



City of Syracuse Office of Zoning Administration

**PROPERTY OWNER(S)** (required)

As listed in Department of Assessment property tax records (<http://syrgov.net/Assessment.aspx> - 315-448-8280). If not listed as the owner, please provide proof of ownership, e.g., a copy of the deed. Attorney's signing on behalf of the owner must include a letter describing the legal arrangement. If the property owner is a Corporation or Organization, the person signing must provide member verification. **Contract purchasers, tenants, architects, engineers, contractors, etc. CANNOT sign on behalf of the owner.**

**Lemoyne College**

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>
* Signature: See Exhibit G			Date:		

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>
* Signature:			Date:		

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>
* Signature:			Date:		

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>
* Signature:			Date:		

**\* OWNER SIGNATURE DECLARATION**

I understand that false statements made herein are punishable as a Class A Misdemeanor, pursuant to section 210.45 of the Penal Law of the State of New York. I declare that, subject to the penalties of perjury, any statements made on this application and any attachments are the truth and to the best of my knowledge correct. I also understand that any false statements and/or attachments presented knowingly in connection with this application will be considered null and void.

**APPLICANT(S)** (if applicable)

**Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless**

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		<i>Phone:</i>
1275 John Street	Suite 100	West Henrietta	NY	14586	(315) 380-9080
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		<i>Phone:</i>
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>

**REPRESENTATIVE(S)/CONTACT(S)** (if applicable)

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		<i>Phone:</i>
Kris	Boyce				
1275 John Street	Suite 100	West Henrietta	NY	14586	(315) 380-9080
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>

<i>First Name</i>	<i>Last Name</i>	<i>Title</i>	<i>Company</i>		<i>Phone:</i>
Jared C.	Lusk	Attorney	Nixon Peabody LLP		
1300 Clinton Square		Rochester	NY	14604	(585) 263-1140
<i>Street Address</i>	<i>Apt / Suite / Other</i>	<i>City</i>	<i>St</i>	<i>Zip</i>	<i>Email:</i>
Email: jlusk@nixonpeabody.com					

**Antenna / Tower / Satellite Dish  
Application  
PROCEDURES**

Antenna / Tower / Satellite Dish applications are reviewed by the City Planning Commission and may require a public hearing. Meetings are scheduled every three weeks on Mondays at 6:00 p.m. in the Common Council Chambers on the third floor of City Hall, unless otherwise noted. The annual meeting scheduled is posted at [http://www.syr.gov.net/Planning\\_Commission.aspx](http://www.syr.gov.net/Planning_Commission.aspx).

An application will not be considered complete and ready to be heard by the City Planning Commission until all required submittals have been received and have been through a preliminary review by Zoning Office staff, including an evaluation of the application under the New York State Environmental Quality Review Act (SEQR).

Applications are also referred (forwarded) to other departments, typically the Departments of Public Works and Engineering, and the City Division of Planning for review and comment and to also assist with coordinating the project with their requirements. Applications involving historic properties are referred to the Syracuse Landmark Preservation Board for review and comment. Applications involving properties within the jurisdiction of the Onondaga County Planning Board are referred for their review.

This review process will ultimately make the process of obtaining any additional permits, like building permits, more efficient. Applicants will be required to address any comments, often through the modification of the application plans that must be resubmitted to the Syracuse Zoning Office. This review process is often iterative in nature and may require additional review time if the project is complex.

Once an application is complete and reviewed, the application will be placed on the next available City Planning Commission meeting agenda. If a public hearing is required, it must first be authorized at a regularly scheduled meeting by the City Planning Commission for the following regularly scheduled meeting. Following a public hearing authorization, and at least ten (10) days prior to the public hearing date, a "Public Notice" will be published in Syracuse Post Standard as well as mailed to: the applicant and applicant's representative (if applicable); surrounding property owners within at least a 200 foot radius from the applicant's property; and to other City departments and neighborhood organizations. The application and its contents will then be available for inspection at the Syracuse Zoning Office. [http://www.syr.gov.net/Planning\\_Commission.aspx](http://www.syr.gov.net/Planning_Commission.aspx).

The applicant or their representative must present the application to the City Planning Commission. A decision will typically be rendered on the same day, but occasionally the application will be held open until the next meeting pending additional information and/or further consideration.

PLEASE NOTE: Application approval does not relieve you or your representative from compliance with any other regulatory or licensing provisions additionally required by other Federal, State, County, or City authorities. You are still required to pursue and obtain all applicable permits, such as building permits from the Central Permit Office in the Division of Code Enforcement.

**Antenna / Tower / Satellite Dish  
Application**

**INSTRUCTIONS AND REQUIRED SUBMITTALS**

**Incomplete applications will not be processed.**

Applications together with the required submittals below must be submitted in **HARD COPY, SINGLE SIDED** and **NOT BOUND**, to the City of Syracuse Office of Zoning Administration, City Hall Commons – Room 500, 201 East Washington St., Syracuse, NY 13202. E-mailed submissions will not be processed.

Please submit **ONE (1) COPY** of the following:

- APPLICATION** – filled out completely, dated, and **signed by property owner(s) as instructed.**
- STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQR) ASSESSMENT FORM** (for most applications a Short Form (SEAF) - Part One) – filled out to the best of your ability, dated, and signed.
- N/A  **PHOTOGRAPHS and SIMULATIONS (COLOR)** illustrating before and after photos of the proposed exact location of proposed antenna, tower, or satellite dish. Pursuant to applicable federal law, the City is prohibited from requiring Verizon Wireless from providing photo simulations for projects that qualify as an EFR (see Exhibit C).
- APPLICATION FEE** – \$0.

Please submit **THREE FULL-SIZE AND TO-SCALE SETS** for review purposes, and **ONE (1) REDUCED SET** (11x17, or smaller) for copying, of the items listed below. All plans must include a title block with author, date, scale, and Department of Assessment property tax address, and must be an accurate graphic representation of all pertinent information that can be correctly interpreted by any person without additional explanation. Plans do not need to be stamped by a licensed professional unless noted below.

- N/A  **AS BUILT PROPERTY SURVEY(S)** of all involved properties illustrating **boundaries, easements, and current conditions** including structures, fencing, parking surface, retaining walls (**signed and stamped by a licensed surveyor**). Pursuant to applicable federal law, the City is prohibited from requiring Verizon Wireless from providing information such as this for projects that qualify as an EFR.
- SITE PLANS, DRAWINGS, CALCULATIONS, and DOCUMENTATION** (**signed and sealed by a licensed engineer**, as necessary) including:
  1. existing conditions to remain (See Sheet C201 of the attached plan set.)
  2. proposed site changes (See Sheet C201 of the attached plan set.)
  3. existing and proposed structure locations (See Sheet C100 of the attached plan set.)
  4. antenna placement, design, dimensions, and support structure details (See Sheet C201 of the attached plan set.)
  5. tower design, height, materials, colors, lighting, and requirements N/A
  6. distance to street and property lines / setbacks Pursuant to applicable federal law, the City is prohibited from requiring Verizon Wireless from providing photo simulations for projects that qualify as an EFR (see Exhibit C).
  7. accessory equipment/components, pads, enclosures, and structures with dimensions (See Sheet C201 of the attached plan set.)
  8. fencing N/A
  9. landscaping N/A
  10. topography and topographic analyses N/A
  11. radio area frequency coverage Pursuant to applicable federal law, the City is prohibited from requiring Verizon Wireless from providing photo simulations for projects that qualify as an EFR (see Exhibit C).
  12. additional information as maybe determined by the City Planning Commission  
Pursuant to applicable federal law, the City is permitted to only seek such information as necessary to determine if the Project qualifies as an Eligible Facilities Request ("EFR"). The enclosed project plans clearly establish that the Project is an EFR (see Exhibit C). As such, the City is prohibited from requiring additional information other than what has been provided herein.

**EXHIBIT B**  
**PROJECT DESCRIPTION**

**APPLICATION FOR APPROVAL TO PERFORM AN ANTENNA UPGRADE  
ON THE EXISTING BUILDING ROOFTOP WIRELESS TELECOMMUNICATIONS  
FACILITY LOCATED AT 1320 SALT SPRINGS ROAD IN THE CITY OF SYRACUSE,  
NEW YORK**

Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless (“Verizon Wireless”) is a public utility licensed and regulated by the Federal Communications Commission. It is charged with the responsibility of providing reliable wireless telecommunications service in each of its licensed areas, including the neighborhoods and roadways in the area of Verizon Wireless’ Lemoyne cell in the City of Syracuse. In order to fulfill its obligation and to continue to provide reliable wireless telecommunications service to emergency services, businesses, and individuals in the Lemoyne cell, Verizon Wireless makes this application to upgrade its equipment on an existing building rooftop wireless telecommunications facility (the “Existing Facility”) located at 1320 Salt Springs Road in the City of Syracuse (Tax Parcel No. 39-07-01.0) (the “Site”).

Overview of Wireless Telecommunication Technology and this Project

Wireless telecommunication use has burgeoned since the technology was introduced in the mid-1980s. There are currently more than 255 million wireless communication users in the United States. Wireless technology provides a critical link for emergency services, such as ambulances, which use this service to transmit vital signs and medical information via medical telemetry. Increasingly, police forces are relying on wireless telecommunications to communicate with dispatch and receive calls for assistance. Additionally, many businesses heavily rely on wireless telecommunications, and individuals use them not only for their convenience, but for safety reasons as well.

Essentially, wireless telecommunication devices operate by transmitting a very low power radio signal (less than ten watts per channel) between the wireless device and an antenna mounted on a tower, pole, building or other structure. The antenna feeds the signal to electronic apparatus housed in a small equipment building near the antenna, where it is connected to the

landline system, and is then routed anywhere in the world. The antenna and equipment building are known as a “cell site.”

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

Wireless telecommunication technology requires that cells overlap somewhat in order to provide uninterrupted service. When the wireless user moves into a new cell, the transmission is automatically transferred to the cell site in the new cell. If there is no cell site in the new cell, there is no wireless telecommunication service.

Because each cell site must be placed in such a manner as to provide service within a particular cell, and so as to provide overlapping (but not duplicate) coverage with the existing or planned cells around it, there is limited flexibility as to where a cell site can be placed. In the present case, Verizon Wireless has completed a thorough engineering study, using an elaborate computer program known as a “propagation study”. A propagation study shows, based on cell boundaries, topography and other factors, where a cell site needs to be located (or upgraded) in order to provide wireless telecommunication coverage in a particular cell. Using this information, Verizon has identified the Site, upon completion of the requested antenna/equipment upgrade, as a continued technologically feasible location for the “Lemoyne” cell site.

The primary objective of this Project is to provide continued balanced coverage and to avoid call blocking when call volume in the area reaches high levels.

The Project consists of the removal/upgrade of existing wireless telecommunications equipment, together with other appurtenant site improvements as shown on the enclosed Site Plan prepared by C&S Engineers, Inc.

The Project will not pollute, will not create noise or vibration, will not create any significant increase in traffic, will not create any environmental problems, will not increase

population density, and will not create any demand on governmental facilities. Thus, the Project will not create any detriment to adjoining properties or change the character of the neighborhood. In fact, the Project will enhance governmental facilities and promote the public welfare by improving the communications capability for emergency service providers serving the City, as well as provide modern wireless telecommunication service to business, industry and individuals in the City.

## EXHIBIT C

### APPLICABLE LEGAL STANDARD

#### *The Spectrum Act of 2012*

To facilitate the rapid deployment of “eligible facilities requests” on existing wireless telecommunications infrastructure, Congress enacted the Middle Class Tax Relief and Job Creation Act of 2012, Section 6409 (“TRA” or “Spectrum Act”), which is codified in 47 U.S.C. § 1455. The FCC later clarified the Spectrum Act by codifying implementing regulations which are contained in 47 C.F.R. § 1.6100 (a copy of the implementing regulations is attached).

