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REPLY TO:

Tarrytown office

May 3, 2022

**Via Overnight Mail**

Honorable Chairman Gry Reetz and  
Members of the Planning Board  
Village of Bronxville  
200 Pondfield Road  
Bronxville, New York 10708

Re: New York SMSA Limited Partnership d/b/a Verizon Wireless  
Modification to a Public Utility Wireless Telecommunications Facility located at  
Lawrence Hospital, 55 Palmer Avenue, Village of Bronxville, NY ("Property")

Dear Hon. Chairman Reetz and  
Members of the Planning Board:

We are the attorneys for New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") in connection with its existing public utility wireless telecommunications facility ("Facility") on the existing building known as Lawrence Hospital ("Existing Building") located at the Property. In order to enhance its service, Verizon Wireless seeks to modify its Facility by replacing antennas and ancillary equipment. In addition, Verizon Wireless requests a recertification of its special permit for another five (5) years, pursuant to section 310-42.A(5)(k) of Village of Bronxville Zoning code ("Code").

In furtherance of the foregoing, we respectfully submit the following materials:

1. A check in the amount of \$350.00 representing the required application fee;
2. A check in the amount of \$5000.00 representing the required escrow deposit;
3. Site Development Application;
4. Application for Wireless Communication Facility Renewal;
5. One (1) set of signed and sealed construction drawings prepared by Scherer Design Group; and

6. Memorandum in Support of Application with Exhibits.

Please note that Section 6409 of the Federal Middle Class Tax Relief and Job Creation Act of 2012 (“TRA”), states that a local government “may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.” Furthermore, the Federal Communications Commission adopted rules (“FCC Rules”) implementing Section 6409 of TRA. See Title 47 C.F.R Section 1.6100. Under the FCC Rules, if a wireless facility is an eligible facilities request, review is limited in scope and the facility must be approved within 60 days of the filing of the application. *The proposed antenna work at the Facility is an eligible facilities request pursuant to the TRA and FCC Rules since it involves the collocation/replacement of transmission equipment that does not constitute a “substantial change.”* Accordingly, Verizon Wireless’ application should be approved forthwith.

We thank you for your consideration and look forward to discussing this matter with the Planning Board at its next meeting. If you have any questions or require any additional documentation, please do not hesitate to contact me at (914) 333-0700.

Respectfully submitted,  
Snyder & Snyder, LLP

By:   
Michael P. Sheridan

Enclosure

MPS/ka

cc: Verizon Wireless

Z:\SSDATA\WPDATA\SS4\WP\NEWBANM\Joe Rollins\LTE Zoning Analyses\Mount Vernon 3 (Bronxville)\LS6 - 2021\Planning Board\PB Letter 2022.ms.doc



Current land use of site: (Residential; Commercial; Undeveloped) Hospital; wireless telecommunications facility

Current condition of site: (Building; Brush; ect.) Existing building with public utility wireless telecommunications facility and other improvements thereon

Estimated cost of proposed improvements: \$ \$50,000

Anticipated increase number of Residents; Shopper; Employees; ect. N/A

Describe proposed use, including primary, secondary uses; ground floor area; height; number of stories for each building. Attach additional 8 1/2" x 11" sheets if required.

-For residential buildings include number of dwelling units by size.

-For non-residential building include total floor area; sales areas; number of automobile and truck parking spaces.

-Other proposed structures (including shed; garages; ect.)

See Memorandum of Support enclosed herewith.

Applicant Ashley Cataldi on behalf of New York SMSA  
Owners Name: Limited Partnership d/b/a Verizon Wireless

Applicant Ashley Cataldi on behalf of New York SMSA  
Owners Signature: BY: Limited Partnership d/b/a Verizon Wireless

Signature:  Date: 3/14/22

PLANNING BOARD  
VILLAGE OF BRONXVILLE

-----X  
In the matter of the Application of

NEW YORK SMSA LIMITED PARTNERSHIP d/b/a  
VERIZON WIRELESS

Premises: Lawrence Hospital  
55 Palmer Avenue  
Section 2, Block 5, Lot 5

-----X

**MEMORANDUM IN SUPPORT OF  
SPECIAL USE PERMIT AND SITE PLAN APPROVAL FOR  
MODIFICATION TO WIRELESS TELECOMMUNICATIONS FACILITY**

**I. Introduction**

New York SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon Wireless”) respectfully submits this memorandum in support of its special use permit and site plan application to modify its existing wireless telecommunications facility (“Facility”) on the rooftop of the existing building (“Existing Building”) known as Lawrence Hospital, located at 55 Palmer Avenue, Bronxville, New York (“Property”). The proposed modification (“Modification”) consists of the installation of six antennas on existing mounts and ancillary equipment on the rooftop. The Modification is necessary for Verizon Wireless to provide enhanced wireless services to the area. Verizon Wireless also respectfully requests a recertification of its existing special use permit for the Facility for an additional five (5) years. A detailed site plan (“Site Plan”) prepared by Scherer Design Group (“SDG”) is submitted herewith.

Pursuant to Sections 310-42(A)(3) & (4) of the Village of Bronxville Zoning Code (“Zoning Code”), any modification to a wireless telecommunications facility is permitted on the Property by special use permit from the Village of Bronxville Planning Board. In addition, pursuant to Section 310-35(A) of the Zoning Code, site plan approval from the Planning Board is also required.

The Property is known as Section 2, Block 5, Lot 5 on the Village of Bronxville Tax Map and is located in the non-residential zoning district known as the B-A (Central Business A) Zoning District. By allowing Verizon Wireless to proceed with the Modification, the Village will be acting in accordance with law and enable Verizon Wireless’ users, including residents, businesses and emergency service personnel, to have the latest wireless technology for high speed wireless data services.

## **II. Public Utility Status**

Under the laws of the State of New York, Verizon Wireless qualifies as a public utility. See Cellular One v. Rosenberg, 82 NY2d 364 (1993) (hereinafter referred to as “Rosenberg”), Cellular One v. Meyer, 607 NYS 2d 81 (2nd Dept. 1994) and Sprint Spectrum, L.P. v. Town of West Seneca, (Index No. 1996/9106 Feb 25, 1997, Sup. Ct. Erie County). In Rosenberg, the Court of Appeals, New York’s highest court, held that federally licensed wireless carriers (such as Verizon Wireless) provide an essential public service and are public utilities in the State of New York. Public utilities should be accorded favored treatment in zoning matters.

Verizon Wireless’ status as a public utility is underscored by the fact that its services are an important part of the national telecommunications infrastructure and will be offered to all persons that require advanced digital wireless communications services, including local businesses, public safety entities, and the general public.

Please note that Section 6409 of the Federal Middle Class Tax Relief and Job Creation Act of 2012 (“TRA”), states that a local government “may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.” Furthermore, the Federal Communications Commission adopted rules (“FCC Rules”) implementing Section 6409 of TRA. See Title 47 C.F.R Section 1.6100. Under the FCC Rules, if a wireless facility is an eligible facilities request, review is limited in scope and the facility must be approved within 60 days of the filing the application. *The proposed antenna work at the Facility is an eligible facilities request pursuant to the TRA and FCC Rules since it involves the collocation/replacement of transmission equipment that does not constitute a “substantial change.”* Accordingly, Verizon Wireless’ application should be approved forthwith.

## **III. The Modification Meets the Standards for a Special Use Permit**

The instant application is for a special use permit. A special use permit is permitted as of right when the applicant has demonstrated compliance with the applicable standards. See Matter of North Shore Steak House v. Board of Appeals of Inc. Vil. of Thomaston, 30 NY2d 238, 331 NYS 2d 645 (1972). It is respectfully submitted that the Modification to the Facility conforms to the requirements of Sections 310-39 and 310-42(A)(5) of the Zoning Code and Section 7-725-b of New York State Village Law for the following reasons:

- A. Attestation §310-42(A)(5)(a)[1]: Attached hereto as Exhibit 1 is an attestation, signed by an authorized representative of Verizon Wireless with knowledge of the contents and representations made herein, and attesting to the truth and completeness of the information contained herein.
- B. Safety §310-42(A)(5)(a)[3][a]: Verizon Wireless will continue to maintain the Facility, as updated by the Modification, in a safe manner, and in compliance with all legal and enforceable conditions of the special permit, without exception, unless

specifically granted relief by the Village, as well as all legal, enforceable, applicable and permissible local codes, ordinances, and regulations, including any and all applicable County, State and Federal laws, rules and regulations.

- C. Construction §310-42(A)(5)(a)[3][b]: The Modification to the Facility is legally permissible, and Verizon Wireless is authorized to do business in the State of New York.
- D. Lease Agreement §310-42(A)(5)(a)[4]: A copy of Verizon Wireless' lease agreement with the owner of the Property is attached hereto as Exhibit 2.
- E. Documentation of Need §310-42(A)(5)(a)[5][a]: Attached hereto as Exhibit 3 is the affidavit ("RF Affidavit") of Verizon Wireless' radio frequency engineer, which demonstrates the need for the Modification to the Facility. As detailed in the RF Affidavit, the Modification will allow Verizon Wireless to utilize its latest technology. The Modification will enable users in and around the Property to wirelessly transmit and receive high speed data.
- F. Person Preparing Report §310-42(A)(5)(a)[5][b]:

Site Plan:

Colleen Connelly  
Scherer Design Group  
53 Frontage Road, Suite 260  
Hampton, NJ 08827  
(908) 323-2513

Radio Frequency Affidavit:

Ali Aljibori  
Radio Frequency Engineer  
New York SMSA Limited Partnership d/b/a Verizon Wireless  
4 Centerock Road  
West Nyack, NY 10994  
(917) 693-9999

Radio Frequency-Electromagnetic Energy (RF-EME) Jurisdictional Report:

Andrew Simpson  
EBI Consulting  
6876 Susquehanna Trail South  
York, PA 17403  
(717) 606-2645

G. Property Owner, Operator and Applicant §310-42(A)(5)(a)[5][c]:

Owner:

Lawrence Hospital Center  
55 Palmer Avenue  
Bronxville, NY 10708  
914-787-1000

Operator/Applicant:

New York SMSA Limited Partnership d/b/a Verizon Wireless  
4 Centerock Road  
West Nyack, NY 10994  
914-714-7371  
Verizon Wireless is a New York Limited Partnership

H. Postal Address and Tax Map Parcel Number of the Property §310-42(A)(5)(a)[5][d]:

55 Palmer Avenue  
Bronxville, NY 10708  
Section 2, Block 5, Lot 5

I. Zoning District §§310-42(A)(5)(a)[5][e]: The Property is located in the BA (Central Business A) Zoning District.

J. Location, Size, and Height of Antennas §310-42(A)(5)(a)[5][f]: The location, size and height of the antennas and all appurtenant structures are shown on the Site Plan. The antennas will be located at the same height and are similar in size as the existing antennas and will be located on existing mounts. Therefore, the Modification will not have any adverse visual impact to the area. See sheet C-1 of the Site Plan.

K. Landscape and Fencing §310-42(A)(5)(a)[5][g]: Since the Modification to the Facility is located entirely on the rooftop of the Existing Building, no landscaping or fencing is proposed. Notwithstanding, Verizon Wireless' antennas will be located on existing mounts on the roof and will be the same height as the existing antennas.

L. Design of Antennas §310-42(A)(5)(a)[5][h]: The number, type and design of the replacement antennas are indicated on the Site Plan and the RF Affidavit, which is attached hereto as Exhibit 3. Specifically, Verizon Wireless proposes to install six (6) small panel antennas on existing mounts and install ancillary equipment. Kindly note that the antenna models are subject to change depending on availability of antennas, maintenance requirements and other required changes.



- M. Manufacturer §310-42(A)(5)(a)[5][i]: The make, model and manufacturer of the antennas are attached to the RF Affidavit, which is attached hereto as Exhibit 3. As noted above, the antennas are subject to change depending on availability of antennas, maintenance requirements and other required changes.
- N. Description of Modification to the Facility §310-42(A)(5)(a)[5][j]: As noted above, the Modification to the Facility consists of Verizon Wireless installing six (6) antennas on existing mounts and installing ancillary equipment. As shown on the Site Plan, the antennas will be located on existing mounts and will be mounted at the same elevation as the existing antennas.
- O. Frequency of Facility §310-42(A)(5)(a)[5][k]: For the frequency, modulation and class of service with respect to the Modification, please see the RF Affidavit attached hereto as Exhibit 3.
- P. Transmission and Maximum Effective Radiated Power §310-42(A)(5)(a)[5][l]: For the transmission and maximum effective radiated power of Verizon Wireless' replacement antennas, please see the Radio Frequency-Electromagnetic Energy (RF-EME) Jurisdictional Report, prepared by EBI Consulting ("RF Compliance Report"), which is attached hereto as Exhibit 4.
- Q. Direction of Lobes §310-42(A)(5)(a)[5][m]: The direction of the maximum lobes and associated radiation of Verizon Wireless' replacement antennas are indicated on the RF Affidavit attached hereto as Exhibit 3.
- R. NIER Levels §310-42(A)(5)(a)[5][n]: Certification that the Facility, as modified, will meet the applicable FCC standards for NIER levels is set forth in the RF Compliance Report, attached hereto as Exhibit 4.
- S. Interference §310-42(A)(5)(a)[5][o]: The issue of radio frequency interference is pre-empted from local consideration as a matter of federal law. See Freeman v. Burlington Broadcasters, Inc. et. al., 2000 WL 204526 (2<sup>nd</sup> Cir. (Vt.)). Although the issue of interference is preempted by federal law, kindly note that Verizon Wireless operates pursuant to licenses issued by the FCC for its operations.
- T. FCC License §310-42(A)(5)(a)[5][p]: A copy of Verizon Wireless' FCC licenses are attached hereto as Exhibit 5.
- U. Structural Certification §310-42(A)(5)(a)[6]: The Modification to the Facility will be designed and constructed in accordance with applicable structural standards. See Structural Capacity Verification letter, signed and sealed by SDG, attached hereto as Exhibit 6.
- V. Grounding §310-42(A)(5)(a)[7]: As indicated on Sheet Z-1 of the enclosed Site Plan, the Modification to the Facility will be installed in accordance with applicable codes, rules and regulations, which includes grounding requirements.

- W. EAF §310-42(A)(5)(a)[8]: It is respectfully submitted that the proposed project is a Type II action under the New York State Environmental Quality Review Act and determined not to have a significant impact on the environment. (6 NYCRR 617.59(c)(1),(2),(9) and/or (26).
- X. Visual Impact Assessment §310-42(A)(5)(a)[9]: Since the Modification is to an existing Facility with antennas installed on existing mounts and related equipment, it is respectfully submitted that no visual simulations should be required. Therefore, it is respectfully requested that pursuant to Section 310-40(C), this Honorable Board waive the requirement of Section 310-42(A)(5)(a)[9], as such requirement is unnecessary and such waiver will not be detrimental to the public, health, safety or general welfare.
- Y. Location of Facility §310-42(A)(5)(c)[1], [2] & [4]: The Modification to the Facility is being proposed on the Existing Building known as Lawrence Hospital. The Facility, with the Modification, is co-located on the Existing Building with other carriers in accordance with Section 310-42(A)(5)(c)[1] of the Zoning Code. In addition, the Facility, with the Modification, is located within a Central Business A zoning district, which is the highest priority location in accordance with Section 310-42(A)(5)(c)[1] of the Zoning Code.
- Z. Height §310-42(A)(5)(c)[3]: The antennas will be the same height as the existing antennas that are currently a part of the Facility and are proposed at the minimum height necessary to enhance Verizon Wireless' voice and data services and to remedy a gap in Verizon Wireless' reliable wireless data transmission service in the vicinity of the Property. See RF Affidavit attached hereto as Exhibit 3.
- AA. Accessory Structure §310-42(A)(5)(d): There is no additional accessory structure proposed.
- BB. Security §310-42(A)(5)(e): The Facility, with the Modification, will continue to be located on the roof of the Existing Building and will therefore be inaccessible to the general public. The Facility will be accessible only by authorized personnel.
- CC. Utilities §310-42(A)(5)(f): No additional utilities are required by the Modification. All existing utilities installed in connection with the Facility were installed in compliance with all applicable laws, including the National Electrical Safety Code and the National Electrical Code, where appropriate.
- DD. Pre-application Meeting §310-42(A)(5)(g): To the extent a pre-application meeting is required, kindly schedule same.
- EE. Lighting §310-42(A)(5)(h): No lighting is proposed in connection with the Modification to the Facility.

- FF. Signage §310-42(A)(5)(i): No commercial or retail signage is proposed in connection with the Modification to the Facility.
- GG. Planning Board Determination §310-42(A)(5)(t): In accordance with Section 310-42(A)(5)(t) of the Zoning Code, the Modification to the Facility complies with the following requirements:
- [1] Verizon Wireless is duly authorized to provide wireless telecommunications services in the area in which the Village is located as evidenced by its FCC license attached hereto as Exhibit 5.
  - [2] The Modification is necessary for Verizon Wireless to be able to utilize updated technology to enhance its wireless service to its users, including hospital and emergency service personnel, police, and fire. See RF Affidavit attached hereto as Exhibit 3.
  - [3] The Modification to the Facility obviates a need for an additional facility in the vicinity of the Property.
  - [4] The Facility, as updated by the Modification, will conform with the applicable regulations promulgated by the FCC pertaining to radio frequency emission. See RF Compliance Report attached hereto as Exhibit 4.
  - [5] All antennas and ancillary equipment will be located in the same location as the existing antennas so as to minimize its visibility from surrounding public streets and adjacent properties.
  - [6] The Modification obviates the need for an additional facility in the vicinity of the Property and such Modification is the least obtrusive means of providing the enhanced coverage.
  - [7] The design and finish of the Modification minimizes its visual impact since the antennas will be in the same location as the existing antennas.
  - [8] The Modification is designed and will be constructed, maintained and operated in a manner that ensures the security of the Facility, since the Facility is located on the roof of the Existing Building and the equipment is locked and accessible only by authorized personnel.
  - [9] The Modification will comply with all of the standards set forth in Section 310-42(A) of the Zoning Code.

In addition, the following factors are offered for consideration in accordance with Section 310-39 of the Zoning Code:

A. Compatibility with District (§310-39(A)): The location and size of the proposal, the nature and intensity of operations involved in and conducted in connection with the proposal, the size of the site in relation to the proposal, the assembly of persons in connection with the proposal and the location of the site with respect to streets giving access thereto are such that the Modification to Facility is in harmony with the appropriate and orderly development of the district in which said Facility is located for the following reasons. **First**, the Modification is specifically authorized as a permitted use, by special permit in accordance with the Zoning Law. **Second**, the Modification is on the rooftop of the hospital which is located in a non-residential zone, and the highest priority location for such wireless facilities under Section 310-42 of the Zoning Code. **Third**, the Modification will have no adverse visual impact since the antennas and ancillary equipment will be located on existing mounts. **Fourth**, the Modification complies with all applicable setbacks. **Fifth**, the Modification requires no retail or commercial signage. **Sixth**, the Modification will comply with all applicable laws and standards and will not adversely affect the public health, safety or the general welfare. **Seventh**, the Modification does not require any outdoor storage and will not create any noise above ambient noise levels. **Eighth**, the Modification will have no impact on pedestrian or vehicular traffic, since the Facility, as modified, will remain unmanned requiring infrequent maintenance visits of approximately once per month. Therefore, the Modification is not obtrusive, or otherwise disruptive to its neighbors.

B. Compatibility with Comprehensive Plan (§310-39(B)): The proposed Modification to the Facility on the Existing Building is compatible with the goals and objectives of the Village of Bronxville's Comprehensive Plan since the Modification will improve wireless service, which is consistent with the health, safety and welfare of the community.

C. Services (§310-39(C)): The Modification will be readily accessible for fire and police protection via existing access to the Property from Palmer Avenue.

D. Adjacent Properties (§310-39(D)): The location, nature and height of the proposal is such that the Modification will not hinder or discourage the appropriate development and use of adjacent land and buildings for the following reasons. The Modification is to an existing Facility located entirely on the roof of the Existing Building, which is located in a non-residential Central Business district. Moreover, due to its design and location, the Modification will not be readily visible from view. Furthermore, the Modification requires no retail or commercial signage or lighting. Finally, the Modification will not have any impact on pedestrian or vehicular traffic, since the use is unmanned requiring infrequent maintenance visits of approximately once per month. Therefore, the appropriate development and use of adjacent land and buildings will not be hindered or discouraged.

