

**CITY COUNCIL and PLANNING BOARD of the
CITY OF WATERTOWN
JEFFERSON COUNTY, NEW YORK**

In the Matter of the Application of

**ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP
d/b/a Verizon Wireless**

Lands n/f Parkside Bible Church of The Christian & Missionary Alliance
491 Eastern Boulevard
City of Watertown New York
Tax Map Parcel No. 5-26-103.007

**APPLICATION FOR SITE PLAN REVIEW
and STATEMENT OF INTENT**

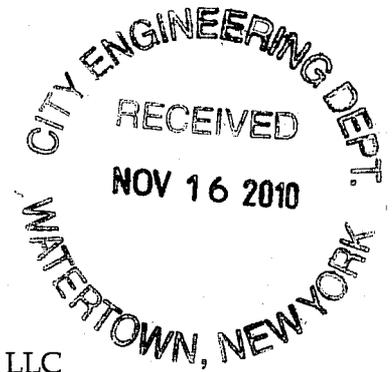
Submitted by:

Verizon Wireless
Sarah Mayberry Stevens, Real Estate Manager
175 Calkins Road
Rochester, New York 14623
(585) 321-5463

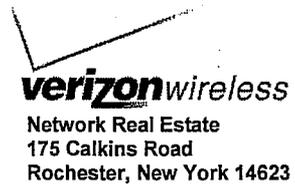
Costich Engineering
David A. Weisenreder, P.E.
217 Lake Avenue
Rochester New York 14608
(585) 458-3020

Michael E. Cusack, Esq.
Young, Sommer, Ward, Ritzenberg, Baker & Moore, LLC
Executive Woods
Five Palisades Drive
Albany, New York 12205
(518) 469-7770

AiroSmith Development
Deborah A. Burke, Site Acquisition Specialist
118 Tarlton Road
Utica NY 13502
(315) 525-2855



Dated: November 12, 2010



November 1, 2010

City Council
City Planning Board
City of Watertown
245 Washington Street
Watertown, New York 12601

RE: Thompson Park Communications Facility — Application of St. Lawrence Seaway
RSA Limited Partnership d/b/a Verizon Wireless

Ladies and Gentlemen:

This letter will verify that the following individuals and/or firms are authorized to speak for Verizon Wireless in connection with the review of the above application:

Michael E. Cusack, Esq.
Young, Sommer, Ward, Ritzenberg, Baker & Moore, LLC
Five Palisades Drive
Albany, New York 12205

Deborah Burke, Site Acquisition Specialist
Airosmith Development
118 Tarlton Road
Utica, New York 13502

David Weisenreder, P.E.
Chris Jensen, P.E.
Costich Engineering, P.C.
217 Lake Avenue
Rochester, New York 14608

Thank you for considering our application.

Sincerely,

A handwritten signature in black ink, which appears to read "Sarah Mayberry Stevens". The signature is written in a cursive, flowing style.

Sarah Mayberry Stevens
Real Estate Manager

PERMIT REQUIREMENTS

If someone other than the property owner is obtaining a permit (i.e. building, sidewalk, sewer, sign, curb cut, city street use, etc.), authorization from the property owner, such as the form below, is required.

SIGNATURE AUTHORIZATION

TO: DEPARTMENT OF ENGINEERING
245 Washington Street
Room 305, Watertown Municipal Building
Watertown, NY 13601

I hereby authorize St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless to sign my name to
(Name of Person)

an application for a permit for:

(BUILDING) and (SIDEWALK) (SEWER)
 (SIGN) fence (CURB CUT) (CITY STREET USE)

for or in connection with property owned by me, located at:

491 Eastern Blvd
(street#) (Direction) (Street name) (street suffix: St, Ave, Blvd)

Also, I further agree to comply with all conditions called for in said application and to abide by all other applicable codes, ordinances and regulations.

Parkside Bible Church of the Christian & Missionary Alliance

Printed Name of Property Owner

Bruce Guckelberg

Signature of Property Owner

Bruce Guckelberg
Date

11-9-10

FEES: Permit fees vary. Checks are an acceptable means of payment and should be made payable to "The City Of Watertown."



**CITY OF WATERTOWN
SITE PLAN APPLICATION
AND
SHORT ENVIRONMENTAL
ASSESSMENT FORM, PART 1**

** Provide responses for all sections. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Failure to submit required information by the submittal deadline will result in **not** making the agenda for the upcoming Planning Board meeting.

PROPERTY LOCATION

Proposed Project Name: Thompson Park Communications Facility

Tax Parcel Number: 5-26-103.007

Property Address: 491 Eastern Boulevard

Existing Zoning Classification: LI (Light Industrial)

OWNER OF PROPERTY

Name: Parkside Bible Church of the Christian & Missionary Alliance

Address: 491 Eastern Boulevard

Watertown, New York 13601

Telephone Number: 315/782-6534 - Pastor Justin Morris

Fax Number: _____

APPLICANT

Name: St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless

Address: 175 Calkins Road

Rochester, New York 14623

Telephone Number: 585/321-5463 - Sarah Mayberry Stevens

Fax Number: _____

Email Address: sarah.mayberry@verizonwireless.com

ENGINEER/ARCHITECT/SURVEYOR

Name: Costich Engineering, P.C., David Weisenreder, P.E.

Address: 217 Lake Avenue

Rochester, New York 14608

Telephone Number: 585/458-3020 x109

Fax Number: 585/458-2731

Email Address: dweisenreder@costich.com

PROJECT DESCRIPTION

Describe project and proposed use briefly:

See Statement of Intent and supporting information
attached hereto

Is proposed Action:

New Expansion Modification/Alteration

Amount of Land Affected:

Initially: 0.21 Acres Ultimately: 0.21 Acres

Will proposed action comply with existing zoning or other existing land use restrictions?

Yes No If no, describe briefly

What is present land use in vicinity of project?

Residential Industrial Commercial Agriculture

Park/Forest/Open Space Other

Describe: municipal water treatment facility; apartment complex;
church

Does project involve a permit approval, or funding, now or ultimately from any other Governmental Agency (Federal, State or Local)?

Yes No If yes, list agency(s) and permit/approval(s)

Building Permit - City of Watertown

Does any aspect of the project have a currently valid permit or approval?

Yes No If yes, list agency(s) and permit/approval(s)

FCC License (Application TAB 5)

As a result of proposed project, will existing permit/approval require modification?

Yes No

Proposed number of housing units (if applicable): N/A

Proposed building area: 1st Floor 360 Sq. Ft.
2nd Floor N/A Sq. Ft.
3rd Floor N/A Sq. Ft.
Total 360 Sq. Ft. (pre-fab equipment shelter)

Area of building to be used for the boiler room, heat facilities, utility facilities
and storage: 34 Sq. Ft.

Number of parking spaces proposed: 2

Construction Schedule: 3 Months

Hours of Operation: 24 x 7 (unmanned public utility facility)

Volume of traffic to be generated: 2-3 trips/month (as needed) ADT

REQUIRED DRAWINGS:

** The following drawings with the listed information **ARE REQUIRED, NOT OPTIONAL**. If the required information is not included and/or addressed, the Site Plan Application will **not** be processed.

ELECTRONIC COPY OF ENTIRE SUBMISSION (PDF preferred)

BOUNDARY & TOPOGRAPHIC SURVEY

(Depict existing features as of the date of the Site Plan Application. This Survey and Map must be performed and created by a Professional Land Surveyor licensed and currently registered to practice in the State of New York. This Survey and Map must be stamped and signed with an original seal and signature on at least one copy, the rest may be copies thereof.

All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).

1' contours are shown & labeled with appropriate spot elevations.

All existing features on and within 50 feet of the subject property are shown and labeled.

All existing utilities on and within 50 feet of the subject property are shown and labeled.

All existing easements and/or right-of-ways are shown and labeled.

Existing property lines (bearings & distances), margins, acreage, zoning, existing land use, reputed owner, adjacent reputed owners & tax parcel numbers are shown and labeled.

The north arrow & graphic scale are shown.

DEMOLITION PLAN (If Applicable) N/A

All existing features on and within 50 feet of the subject property are shown and labeled.

All items to be removed are labeled in darker text.

SITE PLAN

All proposed above ground features are depicted and clearly labeled.

All proposed features are clearly labeled "proposed".

All proposed easements & right-of-ways are shown and labeled.

- Land use, zoning, & tax parcel number are shown.
- The Plan is adequately dimensioned including radii.
- The line work & text for all proposed features is shown darker than existing features.
- All vehicular & pedestrian traffic circulation is shown including a delivery or refuse vehicle entering and exiting the property.
- Proposed parking & loading spaces including ADA accessible spaces are shown and labeled.
- Refuse Enclosure Area (Dumpster), if applicable, is shown. Section 161-19.1 of the Zoning Ordinance states, "No refuse vehicle or refuse container shall be parked or placed within 15 feet of a party line without the written consent of the adjoining owner, if the owner occupies any part of the adjoining property".
- The north arrow & graphic scale are shown.

GRADING PLAN

- All proposed below ground features including elevations & inverts are shown and labeled.
- All proposed above ground features are shown and labeled.
- The line work & text for all proposed features is shown darker than existing features.
- All proposed easements & right-of-ways are shown and labeled.
- 1' existing contours are shown dashed & labeled with appropriate spot elevations.
- 1' proposed contours are shown & labeled with appropriate spot elevations.
- All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).
- Sediment & Erosion control are shown & labeled on the grading plan unless separate drawings have been provided as part of a Stormwater Pollution Prevention Plan (SWPPP).

UTILITY PLAN

- All proposed above & below ground features are shown and labeled.
- All existing above & below ground utilities including sanitary, storm water, water, electric, gas, telephone, cable, fiber optic, etc. are shown and labeled.
- All proposed easements & right-of-ways are shown and labeled.
- The Plan is adequately dimensioned including radii.
- The line work & text for all proposed features is shown darker than existing features.
- The following note has been added to the drawings stating, "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supercede all other plans and specifications provided."

LANDSCAPING PLAN N/A

- All proposed above ground features are shown and labeled.
- All proposed trees, shrubs, and other plantings are shown and labeled.
- All proposed landscaping & text are shown darker than existing features.
- All proposed landscaping is clearly depicted, labeled and keyed to a plant schedule that includes the scientific name, common name, size, quantity, etc.
- For additional landscaping requirements where nonresidential districts and land uses abut land in any residential district, please refer to Section 310-59, Landscaping of the City's Zoning Ordinance.
- Site Plan complies with and meets acceptable guidelines set forth in Appendix A - Landscaping and Buffer Zone Guidelines (August 7, 2007).**

PHOTOMETRIC PLAN (If Applicable) N/A

- All proposed above ground features are shown.
- Photometric spot elevations or labeled photometric contours of the property are clearly depicted. Light spillage across all property lines shall not exceed 0.5 foot-candles.

CONSTRUCTION DETAILS & NOTES

- All details and notes necessary to adequately complete the project including, but not limited to, landscaping, curbing, catch basins, manholes, water line, pavement, sidewalks, trench, lighting, trash enclosure, etc. are provided.
- Maintenance & protection and traffic plans & notes for all required work within City streets including driveways, water laterals, sanitary laterals, storm connections, etc. are provided.
- The following note must be added to the drawings stating:
"All work to be performed within the City of Watertown margin will require sign-off from a Professional Engineer, licensed and currently registered to practice in the State of New York, that the work was built according to the approved site plan and applicable City of Watertown standards. Compaction testing will be required for all work to be performed within the City of Watertown margin and must be submitted to the City of Watertown Codes Department."

PRELIMINARY ARCHITECTURAL PLANS (If Applicable)

- Floor plan drawings, including finished floor elevations, for all buildings to be constructed are provided. (N/A - Equipment Shelter Only)
- Exterior elevations including exterior materials and colors for all buildings to be constructed are provided.
- Roof outline depicting shape, slope and direction is provided.

ENGINEERING REPORT

**** The engineering report at a minimum includes the following:**

- Project location
- Project description
- Existing & proposed sanitary sewer flows & summary
- Water flows & pressure
- Storm Water Pre & Post Construction calculations & summary
- Traffic impacts
- Lighting summary
- Landscaping summary

GENERAL INFORMATION

- ALL ITEMS ARE STAMPED & SIGNED WITH AN ORIGINAL SIGNATURE BY A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR SURVEYOR LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.
- If required, a copy of the Stormwater Pollution Prevention Plan (SWPPP) submitted to the NYSDEC will also be sent to the City of Watertown Engineering Department. N/A
- If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department N/A
- If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department. N/A
- Signage will not be approved as part of this submission. It requires a sign permit from the Codes Department. See Section 310-52.2 of the Zoning Ordinance.
- Plans have been collated and properly folded.
- Explanation for any item not checked in the Site Plan Checklist.
See attached Memorandum and Report of Costich
Engineering, P.C.

- Full
- Completed SEQR – ~~Site~~ Environmental Assessment Form – Part I.
*A copy of the SEQR Form can be obtained from the City of Watertown website.

SIGNATURE

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

St. Lawrence Seaway RSA Cellular Partnership

Applicant (please print) d/b/a Verizon Wireless

Applicant Signature



Michael E. Cusack, Esq.

Regional Local Counsel

Date: 11-12-10

CITY COUNCIL AND PLANNING BOARD of the
CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK

In the Matter of the Application of

ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP
d/b/a Verizon Wireless

Premises: Lands n/f of Parkside Bible Church of
The Christian & Missionary Alliance
491 Eastern Boulevard
City of Watertown, New York
Section 5, Block 26, Lot 103.007

STATEMENT OF INTENT
APPLICATION FOR SITE PLAN REVIEW

I. Introduction

ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP d/b/a Verizon Wireless ("Verizon Wireless" or the "Applicant") proposes the construction of an unmanned public utility/personal wireless service facility (a "communications facility") on a 100± ft. by 100± ft. (10,000± sq. ft.) portion of land n/f owned by Parkside Bible Church of The Christian & Missionary Alliance (the "premises"). The premises are located in the City of Watertown, County of Jefferson, State of New York (Tax Map Parcel No. 5-26-103.007) in the LI (Light Industrial) Zoning District [TABS 1, 2 and 10].

Verizon Wireless is considered a public utility under New York decisional law (*Cellular Telephone Company v. Rosenberg*, 82 N.Y.2d 364 (1993))¹ [TAB 3], and a provider of "personal wireless services" under the federal Telecommunications Act of 1996 (the "TCA") [TAB 4]. Verizon Wireless' equipment will be in operation twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Copies of the applicable Verizon Wireless FCC licenses are included herewith [TAB 5].

Pursuant to the City of Watertown Zoning Law, Chapter 310 of the City Code (hereinafter, the "Zoning Law"), "public utility structures or facilities" are allowable in the LI zone "when necessary to the servicing of a neighborhood and of a kind and character in keeping with the [light industrial] character of the neighborhood" (*Zoning Law § 310-10[A] referencing back to § 310-4[F]*). To obtain a Building Permit, the Applicant must obtain Site Plan approval from the City Council, including a recommendation by the Planning Board (*Zoning Law § 310-55[A]*).

¹ In *Rosenberg*, the State's highest Court determined that the ordinary variance standard is inapplicable and a cellular telephone company applying for relief need only show that (1) the relief is "required to render safe and adequate service," and (2) there are "compelling reasons, economic or otherwise," for needing the variance. *Cellular Telephone Company v. Rosenberg*, 82 N.Y.2d 364, 372 (1993). For the reasons set forth herein, Verizon Wireless believes that this project complies in all material respects with the criteria in the City of Watertown Zoning Law, and that no additional relief is required from the Zoning Board of Appeals ("ZBA").

II. Purpose of Thompson Park Communications Facility

The purpose of the Thompson Park communications facility is to provide an adequate and safe level of emergency and non-emergency Verizon Wireless communications services (in-building and mobile) to the eastern section of the City of Watertown, including local sections of State Street (State Routes 3 and 12), Eastern Boulevard (State Route 3), Pearl Street (State Route 283), Water Street, and numerous residences, businesses and local thoroughfares in and around Thompson Park. Additionally, this communications facility will increase calling capacity in the targeted area, by offloading call traffic from overburdened adjacent cell sites in the Verizon Wireless network.

Coverage to this area (if any) currently originates from two (2) existing but distant Verizon Wireless communication facilities in the City of Watertown ("Woolworth," approximately 1.6 miles west of the proposed site) and the Town of Rutland ("Watertown," approximately 2.3 miles to the southeast). Future coverage and calling capacity provided by Verizon Wireless' recently approved Watertown North facility (approximately 2 miles northwest in the Town of Pamelia) is also considered for purposes of this application.

Due to distance between these cell sites, surrounding terrain and vegetation, increasing demand on the Verizon Wireless network and changes in mobile telecommunications technology generally, these facilities are unable to provide adequate and safe coverage and calling capacity to the Thompson Park area. Accordingly, construction of a new, locally-based communications facility is required to provide a dominant (i.e., continuous) level of advanced third-generation (3G) communications service to this area. See, Site Selection Analysis prepared by Verizon Wireless' Radio Frequency (RF) Engineer and Site Acquisition Specialist, detailing the purpose and need for this facility [TAB 6].

III. Description of Use

In general, Verizon Wireless' communications facility consists of the following components: a single 100± ft. monopole communications tower (104± ft. when including a 4± ft. lightning rod); twelve (12) panel antennas mounted to the top of the tower; one GPS unit; an unmanned equipment shelter measuring 12± ft. x 30± ft. in size; microwave dishes as required for utility services; and all related ground equipment and utility services (power and telephone) [see, Zoning Site Plan of Costich Engineering included herewith at TAB 10].

The communications tower, equipment shelter and associated improvements will be located on a 100± ft. by 100± ft. (10,000± sq. ft.) section of the premises. A 6-foot chain link safety fence (with 1 foot of barbed wire on the top) will be installed to secure the tower site, and protect Verizon Wireless' telecommunications equipment and tower apparatus from unauthorized access. A 30± ft. wide easement area will provide the Applicant with access to and from the premises and to the required utility services [TABS 2 and 10].

The proposed communications facility is unmanned, and will be visited for routine maintenance purposes approximately 1 - 3 times per month (as needed). As such, this project will have no impact on existing water and sewage services. In addition, neither pedestrian nor vehicular access will be significantly impacted.

IV. Compliance with the City of Watertown Zoning Law

The proposed communications facility complies in all material respects with Site Plan Review and other criteria in the City of Watertown Zoning Law:

A. COMMUNICATIONS FACILITY IS A PUBLIC NECESSITY:

1. **Facility is Necessary:** The Applicant has provided expert proof in the form of a report from its Radio Frequency (RF) Design Engineer demonstrating that (i) there is an inadequate and unsafe level of coverage and capacity in the Thompson Park neighborhood of the City of Watertown; and (ii) that a new communications facility is necessary to provide adequate and safe hand-held coverage and service capacity to this area. This report depicts the areas where coverage and capacity issues exist, and illustrates the geographic area that the communications facility needs to be located (the "search area") in order to provide adequate and safe signal strength and coverage to the targeted area (hereinafter referred to for convenience as "Thompson Park") [TAB 6, Figure 1 and Exhibits 1 and 2].
2. **No Suitable Existing Towers or Other Tall Structures:** In connection with this evaluation, the Applicant has retained the services of a real estate expert working in the telecommunications field to complete a report of existing towers and other tall structures in the City of Watertown and surrounding environs. Based upon a thorough review of the search area, there are no suitable existing towers or other tall structures in the search area that will enable Verizon Wireless to provide the necessary coverage and capacity to Thompson Park [TAB 6, pp. 4 - 5]. Two existing towers located outside of the search area were considered and ruled out for technical or other reasons:
 - Watertown Housing Authority (Tax Map Parcel No. 6-3-319.000) - This 2.7± acre parcel is located at 140 Mechanic Street in the Commercial (C) District. The premises host a 16-story apartment building that is extremely close to Verizon Wireless' existing Woolworth location. As the propagation analysis at TAB 6, Exhibit 3 demonstrates, a facility at this location is not feasible as it would provide redundant coverage to Verizon Wireless' Woolworth facility.
 - Thompson Park Water Tank (Tax Map Parcel No. 12-30-101.00) - This 191.3± acre parcel includes an existing City of Watertown water tank facility. While the water tank is an attractive option for Verizon Wireless, the portion of the City's property where this improvement is located is dedicated parkland that cannot be alienated (i.e., leased) to Verizon Wireless without express authorization from the NYS Legislature. Deed restrictions on the site would also prohibit such a lease. Accordingly, the City of Watertown water tank at Thompson Park is not a viable option for Verizon Wireless to pursue.

In summary, based upon an evaluation of potential co-location sites both inside and outside of the search area, the Applicant's experts conclude that there are no existing towers or other tall structures that can be used to satisfy the coverage and capacity objectives of the Applicant as defined in TAB 6.

3. **Evaluation of Alternative New Tower Sites:** As there are no suitable existing towers or other tall structures in the search area, construction of a new tower at a new location is required. A reasonable range of alternative new tower sites inside and outside of the Thompson Park search area has been considered by the Applicant, and ruled out for technical, land use or other reasons. Specifically considered and rejected were The Gym Raquette Club at 473 Eastern Blvd (LI District), the Watertown Housing Authority property at 1708 Ohio St (RC District), Watertown Center shopping center at 144 Eastern Blvd (C District), Children's Home of Jefferson County at 1704 State St (RC District), City School District property at 1537 Ohio St (RB District) and the Watertown Treatment Plant property at 1701 Huntington St. (LI District). Based upon this thorough evaluation of the search area, the Parkside Bible Church site at 491 Eastern Boulevard (LI District) is the most suitable location for Verizon Wireless' proposed new communications facility [TAB 6, pp. 5-7 and Exhibits 2, 4-6].
4. **Proposed Site Meets Coverage and Capacity Objectives:** A propagation analysis documenting the new coverage and service capacity that will be achieved from the Parkside Bible Church site at a height of 100± ft. AGL (104± ft. when including a 4± ft. lightning rod) is set forth at TAB 6, Exhibit 2. As this propagation analysis demonstrates, a new facility at this location and height will enable the Applicant to provide adequate and safe emergency and non-emergency Verizon Wireless communications services to the target area, and satisfy all applicable coverage and service capacity objectives outlined above.
5. **Height Justification:** Verizon Wireless' RF Design Engineer has documented that distance to adjoining cell sites, topography, terrain variations, vegetation and other factors necessitate a minimum tower height of 100± ft. (104± ft. when including a 4± ft. lightning rod) to provide an adequate and safe level of service to the Thompson Park area. This height will also further the objective of fostering the development of communications facilities capable of supporting multiple users [TAB 6].

