Building Inspection Department

Jason Dool
Chief Building Inspector

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094
Phone (716) 439-6754
Fax (716) 439-6605

March 26, 2026

Megan Brewer

REGULAR MEETING

Please be advised that there are five (5) items on the agenda for the regularly scheduled meeting of the City of Lockport Planning Board on April 6, 2026. The Planning Board will convene at 4:30 P.M. for agenda discussion and a public hearing will be held at 5:00 P.M.

1. Bell Atlantic Mobile Systems. 485 East Avenue (City Right-of-way). Request to install a micro cell wireless telecommunication facility on the telephone pole situated in a Low Density Residential Zone.

2. Win Latt Chit & Eaint Thiri Aung. 101 Park Lane Circle. Request to a Special Use Permit to operate a short term rental situated in a Low Density Residential Zone.

3. Thomas Lupo. 184 Green Street. Request for minor site plan review to erect a 24' x 32' detached garage situated in a Mixed Residential Zone.

4. Lockport Town & Country Club. 80 Lakeview Parkway & 717 East Avenue. Request for site plan approval to modify the configuration of two hole to install a driving range and a 24' x 24' garage situated in an Open Space Zone.

5. Harrison Development. 7 Ontario Street. Request for minor site plan approval to modify the exterior of the building situated in a Mixed Use Downtown Zone.

***IF YOU CANNOT ATTEND THIS MEETING, PLEASE CONTACT MEGAN AT 439-6754 or mbrewer@lockportny.gov ***

APPLICATION: APPROVED _____ DISAPPROVED _____

CITY OF LOCKPORT
PLANNING BOARD APPLICATION

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: Verizon's "Levan Ave" Site PHONE: _____

NAME OF APPLICANT: Bell Atlantic Mobile Systems LLC d/b/a Verizon PHONE: (585) 263-1027 (Laura Smith, Esq.)

ADDRESS OR LOCATION OF PROPOSAL: ROW in front of 485 East Avenue

SIZE OF PARCEL OR STRUCTURE: N/A; project is within the right-of-way

EXISTING ZONING: ROW in front of R-1 Residential

PROPOSED REQUEST Construction and operation a "micro cell" wireless telecommunications facility on a replacement utility pole located in the right-of-way of a New York State highway.

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.

2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: ( )Type I, (x)Type II, ( )Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: ( )yes, (X)no; a copy of this determination is attached ( )yes, ( )no.

PROPERTY OWNER'S SIGNATURE See Exhibit J

APPLICANT'S SIGNATURE Laura Smith, Esq., Nixon Peabody LLP, Attorneys for Verizon

PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.

Nixon Peabody LLP
211 High Point Drive, Suite 110
Victor, NY 14564-1061

Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

Laura M. Smith
Counsel

T / 585.263.1027
F / 833.974.6279
lsmith@nixonpeabody.com

December 9, 2025

VIA FEDERAL EXPRESS

Zoning Board of Appeals and Planning Board
City of Lockport
One Lock Plaza
Lockport, New York 14094

RE: Application by Bell Atlantic Mobile Systems LLC d/b/a Verizon for a Use Variance from the City of Lockport Zoning Board of Appeals and Site Plan Approval from the City of Lockport Planning Board to construct and operate a "micro cell" wireless telecommunications facility on a replacement utility pole located in the highway right-of-way in front of 485 East Ave in the City of Lockport, New York (Verizon's "Levan Ave" site)

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

Bell Atlantic Mobile Systems LLC d/b/a Verizon ("**Verizon**") is a public utility and wireless telecommunications licensee of the Federal Communications Commission ("**FCC**"). In order to provide adequate and reliable wireless telecommunications service to the Levan Ave cell, Verizon proposes to construct a new "micro cell" wireless telecommunications facility on a replacement utility pole located in the highway right-of-way in front of 485 East Ave in the City of Lockport (the "**Site**").

The Site consists of licensed space in the East Avenue (NYS Route 31) public right-of-way. Verizon proposes to co-locate and operate a micro cell wireless telecommunications facility, consisting of a low power radio unit with one small external antenna and pole-mounted equipment cabinet, together with other site improvements on the Site, as shown on the enclosed site plan at Exhibit H prepared by Costich Engineering (the "**Project**").

To the extent the New York State right-of-way is subject to the Code of the City of Lockport (the "**Code**"),[1] the Site is a co-location in the right-of-way of the City's R-1 Residential ("**R-1**") zoning district. Wireless telecommunications facilities are not permitted in the R-1 zoning district (Code § 190-20.3(C)) and require a variance from the Zoning Board of Appeals (Code

[1] Under Code § 190-11.5, district boundaries are generally drawn to coincide with existing lot lines. The Code defines a "Front Lot Line" as "the lot line separating the lot from the street right-of-way." § 190-51.1. Read together, these provisions suggest that the street right-of-way is not subject to R-1 zoning district requirements. *See also Crown Commc'n New York, Inc. v. Dep't of Transp. of State*, 4 N.Y.3d 159 (2005) (holding that the installation of private antennae by commercial wireless telecommunications providers on state-owned telecommunications towers was exempt from local zoning regulation).

Niagara County Planning Board

General Municipal Law §239-M Referral Form

Niagara County Use Only:
Date Received: MAR 07 2026
Referral #: 7036

RECEIVED

Part 1: Municipal Information

Referring Municipality: City of Lockport
Referring Agency: Planning & Zoning
Referring Official: Jason Dool
Title: Chief Building Inspector
Referring Official Signature:
Address: One Lock Plaza, Lockport, NY 14094
Email: jdool@lockportny.gov
Phone #: (716) 439-6754
Fax #:
Applicant Name: Bell Atlantic Mobile Systems LLC d/b/a Verizon
Email: lsmith@nixonpeabody.com (Laura Smith, Esq.)
Phone #: (585) 263-1027

Part 2: Project Information

Address of Property: In front of 485 East Avenue
Acreage:
Tax Parcel Number(s):
Current Zoning District:

Project Description
Install and operate a "micro cell" wireless telecommunications facility on a replacement utility pole located in the highway right-of-way.

Previous/Future Meeting Information (REQUIRED)

Date	Reviewing Body
4/6/26	Planning Board Meeting
4/8/26	City Council

Part 3: Referral Type and Proximity Trigger

Referral Type (Check all that apply):

- ☐ Area Variance
- ☐ Use Variance
- ☐ Special Permit
- ☑ Site Plan Review
- ☐ New Local Law
- ☐ Moratorium
- ☑ Other City Council approval
- ☐ Zoning Text Amendment
- ☐ Zoning Map Amendment
- ☐ New Zoning Ordinance
- ☐ Comprehensive Plan
- ☐ Local Law Amendment

Property located *within 500 ft.* of (Check all that apply):

- ☑ Existing or Proposed County / State Parkway, Road or Highway, or County Owned Drainage Channel
  - ☐ County Road:
  - ☐ NYS Road: NYS Route 31
- ☐ Municipal Boundary
- ☐ NYS / County Recreation Area
- ☐ NYS / County Owned Land with Public Building
- ☐ Farm operation located in an Agricultural District (except for area variances)

Part 4: Required Enclosures

The Niagara County Planning Board requires adequate information upon which to make its decision. The zoning referral form will not be accepted unless all of the following information as applicable is submitted (Please check that all items are included):

- [x] Planning Board Referral Form
- [x] SEQR Environmental Assessment Form (EAF)
- [x] One set of plans sized at 8.5" x 11" or 11" x 17" (if applicable).
- [x] For variances, a copy of the code from which the relief is being requested.
- [ ] For zoning text amendments and local law amendments, copies of both the existing and proposed zoning / local law.
- [ ] Copies of any local meeting minutes.
- [ ] Any other documentation submitted to the municipality as part of the application process.

Part 5: Representative Contact Information

A project representative must attend the Niagara County Planning Board meeting.
Meeting information will be sent to the project representative via the email address provided in this section.

Project Representative Contact Information

Name: Laura Smith, Esq., Nixon Peabody LLP Title: Attorney for Verizon

Email: lsmith@nixonpeabody.com Phone #: (585) 263-1027

DEADLINE

All completed referrals must be received by close of business on Friday, six business days preceding the 3rd Monday of each month. Note: January and February meetings are held on the 4th Monday of the month.

LATE REFERRALS WILL BE REVIEWED BY THE NIAGARA COUNTY PLANNING BOARD THE FOLLOWING MONTH.

For County Office Use Only

Recommendation from Niagara County Planning Board

[x] Approval	[ ] No Significant Countywide or Inter-community Impact
[ ] Approval with Modifications	[ ] Disapproval

Joseph Kibler

Joseph Kibler, Chairman
Niagara County Planning Board

3-16-26
Date

NOTICE OF FINAL ACTION
PLANNING BOARD REFERRALS

As mandated by New York State General Municipal Law, this form must be completed and filed within thirty (30) days after final action has been taken by the local agency.

Date of Action: _____

Niagara County Planning Board Referral Number: 7036

Applicant: Bell Atlantic Mobile Systems LLC, dba Verizon .

.

Municipality: City of Lockport .

Action Taken by Municipality: ____ Approved ____Denied ____Other (explain)

_____

Overruled County Planning Board Recommendation(s) by a vote of: _____

If acted contrary to the County Planning Board please provide reasons for action:

_____

_____

_____

Referring Officer's Signature

Article 12B, Section 239-m of the General Municipal Law requires the County Planning Board to review all zoning actions as specified by the statute. Zoning actions include: zoning ordinances and amendments, site plans, special permits, use permits, variances and exceptions. It also provides that a recommendation to deny and/or other qualifications by the County Planning Board may be overruled by the local referring agency by a majority of its membership plus one. The law also requires the municipal agency to advise the County Planning Board on its action within thirty days of taking final action.

PLEASE RETURN WITHIN THIRTY (30) DAYS OF FINAL ACTION TO:

NIAGARA COUNTY PLANNING BOARD
SAMUEL M. FERRARO CENTER FOR ECONOMIC DEVELOPMENT
6311 INDUCON CORPORATE DRIVE
SANBORN, NEW YORK 14132

Niagara County Planning Board

General Municipal Law §239-M Referral Form

Niagara County Use Only:

Date Received:_____

Referral #:_____

Part 1: Municipal Information

Referring Municipality: City of Lockport

Referring Agency: Planning & Zoning

Referring Official: Jason Dool

Title: Chief Building Inspector

Referring Official Signature:

Address: One Lock Plaza, Lockport, NY 14094

Email: jdool@lockportny.gov

Phone #: (716) 439-6754 Fax #:

Applicant Name: Bell Atlantic Mobile Systems LLC d/b/a Verizon

Email: lsmith@nixonpeabody.com (Laura Smith, Esq.) Phone #: (585) 263-1027

Part 2: Project Information

Address of Property: In front of 485 East Avenue

Acreage:

Tax Parcel Number(s):

Current Zoning District:

Project Description

Install and operate a "micro cell" wireless telecommunications facility on a replacement utility pole located in the highway right-of-way.

Previous/Future Meeting Information (REQUIRED)

Date	Reviewing Body
4/6/26	Planning Board Meeting
4/8/26	City Council

Part 3: Referral Type and Proximity Trigger

Referral Type (Check all that apply):

- ☐ Area Variance
- ☐ Use Variance
- ☐ Special Permit
- ☑ Site Plan Review
- ☐ New Local Law
- ☐ Moratorium
- ☑ Other City Council approval
- ☐ Zoning Text Amendment
- ☐ Zoning Map Amendment
- ☐ New Zoning Ordinance
- ☐ Comprehensive Plan
- ☐ Local Law Amendment

Property located *within 500 ft.* of (Check all that apply):

- ☑ Existing or Proposed County / State Parkway, Road or Highway, or County Owned Drainage Channel
  - ☐ County Road:_____
  - ☐ NYS Road: NYS Route 31
- ☐ Municipal Boundary
- ☐ NYS / County Recreation Area
- ☐ NYS / County Owned Land with Public Building
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Part 4: Required Enclosures

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- [x] SEQR Environmental Assessment Form (EAF)
- [x] One set of plans sized at 8.5" x 11" or 11" x 17" (if applicable).
- [x] For variances, a copy of the code from which the relief is being requested.
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- [ ] Any other documentation submitted to the municipality as part of the application process.

Part 5: Representative Contact Information

A project representative must attend the Niagara County Planning Board meeting.
Meeting information will be sent to the project representative via the email address provided in this section.

Project Representative Contact Information

Name: Laura Smith, Esq., Nixon Peabody LLP Title: Attorney for Verizon

Email: lsmith@nixonpeabody.com Phone #: (585) 263-1027

DEADLINE

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LATE REFERRALS WILL BE REVIEWED BY THE NIAGARA COUNTY PLANNING BOARD THE FOLLOWING MONTH.

For County Office Use Only

Recommendation from Niagara County Planning Board

☐ Approval	☐ No Significant Countywide or Inter-community Impact
☐ Approval with Modifications	☐ Disapproval

Joseph Kibler, Chairman
Niagara County Planning Board

Date

§ 190-46.4). The Project will also require site plan approval from the Planning Board (Code § 190-42.6).

Please accept this letter and the following exhibits and enclosures as Verizon's application for a variance from the Zoning Board of Appeals and site plan approval from the Planning Board:

Exhibit A: Completed City-supplied application forms;

Exhibit B: Project description;

Exhibit C: Applicable legal standards;

Exhibit D: Proof of Compliance with the Site Plan Review Criteria as set forth in § 190-42.6 of the Code;

Exhibit E: Radio Frequency ("RF") Analysis;

Exhibit F: Site Selection Report;

Exhibit G: 11″ x 17″ copy of the Project site plan;

Exhibit H: Environmental assessment form ("**EAF**") with visual addendum;

Exhibit I: Copies of Verizon's FCC licenses;

Exhibit J: Proof of consent from NYSEG;

Exhibit K: Structural Analysis Report;

Exhibit L: Photosimulation Report;

Exhibit M: Tower and equipment removal letter and cost estimate;

Exhibit N: An EME report demonstrating compliance with applicable federal standards; and

Exhibit O: Niagara County Planning Board Application.

Enclosed is a check in the amount of $150 payable to the City of Lockport for the Zoning Board of Appeals application.

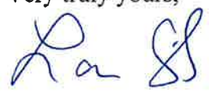
Also enclosed are ten (10) copies of the Application.

Because the site is within five hundred (500) feet of East Avenue (NYS Route 31), the application must be referred to the Niagara County Planning Board pursuant to General Municipal

Law § 239-m. An extra copy of the Application and a check in the amount of $75 payable to the Niagara County Planning Board are enclosed for the referral.

Please let us know if you have any questions or need any additional information. Otherwise, in the event the Site, which is located within the state's right-of-way, is subject to the Code, kindly place the Application on the next available Zoning Board of Appeals agenda and Planning Board agenda.

Very truly yours,



Laura M. Smith

LMS/mkv
Enclosures
cc: Margaret Baughman, Verizon
William Grover, Pyramid

EXHIBIT B

PROJECT DESCRIPTION

APPLICATION FOR APPROVAL TO CO-LOCATE AND OPERATE A MICRO CELL WIRELESS TELECOMMUNICATIONS FACILITY ON AN EXISTING UTILITY POLE LOCATED IN THE HIGHWAY RIGHT-OF-WAY IN FRONT OF 485 EAST AVENUE IN THE CITY OF LOCKPORT, NEW YORK

Bell Atlantic Mobile Systems LLC d/b/a Verizon ("**Verizon**"), a federally licensed wireless telecommunications provider, needs to locate a micro cell wireless telecommunications facility in the City of Lockport in order to provide reliable wireless telecommunications service to its Levan Ave cell and the surrounding area. The Project will be co-located on a replacement utility pole located in the highway right-of-way in front of 485 East Ave in the City of Lockport, New York (the "**Site**"). This application includes, on behalf of Verizon, a request for a variance from the Zoning Board of Appeals and site plan approval from the Planning Board to locate and operate a micro cell wireless telecommunications facility on the Site in order to render adequate and reliable wireless telecommunications service to emergency services, businesses and individuals located within the Levan Ave cell.

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

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

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

apparatus housed in a small equipment cabinet near the antenna (the "**Base Station**"), where it is connected to an ordinary telephone line, and is then routed anywhere in the world. The antennas and Base Station are known as a "macro cell site."

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

Wireless telecommunications technology requires that cells overlap somewhat in order to provide uninterrupted service. When the wireless telecommunications user moves into a new cell, the transmission is automatically transferred to the macro cell site in the new cell. If there is no macro cell site in the new cell, or if the macro cell site in the cell cannot handle the existing user capacity, there will not be reliable wireless telecommunications service in the cell.

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

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

Because each macro and micro cell site must be placed in such a manner as to provide service within a particular cell, there is limited flexibility as to where such macro and micro cell sites can be placed. Wireless telecommunications providers conduct a thorough engineering study, using an elaborate computer program known as a "propagation study." A propagation study shows, based on cell boundaries, topography and other factors, where a cell site needs to be located in order to provide wireless telecommunications coverage in a particular cell. The wireless telecommunication companies and RF engineers identify technologically feasible locations for the cell site.

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

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

EXHIBIT C

APPLICABLE LEGAL STANDARDS

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

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

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

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

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

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

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

State and federal courts have applied the standard set forth in Consolidated Edison and Rosenberg to a wide range of telecommunications land use decisions, including use variances,[2] area variances,[3] special permits,[4] and site plans.[5]

In the present case, Verizon does not have reliable wireless telecommunication coverage in and around its Academy of Canandaigua micro cell, located in the City. The Project is needed to remedy this service problem and to provide adequate and reliable wireless telecommunications service coverage to this area. Therefore, Verizon satisfies the requisite showing of need for the facility under applicable New York law.

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

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

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

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

EXHIBIT D

PROOF OF COMPLIANCE WITH SITE PLAN REVIEW CRITERIA AS SET FORTH IN § 190-42.6 OF THE CODE

As discussed in Exhibit C, the legal standard applicable to Verizon is the standard afforded to public utilities, rather than the standard to be generally applied. However, as demonstrated below, the Project also complies with City's site plan review criteria as set forth in § 190-42.6 of the Code. The review criteria are set forth below in bold italicized type, followed by Verizon responses in regular type.

The Planning Board shall review the site plan and supporting data taking into consideration the following:

A. Conformance with the City's Comprehensive Plan and other adopted plans and studies, where applicable, and conformance with the requirements of this zoning code.

The Application conforms with Section 1.4 of the 2024 Comprehensive Plan ("[w]ork with internet, cable, and telecommunications providers to increase level of service and accessibility to all residents, businesses, and local users.").

B. Compatibility of proposed uses to adjacent uses, considering building and site orientation, design, and transitional and/or buffering treatments.

See Exhibit G. The Project so complies.

C. Quality of building design and materials, including facades, signs, and site layouts, and compatibility with the desired character of the district and/or neighborhood.

See Exhibit G and Exhibit L. The Project so complies.

D. Adequacy of orientation of structures and the site design for energy efficiency, the extent to which the proposed plan conserves energy and energy resources in the community, and the protection of adequate sunlight for a solar energy system.

Not applicable.

E. Adequacy and arrangement of vehicular traffic and circulation, including intersections, road widths, traffic controls, traffic-calming measures, and accessibility to fire and emergency vehicles.

Not applicable.

F. Adequacy and arrangement of pedestrian and bicyclist access and circulation, including separation from vehicular traffic and connections provided internally and externally to the site.

Not applicable.

G. Adequacy of off-street parking, loading, and vehicular access management provisions.

Not applicable.

H. Adequacy of landscaping and screening provisions.

Not applicable.

I. Adequacy of outdoor lighting while preventing light trespass onto adjacent properties.

Not applicable.

J. Preservation and protection of natural site features and areas, such as wildlife habitat, wetland, and woodland areas. Adequacy of open space areas for passive and/or active recreation.

Not applicable.

K. Adequacy of stormwater, drainage, and erosion management plans.

Not applicable.

L. Adequacy of flood damage prevention measures.

Not applicable.

M. Adequacy of municipal facilities to serve the proposal including, but not limited to, streets, electric service, water supply and wastewater treatment systems, storm water control systems, and fire protection.

Not applicable.

N. Adequacy of proposed waste and trash management plan.

Not applicable.

O. Adequacy of snow storage and/or proposed snow removal plan.

Not applicable.

P. Encouragement of the most appropriate use of land and utilization of the site.

Not applicable.

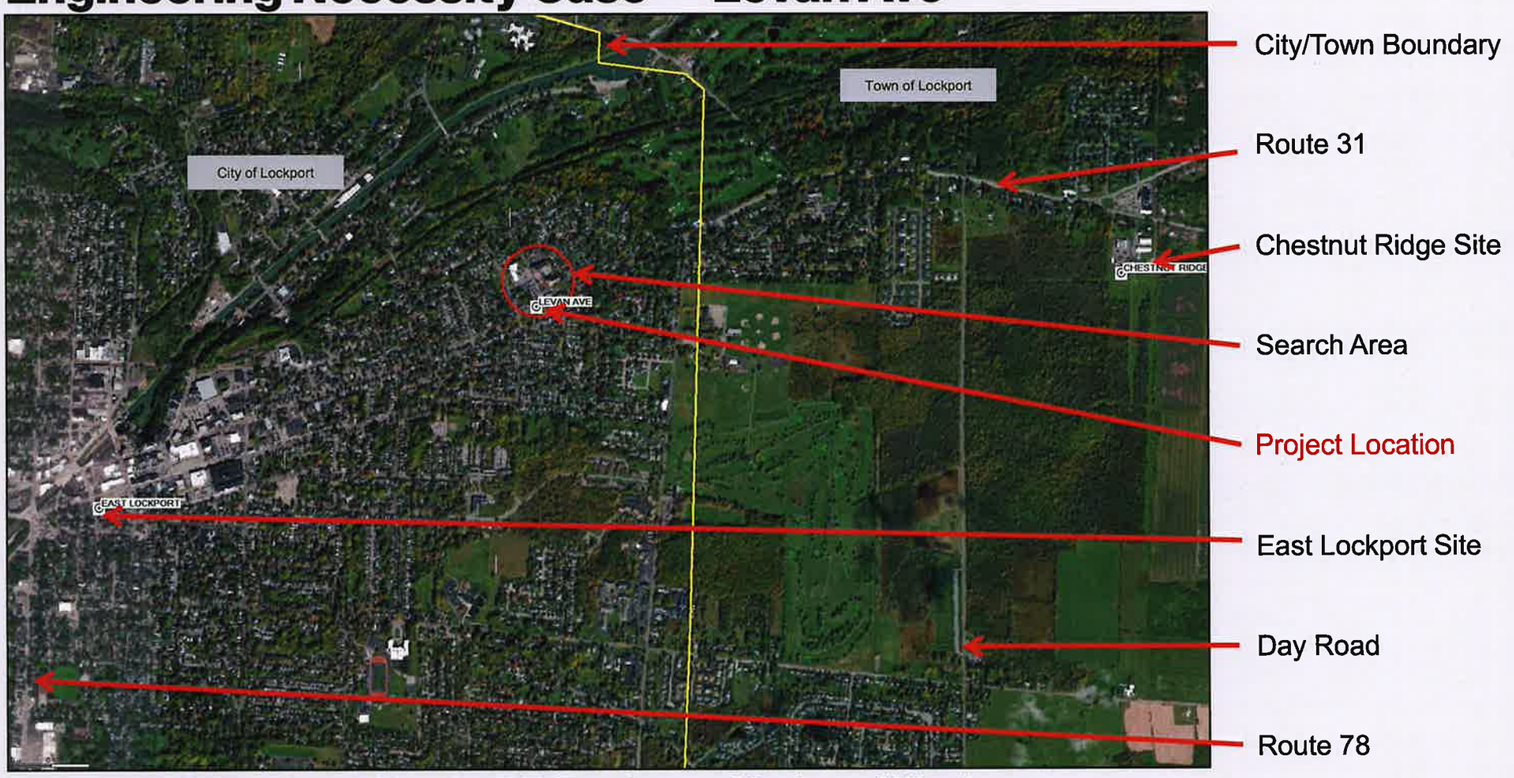
Q. Potential for adverse effects to the functioning, economic stability, prosperity, and health, safety, or general welfare of nearby property owners and the community.

See Exhibit G and Exhibit L. The Project does not have potential for adverse effects to the functioning, economic stability, prosperity, and health, safety, or general welfare of nearby property owners and the community. Moreover, the proposed micro cell Project will not pollute, will not create noise or vibration, will not create any significant increase in traffic, will not create

any environmental problems, will not increase population density, and will not create any demand on governmental facilities. Thus, the Project will not create any detriment to adjoining properties or change the character of the neighborhood. Instead, the Project will enhance governmental facilities and promote the public welfare by providing a modern, more efficient system of communications for police, fire and other emergency services, as well as provide modern wireless telecommunications service to business, industry and individuals in the City of Lockport.

Verizon Wireless Communications Facility

Engineering Necessity Case – "Levan Ave"



Prepared by: Wasif Sharif, RF Engineer, Verizon Wireless

Project: The project is the installation and operation of Verizon Wireless telecommunication site on an existing utility pole in the city of Lockport (the "Project Facility").

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Nov 19th, 2025

Introduction

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

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

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

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

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

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

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

Project Need Overview

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

- The first serving site is **East Lockport,** located in the City of Lockport, is approximately 1.25 miles southwest (of the project location) situated on an existing tower (141' ACL) located off **Walnut Street**. While this site provides weak/variable coverage in portions of the project area, it does so from a terrain and or foliage + distance challenged position making the site not capable of efficiently or effectively providing adequate coverage or capacity.
- The second serving site is **Chestnut Ridge,** located in the Town of Lockport, is approximately 2 miles east (of the project location) on an existing tower (149' ACL) off **Chestnut Ridge Rd**. While this site provides weak/variable coverage in portions of the project area, it does so from a terrain and or foliage + distance challenged position making the site not capable of efficiently or effectively providing adequate coverage or capacity.

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

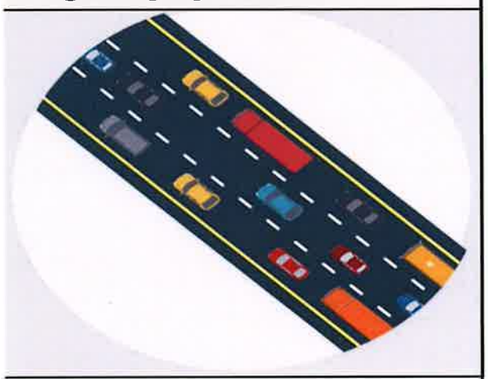
The **primary objectives** for this project are to increase capacity and provide and or improve coverage throughout the northeastern portion of the City of Lockport , more specifically portions of Hwy 31 (East Ave), Irving St, E Union St, Juniper St, Walnut St, Summer St, Vine St, Howard Ave, Bewley Pkwy, Rogers Ave, Beverly Ave, Grove Ave, Woodlawn Ave, Cleveland Pl, Harrison Ave, Massachusetts Ave, Alexander St, Priscilla Ln, as well as neighboring residential and commercial/public areas along and near these roads. In order to offload capacity from **East Lockport** and **Chestnut Ridge** sites, a new dominant server must be created. This new dominant coverage will effectively offload the existing overloaded sites/cells as well as provide improved coverage where significant gaps exist today.

Following the search for co-locatable structures to resolve the aforementioned challenges, Verizon proposes to attach the necessary antenna(s) to an existing utility pole located at 521 East Ave, Lockport, NY 14094. Verizon's antenna will utilize 31.67' for the ACL (Antenna Center Line) with a top of antenna height of 32.7'. This solution is the minimum height necessary to provide the coverage and capacity improvements needed.

Wireless 4G/5G Safety and Growth

Staying ahead of demand.

A wireless network is like a highway system...



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

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

The monthly data traffic in North America is projected to amount to 19.53 exabytes (the equivalent of over four billion DVD's) by 2027. In 2021, the average data traffic amounted to almost 5 EB per month.*

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Health and safety background.

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

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

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

Wireless technology, equipment and network operations are highly regulated.

Wireless facilities and property values.

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

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

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

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

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

Connectivity at home.

The demand for access to wireless broadband continues.

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

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

55GB 17.4 to 55 gigabytes. The average monthly usage of mobile data per smartphone in 2022 and 2028.[1]

523M 523 million wireless connections as of 2022.[1]

1. CTIA Infographics (8/21/24)

Wireless connectivity is critical in schools and communities.

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

20k Learning apps are available for iPads.

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

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

77% Of parents think tablets are beneficial to kids.

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

70% Of teens use cellphones to help with homework.

Reliable and Critical Communications

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

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

But it takes time.

466

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

76%

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

74%

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

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

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

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

80%

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

240

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

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

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

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

Pacemakers and sleep apnea monitors can be tracked remotely.

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

Wireless is a critical component in today's communities.

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

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

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

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

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

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

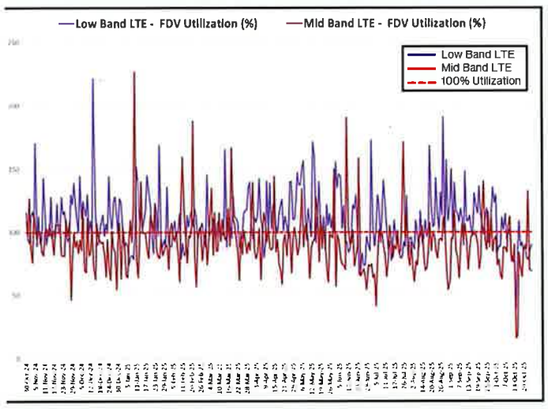
Explanation of Wireless Capacity

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

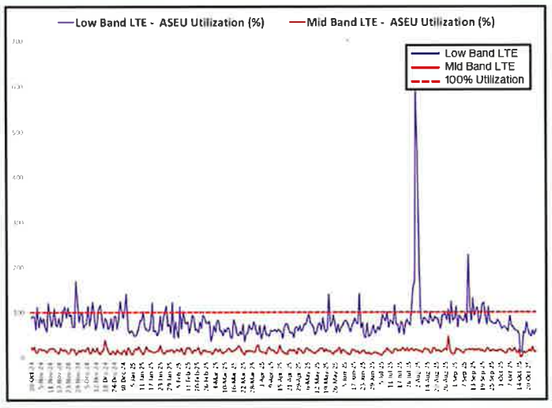
- Forward Data Volume ("**FDV**"), is a measurement of usage (data throughput) on a particular site over a given period of time.
- Average Schedule Eligible User ("**ASEU**"), is a measurement of the loading of the control channels and systems of a given site.
- Average Active Connections ("**AvgAC**")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

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

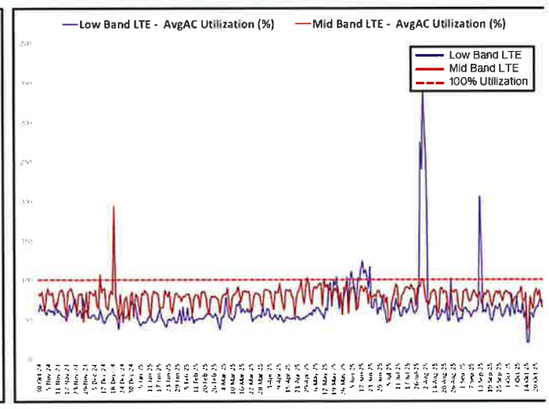
Capacity Utilization (East Lockport Alpha)



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



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



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

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

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

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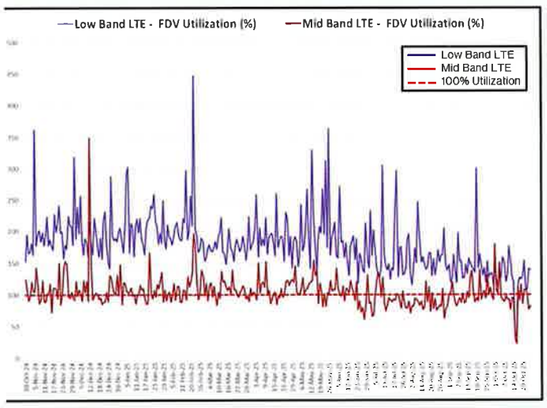
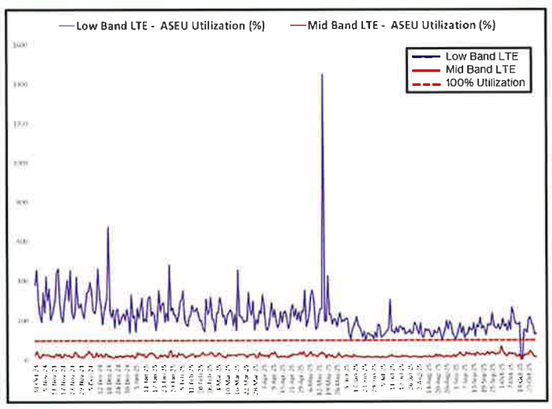
Capacity Utilization (Chestnut Ridge Gamma)



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



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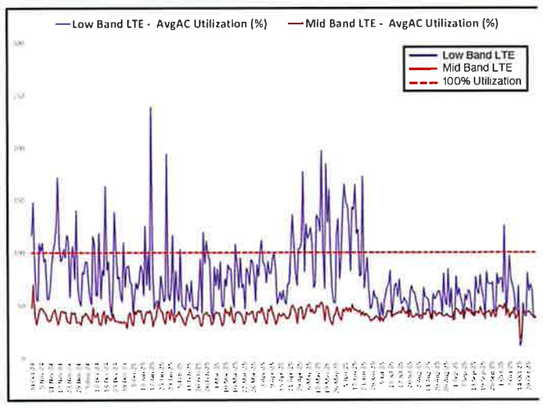

AvgAC (**A**verage **A**ctive **C**onnections), shown above is utilization by carrier showing a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection failures and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

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

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

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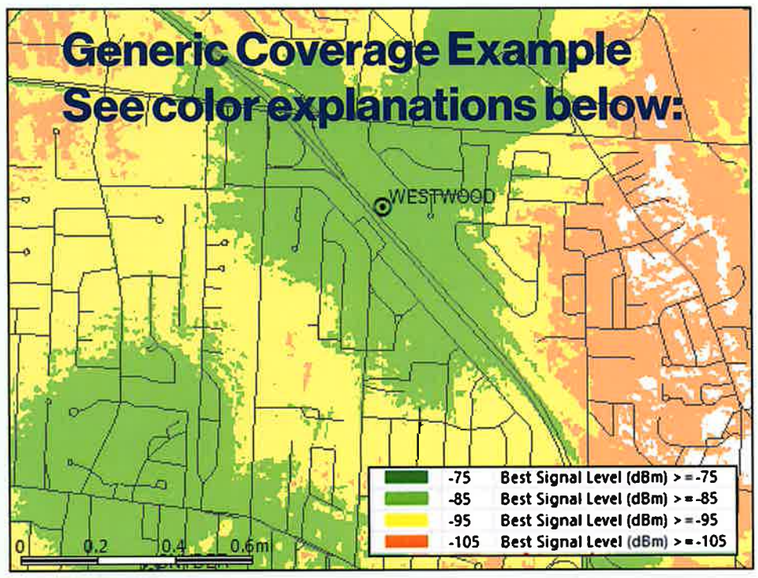
Explanation of Wireless Coverage



**Dark Green >/= -75dBm RSRP, typically serves dense urban areas as well as areas of substantial construction (colleges, hospitals, dense multi family etc.)

