

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

**REGULAR MEETING OF THE CITY COUNCIL  
Wednesday, October 2, 2019  
7:30 p.m.**

*Please Note: The Council will convene at 5:30 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. Residents may be heard on matters for Council consideration that do not appear on the Agenda.
5. Draft unapproved minutes of the Regular Meeting of the City Council held September 18, 2019.
6. Continuation of a public hearing 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.
7. Open a public hearing to create a new local law Chapter 176, "Energy Conservation", of the Rye City Code by authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries.
8. Authorize the City Manager to sign the municipal agreement with the Energy Improvement Corporation and the City of Rye to conclude the C-PACE process.
9. Consider setting a public hearing for October 16, 2019 for a T-Mobile waiver request and legal memorandum in support of the request for a determination that the proposed facility upgrade at 66 Milton Road is exempt from Planning Board or Zoning Board of Adjustment Jurisdiction.
10. Resolution to appropriate \$11,105.92 of the Police Department's 1033 account and transfer to the Building and Vehicle Fund for the detailing of three police vehicles acquired through the NYS LESO 1033 program for use in the specialized and auxiliary enforcement units.
11. Authorize Corporation Counsel to sign a settlement and release in the insurance matter of City of Rye vs. Travelers.

12. Discussion by the Landmarks Committee regarding the replacement of the City of Rye entrance signs.
13. Consideration of a request by the Rye YMCA for the use of City streets for the 32nd Annual Rye Derby on Sunday, April 26, 2020 from 9:00 a.m. to 2:00 p.m.
14. Appointments to Boards and Commissions, by the Mayor with Council approval.
15. Old Business/New Business.
16. Adjournment

\* \* \* \* \*

The next regular meeting of the City Council will be held on Wednesday, October 16, 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](http://www.ryeny.gov) under "RyeTV Live".

**The Mayor and City Council have office hours in the Mayor's Conference Room Annex at Rye City Hall, 1051 Boston Post Road. Attendance by the Mayor and Council Members will vary. The Mayor's Conference Room Annex is located on the 1<sup>st</sup> floor of City Hall adjacent to the Council Chambers. Hours are as follows:**

**Mondays 9:30 a.m. to 11:00 a.m.**

**Wednesdays 9:30 a.m. to 11:00 a.m.**

***DRAFT UNAPPROVED MINUTES*** of the  
Regular Meeting of the City Council of the City of  
Rye held in City Hall on September 18, 2019, at 7:30  
P.M.

PRESENT:

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

ABSENT:

BENJAMIN STACKS,  
Councilmember

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 7:34 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 7:39 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.

Councilwoman Goddard announced that the Rye Sustainability Committee will be sponsoring the upcoming Design Your Own Pollinator Workshop on October 24, 2019 at 6:30pm. The event will focus on the best place on one's own property to create a pollinator garden. The program will be free. On the Food Scrap Recycling program, Councilwoman Goddard reminded those participating that the Farmers Market drop-off had ended, but the DPW was still open for materials to be dropped off at all hours. She said that currently, there are 469 Rye households registered. Rye Sustainability will be selling kits this weekend at the Rye Newcomers event.

Councilwoman Hurd announced that Fall Fest at Rye Town Park would be held on October 20, 2019 from 11:00am to 3:00pm. There will be pumpkin painting, face painting, live music, and other exciting events.

Councilwoman Tagger-Epstein said Jay Day will be held this Sunday, September 22, 2019 at the John Jay Heritage Center. She also reminded the community that Human Rights Committee award nominations would be accepted until October 15, 2019. There would be both an individual and youth award presented. Nomination forms could be found at [humanrightstrye.org](http://humanrightstrye.org).

Councilwoman Souza announced that registration for Halloween Window Painting began on September 17, 2019. The Taste of Rye event would be held Saturday, September 21, 2019 from 3:00 to 5:00pm. Information can be found at [atasteofrye.com](http://atasteofrye.com). She further stated that the annual Mistletoe Magic event would be held the Sunday after Thanksgiving.

4. Draft unapproved minutes of the Regular Meeting of the City Council held August 7, 2019.

Councilman Mecca made a motion, seconded by Councilwoman Hurd, and unanimously carried, to approve the minutes of the regular meeting of the City Council held August 7, 2019.

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

Leslie Winters, 87 Grace Church Street, encouraged the Council and the community to adhere to the Leaf Blower Ban. She stated that she did not agree with the idea to permit electric blowers. Showed a short video showing the leaf blowers and the noise they generate.

Mayor Cohn announced the sad passing of retired Deputy Clerk, Diane Moore. Mrs. Moore had been with the City for almost 20 years of service. There was a moment of silence in honor of Mrs. Moore.

Mayor Cohn also recognized the passing of John Ambrose, owner of the Tiki Bar, a longtime establishment in Rye.

Presentation by Energize NY and consideration to set a Public Hearing for October 2, 2019 to amend local law Chapter 176, "Energy Conservation", of the Rye City Code by authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries.

Sarah Smiley, Energize NY, addressed the Council. She discussed the PACE Finance Program, which provides an avenue for those wanting to invest in green capital updates. Property Assessed Clean Energy (PACE) financing is a public benefit authorized by state and local law, with repayment secured through a benefit assessment lien on the improved property. The Energy Improvement Corporation (EIC), a non-profit, statewide local development corporation, administers Energize NY Open C-PACE on behalf of its member municipalities. Ms. Smiley

said she was at the meeting to introduce a new product removing the administrative burden of the loan. Ms. Smiley explained that PACE is an alternative form of capital to finance energy efficiency upgrades. It is a public benefit authorized by Article 5L of the General Municipal Law. The new program, called Open C-PACE, creates an open pace market in New York State. The program essentially eliminates the risk to municipalities who may have otherwise been responsible if an annual PACE installment went unpaid.

Mayor Cohn said the City's main concern was the financial burden is removed.

Councilwoman Goddard asked whether the new program was another financial tool that is offered under the PACE financing. Ms. Smiley explained that once this new program was designed, Energize NY had stopped accepting applications under the old state program.

Councilwoman Tagger-Epstein asked for clarification on the City's responsibility in case of a lien and whether foreclosure would be the City's responsibility. Ms. Smiley responded that the City would not be responsible for any foreclosure proceedings with respect to a PACE lien. Its only concern would be unpaid taxes.

Councilwoman Souza said that C-PACE held address many of her initial concerns with the program.

Councilman Souza made a motion, seconded by Councilwoman Hurd, to set a Public Hearing for October 2, 2019 to amend local law Chapter 176, "Energy Conservation", of the Rye City Code by authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries.

6. Continuation of a public hearing 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.

Mack Cunningham, Rye Golf Commission, addressed the Council. He referenced a letter he had recently sent to the Council. He said he wanted the public to understand what had been done on this issue and the concerns of the Rye Golf Commission with regard to the needed capital improvements. Passing the local law would allow the improvements to be done in a timely manner and address the issues quickly. He thanked the Council for their consideration.

There being no one else to speak, Councilman Mecca made a motion, seconded by Councilwoman Souza, to close the public hearing.

Councilman Mecca said that the City was lucky to have a Golf Commission who was concerned with these needs, and reminded the community that 100% of the improvements are funded by the Golf Club users.

Councilwoman Souza made a motion, seconded by Councilman Mecca, 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 as follows:

CITY OF RYE

LOCAL LAW NO. 6 2019

A local law to amend Article 21 “Financial Procedures” of the Charter of the City of Rye by amending § C21-9 “Bond Resolutions” to add a new subsection G as follows:

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

Section 1. Charter Article 21 “Financial Procedures”

§ C21-9. Bond Resolutions.

G. The provisions of this section shall not apply to bond resolutions authorizing the issuance of bonds for the payment of capital improvements or equipment proposed to be constructed or acquired for a purpose determined by resolution of the Council in an amount not exceeding an amount determined by resolution of the Council in any fiscal year if the principal of and interest on the bonds is paid first from moneys in an Enterprise Fund. For purposes of this subsection G an Enterprise Fund shall be an account separate from the general fund containing user fees or assessments paid for a service or purpose of the City, in lieu of or in addition to real property taxes. No bonds shall be authorized or issued pursuant to the provisions of this subsection G unless: 1) the Council or a committee thereof holds a public hearing upon no less than ten (10) days’ notice prior to taking action on such bond resolution, at which hearing the object or purpose to be financed and Financial Tests relating to such object or purpose are presented; and 2) the financing structure and the object or purpose to be financed with such bonds has been approved by a majority of the Council. For the purpose of this subsection G, Financial Tests shall mean: i) financial statements of the Enterprise Fund for the current and last four fiscal years demonstrating that full coverage of operating and debt service expenses have been paid in full from user fees or assessments in the Enterprise Fund as verified by the City Comptroller and the City Manager; ii) pro forma financial statements for the next five fiscal years demonstrating full coverage of operating expenses, outstanding debt service, and debt service generated from the issuance of such bonds as verified by the City Comptroller and the City Manager; iii) a current fiscal year reserve in the Enterprise Fund equal to or in excess of ten per centum (10%) of current year operating and debt service expenses; iv) a pro forma reserve in the Enterprise Fund for each fiscal year such bonds are outstanding equal to or in excess of ten per centum (10%) of pro forma operating expenses, outstanding debt service and debt service generated from the issuance of such bonds in each such fiscal year; and v) representations to the Council by the Enterprise Fund that such fund shall establish user fees and assessments to be paid at the times and in the amounts sufficient to satisfy the requirements of clauses ii) and iv) of this subsection G.

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, Tagger-Epstein  
NAYS: None  
ABSENT: Councilman Stacks

7. Update on Nursery Field.

City Manager Serrano said that several meetings ago, the Council heard a presentation from the consultants for the potential improvements to Nursery Field. The City received comments, including those from neighbors. The City would like to remain with the same consultant, and hopefully have a meeting on October 16, 2019. City Manager Serrano was hopeful to also have some input and comment from the Planning Commission.

Councilwoman Goddard asked of the project was on time as scheduled.

City Manager Serrano said that it was, but that the presentation would be put off to October 16, 2019.

Councilwoman Goddard referenced a Hydraulic and Hydrologic study, and City Manager Serrano said that it would be part of the upcoming meeting. While it might not be necessary, the information was forthcoming.

Dan Adler, 62 Elmwood, said that he had concern that the consultant did not fully understand the neighborhood and the homes around the field. He said that he fully understood the need for fields, but turfing was something he felt was negative. He said that the wildlife is part of that neighborhood and should not be disturbed. He also said that that homes are not big parcels and that the hope was for natural green space to remain. He said there was a deep concern about flooding as well. Lastly, he said that turfing can pose significant an unknown health risks. He thanked the Council for the chance to go on record with our concerns.

8. Ratify the Memorandum of Agreement with the DPW-CSEA union.

Mayor Cohn thanked City Manager Serrano, Labor Attorney Vince Toomey and the DPW-CSEA for all hard work on the agreement.

City Manager Serrano discussed salaries, healthcare and retirement. He felt the terms were mutually convenient for both parties. The biggest announcement was the move to NYSHIP health insurance. City Manager Serrano said he could not thank the union enough. He also

thanked Attorney Heather Harrison. He said that having the residents save money and the union happy is great news.

Councilman Hurd made a motion, seconded by Councilwoman Souza and unanimously carried, to ratify the Memorandum of Agreement with the DPW-CSEA union.

ROLL CALL

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

9. Consider setting a public hearing on October 16, 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.

City Planner Miller said that these local laws were prepared at the request of the City Council to address some concerns. They are intended to ease some of the procedural and fiscal burdens with the outdoor seating applications. The permit would be good for three years, with the applicant only being required to file annual insurances, etc. Fees have been reduced because the administrative process is less. The proposed amendments were consistent with an email that was received from the president of the Chamber of Commerce. City Planner Miller said that he hoped they captured what the Council was looking for, if not we can make changes. The Council would be able to set a public hearing.

Councilwoman Souza thanked City Planner Miller for the work he had done on this issue. She asked that if somebody is flagrantly violating the rules, would the applicant need to go back to the annual process. City Planner Miller said that with violations, the City relies on the prosecution system prescribed by law to run its course. If the judge finds that an applicant should return to the annual process, the City would enforce that decision. Councilwoman Souza asked to add an “in good standing” clause.

Councilwoman Goddard asked if the number of vestibules would be limited within a certain block. City Planner Miller said that it would not be limited and that the need from the previous season was not substantial.

Councilwoman Hurd thanked City Planner Miller and the Planning Commission. There was general discussion on the application fee as it currently stands versus a proposed fee. City Planner Miller explained that the vestibules are seasonal, used between November and April.

Councilman Souza made a motion, seconded by Councilwoman Hurd, and unanimously carried, to set a public hearing on October 16, 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 on a local law amending §197-86 of the Code of the City of Rye to Amend the Regulation of Accessory Seasonal Outdoor Customer Seating.

Councilwoman Souza made a motion, seconded by Councilwoman Hurd and unanimously carried, to set a public hearing for October 16, 2019 on a local law amending §197-86 of the Code of the City of Rye to Amend the Regulation of Accessory Seasonal Outdoor Customer Seating.

11. Consideration of a petition from Midland Rye LLC to amend the City of Rye Zoning Code of the B-5 “Interchange Office Building” Zoning District to add two new permitted uses in the B-5 Zoning District, specifically medical office and personal storage, which would each be permitted as uses subject to additional standards and requirements (otherwise referred to as “special exception uses”) and referral of the petition to the Planning Commission.

Seth Mandelbaum, McCullough Goldberger & Staudt, attorney for the applicant, addressed the Council. He explained that the former Avon property at 601-602 Midland Avenue was purchased by Midland Rye LLC on behalf of George Comfort & Sons, Inc. He said that the petitioner believes the two proposed zoning changes would allow them to better market the property and make use of the underutilized site by providing more flexibility in pursuing potential tenants.

Peter Duncan, 179 Forest Avenue, addressed the Council as the applicant, George Comfort & Sons, Inc., a commercial real estate firm. He explained that this commercial project was 15 million square feet. He said that the property was underutilized in many regards. We believe that in the future there is probably another use for the property. At this time we are looking for a bridge to get to that future time. He said they believed there was a demand for medical offices, high end storage, and personal storage.

Mr. Mandelbaum said that the two proposed uses are medical offices and personal storage. All of this could be contained within the existing building. He said it was an incredible location next to mass transit and major highways. He thanked the Council for their time and consideration.

Councilwoman Tagger-Epstein commented that the City received dozens of letters when the daycare closed in that building and inquired as to whether the applicant had considered that need.

Mr. Mandelbaum thanked Councilwoman Tagger-Epstein for her comment and suggestion.

Councilwoman Hurd made a motion, seconded by Councilwoman Tagger-Epstein and unanimously carried, to refer the petition from Midland Rye LLC to amend the City of Rye Zoning Code of the B-5 “Interchange Office Building” Zoning District to add two new permitted uses in the B-5 Zoning District to the Planning Commission, to consider amending the permitted uses to include medical offices and personal storage.

12. Authorize the implementation, and funding in the first instance of 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore for the Forest Avenue Corridor Accessibility Improvement Project.

Roll Call

By way of background, the adoption of this resolution (and its contents) are required by NYSDOT as part of the City's award of the TAP Grant in May 2019. The resolution requires that the City identify the appropriation of the funds for the entire \$1,848,500 cost of the project, of which 80% (or \$1,487,800) will be reimbursed by NYS. As identified in the 2020-2024 CIP, staff's current estimate is that this project will cost \$2,178,000. It is anticipated that this cost will increase depending on NYSDOT detailed design requirements, cost of grant compliance and other considerations that emerge in the public input and detailed design process. If additional funding is necessary another City Council resolution will be required to appropriate additional funds. The NYSDOT grant, however would remained capped at its original \$1,487,800 commitment. The City Council's adoption of this resolution will also be considered by staff as the authority to initiate work and to spend money towards the implementation of this project. The first step in that process will be to retain a design engineer. In order for design expenses to be reimbursed, staff will be adhering to NYSDOT procurement practices and procedures.

City Planner Miller explained that the program helps fund the capital improvement costs for the Forest Avenue Improvement Project, by which the City would pay 100 % of the project costs for an 80% reimbursement. He advised expecting an increase in proposed project cost. It is also unknown as to what the State will require for compliance. He stated that staff would keep the Council apprised of any information as it comes. The City would be securing consultants pursuant to the State's process.

Councilwoman Souza asked if the City had a sense of the cost of compliance. City Manager Serrano advised that the City does not yet know those details.

Councilwoman Goddard asked about the success rate of a municipality being content after compliance is fulfilled.

There was general discussion about the project and high potential cost of compliance with the State's wishes.

Councilwoman Hurd said that the City had been looking forward to the start of this project for a long time. She thanked City Planner Miller and resident Kelsey Johnson for their efforts in making this happen. She said she was thrilled that the Council was talking about moving forward. She said that with regard to compliance, the City can find ways to work around them and that she could not wait to get started on this. She said that the benefits outweighed the risk.

Councilman Mecca made a motion, seconded by Councilwoman Souza and unanimously carried, authorizing the implementation, and funding in the first instance of 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore for the Forest Avenue Corridor Accessibility Improvement Project.

ROLL CALL

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

13. Open the public hearing 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.

Jordan Fry, Snyder and Snyder, attorney for the applicant, addressed the Council. He showed the Council what the proposed façade would look like for the installation of the public utility wireless communication facility.

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

Councilwoman Goddard asked about the aesthetic of the alert signage. Mr. Fry responded that it would not be visible from the surrounding area at all.

Meemo Maasic, 181 Purchase Street, said that he lived 75 feet away from the proposed facility. He had concern that this type of facility can be harmful to human beings. He said he would appreciate the Council taking this into consideration.

Mr. Frye responded that the Telecommunications Act of 1996 prohibits the Council from considering RF emissions as a factor in deciding the application. Further, he stated that the proposal complies with the RF emission standards set forth by federal regulation.

There was discussion between Mr. Fry and the Council regarding the shot clock. There was a discrepancy between the applicant's attorney and the City on when the application was deemed fully submitted and when the shot clock began. Mr. Fry maintained that he would prepared to mutually agree to extend the shot clock so that the public hearing would be continued, but the City maintained that such action was not necessary as it takes the position that the next public hearing was well within the shot clock timeframe. The decided course of action was that Corporation Counsel Wilson would be in contact with attorney Leslie Snyder.

14. Update the City Financial Goals and Policies to increase unreserved fund balance in the General Fund to 10% of operating expenditures from the existing requirement of 5% of operating expenditures.

Roll Call

City Comptroller Fazzino addressed the Council. He said that the issue before the Council was to formally adopt the policy to increase the minimum level of unassigned General Fund balance from 5% to 10%. City staff had already been adhering to such a policy year after year, budgeting conservatively. He said that each budget season, staff projects results and use of fund balance that would maintain an unassigned fund balance of 10%. With the City staff conservatively budgeting, Mr. Fazzino said that most of the time, the City ends up with more than 10% at year-end. The goal is to put any additional fund balance over the 10% into capital projects. An important reason for this policy change is to help ensure that the City maintains its Aaa credit rating. Moody's recently rated the City, during the 2010 debt refunding. During the review, it was noted that the City's General Fund Balance as a percentage of General Fund Revenues is 9% less than the median ratio for Aaa rated credits in New York State. Mr. Fazzino said that 5% would be very low so the increase to 10% makes sense.

Councilman Souza made a motion, seconded by Councilwoman Hurd and unanimously carried, to increase unreserved fund balance in the General Fund to 10% of operating expenditures from the existing requirement of 5% of operating expenditures.

**ROLL CALL**

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

15. Resolution to amend the 2019 Adopted Fees and Charges for the Boat Basin to increase winter storage fees for both in-water and land storage.  
Roll Call

Councilwoman Hurd said that the Boat Basin Commission is requesting that the City Council amend the following 2019 Adopted Fees and Charges for the Boat Basin Enterprise Fund:

- Resident Land Storage from \$32 per foot to \$35 per foot
- Non-resident Land Storage from \$44 per foot to \$47 per foot
- Resident In-Water Storage from \$37 per foot to \$40 per foot
- Non-resident In-Water Storage from \$51 per foot to \$54 per foot

Councilwoman Hurd made a motion, seconded by Councilman Mecca and unanimously carried, to amend the 2019 Adopted Fees and Charges for the Boat Basin to increase winter storage fees for both in-water and land storage.

**ROLL CALL**

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

16. Consider setting a public hearing for October 2, 2019 for a T-Mobile application to modify an existing base station that does not substantially change the physical dimensions of such base station and referral of the application to the BAR for review and comment.

This item was withdrawn.

17. Approval of the election of one new member to the Rye Fire Department.

The Commissioner of Public Safety has advised that a background check for Joseph Tolve confirms that he is a viable candidate for a Volunteer Firefighter position at Milton Point Engine and Hose Company.

Councilman Souza made a motion, seconded by Councilman Mecca and unanimously carried, to approve the election of one new member to the Rye Fire Department.

18. Consideration of a request by the Midland Fair committee to approve a parade to precede the Midland Elementary School Fair on Saturday, April 27, 2020 from 9:00 a.m. to 10:15 a.m.

Councilwoman Souza made a motion, seconded by Councilwoman Mecca and unanimously carried, to approve a request by the Midland Fair committee to approve a parade to precede the Midland Elementary School Fair on Saturday, April 27, 2020 from 9:00 a.m. to 10:15 a.m.

19. Consideration of a request by the Midland Fair committee to allow two to three food trucks as part of the Midland Fair on April 25, 2020 from 10:00 a.m. to 3:00 p.m. The City Council will have to waive § 144-8D and G of the City Code.

Councilwoman Souza made a motion, seconded by Councilwoman Hurd and unanimously carried, to approve a request by the Midland Fair committee to allow two to three food trucks as part of the Midland Fair on April 25, 2020 from 10:00 a.m. to 3:00 p.m. The City Council will have to waive § 144-8D and G of the City Code.

#### ROLL CALL

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

20. Consider a request by the Sole Ryeders & Friends and the Rye High School Breast Cancer Awareness Club to have a TieTheTownPink breast cancer awareness campaign in the City of Rye during the month of October, 2019.

Councilwoman Souza made a motion, seconded by Councilman Mecca and unanimously carried, to approve a request by the Sole Ryeders & Friends and the Rye High School Breast Cancer Awareness Club to have a TieTheTownPink breast cancer awareness campaign in the

City of Rye during the month of October, 2019.

21. Consider a request by the Rye Merchants Association to close a portion of Purchase Street on Sunday, December 1, 2019 from 12:00 p.m. to 3:00 p.m. for the *Mistletoe Magic* event.

Councilwoman Souza made a motion, seconded by Councilman Mecca and unanimously carried, to approve the request close Purchase Street for its annual Mistletoe Magic event to be held this year on Sunday, December 1, 2019 from 10:00 a.m. to 4:00 p.m.

22. Consider a request by Christ’s Church Nursery School for use of the City streets on Saturday October 19, 2019 from 8:00 a.m. to 4:00 p.m. for their *Touch a Truck/Vehicle Fair* event.

Councilwoman Souza made a motion, seconded by Councilman Mecca and unanimously carried, to approve the request by Christ’s Church Nursery School for use of the City streets on Saturday October 19, 2019 from 8:00 a.m. to 4:00 p.m. for their Touch a Truck/Vehicle Fair event. This is an annual event.

23. Retroactive consideration of a request by Christ’s Church for use of City streets (Rectory Street) on Sunday, September 15, 2019 from 9:00 a.m. to 1:30 p.m. for their semi-annual picnic.

Councilwoman Souza made a motion, seconded by Councilman Mecca and unanimously carried, to retroactively approve a request by Christ’s Church for use of City streets (Rectory Street) on Sunday, September 15, 2019 from 9:00 a.m. to 1:30 p.m. for their semi-annual picnic.

24. Consideration of a request from the Rye Country Day School Upper School Environmental Club to organize a youth climate action demonstration on the Village Green on Friday, September 20, 2019 beginning at 12:15 pm.

Councilwoman Souza made a motion, seconded by Councilman Mecca and unanimously carried, to approve the request from the Rye Country Day School Upper School Environmental Club to organize a youth climate action demonstration on the Village Green on Friday, September 20, 2019 beginning at 12:15 pm.

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

There was nothing to report under this agenda item.

26. Old Business/New Business.

There was nothing to report under this agenda item.

27. 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 9:20 P.M.

Respectfully submitted,

Carolyn D'Andrea  
City Clerk



# CITY COUNCIL AGENDA

NO. DEPT.: Building DATE: October 2, 2019  
CONTACT: Christian Miller, City Planner

**AGENDA ITEM:** Continuation of a public hearing 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.

**FOR THE MEETING OF:**

SOctober 2, 2019

**RYE CITY CODE,**  
CHAPTER  
SECTION

**RECOMMENDATION:** That the Council continue the public hearing to consider the application.

**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 letter referencing BAR approval, copy of the application, affidavit of mailing and sign posting .

LAW OFFICES OF  
**SNYDER & SNYDER, LLP**

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DAVID L. SNYDER  
(1956-2012)

NEW JERSEY OFFICE  
ONE GATEWAY CENTER, SUITE 2600  
NEWARK, NEW JERSEY 07102  
(973) 824-9772  
FAX (973) 824-9774

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

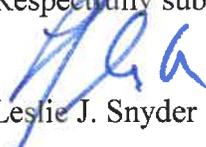
Honorable Mayor Cohn  
and Members of the City Council:

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.

We thank you for your consideration, and look forward to discussing this matter on September 18, 2019. If you have any questions or require any additional documentation, please do not hesitate to contact me at 914-333-0700.

Respectfully submitted,



Leslie J. Snyder

LJS:ap

Enclosures

cc: Verizon Wireless  
WFC Architects

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LAW OFFICES OF  
**SNYDER & SNYDER, LLP**

94 WHITE PLAINS ROAD  
TARRYTOWN, NEW YORK 10591

(914) 333-0700

FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS

[lsnyder@snyderlaw.net](mailto:lsnyder@snyderlaw.net)

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(973) 824-9772  
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REPLY TO:

WESTCHESTER OFFICE

September 13, 2019

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

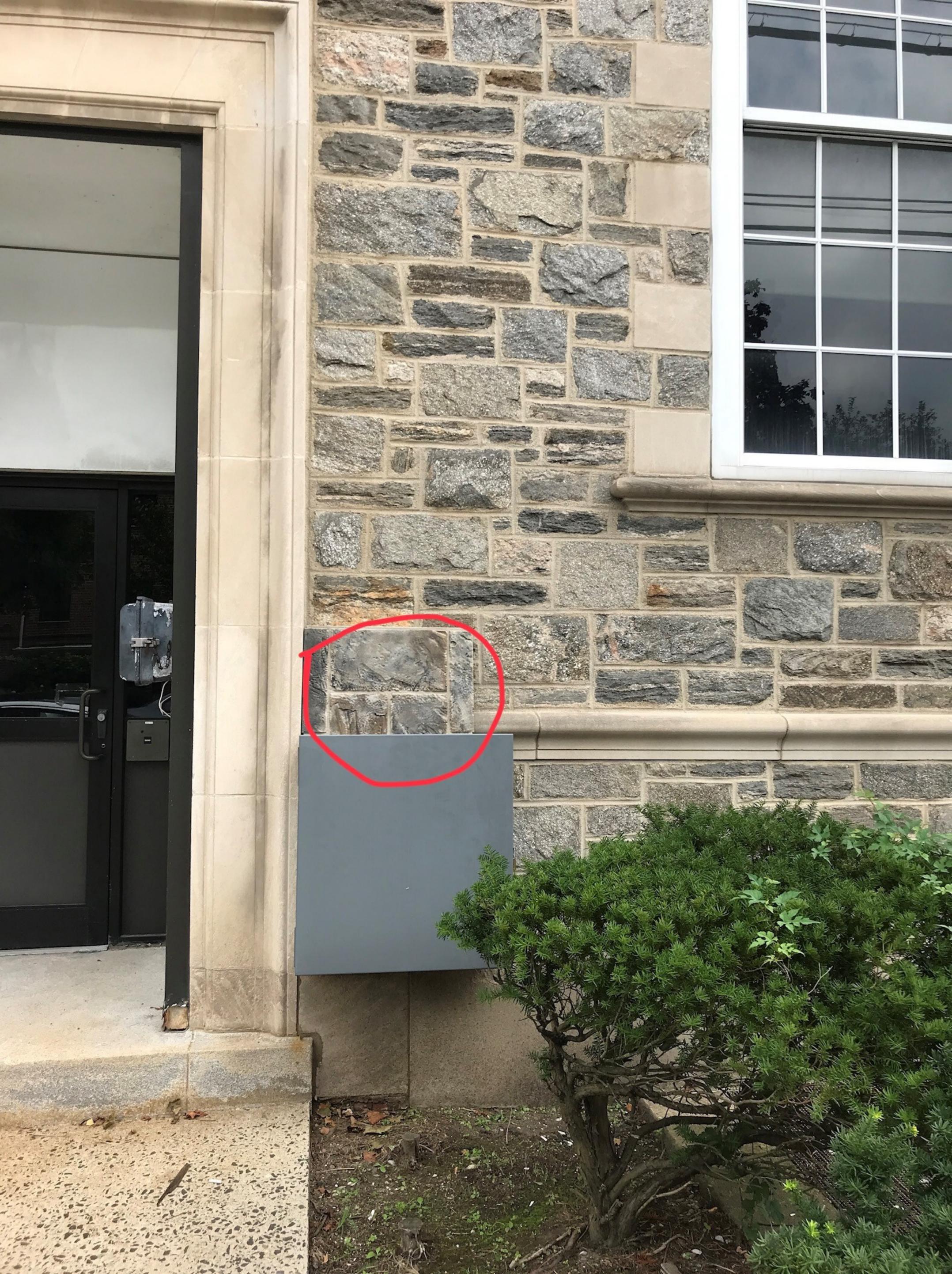
Re: Special Permit Application by New York SMSA Limited Partnership d/b/a Verizon Wireless to Install a Public Utility Wireless Telecommunications Facility on the Roof of the Building Located at 182 Purchase Street, Rye, New York

Honorable Mayor Cohn  
and Members of the City Council:

As you recall, 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 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.

