CITY OF RYE
1051 BOSTON POST ROAD
RYE, NY 10580
AGENDA

REGULAR MEETING OF THE CITY COUNCIL
Wednesday, August 7, 2019
8:00 p.m.

Please Note: The Council will convene at 6:30 p.m. and it is expected they will adjourn into Executive Session at 6:31 p.m. to discuss attorney-client privileged matters, personnel matters and labor negotiations.

1. Pledge of Allegiance.

2. Roll Call

3. General Announcements.

4. Draft unapproved minutes of the Regular Meeting of the City Council held July 17, 2019.

5. Residents may be heard on matters for Council consideration that do not appear on the Agenda.

6. Update on Nursery Field renovation project.

7. Presentation by City Comptroller of Quarterly Report.

8. Presentation regarding the Capital Improvement Program (CIP) for 2020.

9. Consideration to set a public hearing on September 18, 2019 to add Article VI "Vestibules" to Chapter 167 (Streets and Sidewalks) of the City Code of the City of Rye to facilitate the use and implementation of vestibules on the City's sidewalks, allowing commercial properties to insulate interiors in a safe and proper manner.

10. Consideration of setting a public hearing for September 18, 2019 for a Verizon Wireless application for a special permit to install a public utility wireless communication facility on the roof of the Verizon building located at 182 Purchase Street and referral of application to the BAR for review and comment.

11. Consideration to authorize the City Manager to renew an agreement with the Westchester County Department of Correction to provide transportation from Rye to the Westchester County Jail in Valhalla, New York. This agreement would terminate on December 31, 2020.

12. Authorize the City Manager to retain the services of Minol to establish mock billing for Suez.

13. Bid award to All City Management Services for crossing guard services as recommended by the Commissioner of Public Safety.
    Roll Call

14. Consideration of a request by the Rye Free Reading Room for use of the Village Green on Thursday, November 20, 2020 through Monday, November 9, 2020 for Novel Night. That includes set up and clean up. The actual event will take place on Saturday, November 7, 2020 from 6:00 pm – 11:30 pm.

15. Consider of a request by the Jarden Corporation for use of City streets on Sunday, September 22, 2018 from 7:00 a.m. to 6:00 p.m. for their annual Westchester Triathlon.

16. Adoption of the 2018/2019 tax levy and tax rate for the Rye Neck Union Free School District. Roll Call.

17. One appointment to the Rye Golf Club Commission, by the Council, to fill the term expiring on January 1, 2021 of Benoit Ugeux who resigned.

18. Appointments to Boards and Commissions, by the Mayor with Council approval.

19. Old Business/New Business.

20. Adjournment

* *

The next regular meeting of the City Council will be held on Wednesday, September 18, 2019 at 7:30 p.m.

** City Council meetings are available live on Cablevision Channel 75, Verizon Channel 39, and on the City Website, indexed by Agenda item, at www.ryeny.gov under “RyeTV Live”.

DRAFT UNAPPROVED MINUTES of the Regular Meeting of the City Council of the City of Rye held in City Hall on July 17, 2019, at 7:30 P.M.

PRESENT:

JOSH COHN, Mayor
SARA GODDARD
EMILY HURD
RICHARD MECCA
JULIE SOUZA
BENJAMIN STACKS
DANIELLE TAGGER-EPSTEIN
Councilmembers

ABSENT: None

The Council convened at 6:30 P.M. Councilman Mecca made a motion, seconded by Councilwoman Hurd, enter into executive session to discuss litigation and personnel matters. At 7:43 P.M., Councilman Mecca made a motion, seconded by Councilwoman Hurd, to exit executive session and commence the regular meeting of the City Council. The meeting began at 7:49 P.M.

1. Pledge of Allegiance.

Mayor Cohn called the meeting to order and invited the Council to join in the Pledge of Allegiance.

2. Roll Call.

Mayor Cohn asked the City Clerk to call the roll; a quorum was present to conduct official City business.

3. General Announcements.

This item was adjourned.

4. Draft unapproved minutes of the Regular Meeting of the City Council held June 5, 2019.

Councilwoman Hurd made a motion, seconded by Councilman Mecca, to approve the minutes of the regular meeting of the City Council held June 5, 2019.

5. Residents may be heard on matters for Council consideration that do not appear on the Agenda.

There was nothing discussed under this agenda item.

6. Acceptance of a donation to the City from the Disbrow Park Conservancy, owner of the Little Free Library, to install a free children's book exchange for residents at Disbrow Park

Councilwoman Souza made a motion, seconded by Councilwoman Hurd, to adopt the following resolution:

RESOLVED, that the City hereby accepts a donation to the City from the Disbrow Park Conservancy, owner of the Little Free Library, to install a free children's book exchange for residents at Disbrow Park.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks, Tagger-Epstein
NAYS: None
ABSENT: None

7. Open a Public Hearing on a local law to allow physical fitness facilities in the B-1 (Neighborhood Business) and B-4 (Office Building) Zoning Districts.

Councilman Stacks, seconded by Councilman Mecca, made a motion to open the public hearing.

Jonathan Kraut, Harfenist Kraut and Perlstein LLP, attorney for the applicant, addressed the Council. He briefly reviewed the process to date concerning the application to allow physical fitness facilities in the City's zoning code, which was referred to the Planning Commission and then returned back to the Council with recommendations. Mr. Kraut said that Rye's current law was out of sync with contemporary jurisdictions. When the code was created, physical fitness facilities simply did not exist. With respect to the B-1, the proposed code amendment would allow physical fitness use between Orchard and Library Lane. The B-4 encompassed properties with frontage on Theall road. Mr. Kraut said the applicant was here tonight to hear from the public.

Doug Donahue, President of the Board of Directors at the Rye YMCA, stated strong support for the proposal.

Councilwoman Souza asked for clarification on whether the definition of physical fitness facility was being amended, or added. City Planner Miller responded that this was being inserted as a new definition.

With no one else present to speak on the matter, Councilwoman Hurd made a motion, seconded by Councilwoman Souza, to close the public hearing.

Corporation Counsel Wilson explained that the next step would be the environmental assessment form, in which the City would designate itself as the lead agency, with a finding that this use would not have a significant environmental impact under SEQRA. Following these actions, the actual local law would be adopted.

Councilwoman Hurd made a motion, seconded by Councilman Mecca, to adopt the following resolution:

WHEREAS, on November 20, 2018, 1037 Boston Post Road, LLC in connection with the YMCA submitted a petition to the City Council to amend the City Zoning Code to allow physical fitness facilities in the B-1 and B-2 zoning districts located in the "A" and "B" Parking Districts; and

WHEREAS, on January 9, 2019, the proposed zoning text amendment was referred by the City Council to the Planning Commission for its advisory review and comment; and

WHEREAS, the Planning Commission submitted a March 26, 2019 memorandum to the City Council in which it stated support for allowing physical fitness facilities in the City and suggested additional business districts beyond those proposed in the petitioner's request that might also be appropriate for this use; and

WHEREAS, the City Council discussed this matter at its April 24 and May 8 meetings and reached a consensus as to a preferred local law at its May 22 work session to allow physical fitness facilities in the B-1 District for those properties having frontage on the west side of Boston Post Road between Library Lane and Orchard Avenue and as a permitted use in the B-4 District for those properties having frontage on Theall Road; and

WHEREAS, a draft local law and Full Environmental Assessment Form was presented to the City Council in advance of its June 5, 2019 meeting; and

WHEREAS, at its June 5, 2019 meeting the City Council set a public hearing for July 17, 2019 on a draft local law to amend Chapter 197, *Zoning*, of the Rye City Code to Allow Physical Fitness Facility in the B-1 Neighborhood Business District and the B-4 Office Building District; and

WHEREAS, notice of the hearing was published and circulated as required by law; and

WHEREAS, the City Council conducted a noticed public hearing on July 17, 2019 and all those wishing to be heard were given the opportunity to be heard; and

WHEREAS, no public commented on the draft local law; and

WHEREAS, the City Council has reviewed the Full Environmental Assessment Form (EAF) and determines that the proposed action is consider a Type I Action; and

WHEREAS, the City Council is the only Involved Agency in connection with the proposed action;

NOW, THEREFORE, BE IT RESOLVED, that the City Council designates itself as Lead Agency and based on its review of the Environmental Assessment Form (EAF), the criteria

listed in Section 617.7(c) of SEQRA and the complete record, the City Council finds that the proposed action will not have a significant adverse environmental impact; and

BE IT FURTHER RESOLVED, that the City Council adopts Local Law 04-2019, to amend Chapter 197, *Zoning*, of the Rye City Code to Allow Physical Fitness Facility in the B-1 Neighborhood Business District and the B-4 Office Building District.

CITY OF RYE

LOCAL LAW NUMBER 4 2019 OF THE CITY OF RYE

AMENDMENT TO CHAPTER 197: ZONING
OF THE RYE CITY CODE TO ALLOW PHYSICAL FITNESS FACILITY IN THE B-1 NEIGHBORHOOD BUSINESS DISTRICT AND B-4 OFFICE BUILDING DISTRICT

BE IT ENACTED by the City Council of the City of Rye, Westchester County, New York, as follows:

Section 1. Chapter 197: Zoning is hereby amended as follows:

1. **Use Definition:**

Amend Section 197-1: "Definitions and usage." as follows:

> **Physical Fitness Facility:**
> An establishment or use where physical exercise or training is conducted on an individual or group basis, using exercise equipment or open floor space with or without instruction with a personal trainer and/or in a group class, to include, but not be limited to, the following: weight training, yoga, gymnastics, spin, aerobics, martial arts, wrestling, boxing, etc. Support functions accessory to the principal use include a child care area, spas, lockers, showers, health food bar, game or party room, counter and sales desk for sports health or fitness items associated with the facility.

2. **Permitted Use:**

Amend Section 197-86: Table of Regulations: Table B, Business Districts-Use Regulations, Column 2, Uses Permitted Subject to Additional Standards and Requirements, B-1 Neighborhood Business Districts as follows:

> (15) Physical Fitness Facility. This use shall be limited to properties having frontage on the west side of Boston Post Road between Orchard Avenue and Library Lane.

Amend Section 197-86: Table of Regulations: Table B, Business Districts-Use Regulations, Column 2, Uses Permitted Subject to Additional Standards and Requirements, B-2 Central Business Districts as follows:

(1) Uses permitted subject to additional standards and requirements in B-1 Districts and as limited therein, except that Physical Fitness Facility shall not be permitted in the B-2 District.

Amend Section 197-86: Table of Regulations: Table B, Business Districts-Use Regulations, Column 1, Permitted Main Uses, B-4 Office Building Districts as follows:

(2) Physical Fitness Facility. This use shall be limited to properties having frontage on Theall Road.

3. <u>Parking Standard:</u>

Amend Section 197-28: Schedule of Off-Street Parking Requirements, Subsection A: Schedule of Parking Requirements, last amended 7-15-1987 by Local Law No. 7-1987 to include the following:

Use	A	B	C	Unit of Measurement
Physical Fitness Facility	1	1	1	200 square feet of gross floor area

<u>Section 2</u>. If any provision of this Local Law is declared illegal, unconstitutional or unenforceable by a court of competent jurisdiction, the remainder of this Local Law shall be declared to have been separately adopted and shall remain in full force and effect.

<u>Section 3</u>. This local law shall take effect immediately upon filing in the Office of the Secretary of State of the State of New York.

<u>ROLL CALL</u>
AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks, Tagger-Epstein
NAYS: None
ABSENT: None

8. Open a Public Hearing to amend the City Code Chapter 191 "Vehicles and Traffic", Article II "Traffic Regulations", Section 191-9 "Left turns" to prohibit left-hand turns and cross-Boston Post Road maneuvers from Hillside Avenue onto Boston Post Road with a posted "Right-turn only" sign.

Councilman Mecca made a motion, seconded by Councilwoman Souza, to open the public hearing.

There being no one from the public to speak, Councilman Stacks made a motion, seconded by Councilwoman Goddard, to close the public hearing.

Councilwoman Tagger-Epstein asked that the language be clear in the legislation. She asked about enforcement. There was general discussion among the Council about enforcement.

Councilman Stacks made a motion, seconded by Councilwoman Souza, to adopt the following local law:

CITY OF RYE

LOCAL LAW NO. 5 2019

A local law to amend Chapter 191 "Vehicles and Traffic" of the Code of the City of Rye by amending Part 1 "General Regulations" Article II "Traffic Regulations" to reflect a new prohibited left-hand turn as follows:

Be it enacted by the City Council of the City of Rye as follows:

Section 1. Chapter 191. Vehicles and Traffic

Article II. Traffic Regulations

Chapter 191 Vehicles and Traffic

§191-9 Left turns.

A. Left-hand turns are prohibited as described below during the hours indicated:

Location	**Hours**
From Hillside Avenue onto Boston Post Road	

Section 2. If any provision of this Local Law is declared illegal, unconstitutional or unenforceable by a court of competent jurisdiction, the remainder of this Local Law shall be declared to have been separately adopted and shall remain in full force and effect.

Section 3. This local law shall take effect immediately upon filing in the Office of the Secretary of State of the State of New York.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks, Tagger-Epstein
NAYS: None
ABSENT: None

9. Brief update on Food Scrap Recycling Test currently in progress.

Mayor Cohn discussed the Food Scrap Recycling test program, set to go into September 2019. He said that the Council has heard from many people regarding the benefits of food scrap recycling and are thankful for that feedback. He said that the Council has heard at least one concern about the test being ended in September, so he thought it might help that the City continue the test at least through he second meeting in October.

Councilwoman Goddard said that she wanted to spend a few minutes updating the Council and the public on the progress of the pilot program and also to invite councilmembers and the public to have that discussion. She provided a recap of the program, and how it began in Rye. She announced that the City had over 400 households registered for the program, with 156 curbside registrants and approximately 250 drop-off participants. Over 250 households were on the waitlist for the curbside program. DPW and resident feedback has been positive. Councilwoman Goddard talked about benefit of diverting food scraps versus the carbon emissions from a truck. She said it was important to weigh costs and benefits. She read a statement about the positive benefits of the program. Councilwoman Goddard said that over 100 letters of support came in from City residents. Councilwoman Goddard said there was a need to discuss the permanency of the program. She also stated that in order to continue the test program, supplies were needed, meaning that monies needed to be allocated for the purchase of more kits.

Gretchen Crowley, Rye Sustainability Committee, addressed the Council. She reviewed the history of the test program, which she said was unanimously approved by the Council. She then discussed the sustainability accomplishments of Rye in general. Ms. Crowley also talked about the program's positive impact on the community and the Rye educational system. She asked that the program become permanent without interruption.

Melissa Grieco, Rye Sustainability Committee, addressed the Council. She said that the test program has been a resounding success, with approximately 400 households participating. In mid-April, a survey went out to the participants, with an outstanding response to the survey. She said there was overwhelming favor for this program. Ms. Grieco further stated that food scraps are not trash. She explained some of the scientific benefits of food scrap recycling, including that the high water content in food scraps take more energy to burn in traditional trash methods.

Linda Mackay, Rye Sustainability, said she was proud of the people of Rye and thankful for their positive feedback for the program. Ms. Mackay discussed the environmental benefits of food scrapping.

Patty Capparelli, Rye Sustainability, talked about cost of the program. She broke down contribution by users and tax payers. She compared different programs run by the City.

Councilwoman Goddard stressed that a decision needed to be made regarding the length of the program and also on the need for more supplies.

Councilwoman Tagger-Epstein said that she supported making this pilot permanent. She said that the Council had received 110 letters of support. She discussed the harmful environmental effects of food scraps without proper disposal and the benefits of the program.

Councilman Stacks commented that he appreciated all the effort that was put into the presentation. He was concerned that by making a decision without all of the information/ data, he would be shortchanging the process. He said that with all due respect, he was not ready to make a decision at the meeting.

Councilwoman Souza said that her hope is that the County would implement the food scrap recycling, which would eliminate the long drive to Ulster County. She said that she supported extending the pilot program to October 2019.

Councilman Mecca proposed considering extending the program another six months, to be able to have a full year of data.

There was discussion among the Council about the process.

Councilwoman Goddard explained that when a residents registers for food scrap recycling, the City provides a kit. The kits are depleted and to extend the test program, the City would need to purchase more.

Councilwoman Hurd said that she was a satisfied pilot program participant. She said she appreciated the curbside service. She thanked everyone for their hard work on the program.

Councilwoman Tagger-Epstein thanked the DPW for their help with the program.

Jen Crozier, 14 Pine Lane, addressed the Council. She said she was speaking up on behalf of those on the waitlist. She urged the City to increase the curbside program.

Tracy Stora, 3 Fairlawn Court, Chair of the Conservation Commission Advisory Council, stated support for the Food Scrap Recycling program. She discussed the positive impact on the community and the environmental benefits.

Vincent Mellit, 24 Locust Lane, made a statement in support of the program.

Mayor Cohn said that he was deeply appreciative of all the work that has been done. He also said that he appreciated the feedback from the community. With respect to the question of curbside, maintaining a City service for the current 156 people in the program takes two workers, a truck, and a full day. Mayor Cohn said that the City needs to be thinking of changing other DPW collection practices. There is also a possibility of the County helping with the food scrap recycling initiative, but the timing on that is unclear. He said that he was in favor of extending the program to October to have more data. Mayor Cohn further said that he was not in favor of stopping the program when there is more data to be collected and reviewed. He said that the City should approve the expenditure for the additional kits needs for the program to continue running.

Councilwoman Goddard presented a letter from the County asking the City to continue the program. She stated support for extending the program an additional six months.

Councilwoman Souza said that she was in support of extending the Food Scrap Recycling Pilot Program to October and then discussing about further extension in October. Councilwoman Souza said she thought it was alarming that 20% of those with curbside pickup did not put out their food scraps on a weekly basis.

Councilwoman Souza made a motion, seconded by Mayor Cohn, to adopt the following resolution:

RESOLVED, that the City of Rye Food Scrap Recycling Program is hereby extended to October 2019.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks, Tagger-Epstein
NAYS: Councilmembers Goddard and Tagger-Epstein
ABSENT: None

Councilman Mecca made a motion, seconded by Councilwoman Hurd, to cover the expenditures necessary for the 200 kits needed to extend the Food Scrap Recycling Program to October 2019, not to exceed $4,500.00.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks, Tagger-Epstein
NAYS: Councilmembers Goddard and Tagger-Epstein
ABSENT: None

10. Presentation on City Financials by Brendan K. Kennedy of the auditing firm of BST & Co, LLP.

Mayor Cohn invited Brendan K. Kennedy, auditor, to speak. Mr. Kennedy addressed the Council and presented a slideshow with the results of the 2018 audit. He stated that the auditing process started back in January 2019, and was completed in June. Mr. Kennedy was happy to

report that the auditing team did not identify any material deficiencies. The City was issued a clean opinion. Mr. Kennedy stated that the Comprehensive Annual Financial Report (CAFR) of the City of Rye, the highest level of reporting possible by a municipality, was submitted to the Government Finance Officers Association (GFOA). The City has received the Certificate of Achievements for Excellence in Financial Reporting, an award only issued to 40 of the 2,281 municipalities that submitted. Mr. Kennedy spoke about the City's recent adoption of GASB 75, which replaces the previously-implemented GASB 45, which accounts for a municipality's funding role in post-retirement healthcare.

Mr. Kennedy gave an overview of the General Fund Balance, which he said was in good financial position. He also gave an overview of the Boat Basin, dredging, and other capital improvements. He said that a positive audit report was earned by the City.

11. Presentation by Stantec regarding Nursery Field donor-funded renovation.

Tim White, Rye resident and Rye Youth Athletic Foundation, discussed the need in accessible field space in Rye. While there are fields, bad weather recently has caused a lot of cancellations in the current space. Mr. White explained that a group of residents came together to think of solutions for the City. There was a feasibility study in which Nursery Field was the most likely candidate for field rejuvenation to withstand weather-related cancellations.

Phillips Katz, Stantec, addressed the Council. He said that they were tasked with looking at Nursery Field and doing a feasibility study to ask what the best type of field that can be used there.

Josh Atkinson, Stantec, made a presentation on the feasibility and field space at Nursery Field. He analyzed natural grass renovation versus synthetic turf. The pros for synthetic turf are as follows: more infiltration, capital costs due to the longevity of the turf, among other things. Mr. Atkinson did a capital cost analysis.

Bart Dinardo, Chair of the Recreation Commission, addressed the Council. He said that this evening there had been a unique opportunity to partner with the citizens with Rye. In 2018, Nursery Field was closed a total of 36 times due to weather. In 2017, it was closed 19 times. Mr. Dinardo explained that the Commission and citizens' group was asking for money to get it off to the design stage. He asked for the City's support to start the design process. He stressed that the fields were in need. He said that the goal was to spend money wisely on important priorities. Mr. Dinardo said the hope was that the City could see this project as an opportunity to have a design that will benefit all of the user groups in Rye for Nursery Field.

Jon Hess, 169 Grace Church Street, current president of the Board of Rye Youth Lacrosse, provided some context on the issue. He said that last year, Rye Youth Lacrosse was scheduled and allotted 125 hours in a ten week span, with 62 of those hours canceled due to weather. He said the only alternative was to go to turf.

Mayor Cohn clarified that the City would be advancing these funds with the expectation that the donor group will be reimbursing the City for that cost.

Councilman Mecca said that this was a new issue for him and other members of the Council to consider. He stated he needed further background in order to vote on spending $90,000. He asked if this would be an issue that would be presented before the Planning Commission because it is located in a wetland buffer zone.

City Planner Miller stated that the Planning Commission would need to consider the application due to the wetlands status, and a SEQRA analysis would need to be completed.

Councilman Mecca said that there was then a risk that the field may not be able to be raised to take it out of the flood plain. He asked if that was a risk this group is willing to take. He thought it would be pertinent to know if the field renovation would still be possible with a certain elevation.

Councilwoman Souza said that the City would be putting the $90,000 at risk if raising the field was not feasible, as in that case, the resident group would not be reimbursing the City.

Statec representatives responded that the field would still work, but ideally the field would be raised up to eliminate the risk of flooding. He said that they would get to a point short of $90,000 where they would know for sure on that.

Mayor Cohn asked Stantec to look at that issue up front to avoid unnecessary expenditure.

Councilwoman Hurd said that the Stantec proposal had been circulated in July. She said she agreed with adjourning the matter to August 7, 2019, to address the outstanding issues.

There was discussion about logistics and timeline, which would need to be aggressive should the goal to be up and running by September 2020.

Councilwoman Souza asked how long it would take for Stantec to answer the question about feasibility in the flood zone. The Council asked Stantec to please make that question its first priority so that discussion could happen at the next Council meeting.

12. <u>Consideration Resolution to transfer $90,000 from General Unassigned Fund balance to the Nursery Field Account to fund the re-design of Nursery Field.</u>
<u>Roll Call</u>

Councilwoman Hurd made a motion, seconded by Councilwoman Souza, to adopt the following resolution:

RESOLVED, that the City Council authorizes the transfer and expenditure not to exceed $90,000 from the General Fund to the Nursery Field Account to fund the re-design of Nursery Field.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks Tagger-Epstein
NAYS: None
ABSENT: None

13. Update on Capital Projects

Mayor Cohn said that the Council recently did a work session on this matter. A video of the detailed discussion is available on the website. The Council has discussed our capital projects previously, including police/ court renovations, City Hall improvements, Central Avenue Pump Station, sanitation vehicles, and DPW improvements. Mayor Cohn discussed the Police/ Court renovations and the fact that the trailers, originally meant to stage the court during renovation, added substantial cost to the project that could not be recovered. The City is currently looking at alternatives to the trailers, including holding court at City Hall or in the renovated second floor of DPW Building 5. On the City Hall HVAC improvements, a consultant projected estimates for this total cost.

City Manager Serrano stated that the City had $3 million in the capital reserve account. The idea behind that account is to fund the projects, including soft costs and engineering costs, as they are approved.

Mayor Cohn added that they were hopeful that the capital reserve fund will be replenished to some degree.

City Planner Miller said that the presentation on capital projects was done on July 11, 2019. Projects and priorities were discussed. He mentioned that the Council came to an impasse on the temporary placement of the City Court, which is due to undergo required renovations. City Planner Miller also said that with respect to the HVAC system, previous estimates had been updated. There was discussion over City Hall improvements in general.

City Engineer Coyne mentioned two grants from state agencies for sewer maintenance that the City has received and will move forward with.

14. Consideration to set a Public Hearing on August 7, 2019 to add Article VI "Vestibules" to Chapter 167 (Streets and Sidewalks) of the City Code of the City of Rye to facilitate the use and implementation of vestibules on the City's sidewalks, allowing commercial properties to insulate interiors in a safe and proper manner.

This item was adjourned.

15. Appointments Consideration to set a public hearing for August 7, 2019 to adopt a local law, Article 21 "Financial Procedures" of the Charter of the City of Rye section § C21-9 "Bond Resolutions" to add a new subsection G to allow certain well-qualified debt of enterprise funds outside the charter debt limit.

Councilwoman Souza made a motion, seconded by Councilman Stacks and unanimously carried, to set a public hearing for August 7, 2019 to adopt a local law, Article 21 "Financial Procedures" of the Charter of the City of Rye section § C21-9 "Bond Resolutions" to add a new subsection G to allow certain well-qualified debt of enterprise funds outside the charter debt limit.

16. Acknowledge Verizon Wireless application for a special permit to install a wireless communication facility on the roof of the Verizon building located at 182 Purchase Street.

Michael Sheridan, associate with Snyder and Snyder, attorney for the applicant, addressed the Council. He asked the Council to set a public hearing regarding the application to install a wireless communication facility.

Mayor Cohn acknowledged the receipt by the City of the application. He explained that the Council will need to spend a little more time considering the application before a public hearing is set.

The matter was adjourned to an undetermined date.

17. Resolution to declare certain City equipment as surplus.
Roll Call.

Councilwoman Hurd made a motion, seconded by Councilman Mecca, to adopt the following resolution

WHEREAS, the City has been provided with a list of City equipment identified as being obsolete or will become obsolete during 2019; and,

WHEREAS, the DPW Department has recommended that said equipment be declared surplus; now, therefore, be it

RESOLVED, that said equipment is declared surplus; and, be it further

RESOLVED, that authorization is given to the City Comptroller to sell or dispose of said equipment in a manner that will serve in the best interests of the City.

ROLL CALL

AYES:	Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks Tagger-Epstein
NAYS:	None
ABSENT:	None

18. Consideration of a request from Rye Nature Center to waive parking restrictions at the snow field lot to accommodate summer employees on weekdays retroactive from July 1, 2019 – August 9, 2019.

Councilwoman Souza made a motion, seconded by Councilwoman Hurd and unanimously carried, to waive parking restrictions at the snow field lot to accommodate summer employees on weekdays retroactive from July 1, 2019 to August 9, 2019.

19. Consideration to authorize the Comptroller to transfer $6,000 from the Rye Golf Club Contingency Fund to Legal Claims and Settlements for the Lyon's case.
Roll Call

Councilman Stacks made a motion, seconded by Councilwoman Hurd, to adopt the following resolution:

RESOLVED, that the Comptroller is hereby authorized to transfer $6,000 from the Rye Golf Club Contingency Fund to Legal Claims and Settlements for the Lyon's case.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks Tagger-Epstein
NAYS: None
ABSENT: None

20. Consideration of a request from Leigh Steckler to have a food truck on Saturday, July 27, 2019 at Rye Town Park from 7:00 pm – 8:00 pm for a graduation party. The City Council will have to waive § 144-8D and G of the City Code.
Roll Call

Councilwoman Souza made a motion, seconded by Councilman Stacks, to adopt the following resolution:

RESOLVED, that § 144-8D and G of the City Code are hereby waived to permit a food truck on Saturday, July 27, 2019 at Rye Town Park from 7:00 pm – 8:00 pm for a graduation party.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Hurd, Mecca, Souza, Stacks Tagger-Epstein
NAYS: None
ABSENT: None

21. Old Business/New Business.

There was nothing discussed under this agenda item.

22. Adjournment.

There being no further business to discuss, Councilman Mecca made a motion, seconded by Councilwoman Souza and unanimously carried, to adjourn the meeting at 11:16 P.M.

Respectfully submitted,

Carolyn D'Andrea
City Clerk

CITY COUNCIL AGENDA

NO. 7 DEPT.: Comptroller's Office DATE: July 21, 2019

CONTACT: Joe Fazzino, Deputy Comptroller

AGENDA ITEM: Presentation of Quarterly Financial Report by City Comptroller.

FOR THE MEETING OF:

August 7, 2019

RYE CITY CODE,

CHAPTER
SECTION

RECOMMENDATION: That the Council hear the report.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

CITY COUNCIL AGENDA

NO. 8 DEPT.: Planning DATE: July 29, 2019

CONTACT: Christian Miller, City Planner

AGENDA ITEM: Presentation regarding the Capital Improvement Program (CIP) for 2020.

FOR THE MEETING OF:

August 7, 2019

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council hear the report.

IMPACT: ☐ Environmental ☒ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND:

CITY COUNCIL AGENDA

NO. 9 DEPT.: Legal DATE: January 23, 2019

CONTACT: Kristen Wilson, Corporation Council

AGENDA ITEM: Consider setting a public hearing for September 18, 2019 to add Article VI "Vestibules" to Chapter 167 (Streets and Sidewalks) of the City Code of the City of Rye to facilitate the use and implementation of vestibules on the City's sidewalks, allowing commercial properties to insulate interiors in a safe and proper manner.

FOR THE MEETING OF:
August 7, 2019

City Code: Chapter 167

RECOMMENDATION: That the Council set a Public Hearing for September 18, 2019.

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND: The purpose of this chapter is to establish regulations for the design, construction, installation and maintenance of vestibules in the City of Rye, in order to maintain safe conditions that protect the well-being of the community and to allow for additional insulation and protections to be provided during the winter season.

See attached.

Christian K. Miller, AICP
City Planner
1051 Boston Post Road
Rye, New York 10580

Tel: (914) 967-7167
Fax: (914) 967-7185
E-mail: cmiller@ryeny.gov
http://www.ryeny.gov

CITY OF RYE
Department of Planning

Memorandum

To: Marcus Serrano, City Manager

From: Christian K. Miller, City Planner
Kristen K. Wilson, Esq. Corporation Counsel

cc: Kerry Lenihan, Building Inspector

Date: January 3, 2019

Subject: **Local Law for the Regulation of Temporary Seasonal Vestibules**

Attached hereto for consideration by the City Council is a draft local law amending the City Code to add new regulations for the review, approval and installation of vestibules at entrances to businesses during winter months. These vestibules allow for a reduction of heat loss at commercial properties. The local law establishes new standards and requirements when they encroach into the City right-of-way and adjacent sidewalks.

The local law is modeled after the current City regulation for seasonal outdoor dining. Applicant's seeking to install vestibules would need approval from the City Building Inspector and must maintain a minimum of five feet of unobstructed sidewalk for safe pedestrian passage. Each vestibule would require approval by the Board of Architectural Review and would only be permitted between November 15 and April 15 of each year.

Attached for the City Council's consideration is a draft resolution implementing the local law and amending the City's Fee Schedule to establish a $650 vestibule application fee (which is the same fee charged for outdoor dining applications) and a $1,500 annual licensing fee for the use of City sidewalks. The resolution also establishes a $100 per chair licensing fee for outdoor dining. This is proposed to provide regulatory consistency and equity since outdoor dining does not have a licensing fee for the use of City property in the City Fee Schedule.

Also attached as required by law a short Environmental Assessment Form (EAF). It is not anticipated that the proposed local law has any significant environmental impact.

CITY OF RYE
LOCAL LAW NO.__ OF 2019

A Local Law to add Article VI "Vestibules" to Chapter 167 (Streets and Sidewalks) of the City Code of the City of Rye to facilitate the use and implementation of seasonal vestibules on the City's sidewalks, allowing commercial properties to insulate interiors in a safe and proper manner.

Section 1. General

§ 167-66 Purpose.

The purpose of this chapter is to establish regulations for the design, construction, installation and maintenance of seasonal vestibules in the City of Rye, in order to maintain safe conditions that protect the well-being of the community and to allow for additional insulation and protections to be provided during the winter season.

§ 167-67 Permit required.

A. No person, firm or corporation conducting or maintaining any place of business in the entire City shall keep, use, erect, construct or maintain any vestibule in or upon the sidewalks or rights-of-way in the City unless the person, firm or corporation obtains a vestibule permit from the City of Rye Building Inspector.

§ 167-68 Permit applications.

A. All applications for vestibule permits shall be submitted to the City of Rye Building Department and contain the following information:

(1) The name and business address of the applicant.

(2) The name of the street, alley or sidewalk onto which it is desired to place the vestibule.

(3) A site plan with appropriate dimensions showing the size and configuration of the vestibule and the extent of encroachment on adjacent City property, the location of adjacent buildings and storefront entrances and the dimensions to City curb and other existing obstructions (e.g. trees, signs, planters or other street amenities).

(4) A drawing showing the materials, color and other physical elements and appearance of the vestibule in sufficient detail to facilitate review by the Board of Architectural Review.

(5) Other information and plans as may be required by the City of Rye Building Department.

(6) Application and seasonal licensing fees as set forth in the Fee Schedule adopted by the City Council.

B. No vestibule permit shall be issued until the Building Inspector has approved the proposed vestibule location and the sufficiency of the pedestrian pathway.

§ 167-69 Permit conditions; effect on existing vestibules.

A. Any vestibule permit shall be conditioned on the following:

(1) Vestibule permits are effective from November 15 to April 15 each year. Vestibule permits are only effective for one winter season.

(2) Any vestibule must allow for at least five (5) feet of unobstructed sidewalk to allow for sufficient pedestrian passage.

(3) Before any permit is issued, the applicant shall furnish the City with proof of insurance naming the City of Rye as an additional insured in the amount of two-million dollars ($2 Million) in addition to a signed and notarized hold harmless and indemnification agreement holding the City of Rye harmless from any liability and indemnifying the City of Rye. All documents shall be submitted to the City Attorney for review and approval.

