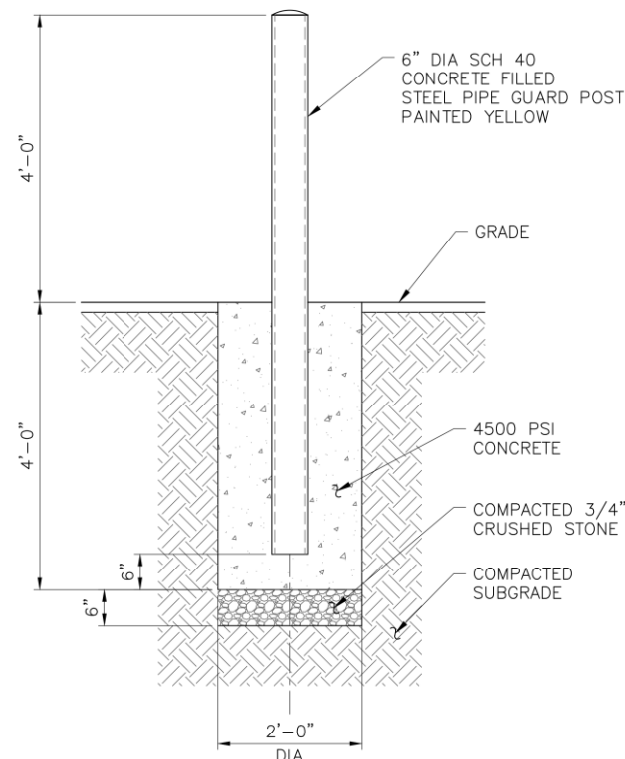
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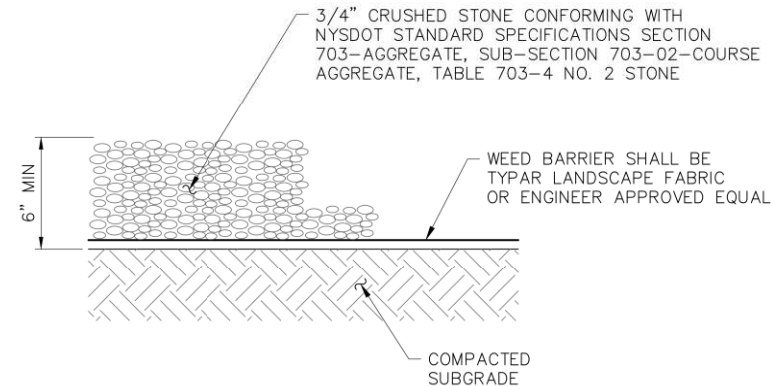
1 FENCE DETAIL
C-4A
SCALE: 3/8" = 1'-0" (11x17 SIZE)
3/4" = 1'-0" (22x34 SIZE)



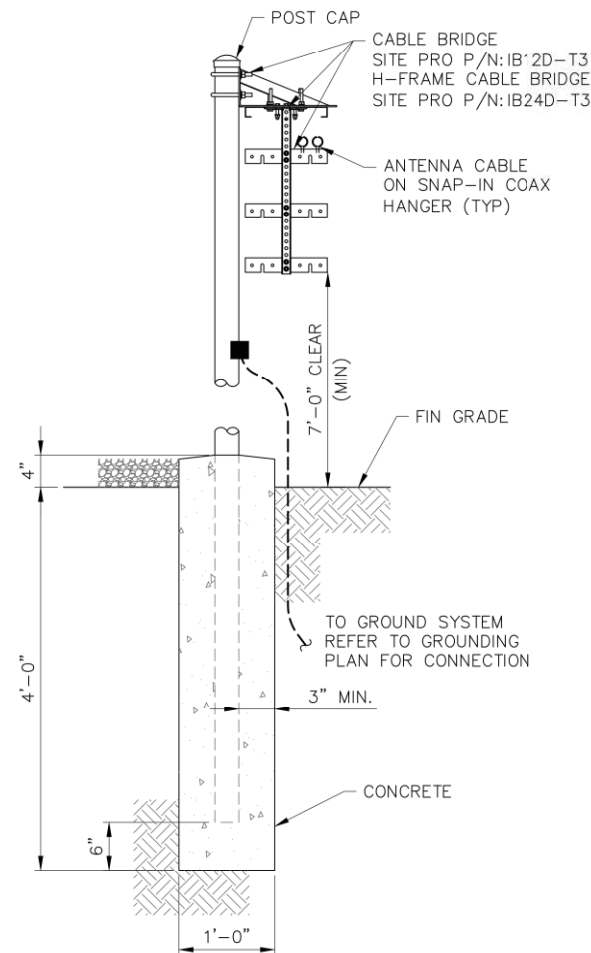
4 DOUBLE GATE DETAIL
C-4A
SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)



