

**WIRELESS COMMUNICATIONS FACILITIES
MASTER LICENSE AGREEMENT**

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this _____ day of April, 2021 ("Effective Date"), by and between the Town of Waterford (the "Town") and Cellco Partnership d/b/a Verizon Wireless ("Licensee"). The Town and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, the Town owns, operates, maintains or otherwise controls the public rights-of-way (ROW) situated within its jurisdictional boundaries and owns as its personal property a certain number of poles located in the public rights-of-way; and

WHEREAS, Licensee owns and/or controls, maintains and operates a wireless communications network, for which Licensee desires to install, attach, operate and maintain Small Wireless Facilities in the Town's public rights-of-way as provided herein; and

WHEREAS, the Town recognizes that small wireless facilities are critical to delivering reliable access to wireless telecommunications technology, broadband and 9-1-1 services to homes, businesses, schools within the Town; and

WHEREAS, the Town recognizes the need for Small Wireless Facilities, including facilities commonly referred to as "small cells" and "distributed antenna systems," to allow access to advanced technologies wirelessly, which may be deployed in the public rights-of-way pursuant to applicable laws; and

WHEREAS, the Parties acknowledge and agree that the purpose of this Agreement is to permit the deployment of Small Wireless Facilities within the Town's public rights-of-way, subject to all applicable laws, including but not limited to the rules, regulations and orders of the Federal Communications Commission, as further described herein, and any rules, regulations and orders of the New York State Public Service Commission.

ACCORDINGLY, in consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Definitions:

- a. "Application" means a request submitted by Licensee (i) for a small cell building/work permit to collocate small wireless facilities in a ROW; and/or (ii) to approve the installation or modification of a utility pole in a ROW.
- b. "Town Owned Pole" means (i) a utility pole owned or operated by the Town in the rights-of-way, including a utility pole that provides lighting or traffic

control functions, including light poles, traffic signals, and structures for signage, and (ii) a pole or similar structure owned or operated by the Town in the ROW that supports only Wireless Telecommunications Facilities.

- c. "Collocate" means to install, mount, maintain, modify, operate, or replace wireless telecommunications facilities on or adjacent to a wireless support structure or utility pole. "Collocation" has a corresponding meaning.
- d. "Commencement Date" means the first day of the month following the date that is 180 days from the date of the fully approved or fully executed (as applicable) Pole License.
- e. "Equipment" means equipment, technologies, frequencies and related fiber, power, and other materials reasonably necessary to access, connect, operate and provide power to its equipment to enable wireless telecommunications.
- f. "Rights-of-Way" or "ROW" means the area on, below, or above a roadway, highway, street, sidewalk, alley, utility easement, or similar property, in the Town of Waterford and owned by the Town.
- g. "Small Cell Building/Work Permit" means a permit issued by the Town authorizing the installation of a small wireless facility.
- h. "Small Wireless Facilities" or "Small Cell" are defined as those meeting the following conditions:
 - i. The facilities:
 - 1. are mounted on structures 50 feet or less in height including their antennas, or
 - 2. are mounted on structures no more than 10 percent taller than adjacent structures, or
 - 3. do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
 - ii. Each antenna associated with the deployment, excluding associated antenna equipment, is no more than 3 cubic feet in volume, and
 - iii. All other wireless equipment associated with the structure including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.
- i. "Utility Pole" means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for

telecommunications, cable or electric service, or for lighting, traffic control, signage, or a similar function regardless of ownership, including Town-Owned Poles. Such term shall include structures supporting only Wireless Telecommunications Facilities.

- j. "Wireless Telecommunications Facility" means equipment at a fixed location that enables wireless telecommunications between user equipment and a communications network, including: (i) equipment associated with wireless telecommunications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated.

2. Grant.

- a. Subject to applicable laws and this Agreement, the Town grants Licensee a nonexclusive license to:
 - i. access, use and occupy the Town's ROW 7 days a week, 24 hours a day, for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of equipment, technologies, frequencies and related fiber and materials reasonably necessary to access, connect, operate and provide power to its equipment ("Equipment") that enables Licensee's wireless communications ("Licensee Use");
 - ii. use, collocate on, and/or replace Town Owned Poles for Licensee's Use;
 - iii. use privately owned or controlled Utility Poles, including replacement Utility Poles, for Licensee's Use in the ROW pursuant to agreement with the entity owning the poles ("Privately Owned Poles"); and
 - iv. Use, install, replace or remove Utility Poles in the ROW which are owned or controlled by Licensee ("Licensee Owned Poles") (the poles identified in subclauses (ii), (iii) and (iv) are collectively referred to as "Poles").
- b. Licensee's Use of Town Owned Poles shall, in accordance with Section 5, require the Town's issuance of a Pole License (defined below).
- c. Licensee's Use for attachments to Utility Poles in the ROW which are owned by Licensee or by a third party shall not require a Pole License; however, upon request, Licensee shall provide the Town a certification of authorization to attach to such third-party structures.
- d. The Town expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare. Licensee shall be required to first obtain a Small Cell Building/Work Permit prior to License's Use as

further described in Section 5.