(4) All vestibules shall be approved by the City of Rye Board of Architectural Review prior to receiving a permit.

B. Any person, firm or corporation which has a vestibule located on the sidewalk along any streets or City rights-of-way in the City shall immediately remove same or comply with the terms of this article.

§ 167-70 Permit denial or revocation; appeal.

A. The Building Inspector may deny a vestibule permit or modify the above requirements if such vestibule would interfere with safe pedestrian passage on a particular area of sidewalk. If the Building Inspector denies a permit, he/she must state his/her reason(s) for

denying the vestibule permit, in writing, and mail a copy of the written decision to the applicant.

B. The Building Inspector may issue a notice of violation for persons or entities violating any provision of this article or conditions of the approved vestibule permit. Such notice shall be in writing and specify the provision(s) violated, the remedial action to be taken and the time limit for compliance, which shall be no less than three (3) days from the date of the mailing of the notice of violation.

C. If a person, firm or corporation willfully and consistently fails to comply with the provisions of this article, the City may take any necessary steps to ensure a clear pedestrian pathway of at least five (5) feet and assess against such party the costs of maintaining such pedestrian pathway.

D. Right of appeal. Any holder of a vestibule permit who has had his/her permit revoked or who has been ordered by the Building Inspector to incur expense in connection with the clearing or maintenance of a vestibule, or any applicant whose application has been denied, may appeal to the Board of Appeals within 15 days of such revocation, order or decision.

§ 167-71 Fees.

Prior to the issuance of a vestibule permit, application and seasonal licensing fees as set forth in the Fee Schedule adopted by the City Council..

Section 2. Severability

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this Local Law shall not affect the validity of any other part of this Local Law that can be given effect without such invalid part or parts.

Section 3. Effective Date

This Local Law shall take effect immediately upon its adoption and filing with the Secretary of State.

RESOLUTION

A Local Law to add Article VI "Vestibules" to Chapter 167 (Streets and Sidewalks) of the City Code of the City of Rye to facilitate the use and implementation of seasonal vestibules on the City's sidewalks, allowing commercial properties to insulate interiors in a safe and proper manner.

WHEREAS, on _____, 2019, the Rye City Council set a public hearing for _____, 2019 on a local law to add Article VI "Vestibules" to Chapter 167 (Streets and Sidewalks) of the City Code of the City of Rye to facilitate the use and implementation of seasonal vestibules on the City's sidewalks, allowing commercial properties to insulate interiors in a safe and proper manner.; and

WHEREAS, the City Council has reviewed the Environmental Assessment Form (EAF) and determines that the proposed action is consider an Unlisted Action; and

WHEREAS, the City Council is the only Involved Agency in connection with the proposed action; and

WHEREAS, the City Council conducted a noticed public hearing on _____, 2019 and all those wishing to be heard were given the opportunity to be heard;

NOW, THEREFORE, BE IT RESOLVED, that the City Council designates itself as Lead Agency and based on its review of the Environmental Assessment Form (EAF), the criteria listed in Section 617.7(c) of SEQRA and the complete record, the City Council finds that the proposed action will not have a significant adverse environmental impact; and

BE IT FURTHER RESOLVED, that the City Council adopts Local Law #_____-2019 to add Article VI "Vestibules" to Chapter 167 (Streets and Sidewalks) of the City Code of the City of Rye to facilitate the use and implementation of seasonal vestibules on the City's sidewalks, allowing commercial properties to insulate interiors in a safe and proper manner; and

BE IT FURTHER RESOLVED, that the City Council amends the current City Fee Schedule to add the following new fees: 1) "Vestibule Permit - $650"; 2) "Seasonal Vestibule Licensing Fee - $1,500"; and 3) "Outdoor Dining Licensing Fee – ($100 per chair)".

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.

Part 1 – Project and Sponsor Information

Rye City Council

Name of Action or Project:

Local Law Adding New Regulations for Vestibules

Project Location (describe, and attach a location map):

City of Rye, New York

Brief Description of Proposed Action:

The proposed action involves the adoption of a local law to add Article VI "Vestibules" to Chapter 167 (Streets and Sidewalks) of the City Code of the City of Rye to facilitate the use and implementation of seasonal vestibules on the City's sidewalks, allowing commercial properties to insulate interiors safe and proper manner. The proposed action will allow businesses to reduce heat loss at entrances during winter months.

Name of Applicant or Sponsor:	Telephone: 914-967-7474
Rye City Council	E-Mail: Manager@ryeny.gov

Address:

1051 Boston Post Road

City/PO:	State:	Zip Code:
Rye	NY	10580

	NO	YES
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.	☐	☑
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:	☑	☐

3. a. Total acreage of the site of the proposed action? N/A acres
   b. Total acreage to be physically disturbed? N/A acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? N/A acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	✔
b. Consistent with the adopted comprehensive plan?	☐	✔	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	✔
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	✔	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	✔	☐
b. Are public transportation services available at or near the site of the proposed action?	✔	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	✔	☐
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: _____ The proposed action will allow businesses to reduce heat loss at entrances during winter months.	☐	✔
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	✔	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	✔	☐
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?	✔	☐
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?	✔	☐
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?	✔	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	✔	☐
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

	NO	YES
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?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
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?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☑	☐
If Yes, briefly describe: _____		
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: _____	☑	☐
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: _____	☑	☐
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: _____	☑	☐

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

Applicant/sponsor/name: Rye City Council Date: January 3, 2019

Signature: Christian K. Miller Title: City Planner

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	**Moderate to large impact may occur**
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	✔	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	✔	☐
3. Will the proposed action impair the character or quality of the existing community?	✔	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	✔	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	✔	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	✔	☐
7. Will the proposed action impact existing: a. public / private water supplies?	✔	☐
b. public / private wastewater treatment utilities?	✔	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	✔	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	✔	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	✔	☐
11. Will the proposed action create a hazard to environmental resources or human health?	✔	☐

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Rye City Council	February 2019
Name of Lead Agency	Date
Josh Cohn	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

CITY COUNCIL AGENDA

NO. 10 DEPT.: Building DATE: July 31, 2019

CONTACT: Christian Miller, City Planner

AGENDA ITEM: Consideration of setting a public hearing for September 18, 2019 for a Verizon Wireless application for a special permit to install a public utility wireless communication facility on the roof of the Verizon building located at 182 Purchase Street and referral of application to the BAR for review and comment.

FOR THE MEETING OF:

August 7, 2019

RYE CITY CODE,

CHAPTER
SECTION

RECOMMENDATION: That the Council set the public hearing and refer the application to the BAR.

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND:

Verizon designed the wireless communication facility to be strategy located on the property, concealed behind a screened enclosure, to provide enhanced wireless communication services to the area.

See attached.

LAW OFFICES OF
SNYDER & SNYDER, LLP
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TARRYTOWN, NEW YORK 10591
(914) 333-0700
FAX (914) 333-0743

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REPLY TO:

WESTCHESTER OFFICE

June 28, 2019

Honorable Mayor Cohn
and Members of the City Council
City of Rye
1051 Boston Post Road
Rye, New York 10580

Re: Special Permit Application by New York SMSA Limited Partnership d/b/a Verizon Wireless to Install a Public Utility Wireless Telecommunications Facility on the Roof of the Building Located at 182 Purchase Street, Rye, New York

Honorable Mayor Cohn
and Members of the City Council:

We are the attorneys for New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") in connection with its request for a special permit to install a public utility wireless telecommunications facility ("Facility") at the above referenced property ("Property"). The City of Rye permits wireless telecommunications facilities, such as the Facility, on the Property by special permit from the City Council, in accordance with Chapter 196 of the City Code of the City of Rye ("City Code"). Verizon Wireless is a provider of wireless communications services, and is licensed by the Federal Communications Commission to provide same throughout the New York metropolitan area, including the City of Rye.

The Facility has been strategically designed and located on the Property. It consists of antennas and related equipment concealed behind a screened enclosure on the rooftop of the existing building so that all of the equipment will be shielded from view. Moreover, the Property is already used for telecommunications purposes. The Facility will provide enhanced wireless communication services to the area, including, without limitation, vital emergency wireless 911 communications.

In support of the foregoing, Verizon Wireless is pleased to enclose the following materials:

1. Ten (10) copies of the Wireless Telecommunications Facility Permit Application, together with a Letter of Authorization signed by the owner of the Property;

2. Ten (10) copies of the Statement in Support of the Application, with exhibits; and

3. Ten (10) copies of the Site Plan.

Since the City does not have a fee schedule, kindly advise on any fees associated with the special permit application and we will pay any such required fees.

We thank you for your consideration, and look forward to discussing this matter at the next City Council meeting. If you have any questions or require any additional documentation, please do not hesitate to contact me or Michael Sheridan of my office at 914-333-0700.

Respectfully submitted,

Leslie J. Snyder

LJS:ap
Enclosures
cc: Verizon Wireless
WFC Architects
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Wireless Telecommunications Facility Permit Application

For Eligible Facility Requests, Special Use Permits and Special Exception Permits

City of Rye, New York

1051 Boston Post Road, Rye, New York 10580

This application should be completed and signed according to Chapter 196 of the Code of the City of Rye, accompanied by any necessary drawings, and submitted to the City with appropriate fees.

PART I – General Information:

A. Application Name **New York SMSA Limited Partnership d/b/a Verizon Wireless Wireless Telecommunications Facility**

B. Applicant: (*Please specify if utility provider as defined in Chapter 196 or a governmental Agency*).

Name:	**New York SMSA Limited Partnership d/b/a Verizon Wireless**				
Address:	**4 Centerock Road**				
City:	**West Nyack**	State:	**NY**	Zip:	**10994**
Phone:	**(914) 714-7352**	Fax:		Email:	

C. Property Owner:

Name:	**Verizon New York, Inc.**				
Address:	**140 West Street, 27th Floor**				
City:	**New York**	State:	NY	Zip:	**10007**
Phone:	**212-321-8136**	Fax:		Email:	

D. Applicant Representative:

Name:	**Leslie Snyder, Esq.**				
Firm:	**Snyder & Snyder, LLP**				
Address:	**94 White Plains Road**				
City:	Tarrytown	State:	**NY**	Zip:	**10591**
Phone:	**914-333-0700**	Fax:	**914-333-0743**	Email:	**lsnyder@snyderlaw.net**

For Internal Use Only:

Application Receipt Date:

Application No.: **TC**

Fee Check No.:

Fee Check No.:

Prior Approvals:

Wireless Telecommunications Facility Permit Application

City of Rye, New York

PART II – Project Information:

A. Property Information:

Street Address:	**182 Purchase Street**					
City:	Rye	State:	NY	Zip:	10580	
Property Area (Acres):						
Tax Map Designation:	Sheet: **139.19**	Block: **3**		Lot(s): **68.1**		
	Sheet:	Block:		Lot(s):		
	Sheet:	Block:		Lot(s):		
Zoning District:	**RA-3**					
Flood Insurance Zone:	**N/A (installation on roof of existing building)**					

B. Project Description:

In the space below, briefly describe the proposed project. A report detailing the specifications of this proposal, pursuant to the requirements set forth in section 196-6 of the Code of the City of Rye, must be attached.

Installation of a wireless telecommunications facility on the roof of the existing building on the property.

C. Regulatory Compliance

1. Will the proposed project place any fill or a structure within a Flood Zone? ☐ Yes ☒ No
   (If yes, Chapter 100, Floodplain Management, may apply)
2. Is the proposed facility located within a designated preservation area? ☐ Yes ☒ No
   (If yes, Chapter 117, Landmarks Preservation, may apply)
3. Is a fence or wall proposed as part of the application? ☐ Yes ☒ No
   (If yes, Chapter 90, Fences and Walls, may apply)
4. Is the facility located within a designated coastal area boundary? ☐ Yes ☒ No
   (If yes, Chapter 73, Coastal Zone Management, may apply)
5. Is the facility located within 100 feet of a wetland? ☐ Yes ☒ No
   (If yes, Chapter 195, Wetlands and Watercourses, may apply)
6. Is the facility substantial contiguous to a historic structure? ☐ Yes ☒ No

Wireless Telecommunications Facility Permit Application

City of Rye, New York

D. Prior Approvals – Application Checklist for Permits

To facilitate the approval process, the City of Rye requests that applicants indicate below all permit applications that are **pending**, have been **approved** or have been **rejected** for the proposed facility. The following checklist will allow the City authorities to be more familiar with properties that are the subject of the current application. Please indicate all applications submitted for the facility in question, including those that were prepared for projects separate from the current one. Intentionally omitting any items from this checklist is cause for delay or rejection of the application(s) being considered.

Board, Commission or Inspector:	Date(s) of Prior Approval(s):	City Identifier Reference(s):	Previous Action(s) on Application(s):	New Permit(s) Applied for: (Check Boxes)
City Council				☐
Appeals				☐
Architectural Review				☐
Conservation				☐
Landmarks				☐
Planning Commission				☐
Building Inspector				☐
City Engineer				☐
City Planner				☐
Other:				☐

PART III – Facility Compliance: Please attach a written statement that affirms the following:

A. The applicant's proposed wireless telecommunications facility will be maintained in a safe manner and in compliance with all conditions of the eligible facilities permit, special use permit or special exception permit without exception, unless specifically granted relief by the Council in writing, as well as all applicable and permissible local codes, ordinances and regulations, including any and all applicable county, state and federal laws, rules and regulations

B. The construction of the wireless telecommunications facility is legally permissible, including but not limited to the fact that the applicant is authorized to do business in New York State.

PART IV – Fees and Consultant Review Deposit:

Application Fee Submitted: $ _____

Deposit Submitted for Consultant Review: $ _____

Wireless Telecommunications Facility Permit Application

City of Rye, New York

PART V – Signatures

In signing this application, I acknowledge that I have read the Chapter 196 of the Rye City Code, and that the proposed use, to the best of my knowledge, will conform to those provisions. Further, I understand that a written request for re-certification, pursuant to Chapter 196-17 of the Code of the City of Rye, must be submitted prior to each fifth anniversary of the effective date of this application.

New York SMSA Limited Partnership d/b/a Verizon Wireless
By: _____ 5/9/19

Applicant Signature Date

I, the owner of the property described herein, consent to the filing of this application.
(Property owner signature not required if located in the public right-of-way).

SEE ATTACHED LETTER OF AUTHORIZATION

_____ _____

Property Owner Signature(s) Date

P:\New Planner 2001\Forms\TeleApp rev jan 2018.doc

LETTER OF AUTHORIZATION

Municipality: City of Rye

APPLICATION FOR APPROVALS

Verizon New York Inc., the owner of the property located at 182 Purchase Street, Rye, New York (the "Property"), does hereby appoint New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), and its authorized representatives, as the owner's agent for the purpose of consummating any applications necessary to insure Verizon Wireless' ability to use the Property for the purpose of installing a communications facility on the Property, consisting of antennas and related equipment.

Assessor's Parcel Number: Section 139.19, Block 3, Lot 68.1

Signature of Property Owner:
VERIZON NEW YORK INC.

By: _____
Authorized Signatory
Name: Wayne Igawa
Title: Verizon Global Real Estate - Program Manager

Authorized Agent:
New York SMSA Limited Partnership d/b/a Verizon Wireless

Sworn to and subscribed to before me on this
4th day of February, 2016.

_____
Signature of Notary

EDWARD P. TEYBER
Notary Public, State of New York
Registration #02TE6319109
Qualified In New York County
Commission Expires Feb. 9, 2019

\\SS-SVR2K12\D\SSDATA\WPDATA\SS4\WP\NEWBANM\BREYER\SMALL CELL SITES\RYE\LETTER OF AUTHORIZATION.DOCX

CITY COUNCIL
CITY OF RYE
----------X
In the matter of the Application of
NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS

Premises: Section 139.19, Block 3, Lot 68.1
182 Purchase Street
City of Rye, New York
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STATEMENT IN SUPPORT OF NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS' APPLICATION TO INSTALL A PUBLIC UTILITY WIRELESS TELECOMMUNICATIONS FACILITY

I. Introduction

New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") respectfully submits this statement in support of its special use permit application to install a public utility wireless telecommunications facility ("Facility") at the property located at 182 Purchase Street, Rye, New York ("Property"). The Facility has been strategically designed and located on the rooftop of the existing building ("Building") at the Property. The Facility consists of antennas and related equipment concealed behind a screened enclosure on the rooftop of the Building so that all of the equipment is shielded from view. The Property is used for telecommunications purposes. The Facility is proposed in accordance with Chapter 196 of the City Code of the City of Rye, entitled Wireless Telecommunications Facilities ("Wireless Law").

II. Statement of Facts

The Property consists of approximately +/-.35 acres and is known as Section 139.19, Block 3, Lot 68.1 on the City of Rye's Tax Assessment Map. Although the Property is located in the RA-3 Residential Apartment zoning district, the Property is used exclusively for non-residential telecommunications purposes. Pursuant to the Wireless Law, the Facility is permitted at the Property by special use permit from the City Council.

The Facility will provide enhanced wireless communication services to the area, including, without limitation, vital emergency wireless 911 communications. The Facility is located on the rooftop of the existing Building, with antennas and equipment concealed behind a screening enclosure that has been designed to blend in with the existing Building to shield same from view. A detailed site plan ("Site Plan") prepared by WFC Architects ("WFC") is submitted herewith. The Facility complies with the purposes of the Wireless Law, including without limitation, using innovative camouflaging techniques to conceal the equipment from view and utilizing a non-residential structure for placement of the Facility.

III. Public Utility Status

Under the laws of the State of New York, Verizon Wireless qualifies as a public utility for zoning purposes. See Cellular One v. Rosenberg, 82 N.Y.2d 364 (1993); Cellular One v. Meyer, 607 N.Y.S.2d 81 (2nd Dept. 1994); Sprint Spectrum, L.P. v. Town of West Seneca, (Index No. 1996/9106, Feb. 25, 1997, Sup.Ct. Erie County). In Rosenberg, the Court of Appeals, New York's highest court, held that federally licensed wireless carriers (such as Verizon Wireless) provide an essential public service and are therefore public utilities in the State of New York. Public utilities are accorded favored treatment in zoning matters. Verizon Wireless' status as a public utility is underscored by the fact that its services are an important part of the national telecommunications infrastructure and will be offered to all persons that require advanced digital wireless communications services, including local businesses, public safety entities, and the general public.

The instant application is filed in furtherance of the goals and objectives established by Congress under the federal Telecommunications Act of 1996. The federal Telecommunications Act of 1996 is "an unusually important legislative enactment," establishing national public policy in favor of encouraging "*rapid deployment of new telecommunications technologies* (emphasis supplied)." Reno v. ACLU, 521 U.S. 844, 857 (1997). The federal Telecommunications Act of 1996 builds upon the regulatory framework for commercial mobile [radio] services which Congress established in 1993. Indeed, since 1993, it has been the policy of the United States to "foster the growth and development of *mobile services* that, by their nature, *operate without regard to state lines as an integral part of the national telecommunications infrastructure*." H.R. Rep. No. 103-111, 103d Cong., 1st Sess. 260 (1993) (emphasis added).

In fact, in 1999, Congress expanded further upon this policy by enacting the Wireless Communications and Public Safety Act of 1999, Pub.L. 106-81, 113 Stat. 1286 (the "911 Act"). The "911 Act," empowered the FCC to develop regulations to make wireless 911 services available to all Americans. The express purpose of the Act, as articulated by Congress, was "*to encourage and facilitate the prompt deployment throughout the United States of seamless, ubiquitous, and reliable end-to-end infrastructure for communications, including wireless communications, to meet the Nation's public safety and other communications needs*" (emphasis added).

On November 18, 2009, the FCC issued a Declaratory Ruling regarding timely review of applications for siting of wireless facilities, WT Docket NO. 08-165 (the "Shot Clock Order").[1] The Shot Clock Order finds that a "reasonable period of time" for a local government to act on this type of application is presumptively 90 days. According to the Shot Clock Order, if the City fails to act within such reasonable period of time, the applicant may commence an action in court for "failure to act" under Section 332(c)(7)(B)(v) of the Federal Communications Act. Please further note that the Shot Clock Order was codified in federal regulation 47 C.F.R. § 1.6003. In addition, the FCC issued a Declaratory Ruling (In re Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, Declaratory Ruling and Third Report and Order, WT Docket No. 17-79 and WC Docket No. 17-84 (adopted Sept. 26, 2018) ("FCC 2019 Order"), which provides that "an effective prohibition [of service] occurs where a

[1] A copy of the Shot Clock Order is available at http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-09-99A1.pdf.

state or local legal requirement materially inhibits a provider's ability to engage in any of a variety of activities related to its provision of a covered service." A local government materially inhibits a provider "not only when filling a coverage gap but also when densifying a wireless network, introducing new services or otherwise improving service capabilities."[2]

IV. The Proposed Facility Meets the Special Permit Standards

The instant application is for a special use permit. A special permit use is permitted as of right when the applicant has demonstrated compliance with the applicable standards. See Matter of North Shore Steak House v. Board of Appeals of Inc. Vil. of Thomaston, 30 N.Y.2d 238, 331 N.Y.S. 2d 645 (1972). It is respectfully submitted that the Facility conforms to the requirements of the Wireless Law and Section 27 (b) of New York State General City Law, for the following reasons:

A. Proposed Facility is Not Speculative §196-5(G)(1)(a): The Facility will be built by Verizon Wireless for Verizon Wireless' use, and used promptly upon approval.

B. Verizon Wireless is a Utility Provider Under New York Law §196-5(G)(1)(b): As discussed above, under the laws of the State of New York, Verizon Wireless qualifies as a public utility for zoning purposes.

C. No Adverse Visual Impact §196-5(G)(1)(c): The Facility will not have any adverse visual impact on the surrounding area since the Facility has been strategically designed with the antennas and related equipment concealed behind a proposed screening enclosure so that they are concealed from view.

D. No Significant Site Impact §196-5(G)(1)(d): The Facility will not significantly impact the Site since it is affects only a small area of the roof of the Building.

E. Least Intrusive Alternative §196-5(G)(1)(e): The proposed Facility is necessary to remedy a critical capacity issue in the area of the City surrounding the Property, and by placing the Facility on a Building used for non-residential purposes, the Facility is the least intrusive alternative and consistent with the purposes of the Wireless Law.

F. Proposed Facility Is a Stealth Facility §196-5(G)(2): The proposed Facility is not on any historic structure or environmentally sensitive area and qualifies as a "Stealth Facility" under the Wireless Law since all of the antennas and equipment will be concealed from view by the screening enclosure so that the Facility is virtually imperceptible to the casual observer, as the enclosure has been designed to blend in with the architectural features of the existing Building.

G. Location §196-5(I)(1): The Facility has been located on the highest priority location for all installations, namely on an existing tall structure.

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[2] A copy of the FCC Order is available at https://docs.fcc.gov/public/attachments/FCC-18-133A1.pdf

H. Safety and Compliance §196-6(D)(1): Verizon Wireless' Facility will be maintained in a safe manner and in compliance with all conditions of the Special Use Permit, without exception, unless specifically granted relief by the City Council in writing, as well as all applicable and permissible local codes, ordinances and regulations, including any and all applicable county, state and federal laws, rules and regulations.

B. Construction §196-6(D)(2): The construction of the Facility is legally permissible, and Verizon Wireless is authorized to do business in the State of New York.

C. Required Information §196-6(E): In satisfaction of the requirements set forth in Section 196-6(E) of the Wireless Law:

Verizon Wireless has submitted documentation satisfying Section 196-5(G) and the other sections (E, F and H) are not applicable to Verizon Wireless' Facility.

Submitted herewith is the Site Plan signed and sealed by a licensed New York State engineer, Neil MacDonald of WFC, 12-1 Technology Drive, Setauket, New York 11733, containing the following information complying with subsections (2)-(14) and (19) of Section 196-6(E) of the Wireless Law:

1. The name and address of the property owner, operator and applicant. See Site Plan T-100.00;
2. The postal address and tax map parcel number of the Property. See Site Plan T-100.00;
3. The zoning district. See Site Plan T-100.00;
4. The size of the Property and a diagram showing the location of all lot lines. See Site Plan SP-100.00;
5. The location of all residential structures within 750 feet. See Site Plan SP-104.00;
6. The location of all habitable structures within 750 feet. See Site Plan SP-104.00;
7. The location of all structures on the property. See Site Plan SP-100.00-102.00;
8. There are no other proposed or existing wireless telecommunications facilities at the Site;
9. The proposed Facility is located on the roof of the existing Building, as such, no landscaping is proposed;
10. The number, type and design of the telecommunications facility(s) antenna(s) proposed on Site Plan SP-103.00 and the structural letter ("Structural Certification") attached hereto as Exhibit 1;
11. The make, model and manufacturer of the proposed antennas. See Site Plan SP-103.00;
12. A description of the proposed antennas and all related fixtures, structure appurtenances and apparatus, including the height above preexisting grade, materials, color and lighting. See Site Plan SP-100.00 - SP-102.00; and
13. The applicant's proposed maintenance and inspection procedures. See the Note on Site Plan SP-100.00.

Attached hereto as Exhibit 2 is an Antenna Site FCC RF Compliance Assessment and Report ("RF Safety Report") signed and sealed by a licensed New York State engineer containing the following information complying with subsections (15) – (18) of Section 196-6(E) of the Wireless Law:

- The frequency, modulation and class of service of radio or other transmitting equipment;
- The transmission and maximum effective radiated power of the proposed antennas;
- The direction of maximum lobes and associated radiation of the antennas; and
- Certification that NIER levels at the Facility are within the threshold levels adopted by the FCC.

Attached hereto as Exhibit 3 is a copy of Verizon Wireless' applicable FCC licenses in accordance with Section 196-6(E)(20).

With respect to Section 196-6(E)(21), such provision is not applicable since the Facility is not a tower.

Attached hereto as Exhibit 4 is an affidavit from Verizon Wireless' radio-frequency engineer in accordance with Sections 196-6(E)(22) and (25).

With respect to Section 196-6(E)(23), Verizon Wireless is not aware of any agreement in existence that would limit or preclude the ability of Verizon Wireless to share any new wireless telecommunications facility that it constructs.

Attached hereto as Exhibit 5 is a notarized affidavit from Verizon Wireless' project engineer ("Engineer Letter") in accordance with Section 196-6(E)(24).

D. Shared Use §196-6(F): The Alternative Site Analysis attached hereto as Exhibit 6 demonstrates that there are no existing wireless telecommunications facilities upon which Verizon Wireless could collocate and remedy its capacity issues.

E. Structural Certification §196-6(G): The Structural Certification, attached as Exhibit 1, indicates that the Facility is designed to meet all county, state and federal structural requirements for loads, including wind and ice loads.

F. Electrical Safety §196-6(H): The Facility will be grounded and bonded so as to protect persons and property and installed with appropriate surge protectors.

G. EAF §196-6(I): Attached hereto as Exhibit 7, is a long Environmental Assessment Form ("EAF") demonstrating that the Facility will not have a significant adverse impact on the environment.

H. Visual Impact §196-6(J): As demonstrated by the Visual Analysis attached hereto as Exhibit 8, the installation of the Facility will not have any adverse visual impact on the surrounding area since the Facility has been strategically designed so that the antennas and related equipment are concealed from view behind a screening enclosure. The screening enclosure has been designed to blend in with the existing Building.

I. Concealment Elements §196-6(K): The Facility is a Stealth Facility under the wireless law with concealment elements so that the antennas and equipment will be concealed from view by the screening enclosure. The screening enclosure has been designed to blend in with the existing Building. See Site Plan submitted herewith.

J. Utilities §196-6(L): The utilities will be connected to the existing electrical and telco source within the Building. As noted above, the Facility is a Stealth Facility under the wireless law with concealment elements so that the antennas and equipment will be concealed from view by the screening enclosure designed to blend in with the existing Building.

K. Access & Parking §196-6(M): The Facility is unmanned requiring maintenance visits of approximately once per month, so that existing access and parking at the Building is sufficient.

L. Compliance with Codes §196-6(N): Verizon Wireless shall construct, operate, maintain, repair, modify or restore the Facility in strict compliance with all applicable technical, safety, and safety related codes.

M. Required Permits and Licenses §196-6(O): Verizon Wireless shall obtain all required permits and licenses required by any applicable law, rule or regulation, and shall maintain same in full force and effect.

N. Future Carriers §196-6(R): The proposed Facility is located on the roof of the existing Building. In connection with the feasibility of colocation on the roof of the Building, attached hereto as Exhibit 9 is a letter ("Colocation Letter") from Verizon of New York Inc. ("Verizon"), the owner of the Building, confirming that once the Verizon Wireless' installation is approved, Verizon does not have any issue with allowing additional colocation on the roof of the Building.

O. Location from Residential Unit §196-6(T)(8)(a): The Facility will be 40 feet from any residential unit for two sectors and for the third sector, to the extent that you consider horizontal and vertical distance the antennas at said sector will be 20' above the nearest residential unit, and 20' away from the nearest residential unit.

P. Height §196-8: The height of the Facility is not higher than the minimum height necessary to remedy Verizon Wireless' capacity issues in the area. The Facility is in compliance with Section 196-8(A) since the Facility will be at or below 70 feet. Further,

and in accordance with Section 196-6(T)(3), the Facility only increases the height of the Building by 6 feet.

Q. Visibility §196-9: The Facility will not be artificially lighted or marked.

R. Security §196-10: The Facility is inaccessible to the public since it is located on the roof of the Building.

S. Signage §196-11: As required by the Wireless Law, the Facility will contain a sign no larger than four (4) square feet, with the name and emergency telephone number of Verizon Wireless, and a sign in accordance with FCC regulations regarding radio frequency emissions. No commercial or retail signage is proposed.

T. Setbacks §196-12: The Facility is located on an existing Building so the tower setback requirements are not applicable. With respect to Section 196-12(c), the Facility does not exacerbate the existing setbacks of the Building but it should be noted that the Building is dimensionally non-conforming.

U. Performance Security & Insurance §196-20 & §196-23: Verizon Wireless respectfully requests that the removal bond and insurance certificates not be required until the issuance of a building permit, so a temporary waiver, pursuant to Section 196-28, is being requested at this time.

V. Indemnity §196-24: Since the Facility is not proposed to be located on City property, Verizon Wireless respectfully requests a waiver, pursuant to Section 196-28, from the indemnity requirement.

Based on the foregoing, it is respectfully submitted that Verizon Wireless has complied with the requirements for special use permit approval under the Wireless Law and applicable City Law.

Conclusion

By granting the requested approvals, the City Council will permit Verizon Wireless to improve its wireless communications in the area and enable local residents, public service entities and the traveling public, to have enhanced wireless service critical for the public health, safety and welfare of the area. Any potential impact on the community created by the approval will be minimal and without significant adverse effect.

WHEREFORE, for all of the foregoing reasons, Verizon Wireless respectfully prays that this Honorable Board issue a negative declaration under the State Environmental Quality Review Act[3] and grant the requested approvals.

Dated: June 21, 2019

Respectfully submitted,
Leslie J. Snyder
SNYDER & SNYDER, LLP
94 White Plains Road
Tarrytown, NY 10591

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[3] It should also be noted that the proposal is a Type II action, thereby deemed not to have any significant environmental effect under SEQRA, since it involves the construction of a non-residential facility involving less than 4,000 square feet. See 6 NYCRR 617.5 (c)(9).

Exhibit 1
Structural Certification

Nicholas J. DeFelice, P.E.

Consulting Engineer
22 Hills Park Lane
Smithtown, NY 11787
631-361-7543

May 28, 2019

WFC Architects
12-1 Technology Drive
East Setauket, NY 11733

Attn: Mr. Glen DeMarino

Re: Verizon
RYE VZCO SC
182 Purchase Street
Rye, NY 10580

Dear Mr. DeMarino,

Pursuant to your request, I visited the above referenced site on 9/9/15 to conduct a visual inspection of the existing roof structure. Verizon Wireless is proposing to add (2) antennas mounted to the inside face of the north and south end walls behind RF transparent screening. In addition, Verizon Wireless is proposing to add (2) antennas, (1) equipment cabinet, (6) RRH's and (2) GPS units atop the existing roof top bulkhead behind RF transparent screening.

The locations of the antennas and appurtenances are shown on the zoning drawings prepared by WFC Architects dated 5/10/19.

It is my professional opinion that the existing structure can safely sustain the loads from the proposed antennas and appurtenances. This determination was based on the requirements of the 2015 New York State Building Code.

If you have any questions, please call.

Sincerely,

Nicholas J. DeFelice, P.E.

STATE OF NEW YORK
NICHOLAS J. DEFELICE
059090
LICENSED PROFESSIONAL ENGINEER

Exhibit 2
Antenna Site FCC RF Compliance Assessment and Report

Pinnacle Telecom Group
Professional and Technical Services

Antenna Site FCC Compliance Assessment and Report

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

"Rye VZCO SC" Site
182 Purchase Street
Rye, NY

February 18, 2019

14 Ridgedale Avenue - Suite 260 • Cedar Knolls, NJ 07927 • 973-451-1630

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Appendix A. Background on the FCC MPE Limit

Appendix B. Summary of Expert Qualifications

Introduction and Summary

At the request of New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless"), Pinnacle Telecom Group (PTG) has performed an independent expert assessment of radiofrequency (RF) levels and related FCC compliance for a proposed wireless base station antenna operation on the roof of a building at 182 Purchase Street in Rye, NY. Verizon Wireless refers to the site as "Rye VZCO SC" and the proposed operation involves directional panel antennas and transmission in the 746 MHz, 1900 MHz, and 2100 MHz frequency bands licensed to Verizon Wireless by the FCC.

The FCC requires wireless system operators to perform an assessment of potential human exposure to RF fields emanating from all the transmitting antennas at a site whenever antenna operations are added or modified, and to ensure compliance with the Maximum Permissible Exposure (MPE) limit in the FCC regulations. In this case, there are no other existing antenna operations at the site to include in the compliance assessment. Note that FCC regulations require any future antenna collocators to assess and assure continuing compliance based on the cumulative effects of all then-proposed and then-existing antennas at the site.

