

**TOWN OF BRIGHTON TOWN BOARD
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
MEETING AGENDA**

Meeting Date: Wednesday, May 1, 2024 (8:30 a.m.)

Location: Auditorium, Brighton Town Hall

1. Approval of Minutes – Receive and file minutes from April 17, 2024.
2. Authorize the Town Supervisor to execute a contract with Young Explosives for the 4th of July 2024 celebration (Parks) – Request from Matt Beeman for Town Board action to authorize the Town Supervisor to execute a contract with Young Explosives to provide the 2024 4th of July fireworks display. The cost of this contract will not exceed \$16,500 (2023 rate was \$16,500) and Young Explosives will provide all the necessary insurance information naming the Town of Brighton as additionally insured. Funds are available in the 2024 celebrations budget (see letter from M. Beeman).
3. Authorize the Town Supervisor to execute a contract with the Skycoasters for the 4th of July 2024 celebration (Parks) – Request from Matt Beeman for Town Board action to authorize the Town Supervisor to execute a contract with the Skycoasters to provide music at the 2024 4th of July celebration. The cost of this contract will not exceed \$4,000 (2023 rate was \$3,800) and funding is available in the celebrations budget (see letter from M. Beeman).
4. Authorize the Town Supervisor to amend the existing Seasonal Laborer Employee Wage Schedule to \$18.00/hour to also include seasonal laborers working in the Parks Department (Parks) – Request from Matt Beeman for Town Board action to authorize the Town Supervisor to amend the Seasonal Laborer Employee Wage Schedule to \$18.00/hour including the Parks Department seasonal laborers under the S – Group I Title (see letter from M Beeman).
5. Authorize the Police Department to accept a one-time Byrne Memorial Justice Assistance Grant in the amount of \$253,321. (Police) – Request from Chief David Catholdi for Town Board action to authorize the Town Supervisor to accept this JAG Grant in the amount of \$253,321 for the purpose of replacing 45 of the department's Electronic Control Devices (ECD), portable LED lights used at sobriety checkpoints and replace our ballistic shields used as part of our active threat response program (see letter from D Catholdi).
6. Discussion regarding cell tower lease with Crown Castle (AT&T) located at the Highway Department (1941 Elmwood Ave) and expiring in 2034 (J Sprague, Commissioner of Public Works).

7. Discussion regarding Town Hall Renovation related RFPs (Moving Services, On-Site Storage Containers & Construction Inspection) and the project bond resolution timetable (J Sprague, Commissioner of Public Works & E Johnson, Director of Finance).

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, MAY 1, 2024, at 8:30 a.m.
in the AUDITORIUM of the Brighton Town Hall.
All members of the public are invited to attend FASC meetings.**

****AS PER THE REGULAR SCHEDULE****



Town of
Brighton

Parks Department

Matthew Beeman
Superintendent of Parks

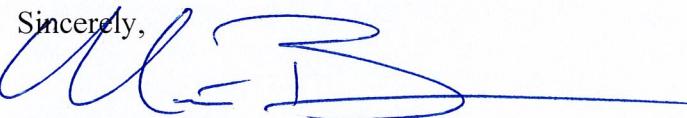
April 25, 2024

Honorable Town Board
Honorable Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

Dear Finance Committee Members:

I respectfully request that you authorize the Supervisor to execute a contract with Young Explosives for the 2024 July 4th fireworks display. The cost will be \$16,500 and funding is available in our 2024 celebration budget. As part of their agreement, the contractor is required to submit a certificate of insurance naming the Town of Brighton as additionally insured. In addition we will also secure all the needed permits required for the display.

I will be happy to answer any questions you may have regarding this matter.

Sincerely,


Matt Beeman
Superintendent of Parks

Cc:
E. Johnson
A. Banker

YOUNG EXPLOSIVES CORPORATION
Fireworks Exhibition Agreement

This agreement made this 15th day of February, 2024 by and between Young Explosives Corporation of Rochester, NY, hereafter designated **Young**, and

Town of Brighton

220 Idlewood Road

Rochester, NY 14618

hereafter designated the **customer**, providing for the sale of and an exhibition of fireworks to be located at

Meridian Centre Park: 2025 Meridian Centre Blvd., Rochester, NY 14618

on the date of Thursday, July 4, 2024 in a location to be designated by the customer and approved by Young.

Young and customer are collectively referred to as the "Parties".

The Parties hereto mutually agree, one with the other, as follows:

1. Exhibition of Fireworks Display

Young agrees to furnish an exhibition of fireworks substantially in accordance with the program set forth and agreed upon at the time of the signing of this Agreement, attached hereto and incorporated herein by reference thereto (the "Fireworks Display"). The Fireworks Display shall be of first quality and properly made. Young shall supply a sufficient number of technicians to execute the Fireworks Display in a safe and artistic manner. Young guarantees that the Fireworks Display will be performed pursuant to industry standards and in accordance with specifications outlined in this Agreement and in any approved addendums signed by Young and the customer. Young reserves the right to substitute products of equal or greater value if necessary to fulfill this Agreement.

2. Spectator Control

The customer agrees to furnish at its own expense sufficient area for the display, including a minimum area spectator set back at all points from the discharge area, which is satisfactory to Young. The customer further agrees at its own expense to set up rope lines or similar dividers between the public and the display area and agrees to furnish ample police protection to prevent spectators from entering the display area to protect Young's property and for the assembly, firing and dismantling of the exhibition without interference from the public. The customer shall defend, indemnify and hold Young harmless for any liability because of the customer's negligent breach of this Section 2.

3. Permits

The customer agrees to procure and pay for all necessary permits and licenses which may be required by the municipal authorities. Young will apply for and obtain necessary permits and licenses on behalf of the Customer if noted in Section 11 of this Agreement or if requested in writing by the customer. In that event, customer will pay in advance to Young the amount needed to pay for the permits and licenses. Permit and licensing fees are non-refundable unless refunded by the licensing authority. Customer assumes the responsibility for seeking a refund when applicable.

4. Insurance

- a) Young agrees to procure liability insurance for \$2,000,000.00 coverage and zero deductibility on behalf of the customer. The insurance cost is included in the payable sum shown on this agreement.
- b) Young will provide Workers' Compensation and Disability for the fireworks technicians.

5. Postponement or Cancellation

- a) In the event that weather is such that Young, in its sole and absolute discretion, determines that the Fireworks Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the Parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the customer and Young reach a mutually satisfactory postponement time and/or date which is within 7 days of the original display date, Young agrees that the postponement shall be made with **no extra charge**. If a satisfactory postponement cannot be reached, then this Agreement shall terminate and the customer will remain responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- b) If the customer cancels the exhibition, Young reserves the right to bill the customer for travel expenses incurred, labor performed, the cost of the insurance and the cost for special work and for nonrefundable fees outlined in this Agreement.
- c) If the customer cancels the exhibition before Young's technicians have been dispatched to the site, there will be **no charge**. However, customer is responsible for the actual expenses incurred by Young which shall include the cost of insurance and the cost for special work and for nonrefundable fees outlined in this Agreement. Young may retain from any deposit or invoice the customer the amount necessary to reimburse it for expenses incurred on behalf of the customer when applicable.
- d) In the event that the customer chooses to cancel this Agreement, it shall do so by written notice delivered personally to an authorized representative of Young or sent by regular or certified mail, or by national overnight courier service, or by facsimile

addressed to Young Explosives Corp. P.O. Box 18653, Rochester, NY 14618 or such address as Young may from time to time specify by written notice to the customer. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (i) actually received, if delivered personally or sent by facsimile; or (ii) one day after it is sent, if sent by overnight courier; or (iii) three days after the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by first class mail, postage and charges prepaid; or (iv) on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by certified mail, postage and charges prepaid.

6. Terms of Payment

a) The customer agrees to pay Young, or his agent, the total sum of sixteen thousand five hundred Dollars for the Fireworks Display plus the cost of insurance set, the cost of special work, and the cost of nonrefundable fees outlined in this Agreement to the extent not otherwise paid. Full payment shall be due as follows; check the box that applies:

Night of the Exhibition, or on _____, 20 24.

b) In the event of customer's failure to pay when due all sums due Young under this Agreement, Young shall be entitled to collect from customer its reasonable cost of collection, including interest and reasonable attorney's fees. In addition, the customer agrees to pay interest at the rate of $1 \frac{1}{2}$ % per month on any delinquent balance which is not paid until paid in full.

7. Counterpart Execution; Electronic Signatures

This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

8. Headings

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

9. Entire Agreement

This Agreement for the Fireworks Display constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings, whether oral or written, regarding the subject matter hereof.

10. Amendments: New York Law

This Agreement cannot be modified or rescinded except by a written instrument signed by the Parties. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

11. Miscellaneous

(a) Customer Contact Name(s) and Information

1. Name: Matt Beeman

Home/Work: (585) 784-5262

Cell:

Email: matt.beeman@townofbrighton.org

(b) Contact Night of Display

Name: Matt Beeman

Cell: _____

Time of Display: 9:50 AM PM

(d) Insurance Information

(d) Insurance Information
Please list all parties to be listed as additional insured. Young will extend coverage to the entities listed below as additional insured. **Customer is responsible for providing all information needed for full insurance coverage.**

Town of Brighton, NY: New York State Canal Corporation: New York State

(e) Customer Requests

List special requests, such as ground pieces, shells, finale, quantity or time requirements. List any other special requests such as salutes at certain times (i.e., if the display is a surprise for someone), etc.