3. Term of Agreement. The term of this Agreement shall be for 15 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety 90 days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for 1 additional 15year period. After the expiration or earlier termination of this Agreement, it shall apply to all Pole Licenses entered into hereunder until the expiration or termination of such Pole Licenses.

4. Fees. Licensee shall pay to the Town the Fees set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit A.

a. Licensee shall pay the one-time application fee with submission of the Pole Application (defined in Section 5(a) to the Town's Building Department.

b. Licensee may make payments for the one time application fee by check made out to the order of the Town of Waterford and sent to the following address

Town of Waterford Building Department
Attn: Building Inspector
65 Broad Street
Waterford, NY 12188

c. Licensee shall pay the initial recurring fee within 90 days of the Commencement Date, prorated on a monthly basis, and pay subsequent recurring fees, in advance, on or before January 1st of each subsequent year. Notwithstanding the foregoing, no recurring payment shall be due until 90 days after the Commencement Date.

d. Before any recurring fees are paid, the Town shall provide Licensee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required.

e. Licensee may make payments by check made out to the order of the Town of Waterford and sent to the following address:

Town of Waterford
Supervisor's Office
Attn: Budget Officer
65 Broad Street
Waterford, NY 12188

5. Pole License.

a. Prior to installing any Equipment, new Poles, replacement Town Owned Poles, or Privately Owned Poles, Licensee shall file an Application with the Town on the form attached hereto and made a part hereof as Exhibit B (the "Pole Application")

for one or more poles. Within 60 days of receipt of a Pole Application for Equipment or replacement of Town Poles or Privately Owned Poles the Town shall, in writing, approve or reject the Pole Application, otherwise the Pole Application shall be deemed approved. Within 90 days of receipt of a Pole Application for new Pole, the Town shall, in writing, approve or reject the Pole Application, otherwise the Pole Application shall be deemed approved. If the Town timely rejects the Pole Application, the review period will be suspended until Licensee cures the non-compliance. Upon approval, a Pole Application for use of a Town Owned Pole shall be deemed to be a separate pole license ("Pole License") for each pole included in the Pole Application.

- b. The Town may reject a Pole Application for any reason permitted under applicable laws, which must be specified with reasonable detail in the written rejection, such as:
 - i. concerns about structural capacity, safety, reliability, or generally applicable engineering practices;
 - ii. Pole Application is incomplete;
 - iii. proposed Equipment exceeds the height, dimension or other parameters for Small Wireless Facilities under applicable law;
 - iv. design documents attached to the Pole Application do not comply with this Agreement or with the Town's pole attachment laws for traffic signal poles, interfere with the Town's public safety radio system, traffic signal light system, or other communications components, or do not comply with the Design Considerations (as defined below)
 - v. Pole Application does not include a load bearing study; or
- c. Licensee's Use shall comply with the Town's published Design Considerations at all times, including any and all replacement and reinforcement work, except that changes made to the Design Considerations shall not be applied retroactively unless required by applicable state or federal law during the term of this Agreement. Any aesthetic or other design criteria for Small Wireless Facilities and Poles upon which Small Wireless Facilities are attached (collectively the "Design Considerations"), as promulgated by the Town Engineer and Town Planner, shall apply only if the criteria are (i) reasonable, (ii) applied equally and in a non-discriminatory manner to other similar types of infrastructure deployments within the ROW, (iii) objective and published in advanced of an Application submitted hereunder, and (iv) comply with applicable federal and state laws. The Parties agree that the Design Considerations published as of the Effective Date of this Agreement meet the criteria outlined in this sub-paragraph.

- d. Licensee shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider, Licensee may install an electric meter on a Town Owned Pole or the ground adjacent to a Town Owned Pole.
 - e. The term of each Pole License shall be 10 years beginning on the Commencement Date. Unless Licensee provides written notice to the Town prior to the expiration of the then current term that Licensee will not renew any Pole License, each Pole License will automatically renew for 3 consecutive 5-year periods.
 - f. A Pole License may be terminated prior to the expiration of its term: (i) by the Town upon written notice to Licensee, if Licensee fails to pay any amount when due and such failure continues for 30 days after Licensee's receipt of notice of such failure; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the Party has failed to initiate a cure within 60 days after receipt of written notice; (iii) by Licensee at any time for any reason or no reason; or (iv) by Licensee in the event that Licensee fails to timely obtain or maintain or is not satisfied with any governmental approval applicable to Licensee.
 - g. Following expiration or earlier termination of any Pole License, Licensee shall remove all Equipment from the Town Owned Poles and, other than reasonable wear and tear, repair and restore the Town Owned Poles and the ROW to its prior condition, unless the Town authorized otherwise. In the event that Licensee removes any Town Owned Poles pursuant to this Agreement, the Town shall retain ownership of any poles Licensee or its contractor removes and shall provide directions to Licensee for their reuse or disposal. Equipment installed pursuant to clauses (ii) or (iii) of Section 2 shall not be subject to removal under this Agreement but shall at all times remain subject to the Town Code (as defined below).
6. Permits/Town Code. While the requirements of the Code of the Town of Waterford ("Town Code") are in addition to the requirements of this Agreement, Licensee shall be required to apply for and obtain only those permits that are required of other occupants of the ROW. The Town may only impose on Licensee those conditions or restrictions on permits that are permitted by applicable laws and are necessary to protect structures in the ROW, to ensure the proper restoration of the ROW, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the ROW. Within 180 days after the Effective Date, the Town will consider revisions to the Town Code to conform to this Agreement and applicable law, and to clarify that Section of the Town Code (pertaining to "Telecommunications facilities") does not apply to Small Wireless Facilities.
7. Interference.
- a. Licensee will not cause interference to Town traffic, public safety or other communications signal equipment in the Town ROW. The Town agrees that it will not cause interference to Licensee's Equipment or Licensee's Use.