Pursuant to Section 196-16 of the City of Rye Code, the City Council on August 7, 2019 referred Verizon Wireless' application to the Board of Architectural Review ("BAR") for advisory review prior to the public hearing scheduled for September 18, 2019.

I am pleased to report that the BAR reviewed the application on August 19, 2019 and on September 9, 2019. On September 9, 2019, the BAR unanimously voted in favor of application, finding that the screened enclosure has been designed with materials to match the existing building and that the Facility has been integrated as an architectural feature of the building and camouflaged to match the character of the surroundings so that the Facility will be concealed from view by the casual observer. A photograph of the sample of the materials in relation to the building is attached.



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

### 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				<input type="checkbox"/>
Appeals				<input type="checkbox"/>
Architectural Review				<input type="checkbox"/>
Conservation				<input type="checkbox"/>
Landmarks				<input type="checkbox"/>
Planning Commission				<input type="checkbox"/>
Building Inspector				<input type="checkbox"/>
City Engineer				<input type="checkbox"/>
City Planner				<input type="checkbox"/>
Other:				<input type="checkbox"/>

**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:

  
Applicant Signature

5/9/19  
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

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.

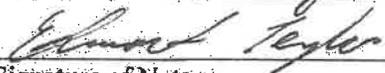
By:   
Authorized Signatory

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  
4<sup>th</sup> 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, 20 17

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

-----X

**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").<sup>1</sup> 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

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<sup>1</sup> A copy of the Shot Clock Order is available at [http://hraunfoss.fcc.gov/edocs\\_public/attachmatch/FCC-09-99A1.pdf](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."<sup>2</sup>

#### **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 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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<sup>2</sup> 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<sup>3</sup> 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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<sup>3</sup> 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.



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**

# CONTENTS

<b>INTRODUCTION AND SUMMARY</b>	<b>3</b>
<b>ANTENNA AND TRANSMISSION DATA</b>	<b>5</b>
<b>COMPLIANCE ANALYSIS</b>	<b>6</b>
<b>COMPLIANCE CONCLUSION</b>	<b>13</b>

## **CERTIFICATION**

### **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.

<b>General Data</b>	
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)
<b>746 MHz Antenna Data</b>	
Antenna Models (Max. Gain)	Commscope NHH-45A-R2B (15.5 dBi)
RF Channels per Sector	2 @ 60 watts
<b>1900 MHz Antenna Data</b>	
Antenna Models (Max. Gain)	Commscope NHH-45A-R2B (19.0 dBi)
RF Channels per Sector	2 @ 60 watts
<b>2100 MHz Antenna Data</b>	
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.

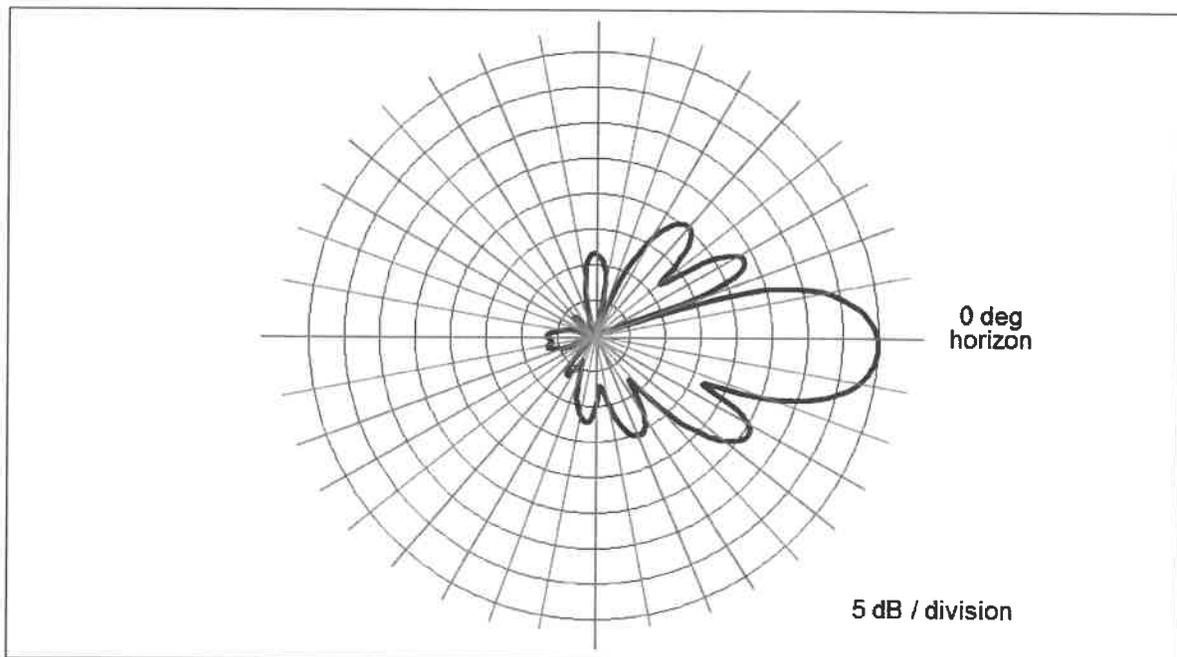
In this type of antenna pattern diagram, the antenna is effectively pointed at the three o’clock position (the horizon) and the relative strength of the pattern at different angles is described using decibel units.

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 1/100<sup>th</sup> of the maximum that occurs in the main beam (at 0 degrees); at 30 dB, the energy is 1/1,000<sup>th</sup> 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.

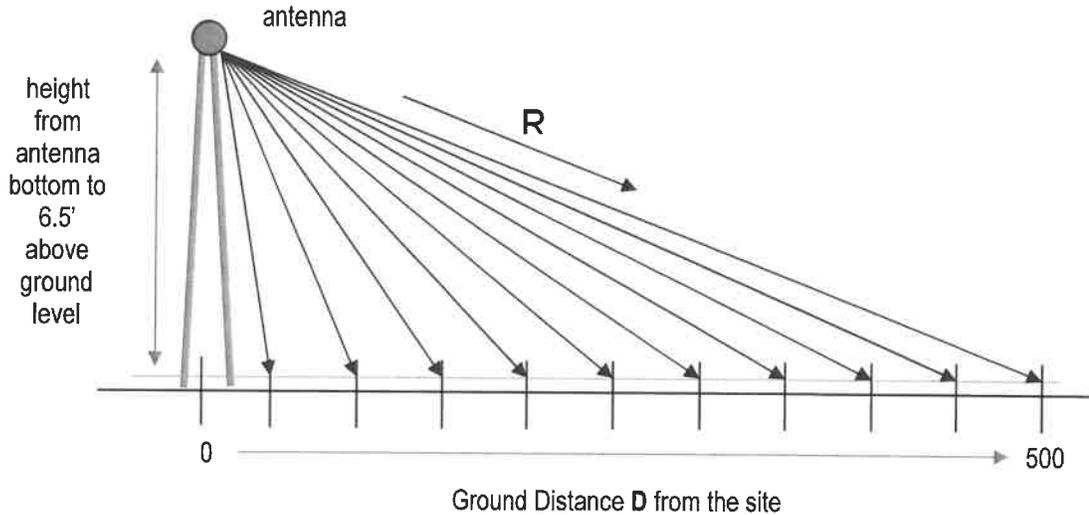
The formula for street-level RF compliance calculations for any given wireless antenna operation is as follows:

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

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
$10^{(\text{Gmax-Vdisc}/10)}$	=	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.

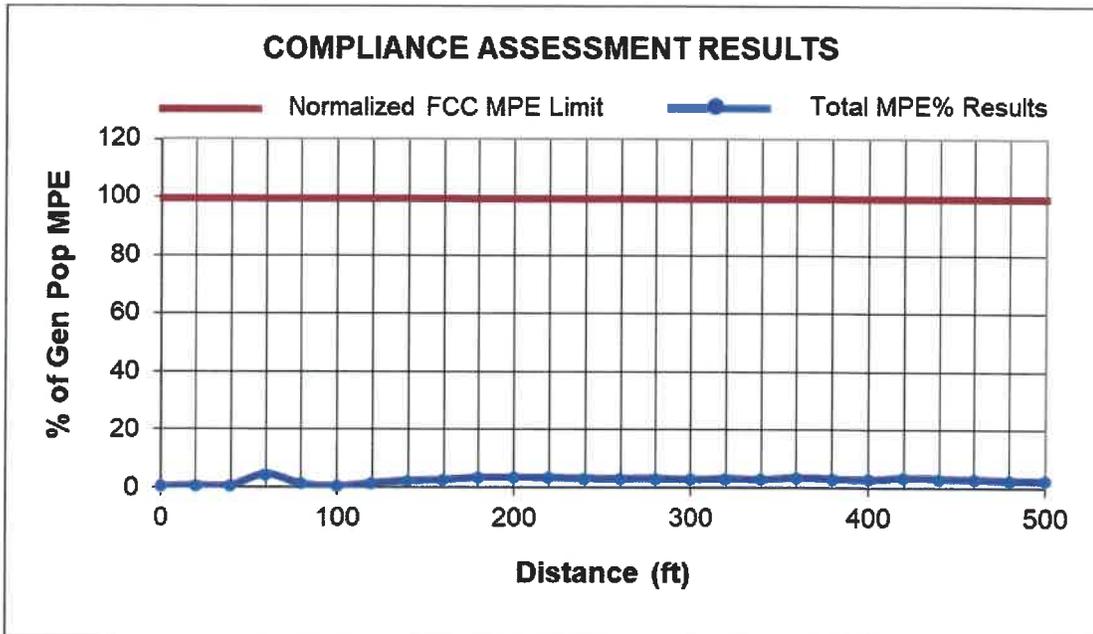
The net result of these assumptions is to significantly overstate the calculated RF exposure levels relative to the levels that will actually occur – and the purpose of this conservatism is to allow very “safe-side” conclusions about compliance.

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.

<b>Ground Dist (ft)</b>	<b>Verizon 746 MHz MPE%</b>	<b>Verizon 1900 MHz MPE%</b>	<b>Verizon 2100 MHz MPE%</b>	<b>Total MPE%</b>
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	<b>4.4314</b>
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.

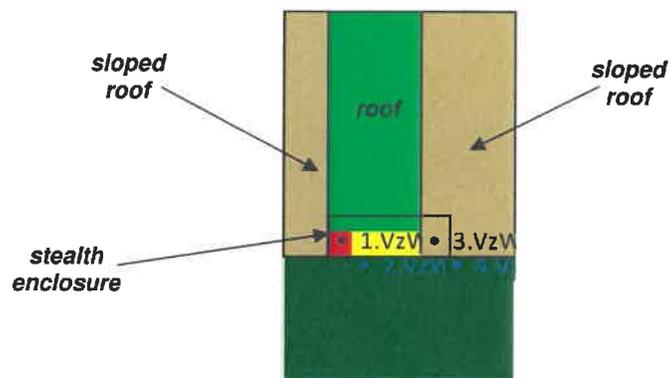
RF levels in the near field of an antenna depend on the power input to the antenna, the antenna's length and horizontal beamwidth, the mounting height of the antenna above nearby roof, and one's position and distance from the antenna. RF levels in front of a directional antenna are higher than they are 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

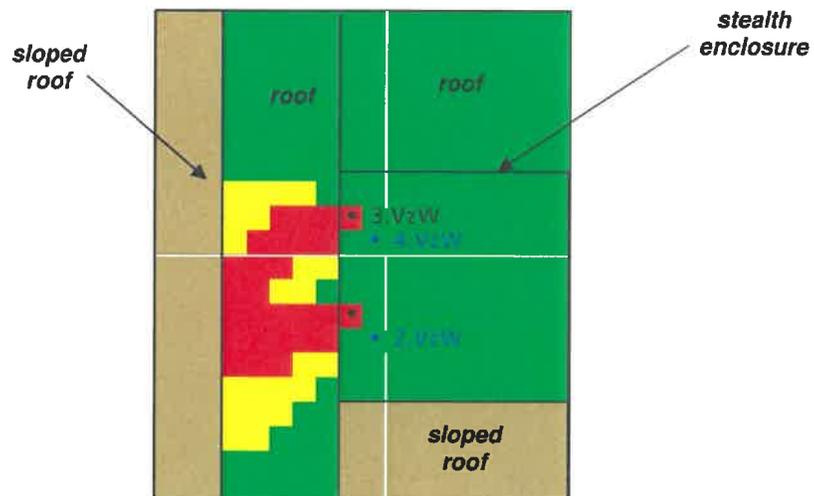
population MPE limit, red for areas where the FCC occupational limit is exceeded, and yellow for RF levels between those extremes.

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

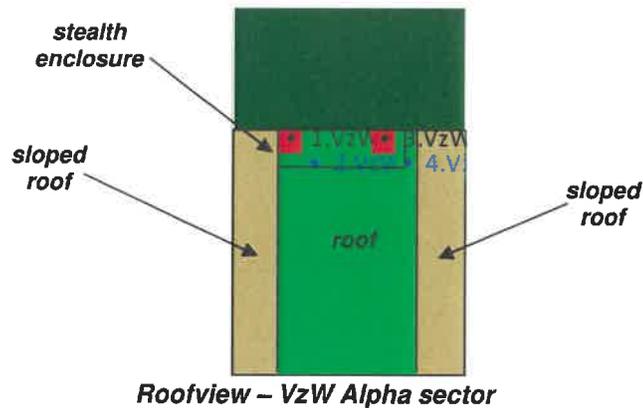
The *RoofView* graphic outputs for the areas surrounding the Verizon Wireless antenna sectors on the roof are reproduced below and on the next page.



**Roofview – VzW Alpha sector**



**Roofview – VzW Beta sector**



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).

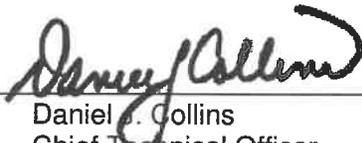
The results of the calculations, along with the described RF mitigation, combine to satisfy the FCC's RF compliance requirements and associated guidelines.

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.

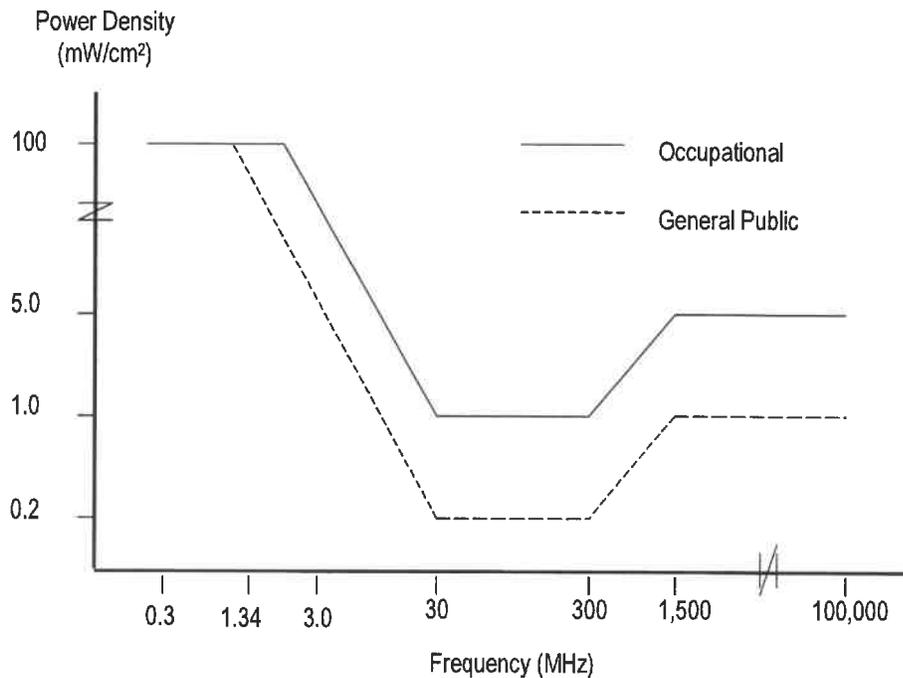
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in 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<sup>2</sup>). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm<sup>2</sup> reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm <sup>2</sup> )	General Public Exposure (mW/cm <sup>2</sup> )
0.3 - 1.34	100	100
1.34 - 3.0	100	180 / F <sup>2</sup>
3.0 - 30	900 / F <sup>2</sup>	180 / F <sup>2</sup>
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**

<p><b>Synopsis:</b></p>	<ul style="list-style-type: none"> <li>• 40+ years of experience in all aspects of wireless system engineering, related regulation, and RF exposure</li> <li>• 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</li> <li>• Has provided testimony as an RF compliance expert more than 1,500 times since 1997</li> <li>• 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</li> </ul>
<p><b>Education:</b></p>	<ul style="list-style-type: none"> <li>• B.E.E., City College of New York (Sch. Of Eng.), 1971</li> <li>• M.B.A., 1982, Fairleigh Dickinson University, 1982</li> <li>• Bronx High School of Science, 1966</li> </ul>
<p><b>Current Responsibilities:</b></p>	<ul style="list-style-type: none"> <li>• Leads all PTG staff work involving RF safety and FCC compliance, microwave and satellite system engineering, and consulting on wireless technology and regulation</li> </ul>
<p><b>Prior Experience:</b></p>	<ul style="list-style-type: none"> <li>• Edwards &amp; Kelcey, VP – RF Engineering and Chief Information Technology Officer, 1996-99</li> <li>• Bellcore (a Bell Labs offshoot after AT&amp;T's 1984 divestiture), Executive Director – Regulation and Public Policy, 1983-96</li> <li>• AT&amp;T (Corp. HQ), Division Manager – RF Engineering, and Director – Radio Spectrum Management, 1977-83</li> <li>• AT&amp;T Long Lines, Group Supervisor – Microwave Radio System Design, 1972-77</li> </ul>
<p><b>Specific RF Safety / Compliance Experience:</b></p>	<ul style="list-style-type: none"> <li>• Involved in RF exposure matters since 1972</li> <li>• Have had lead corporate responsibility for RF safety and compliance at AT&amp;T, Bellcore, Edwards &amp; Kelcey, and PTG</li> <li>• While at AT&amp;T, helped develop the mathematical models for calculating RF exposure levels</li> <li>• 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</li> </ul>
<p><b>Other Background:</b></p>	<ul style="list-style-type: none"> <li>• Author, <i>Microwave System Engineering</i> (AT&amp;T, 1974)</li> <li>• Co-author and executive editor, <i>A Guide to New Technologies and Services</i> (Bellcore, 1993)</li> <li>• 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</li> <li>• Have published more than 35 articles in industry magazines</li> </ul>

Exhibit 3  
FCC Licenses



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

**RADIO STATION AUTHORIZATION**

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY  
 CELLCO PARTNERSHIP  
 1120 SANCTUARY PKWY, #150 GA SA 5 REG  
 ALPHARETTA, GA 30009-7630

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

FCC Registration Number (FRN): 0003290673

<b>Grant Date</b> 11-29-2006	<b>Effective Date</b> 01-04-2014	<b>Expiration Date</b> 11-29-2021	<b>Print Date</b>
<b>Market Number</b> CMA001	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> New York, NY-NJ/Nassau-Suffolk			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

**Conditions:**

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

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

**Licensee Name:** CELLCO PARTNERSHIP

**Call Sign:** WQGB263

**File Number:**

**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 law or regulation including, but not limited to, 47 U.S.C. Section 222(a) and (c)(1) and the FCC's implementing regulations. The Agreement is published at VoiceStream-DT Order, IB Docket No. 00-187, FCC 01-142, 16 FCC Rcd 9779, 9853 (2001).

CONFIDENTIAL COPY

**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

<b>Call Sign</b> KNLH264	<b>File Number</b> 0007716974
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

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

**Waivers/Conditions:**

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

This authorization is conditioned upon the full and timely payment of all monies due pursuant to Sections 1.2110 and 24.716 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

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

FCC Registration Number (FRN): 0003290673

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

**Waivers/Conditions:**

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

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

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

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

**Licensee Name:** CELCO 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.

Original Copy



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

**RADIO STATION AUTHORIZATION**

LICENSEE: AIRTOUCH CELLULAR

ATTN: REGULATORY  
 AIRTOUCH CELLULAR  
 5055 NORTH POINT PKWY, N#2NE NETWORK ENGINEERING  
 ALPHARETTA, GA 30022

<b>Call Sign</b> KNLF644	<b>File Number</b> 0007490664
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0006146468

<b>Grant Date</b> 12-02-2016	<b>Effective Date</b> 12-02-2016	<b>Expiration Date</b> 01-03-2027	<b>Print Date</b> 12-03-2016
<b>Market Number</b> BTA321	<b>Channel Block</b> C	<b>Sub-Market Designator</b> 3	
<b>Market Name</b> New York, NY			
<b>1st Build-out Date</b> 12-07-2003	<b>2nd Build-out Date</b> 01-03-2007	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

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.

<b>Conditions:</b> 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 <a href="http://wireless.fcc.gov/uls/index.htm?job=home">http://wireless.fcc.gov/uls/index.htm?job=home</a> 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).

Original Copy



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

**RADIO STATION AUTHORIZATION**

LICENSEE: CELLCO PARTNERSHIP

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

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

FCC Registration Number (FRN): 0003290673

<b>Grant Date</b> 11-29-2006	<b>Effective Date</b> 03-30-2016	<b>Expiration Date</b> 11-29-2021	<b>Print Date</b>
<b>Market Number</b> BEA010	<b>Channel Block</b> B	<b>Sub-Market Designator</b> 15	
<b>Market Name</b> New York-No. New Jer.-Long Isl			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

**Conditions:**

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

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

Exhibit 4  
RF Affidavit



## 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**

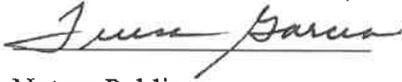
Based on the foregoing, the requested approvals should be granted forthwith.

Respectfully submitted,

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

Signed before me this

23<sup>rd</sup> day of May, 2019 ,



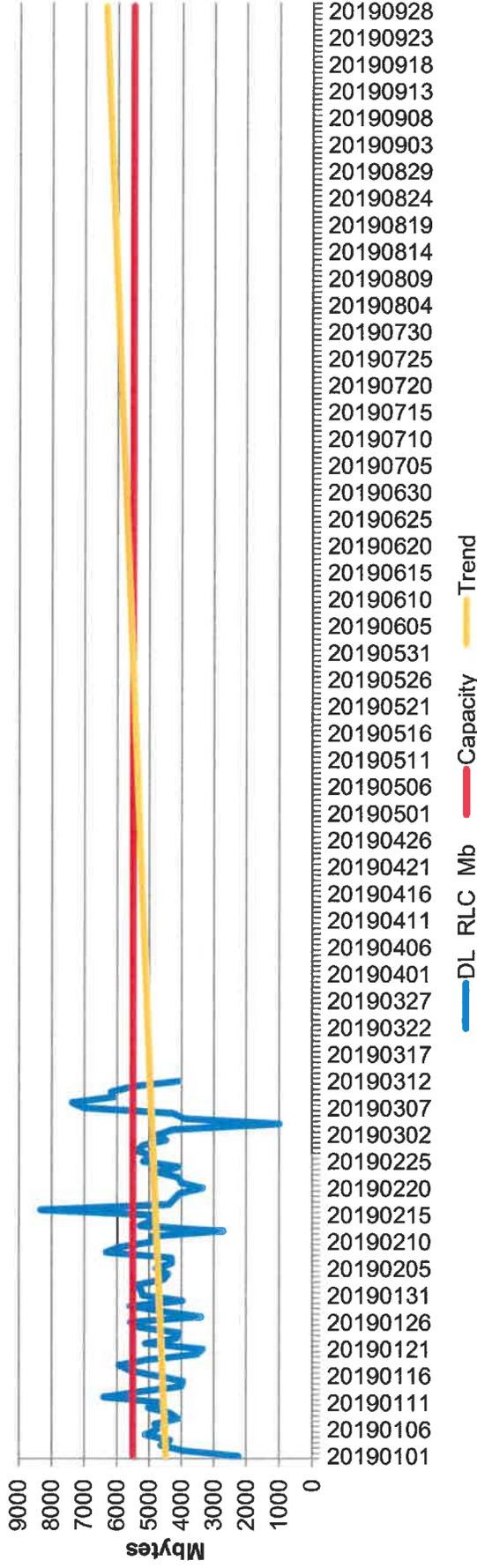
Notary Public

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

# Exhibit A

# Westchester Country Club Projected Demand

## Westchester Country Club (FDV)



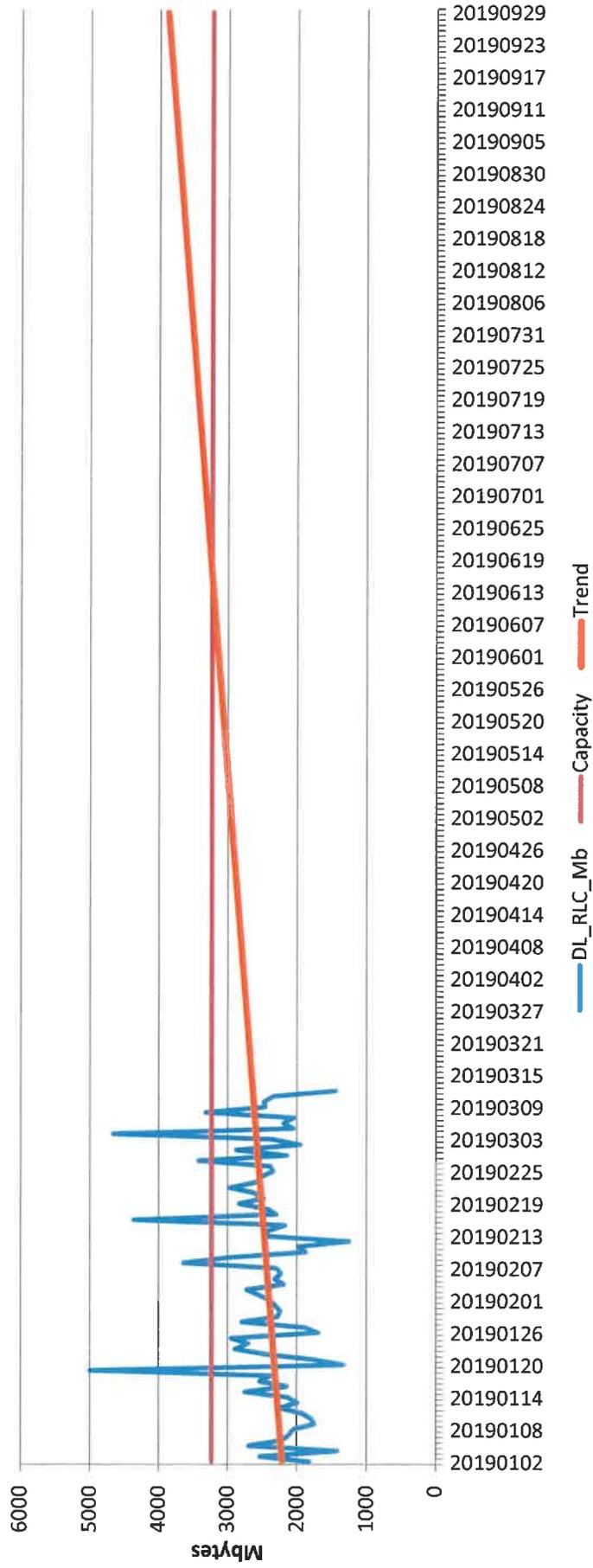
**Reached Maximum Capacity in Q1 2019**



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

## PORTCHESTER\_2 - 78293\_3 (FDV)



Reached Maximum Capacity in Q1 2019



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.

# 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



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.

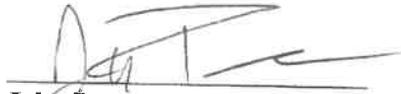
5. Pursuant to Section 196-5(I)(1)(c) of the City Code, I researched whether the Facility could be located in commercially zoned areas along Interstate 95, Interstate 287 or railroad tracks. It is respectfully submitted that there are no properties within commercially zoned areas along Interstate 95, 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  
25<sup>th</sup> day of June, 2019



Notary Public

Attorney at Law State of NJ ID: 048302011

Z:\SSDATA\WPDATA\ISS4\WP\NEWBANM\Breyer\Small Cell Sites\Rye\Zoning\Alternatives Analysis.finrev.rtf

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 1 is 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>B. Government Approvals, Funding, or Sponsorship.</b> (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)		
<b>Government Entity</b>	<b>If Yes: Identify Agency and Approval(s) Required</b>	<b>Application Date (Actual or projected)</b>
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Special Permit - City Council	
b. City, Town or Village <input type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Building Permit - Building Department	
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Rockland County Planning - NYS General Municipal Law 239-M	
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> <li>• <b>If Yes</b>, complete sections C, F and G.</li> <li>• <b>If No</b>, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
_____	
_____	
_____	

<b>C.3. Zoning</b>	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? RA-3	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>C.4. Existing community services.</b>	
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**

<b>D.1. Proposed and Potential Development</b>	
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? 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: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d. Is the proposed action a subdivision, or does it include a subdivision? If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  ii. Is a cluster/conservation layout proposed? iii. Number of lots proposed? _____ iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e. Will the proposed action be constructed in multiple phases? 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: _____ _____ _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
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?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 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

<ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will a line extension within an existing district be necessary to serve the project? If Yes:  <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul> </li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? If Yes:</p> <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul> <p>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): _____</p> <p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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? If Yes:</p> <p>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)</p> <p>ii. Describe types of new point sources. _____</p> <p>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)? _____</p> <ul style="list-style-type: none"> <li>• If to surface waters, identify receiving water bodies or wetlands: _____</li> <li>• Will stormwater runoff flow to adjacent properties? _____</li> </ul>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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? If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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? If Yes:</p> <p>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)</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

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): \_\_\_\_\_

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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:		ii. During Operations:	
• Monday - Friday:	_____ 7:30am - 6:30pm _____	• Monday - Friday:	_____ N/A _____
• Saturday:	_____ 10:00am-5:00pm _____	• Saturday:	_____ N/A _____
• Sunday:	_____ N/A _____	• Sunday:	_____ N/A _____
• Holidays:	_____ 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: \_\_\_\_\_

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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:

<input type="checkbox"/> Well Drained:	_____	N/A % of site
<input type="checkbox"/> Moderately Well Drained:	_____	N/A % of site
<input type="checkbox"/> Poorly Drained	_____	N/A % of site

f. Approximate proportion of proposed action site with slopes:

<input type="checkbox"/> 0-10%:	_____	N/A % of site
<input type="checkbox"/> 10-15%:	_____	N/A % of site
<input type="checkbox"/> 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: \_\_\_\_\_

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?  Yes  No

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

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 five 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.