2 BOLLARD DETAIL
C-4A
SCALE: 3/8" = 1'-0" (11x17 SIZE)
3/4" = 1'-0" (22x34 SIZE)



3 GRAVEL SURFACING TREATMENT
C-4A
SCALE: 1/2" = 1'-0" (11x17 SIZE)
1 1/2" = 1'-0" (22x34 SIZE)



5 CABLE BRIDGE
C-4A
SCALE: 1/2" = 1'-0" (11x17 SIZE)
1" = 1'-0" (22x34 SIZE)

verizon

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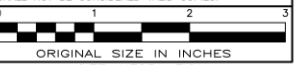
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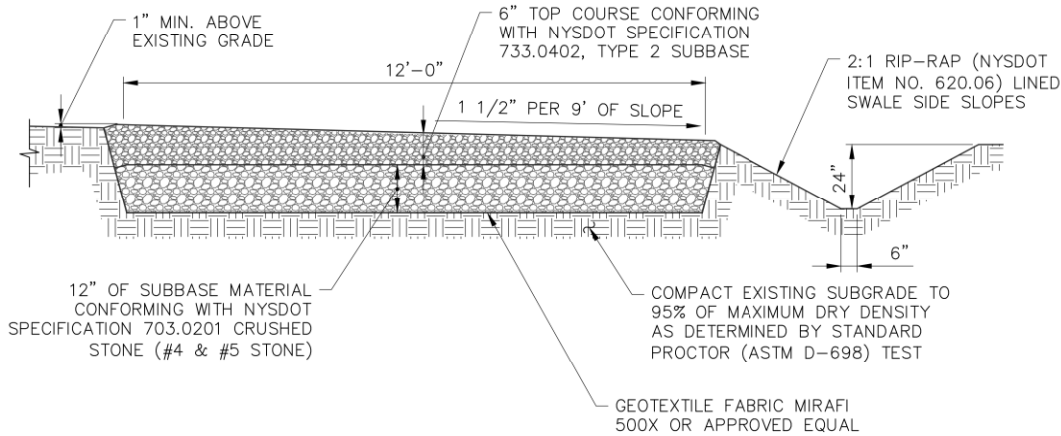
119 FACTORY ROAD
TOWN OF HAMMOND
ST LAWRENCE COUNTY
NY 13646

SHEET TITLE

SITE DETAILS

SHEET NUMBER

C-4A

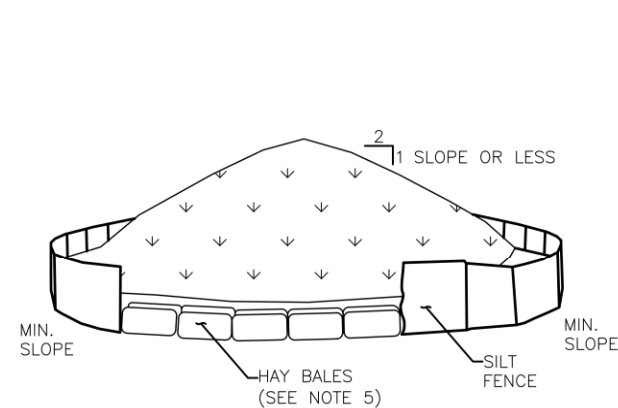


EARTH WORK SUBGRADE COMPACTION & SELECT GRANULAR FILL

- CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING & GRUBBING THE CONSTRUCTION SITE AND ROADWAY AREAS. THE CONTRACTOR SHALL COMPLY WITH THE RECOMMENDATIONS CONTAINED WITHIN THE GEOTECHNICAL REPORT, AS PREPARED FOR THIS SITE, WHEN NECESSARY, FOR SITE WORK PREPARATION, & FOUNDATION WORK. AS A MINIMUM THE TOP 3" OF GRADE SHALL BE REMOVED, THE EXPOSED SUBGRADE COMPACTED AND GEOTEXTILE FABRIC INSTALLED AS REQUIRED FOR UNSTABLE SOIL CONDITION.
- ALL SELECT GRANULAR FILL SHALL BE COMPACTED TO A 95% COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY MODIFIED PROCTOR TEST (ASTM D-1557) AND WITHIN PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT.
- CONTRACTOR TO ASSURE THAT EXISTING DRAINAGE PATTERNS ARE MAINTAINED.