Customer will provide 5 people to review and clean up display site & fallout area on 7/5/24 at 8am with YEC representatives. Customer will apply for and provide YEC with copies of the 3 required permits:

NYS Canal Corp, NYS Office of Fire Prevention & Control, and Town of Brighton

YEC will provide customer with required documents to obtain permits

(f) Permits

Customer to apply for the Permit(s) and provide Young with a copy 14 days prior to event

Young to apply for the Permit(s) on Customer's behalf:

Customer to pay the amount of _____. Includes permit cost and fees. (Permit costs subject to change by the municipality)

ADD the above permit costs to the display price on the front of contract.

INCLUDE the above permit costs in the display price on the front of the contract.

Total sum \$ 16,500.00 Dollars

The parties sign below:

**Young Explosives Corp.
Display Fireworks**

(800) 747-1781

(585) 394-1783

(585) 396-2663 Fax

P.O. Box 18653

Rochester, NY 14618

www.youngexplosives.com

E-Mail: fireworks@youngexplosives.com

Young Explosives Corp.

James R. Young

Customer

(Please Print Name)

President

Title

Title



Parks Department

Matthew Beeman
Superintendent of Parks

April 27, 2024

Honorable Town Board
Honorable Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, New York 14618

Dear Finance Committee Members:

I respectfully request that you authorize the Supervisor to execute a contract with the Skycoasters for the 2024 July 4th celebration. The cost for their performance will be \$4,000, and funding will be available from our celebration budget and potential community sponsorships if needed. As part of their agreement, the Skycoasters are required to submit a certificate of insurance, naming the Town as certificate holder and additionally insured. The certificate will be received prior to the event.

I will be happy to answer any questions you may have regarding this matter.

Sincerely,

Matt Beeman
Superintendent of Parks
Town of Brighton

Cc:
E. Johnson
A. Banker

* the Skycoasters *

12 Windchase Rise
Fairport, NY 14450

This contract made on July 10, 2023, by and between the presenter and the undersigned performed as leader or attorney-in-fact and such extras as the said performer(s) may secure.

Presenter: Town of Brighton
Date: **Thursday, July 4, 2024**
Location: Meridian Center – July 4 Celebration
Start/Finish Time: 8:00 – 9:45 PM (presenter provides stage & tent at their expense)
Terms Agreed Upon: \$4,000.00

The Presenter agrees to provide the following at **NO CHARGE** to the Skycoasters. If any of these listed items cannot be made available, please advise us, as we will be glad to work with you to make adjustments, or alternative arrangements. ~~Contact name/number at your event site with whom we can discuss set up details~~

ELECTRICITY REQUIREMENTS: Six (6) separate 20-amp dedicated circuits (outlets) with nothing else connected to them and circuits need to be within 25 feet of the stage area. If you don't have 6 outlets, please contact us and we will work around the issue with your event site person.

STAGING: All staging, platforms, and dance flooring, need to be assembled and in place prior to the arrival of the Skycoasters' crew. **For smaller shows (i.e., weddings), if you do not want the band on a stage, that is fine...it is your choice. If you do choose to have a stage,** we request an overall stage size of 16' x 20' or equivalent space without a stage. Please make sure the 20' side of the stage is facing the audience and 16' deep. **For larger shows,** when using a drum riser on the stage: A drum riser measuring 8' wide and 8' deep x 1' high and should be located in the center towards back of stage.

PARKING: Please reserve parking spaces for the Skycoasters' vehicles (two trucks and a bus), adjacent to the event location.

WEATHER: If the performance is to be outside, the presenter is requested to provide protection, such as a stage roof (covering) and plastic or tarps for instruments, sound and lighting equipment, in case of rain or other inclement weather.

HOSPITALITY: It would be appreciated if you could provide cold soft drinks and a sandwich platter for the band & crew (16 people) by 6 p.m. as they usually set up for the show in the late afternoon/early evening and then stay right on through the evening for the show

Please Note: NO deposit is due. Final balance is due the night of the performance and you can give the check made payable to
Skycoasters LLC to Jerry Boone.

This contract shall bind and benefit the parties jointly and severally, and each and any performer or extra may enforce it. This contract constitutes the entire agreement between the parties with respect to its subject matter. It cannot be changed or waived in whole, or in part, except by a signed writing.

Presenter: _____

Performer: **Skycoasters LLC**

Auth. Signature _____

Auth. Signature 

Contact: _____

Office Manager: Barbara @ (585) 746-7634

Cell # _____

Tax I.D. #16-1437850



Town of
Brighton

Parks Department

Matthew Beeman
Superintendent of Parks

April 25, 2024

Honorable Town Board
Finance and Administrative Services Committee
2300 Elmwood Avenue
Rochester, NY 14618

RE: Seasonal Laborer Employee Wage Schedule Parks Department

I respectfully request your permission to authorize Supervisor Moehle to amend the existing Seasonal Laborer Employee Wage Schedule to accommodate rate changes for all seasonal laborers in the Parks Department. The recommended new base rate for seasonal laborers hired in the parks department is \$18.00/hour. The rate would be effective on May 11, 2024.

This change in rate is requested to respond to the ongoing shortage of seasonal applicants we receive and will help us compete in the employment marketplace for new hires as well as provide an opportunity to retain hired laborers for multiple seasons.

With the current Department structure of seasonal hours and available positions we would anticipate no impact to the 2024 operating budget with this change.

Please let me know if you have any questions or concerns regarding this request.

Thank you for your consideration,

Matt Beeman
Superintendent of Parks
Town of Brighton



Town of
Brighton

Brighton Police Department

2300 Elmwood Avenue
Rochester, New York 14618
(585) 784-5150



David Catholdi
Chief of Police

April 19, 2024

Honorable Town Board
Finance and Administrative Services Committee
Town of Brighton
2300 Elmwood Avenue
Rochester, NY 14618

RE: New York State FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG)

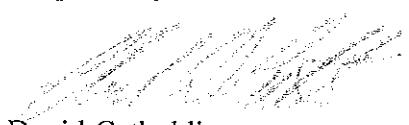
Dear Board Members:

I am pleased to report that we have secured a one-time \$253,321.00 Byrne Memorial Justice Assistance Grant for the Brighton Police Department. The grant funding will be used to replace forty-five of the department's Electronic Control Devices (ECD), replace our portable LED lights used at sobriety checkpoints, and replace our ballistic shields used as part of our active threat response program.

I hereby request that the Supervisor be allowed to accept the terms and conditions of this grant through the Grant Management System of the New York State Department of Criminal Justice Services.

Once the grant is accepted and approved I request that appropriations in account **A.POLCE.3125.2.17 (law enforcement equipment)** be increased by **\$253,321.00**.

Respectfully,


David Catholdi
Chief of Police

Cell Site Name: PR245/01/TOWN OF BRIGHT
Fixed Asset No.: 10074142
Market: Upstate New York
Address: 1941 Elmwood Avenue, Rochester, New York 14620
Business Unit No.: 843085

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT ("THIRD Amendment") dated as of the later date below (the "Effective Date") is by and between the Town of Brighton, a New York corporation, having a mailing address at 2300 Elmwood Avenue, Rochester, New York 14618 (hereinafter referred to as "Landlord"), and NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its attorney-in-fact CCATT LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and AT&T Wireless PCS, LLC d/b/a AT&T Wireless Services, LLC ("Original Tenant") entered into that certain Option and Lease Agreement dated June 27, 2000 ("Original Agreement"), as amended by that certain Amendment to Lease Agreement dated June 22, 2000 ("First Amendment") as further amended by that certain Second Amendment to Option and Lease Agreement dated in or about November 25, 2014 ("Second Amendment") (hereinafter the Original Lease, First Amendment and Second Amendment are collectively referred to as the "Agreement"), whereby Landlord leased to Original Tenant a portion of that property (said leased portion being the "Premises") located at 1941 Elmwood A venue, (Assessor's Parcel Number 262000-136-160-0001-001-100), in the Town of Brighton, County of Monroe, State of New York, which property underlying the Premises (the "Property") is described in Liber 2734 of Deeds, Page 370 and Liber 1401 of Deeds, Page 577 in the County Register of Deeds Office ("Registry"), together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement; and

WHEREAS, NCWPCS MPL 28 - Year Sites Tower Holdings, LLC is currently the Tenant under the Agreement as successor-in-interest to Original Tenant; and

WHEREAS, the term of the Agreement, including all Extension Terms (as defined in the Agreement), will expire on July 31, 2034, and Landlord and Tenant now desire to enlarge the area leased, extend the term of the Agreement, to modify, as set forth herein, the Rent (as defined below) payable under the Agreement, and to make certain other changes, all as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Additional Premises. Landlord hereby agrees to lease to Tenant the Premises defined in the Agreement plus an additional 48 square feet of Landlord's Property as shown in a description and on a map attached hereto and labeled "Schedule A". The total new Premises to be leased by Landlord to Tenant under this Third Amendment shall be 728 square feet and shall be comprised of the Premises defined in the Agreement and that additional land as set forth in Schedule A. Tenant may utilize said Premises only for the purposes set forth in the Agreement.