This report describes mathematical analyses of RF levels associated with the antennas. The analyses both at street level and on the roof employ standard FCC mathematical models for calculating the effects of the antennas in a very conservative manner, in order to overstate the RF levels and to ensure "safe-side" conclusions regarding compliance with the FCC limit for safe continuous exposure of the general public.

The results of a compliance assessment can be explained in layman's terms by describing the calculated RF levels as simple percentages of the FCC MPE limit. If the reference for that limit is 100 percent, then calculated RF levels higher than 100 percent indicate the MPE limit is exceeded, while calculated RF levels consistently lower than 100 percent serve as a clear and sufficient demonstration of compliance with the MPE limit.

The results of the FCC RF compliance assessment in this case are as follows:

- At street level around the site and at any distance from the site, the conservatively calculated maximum RF level from the proposed antenna operation is 4.4314 percent of the FCC general population MPE limit – well below the 100-percent reference for compliance. In other words, even with the significant degree of conservatism incorporated in the analysis, the worst-case calculated RF level is still more than 20 times below the FCC limit established as safe for continuous human exposure to the RF emissions from antennas.
- A conservative analysis indicates that the RF levels potentially exceed the FCC MPE limit at the Verizon Wireless Beta antenna sector. Therefore, and consistent with the Verizon Wireless policy and FCC guidelines on rooftop compliance, Verizon Wireless will install standard RF alert signage at the Verizon Wireless Beta antenna sector. RF alert signage will also be installed at the roof access point(s).
- The results of the calculations, along with the proposed mitigation, combine to satisfy the FCC requirements and associated guidelines on RF compliance. Moreover, because of the significant conservatism incorporated in the analysis, RF levels actually caused by the antennas will be lower than these calculations indicate.

The remainder of this report provides the following:

- relevant technical data on the proposed Verizon Wireless antenna operation at the site;
- a description of the applicable FCC mathematical models for assessing MPE compliance, and application of the relevant technical data to those models; and
- the results of the analysis, and the compliance conclusion for the site.

In addition, two Appendices are included. Appendix A provides background on the FCC MPE limit, along with a list of FCC references on compliance.

Appendix B summarizes the expert qualifications of the individual certifying compliance for this site.

Antenna and Transmission Data

The table that follows provides the key compliance-related data for the proposed Verizon Wireless antenna operation.

General Data	
Frequency Bands	746 MHz, 1900 MHz, and 2100 MHz
Service Coverage Type	Sectorized
Antenna Type	Directional Panel
Antenna Centerline Height AGL	52 ft. 6 in.
Antenna Line Loss	Assumed 0 dB (conservatively ignored)
746 MHz Antenna Data	
Antenna Models (Max. Gain)	Commscope NHH-45A-R2B (15.5 dBi)
RF Channels per Sector	2 @ 60 watts
1900 MHz Antenna Data	
Antenna Models (Max. Gain)	Commscope NHH-45A-R2B (19.0 dBi)
RF Channels per Sector	2 @ 60 watts
2100 MHz Antenna Data	
Antenna Models (Max. Gain)	Commscope NHH-45A-R2B (19.2 dBi)
RF Channels per Sector	4 @ 45 watts

The area below the antennas at street level is of interest in terms of potential "uncontrolled" exposure of the general public, so the antenna's vertical-plane emission characteristic is used in the compliance analysis.

By way of illustration, Figure 1 that follows shows the vertical-plane pattern for the proposed Verizon Wireless antenna model in the 746 MHz frequency band.

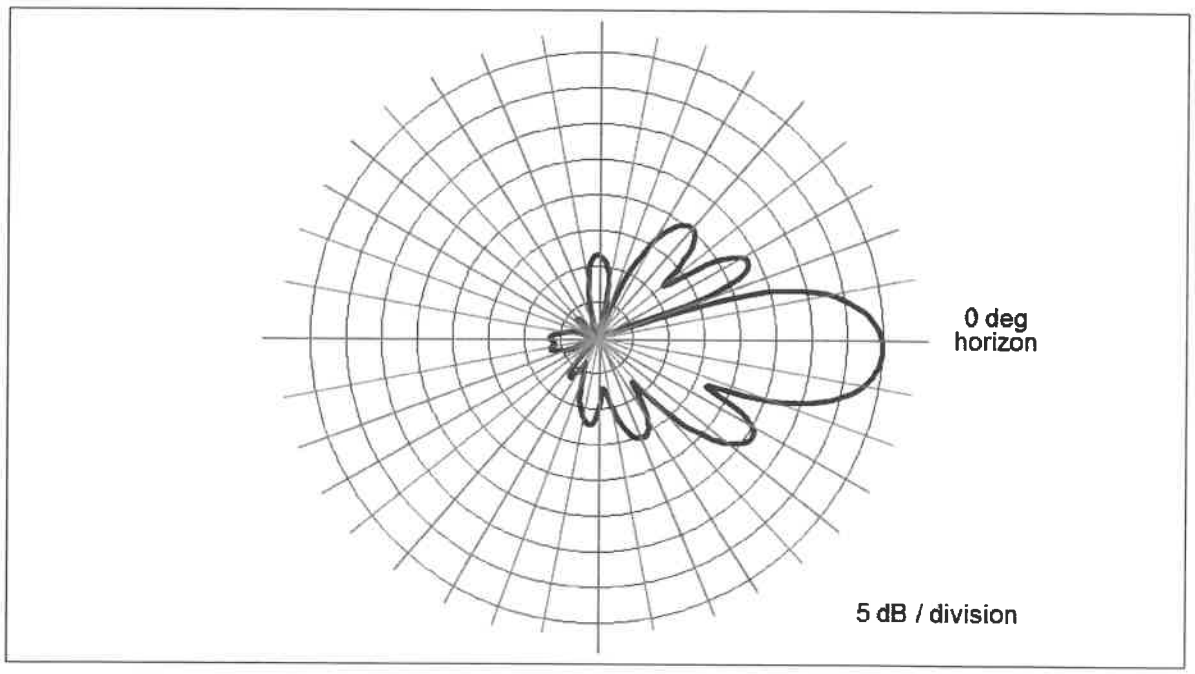
In this type of antenna pattern diagram, the antenna is effectively pointed at the three o'clock position (the horizon) and the relative strength of the pattern at different angles is described using decibel units.

The use of a decibel scale to describe the relative pattern at different angles

actually serves to visually understate the actual focusing effects of the antenna. Where the antenna pattern reads 20 dB the relative RF energy emitted at the corresponding downward angle is 1/100th of the maximum that occurs in the main beam (at 0 degrees); at 30 dB, the energy is 1/1,000th of the maximum.

Note that the automatic pattern-scaling feature of our internal software may skew side-by-side visual comparisons of different antenna models, or even different parties' depictions of the same antenna model.

Fig. 1. Commscope NHH-45A-R2B – 746 MHz Vertical-plane Pattern



Compliance Analysis

FCC Office of Engineering and Technology Bulletin 65 ("OET Bulletin 65") provides guidelines for mathematical models to calculate the RF levels at various points around transmitting antennas.

Different models apply in different areas around antennas, with one model applying to street level around a site, and another applying to the rooftop near

the antennas. We will address each area of interest in turn in the subsections that follow.

Street Level Analysis

At street-level around an antenna site (in what is called the "far field" of the antennas), the RF levels are directly proportional to the total antenna input power and the relative antenna gain in the downward direction of interest – and the levels are otherwise inversely proportional to the square of the straight-line distance to the antenna. Conservative calculations also assume the potential RF exposure is enhanced by reflection of the RF energy from the ground. Our calculations will assume a 100% "perfect" reflection, the worst-case approach.

The formula for street-level RF compliance calculations for any given wireless antenna operation is as follows:

$$MPE\% = (100 * TxPower * 10^{(Gmax-Vdisc/10)} * 4) / (MPE * 4\pi * R^2)$$

where

MPE%	=	RF level, expressed as a percentage of the MPE limit applicable to continuous exposure of the general public
100	=	factor to convert the raw result to a percentage
TxPower	=	maximum net power into antenna sector, in milliwatts, a function of the number of channels per sector, the transmitter power per channel, and line loss
$10^{(Gmax-Vdisc/10)}$	=	numeric equivalent of the relative antenna gain in the downward direction of interest; data on the antenna vertical-plane pattern is taken from manufacturer specifications
4	=	factor to account for a 100-percent-efficient ground reflection, and the squared relationship between RF field strength and power density ($2^2 = 4$)
MPE	=	FCC general population MPE limit
R	=	straight-line distance from the RF source to the point of interest, centimeters

The MPE% calculations are performed out to a distance of 500 feet from the facility to points 6.5 feet (approximately two meters, the FCC-recommended standing height) off the ground, as illustrated in Figure 2, below.

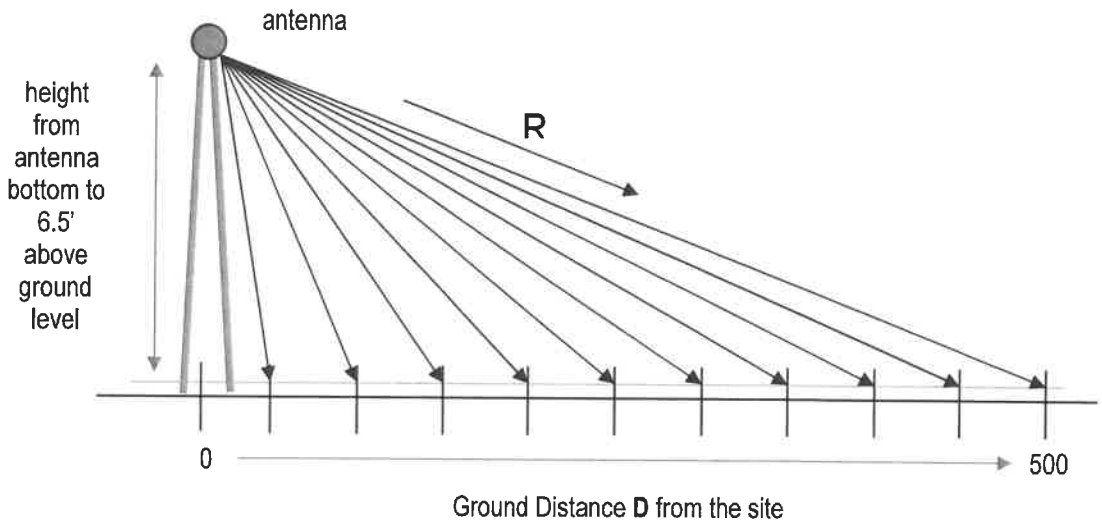


Figure 2. Street-level MPE% Calculation Geometry

It is popularly understood that the farther away one is from an antenna, the lower the RF level – which is generally but not universally correct. The results of MPE% calculations fairly close to the site will reflect the variations in the vertical-plane antenna pattern as well as the variation in straight-line distance to the antennas. Therefore, RF levels may actually increase slightly with increasing distance within the range of zero to 500 feet from the site.

As the distance approaches 500 feet and beyond, though, the antenna pattern factor becomes less significant, the RF levels become primarily distance-controlled, and as a result the RF levels generally decrease with increasing distance, and are well understood to be in compliance.

FCC compliance for a multiple-band antenna operation is assessed in the following manner. At each distance point along the ground, an MPE% calculation is made for the RF effect in each frequency band, and the sum of the individual MPE% contributions at each point is compared to 100 percent, which

serves as the normalized reference for the FCC MPE limit. We refer to the sum of the individual MPE% contributions as "total MPE%", and any calculated total MPE% result exceeding 100 percent is, by definition, higher than the FCC limit and represents non-compliance and a need to mitigate the RF levels. If, on the other hand, all results are below 100 percent, that set of results serves as a demonstration of compliance with the MPE limit.

The following conservative methodology and assumptions are incorporated into the MPE% calculations on a general basis:

1. The antenna is assumed to be operating continuously at maximum power, and we are conservatively ignoring the power-attenuation effects associated with the antenna cabling.
2. The power-attenuation effects of shadowing or other obstructions to the line-of-sight path from the antenna to the point of interest are ignored.
3. The calculations intentionally minimize the distance factor (R) by assuming a 6'6" human and performing the calculations from the bottom (rather than the centerline) of each operator's lowest-mounted antenna, as applicable.
4. The potential RF exposure at street level is assumed to be 100-percent enhanced (increased) via a "perfect" field reflection from the intervening ground.

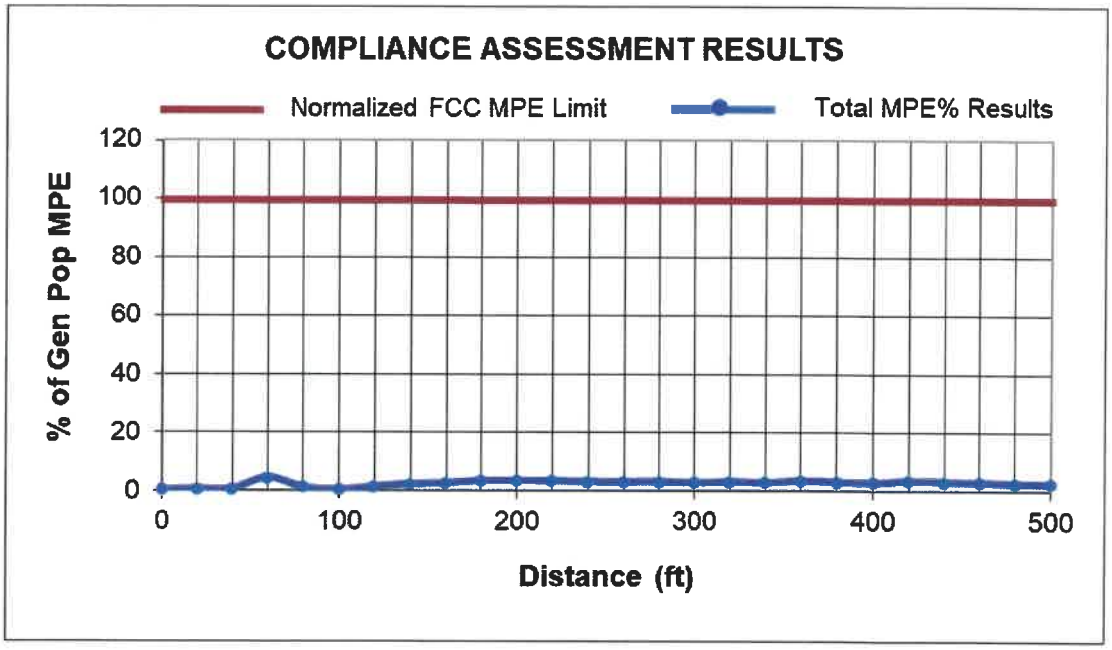
The net result of these assumptions is to significantly overstate the calculated RF exposure levels relative to the levels that will actually occur – and the purpose of this conservatism is to allow very "safe-side" conclusions about compliance.

The table that follows provides the results of the street-level MPE% calculations for each frequency band, with the overall worst-case result highlighted in bold in the last column.

Ground Dist (ft)	Verizon 746 MHz MPE%	Verizon 1900 MHz MPE%	Verizon 2100 MHz MPE%	Total MPE%
0	0.2062	0.0131	0.0145	0.2338
20	0.4383	0.0626	0.0746	0.5754
40	0.1962	0.3337	0.1068	0.6366
60	1.7100	0.4214	2.3001	**4.4314**
80	0.8341	0.1259	0.1954	1.1554
100	0.1206	0.2065	0.0271	0.3542
120	0.6167	0.4052	0.3637	1.3856
140	1.7621	0.0961	0.3705	2.2287
160	2.5194	0.0036	0.0454	2.5684
180	3.2170	0.0541	0.0683	3.3393
200	3.1813	0.0463	0.1181	3.3457
220	3.1284	0.0163	0.1094	3.2540
240	3.0508	0.0067	0.0507	3.1082
260	2.9579	0.0516	0.0158	3.0254
280	2.8398	0.1990	0.1086	3.1475
300	2.4815	0.1739	0.0949	2.7504
320	2.3810	0.4078	0.3627	3.1515
340	2.1136	0.3620	0.3219	2.7975
360	2.0191	0.6513	0.7428	3.4132
380	1.8149	0.5855	0.6677	3.0680
400	1.6400	0.5291	0.6034	2.7725
420	1.5666	0.8028	1.0610	3.4304
440	1.4288	0.7322	0.9676	3.1286
460	1.3084	0.6705	0.8861	2.8649
480	1.2025	0.6162	0.8144	2.6331
500	1.1089	0.5683	0.7510	2.4282

As indicated, even with the significant degree of conservatism built into the calculations, the maximum calculated RF level is 4.4314 percent of the FCC general population MPE limit.

A graph of the overall calculation results, provided on the next page, probably provides a clearer visual illustration of the relative compliance of the calculated RF levels. The line representing the overall calculation results shows an obviously clear, consistent margin to the FCC MPE limit.



Rooftop Analysis

The rooftop compliance analysis for the rooftop is performed using the Richard Tell Associates *RoofView* program, which is based on the near-field models in FCC Bulletin OET65 and which is considered an industry standard, and is accepted by the FCC for rooftop compliance analyses.

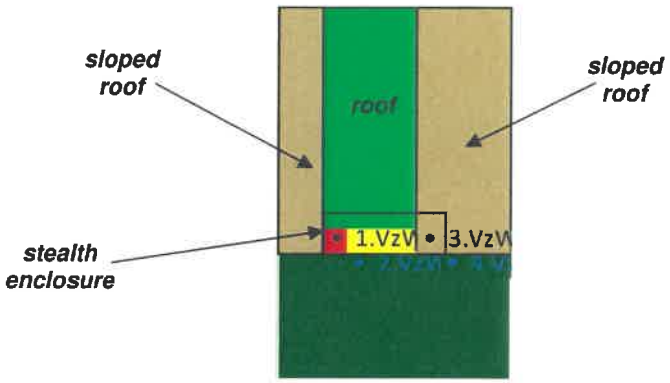
RF levels in the near field of an antenna depend on the power input to the antenna, the antenna's length and horizontal beamwidth, the mounting height of the antenna above nearby roof, and one's position and distance from the antenna. RF levels in front of a directional antenna are higher than they are to the sides or rear, and in any given horizontal direction are inversely proportional to the straight-line distance to the antenna.

The *RoofView* program's primary output is a color-coded depiction of the calculated RF levels in the vicinity of antennas. The color-coding scheme uses green for areas found to be subject to RF levels satisfying the FCC general

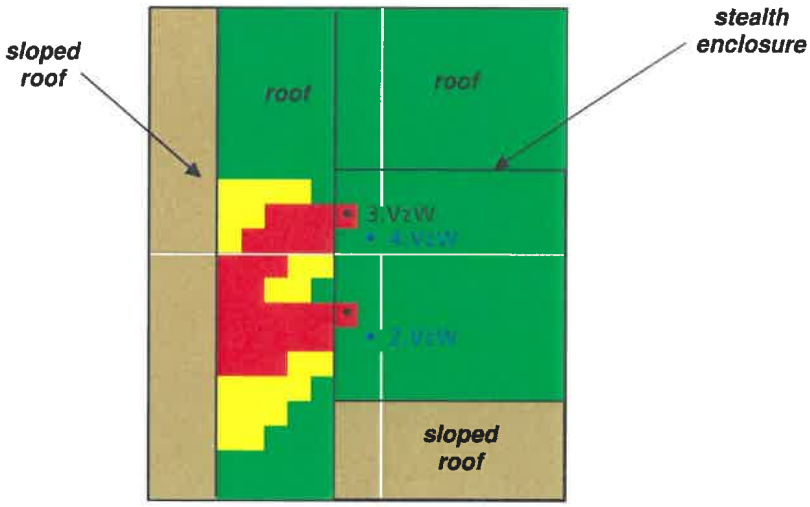
population MPE limit, red for areas where the FCC occupational limit is exceeded, and yellow for RF levels between those extremes.

Note that in a grayscale printout, green appears as medium gray, yellow is a lighter gray, and red is a dark gray.

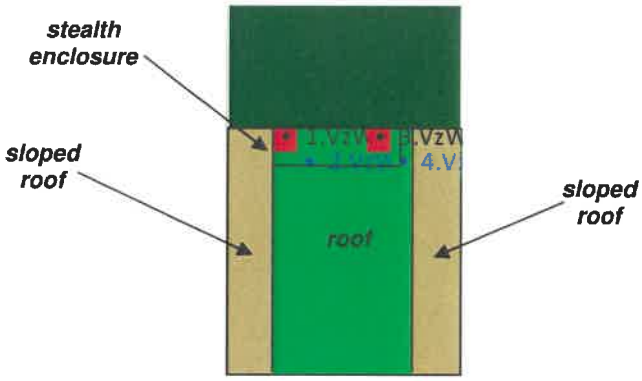
The *RoofView* graphic outputs for the areas surrounding the Verizon Wireless antenna sectors on the roof are reproduced below and on the next page.



Roofview – VzW Alpha sector



Roofview – VzW Beta sector



Roofview – VzW Alpha sector

As indicated by the color coding on the roof, the calculated RF levels potentially exceed the FCC MPE limit at the Verizon Wireless Beta antenna sector. Therefore, and consistent with the Verizon Wireless policy and FCC guidelines on rooftop compliance, Verizon Wireless will install standard RF alert signage at the Verizon Wireless Beta antenna sector. RF alert signage will also be installed at the roof access point(s).

Compliance Conclusion

According to the FCC, the MPE limit has been constructed in such a manner that continuous human exposure to RF fields up to and including 100 percent of the MPE limit is acceptable and safe.

The street-level analysis in this case shows a maximum RF level of 4.4314 percent of the applicable FCC general population MPE limit.

The rooftop analysis shows that the calculated RF levels potentially exceed the FCC MPE at the Verizon Wireless Beta antenna sector. Therefore, and consistent with the Verizon Wireless policy and FCC guidelines on rooftop compliance, Verizon Wireless will install standard RF alert signage at the Verizon Wireless Beta antenna sector. RF alert signage will also be installed at the roof access point(s).

The results of the calculations, along with the described RF mitigation, combine to satisfy the FCC's RF compliance requirements and associated guidelines.

Moreover, because of the conservative calculation methodology and operational assumptions we applied in the analysis, RF levels actually caused by the antennas will be even less significant than the calculation results here indicate.

Certification

It is the policy of Pinnacle Telecom Group that all FCC RF compliance assessments are reviewed, approved, and signed by the firm's Chief Technical Officer who certifies as follows:

1. I have read and fully understand the FCC regulations concerning RF safety and the control of human exposure to RF fields (47 CFR 1.1301 *et seq*).
2. To the best of my knowledge, the statements and information disclosed in this report are true, complete and accurate.
3. The analysis of site RF compliance provided herein is consistent with the applicable FCC regulations, additional guidelines issued by the FCC, and industry practice.
4. The results of the analysis indicate that the subject antenna operations will be in compliance with the FCC regulations concerning the control of potential human exposure to the RF emissions from antennas.

Daniel J. Collins
Chief Technical Officer
Pinnacle Telecom Group, LLC

2/18/19
Date

Appendix A. Background on the FCC MPE Limit

FCC Rules and Regulations

As directed by the Telecommunications Act of 1996, the FCC has established limits for maximum continuous human exposure to RF fields.

The FCC maximum permissible exposure (MPE) limits represent the consensus of federal agencies and independent experts responsible for RF safety matters. Those agencies include the National Council on Radiation Protection and Measurements (NCRP), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the American National Standards Institute (ANSI), the Environmental Protection Agency (EPA), and the Food and Drug Administration (FDA). In formulating its guidelines, the FCC also considered input from the public and technical community – notably the Institute of Electrical and Electronics Engineers (IEEE).

The FCC's RF exposure guidelines are incorporated in Section 1.301 *et seq* of its Rules and Regulations (47 CFR 1.1301-1.1310). Those guidelines specify MPE limits for both occupational and general population exposure.

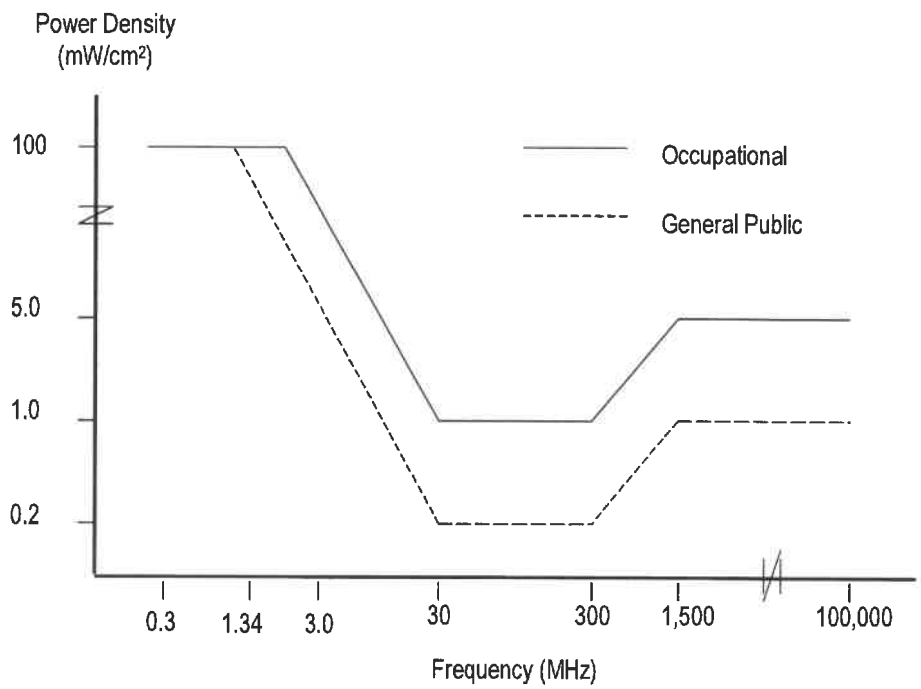
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in the form of heat). The occupational MPE guidelines incorporate a safety factor of 10 or greater with respect to RF levels known to represent a health hazard, and an additional safety factor of five is applied to the MPE limits for general population exposure. Thus, the general population MPE limit has a built-in safety factor of more than 50. The limits were constructed to appropriately protect humans of both sexes and all ages and sizes and under all conditions – and continuous exposure at levels equal to or below the applicable MPE limits is considered to result in no adverse health effects or even health risk.

The reason for *two* tiers of MPE limits is based on an understanding and assumption that members of the general public are unlikely to have had appropriate RF safety training and may not be aware of the exposures they receive; occupational exposure in controlled environments, on the other hand, is assumed to involve individuals who have had such training, are aware of the exposures, and know how to maintain a safe personal work environment.

The FCC's RF exposure limits are expressed in two equivalent forms, using alternative units of field strength (expressed in volts per meter, or V/m), and power density (expressed in milliwatts per square centimeter, or mW/cm^2). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm^2 reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm^2)	General Public Exposure (mW/cm^2)
0.3 - 1.34	100	100
1.34 - 3.0	100	180 / F^2
3.0 - 30	900 / F^2	180 / F^2
30 - 300	1.0	0.2
300 - 1,500	F / 300	F / 1500
1,500 - 100,000	5.0	1.0

The diagram below provides a graphical illustration of both the FCC's occupational and general population MPE limits.



Because the FCC's MPE limits are frequency-shaped, the exact MPE limits applicable to the instant situation depend on the frequency range used by the systems of interest.

The most appropriate method of determining RF compliance is to calculate the RF power density attributable to a particular system and compare that to the MPE limit applicable to the operating frequency in question. The result is usually expressed as a percentage of the MPE limit.

For potential exposure from multiple systems, the respective percentages of the MPE limits are added, and the total percentage compared to 100 (percent of the limit). If the result is less than 100, the total exposure is in compliance; if it is more than 100, exposure mitigation measures are necessary to achieve compliance.

Note that the FCC "categorically excludes" certain types of antenna facilities from the routine requirement to specifically (i.e., mathematically) demonstrate compliance with the MPE limit. Among those types of facilities are cellular antennas mounted on any type of tower, when the bottoms of the antennas are more than 10 meters (c. 32.8 feet) above ground. The basis for the categorical exclusion, according to the FCC, is the understanding that because of the low power and the directionality of the antennas, such facilities – individually and collectively – are well understood to have no significant effect on the human environment. As a result, the FCC automatically deems such facilities to be in compliance.

FCC References on Compliance

47 CFR, FCC Rules and Regulations, Part 1 (Practice and Procedure), Section 1.1310 (Radiofrequency radiation exposure limits).

FCC Second Memorandum Opinion and Order and Notice of Proposed Rulemaking (FCC 97-303), *In the Matter of Procedures for Reviewing Requests for Relief From State and Local Regulations Pursuant to Section 332(c)(7)(B)(v) of the Communications Act of 1934 (WT Docket 97-192), Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (ET Docket 93-62), and Petition for Rulemaking of the Cellular Telecommunications Industry Association Concerning Amendment of the Commission's Rules to Preempt State and Local Regulation of Commercial Mobile Radio Service Transmitting Facilities*, released August 25, 1997.

FCC First Memorandum Opinion and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released December 24, 1996.

FCC Report and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released August 1, 1996.

FCC Office of Engineering and Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields", Edition 97-01, August 1997.

Appendix B. Summary of Expert Qualifications

Daniel J. Collins, Chief Technical Officer, Pinnacle Telecom Group, LLC

Synopsis:	• 40+ years of experience in all aspects of wireless system engineering, related regulation, and RF exposure • Has performed or led RF exposure compliance assessments on more than 20,000 antenna sites since the latest FCC regulations went into effect in 1997 • Has provided testimony as an RF compliance expert more than 1,500 times since 1997 • Have been accepted as an FCC compliance expert in New Jersey, New York, Connecticut, Pennsylvania and more than 40 other states, as well as by the FCC
Education:	• B.E.E., City College of New York (Sch. Of Eng.), 1971 • M.B.A., 1982, Fairleigh Dickinson University, 1982 • Bronx High School of Science, 1966
Current Responsibilities:	• Leads all PTG staff work involving RF safety and FCC compliance, microwave and satellite system engineering, and consulting on wireless technology and regulation
Prior Experience:	• Edwards & Kelcey, VP – RF Engineering and Chief Information Technology Officer, 1996-99 • Bellcore (a Bell Labs offshoot after AT&T's 1984 divestiture), Executive Director – Regulation and Public Policy, 1983-96 • AT&T (Corp. HQ), Division Manager – RF Engineering, and Director – Radio Spectrum Management, 1977-83 • AT&T Long Lines, Group Supervisor – Microwave Radio System Design, 1972-77
Specific RF Safety / Compliance Experience:	• Involved in RF exposure matters since 1972 • Have had lead corporate responsibility for RF safety and compliance at AT&T, Bellcore, Edwards & Kelcey, and PTG • While at AT&T, helped develop the mathematical models for calculating RF exposure levels • Have been relied on for compliance by all major wireless carriers, as well as by the federal government, several state and local governments, equipment manufacturers, system integrators, and other consulting / engineering firms
Other Background:	• Author, *Microwave System Engineering* (AT&T, 1974) • Co-author and executive editor, *A Guide to New Technologies and Services* (Bellcore, 1993) • National Spectrum Management Association (NSMA) – former three-term President and Chairman of the Board of Directors; was founding member, twice-elected Vice President, long-time member of the Board, and was named an NSMA Fellow in 1991 • Have published more than 35 articles in industry magazines

Exhibit 3
FCC Licenses

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
1120 SANCTUARY PKWY, #150 GASA5REG
ALPHARETTA, GA 30009-7630

Call Sign	File Number
WQGB263	
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
11-29-2006	01-04-2014	11-29-2021	

Market Number	Channel Block	Sub-Market Designator
CMA001	A	0

Market Name
New York, NY-NJ/Nassau-Suffolk

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

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

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQGB263 **File Number:** **Print Date:**

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

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

Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

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

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

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
06-02-2017	06-02-2017	06-27-2027	06-06-2017

Market Number	Channel Block	Sub-Market Designator
BTA321	F	0

Market Name
New York, NY

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06-27-2002			

Waivers/Conditions:

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

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

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

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

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNLH264 **File Number:** 0007716974 **Print Date:** 06-06-2017

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

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

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

Call Sign	File Number
WQBT539	0007490681
Radio Service	
CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
12-06-2016	12-06-2016	01-03-2027	12-07-2016

Market Number	Channel Block	Sub-Market Designator
BTA321	C	4

Market Name
New York, NY

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
12-07-2003			

Waivers/Conditions:

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

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

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

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

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQBT539 **File Number:** 0007490681 **Print Date:** 12-07-2016

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

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

Official Copy

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AIRTOUCH CELLULAR

ATTN: REGULATORY
AIRTOUCH CELLULAR
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
KNLF644	0007490664
Radio Service	
CW - PCS Broadband	

FCC Registration Number (FRN): 0006146468

Grant Date	Effective Date	Expiration Date	Print Date
12-02-2016	12-02-2016	01-03-2027	12-03-2016

Market Number	Channel Block	Sub-Market Designator
BTA321	C	3

Market Name
New York, NY

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
12-07-2003	01-03-2007		

Waivers/Conditions:

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

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

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

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

Licensee Name: AIRTOUCH CELLULAR

Call Sign: KNLF644 **File Number:** 0007490664 **Print Date:** 12-03-2016

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

Unofficial Copy

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
1120 SANCTUARY PKWY, #150 GASA5REG
ALPHARETTA, GA 30009-7630

Call Sign	File Number
WQGA906	
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
11-29-2006	03-30-2016	11-29-2021	

Market Number	Channel Block	Sub-Market Designator
BEA010	B	15

Market Name
New York-No. New Jer.-Long Isl

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

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

FCC 601-MB
April 2009

Exhibit 4
RF Affidavit

CITY COUNCIL
CITY OF RYE
----------X
In the matter of the Application of

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

Premises: Section 139.19, Block 3, Lot 68.1
182 Purchase Street
Rye, New York

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

Ali Aljibori, does depose and say:

Introduction

1. I am a radio frequency engineer with New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") in connection with its application at the captioned site. As a radio frequency engineer, I am trained to identify issues in wireless communications coverage and to evaluate the ability of proposed wireless communication services facility sites to remedy any issues. In addition, I am familiar with Verizon Wireless' existing and proposed wireless communication services facility sites in and around the City of Rye ("City").