- b. If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Licensee's Network Operations Center at (800) 621-2622 or to the Highway Superintendent at (518) 235-3413, or the Town Police Dispatcher (518) 237-3341, and the Parties shall work together to cure the interference as soon as commercially possible.

8. Maintenance, Repairs and Modifications.

- a. Equipment Maintenance, Repairs and Modifications. Licensee shall keep and maintain all Equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of the Town. Licensee may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Equipment at any time. Licensee may maintain, repair, replace and make like-kind modifications to any Small Wireless Facility that do not materially change the size, height and weight of the Small Wireless Facility or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other Town approval. Licensee shall obtain all required permits and prior approvals from the Town for all other work subject to the terms of this Agreement.
- b. Pole Repairs and Replacements. Licensee shall notify the Town if a Town pole for which Licensee has a Pole License is in need of repair or replacement. Upon receipt of such notice, the Town shall promptly repair or replace such pole, unless otherwise agreed by the Parties in the applicable Pole License. If the Town becomes aware of damage to a Town pole that supports the Equipment, the Town shall notify Licensee's Emergency Contact as soon as practicable. The Parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a pole that impacts Licensee's Use, Licensee may repair or replace the pole with a like-kind pole at its own expense. Licensee may reinstall its Equipment after a damaged pole has been repaired or replaced. Licensee may temporarily use an alternative pole or structure reasonably acceptable to the Parties during repair or restoration of a pole.
- c. Emergency Events. The Town reserves the right to take all reasonable actions in the case of an emergency to protect the public health and safety of its citizens, and to ensure the safe operation of its rights of way and public facilities. In case of an emergency affecting the Equipment or Licensee's Use, Licensee may access the ROW and perform necessary repairs to its Equipment and to the pole, including the right to install a replacement pole, without first obtaining any otherwise necessary permit(s) or authorization(s). All emergency work in the ROW shall be conducted by Licensee in a safe and good workmanlike manner and in accordance with applicable laws.
- d. Emergency Contacts. Licensee's network operations center may be reached 24/7 at (800) 621-2622. The Town's 24/7 emergency contact information is the Town Police Dispatcher (518) 237-3341. Each Party will maintain the emergency contact information current at all times with the other Party.

9. Removal and Relocation. No later than 180 days after receipt of written notice from the Town, Licensee shall remove and may relocate the Equipment to an alternative location made available by the Town due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of Town traffic signal poles and/or traffic signal light system; or (iii) permanent closure of a street or sale of Town property. The Town shall require removal or relocation only if necessary. If Licensee fails to remove or relocate any Equipment within 180 days, the Town shall be entitled to remove the Equipment at Licensee's expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. The Town shall use best efforts to provide a reasonably equivalent location that affords Licensee substantially similar engineering objectives.

10. Indemnity/Damages. Licensee shall indemnify, defend and hold the Town, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all claims, suits, actions of any nature for injury, loss, damage, liability, costs or expenses arising from any third party claims resulting from Licensee's Use or Licensee's breach of this Agreement. Licensee's indemnity shall not apply to any liability resulting from the negligence or willful misconduct of the Town or other Indemnified Parties. The Town shall give prompt written notice to Licensee of any claim for which the Town seeks indemnification. Licensee shall have the right to investigate these claims. Licensee shall not settle any claim without reasonable consent of the Town, unless the settlement (i) will be fully funded by Licensee, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Parties. Neither Party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

11. Insurance.
 - a. Licensee and its subcontractors shall carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

 - b. The insurance coverages identified in this Section: (i) except the Workers' Compensation Insurance, shall include the Town as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the Town; (iii) contain a waiver of subrogation for the Town's benefit; and (iv) will be obtained from insurance carriers having an AM. Best Co. (or its successor) rating of at least II A- VII ".