2. Term. The term of the Agreement shall be amended to provide that the Agreement has a new initial term of sixty (60) months ("New Initial Term"), commencing on August 1, 2022 (the "Effective Date") and expiring on July 31, 2027. As of such Effective Date, all remaining renewal and extension terms in the Agreement except as set forth herein shall be void and of no further force and consequence. The Agreement will be automatically renewed for up to four (4) additional sixty (60) month terms, and thereafter for one (1) term of twenty-four months (each an "Extension Term") upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term. Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term. Unless sooner terminated as provided for in the Agreement, the Agreement shall expire on July 31, 2049.

3. Modification of Rent. Commencing on the Effective Date, the rent payable under the Agreement shall be Twenty-Four Thousand Seven Hundred Twenty-Two and 88/100 Dollars (\$24,722.88) per year (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below. Rent shall be paid monthly by Tenant to Landlord in the amount of Two Thousand Sixty and 24/100 Dollars (\$2,060.24).

4. Tenant shall continue to have the right to enter into subleases of the Premises as set forth in the Agreement with the continuing obligation to pay to Landlord 20% of all revenue Tenant receives from said subleases.

5. Future Rent Increase/ Extension Term Increase. The Agreement is amended to provide that commencing on August 1, 2027, Rent shall increase by fifteen percent (15%) and shall increase by fifteen percent (15%) at the beginning of each Extension Term thereafter.

6. Landlord hereby acknowledges that Tenant may enter into a sublease or license with Dish Wireless L.L.C. ("Dish") for all or a portion of the Premises for all uses permitted under the Agreement, including, without limitation, installing, operating and maintaining communications equipment, cables and shelters. Dish shall have the same rights of ingress and egress to the Premises, and the provision of utilities thereto, in the same manner and to the same extent as granted and conveyed to Tenant under the Agreement. This provision shall satisfy any requirement under the Agreement to provide notice or obtain consent for entering into a sublease or license with Dish.

7. As additional consideration for Landlord entering into this Third Amendment, pursuant to Section 16(c) of the Agreement and Section 4 above, Tenant agrees to pay to Landlord twenty percent (20%) of the rent received from Dish (the "Dish Revenue Share").

8. Section 17 of the Agreement is amended by deleting Tenant's notice address and inserting the following:

Tenant: NCWPCS MPL 28 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

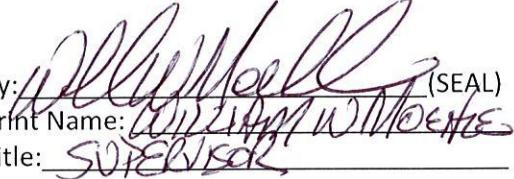
9. Acknowledgement. Landlord acknowledges that: (a) this Third Amendment is entered into of the Landlord's free will and volition; (b) Landlord has read and understands this Third Amendment and the underlying Agreement and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment; (c) Landlord has been advised and is informed that should Landlord not enter into this Third Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.
10. Memorandum of Agreement. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
11. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.
12. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the date and year below.

Landlord:

Town of Brighton,
a New York corporation

By: 
(SEAL)
Print Name: William Winters
Title: SUPERVISOR

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the date and year below.

Tenant:

NCWPCS MPL 28 - Year Sites Tower Holdings LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____ (SEAL)

Print Name: _____

Title: _____

SCHEDULE A

Metes and Bounds Description of Additional Land between the Town of Brighton

and

MCWPCS MPL 28 – Years Sites Tower Holdings LLC.

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF BRIGHTON, COUNTY OF MONROE, STATE OF NEW YORK, DESCRIBED IN DEED BOOK 2734, PAGE 370, FURTHER DESCRIBED AS: COMMENCING FROM AN EXISTING FENCE CORNER, FOUND ON THE SOUTHEAST CORNER OF SAID PARCEL, AND HAVING NEW YORK STATE PLANE COORDINATES E:1414618',-N:1139458'; THENCE, N 31° 28' 20" W FOR A DISTANCE OF 193.89 FEET TO THE POINT OF BEGINNING; THENCE, N 68° 53' 17" W FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE, N 21° 06' 43" E FOR A DISTANCE OF 8.00 FEET TO A POINT; THENCE, S 68° 53' 17" E FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE, S 21° 06' 43" W FOR A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING, CONTAINING 48 SQFT -OR- 0.001 ACRES.

The above described parcel of land is intended to be a 48 square foot strip of land to be used for the installation, operation and maintenance of communications equipment, cables and shelters.

TOWER SURVEY

843085

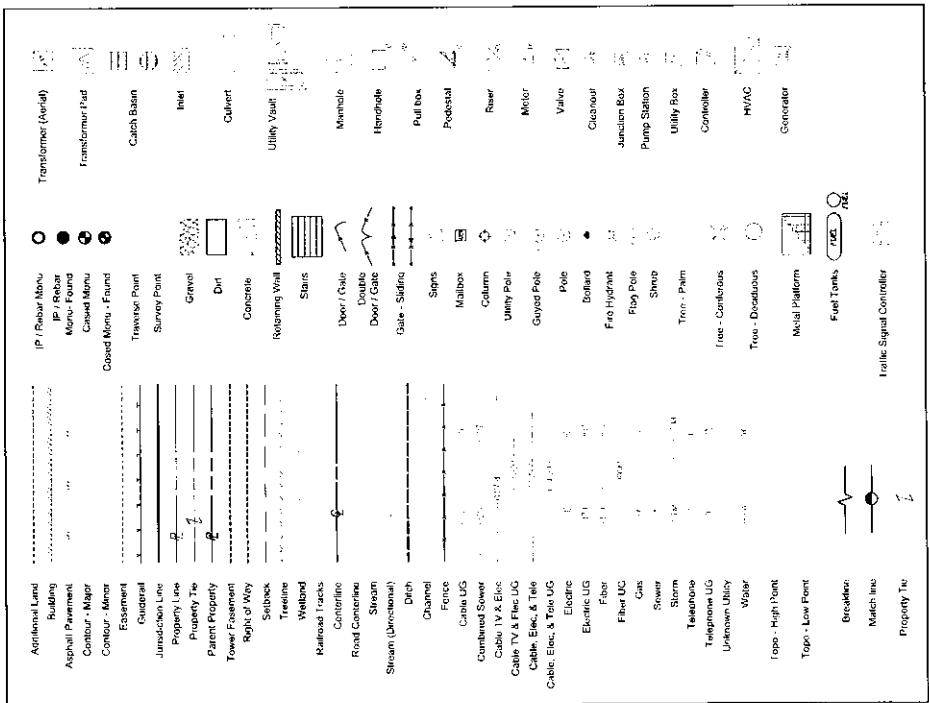
BRIGHTON DPW

1941 ELMWOOD AVENUE,
BRIGHTON, NY 14620
MONROE COUNTY

VICINITY MAP

A map showing the location of a proposed site on Fairfield Drive. The map includes the following labels: 'ELWOOD AVE' running vertically on the left; 'FARFIELD DR' running diagonally from the top left towards the center; 'LAKEVILLE BLVD' running diagonally from the bottom left towards the center; and 'SITE LOCATION' with a dashed line pointing to a black dot representing the proposed site. A scale bar at the bottom left indicates distances of 0, 500, and 1000 feet.