B. COMPLIANCE WITH SITE PLAN REVIEW CRITERIA:

1. **Site Plan:** A Zoning Site Plan complying with the requirements of Article IX of the City of Watertown Zoning Law is attached as **TAB 10**. An Engineering Report and Memorandum discussing the proposed Zoning Site Plan is attached as **TAB 7**. Both submissions have been prepared by David Weisenreder, P.E., a New York licensed professional engineering with Costich Engineering, P.C.
 - a. **Survey (Zoning Law § 31-56[A][1])** - A survey of the project site showing contours at 1 ft. intervals, the location and average height of existing vegetation on the site (61± ft.), existing buildings, Huntington Street and Eastern Boulevard (State Route 3), proposed utilities, land use and zoning information (including setback data) and the ownership of surrounding properties can be found at **Exhibit 10 Sheet CA100**.
 - b. **Site Plan (Zoning Law § 31-56[A][2])** - A site plan of the proposed communications facility showing the location of the proposed tower, equipment shelter, fence, utilities and associated improvements can be found at **Exhibit 10 Sheet CA110**.
 - c. **Traffic, Parking and Pedestrian Issues (Zoning Law § 31-56[A][3])** - As noted, the proposed communications facility is unmanned, and will be visited for routine maintenance purposes approximately 1 - 3 times per month (as needed) [**TAB 7 at p. 1**]. As such, neither pedestrian nor vehicular access will be significantly impacted. Space for the parking of two maintenance vehicles is shown adjacent to the fence line on **Exhibit 10 Sheet CA110**.
 - d. **Landscaping; Grading (Zoning Law § 31-56[A][4])** - The existing tree / brush line at the site (including mature deciduous and non-deciduous trees averaging 61± ft. in height, with some trees 75± ft. tall) will not be significantly disturbed, and therefore will screen lower portions of Verizon Wireless' project from view [**TAB 7, pp. 2-3**]. Due to the size of the 8.62± acre Church parcel and significant setbacks from adjoining property lines (ranging minimum of 115± ft. from western boundary to maximum of 456± ft. to Eastern Boulevard / State Route 3, measured from the proposed monopole) [**TAB 10 Sheet CA100**], additional landscaping will not be required to screen lower portions of the proposed facility from view.
 - e. **Preliminary Architectural Drawings (Zoning Law § 31-56[A][5])** - No new buildings are proposed, and Verizon Wireless' telecommunications equipment will be stored inside a prefabricated, removable 12± ft. x 30± ft. (360± sq. ft.) equipment shelter [**TAB 7, p.4**]. An elevation view of the proposed equipment shelter is included in the details at **TAB 10 Sheet CA500**.

- f. **Preliminary Engineering Plan (Zoning Law § 31-56[A][6])** - As noted, the project concerns the construction, operation and maintenance of an unmanned public utility / personal wireless service facility. As an unmanned facility, this project will have no impact on existing water and sewage services [TAB 7 pp. 3-4].
 - g. **Construction Sequence (Zoning Law § 31-56[A][8])** - Construction will be completed in a single phase, and a three (3) month time frame is anticipated from project start [Application and TAB 1, p. 6 of 21]. Standard sedimentation and erosion control techniques will be implemented during the construction phase, to minimize storm water runoff to adjoining properties. The existing site grade will be maintained, and drainage flows will not be significantly altered [TAB 7, p. 2].
 - h. **Proposed Use (Zoning Law § 31-56[A][9])** - As stated in TAB 7, this project concerns the construction, operation and maintenance of a public utility / personal wireless service facility (monopole with telecommunications equipment). The proposed facility is unmanned, and will be in operation 24/7 providing public utility communications services to the surrounding community. As an unmanned facility, the project will only be visited for routine maintenance purposes approximately 1 - 3 times per month (as needed). Traffic impacts in this context are negligible.
2. **Full Environmental Assessment Form (Full EAF):** In accordance with the State Environmental Quality Review Act (SEQRA), a Full Environmental Assessment Form (Full EAF) is attached hereto as TAB 1.
 3. **Consent of Landowner:** Attached to this application at TAB 2 is a redacted copy of the lease between Parkside Bible Church and Verizon Wireless which demonstrates the consent of the landlord to this application in paragraph 8 (Signature Authorization Form also included herewith).
 4. **Co-Location Commitment:** A statement of Sarah Mayberry Stevens, Real Estate Manager for Verizon Wireless indicating that the tower will have structural capacity for collocation for up to two additional wireless carriers is attached as TAB 8. The letter also commits the Applicant to negotiate in good faith for shared use of the tower by other telecommunications providers.
 5. **Airspace Safety Analysis:** A preliminary Airspace Safety Analysis has been completed by a qualified airspace safety consultant, Jeppesen Sanderson, Inc. So long as the height of the telecommunications tower is at or below 160 ft. above ground level, no tower marking and/or lighting will be required under Federal Aviation Administration (FAA) rules and regulations [TAB 9].

6. **Lot and Setbacks:** The communications facility is located on a vacant area of an 8.62± acre parcel currently use for religious purposes (Parkside Bible Church). This parcel is sufficiently large to maintain setbacks of a significant distance from adjoining properties [TAB 10 Sheet CA100]:

<u>Parcel / Owner</u>	<u>Direction</u>	<u>Tower Setback</u>
Huntington Heights	West	115± ft. (boundary)
The Gym Raquette Club	South	209± ft. (access road)
Huntington Street	North	333± ft. (roadside)
Eastern Blvd (NY-3)	East	456± ft. (roadside)

In this context, the proposed facility will be meet all setback requirements in the Watertown Zoning Law. In addition, the project will be set back from abutting parcels, public property or street lines a distance sufficient to contain on-site substantially all ice-fall or debris from tower failure, and preserve the privacy of the adjoining residential properties. As noted, the existing tree / brush line at the site (including mature deciduous and non-deciduous trees averaging 61± ft. in height, with some trees 75± ft. tall) will not be significantly disturbed, and therefore will screen lower portions of the project from view. The location of the nearest residential structure measured in feet is on the opposite side of this tree line (Huntington Heights Apartments), approximately 252 ft. to the west [TAB 10 Sheet CA100].

7. **Visual Impact Assessment:** A comprehensive Visual Impact Assessment will be completed by the Applicant to (a) further define areas where the proposed project will be visible or partially visible, and (b) provide additional "before and after" views from any key viewpoints identified by local officials in the initial discussion of this application.

This analysis will include a field investigation consisting of: (i) a "balloon test" at the height of the proposed tower (*i.e.*, 105± ft. AGL); and (ii) simultaneous inspection of key viewpoints and publicly accessible areas within 2.0± miles of the proposed site. Upon completion, a Viewshed Map and Visual EAF Addendum will be prepared, to better assess the potential visual impact(s) of the proposed facility.

Verizon Wireless believes that existing build conditions, terrain differences and dense mature vegetation on site (including trees averaging 61± ft. tall) and in the surrounding area, combined with a generally low tower height and other factors, will serve to buffer and shield views of the proposed tower from portions of the coverage area.

8. **Additional Mitigation Measures:** In addition, Verizon Wireless has taken a number of practical steps to mitigate potential visual impact(s) to the surrounding community:
- a. **Facility Siting:** The facility is located in a LI (Light Industrial) District, on a 8.62± acre parcel presently used for religious purposes. The parcel is sufficiently large to host the facility, which will be set back an appropriate distance from adjoining properties and public roads a distance ranging from a minimum of 115± ft. (Huntington Heights) to a maximum of 456± ft. (Eastern Blvd / State Route 3).
 - b. **Tower Design:** A monopole tower design is proposed due to the decreased visibility of this structure type at the height proposed.
 - c. **Antennas and Related Facilities; Ground Installations:** All antennas and equipment mounted to the tower will be a neutral gray color, which will naturally weather or be painted to an unobtrusive gray to match the tower. Verizon Wireless' equipment shelter will have an earth-tone façade to maximize its ability to blend with natural surroundings.
 - d. **Existing Vegetation:** The existing vegetation surrounding the Church site will not be materially disturbed, and will be preserved to the maximum extent practicable to both mitigate potential visual impact(s) and preserve the stability of soils within the site.
 - e. **Tower Height:** Verizon Wireless has limited the height of its communications facility to 104± ft. above ground level, which will allow its antennas to clear all intervening terrain, structures and vegetation and accomplish applicable coverage and service capacity objectives [TAB 6]. The Applicant's airspace safety consultant (Jeppesen Sanderson, Inc.) has determined that so long as the height of the telecommunications tower is at or below 160 ft. above ground level, no tower marking and/or lighting will be required under Federal Aviation Administration (FAA) rules and regulations [TAB 9].
 - f. **Underground Utilities:** All utilities will be placed underground from the nearest overhead service point on the premises, in a manner consistent with all applicable laws, rules and regulations.
 - g. **Signs:** No signs are proposed to be attached to the tower or antennas. Certain small (approx. 1 foot by 1 foot) signs required by the FCC or containing emergency contact information will be attached to the shelter or compound fence.

C. COMPLIANCE WITH SITE PLAN REVIEW CONSIDERATIONS:

1. **Documentation of Public Utility Status:** Documentation of the Applicant's status as a public utility under New York law is set forth at TAB 3. This project is necessary to the provision of Verizon Wireless' public utility services, and the proposed facility is properly classifiable as a "public utility structure or facility" under *Zoning Law § 310-10[A]* (*referencing back to § 310-4[F]*).
2. **Telecommunications Act of 1996; FCC Licenses:** Documentation of the Applicant's status as a provider of "personal wireless services" under the federal Telecommunications Act of 1996 (the "TCA") is set forth at TAB 4. Copies of the Applicant's Federal Communications Commission (FCC) licenses are set forth at TAB 5. The public utility / personal wireless services in question will be provided over these federally-licensed radio frequencies.
3. **Necessary Local Public Utility Service:** As discussed in TAB 6 and Section IV [A] above, there is a lack of adequate and safe Verizon Wireless public utility service in the surrounding community or neighborhood. This facility is necessary to correct these deficiencies, and provide local residents, businesses and travelers with much needed additional Verizon Wireless calling capacity and in-building coverage in accordance with the Applicant's FCC licenses and other applicable law.

In accordance with *Zoning Law §310-10[A]* (*referencing back to §310-55[A]*), Verizon Wireless' communications facility is clearly "necessary to the servicing of the neighborhood" in and around Thompson Park. By its very nature, a wireless communications facility provides local coverage and calling capacity, and therefore needs to be located in the area where services are required. Currently, service to the Thompson Park neighborhood comes from cell sites that are too far (1.6 - 2.3± miles) away to adequately serve the local community, and construction of a new, *locally-based* communications facility is required to provide adequate and safe Verizon Wireless service and capacity to this area [TAB 6 at pp. 1-7].

4. **Compatibility with Light Industrial Neighborhood:** Verizon Wireless' facility is "in keeping with the [Light Industrial] character of neighborhood" (*Zoning Law §310-10[A]*, *referencing back to §310-55[A]*). The Parkside Bible Church is located at the corner of Huntington St. and Eastern Blvd. (State Route 3), a developed commercial corridor. The City of Watertown water treatment plant is located immediately north. A number of businesses such as Stebbins Engineering & Manufacturing, The Gym Raquette Club, and ABC Supply (a building supply business) surround the Church along State Route 3 to the east and south. Apartment complexes to the west (Huntington Heights and Mountaineer Estates) and other residential areas of the City of Watertown are separated from Verizon Wireless' proposed facility by significant distance, as well as dense mature vegetation on the site that will not be significantly disturbed.

Based upon the foregoing, Verizon Wireless respectfully submits that Site Plan approval is appropriate in this case. In addition, Verizon Wireless notes the following:

Public Necessity

As noted above and in TABS 3 and 4, Verizon Wireless is a public utility under New York law and a provider of personal wireless services under the federal Telecommunications Act of 1996. This project is a public necessity in that it is required to render adequate and safe hand-held coverage and calling capacity to the eastern (Thompson Park) neighborhood of the City of Watertown. Currently, no suitable communications towers or other tall structures exist in this area that could be used by Verizon Wireless as a co-location site. Consequently, this area is not merely lacking adequate and safe coverage and service capacity, but also any means of providing these services. This, combined with the federal mandate to expeditiously deploy advanced wireless services across the nation and Verizon Wireless' FCC licenses to provide such services in the City of Watertown, demonstrates that Verizon Wireless' facility is a public necessity. Without the construction of the communications facility proposed, the public would be deprived of an essential means of communication, which, in turn, would jeopardize the safety and welfare of the community and traveling public.

Compelling Reasons for Approval

The Applicant's Radio Frequency (RF) Design Engineer has demonstrated that there are significant gaps in coverage and service capacity in the Verizon Wireless network in the Thompson Park neighborhood, and that the geographic area where Verizon Wireless needs to locate its facility and provide an adequate and safe level of service (the "search area") is extremely limited. In this case, the Applicant's search area is constrained due to the location of adjoining cell sites, existing build conditions, local zoning requirements, the specific coverage and capacity objectives and other factors.

The Applicant's real estate expert has completed a thorough evaluation of the search area, and documented that there are no suitable existing communications towers or other tall structures that can be used by Verizon Wireless to provide adequate and safe service to targeted area; this report also concludes that the subject site is the most suitable candidate for a new tower facility.

The Applicant's RF Design Engineer has also demonstrated that a minimum tower height of 100± ft. (104± ft. when including a 4± ft. lightning rod) is required to provide an adequate and safe level of coverage and calling capacity from this location. This height will also provide co-location space for use by other licensed wireless users, thereby furthering an important local objective.

Verizon Wireless' proposed site is located on a relatively large (8.62± acre) tract used for religious purposes, and the proposed monopole will be set back from adjoining properties a significant distance ranging from a minimum of 115± ft. (Huntington Heights) to a maximum of 456± ft. (Eastern Blvd / State Route 3). The moderate tower height proposed, combined with dense mature vegetation on site and moderate terrain in the vicinity, will serve to buffer and shield the tower from view for significant portions of the coverage area. Subject to completion of the visual impact "balloon test" analysis, Verizon Wireless believes that the communications facility proposed has been sited to have the least practical adverse visual effect on the environment, and any resultant visual impact will be minimal in nature and scope.

As set forth above, the Applicant has proposed a facility that will enable Verizon Wireless and other wireless service providers to provide adequate and safe coverage and calling capacity to the targeted area in accordance with their FCC licenses. In this regard, the proposed communications facility will not give rise to an undue visual impact.

V. Conclusion

Approval of the communications facility proposed will enable the Applicant to provide an adequate and safe level of hand-held wireless telephone coverage and calling capacity to the Thompson Park neighborhood of the City of Watertown, within the confines of applicable technological and land use limitations. Such approval will also be in the public interest, in that it will allow Verizon Wireless to comply with its statutory mandate to build out its network and provide local businesses, residents and public service entities with safe and reliable wireless communications services. Based upon the foregoing, Verizon Wireless respectfully submits that this project complies in all material respects with the Site Plan Review requirements of the City of Watertown Zoning Law, and any potential impact on the community created by this approval may properly be considered to be minimal and of no significant adverse effect.

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

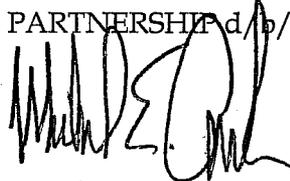
1. Full Environmental Assessment Form ("Full EAF") prepared by Costich Engineering, P.C.;
2. Redacted copies of Lease Agreement between Parkside Bible Church of The Christian & Missionary Alliance and Verizon Wireless;
3. Documentation of Public Utility Status and Overview of the *Rosenberg* Decision;
4. Overview of federal Telecommunications Act of 1996;
5. Copies of the Verizon Wireless FCC Licenses for the Jefferson County area;
6. Site Selection Analysis and Radio Frequency (RF) Engineering Propagation Analyses prepared by the Verizon Wireless Network Engineering Department and Airosmith Development, site acquisition agent to Verizon Wireless, together with FCC Safety Analysis (Appendix "A") prepared by Paul Dugan, P.E. of Millennium Engineering, P.C.;
7. Engineering Report and Memorandum prepared by Costich Engineering, P.C.;
8. Co-Location Commitment Letter prepared by Sarah Mayberry Stevens, Real Estate Manager for Verizon Wireless;
9. Preliminary Airspace Safety Analysis prepared by Jeppesen Sanderson, Inc.; and
10. Zoning Site Plan Drawings prepared by Costich Engineering, P.C.

Kindly place this matter on the agenda for discussion at the next meeting of the City of Watertown City Council and Planning Board. In the meantime, if you should have any questions or require any additional information concerning this project, I can be reached at (518) 469-7770.

Thank you for your consideration.

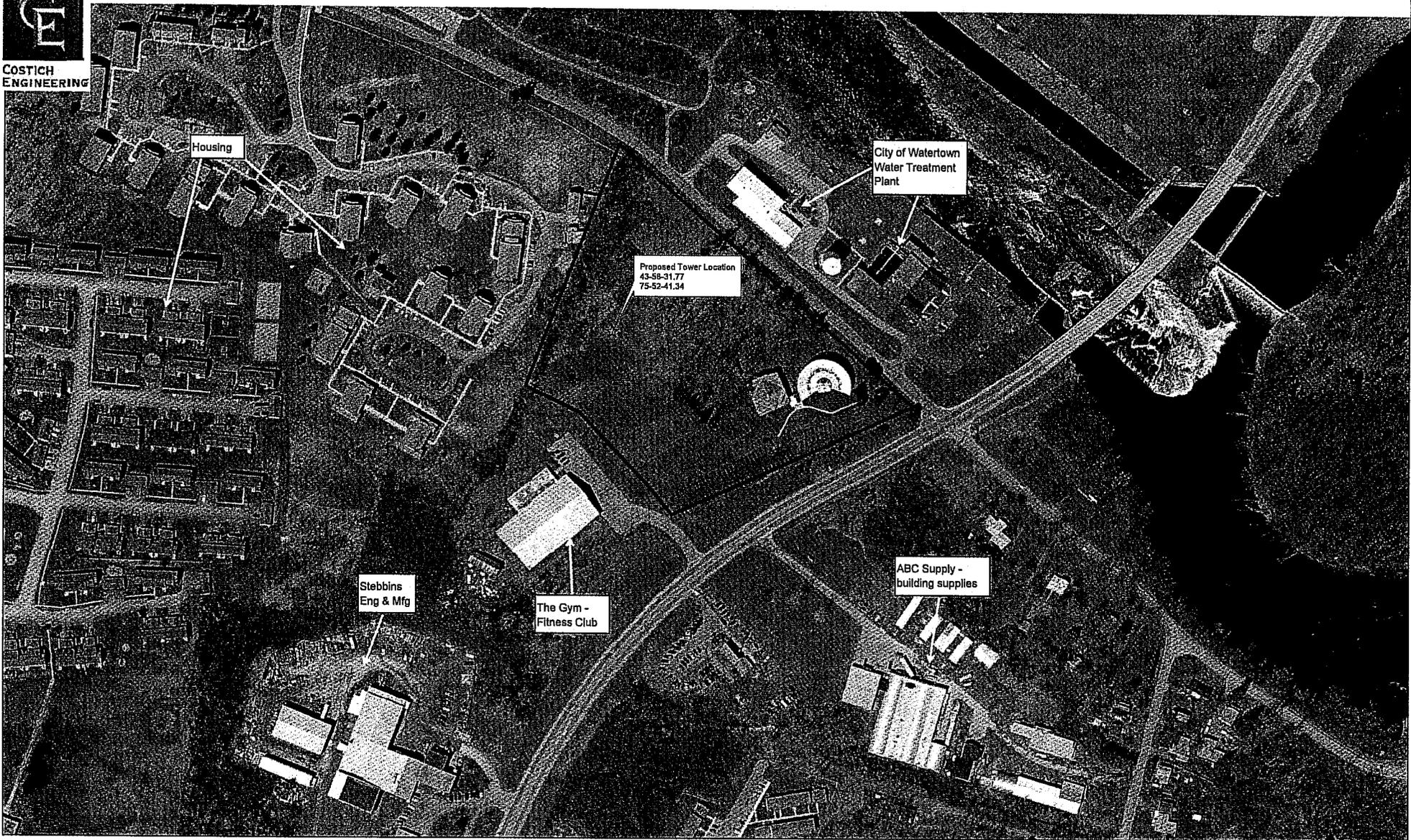
Respectfully submitted,

ST. LAWRENCE SEAWAY RSA CELLULAR
PARTNERSHIP d/b/a Verizon Wireless

A handwritten signature in black ink, appearing to read 'M. E. Cusack', written over the company name.

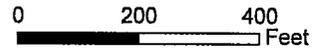
Michael E. Cusack, Esq.
Regional Local Counsel

Dated: November 12, 2010



CE#4562
10/8/2010

VZW-Thompson Park (NYJEF061)
VZW#2009355473
Candidate Overlay





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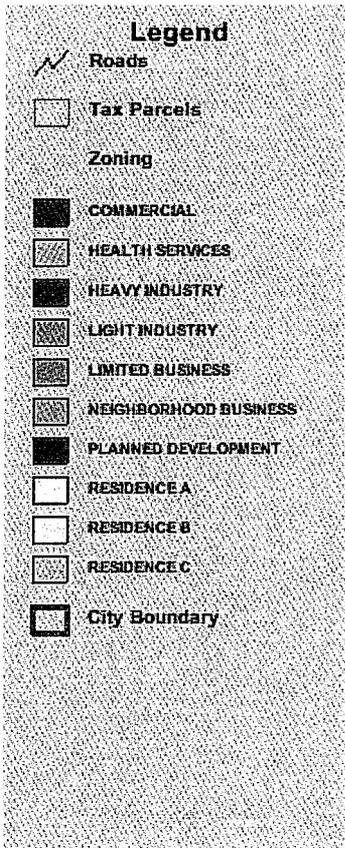
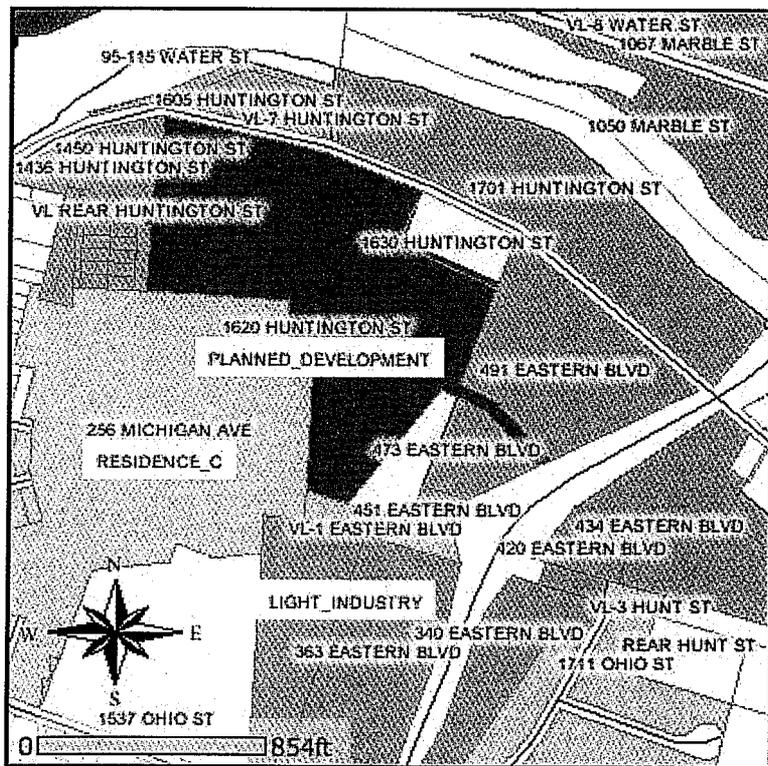
Google

Imagery Dates: Mar 31, 2006 - Apr 1, 2006

49.582422°N, -75.1524437°W, elev. 518 ft

Eye alt 4949 ft

Zoning Map 4



November 9, 2010

Disclaimer: This map was prepared by the City of Watertown Internet Mapping Application. The information was compiled using the most current data available. It is deemed accurate, but is not guaranteed.

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1: Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2: Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small, to moderate or whether it is a potentially large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3: If any impact in Part 2 is identified as potentially large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project:



Part 1



Part 2



Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- A. The project will not result in any large and important impact(s) and, therefore, is one which will not have a significant impact on the environment, therefore a negative declaration will be prepared.
- B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED** negative declaration will be prepared.*
- C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a positive declaration will be prepared.