Under this Federal law (intended to facilitate the rapid deployment wireless telecommunications infrastructure throughout the United States), a State or local government must approve “any eligible facilities request for a modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station.” 47 C.F.R. § 1.6100(b)(3). Stated another way, **“Section 6409, also known as the Spectrum Act, limits local authority to bar collocation or other modification efforts by forbidding localities from exercising their zoning authority to deny providers' requests to modify wireless equipment, so long as the proposed modification does not substantially change the physical dimensions of the facility. The purpose and effect of the statute is to bar states from interfering with the expansion of wireless networks by preempting local regulation of collocation and barring states from denying modification applications that meet certain standards”** (internal quotations/citations omitted). ExteNet Systems, Inc. v. Village of Pelham, 377 F.Supp.3d 217 (SDNY 2019). Further, Congress **“has a goal of providing for a pro-competitive, de-regulatory national policy framework designed to accelerate rapidly private sector deployment of advanced telecommunications and information technologies and services ... by opening all telecommunications markets to competition,”** and also **“limits the state and local government's authority to deny construction of wireless telecommunications towers”** (internal quotations/citations omitted). Cellco Partnership v. Town of Clifton Park, 365 F.Supp.3d 248 (NDNY 2019) (emphasis added).

In relevant part, an “eligible facilities request” is defined as “any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) collocation of new transmission equipment; (ii) removal



of transmission equipment; or (iii) replacement of transmission equipment.” 47 C.F.R. § 1.6100(b)(3); see also 47 U.S.C. § 1455.

*i. Existing wireless telecommunications tower or “base station”*

In its implementing regulations, the FCC has defined the term “base station” as a “structure or equipment at a fixed location [(including a rooftop)] that enables Commission-licensed or authorized wireless communications between user equipment and a communications network.” 47 C.F.R. § 1.6100(b)(1). The term “tower” is defined as “any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.” 47 C.F.R. § 1.6100(b)(9).

*ii. Changes in the physical dimensions of the “eligible support structure”*

The FCC implementing regulations have similarly been developed to definitively provide that a modification does not “substantially change the physical dimensions of an eligible support structure” if it satisfies the following criteria:

1. For towers, the proposed modification does not increase the height of the existing tower by the greater of: (i) more than 10% of the height of the existing tower, or (ii) the array to be installed is not more than 20’ above the highest existing antenna array on the tower.
2. For “eligible support structures” other than towers (i.e., rooftops), the proposed modification does not exceed the height of the existing structure by more than 10% or more than 10’, whichever is greater.
3. The modification only involves the installation of more than the standard number of equipment cabinets for the technology involved, and does not exceed 4 cabinets in the aggregate, and the modification does not involve the installation of cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the existing base station.

4. The modification does not entail any excavation or deployment outside of the current site.
5. The modification does not defeat the concealment elements currently existing in connection with the existing “eligible support structure.” 47 C.F.R. § 1.6100(b)(7).

Under the applicable FCC implementing regulations, when an applicant/carrier asserts that it is subject to the Spectrum Act, the State or local government may only “require the applicant to provide documentation or information . . . reasonably necessary to determin[e] whether the request meets the requirements” of 47 CFR § 1.6100. 47 CFR § 1.6100(c)(1). “A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities. Id.”

Under the Spectrum Act, a State or local government shall approve an application submitted by an applicant/carrier within 60 days of submission, or the request shall be deemed granted. See 47 CFR § 1.6100(c)(2),(5).

In the present case, the Lemoyne Project (which, as explained below, is a modification to an “eligible support structure” under the Spectrum Act) is needed for Verizon Wireless to maintain adequate and reliable wireless telecommunications service coverage to the Lemoyne service area in the City of Syracuse.

Here, Verizon Wireless’ Project is to be construed an “eligible support structure” pursuant to the Spectrum Act. To that end, Verizon Wireless is required to submit only those materials necessary to determine whether the Upgrade Project qualifies as an “eligible” structure under the Spectrum Act (and the Town is prohibited from requiring Verizon Wireless to submit any additional information).

Therefore, Verizon Wireless satisfies the requisite requirements for expedited approval of the Project (in 60 days or less) or the Project will be deemed approved pursuant to the express requirements of the Spectrum Act.

**47 CFR § 1.6100 - Wireless Facility Modifications.**

**§ 1.6100 Wireless Facility Modifications.**

**(a) [Reserved]**

**(b) Definitions.** Terms used in this section have the following meanings.

**(1) Base station.** A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subpart or any equipment associated with a tower.

**(i)** The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

**(ii)** The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).

**(iii)** The term includes any structure other than a tower that, at the time the relevant application is filed with the State or local government under this section, supports or houses equipment described in paragraphs (b)(1)(i) through (ii) of this section that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

**(iv)** The term does not include any structure that, at the time the relevant application is filed with the State or local government under this section, does not support or house equipment described in paragraphs (b)(1)(i)-(ii) of this section.

**(2) Collocation.** The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

**(3) Eligible facilities request.** Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

**(i)** Collocation of new transmission equipment;

**(ii)** Removal of transmission equipment; or

**(iii)** Replacement of transmission equipment.

**(4) Eligible support structure.** Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the State or local government under this section.

**(5) Existing.** A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

**(6) Site.** For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground. The current boundaries of a site are the boundaries that existed as of the date that the original support structure or a modification to that structure was last reviewed and approved by a State or local government, if the approval of the modification occurred prior to the Spectrum Act or otherwise outside of the section 6409(a) process.

**(7) Substantial change.** A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

**(i)** For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

**(A)** Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

**(ii)** For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

**(iii)** For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves

installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

(iv) It entails any excavation or deployment outside of the current site, except that, for towers other than towers in the public rights-of-way, it entails any excavation or deployment of transmission equipment outside of the current site by more than 30 feet in any direction. The site boundary from which the 30 feet is measured excludes any access or utility easements currently related to the site;

(v) It would defeat the concealment elements of the eligible support structure; or

(vi) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in § 1.40001(b)(7)(i) through (iv).

**(8) Transmission equipment.** Equipment that facilitates transmission for any Commission-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

**(9) Tower.** Any structure built for the sole or primary purpose of supporting any Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

**(c) Review of applications.** A State or local government may not deny and shall approve any eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure.

**(1) Documentation requirement for review.** When an applicant asserts in writing that a request for modification is covered by this section, a State or local government may require the applicant to provide documentation or information only to the extent reasonably related to determining whether the request meets the requirements of this section. A State or local government may not require an applicant to submit any other documentation, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities.

**(2) Timeframe for review.** Within 60 days of the date on which an applicant submits a request seeking approval under this section, the State or local government shall approve the application unless it determines that the application is not covered by this section.

**(3) Tolling of the timeframe for review.** The 60-day period begins to run when the application is filed, and may be tolled only by mutual agreement or in cases where the

reviewing State or local government determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

(i) To toll the timeframe for incompleteness, the reviewing State or local government must provide written notice to the applicant within 30 days of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to documents or information meeting the standard under paragraph (c)(1) of this section.

(ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the State or local government's notice of incompleteness.

(iii) Following a supplemental submission, the State or local government will have 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this paragraph (c)(3). Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

**(4) Failure to act.** In the event the reviewing State or local government fails to approve or deny a request seeking approval under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the applicable reviewing authority in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

**(5) Remedies.** Applicants and reviewing authorities may bring claims related to Section 6409(a) to any court of competent jurisdiction.

[80 FR 1269, Jan. 8, 2015. Redesignated and amended at 83 FR 51886, Oct. 15, 2018; 85 FR 78018, Dec. 3, 2020]



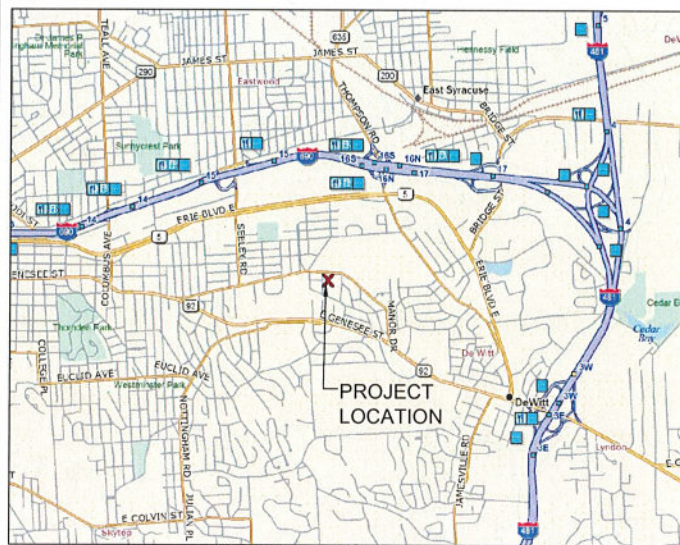
**CONTRACT DRAWINGS FOR  
THE CONSTRUCTION OF  
VERIZON WIRELESS  
SITE NAME: LEMOYNE COLLEGE  
LSUB6  
PROJECT NUMBER: 20202219101  
LOCATION CODE: 394151**

**1320 SALT SPRINGS ROAD  
SYRACUSE, NY 13214**



**AERIAL MAP**

**DIRECTIONS TO SITE:** (FROM ROCHESTER) MERGE ONTO I-90 E/NEW YORK TRWY E VIA THE EXIT ON THE LEFT TOWARD ALBANY (PORTIONS TOLL). TAKE RAMP FOR I-90 EAST TOWARD ALBANY. AT EXIT 39, TAKE RAMP RIGHT FOR I-690 EAST TOWARD SYRACUSE / FAIRGROUNDS. AT EXIT 15, TAKE RAMP RIGHT AND FOLLOW SIGNS FOR MIDLER AVE. TURN RIGHT ONTO RT-598 / S MIDLER AVE. KEEP STRAIGHT ONTO SEELEY RD. TURN LEFT ONTO SALT SPRINGS RD. TURN LEFT ONTO ROAD. ARRIVE ON THE RIGHT.