E. Nuisance (§310-39(E)): Operations in connection with the Modification will not be offensive, dangerous, or destructive of basic environmental characteristics or detrimental to the public interest of the Village and will not be more objectionable to nearby properties by reason of noise, fumes, vibration, flashing of or glare from lights and similar nuisance conditions than would be the operation of any permitted use not requiring a special

permit. The Modification does not generate solid waste, waste water or sewage, does not produce any smoke, gas, heat, odor, noise above ambient levels, dust, fumes, vibrations or flashing or glare from lighting, and does not attract insects, vermin or vectors. In addition, the Facility, as modified, is unmanned and does not require water supply or waste disposal. Moreover, no commercial or retail signage is required, and no traffic impact will result from the Modification to the Facility.

F. Neighborhood Character and Property Values (§310-39(F)): The design of the Modification will be in harmony with the character of the neighborhood, will have no impact on property values, and will not adversely affect the potential of adjacent properties from being put to their highest and best use. As noted above, the Modification will be located on the rooftop of an *existing* building as part of an *existing* Facility, in a non-residential district and will not be readily visible from view, resulting in no adverse visual impact.

Indeed, the Modification to the Facility will also serve the neighborhood and benefit the entire community by offering enhanced essential wireless telecommunications services to the area, including high speed wireless data transmission which is particularly well suited for responding to accidents, natural disasters, and for reporting medical emergencies and other dangers.

G. Traffic (§310-39(G)): The proposal will have no impact on pedestrian or vehicular traffic, since the Facility with the Modification, will remain unmanned requiring infrequent maintenance visits of approximately once per month. Therefore, the Modification to the Facility will not cause undue traffic congestion or create a traffic hazard.

H. Parking (§310-39(H)): Due to the infrequency of the maintenance visits required by the Facility, it is respectfully submitted that existing parking facilities will be adequate for the Modification.

I. Conformity with Zoning Regulations (§310-39(I)): It is respectfully submitted that this proposal conforms in all respects to the regulations of the Village of Bronxville Zoning Code and particularly to the requirements of Section 310-42(A).

Based on the foregoing, it is respectfully submitted that Verizon Wireless has complied with the requirements for the grant of special use permit approval.

## **V. The Proposed Modification Meets the Site Plan Standards**

In reviewing the site plan requirements of the proposal, the following factors are offered for consideration in accordance with the Zoning Code, including, without limitation, Section 310-30(A) thereof:

A. Landscape and Environment (§310-30(A)(1)): It is respectfully submitted that due to the design and placement of the Modification to the Facility on the roof of the Existing Building, the proposal will not contribute to the degradation of unique or irreplaceable land

types and will have no effect on the water flow of aquifers or other ground water courses and wetlands. The proposal will also have no effect on desirable land characteristics or significant geological or topographical features. The installation and maintenance of the Modification to the Facility will not destroy any trees. The proposal will not affect any historical, archaeological or landmark areas or structures, nor will it affect any animal or plant life processes. Therefore, the proposal will not unnecessarily destroy or blight the Village's landscape or achieved man-made environment.

B. Relationship of Structures and Open Spaces (§310-30(A)(2)): As noted above, the Modification has been strategically designed and placed so that the installation of antennas will use existing mounts. Therefore, the relationship of building design and exterior architectural features to the pedestrian will be unaffected. Finally, the proposal poses no likelihood of nuisances since the Modification is unmanned and does not generate traffic, solid waste, waste water or sewage, nor produce any smoke, gas, heat, odor, dust, fumes, or lighting. Therefore, the Facility, as modified, has been designed to relate harmoniously to the terrain and landscape, and to the existing buildings.

C. Circulation and Parking (§310-30(A)(3)): The existing parking facilities will be adequate for the Modification, and said maintenance visits of approximately once per month will have no discernible effect on surrounding streets, intersections, and off-site parking.

D. Protection of Neighbors (§310-30(A)(4)): The proposal will have no effect on surface water drainage, sound and sight buffers, or light and air. As noted above, the Modification is unmanned and does not generate solid waste, waste water or sewage, nor produce any odors, air-pollution, noise above ambient levels or lighting.

E. Compliance with Other Laws and Regulations (§310-30(A)(5)): It is respectfully submitted that the proposal will comply with the Village's Comprehensive Plan, the requirements of the Zoning Code, and the New York State Uniform Fire Prevention and Building Code, as well as all applicable utility standards and regulations, environmental protection laws, pollution and noise control standards, and flood plain regulations.

Where, as in the instant case, a planning board is considering an application by a public utility, there is a relaxed standard for zoning approvals, including special permit and site plan applications. Indeed, in Rosenberg, the Court found that "where the intrusion or burden on the community is minimal, the showing required by the utility shall be correspondingly reduced." Rosenberg at 372. The Court also made clear that a board may not exclude a utility from a community where the utility has shown a need for its facilities. Id.

Based on the foregoing, it is respectfully submitted that Verizon Wireless has complied with the requirements for the grant of a special permit and site plan approval.

### Conclusion

By granting the special use permit and site plan approval for the Modification, the Planning Board will permit Verizon Wireless to provide enhanced wireless services to the area so that its users, including public service entities, residents and businesses, will be able to transmit and receive high speed wireless data transmission. Any potential impact on the community created by the approval will be minimal and of no significant adverse effect.

Moreover, as noted above, Section 6409 of the TRA provides that a local government “may not deny, and shall approve” an application for “collocation of new transmission equipment” or “replacement of transmission equipment” on an existing wireless tower or base station that does not “substantially change the physical dimensions of such tower or base station.”

**WHEREFORE**, for all of the foregoing reasons, Verizon Wireless respectfully requests that this Honorable Board issue a negative declaration pursuant to the New York State Environmental Quality Review Act and grant the requested special use permit and site plan approval for the Modification and recertify the existing special use permit for the Facility for another five (5) years.

Dated: April 29, 2022  
Tarrytown, New York

Respectfully submitted,  
Michael P. Sheridan  
SNYDER & SNYDER, LLP  
94 White Plains Road  
Tarrytown, NY 10591

**EXHIBIT 1**  
**Attestation**



ATTESTATION

On behalf of the applicant, New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), I hereby state that I am familiar with the contents and representations made in the special use permit and site plan application submitted by Verizon Wireless for a wireless telecommunications facility at 55 Palmer Avenue, Bronxville, New York; that I authorized the preparation of the documentation consisting said application; and I hereby attest, to the best of my knowledge, to the truth and completeness of the information contained therein.

Respectfully submitted,

New York SMSA Limited Partnership d/b/a  
Verizon Wireless

By: Ashley Cataldi  
Ashley Cataldi  
RE/Regulatory Specialist

Sworn to before me this  
3<sup>rd</sup> day of May, 2022

[Signature]  
Notary Public



**EXHIBIT 2**  
**Lease Agreement**

Site Name: Mount Vernon 3  
Project Code: 01011250461

### LEASE AGREEMENT

This Agreement, made this 16 day of April, 2003, between LAWRENCE HOSPITAL CENTER (f/k/a Lawrence Hospital), with an office located at 55 Palmer Avenue, Bronxville, New York 10708, hereinafter designated LESSOR, and NEW YORK SMSA LIMITED PARTNERSHIP, d/b/a Verizon Wireless, a New York limited partnership, with its principal offices at Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

### WITNESSETH

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

1. **PREMISES.** LESSOR is the owner of the property located at 55 Palmer Avenue, Bronxville, New York, and shown on the tax map of the Village of Bronxville as Section 2, Block 5, Lot 5 and the building (the "Building") and improvements thereon (hereinafter collectively referred to as the "Property"). LESSOR hereby leases to LESSEE and LESSEE hereby hires from LESSOR approximately 400 square feet of that certain space on the roof of the Building, which space is shown on Exhibit "A" attached hereto and made a part hereof ("Equipment Space"), that area on the roof of the Building, which roof space is generally depicted on Exhibit "B" attached hereto and made a part hereof ("Roof Space"), and that area ("Connection Space") where LESSEE's conduit, wires, cables, cable trays and other necessary connections (hereinafter collectively referred to as "Connections") as generally shown on Exhibit "A" are located to operate LESSEE's equipment in the Equipment Space and antennas on the Roof Space. LESSOR agrees that LESSEE shall have the right to install antennas on the Roof Space (including, without limitation, two (2) microwave dish antennas), equipment, cabinets and shelter in the Equipment Space, Connections in the Connection Space to operate LESSEE's equipment in the Equipment Space and antennas on the Roof Space and other ancillary improvements related to LESSEE Facilities (as hereinafter defined) in the Premises (as hereinafter defined). (Such antennas, equipment, cabinets, shelter, Connections and any other LESSEE improvements are hereinafter collectively, the "LESSEE Facilities"). LESSOR agrees that LESSEE shall have access ("Access") to the Property twenty-four (24) hours per day, seven (7) days per week during continuation of this Lease and any extensions thereof, for the purpose of installing, maintaining and operating LESSEE Facilities, upon twenty-four (24) hours telephonic notice to LESSOR at (914) 787-3286, except in the event of an emergency or any time LESSEE's installation is not operational, in which case, LESSOR shall provide Access within one (1) hour of such notice through its security personnel at the Property. The Equipment Space, Roof Space and Connection Space are hereinafter referred to collectively as the "Premises".

LESSOR also grants to the LESSEE the right to install in the Premises telephone, electrical, air conditioning, sprinkler, alarming and other systems, including a generator, as may be, in the LESSEE's sole but reasonable discretion, necessary or desirable to operate and maintain the LESSEE Facilities, subject to LESSOR's prior written approval of the Plans as set forth in Section 5 herein. LESSEE shall pay the cost of installing and maintaining the foregoing improvements and systems and the cost of LESSEE's on-going usage of the foregoing services. In the event that LESSEE's power requirements exceed the Property's

existing capacity or power distribution, LESSEE may, at its option, (i) terminate this Lease prior to LESSEE's installation at the Premises or (ii) at LESSEE's expense, increase the capacity of such system to meet LESSEE's needs, subject to LESSEE obtaining LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. In connection with the installation, maintenance and operation of the antennas on the Roof Space and LESSEE's equipment in the Equipment Space, LESSOR grants LESSEE access to electric power and telephone lines, together with any other necessary connecting appurtenances. LESSEE shall have the right to draw electricity (200 amp service) and other utilities from the existing utilities on the Property or to obtain separate utility service from any utility company that will provide service to the Premises. Subject to LESSOR's approval of the location, which approval shall not be unreasonably withheld or delayed, LESSEE shall have the right to place utilities on (or to bring utilities across) the Property in order to service the Premises at no expense to LESSOR. Any easement that may be necessary for such utilities shall be at a location reasonably acceptable to LESSOR and the servicing utility company. LESSEE shall reimburse LESSOR, within thirty (30) days after demand therefor, which shall include supporting documentation, for any legal or other reasonable expenses, but not to exceed Five Hundred Dollars (\$500.00), that LESSOR may incur in the creation of any easements. LESSEE will pay for all utilities used by it at the Premises. LESSOR will cooperate with LESSEE, at no expense to LESSOR, in LESSEE's efforts to obtain utilities from any location provided by LESSOR or the servicing utility.

2. TERM: ELECTRICAL This Agreement shall be effective as of the date first above written (the "Effective Date"); provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments for the first (1<sup>st</sup>) year of the initial term will be due at an annual rental of [REDACTED]. Rental payments for the second (2<sup>nd</sup>) year of the initial term will be due in an annual rental of [REDACTED]. Rental payments for the third (3<sup>rd</sup>) year of the initial term will be due in an annual rental of [REDACTED]. Rental payments for the fourth (4<sup>th</sup>) year of the initial term will be due in an annual rental of [REDACTED]. Rental payments for the fifth (5<sup>th</sup>) year of the initial term will be due in an annual rental of [REDACTED].

All rental due under this Agreement shall be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at the address written above or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by all parties or the first (1st) day of the month following the date LESSEE is granted a building permit, certificate, license and any other approvals that are necessary or desirable for the installation and operation of the antennas and equipment for LESSEE's use of the Premises in accordance with the provisions herein by the governmental agency charged with issuing such approvals, whichever event occurs last; provided, however, in no event shall the Commencement Date be later than twelve (12) months from the date of this Agreement unless (i) LESSOR fails to execute a building permit application or approve the Plans within twenty (20) business days after receipt of same or (ii) LESSEE fails to receive a building permit for LESSEE's installation at the Premises due to the Building's condition or (iii) LESSEE is unable to obtain the Governmental Approvals (as hereinafter defined) for its installation at the Premises due to governmental action or inaction (including, without limitation, any moratorium). In the event that any of (i), (ii) or (iii) above occurs, then the Commencement Date shall be extended for each day of delay, but in no event shall the Commencement Date be extended beyond the date which is twenty-four (24) months from the date of this Agreement. LESSEE shall notify LESSOR of the Commencement Date, and provide satisfactory evidence thereof in the form of a building permit.

If permitted by the local utility company servicing the Property, LESSEE shall furnish and install, at its sole expense, its own direct meter for electricity. Otherwise, LESSEE shall install, at its sole expense, an electrical submeter at the Property for the measurement of electrical power used by LESSEE's installation. LESSEE will pay LESSOR for its own power consumption used at the rates charged to LESSOR by the public utility companies within thirty (30) days after receipt of an invoice and supporting documentation from LESSOR indicating the actual usage amount and rates.

3. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term. LESSEE understands that the renewals are automatic unless LESSEE notifies LESSOR otherwise as noted above and waives any rights to contest such automatic extension that LESSEE may have under Section 5-905 of the General Obligations Law of the State of New York.

4. EXTENSION RENTALS. The annual rental for each year of any extension term shall be equal to [REDACTED] of the annual rental payable during the immediately preceding Lease year.

5. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the limited purpose of the transmission and reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities and uses incidental thereto in accordance with the terms hereof. LESSOR agrees, at no expense to LESSOR, to cooperate with LESSEE in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for LESSEE's intended use of the Premises. LESSEE shall maintain any and all licenses, permits, and approvals necessary for the LESSEE Facilities at LESSEE's sole expense. All improvements shall be at LESSEE's expense and the installation of all improvements in the Premises shall be at the discretion and option of the LESSEE within the Premises, subject to LESSOR's prior written approval of the Plans as set forth in this Section 5. LESSEE shall have the right to alter, improve, change, replace, remove, withdraw, supplement, extend and make substitutions for LESSEE's antennas, equipment and other facilities in accordance with, and subject to, the terms of this Section 5 and other applicable provisions of this Agreement. LESSEE will maintain the Premises in good repair and condition, reasonable wear and tear and casualty excepted. LESSOR will maintain the Property, excluding the Premises, in good repair and condition, reasonable wear and tear and casualty excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement a satisfactory building structural and environmental analyses, if LESSEE so requires, and all of the certificates, permits, licenses and other approvals (collectively, the "Governmental Approvals") that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals, at no expense to LESSOR, and shall take no action which would materially adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that the structural or environmental analysis is unsatisfactory to LESSEE in LESSEE's sole but reasonable discretion, or any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines in LESSEE's sole but reasonable discretion that such Governmental Approvals may not be obtained within six (6) months after the submission of applications therefor, or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or that the LESSEE determines in LESSEE's sole but reasonable discretion that the site is no longer technically compatible for its use or that LESSEE,

in its sole, but reasonable discretion, will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement on ninety (90) days prior written notice to LESSOR. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and the Parties shall have no further obligations, including the payment of money, to each other, except those obligations which expressly survive the expiration or termination of this Agreement.

Notwithstanding anything contained herein to the contrary, LESSEE shall have the right at any time following the Commencement Date, to enter the Property to construct the LESSEE Facilities at reasonable hours on reasonable advance telephonic notice to LESSOR at (914) 787-3286. During any construction work, LESSEE shall have insurance as set forth herein. LESSEE shall notify LESSOR of any proposed construction work and shall coordinate the scheduling of same with LESSOR.

LESSEE has the right to construct, maintain and operate on the Premises the Lessee Facilities as generally depicted on the Exhibits, attached hereto and made a part hereof. LESSEE shall submit detailed construction plans for the LESSEE Facilities in accordance with the general depiction on the Exhibits ("Plans") to LESSOR for its prior written approval, which approval shall not be unreasonably withheld or delayed. LESSOR shall give such approval or provide LESSEE with its request for changes within twenty (20) business days after LESSOR's receipt of such request for changes to the Plans. If LESSOR does not provide such approval or request for changes within such twenty (20) day period, LESSEE shall provide LESSOR an additional five (5) business days notice indicating that if LESSOR does not respond within such five (5) business days, LESSOR shall be deemed to have approved the Plans or change(s) to the Plans, as the case may be, after such notice. LESSOR shall not be entitled to receive any additional consideration in exchange for giving its approval of the Plans unless it is necessary in LESSOR's sole but reasonable discretion to have the Plans reviewed by an outside engineering company, but the cost of such review shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) and payment shall be made upon thirty (30) days after LESSEE's receipt of supporting documentation. LESSEE shall have the right, from time to time, to modify its equipment or to install such additional equipment at the Premises as may be necessary for the operation of the LESSEE Facilities with LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, no consent shall be required in connection with (i) any like-kind exchanges or modifications which do not increase the square footage of the Premises except to a de minimus extent and provided that no heavy equipment or machinery (such as a crane) is required to install such equipment, it being understood that LESSEE shall not bring any heavy machinery or equipment onto the Property without LESSOR's consent, which shall not be unreasonably withheld or delayed, or (ii) any alterations, improvements, changes, replacements, and substitutions within LESSEE's equipment cabinets and/or shelter, provided that no heavy equipment or machinery is required to make such alterations, improvements changes, replacements and substitutions, it being understood that LESSEE shall not bring any heavy machinery or equipment (such as a crane) onto the Property without LESSOR's consent, which shall not be unreasonably withheld or delayed. In connection therewith and subject to the foregoing sentence, LESSEE may perform all work necessary to prepare, add, maintain and alter the Premises for LESSEE's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers in accordance with the terms hereof. All of LESSEE's construction and installation work shall be performed at LESSEE's sole expense and in a good and workmanlike manner. Title to the LESSEE Facilities and any equipment placed on the Premises by LESSEE shall be held by LESSEE, and LESSOR acknowledges that the LESSEE Facilities shall at all times constitute the personal property of LESSEE, that LESSOR shall have no lien or other interest or claim in or to the LESSEE Facilities, and that LESSOR will confirm the same in writing from time to time upon reasonable request by

LESSEE. To the extent permitted by law, LESSOR hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the LESSEE Facilities, regardless of whether or not the same is affixed or deemed real property under applicable law.

LESSEE shall use its reasonable efforts to minimize any interference with the conduct of Lessor's hospital business when performing any construction, maintenance work, installation work, repairs or alterations.

All hoisting of materials on to the roof of the Building shall be performed at such reasonable times as acceptable to LESSOR and LESSEE.

LESSEE agrees to permit reasonable inspections of the construction, installation and operation of the LESSEE Facilities at the Premises by representatives of LESSOR accompanied by LESSEE's representatives at any time upon prior telephonic notice to LESSEE at 1-800-852-2671, or in an emergency at any time, provided that LESSOR endeavors to provide reasonable notice. In addition, LESSOR shall notify LESSEE in writing of such emergency inspections within forty-eight (48) hours after such emergency inspections.

**6. LESSOR'S COMPLIANCE.** LESSOR represents and warrants to LESSEE that it shall use its best efforts to ensure that all future improvements and alterations to the Property will comply in every respect with all Governmental Laws. LESSOR acknowledges that such representations and warranties are a material element of this Agreement upon which LESSEE is relying, and LESSEE would not enter into this Agreement without same.

If the Property or improvements located thereon are not in compliance with any Governmental Laws (hereinafter, "Governmental Non-Compliance"), and such Governmental Non-Compliance impedes LESSEE's ability to construct or operate its installation at the Premises, LESSOR shall fully remedy such Governmental Non-Compliance so that LESSEE may construct and/or operate the LESSEE Facilities, at LESSOR's sole cost and expense. If LESSOR fails to remedy such Governmental Non-Compliance within thirty (30) days or the period of time as set forth by the governmental authority, LESSEE's sole remedy shall be to (i) terminate the Agreement upon thirty (30) days written notice to LESSOR, unless LESSOR shall remedy such condition of Governmental Non-Compliance within such thirty (30) day period, or (ii) remedy such Governmental Non-Compliance, at LESSEE's sole cost and expense, provided LESSEE uses plans and contractors approved by LESSOR prior to the commencement of such work, which approval shall not be unreasonably withheld or delayed.

If for any reason the Property or the improvements located thereon do not in any respect fully comply with all Governmental Laws at the time that LESSEE is prepared to submit an application for : (i) a building permit to construct LESSEE Facilities; or (ii) a certificate of occupancy for the communications facility, and LESSEE is thereby prevented from obtaining a building permit and/or certificate of occupancy, then LESSEE's obligation to pay rent or any fees due hereunder shall commence on the day on which LESSEE obtains a building permit or final certificate of occupancy as applicable (or other required certificate of compliance as required by the governing municipality) for LESSEE Facilities, subject to Section 2 hereof.