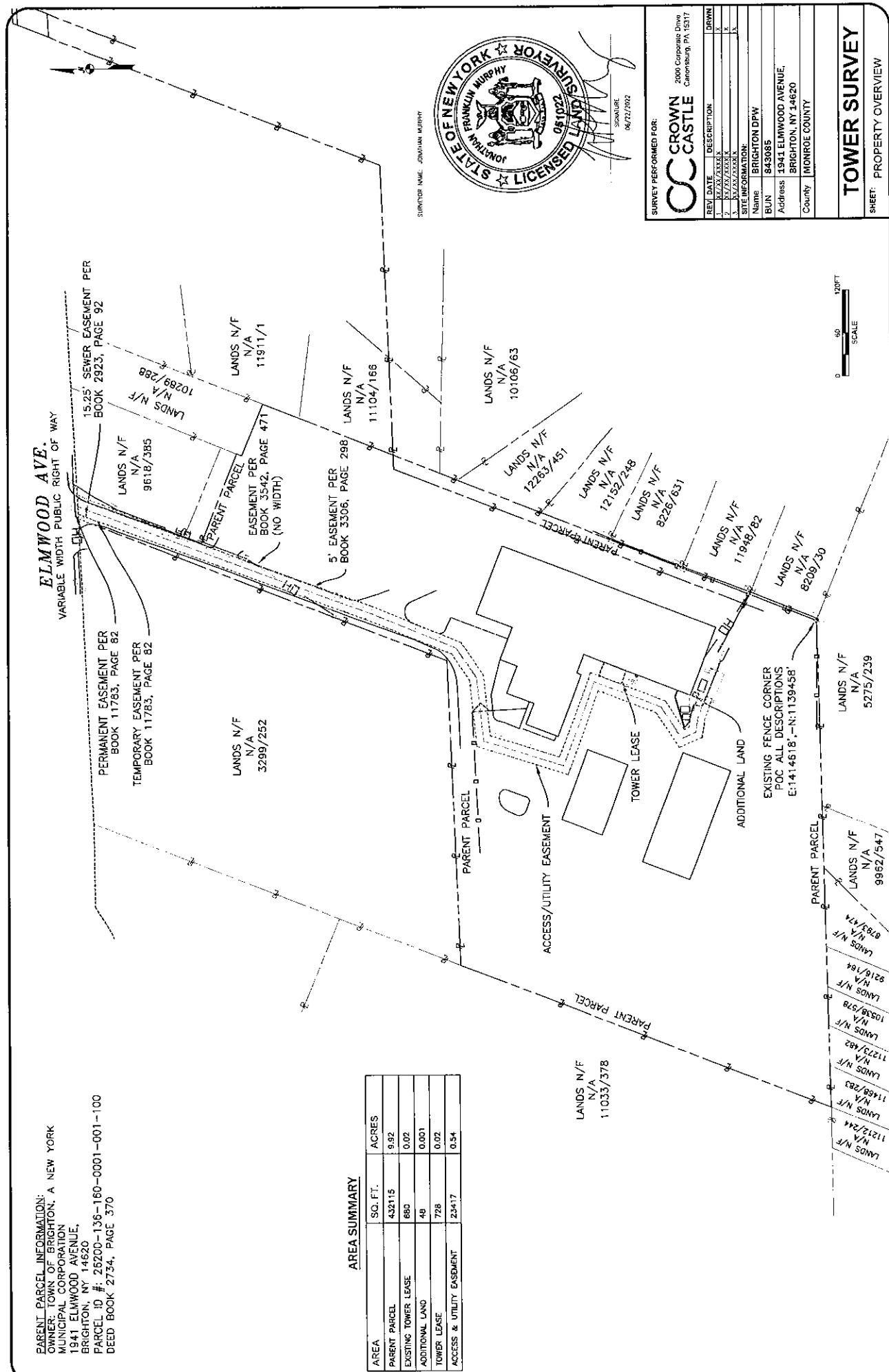
LEGEND

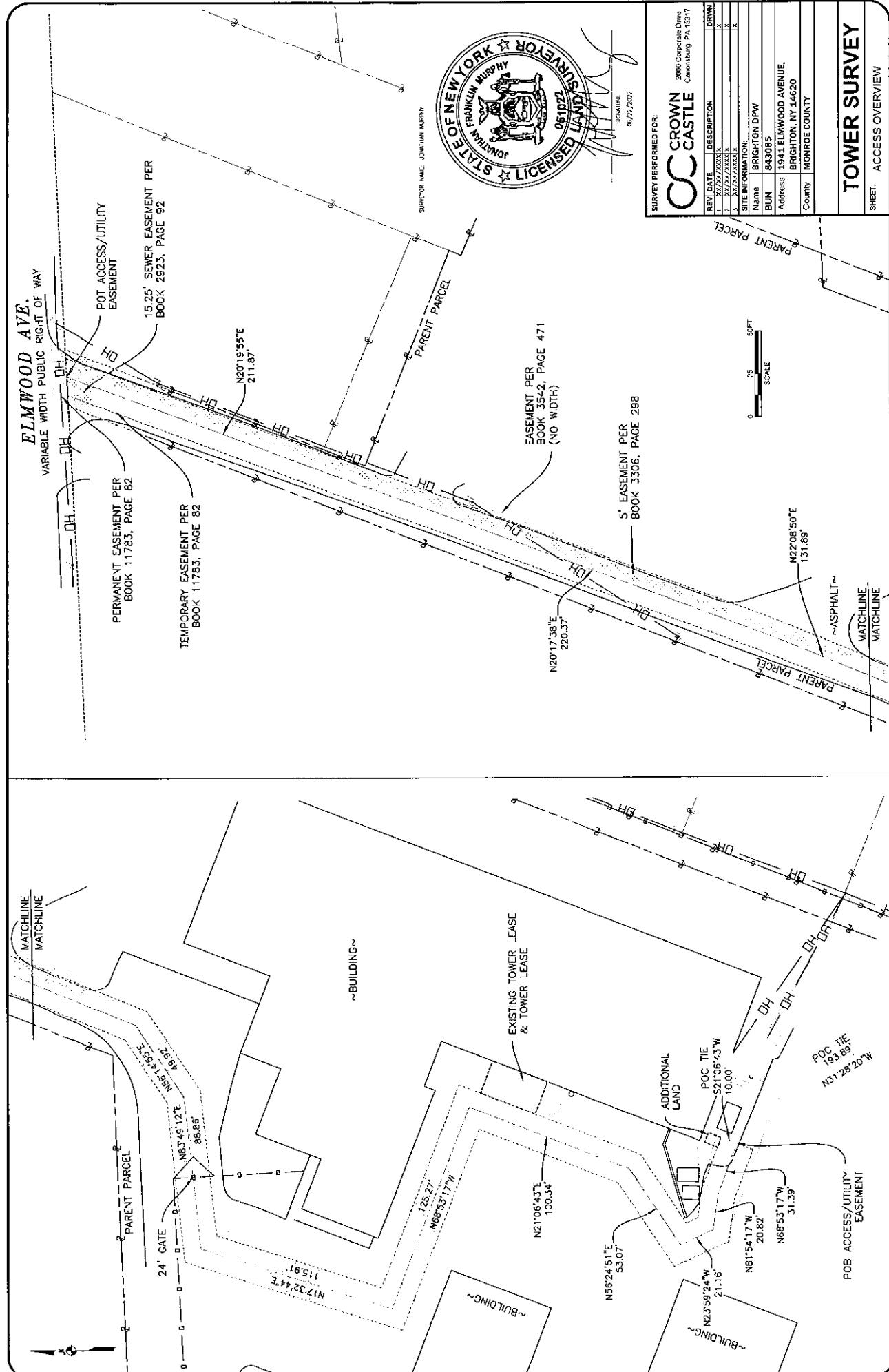


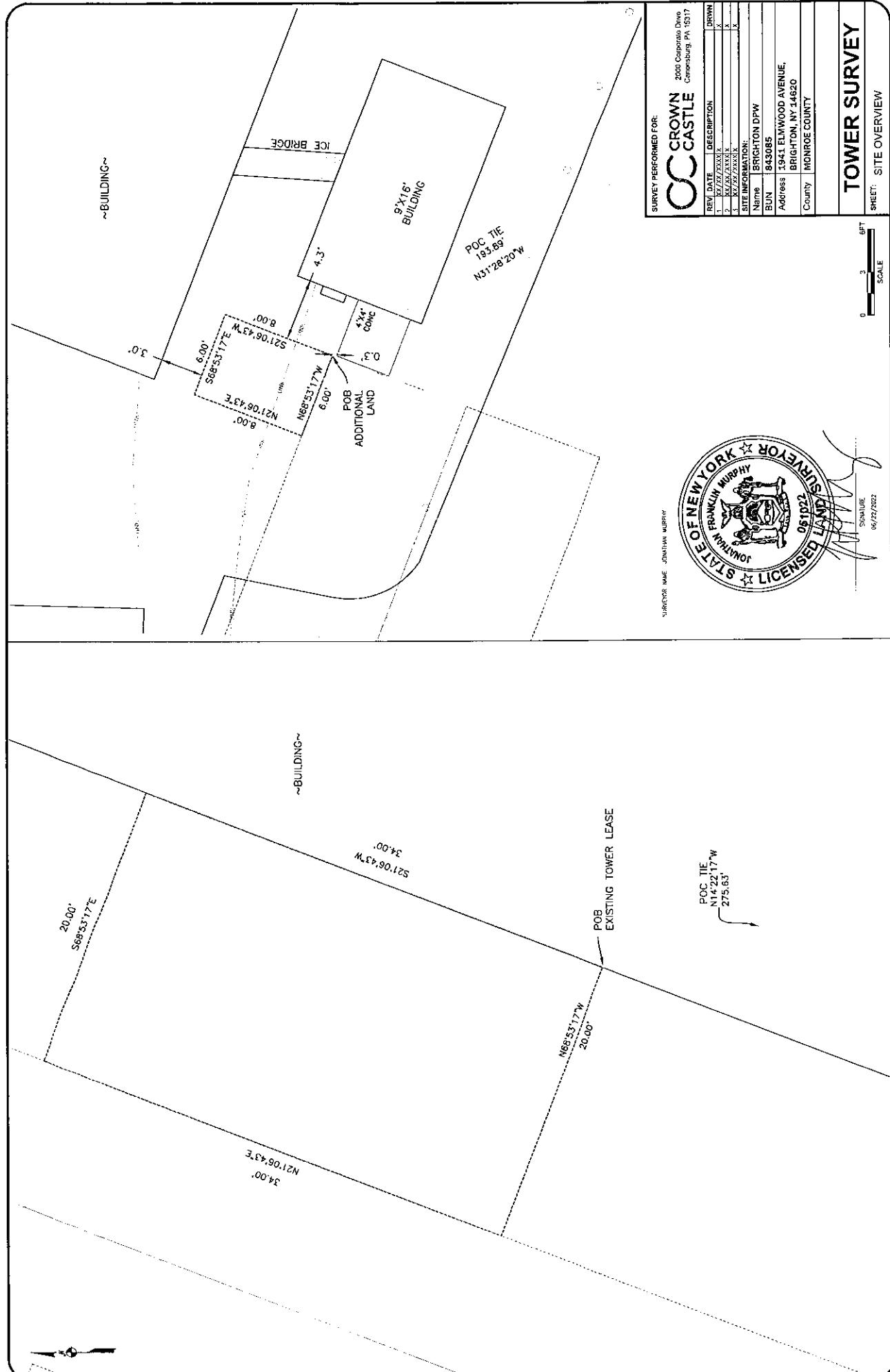
LOWER SURVEY

COVER SHEET

COVER SHEET







LEGAL DESCRIPTION: EXISTING TOWER LEASE (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF BRIGHTON, COUNTY OF MONROE, STATE OF NEW YORK, DESCRIBED IN DEED BOOK 2734, PAGE 370, FURTHER DESCRIBED AS: COMMENCING FROM AN EXISTING FENCE CORNER, FOUND ON THE SOUTHEAST CORNER OF SAID PARCEL, AND HAVING NEW YORK STATE PLANE COORDINATES E:1414618' -N:1139458'.

THENCE, N 14° 22' 17" W FOR A DISTANCE OF 275.63 FEET TO THE POINT OF BEGINNING;

THENCE, N 68° 53' 17" W FOR A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, N 21° 06' 43" E FOR A DISTANCE OF 34.00 FEET TO A POINT;

THENCE, S 68° 53' 17" E FOR A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, S 21° 06' 43" W FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING, CONTAINING 680 SQFT -OR- 0.02 ACRES.

LEGAL DESCRIPTION: ADDITIONAL LAND (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF BRIGHTON, COUNTY OF MONROE, STATE OF NEW YORK, DESCRIBED IN DEED BOOK 2734, PAGE 370, FURTHER DESCRIBED AS: COMMENCING FROM AN EXISTING FENCE CORNER, FOUND ON THE SOUTHEAST CORNER OF SAID PARCEL, AND HAVING NEW YORK STATE PLANE COORDINATES E:1414618' -N:1139458'.

THENCE, N 14° 22' 17" W FOR A DISTANCE OF 275.63 FEET TO THE POINT OF BEGINNING;

THENCE, N 68° 53' 17" W FOR A DISTANCE OF 20.00 FEET TO A POINT;

THENCE, S 21° 06' 43" W FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING, CONTAINING 680 SQFT -OR- 0.02 ACRES.

LEGAL DESCRIPTION: TOWER LEASE (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF BRIGHTON, COUNTY OF MONROE, STATE OF NEW YORK, DESCRIBED IN DEED BOOK 2734, PAGE 370, FURTHER DESCRIBED AS: COMMENCING FROM AN EXISTING FENCE CORNER, FOUND ON THE SOUTHEAST CORNER OF SAID PARCEL, AND HAVING NEW YORK STATE PLANE COORDINATES E:1414618' -N:1139458'.

THENCE, N 21° 06' 43" E FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING, CONTAINING 48 SQFT -OR- 0.001 ACRES.

TOGETHER WITH THE ABOVE DESCRIBED ADDITIONAL LAND, DESCRIBED AS:

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF BRIGHTON, COUNTY OF MONROE, STATE OF NEW YORK, DESCRIBED IN DEED BOOK 2734, PAGE 370, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING FENCE CORNER, FOUND ON THE SOUTHEAST CORNER OF SAID PARCEL, AND HAVING NEW YORK STATE PLANE COORDINATES E:1414618' -N:1139458'.