*A Conditioned Negative Declaration is only valid for Unlisted Actions

St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless Thompson Park Wireless Communications Facility

Name of Action

Name of Lead Agency

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)

November 11, 2010

Date

PART 1--PROJECT INFORMATION

Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless- Thompson Park Communications Facility

Location of Action (include Street Address, Municipality and County)

Near 491 Eastern Boulevard, City of Watertown, Jefferson County

Name of Applicant/Sponsor St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless

Address 175 Calkins Road

City / PO Rochester

State NY

Zip Code 14623

Business Telephone 585-703-1099 Sarah Mayberry-Stevens

Name of Owner (if different) Parkside Bible Church of the Christian & Missionary Alliance

Address 491 Eastern Boulevard

City / PO Watertown

State NY

Zip Code 13601

Business Telephone 315-782-6534 Justin Norris

Description of Action:

Proposed St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless 100' monopole (104' +/- with 4' +/- lightning rod), 11'-6"x30'-0" telecommunications equipment shelter on a 11'-6"x30'-0" concrete pad and associated improvements within a 48'x60' fenced compound for a proposed St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless wireless communications facility. Access to the compound will be provided via a 12' wide gravel driveway extending from Huntington Street.

Please Complete Each Question--Indicate N.A. if not applicable

A. SITE DESCRIPTION

Physical setting of overall project, both developed and undeveloped areas:

1. Present Land Use: Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Other Light Industrial, Municipal Water Treatment, Apartment Complex

2. Total acreage of project area: 0.56 ± acres. (Lease Parcel & Access Drive)

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	<u>0.49</u> acres	<u>0.351</u> acres
Forested	<u>0.07</u> acres	_____ acres
Agricultural (Includes orchards, cropland, pasture, etc.)	_____ acres	_____ acres
Wetland (Freshwater or tidal as per Articles 24, 25 of ECL)	_____ acres	_____ acres
Water Surface Area	_____ acres	_____ acres
Unvegetated (Rock, earth or fill) <u>Stone Yard (0.07)/Gravel Drive (0.13)</u>	_____ acres	<u>0.20</u> acres
Roads, buildings and other paved surfaces	_____ acres	<u>0.009</u> acres
Other (Indicate type) _____	_____ acres	_____ acres

3. What is predominant soil type(s) on project site? Collamer Silt Loam (CnB) per SCS Soil Survey

- a. Soil drainage: Well drained _____ % of site Moderately well drained 100 % of site.
 Poorly drained _____ % of site

b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? N/A acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site? Yes No

a. What is depth to bedrock >6.6 (in feet) per SCS Soil Survey

5. Approximate percentage of proposed project site with slopes:

- 0-10% 100% 10-15% _____ % 15% or greater _____ %

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? Yes No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? Yes No

8. What is the depth of the water table? 1.5'-2' (in feet) per SCS Soil Survey

9. Is site located over a primary, principal, or sole source aquifer? Yes No

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? Yes No

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered? Yes No

According to:

Per the New York State Department of Conservation Environmental Resource Mapper.

Identify each species:

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

Yes No

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

Yes No

If yes, explain:

14. Does the present site include scenic views known to be important to the community? Yes No

15. Streams within or contiguous to project area:

NONE

a. Name of Stream and name of River to which it is tributary

N/A

16. Lakes, ponds, wetland areas within or contiguous to project area:

NONE

b. Size (in acres):

N/A

17. Is the site served by existing public utilities? Yes No
- a. If YES, does sufficient capacity exist to allow connection? Yes No
- b. If YES, will improvements be necessary to allow connection? Yes No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617? Yes No
20. Has the site ever been used for the disposal of solid or hazardous wastes? Yes No

B. Project Description

1. Physical dimensions and scale of project (fill in dimensions as appropriate).

- a. Total contiguous acreage owned or controlled by project sponsor: 0.56 acres. (lease parcel & access easement)
- b. Project acreage to be developed: 0.21 acres initially; 0.21 acres ultimately.
- c. Project acreage to remain undeveloped: 0.35 acres.
- d. Length of project, in miles: N/A (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. N/A %
- f. Number of off-street parking spaces existing 0; proposed 2
- g. Maximum vehicular trips generated per hour: 2-3 month (upon completion of project)?
- h. If residential: Number and type of housing units:

	One Family	Two Family	Multiple Family	Condominium
Initially	<u>N/A</u>	<u> </u>	<u> </u>	<u> </u>
Ultimately	<u> </u>	<u> </u>	<u> </u>	<u> </u>

- i. Dimensions (in feet) of largest proposed structure: 100' monopole height; 11'-6" width; 30' length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? 30' ft. Easement

2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? 0 tons/cubic yards.
3. Will disturbed areas be reclaimed? Yes No N/A

a. If yes, for what intended purpose is the site being reclaimed?

Grading and seeding

- b. Will topsoil be stockpiled for reclamation? Yes No
- c. Will upper subsoil be stockpiled for reclamation? Yes No

4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? 0.21 acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

Yes No

6. If single phase project: Anticipated period of construction: 3 months, (including demolition)

7. If multi-phased: N/A

a. Total number of phases anticipated _____ (number)

b. Anticipated date of commencement phase 1: _____ month _____ year, (including demolition)

c. Approximate completion date of final phase: _____ month _____ year.

d. Is phase 1 functionally dependent on subsequent phases? Yes No

8. Will blasting occur during construction? Yes No

9. Number of jobs generated: during construction 10; after project is complete 0

10. Number of jobs eliminated by this project 0

11. Will project require relocation of any projects or facilities? Yes No

If yes, explain:

12. Is surface liquid waste disposal involved? Yes No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount _____

b. Name of water body into which effluent will be discharged _____

13. Is subsurface liquid waste disposal involved? Yes No Type _____

14. Will surface area of an existing water body increase or decrease by proposal? Yes No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain? Yes No

16. Will the project generate solid waste? Yes No

a. If yes, what is the amount per month? _____ tons

b. If yes, will an existing solid waste facility be used? Yes No

c. If yes, give name _____; location _____

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? Yes No

25. Approvals Required:

		Type	Submittal Date
City, Town, Village Board	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Site Plan Approval</u>	_____
		_____	_____
		_____	_____
City, Town, Village Planning Board	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Site Plan Review</u>	_____
		_____	_____
		_____	_____
City, Town Zoning Board	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
City, County Health Department	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
Other Local Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
Other Regional Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
State Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
Federal Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision? Yes No

If Yes, indicate decision required:

- | | | | |
|---|---|--|--------------------------------------|
| <input type="checkbox"/> Zoning amendment | <input type="checkbox"/> Zoning variance | <input type="checkbox"/> New/revision of master plan | <input type="checkbox"/> Subdivision |
| <input checked="" type="checkbox"/> Site plan | <input type="checkbox"/> Special use permit | <input type="checkbox"/> Resource management plan | <input type="checkbox"/> Other |

2. What is the zoning classification(s) of the site?

Light Industrial (LI)

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

N/A

4. What is the proposed zoning of the site?

Same as existing

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

N/A

6. Is the proposed action consistent with the recommended uses in adopted local land use plans? Yes No

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

Land Uses: Church, Commercial, Industrial, Residential, Park Land, Water Treatment Plant
Zoning Districts: Planned Development, Residence C, Neighborhood Business, Heavy Industrial, Residence B, Light Industry

8. Is the proposed action compatible with adjoining/surrounding land uses within a ¼ mile? Yes No

9. If the proposed action is the subdivision of land, how many lots are proposed? N/A

a. What is the minimum lot size proposed? _____

10. Will proposed action require any authorization(s) for the formation of sewer or water districts? Yes No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

Yes No

a. If yes, is existing capacity sufficient to handle projected demand? Yes No

12. Will the proposed action result in the generation of traffic significantly above present levels? Yes No

a. If yes, is the existing road network adequate to handle the additional traffic? Yes No

D. Informational Details

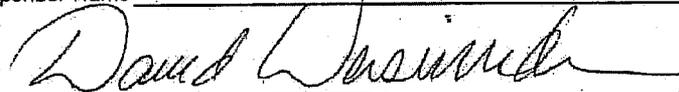
Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

E. Verification

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

Applicant/Sponsor Name St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless Date 11/11/2010

Signature



Title David A. Weisenreder, PE-Costich Engineering - Project Engineer, Agent for Applicant

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

- 1 In completing the form the reviewer should be guided by the question: Have my responses and determinations been reasonable? The reviewer is not expected to be an expert environmental analyst.
- 1 The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- 1 The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- 1 The number of examples per question does not indicate the importance of each question.
- 1 In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be any impact.
- b. **Maybe** answers should be considered as **Yes** answers.
- c. If answering **Yes** to a question then check the appropriate box(column 1 or 2) to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily significant. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
-------------------------------------	-----------------------------------	--

Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where the depth to the water table is less than 3 feet. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction of paved parking area for 1,000 or more vehicles. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a sanitary landfill.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

NO YES

• Specific land forms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

NO YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Extension of utility distribution facilities through a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated freshwater or tidal wetland.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Will Proposed Action affect any non-protected existing or new body of water?

NO YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction of a body of water that exceeds 10 acres of surface area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?
 NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would change flood water flows | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action may cause substantial erosion. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON AIR

7. Will Proposed Action affect air quality?
 NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?
 NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?
 NO. YES

Examples that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?
 NO YES

Examples that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction activity would excavate or compact the soil profile of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

- | | 1
Small to
Moderate
Impact | 2
Potential
Large
Impact | 3
Can Impact Be
Mitigated by
Project Change |
|---|-------------------------------------|-----------------------------------|--|
| • The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 6.17.20, Appendix B.)

NO YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Project components that will result in the elimination or significant screening of scenic views known to be important to the area. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?

NO YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Any impact to an archaeological site or fossil bed located within the project site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

• Other impacts:

 Yes No

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?

 NO YES

Examples that would apply to column 2

• The permanent foreclosure of a future recreational opportunity.

 Yes No

• A major reduction of an open space important to the community.

 Yes No

• Other impacts:

 Yes No

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?

 NO YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

• Proposed Action to locate within the CEA?

 Yes No

• Proposed Action will result in a reduction in the quantity of the resource?

 Yes No

• Proposed Action will result in a reduction in the quality of the resource?

 Yes No

• Proposed Action will impact the use, function or enjoyment of the resource?

 Yes No

• Other impacts:

 Yes No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Alteration of present patterns of movement of people and/or goods: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in major traffic problems. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will create or eliminate employment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?
 NO YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

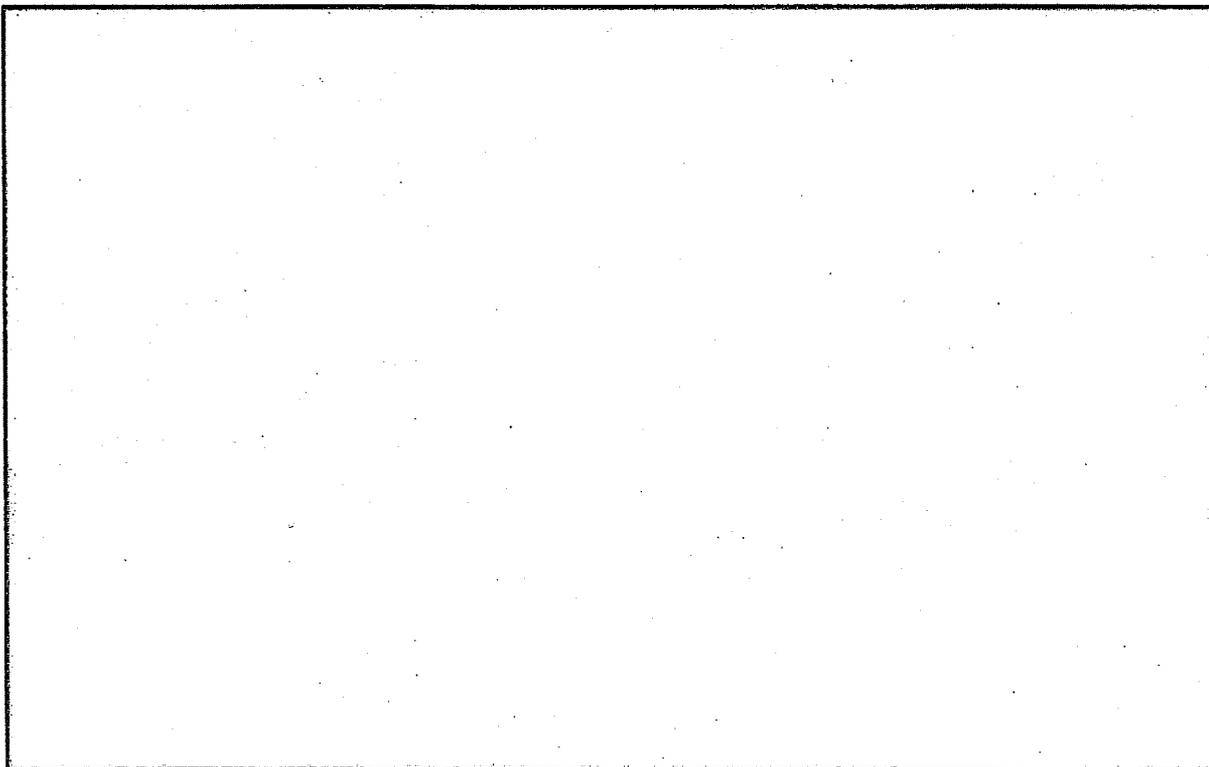
Instructions (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is important.

To answer the question of importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.



OPTION AND LAND LEASE AGREEMENT

This Agreement ("Agreement"), made this 10th day of September, 2010, between **PARKSIDE BIBLE CHURCH OF THE CHRISTIAN & MISSIONARY ALLIANCE** with its principal offices located at 491 Eastern Boulevard, Watertown, New York 13601, hereinafter designated LESSOR; **CHRISTIAN AND MISSIONARY ALLIANCE** with an office at 6275 Pillmore Drive, Rome, New York 13440, hereinafter referred to as C&MA, and **ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 491 Eastern Boulevard, City of Watertown, Jefferson County, State of New York, as shown on the Tax Map of the City of Watertown as an 8.62 acre parcel with Tax Map Number 5-26-103.007, and is further described as Instrument No 2005-00006509 as recorded in the Office of the Clerk of Jefferson County (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 100± ft. by 100± ft. parcel containing 10,000± square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, during the times of LESSEE's access as provided herein, on foot or motor vehicle, including trucks over or along a thirty (30±) foot wide right-of-way extending from the nearest public right-of-way, Huntington Street, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more non-exclusive rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of [REDACTED] to be paid by LESSEE to LESSOR, LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty-five (45) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of [REDACTED] to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below.

All payments made by LESSEE to LESSOR hereunder for such option shall be deemed additional rent, regardless of whether or not LESSEE exercises the option. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto, LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

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

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered except as otherwise provided herein, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

At no cost or expense to LESSOR, LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises for the sole purpose of conducting such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature ("Tests") as LESSEE may deem necessary to determine the feasibility of the Property for the permitted uses as provided in Paragraph 8, at the sole cost of LESSEE. Upon the conclusion of the Tests, the Premises shall be returned to LESSOR in substantially similar condition as it was prior to the commencement of the Tests. Any damage to the Premises directly or indirectly caused by the Tests shall be the responsibility of LESSEE. LESSEE may not proceed with a code amendment or rezoning without LESSOR's express written authorization. Subject to the access limitations set forth in Paragraph 1, LESSEE shall provide 24 hours prior verbal notification of all visits to the Premises. In addition, LESSEE shall indemnify, defend and hold LESSOR harmless from and against any and all injury, loss, damage or claims arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents. Notwithstanding the Option rights provided herein, under no circumstances during the Option period shall LESSEE commence construction of its communications facility.

LESSOR agrees to execute a Memorandum of this Option and Land Lease Agreement which LESSEE may record with the Jefferson County Clerk's Office at no cost or expense to LESSOR. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of either term or rent payments.

LESSEE shall pay, as additional rent, a one-time non-refundable fee of [REDACTED] [REDACTED] ([REDACTED]) for LESSOR's attorney's fees in connection with the negotiation and preparation of this Agreement. The foregoing payment shall be made by LESSEE within forty five (45) days of execution of this Agreement by both parties.

Notice of the exercise of the option shall be given by LESSEE to LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

LAND LEASE AGREEMENT

This Agreement ("Agreement"), made this _____ day of _____, 2010, between **PARKSIDE BIBLE CHURCH OF THE CHRISTIAN & MISSIONARY ALLIANCE** with its principal offices located at 491 Eastern Boulevard, Watertown, New York 13601, hereinafter designated LESSOR, **CHRISTIAN AND MISSIONARY ALLIANCE** with an office at 6275 Pillmore Drive, Rome, New York 13440, hereinafter referred to as C&MA and **ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP** d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 491 Eastern Boulevard, City of Watertown, Jefferson County, State of New York, and being described as a 100± ft. by 100± ft. parcel containing 10,000± square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, during the times of LESSEE's access as provided herein, on foot or motor vehicle, including trucks over or along a thirty (30±) foot wide right-of-way extending from the nearest public right-of-way, Huntington Street, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the City of Watertown as an 8.62 acre parcel with Tax Map Number 5-26-103.007, and is further as Instrument No 2005-00006509 as recorded in the Office of the Clerk of Jefferson County.

LESSOR shall provide LESSEE, LESSEE's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to LESSEE. Notwithstanding the foregoing, in the event LESSEE requires access to the Premises on Sunday mornings during worship services (between the hours of 8:30 am and 1:00 pm), LESSEE shall provide twenty four (24) hour telephonic prior notice to LESSOR and LESSEE shall use best efforts to limit its access and construction, if any, during such hours, except in the event of an emergency.

In the event any public utility is unable to use the Rights of Way, LESSOR hereby agrees to grant an additional right-of-way either to LESSEE or to the public utility at no cost to LESSEE or LESSOR. The location of any such easements and any other agreement required by the appropriate utility or other party for such easements shall be subject to LESSOR's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event that LESSOR does not furnish LESSEE with such written approval or its specific reasons for disapproval within twenty (20) days after the date of submission of the easement location to LESSOR, LESSOR will be deemed to have approved it. In addition to the foregoing, but subject to LESSEE's rights in Paragraph 13, LESSEE shall not unreasonably disturb, obstruct, interfere or

otherwise impair the business operations of LESSOR and LESSOR's tenants, lessees, and licensees on the Property.

Any Rights of Way or easement granted to LESSEE under this Agreement shall terminate upon the expiration or earlier termination of this Agreement, and to the extent the Right of Way or easement is granted to LESSEE and not the public utility, LESSEE hereby agrees to execute and record such documentation, reasonably requested by LESSOR, evidencing such termination.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and/or the Premises, and said survey shall be subject to LESSOR's prior written approval and then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by LESSEE. LESSOR's approval hereunder shall not be unreasonably withheld, conditioned or delayed. In the event that LESSOR does not furnish LESSEE with such written approval or its specific reasons for disapproval within twenty (20) days after the date of submission of the survey to LESSOR, LESSOR will be deemed to have approved it.

The drawing at Exhibit "A" may be replaced by a site plan showing the Premises and the location of LESSEE's improvements thereon, which site plan LESSEE shall submit to LESSOR for LESSOR's written approval prior to LESSEE's commencement of construction, which approval shall not be unreasonably withheld, conditioned or delayed. In the event that LESSOR does not furnish LESSEE with such written approval or its specific reasons for disapproval within twenty (20) days after the date of submission of the site plan to LESSOR, LESSOR will be deemed to have approved it.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental for each year of the initial term of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective (the "Commencement Date"). However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until sixty (60) days after the exercise of the option is effective. Except for the initial rental payment(s) as set forth herein, in the event LESSEE fails to pay any rental due hereunder after notice and an opportunity to cure as hereinafter is provided, the LESSEE may be assessed a late fee of [REDACTED] of the unpaid rental, payable on the first day of the following month as additional rent.

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

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within twenty (20) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSEE agrees to furnish and install separate electrical service (inclusive of a separate meter) to the site for its intended purpose.

4. EXTENSIONS. Provided LESSEE is not in default, this Agreement shall automatically be extended for four (4) additional five (5) year extension terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENTAL INCREASES. The annual rental for the second year and every year thereafter shall increase by [REDACTED] of the previous year's rental.

6. INTENTIONALLY OMITTED.

7. TAXES. LESSOR and LESSEE hereby acknowledge that LESSOR has two (2) real estate tax exemptions on the Property, including (i) a town/county tax exemption and (ii) a school tax exemption (collectively "Tax Exemptions"). In the event that LESSEE's installation at the Premises shall impact LESSOR's ability to receive the Tax Exemptions or a portion thereof, LESSEE shall have the responsibility to pay, within sixty (60) days of receipt of a tax bill from LESSOR, any real estate taxes, assessments, or charges owed on the Property. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSOR shall provide to LESSEE a copy of any notice or assessment relating to personal property, real estate taxes, assessments, or charges for which LESSEE is responsible within forty-five (45) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate personal property, real estate taxes, assessments, or charges until LESSEE has received the notice or assessment relating to such payment as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any such notice or assessment within the forty-five (45) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of personal property, real estate taxes, assessments, or charges referred to in the notice or assessment which was not timely delivered by LESSOR to LESSEE.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment provided that no late charges, fines or lien attaches to the Property. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. Subject to the requirements as provided herein and only after the Option to lease is exercised, LESSEE shall use the Premises for the sole purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto and for not other purpose except as otherwise indicated herein. A security fence

consisting of chain link construction or similar but comparable construction shall be placed around the perimeter of the Premises by LESSEE (not including the Right of Way). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof within the Premises and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSEE's communications facility and all modifications, repairs and maintenance shall be constructed in accordance with this Agreement and Exhibit A. LESSEE shall cause all construction to occur lien-free and in compliance with all Applicable Laws (as defined in Paragraph 33). LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted and shall remove any and all debris resulting from its construction and/or use of the Premises. LESSEE will provide prior notice of the commencement of construction.