**7. INDEMNIFICATION.** LESSEE shall indemnify and hold LESSOR harmless from all claims (including, without limitation, reasonable attorneys' fees and expenses of defending against such claims) arising out of or in connection with the negligence or wilful misconduct of LESSEE, LESSEE's

agents, employees and/or invitees in or about the Premises and/or the Property, except to the extent such claims may be due to or caused by the acts of LESSOR, its agents, employees and/or invitees or were in existence prior to LESSEE's installation at the Premises. LESSOR shall indemnify and hold LESSEE harmless from all claims (including, without limitation, reasonable attorneys' fees and expenses of defending against such claims) arising out of or in connection with the negligence or wilful misconduct of LESSOR or LESSOR's agents, employees and/or invitees occurring in or about the Property, excepting, however, such claims as may be due to or caused by the acts of the LESSEE, LESSEE's agents, employees and/or invitees. The duties described in this Paragraph shall survive the termination of this Lease.

8. INSURANCE. During the term hereof, LESSEE shall maintain the following insurance coverages: (i) commercial general liability insurance with limits of [REDACTED] per occurrence and including [REDACTED] property damage coverage; (ii) automobile liability insurance with a combined single limit of [REDACTED] per accident; (iii) workers' compensation insurance as required by law; and (iv) employer's liability insurance with limits of [REDACTED] per occurrence (such minimum may be satisfied through an umbrella or excess liability insurance coverage). LESSEE shall procure and maintain at its sole expense, property insurance for the LESSEE Facilities for its full replacement cost, insuring the same against loss or damage for all risks of direct physical loss or damage. Such insurance shall insure, on an occurrence basis, against liability of LESSEE, its employees and agents arising out of or in connection with LESSEE's use of the Premises and the Property, all as provided herein. LESSEE shall furnish LESSOR with an insurance certificate showing LESSOR as an additional insured on liability policies. LESSEE shall provide to LESSOR a Certificate of Insurance evidencing the coverages required by this paragraph at least ten (10) days prior to commencement of construction of the LESSEE Facilities. LESSEE's Certificate of Insurance shall provide LESSOR with at least thirty (30) days' prior written notice in the event of any cancellation. LESSOR agrees, at its own cost and expense, to maintain comprehensive general liability and property liability insurance with liability limits of not less than [REDACTED] for injury to or death of one or more persons in any one occurrence and [REDACTED] for damage or destruction to property in any one occurrence.

LESSOR hereby releases LESSEE and LESSEE hereby releases LESSOR (which term as used in this Paragraph shall include the employees and agents of LESSOR) from all liability, whether for negligence or otherwise, in connection with any loss covered by any property insurance policies which LESSOR and LESSEE may carry with respect to the Premises, or any interest or property therein or thereon (whether or not such insurance is required to be carried under this Lease), but only to the extent that such loss is collected under said insurance policies.

9. INTENTIONALLY OMITTED.

10. INTERFERENCE. LESSEE covenants that the LESSEE Facilities shall not disturb the communications configurations, equipment and frequency which are operating on LESSOR's property on the Effective Date hereof (the "Pre-existing Communications"); and that the LESSEE Facilities shall comply with all non-interference rules of the Federal Communications Commission (the "FCC"). Further, LESSEE shall operate the LESSEE Facilities in a manner that will not cause interference to any installations operating on the Property on the Effective Date hereof. Subsequent to the installation of the LESSEE Facilities, LESSOR shall require that any future lessees or licensees not interfere with LESSEE's operations. LESSOR shall not permit the installation of any equipment at the Property, or the use of any portion of the Property or the installation or modification of any Pre-existing Communications in a way which interferes with the communications operations of LESSEE, described above. In the event any such interference does



not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to LESSEE, and therefore, LESSEE shall have the right to bring action to enjoin such interference. In the event such interference is not eliminated within thirty (30) days, LESSEE shall have the right, in addition to its rights available at law or in equity, to terminate this Agreement by giving LESSOR ninety (90) days' prior written notice to LESSOR of its election to terminate, unless such interference is cured within such ninety (90) day notice period. LESSOR shall cooperate with LESSEE, at no expense to LESSOR, in any action brought by LESSEE to enjoin such interference. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner as on the Effective Date shall not be deemed interference.

Notwithstanding anything contained herein to the contrary, if LESSOR reasonably believes that the radio frequency emissions emanating from the LESSEE Facilities are causing interference with the operation of LESSOR's essential hospital or medical services, LESSOR shall provide LESSEE with written notice of such alleged interference and LESSEE shall turn off the LESSEE Facilities within twenty-four (24) hours of receipt of such written notice (except in the event of an emergency, in which event LESSEE shall turn off the LESSEE Facilities immediately). LESSEE shall then be permitted to turn on the LESSEE Facilities for brief periods of time, with LESSOR's prior approval, for the purposes of testing and performing maintenance, repair, modification, replacement or other action correcting such disruption or interference. LESSEE shall continue to pay all Rent due hereunder until such time as the disruption or interference is resolved to LESSOR's reasonable satisfaction. If the parties disagree as to the cause of the interference, or that the interference has been cured, the parties will mutually agree upon a third party professional radio frequency engineer who will be required to submit a written report as to his or her findings as to the cause of the interference and, if applicable, the remedies necessary to cure it (the "Engineer's Report"). If the Engineer's Report determines that the LESSEE Facilities are causing the interference, LESSEE shall have an additional thirty (30) days to cure the interference (or longer if such interference cannot be cured within this time frame, provided that LESSEE is diligently attempting to cure), and if the interference is not cured within that time frame, LESSEE shall either cease operating or terminate this Lease. If the Engineer's Report determines that the LESSEE Facilities are not the cause of the interference, the LESSEE Facilities shall be immediately reactivated, and all Rent paid for the period of time the LESSEE Facilities were turned off shall be credited to LESSEE. The cost of the Engineer's Report shall be paid by LESSEE, unless the findings contained in the Engineer's Report determine that LESSEE is not causing the interference, in which case, such cost shall be paid by LESSOR.

**11. REMOVAL UPON TERMINATION.** LESSEE, upon termination of the Agreement, shall, within sixty (60) days, remove its equipment, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain in the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

**12. QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing all of the covenants herein shall peaceably and quietly have, hold and enjoy the Premises.

**13. TITLE.** LESSOR represents and covenants to its actual knowledge that LESSOR is seized of good and sufficient title and interest to the Property, has full authority to enter into and execute this

Agreement, and has taken all necessary action under its by-laws or other relevant documentation (if required) to approve this Agreement and has authorized the signatories to sign same. LESSOR represents, warrants and covenants that the Company Lease, dated June 1, 1998, between the LESSOR and the County of Westchester Industrial Development Agency ("IDA") is valid and binding and, to LESSOR's actual knowledge, LESSOR is not in default thereunder as of the date hereof and has received all necessary approvals, if any, from IDA in order to enter into this Lease. LESSOR further represents and covenants that, to its actual knowledge, there are no covenants, easements, restrictions, violations (including, without limitation, electrical violations) or other impediments of title which prevent or impede the use of the Property by the LESSEE as set forth above. Furthermore, to the best of LESSOR's actual knowledge, the Property is not designated a landmark or in a landmark district.

14. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York.

16. ASSIGNMENT LESSOR agrees that LESSEE may, without any prior approval or consent of the LESSOR, assign this Lease or sublet all or any part of the Premises to any person or business entity which: (i) is a parent, subsidiary or affiliate of LESSEE; (ii) controls, is controlled by or under common control with LESSEE; (iii) is an entity into which LESSEE is merged or consolidated or who purchases a majority or controlling interest in the ownership or assets of LESSEE in the market as designated by the Federal Communications Commission in which the Property is located or any other entity which is the successor of LESSEE; provided that such assignee shall assume all of LESSEE's obligations hereunder. LESSEE or LESSEE's assignee shall provide LESSOR with written notice of such assignment within thirty (30) days after the effective date of such assignment. LESSEE may not otherwise assign or sublet this Lease without LESSOR's consent, which consent shall not be unreasonably withheld or delayed.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent: (i) by certified mail, return receipt requested; or (ii) by nationally recognized overnight courier service with receipt for delivery; addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:           Lawrence Hospital Center  
                      (f/k/a Lawrence Hospital)  
                      55 Palmer Avenue  
                      Bronxville, New York 10708  
                      Attn: Mr. Steve Schoener, Vice President

LESSEE: New York SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective when delivered (or when delivery is attempted) according to the records of the U.S. Postal Service or such courier service, as applicable.

18. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

19. SUBORDINATION AND NON-DISTURBANCE. This Agreement and all rights of LESSEE hereunder are and shall be subject and subordinate to all ground leases, overriding leases and underlying leases of the Property and/or the Building now or hereafter existing and to all mortgages (including modifications, spreaders and renewals thereof) which may now or hereafter affect the Property and/or the Building or any such lease; provided, however, LESSEE shall have the right to request a non-disturbance agreement, from LESSOR's lender, in favor of LESSEE, at no out of pocket expense to LESSOR, which provides that every such mortgage or security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Property as long as LESSEE is not in default of this Agreement. This subordination shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, LESSEE shall promptly execute, acknowledge and deliver, within thirty (30) days after request therefor, any instrument that LESSOR and/or such mortgagees, ground lessors or lessors may reasonably request to evidence such subordination, provided that any such instrument does not materially expand, change or increase LESSOR's obligations under this Agreement.

20. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days to cure a non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph; except in the event of an emergency in which case LESSOR shall be permitted to cure LESSEE's default without notice to LESSEE; provided such notices is given to LESSEE promptly thereafter. Notwithstanding anything contained herein, this Lease may be terminated by LESSOR on thirty (30) days' written notice by LESSOR if LESSEE files a petition in bankruptcy, or makes an assignment for the benefit of creditors, or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or is the subject of an insolvency bankruptcy petition that is not set aside within sixty (60) days after its filing.

21. ENVIRONMENTAL. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time

hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, and which arise out of or in connection with LESSOR's use or manner of use of the Property, unless such conditions or concerns arise out of or in connection with LESSEE's use or manner of use of the Premises and/or the Property. In the event that any Hazardous Material (as such term is hereinafter defined) is brought into or onto the Property and/or the Premises by LESSEE, its employees and/or agents, LESSEE shall handle and dispose of any such material in compliance with all applicable federal, state and/or local regulations. The term "Hazardous Material" shall mean and include any hazardous, toxic or dangerous waste, substance or material defined as such in the Comprehensive Environmental Response, Compensation and Liability Act, any so called "Superfund" or "Superlien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating and/or relating to any Hazardous Material and/or medical waste. Upon LESSEE's reasonable request, LESSOR, as owner of the Property, shall execute, at no cost to LESSOR, any waste manifests for asbestos or any materials requiring special handling which must be removed (by LESSEE at LESSEE's sole expense) in connection with LESSEE's installation at the Property.

## 22. CASUALTY.

a. If the Building or any part thereof containing the LESSEE Facilities shall be damaged by fire or other casualty, this Agreement shall continue in full force and effect except as hereinafter provided:

- (i) if the Premises is partially damaged or rendered partially unusable by fire or other casualty, the damages thereto (not including LESSEE Facilities) shall be repaired by and at the expense of the LESSOR, provided, however, that if such fire or casualty and subsequent damage was caused by the LESSEE or its employees or agents or the LESSEE Facilities, LESSEE shall be responsible for such repairs and shall continue to pay the required Rent. If such casualty and damage is not caused by LESSEE or its employees or agents or the LESSEE Facilities, Rent shall be apportioned from the day following the casualty according to the part of the Premises which is usable;
- (ii) if the Premises is totally damaged or rendered wholly unusable by fire or other casualty which is not caused by LESSEE or its employees or agents or the LESSEE Facilities, then the Rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises (not including LESSEE Facilities) shall have been repaired and restored by LESSOR and LESSEE is able to resume commercial operation of the LESSEE Facilities, subject to LESSOR's right to elect not to restore the same as hereinafter provided.
- (iii) Following completion of the repair and restoration work, LESSEE shall return the LESSEE Facilities to the Premises and resume normal operation thereof. Notwithstanding anything contained herein to the contrary, if the Premises and/or Building are damaged or destroyed to the extent that LESSEE cannot resume commercial operations, in LESSEE's sole but reasonable discretion, within one hundred twenty (120) days after the date of such damage or destruction, LESSEE shall have the option of terminating this Agreement on written notice to LESSOR given within ninety (90) days after such fire or other casualty with no further liability to either party, except however to either party's rights and remedies against the other under the provisions hereunder in effect prior to such termination, and any Rent owing shall be paid up to the date of such damage, destruction or casualty.

(iv) After any fire or casualty which renders the Premises unuseable by LESSEE and in the event the Lease is not terminated, LESSOR agrees that LESSEE shall have the right to bring a portable, so-called Cell On Wheels ("COW") to the Property and operate and maintain same throughout the duration of the repair and restoration work at the Property; provided, however, that LESSOR and LESSEE mutually agree to a location for the COW. If there is insufficient space to accommodate a COW on the Property, the Rent shall abate as set forth in this Paragraph until the date when the Premises (not including LESSEE Facilities) shall have been repaired and restored by LESSOR and LESSEE is able to resume commercial operation of the LESSEE Facilities.

b. If, whether or not the Premises is damaged in whole or in part, the Building shall be so damaged that LESSOR shall decide to demolish it and rebuild it, then LESSOR may elect to terminate this Agreement, provided that LESSOR terminates all other agreements regarding the Building or Property, by written notice to LESSEE given within seventy-five (75) days after such fire or casualty specifying the date for the expiration of this Agreement, which date shall be not less than sixty (60) days and not more than ninety (90) days after the giving of such notice, and upon the date specified in such notice, the term of this Agreement shall expire and LESSEE shall surrender and vacate the Premises with no further liability to either party's rights and remedies against the other under the provisions hereunder in effect prior to such termination, and any Rent owing shall be paid up to the date of such damage, destruction or casualty.

c. Unless LESSOR shall serve a termination notice as provided for herein, LESSOR or LESSEE, as appropriate, shall make the repairs and restorations under the conditions of sub-paragraphs (a) and (b) of this paragraph, with all reasonable expedition. After any such casualty affecting the Premises, and upon LESSEE's receipt of written request therefor from LESSOR, LESSEE shall remove from the Premises all of LESSEE's salvageable trade fixtures and equipment, including LESSEE Facilities. In the event that Rent was suspended in accordance with subparagraphs (a) or (b) of this paragraph, and this Lease has not been terminated, LESSEE's liability for the payment of Rent shall resume upon the earlier of: (i) the date on which LESSEE begins commercial operation of the LESSEE Facilities; or (ii) ninety (90) days after the date on which LESSEE receives written notice from LESSOR that restoration of the Premises is completed so that LESSEE's operations may operate therewith.

d. Notwithstanding anything contained herein to the contrary, in the event that the LESSOR shall fail to repair the Premises within one hundred twenty (120) days after such fire or other casualty (or such longer period as is mutually agreeable to the parties) and LESSOR was required to make such repairs pursuant to this Agreement, LESSEE may terminate this Agreement on thirty (30) days written notice to LESSOR (unless LESSOR shall complete such repairs within such thirty (30) day period, in which event, LESSEE's termination notice shall become null and void). Upon such termination, this Agreement shall become null and void and the parties shall have no obligation to the other, other than those which accrued prior to termination.

**23. CONDEMNATION.** If a condemning authority takes all of the Property, or a portion which, in LESSEE's sole but reasonable opinion, is sufficient to render the Premises unsuitable for LESSEE's use, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE shall have the right to terminate this Lease as of the date when possession is delivered to the condemning authority. In any condemnation proceeding, each party shall be entitled to make a claim against the condemning authority for just compensation (which for LESSEE shall

include the value of the LESSEE Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the Lease and any other amounts recoverable under condemnation law), so long as it does not diminish any award LESSOR is entitled to claim. A sale of all or part of the Premises or Property to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority. If LESSEE chooses not to terminate this Lease, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

24. BROKER. LESSOR and LESSEE represent to each other that they have not negotiated with any broker or agent in connection with this Lease. LESSOR and LESSEE agree that should any claim be made against the other for a broker's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold the other party free and harmless from all losses, costs, damages, claims, liabilities and expenses in connection therewith (including, but not limited to, reasonable legal fees) and shall defend such action by counsel reasonably acceptable to the indemnified other party.

25. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the parties hereto. Each of the parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

26. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by this Lease, applicable laws, rules and regulations. LESSOR agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises, at no out of pocket expense to LESSOR. LESSEE represents that the construction, maintenance and operation of the LESSEE Facilities on the Premises shall be in compliance with any applicable statutes, rules, regulations and guidelines of any applicable federal, state and local governmental bodies having jurisdiction over the Property and/or the LESSEE Facilities at the Premises. LESSEE represents that the LESSEE Facilities being installed pursuant to this Lease will be completely grounded and protected against lightning in a manner consistent with the applicable building code.

27. MISCELLANEOUS. LESSOR agrees to use its reasonable efforts to minimize any inconvenience, possible loss or expense to LESSEE and to give LESSEE notice of any planned repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Building and the Premises, or of any planned shut downs associated with the Building for scheduled or routine maintenance, that might adversely affect LESSEE's operations at the Premises. In the event of emergency repairs, LESSOR shall endeavor to give LESSEE telephonic notice at 1-800-852-2671. Similarly, LESSEE shall use its reasonable efforts to minimize any inconvenience to LESSOR when performing any construction, maintenance or repairs at or for the Premises. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The parties further agree that this Lease shall be deemed to have been drafted by both LESSOR and LESSEE and the terms and conditions contained herein shall not be construed any more strictly against one party or the other. All Exhibits annexed hereto form material parts of this Agreement. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

28. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party

to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive termination or expiration.

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

30. LATE CHARGES. LESSEE shall pay LESSOR, as additional rent, without abatement, deduction or set off, all sums, costs, expenses and other payments which LESSEE has agreed to pay under any of the provisions of this Lease ("Additional Rent") and, in the event of any nonpayment thereof, LESSOR shall have all of the rights and remedies provided for herein or by law in the case of nonpayment of the Rent, in addition to all other rights and remedies as provided for herein.

If LESSEE shall fail to pay any installment of Rent or Additional Rent within ten (10) days after the due date thereof, LESSEE shall, upon LESSEE's receipt of written notice thereof from LESSOR, pay LESSOR a late charge equal to [REDACTED] of the amount of such installment. For the purposes of this Lease, the term "Rent" shall mean the Rent and the Additional Rent.

31. TAXES. In addition to annual rent, LESSEE shall pay any increase in real estate taxes imposed upon the LESSOR which are directly attributable to LESSEE's installation in the Premises. It is expressly understood by the parties hereto that LESSEE shall in no case be responsible for any increase in real estate taxes with respect to any portion of the Property, other than the Premises, and LESSEE shall in no event be responsible for any effect LESSEE's installation at the Premises may have on any exemption for the Property, or any penalties or taxes in connection therewith. Within one hundred eighty (180) days of receipt of an invoice, LESSOR shall submit to LESSEE LESSOR's calculation of the additional real estate taxes, which shall only be based upon the value of LESSEE's installation, together with supporting documentation (including, without limitation, an invoice from the municipality indicating the tax increase due to LESSEE's installation at the Premises) and proof of payment of said taxes. In the event LESSOR shall not submit any documentation within two (2) years after the expiration or termination of this Agreement, LESSOR shall not be entitled to any reimbursement. LESSEE, within thirty (30) days following receipt and verification of such calculation, shall reimburse LESSOR for such tax payment. After payment of same, LESSEE shall be entitled to contest such tax increase and LESSOR shall cooperate with LESSEE, at no expense to LESSOR, in connection with same. If such contest is successful, LESSEE shall be entitled to any refund, credit or reduction in real estate tax increases actually paid by LESSEE and received by LESSOR and LESSOR shall promptly pay the amount of such reimbursement to LESSEE upon receipt thereof. Further, LESSEE shall pay any applicable personal property taxes separately assessed against the LESSEE Facilities.

32. FCC REGULATIONS. In the event that the FCC or similar agency or governmental authority, or court of competent jurisdiction makes a determination which is final and non-appealable or which is affirmed and becomes final after the exhaustion of all available appeals concluding that the LESSEE's use as set forth in this Agreement presents a material risk to the public health or safety in violation of the applicable FCC regulations, LESSEE shall cease operating and have the right to terminate this Agreement upon ninety (90) days written notice to the LESSOR. It is understood by the parties that the regulations of the FCC regarding radio-frequency emissions with respect to LESSEE's installation preempts

any other local or state regulations regarding same in accordance with the Telecommunications Act of 1996.