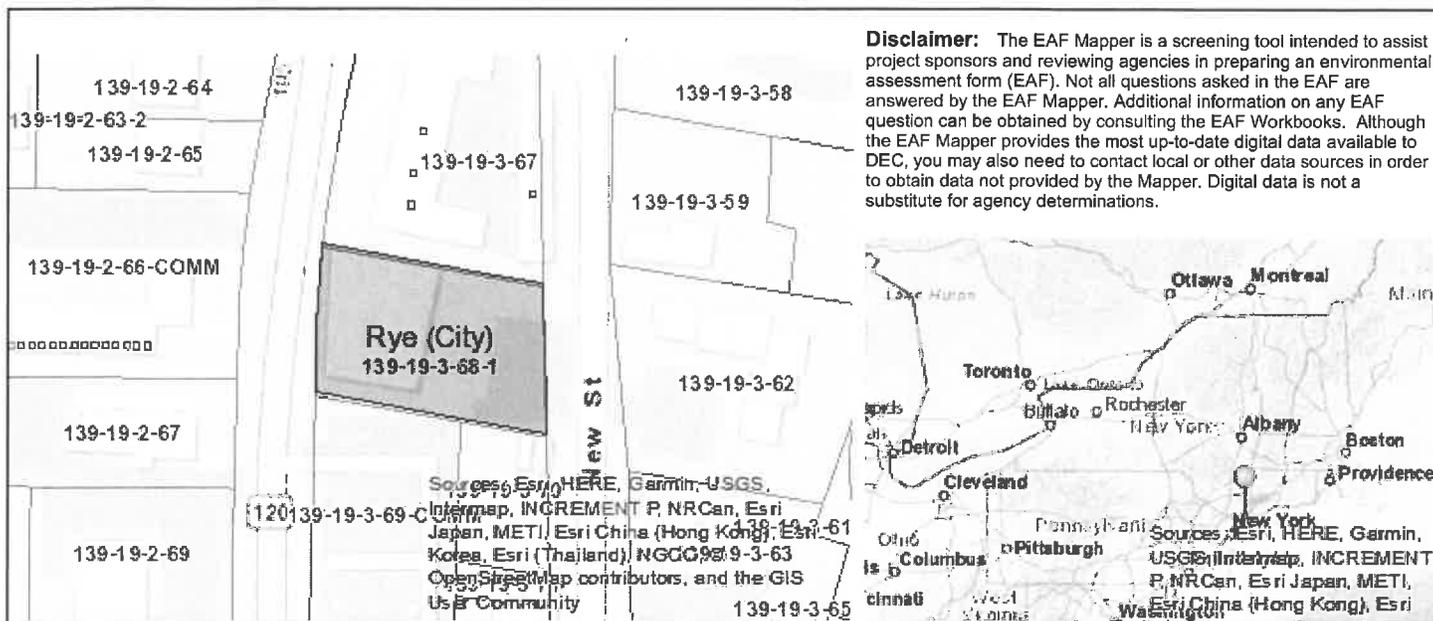
**G. Verification**

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

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

Signature [Handwritten Signature] Title PARTNER





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:

<u>Description of View Point</u>	<u>Approximate Distance to Site</u>
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:

<u>Description of View Point</u>	<u>Approximate Distance to Site</u>
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 structures 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, 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 structures 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



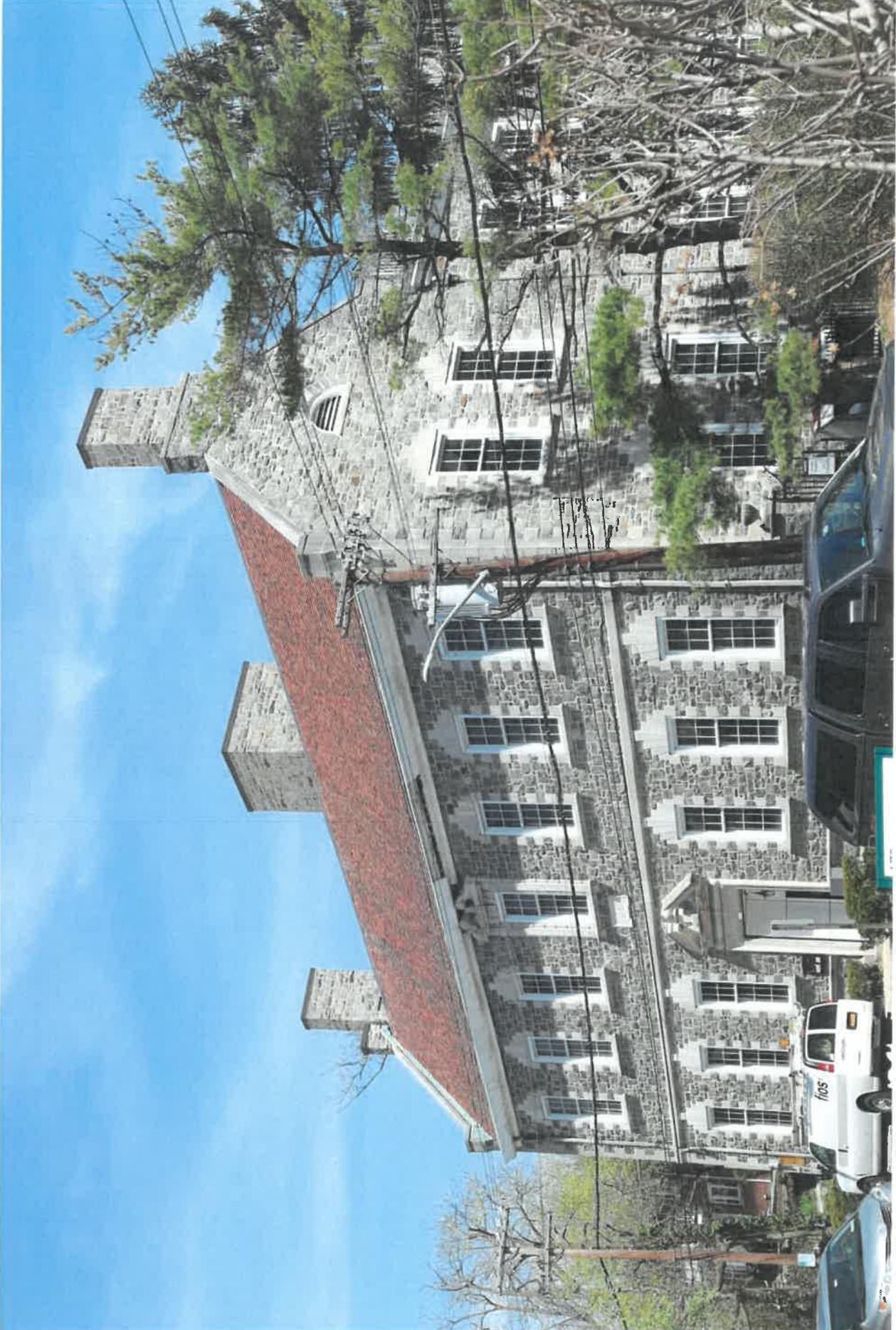
Computer simulated photo by Creative Visuals LLC

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



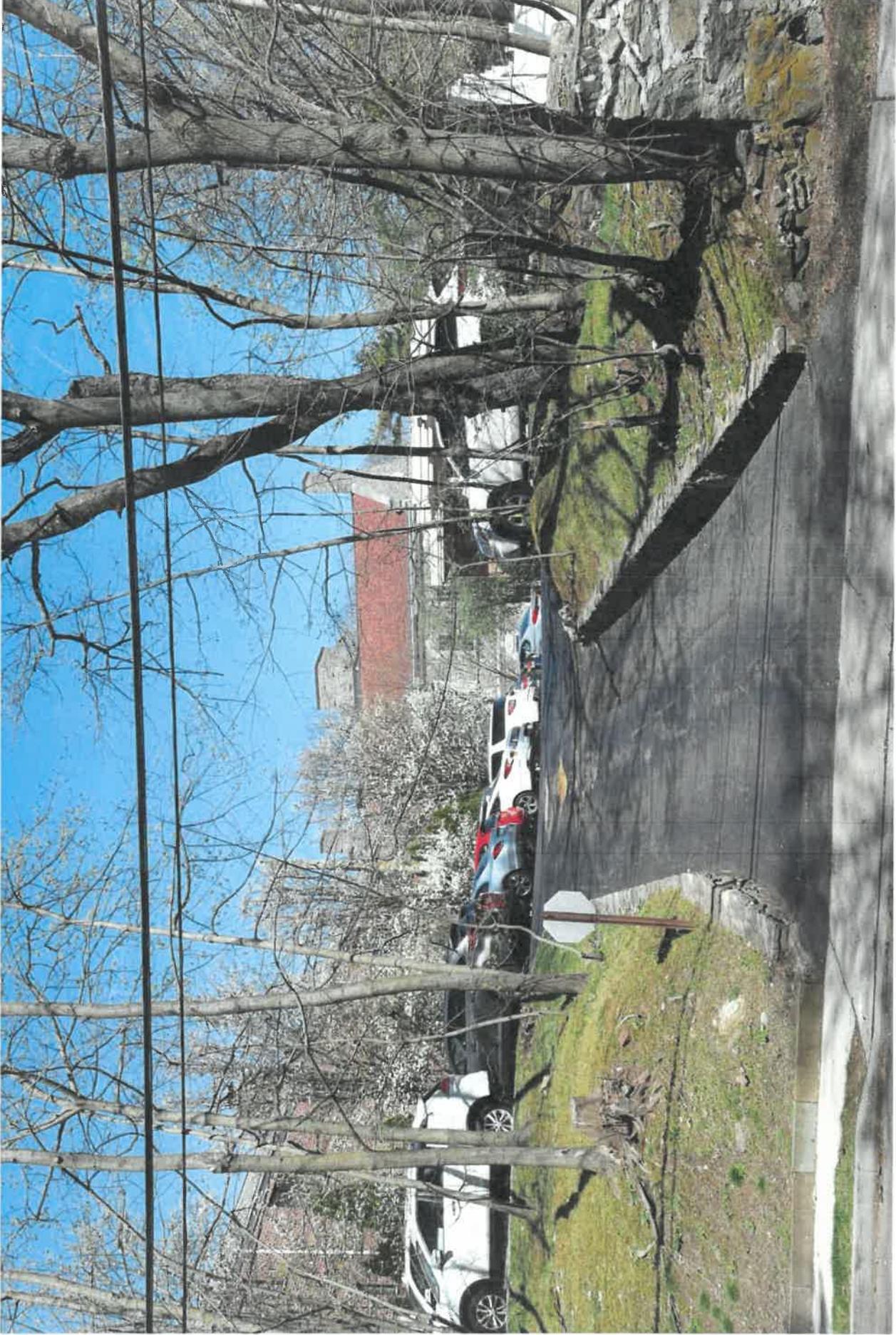
Computer simulated photo by Creative Visuals LLC

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)

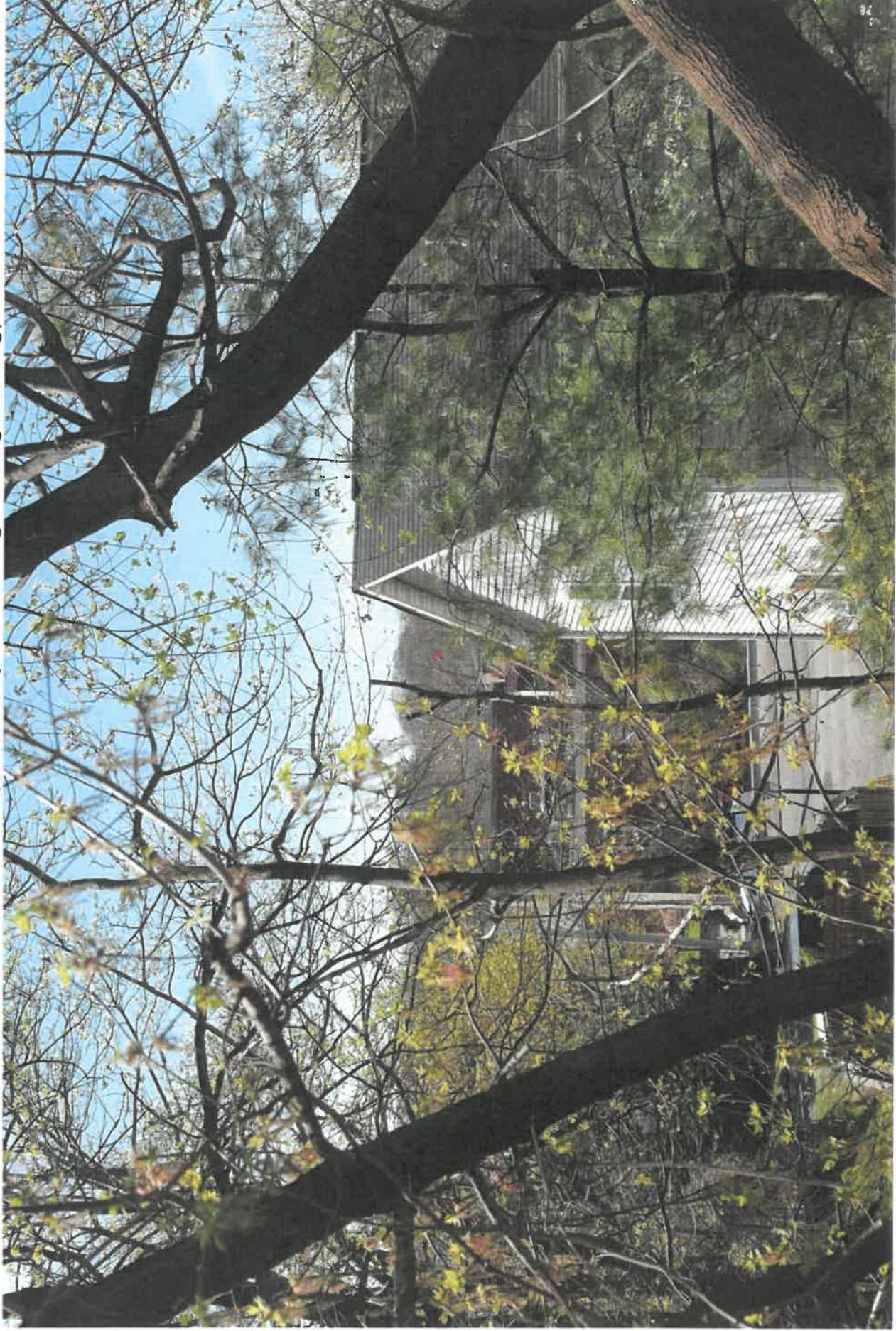


Photo by Creative Visuals LLC

Exhibit 9  
Colocation Letter

15505 Sand Canyon Ave  
Irvine, CA 92618

Wayne Igawa  
Manager – Global Real Estate  
Transactions - West

May 30, 2019

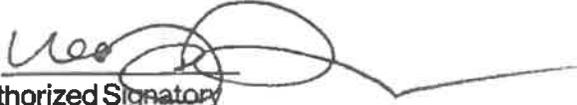
Honorable Mayor Cohn  
and Members of the City Council  
City of Rye  
1051 Boston Post Rd.  
Rye, New York 10580

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<sup>✓</sup>



ZONING DRAWINGS FOR WIRELESS COMMUNICATIONS FACILITY:

**RYE VZCO SC**  
 182 PURCHASE ST, RYE, NY 10580

WFC PROJECT NO: 14-10947



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



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

**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
V2W 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):	68.1
DISTRICT:	RA-3

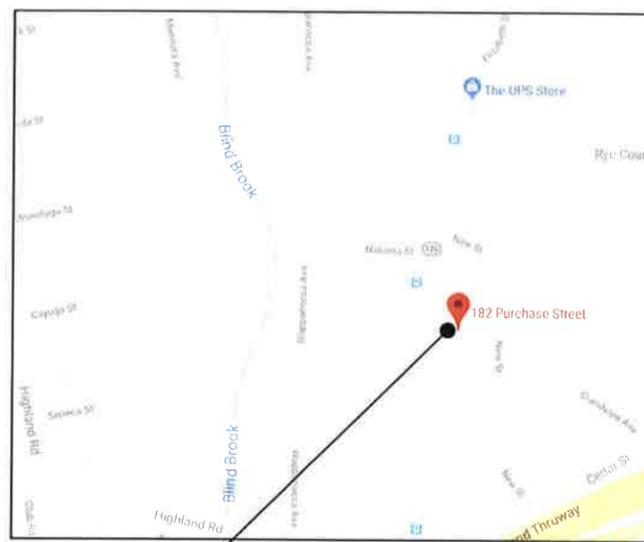
**PROJECT CONTACTS**

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	
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**



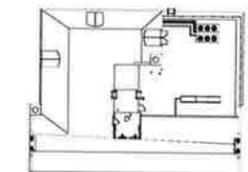
SITE LOCATION NORTH

**KEY MAP**



SITE LOCATION SCALE: 1" = 200' NORTH

KEY PLAN:



PURCHASE STREET



RYE VZCO SC  
 SMALL CELL ARRAY  
 182 PURCHASE STREET  
 RYE, NY.

TITLE SHEET

DATE:	09/11/15
PROJECT NO:	14-10947
DRAWN BY:	PF
CHECKED BY:	GO
SCALE:	AS NOTED

DRAWING NO:  
**T-100.00**  
 SHEET NO: 1 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)

(2) PROPOSED VERIZON WIRELESS GPS ANTENNA MOUNTED TO  
PROPOSED ANTENNA MOUNTS

(2) PROPOSED VERIZON WIRELESS BETA SECTOR PANEL ANTENNAS MOUNTED  
WITHIN PROPOSED RF SCREENING ENCLOSURE ATOP EXISTING BULKHEAD

(2) PROPOSED VERIZON WIRELESS GAMMA SECTOR PANEL  
ANTENNAS MOUNTED WITHIN PROPOSED RF SCREENING  
ENCLOSURE ATOP EXISTING END WALL

55'-6"  
T.O. PROPOSED VERIZON WIRELESS  
RF SCREENING AT BULKHEAD

55'-6"  
T.O. PROPOSED VERIZON WIRELESS  
RF ENCLOSURE AT END WALLS

54'-6"  
T.O. PROPOSED VERIZON WIRELESS  
ANTENNAS

52'-6"  
RAD C.L. PROPOSED VERIZON WIRELESS  
ANTENNAS

49'-6"  
T.O. EXISTING BUILDING PARAPET

EXISTING MASONRY FACADE

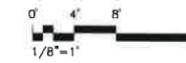
0'-0"  
GRADE

PROPOSED VERIZON WIRELESS RF SCREENING ENCLOSURE  
ATOP EXISTING BULKHEAD TO MATCH EXISTING BUILDING

(2) PROPOSED VERIZON WIRELESS ALPHA SECTOR PANEL  
ANTENNAS MOUNTED WITHIN PROPOSED RF SCREENING  
ENCLOSURE ATOP EXISTING END WALL



**1 WEST ELEVATION**  
SCALE = 1/8" = 1'-0"



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)

PROPOSED VERIZON WIRELESS RF SCREENING ENCLOSURE  
ATOP EXISTING BULKHEAD TO MATCH EXISTING BUILDING

(2) PROPOSED VERIZON WIRELESS ALPHA SECTOR PANEL  
ANTENNAS MOUNTED WITHIN PROPOSED RF SCREENING  
ENCLOSURE ATOP EXISTING END WALL

(2) PROPOSED VERIZON WIRELESS BETA SECTOR PANEL  
ANTENNAS MOUNTED WITHIN PROPOSED RF SCREENING  
ENCLOSURE ATOP EXISTING BULKHEAD

55'-6"  
T.O. PROPOSED VERIZON WIRELESS RF  
ENCLOSURE AT ENDWALLS & BULKHEAD

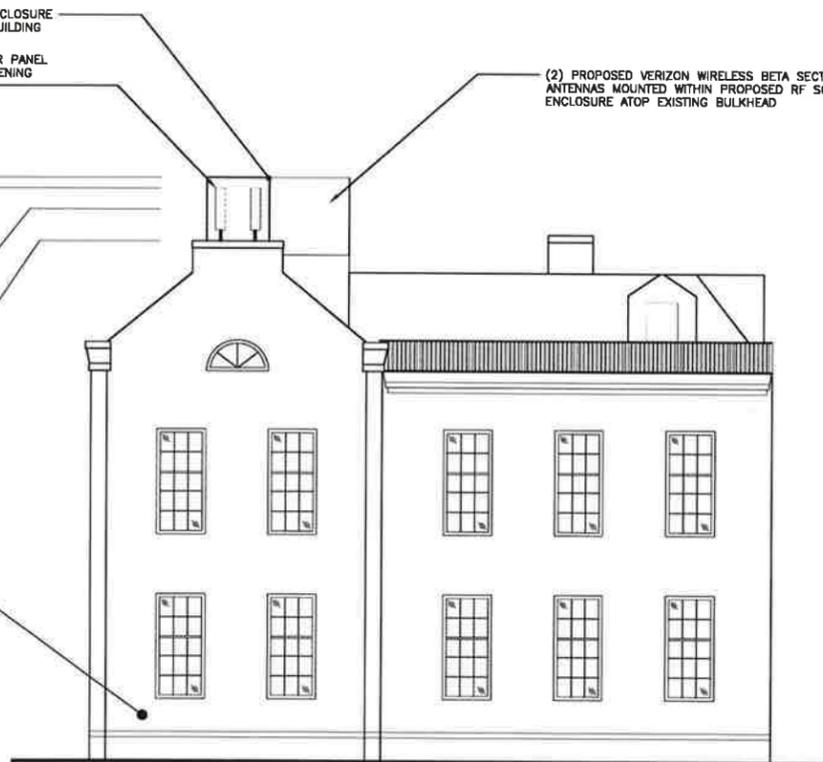
54'-6"  
T.O. PROPOSED VERIZON  
WIRELESS ANTENNAS

52'-6"  
RAD C.L. PROPOSED VERIZON WIRELESS  
ANTENNAS

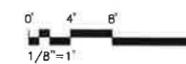
49'-6"  
T.O. EXISTING BUILDING PARAPET

EXISTING MASONRY FACADE

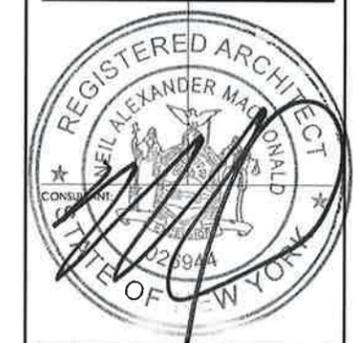
0'-0"  
GRADE



**2 SOUTH ELEVATION**  
SCALE = 1/8" = 1'-0"



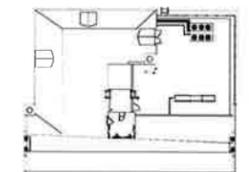
ARCHITECTS  
12.1 TECHNOLOGY DRIVE, SETAUKET, NY 11733  
P. 631.689.8450 | F. 631.689.8459 | www.wfcaia.com



NO.	DATE	SUBMISSION
0	02/15/19	ISSUED FOR REVIEW
1	05/10/19	ADDED RADJUS MAP
2	06/11/19	ISSUED FOR FILING

NO.	DATE	REVISION

KEY PLAN:



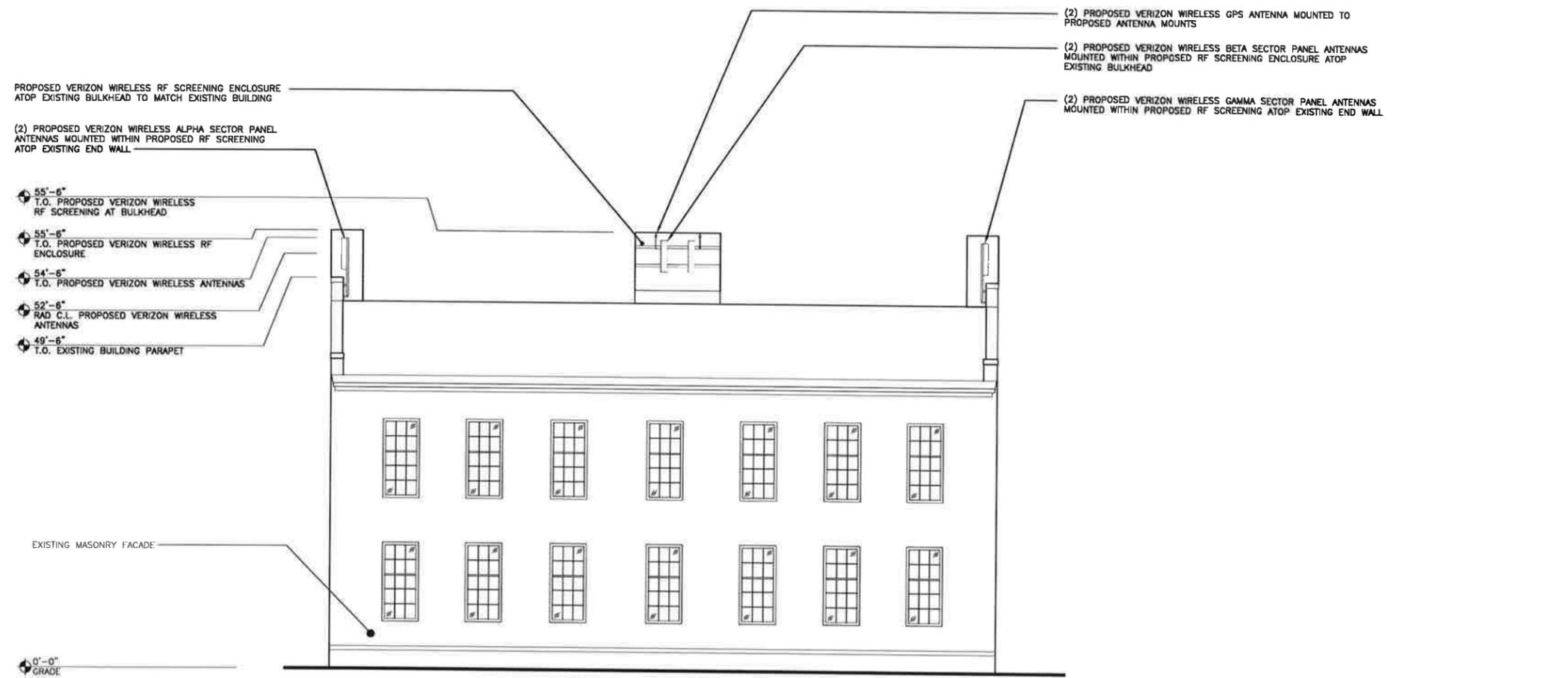
RYE VZCO SC  
SMALL CELL ARRAY  
182 PURCHASE STREET  
RYE, N.Y.