- c. If requested, Licensee shall provide the Town with a Certificate of Insurance to provide evidence of insurance. Licensee will endeavor to provide the Town with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).
12. Assignment. Licensee may assign this Agreement, any Town Pole License, and/or related permits to any entity which (i) is an affiliate, subsidiary or successor of Licensee; or (ii) that acquires all or substantially all of the Licensee's assets in the market. Licensee shall provide the Town written notice of any such assignment. Otherwise, Licensee shall not assign or transfer this Agreement or the rights granted hereunder without the Town's written consent.
13. Notices. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either party notifies the other of a change of address, notices shall be delivered as follows:

If to Town:

Town of Waterford
65 Broad Street
Waterford, NY 12188
Attn: Town Attorney

With a copy to:

Town of Waterford
65 Broad Street
Waterford, NY 12188
Attn: Town Clerk

If to Licensee:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

With a copy to:

Cellco Partnership
d/b/a Verizon Wireless
100 Southgate Parkway
Morristown, NJ 07960
Attn: Legal Department

Notices shall be deemed effective upon delivery or refusal of delivery.

14. Change of Law. If any state or federal law sets forth a term or provision that is inconsistent with or different than this Agreement, then the Parties agree to promptly amend the Agreement to effect the term or provision set forth under such law.
15. Taxes. If the Town is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Licensee with respect to the transactions contemplated by this Agreement, then the Town shall bill such Tax to Licensee in the manner and for the amount required by law. Licensee shall pay such billed amount of Tax to the Town, and the Town shall remit such Tax to the appropriate tax authorities as required by law. Licensee shall have no obligation to pay any Tax

for which Licensee is exempt. Otherwise, Licensee shall be responsible for paying all Taxes that are the legal responsibility of Licensee under applicable law.

16. Laws; Non-discrimination

- a. The Parties shall comply with applicable laws including, without limitation, regulations and judicial decisions, Federal Communications Commission regulations and order.
- b. Notwithstanding anything else in this Agreement, the Town shall treat Licensee in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable laws, and is no more burdensome than other users of the ROW or Town poles.
- c. This Agreement shall not constitute a waiver of any party's rights under applicable laws.

17. Miscellaneous. This Agreement shall be governed by the laws of the State of New York and all other applicable laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both Parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to give effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Licensee an interest in the Town's ROW or the Town's assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

[Remainder of page intentionally left blank; signature page to follow.]

EXHIBIT A

FEE SCHEDULE

One-Time Application Fee

Town of Waterford may charge one of the following Fees for an Application:

(i) \$500 for an application that includes five or fewer Small Wireless Facilities on an existing or replacement utility pole, or

(ii) \$500 plus \$100 for each additional Small Wireless Facility after the fifth for an application that includes more than 5 Small Wireless Facilities, or

(iii) \$1,000 for an application that includes the installation of a Small Wireless Facility and a new utility Pole to which it will be attached.

Recurring Pole Fee

Town of Waterford may charge the following per year for Small Wireless Facilities attached to poles in the Town ROW:

\$270 per Town Owned Pole.

\$135 per Non-Town Owned Pole.

Except as provided in this Fee Schedule, the Town shall not require any other or additional recurring fees, costs, or charges of any kind.

EXHIBIT B

Form of Application for Pole License

Application for Pole License

Pole License Application No. TW - _____ For Installation of Licensee Pole and/or Attachment of Small Wireless Facilities to Pole(s) in the Town of Waterford

Applicant/Licensee: _____

Date: _____

Governing Agreement: Small Wireless Facilities Master License Agreement (MLA) dated xx/xx/2021

Pole Owner (Town of Waterford, National Grid or Other)	Pole # and Type (Steel, Wood, Ornamental, etc.)	Verizon Site ID #	Street Address	General Equipment Description	Application Fee (per Pole)	Annual Fee (per Pole)
National Grid	10 - Wood	N/A	123 Main Street	SWF, new pole	\$ 1000.00	\$ 135.00
Total					\$	\$

***Application and Annual Fees to commence and be paid consistent with the terms of the Master License Agreement. If application includes more than one (1) site, or a "batch" application, rejection of one (1) or more sites included in the batch application shall not constitute a rejection of all other acceptable sites.**

APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Licensee Poles and/or Equipment, including the location of radios, antenna facilities, transmitters, equipmentshelters, cables, conduit, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- Load bearing study that determines whether the Pole requires reinforcement in order to accommodate attachment of Equipment. If pole reinforcement is warranted, the design documents should include the proposed pole modification.
- If the proposed installation includes the replacement of an existing Pole or installation of a new Licensee Pole, provide applicable design and specification drawings.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.

ATTACH CHECK OR MONEY ORDER IN AMOUNT OF APPROPRIATE APPLICATION FEE. THIS PROCESSING FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE.

THE TOWN OF WATERFORD WILL PROCESS THIS APPLICATION WITHIN 60 TO 90 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY TO EXTEND THE APPROVAL DATE.