2. I respectfully submit this affidavit in support of Verizon Wireless' application ("Application") for the required special use permit in connection with a proposed public utility wireless telecommunications facility ("Facility") located at 182 Purchase Street, Rye, New York ("Site").

3. The proposed Facility consists of antennas and related equipment concealed within stealth enclosures on the roof of the existing building ("Building") and the antennas are located at the minimum height necessary to remedy Verizon Wireless' capacity issues in the area.

Need for the Site

4. Verizon Wireless is licensed by the Federal Communications Commission ("FCC") to provide wireless telecommunication services. Verizon Wireless provides voice and data communications through its various licensed radio-frequencies.

5. Throughout the New York metropolitan region, including the City of Rye, Verizon Wireless is designing its wireless network to be able to seamlessly transmit wireless data using various frequencies to wirelessly transmit and receive high-speed data.

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

7. Verizon Wireless currently has critical capacity issues in the area of the City surrounding the Site. As mobile phone use continues to increase, especially the demand for data transmitted via such devices, the existing facilities in the area responsible for transmitting and receiving such data have become overburdened resulting in dropped calls, denied access to the network, a reduction in data transmission speed, or an inability to transmit data.

8. The Facility is primarily needed to remedy Verizon Wireless' capacity needs. All cell sites have capacity/usage limitations, once those limitations are met or exceeded, a new site is required to provide viable service to the area.

9. Forward Data Volume (FDV) is the basic Key Performance Indicator (KPI) used to determine if a site is experiencing capacity limitations. FDV is the amount of data a cell site can provide before users start to experience poor data throughputs. Verizon Wireless keeps a close eye on these and other parameters to determine capacity relief solutions.

10. The charts attached hereto as Exhibit A show the exhaust points for the FDV. As can be seen on the FDV charts, the adjacent sites which serve the area of the City known as Westchester Country Club and Portchester 2 (Fox Island) (hereinafter referred to as

"Adjacent Sites") reached maximum capacity, causing a slowdown or inability to access data from those sites.

11. The Facility at the Site will provide immediate capacity relief to Verizon Wireless' Adjacent Sites, providing the residents in that area of the City better access to Verizon Wireless' services. The proposed Facility will allow for fewer dropped calls, better ability to access Verizon Wireless' network and faster data transmission speeds from not only the proposed Facility, but also from the Adjacent Sites.

12. In accordance with Section 196-6(E)(22) of the City Code, a list of all adjoining sites is attached hereto as Exhibit B and any propagation study is not relevant since the Site has been designed to address capacity.

Verizon Wireless' Proposed Facility's Usefulness

13. In accordance with Section 196-6(E)(25) of the City Code, Verizon Wireless' proposed Facility is expected to be useful so long as there is capacity/coverage needs in the vicinity of the Property. As noted above, mobile phone use continues to increase, therefore, it is anticipated that the Site will remain useful for the foreseeable future.

Unsuitability of Proposed MTA Tower

14. It is my understanding that the Metropolitan Transportation Authority ("MTA") may be interested in locating a tower in the vicinity of the Facility and the City has inquired if Verizon Wireless would be interested in collocating on that tower, if such tower were to be built, and if so, whether Verizon Wireless would still need the Facility. Please note that Verizon Wireless cannot make an informed decision about same, as Verizon Wireless does not have any details with respect to the height or location of the hypothetical MTA tower. Without that basic information, it is impossible to make a determination if the MTA tower would be suitable for Verizon Wireless' needs. As the MTA tower is merely speculative and Verizon Wireless must remedy its current critical capacity needs in the area, it is respectfully submitted that Verizon Wireless' instant application be approved forthwith.

Conclusion

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

Respectfully submitted,

Ali Aljiboori

Signed before me this

23rd day of May, 2019

Notary Public

TERESA GARCIA
Notary Public, State of New York
Registration #01GA6350390
Qualified In Rockland County
Commission Expires Nov. 7, 2020

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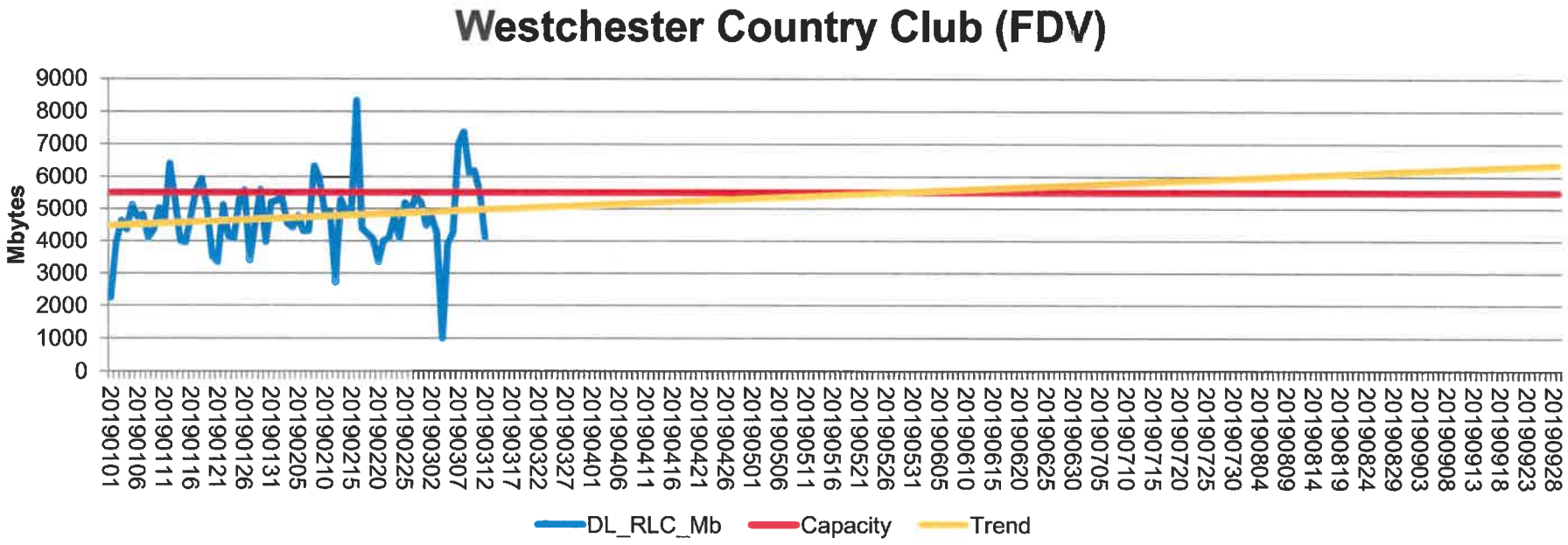
Exhibit A

Westchester Country Club
Projected Demand

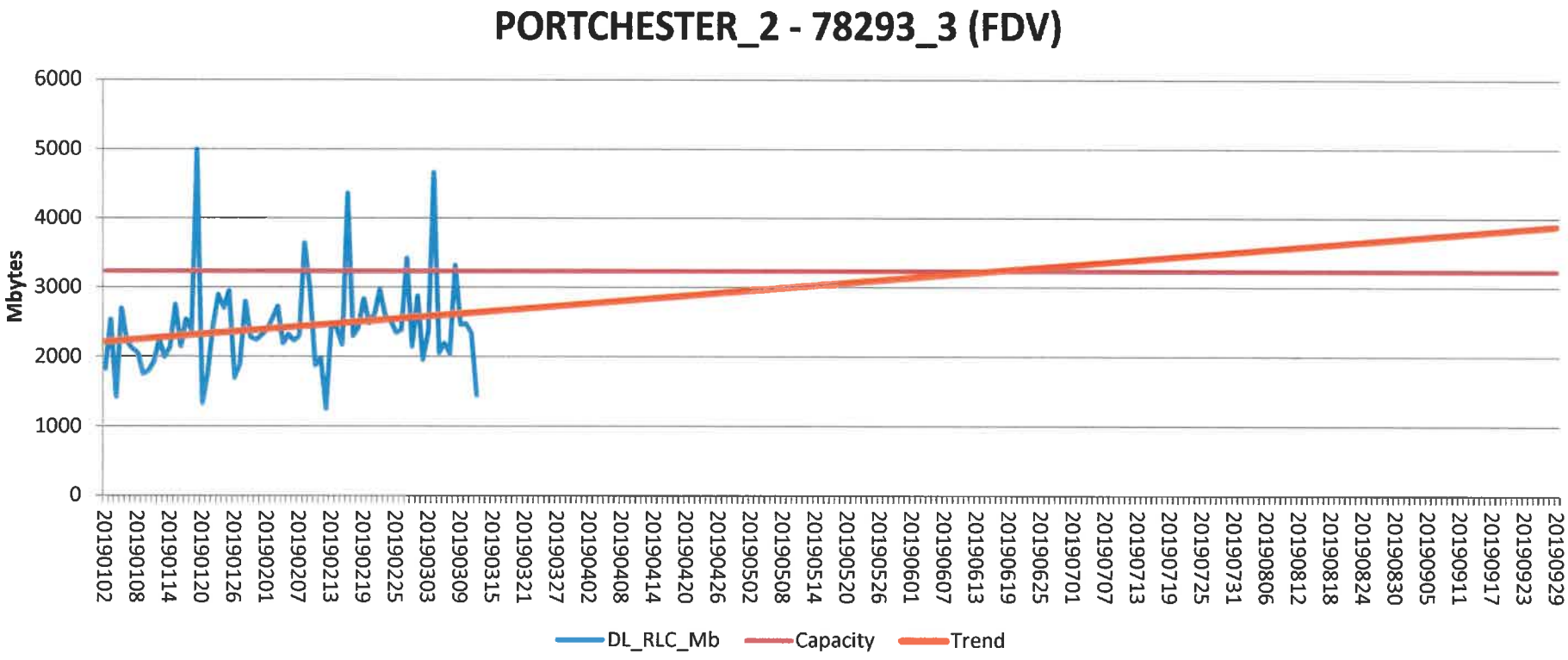


Reached Maximum Capacity in Q1 2019

verizon

Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Fox Island Rd, Portchester, NY 10573
Projected Demand



Reached Maximum Capacity in Q1 2019

verizon

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Exhibit B

	EXHIBIT B - ADJOINING SITES
Westchester Country Club	2500 Westchester Avenue, Town/Village of Harrison, New York
Port Chester 2	82 Fox Island Road, Village of Port Chester, New York
Port Chester 3	330-340 South Regent Street, Village of Port Chester, New York
Rye Playland	66 Milton Road, City of Rye, New York
Harrison 2	275 North Street, Town/Village of Harrison, New York

Exhibit 5
Engineer Letter

CITY COUNCIL
CITY OF RYE

----------X

In the matter of the Application of

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

Premises: Section 139.19, Block 3, Lot 68.1
182 Purchase Street
Rye, New York

----------X

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

Neil MacDonald, does depose and say:

I am the project engineer for New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") in connection with its application for a proposed public utility wireless telecommunications facility ("Facility") at 182 Purchase Street, Rye, New York ("Property"). The proposed Facility consists of antennas and related equipment concealed within stealth enclosures on the roof of the existing building.

As the project engineer, I am familiar with the Facility and prepared the site plan, dated 6/21/19 ("Site Plan"), depicting such Facility. I am also familiar with the requirements for wireless telecommunications facilities set forth in Section 196 of the City Code ("Code") of the City of Rye.

In compliance with Section 196-6(E)(24) of the Code, I respectfully submit this affidavit in support of Verizon Wireless' application for the required special use permit in connection with the proposed Facility at the Property.

As required by Section 196-6(E)(24) of the Code, the proposed Facility meets all laws, codes and ordinances with the exception of the required variances indicated in the bulk table as shown on the Site Plan.

Respectfully submitted,

REGISTERED ARCHITECT ALEXANDER MACDONALD 026944 STATE OF NEW YORK

Neil MacDonald

Signed before me this
24 day of June, 2019
Mary Teto
Notary Public

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MARY JO TETO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN SUFFOLK COUNTY
REG. # 01TE6035194
MY COMM. EXPIRES 12-27-2021

Exhibit 6
Alternatives Analysis

CITY COUNCIL
CITY OF RYE

----------X

In the matter of the Application of

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

Affidavit

Premises: 182 Purchase Street
City of Rye, New York

----------X

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

John Pepe, does depose and say:

1. I am a site acquisition consultant with more than 10 years of experience and have been retained by New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") in connection with the captioned matter. I specialize in identifying and evaluating properties for wireless telecommunications purposes.

2. I am familiar with Verizon Wireless' existing and proposed wireless telecommunications facility sites in the City of Rye ("City") and I respectfully submit this affidavit in support of the application by Verizon Wireless for a wireless telecommunications facility ("Facility") located on the existing building ("Building") at 182 Purchase Street, Rye, New York ("Property").

3. Pursuant to Section 196-5(I)(1)(a) of the City Code, I researched whether the Facility could be located on existing tall structures or telecommunications towers. Kindly note that Verizon Wireless' Facility is on the highest priority location since it will be located on an existing tall structure.

4. Pursuant to Section 196-5(I)(1)(b) of the City Code, I researched whether the Facility could be collocated on a site with existing telecommunications towers or tall structures in the area surrounding the Property. It is not feasible for the Facility to be collocated on a site with existing telecommunications towers since none exist in the vicinity of the Property. However, as discussed above, Verizon Wireless' Facility is on the highest priority location since it will be located on an existing tall structure.

5. Pursuant to Section 196-5(I)(1)(c) of the City Code, I researched whether the Facility could be located in commercially zoned areas along Interstate 95, Interstate 287 or railroad tracks. It is respectfully submitted that there are no properties within commercially zoned areas along Interstate 95, Interstate 287 or railroad tracks that would be suitable to meet Verizon Wireless' needs. However, as discussed above, Verizon Wireless' Facility is on the highest priority location since it will be located on an existing tall structure.

6. Pursuant to Section 196-5(I)(1)(d) of the City Code, I researched whether the Facility could be located in a nonresidential area or on a golf course. It is respectfully submitted that there are no properties within nonresidential areas or golf courses that would be suitable to meet Verizon Wireless' needs. However, as discussed above, Verizon Wireless' Facility is on the highest priority location since it will be located on an existing tall structure.

7. Pursuant to Section 196-5(I)(3) of the City Code, I researched whether the Facility could be located on municipal property. It is respectfully submitted that there is no municipal property in the vicinity of the Facility that would be suitable to meet Verizon Wireless' needs. However, as discussed above, Verizon Wireless' Facility is on the highest priority location since it will be located on an existing tall structure.

Based on the foregoing, the requested approvals for the Facility at the Property should be granted forthwith.

Respectfully submitted,

John Pepe

Signed before me this
25th day of June, 2019

Notary Public
Attorney at Law State of NJ ID: 048302011

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Exhibit 7
EAF

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Verizon Wireless Public Utility Wireless Telecommunications Facility		
Project Location (describe, and attach a general location map): 182 Purchase Street, Rye, NY		
Brief Description of Proposed Action (include purpose or need): Installation of a Public Utility Wireless Telecommunications Facility consisting of antennas behind stealth screen walls on the roof of the existing building at 182 Purchase Street, Rye, NY, together with related equipment. The project is necessary to provide enhanced wireless services to the public.		
Name of Applicant/Sponsor: New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless")	Telephone: 914714-7235 E-Mail: lsnyder@snyderlaw.net	
Address: 4 Centerock Road		
City/PO: West Nyack	State: NY	Zip Code: 10994
Project Contact (if not same as sponsor; give name and title/role): Leslie Snyder	Telephone: 914-333-0700 E-Mail: lsnyder@snyderlaw.net	
Address: 94 White Plains Road		
City/PO: Tarrytown	State: NY	Zip Code: 10519
Property Owner (if not same as sponsor): Verizon New York Inc.	Telephone: 212-321-8136 E-Mail:	
Address: 140 West Street, 27th Floor		
City/PO: New York	State: NY	Zip Code: 10007

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Special Permit - City Council	
b. City, Town or Village Planning Board or Commission ☐Yes☐No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☐No		
d. Other local agencies ☑Yes☐No	Building Permit - Building Department	
e. County agencies ☑Yes☐No	Rockland County Planning - NYS General Municipal Law 239-M	
f. Regional agencies ☐Yes☐No		
g. State agencies ☐Yes☐No		
h. Federal agencies ☐Yes☐No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☑Yes☐No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes☑No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
RA-3

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Rye City School District

b. What police or other public protection forces serve the project site?
City of Rye Police Department

c. Which fire protection and emergency medical services serve the project site?
City of Rye Fire Department

d. What parks serve the project site?
Gagliardo Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? commercial

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 1 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures N/A
ii. Dimensions (in feet) of largest proposed structure: N/A height; N/A width; and N/A length
iii. Approximate extent of building space to be heated or cooled: N/A square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify: _____
iii. If other than water, identify the type of impounded/contained liquids and their source. _____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No
If Yes:
i .What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe. _____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____ Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____ Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: 200 amp- Minimal increase in electrical power

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): Consolidated Edison

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7:30am - 6:30pm
- Saturday: 10:00am-5:00pm
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: N/A
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

The proposed lighting will be within the proposed equipment screening enclosure

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

Surrounding area is a mix of residential and commercial

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No

If Yes,

i. Identify Facilities:

Rye Country Day School

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☐ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No

If yes, provide DEC ID number(s): 360086, C360086

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? ☐Yes☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? N/A feet

b. Are there bedrock outcroppings on the project site? ☐Yes☐No
If Yes, what proportion of the site is comprised of bedrock outcroppings? N/A %

c. Predominant soil type(s) present on project site:

N/A	N/A %
N/A	N/A %
N/A	N/A %

d. What is the average depth to the water table on the project site? Average: N/A feet

e. Drainage status of project site soils:
- ☐ Well Drained: N/A % of site
- ☐ Moderately Well Drained: N/A % of site
- ☐ Poorly Drained N/A % of site

f. Approximate proportion of proposed action site with slopes:
- ☐ 0-10%: N/A % of site
- ☐ 10-15%: N/A % of site
- ☐ 15% or greater: N/A % of site

g. Are there any unique geologic features on the project site? ☐Yes☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes☑No

ii. Do any wetlands or other waterbodies adjoin the project site? *☑Yes☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? *☑Yes☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes☑No

j. Is the project site in the 100-year Floodplain? ☐Yes☑No

k. Is the project site in the 500-year Floodplain? **☑Yes☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? **☑Yes☐No

If Yes:

i. Name of aquifer: Principal Aquifer

* * This was a predetermined response. The Facility will be located on the roof of the existing building and will not impact any wetlands or waterbodies.

** This was a predetermined response. The Facility will be located on the roof of the existing building and will not impact any floodplain or aquifer.

m. Identify the predominant wildlife species that occupy or use the project site: Installation is on the roof of an existing building and will not have a significant impact on wildlife species

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

ne project site contain, or is it substantially contiguous to, a building, archaeological site, or district ☐ Yes ☑ No
h is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS
ffice of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?
. Yes:
i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District
ii. Name: _____
iii. Brief description of attributes on which listing is based:
_____

f. 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? * ☑ Yes ☐ No
* This was a predetermined response. The Facility will be located on the roof of the existing building and will not impact any archaeological site.

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No
If Yes:
i. Describe possible resource(s): _____
ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No
If Yes:
i. Identify resource: _____
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____
iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No
If Yes:
i. Identify the name of the river and its designation: _____
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

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

Applicant/Sponsor Name NEIL MACDONALD Date 6/24/19

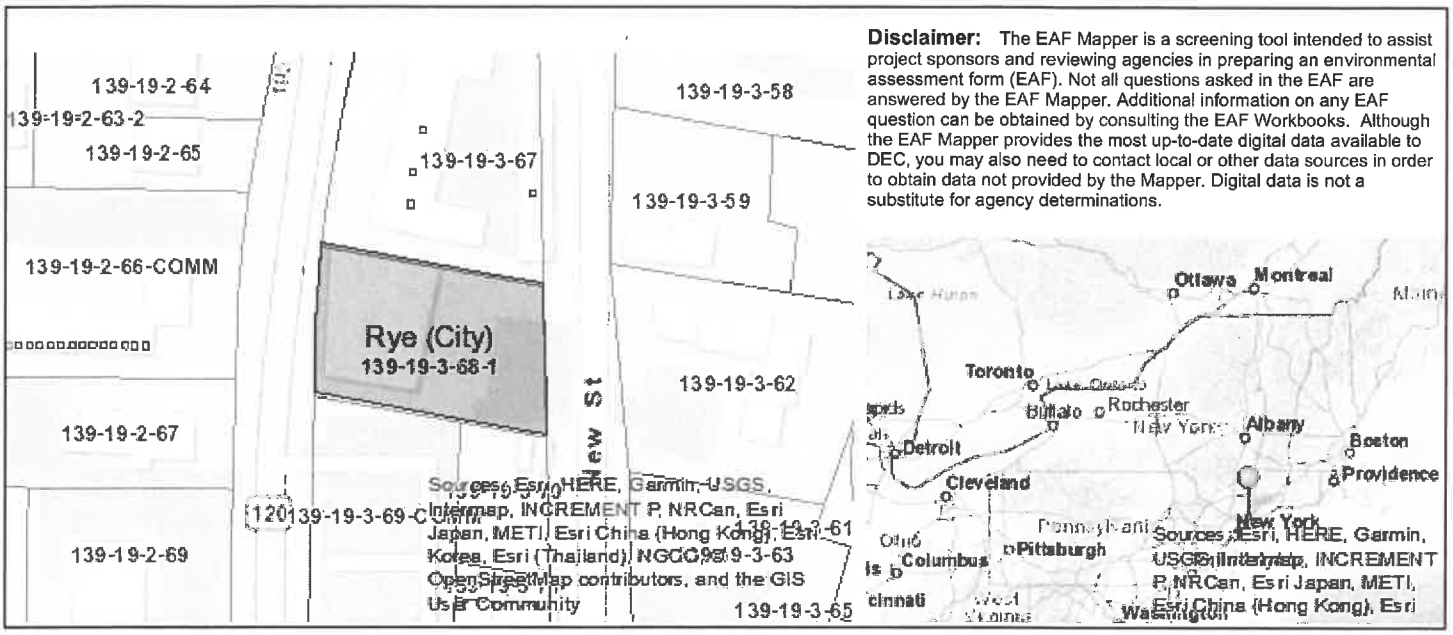
Signature _____ Title PARTNER

REGISTERED ARCHITECT
NEIL ALEXANDER MACDONALD
026944
STATE OF NEW YORK

PRINT FORM

EAF Mapper Summary Report

Tuesday, March 19, 2019 12:23 PM



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	360086, C360086
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Exhibit 8
Visual Analysis

Creative Visuals, LLC
308C Wood Run Drive Whitefish, MT 59937
Phone (914) 388-9335 Email: Ruthe.creativevisualsllc@gmail.com

May 3, 2019

William F. Collins Architects
12-1 Technology Drive
Setauket, NY 11733

RE: Proposed Public Utility Wireless Communication Facility

To Whom It May Concern:

The following is a description of the methodology used in preparing the visual analysis study and photo realistic renderings of a post-construction Verizon Wireless public utility wireless communication facility ("Facility") to be located at 182 Purchase Street, Rye, New York. The analysis depicts the proposed rooftop installation consisting of two sectors of panel antennas mounted atop the existing masonry end wall within a screening enclosure to match the existing building façade. In addition, one sector of panel antennas, a gps antenna, and associated equipment will be mounted atop the existing bulkhead within a screening enclosure to match the existing building façade as depicted on the plans drawn by William F. Collins Architects, the Applicant's engineers. Creative Visuals, LLC has prepared photo simulations of the completed Facility utilizing the process described below. An on-site visit was made to obtain familiarity with the building, terrain and its surrounding neighborhoods with six view points selected for analysis of areas of potential visibility and for photo representation of the completed Facility:

Description of View Point	Approximate Distance to Site
View point A – from near 219 – 231 Purchase Street;	537'
View point B – from near 39 New Street;	192'
View point C – from the intersection of Purchase, Highland, and Cedar Streets;	653'
View point D – from near 167 and 175 Purchase Street;	133'
View point E – from near 24 Wappanocca Street;	383'
View point F – from Natoma Street, near 199 Purchase Street.	192'

Photographs of the site were taken from each of the view points under study using a Canon full-frame digital camera with a 50mm lens. The photography and fieldwork was done April 17, 2019 between 9:20 A.M. and 4:15 P.M.; conditions were mostly sunny skies. These photos presented a reference point for the placement of the Facility using the existing building and a telescoping pole with colored materials attached.

In addition to the simulation photos, three photos were taken from Grandview Avenue:

Description of View Point	Approximate Distance to Site
View point G – from Grandview Avenue, references not visible;	567'
View point H – from Grandview Avenue, references not visible;	460'
View point I – from Grandview Avenue, the stealth bulkhead and southern enclosure will likely be partially visible (screened through intervening vegetation), while the northern stealth enclosure will not be visible (blocked by intervening existing building).	351'

The photos were taken as digital high-resolution files. A 3D program was used to create a model of the actual proposed Facility using measurements taken in the field along with dimensions and drawings furnished by the Applicant and William F. Collins, AIA. 3D software photorealistically rendered the proposed Facility as seen from each of the photo simulation view points, maintaining the perspective of the mm lens used during photography. This resulted by exporting the location of the Facility, field references, and view points into the software program. The software utilized this data to maintain their X, Y and Z relationships (the difference in elevation, bearing, and distance to). The Facility was generated with its actual dimensions as a vectorized 3D model. Each view point including the site was elevated to its relative AMSL (Above Mean Sea Level). The 3D program cameras were set at each view point's X, Y, and Z location and photographed the model with the mm lens correlating to view point photos. The X, Y and Z coordinates allowed the 3D camera to render the Facility to its correct scale, rotation, and angle from each view point. The screening enclosures were painted to match and blend in with the existing building façade. 3D software simulated sunlight on the 3D model, taking into account the site latitude, date, and time of day of the view point photographs. The removal and inclusion of intervening vegetation is approximate, however, it provides the viewer with sufficient information to evaluate the potential visibility of the proposed Facility. Finally, the photorealistically-rendered 3D model was integrated into the site photos.

In addition to the aforementioned, a 500' radius drive map to ascertain potential visibility is included. Based upon field observations of the stationary rooftop reference, the visibility map indicates the areas where the proposed Facility would be:

Not visible, blocked by intervening stuctures and/or vegetation;
Partially visible through intervening vegetation; and
Mostly visible or limited screening by intervening vegetation.

With our over twenty-four years' experience in visual analysis, as well as analyzing over 1,100 public utility structure sites throughout the region, we are confident that the enclosed visual study reasonably reflects the appearance of the proposed Facility, at the captioned site. Except for roads immediately surrounding the site, views of the proposed Facility from most areas in the surrounding neighborhood will be blocked by other structures or obscured by intervening vegetation. The proposed stealth Facility is designed to match and blend in with the existing building façade. Based upon its stealth design and limited visibility, the proposed Facility will not have a significant adverse visual impact on the surrounding area.

Sincerely,

Ruthe Heimel

Ruthe Heimel, on behalf of Creative Visuals, LLC as its Member/Manager

View point aerial map

Photo by Creative Visuals LLC

500' radius visibility drive

Red = not visible, blocked by intervening existing stuctures and/or vegetation
Yellow = partially visible through intervening vegetation
Green = mostly visible or limited screening by intervening vegetation

Existing view

View point A - from near 219 - 231 Purchase Street

Photo by Creative Visuals LLC

View point A - from near 219 - 231 Purchase Street

Computer simulated photo by Creative Visuals LLC

Existing view
View point B - from near 39 New Street

Photo by Creative Visuals LLC

View point B - from near 39 New Street

Computer simulated photo by Creative Visuals LLC

Existing view

View point C - from the intersection of Purchase, Highland, and Cedar Streets

Photo by Creative Visuals LLC

View point C - from the intersection of Purchase, Highland, and Cedar Streets

Computer simulated photo by Creative Visuals LLC

Existing view

View point D - from near 167 and 175 Purchase Street

Photo by Creative Visuals LLC

View point D - from near 167 and 175 Purchase Street

Computer simulated photo by Creative Visuals LLC

Existing view
View point E - from near 24 Wappanocca Street

Photo by Creative Visuals LLC

View point E - from near 24 Wappanocca Street

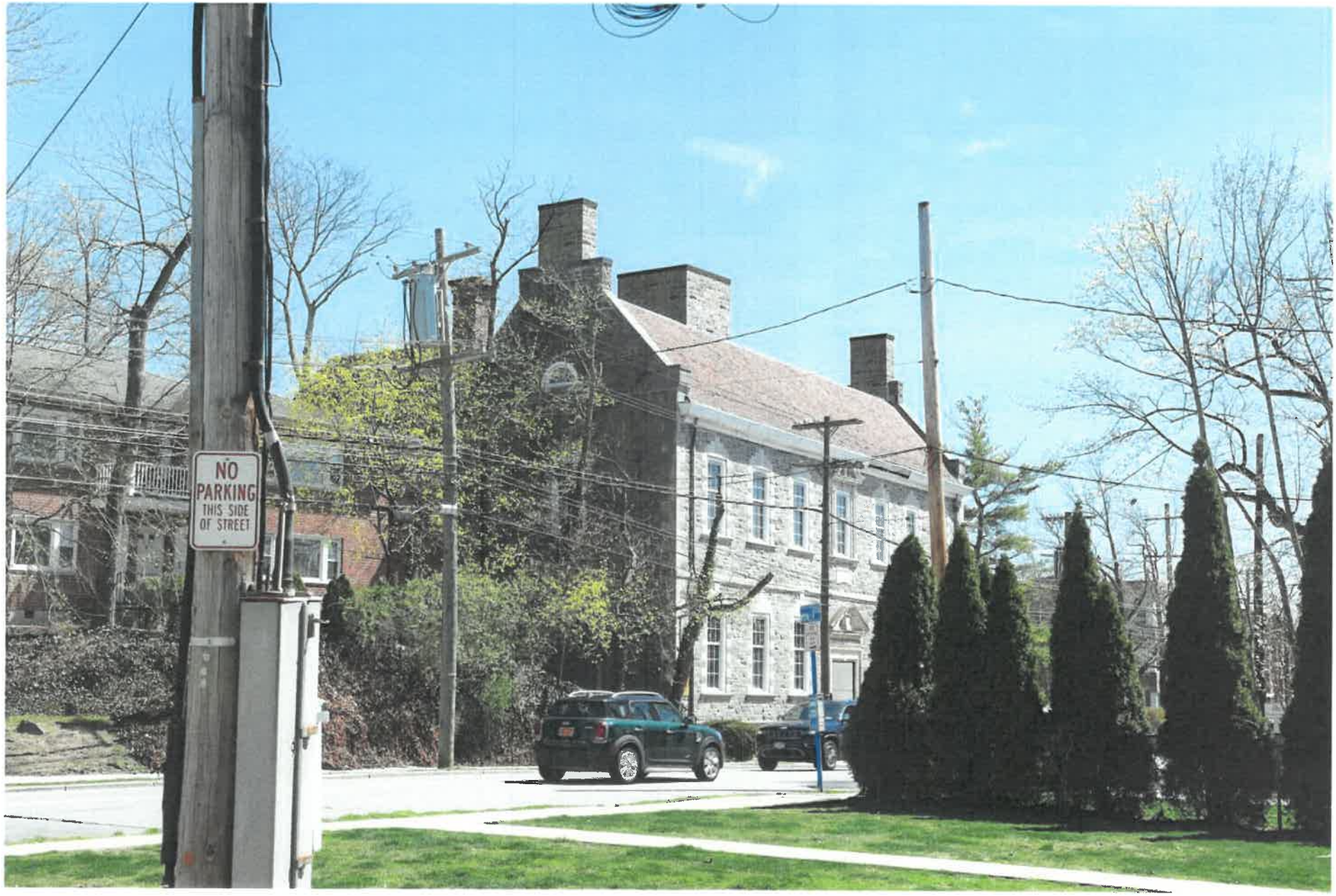
Computer simulated photo by Creative Visuals LLC

Existing view

View point F - from Natoma Street, near 199 Purchase Street

Photo by Creative Visuals LLC

View point F - from Natoma Street, near 199 Purchase Street



Computer simulated photo by Creative Visuals LLC

View point G - from Grandview Avenue, references not visible

Photo by Creative Visuals LLC

View point H - from Grandview Avenue, references not visible

Photo by Creative Visuals LLC

View point I - from Grandview Avenue, the stealth bulkhead and southern enclosure will likely be partially visible (screened through intervening vegetation), while the northern stealth enclosure will not be visible (blocked by intervening existing building)

Photo by Creative Visuals LLC

Exhibit 9
Colocation Letter

15505 Sand Canyon Ave
Irvine, CA 92618

Wayne Igawa
Manager – Global Real Estate
Transactions - West

May 30, 2019

Honorable Mayor Cohn
and Members of the City Council
City of Rye
1051 Boston Post Rd.
Rye, New York 10580

RE: NY-Rye_VZCO_SC
182 Purchase Street, Rye, New York

Hon. Mayor Cohn and
Members of the City Council:

As you are aware, Verizon New York, Inc. ("Verizon") is the owner of the existing building ("Building") at the captioned site and New York SMSA Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless") is proposing to place a wireless telecommunications facility thereon. We have been advised that the City of Rye has inquired if Verizon would allow additional carriers to utilize said rooftop. Please be advised that Verizon is not actively seeking additional carriers to locate on the Building. However, once the Verizon Wireless installation is approved, Verizon does not have any issue with allowing additional collocation, provided that such collocation is technically feasible and that such additional carrier agrees to our terms and conditions, including, without limitation, regarding security.