TITLE: WEST SIDE AND SOUTH SIDE ELEVATIONS

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

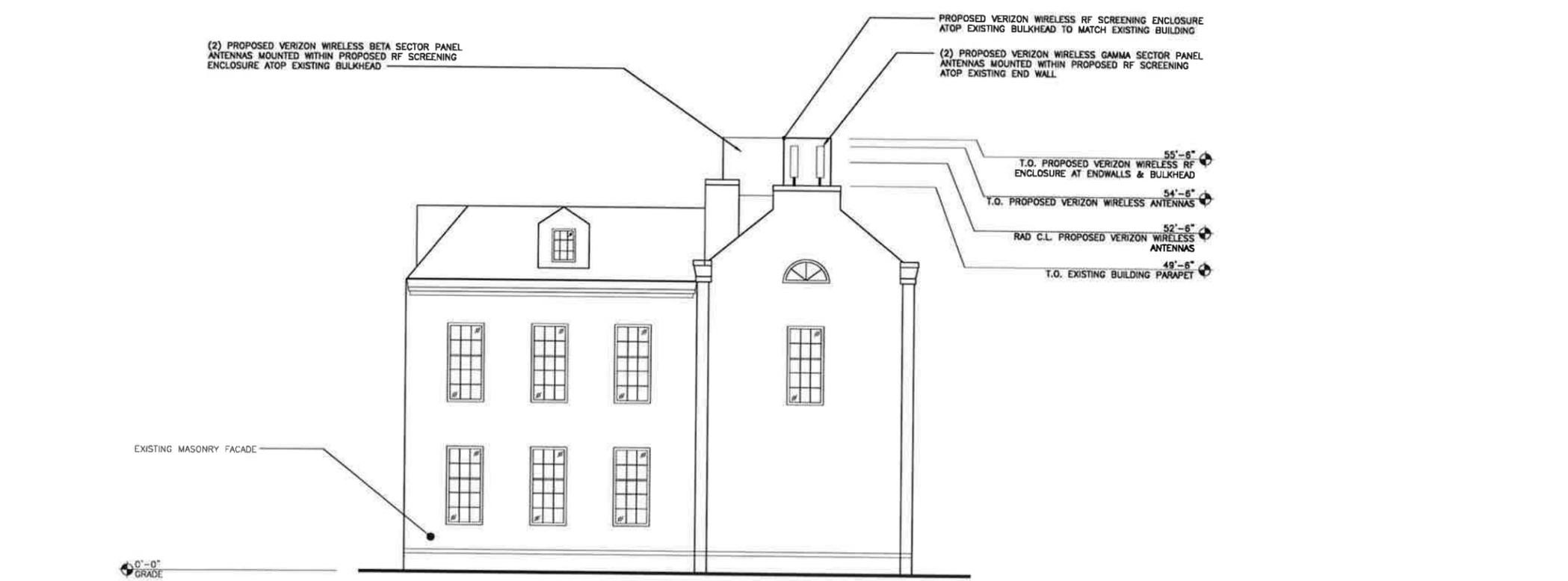
DRAWING NO: **SP-101.00**  
SHEET NO: 3 OF 6

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"

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)



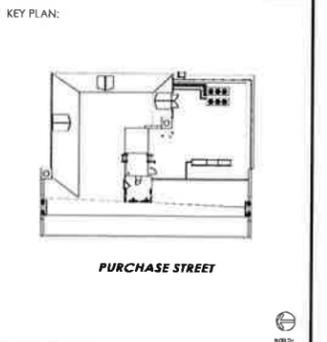
**2 NORTH ELEVATION**  
SCALE = 1/8" = 1'-0"



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



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



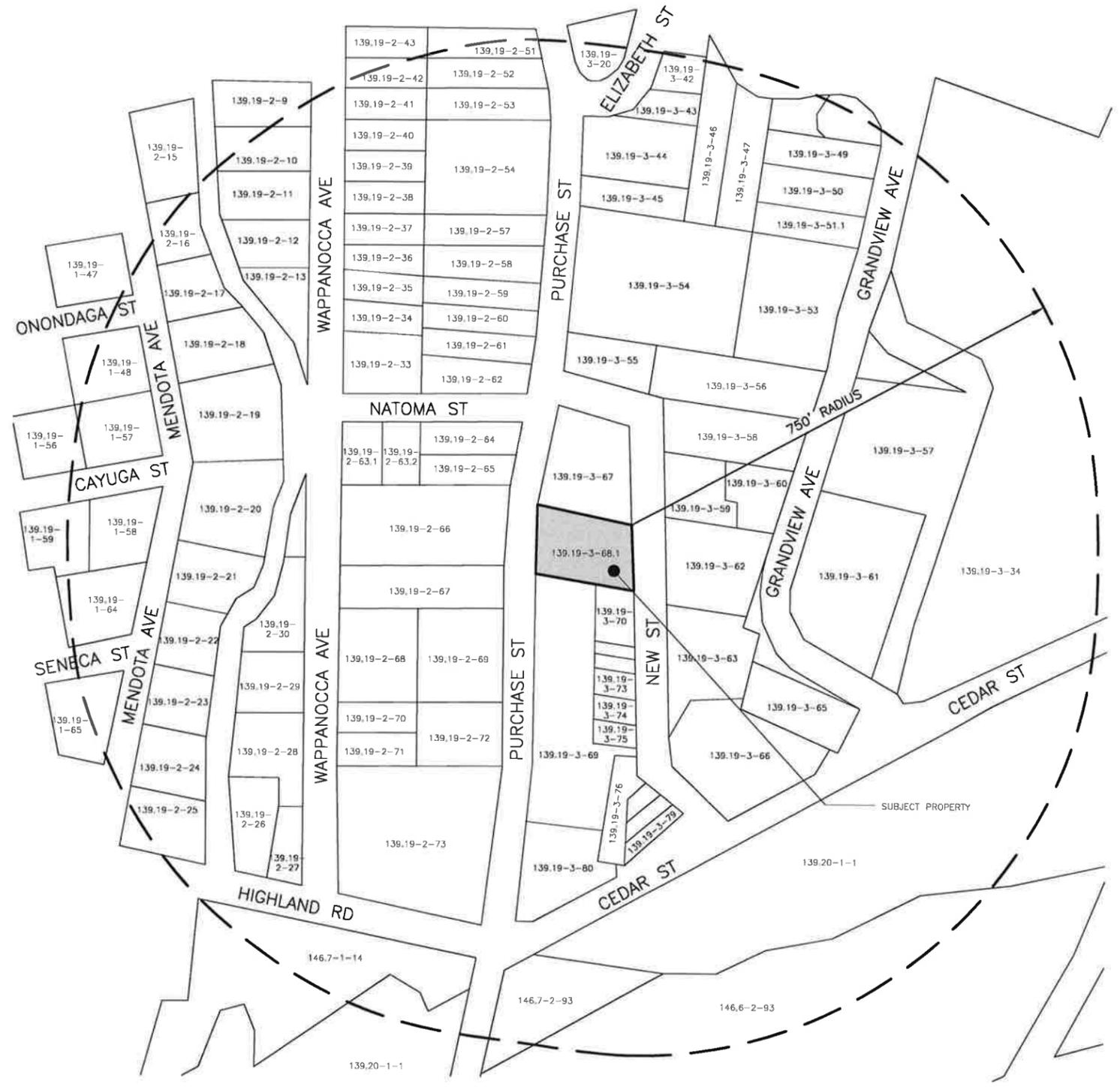
RYE VZCO SC  
SMALL CELL ARRAY  
182 PURCHASE STREET  
RYE, NY.

TITLE:  
**EAST SIDE AND NORTH SIDE ELEVATIONS**

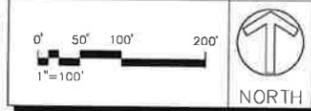
DATE: 09/14/15  
PROJECT NO: 14-10947  
DRAWN BY: PF  
CHECKED BY: GD  
SCALE: AS NOTED  
DRAWING NO:

**SP-102.00**  
SHEET NO: 4 OF 6





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



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

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"* 13'-0"	NO CHANGE (ANTENNA SETBACK ±0'-0")** NO CHANGE (ANTENNA SETBACK ±13'-0")**
REAR YARD SETBACK	30'-0"	68'-0"	NO CHANGE
FRONT YARD SETBACK	25'-0"	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	SEC/BLOCK/LOT	PROPERTY OWNER	ADDRESS
139.19-1-47	KELLER, DONALD	35 ONONDAGA ST	139.19-2-65	JACOBSON, ARI R	189 PURCHASE ST
139.19-1-48	MURPHY, PAUL	36 ONONDAGA ST	139.19-2-67	175 PURCHASE ST ST CORP	175 PURCHASE ST
139.19-1-56	DORFMAN, ROBERT	29 CAYUGA ST	139.19-2-68	WAPANOCCA MANOR INC	23 WAPANOCCA AVE
139.19-1-57	BRESOLIN, NEIL F	33 CAYUGA ST	139.19-2-69	SRA HOLDINGS INC	167 PURCHASE ST
139.19-1-58	SHINGLER, ALEXANDER	49 MENDOTA AVE	139.19-2-70	131-151 PURCHASE ST	WAPANOCCA AVE
139.19-1-59	BRENNAN, MICHAEL	30 CAYUGA ST	139.19-2-71	131-151 PURCHASE ST	16 WAPANOCCA AVE
139.19-1-64	NORTON, PETER	25 SENECA ST	139.19-2-72	131-151 PURCHASE ST	151 PURCHASE ST
139.19-1-65	BERNARDI, EVAN	39 MENDOTA AVE	139.19-2-73	131-151 PURCHASE ST	147 PURCHASE ST
139.19-2-10	LEISENGANG, ALBERT A	81 WAPANOCCA AVE	139.19-2-9	DANIELS, LOUISA	85 WAPANOCCA AVE
139.19-2-11	ALIMENA, PAUL	79 WAPANOCCA AVE	139.19-3-20	GIANGUZZI, MARIE C	236 PURCHASE ST
139.19-2-12	PINELLI, MICHAEL	77 WAPANOCCA AVE	139.19-3-34	RYE COUNTRY DAY SCHOOL	20 GRANDVIEW AVE
139.19-2-13	MURPHY, JAMES D	75 WAPANOCCA AVE	139.19-3-42	COYNE, JAMES C	12 ELIZABETH ST
139.19-2-15	DAILY, CRAIG	100 MENDOTA AVE	139.19-3-43	EBRATT, DEBBIE	2-4 ELIZABETH ST
139.19-2-16	GAY, ROBERT S	96 MENDOTA AVE	139.19-3-44	220-224 PURCHASE ST LLC	224 PURCHASE ST
139.19-2-17	POZIOS, THOMAS	92 MENDOTA AVE	139.19-3-45	220-224 PURCHASE ST LLC	220 PURCHASE ST
139.19-2-18	ROBERSON, CHARLES H	86 MENDOTA AVE	139.19-3-46	THOMAS, ALESSANDRO D	30 ELIZABETH ST
139.19-2-19	SOBOL, EDWARD	70 MENDOTA AVE	139.19-3-47	GROGLIO, JEANNETTE	34 ELIZABETH ST
139.19-2-20	MORRIS, ANGELA	66 MENDOTA AVE	139.19-3-48.1	NACHSEN, EMILY	39 GRANDVIEW AVE
139.19-2-21	SINNOTT, PETER III J	60 MENDOTA AVE	139.19-3-48.2	NACHSEN, EMILY	36 ELIZABETH ST
139.19-2-22	COONEY, JULIE	50 MENDOTA AVE	139.19-3-49	MULLAHY, GARRY P	35 GRANDVIEW AVE
139.19-2-23	JOHNSON, JAMES	40 MENDOTA AVE	139.19-3-50	NOLLETTI, SHELIA	33 GRANDVIEW AVE
139.19-2-24	ALTHOFF, BERNARD	34 MENDOTA AVE	139.19-3-51	KHATRI, AVINASH	29 GRANDVIEW AVE
139.19-2-25	COLLINS, ALBERT	40 HIGHLAND RD	139.19-3-53	RYE COUNTRY DAY SCHOOL	11 GRANDVIEW AVE
139.19-2-26	BROUN, MARJORIE P	38 HIGHLAND RD	139.19-3-54	PURCHASE ST TENANTS	216 PURCHASE ST
139.19-2-27	WESTCHESTER MODULAR HOMES	36 HIGHLAND RD	139.19-3-55	DEL BELLO, HOLLY	204 PURCHASE ST
139.19-2-28	TRIOLO, KENNETH	15 WAPANOCCA AVE	139.19-3-56	RYE COUNTRY DAY SCHOOL	11 NEW ST
139.19-2-29	BUCKLEY, SEAN B	19 WAPANOCCA AVE	139.19-3-57	RYE COUNTRY DAY SCHOOL	GRANDVIEW AVE
139.19-2-30	SINNOTT, PETER J	WAPANOCCA AVE	139.19-3-58	RYE COUNTRY DAY SCHOOL	17 NEW ST
139.19-2-33	MORAN, WILLIAM	20 NATOMA ST	139.19-3-59	MASTROGIACOMO, MICHAEL	23-25 NEW ST
139.19-2-34	FROLICH, JOHN H	70 WAPANOCCA AVE	139.19-3-60	RYE COUNTRY DAY SCHOOL	25 1/2 NEW ST
139.19-2-35	BYRNE, MARYELLEN	72 WAPANOCCA AVE	139.19-3-61	RYE COUNTRY DAY SCHOOL	GRANDVIEW AVE
139.19-2-36	DRAPER, ROBERT S	76 WAPANOCCA AVE	139.19-3-62	CRECCO RYE DEVELOPMENT CO	29-39 NEW ST
139.19-2-37	BIANCHI, RICHARD L	78 WAPANOCCA AVE	139.19-3-63	TANNEY, MICHAEL S	43-45 NEW ST
139.19-2-38	WALL, TIMOTHY M	80 WAPANOCCA AVE	139.19-3-65	FERGUSON, EARL J	49 CEDAR ST
139.19-2-39	SWEENEY, KATHARINE	86 WAPANOCCA AVE	139.19-3-66	STA PROFESSIONAL BLDG	33 CEDAR ST
139.19-2-40	AZER, RICHARD A	94 WAPANOCCA AVE	139.19-3-68.1	VERIZON NEW YORK INC	182 PURCHASE ST
139.19-2-41	RODRIGUEZ, MARIO	98 WAPANOCCA AVE	139.19-3-70	GUGLIELMO, JOSEPH	34 NEW ST
139.19-2-42	HYNSON, COLIN S	102 WAPANOCCA AVE	139.19-3-71	BELLO, RAUL	36 NEW ST
139.19-2-43	CANNON, JAMES A	106 WAPANOCCA AVE	139.19-3-72	GUGLIELMO, JOSEPH	38 NEW ST
139.19-2-51	PAUL, EDWARD JR. K	239 PURCHASE ST	139.19-3-73	JERACI, ANTONIO	42 NEW ST
139.19-2-52	237 PURCHASE ST ASSOC, LLC	237 PURCHASE ST	139.19-3-74	WOOD, JOHN	40 NEW ST
139.19-2-53	MAJLESSI, HESHMAT	233 PURCHASE ST	139.19-3-75	RODRIGUES, JOHN	50 NEW ST
139.19-2-57	BARBER, RICHARD III	215 PURCHASE ST	139.19-3-76	SZCZERBA, NICHOLAS JR.	54 NEW ST
139.19-2-58	BARBER, RICHARD JR.	211 PURCHASE ST	139.19-3-77	HERNANDEZ, BRICIO	64 NEW ST
139.19-2-59	HAMMER, MICHAEL	209 PURCHASE ST	139.19-3-78	CASALE NOLEGGIARE LLC	66 NEW ST
139.19-2-60	CICCHIELLO, SALVATORE J	203 PURCHASE ST	139.19-3-79	CITY OF RYE	68 NEW ST
139.19-2-61	ENGLISH, ROBERT	201 PURCHASE ST	139.20-1-1	NY THRUWAY & EXPRESSWAY	NE THRUWAY
139.19-2-62	2 NATOMA REALTY, LLC	2 NATOMA ST	146.6-2-93	CONRAIL	MACY RD AT MAM'K LKN
139.19-2-63.1	CORRADI, AMY	19-21 NATOMA ST	146.7-2-93	CITY OF RYE	IROQUOIS ST
139.19-2-64	CIARDULLO, JOHN	15-17 NATOMA ST			

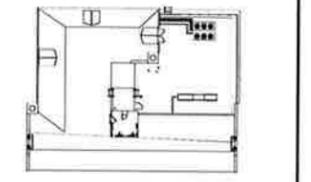


ARCHITECTS  
 121 TECHNOLOGY DRIVE, SETAUKET, NY 11733  
 P: 631.689.8450 | F: 631.689.8459 | www.wfcia.com



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

KEY PLAN:



PURCHASE STREET



RYE VZCO SC  
 SMALL CELL ARRAY  
 182 PURCHASE STREET  
 RYE, NY.

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

1 750' RADIUS MAP W/PROPERTY OWNERS  
 SCALE = 1" = 100'

LAW OFFICES OF  
**SNYDER & SNYDER, LLP**  
94 WHITE PLAINS ROAD  
TARRYTOWN, NEW YORK 10591

NEW YORK OFFICE  
445 PARK AVENUE, 9TH FLOOR  
NEW YORK, NEW YORK 10022  
(212) 749-1448  
FAX (212) 932-2693

(914) 333-0700  
FAX (914) 333-0743

NEW JERSEY OFFICE  
ONE GATEWAY CENTER, SUITE 2600  
NEWARK, NEW JERSEY 07102  
(973) 824-9772  
FAX (973) 824-9774

LESLIE J. SNYDER  
ROBERT D. GAUDIOSO

WRITER'S E-MAIL ADDRESS

lsnyder@snyderlaw.net

REPLY TO:

DAVID L. SNYDER  
(1956-2012)

Tarrytown office

September 10, 2019

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

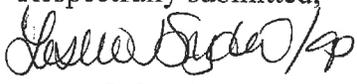
Re: Special Permit Application by New York SMSA Limited Partnership d/b/a Verizon Wireless to Install a Public Utility Wireless Telecommunications Facility on the Roof of the Building Located at 182 Purchase Street, Rye, NY

Dear Mr. Miller:

In connection with the City Council public hearing scheduled for September 18, 2019, with respect to the above referenced matter, I have enclosed the following materials:

1. Affidavit of Mailing;
2. Seventy-seven (77) Post Office Receipts of Registry (Whites);<sup>1</sup> and
3. Affidavit of Sign Posting.

We thank you for your consideration and look forward to discussing this matter with the City Council at its September 18<sup>th</sup> meeting. If you have any questions, please do not hesitate to call me at (914) 333-0700.

Respectfully submitted,  
  
Leslie J. Snyder

Enclosures

cc: Verizon Wireless  
Marcus Serrano, City Manager

Z:\SSDATA\WPDATA\ISS4\WP\NEWBAN\M\BREYER\SMALL CELL SITES\RYE\ZONING\NOTICES\PROOF OF MAILING LETTER.AP.DOCX

<sup>1</sup> The City of Rye Assessor's office provided a radius list which had ninety-one (91) properties within a 300 foot radius of the subject site. Of those 91 properties, fourteen (14) were duplicates. As such, this office mailed seventy-seven (77) notices.

AFFIDAVIT OF MAILING

State of New York            )  
  )  
County of Westchester        )        ss:

Gabrielle Ferrezza being duly sworn, deposes and says that she is over eighteen years of age and works at 94 White Plains Road, Tarrytown, in the State of New York; that she is a paralegal at Snyder & Snyder, LLP, the attorney for New York SMSA Limited Partnership d/b/a Verizon Wireless regarding its application for the installation of a public utility wireless telecommunications facility 182 Purchase Street, City of Rye, New York. On August 30<sup>th</sup>, she served notice, a copy of which is attached hereto, upon the following named persons at the addresses set forth, as shown on the attached list, by mailing true copies of the same via first-class mail, enclosed and properly sealed in postpaid envelopes, which she entrusted to the exclusive care and custody of the United States Postal Service within the State of New York.

  
\_\_\_\_\_  
Gabrielle Ferrezza

Sworn to and subscribed before me  
this 10<sup>th</sup> day of September 2019

  
\_\_\_\_\_  
NOTARY PUBLIC

David James Kenny  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02KE6343903  
Qualified in Westchester County  
Commission Expires June 20, 2020

**CITY OF RYE**

**Notice of Public Hearing on a special use permit application by New York SMSA Limited Partnership to install a wireless telecommunications facility at 182 Purchase Street**

PLEASE TAKE NOTICE that, pursuant to Chapter 196 of the Code of the City of Rye (Wireless Telecommunications), the Rye City Council has scheduled a public hearing for Wednesday evening 7:30 P.M., September 18, 2019 in the Council Chambers of the Rye City Hall on the following matter:

New York SMSA Limited Partnership has applied for special permit approval for the purpose of installing a wireless telecommunications facility on a property located at 182 Purchase Street. The property is known on the Rye City Tax Map as Sheet 139.19, Block 3, Lot 68.1, and is located in the RA-3 Apartment District. All information pertaining to this matter is available at the City Clerk's Office in Rye City Hall. Any person interested or affected will be given an opportunity to be heard.

Carolyn E. D'Andrea, Esq.  
City Clerk  
August 12, 2019

If you have any questions regarding this matter, please call Leslie J. Snyder, attorney for applicant, New York SMSA Limited Partnership d/b/a Verizon Wireless, at (914) 333-0700.

139-19-3-56 RYE COUNTRY DAY SCHOOL CEDAR ST RYE, NY 10580	139-19-2-63-2 CIARDULLO JOHN AND CAROL CIARDULLO 156 VALENTINE ST YONKERS, NY 10704	139-19-3-69-1 150 PURCHASE LLC SUITE #1 11 FOX HOLLOW LANE COS COB. CT 06807
139-19-3-69-10 ALPHA5MK LLC 150 PURCHASE ST SUITE 11 RYE, NY 10580	139-19-3-69-11 ALPHA5MK LLC 150 PURCHASE ST SUITE 11 RYE, NY 10580	139-19-3-69-12 ALPHA5MK LLC 150 PURCHASE ST SUITE 11 RYE, NY 10580
139-19-3-69-13 ALPHA5MK LLC 150 PURCHASE ST RYE, NY 10580	139-19-3-69-2 ALPHA5MK LLC 150 PURCHASE STREET RYE, NY 10580	139-19-3-69-3 150 PURCHASE STREET LLC 150 PURCHASE STREET UNIT 3 RYE, NY 10580
139-19-3-69-4 ALPHA5MK LLC 150 PURCHASE ST - STE 11 ATTN: PETER KOSANN RYE, NY 10580	139-19-3-69-5 RICHARDS JANUSZ R & CHERYL L RICHARDS 150 PURCHASE ST RYE, NY 10580	139-19-3-69-6 KALKUT REALTY LLC 14 HOOK RD RYE, NY 10580
139-19-3-69-7 ALPHA5MK LLC 150 PURCHASE ST RYE, NY 10580	139-19-3-69-8 ALPHA5MK LLC 150 PURCHASE ST RYE, NY 10580	139-19-3-69-9 VITAGLIANO ALDO & DEBRA SANTINI 150 PURCHASE ST RYE, NY 10580
139-19-2-72 131-151 PURCHASE ST INVESTORS LLC 42 OAK AVENUE, 3RD FL TUCKAHOE, NY 10707	139-19-2-69 SRA HOLDINGS INC 167 PURCHASE ST RYE, NY 10580	139-19-3-58 RYE COUNTRY DAY SCHOOL CEDAR ST RYE, NY 10580
139-19-2-67 175 PURCHASE STREET CORP C/O ERIC S TREIBER 7 WINDWARD LN SCARSDALE, NY 10583	139-19-2-66-1 GARVIN KATHLEEN M 181 PURCHASE ST UNIT #1 RYE, NY 10580	139-19-2-66-10 NIVKI LLC 181 PURCHASE ST UNIT 10 RYE, NY 10580
139-19-2-66-11 VALDEZ VICTOR & CATHERINE VALDEZ 181 PURCHASE ST - UNIT 11 RYE, NY 10580	139-19-2-66-12 VERRILLE CATHY 181 PURCHASE ST APT 12 RYE, NY 10580	139-19-2-66-13 BRENNAN MARTIN W 77 PROSPECT ST RIDGEFIELD, CT 06877
139-19-2-66-14 CRUPI ANNA M 181 PURCHASE ST UNIT #14 RYE, NY 10580	139-19-2-66-15 GOODMAN PALMA 600 MIRABELLA CIRCLE C/O RICHARD GOODMAN VENICE, FL 34292	139-19-2-66-16 ROMAN ROBYN D & UNIT 16 2949 MEAD ST YORKTOWN HEIGHTS, NY 10598
139-19-2-66-17 DIONISIO RE LLC 19 RALPH AVE WHITE PLAINS, NY 10606	139-19-2-66-18 BURTON JEREMY 181 PURCHASE STREET UNIT 18 RYE, NY 10580	139-19-2-66-19 LUCKHARDT LUCY TRUST 181 PURCHASE ST UNIT 19 RYE, NY 10580

139-19-2-66-2  
BLAKE ROBERT J JR  
24 SCOTT CIRCLE  
PURCHASE, NY 10577

139-19-2-66-22  
LOPEZ MARCO AND  
181 PURCHASE ST  
UNIT B  
RYE, NY 10580

139-19-2-66-5  
FINKELSTEIN ROBERT &  
4 SYLVIA WAY  
UNIT 5  
PURDYS, NY 10578

139-19-2-66-8  
FINKELSTEIN ROBERT A &  
4 SYLVIA WAY  
UNIT 8  
PURDYS, NY 10578

139-19-3-67  
184 PURCHASE ST ASSOC LLC  
18 RIDGE ST  
C/O TOC SERVICES INC  
COS COB, CT 06807

139-19-3-67-11  
ESPOSITO JOHN  
UNIT 2-3  
184 PURCHASE ST  
RYE, NY 10580

139-19-3-67-14  
NORRIS KEVIN AND  
184 PURCHASE ST  
UNIT 2-6  
RYE, NY 105801

139-19-3-67-17  
184 PURCHASE ST ASSOC LLC  
18 RIDGE ST  
C/O TOC SERVICES INC  
COS COB, CT 06807

139-19-3-67-3  
RODRIGUES MARINA D'SOUZA  
UNIT 1-2  
184 PURCHASE ST  
RYE, NY 10580

139-19-3-67-5  
CULQUI NAIDA  
UNIT 1-4  
184 PURCHASE ST  
RYE, NY 10580

139-19-2-66-20  
KRATKY JOHN III M &  
VALERIE VIER  
3415 HOLT LANE  
VERO BEACH, FL 32963

139-19-2-66-3  
181 PURCHASE ST REALTY  
27 MOUNT HOLLY DR  
RYE, NY 10580

139-19-2-66-6  
GRABOWITZ ELLEN  
C/O BEVERLY DUBS  
26 MAYBERRY RD  
CHAPPAQUA, NY 10514

139-19-2-66-9  
VOLPE MARIA LOUISA  
31 GENEVA ROAD  
W NORWALK, CT 06850

139-19-3-67-1  
MILLER TRACY M  
UNIT L-1  
184 PURCHASE ST  
RYE, NY 10580

139-19-3-67-12  
IANCHULEV TSONTCHO  
14 JUSTIN RD  
HARRISON, NY 10528

139-19-3-67-15  
MORALES HECTOR J  
MORALES RITA  
23 LINCOLN AVENUE  
RYE BROOK, NY 10573

139-19-3-67-2  
BEN MEIR IZHAK  
720 MILTON RD - UNIT 4BW  
RYE, NY 10580

139-19-3-67-4  
BURTON JEREMY,  
184 PURCHASE ST  
RYE, NY 10580

139-19-3-67-6  
STORINO FRANCESCO  
STORINO SUSAN  
184 PURCHASE STREET 1.5  
RYE, NY 10580

139-19-2-66-21  
TINO JOHN  
26 VILLAGE GREEN  
BEDFORD, NY 10506

139-19-2-66-4  
GRABOWITZ ELLEN  
C/O BEVERLY DUBS  
26 MAYBERRY RD  
CHAPPAQUA, NY 10514

139-19-2-66-7  
MAASIK MEEMO &  
181 PURCHASE ST  
UNIT 7  
RYE, NY 10580

139-19-3-68-1  
VERIZON NEW YORK INC.  
PO BOX 2749  
C/O DUFF & PHELPS  
ADDISON, TX 75001

139-19-3-67-10  
LICARE JOSEPH AND  
18 LOEWEN CT  
UNIT 2-1  
RYE, NY 10580

139-19-3-67-13  
BRACCIA ANTONIO  
184 PURCHASE ST  
UNIT 2-5  
RYE, NY 10580

139-19-3-67-16  
MOSQUERA RICARDO,  
UNIT 2-8  
184 PURCHASE ST  
RYE, NY 10580

139-19-3-67-2  
SPILLANE DENIS J  
184 PURCHASE ST  
UNIT 1-1  
RYE, NY 10580

139-19-3-67-4  
O'MEALY MICHAEL AND  
JEANNE O'MEALY  
38 SOUNDVIEW AVE  
RYE, NY 10580

139-19-3-67-6  
TROIISI ORIANA J  
UNIT 1-5  
184 PURCHASE ST  
RYE, NY 10580

139-19-3-67-7 FINE ALAN D UNITE 1-6 184 PURCHASE ST RYE, NY 10580	139-19-3-67-8 GOLD RYAN AND 184 PURCHASE ST UNIT 1-7 RYE, NY 10580	139-19-3-67-8 MICALONE COSMO 18 HILLTOP DR PORTCHESTER, NY 10573
139-19-3-67-9 FOX PETER 18 YORK AVE UNIT 1-8 RYE, NY 10580	139.19--067.17 184 PURCHASE ST ASSOC LLC 18 RIDGE ST C/O TOC SERVICES INC COS COB, CT 06807	139.19--067.17 184 PURCHASE ST ASSOC LLC 18 RIDGE ST C/O TOC SERVICES INC/ COS COB, CT 06807
139-19-2-65 JACOBSON, ARI R. AND 17 PURDY AVE - STE 201 C/O ME & THE BOYS REALTY RYE, NY 10580	139-19-2-63-1 CORRADI AMY 40 GRAND BOULEVARD VALHALLA, NY 10595	139-19-2-64 193 PURCHASE ST LLC 32 OVERLOOK PLACE RYE, NY 10580
139-19-2-62 2 NATOMA ST LLC 32 OVERLOOK PLACE RYE, NY 10580	139-19-2-33 MORAN WILLIAM & DIANE MORAN 20 NATOMA ST RYE, NY 10580	139-19-2-61 BAINE KEVIN C BAINE SHARON E 201 PUCHASE STREET RYE, NY 10580
139-19-2-60 CICCHIELLO PHILIP 203 PURCHASE ST RYE, NY 10580	139-19-3-55 DEL BELLO JOHN N JR 580 FLINTLOCK RD SOUTHPORT, CT 06890	139-19-3-54 PURCHASE STREET TENANTS C/O GARTHCHESTER REALTY 209 GARTH RD SCARSDALE, NY 10583
139-19-3-59 MASTROGIACOMO MICHAEL & MARIA MASTROGIACOMO 464 MILTON RD RYE, NY 10580	139-19-2-68 WAPPANOCCA MANOR INC C/O RONALD G HARRIS PO BOX 560 SOUTHPORT, CT 06890	139-19-3-60 RYE COUNTRY DAY SCHOOL CEDAR ST RYE, NY 10580
139-19-3-62 RYE COUNTRY DAY SCHOOL CEDAR ST RYE, NY 10580	139-19-3-66 STA PROFESSIONAL BLDG 33 CEDAR ST RYE, NY 10580	139-19-3-70 BELLO RAUL 36 NEW STREET RYE, NY 10580
139-19-3-71 BELLO RAUL 36 NEW ST RYE, NY 10580	139-19-3-72 GUGLIELMO JOSEPH & MICHAEL AND JUANITA RICCI 38 NEW STREET RYE, NY 10580	139-19-3-74 WOOD JOHN & KATHLEEN WOOD 40 NEW ST RYE, NY 10580
139-19-3-73 JERACI ANTONIO SHEWNARAIN SUZIE 42 NEW ST RYE, NY 10580	139-19-3-63 TANNEY MICHAEL S P.O. BOX 528 PURCHASE, NY 10577	139-19-3-65 FERGUSON EARL J 49 CEDAR ST RYE, NY 10580
139-19-3-75 RODRIGUES JOHN AND MARIA RODRIGUES 245 PURCHASE ST RYE, NY 10580	139-19-3-76 SZCZERBA NICHOLAS JR UNTERHALTER MATTHEW 54 NEW ST RYE, NY 10580	139-19-3-61 RYE COUNTRY DAY SCHOOL C/O BUSINESS MGR CEDAR ST RYE, NY 10580