**VICINITY MAP**



PROJECT INFORMATION	
PROPERTY OWNER:	LEMOYNE HTS. SYRACUSE, NY 13214
SITE NAME:	LEMOYNE COLLEGE (HARRISON HALL)
SITE ADDRESS:	1320 SALT SPRINGS ROAD SYRACUSE, NY 13214
TAX MAP #:	039.-07-01.0
PROPERTY SIZE:	9.7 ACRES
ZONING DISTRICT:	RESIDENTIAL DISTRICT - RB
LATITUDE:	N 43.0467 (43° 02' 48.45")
LONGITUDE:	W 76.0910 (76° 05' 27.62")
GROUND ELEVATION:	605.3± AMSL
RAD CENTER:	69'-0" AGL
ZONING JURISDICTION:	CITY OF SYRACUSE
COUNTY:	ONONDAGA
TYPE OF SITE:	EXISTING BUILDING
OVERALL HEIGHT:	75'-0" AGL TOP OF PENTHOUSE
PROPOSED USE:	PERSONAL WIRELESS SERVICE FACILITY

PROJECT DIRECTORY	
APPLICANT:	BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC. d/b/a VERIZON WIRELESS 1275 JOHN STREET, SUITE 100 WEST HENRIETTA, NY 14586
CONTACT:	KRIS BOYCE
PHONE:	(607) 242-9946
EMAIL:	kboyce@pyramidnetworkservices.com
CIVIL ENGINEERING FIRM:	C&S ENGINEERS INC. 499 COL. EILEEN COLLINS BLVD. SYRACUSE, NY 13212
CONTACT:	ERIC N. KENNA P.E.
PHONE:	(315) 455-2000
POWER COMPANY:	NATIONAL GRID
PHONE:	(800) 892-2343
TELEPHONE COMPANY:	VERIZON COMMUNICATIONS
PHONE:	(800) 837-4966

**GENERAL NOTES**

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

CONTRACTOR NOTES	
1.	CONTRACTOR TO COMPLETE A POST MODIFICATION INSPECTION (PMI) AND COMPLETE A PMI FORM TO BE UPLOADED TO THE TES WEBSITE WITH SUPPORTING PHOTOGRAPHS.
2.	CONTRACTOR SHALL NOT DEVIATE FROM THE INSTALLATION CONFIGURATION SHOWN ON THE LATEST MOUNT ANALYSIS COMPLETED FOR THIS PROJECT.
3.	PRIOR TO ANY FIELD MODIFICATIONS, THE CONTRACTOR SHALL COORDINATE WITH THE FIELD CM OR CONSTRUCTION PM AND OBTAIN APPROVAL BEFORE PROCEEDING WITH THE FIELD MODIFICATION. CONTRACTOR SHALL DOCUMENT ANY APPROVED FIELD MODIFICATIONS ON REDLINED DRAWINGS AND A REDLINED RFDS AND INCLUDE THE REDLINED MATERIALS IN THE CLOSEOUT PACKAGE UPLOADED TO VERIZON SPM DATABASE.
PMI ACCESSED AT:	<a href="https://pmi.vzwsmart.com">https://pmi.vzwsmart.com</a>
SMART TOOL VENDOR PROJECT NUMBER:	TBD

DRAWING LIST			
SHEET NO.	SHEET NAME	REV	DATE
<b>GENERAL</b>			
G-001	TITLE SHEET	1	5-13-21
<b>CIVIL</b>			
C-100	OVERALL SITE PLAN	1	5-13-21
C-501	ANTENNA LAYOUTS	1	5-13-21
C-502	BUILDING ELEVATIONS	1	5-13-21
C-503	NOTES AND DETAILS	1	5-13-21
C-504	RF SIGNAGE DETAILS	1	5-13-21

APPROVALS	
VERIZON PROJECT MANAGER	DATE

C&S PROJECT: F42.001.013

**MARCH 2021**



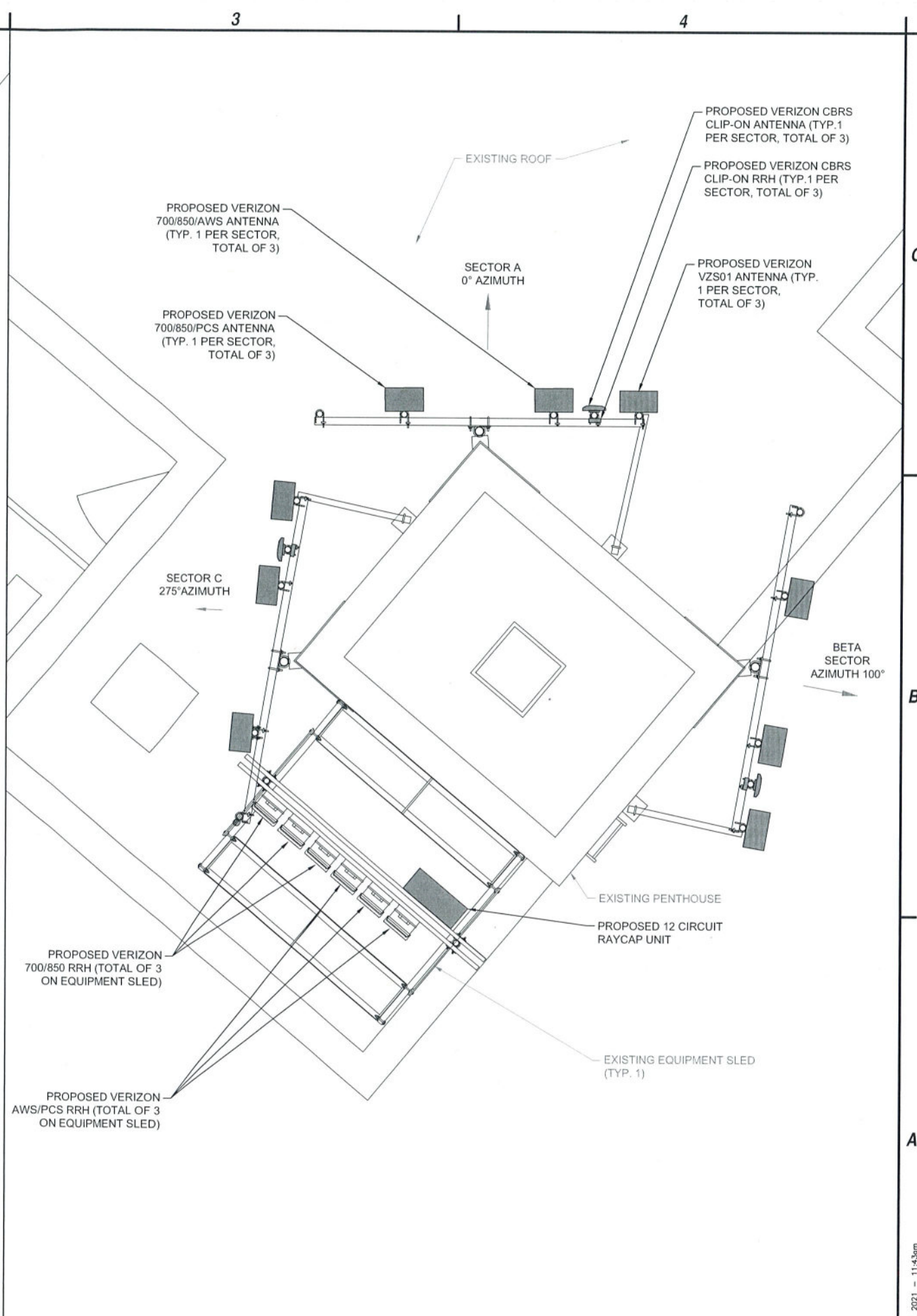
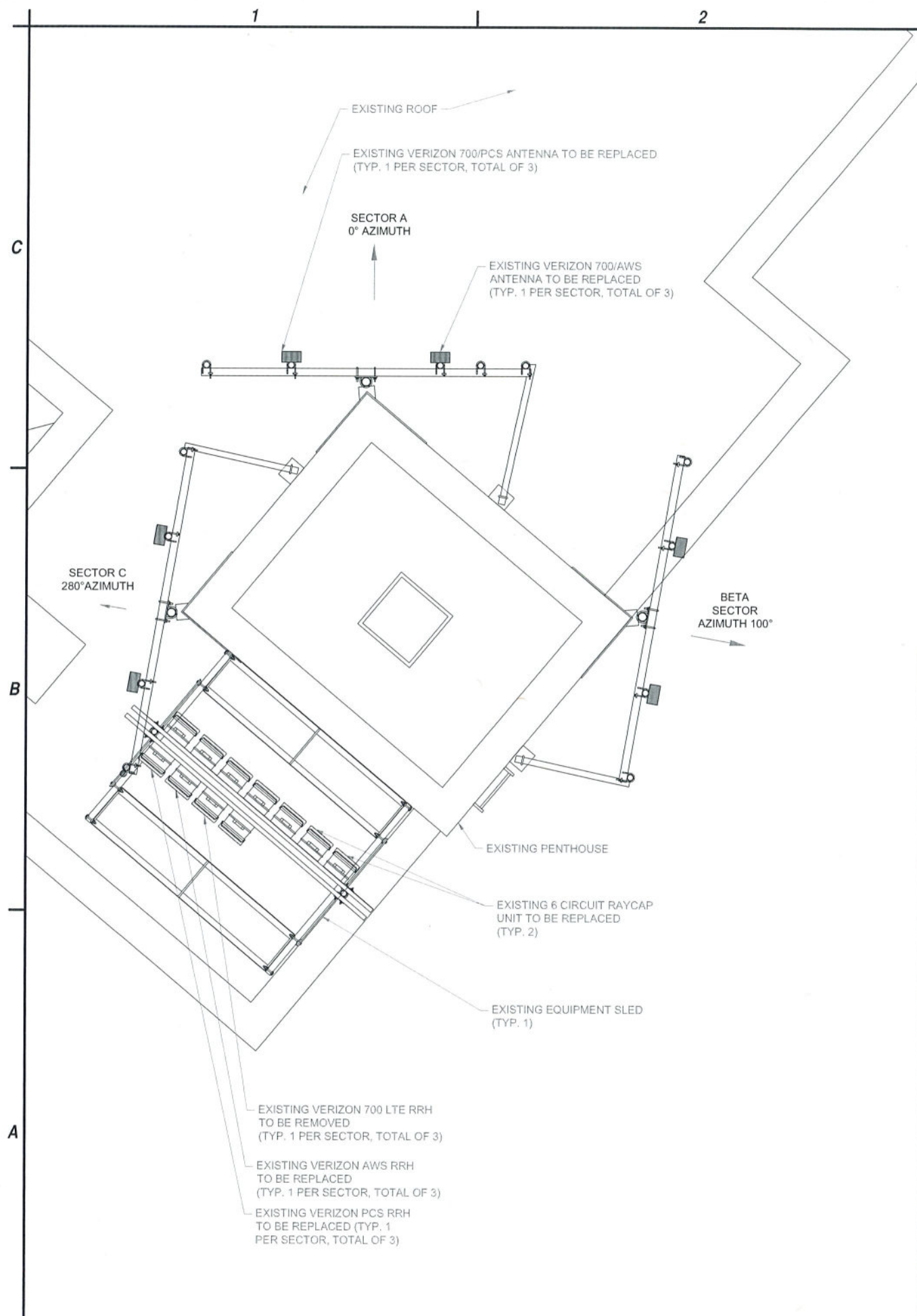
TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF THE PLANS AND SPECIFICATIONS FOR THIS PROJECT ARE IN COMPLIANCE WITH THE NEW YORK STATE ENERGY CONSERVATION CONSTRUCTION CODE AND THE BUILDING CODE OF NEW YORK STATE

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW

**G-001**





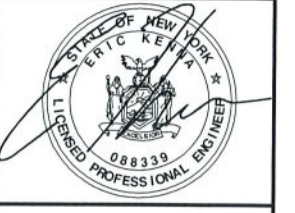


**A1** EXISTING ANTENNA LAYOUT  
SCALE: 1" = 2'-0"

**A3** PROPOSED ANTENNA LAYOUT  
SCALE: 1" = 2'-0"



**C&S Engineers, Inc.**  
499 Col. Eileen Collins Blvd.  
Syracuse, New York 13212  
Phone: 315-455-2000  
Fax: 315-455-9667  
www.csgos.com



**VERIZON WIRELESS**  
**SITE NAME: LEMOYNE COLLEGE**  
**PROJECT NO.: 20202219101**  
**LOCATION CODE: 394151**  
**1320 SALT SPRINGS RD.**  
**SYRACUSE, NY 13214**