THENCE, N 31° 28' 20" W FOR A DISTANCE OF 193.89 FEET TO THE POINT OF BEGINNING;

THENCE, N 68° 53' 17" W FOR A DISTANCE OF 6.00 FEET TO A POINT;

THENCE, N 21° 06' 43" E FOR A DISTANCE OF 8.00 FEET TO A POINT;

THENCE, S 68° 53' 17" E FOR A DISTANCE OF 6.00 FEET TO A POINT;

THENCE, S 21° 06' 43" W FOR A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING, CONTAINING 48 SQFT -OR- 0.001 ACRES.

THE EXISTING TOWER LEASE AND ADDITIONAL LAND COMBINE TO CREATE THE TOWER LEASE, CONTAINING 728 SQFT -OR- 0.02 ACRES.

LEGAL DESCRIPTION: ACCESS/UTILITY EASEMENT (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE TOWN OF BRIGHTON, COUNTY OF MONROE, STATE OF NEW YORK, DESCRIBED IN DEED BOOK 2734, PAGE 370, FURTHER DESCRIBED AS: COMMENCING FROM AN EXISTING FENCE CORNER, FOUND ON THE SOUTHEAST CORNER OF SAID PARCEL, AND HAVING NEW YORK STATE PLANE COORDINATES E:1414618' -N:1139458'.

THENCE, N 31° 28' 20" W FOR A DISTANCE OF 193.89 FEET TO THE POINT OF BEGINNING, CONTAINING 48 SQFT ADDITIONAL LAND;

THENCE, DEPARTING SAID ADDITIONAL LAND, S 21° 06' 43" W FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE

CENTERLINE OF A 20-FOOT-WIDE ACCESS/UTILITY EASEMENT, LYING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIPTION:

THENCE, N 68° 53' 17" W FOR A DISTANCE OF 31.39 FEET TO A POINT;

THENCE, N 81° 54' 17" W FOR A DISTANCE OF 20.82 FEET TO A POINT;

THENCE, N 23° 59' 24" W FOR A DISTANCE OF 21.16 FEET TO A POINT;

THENCE, N 56° 24' 51" E FOR A DISTANCE OF 53.07 FEET TO A POINT;

THENCE, N 21° 06' 43" E FOR A DISTANCE OF 100.34 FEET TO A POINT;

THENCE, N 68° 53' 17" W FOR A DISTANCE OF 125.27 FEET TO A POINT;

THENCE, N 17° 32' 44" E FOR A DISTANCE OF 115.91 FEET TO A POINT;

THENCE, N 35° 49' 12" E FOR A DISTANCE OF 88.86 FEET TO A POINT;

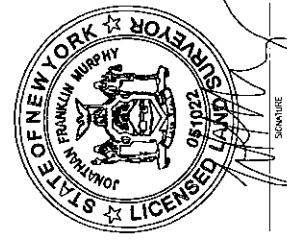
THENCE, N 56° 14' 55" E FOR A DISTANCE OF 49.92 FEET TO A POINT;

THENCE, N 22° 08' 50" E FOR A DISTANCE OF 131.89 FEET TO A POINT;

THENCE, N 20° 17' 38" E FOR A DISTANCE OF 220.37 FEET TO A POINT;

THENCE, N 20° 19' 55" E FOR A DISTANCE OF 211.87 FEET TO A POINT LYING ON THE SOUTHERN RIGHT OF WAY OF ELMWOOD AVE, A

DEDICATED PUBLIC RIGHT OF WAY, BEING THE POINT OF TERMINUS, CONTAINING 234.17 SQFT -OR- 0.54 ACRES.