Respectfully Submitted,
Verizon New York, Inc.

By: _____
Authorized Signatory

cc: Verizon Wireless

verizon

ZONING DRAWINGS FOR WIRELESS COMMUNICATIONS FACILITY:

RYE VZCO SC
182 PURCHASE ST, RYE, NY 10580

WFC PROJECT NO: 14-10947

SITE INFORMATION

VERIZON WIRELESS SITE NAME:	"RYE VZCO SC"
SITE TYPE/DESCRIPTION:	ON ROOF: (6) NEW VERIZON WIRELESS ANTENNAS, (3) NEW B25/66A DUAL BAND RRHs, (3) NEW B5/13 DUAL BAND RRHs AND (1) NEW EQUIPMENT CABINET ATOP NEW DUNNAGE PLATFORM WITHIN NEW RF COMPATIBLE SCREENING. (2) NEW GPS UNITS TO BE INSTALLED AT BETA SECTOR.
PROJECT LOCATION:	182 PURCHASE STREET RYE, NY 10580
VZW LOCATION CODE:	96101
LATITUDE:	N 40° 59' 17.55" (NAD 83)
LONGITUDE:	W 73° 41' 1.67" (NAD 83)
ELEVATION:	37' +/- AMSL (NGVD 29)
SECTION:	139.19
BLOCK:	3
LOT(S):	6B.1
DISTRICT:	RA-3

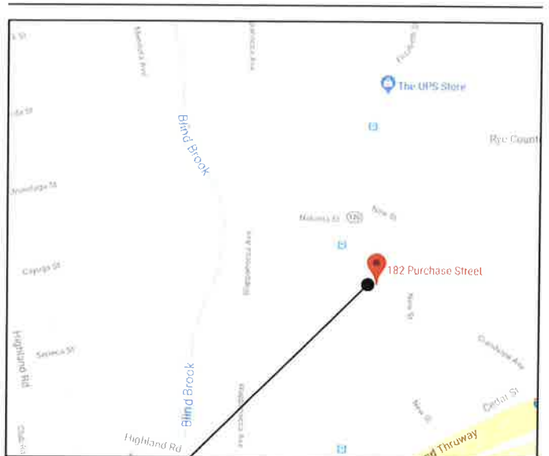
PROJECT CONTACTS

APPLICANT:	NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 4 CENTEROCK ROAD WEST NYACK, NY 10994	(914) 714-7371
PROPERTY OWNER:	VERIZON NEW YORK INC. NEIL BANACH	
LEASING CONTACT:	JOHN PEPE	(201) 370-2363
CONSTRUCTION CONTACT:	BRETT LIQUORI	(201) 724-5367
A/E (ENGINEER) CONTACT:	NEIL A. MacDONALD, AIA, LEED AP	(631) 689-8450 EXT.115
CON EDISON CONTACT:	N/A	
BUILDING FIRE ALARM VENDOR CONTACT:	N/A	

DRAWING INDEX

DWG. NO.	DRAWING TITLE	INITIAL ISSUANCE	LATEST ISSUANCE REVISION NO. & DATE	
	ARCHITECTURAL			
T-100.00	TITLE SHEET			
SP-100.00	ROOF PLAN AND GENERAL NOTES	02/15/19	2	06/21/19
SP-101.00	WEST SIDE ELEVATION AND SOUTH SIDE ELEVATION	02/15/19	2	06/21/19
SP-102.00	NORTH SIDE ELEVATION AND EAST SIDE ELEVATION	02/15/19	2	06/21/19
SP-103.00	ENLARGED EQUIPMENT PLAN AND EQUIPMENT DETAILS	02/15/19	2	06/21/19
SP-104.00	750' RADIUS MAP & PROPERTY OWNERS	02/15/19	2	06/21/19

LOCATION MAP



KEY MAP

SCALE: 1" = 200'

wfc

ARCHITECTS

12-1 TECHNOLOGY DRIVE, SETAUKET, NY 11733
P. 631.689.8450 | F. 631.689.8459 | www.wfcaia.com

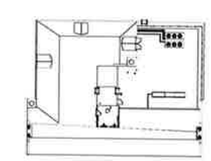
REGISTERED ARCHITECT NEIL ALEXANDER MACDONALD STATE OF NEW YORK 069

CONSULTANT

NO.	DATE	SUBMISSION
0	02/15/19	ISSUED FOR REVIEW
1	05/30/19	ADDED RADIUS MAP
2	06/21/19	ISSUED FOR FILING

NO.	DATE	REVISION

KEY PLAN:



verizon

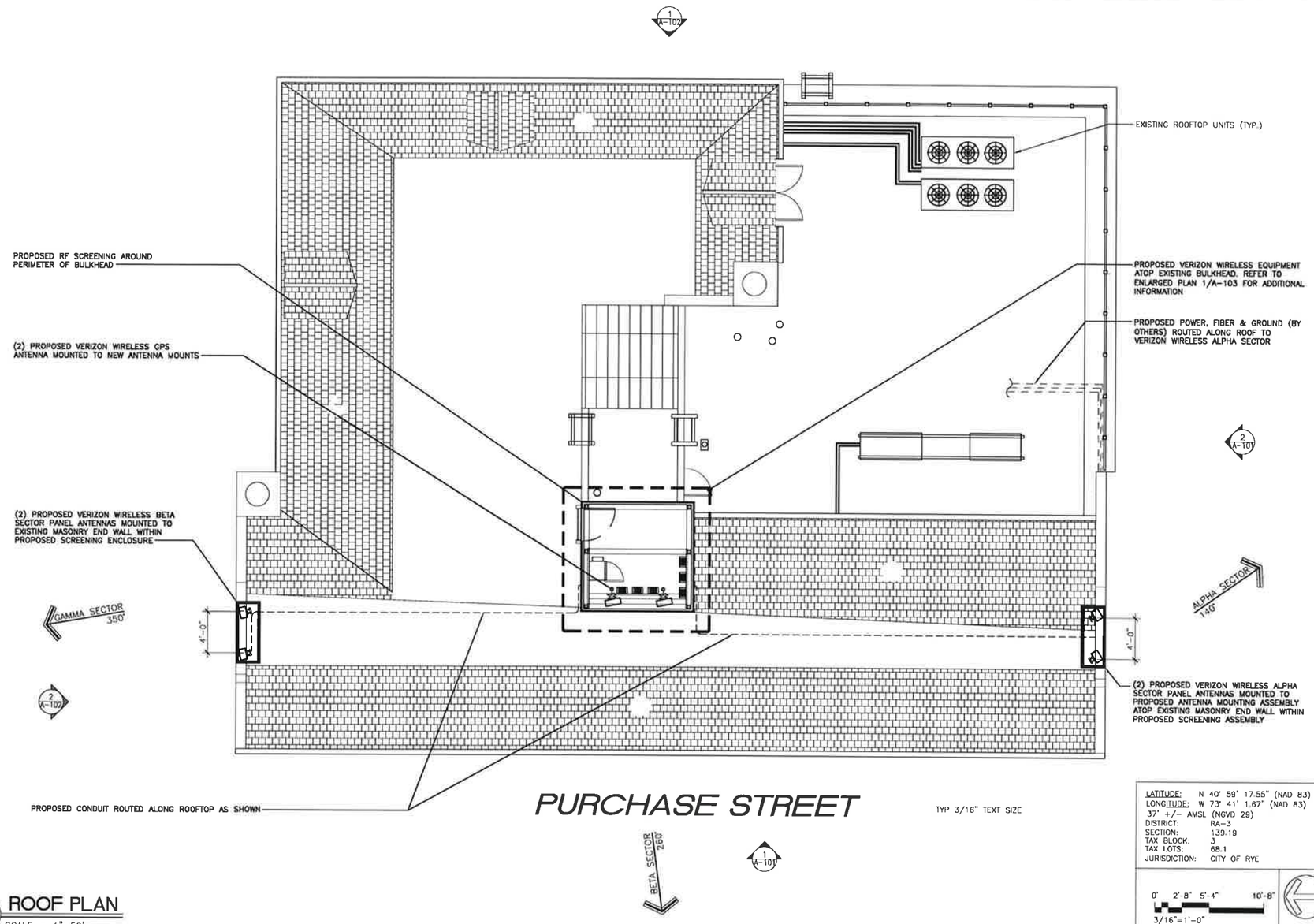
RYE VZCO SC
SMALL CELL ARRAY

182 PURCHASE STREET
RYE, N.Y.

TITLE:

TITLE SHEET

DATE:	09/14/15
PROJECT NO:	14-10947
DRAWN BY:	PF
CHECKED BY:	GD
SCALE:	AS NOTED
DRAWING NO:	T-100.00
SHEET NO:	1 OF 6



TYP 3/16" TEXT SIZE

LATITUDE:	N 40° 59' 17.55" (NAD 83)
LONGITUDE:	W 73° 41' 1.67" (NAD 83)
37' +/- AMSL (NGVD 29)	
DISTRICT:	RA-3
SECTION:	139.19
TAX BLOCK:	3
TAX LOTS:	68.1
JURISDICTION:	CITY OF RYE

0' 2'-8" 5'-4" 10'-8"
3/16"=1'-0"
NORTH

1 ROOF PLAN
SCALE = 1"=50'

TENANT SAFETY PLAN – 2008 CODE: 128-104.8.4

1. THIS BUILDING CONTAINS OFFICE SPACE THAT WILL BE OCCUPIED DURING CONSTRUCTION.

2. THE CONSTRUCTION WORK IS CONFINED TO THE ROOF.

3. THERE WILL BE NOBODY OCCUPYING THE NEW CONSTRUCTION AREA TO BE RENOVATED DURING THE COURSE OF CONSTRUCTION WORK.

4. EGRESS: REQUIRED EGRESS SHALL NOT BE OBSTRUCTED AT ANY TIME. EGRESS AT EXISTING CORRIDORS, FIRE STAIRS, ETC. MUST BE MAINTAINED AT ALL TIMES.

5. ALL EXISTING MEANS OF EGRESS MAY NOT BE USED TO STORE MATERIAL, EQUIPMENT AND DEBRIS. TRANSPORTATION OF ALL MATERIALS, EQUIPMENT AND DEBRIS MUST BE COORDINATED WITH THE BUILDING SUPERINTENDENT.

6. EXISTING FIRE SAFETY FOR ALL OCCUPIED DWELLING UNITS SHALL BE MAINTAINED AND NOT DIMINISHED. ALL BUILDING MATERIALS STORED AT CONSTRUCTION AREA AND/OR IN ANY AREA OF THE BUILDING ARE TO BE SECURED IN A LOCKED AREA. ACCESS TO SUCH AREAS ARE TO BE CONTROLLED BY THE BUILDING OWNER AND/OR GENERAL CONTRACTOR.

7. THE GENERAL CONTRACTOR SHALL ENSURE THAT DUST IS CONTROLLED, AND THAT DISPOSAL OF CONSTRUCTION DEBRIS IS PERFORMED IN SUCH A MANNER AS TO NOT INTERFERE WITH OCCUPIED DWELLING UNITS. DEBRIS, DIRT AND DUST ARE TO BE KEPT TO A MINIMUM AND BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA, AND BE CLEANED UP AND CLEARED FROM THE BUILDING PERIODICALLY TO AVOID ANY EXCESSIVE ACCUMULATION.

8. THE GENERAL CONTRACTOR SHALL ENSURE THAT NOISE IS LIMITED TO ACCEPTABLE LEVELS IN ACCORDANCE WITH THE NEW YORK NOISE CONTROL CODE.

9. CONSTRUCTION OPERATIONS WILL BE CONFINED TO NORMAL WORKING HOURS 9AM TO 5PM, MONDAY THRU FRIDAY, EXCEPT LEGAL HOLIDAYS, UNLESS AN AFTER-HOURS WORK PERMIT VARIANCE IS SECURED FROM THE DEPARTMENT OF BUILDINGS.

FACILITY NOTES

A) NEW FEATURES LABELED AS SUCH; ALL ELSE EXISTING OR FUTURE BY OTHERS.

B) THE NEW PUBLIC UTILITY WIRELESS COMMUNICATIONS FACILITY IS UNMANNED AND WILL BE VISITED APPROXIMATELY ONCE A MONTH FOR MAINTENANCE PURPOSES; THEREFORE IT IS NOT ANTICIPATED TO GENERATE ADDITIONAL TRAFFIC.

C) NO ADDITIONAL PARKING IS REQUIRED FOR THE NEW USE, AS THIS IS AN UNMANNED SITE.

D) NO SOLID OR LIQUID WASTE WILL BE PRODUCED BY THE NEW USE, AS THIS IS AN UNMANNED SITE.

E) NO WATER OR SEWAGE FACILITIES ARE REQUIRED FOR THE NEW USE.

F) THERE WILL BE NO COMMERCIAL OR RETAIL SIGNS NOR SPECIAL LIGHTING FOR THE NEW SITE.

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH:
(A) THE "BUILDING CODE OF THE CITY OF RYE" LATEST EDITION
(B) THE REGULATIONS OF ALL GOVERNMENTAL AGENCIES HAVING JURISDICTION

2. COORDINATE ALL WORKING HOURS, MATERIALS DELIVERY SCHEDULE AND ALL OTHER CONSTRUCTION ACTIVITIES WITH VERIZON AND OWNER.

3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND AND SURFACE UTILITIES AND STRUCTURES AT OR ADJACENT TO THE SITE DURING ALL PHASES OF CONSTRUCTION. ANY EXISTING UTILITIES OR STRUCTURES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.

4. ALL AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

5. COORDINATE THE DISPOSAL OF CONSTRUCTION/ SITE CLEARING DEBRIS AND EXCESS SOIL FROM EXCAVATION OPERATIONS WITH VERIZON AND OWNER.

6. ALL DIMENSIONS, CONDITIONS AND OTHER INFORMATION SHOWN ON THE DRAWINGS ARE TAKEN FROM LIMITED FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS. ALL UNUSUAL CONDITIONS OR DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER. CONTRACTOR SHALL NOT PROCEED WITH ANY AFFECTED WORK UNTIL FORMALLY DIRECTED BY THE ENGINEER.

7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CORRECTNESS OF ALL DIMENSIONS AND/OR QUANTITIES AND FOR THE COORDINATION WITH ALL OTHER WORK. REVIEW OF THE CONTRACTOR'S SUBMISSIONS DOES NOT RELIEVE THE CONTRACTOR FROM THESE RESPONSIBILITIES.

8. THE CONTRACTOR SHALL FURNISH AND INSTALL ANGLE STRUTS, BRACKETS, GOGGLES, EYE BOLTS AND ALL OTHER ACCESSORIES REQUIRED TO PROPERLY SUPPORT, BRACE AND/OR REINFORCE ALL FINISHES, FRAMES, EQUIPMENT, ETC.

9. ALL MATERIALS SHOWN ON THE DRAWINGS SHALL BE NEW UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MATERIALS TO VERIZON FOR APPROVAL.

10. MANUFACTURER'S INSTRUCTIONS: THE CONTRACTOR SHALL COMPLY WITH MANUFACTURE' INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS TO THE EXTENT THAT THEY ARE MORE STRINGENT THAN THE REQUIREMENTS IN THE CONTRACT DOCUMENTS.

11. CLEANING AND PROTECTION: DURING HANDLING AND INSTALLATION, CLEAN AND PROTECT CONSTRUCTION IN PROGRESS AND ADJOINING MATERIALS IN PLACE. APPLY PROTECTIVE COVERING(S) WHERE REQUIRED.
A. CLEAN AND MAINTAIN COMPLETED CONSTRUCTION AS OFTEN AS NECESSARY THROUGHOUT THE CONSTRUCTION PERIOD.
B. LIMITING EXPOSURES: SUPERVISE OPERATIONS TO ENSURE THAT NO PART OF CONSTRUCTION, COMPLETED OR IN PROGRESS, IS SUBJECT TO HARMFUL OR DELETERIOUS EXPOSURE. SUCH EXPOSURE INCLUDED, BUT NOT LIMITED TO:
A. WATER INFILTRATION AND EXPOSURE TO WEATHER
B. EXCESSIVE HIGH OR LOW TEMPERATURE OR HUMIDITY
C. UNUSUAL WEAR OR OTHER MISUSE
D. HEAVY TRAFFIC, SOILING, STAINING OR CORROSION
E. CONTACT BETWEEN INCOMPATIBLE MATERIALS
F. THEFT OR VANDALISM

VERIZON WIRELESS ANTENNA & CABLE NOTES:

1. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRANSMISSION CABLE, JUMPERS, CONNECTORS, GROUNDING STRAPS ANTENNA MOUNTS AND HARDWARE. ALL MATERIALS SHALL BE INSPECTED BY THE CONTRACTOR FOR DAMAGE UPON DELIVERY. JUMPERS SHALL BE SUPPLIED AT ANTENNAS AND AT THE EQUIPMENT. COORDINATE LENGTH OF JUMPERS CABLES IN FIELD WITH VERIZON WIRELESS AND COORDINATE & VERIFY ALL OTHER MATERIALS TO BE PROVIDED WITH VERIZON WIRELESS PRIOR TO SUBMITTING BID AND ORDERING MATERIALS.

2. AFTER INSTALLATION, THE TRANSMISSION LINE SYSTEM SHALL BE TDR/SWEEP TESTED FOR PROPER INSTALLATION AND DAMAGE WITH ANTENNAS CONNECTED. CONTRACTOR TO OBTAIN LATEST TESTING PROCEDURE FROM VERIZON PRIOR TO BIDDING.

3. ANTENNA CABLES SHALL BE COLOR CODED AT THE FOLLOWING LOCATIONS:
- AT THE ANTENNAS
- JUMPER CABLES @ EQUIPMENT

4. GROUND ANTENNA CABLES AT THE EQUIPMENT.

5. UTILIZE ANDREWS GROUNDING KIT #204989 SERIES WITH DOUBLE HOLD CRIMP ON LUGS AT BOTH ENDS OF GROUNDING CONNECTOR FOR GROUNDING EACH SIGNAL CABLE (BY ANTENNA SIGNAL CONTRACTOR.)

6. SYSTEM INSTALLATION:
THE CONTRACTOR SHALL INSTALL ALL CABLES AND ANTENNAS TO THE MANUFACTURER'S AND VERIZON'S SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE FOR THE PROCUREMENT AND INSTALLATION OF THE FOLLOWING:
1. ALL CONNECTORS, ASSOCIATED CABLE MOUNTING, AND GROUNDING HARDWARE.
2. ALL MOUNTS, STANDOFFS, AND ASSOCIATED HARDWARE.
3. 1/2" HELIAX ANTENNA JUMPERS OF APPROPRIATE LENGTHS.

7. ANTENNA CABLES SHALL BE FOAM DIELECTRIC COAXIAL CABLES AS SUPPLIED BY VERIZON WIRELESS.

8. MINIMUM BENDING RADII FROM COAXIAL CABLES:
1/2" RMIN = 8"
7/8" RMIN = 15"
1-5/8" RMIN = 25"

9. REFER TO ANTENNA & CABLE SCHEDULE FOR CABLE COLOR CODED TAPING

10. CABLES SHALL BE INSTALLED WITH A MINIMUM NUMBER OF BENDS WHERE POSSIBLE. CABLES SHALL NOT BE LEFT UNTERMINATED AND SHALL BE SEALED IMMEDIATELY AFTER BEING INSTALLED.

11. ALL CABLE CONNECTIONS OUTSIDE SHALL BE COVERED WITH WEATHERPROOF SPLICING KIT.

12. CONTRACTOR SHALL VERIFY EXACT LENGTHS AND DIRECTION OF TRAVEL IN FIEND PRIOR TO CONSTRUCTION

13. CABLES SHALL BE FURNISHED WITHOUT SPLICES AND WITH CONNECTORS AT EACH END.

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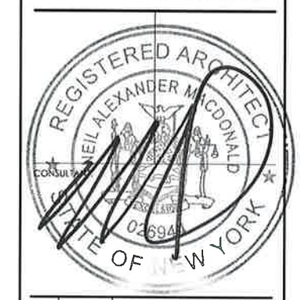
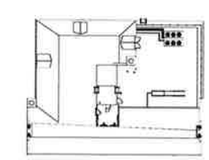


NO.	DATE	SUBMISSION
0	02/15/19	ISSUED FOR REVIEW
1	05/10/19	ADDED RADIUS MAP
2	06/21/19	ISSUED FOR FILING

NO.	DATE	REVISION

KEY PLAN:



NORTH

verizon

RYE VZCO SC
SMALL CELL ARRAY

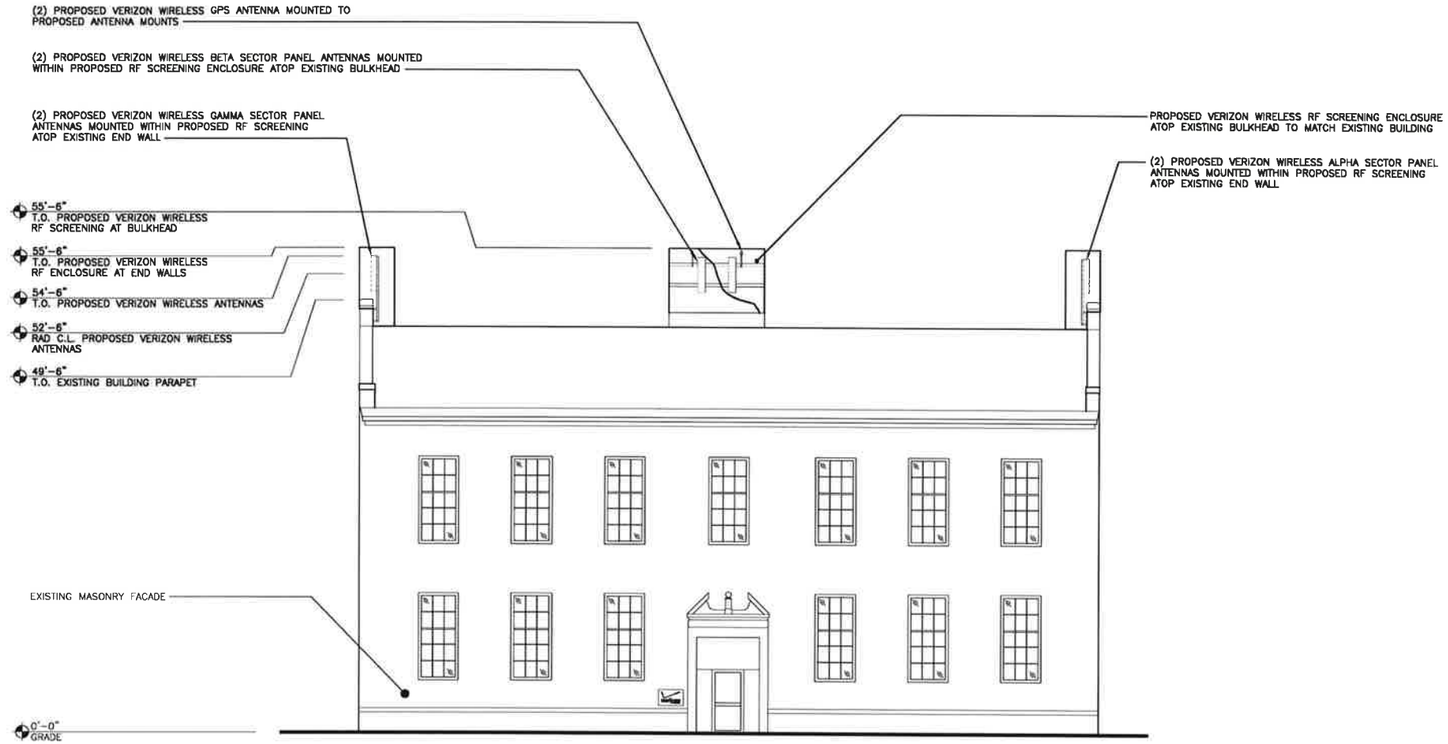
182 PURCHASE STREET
RYE, N.Y.

TITLE:

ROOF PLAN
AND GENERAL NOTES

DATE:	09/14/15
PROJECT NO:	14-10947
DRAWN BY:	PF
CHECKED BY:	GD
SCALE:	AS NOTED
DRAWING NO:	SP-100.00
SHEET NO:	2 OF 6

NOTE:
THE LOWEST POINT OF PROPOSED ANTENNAS WILL BE ±50'-6" ABOVE GRADE LEVEL, ±20' ABOVE (VERTICAL) NEAREST RESIDENTIAL UNIT AND ±20' AWAY (HORIZONTAL) FROM NEAREST RESIDENTIAL UNIT (GAMMA SECTOR)

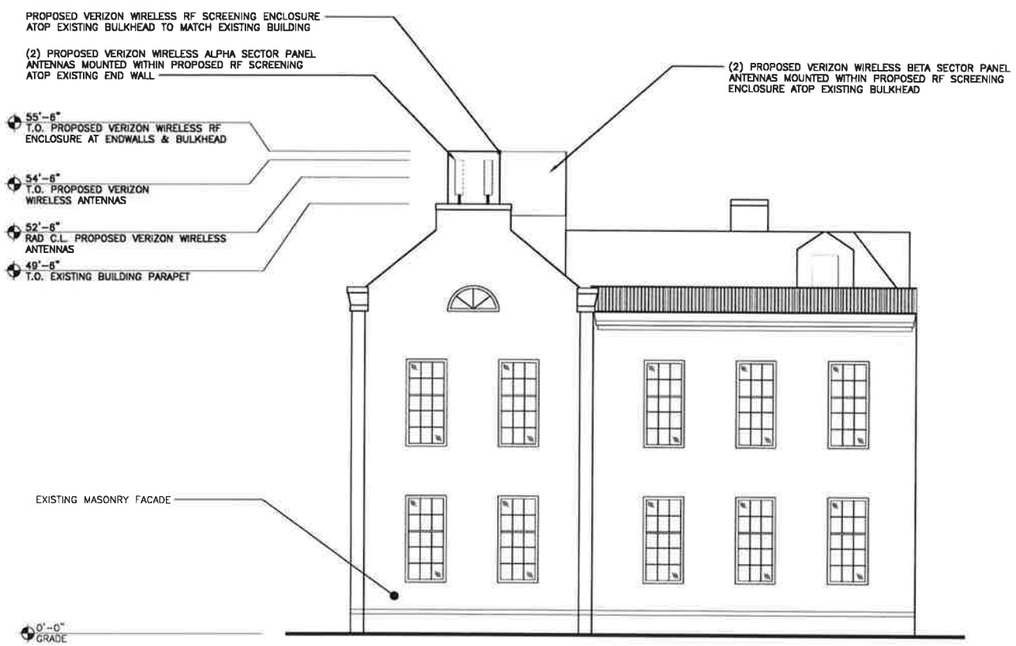


1 WEST ELEVATION

SCALE = 1/8" = 1'-0"

0' 4' 8' 16'
1/8"=1'

NOTE:
THE LOWEST POINT OF PROPOSED ANTENNAS WILL BE ±50'-6" ABOVE GRADE LEVEL, ±20' ABOVE (VERTICAL) NEAREST RESIDENTIAL UNIT AND ±20' AWAY (HORIZONTAL) FROM NEAREST RESIDENTIAL UNIT (GAMMA SECTOR)



2 SOUTH ELEVATION

SCALE = 1/8" = 1'-0"

0' 4' 8' 16'
1/8"=1'

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ARCHITECTS

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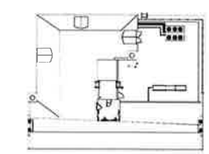
REGISTERED ARCHITECT
NEIL ALEXANDER MACDONALD
CONSULTANT
029944
STATE OF NEW YORK

NO.	DATE	SUBMISSION
0	02/15/19	ISSUED FOR REVIEW
1	05/10/19	ADDED RADIUS MAP
2	06/21/19	ISSUED FOR FILING

NO.	DATE	REVISION

KEY PLAN:



verizon

RYE VZCO SC
SMALL CELL ARRAY

182 PURCHASE STREET
RYE, N.Y.

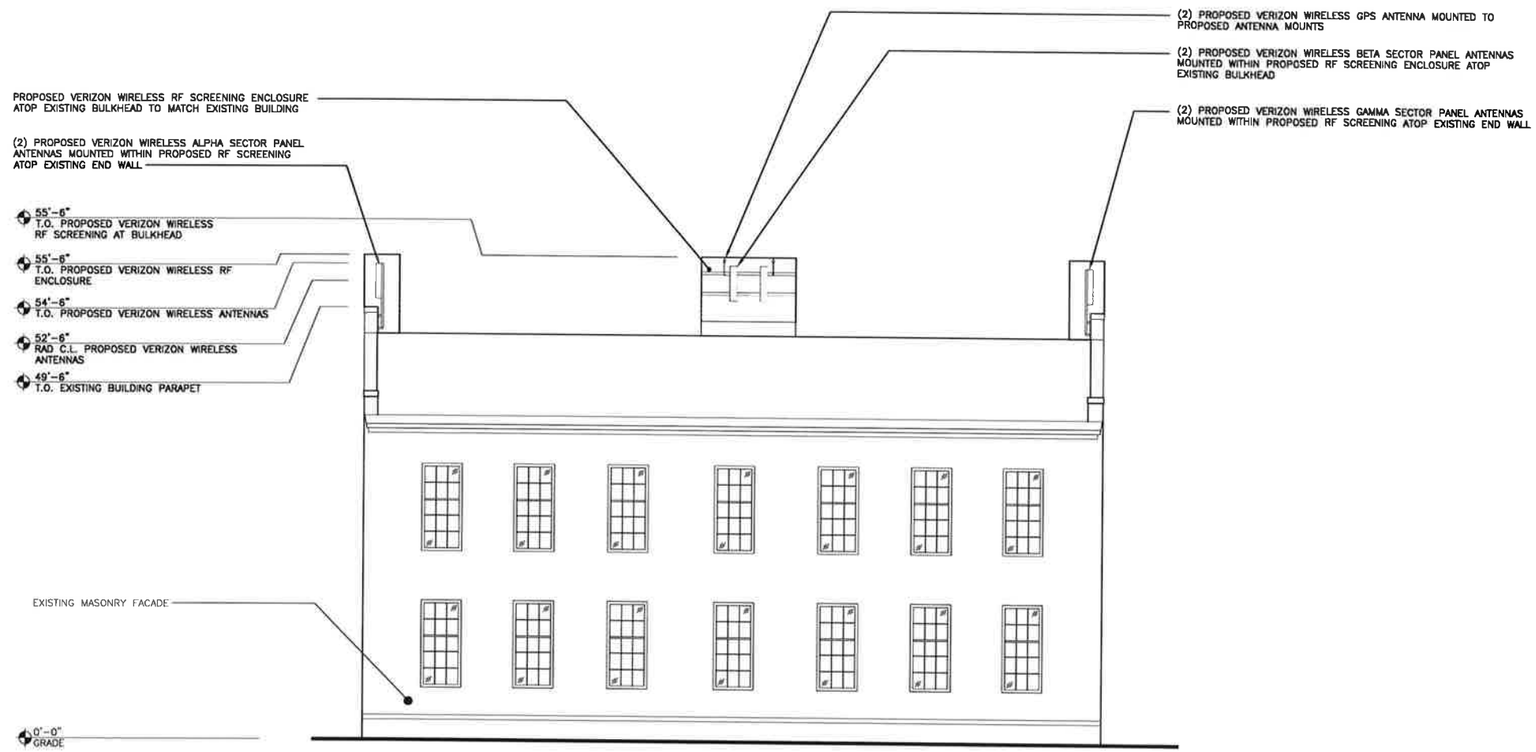
TITLE:
WEST SIDE AND SOUTH SIDE ELEVATIONS

DATE:	09/14/15
PROJECT NO:	14-10947
DRAWN BY:	PF
CHECKED BY:	GD
SCALE:	AS NOTED

DRAWING NO:
SP-101.00

SHEET NO: 3 OF 6

NOTE:
THE LOWEST POINT OF PROPOSED ANTENNAS WILL BE ±50'-6" ABOVE GRADE LEVEL, ±20' ABOVE (VERTICAL) NEAREST RESIDENTIAL UNIT AND ±20' AWAY (HORIZONTAL) FROM NEAREST RESIDENTIAL UNIT (GAMMA SECTOR)

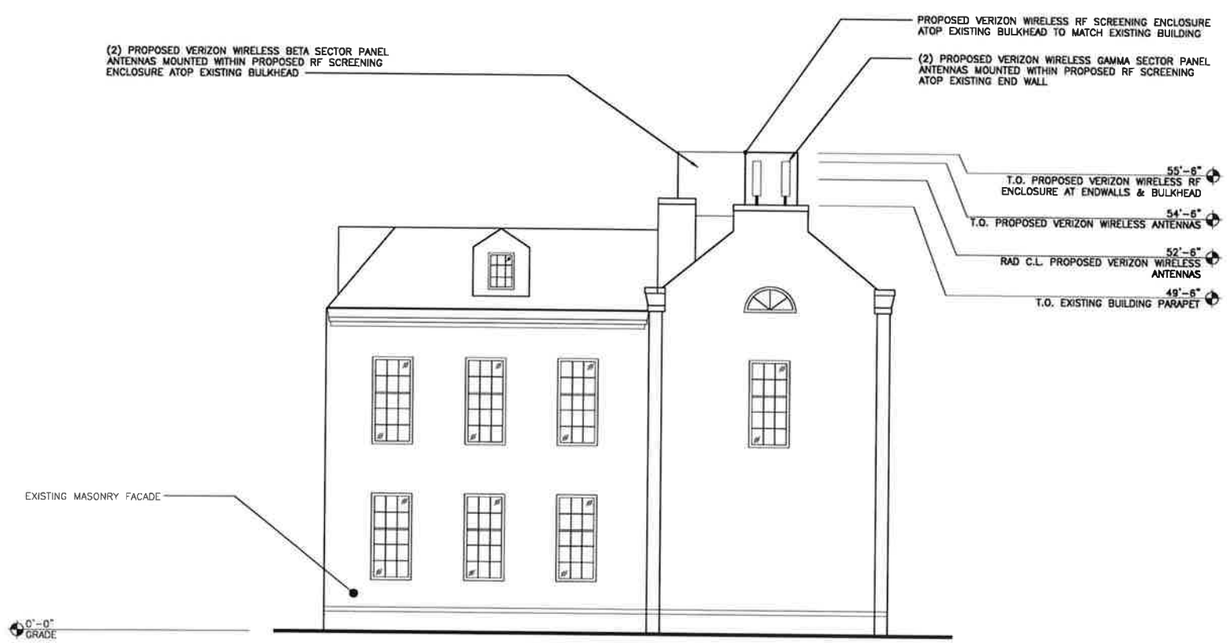


1 EAST ELEVATION

SCALE = 1/8" = 1'-0"