33. REPAIRS. LESSEE shall be required to make repairs to the Premises, directly related to LESSEE's use or manner of use of the Premises, during the term hereof at its expense. LESSEE shall not be required to make any repairs to the Property unless such repairs shall be necessitated by reason of the default, neglect or wilful misconduct of LESSEE, its employees, agents, licensees and/or invitees, or unless such repairs shall be necessitated by LESSEE's use or manner of use of the Premises. Upon the expiration or termination hereof, LESSEE shall restore the Premises to the condition in which it existed upon the execution hereof, reasonable wear and tear and damage by fire or other casualty excepted.

34. PREVAILING PARTY. The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

35. COMPLIANCE WITH LAWS. LESSEE shall be responsible, at its expense, for compliance with all marking and lighting requirements of the Federal Aviation Administration (the "FAA") and the FCC attributable to the installation and operation of the Lessee Facilities at the Premises, including without limitation, applicable FCC regulations regarding radio frequency exposure.

In the event that LESSOR or LESSEE is cited because the Property is not in compliance with such marking and lighting requirements due to LESSEE's installation at the Premises, and should LESSEE fail to cure the conditions of noncompliance within a reasonable time after written notice of such non-compliance, LESSOR may proceed to cure the conditions of noncompliance at LESSEE's expense, which amounts may be added to the Rent.

36. TEMPORARY RELOCATION. In the event that LESSOR needs to perform repairs to the Building's roof, LESSOR agrees to perform such work in advance consultation with LESSEE in a manner that, considering LESSOR's needs, minimizes disruption to LESSEE's operations at the Premises. Except in the event of an emergency, if the roof repair work requires the temporary relocation of the LESSEE Facilities, LESSOR may, upon six (6) months' prior written notice to LESSEE, and not more than three (3) times during the term of this Lease, elect to have LESSEE temporarily relocate specified portions of the LESSEE Facilities from the Premises to another portion of the Building (the "Alternate Premises") as reasonably necessary, subject to the terms set forth below. For the purposes hereof, an emergency shall be defined as an event that will cause imminent damage to person or property. The size, location and dimensions of the Alternate Premises shall be mutually chosen by LESSEE and LESSOR but must, in LESSEE's sole but reasonable judgment, be at least as suitable for purposes of operating the LESSEE Facilities as the size, location and dimensions of the Premises, with preference given to maintaining the LESSEE Facilities on the roof. In the event that the specified portions of the LESSEE Facilities cannot be temporarily relocated to another portion of the Building roof subject to compliance with applicable laws, rules and regulations, LESSOR agrees that LESSEE shall have the right to bring a COW to the Property and operate and maintain the same throughout the duration of the roof repair work; provided, however, that LESSOR and LESSEE mutually agree to a location for the COW. If there is insufficient space to accommodate a COW on the Property, the Rent shall abate until such time as LESSEE is able to resume commercial operation of the LESSEE Facilities. The temporary relocation of the LESSEE Facilities to the Alternate Premises shall not cause the Rent payable under this Agreement to be increased and shall be accomplished by LESSEE at LESSOR's sole expense. Following completion of the roof repair work, or such portion of the work as necessitated the temporary relocation of the LESSEE Facilities, LESSEE shall, at



LESSOR's sole expense, return the LESSEE Facilities to the Premises and resume normal operation thereof.

### 37. GENERAL PROVISIONS.

A. All Exhibits annexed hereto form material parts of this Agreement. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

B. Notwithstanding anything stated to the contrary, in the event that this Agreement or LESSEE's conduct hereunder is (i) specifically cited by a licensing or regulating body as a condition which, if not removed, will result in the loss, suspension, termination or non-approval of any license, permit or other authority currently held by LESSOR for its operation as a hospital, or (ii) a condition which, if not removed, will be the sole cause of Lessor's receipt of unfavorable accreditation status as a hospital, then LESSOR shall notify LESSEE and provide proof of same and LESSEE shall, within sixty (60) days of such notice, (i) terminate this Agreement as of a date within such sixty (60) day period and be relieved of all obligations hereunder from and after such termination date, except those that expressly survive the termination of the Lease, or (ii) take all commercially reasonable action to cure any objection within such sixty (60) day period, including, if required by such governmental or licensing authority, ceasing operation (except intermittent testing) during such sixty (60) day period so that LESSOR is able to obtain such license, permit or other authority, or gain favorable accreditation as a hospital, and if LESSEE fails to do either of the foregoing, LESSOR may terminate this Agreement on five (5) business days notice to LESSEE, in which case this Agreement shall terminate on the expiration of such five (5) business day period, provided, however, that LESSEE shall have the right, at any time, to request an extension (the "Extension") from the applicable authority, at LESSEE's sole cost and expense, to provide additional time for LESSEE to operate and, if granted, LESSEE shall be permitted to continue its operation in compliance with the terms of the Extension, provided that LESSEE's continued operation pursuant to the terms of the Extension will not cause the loss, suspension, termination or non-approval of LESSOR's license, permit or other authority or cause unfavorable accreditation status for LESSOR's operation as a hospital, in which case this Agreement shall continue in full force and effect on the terms and conditions stated in the Agreement and Extension.

C. Notwithstanding anything stated to the contrary, if the LESSEE's installation at the Property is prohibited or deemed illegal by the applicable federal laws, rules or regulations governing the LESSOR as a hospital and such federal laws, rules or regulations are final and non-appealable, LESSOR shall notify LESSEE and provide proof of same and LESSEE shall, within sixty (60) days of such notice, (i) terminate this Agreement and be relieved of all obligations hereunder from and after such termination date, except those that expressly survive the termination of this Agreement, or (ii) take all commercially reasonable action to cure any objection within such sixty (60) day period so that LESSEE's installation is permitted by applicable laws, rules or regulations, and if LESSEE fails to do either of the foregoing within such sixty (60) day period, LESSOR may terminate this Agreement on five (5) business days notice to LESSEE, in which case this Agreement shall terminate on the expiration of such five (5) business day period, provided, however, that LESSEE shall have the right, at LESSEE's sole cost and expense, at any time, to request an extension (the "Extension") from the applicable authority to provide additional time for LESSEE to operate and, if granted, LESSEE shall be permitted to continue its operation in compliance with the terms of the Extension, provided that LESSEE's continued operation pursuant to the terms of the Extension shall not cause the loss, suspension, termination or non-approval of LESSOR's license, permit or other authority or cause unfavorable accreditation status for LESSOR's operation as a hospital, in which case this Agreement shall continue in full force and effect on the terms and conditions stated in the Agreement and Extension.

D. In the event that any governmental authority imposes any expenses against the LESSOR solely and directly as a result of LESSEE's installation at the Premises, then LESSEE shall pay such expenses within thirty (30) days after written request and supporting documentation. LESSEE's failure to pay such expenses within such thirty (30) day period shall constitute a monetary default hereunder. At LESSOR's request, LESSEE shall provide LESSOR with security (i.e. bond, cash or letter of credit) of payment for such expenses, as reasonably determined by LESSOR; provided that LESSEE shall, upon ten (10) days written notice, have the right to contest same, by proper legal proceedings, and LESSOR shall, at no cost to LESSOR, cooperate in connection with such contest. Notwithstanding the foregoing, such contest by LESSEE shall not subject LESSOR to any fines, penalties, costs, or civil or criminal proceedings, nor shall any amount contested remain unpaid for such length of time as shall permit the Property or any lien filed in connection with such expenses to be sold for non-payment thereof or any action of foreclosure or otherwise to be commenced, nor shall such contest constitute a default under any mortgage encumbering the Property.


E. It is expressly agreed and understood that in no event shall the provisions of this Article 37 provide a basis for LESSOR to renegotiate, or seek to renegotiate, the financial terms or other material terms of this Agreement.

38. LIMITATION ON LESSOR'S LIABILITY. Lessor's liability hereunder shall be limited to Lessor's interest in the Property or any proceeds thereof (including, without limitation, sale, insurance and condemnation proceeds).

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

LESSOR:  
LAWRENCE HOSPITAL CENTER

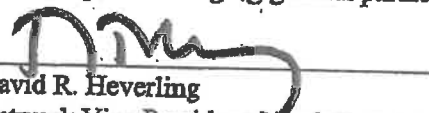
By:

  
Authorized Signatory

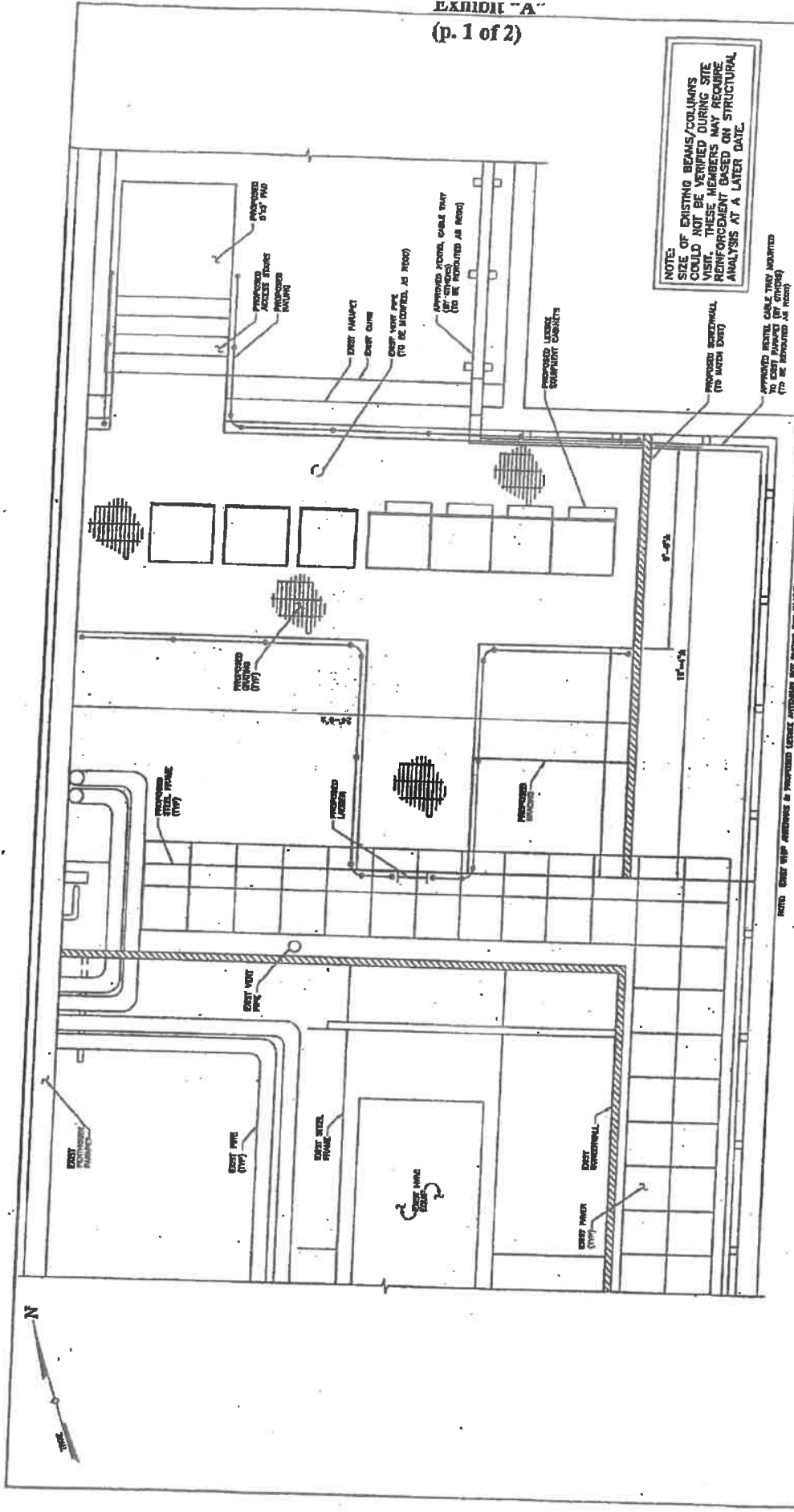
Tax I.D. # 13-1740110

LESSEE:  
NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a Verizon Wireless  
BY: Cellco Partnership, its managing general partner

BY:

  
David R. Heverling  
Network Vice President-North East Area

41803



NOTE:  
SIZE OF EXISTING BEAMS/COLUMNS  
COULD NOT BE VERIFIED DURING  
SITE VISIT. THESE MEMBERS MAY REQUIRE  
REINFORCEMENT BASED ON STRUCTURAL  
ANALYSIS AT A LATER DATE.

APPROVED REINFORCING CABLES TO BE INSTALLED  
TO EXIST FLOOR (BY OTHERS)  
(TO BE REINFORCED AS NOTED)

APPROVED REINFORCING CABLES TO BE INSTALLED  
TO EXIST WALLS (BY OTHERS)  
(TO BE REINFORCED AS NOTED)

APPROVED REINFORCING CABLES TO BE INSTALLED  
TO EXIST FLOOR (BY OTHERS)  
(TO BE REINFORCED AS NOTED)

**EQUIPMENT PLAN**  
SCALE: 1/4" = 1'-0"

NEW YORK STEEL UNLIMITED PARTNERSHIP  
4/9/02

OWNER APPROVAL:  
DATE:



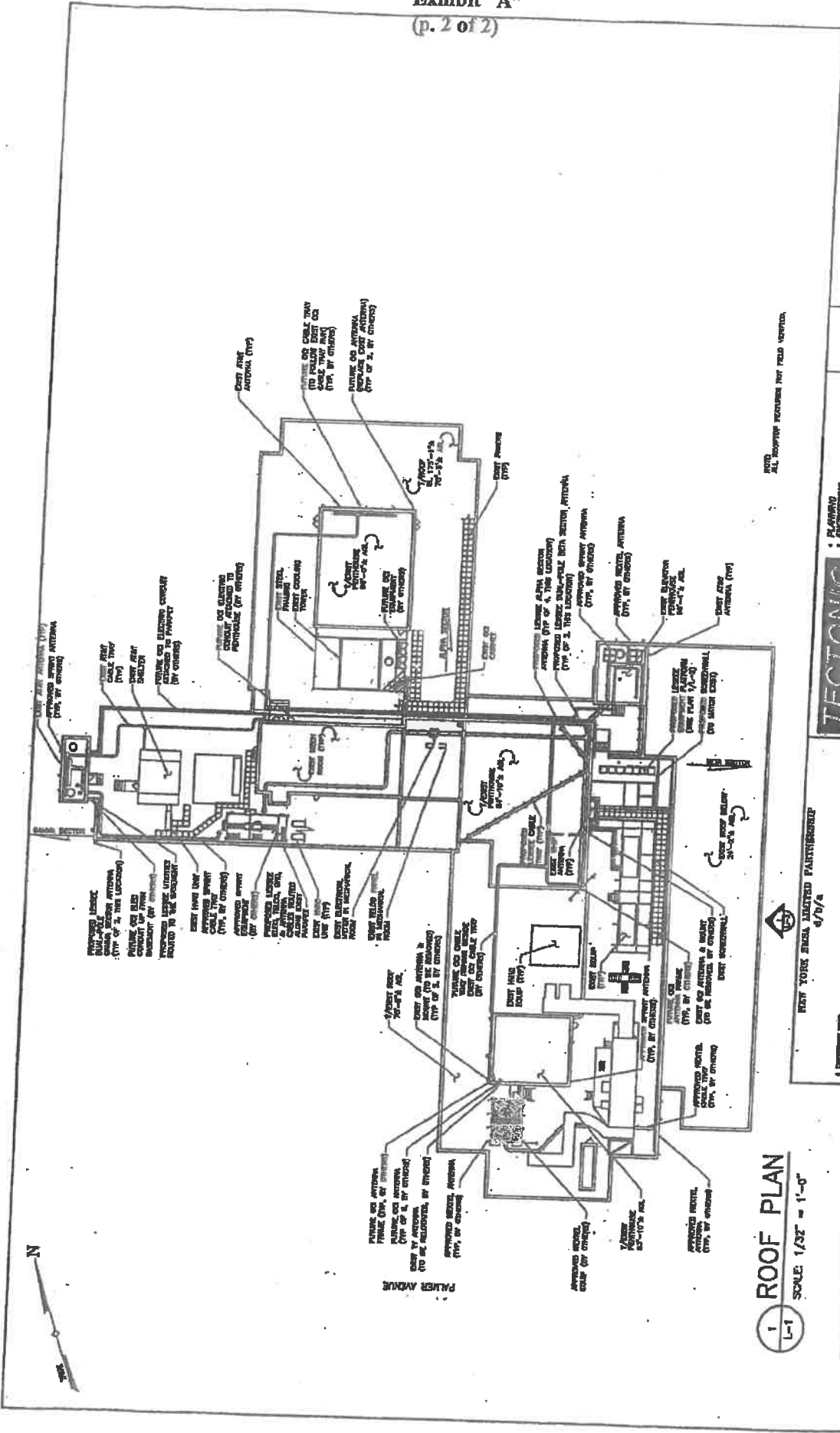
**TECTONIC**  
TECTONIC Engineering & Surveying Consultants P.C.  
353 West British Road  
New Windsor, NY 12553  
Phone: (845) 567-6666  
Fax: (845) 567-3763  
www.tectonicengineering.com

- PLANNING
- ENGINEERING
- CONSTRUCTION
- CONSTRUCTION MANAGEMENT

ISSUED BY:  
W.D. 2141.21

2/10/03  
6/9/02

LESSEE  
55 PALMER AVENUE  
BRONXVILLE, NY 10708



**NEW YORK AREA LIMITED PARTNERSHIP**  
4/7/04

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OWNER APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

---

ISSUED BY: \_\_\_\_\_ W.O. 2141.21 8/6/02 2/10/03

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**TECTONIC**

TECTONIC Engineering & Surveying Consultants P.A. Phone (848) 587-6888  
895 Little Britain Road Fax (848) 287-6703  
New Windsor, NY 12568 www.itectonic.com/teerinc.htm

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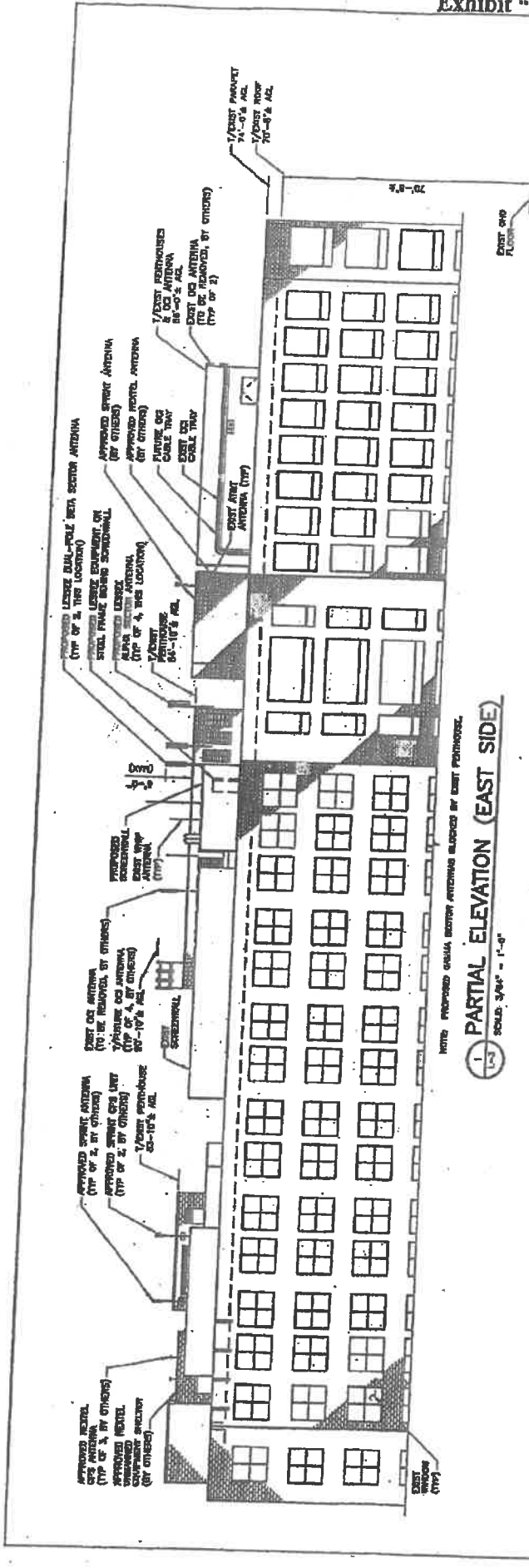
LESSEE  
55 PALMER AVENUE  
BRONXVILLE, NY 10708

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LEASE EXHIBIT L-1

**1**  
L-1  
**ROOF PLAN**  
SCALE: 1/32" = 1'-0"





**ANTENNA MOUNTING DATA**

SECTOR	ANTENNA QUANTITY	T/ANTENNA
ALPHA	4	80'-10"± AGL
BETA	2	90'-10"± AGL
GAMA	2	78'-8"± AGL
GPS ANTENNA (ON BETA SECTOR)		91'-10"± AGL

**NOTES**

- EXISTING BUILDING STRUCTURE HAS NOT BEEN ANALYZED TO CARRY PROPOSED LOADS. HENCE THIS PROPOSAL SHOULD NOT BE CONSIDERED FINAL.
- ALL ANTENNA LOCATIONS ARE APPROXIMATE.
- IN ADDITION TO LESSEE'S 3 ANTENNAS, ADDITIONAL 4 PANEL ANTENNAS, GPS ANTENNAS, AND 2 MICROWAVE DISH ANTENNAS NOT SHOWN ON EXHIBIT WILL BE ADDED TO THE ROOF, IN AN AREA TO BE DETERMINED BY LESSEE.
- CABLE TRAYS, CONDUITS AND OTHER CONNECTIONS SHALL BE LOCATED AT A LOCATION DETERMINED BY LESSEE AND SHOWN ON THE CONSTRUCTION DRAWINGS.
- ANY EQUIPMENT OR OTHER UTILITY IMPROVEMENTS REQUIRED BY LESSEE OR ANY OTHER UTILITY PROVIDER TO SERVICE LESSEE'S INSTALLATION IS PERMITTED AT THE PROPERTY.