APPLICANT SIGNATURE: _____

TITLE: _____

PRINTED NAME: _____

-----FOR TOWN OF WATERFORD USE ONLY-----

RECEIPT DATE: _____

APPLICATION NO.: TW - _____

APPROVED BY: _____

TITLE: Town of Waterford Building Inspector

PRINT NAME: _____

TOWN POLE LICENSE APPROVAL DATE: _____

Town of Waterford
Small Wireless Facilities
Aesthetic Design Standards



March 1, 2021

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1. BACKGROUND AND PURPOSE

Pursuant to FCC Declaratory Ruling and Third Report and FCC Order 18-133, effective January 14, 2019, wireless service providers and wireless infrastructure providers are permitted to locate small wireless facilities in the public right-of-way. These networks of low-powered micro antennas provide cellular and data coverage to supplement the providers' macro-cellular networks. New small cell installations will improve the providers' ability to meet current and future consumer cellular and data needs.

The following design standards have been developed by the Town of Waterford to ensure that the design, appearance, and other features of small wireless facilities are compatible with nearby land uses; to prevent the intangible public harm of unsightly or out-of-character deployments; to ensure vehicular and pedestrian traffic safety and coordinate various uses in the right-of-way; and to protect the integrity of historic, cultural, and scenic resources and citizens' quality of life. This document establishes design and aesthetic requirements that all small wireless facilities installed within the ROW must meet prior to installation within Waterford's boundaries. Small wireless facilities installed within the ROW are bound to these design standards.

There are several different small wireless facility installations permitted within Waterford:

- Attachments to utility poles and utility lines
- Attachments to traffic signal poles (all currently owned by NYSDOT and/or Saratoga County)
- Attachments to certain types of street light poles
- New freestanding installations (small cell pole)
- New combination poles with street light and concealed small wireless facility (smart poles)

1.2 DEFINITIONS

Town or Waterford means the Town of Waterford.

Design Standards or Standards means these design standards prepared and published by the Town.

FCC means the Federal Communications Commission of the United States.

National Grid means Niagara Mohawk Power Corporation d/b/a National Grid, or its successor.

OEM means original equipment manufacturer.

Ornamental street light pole means a street light pole made of aluminum, steel, or fiberglass with cast or molded decorative detailing.

Provider means a wireless service provider or wireless infrastructure provider.

RF means radio frequency.

ROW means the public rights-of-way owned, managed or controlled by the Town.

Small cell pole means a new freestanding pole installation for the primary purpose of supporting a small wireless facility.

Small wireless facilities, consistent with FCC Order 18-133, Appendix A, are facilities that meet each of the following conditions:

- i. The facilities are mounted on structures 50 feet or less in height including their antennas, or are mounted on structures no more than 10 percent taller than adjacent structures, or do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- ii. each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume, and
- iii. all other wireless equipment associated with the structure including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

Smart pole means a pole integrating a street light and concealed small wireless facility equipment.

Street light pole means a pole whose primary purpose is supporting a street light.

Town of Waterford Small Wireless Facilities Aesthetic Design Standards

Utility pole means, for purposes of these design standards, a utility pole owned by a third party utility company, such as National Grid or Verizon.

Verizon means Verizon New York, Inc.

2. GENERAL REQUIREMENTS

STANDARDS TABLES

2.1 SMALL WIRELESS FACILITY EQUIPMENT

<p>AESTHETICS</p>	<p>Providers shall consider the aesthetics of the existing street lights and other Town infrastructure near proposed small wireless facility locations, with special attention given to the details of neighborhoods with unique or ornamental street light assemblies. Unique or ornamental assemblies may include mast arms, ornamental pole bases, architectural luminaires, mounting heights, pole colors, etc. Equipment should match the aesthetics of the pole and surrounding poles.</p>
<p>EXTERNAL SHROUDING</p>	<p>4G antennas shall be cantennas or contained in a shroud and any other equipment shall be contained in an equipment cabinet, unless the visual impact can otherwise be reduced by its location on the pole. 5G antennas are not required to be shrouded, but shall be reasonably colored to match the pole on which they are mounted. On wood poles, the color of attachments shall be grey or OEM default colors.</p>
<p>SIDEARM (OFF-SET) INSTALLS</p>	<p>The nearest point of the enclosure to the pole shall not extend more than 30 inches from the pole or as specified by pole owner(s). The minimum mounting height shall be 20 feet.</p>
<p>CONDUITS</p>	<p>All cables shall be in rigid conduits from below ground to eight (8) feet above grade. Cables shall be in conduits or covers at heights greater than eight (8) feet above grade. Conduits and covers shall be surface mounted to the pole unless required to be installed inside the pole.</p>