Green >/= -85dBm RSRP, typically serves suburban single family residential and light commercial buildings

Yellow >/= -95dBm RSRP, typically serves most rural/suburban-residential and in car applications

Orange >/= -105dBm RSRP, rural highway coverage, subject to variable conditions including fading and seasonality gaps

White = <-105dBm RSRP, variable to no reliable coverage gap area

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

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

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

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

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

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Explanation of Levan Ave Search Area

Levan Ave Search Area

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

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

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

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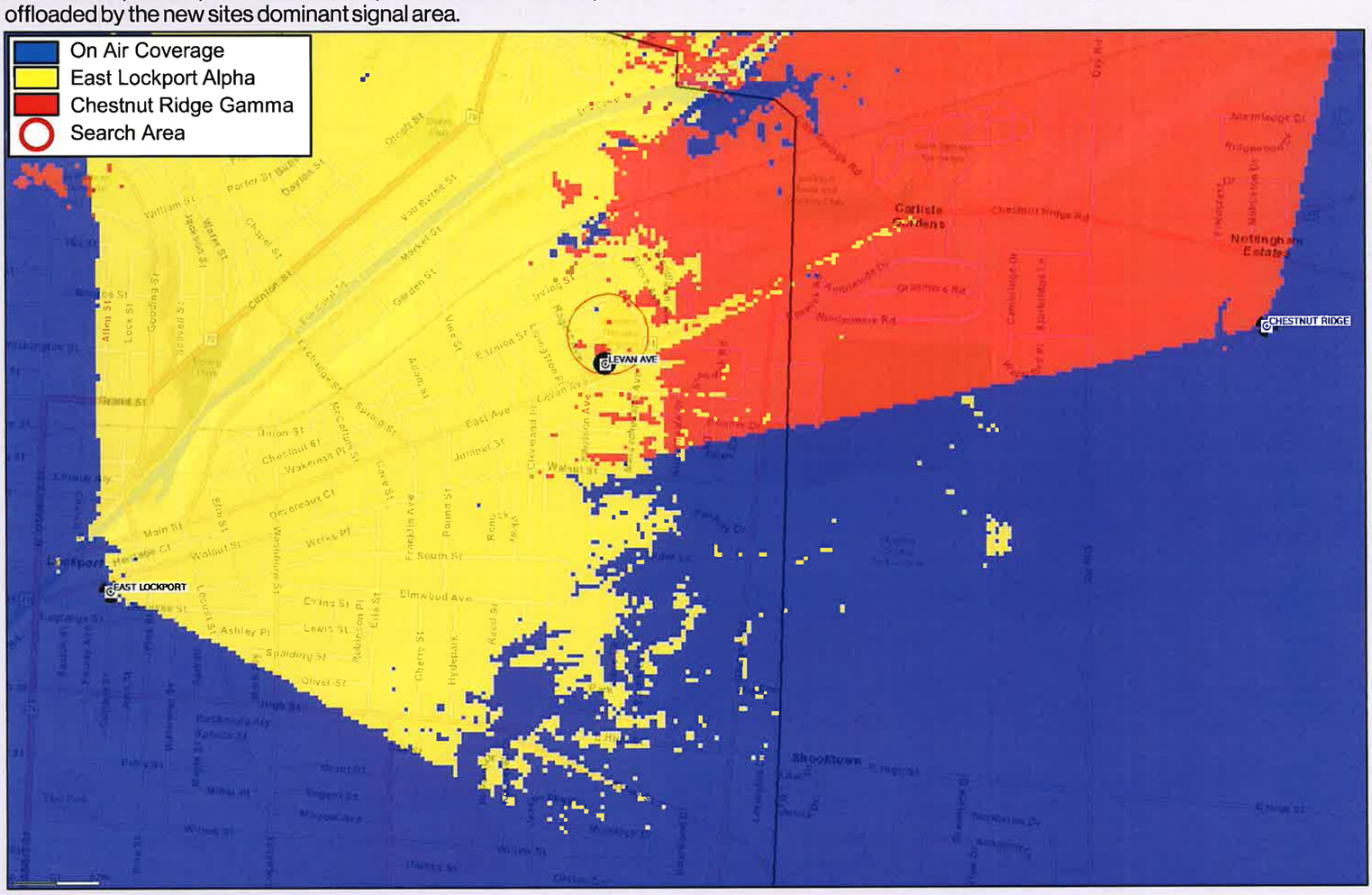
Existing Low Band (700/850MHz) Best Server -105dBm RSRP

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



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

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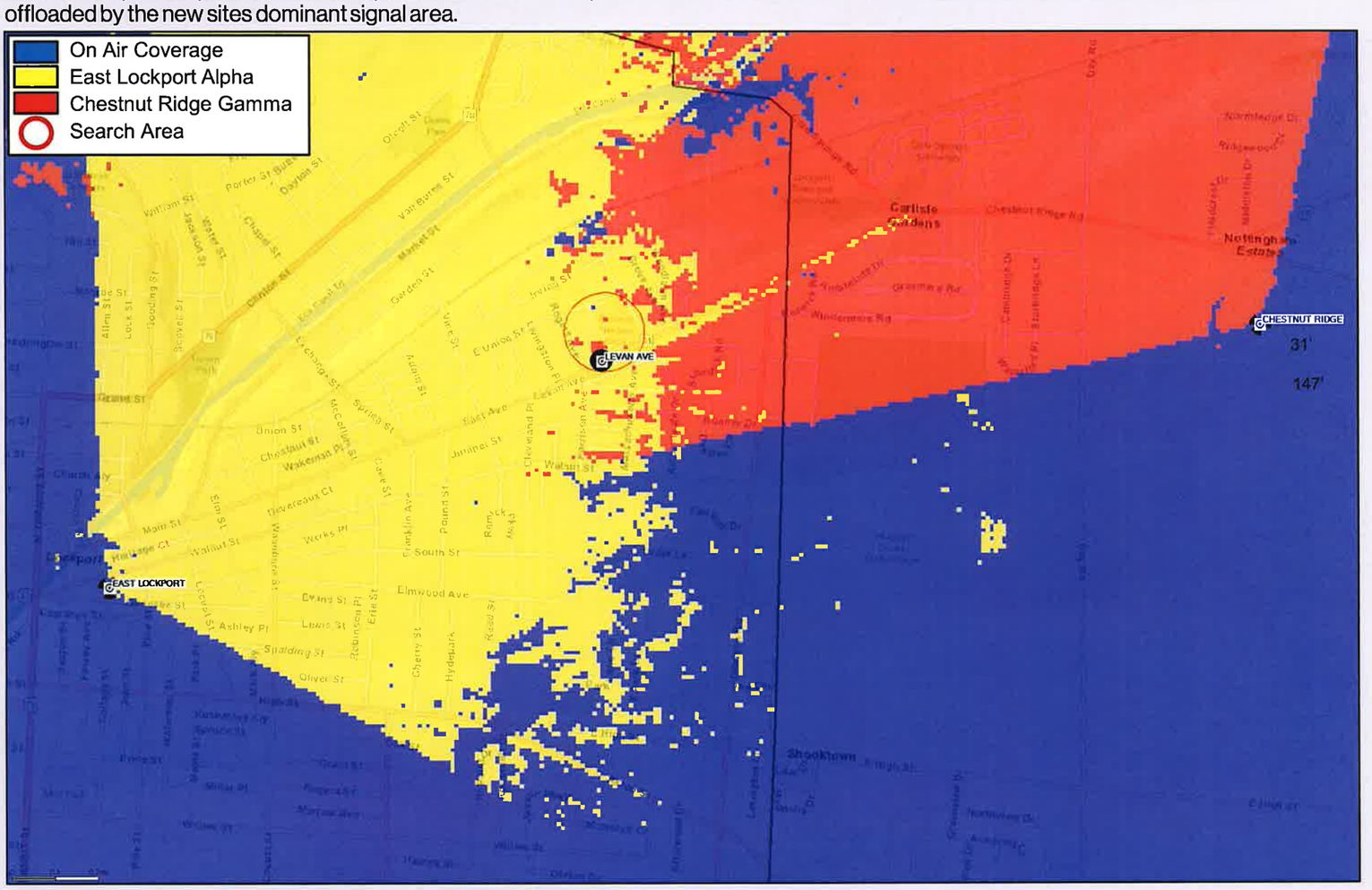
Proposed Low Band (700/850MHz) Best Server -105dBm RSRP

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



Levan Ave is a small cell site and will not utilize low-band spectrum, resulting in no change to the current low-band coverage footprint.

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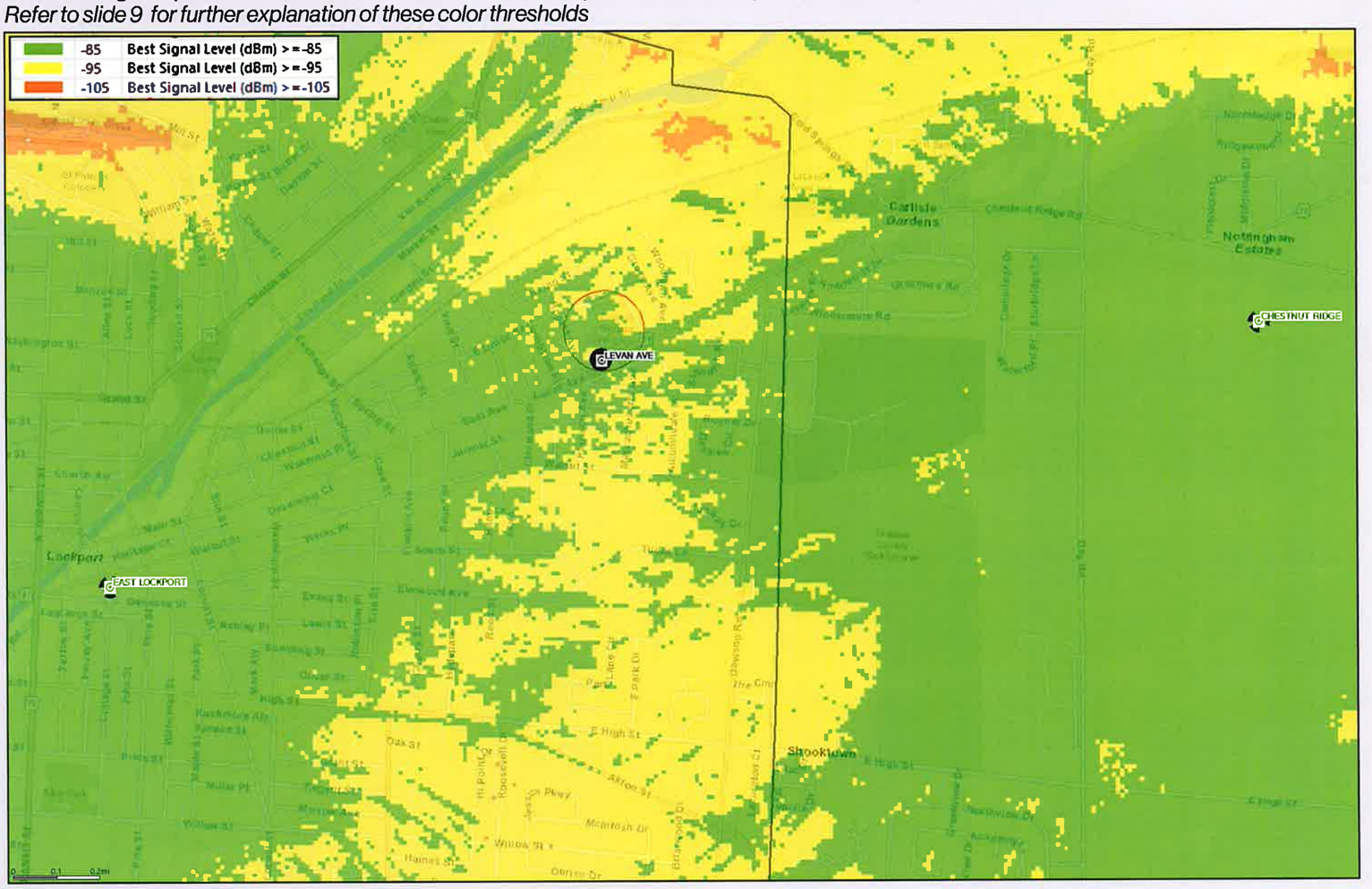
Existing Low Band (700/850MHz) Coverage (signal strength)

This coverage map shows how weak the RF conditions are in portions of the City of Lockport and surrounding area.

Refer to slide 9 for further explanation of these color thresholds



The map above represents existing low band signal strength coverage from existing sites.

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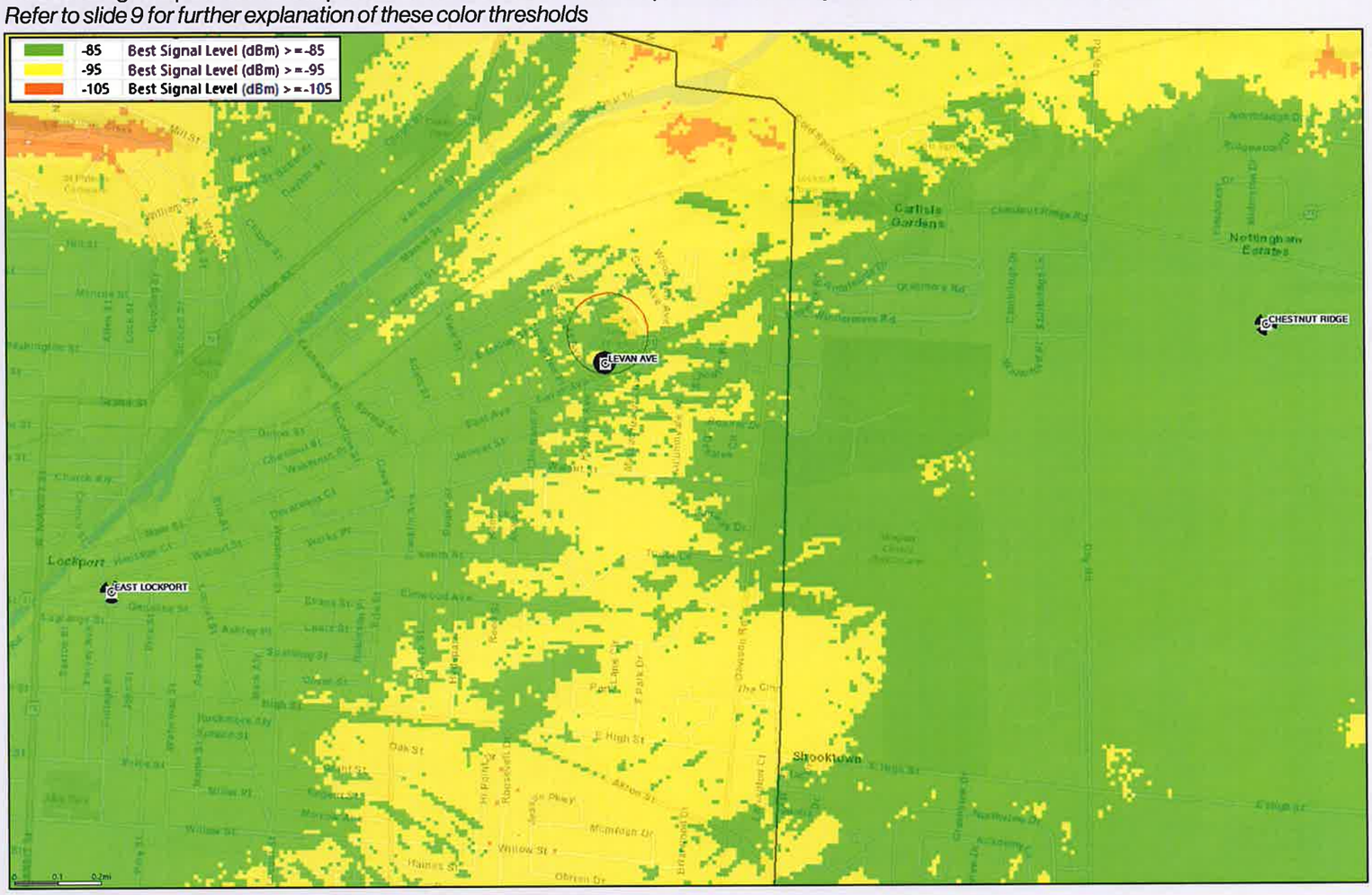
Proposed Low Band (700/850MHz) Coverage (signal strength)

This coverage map shows how improved the RF conditions will be in portions of the City of Lockport and surrounding area.

Refer to slide 9 for further explanation of these color thresholds



Levan Ave is a small cell site and will not utilize low-band spectrum, resulting in no change to the current low-band coverage footprint.

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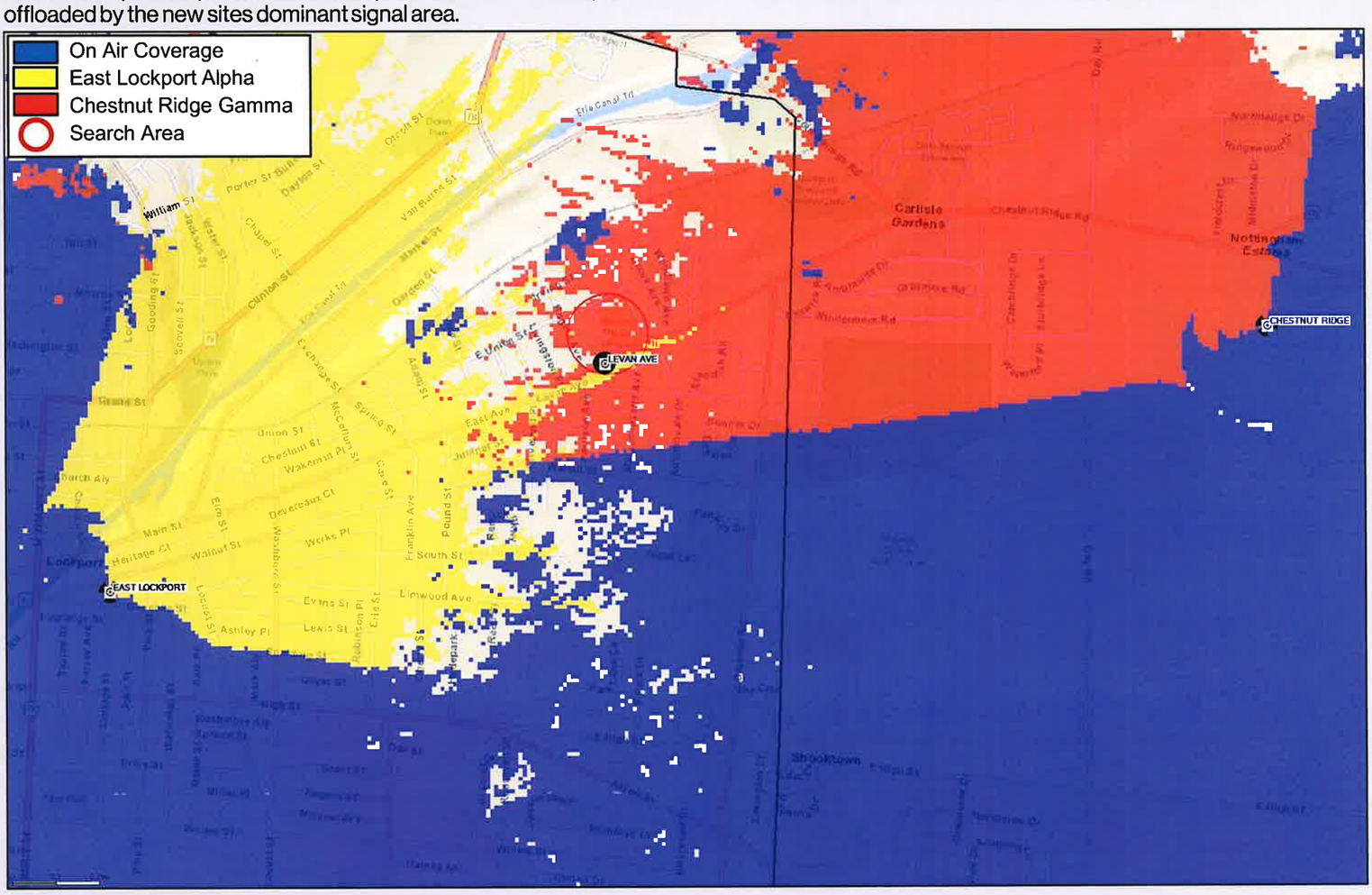
Existing Mid Band (AWS/PCS/C-Band) Best Server -105dBm RSRP

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



The map above represents coverage from existing sites, with the sites in need of capacity offload detailed in the legend above. Blue coverage is from other on air (Mid Band) sites. Notice the lack of signal or where there is signal, a dominant server throughout the **Levan Ave** project area. This reveals several sites that are stretching their mid band coverage capabilities which results with unacceptable coverage and performance.

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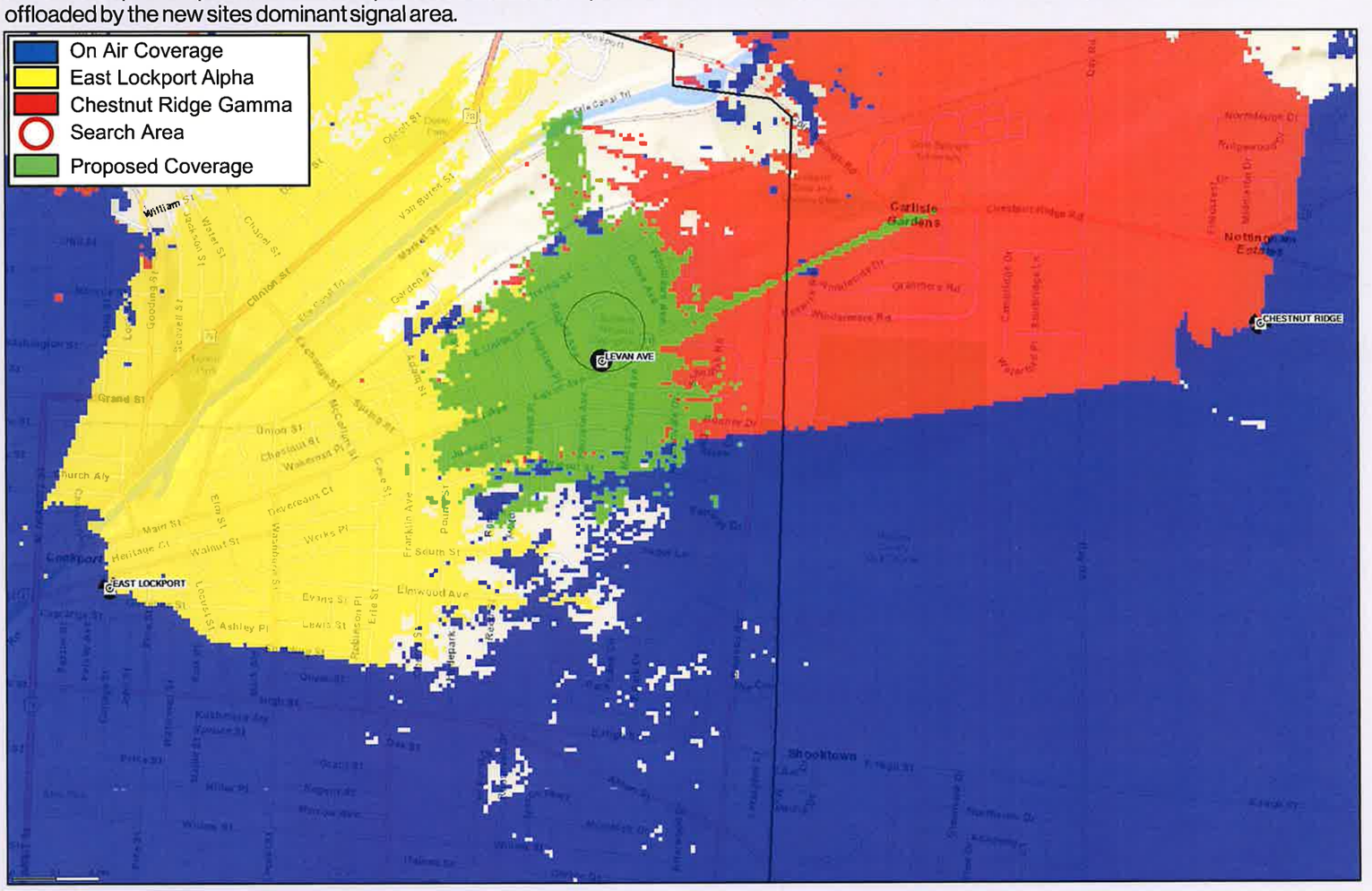
Proposed Mid Band (AWS/PCS/C-Band) Best Server -105dBm RSRP

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



The map above adds the mid band footprint of the proposed **Levan Ave** site with a 31.67' ACL in green. The green best server footprint provides improved coverage and capacity throughout the identified significant gap area. This will improve service to users in the green area as well as help to resolve the coverage and capacity issues impacting the existing overloaded sectors identified in the image above.

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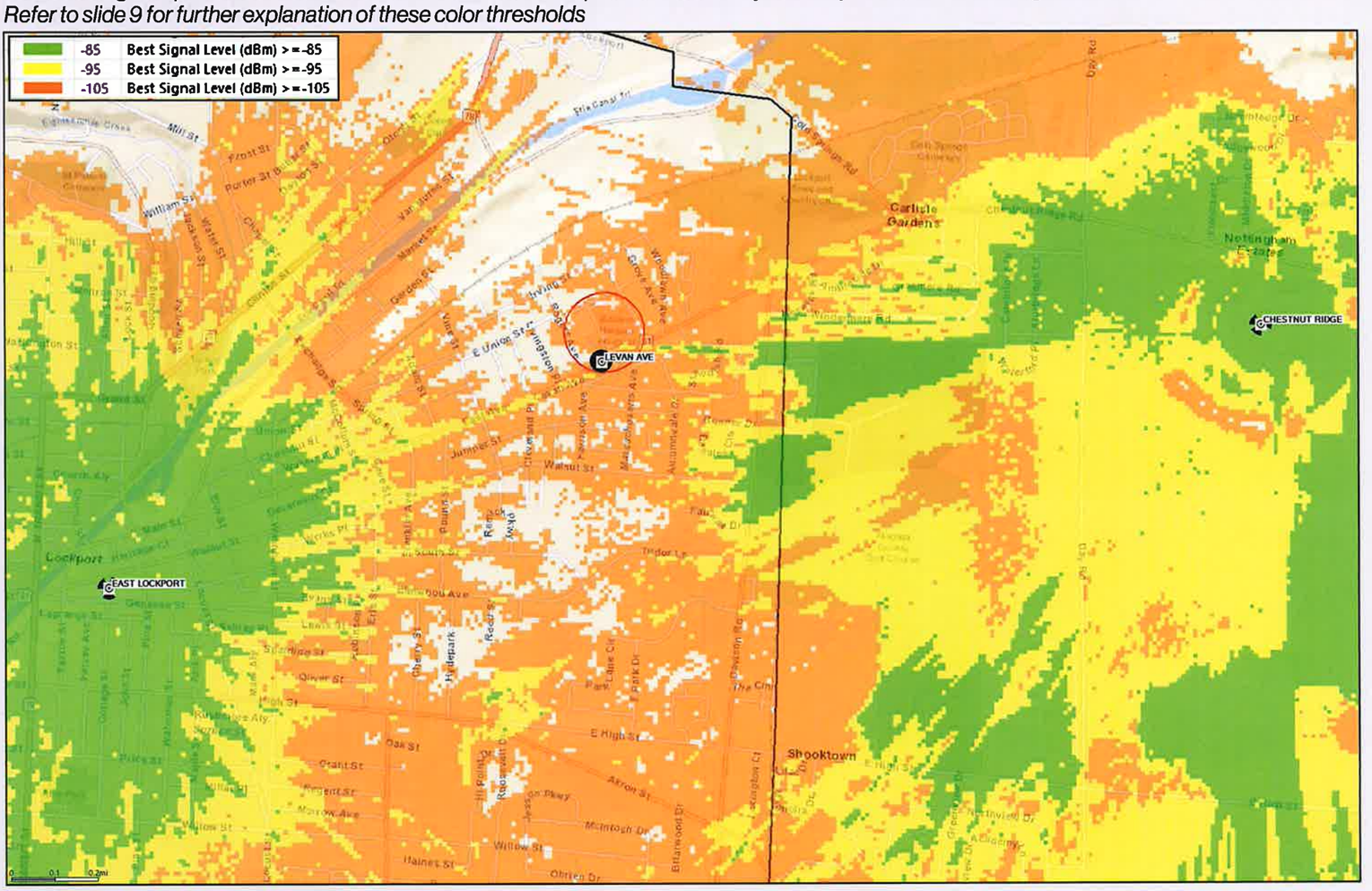
Existing Mid Band (AWS/PCS/C-Band) Coverage (signal strength)

This coverage map shows how weak the RF conditions are in portions of the City of Lockport and surrounding area.

Refer to slide 9 for further explanation of these color thresholds



The map above represents mid band coverage from existing sites. This mid band signal is very weak to non existent throughout the project area. Additional mid band network densification is required to resolve these conditions. Notice the large orange and blank coverage areas near the proposed **Levan Ave** site that are subject to overloaded low band as well as variable coverage conditions including fading and seasonality gaps.

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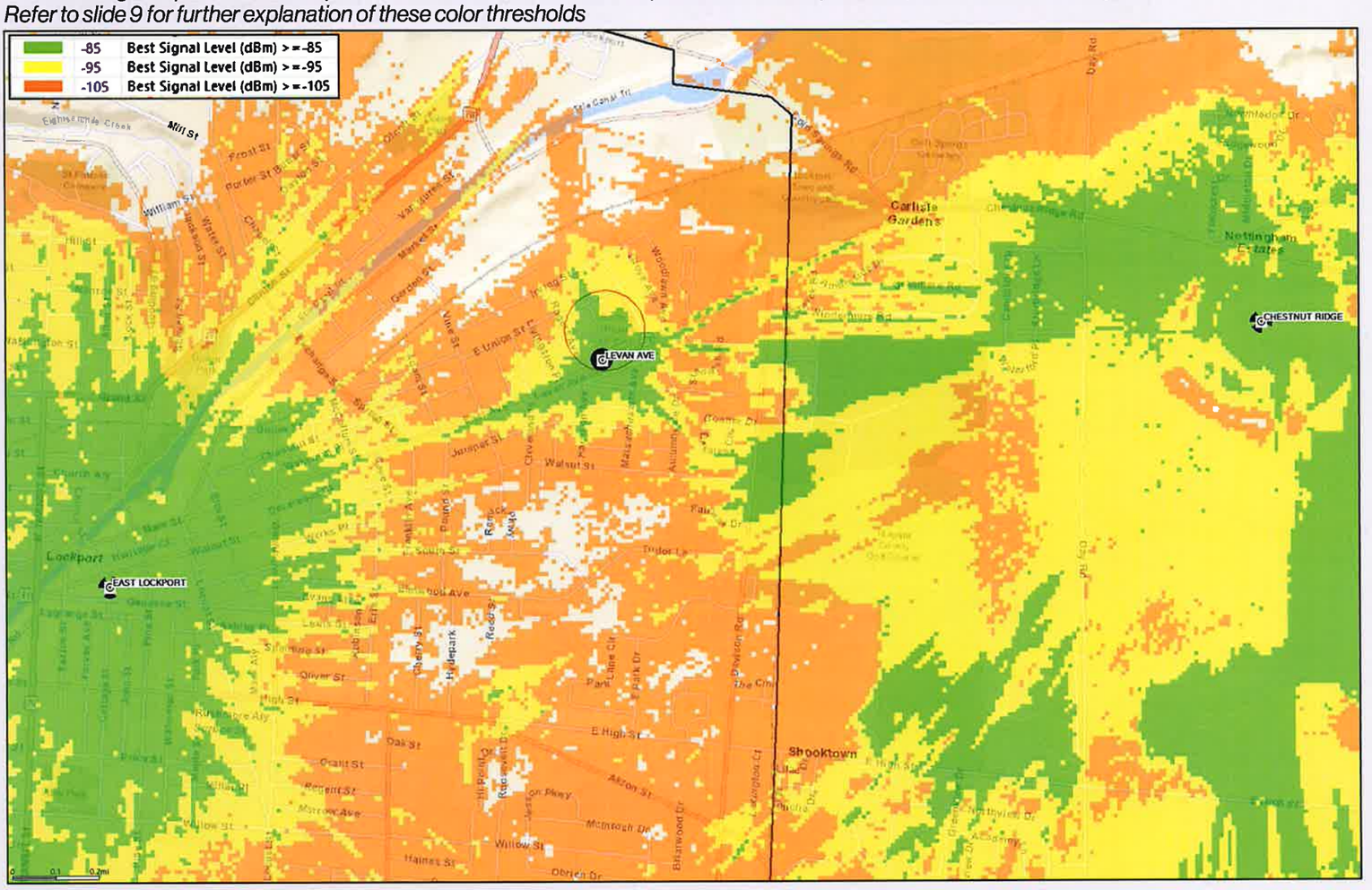
Proposed Mid Band (AWS/PCS/C-Band) Coverage (signal strength)

This coverage map shows how improved the RF conditions will be in portions of the City of Lockport and surrounding area.

Refer to slide 9 for further explanation of these color thresholds



The map above adds mid band of the **Levan Ave** site at 31.67' ACL to the existing coverage map. The significantly improved signal strength corresponds to improved coverage and capacity throughout the identified significant gap areas. This will help to resolve the coverage and capacity issues impacting portions of the City of Lockport .

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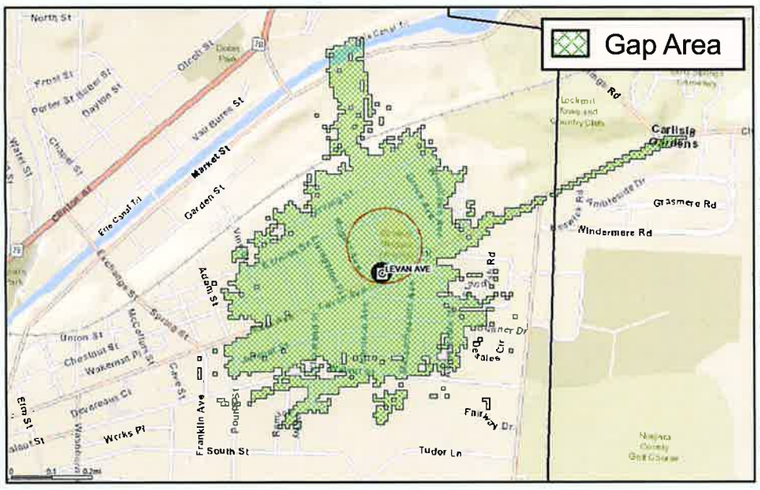
RF Justification Summary



The proposed site resolves the substantial and significant gaps in coverage and capacity impacting this portion of the **City of Lockport .** These gaps are shown above: The green shaded area represent the gaps in coverage and capacity that the proposed **Levan Ave** site with a 31.67' ACL will resolve.

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

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

Wasif Sharif

Wasif Sharif
Engineer– RF Design
1275 John Street, Suite 100
West Henrietta, NY 14586
585-491-5360
Verizon Wireless

verizon

VERIZON WIRELESS

Levan Ave Micro

ADJACENT TO ADDRESS 485 EAST AVE.
LOCKPORT, NY 14094

REAL ESTATE SITE SELECTION REPORT
NOVEMBER 20, 2025

SITE SELECTION REPORT

Verizon Wireless proposes to install and operate a new wireless telecommunications Small Cell on a replacement utility pole located at ADJACENT TO ADDRESS 485 EAST AVE. LOCKPORT, NY 14094. A Small Cell is a low-powered wireless facility that supplements the existing macro wireless network, providing increased capacity and coverage in dense or high-demand areas. They are physically smaller and offer a more localized range than traditional macro cells and are typically discreetly attached to structures like utility poles.

The proposed Verizon Wireless small cell includes installing (1) antenna and associated radio equipment shroud on a replacement wooden utility pole.

1. The Search Area

The need for a new Verizon Wireless site in the City of Lockport 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 Levan Ave ("Search Ring") is approximately A 950 Ft wide area illustrated by the red circle in **Figure 1**, attached hereto.

(a) Geography & Topography

The Levan Ave Search Area is characterized as level with very little change in elevation.

(b) Land Use

The Search Area is made up of the Hospital parking lot and Residential homes. During the review of the Search Area, the site acquisition firm attempts to identify properties and structures that are sufficient to support a small cell facility. The structures need to have an obstruction free view to Main St. and the surrounding area.