**TECTONIC**

TECTONIC Engineering & Surveying Consultants P.C. Phone: (646) 967-6888  
 885 Little Britain Road  
 New Windsor, NY 12553  
 www.tectonicengineering.com

ISSUED BY: W.O. 2141.21 9/9/02

NEW YORK SIGNA LIMITED PARTNERSHIP  
 4/9/04

OWNER APPROVAL:  
 DATE:

ORIGINAL SIZE IN INCHES

0 1 2 3

LESSOR: 55 PALMER AVENUE  
 BRONXVILLE, NY 10708

LEASE EXHIBIT L-3

**EXHIBIT 3**  
**RF Affidavit**

PLANNING BOARD  
VILLAGE OF BRONXVILLE

-----X  
In the matter of the Application of

NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS

RF Affidavit

Premises: Lawrence Hospital  
55 Palmer Avenue  
Section 2, Block 5, Lot 5

-----X

State of New York            )  
  ) ss.:  
County of Rockland         )

**Ali Aljibori**, does depose and say:

1. I am a radio frequency engineer employed by New York SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon Wireless”). As a radio frequency engineer, I am trained to identify gaps in wireless telecommunications coverage and to evaluate the ability of proposed wireless telecommunication facility sites to remedy gaps in said coverage. In addition, I am familiar with Verizon Wireless’ existing and proposed facility sites in the Village of Bronxville (“Village”).

2. I respectfully submit this affidavit in support of the zoning application (“Application”) by Verizon Wireless in connection with a proposed modification (“Modification”) to the existing public utility wireless communications facility

("Facility") on the existing building ("Existing Building") known as Lawrence Hospital, located at 55 Palmer Avenue, Bronxville, New York ("Site").

3. The proposed Modification consists of the installation of antennas on existing mounts, which are at the minimum height necessary, together with ancillary equipment on the roof of the Existing Building.

4. Verizon Wireless is licensed by the Federal Communications Commission ("FCC") to provide wireless communications throughout New York State, including the Village of Bronxville.

5. Unlike radio and television broadcast towers, which utilize high power output transmitters to cover large geographical areas, Verizon Wireless' wireless network relies on geographically close, low power transmitters and antennas. This network is comprised of cell sites which operate within a group of assigned radio frequencies. Reliable wireless communications, including data receipt and transmission, depends on the architecture of the wireless network.

6. The existing antennas on the Existing Building do not allow Verizon Wireless to utilize its latest technology. The Modification, which includes the replacement of antennas, will allow Verizon Wireless to enhance its voice and data services.

7. The ability to modify the existing Facility is ideal since the Modification will remedy the gap in wireless data transmission and obviate the need for an additional facility in this area of the Village.



8. Kindly note that Verizon Wireless operates pursuant to a license issued by the FCC and in connection therewith, the Facility will not cause interference with the existing equipment of other federally licensed communications providers.

9. The frequency, modulation and class of service of the proposed antennas are as follows:

Frequency: 700 Mhz, 850 MHz, 1900 MHz, 2100 MHz, 3500 MHz, 3700 MHz

Modulation: CDMA

Class of Service: LTE, PCS, Cellular, AWS , CBRS, C-Band

10. The antenna specifications sheets are attached hereto as Exhibit A. The direction of the maximum lobes and associated radiation of the proposed Verizon Wireless antennas are indicated on Exhibit A.


11. By modifying the Existing Facility, Verizon Wireless is acting in a manner to obviate the need to construct a new telecommunications structure in this area of the Village.

12. Moreover, the Modification will have virtually no impact on the area due to its strategic placement of antennas and ancillary equipment in the same location as the existing antennas at the site.

**Conclusion**

Based on the foregoing, the requested approval should be granted forthwith.

Respectfully submitted,

  
\_\_\_\_\_  
Ali Aljibori

Signed before me this  
3<sup>rd</sup> day of May, 2022

  
Notary Public



**Exhibit A**  
**Antennas**

# Product Specifications

COMMSCOPE®

DBXNH-6565A-VTM

Andrew® Dual Band Teletilt® Antenna, 698–896 MHz and 1710–2180 MHz, 65° horizontal beamwidth, RET compatible



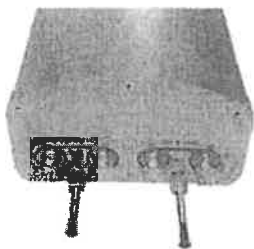
## Electrical Specifications

Frequency Band, MHz	698–806	806–896	1710–1880	1850–1990	1920–2180
Gain by all Beam Tilts, average, dBi	13.3	13.3	16.8	17.0	17.0
Gain by all Beam Tilts Tolerance, dB	±0.7	±0.4	±0.5	±0.3	±0.7
Gain by Beam Tilt, average, dBi	0°   13.5	0°   14.1	0°   16.7	0°   17.1	0°   17.3
	8°   13.4	8°   14.0	4°   16.8	4°   17.1	4°   17.1
	15°   12.9	15°   13.4	8°   16.7	8°   16.8	8°   16.5
Beamwidth, Horizontal, degrees	69	66	62	57	59
Beamwidth, Horizontal Tolerance, degrees	±2.9	±1.7	±5.7	±2.1	±6.4
Beamwidth, Vertical, degrees	18.8	16.9	7.4	7.0	6.6
Beamwidth, Vertical Tolerance, degrees	±1.5	±0.8	±0.4	±0.3	±0.4
Beam Tilt, degrees	0–15	0–15	0–8	0–8	0–8
USLS, dB	17	15	16	17	18
Front-to-Back Total Power at 180° ± 30°, dB	18	21	28	28	28
CPR at Boresight, dB	15	14	21	22	25
CPR at Sector, dB	5	5	11	9	7
Isolation, dB	30	28	30	30	30
Isolation, Intersystem, dB	35	33	40	40	40
VSWR   Return Loss, dB	1.5   14.0	1.5   14.0	1.5   14.0	1.5   14.0	1.5   14.0
PIM, 3rd Order, 2 x 20 W, dBc	-153	-153	-153	-153	-153
Input Power per Port, maximum, watts	400	400	300	300	300
Polarization	±45°	±45°	±45°	±45°	±45°

\*Values calculated using NGMN Alliance N-P-BASTA v9.6

## Mechanical Specifications

Color   Radome Material	Light gray   Fiberglass, UV resistant
Connector Interface   Location   Quantity	7-16 DIN Female   Bottom   4
Wind Loading, maximum	403.0 N @ 150 km/h 90.6 lbf @ 150 km/h
Wind Speed, maximum	241.0 km/h   149.8 mph
Antenna Dimensions, L x W x D	1293.0 mm x 301.0 mm x 181.0 mm   50.9 in x 11.9 in x 7.1 in
Net Weight	15.5 kg   34.2 lb
Model with factory installed AISG 2.0 RET	DBXNH-6565A-A2M



# Product Specifications

COMMSCOPE®

SBNHH-1D65A

Andrew® Tri-band Antenna, 1 x 698–896 MHz and 2 x 1710–2360 MHz, 65° horizontal beamwidth, internal RET. Both high bands share the same electrical tilt.



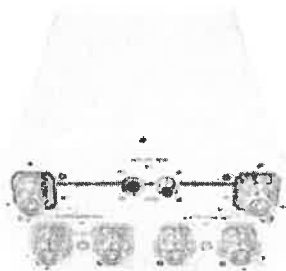
## Electrical Specifications

Frequency Band, MHz	698–806	806–896	1710–1880	1850–1990	1920–2180	2300–2360
Gain by all Beam Tilts, average, dBi	13.1	13.1	16.1	16.5	16.7	17.2
Gain by all Beam Tilts Tolerance, dB	±0.5	±0.5	±0.5	±0.3	±0.5	±0.4
Gain by Beam Tilt, average, dBi	0°   13.4 3°   13.1 10°   12.7	0°   13.4 9°   13.1 10°   12.7	0°   16.0 5°   16.3 10°   16.1	0°   16.5 5°   16.5 10°   16.5	0°   16.5 5°   16.8 10°   16.6	0°   17.0 5°   17.3 10°   16.9
Beamwidth, Horizontal, degrees	66	61	70	65	62	61
Beamwidth, Horizontal Tolerance, degrees	±3.1	±5.4	±2.8	±4	±6.6	±4.6
Beamwidth, Vertical, degrees	17.6	15.9	7.1	6.6	6.2	5.5
Beamwidth, Vertical Tolerance, degrees	±1.8	±1.4	±0.3	±0.4	±0.5	±0.3
Beam Tilt, degrees	0–18	0–18	0–10	0–10	0–10	0–10
USLS, dB	15	14	15	15	15	14
Front-to-Back Total Power at 180° ± 30°, dB	22	21	26	26	24	25
CPR at Boresight, dB	22	16	22	25	21	22
CPR at Sector, dB	10	6	12	8	5	4
Isolation, dB	25	25	25	25	25	25
Isolation, Intersystem, dB	30	30	30	30	30	30
VSWR   Return Loss, dB	1.5   14.0	1.5   14.0	1.5   14.0	1.5   14.0	1.5   14.0	1.5   14.0
PIM, 3rd Order, 2 x 20 W, dBc	-153	-153	-153	-153	-153	-153
Input Power per Port, maximum, watts	350	350	350	350	350	300
Polarization	±45°	±45°	±45°	±45°	±45°	±45°

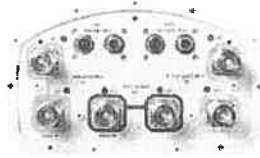
\*Values calculated using NGMN Alliance N-P-BASTA v9.6

## Mechanical Specifications

Color   Radome Material	Light gray   Fiberglass, UV resistant
Connector Interface   Location   Quantity	7-16 DIN Female   Bottom   6
Wind Loading, maximum	445.0 N @ 150 km/h 100.0 lbf @ 150 km/h
Wind Speed, maximum	241.4 km/h   150.0 mph
Antenna Dimensions, L x W x D	1398.0 mm x 301.0 mm x 180.0 mm   55.0 in x 11.9 in x 7.1 in
Net Weight	15.2 kg   33.5 lb



# NHH-65A-R2B



6-port sector antenna, 2x 698–896 and 4x 1695–2360 MHz, 65° HPBW, 2x RET. Both high bands share the same electrical tilt.

- Interleaved dipole technology providing for attractive, low wind load mechanical package
- Internal SBT on low and high band allow remote RET control from the radio over the RF jumper cable
- Separate RS-485 RET input/output for low and high band
- One RET for low band and one RET for both high bands to ensure same tilt level for 4x Rx or 4x MIMO

## Electrical Specifications

Frequency Band, MHz	698–806	806–896	1695–1880	1850–1990	1920–2200	2300–2360
Gain, dBi	13.4	13.5	16.4	16.5	17.1	17.5
Beamwidth, Horizontal, degrees	66	61	69	64	61	61
Beamwidth, Vertical, degrees	17.8	16.2	7.1	6.5	6.1	5.5
Beam Tilt, degrees	0–18	0–18	0–10	0–10	0–10	0–10
USLS (First Lobe), dB	18	16	18	17	16	15
Front-to-Back Ratio at 180°, dB	29	26	33	32	30	32
Isolation, Cross Polarization, dB	25	25	25	25	25	25
Isolation, Inter-band, dB	30	30	30	30	30	30
VSWR   Return Loss, dB	1.5   14.0	1.5   14.0	1.5   14.0	1.5   14.0	1.5   14.0	1.5   14.0
PIM, 3rd Order, 2 x 20 W, dBc	-153	-153	-153	-153	-153	-153
Input Power per Port at 50°C, maximum, watts	300	300	250	250	250	200
Polarization	±45°	±45°	±45°	±45°	±45°	±45°
Impedance	50 ohm	50 ohm	50 ohm	50 ohm	50 ohm	50 ohm

## Electrical Specifications, BASTA\*

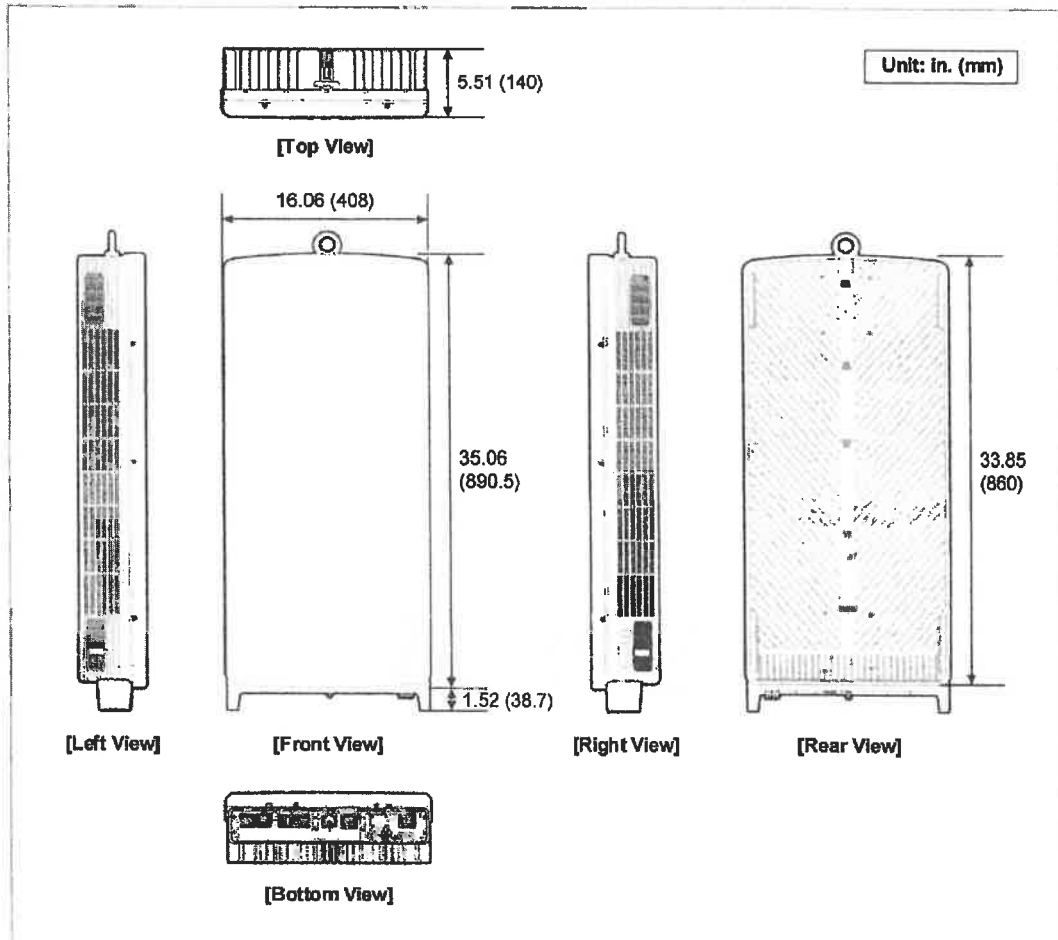
Frequency Band, MHz	698–806	806–896	1695–1880	1850–1990	1920–2200	2300–2360
Gain by all Beam Tilts, average, dBi	13.1	13.2	16.1	16.3	16.6	17.1
Gain by all Beam Tilts Tolerance, dB	±0.4	±0.5	±0.4	±0.4	±0.6	±0.5
Gain by Beam Tilt, average, dBi	0°   13.3 9°   13.2 18°   13.8	0°   13.4 9°   13.4 18°   12.7	0°   16.0 5°   16.1 10°   16.0	0°   16.1 5°   16.3 10°   16.3	0°   16.4 5°   16.7 10°   16.4	0°   17.0 5°   17.2 10°   16.7
Beamwidth, Horizontal Tolerance, degrees	±2.8	±3.6	±3.9	±3.5	±6.6	±4.6
Beamwidth, Vertical Tolerance, degrees	±1.5	±1.3	±0.3	±0.4	±0.5	±0.3
USLS, beampeak to 20° above beampeak, dB	15	16	12	13	13	14
Front-to-Back Total Power at 180° ± 30°, dB	24	23	27	26	23	26
CPR at Boresight, dB	18	19	20	22	21	22
CPR at Sector, dB	10	5	12	9	5	2

\* CommScope® supports NGMN recommendations on Base Station Antenna Standards (BASTA). To learn more about the benefits of BASTA, [download the whitepaper Time to Raise the Bar on BSAs](#).

## Array Layout

The following figures depict the physical views of the MT6407-77A.

Figure 1. Appearance



# Specifications

The following table displays the main specifications of the MT6407-77A.