Town of Waterford Small Wireless Facilities Aesthetic Design Standards

HARDWARE ATTACHMENT	Welding onto existing equipment is not permitted.
COLOR	All equipment shall be colored or painted to match pole aesthetics. If a wood pole, the visible attachments and hardware shall be colored grey or OEM default colors. Paint color and type shall be that specified by the Town Engineer.
CABLES	All cables shall be clearly labeled for future identification.
CANTENNAS	Cantennas or antennas contained in a shroud shall be mounted directly on top of the pole, unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and pole-top antenna is required. Antenna shall be no more than 3 cubic feet in volume.
STICKERS OR SIGNS	<p>Any on-pole cabinet and any ground mounted utility box shall be labeled with:</p> <ul style="list-style-type: none"> (1) RF warning sticker or sign, no larger than 5x7 inches. Facing to the street near the elevation of the antennas; (2) 5-inch by 7-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number, and (3) No product advertising.
LIGHTS	There shall be no lights on the equipment unless required by federal law.
GROUND MOUNTED EQUIPMENT BOX	Shall not be permitted unless applicant demonstrates that no other feasible options for containing the necessary equipment are available. Boxes shall not be placed closer than 20 feet from a street corner, and sight lines for drivers and

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	<p>pedestrians must be preserved. The Town Engineer shall make the final determination on approval or denial of the proposed placement. All ground mounted equipment boxes shall be attached to a concrete foundation. All equipment must be at least two (2) feet clear of the curb. The Town prefers equipment to be placed in existing underground vaults when available.</p>
POLE CONNECTION	<p>Attachments to the side of a pole shall be oriented away from the street side of the pole, placed perpendicularly or parallel to the street, unless applicant demonstrates need for variation. Providers shall use a consistent orientation on poles located on the same block. Attachments must be at least two (2) feet clear of the curb.</p>
HEIGHT OF EQUIPMENT ON POLE	<p>The lowest point shall not be lower than eight (8) feet from the grade directly below the equipment enclosure.</p>
POWER METER	<p>As required by National Grid and in a location that (1) minimizes its interference with other users of the Town's right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the right-of-way, and (2) minimizes its aesthetic impact.</p>

2.2 NEW AND REPLACEMENT METAL POLES

<p>POLE STYLE</p>	<p>Pole shall match aesthetics of surrounding street lights. Pole extension on traffic signal pole shall match the rest of the pole.</p>
<p>COLOR</p>	<p>A pole and pole extension shall be colored or painted to match existing street light aesthetics. Paint color and type used shall be that specified by the Town Engineer.</p>
<p>HEIGHT</p>	<p>Any pole with a small wireless facility shall not exceed the height of small wireless facilities as defined in section 1.2. Post-installation pole height shall be measured from the top of the foundation to the top of the highest mounted piece of equipment.</p>
<p>INTERNAL INSTALLS</p>	<p>Equipment shall be installed internally when using a new underground-fed pole. Any equipment installed within a pole shall not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline, or as required by National Grid.</p>
<p>STICKERS OR SIGNS</p>	<p>On each pole, a</p> <ul style="list-style-type: none"> (1) RF warning sticker or sign, no larger than 5 x 7 inches. Facing to the street near the elevation of the antenna(s); (2) 5-inch by 7-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number, and (3) No product advertising.

2.3 GENERALLY APPLICABLE REQUIREMENTS

Any small wireless facilities, whether co-located on an existing pole or installed on or in a new pole, shall comply with the following requirements:

- Shall not significantly create a new obstruction to property sight lines.
- Shall preferably be located as close as possible to the point of intersection created by the extension of side-yard property lines with the existing line of utility or street light poles in the right-of-way, and preferably along a property's secondary street facing.
- Shall not be installed between the perpendicular extension of the primary street-facing wall plane of any residentially-zoned or occupied structure and the street.
- Shall be installed with appropriate clearance from existing utilities.
- Providers shall consider the aesthetics of existing street lights and street furniture in the neighborhood of the proposed small cell locations. These aesthetic considerations and accommodations shall be included in the application submittal.
- All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or interferes with the operation and maintenance of traffic signals, signage, street lights, street furniture, fire hydrants, underground infrastructure, or business district maintenance.
- New small wireless facility wires, cords and cables shall be encased in a separate conduit than any Town wires, cords, and cables.
- Shall be placed so as not to interfere with normal operation and maintenance of street lights, traffic signals or other street appurtenances.

2.31 TOWN'S PREFERRED SMALL WIRELESS FACILITY EQUIPMENT LOCATIONS IN ORDER OF PREFERENCE:

- On-strand attached to a utility pole, if meeting provider service objective.
- Attached to existing utility poles or to traffic signal poles.
- Attached to plain wood or plain metal street light poles.
- Replacement plain metal street light pole with concealed small wireless facility equipment and antennas.

- Installation of small cell poles.
- Replacement ornamental street light pole with concealed small wireless facility equipment and antennas.

Applicant shall demonstrate the infeasibility of each Town-preferred location before requesting permission for the next on the list.