0' 4' 8' 16'
1/8"=1'

NOTE:
THE LOWEST POINT OF PROPOSED ANTENNAS WILL BE ±50'-6" ABOVE GRADE LEVEL, ±20' ABOVE (VERTICAL) NEAREST RESIDENTIAL UNIT AND ±20' AWAY (HORIZONTAL) FROM NEAREST RESIDENTIAL UNIT (GAMMA SECTOR)



2 NORTH ELEVATION

SCALE = 1/8" = 1'-0"

0' 4' 8' 16'
1/8"=1'

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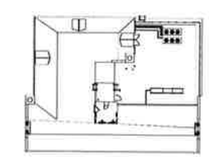
REGISTERED ARCHITECT
NEIL ALEXANDER MACDONALD
CONSULTANT
026944
STATE OF NEW YORK

NO.	DATE	SUBMISSION
0	02/15/19	ISSUED FOR REVIEW
1	05/10/19	ADDED RADIUS MAP
2	06/21/19	ISSUED FOR FLNG

NO.	DATE	REVISION

KEY PLAN:



verizon

RYE VZCO SC
SMALL CELL ARRAY

182 PURCHASE STREET
RYE, N.Y.

TITLE:

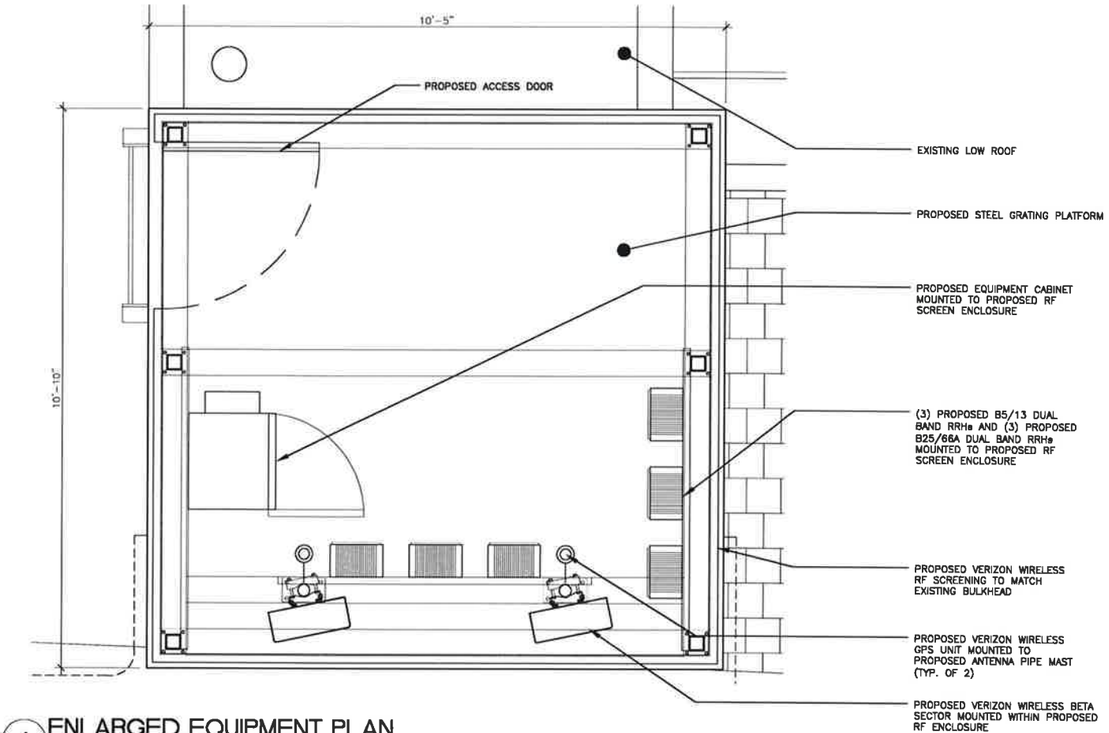
EAST SIDE AND NORTH SIDE ELEVATIONS

DATE:	09/14/15
PROJECT NO:	14-10947
DRAWN BY:	PF
CHECKED BY:	GD
SCALE:	AS NOTED

DRAWING NO:

SP-102.00

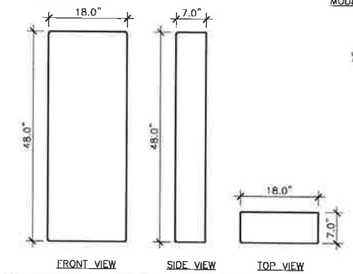
SHEET NO: 4 OF 6



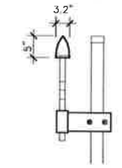
1 ENLARGED EQUIPMENT PLAN

SCALE = 1/8" = 1'-0"

ANTENNA MANUFACTURER: COMMSCOPE
MODEL NO.: NHH-45A-R2B
WEIGHT: 49.8 LBS.



GPS MANUFACTURER: PCTEL
MODEL NO.: GPS-TMG-HR-26N



GPS UNIT

NOTE:
ANTENNAS SUBJECT TO CHANGE BASED ON AVAILABILITY AT THE TIME OF CONSTRUCTION.

ANTENNA NOTES:

CABLE: SECTORS – 7/8" DIA. CABLE (UP TO 100')
SECTORS – 1 1/4" DIA. CABLE (UP TO 200') .63 LBS/FT.
SECTORS – 1 5/8" DIA. CABLE (201' OR GREATER) .70 LBS/FT.
GPS – ANTENNA MOUNT

TYPE	No.	TYPE	WEIGHT	AZIMUTH	MECH TILT	DOWN TILT	DPLXR	CABLES / ANTENNA	CABLE LENGTHS
AWS LTE-C/CELL	A1	NHH-45A-R2B	49.8 LBS.	140°	0°	N	(1) 6X12 HYBRIFLEX		–
	A2	NHH-45A-R2B	49.8 LBS.	140°	0°	N			
AWS LTE-C/CELL	B1	NHH-45A-R2B	49.8 LBS.	260°	0°	N	(1) 6X12 HYBRIFLEX		–
	B2	NHH-45A-R2B	49.8 LBS.	260°	0°	N			
AWS LTE-C/CELL	G1	NHH-45A-R2B	49.8 LBS.	350°	0°	N	(1) 6X12 HYBRIFLEX		–
	G2	NHH-45A-R2B	49.8 LBS.	350°	0°	N			
UNITS:	GPS-1	GPS-TMG-HR-26N	0.6 LBS.	BETA SECTOR				(1) 1/2"	
	GPS-2	GPS-TMG-HR-26N	0.6 LBS.	BETA SECTOR				(1) 1/2"	

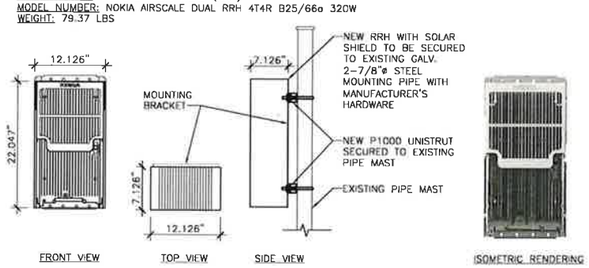
1. ALL INDICATIONS OF NORTH ARE FOR REFERENCE ONLY. CONTRACTOR TO VERIFY IN FIELD TRUE NORTH PRIOR TO SECTOR ANTENNA INSTALLATION.

2. PROVIDE DOWNTILT AND MOUNTING BRACKETS FOR MOUNTING UP TO A 3-1/2" O.D. GALV. STEEL PIPE. THE MODEL NUMBERS FOR THE RESPECTIVE ANTENNAS EMPLOYED ON THIS PROJECT ARE #-919D11

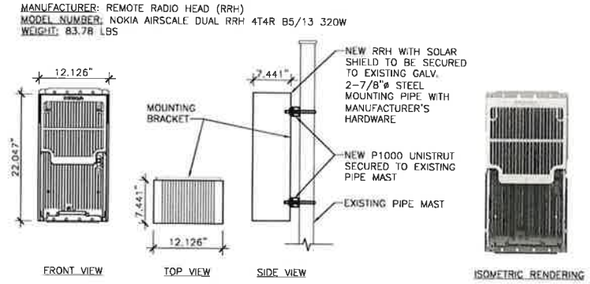
2 ANTENNA INFORMATION

SCALE = 3/4" = 1'-0"

MANUFACTURER: REMOTE RADIO HEAD (RRH)
MODEL NUMBER: NOKIA AIRSCALE DUAL RRH 4T4R B25/66a 320W
WEIGHT: 79.37 LBS



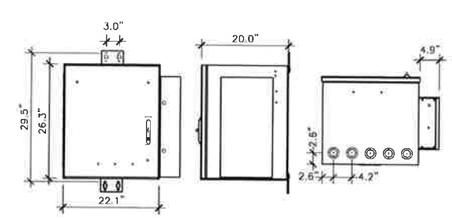
MANUFACTURER: REMOTE RADIO HEAD (RRH)
MODEL NUMBER: NOKIA AIRSCALE DUAL RRH 4T4R B5/13 320W
WEIGHT: 83.78 LBS



3 EQUIPMENT DETAILS

SCALE = 1" = 1'-0"

CHARLES CUBE CABINET SPECIFICATIONS: RL 1003 SERIES	
OVERALL DIMENSIONS	26"H X 22"W X 20"D
RACK SPACE	14RU
RACK WIDTH	19"
HOLE SPACING ON RACKS	EIA STANDARD, TAPPED 12-24
BONDING & GROUNDING	(1) B POSITION, 2-HOLE GROUND BARS
FUSE PANEL	(1) WALLMOUNT 10 POSITION GMT TYPE
CABLE ENTRANCE	(5) 1.75/2.5" DOUBLE KNOCKOUTS
COLOR	OFF-WHITE
CONSTRUCTION	WELDED ALUMINUM
WEIGHT (WITH HEAT EXCHANGER)	80 LBS.
MOUNTING	WALL OR H FRAME, POLE MOUNT W/OPTIONAL KIT
THERMAL MANAGEMENT	OPTIONAL HEAT EXCHANGERS AND AIR CONDITIONER



4 EQUIPMENT CABINET DETAIL

SCALE = 1/2" = 1'-0"

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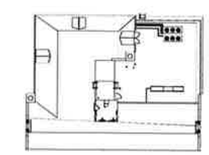
REGISTERED ARCHITECT NEIL ALEXANDER MACDONALD STATE OF NEW YORK

CONSULTANT:

NO.	DATE	SUBMISSION
0	02/15/19	ISSUED FOR REVIEW
1	05/10/19	ADDED RADIUS MAP
2	06/21/19	ISSUED FOR FLING

NO.	DATE	REVISION

KEY PLAN:



PURCHASE STREET

verizon

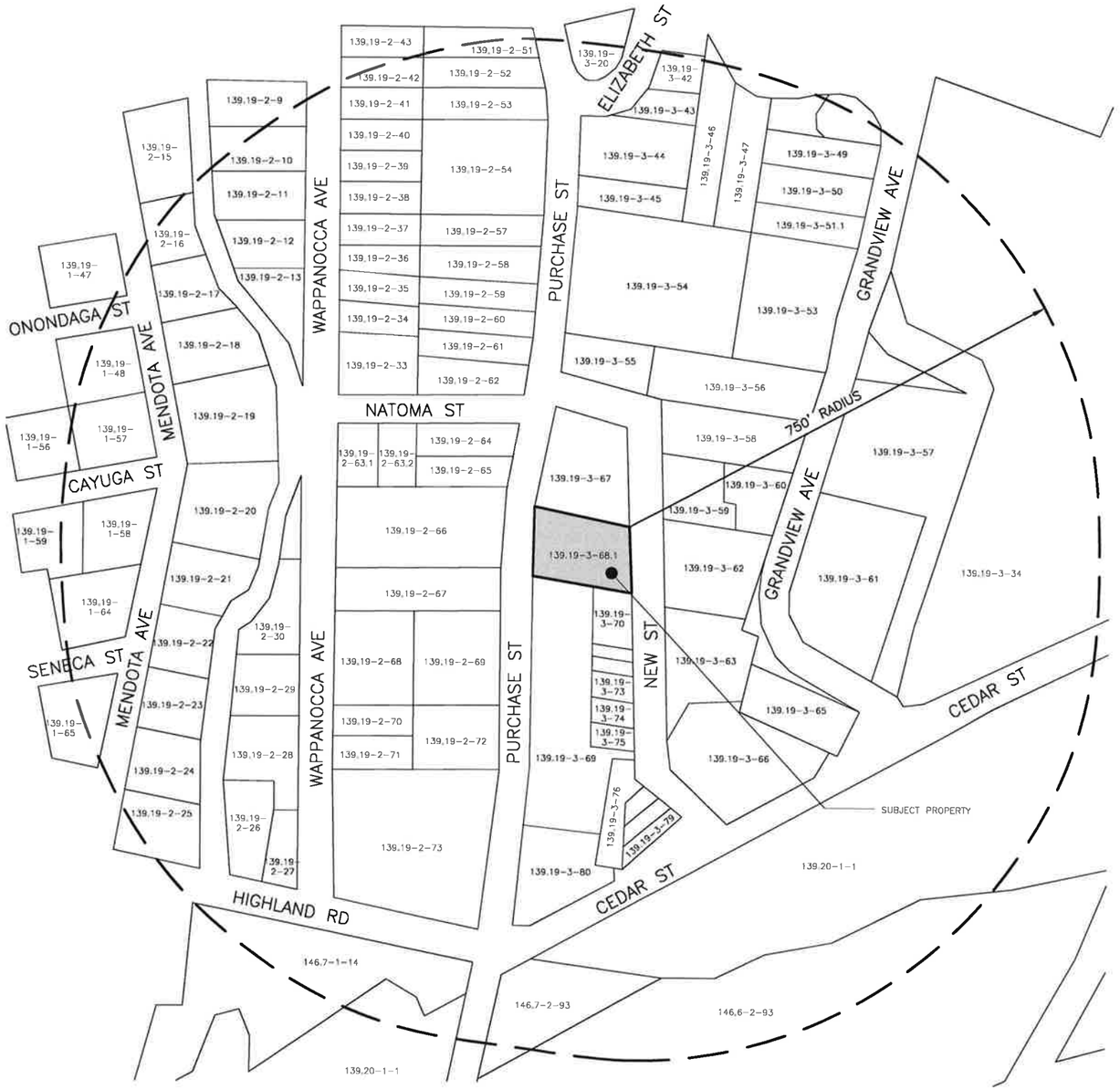
RYE VZCO SC
SMALL CELL ARRAY

182 PURCHASE STREET
RYE, N.Y.

TITLE:

ENLARGED EQUIPMENT PLAN AND EQUIPMENT DETAILS

DATE:	09/14/15
PROJECT NO:	14-10947
DRAWN BY:	PF
CHECKED BY:	GD
SCALE:	AS NOTED
DRAWING NO:	SP-103.00
SHEET NO:	5 OF 6



1 750' RADIUS MAP W/PROPERTY OWNERS

SCALE = 1" = 100'

NOTE:
THE INFORMATION SHOWN HEREIN WAS TAKEN FROM THE WESTCHESTER COUNTY GEOGRAPHIC INFORMATION SYSTEMS MUNICIPAL TAX PARCEL VIEWER ON 5/1/2019.

LATITUDE: N 40° 59' 17.55" (NAD 83)
LONGITUDE: W 73° 41' 1.67" (NAD 83)
37' +/- AMSL (NGVD 29)
DISTRICT: RA-3
SECTION: 139.19
TAX BLOCK: 3
TAX LOTS: 68.1
JURISDICTION: CITY OF RYE

0' 50' 100' 200'
1"=100'
NORTH

SITE DATA

	REQUIRED	EXISTING	NEW
1) AREA OF PARCEL		14,944 ± SQ.FT OR 0.35 ± ACRES	EXISTING – NO CHANGE
2) AREA OF BUILDING(S)		5,556 ± SQ.FT.	EXISTING – NO CHANGE
3) PERCENT OF LOT OCCUPANCY		37%	EXISTING – NO CHANGE
4) SIDE YARD SETBACK(S)	8'-0" FOR ONE 20' FOR BOTH	0'-0"*	NO CHANGE (ANTENNA SETBACK ±0'-0")**
REAR YARD SETBACK	30'-0"	13'-0"	NO CHANGE (ANTENNA SETBACK ±13'-0")**
FRONT YARD SETBACK	25'-0"	68'-0"	NO CHANGE
		8'-0"*	NO CHANGE (ALPHA/GAMMA ANT. SETBACK ±17'-0")** (BETA ANT. SETBACK ±23'-0")**
5) HEIGHT OF WIRELESS TELECOMMUNICATIONS FACILITY	70'	N/A	55'-6"***

*EXISTING NON-CONFORMING.
**TO THE EXTENT SECTION 196-12(C) IS APPLICABLE, A VARIANCE MAY BE REQUIRED.
***THE FACILITY IS IN COMPLIANCE WITH SECTION 196-8(A) AND SECTION 196-6(T)(3), TO THE EXTENT APPLICABLE.

SEC/BLOCK/LOT	PROPERTY OWNER	ADDRESS
139.19-1-47	KELLER, DONALD	35 ONONDAGA ST
139.19-1-48	MURPHY, PAUL	36 ONONDAGA ST
139.19-1-56	DORFMAN, ROBERT	29 CAYUGA ST
139.19-1-57	BRESOLIN, NEIL F	33 CAYUGA ST
139.19-1-58	SHINGLER, ALEXANDER	49 MENDOTA AVE
139.19-1-59	BRENNAN, MICHAEL	30 CAYUGA ST
139.19-1-64	NORTON, PETER	25 SENECA ST
139.19-1-65	BERNARDI, EVAN	39 MENDOTA AVE
139.19-2-10	LEISENGANG, ALBERT A	81 WAPPANOCCA AVE
139.19-2-11	ALIMENA, PAUL	79 WAPPANOCCA AVE
139.19-2-12	PINELLI, MICHAEL	77 WAPPANOCCA AVE
139.19-2-13	MURPHY, JAMES D	75 WAPPANOCCA AVE
139.19-2-15	DAILY, CRAIG	100 MENDOTA AVE
139.19-2-16	GAY, ROBERT S	96 MENDOTA AVE
139.19-2-17	POZIOS, THOMAS	92 MENDOTA AVE
139.19-2-18	ROBERSON, CHARLES H	86 MENDOTA AVE
139.19-2-19	SOBOL, EDWARD	70 MENDOTA AVE
139.19-2-20	MORRIS, ANGELA	66 MENDOTA AVE
139.19-2-21	SINNOTT, PETER III J	60 MENDOTA AVE
139.19-2-22	COONEY, JULIE	50 MENDOTA AVE
139.19-2-23	JOHNSON, JAMES	40 MENDOTA AVE
139.19-2-24	ALTHOFF, BERNARD	34 MENDOTA AVE
139.19-2-25	COLLINS, ALBERT	40 HIGHLAND RD
139.19-2-26	BROUN, MARJORIE P	38 HIGHLAND RD
139.19-2-27	WESTCHESTER MODULAR HOMES	36 HIGHLAND RD
139.19-2-28	TRIOLO, KENNETH	15 WAPPANOCCA AVE
139.19-2-29	BUCKLEY, SEAN B	19 WAPPANOCCA AVE
139.19-2-30	SINNOTT, PETER J	WAPPANOCCA AVE
139.19-2-33	MORAN, WILLIAM	20 NATOMA ST
139.19-2-34	FROLICH, JOHN H	70 WAPPANOCCA AVE
139.19-2-35	BYRNE, MARYELLEN	72 WAPPANOCCA AVE
139.19-2-36	DRAPER, ROBERT S	76 WAPPANOCCA AVE
139.19-2-37	BIANCHI, RICHARD L	78 WAPPANOCCA AVE
139.19-2-38	WALL, TIMOTHY M	80 WAPPANOCCA AVE
139.19-2-39	SWEENEY, KATHARINE	86 WAPPANOCCA AVE
139.19-2-40	AZER, RICHARD A	94 WAPPANOCCA AVE
139.19-2-41	RODRIGUEZ, MARIO	98 WAPPANOCCA AVE
139.19-2-42	HYNSON, COLIN S	102 WAPPANOCCA AVE
139.19-2-43	CANNON, JAMES A	106 WAPPANOCCA AVE
139.19-2-51	PAUL, EDWARD JR. K	239 PURCHASE ST
139.19-2-52	237 PURCHASE ST ASSOC, LLC	237 PURCHASE ST
139.19-2-53	MAJLESSI, HESHMAT	233 PURCHASE ST
139.19-2-57	BARBER, RICHARD III	215 PURCHASE ST
139.19-2-58	BARBER, RICHARD JR.	211 PURCHASE ST
139.19-2-59	HAMMER, MICHAEL	209 PURCHASE ST
139.19-2-60	CICCHIELLO, SALVATORE J	203 PURCHASE ST
139.19-2-61	ENGLISH, ROBERT	201 PURCHASE ST
139.19-2-62	2 NATOMA REALTY, LLC	2 NATOMA ST
139.19-2-63.1	CORRADI, AMY	19-21 NATOMA ST
139.19-2-64	CIARDULLO, JOHN	15-17 NATOMA ST

SEC/BLOCK/LOT	PROPERTY OWNER	ADDRESS
139.19-2-65	JACOBSON, ARI R	189 PURCHASE ST
139.19-2-67	175 PURCHASE ST ST CORP	175 PURCHASE ST
139.19-2-68	WAPANOCCA MANOR INC	24 WAPPANOCCA AVE
139.19-2-69	SRA HOLDINGS INC	167 PURCHASE ST
139.19-2-70	131-151 PURCHASE ST	WAPPANOCCA AVE
139.19-2-71	131-151 PURCHASE ST	16 WAPPANOCCA AVE
139.19-2-72	131-151 PURCHASE ST	151 PURCHASE ST
139.19-2-73	131-151 PURCHASE ST	147 PURCHASE ST
139.19-2-9	DANIELS, LOUISA	85 WAPPANOCCA AVE
139.19-3-20	GIANGUZZI, MARIE C	236 PURCHASE ST
139.19-3-34	RYE COUNTRY DAY SCHOOL	20 GRANDVIEW AVE
139.19-3-42	COYNE, JAMES C	12 ELIZABETH ST
139.19-3-43	EBRATT, DEBBIE	2-4 ELIZABETH ST
139.19-3-44	220-224 PURCHASE ST LLC	224 PURCHASE ST
139.19-3-45	220-224 PURCHASE ST LLC	220 PURCHASE ST
139.19-3-46	THOMAS, ALESANDRO D	30 ELIZABETH ST
139.19-3-47	GROGLIO, JEANNETTE	34 ELIZABETH ST
139.19-3-48.1	NACHSEN, EMILY	39 GRANDVIEW AVE
139.19-3-48.2	NACHSEN, EMILY	36 ELIZABETH ST
139.19-3-49	MULLAHY, GARRY P	35 GRANDVIEW AVE
139.19-3-50	NOLLETTI, SHELIA	33 GRANDVIEW AVE
139.19-3-51	KHATRI, AVINASH	29 GRANDVIEW AVE
139.19-3-53	RYE COUNTY DAY SCHOOL	11 GRANDVIEW AVE
139.19-3-54	PURCHASE ST TENANTS	216 PURCHASE ST
139.19-3-55	DEL BELLO, HOLLY	204 PURCHASE ST
139.19-3-56	RYE COUNTRY DAY SCHOOL	11 NEW ST
139.19-3-57	RYE COUNTRY DAY SCHOOL	GRANDVIEW AVE
139.19-3-58	RYE COUNTRY DAY SCHOOL	17 NEW ST
139.19-3-59	MASTROGIACOMO, MICHAEL	23-25 NEW ST
139.19-3-60	RYE COUNTRY DAY SCHOOL	25 1/2 NEW ST
139.19-3-61	RYE COUNTRY DAY SCHOOL	GRANDVIEW AVE
139.19-3-62	CRECCO RYE DEVELOPMENT CO	29-39 NEW ST
139.19-3-63	TANNEY, MICHAEL S	43-45 NEW ST
139.19-3-65	FERGUSON, EARL J	49 CEDAR ST
139.19-3-66	STA PROFESSIONAL BLDG	33 CEDAR ST
139.19-3-68.1	**VERIZON NEW YORK INC**	**182 PURCHASE ST**
139.19-3-70	GUGLIELMO, JOSEPH	34 NEW ST
139.19-3-71	BELLO, RAUL	36 NEW ST
139.19-3-72	GUGLIELMO, JOSEPH	38 NEW ST
139.19-3-73	JERACI, ANTONIO	42 NEW ST
139.19-3-74	WOOD, JOHN	40 NEW ST
139.19-3-75	RODRIGUES, JOHN	50 NEW ST
139.19-3-76	SZCZERBA, NICHOLAS JR.	54 NEW ST
139.19-3-77	HERNANDEZ, BRICIO	64 NEW ST
139.19-3-78	CASALE NOLEGGIARE LLC	66 NEW ST
139.19-3-79	GAMEZ, ALFONSO	68 NEW ST
139.19-3-80	CITY OF RYE	PURCHASE & CEDAR ST
139.20-1-1	NY THRUWAY & EXPRESSWAY	NE THRUWAY
146.6-2-93	CONRAIL	MACY RD AT MAM'K LIN
146.7-2-93	CITY OF RYE	IROQUOIS ST

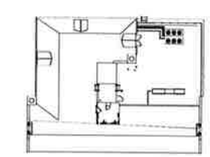
wfc
ARCHITECTS
12-1 TECHNOLOGY DRIVE, SETAUKET, NY 11733
P. 631.689.8450 | F. 631.689.8459 | www.wfcala.com

REGISTERED ARCHITECT NEIL ALEXANDER MACDONALD CONSULTANT STATE OF NEW YORK

NO.	DATE	SUBMISSION
0	02/15/19	ISSUED FOR REVIEW
1	05/10/19	ADDED RADIUS MAP
2	06/21/19	ISSUED FOR FILING

NO.	DATE	REVISION

KEY PLAN:



verizon

RYE VZCO SC
SMALL CELL ARRAY

182 PURCHASE STREET
RYE, N.Y.

TITLE:

750' RADIUS MAP & PROPERTY OWNERS

DATE:	09/14/15
PROJECT NO:	14-10947
DRAWN BY:	PF
CHECKED BY:	GD
SCALE:	AS NOTED
DRAWING NO:	SP-104.00
SHEET NO:	6 OF 6

CITY COUNCIL AGENDA

NO. 11 DEPT.: City Manager's Office DATE: July 21, 2019
CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Consideration to authorize the City Manager to renew an agreement with the Westchester County Department of Correction to provide transportation from Rye to the Westchester County Jail in Valhalla, New York. This agreement would terminate on December 31, 2020.

FOR THE MEETING OF:
August 7, 2019

RECOMMENDATION: That the City Council approve the request as recommemded by the Commissioner of Public Safety.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: See attached agreement and memo from the Commissioner of Public Safety.

Robert J. Falk
Commissioner of Public Safety

City Of Rye, New York
21 McCullough Place
Rye, N. Y. 10580
Phone: (914) 967-1234
FAX: (914) 967-8341

To: Mr. Marcus Serrano, City Manager

From: Robert J. Falk, Public Safety Commissioner

Re: Westchester County Prisoner Transport Contract 2019 - 2020

Date: August 2, 2019

It is my recommendation that we enter into contract with Westchester County for reimbursement on prisoner transports for the 2019 – 2020 year.

Respectfully submitted,

Robert J. Falk
Public Safety Commissioner

c: Lt. Scott Craig

Westchester gov.com

George Latimer
County Executive

Department of Correction

Joseph K. Spano
Commissioner

July 8, 2019

The City of Rye
1051 Boston Post Road
Rye, NY 10580

Dear Mr. Marcus Serrano:

Please find enclosed an original agreement with the Westchester County Department of Correction and the City of Rye, to provide transportation from your municipality to the Westchester County Jail in Valhalla, New York. This agreement commences January 1, 2019 and shall terminate on December 31, 2020.

Please fully complete and send back the agreement to:

Westchester County Department of Correction
P.O. Box 389
Valhalla, New York 10595
Attn: S. Gheevarghese/Headquarters

Please include a copy of an insurance certificate naming Westchester County as additional insured covering this contract. If you are self-insured, please provide a Self-Insured Employers Workers Compensation Form (SI12) which certifies that compensation has been secured.

If you have any questions, please do not hesitate to contact me at (914) 231-1336.

Very truly yours,

Susan Gheevarghese
Assistant Director, Administrative Services

SG/vmb
enclosure

P. O. Box 389
Valhalla, New York 10595-0389 Telephone: (914)231-1055 Fax: (914) 231-1262 E-mail: jks4@westchestergov.com

PRISONER TRANSPORTATION--ZONE RATE

THIS AGREEMENT, made this _____ day of _____, 2019

by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

and

THE CITY OF RYE,
a municipality of the State of New York having its office and place of business at 1051 Boston Post Rd, Rye, NY 10580
hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the County and the Municipality agree as follows:

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local

court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. All municipalities, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the rate plus mileage per round trip indicated in the Zone Rate Plan attached hereto as Appendix "A" and made a part hereof. The rate will be paid as follows:

> For transportation to County Jail subsequent to arrest - 1 round trip plus mileage;
>
> For Transportation from County Jail to local court; no return - 1 round trip plus mileage;
>
> For Transportation from County Jail to local court; remand to County Jail, where the time expended does not exceed three (3) hours - 2 round trips plus mileage;

Only in the following circumstances will an hourly rate and mileage fee be paid, as an alternative to the zone rate set forth above:

a. Transportation of female prisoners (1 officer and 1 matron). A minimum of four (4) hours will be reimbursed for a matron; or

b. Transportation of seven (7) or more prisoners (requiring an additional officer); or

c. Transportation of prisoners charged with Class A felonies OR classified by Department of Correction as an "A" or "AA" prisoner considered to present danger may warrant (requiring an additional officer); or

d. Transportation from County Jail to local court and remand to County Jail where time expended exceeds three (3) hours.

In the event that any one of conditions "a" through "d" above are met, then the actual per hour personnel costs incurred by the Municipality will be paid at the hourly wage

and fringe benefit cost as determined in the applicable collective bargaining agreement between the Municipality and the Municipal Police Association for police officers and/or matrons plus a mileage.

Reimbursement for mileage shall be at the rate of fifty-eight cents ($.58) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage indicated in Appendix "A".

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2019 and shall terminate on December 31, 2020. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement and the agreements with the other municipalities for zone rate prisoner transportation pursuant to the Act No of the Westchester County Board of Legislators approved on June 3, 2019, shall not

exceed $1,374,161. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

8. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

9. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2019.

THE COUNTY OF WESTCHESTER

By:_____
Joseph K. Spano
Commissioner of Correction

By:_____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No. 2019 - 101 on the 3rd day of June, 2019.

Approved by the _____ of the _____
on the _____ day of _____, 2019.

Approved as to form and
manner of execution:

_____
Assistant County Attorney
The County of Westchester
K/I/dcr/Zone Rate Agmt. 19

Approved as to form and
manner of execution:

_____

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 2019, before me personally came

_____, to me known, and known to me to be the

_____ of _____,

the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said _____ resides at

_____

and that he is _____ of said municipal corporation.

_____
Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the
(Title)

_____
(Name of Municipality)

(the" Municipality") a corporation duly organized in good standing under the

_____
(Law under which organized, e.g., the New York Village
Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

_____
(Signature)

STATE OF NEW YORK)
ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 2019, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

_____
Notary Public County

APPENDIX A

ZONE PLAN REIMBURSEMENT RATES WITH DISTANCE TRAVELED TO AND FROM

WESTCHESTER COUNTY DEPARTMENT OF CORRECTION

(Effective Term: January 1, 2019 through December 31, 2020)

POLICE AGENCY **ROUND TRIP DISTANCE**

ZONE #1 (1 - 10 Miles)	ROUND TRIP REIMBURSEMENT
1/1/19 - 12/31/19	$214.03
1/1/20 - 12/31/20	$219.38
Elmsford, Village	6 miles
Pleasantville, Village	8 miles
Sleepy Hollow, Village	8 miles
Tarrytown, Village	10 miles

ZONE #2 (11 - 20 Miles)	ROUND TRIP REIMBURSEMENT
1/1/19 - 12/31/19	$224.75
1/1/20 - 12/31/20	$230.37
Ardsley, Village	18 miles
Briarcliff Manor, Village	14 miles
Dobbs Ferry, Village	17 miles
Hastings-on-Hudson, Village	20 miles
Irvington, Village	12 miles
New Castle, Town	16 miles
North Castle	16 miles
Ossining, Village	20 miles
Scarsdale, Village	19 miles

ZONE #3 (21 - 30 Miles)	ROUND TRIP REIMBURSEMENT
1/1/19 - 12/31/19	$235.42
1/1/20 - 12/31/20	$241.31
Port Chester, Village	28 miles
Mamaroneck, Village	30 miles
Pelham Village	30 miles
Rye Brook, Village	23 miles
Tuckahoe, Village	25 miles
Rye, City	25 miles
Eastchester, Town	25 miles

ZONE #4 (31 - 40 Miles)	ROUND TRIP REIMBURSEMENT
1/1/19 - 12/31/19	$246.16
1/1/20 - 12/31/20	$252.32
Pelham Manor	35 miles

The above Zone Rates will be reimbursed plus mileage to be reimbursed at $.58 (or the then current IRS mileage rate) times distance.