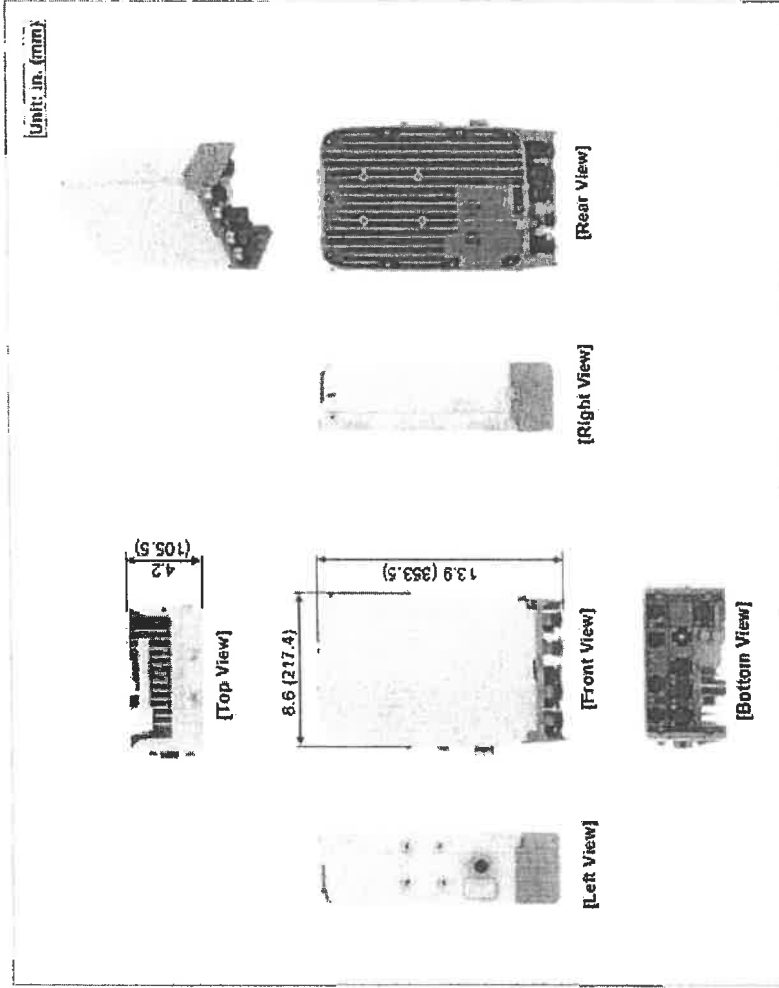
*Table 2. Specifications*

Item	Description
Air Technology	NR
Frequency	3700~3980 MHz
IBW	280 MHz
OBW	200 MHz
Carrier Bandwidth	20/40/60/80/100 MHz
Number of Carriers	2 carriers (Contiguous, Non-Contiguous) <ul style="list-style-type: none"> <li>• NR 1C: 20/40/60/80/100M</li> <li>• NR 1CC+1CC 20/40/60/80/100M + 20/40/60/80/100M</li> </ul>
Layer	<ul style="list-style-type: none"> <li>• DL: 16 Layers</li> <li>• UL: 16 RX (8 Layers)</li> </ul>
RF Chain	64T64R
Antenna Configuration	4 V16H with 192 AE
EIRP	78.5 dBm (53 dBm + 25.5 dBi)
Conductive Power	200 W
Spectrum Analyzer	TX/RX support
Modulation	DL 256QAM support, (DL 1024QAM with 1~2 dB power back-off)
Function Split	DL/UL Option 7-2x
Fronthaul Interface	CPRI, eCPRI
Optic Interface	4 ports (25 Gbps × 4), SFP28, single mode, Bi-di (Option: Duplex), 15 km
External Alarm	4 RX
Input Power	-48 VDC (-38 to -57 VDC)
Power Consumption[Note]	<ul style="list-style-type: none"> <li>• 1,395 W @ 100 % RF load, room temperature</li> <li>• 1,428 W @ 100 % RF load, all temperature</li> <li>• 1,003 W @ 40% RF load, room temperature</li> </ul>
Size (WHD)	408 × 890.5 × 140 mm (16.06 × 35.06 × 5.51 inch)
Volume	50.9 L
Weight	37 kg or less
Operating Temperature	-40~55 °C (w/o solar load)
Operating Humidity	5~100 % RH RH, non-condensing, not to exceed 30 g/m3 absolute humidity.
Waterproof/Dustproof	IEC 60529 IP65
Earthquake	Telcordia GR-63-Core, Zone4
Cooling	Natural convection
Mounting Options	Pole, wall

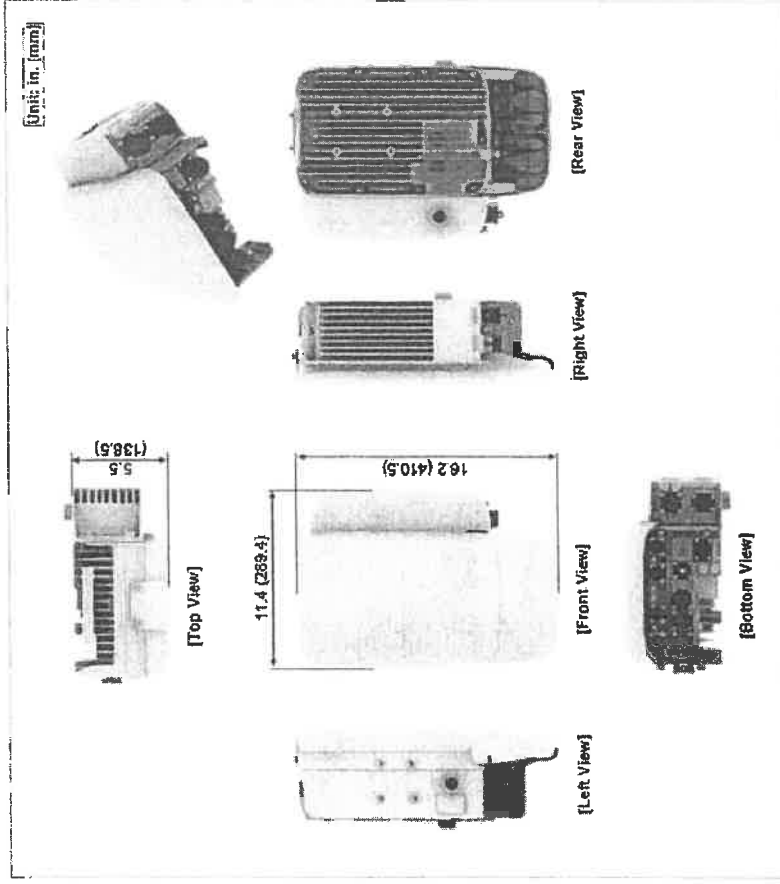


# Samsung LTE CBRs RT 4401-48A

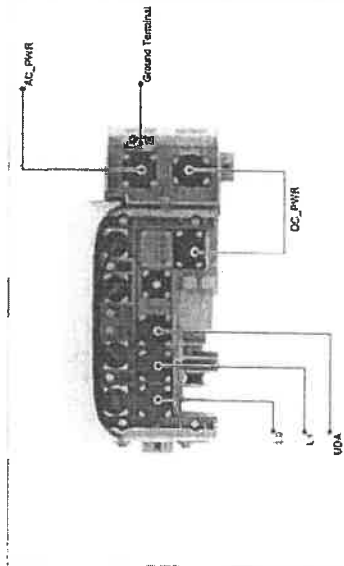
## Radio Dimensions



## Radio w/ AC to DC Adapter



# Samsung LTE CBRS RT4401-48A



Item	RT4401-48A specifications
Noise	Fanless (natural convection cooling)
Wind Resistance	Telcordia GR-487-CORE, Section 3.34
EMC	FCC Title 47, CFR Part 96
Safety	UL 60950-1 2nd ED UL 62368-1 UL 60950-22
RF	FCC Title 47, CFR Part 96

## AC-DC Converter

Item	AC-DC Power Unit
Input Voltage	90 to 260 V AC
Output Voltage	-48 VDC $\pm$ 5 %
Output Power	Maximum: 250 W
Surge	$\pm$ 20 kA (Line to Line, Line to PE)
Operating Temperature	-40 to +55°C
Ingress Protection Rating	IP65
Dimension (W x D x H)	4.13 in. (105 mm) x 3.27 in. (83 mm) x 11.5 in. (292.3 mm) : Including curve bulge
Weight	$\leq$ 5.51 lb (2.5 kg)

Item	RT4401-48A specifications
Air Technology	LTE
Band	Band 48 (3.5 GHz)
Operating Frequency (MHz)	3650 to 3700
Instantaneous Bandwidth (BW)	150 MHz/60 MHz
Carriers	5/10/15/20 MHz x 4 carriers
RF Chain	4TX/4RX
RF Output Power/EIRP	4 path x 5 W (Total: 20 W = 43 dBm) (EIRP): 47 dBm/10 MHz
RX Sensitivity	Typical: -101.5 dBm @ 1 Rx (3GPP 36.104, Wide Area)
Modulation	256-QAM support (1024-QAM with 1 to 2 dB power back-off)
Input Power	-48 VDC (-38 to -57 VDC, 1 SKU), with clip-on AC-DC converter (Option)
Power Consumption	About 160 Watt @ 100% RF load, typical conditions
Dimension (W x D x H)	8.55 in. (217.4 mm) x 4.15 in. (105.5 mm) x 13.91 in. (353.5 mm) * RRH only 11.39 in. (289.4 mm) x 5.45 in. (138.5 mm) x 16.2 in. (410.5 mm) * with Clip-on antenna, AC-DC power unit and Cable Cover
Volume	$\leq$ 7 L (without antenna), $\leq$ 9.6 L (with antenna)
Weight	$\leq$ 18.64 lb (8 kg), (without antenna) $\leq$ 23.14 lb (10.5 kg), (with antenna)
Operating Temperature	-40°C to +55°C (without solar load)
Cooling	Natural convection
Unwanted Emission	3GPP 36.104 Category A
Spectrum Analyzer	[B40]: FCC 47 CFR 96.41 e) TX/RX Support
Antenna Type	Integrated (Clip-on) antenna (Option), External antenna (Option)
Operating Humidity	5 to 100 (%) (RH), condensing, not to exceed 30 g/m <sup>3</sup> absolute humidity
Altitude	-50 to 1,800 m
Earthquake	Telcordia Earthquake Risk Zone4 (Telcordia GR-63-CORE)
Vibration in Use	Office Vibration
Transportation Vibration	Transportation Vibration

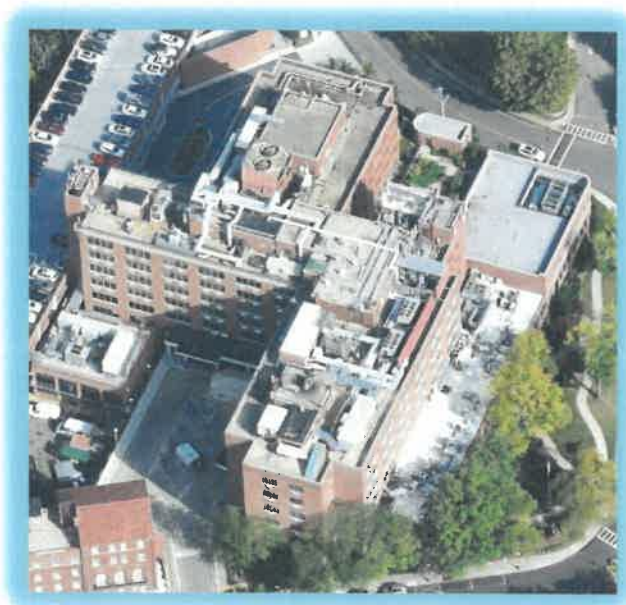
**EXHIBIT 4**  
**FCC RF Compliance Report**

# Radio Frequency - Electromagnetic Energy (RF-EME) Jurisdictional Report

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Site No. 145861  
55 Palmer Avenue  
Bronxville, New York 10708  
Westchester County  
40° 56' 31.89" N, -73° 50' 12.81" W NAD83

EBI Project No. 6221006067  
November 3, 2021



Prepared for:  
Verizon Wireless  
4 Centerock Road  
West Nyack, NY 10994

Prepared by:  
 **EBI Consulting**  
environmental | engineering | due diligence

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<b>3.0 WORST-CASE MODELING CALCULATIONS</b> .....	<b>2</b>
<b>4.0 MITIGATION/SITE CONTROL OPTIONS</b> .....	<b>3</b>
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## APPENDICES

- APPENDIX A CERTIFICATIONS**
- APPENDIX B RADIO FREQUENCY ELECTROMAGNETIC ENERGY SAFETY / VERTICAL ANTENNA PATTERNS / SIGNAGE PLANS**
- APPENDIX C FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS**

## **EXECUTIVE SUMMARY**

### **Purpose of Report**

EnviroBusiness Inc. (dba EBI Consulting) has been contracted by Verizon Wireless to conduct radio frequency electromagnetic (RF-EME) modeling for Verizon Wireless' upgrade to an existing facility ("Facility") located on the existing rooftop at 55 Palmer Avenue in Bronxville, New York ("Site") to determine RF-EME exposure levels from existing and proposed Verizon Wireless communications equipment at this Site. As described in greater detail in Appendix C of this report, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for the general population and for occupational activities. The FCC requires wireless system operators to perform an assessment of potential human exposure to RF fields emanating from all transmitting antennas at a site whenever antenna operations are added or modified, and to ensure compliance with the MPE limit in the FCC regulations. This report summarizes the results of RF-EME modeling in relation to relevant FCC RF-EME regulations/compliance standards.

This report describes modeling calculations of RF levels associated with the existing and proposed antennas. We have performed these modeling calculations at all roof level(s) and at street level employing standard FCC mathematical models for calculating the effects of the antennas in a conservative manner. Therefore, our results provide worst-case RF levels to ensure the conclusions are conservative with regard to compliance with the FCC limit for safe continuous exposure.

### **Statement of Compliance**

In this case, there are no other existing antenna carriers at the Site to include in the compliance assessment. Note that FCC regulations require any future antenna collocators to assess and assure continuing compliance based on the cumulative effects of all then-proposed and then-existing antennas at the Site. As presented in the sections below, our conclusions are based on worst-case modeling calculations related to the existing and proposed antennas.

At ground level, the maximum cumulative exposure level from Verizon Wireless at this Site is approximately 0.45 percent of the FCC's general population limit (0.09 percent of the FCC's occupational limit). Additionally, at the penthouse roof level and upper roof level, the maximum cumulative exposure level from Verizon Wireless at this Site may exceed both the FCC's general population and occupational limits. Workers accessing the rooftop should be informed about the presence and locations of antennas and their associated fields. Due to the use of such conservative calculations for purposes of our analysis, it should be noted that the exposure levels actually caused by the antennas will likely be less significant than the calculated results herein.

There may be exposures that exceed the general population and occupational limits at Sector A, B, and C. As a precaution Verizon Wireless recommends RF signage as outlined in Section 4.0 and within the Site Signage Plan (attached) to the extent not already installed. Notwithstanding, it is also recommended that in connection with a lockout/tagout procedure, any non-Verizon Wireless worker/contractor who will be working on the rooftop contact Verizon Wireless since only Verizon Wireless has the ability to lockout/tagout the Facility, or to authorize others to do so.

## **1.0 INTRODUCTION**

Verizon Wireless' public utility wireless communications facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send and

receive the wireless signals created by the transceivers to be most commonly received by individual subscriber units (wireless telephones). Transceivers are typically connected to antennas by fiber or coaxial cables.

Because of the short wavelength of the radio waves used in wireless services, the antennas require line-of-site paths for good propagation, and are typically installed a distance above ground level, affording a larger line of sight area. Antennas are constructed to propagate towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of such facilities, typically results in no exposure approaching Maximum Permissible Exposure (MPE) levels, with the exception of areas in close proximity in front of the antennas.

Emissions at or below MPE limits do not represent any health risk, since they are designed to provide a substantial margin of safety. Importantly, such limits are calculated to allow for continuous exposures, including a prudent margin of safety for all persons, regardless of age, gender, size or health.

## 2.0 SITE DESCRIPTION

This project site includes the following proposed wireless telecommunication antennas on a rooftop located at 55 Palmer Avenue in Bronxville, New York.

Ant #	NAME	Antenna Radiation Centerline	Antenna Model
1	Verizon Wireless	88.8	Commscope NHH-65A-R2B
2	Verizon Wireless	88.8	Commscope NHH-65A-R2B
3	Verizon Wireless	89.3	Samsung MT6407
4	Verizon Wireless	87.3	Samsung XXDWMM-12.5-65-8T
5	Verizon Wireless	87.3	Commscope DBXNH-6565A-A2M
6	Verizon Wireless	88.8	Commscope NHH-65A-R2B
7	Verizon Wireless	88.8	Commscope NHH-65A-R2B
8	Verizon Wireless	89.3	Samsung MT6407
9	Verizon Wireless	87.3	Samsung XXDWMM-12.5-65-8T
10	Verizon Wireless	87.3	Commscope DBXNH-6565A-A2M
11	Verizon Wireless	88.8	Commscope NHH-65A-R2B
12	Verizon Wireless	88.8	Commscope NHH-65A-R2B
13	Verizon Wireless	89.3	Samsung MT6407
14	Verizon Wireless	87.3	Samsung XXDWMM-12.5-65-8T
15	Verizon Wireless	87.3	Commscope DBXNH-6565A-A2M

The above table contains an inventory of proposed Verizon Wireless Antennas. Note that for modeling purposes, EBI uses a conservative/worst-case assumed set of antenna specifications and powers. The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational exposure limits (for workers) and general population exposure limits for members of the general population. This analysis has considered exposures with respect to both occupational and general population limits to provide a fully comprehensive report. Additional information regarding occupational/general population exposure limits is provided in Appendix C. Appendix B presents a site signage plan that provides a plan view of the rooftop with antenna locations.

## 3.0 WORST-CASE MODELING CALCULATIONS

EBI has performed MPE modeling calculations using RoofMaster™ software to estimate the worst-case cumulative power density resulting from operation of antennas at the Site. RoofMaster™ is a widely-used MPE modeling program that has been developed to predict RF power density values for rooftop and tower

telecommunications sites produced by antennas that are typically used in connection with wireless services. Using the computational methods set forth in Federal Communications Commission (FCC) Office of Engineering & Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields" (OET-65), RoofMaster™ calculates predicted power density in a scalable grid based on the contributions of all RF sources characterized in the study scenario. At each grid location, the cumulative power density is expressed as a percentage of the FCC limits. Manufacturer antenna pattern data is utilized in these calculations. RoofMaster™ models consist of the Far Field model as specified in OET-65 and an implementation of the OET-65 Cylindrical Model (Sula9). The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

For this report, EBI utilized antenna and power data provided by Verizon Wireless and information gathered from other sources. As noted above, where information was not available EBI used the conservative/worst-case assumed set of antenna specifications and power. EBI then compared the resultant worst-case MPE levels to the FCC's occupational exposure limits outlined in OET Bulletin 65. The parameters used for modeling are summarized in the Site Description antenna inventory table in Section 2.0.

There are no other wireless carriers with equipment installed at this site.

At ground level the maximum cumulative exposure level from Verizon Wireless at this Site is approximately 0.45 percent of the FCC's general population limit (0.09 percent of the FCC's occupational limit). Additionally, at the penthouse roof level and upper roof level, the maximum cumulative exposure level from Verizon Wireless at this Site may exceed both the FCC's general population and occupational limits. Workers accessing the rooftop should be informed about the presence and locations of antennas and their associated fields.

A site would be considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards. Since Verizon Wireless will be the only carrier at this Site, Verizon Wireless will be responsible for any mitigation (if required) in connection with the Facility.

The inputs used in the modeling are summarized in the Site Description antenna inventory table in Section 2.0. Signage recommendations based on the RoofMaster™ modeling results are presented in Appendix B.

#### **4.0 MITIGATION/SITE CONTROL OPTIONS**

EBI's modeling indicates that based on worst-case modeling calculations related to the existing and proposed antennas at ground level, the maximum cumulative exposure level from all carriers on this Site is approximately 0.45 percent of the FCC's general population limit (0.09 percent of the FCC's occupational limit). Additionally, at the penthouse roof level and upper roof level, the maximum cumulative exposure level from Verizon Wireless on this Site may exceed both the FCC's general population and occupational limits. As a precaution, it is recommended that, in order to notify anyone accessing the rooftop, a Guidelines sign and an NOC Information sign be installed at each access point to the rooftop. With regard to interference, Verizon Wireless is operating on frequencies under which are authorized by the FCC. As such, interference is not expected to be a factor at this site.

Additionally, yellow Caution signs are recommended for installation behind the Verizon Wireless Sector A, B, and C antennas at the penthouse roof level and in front the Sector A antennas on the upper roof



level, and blue Notice signs are recommended for installation beside the Verizon Wireless Sector B and C antennas at the penthouse roof level as indicated in the Site Signage Plan. These signs must be placed in a conspicuous manner so that they are visible to any person approaching the antennas from any walking surface. There are no barriers recommended on this site as the antennas are within 6 feet of an unprotected roof edge.

These protocols and recommended control measures have been summarized and included with a graphic representation of the antennas and associated signage and control areas in a RF-EME Site Signage Plan, which is included as Appendix B.

Implementation of the signage recommended in the Site Signage Plan and in this report will bring this site into compliance with the FCC's rules and regulations.

## **5.0 SUMMARY AND CONCLUSIONS**

EBI has prepared a Radiofrequency – Electromagnetic Energy (RF-EME) Compliance Report in connection with Verizon Wireless' existing and proposed telecommunications equipment to be installed by at 55 Palmer Avenue in Bronxville, New York to determine worst-case calculated RF-EME exposure levels from the proposed Facility at this Site. This report summarizes the results of RF-EME modeling in relation to relevant Federal Communications Commission (FCC) RF-EME compliance standards for limiting human exposure to RF-EME fields.

As presented in the sections above, based on the FCC criteria, at ground level, the maximum cumulative exposure level from all existing and proposed carriers on this Site is approximately 0.45 percent of the FCC's general population limit (0.09 percent of the FCC's occupational limit). Additionally, at the penthouse roof level and upper roof level, the maximum cumulative exposure level from Verizon Wireless on this Site may exceeds both the FCC's general population and occupational limits.

Workers should be informed about the presence and locations of antennas and their associated fields. Recommended control measures (if any) are outlined in Section 4.0 and within the Site Signage Plan (attached) to the extent not already installed. Workers who will be working in areas of exceedance, if any, are required to contact Verizon Wireless since only Verizon Wireless has the ability to lockout/tagout the facility, or to authorize others to do so.

The results of the calculations, along with the described control measures (if any), combine to satisfy the FCC's RF compliance requirements and associated guidelines.

As noted above, because of the conservative calculation methodology and operational assumptions applied in the analysis based on the table in Section 2.0, the actual MPE levels of the existing and proposed Verizon Wireless antennas will likely be less significant than the calculated results here indicate.

## **6.0 LIMITATIONS**

This report was prepared at the request of Verizon Wireless. It was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI are based solely on the information provided by the client. The observations in this report are valid on the date of the investigation. Any additional information that becomes available concerning the Site should be provided to EBI so that our conclusions may be revised and modified, if necessary. This report has been prepared in accordance with Standard Conditions for Engagement and authorized proposal, both of which are integral parts of this report. No other warranty, expressed or implied, is made.