(c) Description of Figures

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

Figure 2 - Search Area with Candidate

Figure 3 – Search Area with Candidates and Tax Map

2. Zoning Considerations

(a) Collocation

Verizon Wireless routinely seeks to install its small cell antennas and equipment on existing utility pole structures whenever feasible. Local communities universally favor collocations because they can minimize the number of wireless telecommunications structures in an area, and many municipalities even provide for a streamlined application review process. Collocation is often listed as the highest citing priority in a local municipality's zoning law. In addition to the potential for a streamlined zoning application process, collocation is preferred by wireless providers because it is generally a less expensive and more efficient option to provide reliable service when compared to the installation of a new support structure.

3. The Levan Ave Search Area

After a comprehensive investigation of the Search Area, no existing towers were identified and/or suitable for Collocation within or near the limits of the Search Area. There was (1) Building considered in the Search area within the height requirements. There were also (4) Utility poles that were within the height requirement.

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

(A) Utility Pole NG / VZT

Address- ADJACENT TO ADDRESS 485 EAST AVE. LOCKPORT, NY 14094
Coordinates- 43.176283°° -78.671596°
Pole Height- 43' antenna Centerline will be 31.67'
AMSL- 623'

This Utility pole is not marked. This utility pole is the primary candidate for this project. The RF Engineer determined that this location would be best to support the Verizon wireless network. The location of this site is in Mixed Use – Neighborhood ("MU-N") Zone, where small cells are not permitted without a use variance from the Zoning Board of Appeals..

(B)Utility Pole NG / VZT

Address- 459 EAST AVE. LOCKPORT, NY 14094
Coordinates- 43.175825° -78.672744°
Pole Height- 43' antenna Centerline will be 31.67'
AMSL – 623'
This Utility Pole is marked NYSEG 5-40 / VZT 112. This pole meets the NYSEG attachment standards, but is ranked lower than from a radio frequency design perspective, as it does not address the coverage objectives as well as the primary candidate.

(C) Utility Pole NG / VZT

Address- 521 EAST AVE. LOCKPORT, NY 14094
Coordinates- 43.176594° -78.670803°
Pole Height- 43' antenna Centerline will be 31.67'
AMSL- 626'
This Utility pole is marked NYSEG 45. This pole meets the NYSEG attachment standards, but is ranked lower from a radio frequency design perspective, as it does not address the coverage objectives as well as the primary candidate.

(D) Utility Pole NG / VZT

Address- 521 EAST AVE. LOCKPORT, NY 14094
Coordinates- 43.176397° -78.671240°
Pole Height- 43' antenna Centerline will be 31.67'
AMSL- 624'
This Utility pole is marked NYSEG 44. This pole meets the NYSEG attachment standards, but is ranked lower from a radio frequency design perspective, as it does not address the coverage objectives as well as the primary candidate.

(E) Building Occupant: Eastern Niagara Hospital / RT

Address- 521 EAST AVE. LOCKPORT, NY 14094
Coordinates- 43.177114° -78.671017°
Tax ID- 109.42-2-2
AMSL- 628'
The Hospital closed and its intended use is unknown.

4. SUMMARY

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

Prepared by:

William Grover

William Grover
Pyramid Network Services, LLC
Consultant to Verizon Wireless

FIGURE 1

Levan Ave
Search Area

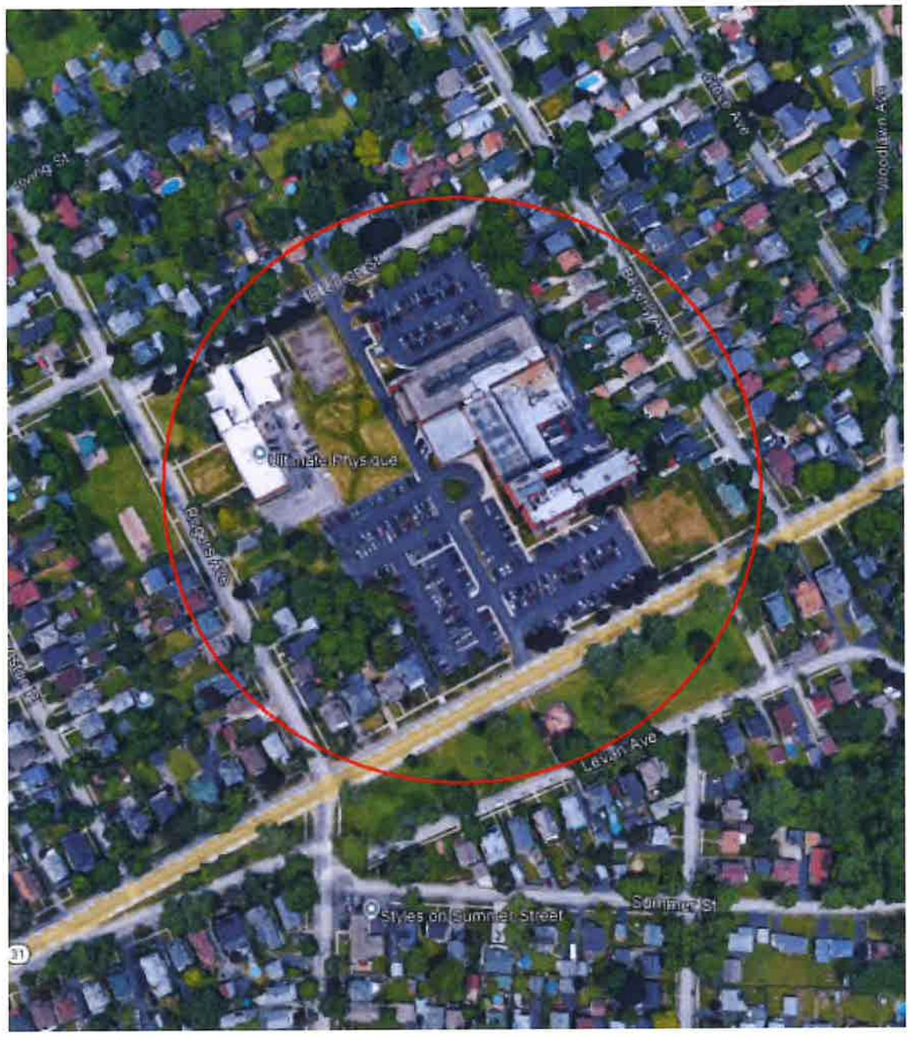


FIGURE 2

Levan Ave
Search Area with Candidates

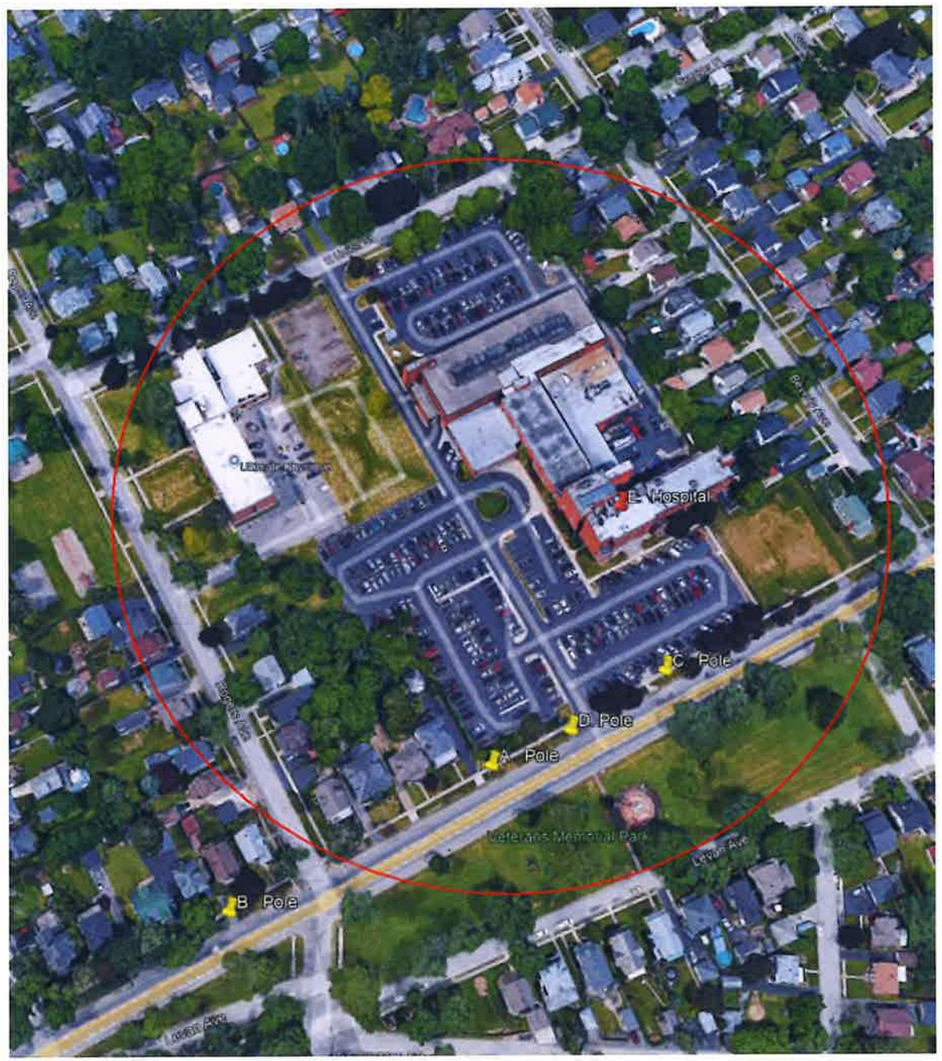


FIGURE 3

Lavan Ave
Search Area with Candidates / Tax Map

PROJECT SUMMARY:

SITE NAME:	LEVAN AVE
PROJECT ID:	17528428
STRUCTURE TYPE:	NEW 50' UTILITY POLE, 43' AGL POLE LOCATED IN NYSDOT R.O.W.
SITE LOCATION:	UTILITY POLE NO TAG ADJACENT TO ADDRESS 485 EAST AVE. LOCKPORT, NY 14094
ZONING DISTRICT:	R1 - RESIDENTIAL
JURISDICTION:	CITY OF LOCKPORT
PUBLIC RIGHT OF WAY JURISDICTION:	NYSDOT
COUNTY:	NIAGARA
POLE OWNER:	NYSEG
POWER COMPANY:	NYSEG
APPLICANT:	BELL ATLANTIC MOBILE SYSTEMS LLC d/b/a VERIZON WIRELESS 1275 JOHN STREET, SUITE 100 WEST HENRIETTA, NY 14586

PROJECT DESCRIPTION:

THE PROPOSED WORK CONSISTS OF:

- REMOVE EXISTING UTILITY POLE.
- INSTALL NEW 50' UTILITY POLE.
- INSTALL POLE MOUNTED ANTENNA(S) AND EQUIPMENT.
- INSTALL ELECTRIC, TELCO & CABLE ROUTING.
- REPLACE IN KIND ANY EXISTING MATERIALS DUE TO THE DISTURBANCE OF THE INSTALLATION OF THE NEW POLE AND GROUND RODS WITH CONDUCTORS. (IF REQUIRED)

SHEET INDEX:

verizon

SITE NAME: LEVAN AVE
PROJECT: 4G
PROJECT ID: #17528428
MDG LOCATION ID: 5000348182
LATITUDE: 43.176259° (N)
LONGITUDE: -78.671573° (W)
POLE NO.: NO TAG

DIG SAFELY - NEW YORK

UDIQ-NY

Before You Dig, Drill Or Blast!

Dig Safely. New York

UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION
CALL US TOLL FREE 1-800-962-7962
NY industrial code rule 753 requires no less than two working days notice, but not more than ten days notice.

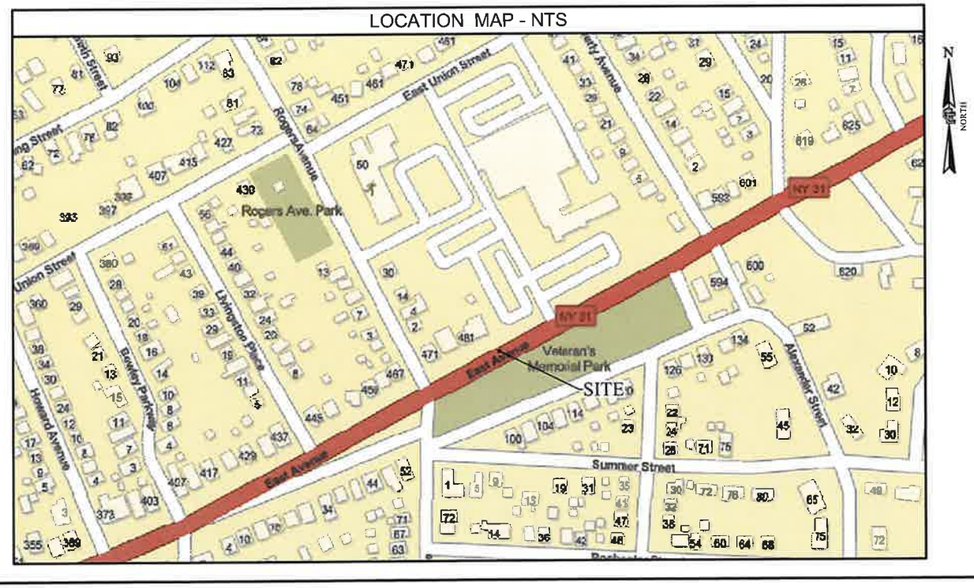
MAKE READY WORK ORDER (NYSEG)

REPLACE 40' POLE WITH 50-2' (45' BASIS) AT APPLICANT'S EXPENSE
INSTALL CROSSARM @ 42-0
TRANSFER SECONDARIES @ 33-4, 34-0, 34-8
TRANSFER RISER @ 32-10, DRESS DRIP LOOP TO TOP OF RISER
INSTALL BOTTOM OF ANTENNA BRACKET @ 29-6, BUILD TO BUILD TO TM2.23.30 STD
TRANSFER STREET LIGHT @ 25-0, INSTALL OVERALL JACKETED CABLE OR WIRE IN FLEXIBLE CONDUIT AND BOND STREET LIGHT
TRANSFER COMMS WITH 12" SPACING BELOW BELL ATLANTIC @ 23-0
BELL ATLANTIC ATTACH @ 24-0
PULL OLD POLE

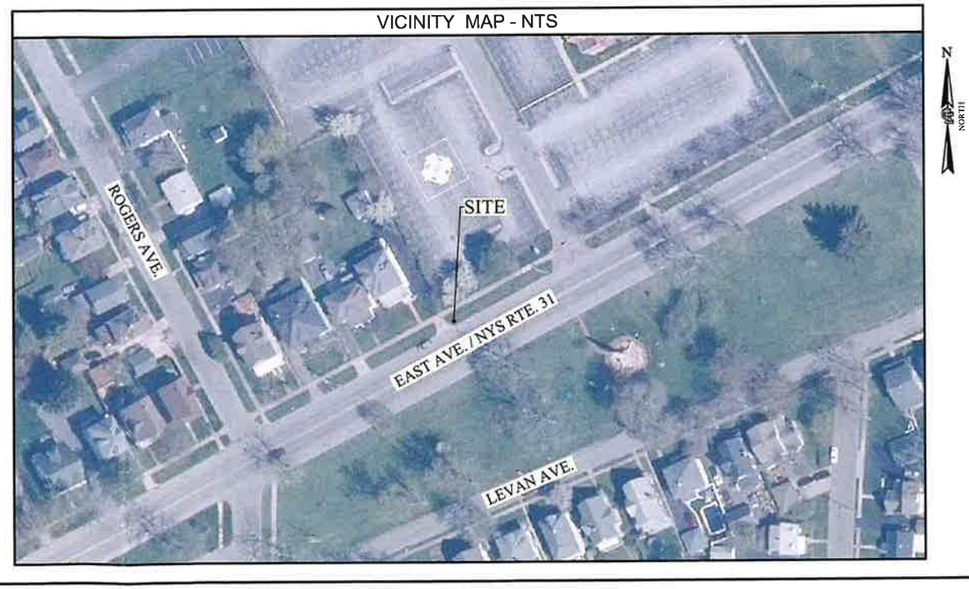
LICENSE PROJECT#: LEVAN AVE
WORK REQUEST #10301196829

ELECTRIC SERVICE REQUEST # 10301221389
PHONE NUMBER: 1-800-572-1111

LOCATION MAP - NTS



VICINITY MAP - NTS



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

COSTICH ENGINEERING
- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

NO.	DATE	BY	COMMENTS
0	10/28/2025	BPK	ISSUED PRELIMINARY FOR APPROVAL
1	11/13/2025	BPK	ISSUED FINAL
2			
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4			
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7			

PROJECT MANAGER: C.D.M.
DRAWN BY: B.P.K.

STATE OF NEW YORK
MICHAEL O RITCHIE
096184
LICENSED PROFESSIONAL ENGINEER

SITE INFORMATION

LEVAN AVE
ZONING DRAWINGS
PROJECT ID: #17528428
MDG LOCATION ID: 5000348182

CITY OF LOCKPORT
COUNTY OF NIAGARA
STATE OF NEW YORK

SHEET TITLE

TITLE SHEET

C.E. JOB NUMBER: 9118.01
SHEET NUMBER: Z-1

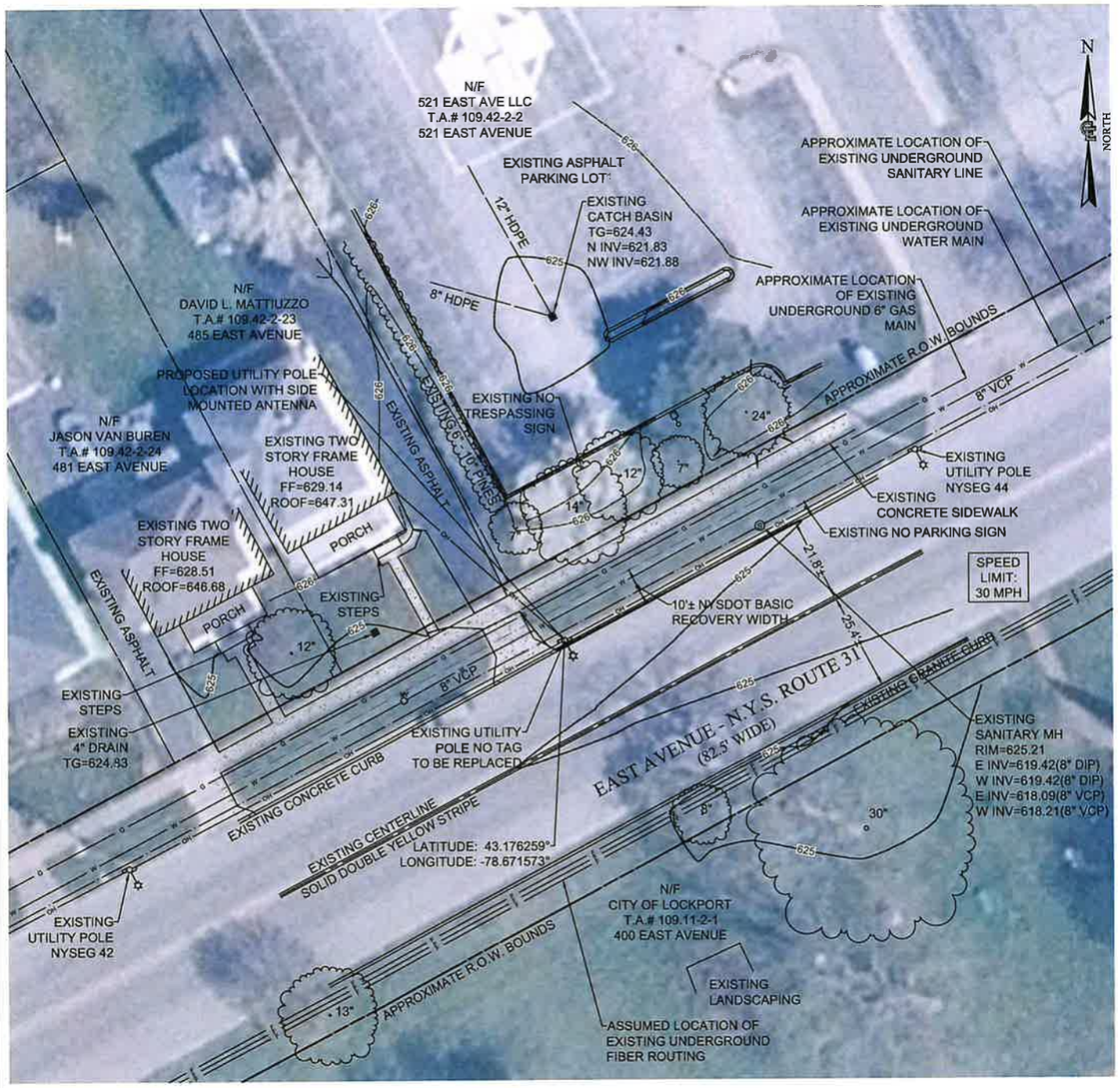
SMALL CELL INFRASTRUCTURE APPLICATION REQUIREMENTS AND GUIDANCE:

1. *AESTHETIC REQUIREMENTS - PROVIDERS SHALL MATCH THE AESTHETICS OF THE EXISTING UNIQUE ASSEMBLIES AND OTHER UTILITY/PROVIDER INFRASTRUCTURE NEAR PROPOSED SMALL CELL LOCATIONS THIS INCLUDED EQUIPMENT ENCLOSURES, OTHER TRANSMISSION EQUIPMENT AND VAULTS. PLANS SHALL INCLUDED PROPOSED MATERIAL FINISH AND COLORS TO BE APPROVED BY NYSDOT FOR ALL COMPONENTS.*
2. *IF EQUIPMENT IS MOUNTED TO A WOOD POLE, THE VISIBLE ATTACHMENTS AND HARDWARE SHALL BE COLORED TO MATCH THE POLE UNLESS A VARIATION IS EXPRESSLY ALLOWED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE LOCAL AGENCY OR NYSDOT REGION PERMIT OFFICE. TYPICALLY **US FOREST SERVICE BROWN, FS 20059**, MATCHES WOOD COLORING.*
3. *EXTERIOR SHROUD SHALL BE COLORED TO MATCH EXISTING POLE AND EQUIPMENT.*

BASED ON THE UFPO MAPPING PROVIDED, EXISTING UNDERGROUND UTILITIES HAVE BEEN IDENTIFIED IN PROXIMITY TO THE PROJECT AREA. THE FINAL LOCATION OF THE POLE IS SUBJECT TO MODIFICATION PENDING THE COMPLETION OF UFPO STAKEOUTS BY THE RESPECTIVE UTILITY COMPANIES DURING THE CONSTRUCTION PHASE.

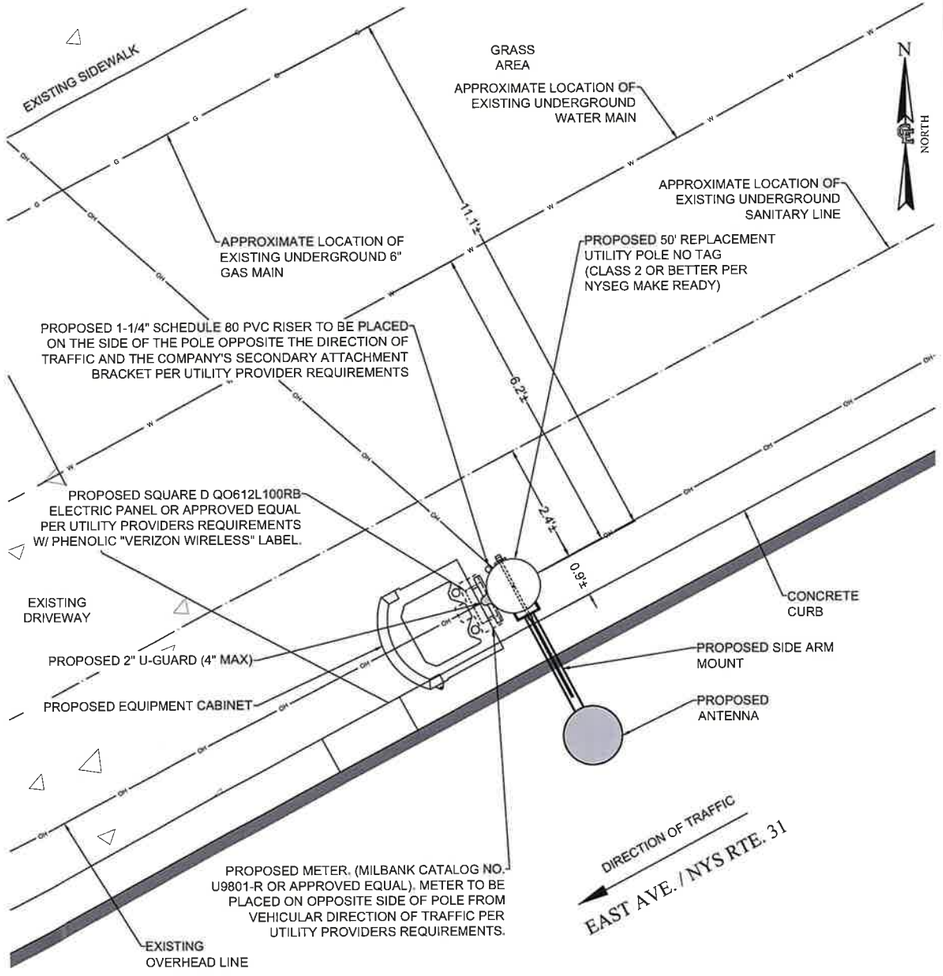
REFERENCES

1. APPROXIMATE LOCATIONS EXISTING FEATURES SHOWN PER SITE INSPECTION/ TAPE SURVEY COMPLETED BY COSTICH ENGINEERING, D.P.C. ON 06/03/2025.
2. NO BOUNDARY SURVEY OR SEARCH OF DEEDS WAS PERFORMED. APPROXIMATE PROPERTY LINES SHOWN HEREON FROM CITY OF LOCKPORT TAX MAPS.
3. TOPOGRAPHY SHOWN FROM A FIELD SURVEY BY COSTICH ENGINEERING ON 10/17/2025 HORIZONTAL AND VERTICAL DATA OBTAINED THROUGH NYSDOT CORS NETWORK REFERENCED TO THE FOLLOWING MONUMENT
   LOCKPORT CORS STATION
   -LATITUDE: 43-09-54.85468 (N) NAD 83 (CORS)
   -LONGITUDE: 078-45-13.35690 (W)
   -ELLIP HEIGHT: 166.286 METERS NAVD 88 (CORS)
4. ANTENNAS SHALL BE INSTALLED IN ACCORDANCE WITH SITE SPECIFIC RF ANTENNA DESIGN SHEET SUPPLIED BY VERIZON WIRELESS: FUZE PROJECT ID: 17528428, DATED 10/09/2025.
5. REFER TO STRUCTURAL ANALYSIS REPORT PREPARED BY ALBUL ENGINEERING. HAVING SITE NAME: LEVAN AVE & PROJECT NO. 40990.COS.UPA.V122002.0, DATED 10/13/2025 FOR DETAILS.
6. REFER TO RFE FCC COMPLIANCE ASSESSMENT, WITH PROJECT NAME: LEVAN AVE, DATED 10/15/2025.



1 / Z-2 **POLE LOCATION PLAN**
SCALE: 1" = 20' (22 x 34 SHEET)
1" = 40' (11 x 17 SHEET)

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft. (22" x 34" SHEET)
1 inch = 40 ft. (11" x 17" SHEET)



2 / Z-2 **SITE ORIENTATION/ DIG SAFELY PLAN**
SCALE: NTS

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

COSTICH ENGINEERING
217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020
• CIVIL ENGINEERING
• LAND SURVEYING
• LANDSCAPE ARCHITECTURE

NO.	DATE	BY	COMMENTS
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PROJECT MANAGER	DRAWN BY
C.D.M.	B.P.K.

STATE OF NEW YORK
MICHAEL O RITCHIE
LICENSED PROFESSIONAL ENGINEER
096184

SITE INFORMATION

LEVAN AVE
ZONING DRAWINGS
PROJECT ID: #17528428
MDG LOCATION ID: 5000348182

CITY OF LOCKPORT
COUNTY OF NIAGARA
STATE OF NEW YORK

SHEET TITLE

POLE LOCATION AND EQUIPMENT PLANS

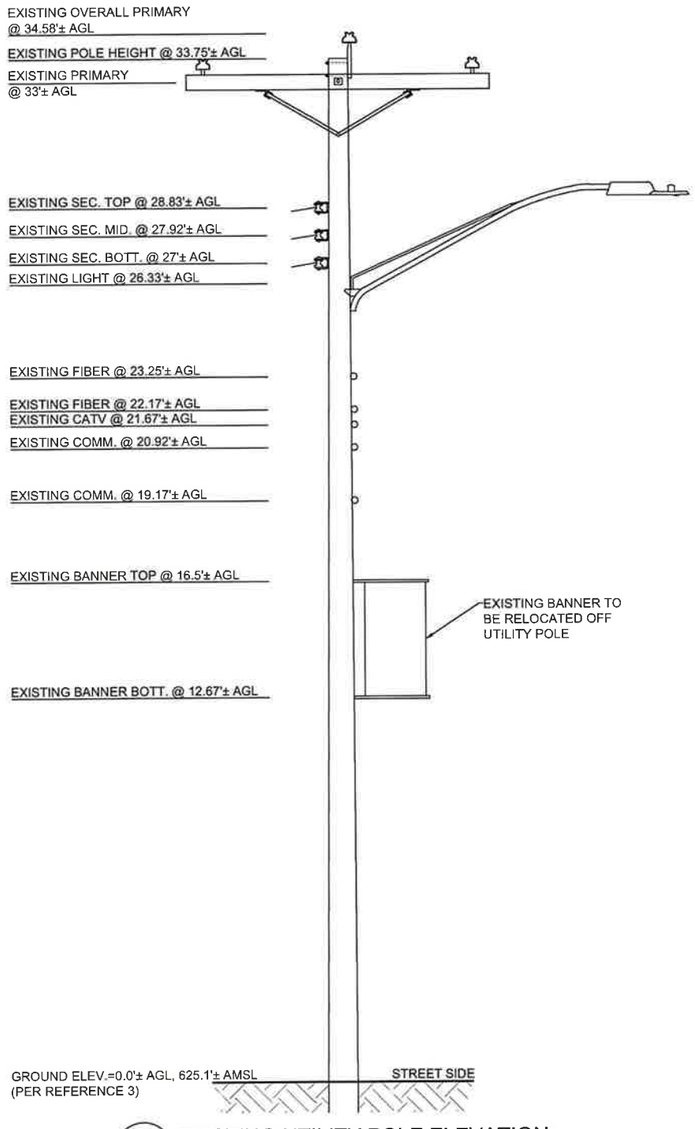
C.E. JOB NUMBER	SHEET NUMBER
9118.01	Z-2

MAKE READY WORK ORDER (NYSEG)
REPLACE 40' POLE WITH 50-2' (45' BASIS) AT APPLICANT'S EXPENSE INSTALL CROSSARM @ 42-0 TRANSFER SECONDARIES @ 33-4, 34-0, 34-8 TRANSFER RISER @ 32-10, DRESS DRIP LOOP TO TOP OF RISER INSTALL BOTTOM OF ANTENNA BRACKET @ 29-6, BUILD TO BUILD TO TM2,23,30 STD TRANSFER STREET LIGHT @ 25-0, INSTALL OVERALL JACKETED CABLE OR WIRE IN FLEXIBLE CONDUIT AND BOND STREET LIGHT TRANSFER COMMS WITH 12" SPACING BELOW BELL ATLANTIC @ 23-0 BELL ATLANTIC ATTACH @ 24-0 PULL OLD POLE
LICENSE PROJECT#: LEVAN AVE WORK REQUEST #10301196829
ELECTRIC SERVICE REQUEST # 10301221389 PHONE NUMBER: 1-800-572-1111

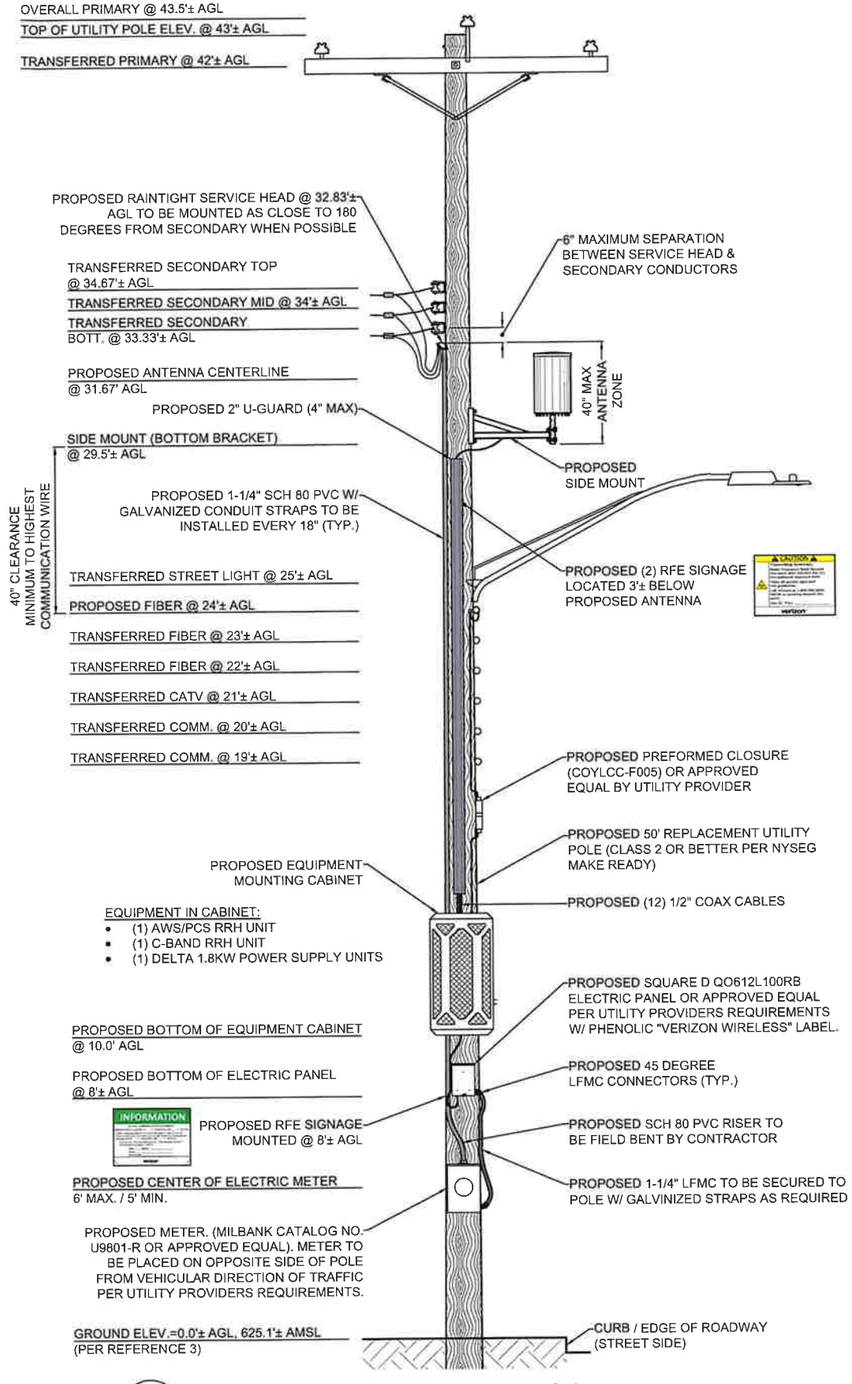
ANTENNA EQUIPMENT VOLUME	
CANTENNA	2.32 CF
EQUIPMENT CABINET	15.84 CF
ELECTRIC PANEL	0.28 CF

VERIZON WIRELESS HAS PERFORMED A RADIO FREQUENCY COMPLIANCE EVALUATION FOR THIS CELL SITE AND BASED ON THE RESULT OF THE EVALUATION THIS SITE IS COMPLIANT WITH FCC GUIDELINES.