139-19-2-70  
131-151 PURCHASE ST  
INVESTORS LLC  
42 OAK AVENUE, 3RD FL  
TUCKAHOE, NY 10707

RECEIPT  
9214 7944 6683 1300 1393 81

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
John & Carol Ciardullo  
156 Valentine Street  
Yonkers NY 10704

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1394 97

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Nivki LLC  
181 Purchase St  
Unit 10  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1394 66

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
SRA Holdings Inc  
167 Purchase St  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1394 59

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
131-151 Purchase St Investors LL  
42 Oak Avenue, 3rd Floor  
Tuckahoe NY 10707

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1394 80

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Kathleen M Garvin  
181 Purchase Street  
Unit #1  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1393 74

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Rye Country Day School  
3 Cedar Street  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1395 27

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Martin W Brennan  
77 Prospect St  
Ridgefield CT 06877

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1395 03

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Victor & Catherine Valdez  
181 Purchase St  
Unit 11  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1395 10

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Cathy Verrille  
181 Purchase St  
Apt 12  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1394 73

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
175 Purchase Street Corp  
c/o Eric S Treiber  
7 Windward Lane  
Scarsdale NY 10583

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1394 28

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Janusz R & Cheryl L Richards  
150 Purchase Street  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1398 24

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Jeremy Burton  
184 Purchase Street  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1395 41

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Palma Goodman  
600 Mirabella Circle  
c/o Richard Goodman  
Venice FL 34292

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1398 31

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Michael & Jeanne O'Mealy  
38 Soundview Avenue  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1395 34

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Anna M Crupi  
181 Purchase Street  
Unit #14  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1398 17

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Marina D'Souza Rodrigues  
Unhit 1-2  
184 Purchase Street  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1398 00

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Denis J Spillane  
184 Purchase Street  
Unit 1-1  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1397 94

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Meir Izhak Ben  
720 Milton Road  
Unit 4BW  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1397 87

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Ricardo Mosquera  
Unit 2-8  
184 Purchase Street  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1397 70

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Hector J & Rita Morales  
23 Lincoln Avenue  
Rye Brook NY 10573

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1397 63

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Kevin Norris  
184 Purchase Street  
Unit 2-6  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1397 56

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Antonio Braccia  
184 Purchase Street  
Unit 2-5  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1397 49

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Tsoncho Ianchulev  
14 Justin Road  
Harrison NY 10528

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1397 32

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
John Esposito  
Unit 2-3  
184 Purchase Street  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1397 25

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Joseph Licare  
18 Loewen Court  
Unit 2-1  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1397 01

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
184 Purchase St Assoc LLC  
18 Ridge Street  
c/o Tac Services Inc  
Cos Cob CT 06807

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1396 88

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Maria Louisa Voipe  
31 Geneva Road  
W Norwalk CT 06850

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1396 95

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Verizon New York Inc.  
PO Box 2749  
c/o Duff & Phelps  
Addison TX 75001

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1396 71

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Robert A Finkelstein  
4 Sylvia Way  
Unit 8  
Purdys NY 10578

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1396 64

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
Meemo Maasik  
181 Purchase Street  
Unit 7  
Rye NY 10580

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1399 30  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
193 Purchase Street LLC  
32 Overlook Place  
Rye NY 10580  
AUG 30 2019  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1399 16  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Ari R. Jacobson  
17 Purdy Avenue- Suite 201  
c/o Me & The Boys Realty  
Rye NY 10580  
AUG 30 2019  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1399 23  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Amy Corradi  
40 Grand Boulevard  
Valhalla NY 10595  
AUG 30 2019  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1398 93  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Cosmo Micalone  
18 Hilltop Drive  
Portchester NY 10573  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1399 09  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Peter Fox  
18 York Avenue  
Unit 1-8  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1395 96  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
AUG 30 2019  
Robert J Blake Jr  
24 Scott Circle  
Purchase NY 10577  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1395 89  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
AUG 30 2019  
Luckhardt Lucy Trust  
181 Purchase Street  
Unit 19  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1395 72  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Jeremy Burton  
181 Purchase Street  
Unit 18  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1395 65  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Dionisio Re LLC  
19 Ralph Avenue  
White Plains NY 10606  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1395 58  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
AUG 30 2019  
Roman Robyn D &  
Unit 16  
2949 Mead Street  
Yorktown Heights NY 10598  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1396 40  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
AUG 30 2019  
Ellen Grabowicz  
c/o Beverly Dubs  
26 Mayberry Road  
Chappaqua NY 10514  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1396 25  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
AUG 30 2019  
Marco Lopez  
181 Purchase Street  
Unit B  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1396 02  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
John M Kratky III & Valerie Vier  
3415 Holt Lane  
Vero Beach FL 32963  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1396 19  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
AUG 30 2019  
John Tino  
26 Village Green  
Bedford NY 10506  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1396 33  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
AUG 30 2019  
181 Purchase St Realty  
27 Mount Holly Drive  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1400 42  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Joseph Guglielmo & Michael & Jue  
38 New Street  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1400 35  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Raul Bello  
36 New Street  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1400 80  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Earl J Ferguson  
49 Cedar Street  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1400 73  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Michael S Tanney  
P O Box 528  
Purchase NY 10577  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1400 66  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Antonio Jeraci  
Suzie Shewnarain  
42 New Street  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1401 03  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Nicholas Szczerba Jr  
Matthew Unterhaller  
54 New Street  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1401 27  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
ALPHA5MK LLC  
150 Purchase Street  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1400 97  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
John & Maria Rodrigues  
245 Purchase Street  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1401 10  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
131-151 Purchase St Investors LL  
42 Oak Avenue, 3rd Floor  
Tuckahoe NY 10707  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1401 41  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
ALPHA5MK LLC  
150 Purchase St- Ste 11  
Attn: Peter Kosann  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1398 79  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Alan D Fine  
Unit 1-6  
184 Purchase Street  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1398 86  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Ryan Gold  
184 Purchase Street  
Unit 1-7  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1398 48  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Naida Culqui  
Unit 1-4  
184 Purchase Street  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1398 55  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Francesco & Susan Storino  
184 Purchase Street 1.5  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1398 62  
FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO  
DP:  
PB:  
SEND TO:  
Oriana J Troisi  
Unit 1-5  
184 Purchase Street  
Rye NY 10580  
FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1393 98

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
150 Purchase LLC  
Suite #1  
11 Fox Hollow Lane  
Cos Cob CT 06807

FEES:  
Postage 0.39  
Certified Fee 2.40  
Return Receipt 1.85  
Restricted  
Priority  
TOTAL \$ 4.64  
POSTMARK OR DATE

RECEIPT  
9214 7944 6683 1300 1394 04

FROM:  
Snyder & Snyder, LLP  
RE: NY- Rye VZCO

DP:  
PB:

SEND TO:  
ALPHA5MK LLC  
Suite 11  
150 Purchase Street  
Rye NY 10580

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201 Purchase Street  
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Philip J Cicchiello  
203 Purchase Street  
Rye NY 10580

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John N Del Bello Jr  
580 Flintlock Road  
Southport CT 06890

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John & Kathleen Wood  
40 New Street  
Rye NY 10580

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FROM:  
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STA Professional Building  
33 Cedar Street  
Rye NY 10580

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FROM:  
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Wappanocca Manor Inc  
c/o Ronald G Harris  
PO Box 560  
Southport CT 06890

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Purchase Street Tenants  
c/o Garthchester Realty  
209 Garth Road  
Scarsdale NY 10583

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Michael & Maria Mastrogiacom  
464 Milton Road  
Rye NY 10580

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Robert Finkelstein  
4 Sylvia Way  
Unit 5  
Purdys NY 10578

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Snyder & Snyder, LLP  
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Tracy M Miller  
Unit L-1  
184 Purchase Street  
Rye NY 10580

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AFFIDAVIT OF POSTING

State of New York )  
 )  
County of Westchester ) ss:

Gabrielle Ferrezza, being duly sworn, deposes and says that she is over eighteen years of age and works at 94 White Plains Road, Tarrytown, in the State of New York; that she is a paralegal at Snyder & Snyder, LLP the attorney for New York SMSA Limited Partnership d/b/a Verizon Wireless regarding the proposed public utility wireless telecommunications facility located at 182 Purchase Street, Rye, New York. That on September 10, 2019, she posted notice at the 182 Purchase Street, Rye, New York property. A photograph of the sign has been attached hereto.

  
\_\_\_\_\_  
Gabrielle Ferrezza

Sworn to and subscribed before me  
this 10<sup>th</sup> day of September 2019

  
\_\_\_\_\_  
NOTARY PUBLIC

David James Kenny  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02KE6343903  
Qualified in Westchester County  
Commission Expires June 20, 2020

David James Kenny  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02KE6343903  
Qualified in Westchester County  
Commission Expires June 20, 2020

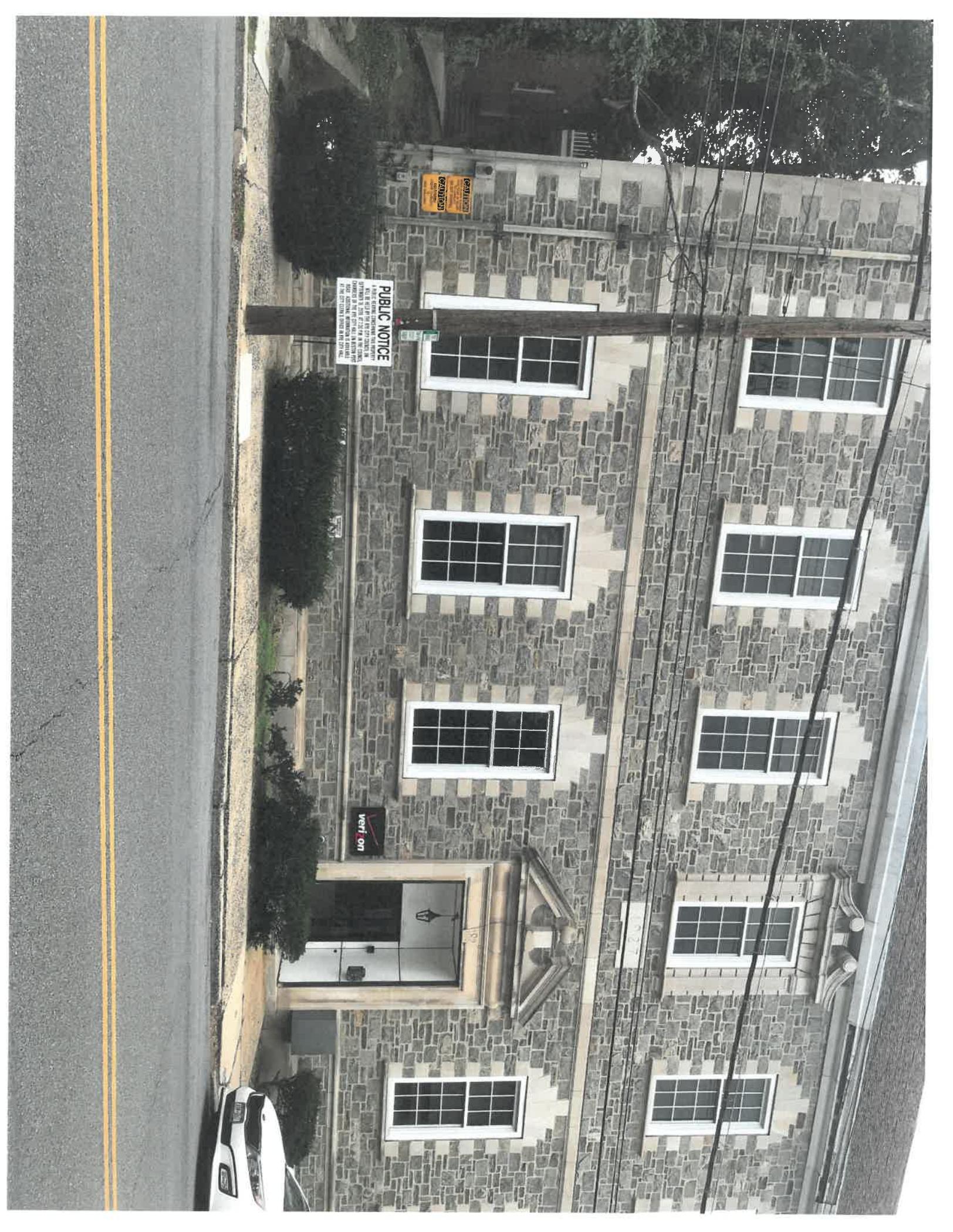
**CAUTION**  
WHEN ALARM SOUNDS  
FUEL TANK IS FILLED  
TO CAPACITY  
DO NOT OVERFILL

**CAUTION**  
MAXIMUM  
LIQUID CAPACITY  
IS  
900 GALLONS

1 HR  
PARKING  
7AM-6PM  
EXCEPT  
SUNDAY

# **PUBLIC NOTICE**

**A PUBLIC HEARING CONCERNING THIS PROPERTY  
WILL BE HELD BY THE RYE CITY COUNCIL ON  
SEPTEMBER 18, 2019, AT 7:30 P.M. IN THE COUNCIL  
CHAMBERS OF THE RYE CITY HALL ON BOSTON POST  
ROAD. ADDITIONAL INFORMATION IS AVAILABLE  
AT THE CITY CLERK'S OFFICE IN RYE CITY HALL.**



**PUBLIC NOTICE**  
ALL WILL BE HELD RESPONSIBLE FOR THE CONTENTS OF THIS NOTICE. THE CITY OF CHARLOTTE, NORTH CAROLINA, IS PROVIDING THIS NOTICE TO THE PUBLIC TO INFORM THEM OF THE PROPOSED PROJECTS AND TO SOLICIT COMMENTS AND INPUT FROM THE PUBLIC. IF YOU HAVE ANY COMMENTS OR INPUT, PLEASE CONTACT THE CITY OF CHARLOTTE AT THE FOLLOWING LINK: [www.charlotte-nc.gov](http://www.charlotte-nc.gov)

**Vest On**

2011  
10/10/11



# CITY COUNCIL AGENDA

NO. DEPT.: City Manager DATE: September 22, 2019  
CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Open a public hearing to create a new local law Chapter 176, "Energy Conservation", of the Rye City Code by authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries.

**FOR THE MEETING OF:**

October 2 2019

**RYE CITY CODE,**

CHAPTER 176  
SECTION

**RECOMMENDATION:** That the City Council open the public hearing to consider the new local law.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

On September 18, 2019, Energize NY made a presentation proposing the creation of a new local law Chapter 176, "Energy Conservation" authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries and has authorized Energy Improvement Corporation (EIC) to act on its behalf to effectuate Open C-PACE within the City of Rye. EIC has established the Program as a sustainable energy financing program pursuant to the Enabling Act through which the member municipalities, including the City of Rye, may levy charges against Qualified Properties within the City of Rye for the purpose of promoting, facilitating and financing clean energy improvements to Qualified Properties, thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government.



**MUNICIPAL AGREEMENT**

**BETWEEN**

**ENERGY IMPROVEMENT CORPORATION**

**AND**

**THE CITY OF RYE**

**RELATING TO**

**ENERGIZE NY OPEN C-PACE FINANCING PROGRAM**

**DATED AS OF \_\_\_\_\_, 2019**

## TABLE OF CONTENTS

	Page
<b>1. Definitions .....</b>	<b>1</b>
<b>2. Representation and Warranties of the Parties .....</b>	<b>3</b>
(a) EIC .....	3
(b) Participating Municipality .....	4
<b>3. Obligations of EIC .....</b>	<b>5</b>
(a) Program Requirements .....	5
(b) Qualified Project Requirements .....	7
(c) Finance Agreement for Qualified Project .....	7
(d) Levy and Recording of Benefit Assessment Lien .....	8
(e) Annual Installment Liens .....	8
(f) Final Payment and Release .....	9
(g) Billing and Collection of Annual Installment Amounts .....	9
(h) Collection of Delinquent Payments .....	10
<b>4. Obligations of the Participating Municipality .....</b>	<b>10</b>
(a) Appointment of EIC as Agent .....	10
(b) Assignment of Benefit Assessment Lien .....	10
(c) Notices .....	11
(d) Promotion of Program; Assistance to EIC; Modification of Program .....	11
<b>5. Indemnification .....</b>	<b>12</b>
<b>6. Term .....</b>	<b>12</b>
<b>7. Default .....</b>	<b>12</b>
<b>8. Remedies Upon Default .....</b>	<b>12</b>
<b>9. Miscellaneous .....</b>	<b>13</b>
(a) Assignment or Transfer .....	13
(b) Severability .....	13
(c) Counterparts .....	13
(d) Notices .....	13
(e) Amendment and Waivers .....	14
(f) Governing Law .....	14
(g) Entire Agreement .....	14
Exhibit A – Certificate of Levy and Lien of Benefit Assessment .....	A-1
Exhibit B – Assignment of Benefit Assessment Lien .....	B-1
Exhibit C – Form of Consent of Mortgage Holders .....	C-1
Exhibit D – Satisfaction and Release of Lien of Benefit Assessment .....	D-1

**ENERGY IMPROVEMENT CORPORATION**  
**MUNICIPAL AGREEMENT (OPEN C-PACE)**

This Agreement made as of this \_\_\_ day of \_\_\_\_\_, 2019 (the “*Agreement*”), by and between [County/City/Town/Village], a municipal corporation organized and existing under the laws of the State of New York (the “*Participating Municipality*”) and the Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (“*EIC*”) (both the Participating Municipality and EIC may hereinafter be referred to individually as a “*Party*” and collectively as the “*Parties*”), sets forth the duties and obligations of each Party in connection with the Participating Municipality’s participation in the Energize NY Open C-PACE Financing Program (“*Open C-PACE*” or the “*Program*”), as more fully described herein. Capitalized terms used herein, unless otherwise defined herein, have the meanings assigned to them in Section 1 herein.

WHEREAS, EIC has established the Program as a sustainable energy financing program pursuant to the Enabling Act through which the member municipalities, including the Participating Municipality, may levy charges against Qualified Properties within the Participating Municipality for the purpose of promoting, facilitating and financing clean energy improvements to Qualified Properties, thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government;

WHEREAS, the Participating Municipality has adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries and has authorized EIC to act on its behalf to effectuate Open C-PACE within the Participating Municipality; and

WHEREAS, EIC wishes to provide for the terms and conditions pursuant to which the Participating Municipality will participate in Open C-PACE.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**1. Definitions.**

“Annual Installment Amount” means, with respect to each Benefited Property, the amount of the Benefit Assessment to be repaid by the Benefited Property Owner in installments made at least annually, in accordance with the schedule attached to the Finance Agreement for such Benefited Property. The Annual Installment Amount may be adjusted to reflect any Financing Charges as provided in Section 4(d) of this Agreement.

“Authority” means The New York State Energy Research and Development Authority, as defined by subdivision two of section 1851 of the Public Authorities Law of the State, or its successor.

“Benefit Assessment” means, as of the date a Finance Agreement is executed, the charge assessed against the Qualified Property, as such assessment may be modified pursuant to Section 4(d) of this Agreement, and as otherwise provided in the Finance Agreement.

“Benefit Assessment Lien” means a lien which evidences a Benefit Assessment and is recorded by EIC, on behalf of the Participating Municipality, on the land records against a Benefited Property.

“Benefited Property” means a Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

“Benefited Property Owner” means the owner of record of a Benefited Property meeting requirements for participation in the Program as an owner.

“Business Day” means any day on which EIC is open for business and banks are not required by law to close in New York, New York.

“Eligible Costs” means costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC’s Program administration fee, closing costs and fees, title and appraisal fees, professionals’ fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement

“Enabling Act” means Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

“Energy Audit” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Energy Efficiency Improvement” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Finance Agreement” means a written agreement between a Financing Party and a Qualified Property Owner for the financing of a Qualified Project on the Qualified Property to which EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary.

“Financing Charges” means all charges, fees and expenses related to the Loan including accrued interest, capitalized interest, prepayment premiums and penalties as a result of a default or late payment and costs and reasonable attorneys’ fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

“Financing Party” means any third-party capital provider approved by EIC to provide financing to Qualified Property Owners or other financial support to Open C-PACE which has entered into an agreement with EIC to administer Open C-PACE in the Participating Municipality.

“Loan” means a loan made by a Financing Party to a Qualified Property Owner for a Qualified Project pursuant to Open C-PACE.

“Local Law” means Local Law No. \_\_ pursuant to Municipal Home Rule Law and the Enabling Act, authorizing the provision of financing through the Energize NY Open C-PACE Financing Program.

“Municipal Lien” means a lien on Benefited Property which secures the obligation to pay real property taxes, municipal charges or governmentally imposed assessments in respect of services of benefits to a Benefited Property.

“Non-Municipal Lien” means a lien on Benefited Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Benefited Property Owner or Benefited Property.

“Policies and Procedures” shall have the meaning assigned thereto in Section 3(a)(ii) of this Agreement.

“Qualified Project” means the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

“Qualified Property” means any real property, other than a residential dwelling containing less than three dwelling units, located within the boundaries of the Participating Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this Agreement, the Local Law and the Enabling Act and has become the site of a Qualified Project.

“Qualified Property Owner” means the owner of record of a Qualified Property meeting requirements for participation in the Program as an owner.

“Renewable Energy Systems” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Renewable Energy System Feasibility Study” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“RPTL” means the Real Property Tax Law of the State, as amended from time to time.

“State” means the State of New York.

## **2. Representation and Warranties of the Parties.**

(a) EIC.

- (i) EIC hereby represents that it is a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of the State, authorized to implement the Program by arranging Loans to Qualified Property Owners and providing for repayment of the Loans from monies collected by or on behalf of the Participating Municipality as a Benefit Assessment.

- (ii) EIC represents and warrants that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third-party is required for EIC's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of EIC has been and is duly authorized to bind EIC.

(b) Participating Municipality.

- (i) *Authority.* The Participating Municipality is a municipal corporation, constituting a tax district as defined in Section 1102 of the RPTL of the State, duly organized and existing under the laws of the State and has full legal right, power and authority to (i) adopt the Local Law, (ii) assess, collect, remit and assign Benefit Assessments for Benefited Properties located within its geographical boundaries, (iii) levy Benefit Assessment Liens against Benefited Properties located within its geographical boundaries, (iv) conduct its business and own its properties, (v) enter into this Agreement and to comply with its terms, and (vi) carry out and consummate, by contract or otherwise, all other transactions contemplated by its participation in Open C-PACE.
- (ii) *Adoption of Local Law.* The Participating Municipality has on \_\_\_\_\_ adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties for Qualified Projects.
- (iii) *Approvals and Consents.* The Participating Municipality has duly approved the execution and delivery of this Agreement and approved implementation of Open C-PACE by EIC and has authorized EIC to act on its behalf in effectuating Open C-PACE; and any and all consents, authorizations and approvals of any third-party required with respect thereto have been obtained.
- (iv) *Capacity.* The Participating Municipality has the legal, institutional, managerial, technical, contractual and financial capability to (a) ensure adequate and timely assessment and collection of property taxes in the Participating Municipality, (b) levy and record Benefit Assessment Liens on Benefited Properties within its geographical boundaries, and (c) assign or authorize EIC, on its behalf, to assign the Benefit Assessment Liens to third-party capital providers in connection with the financing of Qualified Projects.
- (v) *Binding Obligation.* This Agreement has been duly authorized, executed and delivered by the Participating Municipality and constitutes a legal, valid and binding obligation of the Participating Municipality except as

enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and the application of general principles of equity by a court of competent jurisdiction (whether in an action of law or a proceeding in equity); the defense of sovereign immunity is not available to the Participating Municipality in any proceedings by EIC to enforce any of the obligations of the Participating Municipality under this Agreement.

- (vi) *No Action.* There is no claim, action, suit, litigation, proceeding, arbitration, inquiry or investigation of any kind, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Participating Municipality, nor is there any basis therefore, (i) affecting the creation, organization or existence of the Participating Municipality or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin or in any way contest the execution of this Agreement, the Finance Agreement or any other agreement entered into in connection with the Participating Municipality's participation in the Program, or (iii) seeking to prohibit, restrain, enjoin or in any way contesting or affecting the validity or enforceability of the Local Law, this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.
- (vii) *No Material Default.* The Participating Municipality is not in material default under any finance agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness of the Participating Municipality. The execution and delivery of this Agreement, and the adoption of the Local Law and compliance with the respective provisions hereof and thereof, will not conflict with or constitute a breach of or material default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Participating Municipality is a party or by which it or any of its property is bound.

### **3. Obligations of EIC.**

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- (a) Program Requirements.
  - (i) The establishment and administration of Open C-PACE to provide financing to Qualified Properties within the Participating Municipality in order to promote, facilitate and finance Qualified Projects in accordance with the terms of the Local Law and this Agreement.

- (ii) Receive and review (or provide for the review of) applications submitted by Qualified Property Owners within the Participating Municipality for the financing of Qualified Projects, and the approval or disapproval of such applications in accordance with the Authority's guidelines, any restrictions imposed by the Participating Municipality, and the policies and procedures adopted by EIC with respect to Open C-PACE (the "*Policies and Procedures*"). The governing Board of EIC reserves the right to reject an application for financing for any reason.
  
- (iii) Prepare and deliver to the Participating Municipality by February 15<sup>th</sup> of each calendar year an annual report (the "*Annual Report*") which Annual Report may be filed by the Participating Municipality on the land records and shall contain information related to each Benefited Property within the Participating Municipality through December 31<sup>st</sup> of the immediately preceding calendar year, identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot) including:
  - A. A list of each Benefited Property for which a Qualified Property Owner executed a Finance Agreement during the prior calendar year (for which a Benefit Assessment Lien was added by EIC, on behalf of the Participating Municipality, to its land records in accordance with Section 3(d) below);
  - B. A list of each Benefited Property within the Participating Municipality where the Benefit Assessment and all obligations under the related Finance Agreement have been satisfied or paid in full during the prior calendar year, including the satisfaction date and a copy of the notice of satisfaction;
  - C. The total Annual Installment Amount paid to each Financing Party for each Benefited Property in the Participating Municipality during the prior calendar year;
  - D. For each Benefited Property with an outstanding Benefit Assessment, (i) the Annual Installment Amount collected in the current year, (ii) any amount of the Annual Installment Amount due and remaining uncollected in the current year, including any Financing Charges, and (iii) the Annual Installment Amount due to be collected in the following calendar year; and
  - E. All other information EIC may deem to be relevant to each Benefited Property within the Participating Municipality.

(b) Qualified Project Requirements.

If a Qualified Property Owner requests financing from EIC under the Program, EIC shall:

- (i) Require performance of an Energy Audit or Renewable Energy System Feasibility Analysis on the Qualified Property that assesses the expected energy cost savings of the Energy Efficiency Improvements or Renewable Energy Systems over the useful life of such Energy Efficiency Improvements and/or Renewable Energy Systems before approving such financing;
  - (ii) Impose requirements and criteria to ensure that the proposed Energy Efficiency Improvements or Renewable Energy Systems are consistent with the purpose of the Program;
  - (iii) Require that the Qualified Property Owner obtain the consent of any existing holder of a mortgage on the Qualified Property substantially in the form of Exhibit C attached hereto, prior to the recording of a Benefit Assessment Lien against the Qualified Property;
  - (iv) Receive the certificates of completion executed by the Benefited Property Owner or its duly authorized representative during or following installation or construction of the Qualified Project to determine compliance with the Policies and Procedures; and
  - (v) Verify and report to the Participating Municipality on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program.
- (c) Finance Agreement for Qualified Project. The Financing Party and the Qualified Property Owner shall enter into a Finance Agreement for the Qualified Project which shall set forth the terms and conditions for the disbursement and repayment of the Loan and the duties and obligations of the parties with respect to the acquisition, construction and installation of the Qualified Project. EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary to the Finance Agreement. The Finance Agreement shall state (a) the legal description of the Benefited Property, (b) the total Benefit Assessment that will be levied against the Benefited Property which shall include the cost of the Qualified Project together with any Eligible Costs and Financing Charges approved by EIC and by the Financing Party, (c) the fixed rate of interest on the Loan, and (d) a schedule of the Annual Installment Amounts due in each year of the Loan. Additionally, the Finance Agreement shall disclose the Financing Charges and risks associated with participation in the Program, including the risk of foreclosure in case of nonpayment of any Annual Installment Amount. Upon execution of the Finance Agreement by the Financing Party and the Qualified Property Owner, the property

that is the subject of the Finance Agreement shall be deemed a “Benefited Property.”

(d) Levy and Recording of Benefit Assessment Lien.