LESSEE shall make proper arrangements for receiving, handling, storage and installation of its equipment and other personal property. LESSOR shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to the Property or stored in or on the Premises, except to the extent caused by the negligence or willful misconduct of LESSOR, its employees, agents, or contractors. LESSOR shall assume no responsibility for losses suffered by LESSEE, its agents, employees or invitees, which are occasioned by theft or the disappearance of equipment or other personal property except to the extent such loss, damage or injury is caused by the negligence or willful misconduct of LESSOR, its employees, agents, or contractors.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. At no cost or expense to LESSOR, LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notwithstanding the foregoing, in the event LESSEE terminates this Agreement pursuant to subsections (v) or (vi) above, LESSEE shall pay to LESSOR a termination fee in an amount equal to three (3) months of the monthly rental then in effect. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the

representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

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

b. LESSEE, including any and all contractors, agrees that it will maintain commercial general liability with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR agrees that at such time and in the future, and at its own cost and expense, it will maintain commercial general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE agrees that it will provide an insurance certificate including LESSOR as an additional insured. The certificate of insurance shall provide for thirty (30) day's prior notice to LESSOR of cancellation or reduction below the required policy limits set forth herein of any such policy. Notwithstanding the foregoing, LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

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

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. In the event LESSEE terminates this Agreement within the initial five (5) year term, and the termination is not the result of: (i) the act or omission of LESSOR; or (ii) LESSOR's default hereunder; then LESSEE shall pay a termination fee to LESSOR in the amount of [REDACTED]. Except as set forth in Paragraph 8, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference within five (5) days after receipt of notice of such interference from LESSOR, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s), equipment, conduits, fixtures and all personal property (including any foundation down to five (5) feet below grade level) and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall perform all obligations under this Agreement, including without limitation, pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, any foundation down to five (5) feet below grade, fixtures and all personal property are completed. Subject to LESSOR's obligations in Paragraph 15, any property not so removed shall be deemed abandoned and may be removed and disposed of by LESSOR in such manner as LESSOR shall determine and at LESSEE's reasonable expense,

without any obligation on the part of LESSOR to account to LESSEE for any proceeds therefrom. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in this Paragraph 14. In addition to the foregoing, if LESSEE fails to remove the communications facility by the end of the ninety (90) day removal period, LESSOR may arrange to have the communications facility, or any part or portion thereof, removed. LESSEE shall reimburse LESSOR for any actual and reasonable expense incurred in restoring the Premises should LESSEE fail to restore the Premises as provided in this Paragraph 14.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. If prior to the expiration of the Term, LESSOR delivers written notice to LESSEE that it is not interested in negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be increased to [REDACTED] of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining

required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) business days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) business days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) business day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The reasonable costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party within thirty (30) days of invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount of the reasonable costs and expenses of performing a duty or obligation of LESSOR beyond the applicable notice and grace period, within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, due against all fees due and owing to LESSOR until the full undisputed amount, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

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

b. Each Party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability at the indemnifying Party's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation,

directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by the indemnified Party; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions or industrial hygiene conditions are caused by the indemnified Party.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within sixty (60) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than sixty (60) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and LESSEE shall make all payments of rent through and including such termination date, with respect to payments due to LESSOR under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than sixty (60) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and LESSEE shall make all payments of rent through and including such termination date with respect to payments due to LESSOR under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such

condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

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

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. BROKERS. If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

37. CONDITION OF THE PREMISES. Subject to the terms and conditions of this Agreement, LESSEE hereby accepts the Premises "AS IS" (IN THE CONDITION EXISTING as of the Effective Date), subject to all applicable zoning, municipal, county and state laws and ordinances governing the use of the Premises and any covenants or restrictions of record and accepts this Agreement subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Except for any representations or warranties expressly contained in this

Agreement, LESSEE acknowledges that neither LESSOR nor LESSOR's agents have made any representations or warranties as to the present or future suitability of the Premises for the conduct of LESSEE's business.

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

LESSOR:

**PARKSIDE BIBLE CHURCH OF THE
CHRISTIAN & MISSIONARY ALLIANCE**

William Gleason
WITNESS

By: Bruce Guckelberg
Printed Name: Bruce Guckelberg
Its: Trustee

C&MA:

CHRISTIAN AND MISSIONARY ALLIANCE

Tracy M. Murphy
WITNESS

By: Daniel R. Miller
Printed Name: Daniel D. Miller
Its: President

LESSEE:

**ST. LAWRENCE SEAWAY RSA CELLULAR
PARTNERSHIP, a New York Partnership d/b/a
Verizon Wireless**

By: Upstate Cellular Network, its General Partner
By: Cellco Partnership, its General
Partner and Manager

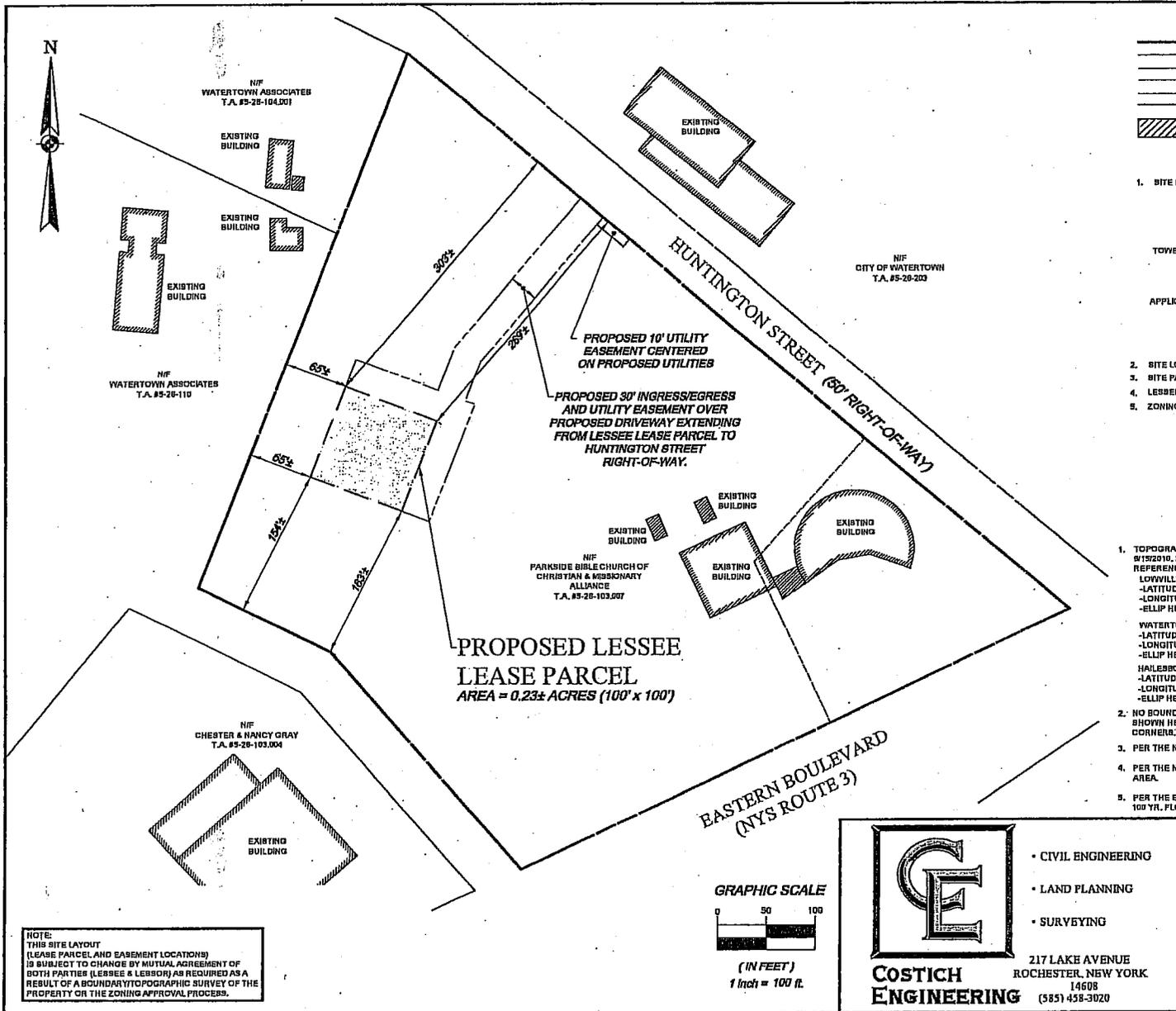
David Heverling
WITNESS

By: [Signature]
Name: David R. Heverling
Title: Area Vice President Network

9/10/12

Exhibit "A"

(Sketch of Premises within Property)



LEGEND

	SECTION/PARCEL BOUNDARY
	PROPOSED EASEMENT LINE
	MIN. BUILDING SETBACK
	CENTERLINE
	EXISTING EASEMENT LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING BUILDING

SITE DATA

- SITE PARCEL OWNER:** PARKRIDE BIBLE CHURCH OF THE CHRISTIAN & MISSIONARY ALLIANCE
481 EASTERN BOULEVARD
WATERTOWN, NEW YORK 13201
CONTACT: PASTOR JUSTIN MORRIS
PHONE: (315) 782-6534
- TOWER OWNER:** ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP
175 CALKINS ROAD
ROCHESTER, NEW YORK 14623
- APPLICANT/LESSEE:** ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP
175 CALKINS ROAD
ROCHESTER, NEW YORK 14623
CONTACT: SARAH MAYERBERRY
PHONE: (585) 321-5953
- SITE LOCATION:** 481 EASTERN BOULEVARD, WATERTOWN NEW YORK 13201
- SITE PARCEL TAX ACCOUNT NUMBERS:** 26-103.007 (8.4 ACRES PER TAX MAP)
- LESSEE LEASE PARCEL:** 0.23 ACRES (100'x100')
- ZONING:** LI (LIGHT INDUSTRY)

REFERENCES

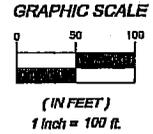
NORTH ORIENTATION

- NORTH ORIENTATION ESTABLISHED BY G.P.S. A SITE SURVEY PERFORMED BY COSTICH ENGINEERING, P.C. ON 8/15/2010.
- DECLINATION OBTAINED FROM THE NATIONAL GEOPHYSICAL DATA CENTER DURING THE MONTH OF JULY 2010.

- TOPOGRAPHY SHOWN FROM A FIELD SURVEY BY COSTICH ENGINEERING, P.C. ON 8/15/2010. HORIZONTAL AND VERTICAL DATA OBTAINED THROUGH NGS "DPUS" REFERENCED TO THE FOLLOWING N.G.S. MONUMENTS:
 LOYVILLE CORS ARP (PID-03539)
 -LATITUDE: 43-47-47.2498 (N) } NAD 83 (CORS)
 -LONGITUDE: 073-28-07.5510 (W)
 -ELLIP HEIGHT: 241.57 METERS
 WATERTOWN CORS ARP (PID-03628)
 -LATITUDE: 44-01-41.6392 (N) } NAD 83 (CORS)
 -LONGITUDE: 073-25-13.5402 (W)
 -ELLIP HEIGHT: 118.28 METERS
 HAILESBORO CORS ARP (PID-DKT177)
 -LATITUDE: 44-18-31.5478 (N) } NAD 83 (CORS)
 -LONGITUDE: 073-28-57.8922 (W)
 -ELLIP HEIGHT: 117.39 METERS
- NO BOUNDARY SURVEY OR SEARCH OF DEEDS WAS PERFORMED. APPROXIMATE PROPERTY LINES SHOWN HEREON FROM CITY OF WATERTOWN TAX MAPS AND FIELD LOCATIONS OF PROPERTY CORNERS.
- PER THE NYSDEQ FRESHWATER WETLANDS MAP, THERE ARE NO STATE WETLANDS IN PROJECT AREA.
- PER THE NATIONAL WETLANDS INVENTORY MAPS, THERE ARE NO FEDERAL WETLANDS IN THE PROJECT AREA.
- PER THE ERBP/EMA PROJECT IMPACT HAZARD INFORMATION AND AWARENESS SITE MAP THERE IS NO 100 YR. FLOOD PLAIN IN THE PROJECT AREA.



PROPOSED LESSEE LEASE PARCEL
 AREA = 0.23± ACRES (100' x 100')



NOTE:
 THIS SITE LAYOUT (LEASE PARCEL AND EASEMENT LOCATIONS) IS SUBJECT TO CHANGE BY MUTUAL AGREEMENT OF BOTH PARTIES (LESSEE & LESSOR) AS REQUIRED AS A RESULT OF A BOUNDARY/TOPOGRAPHIC SURVEY OF THE PROPERTY OR THE ZONING APPROVAL PROCESS.



COSTICH ENGINEERING
 217 LAKE AVENUE
 ROCHESTER, NEW YORK 14608
 (585) 458-3020

- CIVIL ENGINEERING
- LAND PLANNING
- SURVEYING

TITLE OF PROJECT ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP THOMPSON PARK PROJECT #2009355473 (NYJEF061)	
TITLE OF DRAWING <p style="text-align: center;">LEASE EXHIBIT</p>	
LOCATION OF PROJECT <p style="text-align: center;">CITY OF WATERTOWN JEFFERSON COUNTY, STATE OF NEW YORK</p>	
CLIENT ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP 175 CALKINS ROAD, ROCHESTER, NY 14623	DWG. NO. 4562-EX2 SHEET 1 OF 1

DOCUMENTATION OF PUBLIC UTILITY STATUS
and
OVERVIEW OF ROSENBERG DECISION

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 [the carrier's] need to erect the cell site to eliminate service gaps in its cellular telephone service area. The proposed cell site will also improve the transmission and reception of existing service. Application of our holding in *Matter of Consolidated Edison* to sitings of cellular telephone companies, such as [the applicant], permits those companies to construct structures necessary for their operation which are prohibited because of existing zoning laws and to provide the desired services to the surrounding community. . . . Moreover, the record supports the conclusion that [the applicant] sustained its burden of proving the requisite public necessity. [The applicant] established that the erection of the cell site would enable it to remedy gaps in its service area that currently prevent it from providing adequate service to its customers in the . . . area.

Rosenberg, 82 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 the fact that a public utility transmitting facility must be located in a particular area in order to provide service. For instance, water towers, electric switching stations, water pumping stations and telephone poles must be in particular locations (including within residential districts) in order to provide the utility to a specific area:

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

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

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

In the present case, Verizon Wireless does not have reliable coverage and/or service capacity in a significant section of the City of Watertown, including Thompson Park. The communications facility proposed is necessary to remedy this service problem and to provide adequate and reliable wireless telecommunications service coverage to this area. Therefore, Verizon Wireless satisfies the requisite showing of need for the facility under applicable New York law.

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

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

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

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

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

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

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

TELECOMMUNICATIONS ACT OF 1996

JANUARY 31, 1996. Ordered to be printed

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

CONFERENCE REPORT

[To accompany S. 652]

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

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

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

SECTION 1. SHORT TITLE; REFERENCES.

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

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

SEC. 2. TABLE OF CONTENTS.

The table of contents for this Act is as follows:

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

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

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

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

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

“(7) PRESERVATION OF LOCAL ZONING AUTHORITY.—

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

“(B) LIMITATIONS.—

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

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

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

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

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

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

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

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

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

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

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

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

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

~~SECTION 332(c) (47 U.S.C. 332(c)) IS AMENDED BY ADDING AT THE~~
RIERS.

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

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

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

Conference agreement

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

SECTION 704—FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS

Senate bill

No provision.

House amendment

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

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

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

Conference agreement

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

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

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

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

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

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

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

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

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

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

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

~~SECTION 109. MOBILE SERVICE DIRECT ACCESS TO LONG DISTANCE CARRIERS~~

Senate bill

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

House amendment

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

ULS License

**Cellular License - KNKN766 - ST. LAWRENCE SEAWAY RSA
CELLULAR PARTNERSHIP**

Call Sign	KNKN766	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular
Market			
Market	CMA559 - New York 1 - Jefferson	Channel Block	B
Submarket	0	Phase	2
Dates			
Grant	09/08/2010	Expiration	10/01/2020
Effective	09/08/2010	Cancellation	

Five Year Buildout Date

02/25/1996

Control Points

1 500 West Dove Rd, TARRANT, Southlake, TX
P: (800)264-6620

Licensee

FRN	0003477916	Type	General Partnership
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Licensee

ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP 1120 Sanctuary Pkwy, #150 GASAS5REG Alpharetta, GA 30009-7630 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:Network.Regulatory@VerizonWireless.com
---	--

Contact

Verizon Wireless Sonya R Dutton 1120 Sanctuary Pkwy, #150 GASAS5REG Alpharetta, GA 30009-7630 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:Network.Regulatory@VerizonWireless.com
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Ownership and Qualifications

Radio Service Type Mobile
Regulatory Status Common Carrier Interconnected Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government? No
Is the applicant an alien or the representative of an alien? No
Is the applicant a corporation organized under the laws of any foreign government? No

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

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

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

Basic Qualifications

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

Demographics

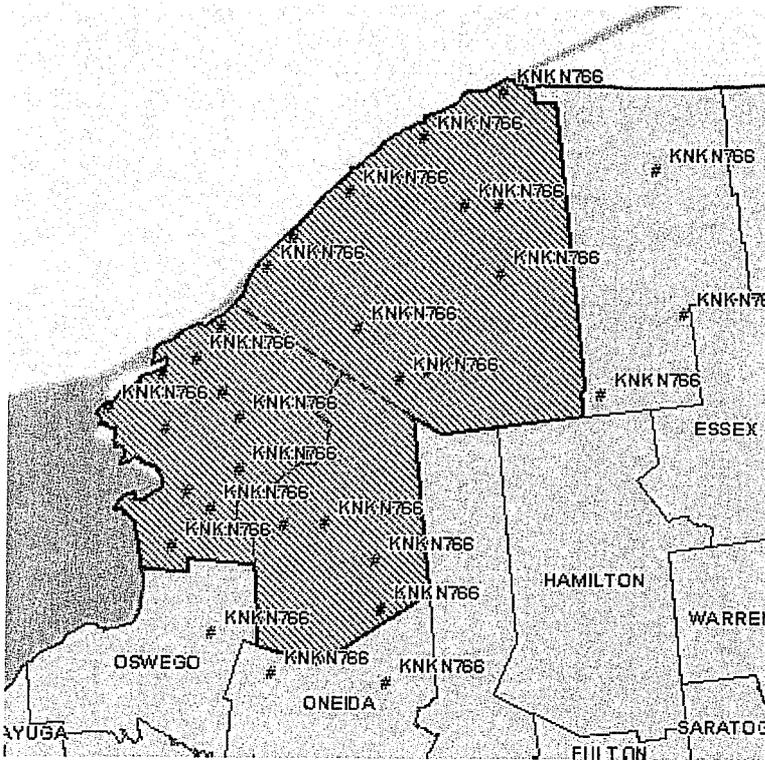
Race

Ethnicity

Gender

Cellular License - KNKN766 - ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP

ULS-GIS



Map Options				Map Select use,
Layer Name	Legend	Visible	Labeled	
Streets		<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>
Counties		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="radio"/>
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MTA		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
CMA		<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>
BEA		<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>
MEA		<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>
EAG		<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>
REA		<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>
VPC		<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>
RPC		<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>
USA		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="radio"/>
World1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>

0 ————— 50,000
m

[View Data Table](#)

ULS License

PCS Broadband License - WPSJ989 - Cellco Partnership

Call Sign	WPSJ989	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular
Market			
Market	BTA463 - Watertown, NY	Channel Block	C
Submarket	2	Associated Frequencies (MHz)	001895.00000000-001910.00000000 001975.00000000-001990.00000000
Dates			
Grant	05/29/2001	Expiration	05/29/2011
Effective	06/11/2009	Cancellation	
Buildout Deadlines			
1st	05/29/2006	2nd	
Notification Dates			
1st	05/25/2006	2nd	

Licensee

FRN	0003290673	Type	Partnership
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Licensee

Cellco Partnership 1120 Sanctuary Pkwy, #150 GASAS5REG Alpharetta, GA 30009-7630 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:Network.Regulatory@VerizonWireless.com
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Contact

Verizon Wireless Sonya R Dutton 1120 Sanctuary Pkwy, #150 GASAS5REG Alpharetta, GA 30009-7630 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:Network.Regulatory@VerizonWireless.com
---	--

Ownership and Qualifications

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

Alien Ownership

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

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

Yes

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

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

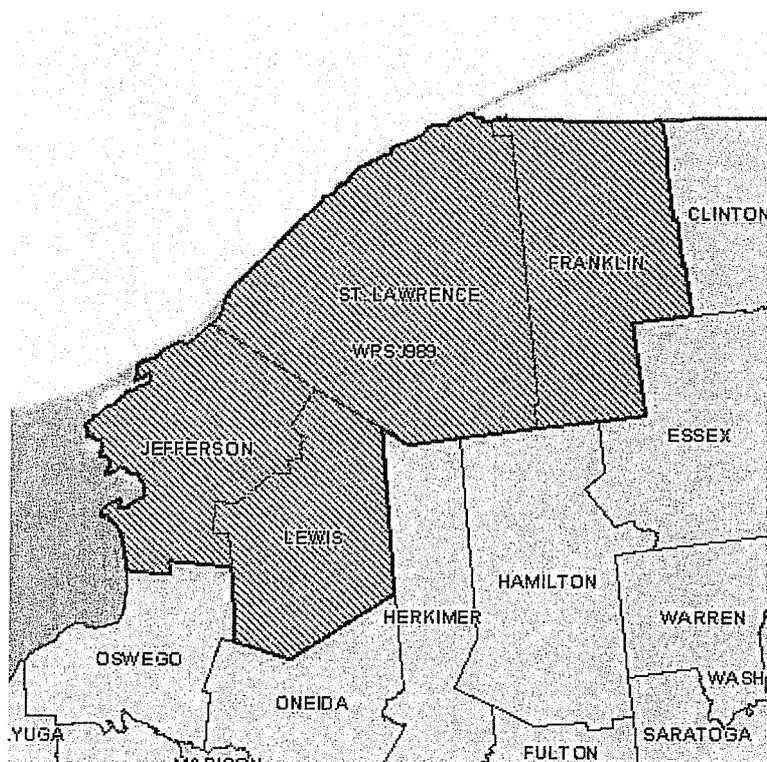
Race

Ethnicity

Gender

PCS Broadband License - WPSJ989 - Cellco Partnership

ULS-GIS



Map Options

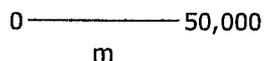
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Streets		<input type="checkbox"/>	<input type="checkbox"/>
Counties		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
BTA		<input type="checkbox"/>	<input type="checkbox"/>
MTA		<input type="checkbox"/>	<input type="checkbox"/>
CMA		<input type="checkbox"/>	<input type="checkbox"/>
BEA		<input type="checkbox"/>	<input type="checkbox"/>
MEA		<input type="checkbox"/>	<input type="checkbox"/>
EAG		<input type="checkbox"/>	<input type="checkbox"/>
REA		<input type="checkbox"/>	<input type="checkbox"/>
VPC		<input type="checkbox"/>	<input type="checkbox"/>
RPC		<input type="checkbox"/>	<input type="checkbox"/>
USA		<input type="checkbox"/>	<input type="checkbox"/>
World1		<input type="checkbox"/>	<input type="checkbox"/>

Map Naviga

Select the tool to use, and click

- Zoom In
- Zoom Out
- Drill Down
- ReCenter
- Map Width: 1245200

Enlarge



[View Data Table](#)

ULS License

PCS Broadband License - WPSJ989 - Cellco Partnership

Market

Call Sign	WPSJ989	Radio Service	CW - PCS Broadband
Market	BTA463 - Watertown, NY	Channel Block	C
Submarket	2	Associated Frequencies (MHz)	001895.00000000-001910.00000000 001975.00000000-001990.00000000
Auction	35 - BB PCS C-F		

Define View: 

Spectrum & Market Area (MHz)

001895.00000000-001902.50000000
001975.00000000-001982.50000000

Market Areas	Type	Code	Population†
Watertown, NY	BTA	463	301747
All Counties (4)			

Refer to Auctions Cross References of market area types including MTA, BTA, counties, and more.

†: Population data is based on 2000 Census.



**Network Engineering
225 Jordan Road
Troy, New York 12180**

RADIO FREQUENCY (RF) ENGINEERING ANALYSIS

THOMPSON PARK COMMUNICATIONS FACILITY, JEFFERSON COUNTY, NY

Verizon Wireless proposes to install and operate a 100± foot communications facility at the Parkside Bible Church, located at 491 Eastern Boulevard in the City of Watertown, Jefferson County, New York. This communications facility is required to: (a) provide seamless Verizon Wireless coverage and improved in-building penetration in the eastern (Thompson Park) section of the City of Watertown; and (b) establish an adequate and safe level of calling capacity in this area by offloading overburdened adjacent cell sites.