1 Z-3 EXISTING UTILITY POLE (PHOTO)
SCALE: N.T.S.



2 Z-3 EXISTING UTILITY POLE ELEVATION
SCALE: N.T.S.



3 Z-3 PROPOSED UTILITY POLE ELEVATION
SCALE: N.T.S.

verizon
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COSTICH ENGINEERING
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PROJECT MANAGER: C.D.M.
DRAWN BY: B.P.K.

STATE OF NEW YORK
MICHAEL O RITCHIE
096184
LICENSED PROFESSIONAL ENGINEER

SITE INFORMATION

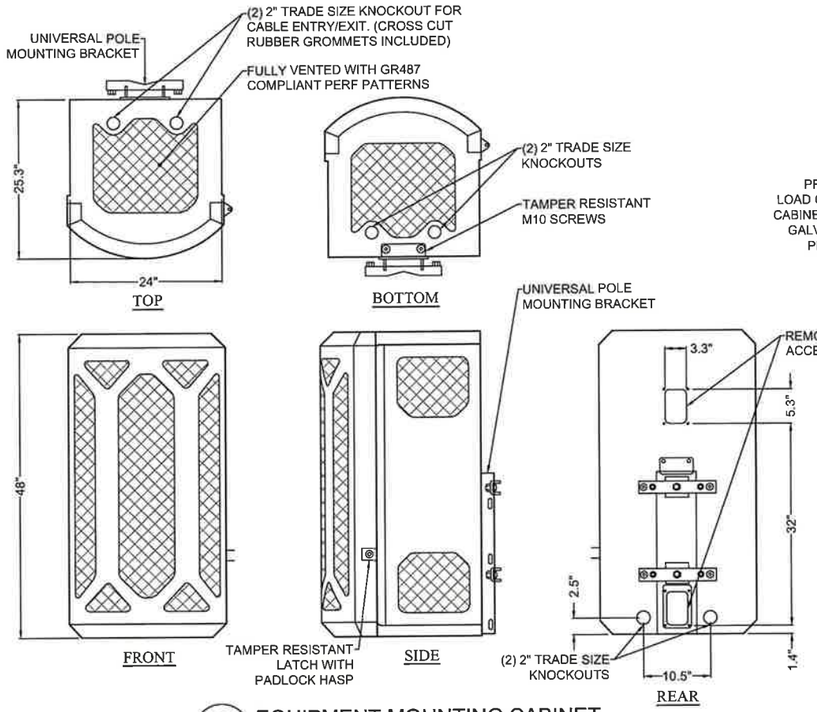
LEVAN AVE
ZONING DRAWINGS
PROJECT ID: #17528428
MDG LOCATION ID: 5000348182

CITY OF LOCKPORT
COUNTY OF NIAGARA
STATE OF NEW YORK

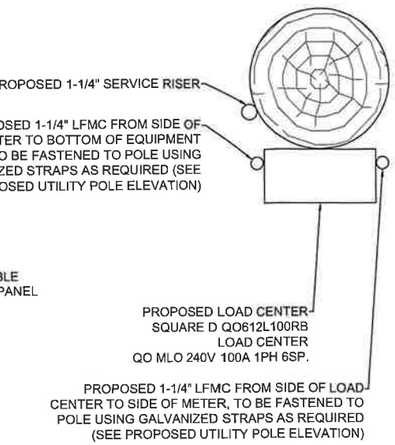
SHEET TITLE

EXISTING AND PROPOSED UTILITY POLE ELEVATIONS

C.E. JOB NUMBER: 9118.01
SHEET NUMBER: Z-3

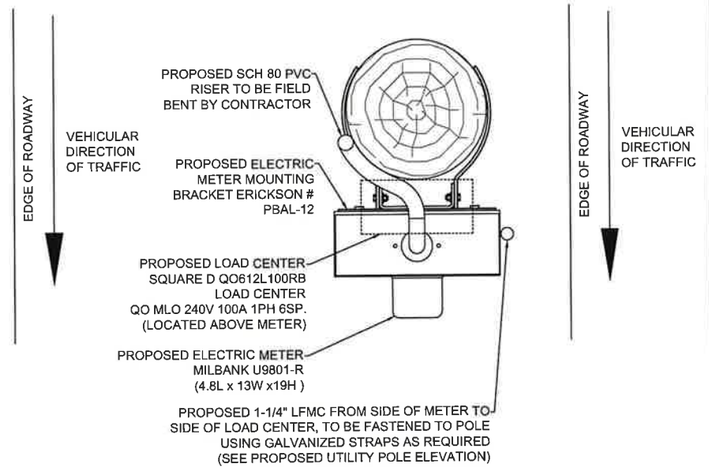


1 / Z-4 EQUIPMENT MOUNTING CABINET
SCALE: NTS



LOAD CENTER

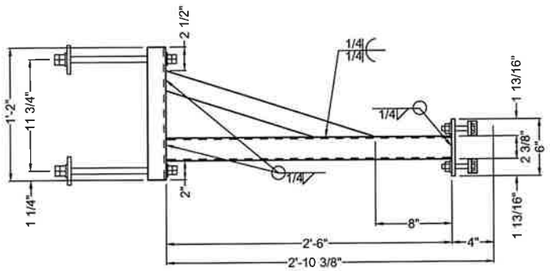
NOTE: AN APPROVED METER SOCKET SHALL BE INSTALLED ON THE QUARTER OF THE POLE AWAY FROM VEHICULAR TRAFFIC. THE METER SHALL BE A RINGLESS SOCKET SEALABLE STYLE WITH A SAFETY ARC SHIELD AND AN APPROVED SINGLE HANDLE-OPERATION BYPASS; USE OF AN AUTOMATIC BYPASS IS NOT PERMITTED.

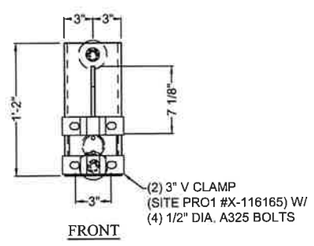


UTILITY METER

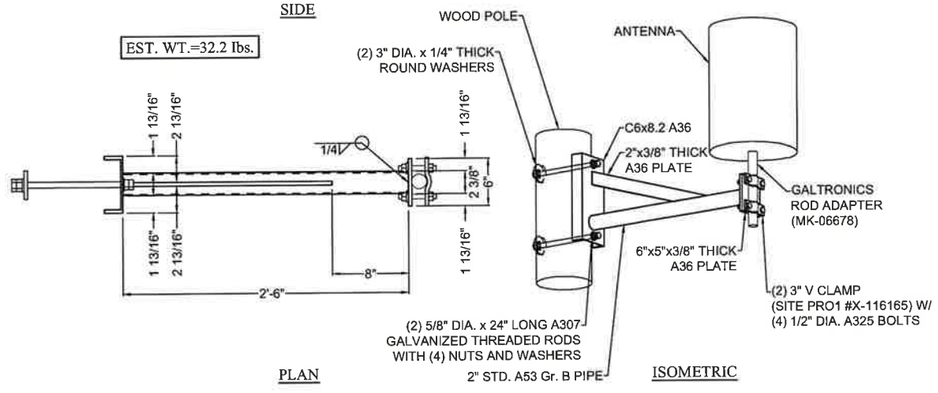
NOTE: ALL INSTALLATIONS SHALL BE MADE IN COMPLIANCE WITH ALL APPLICABLE CODES INCLUDING THE NATIONAL ELECTRICAL SAFETY CODE (NESC), NATIONAL ELECTRICAL CODE (NEC), AND WITH LOCAL WIRING INSPECTOR REQUIREMENTS.

2 / Z-4 UTILITY POLE LAYOUTS
SCALE: NTS

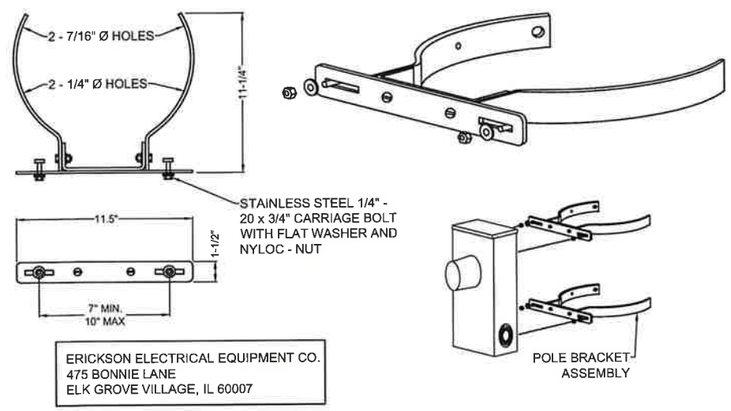




EST. WT.=32.2 lbs.



3 / Z-4 POLE SIDE ANTENNA MOUNT (OR APPROVED EQUAL)
SCALE: N.T.S.



ERICKSON ELECTRICAL EQUIPMENT CO.
475 BONNIE LANE
ELK GROVE VILLAGE, IL 60007

4 / Z-4 ELECTRIC METER MOUNTING BRACKET (PBAL-12) - ERICKSON
SCALE: NTS

verizon

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

COSTICH ENGINEERING
217 LAKE AVENUE ROCHESTER, NY 14608 (585) 456-3020
- CIVIL ENGINEERING
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- LANDSCAPE ARCHITECTURE

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PROJECT MANAGER	DRAWN BY
C.D.M.	B.P.K.

STATE OF NEW YORK
MICHAEL O RITCHIE
096184
LICENSED PROFESSIONAL ENGINEER

SITE INFORMATION

LEVAN AVE
ZONING DRAWINGS
PROJECT ID: #17528428
MDG LOCATION ID: 5000348182

CITY OF LOCKPORT
COUNTY OF NIAGARA
STATE OF NEW YORK

SHEET TITLE

DETAILS

C.E. JOB NUMBER	SHEET NUMBER
9118.01	Z-4

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 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless - Levan Ave - Proposed small cell utility pole with side mounted antenna		
Project Location (describe, and attach a general location map): Located in the NYS DOT R.O.W. - Adjacent to: 485 East Ave, Lockport, NY 14094 (City of Lockport, Niagara County)		
Brief Description of Proposed Action (include purpose or need): Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless is proposing to utilize an existing 50'+/- utility pole (43'+/- AGL) within the NYS DOT right-of-way. A side mount Cantenna will be installed, with an antenna centerline of 31.67'+/-, and an overall height of 32.7'+/- AGL. The proposal also includes an equipment cabinet mounted at 10'+/- AGL (bottom of cabinet) to house (2) Radios (RRH's), (1) 2KW Delta Power Supply Units, as well as the installation of electric, fiber, cable routing infrastructure, and ground rods with conductors.		
Name of Applicant/Sponsor: Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless	Telephone: margaret.hayes2@verizonwireless.com E-Mail: Margaret Hayes - Cell (585) 208-6813	
Address: 1275 John Street		
City/PO: West Henrietta	State: NY	Zip Code: 14586
Project Contact (if not same as sponsor; give name and title/role): Nixon Peabody, LLC - Jared Lusk, Esq.	Telephone: 585-263-1333 E-Mail: JLusk@nixonpeabody.com	
Address: 211 High Point Drive, Suite 100		
City/PO: Victor	State: NY	Zip Code: 14564
Property Owner (if not same as sponsor): NYS DOT Right-of-Way	Telephone: E-Mail:	
Address: Utility pole (No Tag) adjacent to: 485 East Avenue		
City/PO: Lockpot	State: NY	Zip Code: 14094

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, or Village Board of Trustees ☐Yes☐No		
b. City, Town or Village Planning Board or Commission ☑Yes☐No	City of Lockport - Planning Board - Site Plan Approval	December 2025
c. City, Town or Village Zoning Board of Appeals ☑Yes☐No	City of Lockport - Zoning Board of Appeals - Use Variance	December 2025
d. Other local agencies ☐Yes☐No		
e. County agencies ☐Yes☐No		
f. Regional agencies ☐Yes☐No		
g. State agencies ☑Yes☐No	NYSDOT Permitting	December 2025
h. Federal agencies ☐Yes☐No		
i. Coastal Resources. *i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No *ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No *iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑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? • **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	☐Yes☑No
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?) If Yes, identify the plan(s): NYS Heritage Areas:West Erie Canal Corridor	☑Yes☐No
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? If Yes, identify the plan(s):	☐Yes☑No

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?
R1 - RESIDENTIAL

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

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Lockport City School District

b. What police or other public protection forces serve the project site?
Lockport Police Department, NYS Police Lockport Barracks, Niagara County Sheriffs Department

c. Which fire protection and emergency medical services serve the project site?
Lockport Fire Department, South Lockport Fire Company - Station 1

d. What parks serve the project site?
Veterans Memorial Park, Desales Athletic Field

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)? Proposed replacement utility pole with side mounted cantenna in the NYSDOT Right-of-Way

b. a. Total acreage of the site of the proposed action? NYSDOT R.O.W. acres
b. Total acreage to be physically disturbed? 0.001± acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 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: 3 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? ☐Yes ☑No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 43.5'+/- height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: N/A 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? ☐Yes ☑No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐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) ☐Yes ☑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?

- 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? ☐Yes ☐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? ☐Yes ☐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? ☐Yes ☑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

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

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

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

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

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

_____

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

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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

_____

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

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

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

If Yes, identify:

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

Construction Equipment

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

N/A

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

N/A

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

If Yes:

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

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
88 kwh

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
Local Utility

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:
- Monday - Friday: 7am - 6pm
- Saturday: 7am - 6pm
- Sunday: N/A
- Holidays: N/A

ii. During Operations:
- Monday - Friday: 24 Hours
- Saturday: 24 Hours
- Sunday: 24 Hours
- Holidays: 24 Hours

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Proposed transferred streetlight at 25' +/- AGL

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ 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): Hospital

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			0
• Forested			0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			0
• Agricultural (includes active orchards, field, greenhouse etc.)			0
• Surface water features (lakes, ponds, streams, rivers, etc.)			0
• Wetlands (freshwater or tidal)			0
• Non-vegetated (bare rock, earth or fill)			0
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No

i. If Yes: explain: V

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? ☑Yes ☐No

If Yes,

i. Identify Facilities:

Hospital - Eastern Niagara Hospital - 521 East Ave, Lockport, NY 14094 ; Washington Hunt Elementary Schoo

e. Does the project site contain an existing dam? ☐Yes ☑No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

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? ☐Yes ☑No

If Yes:

i. Has the facility been formally closed? ☐Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

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? ☐Yes ☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

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? ☐Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☑No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- 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? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >7 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: CnB - Collamer Silt Loam 100 %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: 1.5-2 feet

e. Drainage status of project site soils:
☐ Well Drained: ____% of site
☑ Moderately Well Drained: 100 % of site
☐ Poorly Drained ____% of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: ____% of site
☐ 15% or greater: ____% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑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)? ☐Yes ☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☑No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- 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? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☐Yes ☑No

k. Is the project site in the 500-year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:
Small Mammals Birds

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: acres
- Following completion of project as proposed: acres
- Gain or loss (indicate + or -): acres

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? ☐ Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

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? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

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? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☑ Historic Building or District

ii. Name: Washington Hunt Elementary School - 50 Rogers Ave, LOCKPORT NY (Historic Property)

iii. Brief description of attributes on which listing is based:

Listed on CRIS Database as a Historical Property - Architecture

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? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name Bell Atlantic Mobile Systems, LLC Date 11/4/2025

Signature Christopher D. Miles Title Project Manager, Costich Engineering D.P.C.

PRINT FORM

EAF Mapper Summary Report

Tuesday, November 4, 2025 12:29 PM

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

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

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

14-14-11 (9/95)-9c

617.20
Appendix B
State Environmental Quality Review
Visual EAF Addendum

SEQR

Levan Ave.
Project No 9118.01
10/27/2025

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

Visibility	**Distance Between Project and Resource (in Miles)**				
1. Would the project be visible from:	0-1/4	1/4-1/2	1/2-3	3-5	5+
A.) A parcel of land which is dedicated to and available to the public for the use, enjoyment and appreciation of natural or man-made scenic qualities?	■	☐	☐	☐	☐
B.) An overlook or parcel of land dedicated to public observation, enjoyment and appreciation of natural or man-made scenic qualities?	■	☐	☐	☐	☐
C.) A site or structure listed on the National or State Registers of Historic Places?	☐	☐	☐	☐	☐
D.) State Parks?	☐	☐	☐	☐	☐
E.) The State Forest Preserve?	☐	☐	☐	☐	☐
F.) National Wildlife Refuges and state game refuges?	☐	☐	☐	☐	☐
G.) National Natural Landmarks and other outstanding natural features?	☐	☐	☐	☐	☐
H.) National Park Service lands?	☐	☐	☐	☐	☐
J.) Rivers designated as National or State Wild, Scenic or Recreational?	☐	☐	☐	☐	☐
K.) Any transportation corridor of high exposure, such as part of the Interstate System, or Amtrak?	☐	☐	☐	☐	☐
L.) A governmentally established or designated interstate or inter-county foot trail, or one formally proposed for establishment or designation?	☐	☐	☐	☐	☐
M.) A site, area, lake, reservoir or highway designated as scenic?	☐	☐	☐	☐	☐
N.) Municipal Park, or designated open space?	■	☐	☐	☐	☐
P.) County Road? *	☐	☐	☐	☐	☐
R.) State? *	■	☐	☐	☐	☐
S.) Local Road? *	■	☐	☐	☐	☐

2. Is the visibility of the project seasonal? (i.e. screened by summer foliage, but visible during other seasons?
☐ Yes ■ No

3. Are any of the resources checked in questions 1 used by the public during the time of year during which the project will be visible?
■ Yes ☐ No

DESCRIPTION OF EXISTING VISUAL ENVIRONMENT

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

	Within *1/4 mile	Within * 1 mile
Essentially undeveloped	☐	☐
Forested	☐	☐
Agricultural	☐	☐
Suburban residential	■	☐
Industrial	☐	☐
Commercial	■	☐
Urban	☐	☐
River, Lake, Pond	☐	☐
Cliffs, Overlooks	☐	☐
Designated Open Space	■	☐
Flat	■	☐
Hilly	☐	☐
Mountainous	☐	☐
Other	☐	☐

5. Are there visually similar projects within:

* 1/4 mile	☐ Yes	■ No *
* 1 mile	☐ Yes	■ No *
* 1 ½ miles	■ Yes	☐ No *
* 3 miles	■ Yes	☐ No *

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

EXPOSURE

6. The annual number of viewers likely to observe the proposed project is **61,320***

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

CONTEXT

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

Activity	**FREQUENCY**			
	Daily	**Weekly**	**Holidays/ Weekends**	**Seasonally**
Travel to and from work	■	☐	☐	☐
Involved in recreational activities	■	☐	☐	☐
Routine travel by residents	■	☐	☐	☐
At a residence	■	☐	☐	☐
At worksite	■	☐	☐	☐
Other	☐	☐	☐	☐

***Refer to attached sheet**

SUPPLEMENTAL DATA FOR VISUAL EAF ADDENDUM

1. (A, B, N): Veterans Memorial Park

1P.) County

County Roads	Distance Between Project & Resource (Miles)	County Roads	Distance Between Project & Resource (Miles)

1R.) State Roads

State Roads	Distance Between Project & Resource (Miles)
SR 31, East Ave.	0.0 – 0.1

1S.) Local Roads

Local Road(s)	Distance Between Project & Resource (Miles)	Local Road(s)	Distance Between Project & Resource (Miles)
Harrison Ave.	0.05	Levan Ave.	0.03 – 0.1
E. Union St.	0.13 – 0.14		

Area		**= Est. # of Viewers**
Estimate Traffic: State Rte. 31, East Ave.	6623 x 10%	= 662

Total Average Daily Viewers	= 662
	x 365 days per year
Total Estimated Viewers per Year	**= *241,630/ year***

ULS License

Cellular License - KNKA203 - Bell Atlantic Mobile Systems LLC

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

Market

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

Dates

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

Five Year Buildout Date

08/03/1998

ECIP Information

ECIP Flag

Small Carrier or Tribal Nation Transaction

Rural-Focused Transaction

ECIP Dates

5-Year Holding Period Begins

5-Year Holding Period Ends

Required Operational Filing Dates

IORN Operation Begin Date

FORN Deadline Date

FORN Filed Date

Control Points

2 500 W. Dove Rd, TARRANT, Southlake, TX
P: (800)264-6620

Licensee

FRN	0029635588	Type	Limited Liability Company

Licensee

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

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

Contact

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

P:(770)797-1070
E:licensingcompliance@verizonwireless.com

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

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

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

Demographics

Race

Ethnicity

Gender

ULS License

PCS Broadband License - KNLH447 - Cellco Partnership

This license has pending applications: 0007966578

Call Sign	KNLH447	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

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

Reserved Spectrum

Reserved Spectrum

Market

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

Dates

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

Buildout Deadlines

1st	06/27/2002	2nd	

Notification Dates

1st	05/14/2002	2nd	

Licensee

FRN	0003290673	Type	Partnership

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

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

Contact

Cellco Partnership
Licensing - Manager
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022
ATTN Regulatory

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

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

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

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

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race	
Ethnicity	Gender

ULS License

PCS Broadband License - WQJU897 - Rural Cellular Corporation

Call Sign	WQJU897	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

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

Reserved Spectrum

Reserved Spectrum

Market

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

3.7 GHz License Type	3.7 GHz Linked License

Dates

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

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

ECIP Information

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

ECIP Dates

5-Year Holding Period Begins	5-Year Holding Period Ends

Required Operational Filing Dates

IORN Operation Begin Date	FORN Deadline Date	FORN Filed Date

Licensee

FRN	0003715919	Type	Corporation

Licensee

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

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

Contact

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

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

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership

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

The Alien Ruling question is not answered.

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

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race	
Ethnicity	Sex

ULS License

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

This license has pending applications: 0008657811

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

Rural Service Provider Bidding Credit

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

Reserved Spectrum

Reserved Spectrum

Market

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

Dates

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

Buildout Deadlines

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

Notification Dates

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

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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

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

Contact

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

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

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

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

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

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

NYSEG

WIRELESS COMMUNICATION EQUIPMENT

POLE ATTACHMENT AGREEMENT

Between

NEW YORK STATE ELECTRIC & GAS CORPORATION

and

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

TABLE OF CONTENTS

WIRELESS COMMUNICATION EQUIPMENT POLE ATTACHMENT AGREEMENT

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

WITNESSETH:

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

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

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

Article 1.0 DEFINITIONS.

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

Article 2.0 LICENSE.

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

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

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

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

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

Article 3.0 ATTACHMENT SCOPE, STANDARDS, AND REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 4.0 TERM OF AGREEMENT

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

Article 5.0 APPLICATIONS AND PRE-CONSTRUCTION MAKE-READY

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

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

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

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

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

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

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

Article 6.0 ATTACHMENT OF WIRELESS COMMUNICATION EQUIPMENT

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

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

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

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

Article 7.0 POST-CONSTRUCTION AND PERIODIC INSPECTIONS

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

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

Article 8.0 LICENSEE ACCESS TO AND UTILIZATION OF THE ELECTRIC SPACE

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

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

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

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

Article 9.0 REMOVALS, TRANSFER OR RELOCATION OF WIRELESS COMMUNICATION EQUIPMENT

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

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

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

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

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

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

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

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

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

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

Article 10.0 MITIGATING RADIO FREQUENCY RISK & INTERFERENCE

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

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

Article 11.0 WORKER PROTECTION

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

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

Article 12.0 WIRELESS RENTAL FEE

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

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

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

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

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

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

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

Article 13.0 LIABILITIES AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

Article 14.0 INSURANCE AND BOND

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

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

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

and Products/Completed Operations coverage.

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

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

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

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

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

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

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

Article 15.0 DEFAULTS, TERMINATION AND OTHER REMEDIES.

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

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

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

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

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

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

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

Article 16.0 ASSIGNMENTS OF RIGHTS

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

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

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

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

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

Article 17.0 REPRESENTATIONS AND WARRANTIES

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

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

Article 18.0 FORCE MAJEURE

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

Article 19.0 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

If to Licensor:

Agreement / Contract Notifications / Insurance:

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

Copy to:

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

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

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

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

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

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

By:_____ Date: 8/1/2017

Robert Perkins
Manager, Joint Use of Plant

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

By: Tamara Feck Date: 8-14-17

Tamara Feck
Manager Programs/Projects

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

By:_____ Date: 7/26/17

Printed Name: Lynn Cox

Title: Vice President Field Network

Exhibit A -Application and License [Sheet 1]

Licensor:
New York State Electric & Gas
1) Division:
Email to NYSEG Call Center:
nysegesi@nyseg.com

Licensee:
2)
Attn:
Address:
3) Date of Application: 4) No. of Poles:
5) Prepared By: Tel#

To Be Filled in by NYSEG
6) SAP Debtor Code:
8) Pole Attachment Agreement Date:
9) Effective Date of License:
(10) Current Annual Rental Rate: $
(11) NYSEG Make-Ready Work Order No(s): Eng.
(12) Prepared By:
7) SAP Notification No(s): Wireless:
Wireline:
Electric Service:
(13) License No:
per attachment
Con:
Appr By:

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

AVANGRID

Exhibit A – Application and License [Sheet 2]

Instructions for Wireless Telecommunications Company

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

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

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

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

Exhibit B - Standard and Specifications [Sheet 1]

NOTES:

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

ANSI A

CADD Drawing, DO NOT REVISE MANUALLY.

AVANGRID

NYSEG/RGE STANDARD FOR
WIRELESS DAS EQUIPMENT INSTALLATION

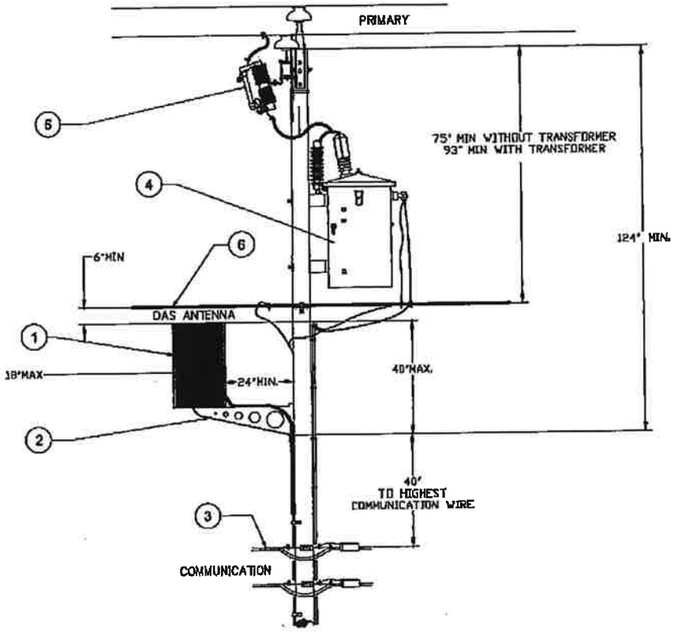
DISTRIBUTION CONSTRUCTION STANDARDS

REV.	DATE	BY	DESCRIPTION	APP.
00	07/29/16	E.N.W	INITIAL DRAWING	

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

AVANGRID

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



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

ANSI A CADD Drawing, DO NOT REVISE MANUALLY.

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AVANGRID

NYSEG/RGE 15kV STANDARD FOR WIRELESS DAS EQUIPMENT INSTALLATION

DISTRIBUTION CONSTRUCTION STANDARDS

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

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

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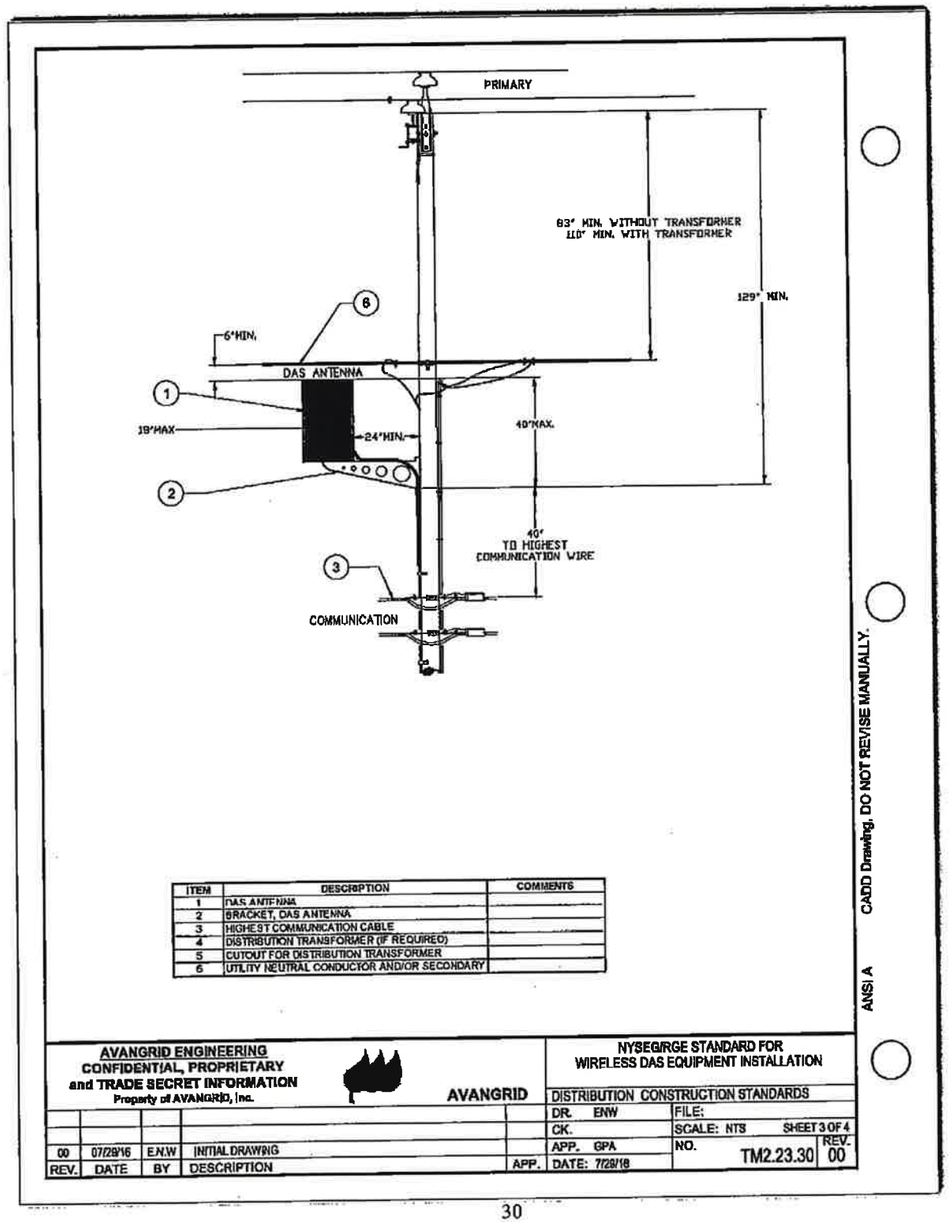
Exhibit B -Standard and Specifications [Sheet 3-35kv]



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

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NYSEG/RGE STANDARD FOR
WIRELESS DAS EQUIPMENT INSTALLATION

DISTRIBUTION CONSTRUCTION STANDARDS

REV.	DATE	BY	DESCRIPTION	APP.
00	07/29/16	E.N.W	INITIAL DRAWING	

DR. ENW
CK.
APP. GPA
DATE: 7/29/16

FILE:
SCALE: NTS
SHEET 3 OF 4
NO. TM2.23.30
REV. 00

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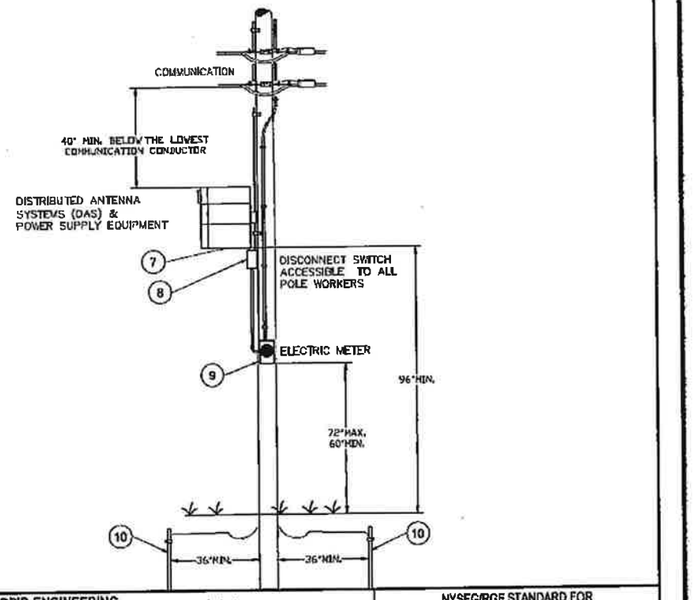
Exhibit B -Standard and Specifications [Sheet 4]

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



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NYSEG/RGE STANDARD FOR WIRELESS DAS EQUIPMENT INSTALLATION

DISTRIBUTION CONSTRUCTION STANDARDS

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

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

AVANGRID

Exhibit C - Make-Ready Scheduling

Steps [20 Pole Limitation per Application]

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

Notes:

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

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

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

EXHIBIT E -Definitions

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

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

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

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

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

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

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

"Effective Date" means the date of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTENTS

1.0 INTRODUCTION

The final installation will consist of a 50-foot-tall proposed wood pole (Class 2 or better) that is embedded 7.0 feet below the existing grade. The objective of this report is to assess the capacity of the proposed structure for supporting the final installation. This report is limited to the analysis of the proposed wood pole only.

The analysis is based on the following documents:

- Construction Drawings by Costich Engineering, dated October 9, 2025;
- Radio Frequency Data Sheet by Verizon Wireless, dated October 8, 2025;
- Site Visit Photos by Costich Engineering, dated June 3, 2025.

2.0 EXISTING AND PROPOSED EQUIPMENT

Table 1 – Existing and Proposed Equipment Information

Pole Length (ft)	Equipment Centerline (ft)	Q-ty	Equipment Manufacturer	Equipment Model	Number of Feed Lines	Feed Line Size (in)	Notes
50.0	32.83	1	-	Service Head	1	1-1/4" Riser	1
	31.67	1	Galtronics	GQ2422-07485			
	29.5	1	-	Pole Side Antenna Mount			3
	25.0	1	-	Streetlight			
	16.0	1	Anixter	COYLCC-F005			
	12.0	1	-	Equipment Cabinet	1	2" U-Guard	
		1	Delta	1.8Kw Power Supplie			
		1	Samsung	RT4424-77A	12	1/2" Coax Cables	1, 2
		1	Samsung	B2/B66A RRH ORAN (RF4439d-25A)			
	8.52	1	Schneider Electric	Square D QO612L100RB			
	6.0	1	Milbank	U9801-R			

Notes:

1) Proposed equipment.
2) All RRH units to be mounted into the proposed equipment cabinet.
3) Existing equipment.

Table 2 – Existing and Proposed Lines Information

Attachment Height	Attachment Name	Line Type	Direction	Notes
43.5	Primary	Power	NE, SW	2
42.0	Primary	Power	NE, SW	
34.67	Secondary	Power	NE, SW	
34.0	Secondary	Power	NE, SW	
33.33	Secondary	Power	NE, SW	
24.0	Fiber	Communication	NE, SW	1
23.0	Fiber	Communication	NE, SW	2
22.0	Fiber	Communication	NE, SW	
21.0	CATV	Communication	NE, SW	
20.0	Fiber	Communication	NE, SW	
19.0	Fiber	Communication	NE, SW	

Notes:

1) Proposed lines.
2) Transferred lines.

3.0 ANALYSIS AND ASSUMPTIONS

The proposed utility pole was evaluated by O-Calc Pro version 8.0.2.12 Pole Loading Analysis software.