2.32 STANDARDS FOR SMALL WIRELESS FACILITIES WITHIN NATIONAL REGISTER-LISTED HISTORIC DISTRICTS OR LOCAL PRESERVATION DISTRICTS OR ADJACENT TO NATIONAL REGISTER-LISTED SITES OR LOCAL PROTECTED SITES

In order to maintain the character of a historic district or preservation district, all wireless facilities and new structures in a historic district or preservation district must employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts. The placement of small wireless facilities on existing structures or new poles shall be subject to the following:

- Installation of small wireless facilities within a local preservation district or adjacent to a local protected site shall require a consultation with the Town Planner. Such an installation may be considered for an administrative approval as a minor alteration.
- Lattice structures and new wooden structures will not be permitted.
- Small wireless facilities shall not be installed on poles located in front of a building designated as a local landmark or listed on the National Register.
- The design of wireless facilities and related new structures must be integrated with existing buildings, structures and landscaping, including considerations of height, color, style, placement, design and shape.

3. ATTACHMENTS TO UTILITY POLES

3.1 PURPOSE

This chapter of the standards governs attachment of a small wireless facility to a utility pole.

3.2 STANDARDS

A small wireless facility attachment shall conform to pole owner's attachment standards. Any attachment to a utility pole or utility line shall first be approved by the owner(s) of the utility pole or line.

All associated equipment shall be mounted on poles if allowed by pole owner and pole is capable of supporting.

Fiber, wires and cables shall be in conduits or covers surface-mounted to pole.

One (1) small wireless facility will be allowed by the Town per utility pole if technically feasible and if in the determination of the Town Engineer there are no safety or aesthetic concerns. These standards apply whether attachment is to an existing utility pole, or the owner requires installation of a replacement utility pole.

When a replacement pole is installed next to an existing pole (non-same-hole set), the existing pole shall be removed in its entirety from the ROW (cut off pole remaining in the ground or suspended aerially is not permitted), and the area shall be restored, no later than 30 days after the date the replacement pole was installed. When same-hole set pole replacements are performed, suspended sections of pole shall not be permitted to remain in the ROW, and shall be removed within 30 days of the same-hole set installation.

4. ATTACHMENTS TO TRAFFIC SIGNAL POLES

4.1 PURPOSE

This chapter of the standards governs attachment of a small wireless facility to a traffic signal pole. Currently, there are three traffic signals in the Town (Clifton Street @ Saratoga Avenue (NY 32), Van Ness Street @ Saratoga Avenue (NY 32), and Fonda Road (CR 97) @ Middletown Road (CR 96).

4.2 STANDARDS

One (1) small wireless facility will be allowed by the Town per traffic signal pole if technically feasible and if in the determination of the Town Engineer there are no safety or aesthetic concerns.

All provider equipment other than the antenna shall be housed inside an existing underground vault, inside the pole or a pole extension at the top of the pole, inside a pole-mounted cabinet, or hidden within the cantenna. The cantenna shall only be attached to the top of the pole. 5G antennas shall be mounted not more than 6" from the pole or pole extension and shall be colored to match the pole.

Fiber, wire and cables shall be inside pole in a conduit. If conduit space is not available, the pole cannot be used.

A small wireless facility may not be placed on a traffic signal pole which has a luminaire attached.

5. ATTACHMENTS TO STREET LIGHT POLES

5.1 PURPOSE

This chapter governs small wireless facility attachments to a street light pole. Two different types of small wireless facility installations are permitted on street light poles, which are:

- Co-locating small wireless facility equipment on plain (non-ornamental) wood or plain (non-ornamental) metal street light poles.
- Replacing an existing plain wood or plain metal street light pole so that small wireless facility equipment can be attached.

5.2 STANDARDS

No small wireless facility placement shall be allowed as attachments on ornamental street lighting poles as determined by the Town Engineer. Replacement of an existing ornamental street light pole with a matching smart pole may be permitted as per Section 7.

One (1) small wireless facility will be allowed by the Town per street light pole if technically feasible and if in the determination of the Town Engineer there are no safety or aesthetic concerns. These standards apply whether attachment is to an existing street light pole or to a replacement street light pole.

On an existing pole, the equipment excluding the antenna shall be in an equipment cabinet if on the pole, otherwise shielded from view, hidden within the cantenna, or contained in an existing underground vault or new or existing ground-mounted utility box.

- All equipment not concealed in a base cabinet shall be above the ground at least eight (8) feet.
- Equipment shall be oriented away from the street. If an exception is made allowing the small cell equipment to orient toward the street, the attachment shall be installed no less than 16 feet above the ground.
- The size of small wireless facilities shall be minimized as much as possible to minimize visual impact without decreasing the level of service desired by provider.
- The lighting level-of-service shall not be decreased.
- The Town may require a new smart pole in lieu of collocating on a metal street light pole. See Section 7 for smart pole standards.

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- Wood poles shall only be allowed by approval in areas that have predominantly wood poles or when replacing an existing wood pole. Wood poles shall not be allowed on streets which do not currently have wooden utility poles.

6. INSTALLATION OF SMALL CELL POLE

6.1 PURPOSE

This chapter of the Standards is to be used when installing a freestanding small wireless facility installation, referred to as a small cell pole.