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: http://www.wcb.ny.gov.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

b) Commercial General Liability Insurance with a combined single limit of $1,000,000 (c.s.1) per occurrence and a $2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

   i. Premises - Operations.
   ii. Broad Form Contractual.
   iii. Independent Contractor and Sub-Contractor.
   iv. Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: $2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

d) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $100,000 per occurrence for property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

   (i) Owned automobiles.
   (ii) Hired automobiles.
   (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

CITY COUNCIL AGENDA

NO. 12 DEPT.: City Manager DATE: July 30, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Authorize the City Manager to retain the services of Minol-USA to establish mock billing for Suez.

FOR THE MEETING OF:
August 7, 2019

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council authorize the City Manager to engage the services of Minol.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:
The City Council agreed to work with twelve other Municipalities to retain an attorney for the purpose of passing State legislation that would allow for the release of water usage data, petitioning the PSC (Public Service Commission) to release water usage in order for Municipalities to use this data to bill for sewer services. The PSC did authorize the release of the data with certain requirements. One requirement was that an agreement must be in place between the Municipalities and SUEZ for the release of the data. The process to reach an agreement started taking place. During this process the City worked with the Village of Port Chester to find a company to use the data to create and collect the fee on behalf of the Municipalities. An agreement has been reached to release the data. The Village of Port Chester has retained the services of Minol-USA to collect the data, collect the fee, bill, collect, and transfer the funds, as well as handle customer support. The Village of Port Chester will be moving forward with Minol-USA. During this process, the City has been discussing the possibility of creating a sewer fee. The finance committee has recommended that the City obtain the data and possible fee for all users. In order to do so and meet all of the requirements of the State and the PSC, the City will need to retain the services of Minol-USA to create mock bills that can be viewed.

June 14, 2019

Marcus Serrano
City Manager
City of Rye
1051 Boston Post Road
Rye, NY 10580

Dear Marcus:

We welcome the opportunity to work with you on a data management program for the City of Rye.

Our costs for the program are as follows:

1. The initial database setup cost: $1.00 per unit

   (Estimated cost is $4,100. If the city decides to move forward this $1.00 fee would be deducted from the contracted setup price for the Port Chester agreement of $3.00/ unit)

2. Mock Billing $1.00 per unit

   (The Port Chester billing contract price is $2.75 which includes all service and postage.)

The scope of work is as follows:

1. Generate "mock billing" each month for the sewer charges for each customer
2. Provide a billing report that would track the individual monthly charges

We appreciate your consideration and welcome the opportunity to work with you on this project. If you have additional questions, I may be contacted at 206-631-9656.

Yours truly,
Minol-USA

Kevin Marcinek
Vice President of Sales- Municipal Markets

CITY COUNCIL AGENDA

NO. 13 DEPT.: City Manager DATE: August 3, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Bid award to All City Management Services for crossing guard services as recommended by the Commissioner of Public Safety.

FOR THE MEETING OF:
August 7, 2019

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council award the bid as recommended by the Commissioner of Public Safety.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND:
See attached.

Robert J. Falk
Commissioner of Public Safety

City Of Rye, New York
21 McCullough Place
Rye, N. Y. 10580
Phone: (914) 967-1234
FAX: (914) 967-8341

To: Mr. Marcus Serrano, City Manager

From: Robert J. Falk, Public Safety Commissioner

Re: ACMS Crossing Guard Bid

Date: August 1, 2019

It is my recommendation that we accept the bid that ACMS has submitted to cover the crossing guard program. ACMS has been utilized by this department for several years. We have found them to be consistent in their above average performance while meeting their responsibilities.

Respectfully submitted,

Robert J. Falk
Public Safety Commissioner

c: Lt. Scott Craig

CITY OF RYE
Engineering Department

Interoffice Memorandum

To: Robert J. Falk, Public Safety Commissioner
Kristen Wilson, Corporation Counsel

From: Ryan Coyne, PE, City Engineer

Cc: Noga Ruttenberg, Assistant to the City Manager

Date: July 25, 2019

Subject: **Contract 2019-02 – Crossing Guard Services**

A public bid opening was held on July 10, 2019 for the above-referenced contract. One bid was received from All City Management Services, Inc. in the amount of $205,686.00. As you are aware, All City Management Services is the firm that currently provides crossing guard services to the City.

Please note that All City Management Services has proposed modifications to the insurance and indemnity clause included in Section III.E. of the contract agreement and has suggested its own preferred language. Additionally, the bid page was modified to reflect their understanding of the number of hours per year that are currently covered.

Their total price bid is $205,686 based upon their submission of the 7,020 required hours. The hourly rate is bid at $29.30 and the contract clearly states that the hours per location and the number of locations can be modified, as needed, by the City.

I've attached the bid for your review and recommendation to the City Manager in advance of the August 7 meeting of the City Council. Please let me know if you have any questions or comments on the above.

ALL CITY MANAGEMENT SERVICES

"The Crossing Guard Company"

City of Rye
Invitation to Bid
Contract No. 2019-02
Crossing Guard Services

July 10, 2019

Presented by

10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670
OFFICE PHONE: 800.540.9290 FAX: 310.202.8325
EMERGENCY DISPATCH: 877.363.2267
www.thecrossingguardcompany.com

ALL CITY MANAGEMENT SERVICES

June 27, 2019

City of Rye City Clerk; Carolyn E. D'Andrea
Crossing Guard Services Contract No. 2019-02
1051 Boston Post Road, Rye, NY 10580

Dear Ms. D'Andrea:

On behalf of All City Management Services, Inc. **(ACMS)**, I would like to express our sincere appreciation for the potential opportunity to continue to serve the community of Rye. We are proud to have managed the School Crossing Guard program for the City of Rye for the last 6 years.

We have received the Invitation to Bid with services to begin on or around September 4, 2019. I have reviewed the Bid specifications. ACMS agrees to the terms and conditions set forth with the exception of Section III: Contract Agreement; Item E – Insurance and Indemnity. We do not agree with language provided and have included our preferred verbiage listed under Exception.

Additionally, we request pricing to be reviewed and agreed to by both parties at each annual extension exercised.

Our goal is simple, to continue to provide the City of Rye with a model Crossing Guard program that relieves the Police Department of the day to day responsibilities of managing a Crossing Guard Program. As a full services contractor, we have assumed complete responsibility for the day to day operations of the Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program.

We understand the unique and demanding schedule requirements of the program. We will maintain local supervision and second level management to ensure the needs of the Rye PD are met. We provide alternate guards, a paging system and a 24 hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We will continue to communicate with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our **"Employee Handbook for School Crossing Guards"** which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

10440 Pioneer Blvd Suite 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325

We are certainly excited about the possibility of continuing to provide Crossing Guard services for the City of Rye. If you have any questions, please feel free to contact me at 800 540-9290

Sincerely,

Harlan Sims
Director of Marketing
harlan@thecrossingguardcompany.com

Qualifications and Experience

All City Management Services, Inc. (ACMS) Serving over 250 cities, counties and school districts, we have successfully privatized and exclusively provided Crossing Guard services for over 33 years. ACMS currently employs over 6,000 Crossing Guards who are supported and managed by locally assigned Area Supervisors and second level management. We have experience managing small programs, mid-size programs and large programs in excess of 200 crossing guards.

While the size of our Company reflects our broad-based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges.

Our ability to operate and manage the City of Rye Crossing Guard program is supported by our success as your current service provider in Rye and similar programs throughout the nation. Examples of the many clients we serve include; Clay, NY; Depew, NY; Freeport, NY; Gloversville, NY; Ridgewood, NJ; Portland, ME; Danbury, CT; Wallingford, CT; Frederick, MD; York, PA; Elizabethtown, PA; Swatara, PA; Phoenixville, PA; Easton, PA; Pottstown, PA; Lansing, MI; Grand Rapids, MI; Sun Prairie, WI; Appleton, WI; Olathe, KS; Overland Park, KS; Carrollton, TX; Odessa, TX; Las Vegas, NV; Santa Ana, CA and numerous others.

We are very pleased to announce; ACMS performance standards and training procedures have been integrated into the model for California Safe Routes to School Crossing Guard Guidelines.

Another defining component that distinguishes ACMS as the industry leader is our focus on providing School Crossing Guard services. This singular area of service enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

It should be noted that ACMS has never lost a client agency due to the level of service provided.

Crossing Guard Services
References

Town of Clay, NY (since 2012)
4401 State Route 31
Clay, NY 10341
Phone: 315 652 3800 / Email: supervisor@townofclay.org
Contact: Damian Ulatowski; Administrator

Village of Depew, NY (since 2012)
85 Manitou Street
Depew, NY 14043
Phone: 716 683 1123 / Email: Stanley.carwile@erie.gov
Contact: Stanley Carwile; Chief of Police

City of Gloversville, NY (since 2017)
3 Frontage Road
Gloversville, NY 12078
Phone: 518 773 4516 / Email: mscott@gpd.fulton.ny.us
Contact: Mike Scott; Captain

Village of Freeport, NY (since 2018)
46 N. Ocean Avenue, 2nd Floor, Room 217
Freeport, NY 11520
Phone: 516 377 2292 / Email: ckirwan@freeportny.gov
Contact: Conor Kirwan; Human Resources Director

City of Ridgewood, NJ (since 2016)
131 North Maple Avenue
Ridgewood, NJ 07450
Phone: 201 251 4540 / Email: jchuck@ridgewoodnj.net
Contact: John Chuck; Sergeant

Danbury, CT (since 2017)
375 Main Street
Danbury, CT 06810
Phone: 203 797 4689 / Email: dmulvey@danbury-ct.gov
Contact: Daniel Mulvey; Captain

City of Wallingford, CT (since 2016)
135 N Main Street
Wallingford, CT 06492
Phone: 203 294 2836 / Email: N/A
Contact: Sam Soukup; Lieutenant

References
(Continued)

Portland Public Schools, ME (since 2017)
353 Cumberland Avenue
Portland, ME 04101
Phone: 207 874 8240 / Email: barlof@portland.schools.org
Contact: Fred Barlow; Director of Transportation

City of Easton, PA (since 2016)
25 South 3rd Street
Easton, PA 18042
Phone: 610 250 6664 / Email: scrisafulli@easton-pa.gov
Contact: Sal Crisafulli; Lieutenant

Borough of Pottstown, PA (since 2016)
100 High Street
Pottstown, PA 19464
Phone: 610 970 6591 / Email: pd34@pottstown.org
Contact: Charles McClincy; Corporal

Borough of Elizabethtown, PA
600 S. Hanover Street
Elizabethtown, PA 17022
Phone: 717 367 6540 Ext. 251 / Email: cunninge@etownpolice.og
Contact: Edward Cunningham; Chief of Police

County Frederick, MD (since 2017)
110 Airport Drive East
Frederick, MD 21701
Phone: 301 600 2529 / Email: pbeliveau@frederickmdpolice.org
Contact: Paul Beliveau; Lieutenant

City of Frederick, MD (since 2017)
101 N. Court Street
Frederick, MD 21701
Phone: 310 600 2097 / Email: mlee1@frederickmdpolice.org
Contact: Michael Lee; Lieutenant

*All references are current crossing guard clients. We do not subcontract any part of the work to another vendor. With over 250 client cities, school districts and police agencies, we would be happy to provide additional references if needed.

ACMS has never defaulted on any contract.

Exception

Section III: Contract Agreement

Suggested Change/Exception:

Item E – Insurance and Indemnity, (2nd Paragraph)

"Contractor shall, during the performance of this work, take all necessary precautions and place proper guards for the prevention of accidents and shall indemnify and save harmless the City and its employees, officers and agents, from all claims, suits and actions and all damages and costs to which they may be put (each a "Loss") by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials, implements or appliances used in its performance or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents. Notwithstanding the foregoing, however, in the event that a court of jury determines that liability with respect to any Loss was caused or contributed to by the negligent act, error omission or the willful misconduct of City, or any of its employees, officers or agents, liability will be apportioned between Contractor and City with regard to such Loss based upon the parties' respective degrees of culpability, as determined by the court or jury, and Contractor's duty to indemnify City will be limited accordingly."

TOKIO MARINE
HCC

Surety Group
801 S Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

Bond Number: BB2008514

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, All-City Management Services, Inc. (hereinafter called Principal), as Principal, and U.S. Specialty Insurance Company, a corporation organized and existing under the laws of Texas/New York, (hereinafter called Surety) as Surety, are held and firmly bound unto The City of Rye (hereinafter called Obligee) as Obligee, in the penal sum of Five percent (5 %) of amount bid not to exceed Thirteen Thousand and 00/100 Dollars ($ 13,000.00) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Contract No. 2019-02 - Crossing Guard Services - This bond is renewable annually by mutual consent of the Surety through an issuance of a new bond or continuation certificate.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure up to and not exceeding the penal sum of the bond.

Signed and sealed this 8th day of July, 2019.

ALL CITY MANAGEMENT SERVICES INC. INCORPORATED May 3, 1985 SEAL CALIFORNIA

Principal: All-City Management Services, Inc.

By

Surety: U.S. Specialty Insurance Company

By: Kevin Vong

Kevin Vong — Attorney-In-Fact

Any claims under this bond may be addressed to the Surety at the following address:

U.S. Specialty Insurance Company
801 South Figueroa Street, Suite 700
Los Angeles, CA 90017

Attention: Kevin Vong

Tel: (310) 649-0990

E-mail: Kvong@tmhcc.com

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On JUL 08 2019 before me, Sabina Morgenstein, Notary Public
(insert name and title of the officer)

personally appeared Kevin Vong,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SABINA MORGENSTEIN
Commission # 2129258
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2019

Signature _____ **(Seal)**

TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

KEVIN VONG

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2008514, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 ($3,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles

U.S. SPECIALTY INSURANCE COMPANY

By: _____
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of July, 2019.

Bond No. BB2008514

Agency No. 19573

_____
Kio Lo, Assistant Secretary

HCCSZZ POAUSSIC06/2018

visit tmhcc.com/surety for more information

CROSSING GUARD PROGRAM

CONTRACT 2019-02

Prepared by:
The City of Rye Police Department
21 McCullough Place
Rye, NY 10580

Public Safety Commissioner: Robert J. Falk
Telephone: (914) 967-1234

June 25, 2019

NOTICE

The following pages of this Proposal must be completed in their entirety. Failure to do so may result in an irregular bid:

- **Pages 10 through 12 (Bidder's Proposal, including Bid Sheets and signature)**
- **Pages 13 through 16 (Non-Collusive Affidavit and Vendor Conflict of Interest Questionnaire)**

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CITY OF RYE
INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed bids for the **Contract No. 2019-02, Crossing Guard Services,** will be received by the City of Rye on **Wednesday, July 10, 2019 until 11:00 AM** at the office of the City Clerk and at which time and place will be opened and read aloud by the Clerk for the work:

CROSSING GUARD SERVICES CONTRACT NO. 2019-02

Bid Security equal to 5% of the total of each bid will be required in the form of Certified Check, Bid Bond or Bank Draft.

Plans and specifications and other Contract Documents are available at www.bidnetdirect.com/new-york and may be obtained therefrom beginning on **Tuesday, June 25, 2019 at 12:00 P.M.** Bid security must be made payable to the City of Rye, in the amount specified above.

Bid must be in a sealed envelope addressed to Carolyn E. D'Andrea, City Clerk, City of Rye, City Hall, Rye, New York 10580 and have the words "CONTRACT No. 2019-02 Crossing Guard Services" marked on the outside of the envelope.

No bidder may withdraw his bid within 45 days after the date bids are opened. No bid will be received or considered after the time stated herein above.

Additional Information and Technical Questions can be directed to Public Safety Commissioner Robert J. Falk. (914) 967-1234 x2013.

The City of Rye reserves the right to reject any and all bids and to waive any informality in the bids received.

The City's acceptance of a bid is not binding until the written contract is signed by all parties. The oral award of the bid to the lowest responsible bidder is not an enforceable agreement.

Carolyn E. D'Andrea
City Clerk

SECTION I: INFORMATION FOR BIDDERS

A. CONTENTS

Attention of bidders is called to the contents of the Invitation to Bidders and Scope of Work, a copy of which is annexed hereto and made a part hereof. All the work in this contract is described in detail in the Specifications, Information for Bidders, Bidder's Proposal and Contract Documents, all of which are attached hereto and made a part hereof.

B. DATE AND TIME OF FILING BIDS

Sealed bids will be received at the office of the City Clerk, City Hall, 1051 Boston Post Road, Rye, New York, for the work herein mentioned, at which place and after the time specified they will be publicly opened and read aloud. No bid shall be received or considered after the time stated herein.

C. BID FORM

All bids must be on the blank forms for proposal attached hereto, state the proposal price for each item of work both in words and in figures and by signed by the bidder with his business address and place of residence. In case of any discrepancy, the written prices shall be considered the prices bid.

Bidders shall not remove or submit the proposal pages separately from the volume of contract documents, but shall submit their bid bound in with the complete volume of documents, including all pages, correctly assembled.

All bids must be submitted in a sealed envelope endorsed with the name of the work and the contract number, and the name of the person making the same.

D. INFORMAL BIDS

The City Council of the City of Rye may reject as informal bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or the City Council may waive any such informality they may deem immaterial or non-prejudicial to the City and other bidders.

The City Council reserves the right to select the bid or proposal the acceptance of which will, in their judgment, best secure the sufficient performance of the work or to reject any or all bids.

E. ACCEPTANCE OF BIDS

No bid will be allowed to be withdrawn for any reason whatever after it has been deposited with the City Clerk. No bid will be accepted from, or contract awarded to, any person who is in arrears to the City of Rye, upon debt or contract, nor who is in default, as surety or otherwise, upon any obligation to the City of Rye.

F. ATTENTION DIRECTED

The attention of bidders is directed to those provisions of the Contract Agreement relative to compliance with laws, labor conditions, wage rates, insurance required.

G. BIDDERS TO INVESTIGATE

Bidders are required to submit their bids upon the following express condition, which shall apply to and become part of every bid received:

Bidders must satisfy themselves by personal examination the location of the proposed work and actual conditions and requirements of the work.

H. QUESTIONS REGARDING CONTRACT DOCUMENTS

In general, no answer will be given in reply to an oral question if the question involves an interpretation of the intent or meaning of the contract documents. All information given to bidders other than by means of the contract documents or by Addenda as described below is given informally and shall not be used as a basis of a claim against the City of Rye or the City Police Commissioner.

To receive consideration, such questions shall be submitted in writing to the City Police Commissioner at least five (5) calendar days before the date established for the receipt of bids.

The City Police Commissioner will arrange as Addenda, which shall become a part of the contract, all questions received as above provided with his decision regarding each. At least three (3) calendar days prior to the receipt of bids, he will send a copy of these Addenda to each of those who have taken out the contract documents.

I. ABILITY AND EXPERIENCE OF BIDDER

At a minimum, a Bidder should have been in business as a provider of crossing guard services for at least five (5) years. The Bid shall include references from at least three (3) past or current clients for similar types of services. Include a title and brief description of each project with the following information:

- Client (contact person, address, telephone number, email address);
- Date of contract start and contract end (if applicable); and
- Nature of work for each contract.

It is the purpose of the City of Rye not to award this contract to any bidder who does not furnish evidence satisfactory to the City that he has ability and experience in this class of work, that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it in the time named.

The City may make such investigations as it deems necessary to determine the ability of the bidders to perform the work. Information regarding experience, financial resources, and facilities shall be submitted in the Bidder's Proposal. The City Council reserves the right to reject any proposal if the evidence submitted by or the investigations of such bidder fails to satisfy it that such bidder is properly qualified to carry out the work contemplated under this contract.

J. INSURANCE REQUIRED

The attention of bidders is called to the fact that the Contractor shall be required to take out and continue in effect during the life of the contract, insurance with the provisions set forth elsewhere in this contract and in the amount specified herein. If binders or certificates are accepted temporarily, bidders should note ***that policies must be furnished and approved before any payment will be made under a contract.***

K. SCOPE OF WORK

The City of Rye Police Department is seeking a Contractor to perform school crossing guard services within the City of Rye. Crossing guard services shall be provided on each day school is in session (please refer to the Rye City School District for the school calendar: www.ryeschools.org). The scope of work includes the following intersections:

1. Midland Avenue @ Midland School Front Entrance
2. Midland Avenue @ Midland School North Playground
3. Midland Avenue/Grace Church Street
4. Boston Post Road/Cross Street (Police Booth)
5. Boston Post Road/Central Avenue
6. Milton Road/Hewlett Avenue
7. Boston Post Road/Osborn Road
8. Osborn Road/Theall Road
9. Parsons Street/East Crossing
10. Parsons Street/West Crossing
11. Milton Road @ Resurrection School
12. Milton Road/Apawamis Avenue

In general, Crossing Guard Services shall be provided at each location between the hours of 7:30am-8:30am; 11:30am-12:30pm; and 2:30pm-4:00pm for a total of 3.5 hours per day. Certain locations may slightly vary in time.

The City of Rye Police Department reserves the right to add, modify, or remove locations or times as necessary. The Contractor shall coordinate this work with the City of Rye Police Department and the Rye City School District. Payment will be made based on the hourly rate for a maximum of 3.5 hours per day per location, billed in 30-minute increments.

The following tasks are also included in this Scope of Work:

- Contractor will provide all administrative duties associated with the Crossing Guard Program for The City of Rye Police Department.

- Contractor will provide all facilities, vehicles and other associated equipment related to conducting the Crossing Guard Program. Required equipment will, at minimum, include safety-reflectorized vests, stop signs, whistles, rain gear, and photo-identification badges.

- Contractor shall provide all employees with equipment that complies with all applicable laws and established safety standards.

- The Contractor shall arrange for and provide all substitute employees, ensuring that all designated locations are staffed during the required time periods. The Contractor shall contact The City of Rye Police Department immediately if a position cannot be filled by the Contractor.

- The Contractor shall be responsible for coordinating with the affected schools and school district to ensure coverage is provided at designated locations when school schedules are modified and/or changed for any reason that requires children to arrive or depart at a time that is different than the norm.

- Contractor will provide all of the required training for employees selected to be crossing guards.

Only documented, authorized Contractor's employees are eligible to work or permitted in The City of Rye (Verification of the INS-9 forms must be provided to The City of Rye Police Department upon request).

COMPLAINTS

The Contractor shall investigate all public complaints concerning crossing guard services.

In the event of a complaint, the Contractor shall contact The City of Rye Police Department, within two (2) hours, to advise the nature of the complaint and the course of actions/remedy/resolution of said complaint. Contractor shall furnish a written report of the incident to The City of Rye Police Department within twenty-four (24) hours of the complaint.

Contractor shall maintain detailed records and reports of the total number of hours of service provided. These records shall list the number of hours worked at each location. These records will be made available for inspection and audit by The City of Rye at any time.

1. Duties of Crossing Guards

Crossing guards shall:

- Perform all work to the highest professional standard and in a manner deemed reasonably satisfactory by the Police Department;

- Halt vehicles when necessary by mechanical (when present) and hand signal to permit children to cross road safely;
- Maintain order among children assembled at street crossing points and permit them to cross only when they can do so safely;
- Report to the District the license plate number of motor vehicles that violate traffic laws or crossing guard instructions;
- Make children aware of the elements of traffic safety and operation of pedestrian controls;
- Identify children to school officials who do not follow safety regulations; and
- Wear a reflective traffic safety vest at all times when on duty.

L. SPECIAL CONDITIONS

1. Crossing Guards

Contractor shall recruit, select and employ crossing guards and alternate crossing guards as required to provide coverage at each crossing guard post on each day when guards are required. The Contractor will monitor, supervise, and assure the safety of all school children, parents, and traffic control that utilize monitored intersections and crosswalks while moving to and from school zones.

New locations may be added at the request of The City of Rye Police Department and the Contractor will increase the service hours accordingly. In addition, The City of Rye Police Department may remove crossing guard locations and/or reduce crossing guard hours at a location with a 24-hour written notice.

The Contractor will be required to provide for the supervision of all employees associated with conducting the Crossing Guard Program, including the recruitment, hiring, training, discipline, and terminations of employees.

The Contractor shall certify that all employees selected to perform the duties of a crossing guard for The City of Rye Police Department have never been convicted of any felony, a crime of moral turpitude, or any crime against children.

In addition, the recruitment process shall incorporate a Pre-Employment Screening Program that includes:

- An Employment reference check;
- A criminal background check and a fingerprint check that meets the minimum New York State standards;
- A drug and alcohol screening test; and
- Social Security verification.

Any employee whose conduct is not satisfactory, as determined by The City of Rye Police Department, shall be removed from providing crossing guard services for The City of Rye.

Replacement personnel shall be assigned immediately by the Contractor after the removal of any personnel.

2. Minimum Standards for Crossing Guards

Crossing guards provided by the Contractor to provide services shall:

- Be at least eighteen years of age;
- Be physically and mentally capable of performing the duties of a crossing guard;
- Have the ability to establish and maintain effective working relationships with children, parents, school officials and law enforcement officials;
- Have the ability to remain calm and use good judgment and initiative in an emergency situation; and
- Be of good moral character and have never been convicted of any felony, a crime against children, or crime of sexual assault.

3. Examination of Work Area

Prior to submitting a proposal, Contractors are responsible for familiarizing themselves with the applicable schools and Crossing Guard locations. Submission of a proposal shall be deemed conclusive evidence that such a tour has been made by each Contractor and shall constitute a waiver by each of all claims of error in the proposal, withdrawal of the proposal, or combination thereof, under the executed agreement, or any revision thereof. As part of its specification, The City of Rye Police Department will provide upon request all available information, which it deems may be of assistance to prospective Contractors.

It should be noted that street intersections and other locations that are to receive school crossing guard services will be determined at the sole discretion of The City of Rye Police Department.

4. Field Supervision/Point of Contact

Contractor shall employ a field supervisor to make on-site visitations at crossing guard sites. Contractor shall provide the name and contact information for the Field Supervisor to The City of Rye Police Department. The supervisor shall conduct on-site visitations to crossing guards' sites daily and act as the sole point of contact with the City for daily issues.

5. Training Program

The Contractor shall provide each crossing guard with all appropriate training for the position of crossing guard before assigning a guard to any post. The Contractor further agrees that the training must cover handling traffic, crossing children safely, appearance, and emergency conditions including injuries and motor vehicle accidents, legal powers, duties, knowledge of the legal authority and limitations of the position, the requirements and courtesies in dealing with children, the motorist and the general public. Such training shall also include instructions of good behavior, proper wearing of the uniform and an orientation in the job requirements agreed upon by the Contractor and the City of Rye Police Department.

The Contractor agrees to provide all crossing guards with on-the-job training to be conducted at the assigned locations, with instruction adequate to provide the assigned crossing guard an understanding of the duties and characteristics that may be unique to the location. Additional on-the-job training is to be provided whenever a change of any type affects the job duties at a particular crossing.

The Contractor shall make the crossing guards fully aware of the traffic regulations of the City of Rye and determine a proper procedure for reporting violations.

The Contractor shall establish operating regulations and general orders governing the conduct and procedures of crossing guards and shall inform the crossing guards as to said regulations and orders.

All crossing guards must wear a Contractor provided identification card while on duty.

The Contractor shall provide a refresher-training course for all crossing guards no sooner than thirty (30) days before the beginning of each school year.

6. Materials to be Supplied

The Contractor shall provide each crossing guard with the following equipment:

- Complete uniform with Contractor's identifiable patch or badge
- Regulation-size hand-held stop sign
- Traffic safety vest
- High visibility rain coat

7. Reports and Meetings

Contractor shall provide the following reports to the City of Rye Police Department in the frequencies specified:

- Master Crossing Guard List: This report shall include all crossing guards and the assigned posts, back up guards and supervisors assigned to the contract. This report is to be provided at commencement of the school year and updated periodically as changes occur.

- Complaint Report: The Contractor shall have an established procedure for handling, responding to, and documenting actions regarding all complaints received. A report of all complaints shall be provided to the City of Rye Police Department. This report shall include the following minimum information:

    - Date of complaint, post location, guard identification, type of complaint, action taken, total number of complaints for the reporting period.

- Traffic and safety violations: The Contractor shall develop a procedure for reporting traffic and safety violations to the Police Department.

- The Police Department may request a meeting with the Contractor to discuss performance or address specific issues that may arise. Additionally, the Contractor may be requested to attend various meetings involving the school principals, parents, and similar entities regarding contract and/or safety-related issues. The Contractor will agree to attend these meetings, at no charge to the District, as necessary during the contract term.

8. Term of Contract

The initial contract period shall be for one (1) year, extending until June 30, 2020. The City of Rye Police Department will have the option to extend the contract for up to four additional one-year periods, until June 30, 2024, subject to the same terms and conditions contained herein, upon the mutual agreement of both parties.

9. Payment

Payment will be made monthly, upon receipt of a properly formatted invoice from the Contractor for work performed in the preceding month. Payment will be made for the total number of hours worked per guard at each location in the given month, billed in 30-minute increments.

Invoices shall be submitted detailing the number of hours per day worked at each crossing and the City shall not be billed for hours in which the Contractor was unable to provide coverage at a location.

SECTION II: BIDDER'S PROPOSAL

CROSSING GUARD PROGRAM
CONTRACT 2019-02

A. BID SHEETS

NOTE: Prices shall include all costs for the services provided. All overhead costs shall be included in the Hourly Billing Rate. Prices shall remain in effect for the term of the contract.

A. Crossing Guard Locations (up to 3.5 hours per day per location)	B. Hours per Year	C. Hourly Billing Rate per Site	TOTAL PRICE BID (A x B x C)
12 Locations	7,020**	$29.30	$205,686.00

*TOTAL PRICE BID $Two Hundred-five thousand, Six Hundred and Eighty-six Dollars
* (in written words)

*To be verified by extension of above items.

** Based upon current coverage schedule

THIS CONTRACT WILL BE AWARDED BASED UPON THE TOTAL PRICE BID FOR THE WORK DESCRIBED HEREIN.

CORPORATE RESOLUTION

I, Baron Farwell, President of All City Management Services, Inc., a corporation organized and existing under the laws of the State of California, (hereinafter called the Corporation) do hereby certify that the following is a true and complete copy of resolutions duly adopted at a meeting of the Board of Directors of this Corporation duly held and convened on March 16, 2015, at which meeting a duly constituted quorum of the Board of Directors was present an acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and in effect:

RESOLVED: That Demetra Farwell, Corporate Secretary of All City Management Services, Inc. is empowered and authorized, on behalf of the Corporation, to execute and deliver contracts and amendments thereto, and take such actions as the President deems necessary or appropriate to carry out the terms of contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Corporation this 18th day of March, 2015.

ALL CITY MANAGEMENT SERVICES, INC. INCORPORATED May 3, 1985 CALIFORNIA SEAL

Baron Farwell
President

B. BIDDER'S PROPOSAL AND SIGNATURE

The bidder agrees that to the City Council of the City of Rye is expressly reserved the right to reject any or all bids or to accept that one of those whose acceptance, in the judgment of the City Council, will best serve the interests of the public. THE BIDDER AGREES THAT HIS BID MAY NOT BE WITHDRAWN WITHIN FORTY-FIVE (45) DAYS AFTER THE DATE BIDS ARE PUBLICLY OPENED.

This proposal made by: All City Management Services, Inc.
Name of Bidder

Bidder's business address: 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670

Bidder's residence address: _____

State whether bidder is an individual, partnership or corporation. If a corporation, then corporate seal is required here.

Signed this 8th day of July, 20 19

Corporate Secretary
(Signature and Title)

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

Demetra Farwell being duly sworn, deposes and says that she

employed at 10440 Pioneer Blvd., Suite 5, Santa Fe Springs, CA 90670

who signed the approved proposal or bid, that the bid is the true offer of the bidder, that the seal attached is the seal of the bidder and that all the declarations and statements contained in the bid are true to the best of his knowledge and belief.

Sworn to before me this

_____day of _____, 20____

_____
(Notary Public)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 8th. day of July, 2019, by Demetra Yuvonne Farwell,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NR01 LOUIS R. MARTIN
COMM. #2161376
Notary Public - California
Orange County
My Comm. Expires July 29, 2020 NR01

(Seal)

Signature Louis R Martin

If the bidder is a corporation, attach a certified copy of the resolution of its Board of Directors authorizing the officer of the corporation who signed the bid to sign such bid for and on behalf of such corporate bidder.

If a partnership or corporation, give the full names of all partners or all principal officers and manager of the corporation with the title and home address of each:

Name	Title	Address
Baron Farwell	President	3650 Mount Vernon Dr, Los Angeles, CA 90008
Demetra Farwell	Corporate Secretary	4161 6th Avenue, Los Angeles, CA 90008

The undersigned offers the following information as evidence of his or their facilities, ability and/or financial resources available for the fulfillment of the contract, if such be awarded to him or them:

ABILITY: That he or they have supplied similar equipment as follows (give location, kind, cost and the name and addresses of clients):

Please attached Experience and Qualifications / Reference List.

Upon request, the undersigned will amplify the foregoing statements as may be required and necessary to satisfy the City concerning his or their ability to successfully perform the work in a satisfactory manner within the required time.

C. AGREEMENT TO CONTRACT

The bidder further agrees to execute the contract and submitted the required insurance within ***fifteen (15) days*** from the date of service of a written notice that the said contract has been awarded to said bidder.