This report documents the general methodology used by Verizon Wireless to select the location of this proposed communications facility. It includes a description of the coverage objectives for this particular facility, and a summary of the locations evaluated as potential alternative sites.

Thompson Park Communications Facility

The purpose of the Thompson Park communications facility is to provide seamless Verizon Wireless coverage and improved in-building penetration at a signal level of -78 dBm in the eastern section of the City of Watertown, including State Street (State Routes 3 and 12), Eastern Boulevard (State Route 3), Pearl Street (State Route 283), Water Street, and numerous residences, businesses and local thoroughfares in and around Thompson Park. Additionally, this communications facility will increase calling capacity in the targeted area, by offloading call traffic from adjacent cell sites in the Verizon Wireless network.

Coverage to this area currently originates primarily from Verizon Wireless' existing communications facilities called "Woolworth" and "Watertown" (in the City of Watertown and Town of Rutland, respectively). Future coverage and calling capacity from Verizon Wireless' recently approved "Watertown North" facility (in the Town of Pamela, to the north) is also considered in this analysis. Due to distance between these cell sites, increasing demand on the Verizon Wireless network, surrounding terrain and vegetation, and changes in mobile telecommunications technology generally, these facilities are unable to provide adequate and safe coverage and calling capacity to the targeted area. Accordingly, construction of a new, locally-based communications facility is required to provide a dominant (i.e., continuous) level of advanced third-generation (3G) communications and EVDO service to this area.

General Methodology – Network Design

Verizon Wireless' approach to cell site location begins with recognition that a particular geographic area, or "cell", cannot be sufficiently covered from the existing communications facilities in the surrounding network. This lack of coverage can be attributable to a lack of direct coverage, a lack of available calling capacity, or both.

For these reasons, there are generally two types of communications facilities (a.k.a. "sites"): coverage sites and capacity sites. Coverage sites provide service to areas that are currently uncovered, or fill in "gaps" where there is inadequate coverage. Capacity sites provide additional channels (i.e., calling capacity or bandwidth) in areas with existing but over-utilized wireless coverage, thereby allowing more simultaneous calls and minimizing the potential for call blocking.

As call volume increases approaching the maximum capacity of a particular cell site, additional communications facilities are required to allow more simultaneous calls. To accommodate this increased demand, a new "cell" (i.e., geographic area) is defined so that the coverage from the existing communications facility (or coverage from several adjacent existing facilities) can be split into smaller geographic areas, each having its own increased calling capacity. This allows for additional call capacity through the creation of a new (local) cell, and also through the reduction in coverage area of the existing cells.

Within the new cell, a search area is identified. Typically, the objectives of a search area are to maximize coverage of both the population centers and the major transportation corridors and sometimes to off-load capacity from adjacent nearby existing sites. For technical reasons, the new communications facility must be located in (or near) the search area in order to meet the coverage and capacity objectives of that cell. Cell sites must be close enough together to provide seamless (i.e., overlapping) coverage, but also properly spaced so as not to interfere with one another. In theory, this required spacing creates a "cellular" grid, or honeycomb-like pattern. This pattern, however, can be distorted as the actual coverage area of a particular cell site will vary due to factors such as population, topography and vegetation.

Cellular transmissions are broadcast at a very low power level (compared to radio and TV). For this reason, cellular signals can only travel so far, and are impeded by topography and vegetation. Hills or buildings, and even foliage can block the signal, which is why wireless coverage can sometimes be better in the winter (when leaves are down) than in the summer. Due to these factors, not all locations within a search area will provide adequate coverage. A computer model must be used to analyze each prospective site to determine if it meets the applicable coverage objectives. The transmitting antennas must be placed above the trees and high enough to "see" over nearby hills or buildings. The search area is generally near the center of the defined coverage area, and varies in size with that of the coverage area.

Once the search area is defined, Verizon Wireless looks for a site within the search area that is both technically appropriate and sensible from a zoning and land use perspective. Subject to technical limitations, a site search generally involves consideration of the following: existing towers; other existing tall structures; industrial and commercial zones; agricultural zones; and lastly, residential zones. Municipal properties can be located within any zoning district; therefore, these properties are evaluated with respect to the surrounding properties.

The Thompson Park Search Area

In the Thompson Park area, the primary issues are gaps in direct -78 dBm in-building coverage, and a significant lack of sufficient calling capacity in the area due to increased demand for Verizon Wireless services. As noted above, what service there is in this area originates primarily from Verizon Wireless' existing but distant communication facilities in the City of Watertown ("Woolworth," approximately 1.6 miles west of the proposed site) and the Town of Rutland ("Watertown," approximately 2.3 miles to the southeast). Future coverage and calling capacity provided by Verizon Wireless' recently approved Watertown North facility (approximately 2 miles northwest in the Town of Pamela) is also considered in this analysis. To provide an adequate and safe level of coverage and capacity to this area or "cell," it is necessary to construct a new (local) communications facility in the Thompson Park area.

The search area for the Thompson Park cell site is approximately 0.4 miles in diameter, and is located at the eastern edge of the City of Watertown. The location of the search area is driven by the coverage and capacity objectives. Verizon Wireless' facility must be located where it can provide the needed local coverage and calling capacity detailed in the previous section. The size and shape of the search area is driven primarily by topography, coverage from the existing and planned cell sites referenced above, and future coverage and capacity objectives. An illustration of the Thompson Park search area is set forth at **Figure 1**:

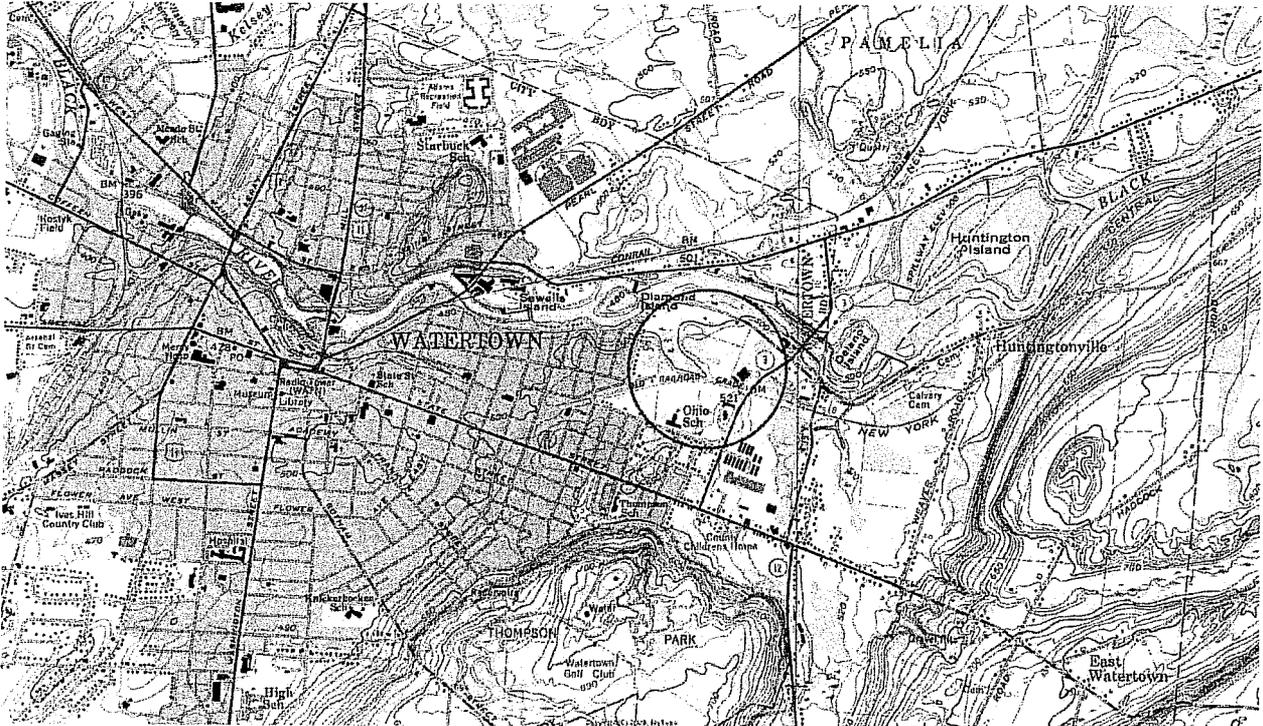


Figure 1 – Thompson Park Search Area

As noted, the Thompson Park facility will provide both coverage and capacity to the Verizon Wireless network. As this facility has dual objectives, placement of the proposed facility is critical. Specifically, the coverage objective is to improve areas in the City of Watertown to the east. The capacity objective is to offload the existing Woolworth facility, also in the City of Watertown, and lessen demand on the Watertown facility in the adjoining Town of Rutland.

The Woolworth facility (as with most Verizon Wireless facilities) is functionally divided in to three (3) sectors (or antenna groupings). Each sector provides its own independent portion of coverage and calling capacity, generally in the direction that the sector antennas are oriented. Therefore, in order to provide capacity relief to the Woolworth facility, there may be as many as three (3) new facilities required to offload the Woolworth facility. The proposed Thompson Park facility is specifically intended to offload the eastward-pointing ("Beta") sector of the Woolworth facility. In order to provide effective offload to the Woolworth Beta sector the proposed facility must be relatively close in proximity to the intended offload sector. Otherwise, if the proposed Thompson Park facility were placed too far from the intended offload sector, capacity relief would not be possible in the targeted area. In addition, the proposed facility also needs to be positioned in the center of the coverage area of the offload sector, to evenly redistribute (or balance) the capacity load between the Thompson Park site and Woolworth Beta sector.

Exhibit 1 demonstrates the existing Verizon Wireless network coverage in the City of Watertown and surrounding areas¹. Areas colored blue indicate coverage from existing facilities. Areas colored yellow indicate coverage from future facilities. The purple colored area represents the coverage area of the Beta sector of the existing Woolworth facility in downtown Watertown, where the majority of the capacity problems exist. This sector will be offloaded by the proposed facility. Areas in white indicate coverage gaps in the northeastern and eastern sections of the City of Watertown (also circled in red).

Exhibit 2 demonstrates theoretical coverage from the proposed facility at a height of approximately 100 ft. above ground level ("AGL") (green color). The proposed facility meets the coverage objective as indicated by the elimination of the white areas (also circled in red) shown in Exhibit 1. The proposed facility meets the capacity objective as indicated by the coverage overlap in to the areas currently covered by the Woolworth Beta sector. Note that the coverage overlap from the proposed facility with the Woolworth Beta sector is partial, but not complete. This is an essential element of proper network design. This partial overlap will provide a balance of the usage demand between the Woolworth Beta sector and the proposed facility.

Site Analysis Summary

Once the search area is determined, it is given to the Site Acquisition Specialist for an in-depth investigation of the targeted area. The Site Acquisition Specialist then identifies appropriate locations within the search area for the proposed new communications facility.

No Existing Towers or Other Tall Structures

In evaluating potential sites for the new communications facility, local land use requirements are specifically considered in consultation with Verizon Wireless' land use counsel. The City of Watertown currently does not have a tower-specific telecommunications law in place, and regulates wireless facilities through the traditional Site Plan Review process applicable to public utility uses.

Nevertheless, the Site Acquisition Specialist has first considered whether there are any existing telecommunications facilities or other tall structures in the search area, capable of hosting the proposed Verizon Wireless communications facility (known as "co-location"). Unfortunately, there are no existing towers or other tall structures of suitable height located inside of the search area. That said, Verizon Wireless has evaluated two (2) existing municipal structures located outside of the search area as potential co-location sites:

1. Watertown Housing Authority (Tax Map Parcel No. 6-3-319.000) – This 2.7± acre parcel is located at 140 Mechanic Street in the Commercial (C) District. The premises host a 16-story apartment building that is in extremely close proximity to Verizon Wireless' existing Woolworth location, and essentially duplicates this existing coverage. As the propagation analysis at **Exhibit 3** demonstrates, a facility at this location would provide redundant coverage, and was therefore rejected by the RF Engineer.
2. Thompson Park Water Tank (Tax Map Parcel Nos. 12-26-101.00; 12-26-104.000; 12-30-101.00) – This 277.2± acre parcel is located south of Academy Street, west of Thompson Blvd and north of Gotham Street in the Residential A (RA) District. The property hosts a municipal water tank, children's play ground, a zoo and public golf course.

¹ All propagation studies in this report were developed using a Verizon Wireless in-house radio frequency propagation prediction tool called "Geoplan". All coverage levels are cellular frequencies plotted at a signal strength of -78 dBm, which is the Verizon Wireless design criterion for adequate and safe in-vehicle and urban in-building service.

While the water tank is an attractive option for Verizon Wireless, the portion of the City of Watertown's property where this improvement is located is dedicated parkland, and held in the public trust. As such, the property cannot be alienated (i.e., leased) by the City for telecommunications use without express authorization from the NYS Legislature.

In addition to this substantial hurdle, any proposed lease to non-municipal entities such as Verizon Wireless would be flatly prohibited by the City's deed, recorded on March 26, 1917 in the Jefferson County Clerk's Office in Deeds Book 350 at Page 89. This instrument provides the following restriction:

"This conveyance is made upon the express condition that the premises herein conveyed shall never be used for any other purpose than a public park. Such park may be maintained, neglected or closed, but no part or portion shall be sold or given away, leased or rented, . . ."

For these reasons, the City of Watertown water tank at Thompson Park is not a viable co-location option for Verizon Wireless.

Based upon this analysis, Verizon Wireless concludes that there are no existing towers or other tall structures located inside or near the search area that are capable of providing the necessary coverage and calling capacity required in this case.

Evaluation of Potential New Tower (Raw Land) Sites

In cases where the search area does not contain any existing towers or other tall structures of sufficient height, construction of a new telecommunication facility is required to meet the local coverage and capacity objectives. The following properties were evaluated as potential sites for Verizon Wireless' new communications facility:

- A. Parkside Bible Church (Tax Map Parcel No. 5-26-103.007) – This 8.62± acre parcel is located at 491 Eastern Boulevard, in the Light Industrial (LI) District. As noted in **Exhibit 2**, a 100± ft. tower facility at this location will fully satisfy the coverage and capacity requirements of the search area.
- B. The Gym Raquette Club/Chester & Nancy Gray (Tax Map Parcel No. 5-26-103.004) - This 3.82± parcel is located at 473 Eastern Boulevard, in the Light Industrial (LI) District, adjacent to the Parkside Bible Church. Although this location is technically feasible, the property owner is not interested in hosting a telecommunication facility.
- C. Watertown Housing Authority (Tax Map Parcel No. 5-18-1013.000) - This existing apartment complex and smoke stack are located at 1708 Ohio Street, in the Residential C (RC) District (7.03± acres). As the existing apartment buildings are only approximately 20-30 feet in height, these structures would not be suitable as a co-location site (see, e.g., propagation analysis showing deficiencies in coverage from antennas at 35± ft. AGL in **Exhibit 4**). As such, this property was evaluated as a potential new tower site. The site is densely developed, residentially zoned, and ground space for the placement of Verizon Wireless' equipment shelter and other improvements is extremely limited. Additionally, a facility at this location would leave significant coverage gaps to the north near the intersections of Main Street and Pearl Street (State Route 283). A propagation analysis showing this deficient coverage that would result from the placement of a new 100± ft. tower facility at this location is annexed at **Exhibit 5** (areas of poor coverage indicated by a red circle).

- D. Watertown Center Development LLC (Tax Map Parcel No. 5-16-320.000) – This 18.39± acre shopping center is located at 144 Eastern Boulevard, in the Commercial (C) District. As the existing retail buildings are only approximately 25-30 feet high (insufficient for co-location use), this property was evaluated as a potential new tower site. Construction of a new 100± ft. tower at this location would leave significant coverage gaps to the north, near the intersections of Main Street and Pearl Street (State Route 283). A propagation analysis showing these deficiencies in coverage is annexed at **Exhibit 6** (areas of poor coverage indicated by a red circle).
- E. Children's Home of Jefferson County (Tax Map Parcel No. 12-18-101.000) This 17.8± acre parcel is located at 1704 State Street in the Residential C (RC) District. The site hosts a residential treatment center for youth-at-risk. The buildings at this location are only approximately 30-40 feet in height, and would not be suitable for co-location use. Construction of a new 100± ft. tower at this residential location would leave significant coverage gaps to the north near the intersections of Main St. and Pearl St. (State Route 283). A propagation analysis showing these deficiencies in coverage is annexed at **Exhibit 7** (areas of poor coverage indicated by a red circle).
- F. City School District (Tax Map Parcel No. 5-11-201.000) – This 18.4± parcel is located on 1537 Ohio Street, in the Residential B (RB) District. The School District is reserving the vacant area of this property for future development, and accordingly, is not interested in hosting a telecommunication facility on this site.
- G. City of Watertown (Tax Map Parcel No. 5-26-203.000) – This is a 13.7± acre parcel is located at 1701 Huntington St, in the Light Industrial (LI) District, and hosts the City of Watertown water treatment plant. The property is between Huntington Street and the Black River, and ground space is extremely limited due to buildings in the 15-20± ft. tall range and other site development. The existing buildings are not tall enough to support co-location use, and insufficient space exists on the site for the development of a new communications tower.

Based upon an evaluation of seven (7) potential alternative new tower sites, the Parkside Bible Church, Inc. property is considered to be an appropriate site for Verizon Wireless' proposed new communications facility. Without limitation to the analysis above, the Parkside Bible Church site is a relative large (8.62± acre) tract located within the search area, and within the Light Industrial (LI) District. Public utility facilities are allowable in this district, subject to the Applicant obtaining Site Plan Review approval. The host parcel meets all applicable setback and other area / bulk requirements, and no additional relief is believed to be necessary from the Zoning Board of Appeals ("ZBA").

In accordance with Zoning Law §310-10[A] (referencing back to §310-55[A]), Verizon Wireless' communications facility is clearly "necessary to the servicing of the neighborhood" in and around Thompson Park. By their very nature, wireless communications facilities are designed to provide local coverage and calling capacity, and it is a fact that service in the local area is currently coming in from cell sites that are too far away (1.6 - 2.3± miles away) to adequately serve the surrounding community or neighborhood. In this context, construction of a new, *locally-based* communications facility is required to provide adequate and safe Verizon Wireless service and capacity to the Thompson Park area.

Also in accordance with said law, Verizon Wireless' facility is "in keeping with the [Light Industrial] character of neighborhood". The Parkside Bible Church is at the corner of Huntington St. and Eastern Blvd. (State Route 3), a developed commercial corridor. The City of Watertown water treatment plant is located immediately north. A number of businesses such as Stebbins Engineering & Manufacturing, The Gym Raquette Club, and ABC Supply (a building supply business) surround the Church along State Route 3 to the east and south. Apartment complexes to the west (Huntington Heights and Mountaineer Estates) are separated from Verizon Wireless' proposed facility by significant distance and mature vegetation in the 60± ft. tall range, and will not be significantly impacted by this unmanned facility.

In summary, after evaluating a reasonable range of alternative sites, the Applicant's RF engineering and real estate experts have determined that a new 100± ft. monopole (104± ft. when including a 4± ft. lightning rod) at the Parkside Bible Church location will satisfy all applicable coverage objectives, and provide much needed capacity relief to the targeted area. Accordingly, the Parkside Bible Church site is considered as the best alternative for construction of a new Verizon Wireless communications facility in the Thompson Park search area.

Height Justification

The height of the proposed Thompson Park communications facility is 100± ft. AGL (104± ft. when including a 4± ft. lightning rod). From a technical standpoint, this height is sufficient to overcome potential interference with and/or blocking of Verizon Wireless' RF signals due to rolling terrain and surrounding vegetation, including trees averaging 61± ft. tall on site and some as high as 75± ft. Accordingly, the RF Engineer has determined that a 100± ft. tower at the proposed location would satisfy the applicable proper coverage and capacity objectives described above.

The engineering determination of 100± ft. in height is based not only on the need to provide an adequate coverage footprint, but also on the need to provide sufficient capacity relief to the Beta sector of Verizon Wireless' adjoining Woolworth communications facility. If the proposed facility is reduced too far in height, the amount of capacity relief to the Woolworth Beta sector will also be reduced. Importantly, the height of Verizon Wireless' existing antennas at the Woolworth facility is approximately 100 feet, which is very comparable to the 100 ft. height proposed for the Thompson Park facility. From an RF engineering standpoint, the proposed height of 100± ft. is necessary to balance coverage between the two sites, and create an even distribution of usage between the existing Woolworth facility and the proposed Thompson Park facility.

Additionally, as provided elsewhere in this application package, Verizon Wireless has committed to a monopole tower design that is capable of supporting two (2) additional wireless carriers, each having panel antenna arrays similar to that proposed by the Applicant. This height and structural design will provide a suitable co-location space and/or allow the additional users to be located at appropriate separation intervals from Verizon Wireless and each other (thereby avoiding potential RF interference). Accordingly, approval of the proposed 100± ft. structure height (104± ft. when including a 4± ft. lightning rod) is respectfully requested.

Technical Information

Frequency Modulation / Type of Service

The frequency, modulation and class of service of Verizon Wireless' radio equipment will be:

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

C2 Block PCS
Tx 1975 – 1982.5 MHz
Rx 1895 – 1902.5 MHz

Modulation: Code Division Multiple Access (CDMA)
Class of Service: Handheld Mobile Communications

Verizon Wireless currently offers handheld, third-generation (3G) voice and data wireless services over its FCC-licensed frequencies.

Categorical Exclusion / Maximum Permitted Exposure (MPE)

A certification from a New York licensed professional engineer (Paul Dugan, P.E. of Millennium Engineering, P.C.) entitled "RF Safety FCC Compliance of Proposed Communications Facility Modifications" is included at **Appendix A**, to document that Verizon Wireless' proposed transmissions will be: (a) in full compliance with the current FCC RF emissions guidelines (NIER); and (b) categorically excluded from local regulation under applicable federal law.

Conclusion

Verizon Wireless is unable to co-locate its proposed communications facility on any existing tower or other tall structure within or near the search area, at a height that will meet the required RF engineering coverage objectives. Accordingly, construction of a new tower is required.

A new monopole tower located on the Parkside Bible Church property at a height of 100± ft. AGL (104± ft. when including a 4± ft. lightning rod) will enable Verizon Wireless to provide an adequate and safe mobile and in-building coverage, and improved calling capacity to the targeted area of the City of Watertown. Verizon Wireless believes that the proposed site is well-suited for telecommunications tower development, and is the most appropriate location for this proposed facility.

In summary, a new communications facility at the proposed location and height will meet all of the required coverage and capacity objectives. Upon completion, Verizon Wireless' facility will enhance the public welfare by providing government, businesses and individuals with a modern, more efficient system of communications for police, fire and other emergency or non-emergency use.