The analysis assumes that utilities and equipment will be properly installed and well maintained. It also assumes the utility pole will be installed in accordance with the industry standard construction procedures and specifications. It also assumes the wire types and diameters based on photos of the existing pole.

No conclusions, expressed or implied, shall indicate that Albul Engineering has made an evaluation of the original design, materials, fabrication, or potential erection deficiencies. In addition, the conclusions expressed herein are based upon the information contained within the aforementioned documents. Any information contrary to that assumed for the purpose of preparing this report could alter the findings and conclusions as stated.

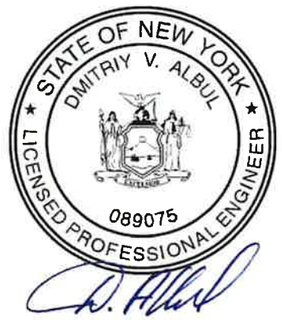
4.0 RESULTS AND CONCLUSIONS

Based on the results of the structural analysis, we have found that the proposed wood pole is **adequate** to support proposed loading. The structure would be loaded to the following capacities:

Pole Rating: **56.4%**

Should you have any questions or need any clarifications about this report, please contact Albul Engineering at (716) 800-1364.

Sincerely,
Albul Engineering, LLC



Dmitriy Albul, P.E.
New York Professional Engineer
License Number: 089075

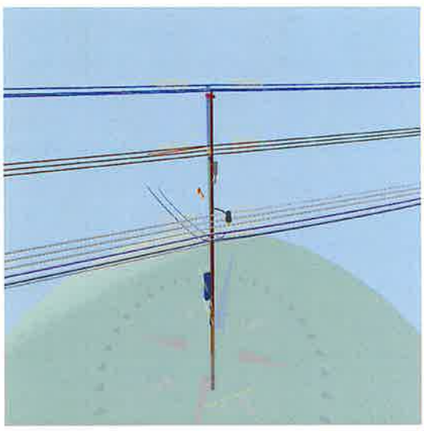
10-13-25
Expiration Date: 04-30-28
Albul Engineering LLC / COA:PB 106682

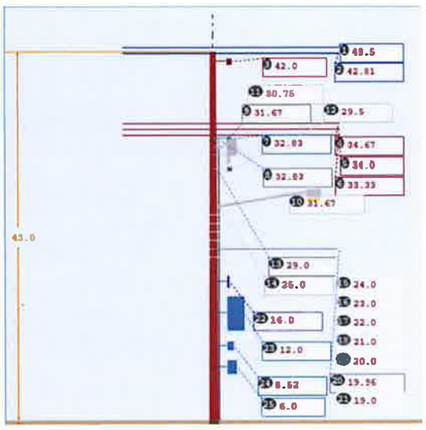
APPENDIX A: PHOTO AND CALCULATIONS

EXISTING WOOD POLE LOCATION

O-Calc® Pro *Analysis Report*

Pole Num:	**N/A**	Pole Length / Class:	**50 / 2**	Code:	**NESC**	Structure Type:	**Unguyed Tangent**
Aux Data 1	**Levan Ave**	Species:	**SOUTHERN PINE**	NESC Rule:	**Rule 250B**	Status	**Unguyed**
Aux Data 2	**17528428**	Setting Depth (ft):	**7.0**	Construction Grade:	**C**	Pole Strength Factor:	**0.85**
Aux Data 3	**485 East Avenue**	G/L Circumference (in):	**41.61**	Loading District:	**Heavy**	Transverse Wind LF:	**1.75**
Aux Data 4	**Lockport, NY**	G/L Fiber Stress (psi):	**8,000**	Ice Thickness (in):	**0.50**	Wire Tension LF:	**1.00**
Aux Data 5	**Verizon Wireless**	Allowable Stress (psi):	**6,800**	Wind Speed (mph):	**39.53**	Vertical LF:	**1.90**
Aux Data 6	**Unset**	Fiber Stress Ht. Reduc:	**No**	Wind Pressure (psf):	**4.00**		
Latitude:	**43.176267**	Longitude:	**-78.671583**	Elevation:	**623'**		





Pole Capacity Utilization (%)		Height (ft)	Wind Angle (deg)
Maximum	**56.4**	0.0	329.3
Groundline	**56.4**	0.0	329.3
Vertical	**18.1**	23.9	329.3

Pole Moments (ft-lb)		Load Angle (deg)	Wind Angle (deg)
Max Cap Util	**71,808**	326.4	329.3
Groundline	**71,808**	326.4	329.3
GL Allowable	**129,296**		
Overturn	**97,690**		

* Includes Load Factor(s)

[2] Worst Wind Per Guy Wire

[3] Wind At 329.3°

Groundline Load Summary - Reporting Angle Mode: Load - Reporting Angle: 326.4°

	Shear Load* (lbs)	Applied Load (%)	Bending Moment (ft-lb)	Applied Moment (%)	Pole Capacity (%)	Bending Stress (+/- psi)	Vertical Load (lbs)	Vertical Stress (psi)	Total Stress (psi)	Pole Capacity (%)
Powers	900	30.7	**33,365**	46.5	**25.8**	**1,786**	1,123	8	**1,794**	**26.4**
Comms	1,534	52.4	**30,680**	42.7	**23.7**	**1,642**	2,805	20	**1,662**	**24.4**
GenericEquipments	135	4.6	**1,764**	2.5	**1.4**	**94**	578	4	**99**	**1.5**
Pole	266	9.1	**5,548**	7.7	**4.3**	**297**	3,067	22	**319**	**4.7**
Crossarms	3	0.1	**-39**	-0.1	**0.0**	**-2**	189	1	**-1**	**0.0**
Streetlights	36	1.2	**-691**	-1.0	**-0.5**	**-37**	180	1	**-36**	**-0.5**
Risers	50	1.7	**994**	1.4	**0.8**	**53**	144	1	**54**	**0.8**
Insulators	5	0.2	**188**	0.3	**0.2**	**10**	116	1	**11**	**0.2**
Pole Load	2,927	100.0	**71,808**	100.0	**55.5**	**3,843**	8,203	60	**3,903**	**57.4**
Pole Reserve Capacity			**57,488**		**44.5**	**2,957**			**2,897**	**42.6**

Load Summary by Owner - Reporting Angle Mode: Load - Reporting Angle: 326.4°

	Shear Load* (lbs)	Applied Load (%)	Bending Moment (ft-lb)	Applied Moment (%)	Pole Capacity (%)	Bending Stress (+/- psi)	Vertical Load (lbs)	Vertical Stress (psi)	Total Stress (psi)	Pole Capacity (%)
<Undefined>	2,305	78.8	**59,804**	83.3	**46.3**	**3,201**	3,952	29	**3,230**	**47.5**
Verizon Wireless	356	12.2	**6,456**	9.0	**5.0**	**346**	1,183	9	**354**	**5.2**
NYSEG	266	9.1	**5,548**	7.7	**4.3**	**297**	3,067	22	**319**	**4.7**
Totals:	2,927	100.0	**71,808**	100.0	**55.5**	**3,843**	8,203	60	**3,903**	**57.4**

Detailed Load Components:

Power		Owner	Height (ft)	Horiz. Offset (in)	Cable Diameter (in)	Sag at Max Temp (ft)	Cable Weight (lbs/ft)	Lead/Span Length (ft)	Span Angle (deg)	Wire Length (ft)	Tension (lbs)	Tension Moment* (ft-lb)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Primary	AAAC 246.9 KCM ALLIANCE		43.50	3.98	0.5630	0.10	0.230	105.0	60.0	105.0	3,000	-8,297	-25	2,079	-6,242
Primary	AAAC 246.9 KCM ALLIANCE		43.50	3.98	0.5630	0.16	0.230	130.0	240.0	130.0	3,000	8,297	-30	2,574	10,840
Primary	AAAC 246.9 KCM ALLIANCE		42.81	45.37	0.5630	0.10	0.230	105.0	60.0	105.0	3,000	-8,166	-330	2,046	-6,450
Primary	AAAC 246.9 KCM ALLIANCE		42.81	45.37	0.5630	0.16	0.230	130.0	240.0	130.0	3,000	8,166	-409	2,533	10,291
Primary	AAAC 246.9 KCM ALLIANCE		42.81	45.37	0.5630	0.10	0.230	105.0	60.0	105.0	3,000	-8,166	335	2,046	-5,784
Primary	AAAC 246.9 KCM ALLIANCE		42.81	45.37	0.5630	0.16	0.230	130.0	240.0	130.0	3,000	8,166	415	2,533	11,114

Secondary	AAAC 1/0 AWG 7 STRAND Azusa	34.67	6.74	0.3980	0.22	0.116	105.0	60.0	105.0	1,400	-3,084	38	1,481	-1,565
Secondary	AAAC 1/0 AWG 7 STRAND Azusa	34.67	6.74	0.3980	0.33	0.116	130.0	240.0	130.0	1,400	3,084	47	1,834	4,965
Secondary	TRIPLEX 6 AWG	34.67	6.74	0.5800	0.54	0.113	55.0	315.0	55.0	300	10,091	44	43	10,178
Secondary	AAAC 1/0 AWG 7 STRAND Azusa	34.00	6.78	0.3980	0.22	0.116	105.0	60.0	105.0	1,400	-3,025	38	1,453	-1,534
Secondary	AAAC 1/0 AWG 7 STRAND Azusa	34.00	6.78	0.3980	0.33	0.116	130.0	240.0	130.0	1,400	3,025	47	1,798	4,870
Secondary	AAAC 1/0 AWG 7 STRAND Azusa	33.33	6.82	0.3980	0.22	0.116	105.0	60.0	105.0	1,400	-2,965	38	1,424	-1,503
Secondary	AAAC 1/0 AWG 7 STRAND Azusa	33.33	6.82	0.3980	0.33	0.116	130.0	240.0	130.0	1,400	2,965	47	1,763	4,775
										Totals:	**10,091**	**256**	**23,608**	**33,955**

Comm		**Owner**	**Height (ft)**	**Horiz. Offset (in)**	**Cable Diameter (in)**	**Sag at Max Temp (ft)**	**Cable Weight (lbs/ft)**	**Lead/Span Length (ft)**	**Span Angle (deg)**	**Wire Length (ft)**	**Tension (lbs)**	**Tension Moment* (ft-lb)**	**Offset Moment* (ft-lb)**	**Wind Moment* (ft-lb)**	**Moment at GL* (ft-lb)**
Overlashed Bundle	1/4" EHS	Verizon Wireless	24.00	7.65	0.2500	0.18	0.121	105.0	60.0	105.0	2,330	-3,553	-40	1,151	-2,442
Fiber	BELOPTIX AT072 - 72 FIBERS - ARMORED (0.657)	Verizon Wireless	24.00	7.65	0.6570		0.190	105.0	60.0	105.0			-44	417	373
Overlashed Bundle	1/4" EHS	Verizon Wireless	24.00	7.65	0.2500	0.38	0.121	130.0	240.0	130.0	2,330	3,553	-65	1,711	5,199
Fiber	BELOPTIX AT072 - 72 FIBERS - ARMORED (0.657)	Verizon Wireless	24.00	7.65	0.6570		0.190	130.0	240.0	130.0			-70	799	729
Overlashed Bundle	1/4" EHS		23.00	7.71	0.2500	0.22	0.121	105.0	60.0	105.0	2,330	-3,405	-51	1,291	-2,165
Fiber	Fiber Drop 100' 0.470" 2-60 FIBERS Round ADSS (Self-Supporting)		23.00	7.71	0.4700		0.064	105.0	60.0	105.0			-47	586	538
Overlashed Bundle	1/4" EHS		23.00	7.71	0.2500	0.33	0.121	130.0	240.0	130.0	2,330	3,405	-63	1,599	4,941
Fiber	Fiber Drop 100' 0.470" 2-60 FIBERS Round ADSS (Self-Supporting)		23.00	7.71	0.4700		0.064	130.0	240.0	130.0			-58	725	667
Overlashed Bundle	1/4" EHS		22.00	7.77	0.2500	0.22	0.121	105.0	60.0	105.0	2,330	-3,257	-51	1,235	-2,073
Fiber	Fiber Drop 100' 0.470" 2-60 FIBERS Round ADSS (Self-Supporting)		22.00	7.77	0.4700		0.064	105.0	60.0	105.0			-47	560	512
Overlashed Bundle	1/4" EHS		22.00	7.77	0.2500	0.33	0.121	130.0	240.0	130.0	2,330	3,257	-63	1,529	4,723
Fiber	Fiber Drop 100' 0.470" 2-60 FIBERS Round ADSS (Self-Supporting)		22.00	7.77	0.4700		0.064	130.0	240.0	130.0			-59	693	634
Overlashed Bundle	1/4" EHS		21.00	7.83	0.2500	0.45	0.121	105.0	60.0	105.0	2,330	-3,109	-54	1,272	-1,891

CATV	COAX 18 AWG SERIES 6 NUMBER 9116	21.00	7.83	0.2700		0.037	105.0	60.0	105.0			-49	627	578
CATV	CATV .50	21.00	7.83	0.5700		0.600	105.0	60.0	105.0			-85	644	559
Overlashed Bundle	1/4" EHS	21.00	7.83	0.2500	0.60	0.121	130.0	240.0	130.0	2,330	3,109	-56	1,400	4,454
CATV	COAX 18 AWG SERIES 6 NUMBER 9116	21.00	7.83	0.2700		0.037	130.0	240.0	130.0			-49	603	553
CATV	COAX 18 AWG SERIES 6 NUMBER 9116	21.00	60.51	0.2700	0.94	0.037	55.0	320.0	55.0	328	6,470	-1	7	6,476
CATV	CATV .50	21.00	7.83	0.5700		0.600	130.0	240.0	130.0			-94	617	523
Overlashed Bundle	1/4" EHS	20.00	7.89	0.2500	0.58	0.121	105.0	60.0	105.0	2,330	-2,961	-93	1,739	-1,315
Telco	TELE 1.5	20.00	7.89	1.5000		0.900	105.0	60.0	105.0			-144	1,114	971
Overlashed Bundle	1/4" EHS	20.00	7.89	0.2500	0.71	0.121	130.0	240.0	130.0	2,330	2,961	-78	1,590	4,474
Telco	TELE 1.5	20.00	7.89	1.5000		0.900	130.0	240.0	130.0			-141	829	689
Telco	COAX 20 AWG SERIES 59 NUMBER 9104	20.00	7.89	0.2370	1.18	0.026	55.0	320.0	55.1	10	198	16	7	222
Overlashed Bundle	1/4" EHS	19.00	7.95	0.2500	0.19	0.121	105.0	60.0	105.0	2,330	-2,813	47	987	-1,779
Fiber	Fiber Drop 100' 0.510" 24 FIBERS Flat (Dielectric)	19.00	7.95	0.5100		0.078	105.0	60.0	105.0			44	405	449
Overlashed Bundle	1/4" EHS	19.00	7.95	0.2500	0.29	0.121	130.0	240.0	130.0	2,330	2,813	33	964	3,811
Fiber	Fiber Drop 100' 0.510" 24 FIBERS Flat (Dielectric)	19.00	7.95	0.5100		0.078	130.0	240.0	130.0			30	245	275
Telco	COAX 20 AWG SERIES 59 NUMBER 9104	19.00	7.95	0.2370		0.026	130.0	240.0	130.0			26	244	270
Telco	COAX 20 AWG SERIES 59 NUMBER 9104	19.00	7.95	0.2370		0.026	130.0	240.0	130.0			26	244	270
										Totals:	**6,668**	**-1,279**	**25,833**	**31,222**

GenericEquipment		**Owner**	**Height (ft)**	**Horiz. Offset (in)**	**Offset Angle (deg)**	**Rotate Angle (deg)**	**Unit Weight (lbs)**	**Unit Height (in)**	**Unit Depth (in)**	**Unit Diameter (in)**	**Unit Length (in)**	**Offset Moment* (ft-lb)**	**Wind Moment* (ft-lb)**	**Moment at GL* (ft-lb)**
Box	Service Head	Verizon Wireless	32.83	7.60	240.0	0.0	10.00	6.00	6.00	--	6.00	1	92	93
Cylinder	Pipe Mount	Verizon Wireless	30.75	30.18	60.0	0.0	29.22	24.00	--	5.00	--	-140	172	32
Cylinder	GQ2422-07485	Verizon Wireless	31.67	30.24	145.1	0.0	27.00	24.00	--	14.50	--	-129	498	369
Box	Anixter COYLCC-F005	Verizon Wireless	16.00	6.39	150.0	0.0	10.00	17.00	1.50	--	3.00	-10	63	53
Box	Mounting Cabinet	Verizon Wireless	12.00	18.54	240.0	0.0	195.85	48.00	25.30	--	24.00	37	1,132	1,168
Box	D QO612L100RB H	Verizon Wireless	8.52	8.10	240.0	0.0	10.00	12.64	4.00	--	8.90	1	33	34

* Includes Load Factor(s)

[2] Worst Wind Per Guy Wire

[3] Wind At 329.3°

Box	MILBANK U9801-R	Verizon Wireless	6.00	8.69	240.0	0.0	22.00	19.00	4.88	--	13.00	2	43	45
											Totals:	**-239**	**2,034**	**1,795**

Crossarm		**Owner**	**Height (ft)**	**Horiz. Offset (in)**	**Offset Angle (deg)**	**Rotate Angle (deg)**	**Unit Weight (lbs)**	**Unit Height (in)**	**Unit Depth (in)**	**Unit Length (in)**	**Offset Moment* (ft-lb)**	**Wind Moment* (ft-lb)**	**Moment at GL* (ft-lb)**
Normal	Crossarm		42.00	5.79	240.0	240.0	53.00	4.50	3.50	96.00	3	52	56
Offset	Proposed Side Mount	Verizon Wireless	29.50	1.81	60.0	60.0	46.30	4.00	4.00	36.00	-133	37	-96
										Totals:	**-129**	**89**	**-40**

Streetlight		**Owner**	**Height (ft)**	**Horiz. Offset (in)**	**Offset Angle (deg)**	**Rotate Angle (deg)**	**Unit Weight (lbs)**	**Unit Height (in)**	**Unit Depth (in)**	**Unit Diameter (in)**	**Unit Length (in)**	**Offset Moment* (ft-lb)**	**Wind Moment* (ft-lb)**	**Moment at GL* (ft-lb)**
General	Streetlight - 12 ft. Arm		25.00	5.09	150.0	150.0	95.00	24.00	20.00	3.00	144.00	-1,592	888	-704
											Totals:	**-1,592**	**888**	**-704**

Riser		**Owner**	**Height (ft)**	**Horiz. Offset (in)**	**Offset Angle (deg)**	**Rotate Angle (deg)**	**Unit Weight (lbs)**	**Unit Height (in)**	**Unit Depth (in)**	**Unit Diameter (in)**	**Unit Length (in)**	**Offset Moment* (ft-lb)**	**Wind Moment* (ft-lb)**	**Moment at GL* (ft-lb)**
2" U-Guard 200.0° H:29.0	2" U-Guard	Verizon Wireless	29.00	6.81	200.0	200.0	17.69	348.00	2.00	2.00	348.00	-6	506	500
Twelve (12) 1/2" Coax Cables 200.0° H:31.67	Twelve (12) 1/2" Coax Cables	Verizon Wireless	31.67	6.81	200.0	200.0	38.00	380.04	2.00	2.00	380.04	-12	0	-12
1 1/4" Riser 240.0° H:32.83	1 1/4" Riser	Verizon Wireless	32.83	6.81	240.0	240.0	20.03	393.96	1.25	1.25	393.96	1	523	524
											Totals:	**-18**	**1,029**	**1,011**

Insulator		**Owner**	**Height (ft)**	**Horiz. Offset (in)**	**Offset Angle (deg)**	**Rotate Angle (deg)**	**Unit Weight (lbs)**	**Unit Diameter (in)**	**Unit Length (in)**	**Offset Moment* (ft-lb)**	**Wind Moment* (ft-lb)**	**Moment at GL* (ft-lb)**
Pin	Pin 7.5"		42.88	0.00	180.0	0.0	6.00	3.50	7.50	0	55	55
Pin	Pin 7.5"		42.19	-45.00	157.3	0.0	6.00	3.50	7.50	0	54	54
Pin	Pin 7.5"		42.19	45.00	322.7	0.0	6.00	3.50	7.50	0	54	54
Spool	Spool 2.5"		34.67	0.00	330.0	330.0	1.00	2.50	2.12	0	9	9
Spool	Spool 2.5"		34.00	0.00	330.0	330.0	1.00	2.50	2.12	0	9	9
Spool	Spool 2.5"		33.33	0.00	330.0	330.0	1.00	2.50	2.12	0	9	9
Bolt	Antenna Attachment	Verizon Wireless	29.67	30.05	146.6	0.0	5.00	3.00	0.10	0	0	0
Bolt	Three Bolt		24.00	0.00	150.0	150.0	5.00	3.00	0.10	0	0	0
Bolt	Three Bolt		23.00	0.00	150.0	60.0	5.00	3.00	0.10	0	0	0
Bolt	Three Bolt		22.00	0.00	150.0	60.0	5.00	3.00	0.10	0	0	0
Bolt	Three Bolt		21.00	0.00	150.0	60.0	5.00	3.00	0.10	0	0	0
Bolt	Three Bolt		20.00	0.00	150.0	60.0	5.00	3.00	0.10	0	0	0
J-Hook	J-Hook		20.00	0.00	320.0	320.0	5.00	3.00	0.10	0	0	0

* Includes Load Factor(s)

[2] Worst Wind Per Guy Wire

[3] Wind At 329.3°

Bolt	Three Bolt	19.00	0.00	330.0	330.0	5.00	3.00	0.10	0	0	0
								Totals:	**0**	**192**	**192**

Pole Buckling

Buckling Constant	Buckling Column Height* (ft)	Buckling Section Height (% Buckling Col. Hgt.)	Buckling Section Diameter (in)	Minimum Buckling Diameter at GL (in)	Diameter at Tip (in)	Diameter at GL (in)	Modulus of Elasticity (psi)	Pole Density (pcf)	Ice Density (pcf)	Pole Tip Height (ft)	Buckling Load Capacity at Height (lbs)	Buckling Load Applied at Height (lbs)	Buckling Load Factor of Safety
2.00	23.92	33.33	12.27	8.64	7.96	13.25	1.60e+6	60.00	57.00	43.00	45,259	**453.19**	**5.52**

Date: **October 13, 2025**

Matthew King
Costich Engineering
217 Lake Avenue
Rochester, NY 14608
(585) 666-9840
mking@costich.com

Albul Engineering
3840 E. Robinson Road
Amherst, NY 14228
(716) 800-1364
dalbul@albuleng.com

Subject	**Structural Analysis Report**	
Costich Engineering	**Site Name:**	Levan Ave
	Job Number:	9118.01
Verizon Wireless	**Project ID:**	17528428
	MDG Location ID:	5000348182
Albul Engineering	**Project Number:**	40990.COS.UPA.V122002.0
Site Data	**485 East Avenue, Lockport, NY 14094, Niagara County** **Latitude: 43° 10' 34.56", Longitude: -78° 40' 17.69"** **50-Foot-Tall Utility Wood Pole (Class 2)**	

Dear Mr. King,

Per your request, Albul Engineering has performed a structural analysis to evaluate the structural capacity of the proposed utility pole located at the above-referenced address for the addition of wireless telecommunication appurtenances by Verizon Wireless. The analysis has been performed in accordance with the 2017 National Electric Safety Code (NESC).

Based on the results of our calculations, it is our opinion that the proposed utility pole meets the specified code requirements. The proposed structure is **adequate** to support the proposed loading as listed in this report.

Pole Structure: 56.4% Pass

We at Albul Engineering appreciate the opportunity of providing our continuing professional services to Costich Engineering and Verizon Wireless. If you have any questions or need further assistance on this or any other projects, please give us a call.

Sincerely,

STATE OF NEW YORK
DMITRIY V. ALBUL
089075
LICENSED PROFESSIONAL ENGINEER

Dmitriy Albul, P.E.
New York Professional Engineer
License Number: 089075

10-13-25
Expiration Date: 04-30-28
Albul Engineering LLC / COA:PB 106682


COSTICH
N
Irving St
E Union St
Beverly Ave
Grove Ave
Woodlawn Ave
Lakeview Pkwy
East Ave.
Washington Hunt Elementary School
Eastern Niagara Hospital-Lockport
31
Priscilla Castle Ln
641 ft
Rogers Ave
Livingston Pl
Bewley Pkwy
Site
Veterans Memorial Park
Levan Ave
Alexander St
Standish Rd
Harrison Ave
Summer St
Massachusetts Ave
Priscilla Ln
Photolog / Viewshed Map
Levan Ave.
CE# 9118.01
10/27/2025
0 70 140 280
Feet
Legend
Photo Locations
Viewshed
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Costich Engineering Land Surveying Landscape Architecture 217 LAKE AVENUE ROCHESTER, NY 14608 (585) 458-3020	PROJECT NAME Levan Ave. Photo 1 PHOTO COORDINATES 43.17589000° N, 78.67212400° W	PHOTO DESCRIPTION View of existing pole adjacent to 485 East Ave. PHOTO LOCATION View NE from East Ave., SR 31 190' from site	DATE OF PHOTO 10/27/2025 C.E. JOB# 9118.01 Project ID 17528428

Costich Engineering Land Surveying Landscape Architecture 217 LAKE AVENUE ROCHESTER, NY 14608 (585) 458-3020	PROJECT NAME Levan Ave. Photo 1 PHOTO COORDINATES 43.17589000° N, 78.67212400° W	PHOTO DESCRIPTION Photosimulation of proposed pole mounted cellular equipment PHOTO LOCATION View NE from East Ave., SR 31 190' from site	DATE OF PHOTO 10/27/2025 C.E. JOB# 9118.01 Project ID 17528428

Costich Engineering Land Surveying Landscape Architecture 217 LAKE AVENUE ROCHESTER, NY 14608 (585) 458-3020	PROJECT NAME Levan Ave. Photo 2 PHOTO COORDINATES 43.17579900° N, 78.67130300° W	PHOTO DESCRIPTION View of existing pole adjacent to 485 East Ave. PHOTO LOCATION View N from Levan Ave. 185' from site	DATE OF PHOTO 10/27/2025 C.E. JOB# 9118.01 Project ID 17528428

Costich Engineering Land Surveying Landscape Architecture 217 LAKE AVENUE ROCHESTER, NY 14608 (585) 458-3020	PROJECT NAME Levan Ave. Photo 2 PHOTO COORDINATES 43.17579900° N, 78.67130300° W	PHOTO DESCRIPTION Photosimulation of proposed pole mounted cellular equipment PHOTO LOCATION View N from Levan Ave. 185' from site	DATE OF PHOTO 10/27/2025 C.E. JOB# 9118.01 Project ID 17528428

Costich Engineering Land Surveying Landscape Architecture 217 LAKE AVENUE ROCHESTER, NY 14608 (585) 458-3020	PROJECT NAME Levan Ave. Photo 3 PHOTO COORDINATES 43.17629100° N, 78.67077200° W	PHOTO DESCRIPTION View of existing pole adjacent to 485 East Ave. PHOTO LOCATION View W from Veterans Memorial Park 218' from site	DATE OF PHOTO 10/27/2025 C.E. JOB# 9118.01 Project ID 17528428

Costich Engineering Land Surveying Landscape Architecture 217 LAKE AVENUE ROCHESTER, NY 14608 (585) 458-3020	PROJECT NAME Levan Ave. Photo 3 PHOTO COORDINATES 43.17629100° N, 78.67077200° W	PHOTO DESCRIPTION Photosimulation of proposed pole mounted cellular equipment PHOTO LOCATION View W from Veterans Memorial Park 218' from site	DATE OF PHOTO 10/27/2025 C.E. JOB# 9118.01 Project ID 17528428

verizon

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

December 9, 2025

Zoning Board of Appeals and Planning Board
City of Lockport
One Lock Plaza
Lockport, New York 14094

RE: Application by Bell Atlantic Mobile Systems LLC d/b/a Verizon for a Use Variance from the City of Lockport Zoning Board of Appeals and Site Plan Approval from the City of Lockport Planning Board to construct and operate a "micro cell" wireless telecommunications facility on a replacement utility pole located in the highway right-of-way in front of 485 East Ave in the City of Lockport, New York (Verizon's "Levan Ave" site)

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

Bell Atlantic Mobile Systems LLC d/b/a Verizon agrees to remove the proposed wireless telecommunication facility and related improvements installed as part of the above-referenced project if the facility becomes obsolete, damaged beyond use or ceases to be used for its intended purpose for a period of twelve (12) consecutive months. An estimate of the cost to remove such facility is attached.

If you have any questions, please feel free to contact me at (585) 208-6813.

Sincerely,

/s/ Margaret Hayes

Margaret Hayes
Project Manager

COSTICH ENGINEERING, DPC
217 LAKE AVENUE
ROCHESTER, NY 14608

Project No. 9118.01
Date: 11/4/2025

REMOVAL ESTIMATE
WIRELESS TELECOMMUNICATIONS FACILITY

Project Name: Levan Ave - Small Cell Utility Pole (MDG Location ID: 5000348182 / Project ID: 17528428)
Project Location:No Tag Utility Pole Near: 485 East Ave. Lockport, NY 14094 (City of Lockport, Niagara County)
Developer: Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	EST. UNIT PRICE	TOTAL EST. AMOUNT
1.	This project entails the decommissioning and removal of the existing Verizon Wireless installation. The equipment to be removed encompasses the cantenna and side mount, the equipment cabinet and associated hardware, the RRH units, Delta power supply units, all coaxial and fiber optic cabling, the fiber demarc enclosure, the electrical service components (panel, meter, riser, SCH 80 PVC, U-Guard, and conduit straps), and RFE signage affixed to the top and bottom of the pole. Furthermore, all grounding infrastructure, including solid ground rods, copper ground wiring, PVC high-impact ground cover, and all service ground conductors, will be removed. The project specifications stipulate the restoration of any ground disturbance in the vicinity of the pole.	LS	1	$24,000.00	$ 25,000.00
	TOTAL SECTION				$ 25,000.00

Signature: _____ Date: 11/19/2025
Christopher D. Miles, Project Manager, Costich Engineering, DPC

H:\job\9118\9118.01 R.O.W\Documents\Specifications\Zoning Materials\LevanAve_9118.01_RemovalEstimate-20251104

Verizon Wireless
Site Compliance Report

Site name - LEVAN AVE

Site Name:	**LEVAN AVE**
Site Address:	**521 East Ave, Lockport, NY, 14094**
Structure Type:	**Utility Pole**

Report Information

Report Date:	Oct 16, 2025
Report Generated by:	Mamta Verma
Customer Contact:	Wasif Sharif

Compliance Statement

Verizon Compliance Statement: Verizon wireless is compliant with FCC rules and regulations in all publicly accessible areas.

1777 Sentry Parkway W. Building 11 • Suite 201 Blue Bell • PA • 19422

Contents

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1. Executive Summary

Verizon Wireless has contracted with **Circet USA**, an independent Radio Frequency consulting firm, to determine if the proposed telecommunications facility is in compliance with Federal Communications Commission (FCC) rules and regulations regarding RF exposure as defined in 47 CFR § 1.1307(b) and 1.1310. This document and the conclusions herein are based on the information provided by representatives of Verizon Wireless which is assumed to be true and correct.

All information used in this report was analyzed to determine compliance in publicly accessible areas, in particular at ground level. The analysis evaluates the telecommunications facility with respect to the General Population/Uncontrolled Maximum Permissible Exposure (MPE) limits. Circet USA has taken into consideration the Verizon Wireless antenna system as well as any existing antenna systems at the subject location.

Verizon Wireless final antenna count is (1) antenna.

Based on the analysis, Circet USA has determined that:

Verizon Wireless is compliant in all publicly accessible areas with the FCC rules and regulations governing human exposure to RF electromagnetic fields as described in 47 CFR § 1.1307(b) and 1.1310.

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

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2. Antenna Inventory

The table below contains data provided by Verizon Wireless representatives and/or gathered by Circet USA personnel. This data was used to perform the RF exposure analysis.

Ant ID	Owner	Antenna manufacturer	Antenna model	Mech. Tilt (°)	Azimuth (°)	Height (ft)	Frequency band	Elec. Tilt (°)	HBW (°)	VBW (°)	Total power (Watts)	Gain (dBd)	ERP (Watts)
1	Verizon	Galtronics	GQ2422-07485	0	0	31.67	PCS1900	0	360	28.9	160	5.65	587.65
1	Verizon	Galtronics	GQ2422-07485	0	0	31.67	LTE 2100	0	360	28.9	160	5.65	587.65
1	Verizon	Galtronics	GQ2422-07485	0	0	31.67	4GHz	0	360	16.7	63.55	7.05	322.17

Notes: Each row with the same number in the Antenna ID column references the same physical antenna. Power values provided by the client and used in the analysis may be greater than what is initially deployed.

80% TDD Duty Cycle and 100% FDD Duty Cycle are used.

3. Analysis

Circet USA has included the Verizon Wireless antenna system at the subject location in the analysis. All existing and proposed antennas are listed in the antenna table above. Engineering assumptions were used when specific antenna or operating parameter information was not available for the other existing collocated antennas (if applicable).

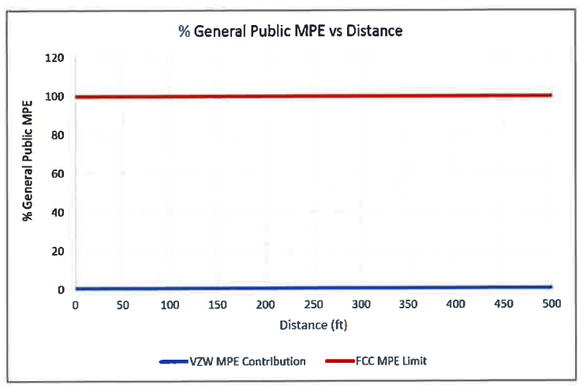
Using this data, software modeling using IXUS software was performed for all transmitting antennas located at the site. Circet USA has assumed a 100% duty cycle and maximum radiated power. The site has been modeled with these assumptions to determine the maximum potential RF energy density at ground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

As stated previously, based on this analysis, the calculated ground level exposure from the Verizon Wireless antenna system alone is less than 1% of the General Population MPE limit.

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

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

The graph below provides a visual depiction of the rather insignificant electromagnetic field exposure contribution from the Verizon Wireless antenna system out to a distance of 500' from the base of the structure. This portrays how low the Verizon Wireless contribution is when compared to the General Population MPE limit.



4. Appendix A: Reference Information
FCC Rules & Regulations

All information used in this report was analyzed as a percentage of the MPE limits as detailed in 47 CFR § 1.1310. The calculated power density at each sample point divided by the limit at each calculated frequency provides a result in % MPE. Summing the calculated % MPE from all contributors provides accumulative % MPE at a particular sample point. Wireless carriers use different frequency bands with varying MPE limits; therefore, it is useful to report results in terms of % MPE as opposed to power density.

All results were compared to the FCC radio frequency exposure rules as detailed in 47 CFR § 1.1307(b) to determine compliance with the MPE limits for General Population/Uncontrolled environments as defined below:

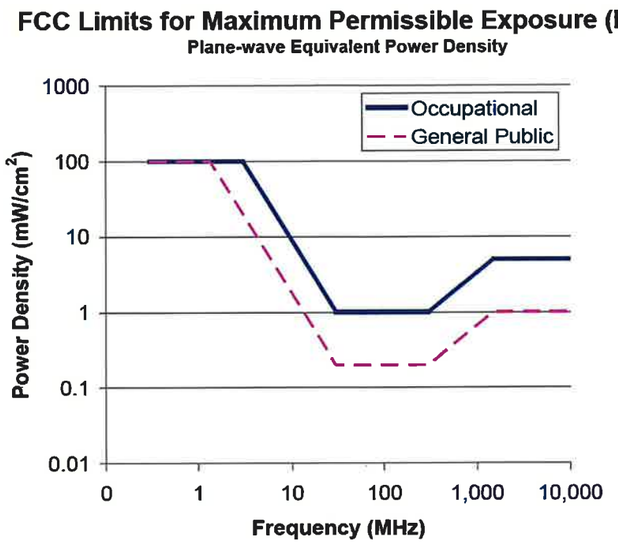
Two Classifications for Exposure Limits

Occupational – Applies to situations in which 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 – Applies to situations in which persons are "exposed as a consequence of their employment *may not be made fully aware* of the potential for exposure or *cannot exercise control* over their exposure". Generally speaking, those without significant and documented RF Safety & Awareness training would be in the General Population classification.