1 GRAVEL DRIVE CROSS SECTION

SCALE: 3/8" = 1'-0" (11x17 SIZE)
3/4" = 1'-0" (22x34 SIZE)

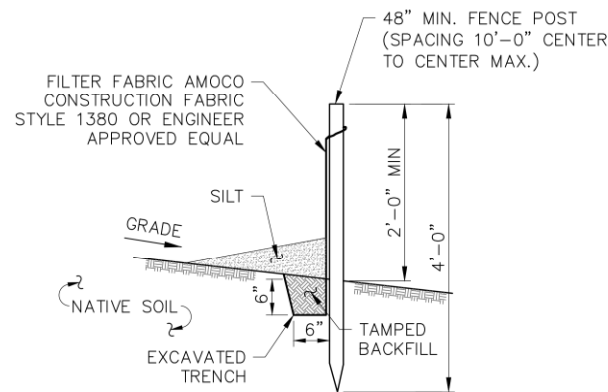


NOTES:

- AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
- MAXIMUM SLOPE OF STOCKPILE SHALL BE 1V:2H.
- UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH SILT FENCING, THEN STABILIZED WITH VEGETATION OR COVERED.
- SEE SPECIFICATIONS FOR INSTALLATION OF SILT FENCE.
- HAYBALES TO BE USED WHERE STOCKPILES ARE LOCATED ON PAVED AREAS.

5 TEMPORARY SOIL STOCKPILE DETAIL

SCALE: NTS

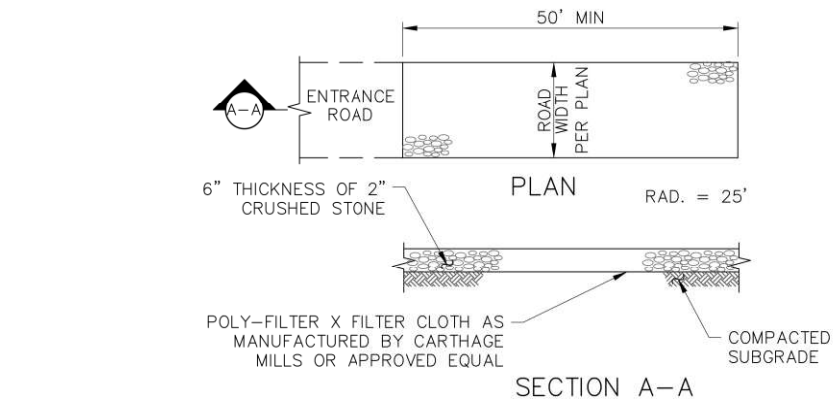


NOTES:

- SILT FENCE SHALL BE MAINTAINED IN PLACE DURING CONSTRUCTION AND SOIL STABILIZATION PERIOD.
- CONTRACTOR SHALL CONSTRUCT SILT FENCE IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
- EXCAVATE TRENCH 6" WIDE X 6" DEEP. BURY BOTTOM 12" OF FABRIC AND TAMP IN PLACE.
- WHEN FENCE IS NO LONGER NEEDED, THE ACCUMULATED SILT, ALL THE POSTS AND FABRIC SHALL BE REMOVED AND TRENCH BACK FILLED WITH TOPSOIL AND SEEDED.