# **Appendix A**

## **Certifications**

## Preparer Certification

I, Andrew Simpson, state that:

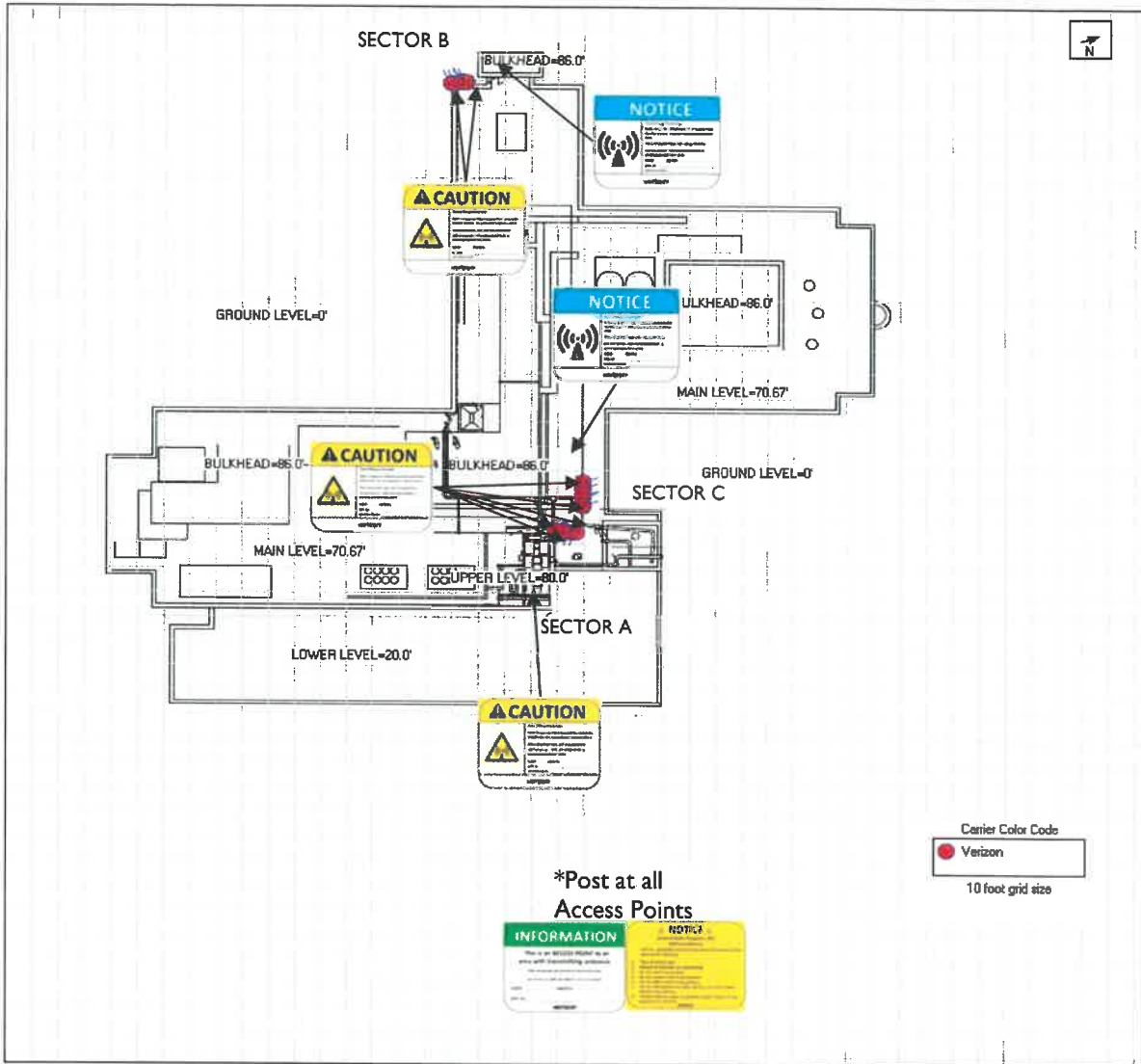
- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified “occupational” under the FCC regulations.
- I am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.







Andrew Simpson

**Appendix B**  
**Radio Frequency Electromagnetic Energy**  
**Safety Information and Signage Plans**

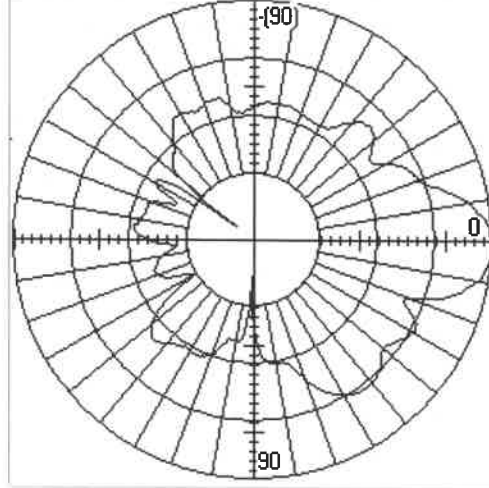
## Verizon Wireless Signage Plan



Sign	Posting Instructions	Required Signage / Mitigation
	Securely post at every point of access to the site.	1 on each of the two access doors
	Securely post at every point of access to the site.	1 on each of the two access doors
	Securely post in a manner conspicuous to all individuals entering thereon as indicated in the signage plan.	1 approximately 6 feet to the right of Sector A 1 approximately 10 feet to the right of Sector C
	Securely post in a manner conspicuous to all individuals entering thereon as indicated in the signage plan.	4 on approaching sides and front of barrier at Sector A 2 behind Sector B 2 behind Sector C

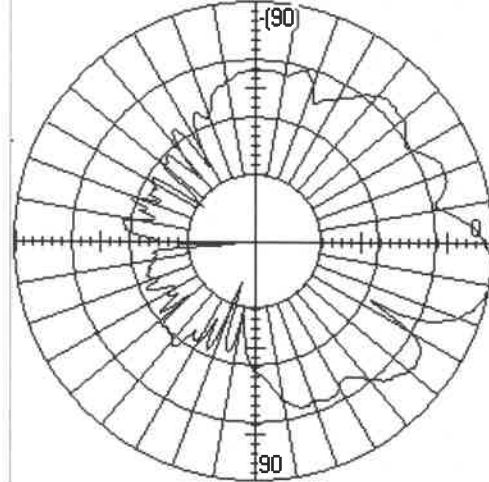
## Vertical Antenna Patterns

Verical Pattern



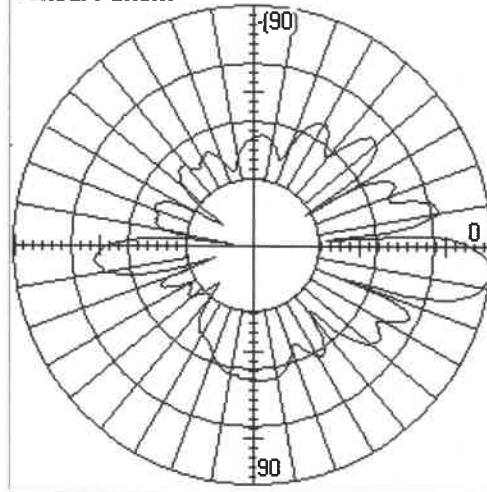
Commscope NHH-65A-R2B 700MHz

Verical Pattern



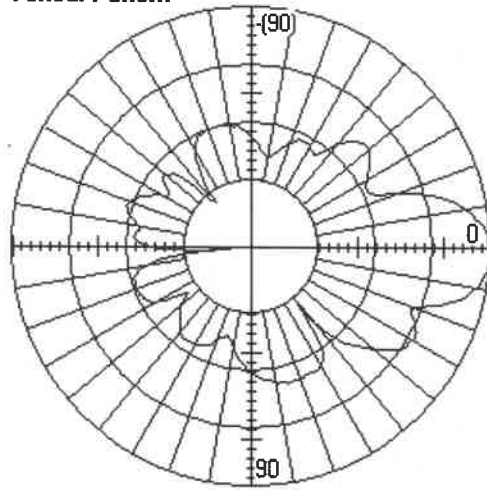
Samsung XXDWMM-12.5-65-8T 3550MHz

**Verical Pattern**



**Samsung MT6407 3700MHz**

**Verical Pattern**



**Commscope DBXNH-6565A-VTM 850MHz**

## RF Signage and Safety Information

### RF Signage

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines. These areas must be demarcated by conspicuously posted signage that identifies the potential exposure. Signage must be viewable regardless of the viewer's position. Signs must be legible and readily viewable and readable at a minimum distance of five feet (1.52 meters) from the boundary (and as necessary on approach to this boundary) at which the applicable limits are exceeded, and that controls or indicators be placed at compliance boundaries. The minimum readable letter height at 5 feet from the signage is 0.20 inches for the Message and 0.44 inches for the Signal.

GUIDELINES	NOTICE	CAUTION	WARNING
This sign will inform anyone of the basic precautions to follow when entering an access point to an area with transmitting radiofrequency equipment.	This sign indicates that RF emissions may exceed the FCC General Population MPE limit.	This sign indicates that RF emissions may exceed the FCC Occupational MPE limit.	This sign indicates that RF emissions may exceed at least 10x the FCC Occupational MPE limit.

NOC INFORMATION	INFORMATION
Information signs are used as a means to provide contact information for any questions or concerns. They will include specific cell site identification information and the Verizon Wireless Network Operations Center phone number.	

### Physical Barriers

Physical barriers are control measures that require awareness and participation of personnel. Physical barriers are employed as an additional administration control to complement RF signage and physically demarcate an area in which RF exposure levels may exceed the FCC General Population limit. **Example:** chain-connected stanchions

### Indicative Markers

Indicative markers are visible control measures that require awareness and participation of personnel, as they cannot physically prevent someone from entering an area of potential concern. Indicative markers are employed as an additional administration control to complement RF signage and visually demarcate an area in which RF exposure levels may exceed the FCC General Population limit. **Example:** paint stripes

### Occupational Safety and Health Administration (OSHA) Requirements

A formal adopter of FCC Standards, OSHA stipulates that those in the Occupational classification must complete training in the following: RF Safety, RF Awareness, and Utilization of Personal Protective Equipment. OSHA also provides options for Hazard Prevention and Control:

Hazard Prevention	Control
<ul style="list-style-type: none"> <li>• Utilization of good equipment</li> <li>• Enact control of hazard areas</li> <li>• Limit exposures</li> <li>• Employ medical surveillance and accident response</li> </ul>	<ul style="list-style-type: none"> <li>• Employ Lockout/Tag out</li> <li>• Utilize personal alarms &amp; protective clothing</li> <li>• Prevent access to hazardous locations</li> <li>• Develop or operate an administrative control program</li> </ul>



**Appendix C**  
**Federal Communications**  
**Commission (FCC) Requirements**

The FCC has established Maximum Permissible Exposure (MPE) limits for human exposure to Radiofrequency Electromagnetic (RF-EME) energy fields, based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general population/uncontrolled population exposure limits for members of the general population.

**Occupational/controlled exposure limits** apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

**General population/uncontrolled exposure limits** apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related.

Table I and Figure I (below), which are included within the FCC's OET Bulletin 65, summarize the MPE limits for RF emissions. These limits are designed to provide a substantial margin of safety. They vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different durations resulting from occupational and general population exposures.

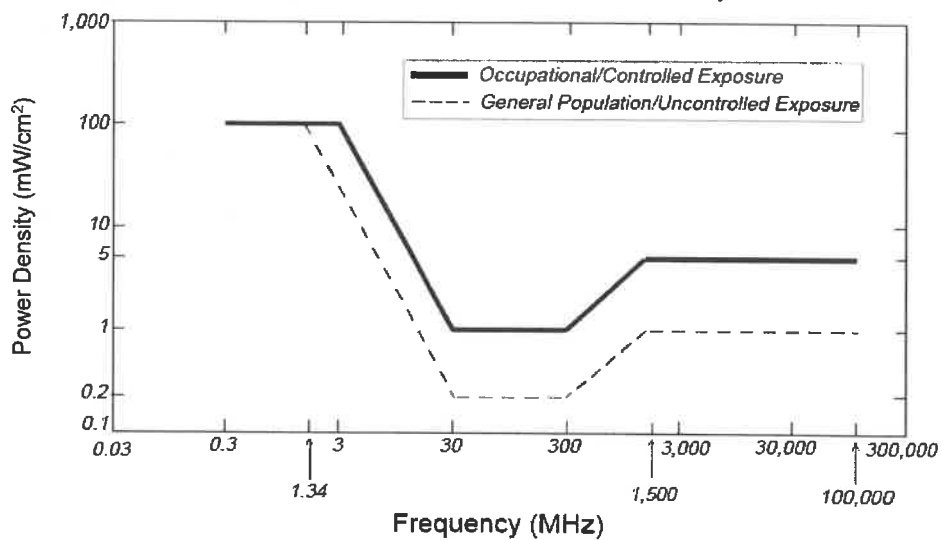
The FCC's MPEs are measured in terms of power (mW) over a unit surface area (cm<sup>2</sup>). Known as the power density, the FCC has established an occupational MPE of 5 milliwatts per square centimeter (mW/cm<sup>2</sup>) and an uncontrolled MPE of 1 mW/cm<sup>2</sup> for equipment operating in the 1900 MHz frequency range. For the Verizon Wireless equipment operating at 700 MHz or 850 MHz, the FCC's occupational MPE is 2.83 mW/cm<sup>2</sup> and an uncontrolled MPE of 0.57 mW/cm<sup>2</sup>. For the Verizon Wireless equipment operating at 1900 MHz, the FCC's occupational MPE is 5.0 mW/cm<sup>2</sup> and an uncontrolled MPE limit of 1.0 mW/cm<sup>2</sup>. These limits are considered protective of these populations.

Table I: Limits for Maximum Permissible Exposure (MPE)				
(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm <sup>2</sup> )	Averaging Time [E] <sup>2</sup> , [H] <sup>2</sup> , or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f <sup>2</sup> )*	6
30-300	61.4	0.163	1.0	6
300-1,500	--	--	f/300	6
1,500-100,000	--	--	5	6
(B) Limits for General Population/Uncontrolled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm <sup>2</sup> )	Averaging Time [E] <sup>2</sup> , [H] <sup>2</sup> , or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f <sup>2</sup> )*	30
30-300	27.5	0.073	0.2	30
300-1,500	--	--	f/1,500	30
1,500-100,000	--	--	1.0	30

f = Frequency in (MHz)

\* Plane-wave equivalent power density

**Figure 1. FCC Limits for Maximum Permissible Exposure (MPE)**  
 Plane-wave Equivalent Power Density



Based on the above, the most restrictive thresholds for exposures of unlimited duration to RF energy for several personal wireless services are summarized below:

<b>Personal Wireless Service</b>	<b>Approximate Frequency</b>	<b>Occupational MPE</b>	<b>Public MPE</b>
Microwave (Point-to-Point)	5,000 - 80,000 MHz	5.00 mW/cm <sup>2</sup>	1.00 mW/cm <sup>2</sup>
Broadband Radio (BRS)	2,600 MHz	5.00 mW/cm <sup>2</sup>	1.00 mW/cm <sup>2</sup>
Wireless Communication (WCS)	2,300 MHz	5.00 mW/cm <sup>2</sup>	1.00 mW/cm <sup>2</sup>
Advanced Wireless (AWS)	2,100 MHz	5.00 mW/cm <sup>2</sup>	1.00 mW/cm <sup>2</sup>
Personal Communication (PCS)	1,950 MHz	5.00 mW/cm <sup>2</sup>	1.00 mW/cm <sup>2</sup>
Cellular Telephone	870 MHz	2.90 mW/cm <sup>2</sup>	0.58 mW/cm <sup>2</sup>
Specialized Mobile Radio (SMR)	855 MHz	2.85 mW/cm <sup>2</sup>	0.57 mW/cm <sup>2</sup>
Long Term Evolution (LTE)	700 MHz	2.33 mW/cm <sup>2</sup>	0.47 mW/cm <sup>2</sup>
Most Restrictive Frequency Range	30-300 MHz	1.00 mW/cm <sup>2</sup>	0.20 mW/cm <sup>2</sup>

MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

Verizon Wireless' public utility wireless communications facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (wireless telephones). Transceivers are typically connected to antennas by fiber or coaxial cables.

Because of the short wavelength of the radio waves used in wireless services, the antennas require line-of-sight paths for good propagation, and are typically installed above ground level, affording a larger line of sight area. Antennas are constructed to propagate towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of such facilities, typically results in no exposure approaching Maximum Permissible Exposure (MPE) levels, with the exception of areas directly in front of the antennas.

### **FCC Compliance Requirement**

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

**EXHIBIT 5**  
**FCC License**



**Federal Communications Commission**  
Wireless Telecommunications Bureau

**RADIO STATION AUTHORIZATION**

LICENSEE: CELLCO PARTNERSHIP

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

<b>Call Sign</b> WQIQ689	<b>File Number</b> 0008587211
<b>Radio Service</b> WU - 700 MHz Upper Band (Block C)	

FCC Registration Number (FRN): 0003290673

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

**Waivers/Conditions:**

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

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

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

**Conditions:**

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

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

**Licensee Name:** CELLCO PARTNERSHIP

**Call Sign:** WQJQ689

**File Number:** 0008587211

**Print Date:** 09-13-2019

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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**Federal Communications Commission**  
Wireless Telecommunications Bureau

**RADIO STATION AUTHORIZATION**

LICENSEE: CELLCO PARTNERSHIP

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

<b>Call Sign</b> WQBT539	<b>File Number</b> 0007490681
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

<b>Grant Date</b> 12-06-2016	<b>Effective Date</b> 12-06-2016	<b>Expiration Date</b> 01-03-2027	<b>Print Date</b> 12-07-2016
<b>Market Number</b> BTA321	<b>Channel Block</b> C	<b>Sub-Market Designator</b> 4	
<b>Market Name</b> New York, NY			
<b>1st Build-out Date</b> 12-07-2003	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

This authorization is conditioned upon the full and timely payment of all monies due pursuant to Sections 1.2110 and 24.711 of the Commission's Rules and the terms of the Commission's installment plan as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.

**Conditions:**

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

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



**Licensee Name:** CELLCO PARTNERSHIP

**Call Sign:** WQBT539

**File Number:** 0007490681

**Print Date:** 12-07-2016

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

Pursuant to Order DA 03-617 (rel. March 3, 2003), the designated entity holding period for this license is extended by 703 days, or until the licensee meets its five-year construction requirement, whichever is sooner.

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

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

Call Sign KNLH264	File Number 0007716974
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

Grant Date 06-02-2017	Effective Date 06-02-2017	Expiration Date 06-27-2027	Print Date 06-06-2017
Market Number BTA321	Channel Block F	Sub-Market Designator 0	
Market Name New York, NY			
1st Build-out Date 06-27-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

This authorization is conditioned upon the full and timely payment of all monies due pursuant to Sections 1.2110 and 24.716 of the Commission's Rules and the terms of the Commission's installment plan as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.

Conditions:

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

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

**Licensee Name:** CELLCO PARTNERSHIP

**Call Sign:** KNLH264

**File Number:** 0007716974

**Print Date:** 06-06-2017

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



**Federal Communications Commission**  
**Wireless Telecommunications Bureau**  
**RADIO STATION AUTHORIZATION**

LICENSEE: CELLCO PARTNERSHIP

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

<b>Call Sign</b> WQGB263	<b>File Number</b> 0009783847
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

<b>Grant Date</b> 01-11-2022	<b>Effective Date</b> 01-11-2022	<b>Expiration Date</b> 11-29-2036	<b>Print Date</b> 01-12-2022
<b>Market Number</b> CMA001	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> New York, NY-NJ/Nassau-Suffolk			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

**Conditions:**

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

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

**Licensee Name:** CELLCO PARTNERSHIP

**Call Sign:** WQGB263

**File Number:** 0009783847

**Print Date:** 01-12-2022

The license is subject to compliance with the provisions of the January 12, 2001 Agreement between Deutsche Telekom AG, VoiceStream Wireless Corporation, VoiceStream Wireless Holding Corporation and the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), which addresses national security, law enforcement, and public safety issues of the FBI and the DOJ regarding the authority granted by this license. Nothing in the Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. Section 222(a) and (c)(1) and the FCC's implementing regulations. The Agreement is published at VoiceStream-DT Order, IB Docket No. 00-187, FCC 01-142, 16 FCC Rcd 9779, 9853 (2001).