SIGNATURE

06/23/2012

JONATHAN MURPHY

CROWN CASTLE

200 Corporate Drive

Carmel, NY 10512

STATE OF NEW YORK

GOVERNOR ANDREW MURPHY

LICENCED SURVEYOR

05/10/2012

JONATHAN MURPHY

TOWER SURVEY

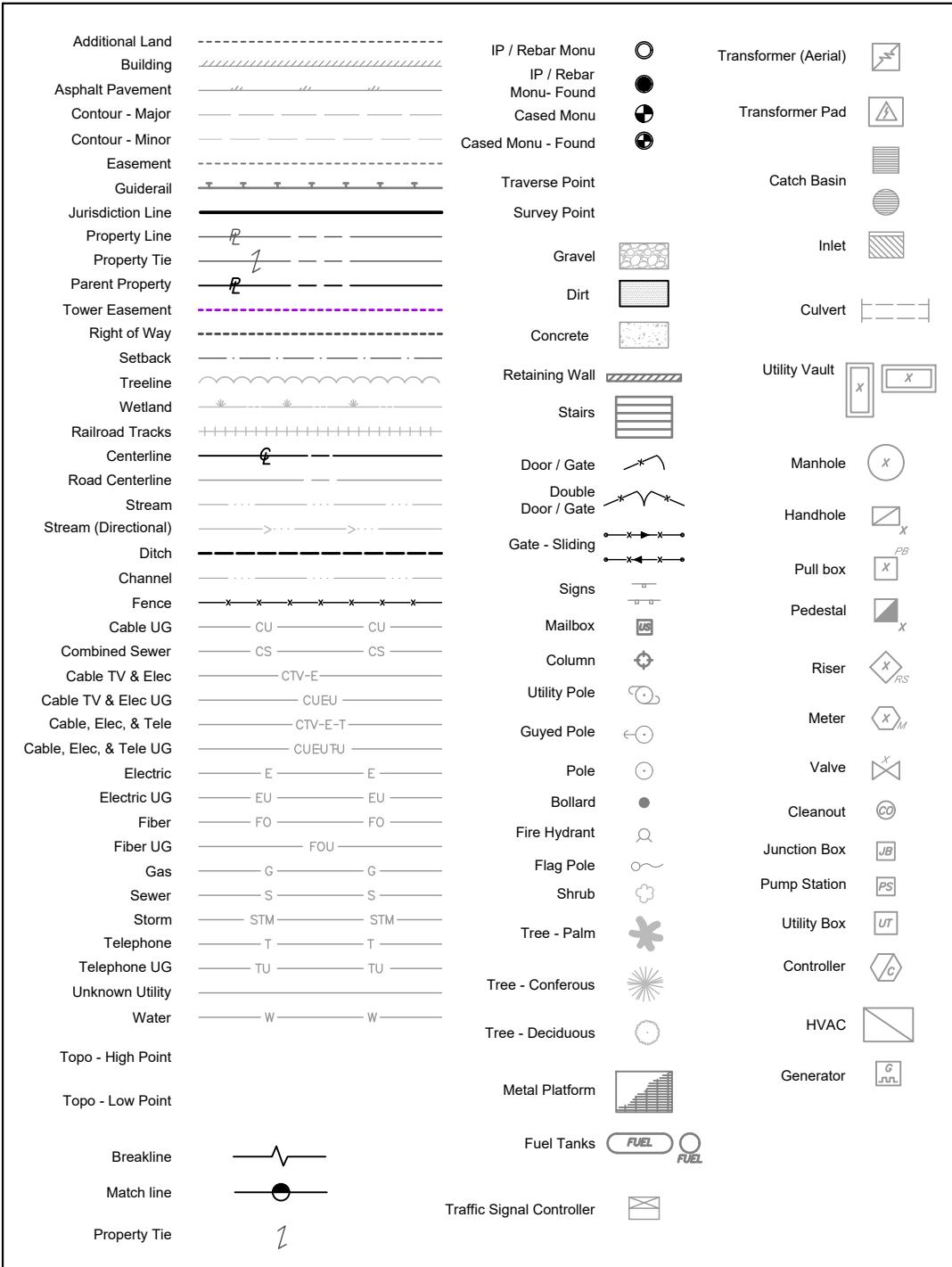
SHEET: LEGAL DESCRIPTION

AS-BUILT SURVEY

843085

BRIGHTON DPW

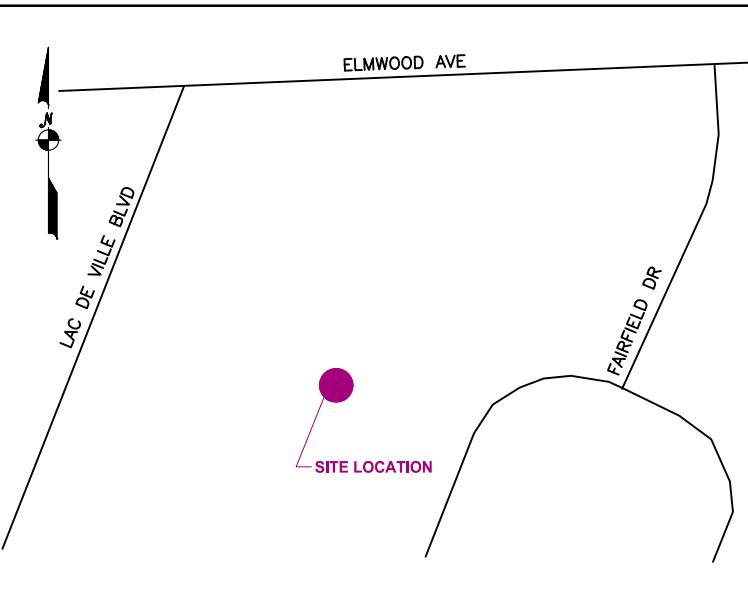
LEGEND



1941 ELMWOOD AVENUE,
BRIGHTON, NY 14620
MONROE COUNTY

VICINITY MAP

NOT TO SCALE



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	432115	9.92
TOWER COMPOUND	N/A	N/A
EXISTING TOWER LEASE	680	0.02
ADDITIONAL LAND	71.5	0.001
TOWER LEASE	751.5	0.02
ACCESS & UTILITY EASEMENT	23428	0.54

CONTENTS

COVER SHEET
PROPERTY OVERVIEW
ACCESS OVERVIEW
SITE OVERVIEW
SITE OVERVIEW DETAIL(INTERNAL USE)
LEGAL DESCRIPTIONS

SURVEY PROCEDURES & EQUIPMENT

THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS AS REQUIRED BY [STATE REQUIREMENTS FOR BOUNDARY SURVEYS].
INSTRUMENTS USED:

- TOPCON GT500
- CARLSON BR6

COORDINATES

For internal use

LABEL	LAT, LONG
MON 1 / POC	43°07'22.50", -77°35'08.70"

ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
ROW	RIGHT OF WAY

SURVEY PERFORMED FOR:



2000 Corporate Drive
Canonsburg, PA 15317

SURVEY COORDINATED BY:

GEOLINE SURVEYING, INC.
13430 NW 10th Terrace, Suite A, Alachua, FL 32615
Tele: (386) 418-0500 | Fax: (386) 462-9986

SURVEYOR'S CERTIFICATION:

I hereby certify to CCATT LLC, Crown Castle USA Inc., including its parents, subsidiaries and affiliated entities, and Ameristar Information Network, LLC.
SURVEYOR NAME: JONATHAN MURPHY

DRAWN BY: EMC | CHK BY: AMB | JOB NO.: 843085

SIGNATURE

06/22/2022

DATE

ZONING:

02

FLOOD NOTE:

THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PANEL NUMBER: 36055C0352G, EFFECTIVE DATE: 08/28/2008

BEARING BASIS:

NY GRID (WEST ZONE) NAD83

NOTES:

1. SURVEY PERFORMED ON 02/28/2022.
2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM [NAD83], WITH [NAVD88] VERTICAL DATUM. EPSG CODE 2262 (NAD83)
3. A SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. BURIED UTILITIES DEPICTED HEREON WERE DETECTED AND MARKED BY OTHERS USING INDIRECT METHODS. NO SUBSURFACE EXCAVATION WAS PERFORMED TO VERIFY THE TYPE AND LOCATION OF THE BURIED UTILITIES DEPICTED HEREON. IT IS POSSIBLE THAT OTHER UTILITIES SERVING THE SUBJECT TOWER SITE EXIST THAT WENT UNDETECTED AS A PART OF THIS SURVEY.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON.
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