(i) Upon execution of a Finance Agreement, EIC, on behalf of the Participating Municipality, shall promptly record the Benefit Assessment Lien against the Benefited Property in the land records for properties in the Participating Municipality. The Benefit Assessment Lien shall be substantially in the form of Exhibit A to this Agreement and include a legal description of the Benefited Property and a schedule of the Annual Installment Amounts due in each year of the Loan. There shall be no charge, mortgage recording tax or other fee for recording the Benefit Assessment Lien on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality. As provided in the Enabling Act and the Local Law, the Benefit Assessment levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the Benefited Property on which they are made until they are paid. The Benefit Assessment shall be payable by the Benefited Property Owner in Annual Installment Amounts as provided in the Finance Agreement. Only delinquent Annual Installment Amounts that are due and owing may be subject to enforcement.

(ii) Pursuant to the Finance Agreement, the final amount of the Benefit Assessment may be adjusted after the recording of the Benefit Assessment Lien on the land records for the Participating Municipality. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, additional Financing Charges, or an amendment to the Finance Agreement. In the event that the final Benefit Assessment needs to be adjusted at the completion of the Qualified Project, or any other time, EIC, on behalf of the Participating Municipality, will record the new Benefit Assessment Lien on the land records to reflect such adjustment, together with a new schedule of Annual Installment Amounts. Such recording of the new Benefit Assessment Lien against the Benefited Property shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Participating Municipality.

(e) Annual Installment Liens.

(i) As provided in the Local Law, each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the “Annual Installment Lien”) and shall remain a lien until paid. Payment to the Financing Party shall be considered payment for this purpose. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional

Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

- (ii) The Benefit Assessment Lien shall be automatically reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or any other State or Local Law. No Annual Installment Amount shall be recovered by the Participating Municipality, EIC, or any assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.
  - (iii) Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Participating Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC or the Financing Party, as may be provided in the Finance Agreement.
- (f) Final Payment and Release. Upon notice from the Financing Party that the Benefit Assessment has been satisfied and paid in full, together with all Eligible Costs and Financing Charges provided under the Finance Agreement, EIC, on behalf of the Participating Municipality, will execute a Satisfaction and Release of Benefit Assessment Lien (the “Release”) substantially in the form attached hereto as Exhibit D, and record the Release on the land records for the Participating Municipality. There shall be no charge, mortgage recording tax or other fee for recording the Release on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality.
- (g) Billing and Collection of Annual Installment Amounts.
- (i) The Finance Agreement shall provide for the repayment of the Benefit Assessment in Annual Installment Amounts. EIC will act as the Participating Municipality’s agent in the billing and collection of the Benefit Assessment for each Benefited Property listed in the Annual Report in accordance with the related Finance Agreement.
  - (ii) In the event of a default in payment of any Annual Installment Amount for a Benefited Property, EIC agrees to take at least the following steps to

collect the delinquent Annual Installment Amount on behalf of the Participating Municipality:

- A. Mail a written notice of delinquency and demand for payment to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail; and
- B. Mail a second notice of delinquency to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

(iii) If the Benefited Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, then the Financing Party may redeem the Benefited Property and pursue collection of the delinquent Annual Installment Amounts as provided in paragraph (h) of this Section 3.

(h) Collection of Delinquent Payments.

(i) If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure pursuant to the RPTL or any other remedy available at law.

(ii) EIC shall provide written notice to the Participating Municipality of the institution of a judicial foreclosure or other proceeding against any Benefited Property located within the Participating Municipality for payment of delinquent Annual Installment Amounts.

**4. Obligations of the Participating Municipality.**

(a) Appointment of EIC as Agent. The Participating Municipality hereby appoints EIC to act as its agent in the administration of the Open C-PACE Program within the Participating Municipality and in its dealings with Financing Parties, Qualified Property Owners and Benefited Property Owners. EIC is authorized on behalf of the Participating Municipality to levy and record the Benefit Assessment Lien, any amendments or assignments thereof and the Release in the land records for properties in the Participating Municipality without charge, and to take any reasonable actions in the performance of its duties hereunder.

(b) Assignment of Benefit Assessment Lien.

(i) The Participating Municipality authorizes EIC, on its behalf, to sell or assign any and all Benefit Assessment Liens and Annual Installment Liens to a Financing Party that provides financing to a Qualified Property pursuant to a Finance Agreement. The Assignment of Benefit Assessment Lien shall

be in substantially the form attached hereto as Exhibit B, and shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality at the same time as the Benefit Assessment Lien.

The Financing Party may sell or assign for consideration any and all Benefit Assessment Lien and Annual Installment Liens received from EIC, on behalf of the Participating Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. Any such assignment shall be in a form acceptable to EIC, and shall be filed by the Financing Party or, at its request and upon indemnification, by EIC, on the land records for the Participating Municipality. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as EIC would have had if the Benefit Assessment Lien and Annual Installments Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. There shall be no charge, mortgage recording tax or other fee for recording of any assignment on the land records for the Participating Municipality if filed by EIC, in the same manner as if recorded by the Participating Municipality.

(c) Notices.

- (i) Within 10 days of EIC's request, the Participating Municipality will provide written notice to EIC of any delinquency in the payment of real property taxes by a Benefited Property Owner if the Benefited Property is subject to a Benefit Assessment Lien.
- (ii) The Participating Municipality will also provide written notice to EIC of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any Benefited Property for delinquent real property taxes if such Benefited Property is subject to a Benefit Assessment Lien.

(d) Promotion of Program; Assistance to EIC; Modification of Program.

- (i) The Participating Municipality shall use good faith efforts to assist EIC in local marketing efforts and outreach to the local business community to encourage participation in the Program such as including Program information on the Participating Municipality's website.
- (ii) The Participating Municipality shall use good faith efforts to assist in gathering and providing information for EIC to administer the Program.
- (iii) Except with respect to Qualified Properties for which an application has previously been submitted, the Participating Municipality may at any time modify Open C-PACE by changing the types of properties that may receive financing for Qualified Projects. The Participating Municipality shall

provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Participating Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

**5. Indemnification**

EIC agrees that it will protect, defend, indemnify and hold harmless the Participating Municipality and its officers, agents and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the negligent actions of EIC's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

**6. Term.**

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Benefit Assessments for Benefited Properties in the Participating Municipality have been paid in full or deemed no longer outstanding. The Participating Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to EIC, provided that the provisions of this Agreement shall continue with regard to Benefit Assessments assessed prior to such termination date until the Benefit Assessments have been paid in full or are no longer outstanding.

**7. Default.**

Each Party shall give the other Party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting Party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided, however, in no event shall either Party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 6 of this Agreement.

**8. Remedies Upon Default.**

Should the Participating Municipality default in any of its obligations hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

- (a) EIC may sue the Participating Municipality for specific enforcement of this Agreement;

- (b) EIC shall have the right to discontinue providing any new financings to Qualified Properties located within the Participating Municipality.
- (c) EIC may suspend the Participating Municipality's membership in EIC.
- (d) EIC shall have all other rights and remedies provided by law.

**9. Miscellaneous.**

- (a) Assignment or Transfer.

Except as provided in Section 4(b) hereof, neither Party may assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State or to a private party or entity without the prior written consent of the other Party.

- (b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

- (c) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

- (d) Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:

Susan Morth  
CEO  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: [susanm@energizeny.org](mailto:susanm@energizeny.org)

Alain Pierroz  
Chief Operating and Financial Officer  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: [alainp@energizeny.org](mailto:alainp@energizeny.org)

With a copy to:

Anna Lee, Esq.  
Partner  
Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, New York 10019  
E-mail: [anna.lee@nortonrosefulbright.com](mailto:anna.lee@nortonrosefulbright.com)

**PARTICIPATING MUNICIPALITY:**

With a copy to:

[Participating Municipality's counsel]

Either Party hereto may change its address for purposes of this Section by providing written notice to the other Party in the manner provided above.

(e) Amendment and Waivers.

Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by EIC and the Participating Municipality.

(f) Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

(g) Entire Agreement.

This instrument constitutes the entire agreement between the Parties with respect to the Open C-PACE Program and supersedes all previous discussions, understandings and agreements between the Parties relating to the Open C-PACE Program.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Date: \_\_\_\_\_, 20\_\_

ENERGY IMPROVEMENT CORPORATION

By: \_\_\_\_\_

Name: Susan Morth

Title: Executive Director

Date: \_\_\_\_\_, 20\_\_

PARTICIPATING MUNICIPALITY NAME:

By: \_\_\_\_\_

Name:

Title:

## EXHIBIT A

### CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (“EIC”), acting on behalf of [County/City/Town/Village] (the “Participating Municipality”) pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated \_\_\_\_\_, 2019, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as \_\_\_\_\_ and described more particularly in the attached **Exhibit A** (the “Benefited Property”), situated in the Participating Municipality and owned on the date hereof in whole or in part by \_\_\_\_\_ (the “Benefited Property Owner”), said levy and lien shall secure the repayment of financing for energy improvements or other improvements from time to time authorized by the Enabling Act made or to be made to the Benefited Property pursuant to that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated \_\_\_\_\_, 2019, as may be amended (the “Finance Agreement”). The amount and repayment of said levy and lien, as determined by EIC, on behalf of the Participating Municipality, are as follows: an installment payment schedule set forth in the attached **Exhibit B** is in effect for payment of the Benefit Assessment, and is based on the principal amount of the Benefit Assessment of \$ \_\_\_\_\_, with interest thereon at a fixed rate equal to \_\_\_\_\_% per annum, with [#] annual installments of principal and interest (the “Annual Installment Amount”) due and payable pursuant to the Finance Agreement. The Annual Installment Amount may be adjusted to reflect any permitted prepayments received or additional interest or charges due to late payments or defaults, as provided in the Finance Agreement.

Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the “Annual Installment Lien”) and shall remain a lien until paid. In the event that any Annual Installment Amount shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid Annual Installment Amount at the rate of \_\_\_\_\_% per annum, as provided in the Finance Agreement. All existing holders of any mortgage on the Benefited Property have consented to the levy and assessment of the Benefit Assessment Lien by the Participating Municipality against the Benefited Property, and copies of such consents have been provided to EIC.

At such time as the principal and interest payments of the Benefit Assessment have been satisfied and paid in full, a Satisfaction and Release of Benefit Assessment Lien shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Local Law to evidence a lien for the Benefit Assessment levied upon the Benefited Property for the special benefits conferred upon said Benefited Property by the energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or encumbrances

except a lien for taxes of the Participating Municipality on real property, municipal charges, or governmentally imposed assessments in respect of services or benefits to the Property, which liens shall have priority over this lien.

The portion of this Certificate which constitutes a levy of Benefit Assessment and notice of installment payment of Benefit Assessment is filed pursuant to the provisions of the Local Law and the General Municipal Law of the State of New York, as amended.

Dated at \_\_\_\_\_, New York this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By: \_\_\_\_\_  
Energy Improvement Corporation  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Property Owner

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_, 2019  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of  
[County/City/Town/Village].

\_\_\_\_\_  
Notary Public



## **Exhibit A- Property Description**

**Exhibit B- Payment Schedule**

Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

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Clerk of [County/City/Town/Village]

**EXHIBIT B**

**ASSIGNMENT OF BENEFIT ASSESSMENT LIEN**

KNOW ALL PERSONS BY THESE PRESENTS, that Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (hereinafter referred to as “EIC” or the “Assignor”), acting on behalf of [County/City/Town/Village], a New York municipal corporation (the “Municipality”), pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Municipality establishing the Energize NY Open C-PACE Financing Program in the Municipality, and the Municipal Agreement between the Municipality and EIC dated \_\_\_\_\_, 2019 (the “Municipal Agreement”), in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby quit-claims, grants, bargains, sells, conveys, assigns, transfers and sets over unto [Capital Provider] (the “Assignee”) under that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated \_\_\_\_\_, 2019, as may be amended (the “Finance Agreement”), without warranty and without recourse, all of its right, title and interest in and to that certain Benefit Assessment Lien and each Annual Installment Lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, filed by EIC, on behalf of the Municipality, on the land records, on property owned on the date hereof in whole or in part by \_\_\_\_\_ and as described on **Exhibit A** and also commonly referred to as \_\_\_\_\_, attached hereto and made a part hereof (the “Benefit Assessment Lien”), to have and to hold the same unto the said Assignee, its successor and assigns forever.

This Assignment is made, given and executed pursuant to the authority granted to Assignor as agent of the Municipality pursuant to Article 5-L of the General Municipal Law of the State of New York, the Local Law and the Municipal Agreement.

By execution of this Assignment, the Assignor assigns to Assignee, and the Assignee assumes, all of the rights at law or in equity, obligations, powers and duties as the Assignor or the Municipality would have with respect to the Benefit Assessment Lien, if the Benefit Assessment Lien had not been assigned with regard to precedence and priority of such Benefit Assessment Lien, the accrual of interest, charges, fees and expenses of collection, pursuant to the Local Law.

This Assignment by the Assignor is absolute and irrevocable and the [County/City/Town/Village] shall retain no interest, reversionary or otherwise, in the Benefit Assessment Lien.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Assignor

By: \_\_\_\_\_  
Energy Improvement Corporation  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[Capital Provider]

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_, 2019  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of  
[County/City/Town/Village].

---

Notary Public

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_, 2019  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of [Capital Provider], and free act and deed of said body politic and corporate,  
before me.

\_\_\_\_\_  
Notary Public

Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

\_\_\_\_\_  
Clerk of [County/City/Town/Village]

**EXHIBIT C**

**FORM OF CONSENT OF MORTGAGE HOLDERS**

**Date:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Owner:** \_\_\_\_\_  
**Municipality:** \_\_\_\_\_  
**APN:** \_\_\_\_\_  
**Loan Number:** \_\_\_\_\_  
**Estimated Annual Installment Amount:**  
**Maximum Benefit Assessment Amount:**

This Mortgage Holder Consent to Benefit Assessment (this “Consent”) is given by the undersigned entity, which is a mortgage holder (“Mortgage Holder”) on the above-referenced property (the “Property”) with respect to the above-referenced loan (the “Loan”).

**RECITALS**

Mortgage Holder is hereby notified that the above-referenced owner of the Property (the “Property Owner”) intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property (the “Authorized Improvements”) by participating in the Energize NY Open C-PACE Financing Program (the “Program”), sponsored by the Municipality. New York State General Municipal Law Article 5-L authorizes municipal corporations to create a sustainable energy financing program, such as the Program, to provide loans to property owners to achieve statewide energy efficiency and renewable energy goals, reduce greenhouse gas emissions and mitigate the effect of global climate change, and advance a clean energy economy.

Mortgage Holder understands that, as a result of an agreement between Energy Improvement Corporation (“EIC”), on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected in installments, in the same manner as and subject to the same remedies and lien priorities as real property taxes or municipal charges.

**CONSENT**

The undersigned hereby represents that it is authorized to execute this Consent on behalf of Mortgage Holder. Mortgage Holder hereby confirms:

A. Mortgage Holder understands that, as a result of an agreement between EIC, on behalf of the Municipality, and the Property Owner, the Benefit Assessment described herein will be levied on the Property, and that the Benefit Assessment will be collected in installments in the same manner as and subject to the same remedies and lien priorities as real property taxes or municipal charges. Mortgage Holder acknowledges that each annual installment in respect of the Benefit

Assessment shall create an Annual Installment Lien, and if such annual installment is not paid when due, each Annual Installment Lien shall constitute a statutory lien on the Property that is superior to the lien of the Loan.

B. Mortgage Holder acknowledges that the Benefit Assessment constitutes a statutory lien on the Property that is superior to the lien of the Loan.

C. This Consent shall not prohibit Mortgage Holder from pursuing any and all rights and remedies available to collect from Property Owner all amounts due to it under the Loan documents. Mortgage Holder shall have the right to cure any nonpayment by Property Owner of real property taxes and assessments (including the Benefit Assessment) to the same extent as Mortgage Holder has a right to cure nonpayment of real property taxes.

D. Mortgage Holder agrees that the levy of the Benefit Assessment will not constitute an event of default or trigger the exercise of any remedies under the Loan documents.

Mortgage Holder hereby acknowledges that the Property Owner and the Municipality will rely on the representation and consent of Mortgage Holder set forth in this Consent.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

MORTGAGE HOLDER

By: \_\_\_\_\_  
Name:  
Title:



**EXHIBIT D**

**SATISFACTION AND RELEASE OF BENEFIT ASSESSMENT LIEN**

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (“EIC”), acting on behalf of [County/City/Town/Village] (the “Participating Municipality”) pursuant to Article 5-L of the General Municipal Law of the State of New York (the “Enabling Act”) and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated \_\_\_\_\_, 2019, having filed a Certificate of Levy and Lien of Benefit Assessment against the property of [Property Owner], on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the land records of \_\_\_\_\_, Book \_\_\_\_\_ page \_\_\_\_\_ on the following described real property in \_\_\_\_\_, New York in the amount of \$ \_\_\_\_\_:

[Property description]

NOW, THEREFORE, the undersigned does hereby acknowledge satisfaction of the Lien of Benefit Assessment and does direct the Clerk of the [County/City/Town/Village] to release, cancel and discharge the Benefit Assessment Lien in accordance with the Enabling Act and the Local Law.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Energy Improvement Corporation

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Capital Provider]

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Property Owner]

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_, 2019  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of  
[County/City/Town/Village].

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_, 2019  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the [Capital Provider], and the free act and deed of said body politic and  
corporate, before me.

\_\_\_\_\_  
Notary Public



Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

\_\_\_\_\_  
Clerk of [County/City/Town/Village]

**MUNICIPAL AGREEMENT**

**BETWEEN**

**ENERGY IMPROVEMENT CORPORATION**

**AND**

**[PARTICIPATING MUNICIPALITY]**

**RELATING TO**

**ENERGIZE NY OPEN C-PACE FINANCING PROGRAM**

**DATED AS OF \_\_\_\_\_, 2019**

## TABLE OF CONTENTS

	Page
<b>1. Definitions .....</b>	<b>1</b>
<b>2. Representation and Warranties of the Parties .....</b>	<b>3</b>
(a) EIC .....	3
(b) Participating Municipality .....	4
<b>3. Obligations of EIC .....</b>	<b>5</b>
(a) Program Requirements .....	5
(b) Qualified Project Requirements .....	7
(c) Finance Agreement for Qualified Project .....	7
(d) Levy and Recording of Benefit Assessment Lien .....	8
(e) Annual Installment Liens .....	8
(f) Final Payment and Release .....	9
(g) Billing and Collection of Annual Installment Amounts .....	9
(h) Collection of Delinquent Payments .....	10
<b>4. Obligations of the Participating Municipality .....</b>	<b>10</b>
(a) Appointment of EIC as Agent .....	10
(b) Assignment of Benefit Assessment Lien .....	10
(c) Notices .....	11
(d) Promotion of Program; Assistance to EIC; Modification of Program .....	11
<b>5. Indemnification .....</b>	<b>12</b>
<b>6. Term .....</b>	<b>12</b>
<b>7. Default .....</b>	<b>12</b>
<b>8. Remedies Upon Default .....</b>	<b>12</b>
<b>9. Miscellaneous .....</b>	<b>13</b>
(a) Assignment or Transfer .....	13
(b) Severability .....	13
(c) Counterparts .....	13
(d) Notices .....	13
(e) Amendment and Waivers .....	14
(f) Governing Law .....	14
(g) Entire Agreement .....	14
Exhibit A – Certificate of Levy and Lien of Benefit Assessment .....	A-1
Exhibit B – Assignment of Benefit Assessment Lien .....	B-1
Exhibit C – Form of Consent of Mortgage Holders .....	C-1
Exhibit D – Satisfaction and Release of Lien of Benefit Assessment .....	D-1

**ENERGY IMPROVEMENT CORPORATION**  
**MUNICIPAL AGREEMENT (OPEN C-PACE)**

This Agreement made as of this \_\_\_ day of \_\_\_\_\_, 2019 (the “*Agreement*”), by and between [County/City/Town/Village], a municipal corporation organized and existing under the laws of the State of New York (the “*Participating Municipality*”) and the Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (“*EIC*”) (both the Participating Municipality and EIC may hereinafter be referred to individually as a “*Party*” and collectively as the “*Parties*”), sets forth the duties and obligations of each Party in connection with the Participating Municipality’s participation in the Energize NY Open C-PACE Financing Program (“*Open C-PACE*” or the “*Program*”), as more fully described herein. Capitalized terms used herein, unless otherwise defined herein, have the meanings assigned to them in Section 1 herein.

WHEREAS, EIC has established the Program as a sustainable energy financing program pursuant to the Enabling Act through which the member municipalities, including the Participating Municipality, may levy charges against Qualified Properties within the Participating Municipality for the purpose of promoting, facilitating and financing clean energy improvements to Qualified Properties, thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government;

WHEREAS, the Participating Municipality has adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries and has authorized EIC to act on its behalf to effectuate Open C-PACE within the Participating Municipality; and

WHEREAS, EIC wishes to provide for the terms and conditions pursuant to which the Participating Municipality will participate in Open C-PACE.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**1. Definitions.**

“Annual Installment Amount” means, with respect to each Benefited Property, the amount of the Benefit Assessment to be repaid by the Benefited Property Owner in installments made at least annually, in accordance with the schedule attached to the Finance Agreement for such Benefited Property. The Annual Installment Amount may be adjusted to reflect any Financing Charges as provided in Section 4(d) of this Agreement.

“Authority” means The New York State Energy Research and Development Authority, as defined by subdivision two of section 1851 of the Public Authorities Law of the State, or its successor.

“Benefit Assessment” means, as of the date a Finance Agreement is executed, the charge assessed against the Qualified Property, as such assessment may be modified pursuant to Section 4(d) of this Agreement, and as otherwise provided in the Finance Agreement.

“Benefit Assessment Lien” means a lien which evidences a Benefit Assessment and is recorded by EIC, on behalf of the Participating Municipality, on the land records against a Benefited Property.

“Benefited Property” means a Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

“Benefited Property Owner” means the owner of record of a Benefited Property meeting requirements for participation in the Program as an owner.

“Business Day” means any day on which EIC is open for business and banks are not required by law to close in New York, New York.

“Eligible Costs” means costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC’s Program administration fee, closing costs and fees, title and appraisal fees, professionals’ fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement

“Enabling Act” means Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

“Energy Audit” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Energy Efficiency Improvement” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Finance Agreement” means a written agreement between a Financing Party and a Qualified Property Owner for the financing of a Qualified Project on the Qualified Property to which EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary.

“Financing Charges” means all charges, fees and expenses related to the Loan including accrued interest, capitalized interest, prepayment premiums and penalties as a result of a default or late payment and costs and reasonable attorneys’ fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

“Financing Party” means any third-party capital provider approved by EIC to provide financing to Qualified Property Owners or other financial support to Open C-PACE which has entered into an agreement with EIC to administer Open C-PACE in the Participating Municipality.

“Loan” means a loan made by a Financing Party to a Qualified Property Owner for a Qualified Project pursuant to Open C-PACE.

“Local Law” means Local Law No. \_\_ pursuant to Municipal Home Rule Law and the Enabling Act, authorizing the provision of financing through the Energize NY Open C-PACE Financing Program.

“Municipal Lien” means a lien on Benefited Property which secures the obligation to pay real property taxes, municipal charges or governmentally imposed assessments in respect of services of benefits to a Benefited Property.

“Non-Municipal Lien” means a lien on Benefited Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Benefited Property Owner or Benefited Property.

“Policies and Procedures” shall have the meaning assigned thereto in Section 3(a)(ii) of this Agreement.

“Qualified Project” means the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

“Qualified Property” means any real property, other than a residential dwelling containing less than three dwelling units, located within the boundaries of the Participating Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this Agreement, the Local Law and the Enabling Act and has become the site of a Qualified Project.

“Qualified Property Owner” means the owner of record of a Qualified Property meeting requirements for participation in the Program as an owner.

“Renewable Energy Systems” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Renewable Energy System Feasibility Study” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“RPTL” means the Real Property Tax Law of the State, as amended from time to time.

“State” means the State of New York.

## **2. Representation and Warranties of the Parties.**

(a) EIC.

- (i) EIC hereby represents that it is a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of the State, authorized to implement the Program by arranging Loans to Qualified Property Owners and providing for repayment of the Loans from monies collected by or on behalf of the Participating Municipality as a Benefit Assessment.

- (ii) EIC represents and warrants that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third-party is required for EIC's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of EIC has been and is duly authorized to bind EIC.

(b) Participating Municipality.

- (i) *Authority.* The Participating Municipality is a municipal corporation, constituting a tax district as defined in Section 1102 of the RPTL of the State, duly organized and existing under the laws of the State and has full legal right, power and authority to (i) adopt the Local Law, (ii) assess, collect, remit and assign Benefit Assessments for Benefited Properties located within its geographical boundaries, (iii) levy Benefit Assessment Liens against Benefited Properties located within its geographical boundaries, (iv) conduct its business and own its properties, (v) enter into this Agreement and to comply with its terms, and (vi) carry out and consummate, by contract or otherwise, all other transactions contemplated by its participation in Open C-PACE.
- (ii) *Adoption of Local Law.* The Participating Municipality has on \_\_\_\_\_ adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties for Qualified Projects.
- (iii) *Approvals and Consents.* The Participating Municipality has duly approved the execution and delivery of this Agreement and approved implementation of Open C-PACE by EIC and has authorized EIC to act on its behalf in effectuating Open C-PACE; and any and all consents, authorizations and approvals of any third-party required with respect thereto have been obtained.
- (iv) *Capacity.* The Participating Municipality has the legal, institutional, managerial, technical, contractual and financial capability to (a) ensure adequate and timely assessment and collection of property taxes in the Participating Municipality, (b) levy and record Benefit Assessment Liens on Benefited Properties within its geographical boundaries, and (c) assign or authorize EIC, on its behalf, to assign the Benefit Assessment Liens to third-party capital providers in connection with the financing of Qualified Projects.
- (v) *Binding Obligation.* This Agreement has been duly authorized, executed and delivered by the Participating Municipality and constitutes a legal, valid and binding obligation of the Participating Municipality except as

enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and the application of general principles of equity by a court of competent jurisdiction (whether in an action of law or a proceeding in equity); the defense of sovereign immunity is not available to the Participating Municipality in any proceedings by EIC to enforce any of the obligations of the Participating Municipality under this Agreement.

- (vi) *No Action.* There is no claim, action, suit, litigation, proceeding, arbitration, inquiry or investigation of any kind, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Participating Municipality, nor is there any basis therefore, (i) affecting the creation, organization or existence of the Participating Municipality or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin or in any way contest the execution of this Agreement, the Finance Agreement or any other agreement entered into in connection with the Participating Municipality's participation in the Program, or (iii) seeking to prohibit, restrain, enjoin or in any way contesting or affecting the validity or enforceability of the Local Law, this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.
- (vii) *No Material Default.* The Participating Municipality is not in material default under any finance agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness of the Participating Municipality. The execution and delivery of this Agreement, and the adoption of the Local Law and compliance with the respective provisions hereof and thereof, will not conflict with or constitute a breach of or material default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Participating Municipality is a party or by which it or any of its property is bound.

### **3. Obligations of EIC.**

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- (a) Program Requirements.
  - (i) The establishment and administration of Open C-PACE to provide financing to Qualified Properties within the Participating Municipality in order to promote, facilitate and finance Qualified Projects in accordance with the terms of the Local Law and this Agreement.

- (ii) Receive and review (or provide for the review of) applications submitted by Qualified Property Owners within the Participating Municipality for the financing of Qualified Projects, and the approval or disapproval of such applications in accordance with the Authority's guidelines, any restrictions imposed by the Participating Municipality, and the policies and procedures adopted by EIC with respect to Open C-PACE (the "*Policies and Procedures*"). The governing Board of EIC reserves the right to reject an application for financing for any reason.
  
- (iii) Prepare and deliver to the Participating Municipality by February 15<sup>th</sup> of each calendar year an annual report (the "*Annual Report*") which Annual Report may be filed by the Participating Municipality on the land records and shall contain information related to each Benefited Property within the Participating Municipality through December 31<sup>st</sup> of the immediately preceding calendar year, identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot) including:
  - A. A list of each Benefited Property for which a Qualified Property Owner executed a Finance Agreement during the prior calendar year (for which a Benefit Assessment Lien was added by EIC, on behalf of the Participating Municipality, to its land records in accordance with Section 3(d) below);
  - B. A list of each Benefited Property within the Participating Municipality where the Benefit Assessment and all obligations under the related Finance Agreement have been satisfied or paid in full during the prior calendar year, including the satisfaction date and a copy of the notice of satisfaction;
  - C. The total Annual Installment Amount paid to each Financing Party for each Benefited Property in the Participating Municipality during the prior calendar year;
  - D. For each Benefited Property with an outstanding Benefit Assessment, (i) the Annual Installment Amount collected in the current year, (ii) any amount of the Annual Installment Amount due and remaining uncollected in the current year, including any Financing Charges, and (iii) the Annual Installment Amount due to be collected in the following calendar year; and
  - E. All other information EIC may deem to be relevant to each Benefited Property within the Participating Municipality.

(b) Qualified Project Requirements.