Prepared By: Joseph Sorrentino
 Radio Frequency (RF) Design Engineer
 St. Lawrence Seaway RSA Limited Partnership
 d/b/a Verizon Wireless

Deborah Burke
Site Acquisition Specialist
Airosmith Development

Dated: November 12, 2010

Verizon Wireless - Thompson Park (City of Watertown, New York) - Radio Frequency propagation analysis
 Cellular coverage, (880 mhz), at -78 dbm

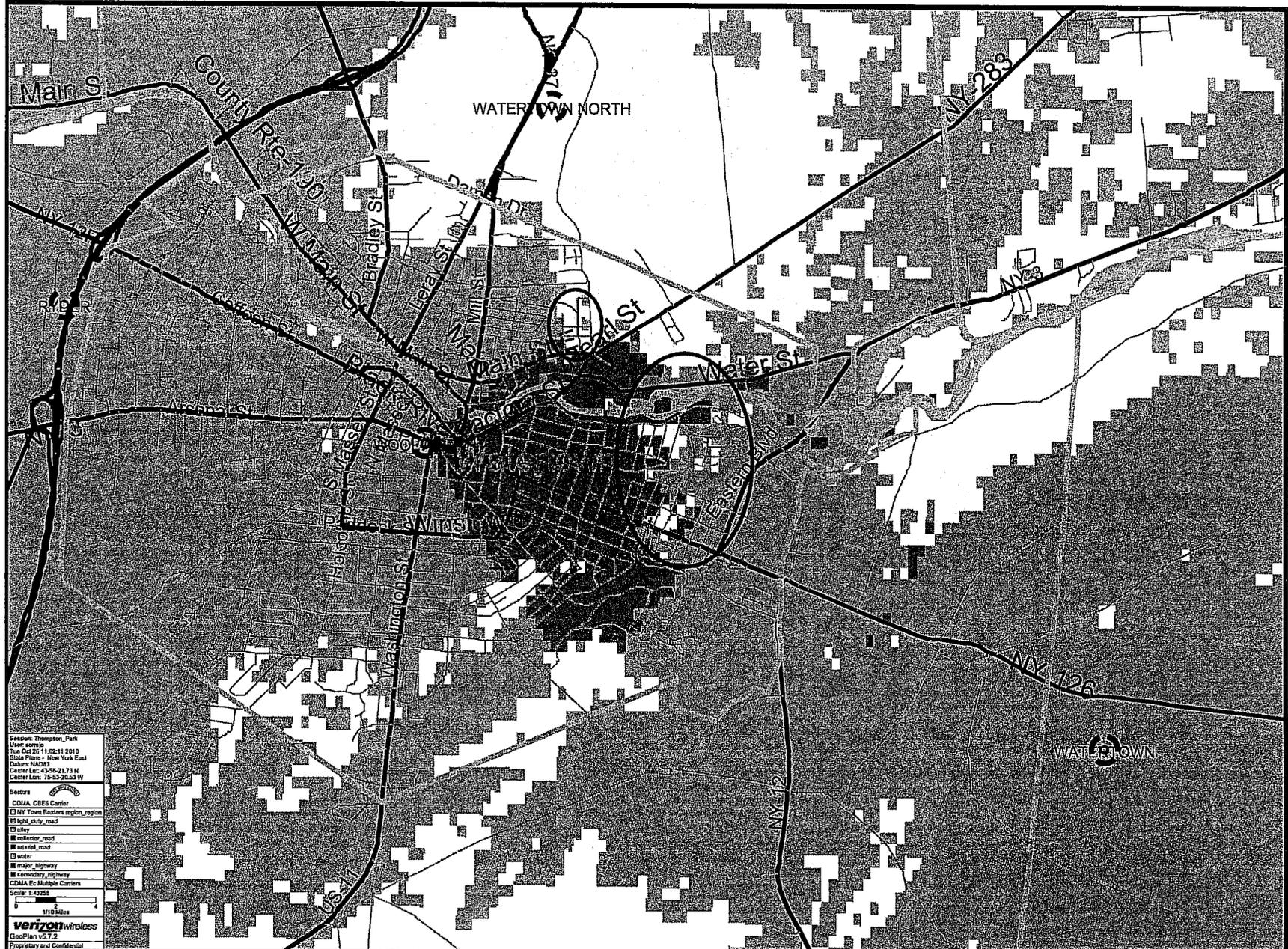


EXHIBIT 1

Coverage from existing facilities - Blue; Coverage from existing Woolworth facility Beta sector - Purple
 Coverage from future facilities - Yellow

Verizon Wireless - Thompson Park (City of Watertown, New York) - Radio Frequency propagation analysis
 Cellular coverage, (880 mhz), at -78 dbm

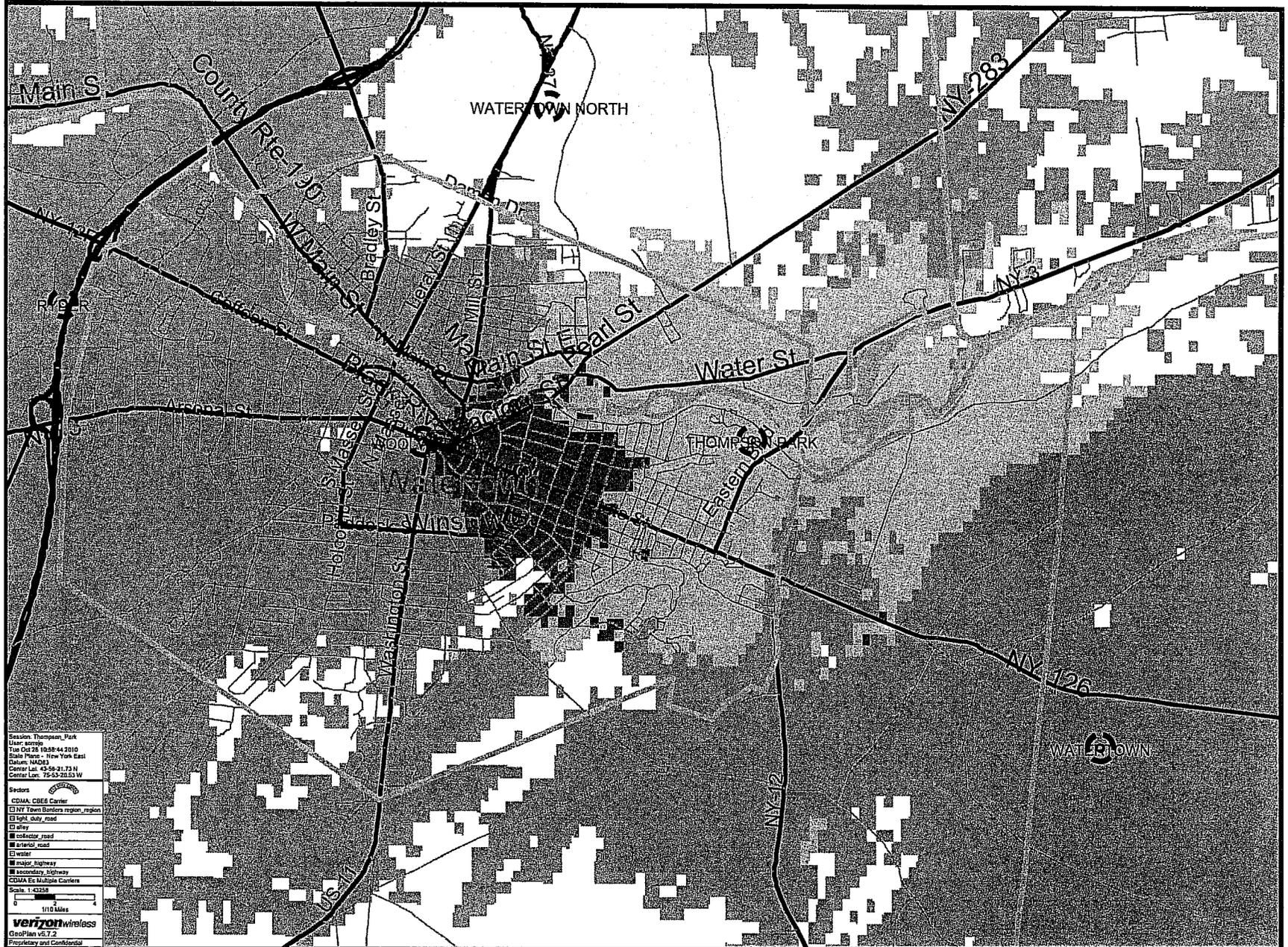


EXHIBIT 2

Coverage from existing facilities - Blue; Coverage from existing Woolworth facility Beta sector - Purple
 Coverage from future facilities - Yellow
 Coverage from proposed facility at 96' (100' tower) - Green

Verizon Wireless - Thompson Park (City of Watertown, New York) - Radio Frequency propagation analysis
 Cellular coverage, (880 mhz), at -78 dbm

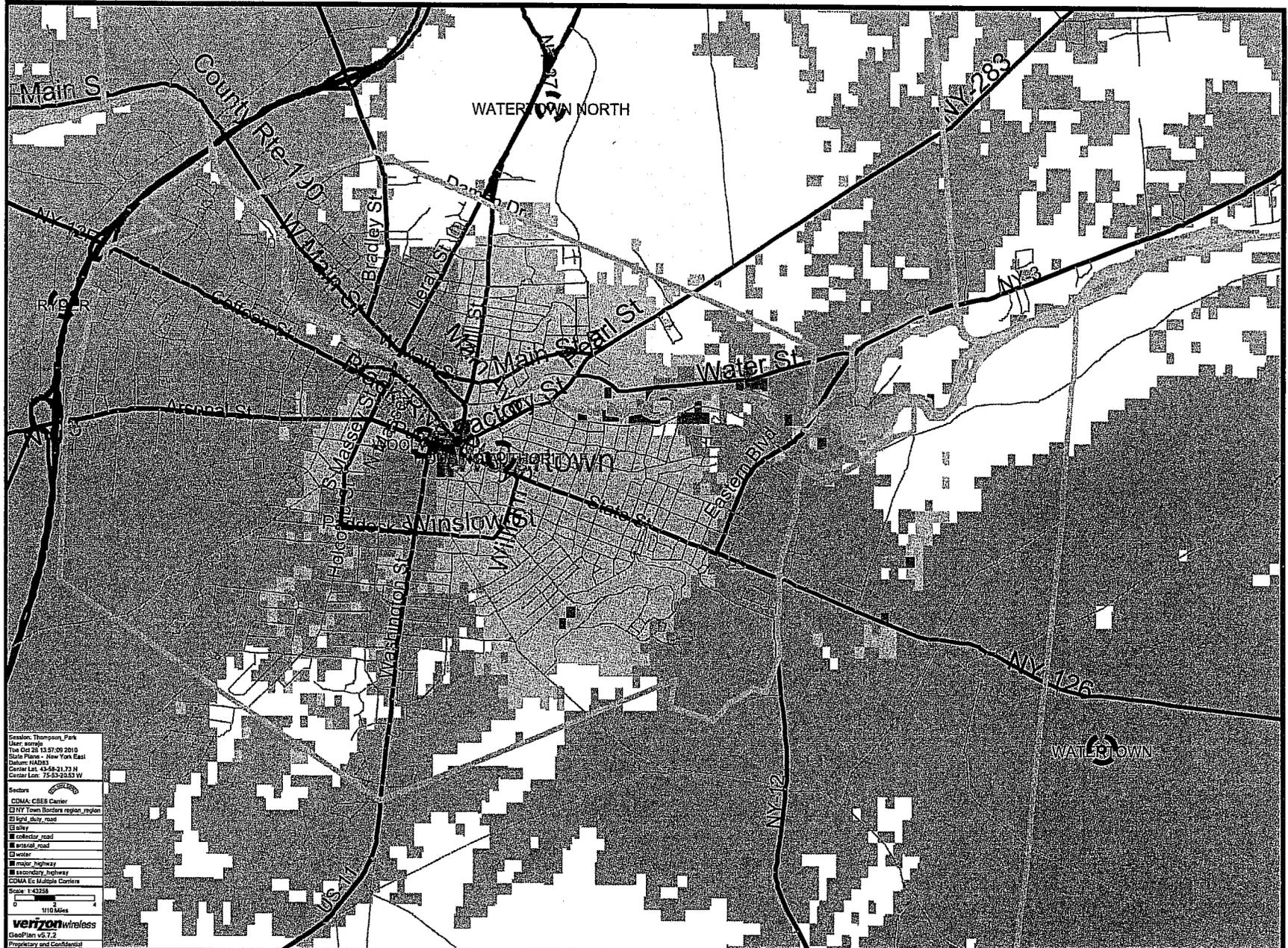


EXHIBIT 3

Coverage from existing facilities - Blue; Coverage from existing Woolworth facility Beta sector - Purple
 Coverage from future facilities - Yellow
 Coverage from Watertown Housing Authority (140 Mechanic Street) location at 96' - Green

Verizon Wireless - Thompson Park (City of Watertown, New York) - Radio Frequency propagation analysis
 Cellular coverage, (880 mhz), at -78 dbm

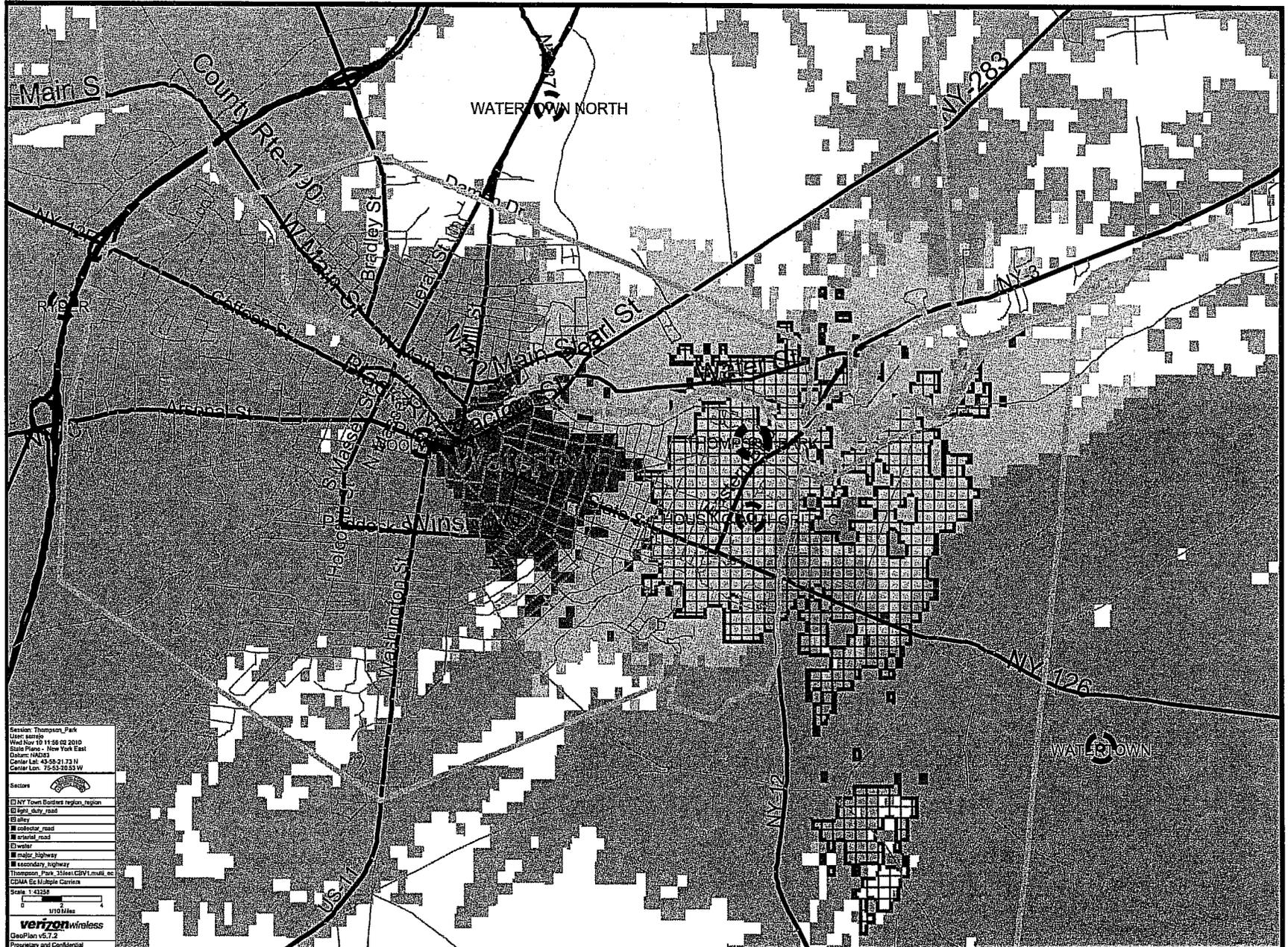


EXHIBIT 4

Coverage from existing facilities - Blue; Coverage from existing Woolworth facility Beta sector - Purple
 Coverage from future facilities - Yellow
 Coverage from proposed facility at 96' - Green; Coverage from Watertown Housing Authority (location C) at 35' - Blue (hatched)

Verizon Wireless - Thompson Park (City of Watertown, New York) - Radio Frequency propagation analysis
 Cellular coverage, (880 mhz), at -78 dbm

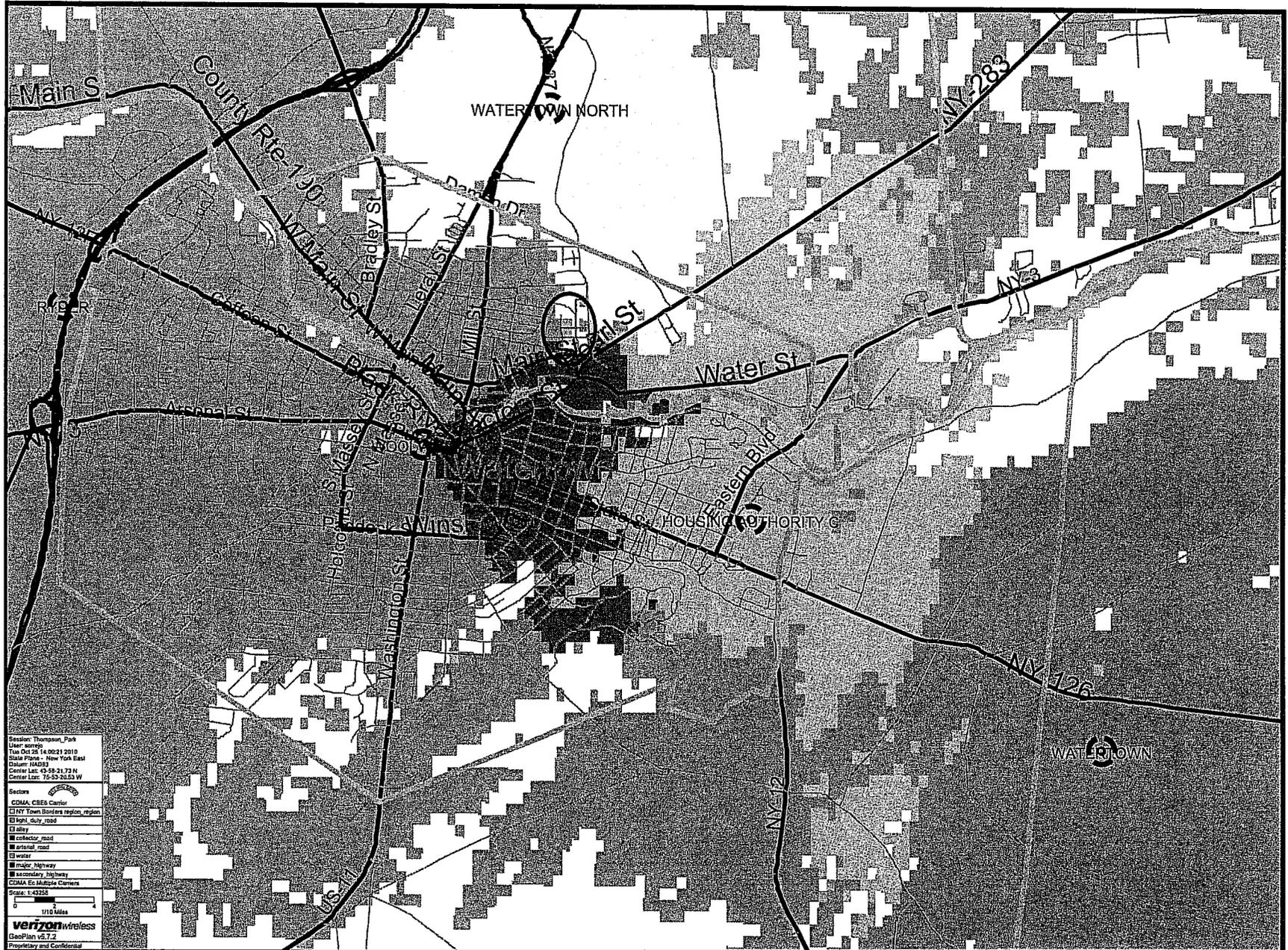


EXHIBIT 5

Coverage from existing facilities - Blue; Coverage from existing Woolworth facility Beta sector - Purple
 Coverage from future facilities - Yellow
 Coverage from Watertown Housing Authority (location C) at 96' - Green

Verizon Wireless - Thompson Park (City of Watertown, New York) - Radio Frequency propagation analysis
 Cellular coverage, (880 mhz), at -78 dbm

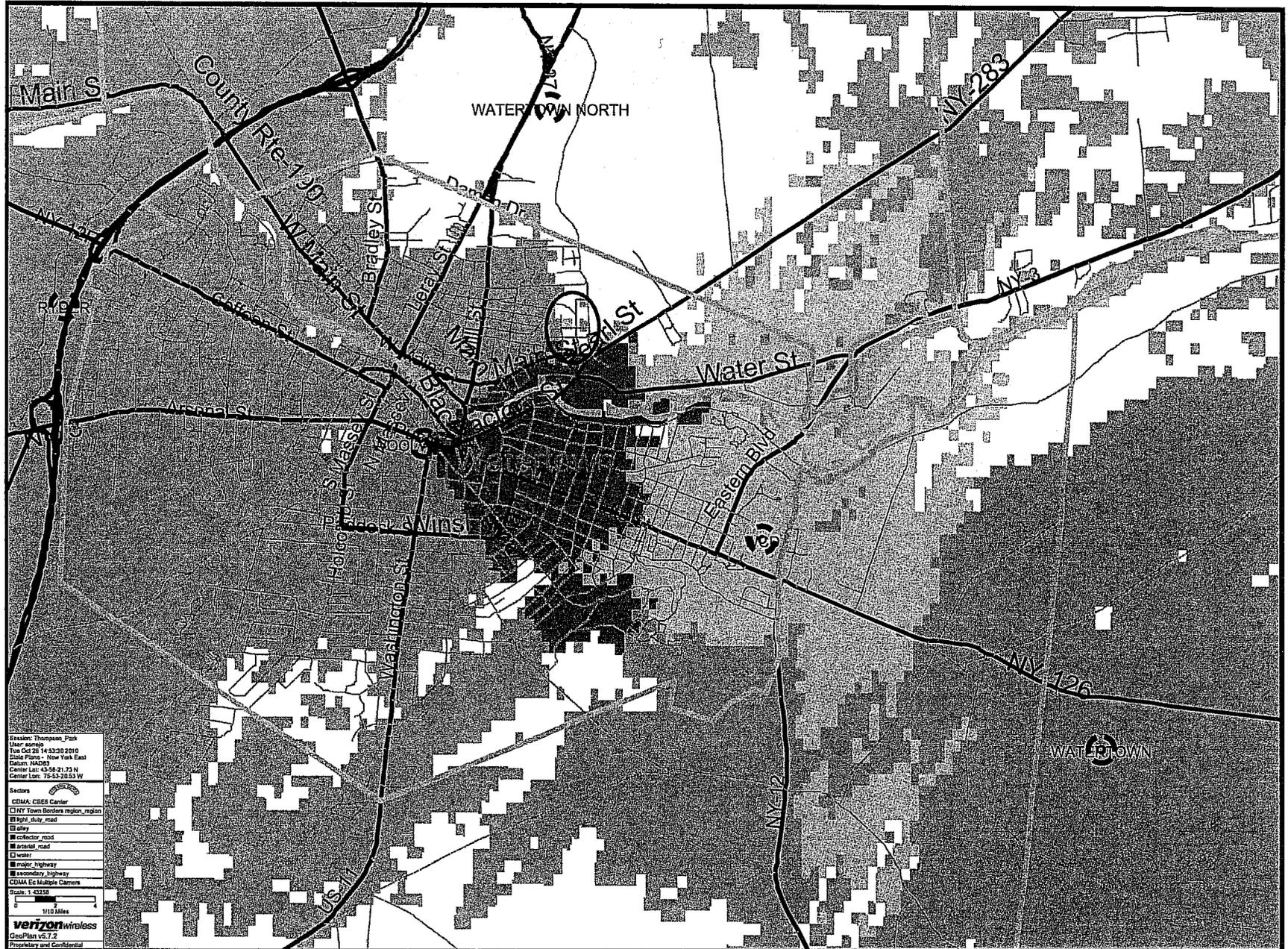


EXHIBIT 6

Coverage from existing facilities - Blue; Coverage from existing Woolworth facility Beta sector - Purple
 Coverage from future facilities - Yellow
 Coverage from Watertown Center Development (WCD) location at 96' - Green