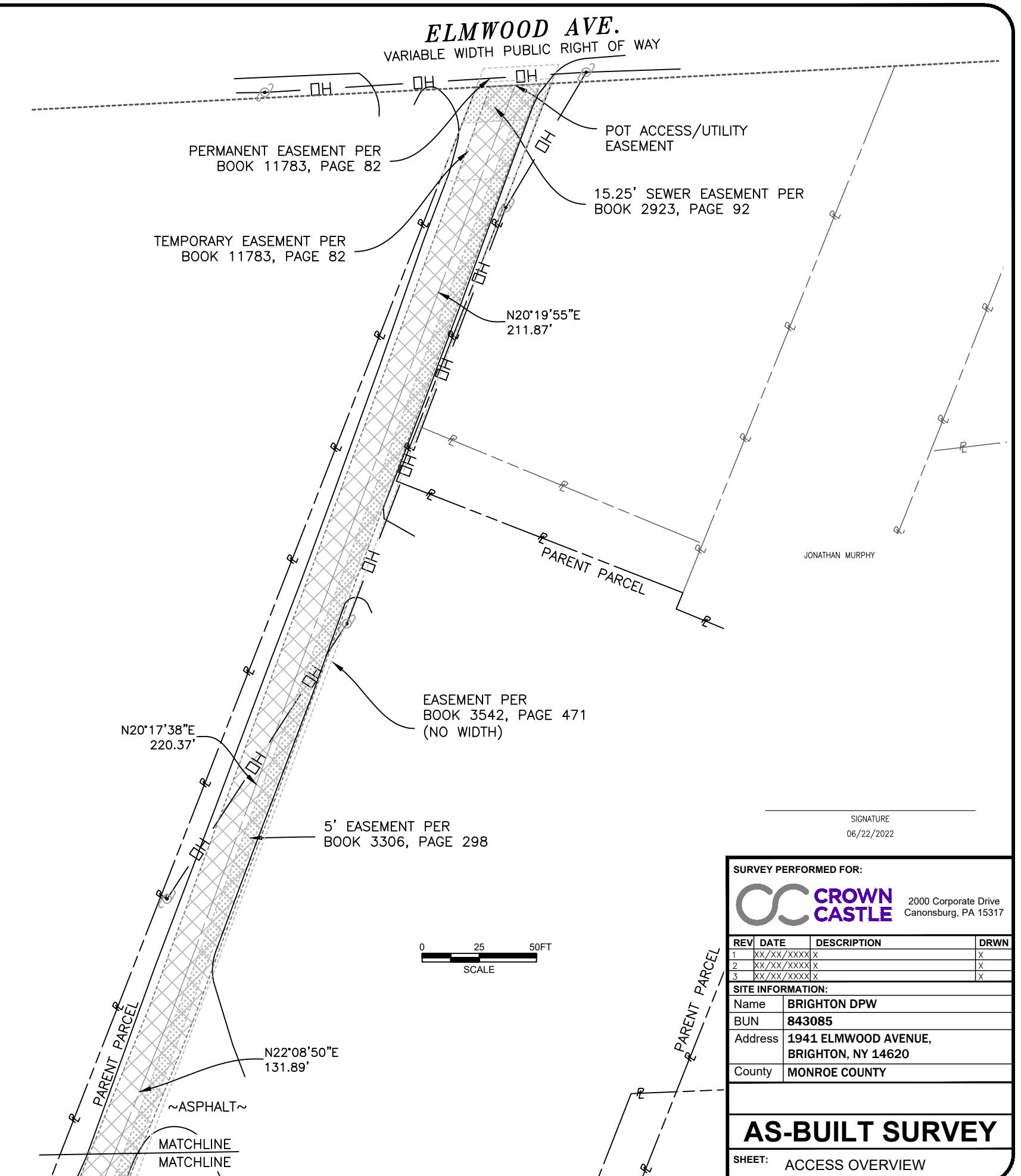
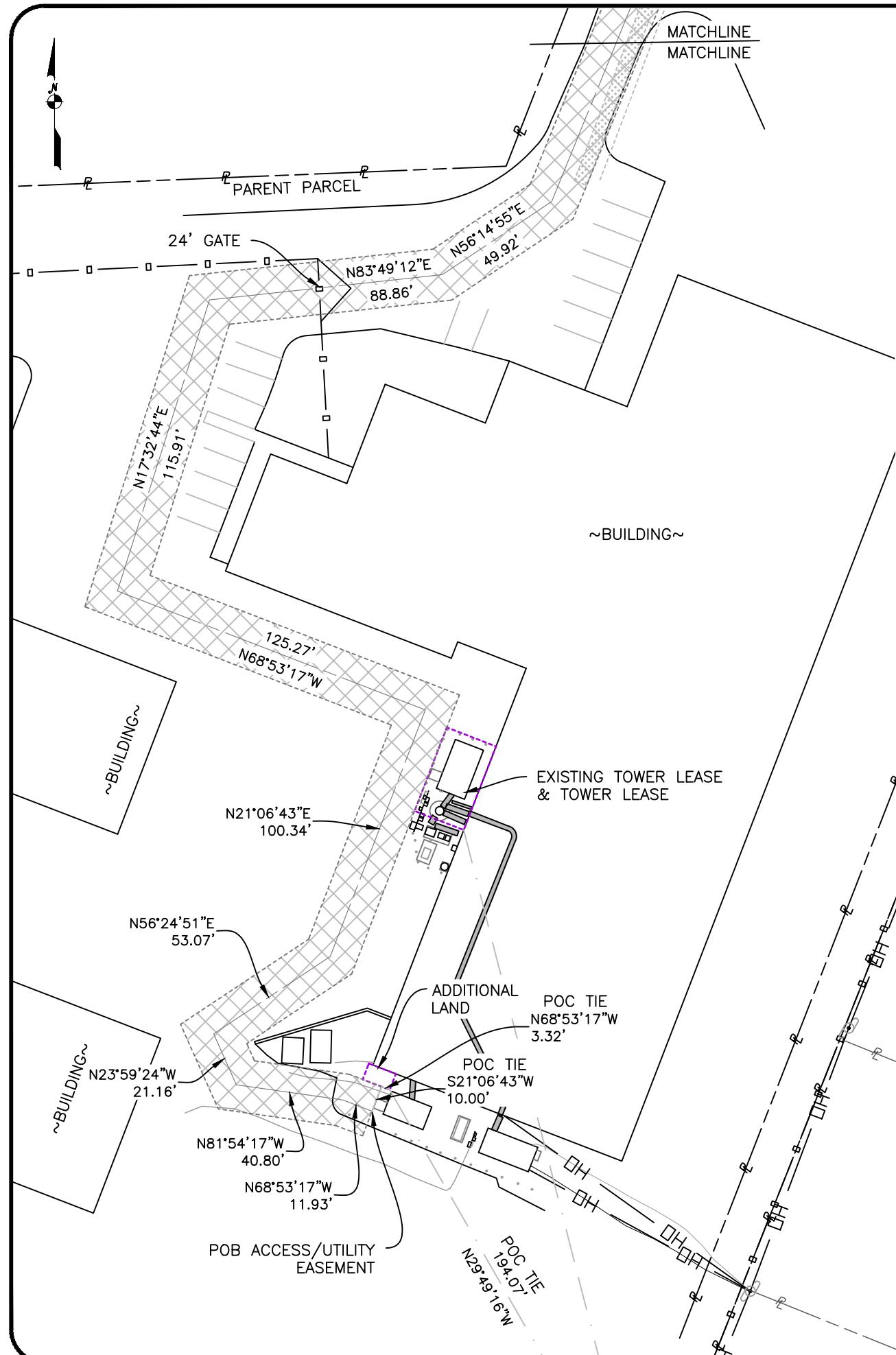
REV	DATE	DESCRIPTION	DRWN
1	XX/XX/XXXX	X	X
2	XX/XX/XXXX	X	X
3	XX/XX/XXXX	X	X