If a Qualified Property Owner requests financing from EIC under the Program, EIC shall:

- (i) Require performance of an Energy Audit or Renewable Energy System Feasibility Analysis on the Qualified Property that assesses the expected energy cost savings of the Energy Efficiency Improvements or Renewable Energy Systems over the useful life of such Energy Efficiency Improvements and/or Renewable Energy Systems before approving such financing;
  - (ii) Impose requirements and criteria to ensure that the proposed Energy Efficiency Improvements or Renewable Energy Systems are consistent with the purpose of the Program;
  - (iii) Require that the Qualified Property Owner obtain the consent of any existing holder of a mortgage on the Qualified Property substantially in the form of Exhibit C attached hereto, prior to the recording of a Benefit Assessment Lien against the Qualified Property;
  - (iv) Receive the certificates of completion executed by the Benefited Property Owner or its duly authorized representative during or following installation or construction of the Qualified Project to determine compliance with the Policies and Procedures; and
  - (v) Verify and report to the Participating Municipality on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program.
- (c) Finance Agreement for Qualified Project. The Financing Party and the Qualified Property Owner shall enter into a Finance Agreement for the Qualified Project which shall set forth the terms and conditions for the disbursement and repayment of the Loan and the duties and obligations of the parties with respect to the acquisition, construction and installation of the Qualified Project. EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary to the Finance Agreement. The Finance Agreement shall state (a) the legal description of the Benefited Property, (b) the total Benefit Assessment that will be levied against the Benefited Property which shall include the cost of the Qualified Project together with any Eligible Costs and Financing Charges approved by EIC and by the Financing Party, (c) the fixed rate of interest on the Loan, and (d) a schedule of the Annual Installment Amounts due in each year of the Loan. Additionally, the Finance Agreement shall disclose the Financing Charges and risks associated with participation in the Program, including the risk of foreclosure in case of nonpayment of any Annual Installment Amount. Upon execution of the Finance Agreement by the Financing Party and the Qualified Property Owner, the property

that is the subject of the Finance Agreement shall be deemed a “Benefited Property.”

(d) Levy and Recording of Benefit Assessment Lien.

(i) Upon execution of a Finance Agreement, EIC, on behalf of the Participating Municipality, shall promptly record the Benefit Assessment Lien against the Benefited Property in the land records for properties in the Participating Municipality. The Benefit Assessment Lien shall be substantially in the form of Exhibit A to this Agreement and include a legal description of the Benefited Property and a schedule of the Annual Installment Amounts due in each year of the Loan. There shall be no charge, mortgage recording tax or other fee for recording the Benefit Assessment Lien on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality. As provided in the Enabling Act and the Local Law, the Benefit Assessment levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the Benefited Property on which they are made until they are paid. The Benefit Assessment shall be payable by the Benefited Property Owner in Annual Installment Amounts as provided in the Finance Agreement. Only delinquent Annual Installment Amounts that are due and owing may be subject to enforcement.

(ii) Pursuant to the Finance Agreement, the final amount of the Benefit Assessment may be adjusted after the recording of the Benefit Assessment Lien on the land records for the Participating Municipality. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, additional Financing Charges, or an amendment to the Finance Agreement. In the event that the final Benefit Assessment needs to be adjusted at the completion of the Qualified Project, or any other time, EIC, on behalf of the Participating Municipality, will record the new Benefit Assessment Lien on the land records to reflect such adjustment, together with a new schedule of Annual Installment Amounts. Such recording of the new Benefit Assessment Lien against the Benefited Property shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Participating Municipality.

(e) Annual Installment Liens.

(i) As provided in the Local Law, each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the “Annual Installment Lien”) and shall remain a lien until paid. Payment to the Financing Party shall be considered payment for this purpose. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional

Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

- (ii) The Benefit Assessment Lien shall be automatically reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or any other State or Local Law. No Annual Installment Amount shall be recovered by the Participating Municipality, EIC, or any assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.
  - (iii) Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Participating Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC or the Financing Party, as may be provided in the Finance Agreement.
- (f) Final Payment and Release. Upon notice from the Financing Party that the Benefit Assessment has been satisfied and paid in full, together with all Eligible Costs and Financing Charges provided under the Finance Agreement, EIC, on behalf of the Participating Municipality, will execute a Satisfaction and Release of Benefit Assessment Lien (the “Release”) substantially in the form attached hereto as Exhibit D, and record the Release on the land records for the Participating Municipality. There shall be no charge, mortgage recording tax or other fee for recording the Release on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality.
- (g) Billing and Collection of Annual Installment Amounts.
- (i) The Finance Agreement shall provide for the repayment of the Benefit Assessment in Annual Installment Amounts. EIC will act as the Participating Municipality’s agent in the billing and collection of the Benefit Assessment for each Benefited Property listed in the Annual Report in accordance with the related Finance Agreement.
  - (ii) In the event of a default in payment of any Annual Installment Amount for a Benefited Property, EIC agrees to take at least the following steps to

collect the delinquent Annual Installment Amount on behalf of the Participating Municipality:

- A. Mail a written notice of delinquency and demand for payment to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail; and
- B. Mail a second notice of delinquency to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

(iii) If the Benefited Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, then the Financing Party may redeem the Benefited Property and pursue collection of the delinquent Annual Installment Amounts as provided in paragraph (h) of this Section 3.

(h) Collection of Delinquent Payments.

(i) If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure pursuant to the RPTL or any other remedy available at law.

(ii) EIC shall provide written notice to the Participating Municipality of the institution of a judicial foreclosure or other proceeding against any Benefited Property located within the Participating Municipality for payment of delinquent Annual Installment Amounts.

**4. Obligations of the Participating Municipality.**

(a) Appointment of EIC as Agent. The Participating Municipality hereby appoints EIC to act as its agent in the administration of the Open C-PACE Program within the Participating Municipality and in its dealings with Financing Parties, Qualified Property Owners and Benefited Property Owners. EIC is authorized on behalf of the Participating Municipality to levy and record the Benefit Assessment Lien, any amendments or assignments thereof and the Release in the land records for properties in the Participating Municipality without charge, and to take any reasonable actions in the performance of its duties hereunder.

(b) Assignment of Benefit Assessment Lien.

(i) The Participating Municipality authorizes EIC, on its behalf, to sell or assign any and all Benefit Assessment Liens and Annual Installment Liens to a Financing Party that provides financing to a Qualified Property pursuant to a Finance Agreement. The Assignment of Benefit Assessment Lien shall

be in substantially the form attached hereto as Exhibit B, and shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality at the same time as the Benefit Assessment Lien.

The Financing Party may sell or assign for consideration any and all Benefit Assessment Lien and Annual Installment Liens received from EIC, on behalf of the Participating Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. Any such assignment shall be in a form acceptable to EIC, and shall be filed by the Financing Party or, at its request and upon indemnification, by EIC, on the land records for the Participating Municipality. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as EIC would have had if the Benefit Assessment Lien and Annual Installments Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. There shall be no charge, mortgage recording tax or other fee for recording of any assignment on the land records for the Participating Municipality if filed by EIC, in the same manner as if recorded by the Participating Municipality.

(c) Notices.

- (i) Within 10 days of EIC's request, the Participating Municipality will provide written notice to EIC of any delinquency in the payment of real property taxes by a Benefited Property Owner if the Benefited Property is subject to a Benefit Assessment Lien.
- (ii) The Participating Municipality will also provide written notice to EIC of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any Benefited Property for delinquent real property taxes if such Benefited Property is subject to a Benefit Assessment Lien.

(d) Promotion of Program; Assistance to EIC; Modification of Program.

- (i) The Participating Municipality shall use good faith efforts to assist EIC in local marketing efforts and outreach to the local business community to encourage participation in the Program such as including Program information on the Participating Municipality's website.
- (ii) The Participating Municipality shall use good faith efforts to assist in gathering and providing information for EIC to administer the Program.
- (iii) Except with respect to Qualified Properties for which an application has previously been submitted, the Participating Municipality may at any time modify Open C-PACE by changing the types of properties that may receive financing for Qualified Projects. The Participating Municipality shall

provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Participating Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

**5. Indemnification**

EIC agrees that it will protect, defend, indemnify and hold harmless the Participating Municipality and its officers, agents and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the negligent actions of EIC's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

**6. Term.**

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Benefit Assessments for Benefited Properties in the Participating Municipality have been paid in full or deemed no longer outstanding. The Participating Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to EIC, provided that the provisions of this Agreement shall continue with regard to Benefit Assessments assessed prior to such termination date until the Benefit Assessments have been paid in full or are no longer outstanding.

**7. Default.**

Each Party shall give the other Party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting Party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided, however, in no event shall either Party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 6 of this Agreement.

**8. Remedies Upon Default.**

Should the Participating Municipality default in any of its obligations hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

- (a) EIC may sue the Participating Municipality for specific enforcement of this Agreement;

- (b) EIC shall have the right to discontinue providing any new financings to Qualified Properties located within the Participating Municipality.
- (c) EIC may suspend the Participating Municipality's membership in EIC.
- (d) EIC shall have all other rights and remedies provided by law.

**9. Miscellaneous.**

- (a) Assignment or Transfer.

Except as provided in Section 4(b) hereof, neither Party may assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State or to a private party or entity without the prior written consent of the other Party.

- (b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

- (c) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

- (d) Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:

Susan Morth  
CEO  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: [susanm@energizeny.org](mailto:susanm@energizeny.org)

Alain Pierroz  
Chief Operating and Financial Officer  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: [alainp@energizeny.org](mailto:alainp@energizeny.org)

With a copy to:

Anna Lee, Esq.  
Partner  
Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, New York 10019  
E-mail: [anna.lee@nortonrosefulbright.com](mailto:anna.lee@nortonrosefulbright.com)

**PARTICIPATING MUNICIPALITY:**

With a copy to:

[Participating Municipality's counsel]

Either Party hereto may change its address for purposes of this Section by providing written notice to the other Party in the manner provided above.

(e) Amendment and Waivers.

Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by EIC and the Participating Municipality.

(f) Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

(g) Entire Agreement.

This instrument constitutes the entire agreement between the Parties with respect to the Open C-PACE Program and supersedes all previous discussions, understandings and agreements between the Parties relating to the Open C-PACE Program.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Date: \_\_\_\_\_, 20\_\_

ENERGY IMPROVEMENT CORPORATION

By: \_\_\_\_\_

Name: Susan Morth

Title: Executive Director

Date: \_\_\_\_\_, 20\_\_

PARTICIPATING MUNICIPALITY NAME:

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

**CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT**

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (“EIC”), acting on behalf of [County/City/Town/Village] (the “Participating Municipality”) pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated \_\_\_\_\_, 2019, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as \_\_\_\_\_ and described more particularly in the attached **Exhibit A** (the “Benefited Property”), situated in the Participating Municipality and owned on the date hereof in whole or in part by \_\_\_\_\_ (the “Benefited Property Owner”), said levy and lien shall secure the repayment of financing for energy improvements or other improvements from time to time authorized by the Enabling Act made or to be made to the Benefited Property pursuant to that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated \_\_\_\_\_, 2019, as may be amended (the “Finance Agreement”). The amount and repayment of said levy and lien, as determined by EIC, on behalf of the Participating Municipality, are as follows: an installment payment schedule set forth in the attached **Exhibit B** is in effect for payment of the Benefit Assessment, and is based on the principal amount of the Benefit Assessment of \$ \_\_\_\_\_, with interest thereon at a fixed rate equal to \_\_\_\_\_% per annum, with [#] annual installments of principal and interest (the “Annual Installment Amount”) due and payable pursuant to the Finance Agreement. The Annual Installment Amount may be adjusted to reflect any permitted prepayments received or additional interest or charges due to late payments or defaults, as provided in the Finance Agreement.

Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the “Annual Installment Lien”) and shall remain a lien until paid. In the event that any Annual Installment Amount shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid Annual Installment Amount at the rate of \_\_\_\_\_% per annum, as provided in the Finance Agreement. All existing holders of any mortgage on the Benefited Property have consented to the levy and assessment of the Benefit Assessment Lien by the Participating Municipality against the Benefited Property, and copies of such consents have been provided to EIC.

At such time as the principal and interest payments of the Benefit Assessment have been satisfied and paid in full, a Satisfaction and Release of Benefit Assessment Lien shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Local Law to evidence a lien for the Benefit Assessment levied upon the Benefited Property for the special benefits conferred upon said Benefited Property by the energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or encumbrances

except a lien for taxes of the Participating Municipality on real property, municipal charges, or governmentally imposed assessments in respect of services or benefits to the Property, which liens shall have priority over this lien.

The portion of this Certificate which constitutes a levy of Benefit Assessment and notice of installment payment of Benefit Assessment is filed pursuant to the provisions of the Local Law and the General Municipal Law of the State of New York, as amended.

Dated at \_\_\_\_\_, New York this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By: \_\_\_\_\_  
Energy Improvement Corporation  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Property Owner

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_, 2019  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of  
[County/City/Town/Village].

\_\_\_\_\_  
Notary Public



## **Exhibit A- Property Description**

**Exhibit B- Payment Schedule**

Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

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Clerk of [County/City/Town/Village]

**EXHIBIT B**

**ASSIGNMENT OF BENEFIT ASSESSMENT LIEN**

KNOW ALL PERSONS BY THESE PRESENTS, that Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (hereinafter referred to as “EIC” or the “Assignor”), acting on behalf of [County/City/Town/Village], a New York municipal corporation (the “Municipality”), pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Municipality establishing the Energize NY Open C-PACE Financing Program in the Municipality, and the Municipal Agreement between the Municipality and EIC dated \_\_\_\_\_, 2019 (the “Municipal Agreement”), in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby quit-claims, grants, bargains, sells, conveys, assigns, transfers and sets over unto [Capital Provider] (the “Assignee”) under that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated \_\_\_\_\_, 2019, as may be amended (the “Finance Agreement”), without warranty and without recourse, all of its right, title and interest in and to that certain Benefit Assessment Lien and each Annual Installment Lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, filed by EIC, on behalf of the Municipality, on the land records, on property owned on the date hereof in whole or in part by \_\_\_\_\_ and as described on **Exhibit A** and also commonly referred to as \_\_\_\_\_, attached hereto and made a part hereof (the “Benefit Assessment Lien”), to have and to hold the same unto the said Assignee, its successor and assigns forever.

This Assignment is made, given and executed pursuant to the authority granted to Assignor as agent of the Municipality pursuant to Article 5-L of the General Municipal Law of the State of New York, the Local Law and the Municipal Agreement.

By execution of this Assignment, the Assignor assigns to Assignee, and the Assignee assumes, all of the rights at law or in equity, obligations, powers and duties as the Assignor or the Municipality would have with respect to the Benefit Assessment Lien, if the Benefit Assessment Lien had not been assigned with regard to precedence and priority of such Benefit Assessment Lien, the accrual of interest, charges, fees and expenses of collection, pursuant to the Local Law.

This Assignment by the Assignor is absolute and irrevocable and the [County/City/Town/Village] shall retain no interest, reversionary or otherwise, in the Benefit Assessment Lien.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Assignor

By: \_\_\_\_\_  
Energy Improvement Corporation  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[Capital Provider]

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_, 2019  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of  
[County/City/Town/Village].

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_, 2019  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of [Capital Provider], and free act and deed of said body politic and corporate,  
before me.

\_\_\_\_\_  
Notary Public

Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

\_\_\_\_\_  
Clerk of [County/City/Town/Village]

**EXHIBIT C**

**FORM OF CONSENT OF MORTGAGE HOLDERS**

**Date:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Owner:** \_\_\_\_\_  
**Municipality:** \_\_\_\_\_  
**APN:** \_\_\_\_\_  
**Loan Number:** \_\_\_\_\_  
**Estimated Annual Installment Amount:**  
**Maximum Benefit Assessment Amount:**

This Mortgage Holder Consent to Benefit Assessment (this “Consent”) is given by the undersigned entity, which is a mortgage holder (“Mortgage Holder”) on the above-referenced property (the “Property”) with respect to the above-referenced loan (the “Loan”).

**RECITALS**

Mortgage Holder is hereby notified that the above-referenced owner of the Property (the “Property Owner”) intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property (the “Authorized Improvements”) by participating in the Energize NY Open C-PACE Financing Program (the “Program”), sponsored by the Municipality. New York State General Municipal Law Article 5-L authorizes municipal corporations to create a sustainable energy financing program, such as the Program, to provide loans to property owners to achieve statewide energy efficiency and renewable energy goals, reduce greenhouse gas emissions and mitigate the effect of global climate change, and advance a clean energy economy.

Mortgage Holder understands that, as a result of an agreement between Energy Improvement Corporation (“EIC”), on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected in installments, in the same manner as and subject to the same remedies and lien priorities as real property taxes or municipal charges.

**CONSENT**

The undersigned hereby represents that it is authorized to execute this Consent on behalf of Mortgage Holder. Mortgage Holder hereby confirms:

A. Mortgage Holder understands that, as a result of an agreement between EIC, on behalf of the Municipality, and the Property Owner, the Benefit Assessment described herein will be levied on the Property, and that the Benefit Assessment will be collected in installments in the same manner as and subject to the same remedies and lien priorities as real property taxes or municipal charges. Mortgage Holder acknowledges that each annual installment in respect of the Benefit

Assessment shall create an Annual Installment Lien, and if such annual installment is not paid when due, each Annual Installment Lien shall constitute a statutory lien on the Property that is superior to the lien of the Loan.

B. Mortgage Holder acknowledges that the Benefit Assessment constitutes a statutory lien on the Property that is superior to the lien of the Loan.

C. This Consent shall not prohibit Mortgage Holder from pursuing any and all rights and remedies available to collect from Property Owner all amounts due to it under the Loan documents. Mortgage Holder shall have the right to cure any nonpayment by Property Owner of real property taxes and assessments (including the Benefit Assessment) to the same extent as Mortgage Holder has a right to cure nonpayment of real property taxes.

D. Mortgage Holder agrees that the levy of the Benefit Assessment will not constitute an event of default or trigger the exercise of any remedies under the Loan documents.

Mortgage Holder hereby acknowledges that the Property Owner and the Municipality will rely on the representation and consent of Mortgage Holder set forth in this Consent.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

MORTGAGE HOLDER

By: \_\_\_\_\_  
Name:  
Title:



**EXHIBIT D**

**SATISFACTION AND RELEASE OF BENEFIT ASSESSMENT LIEN**

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (“EIC”), acting on behalf of [County/City/Town/Village] (the “Participating Municipality”) pursuant to Article 5-L of the General Municipal Law of the State of New York (the “Enabling Act”) and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated \_\_\_\_\_, 2019, having filed a Certificate of Levy and Lien of Benefit Assessment against the property of [Property Owner], on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the land records of \_\_\_\_\_, Book \_\_\_\_\_ page \_\_\_\_\_ on the following described real property in \_\_\_\_\_, New York in the amount of \$ \_\_\_\_\_:

[Property description]

NOW, THEREFORE, the undersigned does hereby acknowledge satisfaction of the Lien of Benefit Assessment and does direct the Clerk of the [County/City/Town/Village] to release, cancel and discharge the Benefit Assessment Lien in accordance with the Enabling Act and the Local Law.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Energy Improvement Corporation

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Capital Provider]

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Property Owner]

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_, 2019  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of  
[County/City/Town/Village].

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_, 2019  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the [Capital Provider], and the free act and deed of said body politic and  
corporate, before me.

\_\_\_\_\_  
Notary Public



Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

\_\_\_\_\_  
Clerk of [County/City/Town/Village]

CERTIFICATE OF PARTICIPATING MUNICIPALITY

I, \_\_\_\_\_, an authorized officer of \_\_\_\_\_, New York (the “Participating Municipality”), a municipal corporation of the State of New York, **HEREBY CERTIFY** as follows:

1. On \_\_\_\_\_ the Participating Municipality duly adopted Local Law No. \_\_\_\_ (the “Local Law”), in the form attached hereto as Exhibit A, in accordance with the Municipal Home Rule Law and Article 5-L of the General Municipal Law (“Article 5-L”) and such Local Law is in full force and effect and has not been modified, amended or revoked.

2. On \_\_\_\_\_ 20\_\_, \_\_\_\_\_, on behalf of the Participating Municipality, being duly authorized, executed the Municipal Agreement, between Energy Improvement Corporation (“EIC”) and the Participating Municipality, dated as of \_\_\_\_\_, 2019 (the “Municipal Agreement”), in the form attached hereto as Exhibit B, and said Municipal Agreement is in full force and effect as it relates to the Participating Municipality and to the best of my knowledge, the Participating Municipality is not in default under any of the provisions thereof.

3. Pursuant to the Municipal Agreement, the Participating Municipality has appointed EIC to act as its agent in the administration of the Open C-PACE Program (the “Program”) within the Participating Municipality and in its dealings with financing parties and property owners wishing to participate in the Program. EIC is authorized on behalf of the Participating Municipality to levy and record the Benefit Assessment Lien (in the form attached to the Municipal Agreement), any amendments or assignments thereof and the Release in the land records for properties in the Participating Municipality without charge, and to take any reasonable actions in the performance of its duties under the Municipal Agreement and other Program documents.

4. To the best of my knowledge, as of the date of this Certificate:

a. No litigation, legal action or other proceeding is pending or threatened against the Participating Municipality with respect to its obligations under the Municipal Agreement; and

b. There is no litigation pending or threatened to restrain or enjoin the Municipal Agreement or in any manner questioning: (i) the proceedings under which the Local Law was adopted; (ii) the proceedings under which the Municipal Agreement was authorized, or (iii) the validity of either the Local Law or the Municipal Agreement or the legal authority of the Participating Municipality to perform any of its obligations or undertaking under the Local Law or the Municipal agreement, respectively;

c. As of even date hereof, the undersigned acting in its official capacity and to the best of his/her understanding, there has occurred no material adverse change in the financial condition of the Participating Municipality as set forth in the audited financial statements of the Participating Municipality for its fiscal year ending 201\_, which is the most recent year for which audited financial statements are available.

All terms not otherwise defined hereinabove shall have the respective meanings set forth in the Municipal Agreement.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 201\_.

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**Name:**

Position:

Participating Municipality:



# *Ferraro & Stamos, LLP*

*Attorneys at Law*

FRANK FERRARO\*

CONSTANTINE STAMOS\*

\*Member of NJ & NY Bars  
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(914) 684-2088

**Mailing Address:**  
P.O. Box 158  
Rockleigh, NJ 07647-0158

September 13, 2019

**Via UPS and Email**

Mr. Marcus A. Serrano  
City Manager  
City Hall  
1051 Boston Post Road  
Rye, N.Y. 10580

**RE: Eligible Facility Permit Application to the City Council per Sec. 196-5.F(1)  
Applicant: T-Mobile Northeast LLC  
66 Milton Road, City of Rye, County of Westchester, N.Y.  
Parcel 146-11-1-73  
Site No. WE0304D**

Dear Ms. Wilson and Mr. Serrano:

Pursuant to our previous correspondence on July 15, 2019, please accept this letter request for an Eligible Facility Permit per Sec. 196-5.F(1) of the City Ordinance with respect to a proposed existing wireless telecommunication facility upgrade by the applicant, T-Mobile Northeast LLC (hereafter referred to as "T-Mobile"), at the above referenced property. T-Mobile currently has 6 panel antennas flush-mounted to the existing building on the property and 2 equipment cabinets on a steel platform on the roof. T-Mobile is seeking to upgrade the facility by removing 2 panel antennas and collocating 4 new panel antennas at the same height on the building penthouse for a total of 8 panel antennas. In addition, 4 remote radioheads are proposed on the penthouse and the existing T-Mobile equipment platform and cabinets will be removed and relocated inside of the existing abandoned Nextel equipment shelter on the roof. Minor ancillary upgrades are also proposed as shown on the enclosed plans.

In support of this Eligible Facility Permit application, enclosed please find ten (10) copies of the following documents:

1. Eligibility Facility Permit Request Memorandum and Waiver Request identifying those provisions of the ordinance which the applicant believes can be waived due to the de minimis nature of this upgrade and since the provisions are not germane to an eligibility facility

**Mr. Marcus A. Serrano**

**City Manager**

**Eligible Facility Permit Application to the City Council per Sec. 196-5.F(1)**

**Applicant: T-Mobile Northeast LLC**

**66 Milton Road, City of Rye, County of Westchester, N.Y.**

**Parcel 146-11-1-73**

**Site No. WE0304D**

**Page 2**

request determination per 47 USCA 1455 and FCC Order 14-153;

2. Photo-simulations by TK Design Associates showing before and after photo renderings of the upgrade;

3. Antenna Site FCC RF Compliance Assessment and Report by Pinnacle Telecom Group, dated 7/23/19;

4. Structural Certification letter by French & Parrello Associates, dated 4/19/19; and

5. Plans prepared by French & Parrello Associates detailing the upgrade, last revised 4/16/19.

Kindly advise as to the first available City Council meeting at which this matter can be considered. Thank you for your attention to this matter and please feel free to call me with any questions.

Very truly yours,  
**FERRARO & STAMOS LLP**

Frank Ferraro

FF/sa/encls.

Cc: Kristen K. Wilson Esq., City Attorney (via email w/ attachments)  
Mr. Tim Kronk, TK  
Ms. Maryann Keeshen

# ***Ferraro & Stamos, LLP***

*Attorneys at Law*

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(914) 684-2088

**Mailing Address:**  
P.O. Box 158  
Rockleigh, NJ 07647-0158

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To: City Council  
City Hall  
1051 Boston Post Road  
Rye, N.Y. 10580

From: Frank Ferraro, Esq.  
Ferraro & Stamos LLP  
Attorneys for T-Mobile Northeast LLC

RE: **Eligible Facility Permit Request Memorandum and Waiver Request  
pursuant to the City Council per Sec. 196-5.F(1)  
Applicant: T-Mobile Northeast LLC  
66 Milton Road, City of Rye, County of Westchester, N.Y.  
Parcel 146-11-1-73  
Site No. WE0304D**

Date: September 13, 2019

**WAIVER REQUEST AND LEGAL MEMORANDUM ON BEHALF OF T-MOBILE  
NORTHEAST LLC IN SUPPORT OF THE REQUEST FOR A DETERMINATION  
THAT THE PROPOSED FACILITY UPGRADE IS EXEMPT FROM PLANNING  
BOARD OR ZONING BOARD OF ADJUSTMENT JURISDICTION PURSUANT TO 47  
U.S.C.A. 1455 and FCC Order 14-153 (collectively the "Spectrum Act")**

## **UPGRADE OF EXISTING ROOFTOP TELECOMMUNICATON FACILITY**

*T-Mobile currently has 6 panel antennas flush-mounted to the existing building on the property and 2 equipment cabinets on a steel platform on the roof. T-Mobile is seeking to upgrade the facility by removing 2 panel antennas and collocating 4 new panel antennas at the same height on the building penthouse for a total of 8 panel antennas. In addition, 4 remote radioheads are proposed on the penthouse and the existing T-Mobile equipment platform and cabinets will be removed and relocated inside of the existing abandoned Nextel equipment shelter on the roof.*

***I. Compliance with Section 196-6D of the Zoning Ordinance and Waiver Requests***

**Sec. 196-6D(1)** – the applicant agrees that its upgraded facility will be maintained in a safe manner and in compliance with all conditions of an eligible facility 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.

**Sec. 196-6D(2)** – the applicant agrees that 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.

**Sec 196-6E(1)** – the applicant submits that the necessary information has been submitted as required by this section subject the waivers requested in the applicant’s Waiver Request.

**Sec. 196-6E(2)** – not applicable as certification is not required for eligible facilities request.

**Sec. 196-6E(3)** – the applicant is T-Mobile Northeast LLC and all equipment will be owned and operated by T-Mobile. The owner of the property is Blind Brook Lodge Owners, Inc., 76 S. Lexington Avenue, White Plains, NY10606.

**Sec. 196-6E(4)** – postal address of the property is 66 Milton Road, Rye, N.Y. 10580, Parcel no. 146-11-1-73.

**Sec. 196-6E(5)** – the property is located in the RA-3 zone.

**Sec. 196-6E(6)** – Waiver requested since the existing rooftop facility upgrade is restricted to the roof and no at-grade improvements are proposed. A roof plan has been provided showing the current location and proposed location of the facility equipment and antennas. In addition, the details required by this section are not germane to an “eligible facilities request” per 47 USCA 1455 and FCC Order 14-153.

**Sec. 196-6E(7)** – Waiver requested from providing location of all residential structures within 750 feet since this application is to upgrade an existing approved wireless telecommunication rather than a new facility. In addition, the details required by this section are not germane to an “eligible facilities request” per 47 USCA 1455 and FCC Order 14-153.

**Sec. 196-6E(8)** - Waiver requested from providing location of all habitable structures within 750 feet since this application is to upgrade an existing approved wireless telecommunication rather than a new facility. In addition, the details required by this section are not germane to an “eligible facilities request” per 47 USCA 1455 and FCC Order 14-153.

**Sec. 196-6E(10)** – the location size and height of the existing and upgraded T-Mobile facility are shown on the plan. Waiver Requested as to providing said information for other providers at the site.

**Sec. 196-6E(11)** – Waiver requested since no landscaping is existing or proposed. In addition, the details required by this section are not germane to an “eligible facilities request” per 47 USCA 1455 and FCC Order 14-153.

**Sec. 196-6E(12)** – T-Mobile currently maintains a rooftop wireless telecommunication facility at the property. Waiver requested as to providing capacity to accommodate additional users since the existing support structure is a building and not a tower.

**Sec. 196-6E(13)** – This information has been provided on the plans.

**Sec. 196-6E(14)** - T-Mobile currently has 6 panel antennas flush-mounted to the existing building on the property and 2 equipment cabinets on a steel platform on the roof. T-Mobile is seeking to upgrade the facility by removing 2 panel antennas and collocating 4 new panel antennas at the same height on the building penthouse for a total of 8 panel antennas. In addition, 4 remote radioheads are proposed on the penthouse and the existing T-Mobile equipment platform and cabinets will be removed and relocated inside of the existing abandoned Nextel equipment shelter on the roof. In addition, 2 existing TMA's will be removed, 1 GPS antenna will be relocated to the equipment shelter and 2 new HCS cables are proposed. A new 12 “ wide cable tray will be placed on the roof from the existing shelter to the penthouse. Proposed electrical and fiber runs shown on plan sheet A-02.

**Sec. 196-6E(18)** – Refer to the report entitled Antenna Site FCC RF Compliance Assessment and Report by Pinnacle Telecom Group, dated 7/23/19, indicating that NIER levels at the site will only be 4.5795% of the general population FCC limit at grade and only 8% of the FCC limit on the main building rooftop. Therefore, the upgraded facility will comply with all FCC emissions standards.