Official Copy

**Licensee Name:** CELLCO PARTNERSHIP

**Call Sign:** WQGB263

**File Number:** 0009783847

**Print Date:** 01-12-2022

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Official Copy



**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: CELLCO PARTNERSHIP

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

<b>Call Sign</b> WQGA906	<b>File Number</b> 0009773259
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

**FCC Registration Number (FRN):** 0003290673

<b>Grant Date</b> 12-21-2021	<b>Effective Date</b> 12-21-2021	<b>Expiration Date</b> 11-29-2036	<b>Print Date</b> 12-21-2021
<b>Market Number</b> BEA010	<b>Channel Block</b> B	<b>Sub-Market Designator</b> 15	
<b>Market Name</b> New York-No. New Jer.-Long Isl			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

**Conditions:**

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

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

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQGA906

File Number: 0009773259

Print Date: 12-21-2021

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Official Copy





**Federal Communications Commission**  
**Wireless Telecommunications Bureau**  
**RADIO STATION AUTHORIZATION**

LICENSEE: CELLCO PARTNERSHIP

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

<b>Call Sign</b> WRNE581	<b>File Number</b>
<b>Radio Service</b> PM - 3.7 GHz Service	

FCC Registration Number (FRN): 0003290673

<b>Grant Date</b> 07-23-2021	<b>Effective Date</b> 07-23-2021	<b>Expiration Date</b> 07-23-2036	<b>Print Date</b>
<b>Market Number</b> PEA001	<b>Channel Block</b> A1	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> New York, NY			
<b>1st Build-out Date</b> 07-23-2029	<b>2nd Build-out Date</b> 07-23-2033	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

Operation for this combination license grants both interim and final rights for this PEA and is not impacted by the relocation process pursuant to 47 CFR ? 27.1412(g).

License is conditioned on compliance with all applicable FCC rules and regulations, including licensee making payments required by 47 C.F.R. §§ 27.1401- 27.1424 as described in FCC 20-22. See FCC 20-22, paras. 178-331.

**Conditions:**

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

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

**Licensee Name:** CELCO PARTNERSHIP

**Call Sign:** WRNE581

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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CONFIDENTIAL



**Federal Communications Commission**  
**Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: VERIZON WIRELESS NETWORK PROCUREMENT LP

ATTN: REGULATORY  
 VERIZON WIRELESS NETWORK PROCUREMENT LP  
 5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING  
 ALPHARETTA, GA 30022

<b>Call Sign</b> WRLD741	<b>File Number</b> 0009223228
<b>Radio Service</b> PL - 3.5 GHz Band Priority Access License	

FCC Registration Number (FRN): 0029515327

<b>Grant Date</b> 03-12-2021	<b>Effective Date</b> 03-12-2021	<b>Expiration Date</b> 03-12-2031	<b>Print Date</b> 03-17-2021
<b>Market Number</b> D36087	<b>Channel Block</b>	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> ROCKLAND, NY			
<b>1st Build-out Date</b> 03-12-2031	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

NONE

**Conditions:**

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

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

**Licensee Name:** VERIZON WIRELESS NETWORK

**Call Sign:** WRLD741

**File Number:** 0009223228

**Print Date:** 03-17-2021

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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**EXHIBIT 6**  
**Structural Capacity Verification Letter**



**SCHERER DESIGN GROUP, LLC**  
Consulting Engineers • Construction Inspectors

Colleen Connolly, PE  
*Partner/CEO*  
Glenn J. Scherer, PE  
*Partner/CFO*  
Steven Krug, PE  
*Partner/COO*

August 12<sup>th</sup>, 2021

New York SMSA Limited Partnership d/b/a Verizon Wireless: Mount Vernon 3  
55 Palmer Avenue  
Bronxville, NY 10708

To Whom It May Concern,

Scherer Design Group, LLC (SDG) has performed a visual structural assessment of the proposed antenna work for the above referenced wireless facility. The work consists of the removal of the existing Verizon Wireless panel antennas and installation of proposed replacement antennas at the existing antenna elevation and appurtenances attached to the existing antenna mounts.

It is our opinion that the existing mounts and the building have adequate capacity to support the proposed loading, based upon empirical design methodology. This opinion is based upon the condition that unforeseen/obstructed structural deficiencies in the existing antenna mounting attachments do not exist.

Accordingly, if any deficiencies in the mounting hardware are discovered at the time of construction they shall be reported to the design engineer immediately for review.

Should you have any questions or comments in regards to any of the above information, please contact me at (908)-323-2513

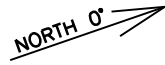
Regards,



Colleen Connolly  
NY PE#087018





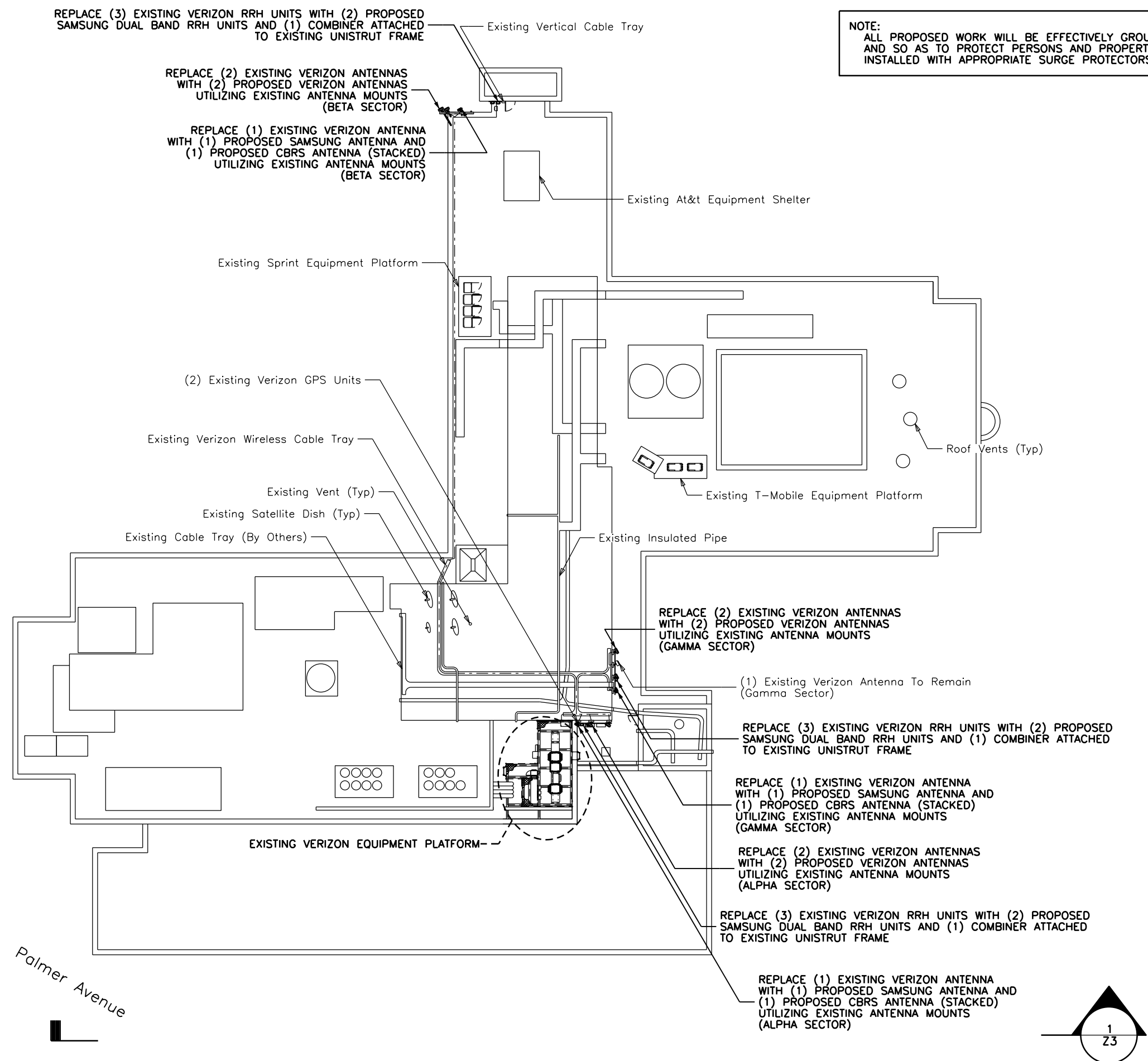


REPLACE (3) EXISTING VERIZON RRH UNITS WITH (2) PROPOSED SAMSUNG DUAL BAND RRH UNITS AND (1) COMBINER ATTACHED TO EXISTING UNISTRUT FRAME

REPLACE (2) EXISTING VERIZON ANTENNAS WITH (2) PROPOSED VERIZON ANTENNAS UTILIZING EXISTING ANTENNA MOUNTS (BETA SECTOR)

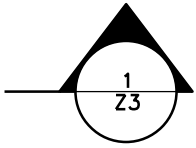
REPLACE (1) EXISTING VERIZON ANTENNA WITH (1) PROPOSED SAMSUNG ANTENNA AND (1) PROPOSED CBRS ANTENNA (STACKED) UTILIZING EXISTING ANTENNA MOUNTS (BETA SECTOR)

**NOTE:**  
ALL PROPOSED WORK WILL BE EFFECTIVELY GROUNDED AND SO AS TO PROTECT PERSONS AND PROPERTY AND INSTALLED WITH APPROPRIATE SURGE PROTECTORS.



- NOTES:**
- ALL PROPOSED ANTENNAS, CABLING AND MOUNTING HARDWARE TO BE PAINTED TO MATCH EXISTING
  - INSTALL (1) DIPLEXER AT ALPHA & BETA SECTORS

Palmer Avenue



Shelbourne at Hunterdon  
53 Frontage Road, Suite 260  
Hampton, NJ 08827  
Ph 908.323.2513 Fax 908.323.2525  
www.schererdesigngroup.com

COLLEEN CONNOLLY  
NY PROFESSIONAL ENGINEER # 087018  
IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DOCUMENT IN ANY WAY. SIGNATURE AND SEAL NOT VALID UNLESS ORIGINAL.

**APPLICANT:**

**verizon** WIRELESS

4 CENTEROCK ROAD  
WEST NYACK, NY 10994

CONTRACTOR SHALL CONTACT SDG PRIOR TO ORDERING MATERIALS OR BEGINNING CONSTRUCTION TO ENSURE THAT THEY HAVE THE LATEST REVISION OF THE CONSTRUCTION DOCUMENTS.

NO.	ISSUE OR REVISION	DATE	BY
0	ISSUED FOR PERMIT	08/12/21	YM

**PROJECT TITLE:**

CONSTRUCTION DOCUMENTS

NEW YORK SMSA  
LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS

55 PALMER AVE.  
BRONXVILLE, NY 10708

SDG PROJECT #: 21VL6155

SCALE: AS NOTED      DATE: 08/12/21

DRAWN BY: YM      CHECKED BY: LM

**DRAWING TITLE:**

ROOF PLAN

DRAWING NO.: Z2      PAGE NO.: 2 of 4





Shelbourne at Hunterdon  
 53 Frontage Road, Suite 260  
 Hampton, NJ 08827  
 Ph 908.323.2513 Fax 908.323.2525  
 www.schererdesigngroup.com

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APPLICANT:



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NO.	ISSUE OR REVISION	DATE	BY
0	ISSUED FOR PERMIT	08/12/21	YM

PROJECT TITLE:

CONSTRUCTION DOCUMENTS

NEW YORK SMSA  
 LIMITED PARTNERSHIP  
 d/b/a VERIZON WIRELESS

55 PALMER AVE.  
 BRONXVILLE, NY 10708

SDG PROJECT #: 21VL6155

SCALE: AS NOTED DATE: 08/12/21

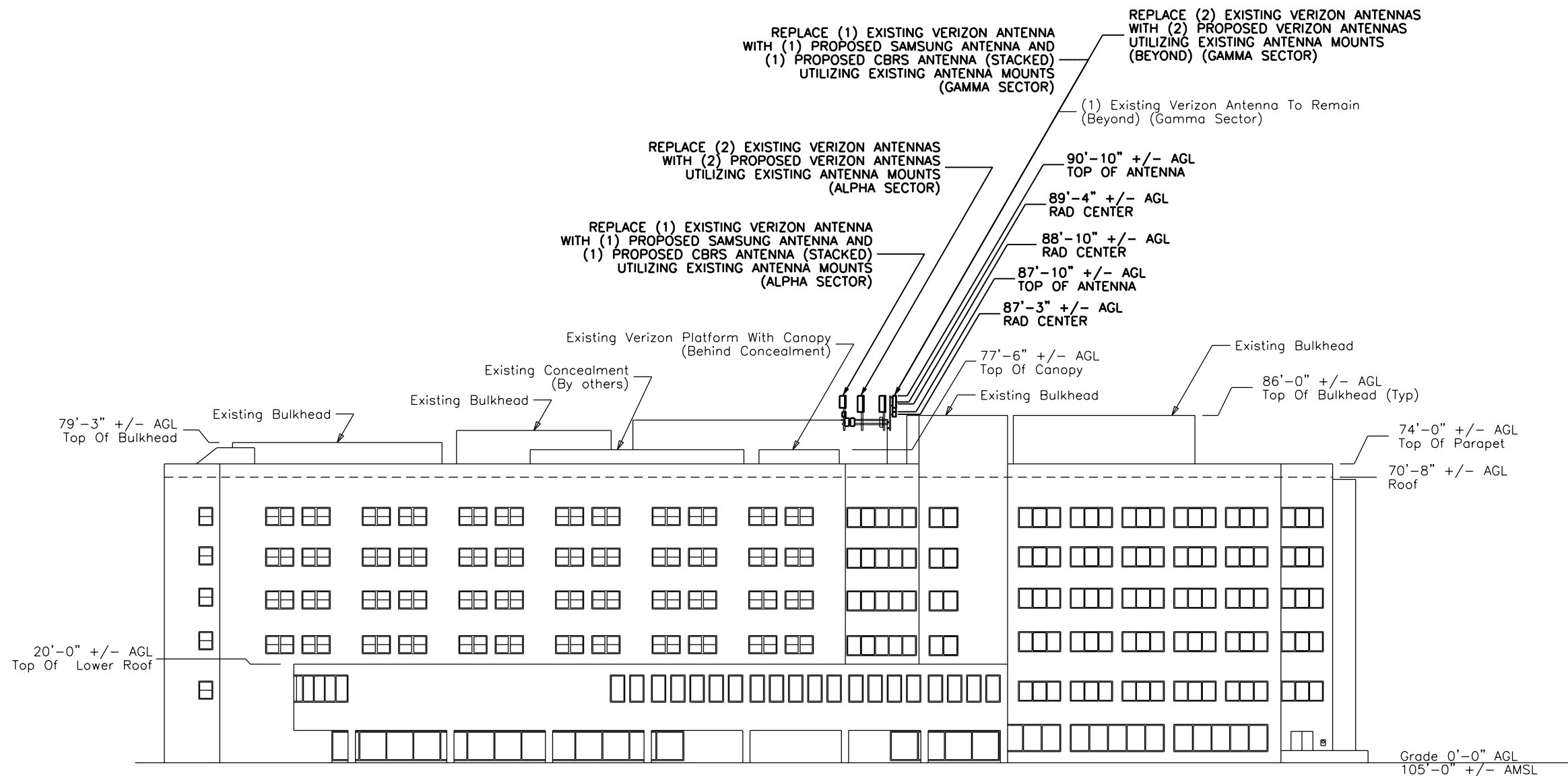
DRAWN BY: YM CHECKED BY: LM

DRAWING TITLE:

ELEVATION

DRAWING NO.: PAGE NO.:

Z3 3 of 4

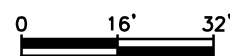


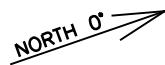
NOTES:

- BETA SECTOR NOT SHOWN FOR CLARITY (BEYOND)
- ALL PROPOSED ANTENNAS, CABLING AND MOUNTING HARDWARE TO BE PAINTED TO MATCH EXISTING

1 ELEVATION PLAN

11x17 SCALE: 1/32" = 1'-0" 22x34 SCALE: 1/16" = 1'-0"





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 Hampton, NJ 08827  
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NO.	ISSUE OR REVISION	DATE	BY
0	ISSUED FOR PERMIT	08/12/21	YM

PROJECT TITLE:

CONSTRUCTION DOCUMENTS

NEW YORK SMSA  
 LIMITED PARTNERSHIP  
 d/b/a VERIZON WIRELESS

55 PALMER AVE.  
 BRONXVILLE, NY 10708

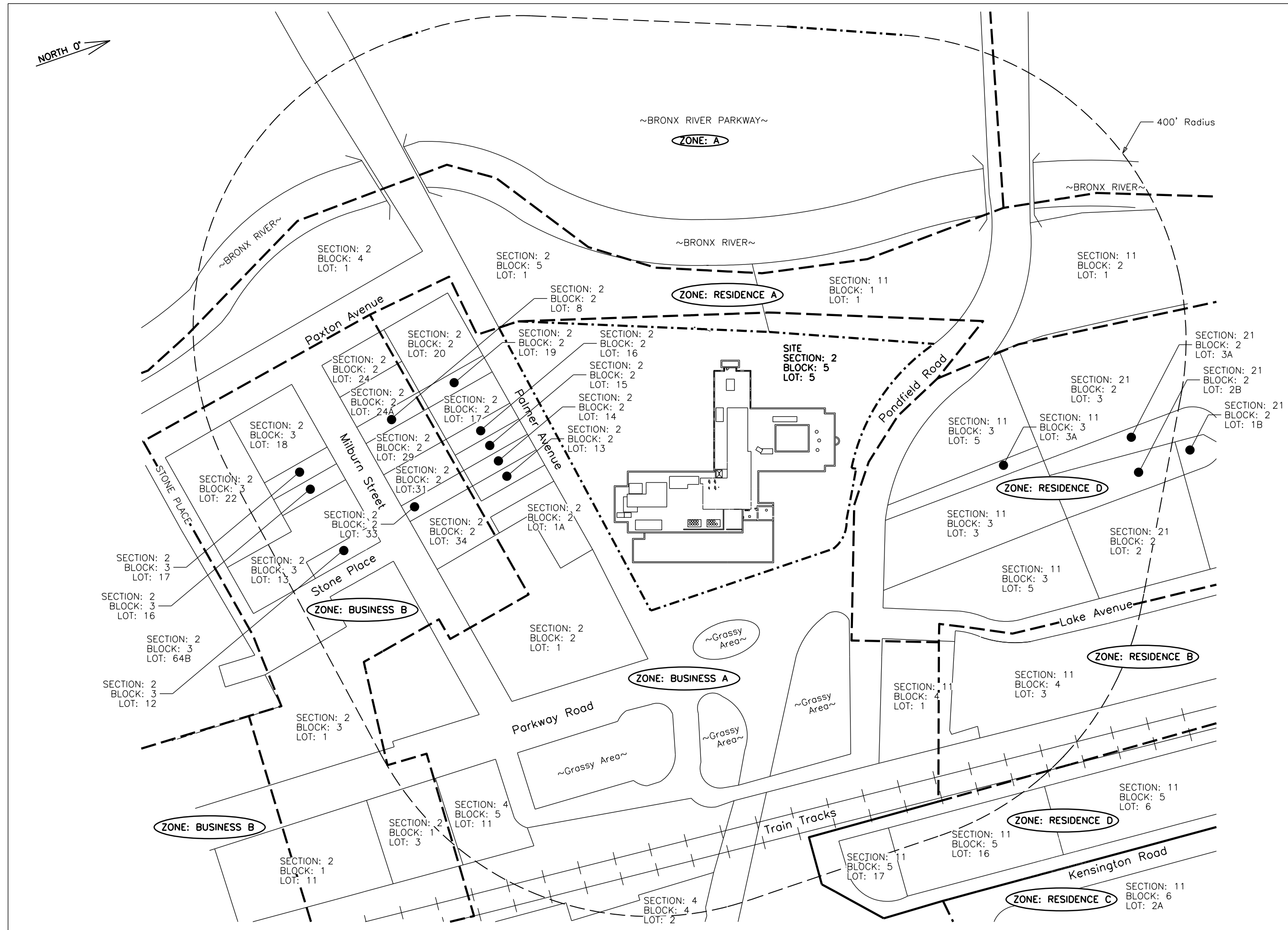
SDG PROJECT #: 21VL6155

SCALE: AS NOTED	DATE: 08/12/21
DRAWN BY: YM	CHECKED BY: LM

DRAWING TITLE:

PLOT PLAN

DRAWING NO.:	PAGE NO.:
Z4	4 of 4



1 PLOT PLAN

11x17 SCALE: 1"= 120'-0" 22x34 SCALE: 1"= 60'-0"