6.2 STANDARDS

All small wireless facility carrier equipment excluding the antenna shall be housed internal to an equipment cabinet at the base of the pole or hidden within the pole or cantenna. No provider equipment shall be strapped or banded to the outside of the small cell pole.

- Small Cell Poles shall coordinate with neighborhood pole style, color, and material type, matching aesthetics of adjacent poles, but may have larger diameter to internally conceal equipment.
- A base containing equipment shall be round with a preferred diameter of the base cabinet 18 inches with a maximum 24 inch diameter. The meter shall be contained in an equipment cabinet as approved by National Grid.
- Ownership of small cell poles is to remain with the provider.
- At least 15% of the pole design structural capacity shall be reserved for future Town installations.
- All new poles shall have appropriate clearance from existing utilities.
- Small Cell Poles shall have a smooth transition from the upper pole to the cantenna or 5G antenna.
- Wood poles shall not be allowed on streets which do not currently have wooden utility poles.

6.3 PLACEMENT REQUIREMENTS

All small cell poles shall be privately owned and shall be permitted by the Building Department via the ROW Permit Requirements as outlined in the Master License Agreement.

- Preferred location for new pole is generally on an extension of the side-yard property line at the intersection with the line of street lights, utility poles, or trees in the ROW, to avoid interference with building face, views, business signage, pedestrian flow, etc.
- Small Cell Poles placement shall not impede, obstruct, or hinder pedestrian or vehicular travel.

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- Small Cell Poles shall not be located along the frontage of a historic building, deemed historic on a federal, state, or local level.
- Small Cell Poles shall not significantly create a new obstruction to property sight lines.
- Whenever possible, the freestanding small wireless facility shall be located on the secondary street.
- Small Cell Poles shall be located within the street amenity zone whenever possible.
- All new poles shall be in line with adjacent utility or street light poles, and preferably be equidistant from them.
- To minimize conflicts with trees, minimum distance standards will be established from tree canopy edge. Distances will vary based on current age of tree (which is based on diameter of trunk) in order to anticipate future tree growth. Distances will also depend on which side of street the cell structures will be installed.

- a. Distance from canopy edge on utility pole side of street (where low-growing trees are planted)

<u>Trunk Diameter</u>	<u>Distance from canopy edge</u>
1 to 6"	20'
7 to 12"	15'
13" and up:	10'

- b. Distance from canopy edge on side of street free of utility poles (where tall-growing trees are planted)

<u>Trunk Diameter</u>	<u>Distance from canopy edge</u>
1 to 6"	55'
7 to 12"	45'
13 to 18"	35'
18 to 24"	25'
24" and up	15'

The Town may refuse applications for sites that are prime locations for tree planting due to soil quality, tree lawn width, and importance of tree canopy at this location to the community.

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These priority tree planting areas are typically on the side of the street without utility poles, and have tree lawns (planting strips) greater than seven (7) feet wide between the curb and the sidewalk.

Small Cell Poles shall be placed at an equal distance between trees and other poles when possible.

- Small Cell Poles shall not be installed between the perpendicular extension of the primary street-facing wall plane of any single- or two-family residence and the street.
- When located adjacent to a commercial establishment, such as a shop or restaurant, small cell poles shall not be located in front of store front windows, primary walkways, primary entrances or exits, or in such a way that would impede a delivery to the building.
- Small Cell Poles shall be at least 5' from driveways, entrances or private lead walks to buildings, and bus shelters.
- Small Cell Poles must be placed outside of the 20-foot equipment clear zone, or applicable sight triangle at intersection corners.

7. INSTALLATION OF SMART POLES

7.1 PURPOSE

This chapter of the Standards is to be used when installing a:

- Replacement plain metal street light pole with internally concealed small wireless facility equipment and antennas; or
- Replacement ornamental street light pole with internally concealed small wireless facility equipment and antennas.

7.2 STANDARDS

All small wireless facility carrier equipment excluding the antenna shall be housed internal to an equipment cabinet at the base of the pole, or concealed within the pole or antenna. No provider equipment shall be strapped to the outside of the smart pole.

Smart poles shall reasonably match neighborhood pole style, color and material type. Height of smart pole shall not exceed the greater of 10% higher than original/surrounding light poles, or 50 feet.

A base containing equipment shall be round with a preferred diameter of the base cabinet 18 inches with a maximum 24 inch diameter. The meter shall be contained in the base cabinet or as approved by National Grid.

New luminaires shall be mounted at the same height as adjacent street lights. New luminaires shall reasonably match existing and shall incorporate the Town's networked lighting control node, if any.

The lighting level-of-service shall not be decreased.

8. EXCEPTIONS

8.1 PURPOSE

This chapter of the standards is to be used when requesting to install small wireless facility equipment in a manner unforeseen or not otherwise covered by the standards set elsewhere in this document.

8.2 STANDARDS

Deviations from the Design Standards may be approved if reasonable on a case-by-case basis by the Waterford Town Engineer prior to installation.

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