6 SILT FENCE DETAIL

SCALE: NTS

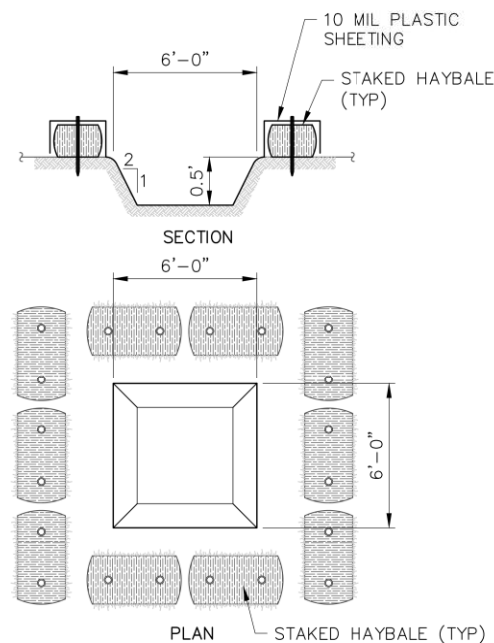


NOTES:

- STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
- LENGTH - NOT LESS THAN 50 FEET
- THICKNESS - NOT LESS THAN SIX INCHES
- WIDTH - 12 FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
- FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
- SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
- MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
- WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. IF ACCUMULATED SOIL DOES NOT COME OFF BY WAY OF STABILIZED CONSTRUCTION ENTRANCE, THE CONTRACTOR SHALL KNOCK OFF ACCUMULATED SOIL BY MANUAL METHODS UPSLOPE OF A SILT FENCE BARRIER.
- SEDIMENT TRAPPING - SILT FENCE BARRIER SHALL BE INSTALLED DOWN SLOPE OF CONSTRUCTION ENTRANCE TO CATCH ANY SEDIMENT THAT COULD POTENTIALLY FALL OFF OF CONSTRUCTION EQUIPMENT AND/OR VEHICLES.
- PERIODIC INSPECTIONS AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

2 STABILIZED CONSTRUCTION ENTRANCE

SCALE: NTS



1 TEMPORARY CONCRETE WASH

SCALE: NTS

verizon

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WEST HENRIETTA, NY 14586

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0 1 2 3
ORIGINAL SIZE IN INCHES
SITE INFORMATION

DUCK COVE
FUZE ID#: 16989608
MDG#: 5000920417

SITE ADDRESS

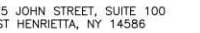
119 FACTORY ROAD
TOWN OF HAMMOND
ST LAWRENCE COUNTY
NY 13646