Verizon Wireless - Thompson Park (City of Watertown, New York) - Radio Frequency propagation analysis
 Cellular coverage, (880 mhz), at -78 dbm

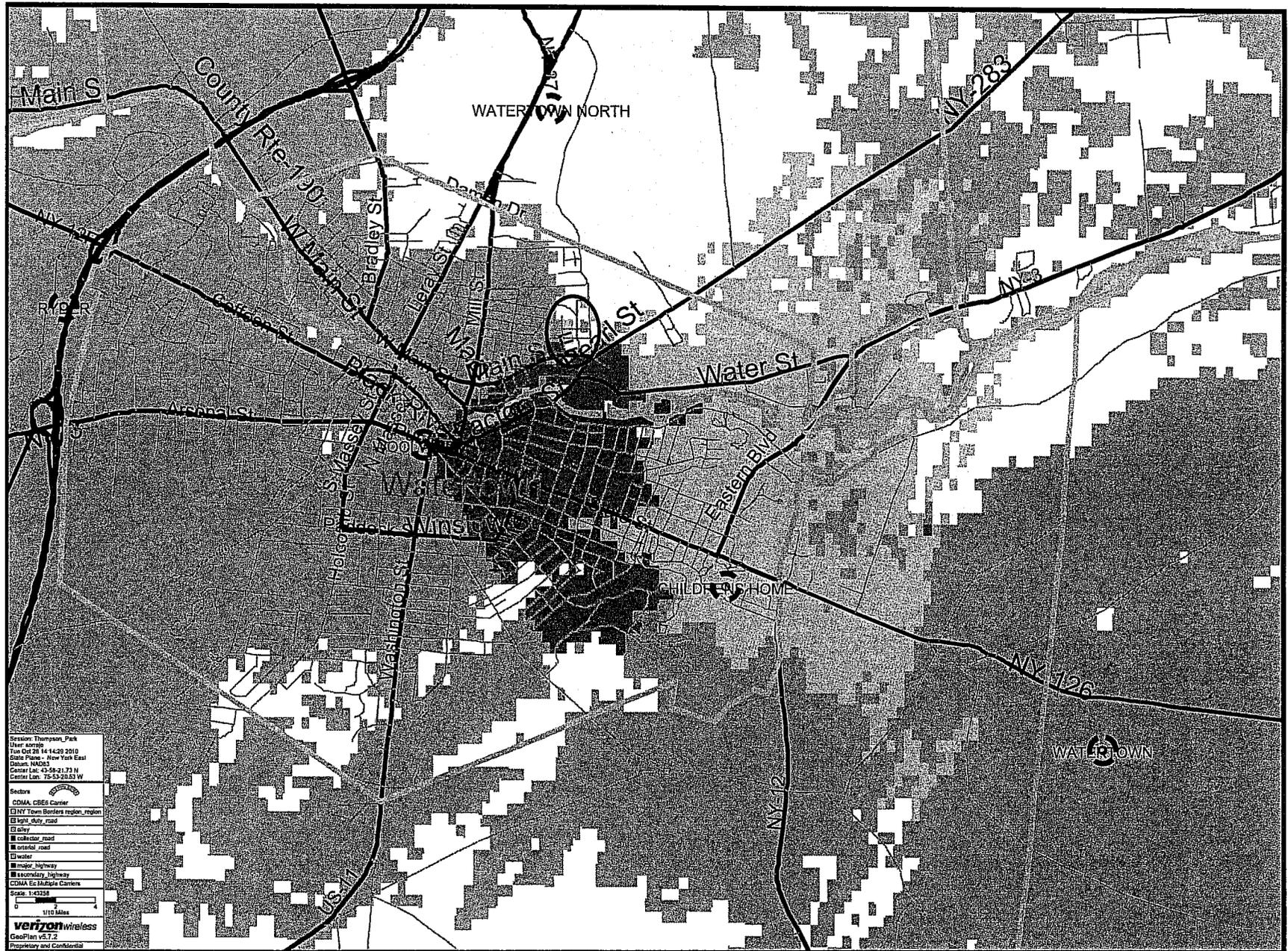


EXHIBIT 7

Coverage from existing facilities - Blue; Coverage from existing Woolworth facility Beta sector - Purple
 Coverage from future facilities - Yellow
 Coverage from Children's Home of Jefferson County location at 96' - Green

APPENDIX A

MILLENNIUM ENGINEERING, P.C.

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Phoenixville, Pennsylvania 19460

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October 27, 2010

Attn: Deborah Burke, Site Acquisition Agent
AiroSmith Development
118 Tarlton Road
Utica, NY 13502

**Re: RF Safety FCC Compliance of Proposed Communications Facility
Site Name: Thompson Park – NYJEF061, Proposed 100' Monopole
Near 491 Eastern Boulevard, Watertown, NY 13601 (City of Watertown, Jefferson County)**

Dear Ms. Burke,

I have performed a complete analysis to provide an independent determination and certification that the proposed Verizon Wireless communications facility at the above referenced property will comply with Federal Communications Commission (FCC) exposure limits and guidelines for human exposure to radiofrequency electromagnetic fields (Code of Federal Regulation 47 CFR 1.1307 and 1.1310). As a registered professional engineer I am under the jurisdiction of the State Registration Boards in which I am licensed to hold paramount the safety, health, and welfare of the public and to issue all public statements in an objective and truthful manner.

The proposed communications facility consists of a proposed 100' monopole. The proposed Verizon Wireless antenna configuration from the information furnished to me consists of (2) 850 MHz (cellular) antennas (A: CSS V7C-FRO-840-2, B: CSS V7C-880-0, G: CSS V7C-FRO-840-0, or equivalent) and (2) 1900 MHz (PCS) antennas (A: CSS AMD19-65-2D, B/G: CSS AMD19-65-0D, or equivalent) on each of three faces (total of 12 antennas) spaced with azimuths of 310/80/215 degrees on the horizontal plane with a centerline of 96' above ground level. Transmitting from these antennas initially will be a maximum of up to (8) 850 MHz (cellular) CDMA channels and up to (5) 1900 MHz (PCS) CDMA channels per face. Verizon Wireless also plans to install (2) 8' diameter TX/RX 5800 MHz (microwave) dish antennas (Andrew HP8-57W or equivalent) at the 84' level. The dishes will transmit at approximately 50.2 dBm effective isotropic radiated power (EIRP).

The following assumptions are made for reasonable upper limit radiofrequency emissions from the proposed facility due to Verizon Wireless antennas alone:

- (1) 850 MHz (cellular) transmit antenna (V7C-FRO-840-2 or V7C-880-0 or V7C-FRO-840-0) per face at 0-10 degrees mechanical downtilt
- (1) 1900 MHz (PCS) transmit antenna (AMD19-65-2D or AMD19-65-0D) per face at 0-10 degrees mechanical downtilt
- (8) 850 MHz (cellular) CDMA channels at 20W max power (per channel) before cable loss/antenna gain
- (5) 1900 MHz (PCS) CDMA channels at 16W max power (per channel) before cable loss/antenna gain
- The facility would be at or near full capacity during busy hour

Using the far-field power density equations from FCC Bulletin OET 65, the power density at any given distance from the proposed antennas is equal to $0.360(ERP)/R^2$ where R is the distance to the point at which the exposure is being calculated. This calculated power density assumes the location is in the main beam of the vertical pattern of the antenna. After making an adjustment for the reduction in power density due to the vertical pattern of the transmit antenna, the calculated ground level power density is well below $2 \mu\text{W}/\text{cm}^2$ at any distance from the antenna system of Verizon Wireless. This calculation uses parameters greater than what they have defined as their initial and typical operating parameters for this facility.

The "B Band" 850 MHz (cellular) transmit frequencies (880-894 MHz), which Verizon Wireless is licensed by the FCC to operate, have an uncontrolled/general population maximum permissible exposure (MPE) FCC limit of $587 \mu\text{W}/\text{cm}^2$. The "C2 Block" 1900 MHz (PCS) transmit frequencies (1975-1982.5 MHz), which Verizon Wireless is also licensed to operate, have an uncontrolled/general population MPE FCC limit of $1000 \mu\text{W}/\text{cm}^2$ or $1 \text{ mW}/\text{cm}^2$. The Verizon Wireless 5800 MHz (microwave) facilities have an uncontrolled/general population MPE FCC limit of $1000 \mu\text{W}/\text{cm}^2$ or $1 \text{ mW}/\text{cm}^2$. Therefore, the exposure at ground level at any distance from the structure would be well below 1 % of the FCC exposure limits due to Verizon Wireless antennas alone. The extremely low ground exposure levels are due to the elevated positions of the antennas on the structure and the low power which these systems operate. See Figures 1 and 2 in back of this report which discuss the relationship between height, proximity or distance, and orientation to level of electromagnetic field exposure.

In order to corroborate our calculations, the antenna and operating parameters were modeled with Roofview using reasonable upper limit exposure analysis parameters to allow for usage surges and future growth of the major wireless carriers. The model was set to the 1997 FCC occupational exposure limit standard with 100 % uptime and using the "near/far spatial average model". The model uses green to represent exposure below 4 % occupational maximum permissible exposure (MPE), blue between 4 % and 20 % occupational MPE, yellow between 20 % and 100 % occupational MPE, and red to represent any areas above 100 % occupational MPE. The antennas were modeled with respect to ground level.

As shown from our Roofview plot, no areas of the ground level around the base of the structure have the potential to exceed 20 % occupational maximum permissible exposure (MPE) due to the mounting locations and the lower power which these radio systems operate. Therefore, no further exposure access controls are warranted or recommended at this time.

From the standpoint of RF exposure, the presence of Verizon Wireless would not preclude the future addition of other tenants or licensees including emergency or other municipal services which benefit the public from collocation on this structure. There is a substantial margin of safety to allow for the addition of transmit antennas of other communications services. Keep in mind that continuous exposure at 100 % of standard is considered by the scientific community as just as safe as 1 % of standard since the exposure limits themselves contain a large margin of safety.

The International Commission on Non-Ionizing Radiation Protection (ICNIRP), which is an association under the International Radiation Protection Association (IRPA), established exposure limits or guidelines in 1998 similar to the FCC limits. The ICNIRP is a formally recognized non-government organization in non-ionizing radiation for the World Health Organization and the International Labour Office. While the ICNIRP has no jurisdiction over FCC licensees, the composite exposure of the proposed communications facility will be well below 1 % of the ICNIRP exposure limits.

In summary, the proposed communications facility will comply with all applicable exposure limits and guidelines adopted by the FCC governing human exposure to radiofrequency electromagnetic fields (FCC Bulletin OET 65). Federal law (FCC Rule Title 47 CFR 1.1307 and 1.1310) sets the national standard for compliance with electromagnetic field safety. The FCC exposure limits are based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers,

Inc., (IEEE) and adopted by the American National Standards Institute (ANSI). **Thus, there is full compliance with the standards of the IRPA, FCC, IEEE, ANSI, and NCRP.**

General Information on Electromagnetic Field Safety

Verizon Wireless facilities transmit and receive low power electromagnetic fields (EMF) between base station antennas and handheld portable cell phones. The radiofrequency energy from these facilities and devices is non-ionizing electromagnetic energy. Non-ionizing, unlike X-Rays or other forms of potentially harmful energy in the microwave region, is not cumulative over time nor can the energy change the chemical makeup of atoms (e.g. strip electrons from ions). "Non-ionizing" simply means that the energy is not strong enough to break ionic bonds.

Safe levels of electromagnetic fields were determined by numerous worldwide organizations, such the International Committee for Non-Ionizing Radiation Protection, a worldwide multi-disciplinary team of researchers and scientists studying the effects of non-ionizing radiofrequency energy such as that emitted by base stations or cell phones. The FCC did not arbitrarily establish their own standards, but adopted the recommendations of all leading organizations that set standards and research the subject such as the Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), and National Council on Radiation Protection and Measurements (NCRP).

When Verizon Wireless is located on an antenna structure such as a self-supporting lattice type tower, lattice tower, guyed tower, watertank, etc. the antennas are typically 10 meters or more above ground level (10 meters = 32.81 feet). With the relatively low power and elevated positions of the antennas on the structure with respect to ground level, the maximum ground level exposure can rarely approach 1 % of the applicable FCC exposure limit regardless of how many sets of antennas are collocated on the structure. For this reason, the FCC considers the facilities "categorically excluded" from routine evaluation at antenna heights above 10 meters (or above 32.81 feet). Categorical exclusion exempts a site from routine on-site evaluation. However, the facility is not excluded from compliance with the federal exposure limits and guidelines. The types of facilities used by Verizon Wireless typically elevated on antenna structures (away from access to close proximity, i.e. greater than 10 meters or 32.81 feet) simply cannot generate ground level exposure levels that approach the limits under any circumstances.

From a regulatory perspective, the FCC has sole jurisdiction over the regulation of electromagnetic fields from all facilities and devices. The FCC has established guidelines and limits over emissions and exposure to protect the general public. These limits are conservative and I am not aware of any evidence to date which suggests that the guidelines should be more restrictive. The FCC also has certain criteria that trigger when an environmental evaluation must be performed. The criteria are based on distance from the antennas (accessibility) and transmit power levels. The proposed facility is well below the criteria to trigger any type of routine environmental evaluation.

CONCLUSIONS:

- 1) The proposed antenna structure will comply with electromagnetic field safety standards by a substantial margin (well below 1 %). This includes the base of the proposed structure and any areas in proximity to the proposed structure.**
- 2) Verizon Wireless takes appropriate measures to ensure that all telecommunications facilities (including this proposed facility) comply with applicable exposure limits and guidelines adopted by the FCC governing human exposure to radiofrequency electromagnetic fields (FCC Bulletin OET 65).**

3) **In cases where such compliance exists, the subject of electromagnetic field safety is preempted.** The Telecommunications Act of 1996 states that: "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 [FCC's] regulations concerning such emissions." Telecommunications Act of 1996, § 332[c][7][B][iv].

The following links are to helpful web sites that cover the subject of electromagnetic fields from wireless telecommunications facilities:

http://www.ctia.org/consumer_info/safety/index.cfm/AID/10371

<http://www.fcc.gov/oet/rfsafety/>

<http://www.fda.gov/RadiationEmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm>

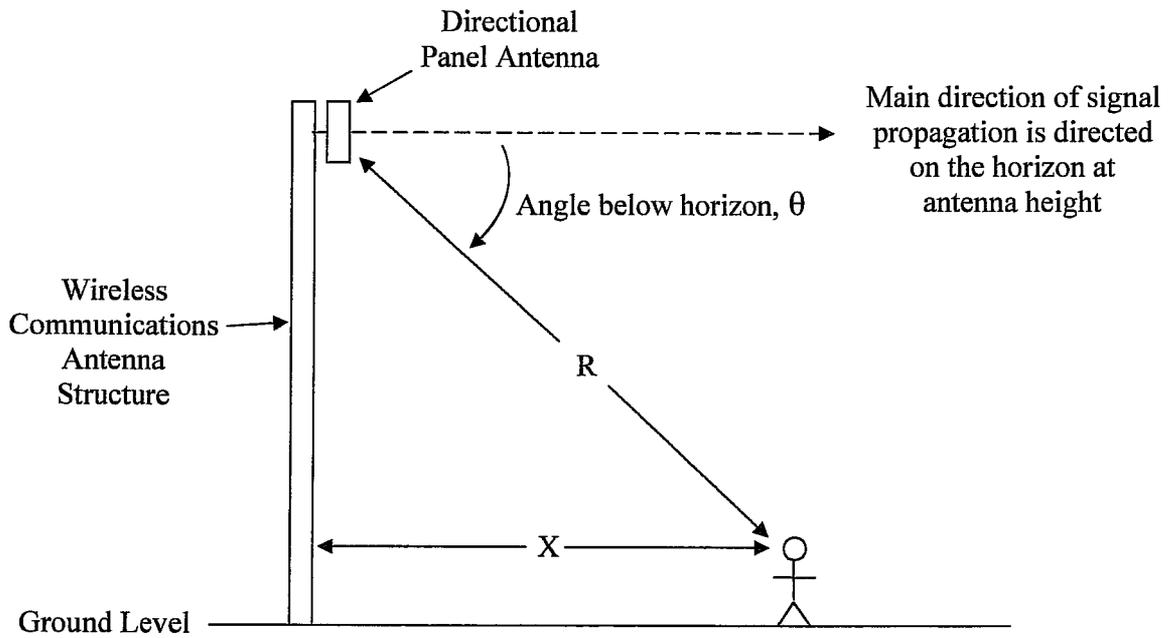
Respectfully,



Paul Dugan, P.E.
Registered Professional Engineer
New York License Number 79144

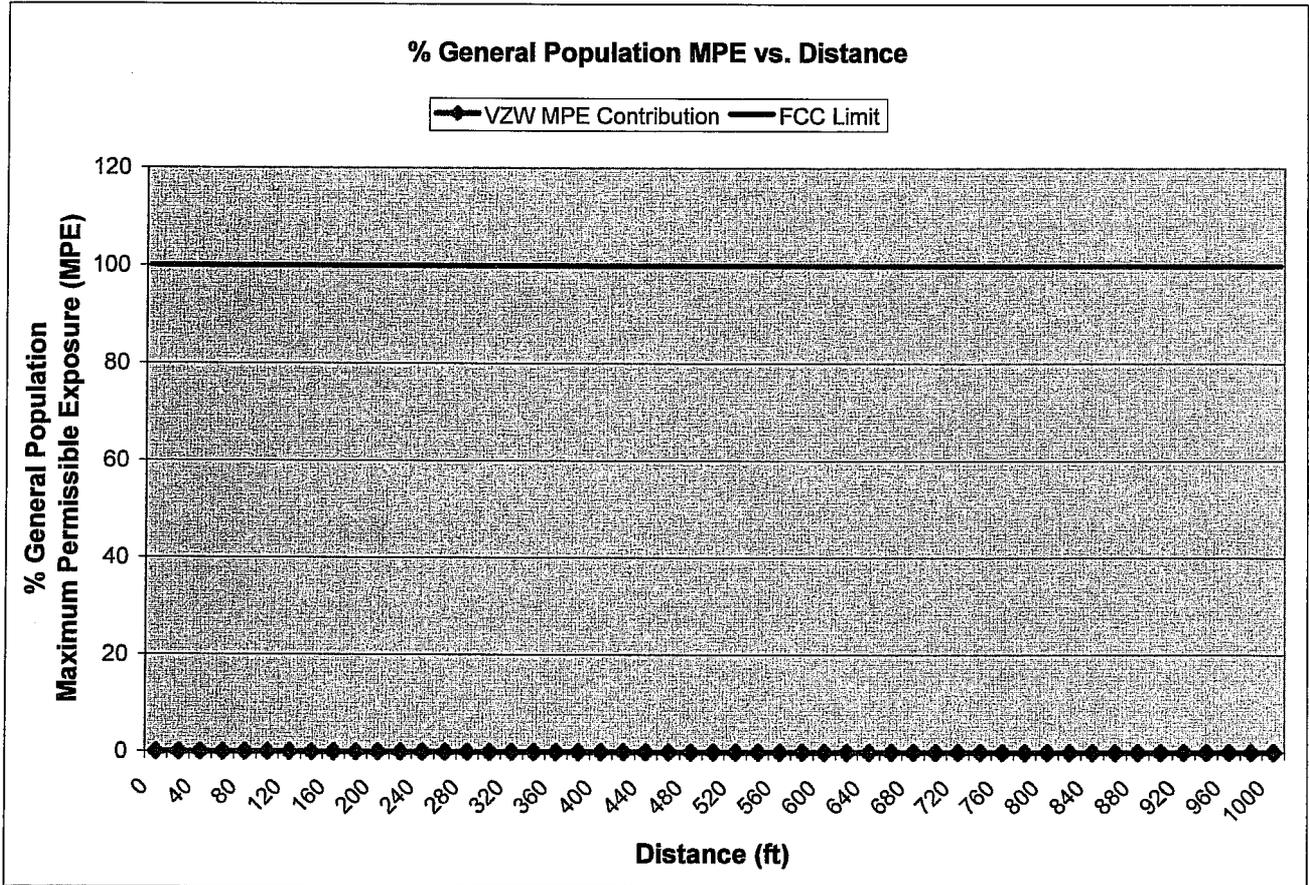


FIGURE 1: Diagram of Electromagnetic Field Strength as a Function of Distance and Antenna Orientation



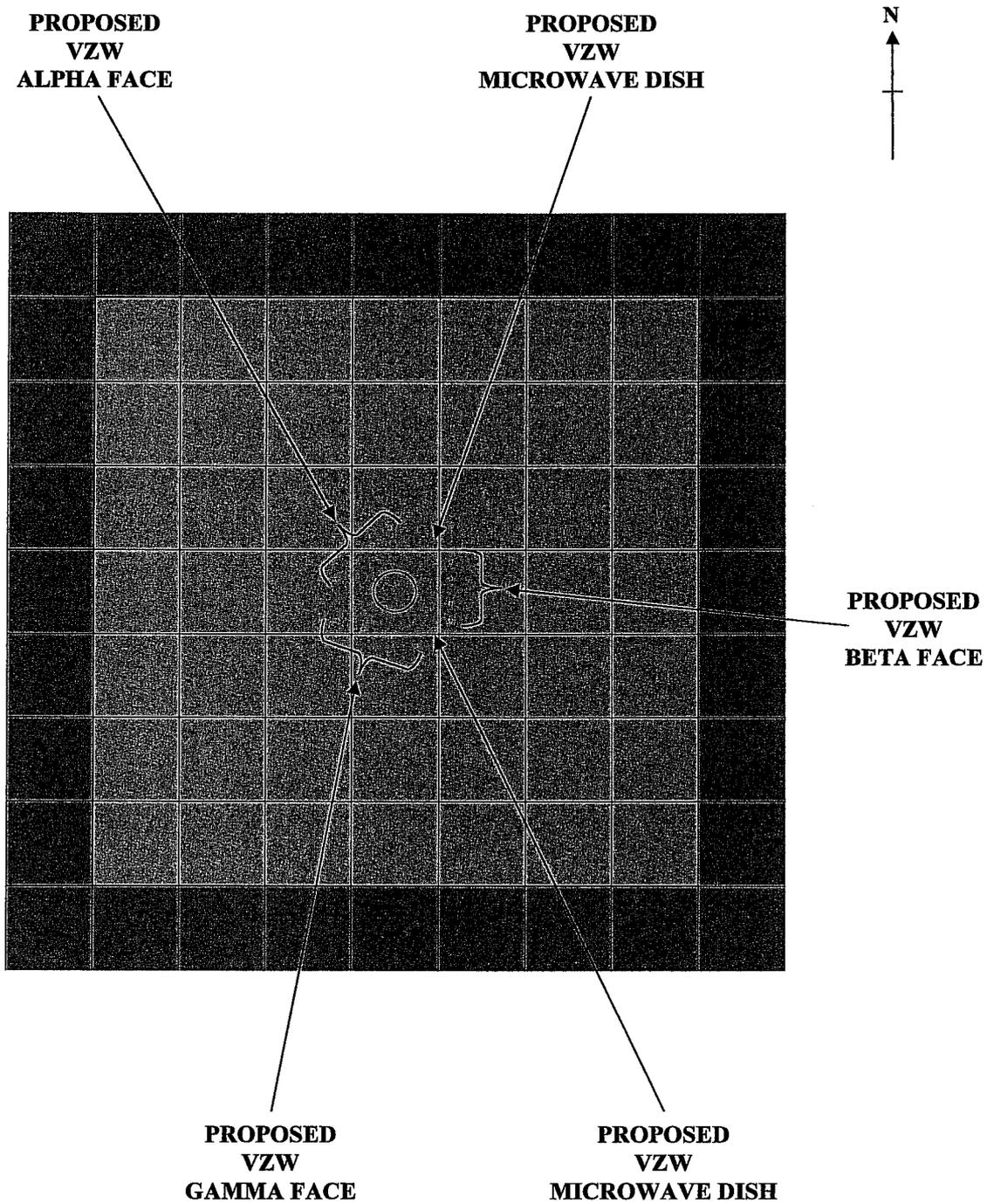
The above diagram illustrates the conceptual relationship of distance and orientation to directional panel antennas used in wireless communications. At the base of the structure ($x = 0$), the distance R is a minimum when the angle of the direction of propagation θ is a maximum. As one moves away from the antenna structure, the horizontal distance X increases as well as the distance R to the antennas while the angle below the horizon decreases. For this reason, electromagnetic fields from these facilities remain fairly uniform up to a few hundred feet and continue to taper off with distance. As noted in the report, the electromagnetic fields from these types of facilities are hundreds of times below safety standards at any distance from the antenna structure, making them essentially indistinguishable relative to other sources of electromagnetic fields in the environment due to the elevated heights of the antennas and the relatively low power at which these systems operate.