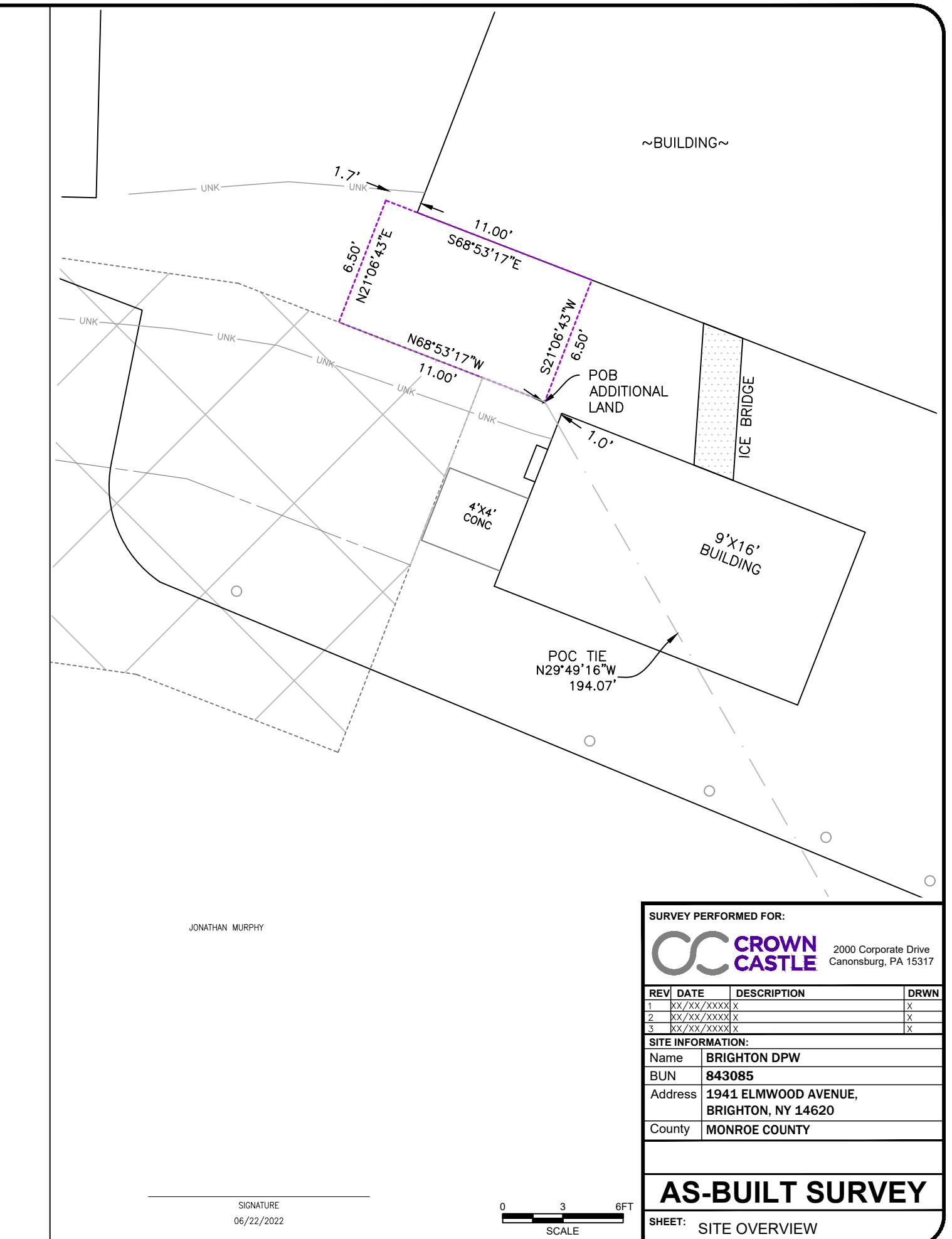
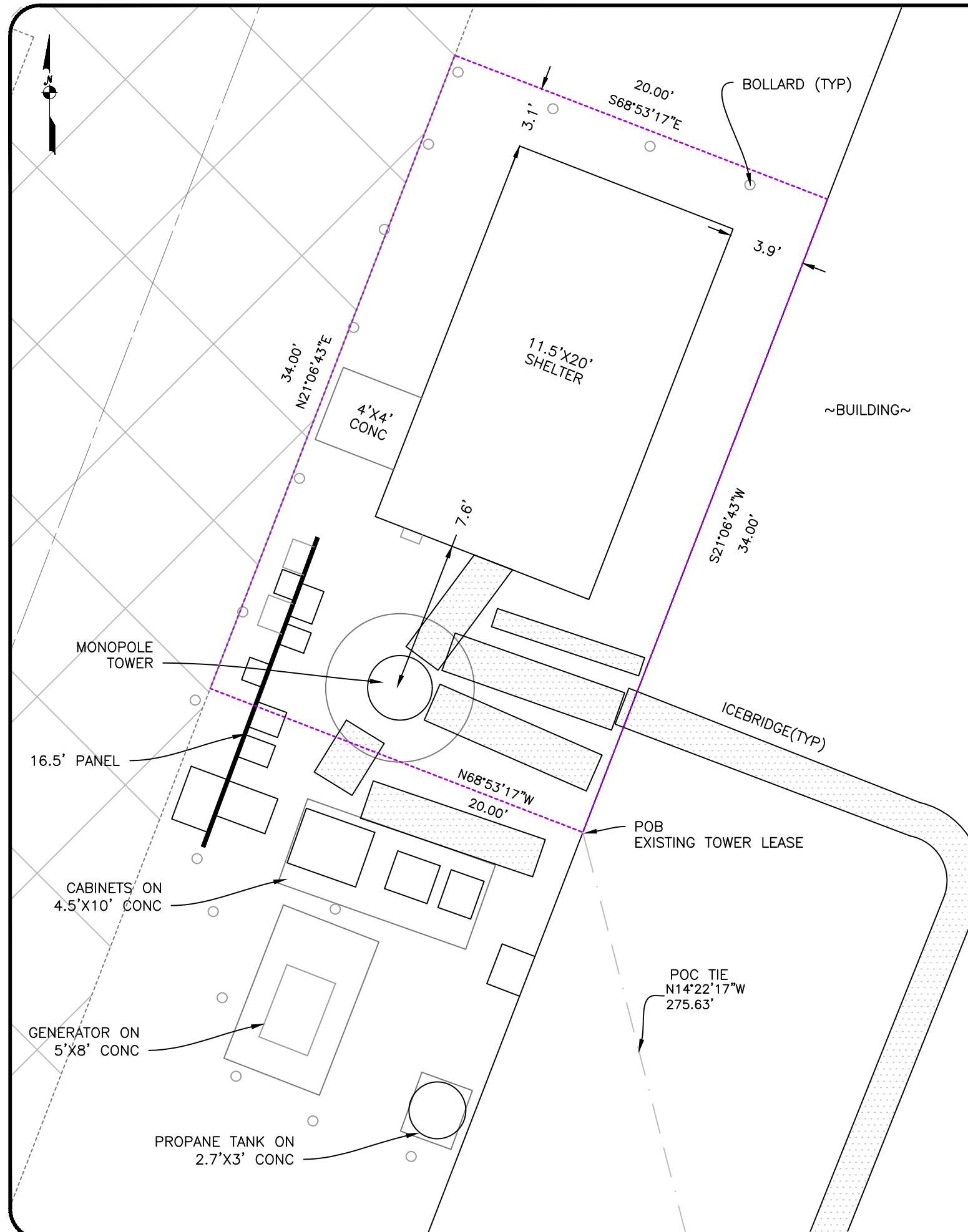
SITE INFORMATION:

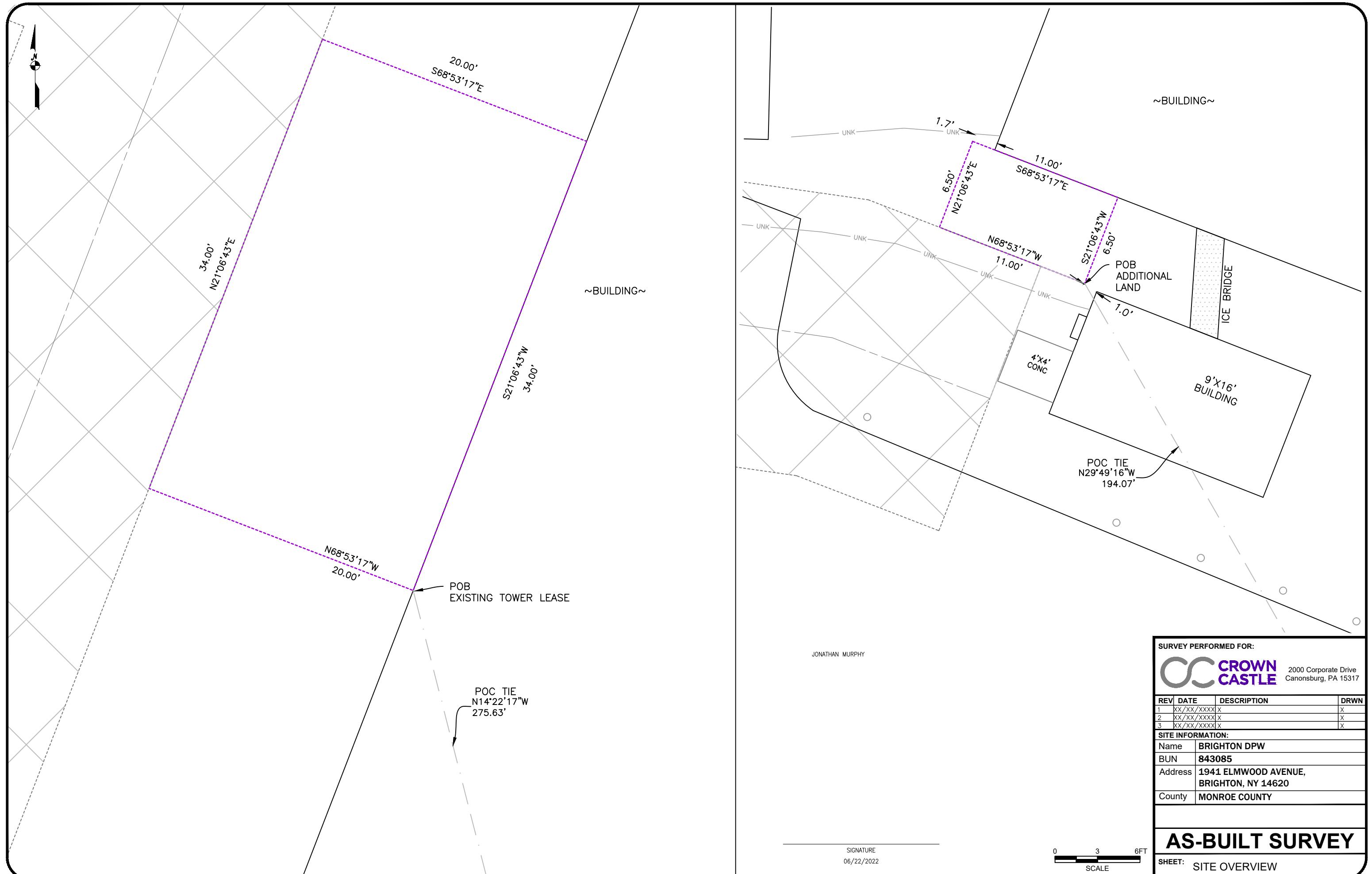
Name	BRIGHTON DPW
BUN	843085
Address	1941 ELMWOOD AVENUE, BRIGHTON, NY 14620
County	MONROE COUNTY

AS-BUILT SURVEY

SHEET: COVER SHEET







JONATHAN MURPHY

LEGAL DESCRIPTIONS
TO BE WRITTEN
UPON CLIENT ADVISEMENT.

SIGNATURE
06/22/2022

SURVEY PERFORMED FOR:			
 CROWN CASTLE 2000 Corporate Drive Canonsburg, PA 15317			
REV	DATE	DESCRIPTION	DRWN
1	XX/XX/XXXX	X	X
2	XX/XX/XXXX	X	X
3	XX/XX/XXXX	X	X
SITE INFORMATION:			
Name	BRIGHTON DPW		
BUN	843085		
Address	1941 ELMWOOD AVENUE, BRIGHTON, NY 14620		
County	MONROE COUNTY		
AS-BUILT SURVEY			
SHEET: LEGAL DESCRIPTION			