SHEET TITLE

SITE DETAILS

SHEET NUMBER

C-4B



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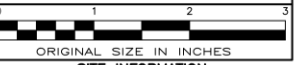
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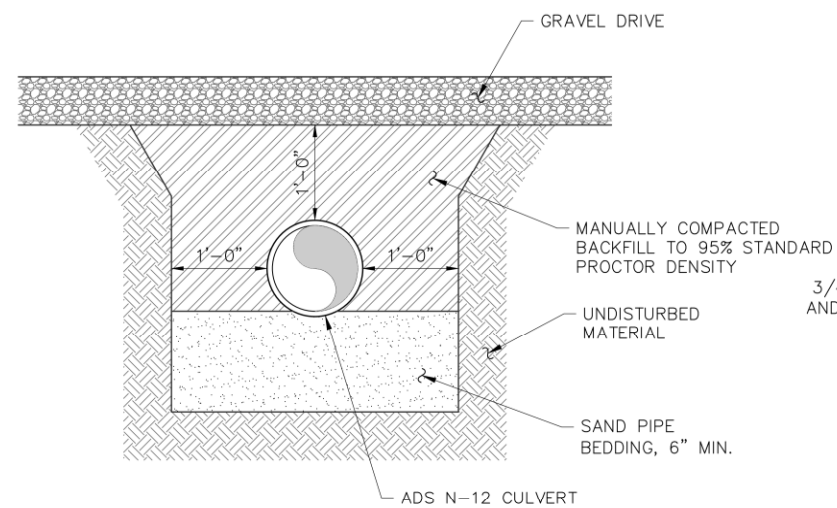
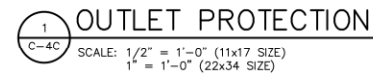
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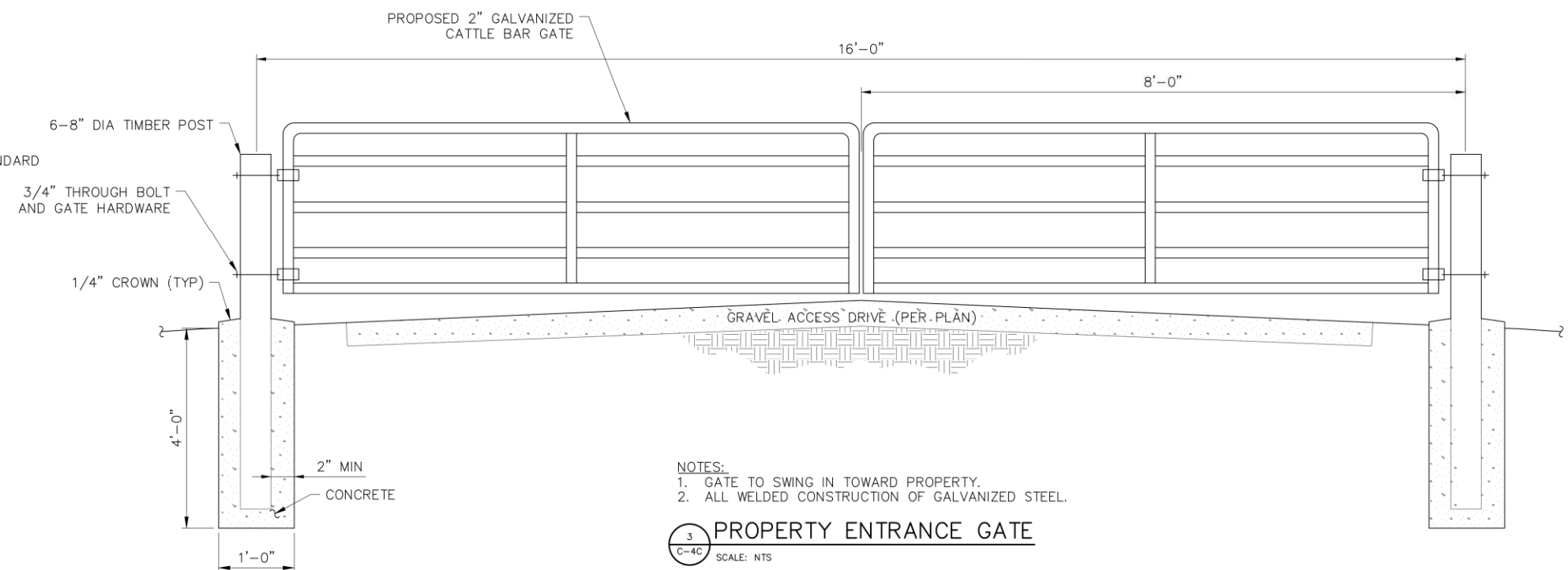
C-4C



NOTES:

1. OVEREXCAVATE FOR BELLS.
2. ADDITIONAL BEDDING MAY BE USED AS ORDERED BY ENGINEER.
3. ALL EXCAVATION AND TRENCHING SHALL MEET OSHA REQUIREMENTS.

2 CULVERT TRENCH DETAIL
C-4C
SCALE: 1/2" = 1'-0" (11x17 SIZE)
1" = 1'-0" (22x34 SIZE)



NOTES:

1. GATE TO SWING IN TOWARD PROPERTY.
2. ALL WELDED CONSTRUCTION OF GALVANIZED STEEL.

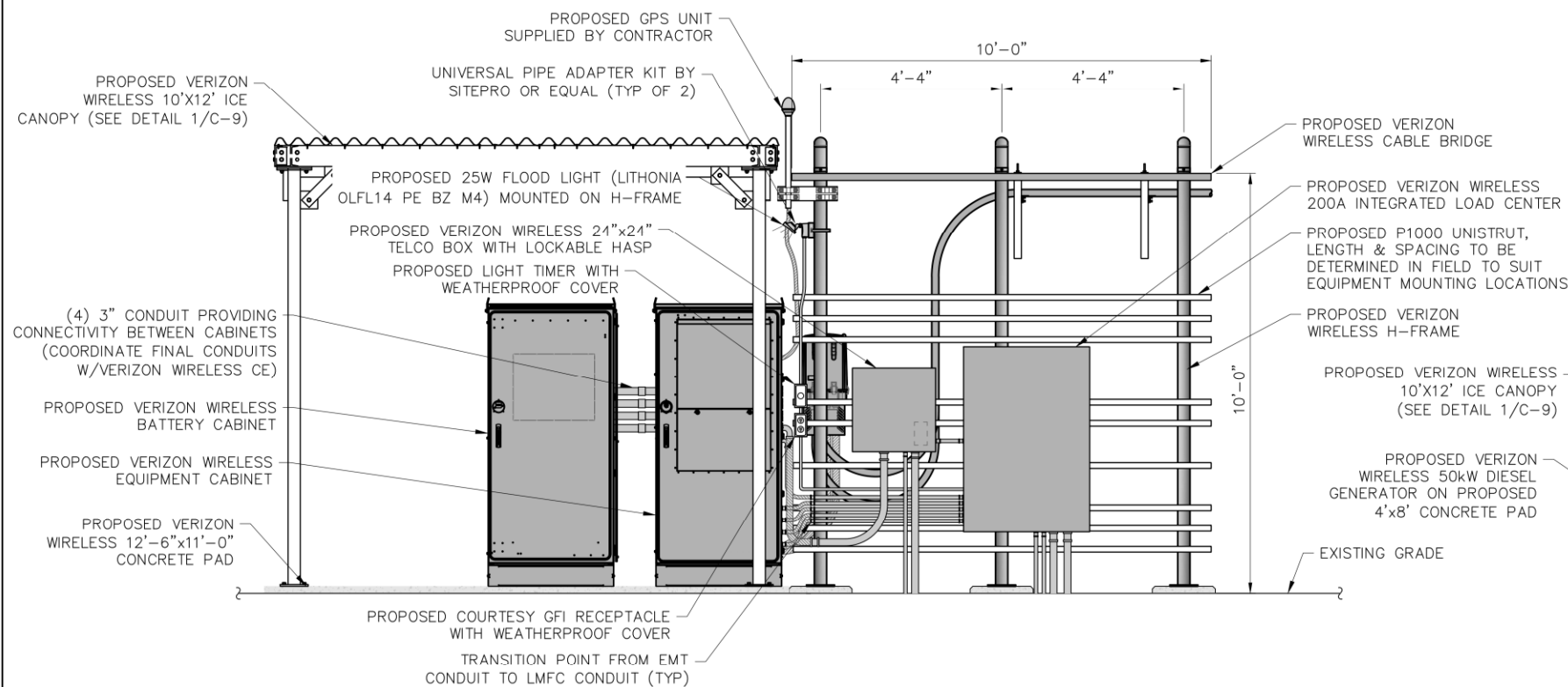
3 PROPERTY ENTRANCE GATE
C-4C SCALE: NTS



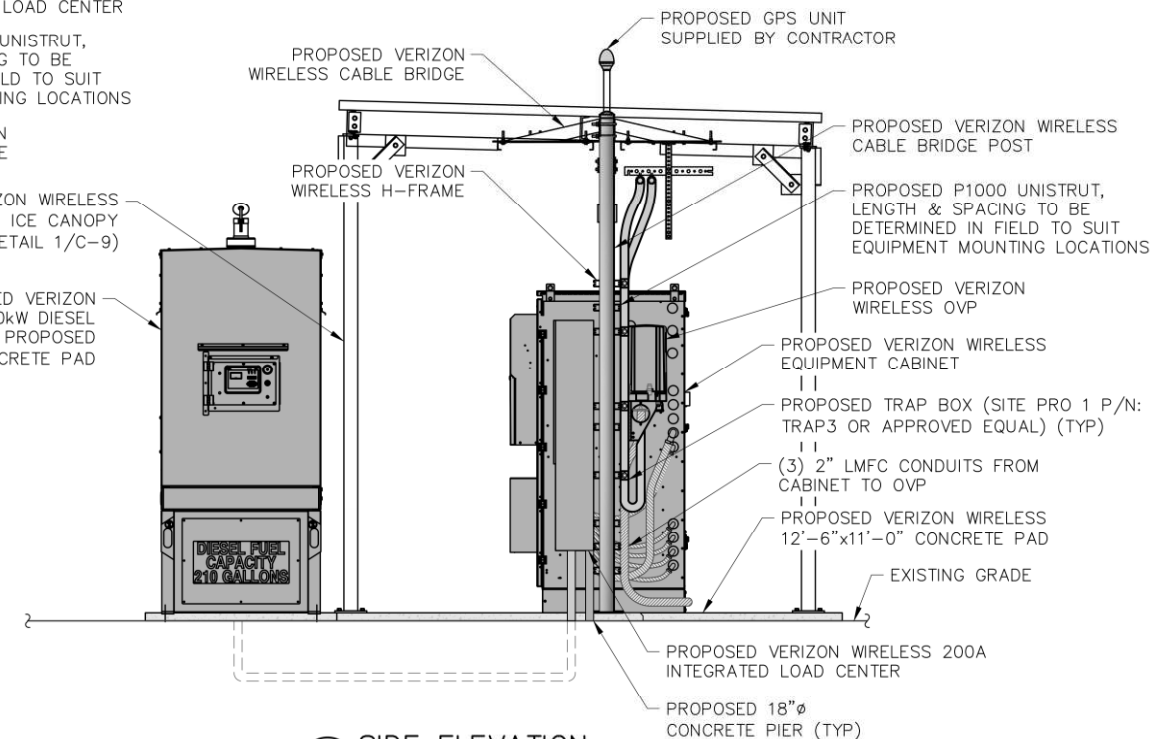
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C-4C