FIGURE 2: Graph of MPE Contribution vs. Distance



The above graph represents the contribution of Verizon Wireless to the composite electromagnetic field exposure level at any distance from the base of the structure. The contribution of Verizon Wireless will remain well under 1% of the FCC general population maximum permissible exposure (MPE) at any distance as shown.

ROOFVIEW PREDICTION ANALYSIS – THOMPSON PARK – NYJEF061
(with respect to ground level)



ROOFVIEW PREDICTION ANALYSIS – THOMPSON PARK – NYJEF061
(with respect to ground level)

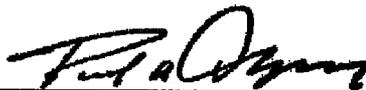
Statistical Summary		
%MPE	SQ. FT.	%SQ. FT.
	4900	100.00 % of total ROOF Area
0 - 4	4900	100.00 % of Selected Area
5 - 20	0	0.00 % of Selected Area
21 - 100	0	0.00 % of Selected Area
> 100	0	0.00 % of Selected Area
<p align="center">Roof Area 4900 sq. ft. Max %MPE 0.3 % Min %MPE 0.0 % Using Near/Far Spatial Avg Model With FCC 1997 Occupational Standard</p>		

MPE = Maximum Permissible Exposure

DECLARATION OF ENGINEER

Paul Dugan, P.E., declares and states that he is a graduate telecommunications consulting engineer (BSE/ME Widener University 1984/1988), whose qualifications are a matter of record with the Federal Communications Commission (FCC). His firm, Millennium Engineering, P.C., has been retained by Verizon Wireless to perform power density measurements or calculations for an existing or proposed communications facility and analyze the data for compliance with FCC exposure limits and guidelines for human exposure to radiofrequency electromagnetic fields.

Mr. Dugan also states that the calculations or measurements made in the evaluation were made by himself or his technical associates under his direct supervision, and the summary letter certification of FCC compliance associated with the foregoing document was made or prepared by him personally. Mr. Dugan is a registered professional engineer in the Jurisdictions of Pennsylvania, New Jersey, Delaware, Maryland, Virginia, New York, Connecticut, District of Columbia, and Puerto Rico with 26 years of engineering experience. Mr. Dugan is also an active member of the Association of Federal Communications Consulting Engineers, the National Council of Examiners for Engineering, the National Society of Professionals Engineers, the Pennsylvania Society of Professional Engineers, and the Radio Club of America. Mr. Dugan further states that all facts and statements contained herein are true and accurate to the best of his own knowledge, except where stated to be in information or belief, and, as to those facts, he believes them to be true. He believes under penalty of perjury the foregoing is true and correct.



Paul Dugan, P.E.

Executed this the 27th day of October, 2010.

PAUL ALLEN DUGAN, P.E.
303 Valley Hunt Drive
Phoenixville, Pennsylvania 19460

Office: 610-495-0690

Fax: 610-495-0691

Mobile: 610-220-3820

Email: pauldugan@comcast.net

Web Page: www.millenniumengineering.net

EDUCATION: Widener University, Chester, Pennsylvania
Master of Business Administration, July 1991
Master of Science, Electrical Engineering, December 1988
Bachelor of Science, Electrical Engineering, May 1984

PROFESSIONAL ASSOCIATIONS: **Registered Professional Engineer** in the following jurisdictions:

Pennsylvania, License Number PE-045711-E
New Jersey, License Number GE41731
Maryland, License Number 24211
Delaware, License Number 11797
Virginia, License Number 36239
Connecticut, License Number 22566
New York, License Number 079144
District of Columbia, License Number PE-900355
Puerto Rico, License Number 18946

Full member of **The Association of Federal Communications Consulting Engineers**
(www.afcce.org) January 1999 to Present

Elected to serve on the Board of Directors for 2006-2007

Full member of **The National Society of Professional Engineers** (www.nspe.org) and the
Pennsylvania Society of Professional Engineers (www.pspe.org) June 2003 to Present
Currently serving as State Director on the Board of Directors of the Valley Forge Chapter and the South
East Region Vice-Chair for the "Professional Engineers in Private Practice" Executive Committee

Actively participate in **Chester County ARES/RACES** (CCAR www.w3eoc.org) which prepares and
provides emergency backup communications for Chester County Department of Emergency Services,
March 2005 to Present

Full member of **The National Council of Examiners for Engineering**
(www.ncees.org) May 2001 to Present

Full Member of **The Radio Club of America**
(www.radio-club-of-america.org) December 2003 to present

PROFESSIONAL EXPERIENCE: Millennium Engineering, P.C., Phoenixville, Pennsylvania
Position: **President**, August 1999 to Present (www.millenniumengineering.net)

Verizon Wireless, Plymouth Meeting, Pennsylvania
Position: **Cellular RF System Design/Performance Engineer**, April 1990 to August 1999

Communications Test Design, Inc., West Chester, Pennsylvania
Position: **Electrical Engineer**, May 1984 to April 1990



**COSTICH
ENGINEERING**

ENGINEERING REPORT AND MEMORANDUM

To: City of Watertown
From: David Weisenreder, P.E.
Date: November 11, 2010
Subject: Thompson Park Communications Facility Site Plan Review Application



ENGINEERING REPORT

Project Location

ST. LAWRENCE SEAWAY RSA CELLULAR PARTNERSHIP d/b/a Verizon Wireless ("Verizon Wireless" or the "Applicant") proposes the construction of an unmanned public utility/personal wireless service facility (a "communications facility") on a 100± ft. by 100± ft. (10,000± sq. ft.) portion of land n/f owned by Parkside Bible Church of the Christian & Missionary Alliance (the "premises"). The premises are located in the City of Watertown, County of Jefferson, State of New York (Tax Map Parcel No. 5-26-103.007) in the LI (Light Industrial) Zoning District, and are approximately 8.62 acres in size.

Project Description

Verizon Wireless' communications facility will consist of the following components: a single 100± ft. monopole communications tower (104± ft. when including a 4± ft. lightning rod); twelve (12) panel antennas mounted to the top of the tower; one GPS antenna; an unmanned equipment shelter measuring 12± ft. x 30± ft. in size; microwave dishes as required for utility services; and all related ground equipment and utility services (power and telephone) [see, Zoning Site Plan of Costich Engineering included herewith at Sheet CA500].

The communications tower, equipment shelter and associated improvements will be located on a 100± ft. by 100± ft. (10,000± sq. ft.) section of the premises. A 6-foot chain link safety fence (with 1 foot of barbed wire on the top) will be installed to secure the tower site, and protect Verizon Wireless' telecommunications equipment and tower apparatus from unauthorized access. A 30± ft. wide easement area will provide the Applicant with access to and from the premises and to the required utility services [see, Zoning Site Plan at Sheet CA110].

No Water, Sewer or Traffic Impacts

The proposed communications facility is unmanned, and will be visited for routine maintenance purposes approximately 2 – 3 times per month. As such, this project will have no impact on existing water and sewage services. In addition, neither pedestrian nor vehicular access will be significantly impacted. For these reasons, traffic impact(s) are negligible and summaries of sanitary sewer flows, and water flows & pressure, are not provided for this project.

Storm Water Management

This project represents a relatively small increase in impervious area (0.209 acres) to the existing 8.62± acre parcel of land. Statistically, the amount of additional impervious area under the proposed Zoning Site Plan represents a minimal increase of less than 2.5% percent of the larger Parkside Bible Church parcel. Adding the proposed 0.209 acres of impervious area to the existing 2 acres of impervious area associated within the church use, the total impervious area becomes 2.209 acres. Approximately 75% of the parcel area remains green space.

Physical disturbance (including areas to be graded and seeded) associated with this project is calculated to be 0.49 acres. Under current New York State Department of Environmental Conservation (DEC) stormwater permitting State Pollutant Discharge Elimination System (SPDES) criteria; areas of disturbance less than one acre do not require permitting. The proposed design will minimize grading and avoid soil compaction. Existing hydrology will not be affected. The existing gentle northward-sloping 1-2% site grade will be maintained, and stormwater runoff will continue to flow overland and as shallow concentrated flow through existing grassy and wooded areas. Sediment control measures will include a stabilized construction entrance and silt fence installation.

Standard sedimentation and erosion control techniques will be implemented at the site (and during the construction phase) to minimize potential impact(s) to surrounding properties. Silt fence will be utilized around the site as required to prevent silt and soils from being carried away by stormwater. Accordingly, any sedimentation and/or erosion-related impact(s) will be primarily confined to the construction phase and/or not continuous in nature and scope.

Lighting Summary

The Applicant has retained a qualified airspace safety consultant (Jeppesen Sanderson, Inc.) to prepare a safety analysis of the proposed communications tower. This consultant has determined that so long as the height of the tower is at or below 160 ft. above ground level, no tower marking and/or lighting will be required under Federal Aviation Administration (FAA) rules and regulations. As the 100± ft. monopole tower (104± ft. when including a 4± ft. lightning rod) complies with this requirement, no additional tower marking or lighting will be required.

The equipment shelter will have a single safety light (noted as 70 W/HPS Light with Photo Cell) at the door, which will provide Network Operations personnel with adequate lighting in the event of nighttime emergencies or maintenance. To minimize the possibility of off-site impacts (which in any event remote due to distance and surrounding vegetation), this light will be equipped with a motion detector and downward facing shield [see, "Front Elevation" on the Zoning Site Plan, Sheet CA 500].

Landscaping Summary

The existing tree/brush line at the site (including mature deciduous and non-deciduous trees in the 45-65± ft. tall range on site, with some trees as tall as 75± ft.) will not be significantly disturbed, and therefore will screen Verizon Wireless' ground equipment from view. Due to the

size of the 8.62± acre Church and significant distance to property boundaries, additional landscaping will not be required to screen lower portions of the tower from view.

MEMORANDUM TO ACCOMPANY APPLICATION FORM

The following is the explanation for the items not checked in the Site Plan Application Checklist:

Page 4 Boundary & Topographic Survey:

- The Survey was completed in vertical datum NAVD88.
- There is an existing utility pole noted to the east of the proposed 12' Gravel Drive.

Page 4 Demolition Plan

- Not applicable, there are no existing structures to be removed. Vegetation to be removed is indicated on the plans.

Page 4/5 Site Plan

- Vehicular and pedestrian circulation is not shown on the plan as this is an unmanned public utility / personal wireless service facility. Typically only 2-3 vehicular trips to the site are made by wireless telecommunications technician, and then only as-needed.
- The site is a public utility and ADA accessibility is not required as the facility is unmanned.
- No dumpster enclosure is shown. There is no garbage produced at this unmanned public utility facility.

Page 5 Grading Plan

- There are no below ground features proposed.
- Survey was performed using vertical datum NAVD88.

Page 6 Utility Plan

- No water service is proposed on site.

Page 6 Landscaping Plan

- No Landscaping is proposed on site. As explained in the ENGINEERING REPORT above, existing vegetation (including mature deciduous and non-deciduous trees in the 45-65± ft. tall range on site, with some trees as tall as 75± ft.) is included on the plans, and will not be significantly disturbed during the construction process.

Page 6 Photometric Plan

- As explained in the ENGINEERING REPORT above, no FAA obstruction lighting is being proposed on the tower. A safety light equipped with a motion detector and downward-facing light shield will be included at the entrance door to the proposed equipment shelter.

Page 7 Construction Details and Notes

- The proposed communications facility is in the Zoning Stage only. A timing waiver is requested to obtain zoning approval of the proposed location, and submit formal Construction Drawings with the Application for Building Permit.

Page 7 Preliminary Architectural Plans

- No architectural plans will be submitted. This project entails the use of a prefabricated 12± ft. x 30± ft. concrete equipment shelter only, mounted on a concrete slab at the site. Included in the details an elevation of the proposed equipment shelter containing materials is depicted.

Page 8 General Information

- A SWPPP has not been completed as the area of disturbance on site is less than 1 acre.
- There is no proposed sanitary on site, therefore no permit for sanitary sewer extension is required and the plans do not need be sent to the NYSDEC.
- No submittal to the NYSDOH is necessary no water or sewer is proposed on site.
- With the exception of required emergency contact information on the gate and/or equipment shelter door, there is no proposed signage on site.
- A Long Form Environmental Assessment form has been completed and submitted as part of this application.

Thank you for considering this application. If you have any questions concerning the comments set forth herein, please contact us at the number listed below.



November 1, 2010.

City Council
City Planning Board
City of Watertown
245 Washington Street
Watertown, New York 12601

RE: Thompson Park Communications Facility — Tower Design and Co-Location
Commitment of St. Lawrence Seaway RSA Limited Partnership d/b/a Verizon
Wireless

Ladies and Gentlemen:

With respect to the above application, St. Lawrence Seaway RSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") agrees to construct a public utility / personal wireless service facility that is designed with capacity for co-location (shared use) by two (2) additional wireless providers having panel antenna arrays comparable to those of Verizon Wireless.

Should the public utility / personal wireless service facility be approved and constructed, Verizon Wireless, as the facility owner, will negotiate in good faith with other licensed wireless service providers for future shared use of the subject structure. All future co-locations shall be subject to the involved parties reaching agreement on reasonable terms and conditions, in accordance all then-applicable agreements, customs and procedures in the wireless industry, and there being adequate structural capacity and space to accommodate such co-location.

The precise make and model of the telecommunications tower and the manufacturer's design and grounding data will be determined upon completion of Verizon Wireless' internal design/bid process, which will follow issuance of all required local municipal approvals. To allow Verizon Wireless an opportunity to complete the land use process and comply with its internal design/build requirements, a timing waiver is requested for the submission of these items.

Thank you for considering our application.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sarah Mayberry Stevens", is written in black ink.

Sarah Mayberry Stevens
Real Estate Manager

Writer's Direct Number:
Tel: (585) 321-5463

5155 CLIPPER DRIVE
ATLANTA, GA 30349



TEL 678.924.8088
FAX 678.924.8006

JEPPESEN.COM

February 17, 2009

Site ID#/Name: NYJEF061/Thompson Park

To Whom It May Concern:

Jeppesen conducted an aeronautical study on February 17, 2009 for Verizon Wireless. The study was to determine a proposed structure's effect, if any, on navigable airspace. Jeppesen's ASAC study was conducted in accordance with Part 77 of the Federal Aviation Regulations, FAR (14 C.F.R. Subchapter E, Part 77) and Part 17 of the Federal Communications Commission, FCC Rules and Regulations (47 C.F.R. Part 17). The proposed construction site is located in Watertown, NY. The NAD 83 site coordinates are Latitude 43° 58' 08.79" North, Longitude 075° 53' 07.14" West. The site has a surface elevation of 565 feet above mean sea level (AMSL). The structure has a proposed height of 160 feet above ground level (AGL), which includes the additional height of any antennas, etc. This gives an overall structure height above mean sea level of 725 feet AMSL.

The site is located 34,255 feet or 5.64 nautical miles on a True Bearing of 103.78 degrees from the approach end of Runway 28 at Watertown International Airport, the nearest landing surface for regulatory compliance purposes. The surface elevation at this point is 325 feet AMSL. The site is located 36,864 feet or 6.07 nautical miles on a True Bearing of 102.99 degrees from the airport reference point (ARP) of this public use, instrumented airport.

FAR Part 77 prescribes various airspace surfaces and slopes established at and around airports. Part 77.13 prescribes slopes and surfaces, which if exceeded, require the sponsor of the structure to provide the Federal Aviation Administration with Notice of Proposed Construction. FCC Rules Part 17 also specifies this requirement. Additionally, Part 77 Subpart C prescribes various airspace surfaces and slopes, which if any are exceeded, require the FAA to provide public notice inviting comments prior to issuing a determination. Subpart C also prescribes surfaces and slopes, which if exceeded, will identify the proposed structure as a Hazard to navigable airspace.

VER 55818-09
Page 1



Jeppesen has determined that a proposed structure height of 160 feet AGL (725 feet AMSL) at this site would not exceed any FAR Part 77 or FCC Part 17 notice requirement surface. Therefore, FAA Notice of Proposed Construction or Alteration is not required for this proposed structure.

Should Notice of Proposed Construction or Alteration be filed with the FAA, Jeppesen is confident the proposed 160 feet AGL (725 feet AMSL) structure would be approved at this site upon completion of the FAA's aeronautical study.

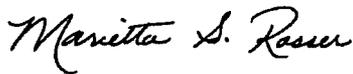
Pursuant to Federal Aviation Regulations and FAA Policy, proposed Construction or Alteration that does not require notice to the FAA normally does not require obstruction marking and/or lighting.

The maximum structure height at this site that will not require Notice to the FAA is 200 feet AGL (765 feet AMSL). Exceeding this height requires that a Notice of Proposed Construction or Alteration form be filed and that FAA approval be obtained prior to beginning construction.

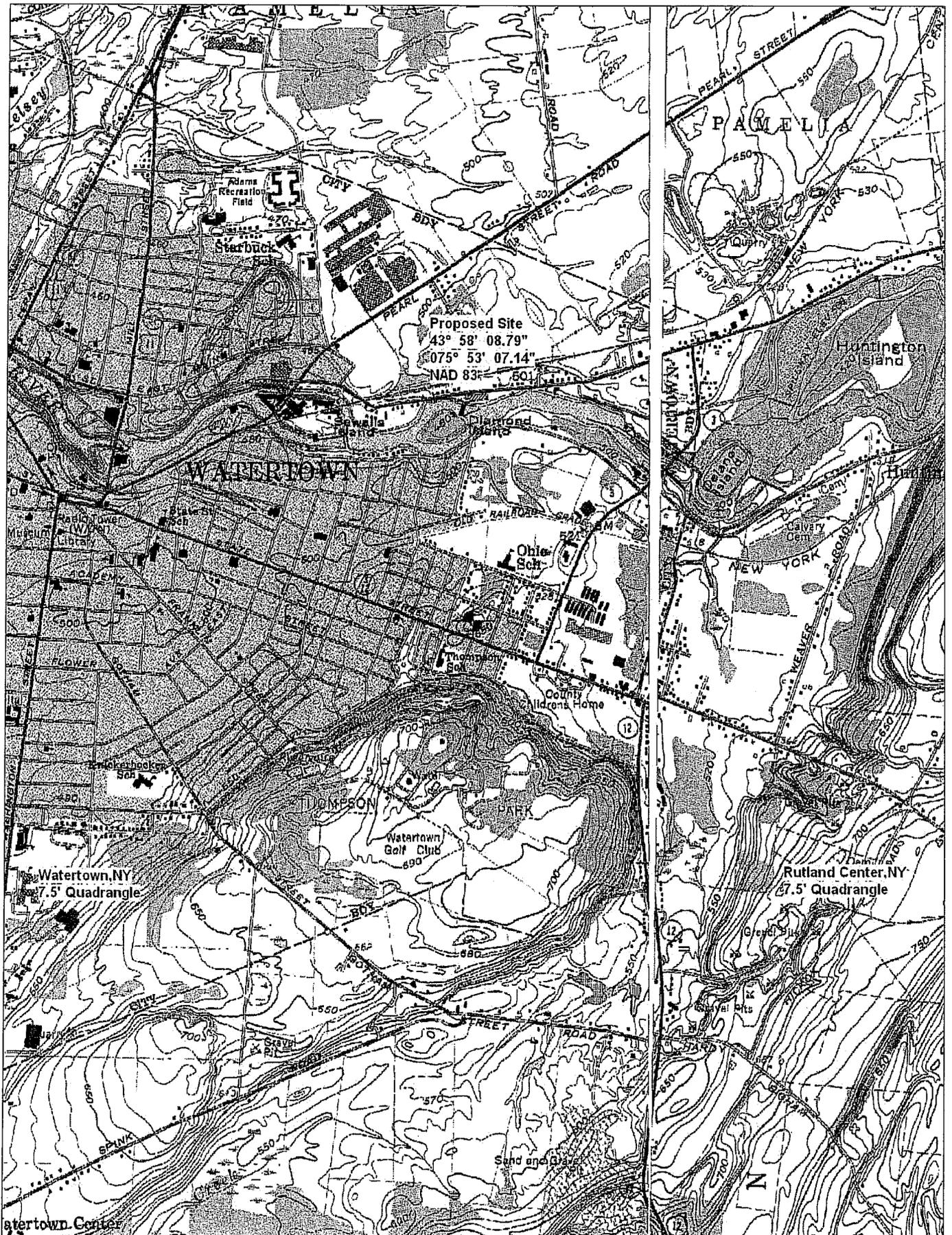
This letter and the opinions expressed herein are intended for the exclusive use of Verizon Wireless in making appropriate regulatory filings and may not be reproduced by other parties in any form or manner.

Should you have any questions regarding this letter or the study conducted by Jeppesen, please feel free to contact us anytime at (678) 924-8088.

Sincerely,



Marietta S. Rosser
Senior Airspace Technician



Proposed Site
 $43^{\circ} 58' 08.79''$
 $75^{\circ} 53' 07.14''$
NAD 83

WATER TOWN

Watertown, NY
7.5' Quadrangle

Rutland Center, NY
7.5' Quadrangle

Watertown Center