D. NON-COLLUSIVE AFFIDAVIT – COMPLIANCE WITH SECTION 103D GENERAL MUNICIPAL LAW (TO BE SUBMITTED WITH BID PROPOSAL)

PART 1 STATE OF CALIFORNIA)

PART 1 COUNTY OF LOS ANGELES) **ss:**

Demetra Farwell ,
(Here insert full name of owner, partner, officer, representative, or agent of Contractor)

Being first duly sworn, deposes and says that:

1. He is (Owner, partner, officer, representative or agent) of

   All City Management Services, Inc.
   (Here insert full name and address or legal title of Contractor)
   the Bidder that has submitted the attached Bid;

2. He further states and affirms:

   (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

   (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any competitor;

   (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

   (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

   (b) A bid shall not be considered for award nor shall any award by made where (a) (1), (2), and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2), and (3) above have not been complied with, the bid shall not be considered for

award nor shall any award be made unless the City Council, for its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised prices lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph 2(a) hereof.

3. Any bid hereafter made hereunder by a corporate bidder for work or services performed or to be performed by, goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subparagraph (a) hereof, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

PART 1 _____
(Signed)

PART 1 Corporate Secretary
(Title)

Subscribed and sworn to before me this

_____ Day of _____, 20____

_____ Title
(Notary)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 8th. day of July, 2019, by Demetra Yuvonne Farwell,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

LOUIS R. MARTIN
COMM. #2161376
Notary Public - California
Orange County
My Comm. Expires July 29, 2020

(Seal)

Signature Louis R Martin

E. VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

Instructions:

Question 1: Enter your name and the name of your business.

Question 2: If you are updating an existing form for a bid or proposal check box 2.

Question 3: Enter the name of the government official or City employee you know where a conflict of interest might exist on the line. If there's none, leave the name of officer blank.

Check "Yes" or "No" in Box A, B, and C

☐ Box A: does the government official or City employee receive income or money from the company the form?

☐ Box B: does the company (person filing) receive income or money from the government official or City employee, not from the government?

☐ Box C: is the filer employed by a company or corporation in which the government official or City employee is officer, or director, or part owner?

☐ Box D: Describe your employment or business relationship with the government official or City employee. If there is none, write "none" in space D.

Question 4: Sign and date the Conflict of Interest form

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with the City of Rye

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with New York State General Municipal Law § 103 by a person who has a business relationship with the City of Rye.

By request of the City of Rye this questionnaire must be filed by a vendor that wishes to conduct business or be considered for business with the City. They must declare any business affiliation with a government official or City employee.

The form is a mandatory requirement of a submission of any bid, proposal or contract to the City of Rye. Any bid, proposal, or contract submitted without a signed copy of the Conflict of Interest form shall be considered incomplete and will be rejected by the City.

1 **Name of person who has a business relationship with local governmental entity.**

All City Management Services, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

3 **Name of local government officer/City employee with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer/City employee with whom the filer has an employment or other business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer/City employee named in this section receiving or likely to receive taxable income, other than Investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer/City employee named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer/City employee serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer/City employee named in this section.

None

4

Signature of person doing business with the City of Rye

7/8/19
Date

SECTION III: CONTRACT AGREEMENT

(To be completed after Contract Award)

City of Rye

CROSSING GUARD PROGRAM
CONTRACT 2019-02

NOTE: The headings, titles, table of contents and indexes printed or written on the pages following, preceding or attached, are intended for the convenience of reference only, and do not form part of the contract or specifications.

A. PARTIES

This agreement dated as of the _____day of _____, 20_____ by and between the City of Rye, a municipal corporation of the State of New York, and hereinafter designated the City, party of the first part, and

_____

_____

hereinafter designated the Contractor, party of the second part.

The parties to these presents, each in consideration of the mutual promises, covenants and agreements herein contained, do hereby covenant, promise and agree each with the others as follows:

B. DEFINITIONS

NOTE: Whenever the words defined in this article, or pronouns used in their stead, occur in this contract and in the Notice to Contractors, Information for Bidders, Bidder's Proposal, Plans and Specifications hereto attached and made a part of this contract, they shall have the meaning here given.

1. Acceptance – Shall mean at the conclusion of the period of maintenance, as provided for herein, and shall be followed by the payment to the Contractor for all monies retained by the City and his release by it from all obligations.

2. City – Shall mean the City of Rye.

3. City Clerk – Shall mean the City Clerk of the City of Rye, or any officer duly authorized by the City Manager of the city of Rye to act for the City in the execution of the work required by this contract.

4. Completion – Shall mean the finishing of all work of a contract and its preparation for test by actual use otherwise and shall be certified to by the Police Commissioner. During the maintenance period, as provided for herein, the Contractor, without undue interference with such use, shall maintain his work without extra cost to the City in the condition specified, and his bond and retained percentage shall be held for such performance, as provided herein.

5. Contract – In addition to the portion of this form or document titled "Contract" shall mean and include the "Notice to Contractors", the "Information for Bidders", the "Bidder's Proposal", the "Specifications", and the forms for surety bonds hereto annexed and the "Plans" herein described, and said inclusion is and shall be considered part and parcel of this contract.

6. Contractor – Shall mean the party of the second part above designated entering into this contract for the performance of the work required by it, and the legal representative of said party of the agent appointed to act for said party in the performance of the work.

7. Notice – Shall mean written notice. Written notice shall have been deemed to have been duly served when delivered in person to the person, firm or corporation for whom intended, or to his, their or its duly authorized officer, agent, or representative, or when delivered at the last known business address of such person, firm or corporation, or when enclosed in a postage prepaid sealed wrapper or envelope addressed to such person, firm or corporation at his, their or its last know business address, and deposited in the U.S. Mails in a receptacle regularly maintained for such purposes by the government.

8. Plans – Shall mean all the plans of the work accompanying this contract with such subsequent details as the Police Commissioner may give or approve from time to time.

9. Police Commissioner – Shall mean the person holding the position of or acting in the capacity of the Police Commissioner of the City of Rye, acting either directly or through his properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

10. Site of Work – Shall mean the immediate locality of the work done or to be done under the contract, including all the land or easements thereto acquired or to be acquired by the City, and any land, park or highway contiguous to the said work, land or easements, and all temporary or permanent storage place of equipment or material in the work.

11. Time – Year, month, week and day shall mean those respective calendar periods unless otherwise specified.

12. Unless the context clearly indicates the contrary, the words directed, required, permitted, ordered, designated, selected, prescribed, or words of like import used in the specifications or upon the plans shall mean, respectively, the direction, requirement, permission, order, designation, selection or prescription of the City Police Commissioner and similarly the words approved, acceptable, satisfactory, equal, necessary, or words of like import shall mean respectively approved by, or acceptable to, or satisfactory to, or equal or necessary in the opinion of the City Police Commissioner.

13. Fiscal Officer – Shall mean the person holding the position of or acting in the capacity of the N.Y. State Commissioner of Labor.

C. AUTHORITY OF POLICE COMMISSIONER

1. General

The Police Commissioner will give all orders and directions contemplated under the contract; will determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for; will decide every question which may arise relative to the fulfillment of the contract on the part of the Contractor. His estimates and decisions shall be final and conclusive upon said Contractor; and in case any question shall arise between the parties hereto, touching this contract, such estimate and decision shall be a condition precedent to the rights of the Contractor to receive any money under the contract.

The Police Commissioner may stop any work under the contract if the methods or conditions are such that unsatisfactory work might result, or if improper material or workmanship is being used.

The order or sequence of execution of the work and the general conduct of the work shall be subject to the approval of the Police Commissioner who shall have the authority to direct the order or sequence where public necessity or welfare shall require, which approval or direction shall, however, in no way affect the sole responsibility of the Contractor in the conduct of the work, nor shall any claim against the City arise or be allowed by reason of any such direction by the Police Commissioner.

D. RESPONSIBILITY OF CONTRACTOR

1. General

The Contractor shall do al the work and shall furnish all the materials, tools, and appliances except as herein otherwise specified, necessary or proper for performing and completing the work required by this contract, in the manner and within the time hereinafter specified. The said Contractor shall completed the entire work to the satisfaction of the Police Commissioner and in accordance with the specifications herein mentioned, at the prices herein agreed upon. All the work and labor to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the attached specifications and the directions of the Police Commissioner.

2. Intoxicating Liquors

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work under this contract.

E. INSURANCE AND INDEMNITY

1. General

This contract shall be null and void and of no effect unless the Contractor shall, before entering upon the performance thereof, secure compensation for the benefit of, and keep insured during the life of said contract, all employees engaged thereon who are required to be insured by the Workmen's Compensation Law, in compliance with the provisions of said law and acts amendatory thereto, and as provided in Section 108 of the General Municipal Law of the State of New York.

The Contractor's policy shall include a contractual "hold harmless" clause, exactly as follows:

"The Contractor shall, during the performance of this work, take all necessary precautions and place proper guards for the prevention of accidents and shall indemnify and save harmless the City and its employees, officers and agents, from all claims, suits and actions and all damages and costs to which they may be put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials, implements or appliances used in its performance or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active or passive or concurrent or negligent act or omission by the City or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto."

The Contractor shall also take out and maintain during the life of the contract, at its sole cost and expense, Comprehensive General Liability ("CGL") insurance including Contractual Liability and Abuse and Molestation Coverage covering the contractual obligations accepted under this Agreement, with limits of at least $1,000,000 for each occurrence of bodily injury, including death.

The Contractor, before execution of this contract by the City Manager, shall file with the Police Commissioner for his approval one copy of each and every insurance and indemnity policy required by the terms of this contract. Each and every insurance policy required by the terms of this contract shall carry an endorsement to the effect that the insurance company will give at least ten (10) days prior written notice to the City of Rye of any modification or cancellation of any such policy or policies.

Said insurance and indemnity policies shall be subject to the approval of the Corporation Counsel in regard to company, adequacy and form of protection. The certified check or bid bond submitted with the Contractor's bid may be held for and until such approval has been given. Upon failure of the Contractor to furnish, deliver, and maintain such acceptable certificates of insurance and renewals as above provided, this contract may, at the option of the City Council, be held willfully violated by the Contractor and may be forthwith declared suspended, discontinued or terminated by the City. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any responsibility or liability under this

contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All required insurance must be in effect and continued so during the life of the contract in no less that the following amounts:

Workmen's Compensation (with Disability Certificate) ..... Unlimited

Limits Required for Contractor's Insurance

General Liability: Bodily Injury & Property Damage
Aggregate $2,000,000.00

Automobile Liability: Bodily Injury & Property Damage
Aggregate $2,000,000.00

Protective Policy for City (City of Rye sole named insured)
General Liability: Bodily Injury & Property Damage
Aggregate $ 1,000,000.00

The Contractor's General and Automobile Liability Insurance policy shall name the City of Rye as an additional insured party.

The Owner's or Contractor's Protective Liability Insurance policy shall name the City of Rye as sole insured party.

All originals plus one copy of the above insurance certificates will be required.

In the event that claims in excess of the required amounts are made or filed by reason of any operations under the contract, the amount of excess of such claims, or any portion thereof, may be withheld from payments due or to become due the Contractor until such time as the Contractor shall furnished such additional security covering such claims as may be determined by and satisfactory to the City.

F. LABOR

1. No Discrimination in Employment

The Contractor agrees:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the United States who is qualified and available to perform the work to which the employment relates,

b. That no Contractor, subcontractor, or any person on his behalf shall in any manner discriminate or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin,

c. That there may be deducted from the amount payable to the Contractor by the City of Rye under this contract a penalty of five dollars ($5.00) for each person for each calendar day during which said person was discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be canceled or terminated by the City of Rye and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

G. LAWS AND REGULATIONS

1. General

The Contractor and his agents and employees shall at all times observe and comply with all existing and future laws, ordinances, regulations, orders and decrees that in any manner affect their work, including Federal permits and regulations, and shall protect and indemnify the City of Rye, its agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees. If any discrepancy or inconsistency should be discovered in this contract, or in the plans or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree he shall forthwith report the same in writing to the Police Commissioner.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

2. Labor and Other Laws

The Contractor and his agents and employees shall at all times observe and comply with all the applicable provisions of the Labor Law, the Public Health Law, the Lien Law, the Workmen's Compensation Law, the State Unemployment Insurance Law, the Federal Social Security Law, and all rules and regulations promulgated by the Department of Labor of the State of New York, any applicable State or Federal Law, rule or regulation, the Charter of the City of Rye and any Local Laws, ordinances, resolutions or regulations of the City of Rye, and all amendments and additions thereto.

3. Refusal to Testify

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof

or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract;

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and, also

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid. (General Municipal Section 103-a).

H. PAYMENT

1. Premises for Payment

The Contractor shall not demand nor be entitled to receive payment for the work or materials, or any portion thereof, except in the manner set forth in this contract, nor unless each and every one of the premises, agreements, stipulations, terms and conditions herein contained to be performed, kept, observed and fulfilled on the part of the Contractor shall have been so performed, kept, observed and fulfilled, and the Police Commissioner shall have given his certificate to that effect, and the City Manager shall have been satisfied with and shall have accepted the work.

2. Statements Showing Amounts Due Others

In accordance with Section 220-a of the Labor Law as amended, before payment is made by or on behalf of the City of Rye of any sum or sums due on account of this contract, it shall be the duty of the City Comptroller of the City to require the Contractor and each and every subcontractor from the Contractor or a subcontractor to file a statement in writing in form satisfactory to such Comptroller certifying to the amounts then due and owing from such Contractor or subcontractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose ages or supplements are unpaid, and the amount due to each or on behalf of each respectively, which statement so to be filed shall be verified by the oath of the Contractor or subcontractor as the case may be that he had read such statement subscribed by him and knows the contents thereof, and that the same is true to his own knowledge.

3. Amounts Due for Wages May be Withheld

In accordance with Section 200-b of the Labor Law as amended, in case any interested person shall have previously filed a protest in writing object to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages or supplements for labor performed on the public improvement for which such contract was entered into, or if for any other reason it may be deemed advisable, the City Comptroller of the City of Rye may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statement so filed to be due and owing by him on account of labor performed on such public improvement before making payment of the amount certified for payment in any estimate or voucher, and may withhold so deducted for the benefit of the laborers whose wages or supplements are unpaid or not provided, as shown by the verified statements filed by any Contractor or subcontractor, and may pay directly to any person the amount or amounts shown to be due to him or his duly authorized collective bargaining labor organization for such wages or supplements by the statements filed as hereinbefore required, thereby discharging the obligation of the Contractor or subcontractor to the person or his duly authorized collective bargaining labor organization receiving such payment to the extent of the amount thereof, or when any interested person shall file a written complaint with the Comptroller of the City of Rye alleging unpaid wages or supplements due for labor performed on a public improvement for which a contract has been entered into or if, on the said Comptroller's own initiative, unpaid wages or supplements appear to be due, the Comptroller of the City of Rye shall immediately so notify the financial officer of the civil division interested who shall withhold from any payment on account thereof, due the Contractor or subcontractor executing said public improvements, sufficient monies to satisfy said wages and supplements pending a final determination as further set forth in said Section 220-a.

4. Liens

If, at any time before or within thirty (30) days after the whole work herein agreed to be performed, and all labor and materials herein agreed to be delivered to the City have been performed and delivered or completed and accepted by the City, and person or persons claiming to have performed any labor or furnished any materials towards the performance or completion of this contract shall file with the City Clerk any such notice as is described in the New York State Lien Law, the City Comptroller shall retain until and for the discharge the amount in such notice claimed to be due, together with the costs of any actions or proceedings brought to enforce such claim or lien by filing of such notice.

5. Prices for Work

The City shall pay and the Contractor shall receive in full compensation for furnishing all materials and labor and for performing and completing all work which is necessary or property to be furnished or performed in order to complete the entire work in this contract and described and specified, and in such specifications described and also for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution for the work and for all risks of any description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of any work herein specified, the lump sum and/or unit prices

named in the Bidder's Proposal, attached hereto and made a part hereof, the same to be in full force and effect as though here repeated.

6. Withholding of Payments

The payments under an estimate provided for by this agreement may at any time be withheld or reduced if, in the opinion of the Police Commissioner, the work is not proceeding in accordance with the contract; or if the required insurance policies have not been furnished by the Contractor and approved by the Corporation Counsel.

If the Contractor fails to meet and pay all of his just obligations outstanding for labor, materials, and/or supplies at the time when an estimate for payment is due him, or if any liens, claims or demands arising out of in connection with the work or its performance shall be outstanding at the time any payment may be due or is likely to made thereafter, or if any claims arising out of or in connection with the Contractor's operations under this contract are made against the party of the first part by any other person than the Contractor, or, if in the opinion of the Police Commissioner, the Contractor is not proceeding with the work in accordance with the provisions of this contract, the City shall have the right to withhold out of any payments, final or otherwise, such sums as the City Manager deems ample to protect the City against delay or loss and/or to assure the payment of just claims of third persons and, at its option as agent for the Contractor, to apply such sums in such manner as the City Manager may deem proper to secure such protection and/or to satisfy such claims. The City shall also have the right to withhold from the Contractor so much of the accrued payments as may be necessary to pay to laborers or mechanics employed on the work the difference between the rate of wages and supplements required by this contract to be paid laborers or mechanics on the work and the rate of wages and supplements actually paid to such laborers or mechanics. Such application shall be deemed payments for the Contractor's account. The Police Commissioner may withhold payment to the Contractor on account of the failure of the Contractor to fully comply with any requirements of the contract.

I. MISCELLANEOUS CONTRACT DATA

1. Assignment Restricted

Said Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his rights, title or interest in or to the same of any part thereof, without the previous consent in writing of the City Manager endorsed hereon or annexed hereto, and said Contractor shall not assign by power of attorney or otherwise any of the monies due or to become due and payable under this contract unless by and with said consent, signified in like manner. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this contract, or if his right, title or interest herein or any of the monies due or to become due under this contract, to any such person, company or other corporation, this contract may, at the option of the City of Rye, be revoked and annulled and all liability and obligations of the City of Rye growing out of the same to the Contractor and to his assignee or transferee shall cease and be at an end as of the date and time of such assignment, transfer, conveyance, subletting or other disposition of this contract, provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor's creditors, made pursuant

to the Statutes of the State of New York; and no right under this contract or to any money due or to become due hereunder, shall be asserted against the City by said Contractor of his agents, assignees, transferees, or other persons who may acquire any interest in law or equity by reason of any so called assignment of this contract, or any part thereof of any monies due or to grow due hereunder, unless authorized by the written consent of the City Manager.

2. Contractor's Address for Service

The business address given in the Bid or Proposal upon which the contract is founded is hereby designated as the place to which letter or other communications under this contract shall be mailed or delivered to the Contractor.

Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Office of the City Clerk. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally at such address or any other place in this State.

3. Contract Binding on Successors

All of the stipulations and agreements aforesaid shall apply and bind the heirs, executors, administrators and successors of the respective parties hereto, but this clause shall not be deemed consent to any assignment of this contract.

J. EXECUTION OF CONTRACT

IN WITNESS WHEREOF the respective parties hereto have cause this contract/bid to be executed and delivered as of the day and year first above written.

THE CITY OF RYE

(City Seal)

BY:

_____
City Manager

_____
Bidder/Contractor

(Corporate Seal,
if necessary)

BY:

_____
Title

_____
Address

ACKNOWLEDGMENT OF THE CITY MANAGER

STATE OF NEW YORK)
City of Rye) SS:
COUNTY OF WESTCHESTER)

On this day of , 20 , before me personally came to me known, who being by me duly sworn, did depose and say that he resides in , that he is the City Manager of the City of Rye, the corporation described in and which executed the above instrument; that he knows the seal of said instrument is the corporate seal; that it was affixed by order of the City Council of said corporation and he signed his name thereto by like order.

_____
Notary Public

ACKNOWLEDGMENT IF CONTRACTOR IS A CORPORATION

STATE OF)
) SS
COUNTY OF)

On this day of , 20 , before me personally

came to me known, who, being by me

duly sworn did depose and say that he resides at

that he is the of

the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of such corporation, and the signed his name thereto by like order.

_____
Notary Public

ACKNOWLEDGMENT IF CONTRACTOR IS AN INDIVIDUAL

STATE OF)
) SS:
COUNTY OF)

On this day of , 20 , before me personally

came to me known, and known to me to be the person described in and who executed the foregoing contract, and who acknowledged to me the execution thereof for the purpose therein mentioned.

Notary Public County

ACKNOWLEDGMENT IF CONTRACTOR IS A PARTNERSHIP

STATE OF)
) SS:
COUNTY OF)

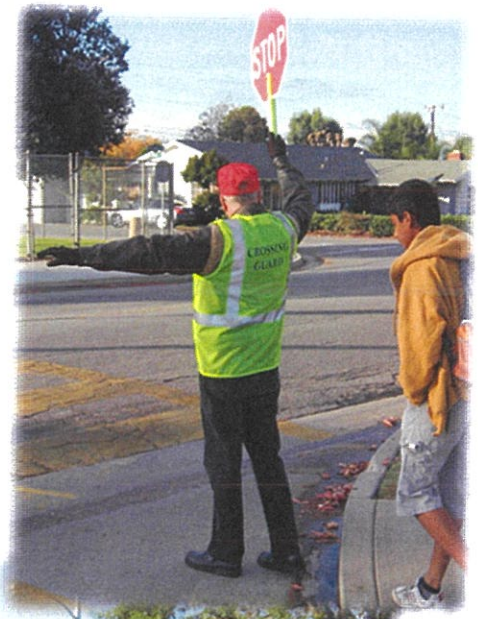
On this day of , 20 , before me personally

came to me known, and known to me

to be a member of ,

the firm described in and who executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public County



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CITY COUNCIL AGENDA

NO. 14 DEPT.: City Manager DATE: August 1, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Consideration of a request by the Rye Free Reading Room for use of the Village Green on Thursday, November 20, 2020 through Monday, November 9, 2020 for Novel Night. That includes set up and clean up. The actual event will take place on Saturday, November 7, 2020 from 6:00 pm – 11:30 pm.

FOR THE MEETING OF:

August 7, 2019

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the City Council approve the request for use of the Village Green.

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND: The Rye Free Reading Room has requested use of the Village Green to hold their biennial fundraising event, *Novel Night*. To allow for setup and cleanup activities, the RFRR requests permission to use the Village Green from Thursday, November 20, 2020 until Monday, November 7, 2020. The library will be erecting a temporary tent, with parquet dance floor, lighting, and a sound system for *Novel Night*, a biennial fundraising event for the library. The actual event would be Saturday, November 7, 2020 from 6:00 pm to 11:00 pm.

See attached request.

Rye Free Reading Room

July 21, 2019

Mayor Josh Cohn
Rye City Council
City Hall
Rye, New York, 10580

Dear Mayor Cohn:

The Rye Free Reading Room respectfully requests the use of the Village Green from Thursday, November 5, 2020 until Monday, November 9, 2020. The library will be erecting a temporary tent, with parquet dance floor, lighting, and a sound system for Novel Night, a biennial fundraising event for the library. The actual event would be Saturday, November 7th from 6:00 pm to 11:30 pm.

The library would assume responsibility for the security of the tent, and would continue our practice of contracting with the Rye Police Department to provide security for the evening of the event. The library would also consult with the city engineer and utility companies to avoid sprinkler and utility lines that may run under the Green, and would work with the Department of Public Works to address any issue with the lawn that may result from lack of sun during the time the tent is in place.

The library facilities will be staffed and open to Novel Night guests, and the library will work with the Novel Night hosts to arrange for cabs and shuttle buses to provide transportation to and from the party.

I would be happy to meet with any members of the council to answer questions, before making a formal request on the Council agenda.

Sincerely,

Chris Shoemaker
Library Director

CITY COUNCIL AGENDA

NO. 15 DEPT.: City Manager DATE: August 3, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: Consideration of a request by the Jarden Corporation for use of city streets on Sunday, September 22, 2019 from 7:00 a.m. to 6:00 p.m. for their annual Westchester Triathlon.

FOR THE MEETING OF:
August 7, 2019

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council consider granting the request.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND:

The Jarden Corporation is requesting the Council approve the use of city streets on Sunday, September 22, 2019 from 7:00 a.m. to 6:00 p.m. for their annual Westchester Triathlon. The requestor has been in contact with the Rye Police Department regarding the event and will provide the appropriate insurance certificate to the City Clerk's office.

See attached request from Eric Opdyke, Race Director.

From: Noga Ruttenberg
To: Ruttenberg, Noga P.
Subject: Fwd: Westchester Triathlon Sunday September 22, 2019 - Request for Permission
Date: Wednesday, July 31, 2019 10:35:01 AM

From: <eric.opdyke@rev3tri.com>
Date: July 31, 2019 at 10:08:10 AM EDT
To: "'Craig, Scott J.'" <scraig@ryepd.ryeny.gov>, "'Maryanne Veltri'" <mveltri@portchesterny.com>, "'Lt. Eugene Matthews'" <ematthews@ryebrook.org>, "'Det. Eric Dengler'" <edengler@ryebrook.org>, "'Unknown'" <JGreer@Harrison-NY.Gov>, "'Unknown'" <MDiLauria@harrison-ny.gov>, "'Noga Ruttenberg'" <npeled@hotmail.com>, <asimon@northcastleny.com>, <MSpizzirri@vpcpd.com>, <gharisch@northcastleny.com>, <rfalk@ryepd.ryeny.gov>, <EMSADM2@aol.com>
Subject: Westchester Triathlon Sunday September 22, 2019 - Request for Permission

Dear Triathlon Stakeholders,

I am requesting your permission to use your roadways for our annual charity triathlon event. As you know this is a big under taking that can't happen without your support.

I am requesting an email of support as soon as you can get approval from your respective towns because this is necessary for our NYS-DOT extensive permit process.

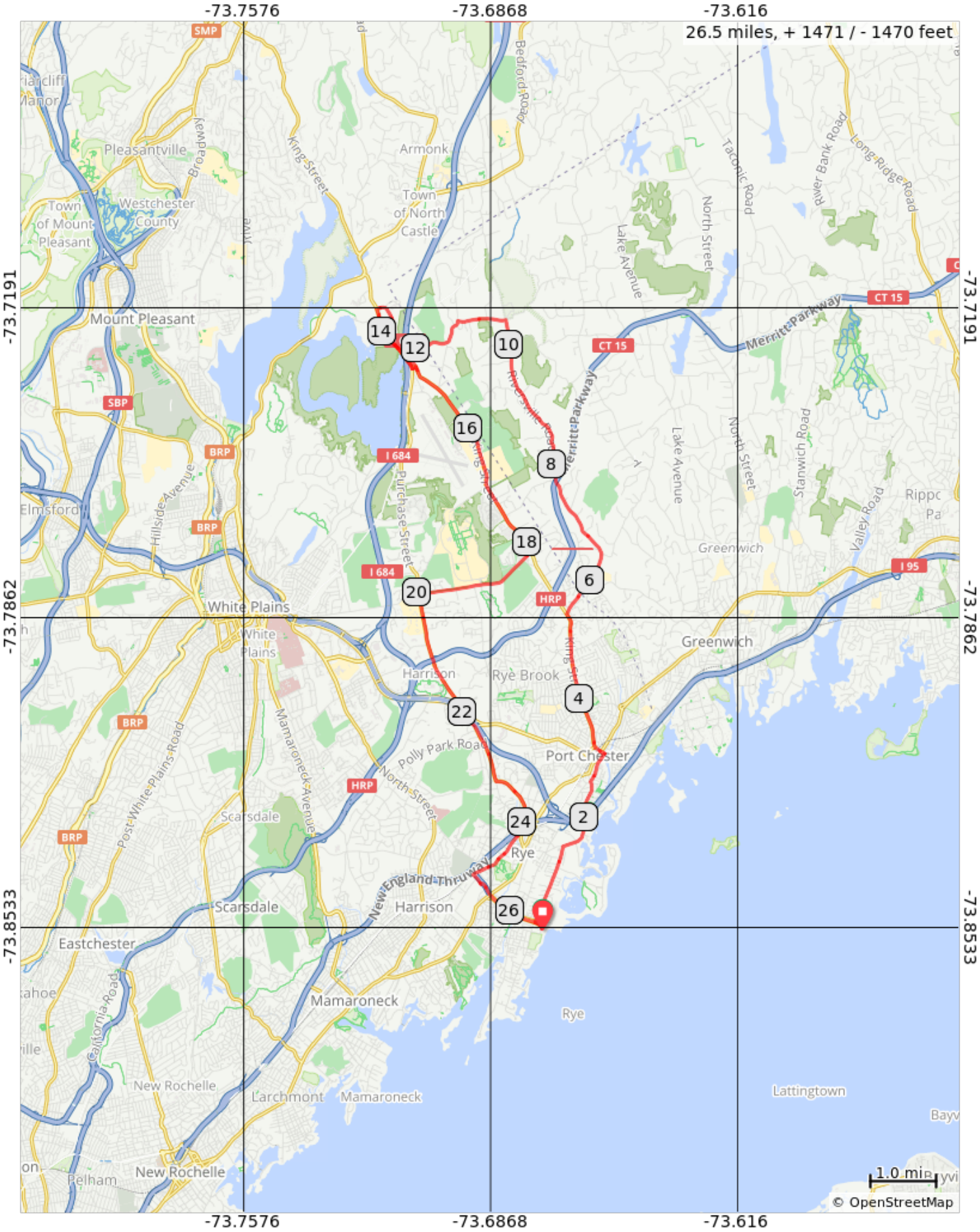
The only change from 2018 will be the bike route from mile 14.7 to mile 20. Instead of using Rt. 120 west of the airport we will return from North Castle via King St. to Anderson Hill as we have in the past. Unfortunately the road conditions with large cracks in the road makes that portion of the route unsafe for cyclists.

I will be sending certificates of insurance as soon as I receive them.

Thank you on behalf of the entire Westchester Triathlon Committee.

Eric Opdyke

2019 Westchester Bike



2019 Westchester Bike

Dist	Type	Note
0.0		Start of route
0.0	←	L to stay on Playland Pkwy
0.2	→	R onto Forest Ave
1.4	→	R onto Grace Church St
2.6	→	R onto Don Bosco Pl
2.7	↑	Continue onto Waterfront Pl
2.9	↑	Continue onto Abendroth Ave
3.1	←	L onto N Main St
3.1	→	R onto Willett Ave
3.2	↑	Continue straight onto King St
5.3	→	R onto Glenville St
5.8	→	R to stay on Glenville St
5.9	←	L onto Riversville Rd
10.4	←	L onto John St

10.4 miles. +799/-314 feet

Dist	Type	Note
11.1	←	L onto Bedford Rd
11.5	→	R onto Locust Rd
12.2	←	Locust Rd turns L and becomes King St
12.3	→	R onto NY-120A N
12.4	→	R onto NY-120 N
12.9	→	R onto American Ln
13.6	←	L onto NY-120 S
14.7	←	L onto NY-120A S
14.7	→	R to stay on NY-120A S
18.1	→	R onto Anderson Hill Rd
20.0	←	L onto Purchase St
21.1	↑	Continue straight to stay on Purchase St
21.8	←	L onto Westchester Ave
22.2	→	Keep R to continue on Purchase St

11.8 miles. +569/-828 feet

Dist	Type	Note
24.2	→	R onto 54/Theodore Fremd Ave
25.1	←	L onto 147/Playland Access Dr
25.3	←	L onto the ramp to Playland
25.4	↑	Merge onto Playland Access Dr/Playland Pkwy
26.5	→	R to stay on Playland Pkwy
26.5		End of route

4.3 miles. +97/-110 feet

2019 Westchester Run

A.	Water Station	C.	Water Station
B.	Water Station	D.	Water Station

2019 Westchester Run

Dist	Type	Note
0.0		Start of route
0.2	←	L onto boardwalk
1.5	←	L towards Playland Circle
2.2	←	L onto Milton Rd
2.3	←	L onto Hill St
2.4	←	L onto Ormond Pl
2.5	→	R onto Halsted Pl
2.7	→	R onto Dearborn Ave
2.9	←	L onto Milton Rd
3.3	←	L onto Stuyvesant Ave
4.7	→	R onto Van Wagenen Ave
4.8	←	L onto Forest Ave
6.2		End of route

6.2 miles. +170/-167 feet

CITY COUNCIL AGENDA

NO. 16 DEPT.: FINANCE DATE: August 1, 2019

CONTACT: Joseph S. Fazzino, Deputy City Comptroller

ACTION: Adoption of the 2019/2020 tax levy and tax rate for the Rye Neck Union Free School District.

FOR THE MEETING OF:
August 7, 2019
RYE CITY CODE,
§C22-9(A)

RECOMMENDATION: That the City Council adopt the following resolution:

WHEREAS, the Rye Neck Union Free School District (District) has certified to the City of Rye Comptroller taxes in the amount of $12,252,983 to be raised on property within the District located in the City of Rye, with established tax rates of $997.31148 per $1,000 of taxable assessed value on homestead property and $1,285.507965 per $1,000 taxable assessed value on non-homestead property, for the fiscal year beginning July 1, 2019 and ending June 30, 2020, now, therefore, be it.

RESOLVED, that in accordance with the provisions of the City Charter, the City Comptroller is commanded to levy and collect said taxes, subject to any further amendments or approvals required by the Rye Neck Union Free School District.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

The Rye Neck Union Free School District has provided the City with the allocation of the tax levy and tax rates for the Town of Rye and City of Rye. A portion of the City's share of the tax levy is attributable to STAR exemptions, which will be paid by the State to the district. The above amounts and rates are subject to adjustments and adoption by the District at their next Board of Education meeting.

CITY COUNCIL AGENDA

NO. 17 DEPT.: City Manager DATE: August 3, 2019

CONTACT: Marcus Serrano, City Manager

AGENDA ITEM: One appointment to the Rye Golf Club Commission, by the Council, to fill the term expiring on January 1, 2021 of Benoit Ugeux who resigned.

FOR THE MEETING OF:
August 7, 2019

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council consider appointing Mack Cunningham the vacant position on the Rye Golf Club Commission.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND:

Mack Cunningham was a former volunteer on the commission and has offered to fill the vacancy. The Rye Golf Club Commission recommends Mack Cunningham without any objections or opposition.