Environment Classification

Controlled – Applies to environments that are restricted or "controlled" in order to prevent access from members of the General Population classification.	Uncontrolled – Applies to environments that are unrestricted or "uncontrolled" that allow access from members of the General Population classification.

1777 Sentry Parkway W. Building 11 • Suite 201 Blue Bell • PA • 19422



The MPE limits defined in 47 CFR § 1.1310 and utilized in this analysis are outlined in the table and diagram below:

Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	**Electric Field Strength (E) (V/m)**	**Magnetic Field Strength (H) (A/m)**	**Power Density (S) (mW/cm^2)**	**Averaging Time $\|E\|^2$, $\|H\|^2$, or S (minutes)**
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f2)*	6
30-300	61.4	0.163	1.0	6
300-1500	--	--	f/300	6
1500-100,000	--	--	5	6

Limits for General Population/Uncontrolled Exposure				
Frequency Range (MHz)	**Electric Field Strength (E) (V/m)**	**Magnetic Field Strength (H) (A/m)**	**Power Density (S) (mW/cm^2)**	**Averaging Time $\|E\|^2$, $\|H\|^2$, or S (minutes)**
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f2)*	30
30-300	27.5	0.073	0.2	30
300-1500	--	--	f/1500	30
1500-100,000	--	--	1.0	30

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

1777 Sentry Parkway W. Building 11 • Suite 201 Blue Bell • PA • 19422

Building Inspection Department

Jason Dool
Chief Building Inspector

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094
Phone (716) 439-6759
Fax (716) 439-6605

NOTICE OF PUBLIC HEARING

Case No. 0004

March 16, 2026

«AddressBlock»

Dear Sir or Madam:

A request for a Special Use Permit has been submitted by Win Latt Chit and Eaint Thiri Aung, Case No. 0004, regarding property located at 101 Park Lane Circle, Lockport, New York, 14094, to the Building Inspection Department.

The request is for a Special Use Permit operate a short term rental located at 101 Park Lane Circle, Lockport, New York, situated in a Low Density Residential Zone.

This request will be presented to the Lockport Planning Board on Monday, April 6, 2026 at 5:00 P.M. at which time you may appear, if you so desire, either in person or by agent or attorney.

Lockport Planning Board

Megan Brewer
Secretary

APPLICATION: APPROVED _____ DISAPPROVED _____

CITY OF LOCKPORT
PLANNING BOARD APPLICATION

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: Win Latt Chit, Eaint Thiri Aung PHONE: 7167172324

NAME OF APPLICANT: Win Latt Chit, Eaint Thiri Aung PHONE: 7167172324

EMAIL ADDRESS: winlattchit8989@gmail.com

ADDRESS OR LOCATION OF PROPOSAL: 101 Park Lane Cir, Lockport, NY 14094

SIZE OF PARCEL OR STRUCTURE: 1392 sqft

EXISTING ZONING: Residential

PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:

Site Plan Review ____ Special Use Permit ✓ Home Occupation____

Alteration to existing building ____ Rezoning ____ Other ____

PROPOSED REQUEST

Requesting a Special Use Permit to operate a short-term rental (Airbnb) in a single-family home. The property is owner-occupied and will host a maximum of 4-6 guests. Off-street parking is available in the driveway. The owner will manage the property to ensure quiet and respectful use.

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.

2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: ( )Type I, ( )Type II, ( )Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: ( )yes, ( )no; a copy of this determination is attached ( )yes, ( )no.

PROPERTY OWNER'S SIGNATURE Chris Thiro

APPLICANT'S SIGNATURE Chris Thiro

PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.

Fees:

Site Plan review- $25
Special Use Permit- $100 application, $50 yearly renewal
Home Occupation- $100 application, $50 yearly renewal
Alteration to existing building- $25
Rezoning- $100 or $50 per half acre (whichever is greater)
Subdivision request- $200

Property Address: 101 Park Lane Circle, Lockport, NY 14094.

Description of Proposed Use:

The property located at 101 Park Lane Circle will be used as a short-term rental (AIR BNB) The house is a single-family home with 3 bedrooms and 1.5 bathrooms and can accomonde a maximum of 6 guests.

The owner occupies and manages the property. and will oversee all guest activites. The rental will be operated in a responsible manner to ensure minimal impact on the surrounding neighbourhood.

Parking will be provided in the private driveway with space available for upto two vehicles. Guests will be instructed not to park on the street when possible. →

No parties or large gatherings will be permitted at the property. Quiet hours will be enforced after 10:00 pm to respect the neighborhood.

The purpose of the short-term rental is to provide temporary accommodations for visitors while maintaining the residential character of the neighborhood.

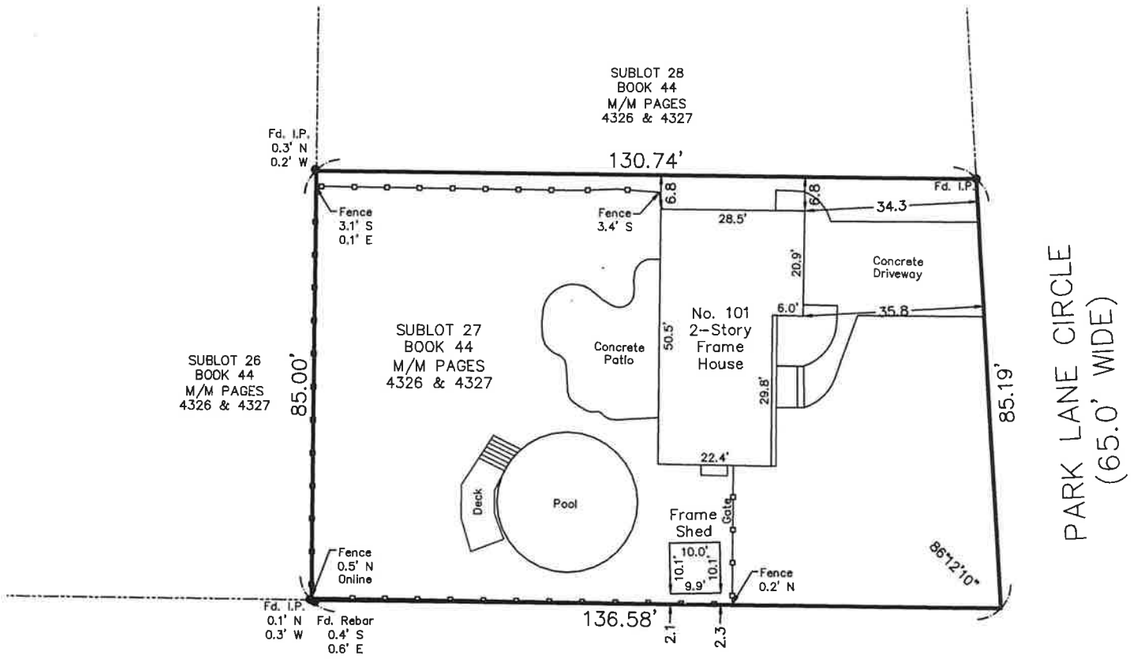
Applicant Name : Win Latt Chit. Eaint Thiri Aung

Signature : Chit Thiri

Date : 03/16/2026.

SURVEY

101 PARK LANE CIRCLE
LOCKPORT, NEW YORK



PARK LANE CIRCLE
(65.0' WIDE)

NORTH

1"=30'

ADDRESS: 101 PARK LANE CIRCLE, LOCKPORT NEW YORK

DATE OF SURVEY: 07/19/22 DATE OF MAP: 08/15/22

SURVEY REFERENCE: BOOK 44 OF MICROFILMED MAPS AT PAGE 4326 & 4327

LEGAL: PART OF LOT-4, S-14 T-14, R-6 OF THE HOLLAND LAND COMPANY'S SURVEY DISTINGUISHED AS SUBLOT 27, BOOK 44 OF MICROFILMED MAPS AT PAGE 4326 & 4327, CITY OF LOCKPORT, NIAGARA COUNTY, NEW YORK STATE.

NO PROPERTY CORNER WERE SET AS PART OF THIS SURVEY

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF NEW YORK STATE EDUCATION LAW

GENZEL LAND SURVEYING, P.C. ©2022
7033 COLE ROAD · COLDEN, NEW YORK 14033
PH: (716) 667-9733 EMAIL: JEFF@GENZELSURVEY.COM

JOB NO. 8617 DATE: 08/15/22 DWN. BY: DJK

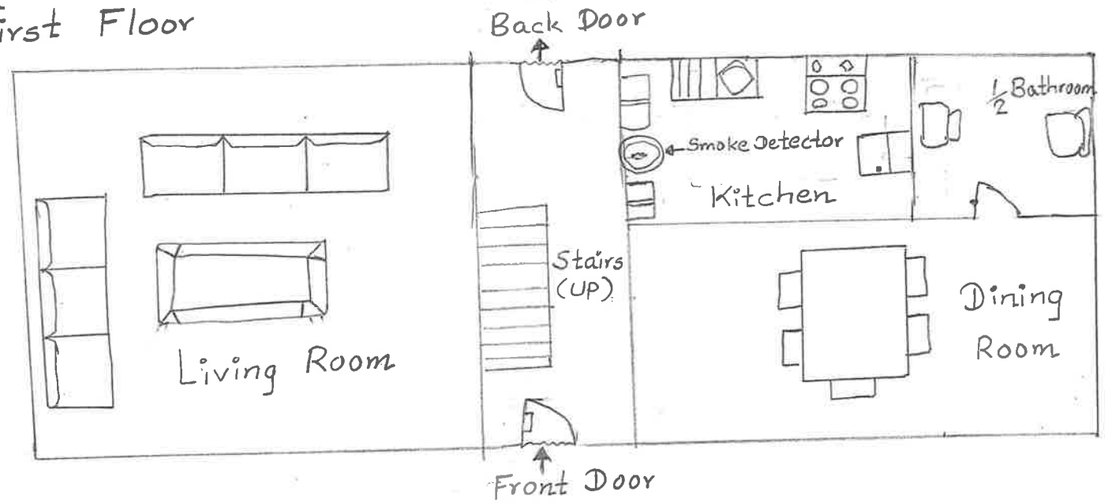
THIS MAP VOID UNLESS STAMPED WITH NEW YORK STATE LICENSED LAND SURVEYOR'S SEAL NO 050503

101 Park Lane Circle, Lockport, NY 14094

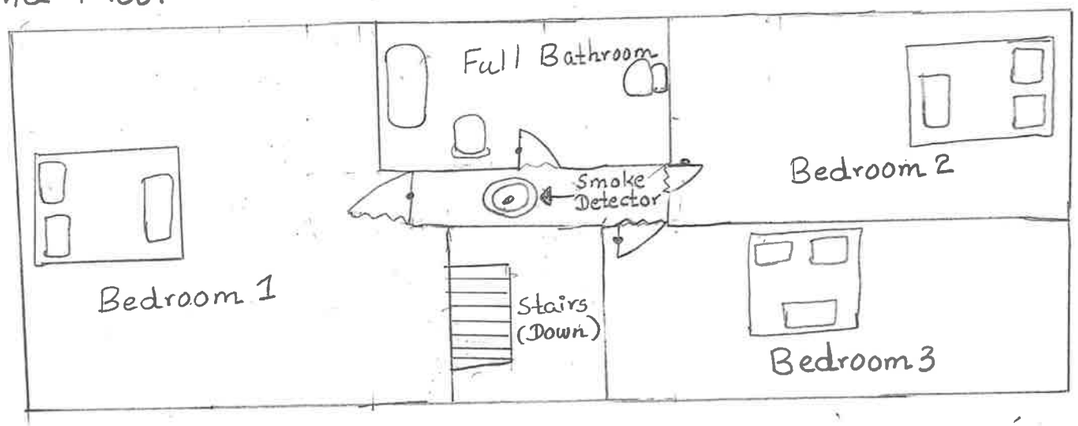
Floor Plan

3 Bedrooms / 1.5 Bathrooms

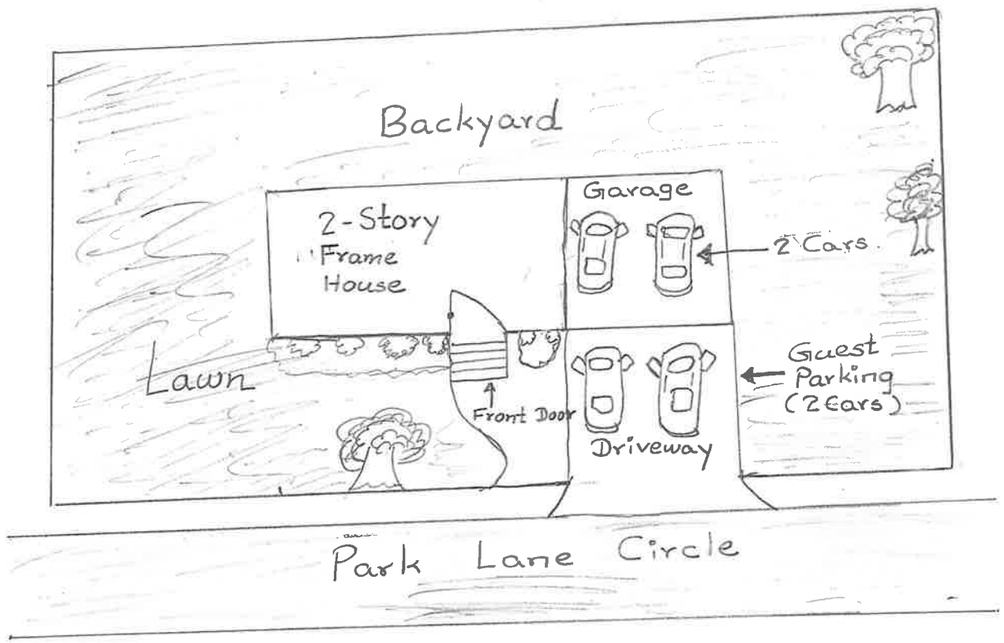
First Floor



Second Floor



101 Park Lane Circle,
Lockport, NY 14094
Property Plot Plan



- Maximum 6 guests
- Driveway parking for 2 vehicles.
- No parties allowed.
- Quiet hours after 10PM.

APPLICATION: APPROVED _____ DISAPPROVED _____

CITY OF LOCKPORT
PLANNING BOARD APPLICATION

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: _____ PHONE: _____

NAME OF APPLICANT: Thomas Lupo PHONE: 716-504-7289

EMAIL ADDRESS: TomLupo@RoadRunner.com

ADDRESS OR LOCATION OF PROPOSAL: 184 Green St

SIZE OF PARCEL OR STRUCTURE: 24x32

EXISTING ZONING: _____

PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:

Site Plan Review ✓ Special Use Permit ____ Home Occupation____

Alteration to existing building ____ Rezoning ____ Other ____

PROPOSED REQUEST Replace 20x24 Garage with a 24x32 Post & Beam.

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.

2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: ( )Type I, ( )Type II, ( )Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: ( )yes, ( )no; a copy of this determination is attached ( )yes, ( )no.

PROPERTY OWNER'S SIGNATURE_____

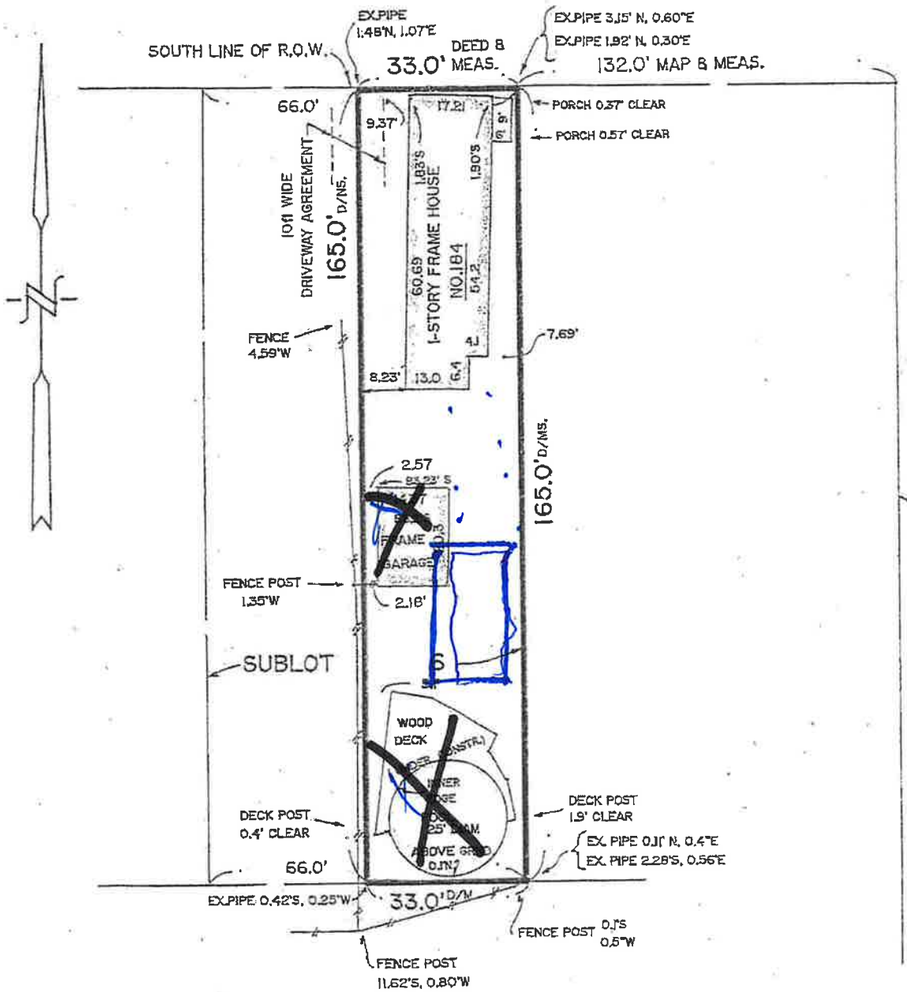
APPLICANT'S SIGNATURE_____

PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.

Fees:

Site Plan review- $25
Special Use Permit- $100 application, $50 yearly renewal
Home Occupation- $100 application, $50 yearly renewal
Alteration to existing building- $25
Rezoning- $100 or $50 per half acre (whichever is greater)
Subdivision request- $200

184 GREEN (66' WIDE) STREET



SURVEY MAP OF:	STREET/ROAD/AVE./HWY. ADDRESS 184 GREEN STREET		ADVANCE SURVEY GROUP LLC
Date APRIL 25,2012	LOT (or part of) 59 SECT. ____ TWP. 14 RNGE. 7 SUB LOT ____		RENE & JAY SAUVAGEAU
Scale 1" = 30'	SUB LOT (or part of) E. 33' SL. 6 BLK. ____ COVER ____ LIBER ____ PG. ____		LICENSED LAND SURVEYORS
Job No. 75049	CITY (or village) LOCKPORT TOWN ____ CO. NIAGARA N.Y.		OFFICES:
	REVISED ____		ERIE-NIAGARA CO'S, N.Y.
	REF. M.F. BK. 25 PG. 2433-2439 : BK. PG.		Exemption Certificate - Sec. 7208N
			Lic. No. 41019 & 50328

LUPO

POST FRAME BUILDING

184 Green St., Lockport, NY 14094

GENERAL NOTES:

1. COMPLY WITH ALL CURRENT LOCAL, STATE AND FEDERAL CODES AND REGULATIONS.
2. MAINTAIN INSURANCE AS REQUIRED BY NEW YORK STATE AND CITY OF LOCKPORT.
3. OBTAIN ALL NECESSARY PERMITS FOR THE WORK.
4. REVIEW AND VERIFY ALL EXISTING CONDITIONS AND THE SCOPE OF WORK PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
5. NO SUBSTITUTIONS WITHOUT AUTHORIZATION OF OWNER AND ARCHITECT.
6. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS FOR INSTALLATION OF ALL PRODUCTS USED IN CONSTRUCTION.

STRUCTURAL DESIGN CRITERIA:

TRUSS DESIGN SHALL SUPPORT:

SNOW LOAD :	ROOF	36 psf
	GROUND	50 psf
DEAD LOAD :	5 psf	

WIND LOAD : EXPOSURE C (115 mph)
RISK CATEGORY II

1. IN LIEU OF A COMPLETE GEOTECHNICAL EVALUATION, LOAD BEARING PRESSURE OF 2000 psf IS ASSUMED. AFTER POST HOLE EXCAVATION, CONTRACTOR SHALL NOTIFY ARCHITECT OF OTHER SOIL BEARING CONDITIONS.
2. ALL CONCRETE TO BE MIN. 4000 psi COMPRESSIVE STRENGTH.
3. BOTTOM OF POST FOOTINGS TO BE MINIMUM 4'-0" BELOW FINISHED GRADE ON UNDISTURBED SUBGRADE.
4. ALL LUMBER SPF #2 OR BETTER.
5. ALL WOOD IN CONTACT WITH GROUND OR CONCRETE SHALL BE TREATED AND MEET AWPA USE CATEGORY UC4B OR BETTER.
6. FASTENERS IN CONTACT WITH PRESSURE TREATED WOOD SHALL BE HOT-DIPPED GALVANIZED, STAINLESS STEEL, SILICON BRONZE OR COPPER.

DRAWING INDEX

sandra heiser
architect

3821 Stone Road
Middleport, NY 14105
716.417.3925

REGISTERED ARCHITECT
SANDRA L HEISER
038007
STATE OF NEW YORK

PARCO
BUILDING SYSTEMS
716-778-8552
PARCOBUILDINGS.COM

LUPO

184 Green Street,
Lockport, NY 14094

POST FRAME BUILDING

March 9, 2026

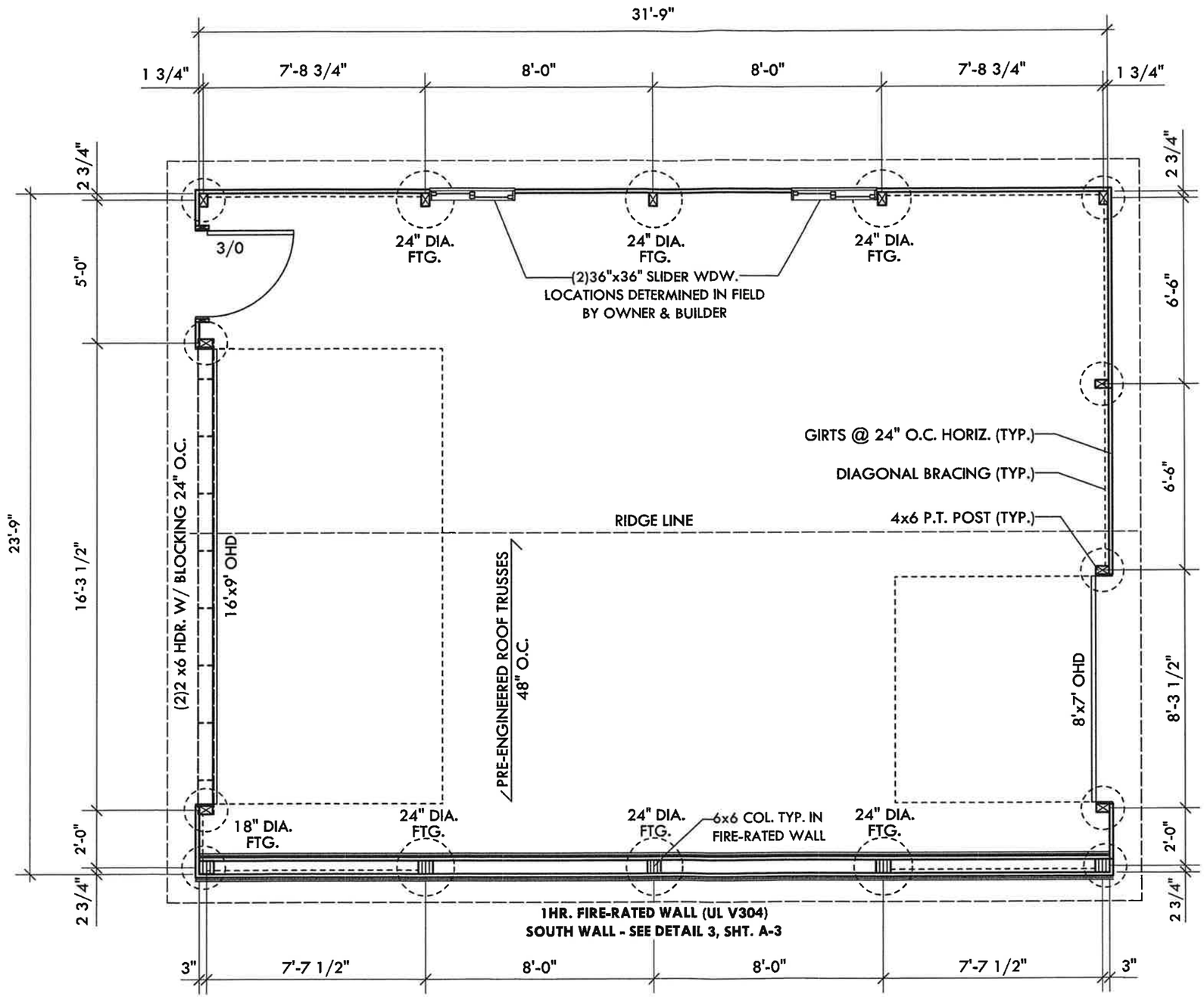
DWG. TITLE

COVER

SHEET NO.

006-2026

A-0



N
W E
S

FLOOR PLAN

768 SQ. FT.

0 2' 4'

NOTE: ALL POST FOOTINGS 18" dia. UNLESS NOTED OTHERWISE

sandra heiser
architect

3821 Stone Road
Middleport, NY 14105
716.417.3925

REGISTERED ARCHITECT
SANDRA L HEISER
038007
STATE OF NEW YORK

PARCO
BUILDING SYSTEMS
716-778-8552
PARCOBUILDINGS.COM

LUPO

184 Green Street,
Lockport, NY 14094

POST FRAME BUILDING

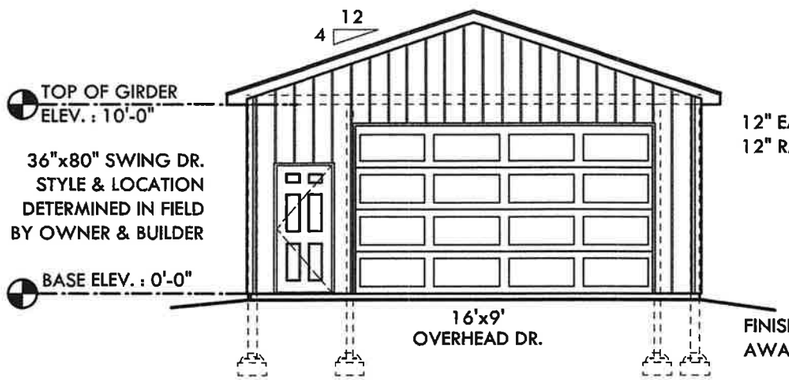
March 9, 2026

DWG. TITLE

FLOOR PLAN

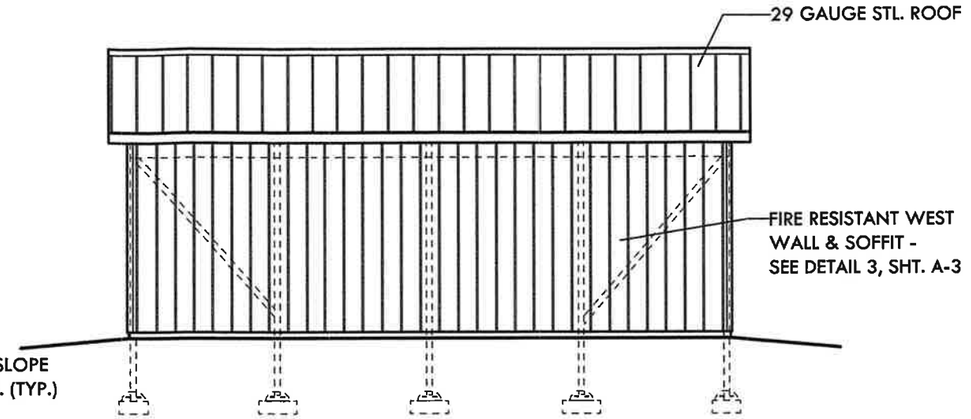
SHEET NO.

006-2026 **A-01**



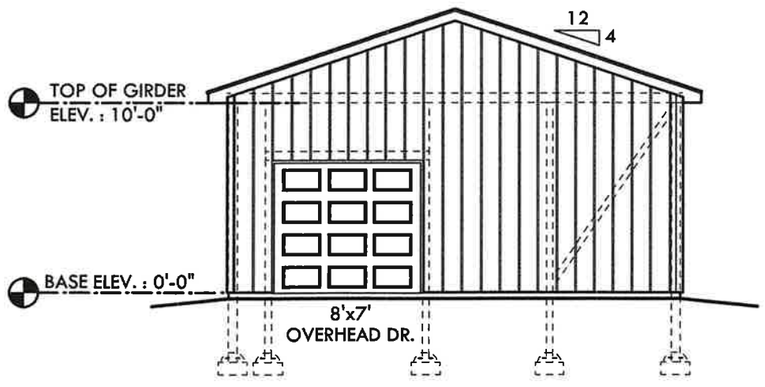
NORTH ELEVATION

0 4' 8'



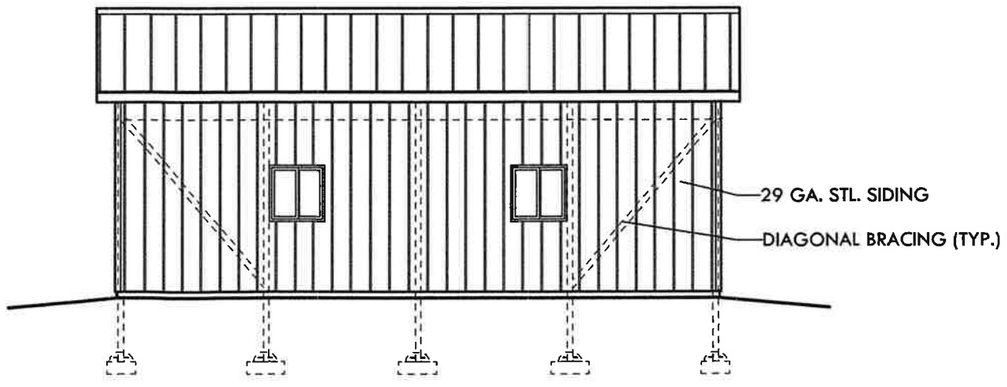
WEST ELEVATION

0 4' 8'



SOUTH ELEVATION

0 4' 8'



EAST ELEVATION

0 4' 8'

sandra heiser
architect

3821 Stone Road
Middleport, NY 14105
716.417.3925

REGISTERED ARCHITECT
SANDRA L HEISER
038007
STATE OF NEW YORK

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184 Green Street,
Lockport, NY 14094

POST FRAME BUILDING

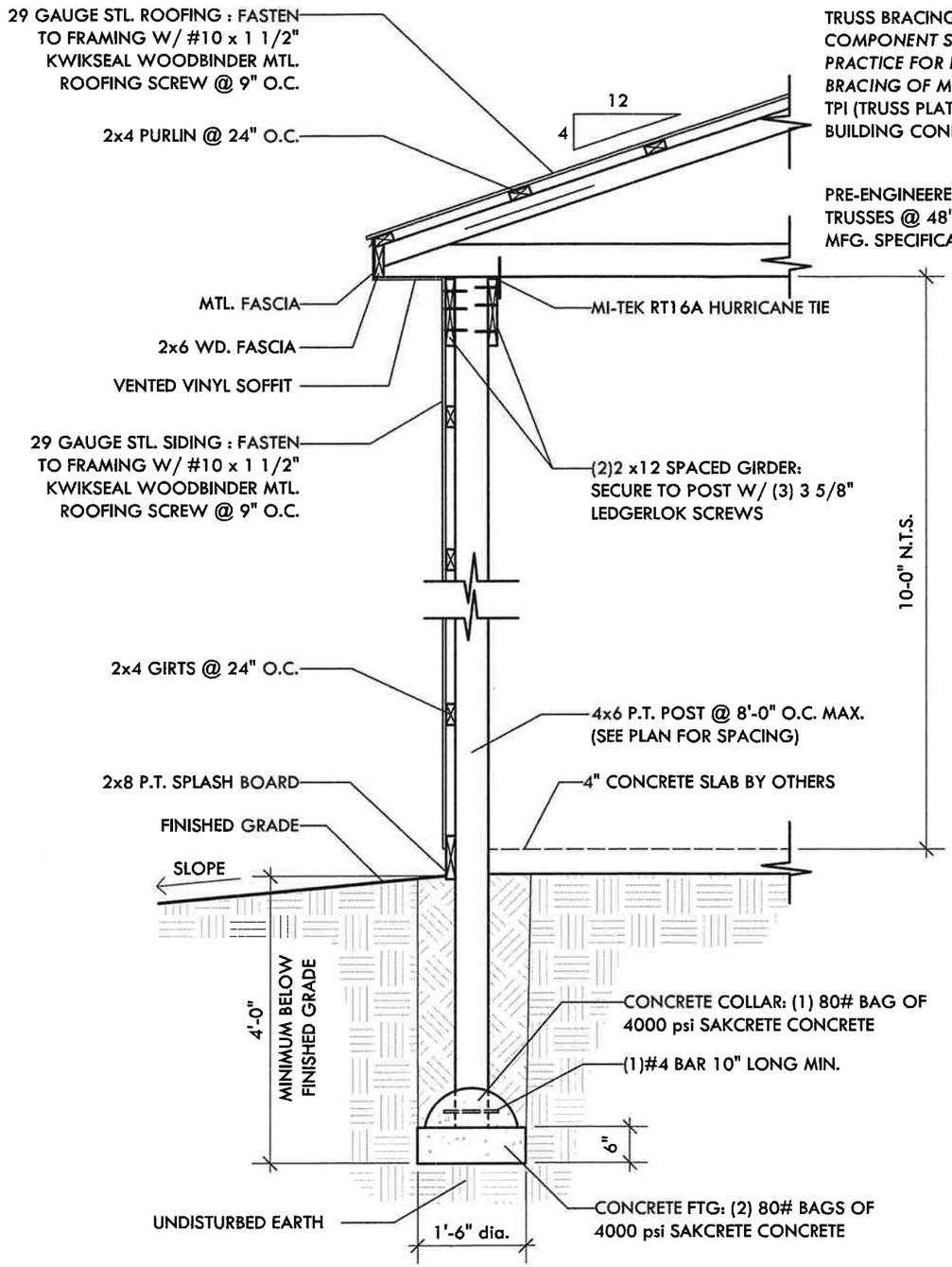
March 9, 2026

DWG. TITLE

ELEVATIONS

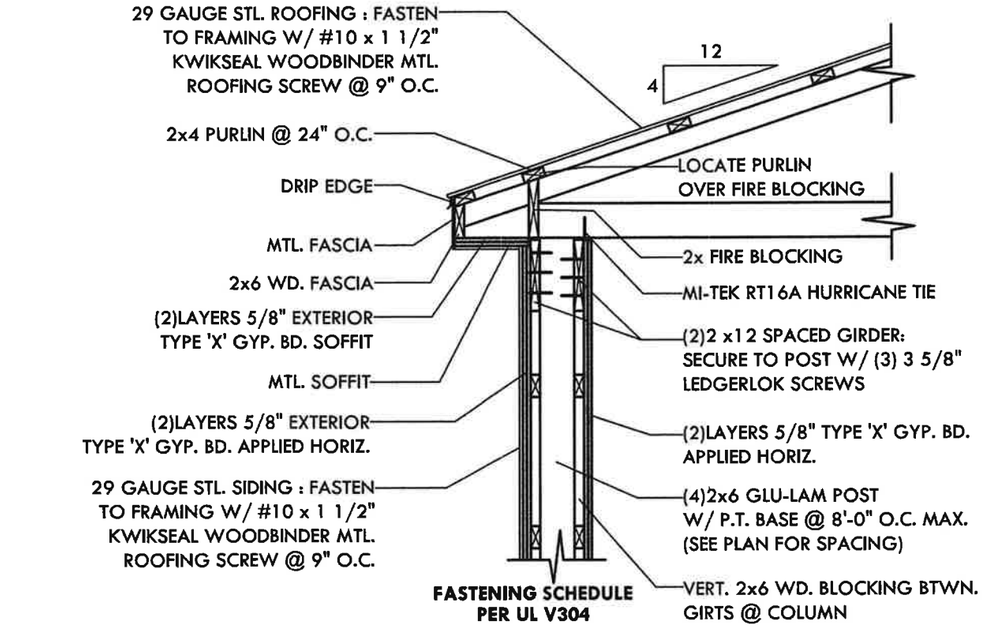
SHEET NO.