PROP

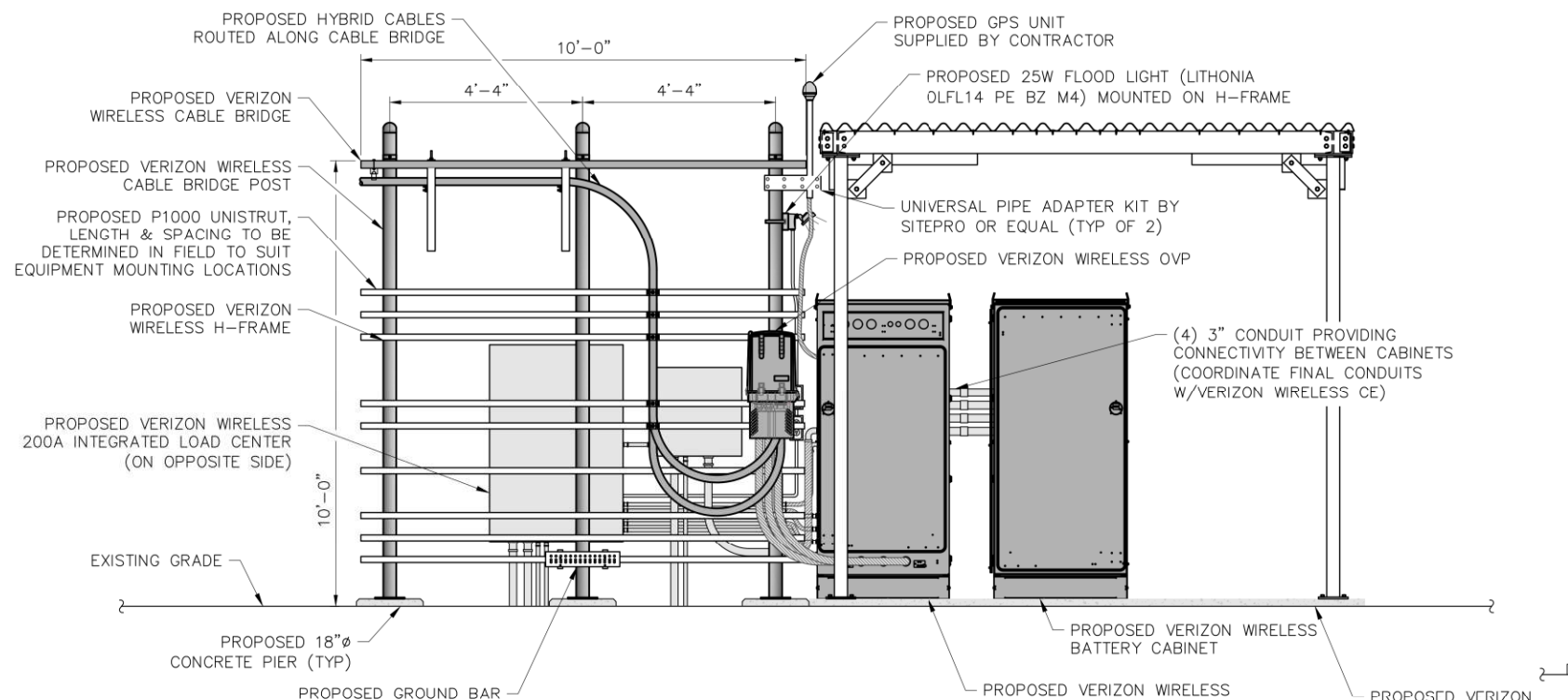
SCALE: NTS



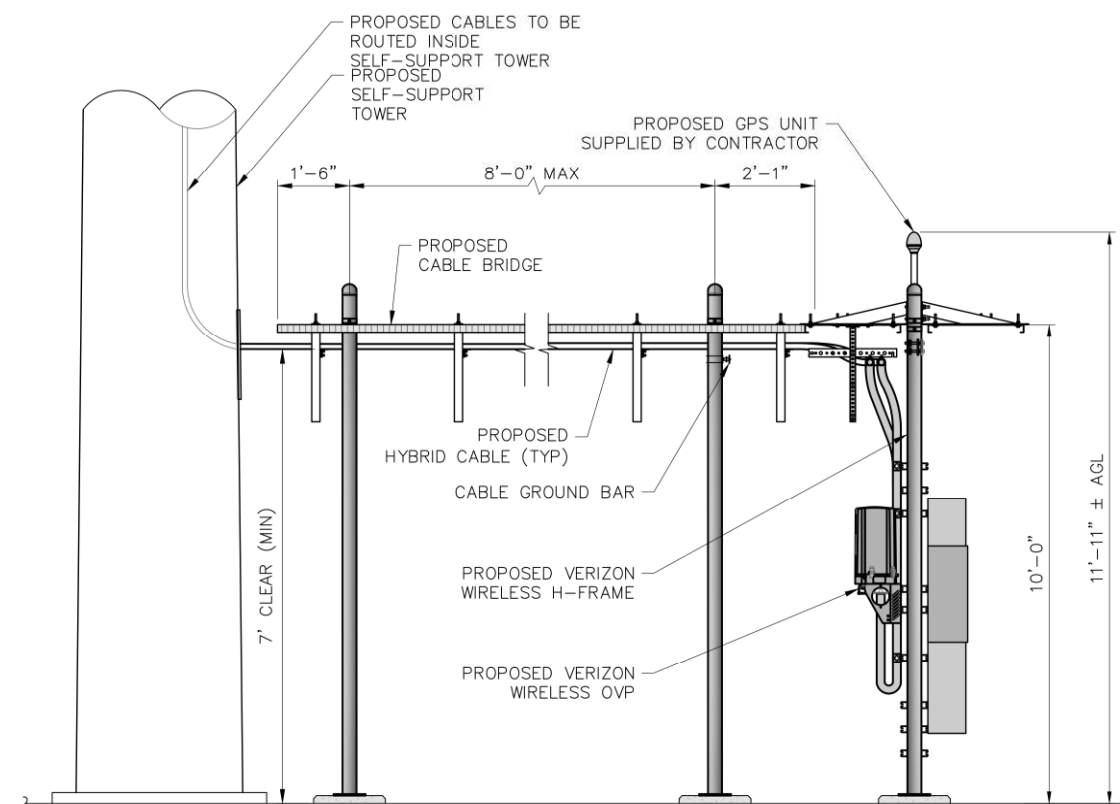
1 FRONT ELEVATION
SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)



2 SIDE ELEVATION
SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)



3 REAR ELEVATION
SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)



4 EQUIPMENT ELEVATION
SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)

LEGEND	
	EMT CONDUIT
	LMFC CONDUIT

verizon

1275 JOHN STREET, SUITE 100
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NO.	DATE	ISSUE
0	9/9/24	FOR COMMENT
1	2/3/25	FOR ZONING

RELEASED BY	DATE

RELEASED BY	DATE



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0 1 2 3
ORIGINAL SIZE IN INCHES
SITE INFORMATION

DUCK COVE
FUZE ID#: 16989608
MDG#: 5000920417

SITE ADDRESS
119 FACTORY ROAD
TOWN OF HAMMOND
ST LAWRENCE COUNTY
NY 13646

SHEET TITLE
EQUIPMENT ELEVATIONS

SHEET NUMBER

C-5