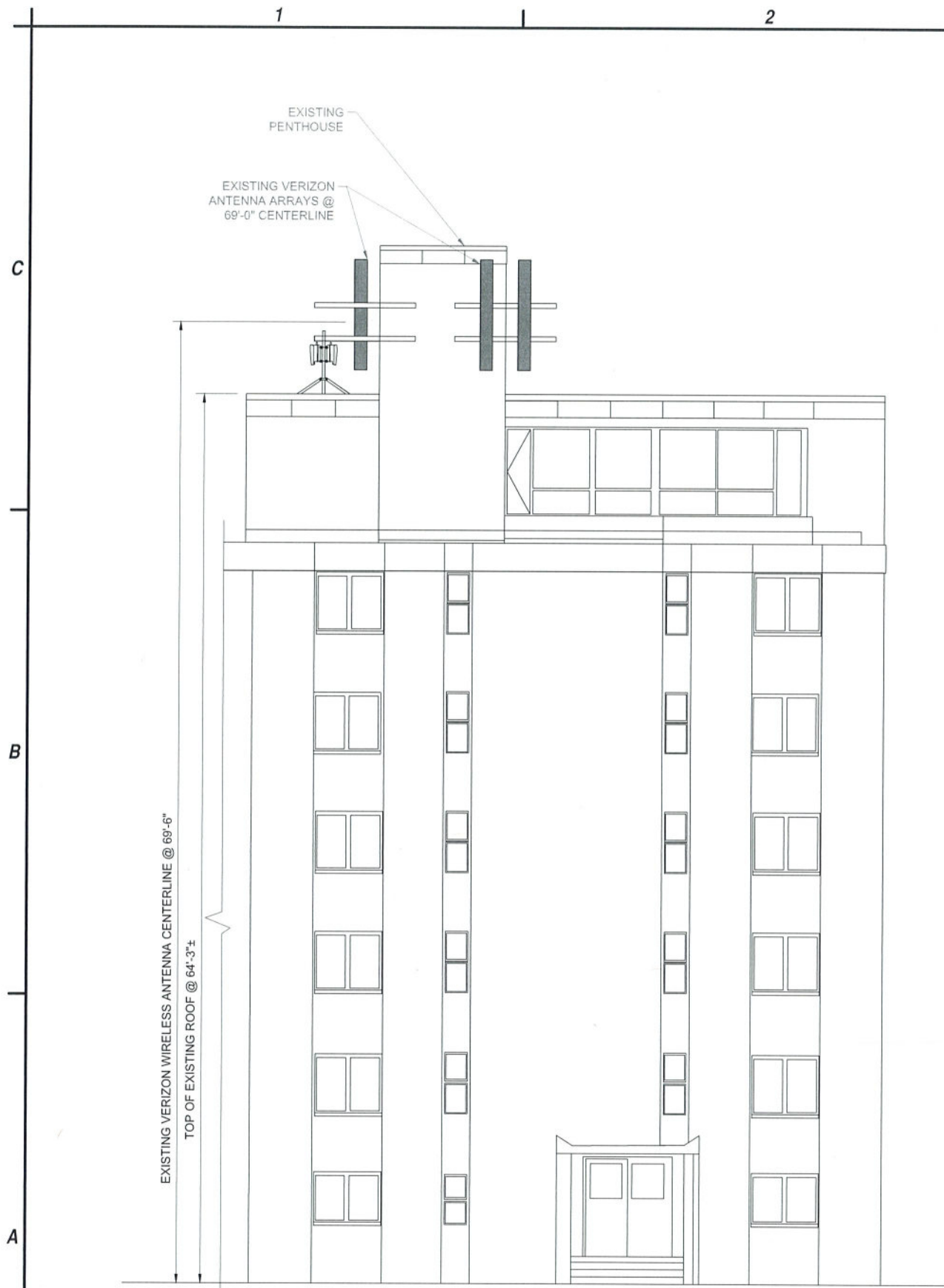
NO.	DATE	DESCRIPTION
1	5-13-21	ISSUED FOR PERMITTING
REVISIONS		
PROJECT NO: F42.001.013		
DATE: FEBRUARY 2021		
DRAWN BY: J OSWALD		
DESIGNED BY: -		
CHECKED BY: E.N. KENNA P.E.		

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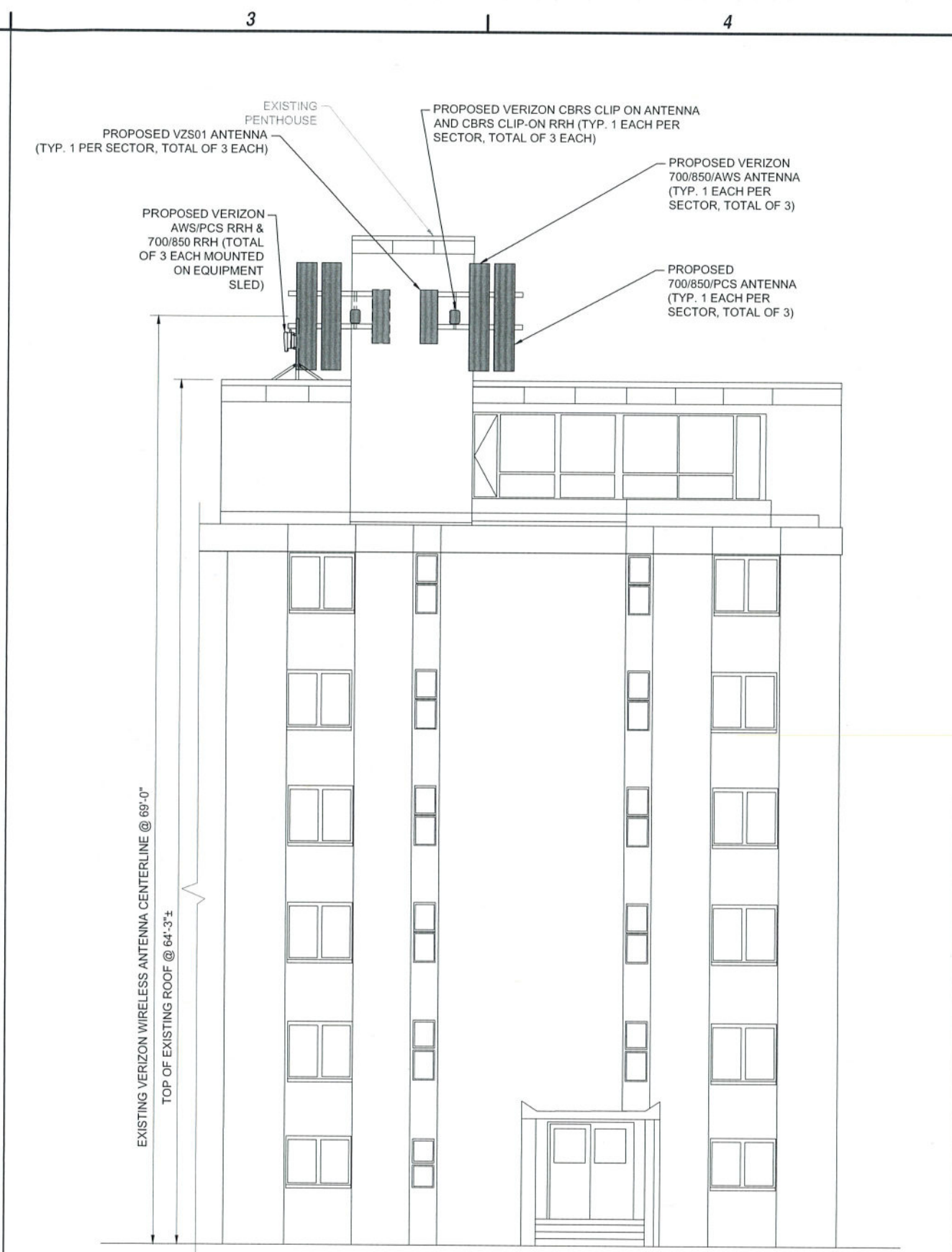
**LSUB6**  
**ADD PROJECT**  
**ANTENNA**  
**LAYOUTS**

**C-501**

May 17, 2021 - 11:43am  
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**A1** EXISTING BUILDING ELEVATION  
SCALE: 1" = 5'-0"



**A3** BUILDING ELEVATION W/ PROPOSED  
SCALE: 1" = 5'-0"

- NOTES**
1. AN ANALYSIS OF THE EXISTING MOUNT HAS BEEN COMPLETED BY AIROSMITH ENGINEERING, DATED 3/25/21. C&S DID NOT ANALYZE THE EXISTING ANTENNA MOUNTS FOR THE PROPOSED LOADING. THE ILLUSTRATION OF THE PROPOSED ANTENNAS ON THIS BUILDING SHALL NOT BE CONSTRUED AS CERTIFICATION BY THE UNDERSIGNED ENGINEER THAT SUCH ANALYSIS HAS BEEN COMPLETED.
  2. A STRUCTURAL ASSESSMENT OF THE EXISTING BUILDING HAS BEEN COMPLETED BY C&S ENGINEERING, DATED 5/13/21. CONTRACTOR SHALL REVIEW SAID ASSESSMENT PRIOR TO INSTALLATION OF ANY EQUIPMENT.



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**VERIZON WIRELESS**  
**SITE NAME: LEMOYNE COLLEGE**  
**PROJECT NO.: 20202219101**  
**LOCATION CODE: 394151**  
**1320 SALT SPRINGS RD.**  
**SYRACUSE, NY 13214**

May 17, 2021 - 11:43am  
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 LSUB6 Sheet - Lemoyne College - Design Coord

NO.	DATE	DESCRIPTION
1	5-13-21	ISSUED FOR PERMITTING
REVISIONS		
PROJECT NO: F42.001.013		
DATE: FEBRUARY 2021		
DRAWN BY: J OSWALD		
DESIGNED BY: -		
CHECKED BY: E.N. KENNA P.E.		
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW		

**LSUB6**  
**ADD PROJECT**  
**BUILDING ELEVATIONS**

**C-502**



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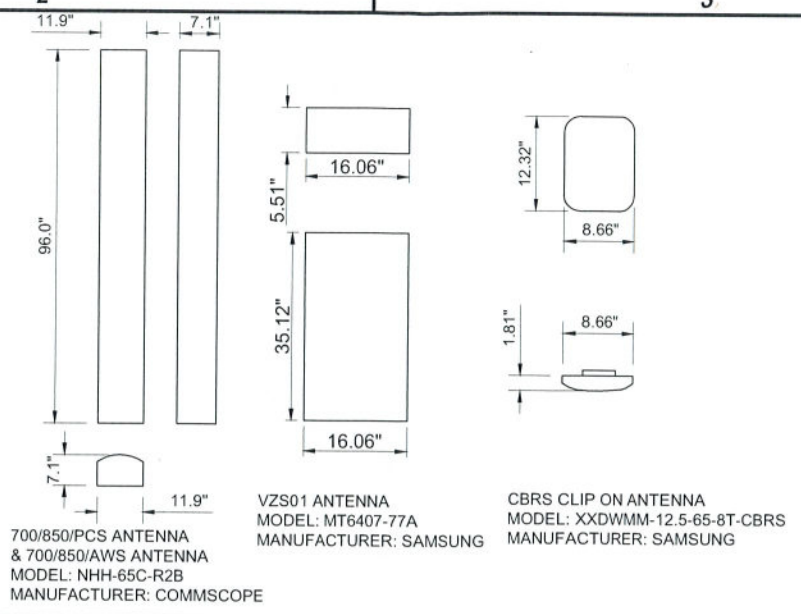
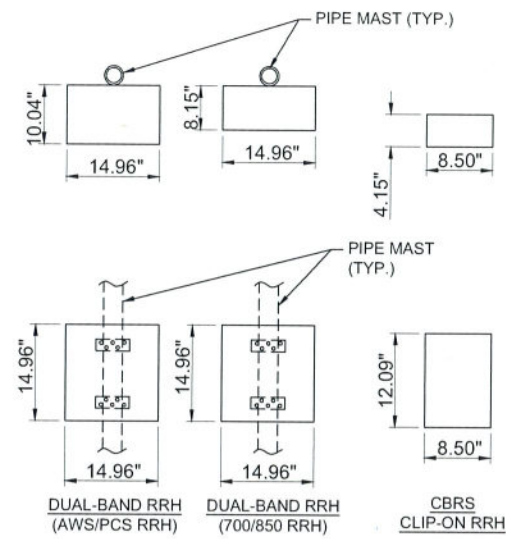
**VERIZON WIRELESS**  
**SITE NAME: LEMOYNE COLLEGE**  
**PROJECT NO.: 20202219101**  
**LOCATION CODE: 394151**  
**1320 SALT SPRINGS RD.**  
**SYRACUSE, NY 13214**