006-2026 **A-02**



1 TYPICAL WALL SECTION

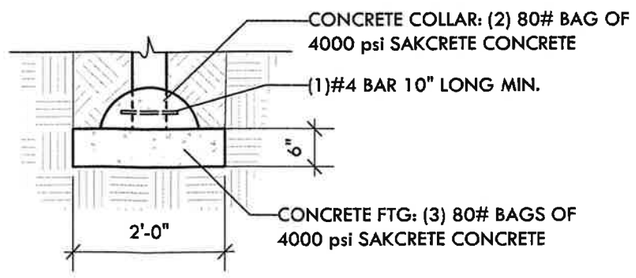
0 1' 2'



3 1HR. FIRE-RATED WALL SECTION

UL V304

0 1' 2'



2 24" DIA. FOOTING

SEE FLOOR PLAN FOR LOCATIONS

0 1' 2'

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Middleport, NY 14105
716.417.3925

REGISTERED ARCHITECT
SANDRA L HEISER
038007
STATE OF NEW YORK

PARCO BUILDING SYSTEMS
716-778-8552
PARCOBUILDINGS.COM

LUPO

184 Green Street,
Lockport, NY 14094

POST FRAME BUILDING

March 9, 2026

DWG. TITLE

SECTIONS

SHEET NO.

006-2026 **A-03**

APPLICATION: APPROVED _____ DISAPPROVED _____

CITY OF LOCKPORT
PLANNING BOARD APPLICATION

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: 80 Lakeview Pkwy PHONE: _____

NAME OF APPLICANT: Lockport Town & Country PHONE: 7164335969

ADDRESS OR LOCATION OF PROPOSAL: 80 Lakeview Pkwy

SIZE OF PARCEL OR STRUCTURE: 1.665 Ac.

EXISTING ZONING: Res vac land

PROPOSED REQUEST Country Club / Golf Course

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.

2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: ( )Type I, ( )Type II, ( )Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: ( )yes, ( )no; a copy of this determination is attached ( )yes, ( )no.

PROPERTY OWNER'S SIGNATURE B. W. PRESIDENT

APPLICANT'S SIGNATURE B. W.

PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information

Lockprot Town and Country Club

Name of Action or Project:
Practice Area Relocation/Expansion and Hole 16 Relocation Project

Project Location (describe, and attach a location map):
80 Lakeview Parkway Lockport, NY 14094

Brief Description of Proposed Action:
The Club is planning to shift the 16th fairway and green, and the 17th tee to the north to make space to add a Practice Range in the area of the existing 16th green and open woodland to the south of the current 16th fairway. The current practice area plays easterly with golfers hitting balls into the 17th fairway. The new Practice Range will play in a westerly direction with the escarpment bordering the left side and end. The Project also includes the addition of a practice putting green behind the new range tee (in the area of the current practice tee), and the removal and relocation of several cart paths and sand bunkers. The project includes tree removal, drainage improvements, irrigation modifications and reconstruction of the 16th green in a new location.

Name of Applicant or Sponsor:	Telephone: 716-433-5969
Brian Davis	E-Mail:

Address:
717 East Ave

City/PO:	State:	Zip Code:
Lockport	NY	14094

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3.a. Total acreage of the site of the proposed action? 65 acres
b. Total acreage to be physically disturbed? 7.6 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

4. Check all land uses that occur on, adjoining and near the proposed action.
☐ Urban ☑ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
☑ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): Recreation
☐ Parkland

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

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

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

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

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies:	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Water for irrigation purposes will be provided from the existing irrigation system. Potable water is not required.	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☑	☐

	NO	YES
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☑	☐
b. Is the proposed action located in an archeological sensitive area?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☑	☐

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:
☐ Shoreline ☑ Forest ☑ Agricultural/grasslands ☐ Early mid-successional
☑ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐

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

	NO	YES
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☑ NO ☐ YES	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☑ YES New or repaired drainage will connect to existing drainage conveyance systems (pipe or channels).		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☑	☐

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

Applicant/sponsor name: Brian Davis Date: 3/6/26

Signature: Brian Davis

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

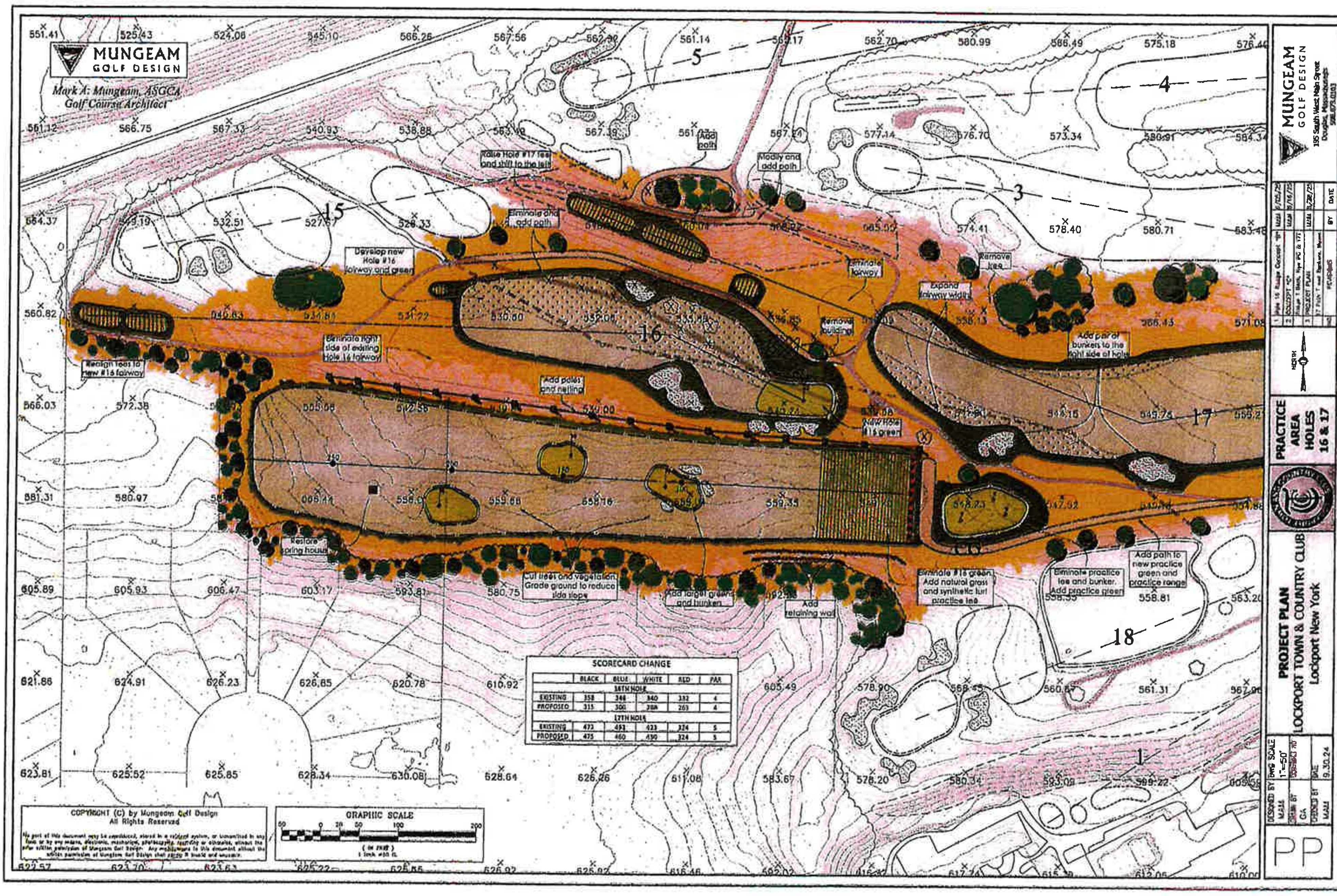
Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Lockport Town and Country Club	3/6/26
Name of Lead Agency	Date
Brian Davis	President
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT



SCORECARD CHANGE

	BLACK	BLUE	WHITE	RED	PAR
16TH HOLE					
EXISTING	358	348	340	332	4
PROPOSED	315	300	288	263	4
17TH HOLE					
EXISTING	473	453	423	324	5
PROPOSED	475	460	430	324	5

SCORECARD CHANGE

	BLACK	BLUE	WHITE	RED	PAR
16TH HOLE					
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EXISTING	473	452	423	324	5
PROPOSED	475	460	430	324	5

DESIGNED BY MAM	DWG SCALE 1"=50'
DRAWN BY GA	CONTRACT NO
CHECKED BY MAM	DATE 9.30.24

PP

PROJECT PLAN
LOCKPORT TOWN & COUNTRY CLUB
Lockport New York

PRACTICE AREA HOLES 16 & 17

NORTH

NO	REVISIONS	BY	DATE
1	Hole 16 Range Concept "B"	MAM	6/05/25
2	CONCEPT "C"	MAM	8/16/25
	Range T Back, New PG & 17T		
3	PROJECT PLAN	MAM	8/26/25
	17 Path T and Bunkers, Notes		

MUNGEAM
GOLF DESIGN
195 South West Main Street
Douglas, Massachusetts
508.873.0103

80 LAKEVIEW

#6

NIAGARA COUNTY – STATE OF NEW YORK
JOSEPH A. JASTRZEMSKI – NIAGARA COUNTY CLERK
P.O. BOX 461, LOCKPORT, NEW YORK 14095-0461

COUNTY CLERK'S RECORDING PAGE
*****THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH*****

INSTRUMENT #: 2024-06773

Receipt#: 2024642466
Clerk: HA
Rec Date: 05/13/2024 10:32:27 AM
Doc Grp: DEED
Descrip: DEED
Num Pgs: 4

Party1: THOMPSON DOUGLAS E
Party2: LOCKPORT TOWN AND COUNTRY CLUB INC
Town: CITY OF LOCKPORT
109.09-1-14.11

Recording:	
Cover Page	8.00
Recording Fee	14.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice Transfer of Sale	10.00
RP5217 - County	9.00
RP5217 All others - State	241.00
Sub Total:	307.00
Transfer Tax	
Transfer Tax	160.00
Sub Total:	160.00
Total:	467.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 4500

Transfer Tax	
Transfer Tax	160.00
Total:	160.00

LTCC name ERROR ??

2024

Record and Return To:

JACKSON & BALKIN
BOX 54

WARNING***
**** Information may change during the verification process and may not be reflected on this page.**

Joseph A. Jastrzemski
Niagara County Clerk

2024642466

2024-06773
05/13/2024 10:32:27 AM
4 Pages
DEED

Joseph A. Jastrzemski, Niagara County Clerk Clerk: HA

WARRANTY DEED

THIS INDENTURE, made the 9th day of May, 2024,

between **DOUGLAS E. THOMPSON**
4855 East Lake Road, Burt, New York 14028, party of the first part, and

LOCKPORT TOWN AND COUNTRY CLUB, INC.
717 East Avenue, Lockport, New York 14094, party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and More Dollars ($1.00 & More), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE ATTACHED SCHEDULE "A"

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above-described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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 costs 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.

AND the party of the first part covenants as follows:

FIRST. —That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND. —That the party of the second part shall quietly enjoy the said premises;

THIRD. —That the said premises are free from encumbrances, except as aforesaid;

FOURTH. —That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH. — That said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

DOUGLAS E. THOMPSON

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

On the 9th day of May, in the year 2024, before me, the undersigned, personally appeared **Douglas E. Thompson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Maria T. Evans
Notary Public, State of New York
Reg. No. 02EV6371436
Qualified in Niagara County
Commission Expires 02/26/2026

SCHEDULE A

All that tract or parcel of land, situate in the City of Lockport, County of Niagara and State of New York, being part of Lot 1, Section 15, Township 14, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at the northeast corner of Subdivision Lot 30 according to a certain map of Lakeview Parkway prepared by Julius F. Frehsee on June 15, 1917 and filed in the Niagara County Clerk's Office on July 15, 1917 under Cover No. 328, now in Book 11 of Microfilmed Maps page 1094; thence northerly along the northward prolongation of the east line of Subdivision Lot 30, a distance of 265.42 feet to the southeast corner of lands conveyed to Lockport Town and Country Club, Inc. by Deed recorded in Liber 1611 of Deeds page 523; thence westerly along the south line of said Lockport Town and Country Club Inc. lands, a distance of 294.02 feet to the northeast corner of lands conveyed to James W. Currie by Deed recorded in Liber 1624 of Deeds page 565; thence southerly parallel with the west line of Lot 1 and along the east line of Currie's lands, a distance of 231.25 feet to the southeast corner thereof; thence easterly parallel with the north line of Subdivision Lot 27, a distance of 38 feet to a point in the northward prolongation of the west line of Subdivision Lot 30; thence southerly along the northward prolongation of the west line of Subdivision Lot 30, a distance of 75 feet to the northeast corner of Subdivision Lot 30; thence easterly 15 feet to the northwest corner of Subdivision Lot 28 and the southwest corner of lands conveyed to Fred C. Davis by Deed recorded in Liber 476 of Deeds page 48; thence northerly along the west line of Davis' lands, 80 feet to the northwest corner thereof; thence easterly along the north line of Davis' lands, 100 feet to the northeast corner thereof; thence southerly along the east line of Davis' lands, 80 feet to the southeast corner thereof in the northeast corner of Subdivision Lot 28; thence easterly along the north line of Subdivision Lots 29 and 30, a distance of 136.67 feet to the point or place of beginning.

80 Lakeview Parkway, Lockport New York

SCORECARD CHANGE

	BLACK	BLUE	WHITE	RED	PAR
16TH HOLE					
EXISTING	358	348	340	332	4
PROPOSED	315	300	248	263	4
17TH HOLE					
EXISTING	473	452	423	324	5
PROPOSED	475	460	430	324	5

DESIGNED BY MAM	DWG SCALE 1"=50'	PP
DRAWN BY GA	CONTRACT NO	
CHECKED BY MAM	DATE 9.30.24	

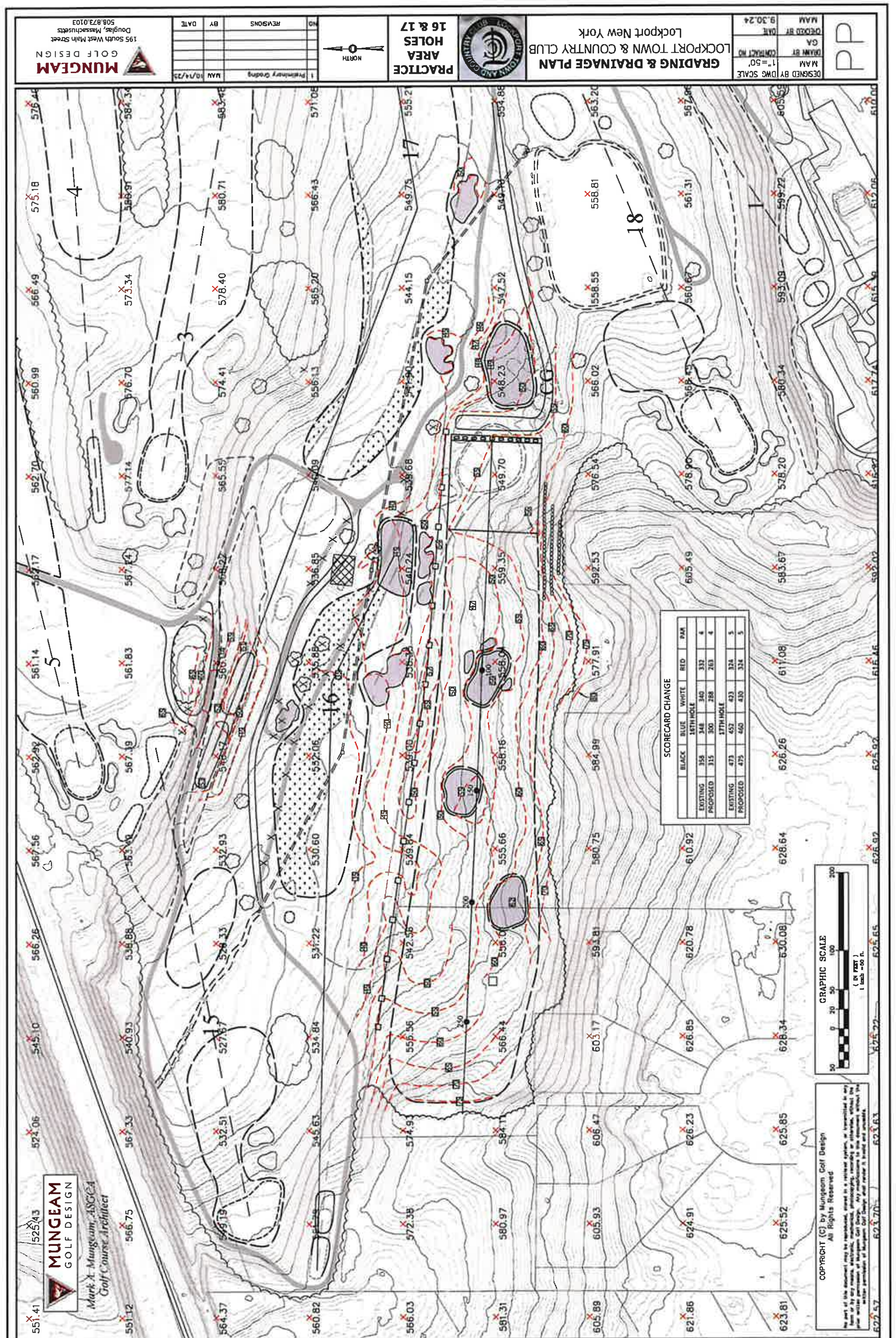
PROJECT PLAN
LOCKPORT TOWN & COUNTRY CLUB
Lockport New York

PRACTICE AREA HOLES 16 & 17

NO.	REVISIONS	BY	DATE
1	Hole 16 Range Concept "B"	MAM	6/05/25
2	CONCEPT "C"	MAM	6/16/25
	Range T Back, New PG & 17T		
3	PROJECT PLAN	MAM	8/28/25
	17 Path T and Bunkers, Notes		

MUNGEAM
GOLF DESIGN
195 South West Main Street
Douglas, Massachusetts
508.873.0103

626.85
626.23
624.91
621.86
603.17
606.47
605.93
605.89
PATH
566.44
584.11
580.97
581.31
250
75
70
65
60
building
20'
20' setback line
555.56
574.93
572.38
566.03
534.84
545.63
564.79
560.82



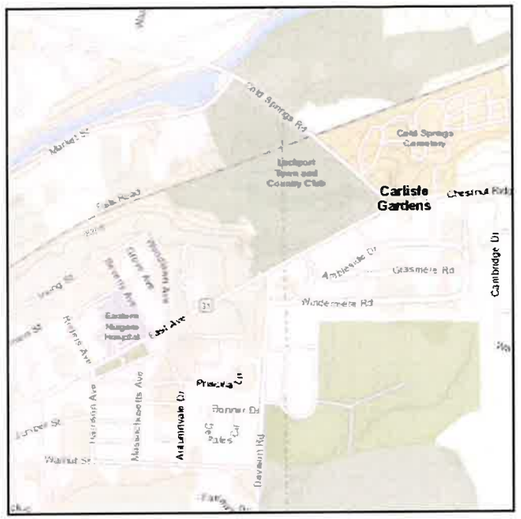
GRADING & DRAINAGE PLAN
LOCKPORT TOWN & COUNTRY CLUB
Lockport New York
PRACTICE AREA HOLES 16 & 17
DESIGNED BY MAM
DWG SCALE 1"=50'
DRAWN BY GA
CHECKED BY MAM
DATE 9.30.24
PP
NORTH
1 Preliminary Grading MAM 10/14/24
NO REVISIONS BY DATE
MUNGEAM GOLF DESIGN
195 South West Main Street
Douglas, Massachusetts
508.873.0103
Mark A. Mungeam, ASGCA
Golf Course Architect
SCORECARD CHANGE
BLACK BLUE WHITE RED PAR
16TH HOLE
EXISTING 358 348 340 332 4
PROPOSED 315 300 288 263 4
17TH HOLE
EXISTING 473 452 433 324 5
PROPOSED 475 460 430 324 5
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.
COPYRIGHT (C) by Mungeam Golf Design
All Rights Reserved

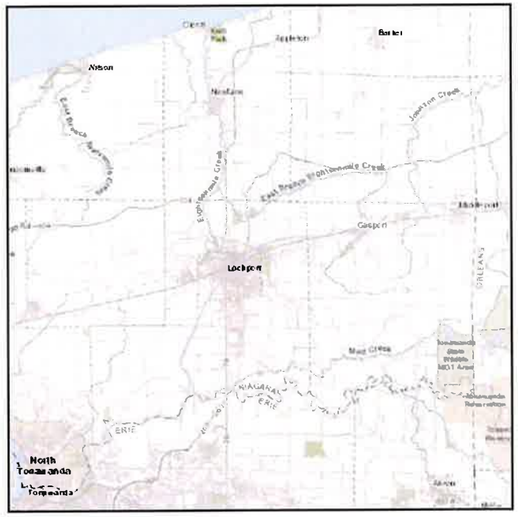
ASCE Hazards Report

Address:
Lockport Town and Country Club - 717 East Ave
Lockport, NY 14094

Standard: ASCE/SEI 7-22
Risk Category: II
Soil Class: D - Stiff Soil

Latitude: 43.179578
Longitude: -78.664419
Elevation: 615.4723877495777 ft (NAVD 88)





Wind

Results:

Wind Speed	109 Vmph
10-year MRI	75 Vmph
25-year MRI	81 Vmph
50-year MRI	86 Vmph
100-year MRI	92 Vmph
300-year MRI	102 Vmph
700-year MRI	109 Vmph
1,700-year MRI	116 Vmph
3,000-year MRI	121 Vmph
10,000-year MRI	132 Vmph
100,000-year MRI	152 Vmph
1,000,000-year MRI	173 Vmph

Data Source: ASCE/SEI 7-22, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2
Date Accessed: Mon Nov 24 2025

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-22 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years). Values for 10-year MRI, 25-year MRI, 50-year MRI and 100-year MRI are Service Level wind speeds, all other wind speeds are Ultimate wind speeds.

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-22 Section 26.2.

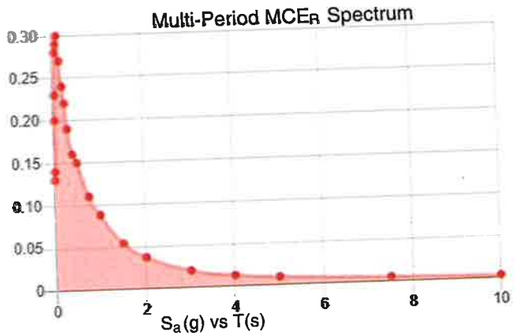
Seismic

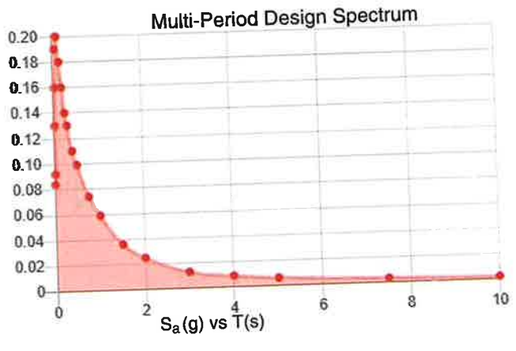
Site Soil Class: D - Stiff Soil

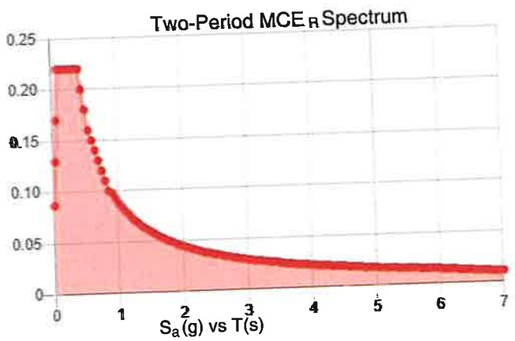
Results:

PGA_M :	0.11	T_L :	6
S_{MS} :	0.22	S_S :	0.18
S_{M1} :	0.088	S_1 :	0.042
S_{DS} :	0.14	V_{S30} :	260
S_{D1} :	0.059		

Seismic Design Category: A

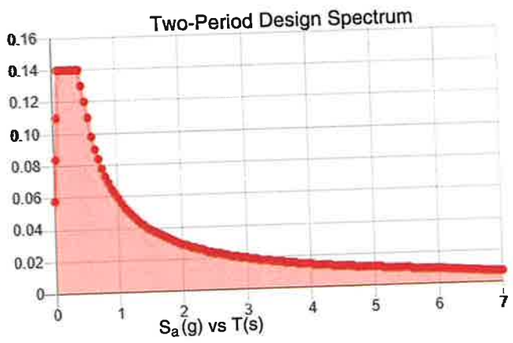






MCER Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.



Design Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.

Data Accessed: Mon Nov 24 2025

Date Source:
USGS Seismic Design Maps based on ASCE/SEI 7-22 and ASCE/SEI 7-22 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-22 Ch. 21 are available from USGS.

All Metal Works
4321 Bolton Road
Gasport, NY 14067
716-772-7029

Truss D&E, V31.00

Project	: LTCC - 24x24 - 12
Location	: 717 East Ave, Lockport, NY 14094
Job Number	: 2001-34
Designer	: JB

D1
12-08-2025
09:23
File: T1

STEEL DESIGN CODE	AISI S100-16
Truss Design Code	AISI S240-15
Number of Trusses	1 each
Truss Type	Truss
Truss Style	Out-Of-Plane
Number of Plys	2 each
Support Width	6.00 in
Offset Webs	No
Eave Height	12.00 ft
Truss Length	24.00 ft
Truss Spacing	4.00 ft
Truss Support Type	Sliding
Truss Slope (T)	4.00:12
Truss Slope (B)	0.00:12

Dead Load	= 10.0 psf	(Top Chord)		
Dead Load	= 0.0 psf	(Bottom Chord)		
Live Load	= 20.0 psf	(Top Chord)		
Live Load	= 0.0 psf	(Bottom Chord)		
Snow Load	= 35.0 psf	(Ground)	I (snow) = 1.00	
Snow Load	= 22.1 psf	(Design)	Ce(snow) = 0.90	Ct(snow) = 1.00
Wind Load	= 24.8 psf			
Wind Speed	= 115 mph	(Exposure C)	Open Category = E	
Building Category	= (2) General			
Seismic Coefficient	= 0.000			

T1

Member	Section Type	Actual Po kip	Actual Vo kip	Actual Mo kp-in	Allowable Pa kip	Allowable Va kip	Allowable Ma kp-in	Int. Ratio
Top Chord	1-600S162-63(50)	0.57C	0.55	28.62	10.65	3.91	31.14	0.97
Webs	1-600S162-63(50)	2.44C	0.00	0.01	9.75	3.91	31.14	0.25

International Building Code 2018: PASSED

SECTION NOMENCLATURE EXAMPLE - 600S162-63(50) [Howick560FS Library]
- 600 = Section Depth (inches x 100)
- S = Material Type Symbol (See Fy)
- 162 = Flange Width (inches x 100)
- 63 = Thickness (inches x 1000)
- (50) = Fy (yield stress, ksi)

MAXIMUM SUPPORT REACTIONS

SUPPORT	P(up)		P(dn)	V(<->)
Left	1.65 kip	-	0.31 kip	1.09 kip
Right	1.65 kip	-	0.31 kip	1.09 kip

Maximum Vertical Deflection	=	0.298 in (L / 946, between supports [Dead Load Only]
Maximum Vertical Deflection	=	0.550 in (L / 513, between supports [Live Load Only]
Maximum Vertical Deflection	=	0.848 in (L / 333, between supports [Total Load]
Maximum Horizontal Deflection	=	1.441 in (L / 100, top of wall [Total Load])

Project : LTCC - 24x24 - 12
Location : 717 East Ave, Lockport, NY 14094
Truss Mark : T1

D2
12-08-2025
File: T1

WIND LOAD DATA (per ASCE 7-16)

Basic Wind Speed(V)	=115 mph	
Air Density(Vc)	= 0.00256	
Direction Factor(Kd)	=0.85	'ASCE 7-16 [Table 26.6-1]
Exposure Factor(Kz)	=0.86	'ASCE 7-16 [Table 26.10-1, note 1]
Topography Factor(Kzt)	=1.00	
Gust Factor(Gz)	=0.85	'ASCE 7-16, Eq. C5
Basic Wind (Qz)	= 24.76 psf	'Qz = Vc*Kz*Kzt*Kd*Ke*V^2, ASCE 7-16, Eq. 26.10-1

MAIN FRAME EXTERNAL PRESSURE COEFFICIENTS

Windward Wall Pressure	= 32.00 psf	Cq = 0.86	Cq	= [GzCp + GCpi] GCpi = +-0.18
Leeward Wall Pressure	= -32.00 psf	Cq =-0.61	h	= 16.87 ft
Roof LWN Pressure	= -17.00 psf	Cq =-0.69	h/L	= 0.70
Roof WWN Pressure(o)	= -21.00 psf	Cq =-0.85	Ar	= 96 ft^2
Roof WWN Pressure(i)	= -16.00 psf	Cq =-0.18		
Roof LWP Pressure	= -23.00 psf	Cq =-0.95		
Roof WWP Pressure	= -23.00 psf	Cq =-0.95		

TRUSS DESIGN CHART (T1)

Member	Component Type	Length ft	P kip	Int. Ratio	Fastener Type	Va kip	Vmax kip	Qty Req
T1-T2	Plate - 0.063"	--	1.44T	---	#10-16 FPHSD	0.435	1.44T	6
T2-T3	Plate - 0.063"	--	2.18C	---	#10-16 FPHSD	0.435	2.18C	8
T3-T4	Plate - 0.063"	--	1.44T	---	#10-16 FPHSD	0.435	1.44T	6
TC #1	600S162-63(50)	11.82	0.57C	0.97	---	---	---	---
TC #2	600S162-63(50)	12.39	2.18T	0.63	---	---	---	---
TC #3	600S162-63(50)	12.39	2.18T	0.63	---	---	---	---
TC #4	600S162-63(50)	11.82	0.57C	0.97	---	---	---	---
Web #1	600S162-63(50)	2.70	2.43C	0.25	#10-16 FPHSD	0.435	2.43C	6
Web #2	600S162-63(50)	3.32	1.94T	0.10	#10-16 FPHSD	0.435	1.94T	6
Web #3	600S162-63(50)	2.70	2.44C	0.25	#10-16 FPHSD	0.435	2.44C	6

Notes:
1. Truss material: ASTM A653
2. Fastener- Simpson ICC-EC Evaluation Report ESR-3006
3. Truss members checked for Lateral-Torsional Buckling per AISI S100-16, Section F2.1
4. Truss members checked for Distortional Buckling per AISI S100-16, Sections F4, F4.1

Project : LTCC - 24x24 - 12
Location : 717 East Ave, Lockport, NY 14094
Truss Mark : T1

D3
12-08-2025
File: T1

TRUSS CONNECTION DESIGN DATA

E =	29,500	ksi	
Fy =	50	ksi	(weakest design grade, member or plate)
Fu =	65	ksi	(connector plate)
T =	0.063	in	(connector plate)
FS =	3.00		(Factor of Safety)

#10-16 FPHSD

Maximum Connector Spacing	= 3.075 in	'AISI, Section I1.2
Minimum Connector Spacing	= 0.570 in	'AISI, Section J4.2
Connector Edge Distance	= 0.285 in	'AISI, Section J4.2

MULTI-PLY TRUSS TO TRUSS CONNECTION DESIGN

Total Load	= 3.304 kip
Truss Length	= 23.500 ft
Fastener Spacing	= 24 in
Fastener Quantity	= 3each
Fastener Load	= Truss Load * Fastener Spacing / Truss Length
Fastener Load	= 0.094/3 kip

Fastener Size - #10-16 FPHSD

FS (Factor of Safety)	= 3.000
Fastener Load -Pn/FS	= 0.435 kip

Project : LTCC - 24x24 - 12
Location : 717 East Ave, Lockport, NY 14094
Truss Mark : T1

D4
12-08-2025
File: T1

TRUSS SUPPORT DESIGN
** Uplift Load Combination (Truss to Support Connection Design): 0.6Dead + 0.6Wind

Support (Left/Right): Width = 6.0 in
Support Connector = 1each
Shear (V) = 0.546 kip (Load per connector)
Tension (T) = 0.157 kip (Load per connector)
Compression (C) = 0.826 kip (Load per connector)
Moment (M) = 49.705 kip-in

Connection	Section	Length	Axial	Int.	Fastener	Pa	Req.
T1-T2	Plate - 0.063"	0.00	1.44T	0.00	#10-16 FPHSD	0.435	6
T2-T3	Plate - 0.063"	0.00	2.18C	0.00	#10-16 FPHSD	0.435	8
T3-T4	Plate - 0.063"	0.00	1.44T	0.00	#10-16 FPHSD	0.435	6
TC #1	600S162-63(50)	11.82	0.57C	0.97	#10-16 FPHSD	0.000	0
TC #2	600S162-63(50)	12.39	2.18T	0.63	#10-16 FPHSD	0.000	0
TC #3	600S162-63(50)	12.39	2.18T	0.63	#10-16 FPHSD	0.000	0
TC #4	600S162-63(50)	11.82	0.57C	0.97	#10-16 FPHSD	0.000	0
Web # 1	600S162-63(50)	2.70	2.43C	0.25	#10-16 FPHSD	0.435	6
Web # 2	600S162-63(50)	3.32	1.94T	0.10	#10-16 FPHSD	0.435	6
Web # 3	600S162-63(50)	2.70	2.44C	0.25	#10-16 FPHSD	0.435	6

GENERAL NOTES

1. Trusses require lateral bracing. See Truss Layout and Detail sheets.
2. Top Chord continuously sheathed.
3. Number of fasteners noted in chart installed on each end of Web
4. Allowable fastener values based on Simpson Report ESR-3558.
5. (ws) denotes web stiffener required at support.
6. Member design based on sections in Howick560FS Library.