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NO.	DATE	DESCRIPTION
1	5-13-21	ISSUED FOR PERMITTING
REVISIONS		
PROJECT NO: F42.001.013		
DATE: FEBRUARY 2021		
DRAWN BY: J OSWALD		
DESIGNED BY: -		
CHECKED BY: E.N. KENNA, P.E.		
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW		

**LSUB6**  
**ADD PROJECT**  
**DETAILS**  
**& NOTES**

**C-503**



**C1** RRH DETAILS  
NTS

**C2** ANTENNA DETAILS  
NTS

**C4** NOT USED  
NTS

SECTOR	FREQUENCY	DIMENSION HxWxD	QTY	DOWN-TILT (M/E)	RRH	CABLE	AZIMUTH	ANTENNA RAD	
A	700/850/PCS	96.0"x11.9"x7.1"	1	SEE RF DESIGN	700/850 RRH	(2) HYBRIFLEX	0°	69-0°	12 CIRCUIT RAYCAP
	700/850/AWS	96.0"x11.9"x7.1"	1	SEE RF DESIGN	AWS/PCS RRH	SHARED HYBRIFLEX			
	CBRS	8.66"x12.32"x1.81"	1	SEE RF DESIGN	CBRS RRH	SHARED HYBRIFLEX			
	VZS01	35.12"x16.06"x5.51"	1	SEE RF DESIGN		SHARED HYBRIFLEX			
B	700/850/PCS	96.0"x11.9"x7.1"	1	SEE RF DESIGN	700/850 RRH	SHARED HYBRIFLEX	100°	69-0°	
	700/850/AWS	96.0"x11.9"x7.1"	1	SEE RF DESIGN	AWS/PCS RRH	SHARED HYBRIFLEX			
	CBRS	8.66"x12.32"x1.81"	1	SEE RF DESIGN	CBRS RRH	SHARED HYBRIFLEX			
	VZS01	35.12"x16.06"x5.51"	1	SEE RF DESIGN		SHARED HYBRIFLEX			
C	700/850/PCS	96.0"x11.9"x7.1"	1	SEE RF DESIGN	700/850 RRH	SHARED HYBRIFLEX	275°	69-0°	
	700/850/AWS	96.0"x11.9"x7.1"	1	SEE RF DESIGN	AWS/PCS RRH	SHARED HYBRIFLEX			
	CBRS	8.66"x12.32"x1.81"	1	SEE RF DESIGN	CBRS RRH	SHARED HYBRIFLEX			
	VZS01	35.12"x16.06"x5.51"	1	SEE RF DESIGN		SHARED HYBRIFLEX			

SECTOR	FREQUENCY	DIMENSION HxWxD	QTY	DOWN-TILT (M/E)	RRH	CABLE	AZIMUTH	ANTENNA RAD	
A	700/PCS	96.0"x14.6"x7.3"	1	0° / 2°	PCS RRH	HYBRIFLEX	0°	69-0°	6 CIRCUIT RAYCAP
	700/AWS	96.0"x14.6"x7.3"	1	0° / 2°	AWS RRH & 700 RRH	SHARED HYBRIFLEX			
B	700/PCS	96.0"x14.6"x7.3"	1	0° / 2°	PCS RRH	HYBRIFLEX	100°	69-0°	6 CIRCUIT RAYCAP
	700/AWS	96.0"x14.6"x7.3"	1	0° / 2°	AWS RRH & 700 RRH	SHARED HYBRIFLEX			
C	700/PCS	96.0"x14.6"x7.3"	1	0° / 2°	PCS RRH	SHARED HYBRIFLEX	280°	69-0°	
	700/AWS	96.0"x14.6"x7.3"	1	0° / 2°	AWS RRH & 700 RRH	SHARED HYBRIFLEX			

NOTES:  
EXISTING: (2) 6x12 HYBRIFLEX CABLES.  
REMOVE: (3) 700 RRH'S.  
REPLACE: (3) AWS ANTENNAS WITH (3) 700/850/AWS ANTENNAS & (3) PCS ANTENNAS WITH (3) 700/850/PCS ANTENNAS, (3) AWS RRH'S WITH (3) AWS/PCS RRH'S, (3) PCS RRH'S WITH (3) 700/850 RRH'S & (2) 6 CIRCUIT JUNCTION BOX WITH (1) 12 CIRCUIT JUNCTION BOX.  
ADD: (3) VZS01 ANTENNAS, (3) CBRS CLIP-ON ANTENNA & (3) CBRS CLIP-ON RRH.  
WEATHERPROOF ALL UNUSED PORTS & CABLES.

**NOTES:**

- THE MOUNTS ARE CONSTRUCTED WITH GALVANIZED STEEL.
- THE BUILDING IS NOT LIT AND NO LIGHTING IS PROPOSED BY BELL ATLANTIC MOBILE SYSTEMS, LLC., UNLESS IT IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION OR THE LOCAL MUNICIPALITY.
- ALL REFERENCES TO THE BUILDING AND ITS FOUNDATION ARE TO BE DIRECTED TO THE DESIGN AND DETAIL DRAWINGS BY THE BUILDING OWNER.
- A STRUCTURAL ASSESSMENT OF THE EXISTING BUILDING HAS BEEN COMPLETED BY C&S ENGINEERING, DATED 5/13/21.
- CONTRACTOR SHALL REVIEW SAID ASSESSMENT PRIOR TO INSTALLATION OF ANY EQUIPMENT.
- ANTENNA DATA PER RF ANTENNA DESIGN DATA SHEET DATED 3-15-21.
- EXISTING ANTENNA, EQUIPMENT AND TOWER INFORMATION BASED ON INFORMATION PROVIDED BY OTHERS. C&S DID NOT VISIT THE SITE TO INDEPENDENTLY VERIFY THE INFORMATION PROVIDED.

**STANDARD ANTENNA COLOR CODES**

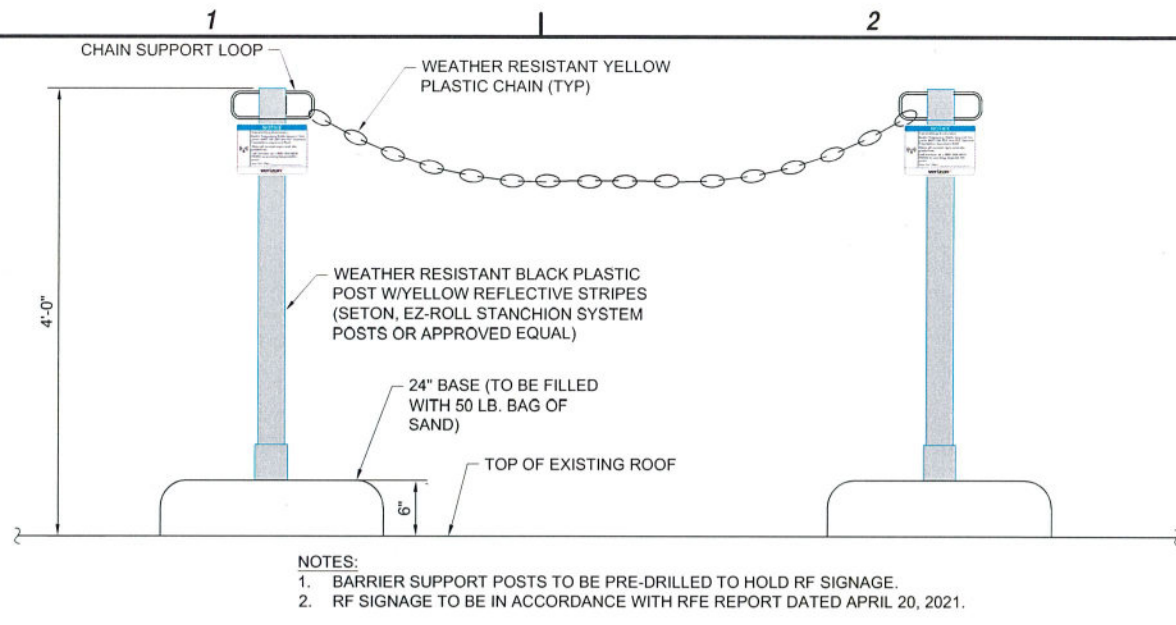
- VERIZON WILL COLOR CODE AND TAG THE COAX AT BOTH THE TOP OF THE TOWER AND INSIDE THE CELL SITE BUILDING AT THE CABLE ENTRY PORT. THE MARKING SYSTEM WILL COMPRISE COLOR TAPE WITH A MINIMUM WIDTH OF 3/4 INCHES, 7 MIL. VINYL PLASTIC TAPE, SCOTCH 35 OR EQUIVALENT.
- A TAG WILL BE PLACED ON THE COAX AT THE ANTENNA AND THE COAX IN THE CELL SITE BUILDING. THE TAG WILL IDENTIFY THE ANTENNA NUMBER AND FUNCTION; TX, RX, ETC.
- THE ENTRY PORT ASSIGNMENT SHOULD BE FOLLOWED WHERE POSSIBLE. THIS STANDARD ASSUMES THAT THE ENTRY PORT CONSISTS OF THREE ROWS OF FOUR PORTS, WITH THE FIRST ROW BEING NUMBERED FROM 1-4 FROM LEFT TO RIGHT. THE SECOND ROW IS NUMBERED FROM 5-8 (LEFT TO RIGHT) AND THE THIRD ROW 9-12 (LEFT TO RIGHT).
- A SITE SPECIFIC COAX COLOR CODE SHEET TO BE PROVIDED BY CELLULAR EQUIPMENT ENGINEER.

**ANTENNA MOUNTING NOTES**

- DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO ANSI/TIA-222-H "STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES, ANTENNAS AND SMALL WIND TURBINE SUPPORT STRUCTURES". NOTE: SEE CODE FOR COUNTY SPECIFIC DESIGN WIND SPEEDS.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A760.
- ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED SNUG TIGHT.
- AN ANALYSIS OF THE EXISTING MOUNT HAS BEEN COMPLETED BY AIROSMITH ENGINEERING, DATED 3/25/21. C&S DID NOT ANALYZE THE EXISTING ANTENNA MOUNTS FOR THE PROPOSED LOADING. THE ILLUSTRATION OF THE PROPOSED ANTENNAS ON THIS BUILDING SHALL NOT BE CONSTRUED AS CERTIFICATION BY THE UNDERSIGNED ENGINEER THAT SUCH ANALYSIS HAS BEEN COMPLETED.

**A1** EQUIPMENT SCHEDULES  
NTS

**A3** NOTES  
NTS



C1 RF BARRIER DETAIL  
NOT TO SCALE

**NOTICE**

Transmitting Antenna(s)  
Radio frequency fields beyond this point MAY EXCEED the FCC General Population exposure limit.  
Obey all posted signs and site guidelines.  
Call Verizon at 1-800-264-6620 PRIOR to working beyond this point.  
Site ID/ PSLC: \_\_\_\_\_

B1 RF SIGNAGE  
NOT TO SCALE

**WARNING**

Transmitting Antenna(s)  
Radio frequency fields beyond this point EXCEED the FCC Occupational exposure limit.  
Obey all posted signs and site guidelines.  
Call Verizon Wireless at 1-800-264-6620 PRIOR to working beyond this point.  
STATE: \_\_\_\_\_ SWITCH: \_\_\_\_\_  
SITE ID: \_\_\_\_\_  
SECTOR / NODE: \_\_\_\_\_

B2 RF SIGNAGE  
NOT TO SCALE

**INFORMATION**

This is an ACCESS POINT to an area with transmitting antennas.  
Obey all postings and boundaries beyond this point.  
Call Verizon at 1-800-264-6620 for more information.  
STATE: \_\_\_\_\_ SWITCH: \_\_\_\_\_  
SITE ID/PSLC: \_\_\_\_\_

A1 RF SIGNAGE  
NOT TO SCALE

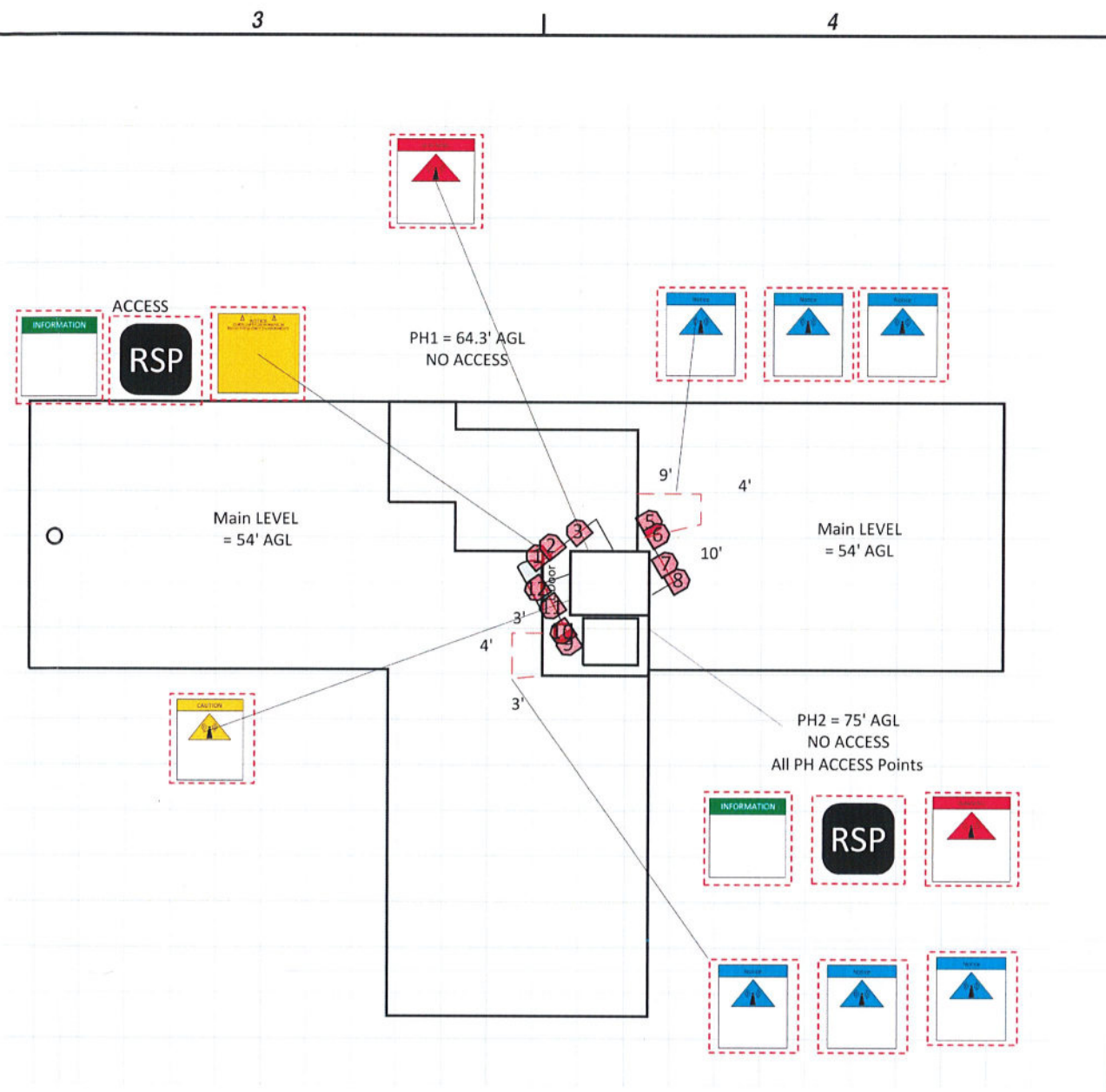
**NOTICE**

General Radio Frequency (RF) Safety Guidelines

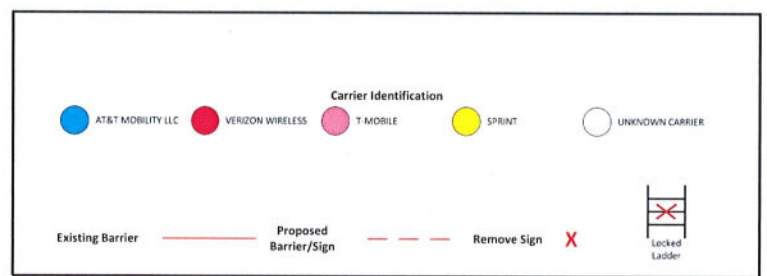
Until ALL applicable antennas have been deactivated, please observe the following:

- Obey all posted signs.
- Assume all antennas are transmitting.
- Do not touch any antenna.
- Do not stand in front of any antenna.
- Do not walk in front of any antenna.
- Do not walk beyond any signs, barriers, or visual markers towards any antenna.
- Contact antenna owner or property owner if there are any questions or concerns.

A2 RF SIGNAGE  
NOT TO SCALE



A3 RF BARRIER DIAGRAM  
NOT TO SCALE



NOTES:  
1. RF SIGNAGE TO BE IN ACCORDANCE WITH RFE REPORT DATED APRIL 20, 2021.



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Syracuse, New York 13212  
Phone: 315-455-2000  
Fax: 315-455-9667  
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VERIZON WIRELESS  
SITE NAME: LEMOYNE COLLEGE  
PROJECT NO.: 20202219101  
LOCATION CODE: 394151  
1320 SALT SPRINGS RD.  
SYRACUSE, NY 13214

NO.	DATE	DESCRIPTION
1	5-13-21	ISSUED FOR PERMITTING

REVISIONS

PROJECT NO: F42.001.013  
DATE: FEBRUARY 2021  
DRAWN BY: J OSWALD  
DESIGNED BY: -  
CHECKED BY: E.N. KENNA, P.E.

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

LSUB6  
RF SIGNAGE  
DETAILS

C-504

May 17, 2021 11:44am F:\Project\F42 - VERIZON\F42.001.013 UNY Modernization\Design\Cadd\Lemoyn College\_LSUB6\Sheet\_Files\Civil\F42001013\_C-504.dwg

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

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

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

<b>Part 1 – Project and Sponsor Information</b>			
Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless			
Name of Action or Project: LeMoyne College			
Project Location (describe, and attach a location map): 1320 Salt Springs Road Syracuse, NY 13214			
Brief Description of Proposed Action: Bell Atlantic Mobile Systems, LLC d/b/a Verizon Wireless ("Verizon Wireless" as the applicant) proposes the replacement of antennas on the existing building structure at the above referenced address.  The project generally includes the replacement of six (6) existing wireless antennas with twelve (12) proposed antennas (four per sector), the replacement of nine (9) existing RRU's with six (6) proposed RRU's (two per sector) and the replacement of two (2) existing OVP's with one (1) proposed OVP on the rooftop of the existing building at a centerline height of 69'-0" above ground level.			
Name of Applicant or Sponsor: "Verizon Wireless"		Telephone: 607-242-9946	
		E-Mail: kboyce@pyramidns.com	
Address: 1275 John Street, Suite 100			
City/PO: West Henrietta		State: NY	Zip Code: 14586
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Site Plan Approval - City of Syracuse Planning Commission			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		0.002	acres
b. Total acreage to be physically disturbed?		0.002	acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.002	acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Educational Campus			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? The project includes no ground disturbance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____				

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

Shoreline    Forest    Agricultural/grasslands    Early mid-successional  
 Wetland    Urban    Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?  
Measures will be taken (either through construction methods or schedule) to insure that the project does not result in a significant impact.

	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

16. Is the project site located in the 100-year flood plan?

	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

17. Will the proposed action create storm water discharge, either from point or non-point sources?  
If Yes,

a. Will storm water discharges flow to adjacent properties?

	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?  
If Yes, briefly describe:

	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?  
If Yes, explain the purpose and size of the impoundment:

	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?  
If Yes, describe:

	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?  
If Yes, describe:

	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/sponsor/name: C&S Engineers for Verizon Wireless Date: 09-07-21

Signature: Steven W Burdick Title: Engineer



C&S Companies  
499 Col. Eileen Collins Blvd.  
Syracuse, New York 13212  
p: (315) 455-2000  
p: (315) 455-9667  
www.cscos.com

May 13, 2021

Kris Boyce  
Verizon Wireless  
1275 John Street, Suite 100  
West Henrietta, NY 14586

Re: Verizon Wireless LSub6 Upgrade – LeMoyne College  
1320 Salt Springs Road  
Syracuse, NY 13214  
Structural Assessment Letter

Dear Mr. Boyce,

It is our understanding that Verizon Wireless is proposing the replacement of six (6) existing wireless communications antennas (two per sector) with twelve (12) proposed antennas (four per sector), the replacement of nine (9) existing RRH units (three per sector) with six (6) proposed RRH units (two per sector) and the replacement two (2) existing Raycap units with one (1) Raycap unit with associated cabling on the existing building at the above referenced site. The antennas will be mounted to the building wall on the existing antenna mounts at each sector with a centerline elevation of 69'0" above ground level while the RRH and Raycap units will be mounted separately on an existing nearby non-penetrating roof frame. An analysis of the existing mounts was completed for the proposed loading by Airosmith Engineering, dated March 25, 2021.

Based on the proposed loads imposed by the installation of the above referenced equipment, it is our opinion that the existing building structure is capable of supporting the loads imposed by the proposed Verizon Wireless equipment, provided that such equipment is installed and supported in accordance with the Final Construction Drawings prepared by C&S Engineers, Inc. dated May 13, 2021.

If you have any questions, please give me a call.

Very truly yours,

**C&S ENGINEERS, INC.**



Eric N. Kenna, P.E.  
Department Manager





Nixon Peabody LLP  
1300 Clinton Square  
Rochester, NY 14604-1792

**Jared C. Lusk**  
Partner

Attorneys at Law  
nixonpeabody.com  
@NixonPeabodyLLP

T / 585.263.1140  
jlusk@nixonpeabody.com

September 10, 2021

**VIA FEDERAL EXPRESS**

City Planning Commission  
City of Syracuse  
201 East Washington Street, Room 211  
Syracuse, New York 13202  
Attn: Heather Lamendola, Zoning Administrator

**RE: Application by Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless for site plan approval from the City of Syracuse Planning Commission to perform an equipment upgrade to the existing rooftop wireless telecommunications facility located at 1320 Salt Springs Road, City of Syracuse, New York (Tax Parcel No. 39-07-01.0) (Verizon Wireless' "Lemoyne" Cell Site)**

Dear Ms. Lamendola and Members of the City Planning Commission:

Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless ("Verizon Wireless") is a public utility and wireless telecommunications licensee of the Federal Communications Commission ("FCC"). To continue to provide reliable wireless telecommunications service to Verizon Wireless' Lemoyne cell in the City of Syracuse (the "City"), Verizon Wireless needs to modify and upgrade its existing wireless antennas and related equipment (the "Project") on the existing rooftop wireless telecommunications facility located at 1320 Salt Springs Road in the City of Syracuse, New York, having a Tax Parcel No. 39-07-01.0 (the "Site").