Maximum Deflections

Vertical	0.848 in	(L / 333)
Horizontal	1.441 in	
Vertical	0.298 in	(L / 948) [Dead Load Only]
Vertical	0.550 in	(L / 513) [Live Load Only]

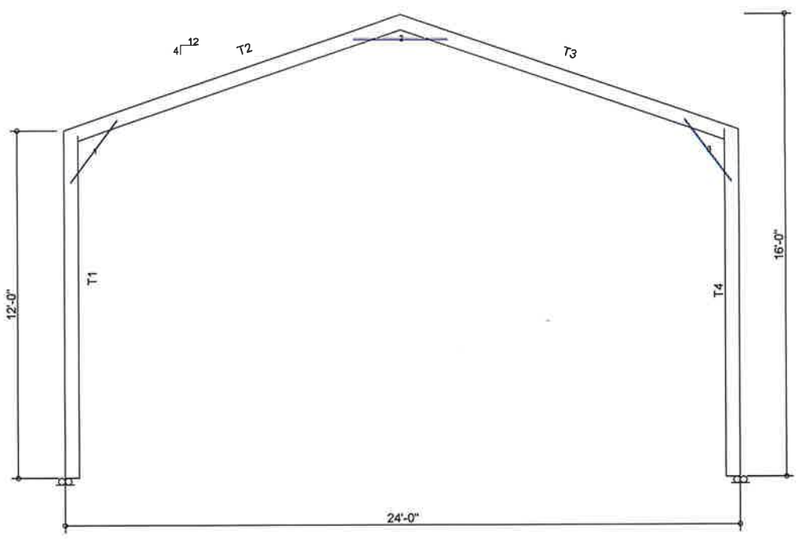
Support Reactions	Down	Uplift*	Horizontal	Bearing
Left	1.65 {1.65}	-0.31 [-1.30]	1.09	6.00
Right	1.65 {1.65}	-0.31 [-1.30]	1.09	6.00

* Uplift Load Combination (Truss to Support Connection Only): 0.6Dead + 0.6Wind
{ } Denotes 'Dead+Live Only/Snow Only'
[ ] Denotes 'Wind Only' Uplift Reaction

DESIGN DATA

Number of Trusses = 1 each
Plate Style : Out-Of-Plane
Eave Height : 12.00 ft (top of wall)
Bearing : 6 in
Spacing : 4.00 ft
Dead Load : 10.00 psf (top chord)
Dead Load : 0.00 psf (bottom chord)
Live Load : 20.00 psf (top chord)
Live Load : 0.00 psf (bottom chord)
Snow Load : 35.00 psf (ground) [Ct =1.00]
Snow Load : 22.05 psf (design) [Is =1.00, Ce = 0.90]
Wind Load : 24.76 psf (design)
Wind Speed : 115 mph (Exposure C)
Open Category: E
Topography (Kz):1
Building Category: (2) General
Seismic Coefficient: 0.0

** 2 PlyTruss **



Per AISI S100-16		Actual			Allowable			
Member	Section	Po	Vo	Mo	Pa	Va	Ma	Ratio
Top Chord	1-600S162-63(50)	0.57C	0.55	28.62	10.65	3.91	31.14	0.97
Web	1-600S162-63(50)	2.44C	0.00	0.01	9.75	3.91	31.14	0.25

Truss Design Code: AISI S240-15
International Building Code 2018: PASSED
Design Method - (ASD)
Main Wind Pressure Design

= denotes Added Track

All Metal Works
4321 Bolton Road
Gasport, NY 14067
716-772-7029

LTCC - 24x24 - 12

717 East Ave, Lockport, NY 14094

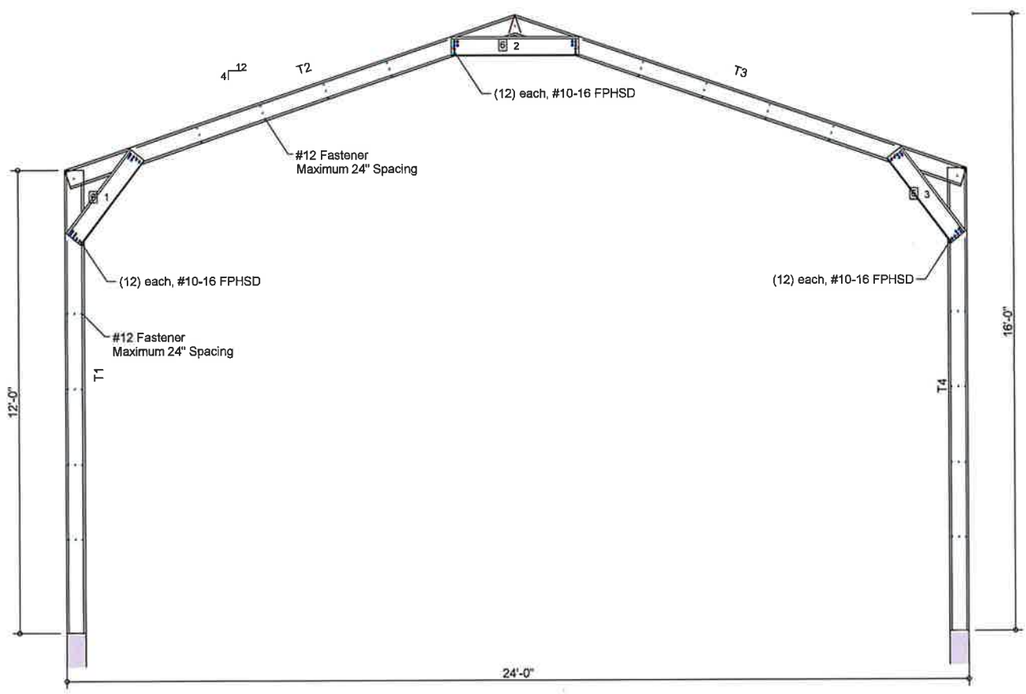
Truss D&E, V31.00
Date: 12-08-2025
Time: 09:23
Designer: JB
File: T1
Job Number: 2001-34

T1

Design Dwg 1/1

MATERIAL CUT LIST	Material	Unit/Length	Quantity
Bolt	#10-16 , 2(w) & 1(n)	0	42
Metal Screw	#10-16 FPHSD	0	76
T1	600S162-63(50)	12'-0"	2
T2	600S162-63(50)	12'-7 13/16"	2
T3	600S162-63(50)	12'-7 13/16"	2
T4	600S162-63(50)	12'-0"	2
Web #1	600S162-63(50)	2'-9 3/16"	2
Web #2	600S162-63(50)	3'-4 11/16"	2
Web #3	600S162-63(50)	2'-9 3/16"	2

Number of Trusses	= 1 each
Chord Cut Type	= Sq-Mitre-Sq Cut
Truss Spacing	= 4'-0"
Number of Plys	= 2
Weight per Truss	= 123.0 lbs (per ply)
Total Steel	= 58.222 ft (per ply)



= denotes Added Track

Scale: 1/4" = 1'-0"

All Metal Works
4321 Bolton Road
Gasport, NY 14067
716-772-7029

LTCC - 24x24 - 12

717 East Ave, Lockport, NY 14094

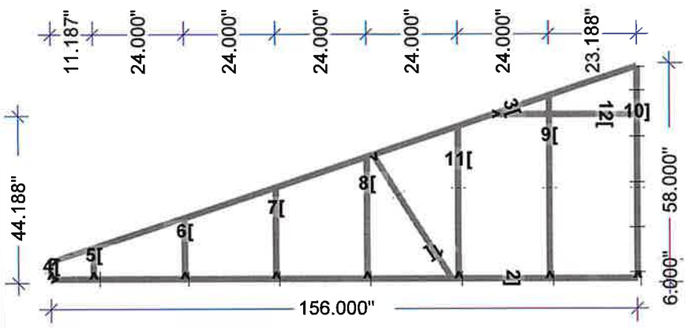
Truss D&E, V31.00
Date: 12-08-2025
Time: 09:23
Designer: JB
File: T1
Job Number: 2001-34

T1

Fabrication Drawing

Drawing	GW1			Height	6.000"	Length	156.000"	Screws	42

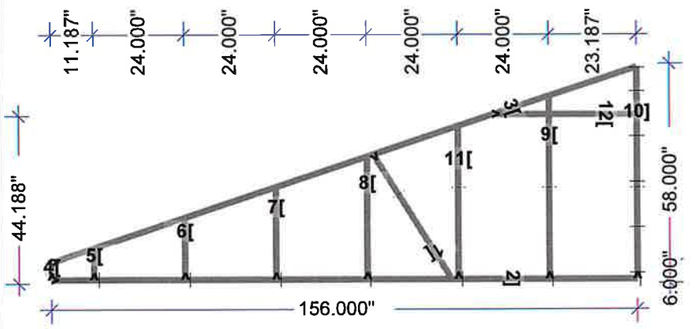
Item ID	QTY	Profile	Desc	Length
1	1	600S162-43	added_profi	40.020"
2	1	600S162-43	bottom_plat	156.000"
3	1	600S162-43	top_plate	163.920"
4	1	600S162-43	stud	5.970"
5	1	600S162-43	stud	9.700"
6	1	600S162-43	stud	17.700"
7	1	600S162-43	stud	25.700"
8	1	600S162-43	stud	33.700"
9	1	600S162-43	stud	49.700"
10	1	600S162-43	stud	57.430"
11	1	600S162-43	stud	41.700"
12	1	600S162-43	nog	39.230"
Length(ft)				53.4



AUTHOR NAME

Drawing	GW2			Height	6.000"	Length	156.000"	Screws	42

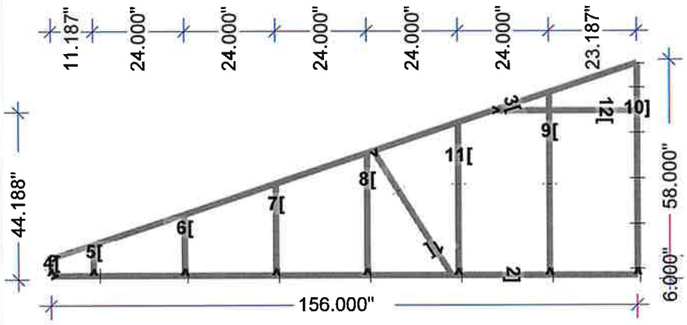
Item ID	QTY	Profile	Desc	Length
1	1	600S162-43	added_profi	40.020"
2	1	600S162-43	bottom_plat	156.000"
3	1	600S162-43	top_plate	163.920"
4	1	600S162-43	stud	5.970"
5	1	600S162-43	stud	9.700"
6	1	600S162-43	stud	17.700"
7	1	600S162-43	stud	25.700"
8	1	600S162-43	stud	33.700"
9	1	600S162-43	stud	49.700"
10	1	600S162-43	stud	57.430"
11	1	600S162-43	stud	41.700"
12	1	600S162-43	nog	39.230"
Length(ft)				53.4



AUTHOR NAME

Drawing	GW3			Height	6.000"	Length	156.000"	Screws	42

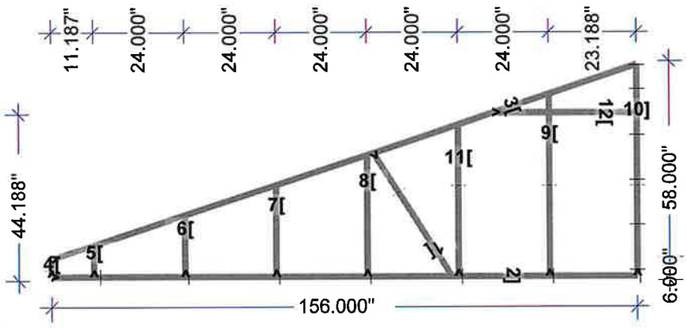
Item ID	QTY	Profile	Desc	Length
1	1	600S162-43	added_profi	40.020"
2	1	600S162-43	bottom_plat	156.000"
3	1	600S162-43	top_plate	163.920"
4	1	600S162-43	stud	5.970"
5	1	600S162-43	stud	9.700"
6	1	600S162-43	stud	17.700"
7	1	600S162-43	stud	25.700"
8	1	600S162-43	stud	33.700"
9	1	600S162-43	stud	49.700"
10	1	600S162-43	stud	57.430"
11	1	600S162-43	stud	41.700"
12	1	600S162-43	nog	39.230"
Length(ft)				53.4



AUTHOR NAME

Drawing	GW4			Height	6.000"	Length	156.000"	Screws	42

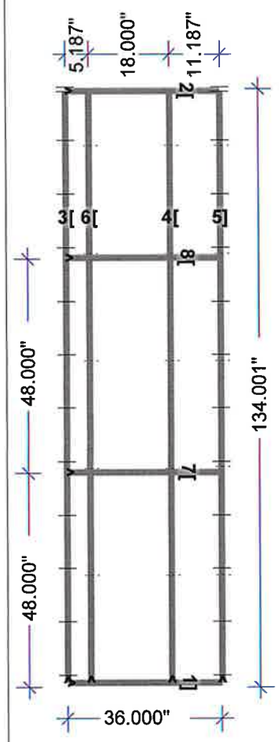
Item ID	QTY	Profile	Desc	Length
1	1	600S162-43	added_profi	40.020"
2	1	600S162-43	bottom_plat	156.000"
3	1	600S162-43	top_plate	163.920"
4	1	600S162-43	stud	5.970"
5	1	600S162-43	stud	9.700"
6	1	600S162-43	stud	17.700"
7	1	600S162-43	stud	25.700"
8	1	600S162-43	stud	33.700"
9	1	600S162-43	stud	49.700"
10	1	600S162-43	stud	57.430"
11	1	600S162-43	stud	41.700"
12	1	600S162-43	nog	39.230"
Length(ft)				53.4



AUTHOR NAME

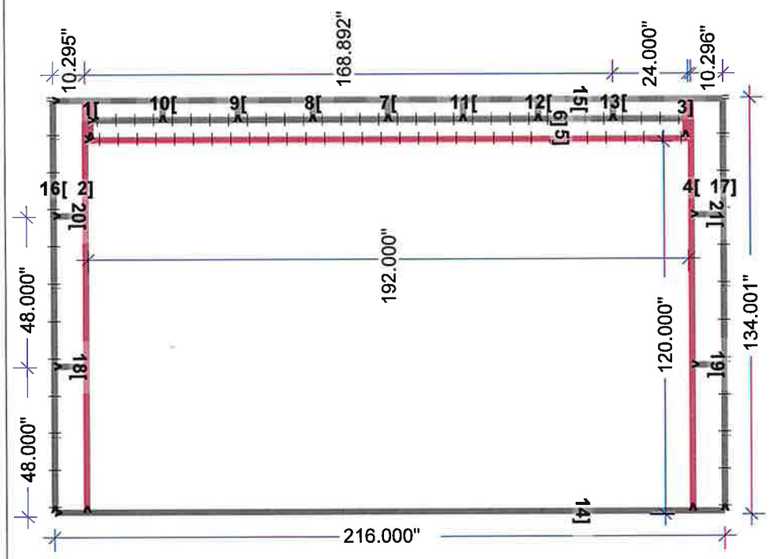
Drawing	W1			Height	134.001"	Length	36.000"	Screws	32

Item ID	QTY	Profile	Desc	Length
2	1	600S162-43	top_plate	36.000"
3,4,5,6	4	600S162-43	stud	133.840"
7,8	2	600S162-43	nog	35.840"
1	1	600S162-43	bottom_plat	36.000"
Length(ft)				**56.589**



AUTHOR NAME

Drawing	W2			Height	134.001"	Length	216.000"	Screws	76

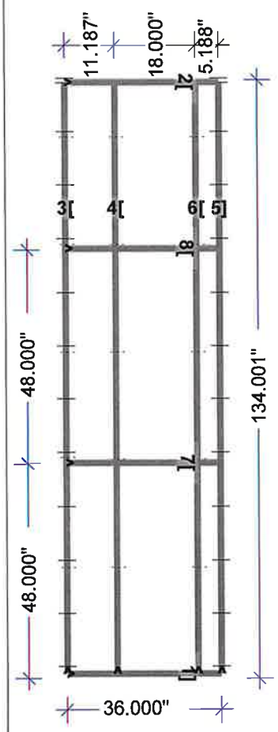


Item ID	QTY	Profile	Desc	Length
1,3	2	600S162-54	jack_stud	13.840"
2,4	2	600S162-54	king_stud	133.840"
5	1	600S162-54	header	195.250"
6	1	600S162-54	added_nog	191.840"
7,8,9,10,11,12,13	7	600S162-54	added_stud	7.730"
14	1	600S162-54	bottom_plat	216.000"
15	1	600S162-54	top_plate	216.000"
16,17	2	600S162-54	stud	133.840"
18,19,20,21	4	600S162-54	nog	11.760"
Length(ft)				**123.613**

AUTHOR NAME

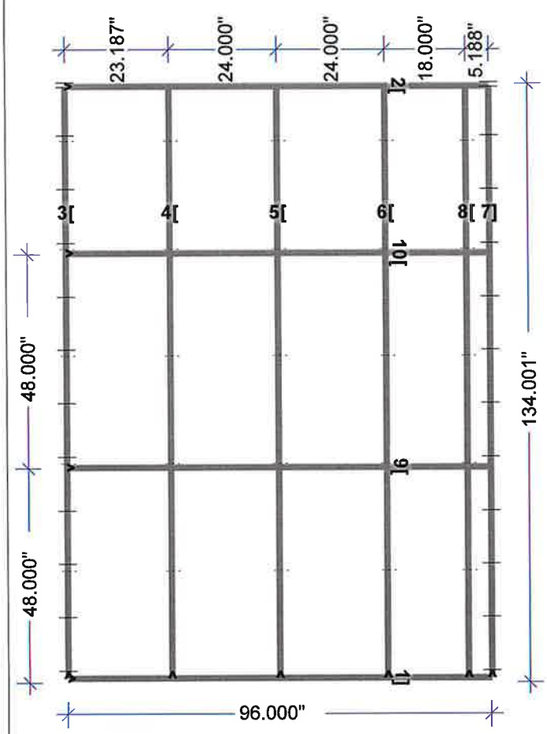
Drawing	W3			Height	134.001"	Length	36.000"	Screws	32

Item ID	QTY	Profile	Desc	Length
2	1	600S162-43	top_plate	36.000"
3,4,5,6	4	600S162-43	stud	133.840"
7,8	2	600S162-43	nog	35.840"
1	1	600S162-43	bottom_plat	36.000"
Length(ft)				**56.589**



AUTHOR NAME

Drawing	W4			Height	134.001"	Length	96.000"	Screws	48

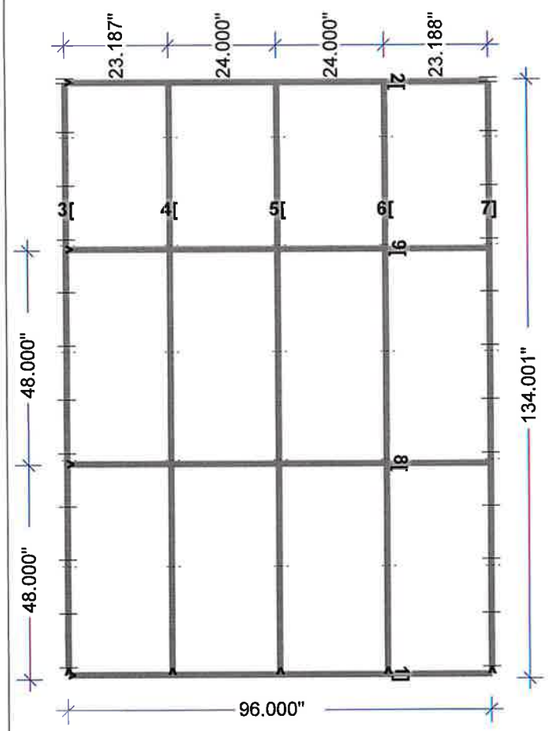


Item ID	QTY	Profile	Desc	Length
1	1	600S162-43	bottom_plat	96.000"
2	1	600S162-43	top_plate	96.000"
3,4,5,6,7,8	6	600S162-43	stud	133.840"
9,10	2	600S162-43	nog	95.840"
Length(ft)				**98.898**

AUTHOR NAME

Drawing	W5			Height	134.001"	Length	96.000"	Screws	40

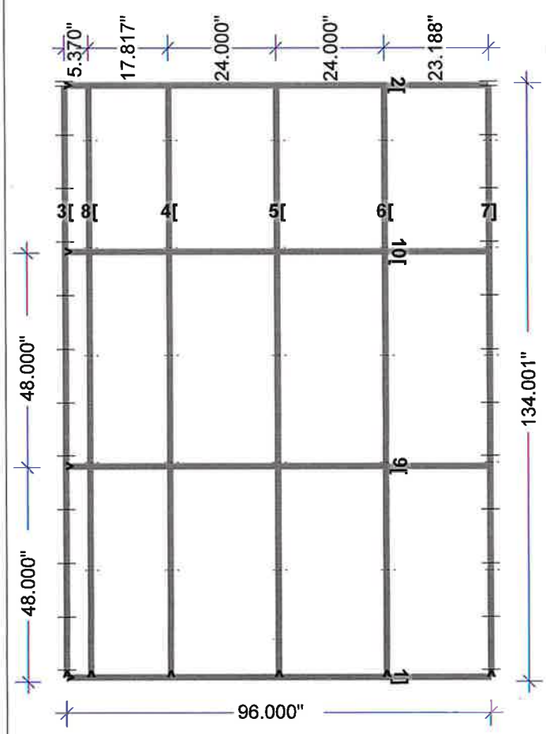
Item ID	QTY	Profile	Desc	Length
1	1	600S162-43	bottom_plat	96.000"
2	1	600S162-43	top_plate	96.000"
3,4,5,6,7	5	600S162-43	stud	133.840"
8,9	2	600S162-43	nog	95.840"
Length(ft)				**87.744**



AUTHOR NAME

Drawing	W6			Height	134.001"	Length	96.000"	Screws	48

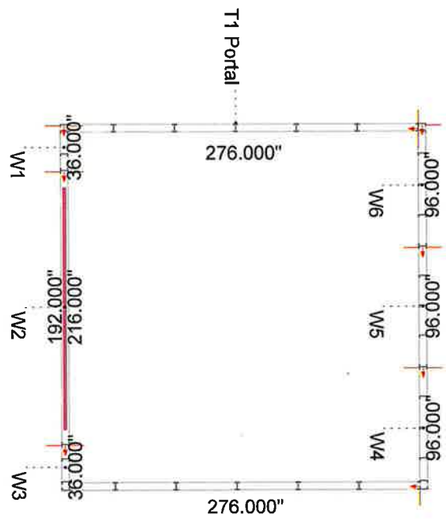
Item ID	QTY	Profile	Desc	Length
1	1	600S162-43	bottom_plat	96.000"
2	1	600S162-43	top_plate	96.000"
3,4,5,6,7,8	6	600S162-43	stud	133.840"
9,10	2	600S162-43	nog	95.840"
Length(ft)				**98.898**



AUTHOR NAME

Wall Layout

0.000" From the Ground

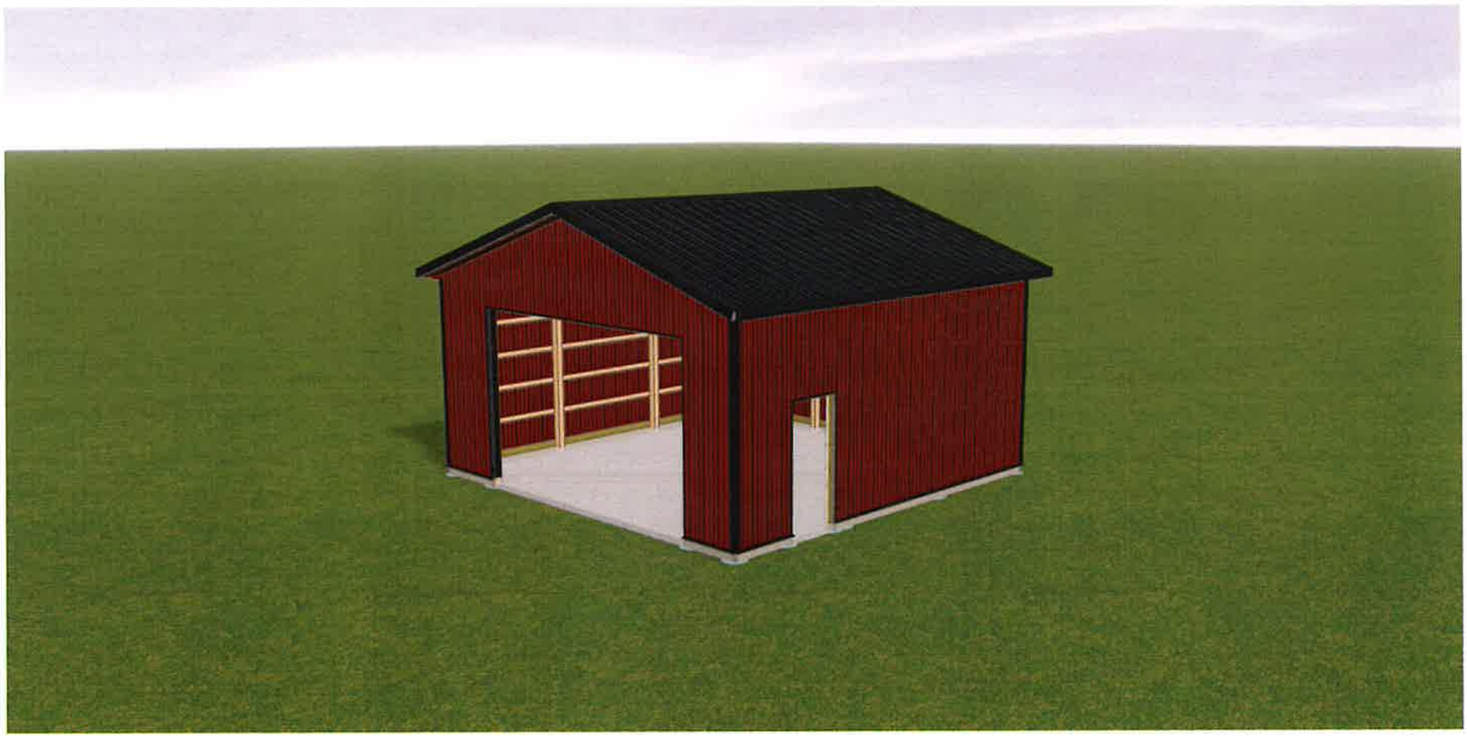


AUTHOR NAME

ALL METAL WORKS

Iso 1

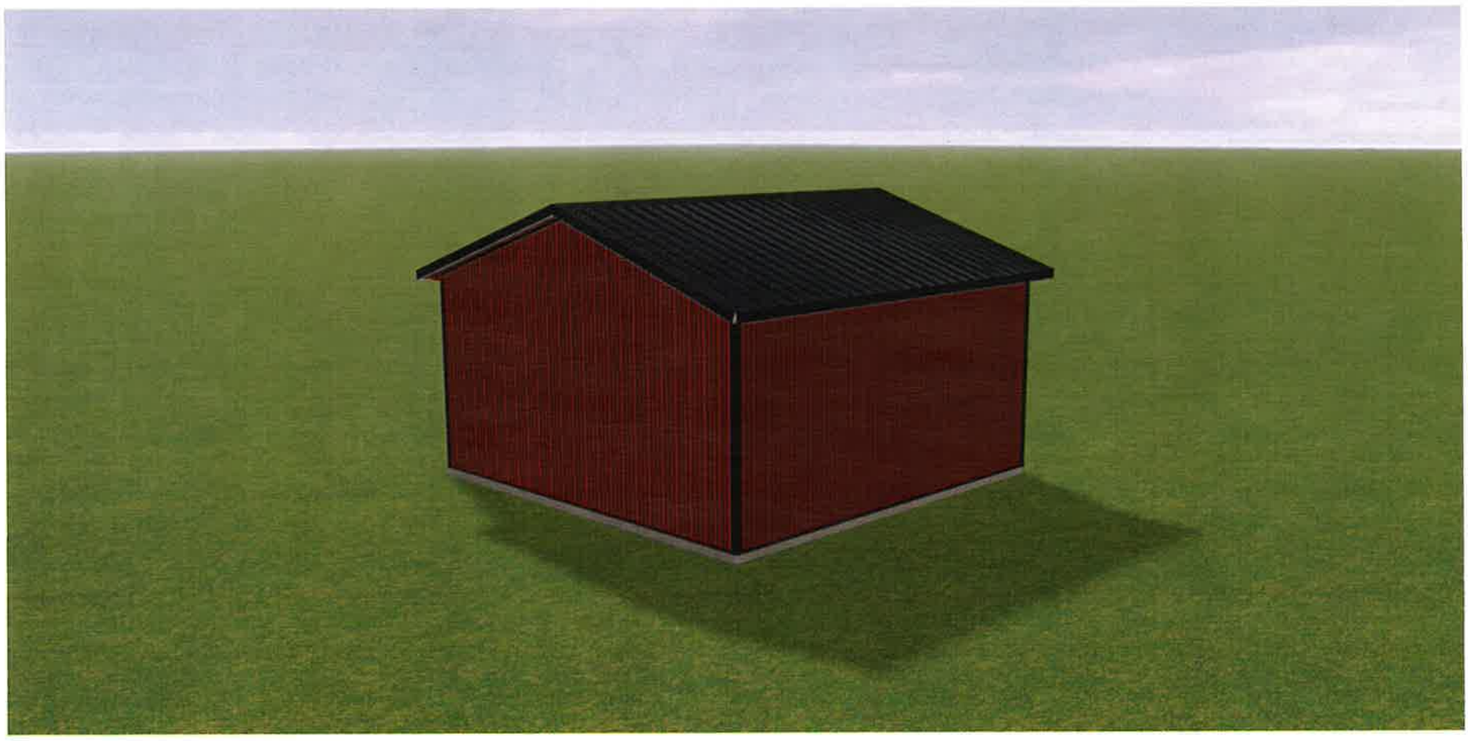
Job: LTCC 24x24 Portal
Date: 11/24/2025
Time: 9:53 AM



ALL METAL WORKS

Iso 2

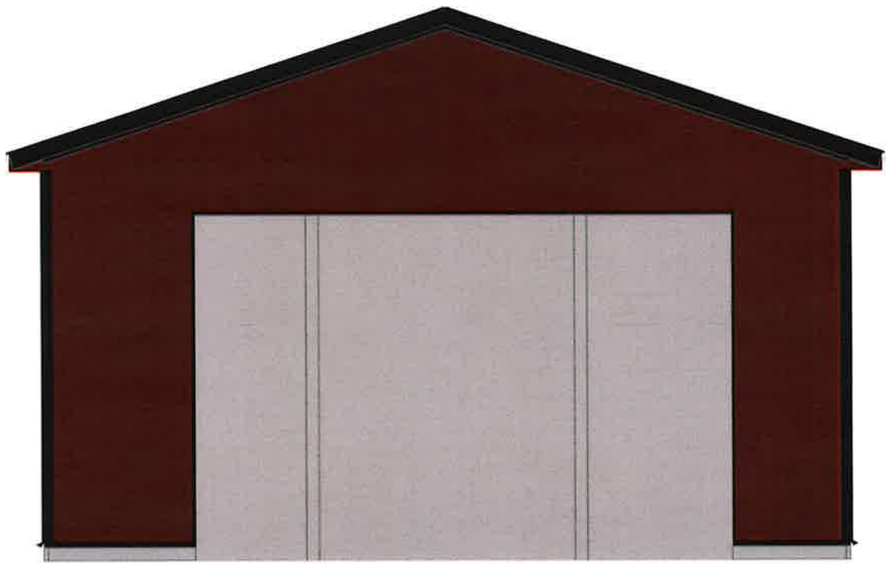
Job: LTCC 24x24 Portal
Date: 11/24/2025
Time: 9:53 AM



ALL METAL WORKS

Front Elevation

Job: LTCC 24x24 Portal
Date: 11/24/2025
Time: 9:53 AM



ALL METAL WORKS

Left Elevation

Job: LTCC 24x24 Portal
Date: 11/24/2025
Time: 9:53 AM

ALL METAL WORKS

Back Elevation

Job: LTCC 24x24 Portal
Date: 11/24/2025
Time: 9:53 AM

ALL METAL WORKS

Right Elevation

Job: LTCC 24x24 Portal
Date: 11/24/2025
Time: 9:53 AM

APPLICATION: APPROVED _____ DISAPPROVED _____

CITY OF LOCKPORT
PLANNING BOARD APPLICATION

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: 7 Ontario Street PHONE: [illegible]

NAME OF APPLICANT: Harrison Development PHONE: (716) 228-5439

EMAIL ADDRESS: cbell@harrisonplacestudio.com

ADDRESS OR LOCATION OF PROPOSAL: 7 Ontario Street

SIZE OF PARCEL OR STRUCTURE: _____

EXISTING ZONING: _____

PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:

Site Plan Review ____ Special Use Permit ____ Home Occupation_____

Alteration to existing building ____ Rezoning ____ Other ____

PROPOSED REQUEST

We're slightly changing the exterior along Ontario Street. We're eliminating the EIFS Board and changing the color of all the brown and green (awnings, doors, railing) to black. Also, the western portion of the building where the stone garage is, will now be black Hardie Board instead of brick. It will be the same material and pattern as the back of 4 Lock Street next door.

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.

2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: ( )Type I, ( )Type II, ( )Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: ( )yes, ( )no; a copy of this determination is attached ( )yes, ( )no.

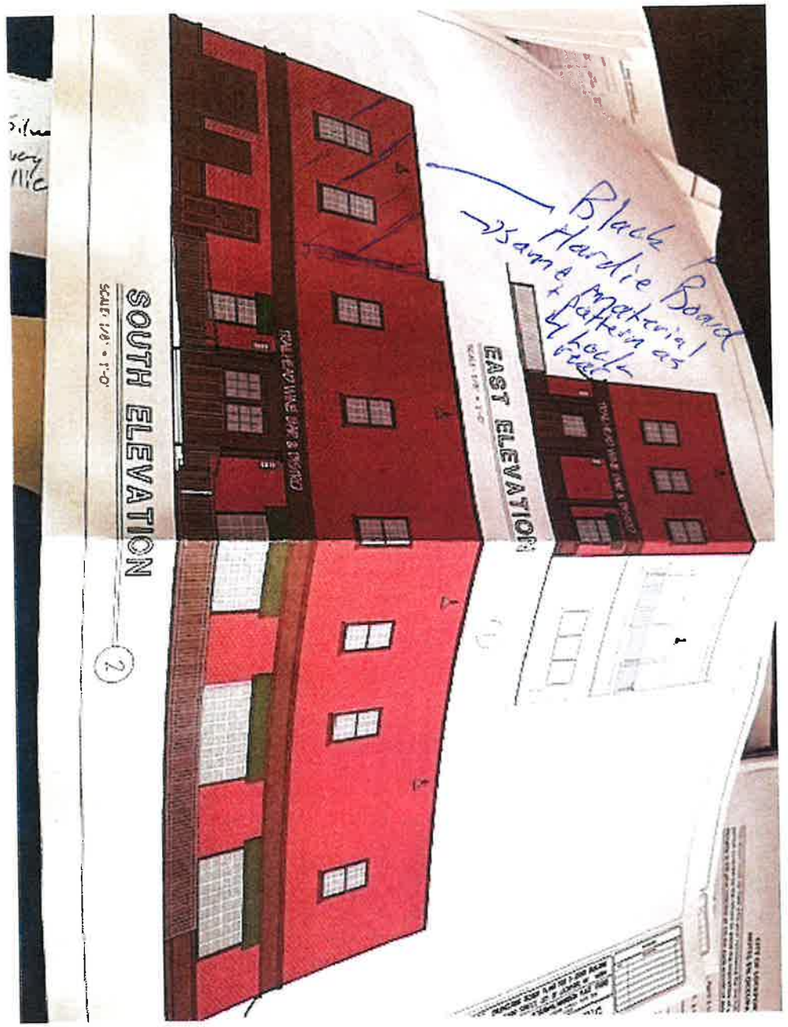
PROPERTY OWNER'S SIGNATURE_____

APPLICANT'S SIGNATURE_____

PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.

Fees:

Site Plan review- $25
Special Use Permit- $100 application, $50 yearly renewal
Home Occupation- $100 application, $50 yearly renewal
Alteration to existing building- $25
Rezoning- $100 or $50 per half acre (whichever is greater)
Subdivision request- $200



Thanks in advance,

Lacey McKenna Irwin
President

RB Mac Construction Co., Inc.
175 S. Transit Street
Lockport, NY 14094
Office: 716-433-2495
Cell: 716-471-2552
Fax: 716-433-2906