The Project will consist of the removal, replacement and installation of wireless telecommunications antennas and related equipment, as shown on the enclosed Site Plan prepared by C&S Engineers, Inc.

The Site is located in the City's Residential B (RB) zoning district. The Project is permitted in the RB District upon site plan approval from the City Planning Commission. (City of Syracuse Zoning Code, §§ C-I-7-C-1-b, C-I-7-F-1).

Accordingly, please accept this letter with the following exhibits and enclosures as Verizon Wireless' application for site plan approval to install the proposed upgraded wireless telecommunications antennas and other necessary improvements described herein:

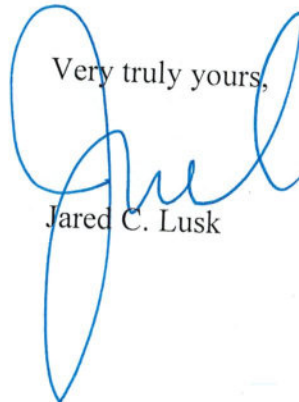
Exhibit A: Completed City-supplied application form;

Exhibit B: Project description;

- Exhibit C: Applicable legal standards;
- Exhibit D: Short environmental assessment form (“EAF”);
- Exhibit E: Structural analysis;
- Exhibit F: 11" x 17" copy of the Project Site Plan;
- Exhibit G: Proof of Landowner consent to the Project.
- Three (3) copies of this application book.

Please let us know if you have any questions or need any additional information. Otherwise, we respectfully request this application be placed on the Planning Commission’s next available meeting agenda.

Very truly yours,



Jared C. Lusk

JCL/mkv  
Enclosures  
cc: Kris Boyce

## LAND, BUILDING AND ROOFTOP LEASE AGREEMENT

This Land, Building and Rooftop Lease Agreement (the "Agreement") made this 2 day of Feb, 2017 between LE MOYNE COLLEGE, with its principal offices located at 1419 Salt Springs Road, Syracuse, New York 13214, hereinafter designated LESSOR and SYRACUSE SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### 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 hereby leases to LESSEE approximately thirty-six (36) square feet of space on the ground next to (the "Ground Space") and approximately two hundred (200) square feet on the roof of (the "Rooftop Space") the building (the "Building") located at 1320 Salt Springs Road, City of Syracuse, County of Onondaga, State of New York, the underlying real property of which is shown on the Tax Map of the City of Syracuse as Tax Map Number 39-07-01.0, and as further recorded in the office of the Clerk of Onondaga County as Liber 1209 of Deeds at Page 488, and which is legally described in Exhibit "A" attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with space on the roof of the Building for the installation, operation and maintenance of antennas (the "Antenna Space"); together with space inside or outside of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Ground Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress to be reasonably coordinated with LESSOR's physical plant or campus safety from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Ground Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "B" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. **DELIVERY.** LESSOR shall deliver the Premises to LESSEE on the Commencement Date, as hereinafter defined, in its current condition. LESSOR makes no representation or warranty of any kinds as to the condition of the Building or the Property, or the utility of the same for LESSEE's purposes LESSOR represents and warrants to LESSEE that LESSOR has no knowledge of any claim having been made by any governmental agency that a

violation of applicable building codes, regulations, or ordinances exists with regard to the Building, or any part thereof, as of the Commencement Date.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date at which time rental payments shall commence and be due at a total annual rental for each year of the initial term of [REDACTED] to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. The Agreement shall commence based upon the date LESSEE begins constructing its wireless telecommunications facility. In the event such date falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1, February 1, and March 1 by March 1.

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

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from

LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, Accounts Payable – Cellsites, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or email to: livebills@ecova.com. LESSEE agrees to promptly reimburse LESSOR for such electrical costs, which costs shall not be construed to be rent. The parties agree that LESSEE shall be relieved of its obligation to reimburse LESSOR for electrical usage which has not been properly invoiced and sent to LESSEE at the above address within one (1) year of the initial invoicing from the utility company to the LESSOR. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR, such approval not to be unreasonably conditioned, withheld or delayed. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. LESSEE shall have the option to extend the term of this Agreement for four (4) additional five (5) year extension terms by giving LESSOR written notice of the intent to extend at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for each such five (5) year extension term shall be equal to [REDACTED] of the annual rental payable with respect to the immediately preceding five (5) year term.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4<sup>th</sup>) five (5) year extension term this Agreement has not been terminated, and if both LESSOR and LESSEE agree in writing at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and upon mutual agreement in each instance at least three (3) months prior to the end of the current term for three (3) additional five (5) year terms and one (1) additional term of four (4) years thereafter. Under no circumstances will the term of this Agreement, including all renewals, exceed forty-

nine (49) years. Annual rental for each such five (5) year additional extension term shall be equal to [REDACTED] of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any

exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR agrees to cooperate with LESSEE in its effort to obtain such approvals. LESSOR acknowledges, consents to and joins in any application for Governmental Approvals and authorizes LESSEE to execute any documents required in furtherance of any such applications. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any building structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. MAINTENANCE.

a. During the Term, LESSEE will maintain the non-structural portions of the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of LESSOR pursuant to Paragraph 9.b below.

b. During the Term, LESSOR shall maintain, in good operating condition and repair, the structural elements of the Building and the Premises, and all Building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LESSOR shall repair any defect in the above within thirty (30) days of receipt of notice from LESSEE of the need for such repair, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from LESSEE describing such defect, unless the defect constitutes an emergency, in which case LESSOR shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- ii. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- v. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

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

11. INSURANCE.

a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
  - i. Commercial General Liability insurance with limits not less than 2,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence



- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 30, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. Following the fifteenth anniversary of the Commencement Date, LESSOR shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that twelve (12) months prior notice is given to LESSEE.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable

steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 34 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein. In the event that LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be equal to one hundred fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

17. RIGHT OF FIRST REFUSAL. Intentionally deleted.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement,

and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

20. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

21. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either 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 signed by the Parties in a written acknowledgment. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect 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, in law or in equity.

22. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

23. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Notwithstanding the foregoing, it shall not be permissible for LESSEE to sell, assign, or transfer this Agreement to any party whose activities are contrary to the mission and values of LESSOR, without LESSOR's consent. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: **LE MOYNE COLLEGE**  
1419 Salt Springs Road  
Syracuse, New York 13214

LESSEE: **SYRACUSE SMSA LIMITED PARTNERSHIP**  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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

26. SUBORDINATION AND NON-DISTURBANCE. Intentionally deleted.

27. ESTOPPEL CERTIFICATE. Each party agrees from time to time, upon not less than thirty (30) business days prior notice from the other, to deliver to the person or persons as the party making the request shall designate in such notice, a statement in writing certifying, if accurate (a) that this Agreement is unmodified and in full force and effect and contains the full agreement between the parties (or, if there have been modifications or additional agreements, that the Agreement is in full force and effect, as modified, and identifying the modifications thereof or additional agreements), (b) the dates to which the rent and other charges due under the Agreement have been paid, and (c) that, insofar as the party making the statement knows, the other party is not in default under any provisions of this Agreement and has performed all of the obligations to be performed by such other party to date thereunder (or, if the party making the statement has knowledge of any default or of any unperformed obligations, a statement of the nature thereof).

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period

and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

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

30. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

31. ENVIRONMENTAL.

a. 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 Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

LESSEE 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 LESSEE's activity at the Premises, unless such conditions or concerns are caused by LESSOR.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to LESSEE's equipment at, and LESSEE's use of, the Premises unless such environmental conditions are caused by LESSOR.

32. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Building, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may,

at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

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

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

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

37. 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.

38. TEMPORARY EASEMENT. LESSOR hereby grants LESSEE a temporary easement (the "Temporary Easement") to encumber a thirty foot (30') wide portion of the parcels of real property designated on the Tax Map of the City of Syracuse as Tax Map Parcel Number(s) 39-07-01.0 extending from Salt Springs Road to the Land Space, together with a twenty foot (20') wide portion on each side of LESSEE's thirty (30') wide permanent access and utilities easement over the parcels designated as Tax Map Parcel Number(s) 39-07-01.0, all as shown on Exhibit A hereto (the "Temporary Easement Area"). LESSOR and LESSEE acknowledge and agree that the Temporary Easement shall be for the purpose of clearing any rocks, dirt, brush, trees or other vegetation, grading, excavation, and storing materials (including, without limitation, excavated soil and equipment) in order to allow for the construction and installation of LESSEE's telecommunications facility as described herein. The Temporary Easement granted hereunder shall terminate upon the completion of the construction and installation of LESSEE's telecommunications facility and LESSEE shall return the Temporary Easement Area to as good a condition as is reasonably practicable considering the clearing and grading that is to be performed by LESSEE.

39. RELOCATION. In the event LESSOR desires to re-construct or expand the Building, only once during the Term however, LESSEE, at LESSOR's request, agrees to relocate its equipment to another location on the Property, hereinafter referred to as the "Relocation", provided:

a. The Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination, and if LESSEE reasonably determines that the new location is not fully compatible for its use then LESSEE's sole remedy shall be to terminate this Lease.

b. LESSOR shall pay all costs incurred for relocating LESSEE's equipment to the Relocation and improving the Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination.

c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate, provided that LESSEE shall have an additional sixty (60) day period as may be required beyond the ninety (90) day period to obtain Governmental Approvals for the Relocation so long as LESSEE commences its pursuit of Governmental Approvals within the ninety (90) day period and thereafter continuously and diligently pursues its Governmental Approvals.

d. LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation per plans and location to be approved by LESSOR.



IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have set their hands and affixed their respective seals on the dates below, effective the day and year first above written.

**LESSOR:**

**LE MOYNE COLLEGE**

By: Brian Bouey  
Printed Name: Brian Bouey  
Its: AVP + Controller  
Signature Date: 6/7/16

**LESSEE:**

**BELL ATLANTIC MOBILE SYSTEMS  
OF ALLENTOWN, INC., d/b/a Verizon Wireless**

By: Richard Polatas  
Name: Richard Polatas  
Title: Director Network Field Engineering  
Signature Date: 2/2/17

SITE NAME: LE MOYNE COLLEGE  
ATTY/DATE: NP/MAY 2016

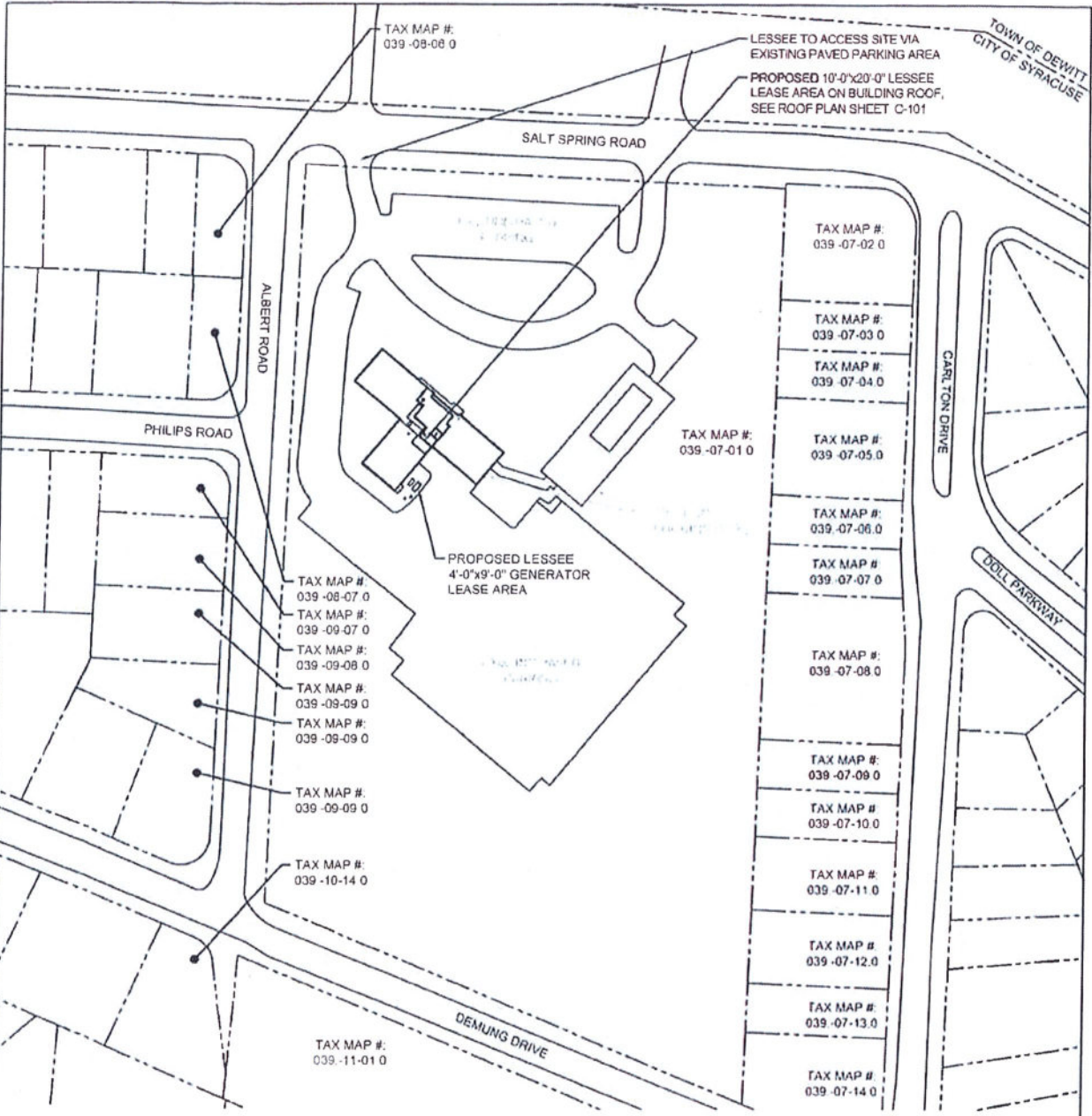
**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

A portion of the following properties as depicted in Exhibit B:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse (formerly the Town of Dewitt), being part of Farm Lot 50 in the County of Onondaga and State of New York described as follows:

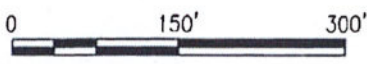
BEGINNING at a point on the west line of the Gifford Manor Tract (Tract Map No. 2002), said point being South  $02^{\circ} 29' 38''$  West, a distance of 5.25 feet from a stone monument at the northwest corner of said tract; thence South  $02^{\circ} 29' 38''$  West, a distance of 937.11 feet along the west line of Gifford Manor Tract to the north line of Demong Drive; thence North  $67^{\circ} 01' 52''$  West along the north street line a distance of 563.50 feet to the center line of Albert Road; thence North  $02^{\circ} 57' 10''$  East along the center line of Albert Road, a distance of 745.34 feet to the south street line of Salt Springs Road; thence South  $86^{\circ} 55' 19''$  East along the south line of Salt Springs Road, a distance of 521.96 feet to a point on the west line of Gifford Manor Tract and point of beginning, being a portion of land described in the Deed to LeMoyne College recorded in Book 1209 of Deeds Page 488, excepting the premises in Book 706 of Deeds, page 333 (Demong Drive conveyed to the City of Syracuse), Book 1281 of Deeds, Page 6 (a 5.25 foot strip of land of the former southerly R.O.W. of Salt Springs Road), and Book 2200 of Deeds, page 344 (the portion of lands south of Demong Drive).

**EXHIBIT "B"**  
**SKETCH/SITE PLAN OF PREMISES**



**NOTES**

1. THE PLAN WAS DEVELOPED FROM AERIAL PHOTOGRAPHY AND TAX MAPS. EXISTING CONDITIONS ARE APPROXIMATE AND NOT THE RESULT OF A FORMAL INSTRUMENT SURVEY.
2. NORTH ORIENTATION IS APPROXIMATE AND WAS ESTABLISHED FROM PHOTOGRAMMETRY.
3. LESSOR SHALL GRANT THE NECESSARY LEASE PARCEL, INGRESS/EGRESS AND UTILITY CABLING EASEMENTS FOR THE PROPOSED LESSEE WIRELESS TELECOMMUNICATIONS FACILITY. THIS SITE LAYOUT LEASE PARCEL AND EASEMENT LOCATIONS MAY BE SUBJECT TO CHANGE BY MUTUAL AGREEMENT OF BOTH PARTIES (LESSEE & LESSOR) AS REQUIRED AS A RESULT OF THE COMPLETION OF A FIELD SURVEY AND/OR THE ZONING APPROVAL PROCESS.



**OVERALL SITE PLAN**  
SCALE: 1" = 150'-0"



Nov 03, 2015 4:32am  
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**C&S Engineers, Inc.**  
 499 Col. Eileen Collins Blvd.  
 Syracuse, New York 13212  
 Phone: 315-455-2000  
 Fax: 315-455-9667  
 www.cscos.com

**SITE NAME: LE MOYNE COLLEGE**  
**PROJECT NUMBER: 20130932582**  
**LOCATION CODE: 273332**  
 1419 SALT SPRINGS ROAD  
 SYRACUSE, NY 13214



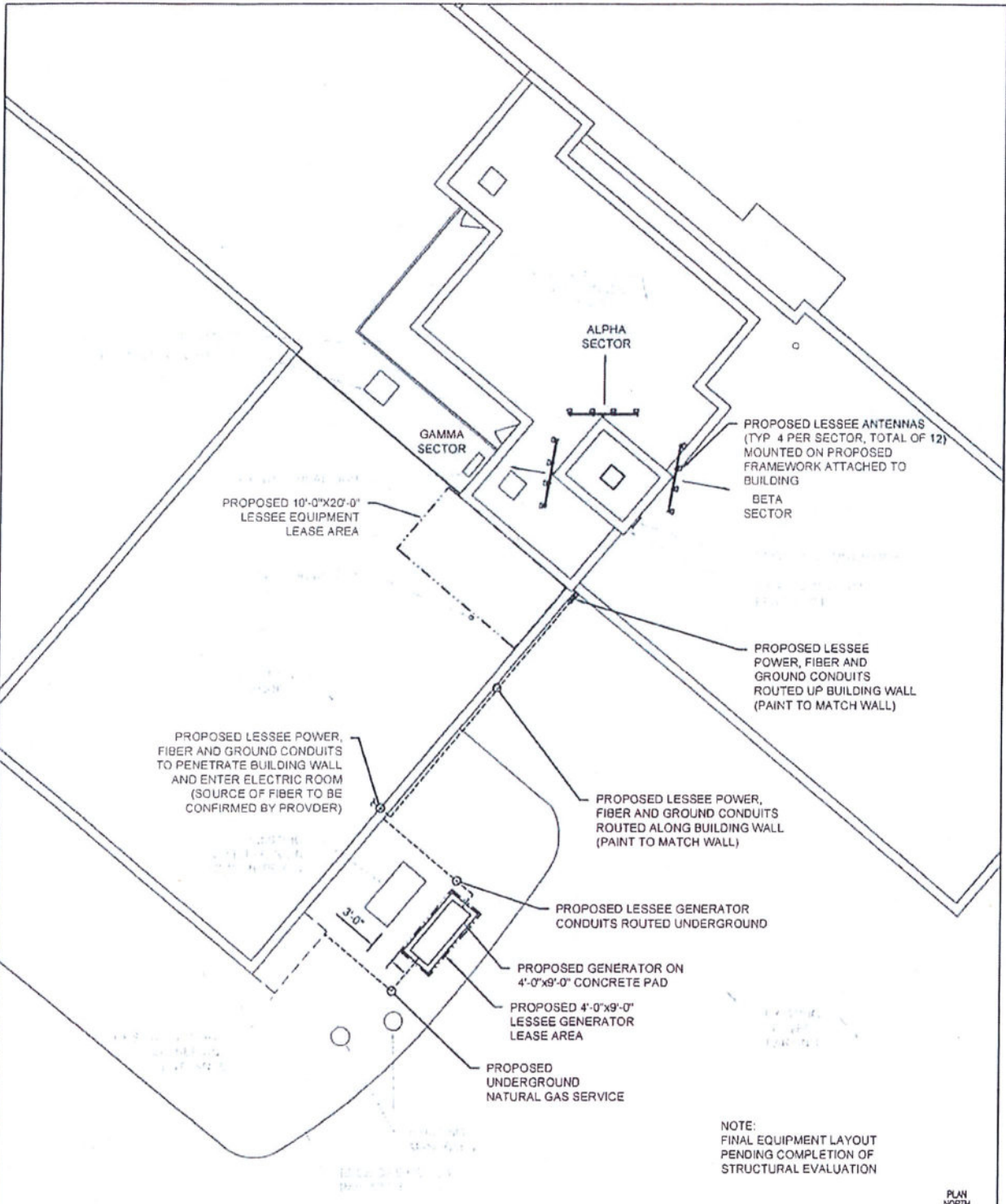
OVERALL SITE PLAN

ORIGINAL DATE: 11-3-15 REVISION DATE:

DATE	BY
LE-001	0

11/3/15

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NOTE:  
 FINAL EQUIPMENT LAYOUT  
 PENDING COMPLETION OF  
 STRUCTURAL EVALUATION



**ROOF PLAN**  
 SCALE: 1" = 16'-0"



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 SYRACUSE, NY 13214



ROOF PLAN

ORIGINAL DATE: 11-3-15 REVISION DATE:

C-101 0

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PROPOSED LESSEE ANTENNAS (TYP 4 PER SECTOR, TOTAL OF 12) MOUNTED ON PROPOSED ANTENNA BOOM ATTACHED TO ELEVATOR PENTHOUSE WALL



TOP OF MAIN ROOF @ 53'-4" ± AGL  
 PROPOSED ANTENNA CENTERLINE @ 70'-0" ± AGL  
 TOP OF PROPOSED ANTENNA @ 73'-0" ± AGL  
 TOP OF MAIN ROOF @ 75'-4" ± AGL

GND ELEV. = 609' ± AMSL

NOTE:  
 FINAL EQUIPMENT LAYOUT  
 PENDING COMPLETION OF  
 STRUCTURAL EVALUATION

**EAST BUILDING ELEVATION**  
 NOT TO SCALE



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 SYRACUSE, NY 13214



BUILDING ELEVATION

ORIGINAL DATE: 11-3-15 REVISION DATE:

0  
 C-201