**Sec. 196-6E(19)** – The upgrade facility will be monitored remotely on a 24/7 basis by T-Mobile. In addition, the facility will be visited and inspected by a technician once every 4-6 weeks.

**Sec. 196-6E(20)** - Waiver requested from providing copies of FCC licenses and State certificates. T-Mobile represents that it holds several FCC licenses and all operations at the subject site will occur within those licensed frequencies.

**Sec. 196-6E(21)** – Not applicable since no tower is existing or proposed at the site.

**Sec. 196-6E(24)** – Waiver requested as to notarization. The applicant has provided a signed and sealed structural certification letter from French & Parrello, dated 4/19/19, indicating that the upgraded facility will meet all applicable laws and codes. The

applicant also represents that this facility will meet all applicable zoning code provisions subject to the waivers herein requested.

**Sec. 196-6E(25)**- the facility has a general expected useful life of approximately 10 years but the components of the site (equipment, antennas, RRH's, etc.) will likely be upgraded again before that time.

**Sec. 196-6G** – Waiver as to providing certification. The applicant has provided a signed and sealed structural certification letter from French & Parrello, dated 4/19/19, indicating that the upgraded facility will meet all applicable laws and codes.

**Sec. 196-6H** – Applicant agrees to provide bonding and grounding certification prior to receiving a certificate of occupancy, if required by the Building Dept.

**Sec. 196-6I** – Waiver requested as to submitting an EAF and completed Visual EAF addendum since the applicant is requesting an eligible facility permit which is akin to a determination that the proposed modification is exempt from local and state zoning requirements per 47 USAC 1455 and FCC Order 14-153. Nonetheless, the applicant has submitted a visual photo-simulation report by TK Design Associates depicting before and after photos of the facility upgrade for reference by the City Council. The applicant believes this report is sufficient to meet the intent and purpose of this ordinance section requirement given the de minimis nature of this proposed upgrade.

**Sec. 196-6J** - Waiver requested as to submitting a full visual impact assessment as defined in this ordinance section. Nonetheless, the applicant has submitted a visual photo-simulation report by TK Design Associates depicting before and after photos of the facility upgrade for reference by the City Council. The applicant believes this report is sufficient to meet the intent and purpose of this ordinance section requirement given the de minimis nature of this proposed upgrade.

**Sec. 196-6N** – The applicant agrees to comply the requirements of this section.

**Sec. 196-6O** - The applicant agrees to comply the requirements of this section.

**Sec. 196-6Q** – Waiver requested as notification is not required for an eligible facility request permit.

**Sec. 196-6R** - Not applicable since no tower is existing or proposed at the site. Moreover, multiple carriers are already located on the building.

***II. 47 U.S.C.A. Section 1455 , and FCC Order 14-153, released 10/21/14, (collectively referred to as the “Spectrum Act”) Exempts the T-Mobile Facility Upgrade from the Zoning Process under the Municipal Land Use Law***

The need to streamline the approval process for collocation facilities is codified in 47 U.S.C.A. Section 1455 (“Spectrum Act”), which was signed into law by President Obama on

February 22, 2012 (*see attached*) and which now mandates that state and local governments must approve eligible facilities request for the modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. This mandate was echoed in FCC Order 14-153 which was released on October 21, 2014.

The Spectrum Act defines “eligible facilities request” as any request for modification of an existing wireless tower or base station that involves: (i) **collocation of new transmission equipment**; (ii) removal of transmission equipment; or (iii) **replacement of transmission equipment**. The FCC defines “base station” to include a structure that currently supports or houses an antenna, transceiver, or other associated equipment that constitutes part of a base station at the time the application is filed including a building. Currently, the property is developed with an existing T-Mobile rooftop facility. Therefore, under federal law, the proposed T-Mobile upgrade represents the collocation and replacement of transmission equipment and clearly falls under the definition of an “eligible facilities request.”

Furthermore, FCC Order 14-153 sets forth that a collocation, removal or replacement of antennas/equipment at an existing wireless facility does not result in a “substantial change” unless:

(1) for towers/base station outside of public rights-of-way, it increases the height by more than 20 feet or 10%, ***whichever is greater***. *The new T-Mobile antennas meet this criteria since they will be installed at the same centerline height of 97’ as the existing antennas and will not exceed the height of the existing T-Mobile antennas or the existing penthouse . As a result, the upgrade will not impact the height of the building and will comply with this provision.*

(2) for towers/buildings outside of public rights-of-way, it protrudes from the edge of the tower/base station more than twenty feet, or more than the width of the tower structure/ base station at the level of the appurtenance, whichever is greater. *The T-Mobile antennas meet this criteria since the antennas will be installed at the same locations as the existing antennas and will not impact the width of the building.*

(3) it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets. *T-Mobile is not proposing an increase in the amount of equipment cabinets in compliance with this provision. In addition, all existing T-Mobile equipment cabinets will now be relocated into an existing abandoned rooftop shelter and the existing equipment platform will be removed.*

(4) it entails any excavation or deployment outside the current site of the tower or base station. *There is no work proposed outside of the existing rooftop lease area and no excavation is proposed.*

(5) it would defeat the existing concealment elements of the tower or base station. *T-Mobile’s additional antennas will be installed in the same manner as the existing ones in compliance with this provision.*

OR

(6) it does not comply with conditions associated with the prior approval of the tower or base station unless the non-compliance is due to an increase in height, increase in width, **addition of antennas/cabinets**, or new excavation that does not exceed the corresponding “substantial change” thresholds. *Any condition contained in a prior Board approval which requires further zoning for the modification of an existing wireless facility or the collocation of antennas at the site is preempted by federal law. This existing rooftop wireless telecommunication facility qualifies as an “eligible facilities request” under the Spectrum Act and there will be no “substantial change” as defined by the FCC. In fact, such a condition would fly in the face of the express purpose of the Spectrum Act which is to expedite the deployment of wireless facility upgrades and collocations on existing structures to ensure that the most advanced wireless communications technology available is being deployed for public use without the delay. The proposed T-Mobile facility upgrade will comply with this provision as the replacement and collocation of antennas and equipment at an existing site is permitted without local zoning approval per federal law.*

As you can see from the submission, the proposed T-Mobile facility upgrade will not exceed the thresholds noted above and is therefore exempt under the Spectrum Act. The Spectrum Act effectively preempts the discretionary review rights of states and municipalities that was carved out under Section 704 of the Telecommunications Act of 1996. As a result, minor facility upgrades such as the one proposed by T-Mobile are only subject to administrative review processes and not discretionary review processes that would allow a state or local government to deny or condition an eligible facilities request.

Therefore, the proposed T-Mobile facility upgrade should be exempt from formal zoning approval. A copy of the Spectrum Act has been attached.

***III. FCC Order 14- 153, paragraph 215 (“Shot Clock Ruling”) requires that the T-Mobile Facility Upgrade proposal be acted upon within 60 days.***

The FCC has decided in FCC Order No. 14-153, paragraph 215, that a 60-day period for review, including review to determine whether an application is complete, is appropriate. In addition, as set forth in paragraph 216, “because the timeframes sets an absolute limit that – in the event of failure to act – results in a deemed grant.”

The intent of the Shot Clock Ruling is to bring about a speedy resolution to what are considered rather simplistic collocation facilities such as the one proposed in this application, and we respectfully request and appreciate your timely attention to this exemption request.

***IV. Conclusion***

Based upon the legislative support cited above, and the information provided, the applicant requests that an eligible facility permit be issued allowing T-Mobile to file directly for a building permit with respect to this eligible facility upgrade.

***V. Attachments***

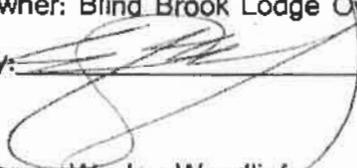
- *Owner's Affidavit of Consent authorizing T-Mobile to submit this application*
- *Copy of 47 USCA 1455*
- *Copy of permit issued for a prior T-Mobile facility upgrade at the site*

LETTER OF AUTHORIZATION

APPLICATION FOR ZONING APPROVAL/BUILDING PERMIT

Blind Brook Lodge Owners, Inc., the owner of the property located at 66Milton Rd, Rye, NY 10580 (the Property), does hereby appoint T-Mobile Northeast LLC and its representatives, as its agent for the purpose of consummating any application necessary to insure its ability to use the Property for the purpose of operating and modifying a public utility personal wireless services facility and related equipment on the Property. The owner is fully aware of the actions concerning the Property that are being requested by T-Mobile Northeast LLC.

Owner: Blind Brook Lodge Owners, Inc.

By:   
\_\_\_\_\_

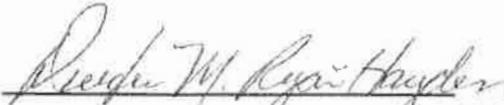
Name: Wesley Woodlief

Title: Managing agent

Date: April 20, 2016

Sworn to before me this 20<sup>th</sup>

day of April, 2016

  
\_\_\_\_\_

Notary



C

Effective: February 22, 2012

United States Code Annotated Currentness

Title 47. Telegraphs, Telephones, and Radiotelegraphs

Chapter 13. Public Safety Communications and Electromagnetic Spectrum Auctions

Subchapter IV. Spectrum Auction Authority

→→ § 1455. Wireless facilities deployment

(a) Facility modifications

(1) In general

Notwithstanding section 704 of the Telecommunications Act of 1996 (Public Law 104-104) or any other provision of law, a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.

(2) Eligible facilities request

For purposes of this subsection, the term "eligible facilities request" means any request for modification of an existing wireless tower or base station that involves--

(A) collocation of new transmission equipment;

(B) removal of transmission equipment; or

(C) replacement of transmission equipment.

(3) Applicability of environmental laws

Nothing in paragraph (1) shall be construed to relieve the Commission from the requirements of the National Historic Preservation Act or the National Environmental Policy Act of 1969.

(b) Federal easements and rights-of-way

(1) Grant

If an executive agency, a State, a political subdivision or agency of a State, or a person, firm, or organization applies for the grant of an easement or right-of-way to, in, over, or on a building or other property owned by the Federal Government for the right to install, construct, and maintain wireless service antenna structures and equipment and backhaul transmission equipment, the executive agency having control of the building or other property may grant to the applicant, on behalf of the Federal Government, an easement or right-of-way to perform

such installation, construction, and maintenance.

(2) Application

The Administrator of General Services shall develop a common form for applications for easements and rights-of-way under paragraph (1) for all executive agencies that shall be used by applicants with respect to the buildings or other property of each such agency.

(3) Fee

(A) In general

Notwithstanding any other provision of law, the Administrator of General Services shall establish a fee for the grant of an easement or right-of-way pursuant to paragraph (1) that is based on direct cost recovery.

(B) Exceptions

The Administrator of General Services may establish exceptions to the fee amount required under subparagraph (A)--

- (i) in consideration of the public benefit provided by a grant of an easement or right-of-way; and
- (ii) in the interest of expanding wireless and broadband coverage.

(4) Use of fees collected

Any fee amounts collected by an executive agency pursuant to paragraph (3) may be made available, as provided in appropriations Acts, to such agency to cover the costs of granting the easement or right-of-way.

(c) Master contracts for wireless facility sitings

(1) In general

Notwithstanding section 704 of the Telecommunications Act of 1996 or any other provision of law, and not later than 60 days after February 22, 2012, the Administrator of General Services shall--

- (A) develop 1 or more master contracts that shall govern the placement of wireless service antenna structures on buildings and other property owned by the Federal Government; and
- (B) in developing the master contract or contracts, standardize the treatment of the placement of wireless service antenna structures on building rooftops or facades, the placement of wireless service antenna equipment on rooftops or inside buildings, the technology used in connection with wireless service antenna structures or equipment placed on Federal buildings and other property, and any other key issues the Administrator of General Services considers appropriate.

(2) Applicability

The master contract or contracts developed by the Administrator of General Services under paragraph (1) shall

apply to all publicly accessible buildings and other property owned by the Federal Government, unless the Administrator of General Services decides that issues with respect to the siting of a wireless service antenna structure on a specific building or other property warrant nonstandard treatment of such building or other property.

(3) Application

The Administrator of General Services shall develop a common form or set of forms for wireless service antenna structure siting applications under this subsection for all executive agencies that shall be used by applicants with respect to the buildings and other property of each such agency.

(d) Executive agency defined

In this section, the term "executive agency" has the meaning given such term in section 102 of Title 40.

CREDIT(S)

(Pub.L. 112-96, Title VI, § 6409, Feb. 22, 2012, 126 Stat. 232.)

HISTORICAL AND STATUTORY NOTES

References in Text

The Telecommunications Act of 1996, referred to in subsecs. (a)(1), (c), is Pub.L. 104-104, Feb. 8, 1996, 110 Stat. 56, which in part enacted part II of subchapter II of chapter 5 of Title 47 (47 U.S.C.A. § 251 et seq.). Section 704 of the Act amended 47 U.S.C.A. § 332 and enacted provisions set out as a note under that section. For complete classification, see Short Title set out note under 47 U.S.C.A. § 609 and Tables.

The National Historic Preservation Act, referred to in subsec. (a)(3), is Pub.L. 89-665, Oct. 15, 1966, 80 Stat. 915, as amended, which is classified generally to subchapter II of chapter 1A of Title 16, 16 U.S.C.A. § 470 et seq. For complete classification, see section 470(a) of this title and Tables.

The National Environmental Policy Act of 1969, referred to in subsec. (a)(3), is Pub.L. 91-190, Jan. 1, 1970, 83 Stat. 852, as amended, which is classified principally to chapter 55 of Title 42, 42 U.S.C.A. § 4321 et seq. For complete classification, see Tables.

47 U.S.C.A. § 1455, 47 USCA § 1455

Current through P.L. 112-207 (excluding P.L. 112-199 and 112-206) approved 12-7-12

Westlaw. (C) 2012 Thomson Reuters. No Claim to Orig. U.S. Govt. Works.

END OF DOCUMENT



**City of Rye**  
 1051 Boston Post Rd.  
 Rye, NY 10580  
 (914) 967-7372  
 Building@ryeny.gov

# BUILDING PERMIT

**Permit Number: P1600673**  
**Parcel Number: 146-11-1-73**

**Date:** 11/30/2016

**Expiration Date:** 11/30/2017

**Owner Information**  
 BLIND BROOK LODGE OWNERS  
 66 MILTON RD  
 Rye, NY 10580

**Applicant Information**  
 BLIND BROOK LODGE OWNERS  
 C/O RMR RESIDENTIAL  
 45 KNOLLWOOD RD SUITE 305  
 ELMSFORD NY 10606

**This is to certify that permission is hereby granted for:** Commercial Exterior Alteration  
 Commercial Exterior Alteration issued to T-Mobile Northeast -Modify existing Wireless Antennas

In accordance with Application No. 1600537 and the drawings and statements on file in this office and subject to the provisions of all laws, codes, ordinances and rules and regulations of the City of Rye, County of Westchester and State of New York are applicable.

The right is reserved to examine the premises as often as may be necessary while the work in progress, and to order any change in the construction that may be deemed requisite to ensure sufficient strength, solidity and safety.

**Fees Paid:**

CO Fee - Commercial	\$175.00
Building Permit - Commercial	\$540.00
<b>Construction Cost: \$18000.00</b>	<b>Total: \$715.00</b>



*Rory Leighton*  
 Building Inspector, City of Rye, N.Y.



# CITY COUNCIL AGENDA

NO.

DEPT.: Finance

DATE: October 2, 2019

CONTACT: Joseph S. Fazzino, Deputy City Comptroller

**AGENDA ITEM:** Resolution to appropriate \$11,105.92 of the Police Department's 1033 account and transfer to the Building and Vehicle Fund for the detailing of four police vehicles acquired through the NYS LESO 1033 program for use in the specialized and auxiliary enforcement units.

**FOR THE MEETING OF:**  
October 2, 2019

**RECOMMENDATION:** That the City Council adopt the following resolution:

WHEREAS, the Rye Police Department has determined that the amounts required for the detailing of four police vehicles obtained through the NYS LESO program for specialized and auxiliary enforcement was not provided for in the adopted 2019 budget by \$11,105.92, and;

WHEREAS, the Police Department's 1033 account has enough funds to be appropriated for this purchase, now, therefore be it;

RESOLVED, that the City Comptroller is authorized to transfer \$11,105.92 from the Police Department's 1033 account to the Building and Vehicle Fund, for the detailing of four police vehicles obtained through the NYS LESO program for specialized and auxiliary enforcement.

**IMPACT:**    Environmental    Fiscal    Neighborhood    Other:

**BACKGROUND:** The Police Department has acquired four vehicles through the NYS LESO 1033 program which will be used to replace some of their aging equipment. The vehicles will be assigned to the Police specialized units and auxiliary units as noted below. The City Council is asked to approve the transfer of monies from the Police Department's 1033 account to fund the detailing of these vehicles to continue with uniformity in the Police Department marked fleet.

Vehicle Assignments:

Truck #19

Truck #33

Truck #34

Armored Humvee

**REQUEST OF FUNDS FROM**  
**1033 AUCTION ACCOUNT**  
**FOR POLICE DEPARTMENT PROJECTS**

• **TRUCK #19 –**

1. VEHICLE DECAL GRAPHICS - \$945.00  
    PAINT JOB = DONATED BY VINCENTS AUTO BODY
2. MECHANICAL – GLASS= \$1,395. + SHIPPING  
    SIDE VIEW MIRRORS = \$1,100  
    EMERGENCY LIGHTS = \$1,000

TOTAL = \$4,440.00

• **TRUCK #33 -**

1. VEHICLE DECAL GRAPHICS - \$945.00
2. EMERGENCY LIGHTS         - \$1,545.92

TOTAL = \$2,490.92

• **TRUCK #34 –**

1. VEHICLE DECAL GRAPHICS - \$945.00

TOTAL = \$945.00

• **ARMORED HUMVEE -**

1. REPLACE DELAMINATED ARMORED GLASS WINDSHIELD -  
    \$3,275.00

TOTAL = \$3,275.00

**\$11,150.92**



# Quote

**Order Date** 9/5/2019

**Quote #** 8105

**Terms** NET 10

**Customer Phone** 914-967-1234

**Rep** SS

**Client** City of Rye Police Department  
21 McCullough Place  
Rye, NY 10580

**Install/Deliver/Pickup/Ship Via** Install

**Ship To** CID  
200 Harvard Avenue  
Stamford, CT 06902  
Attn: M. Gomez

**Project** TRUCK #19

Description	Qty	Unit	Sub-Total
Special Ops Vehicle Graphics Black reflective copy	1	640.00	640.00
BLACK 3M REFLECTIVE CHEVRON PATTERN FOR TAILGATE	1	230.00	230.00
Rear gate graphic, 3m reflective "POLICE"	1	75.00	75.00

NOTES:

**Subtotal** \$945.00  
**Sales Tax (0.00)** \$0.00  
**Total** \$945.00

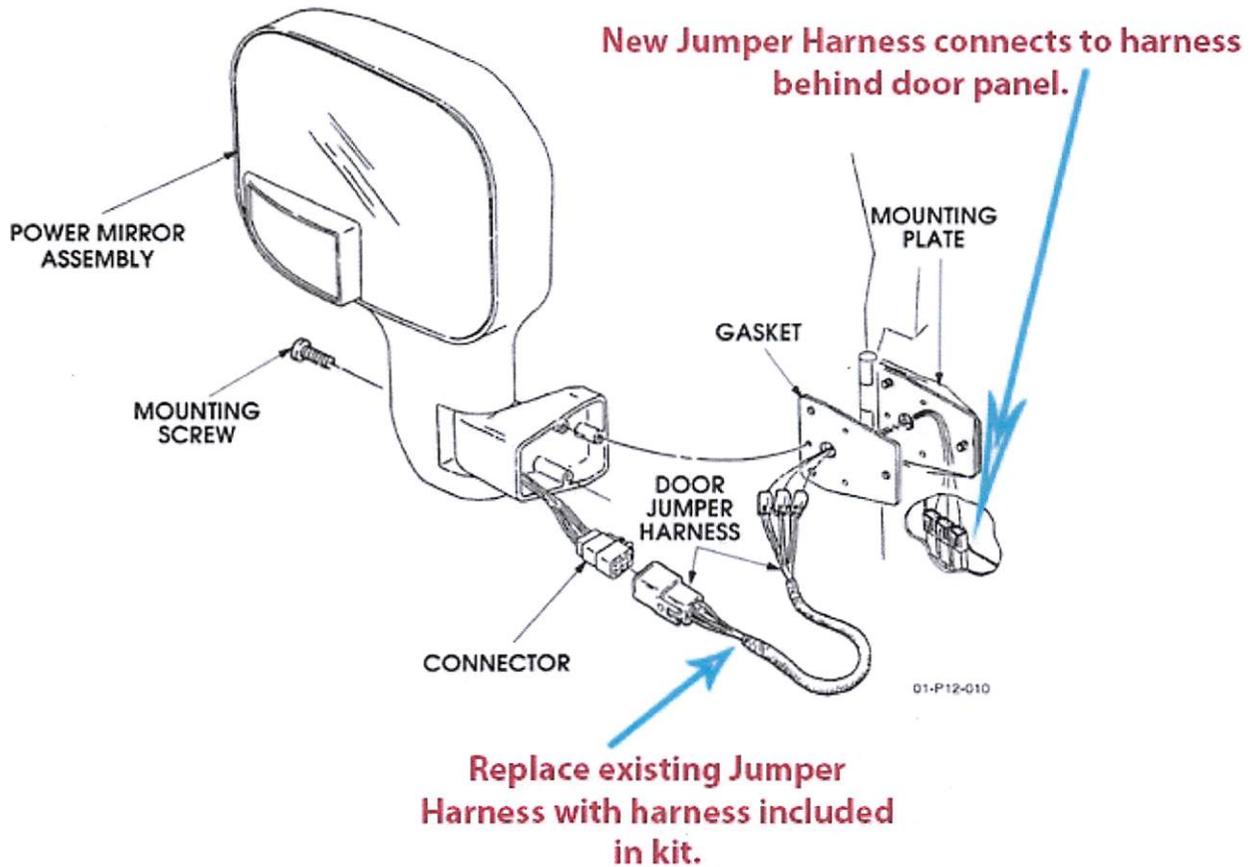
THIS QUOTE MUST BE SIGNED, DATED AND A PURCHASE ORDER NUMBER ASSIGNED AND THEN RETURNED BY EMAIL OR FAX, BEFORE IT WILL BE ACCEPTED AS AN ORDER

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_ PO # \_\_\_\_\_

CREATIVE IMAGE DESIGN INC.  
200 Harvard Avenue - Suite 101 - Stamford, CT 06902  
914-937-9456  
Tom@CIDsignage.com - Sharon@CIDsignage.com

Truck 19  
\$1,100.00

### Installing New Style Power Mirrors on earlier model Hummers.



**Adventure Accessories**

Truck 19





# QUOTATION

Truck 19

"We are an ISO 9001:2015 Certified Company"

2175 Kumry Road - PO Box 70  
 Trumbauersville, PA 18970-0070  
 Fax: (215) 536-6872  
[www.naspecialtyglass.com](http://www.naspecialtyglass.com)

Mark Koder  
[mkoder@naspecialtyglass.com](mailto:mkoder@naspecialtyglass.com)  
 484-432-4254

Corinne Barndt  
[cbarndt@naspecialtyglass.com](mailto:cbarndt@naspecialtyglass.com)  
 215-536-0333 Ext 128

<b>Quotation Submitted To:</b>	
<b>Customer Name:</b>	Rye NY PD
<b>Contact Name:</b>	Mauricio Gomez
<b>Phone:</b>	914-656-6256
<b>e-mail:</b>	<a href="mailto:mgomez@ryepd.ryeny.gov">mgomez@ryepd.ryeny.gov</a>
<b>Date:</b>	July 24, 2019

<b>Terms:</b>	Net 30 Days
<b>Freight:</b>	FOB Origin, PP&A
<b>Quote Valid</b>	30 days
<b>Lead-time:</b>	5-6 weeks (CONFIRMED ARO)
<b>Quotation #</b>	19-0492
<b>Project:</b>	Replacement Glass

## ORDER DETAILS

Item #	Product Description/Part #	Quantity	Unit price	Total
1	<b>NASG P/N: 6011899</b> Left Heated Windshield NASG Drwg: 6011899 R7	1	\$635.00	\$635.00
2	<b>NASG P/N: 6011900</b> Right Heated Windshield NASG Drwg: 6011900 R7	1	\$635.00	\$635.00
3	<b>Boxing</b>	1	\$50.00	\$50.00
4	<b>Shipping to Rye, NY</b>	1	\$75.00	\$75.00
<b>NOTES:</b>	Inspected to NASG Doc. GL001 *Polyurethane Edge Seal NOT Included *Perimeter Blackout Included *Dot Fade NOT Included			
<b>****PLEASE ISSUE YOUR PO TO NASG HOLDINGS, LLC****</b>				
			<b>Total</b>	<b>\$ 1,395.00</b>

By accepting this Quote, you agree to accept all terms of this Quote and the Terms and Conditions of Sale set forth at [www.naspecialtyglass.com](http://www.naspecialtyglass.com). Any additional or different terms proposed by you are objected to and will not be binding upon NASG. Our standard payment terms are cash in advance of production, unless other payment terms are negotiated prior to receipt of a purchase order or noted above. Any products purchased hereunder are subject to NASG's then-current limited warranty terms set forth at [www.naspecialtyglass.com](http://www.naspecialtyglass.com), and the warranties are not transferable or assignable. Lead time is effective after Purchase Order receipt and drawing approval. NASG Reserves the right to correct this quotation for errors & omissions. All orders are non-cancellable. NASG reserves the right to cease production under any accepted order in the event that you are delinquent in paying any amounts due to NASG under any other order.

## QUOTES

- **TRUCK 19 - SPECIAL OPERATIONS - BLACK REFELCTIVE X 2**



- **TRUCK 19 - 19 - BLACK REFLECTIVE X 2**





# Quote

**Order Date** 8/13/2019

**Quote #** 8053

**Terms** NET 10

**Customer Phone** 914-967-1234

**Rep** SS

**Client** City of Rye Police Department  
21 McCullough Place  
Rye, NY 10580

**Install/Deliver/Pickup/Ship Via** INSTALL

**Ship To** CID  
200 Harvard Avenue  
Stamford, CT 06902  
Attn: M. Gomez

**Project** CAR # 33

Description	Qty	Unit	Sub-Total
3M REFLECTIVE GRAPHICS APPLIED TO THE 2 SIDES OF CARS AS DESCRIBED IN SUPPLIED PHOTO. BLUE STRIPE, BLACK REFLECTIVE LETTERING, AND 3 COLOR SHIELD. CAR #33	1	640.00	640.00
BLACK 3M REFLECTIVE CHEVRON PATTERN FOR TAILGATE	1	230.00	230.00
Rear gate graphic, 3m reflective "POLICE"	1	75.00	75.00

NOTES:

**Subtotal** \$945.00  
**Sales Tax (0.00)** \$0.00  
**Total** \$945.00

THIS QUOTE MUST BE SIGNED, DATED AND A PURCHASE ORDER NUMBER ASSIGNED AND THEN RETURNED BY EMAIL OR FAX, BEFORE IT WILL BE ACCEPTED AS AN ORDER

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_ PO # \_\_\_\_\_

CREATIVE IMAGE DESIGN INC.  
200 Harvard Avenue - Suite 101 - Stamford, CT 06902  
914-937-9456  
Tom@CIDsignage.com - Sharon@CIDsignage.com



# Quote

**Quote #** 8053

**Customer Phone** 914-967-1234

**Client** City of Rye Police Department  
21 McCullough Place  
Rye, NY 10580

**Order Date** 8/13/2019

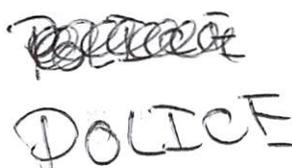
**Terms** NET 10

**Rep** SS

**Ship To** CID  
200 Harvard Avenue  
Stamford, CT 06902  
Attn: M. Gomez

**Install/Deliver/Pickup/Ship Via** INSTALL

**Project** CAR # 33 *Boces Tahoe*

Description	Qty	Unit	Sub-Total
3M REFLECTIVE GRAPHICS APPLIED TO THE 2 SIDES OF CARS AS DESCRIBED IN SUPPLIED PHOTO. BLUE STRIPE, BLACK REFLECTIVE LETTERING, AND 3 COLOR SHIELD. CAR #33	1	640.00	640.00
BLACK 3M REFLECTIVE CHEVRON PATTERN FOR TAILGATE	1	230.00	230.00
	1	-	

**Subtotal** \$870.00  
**Sales Tax (0.00)** \$0.00  
**Total** \$870.00

NOTES:

THIS QUOTE MUST BE SIGNED, DATED AND A PURCHASE ORDER NUMBER ASSIGNED AND THEN RETURNED BY EMAIL OR FAX, BEFORE IT WILL BE ACCEPTED AS AN ORDER

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_ PO # \_\_\_\_\_

CREATIVE IMAGE DESIGN INC.  
 200 Harvard Avenue - Suite 101 - Stamford, CT 06902  
 914-937-9456  
 Tom@CIDsignage.com - Sharon@CIDsignage.com

Boces Truck #33  
Strobes N' More Package A Lights

97 Tahoe: Strobes N' More Package A					
Equipment Type w/ Location:	Product Info:	Cost Per Unit:	Quantity:	Cost Per Quantity:	URL:
<b>Roof:</b>					
<b>- Traffic Stick:</b>					
Whelen 8 Lamp TIR3 Traffic Advisor w/ Controller (C1)	8 Module Amber Traffic Advisor Bar	\$582.99	1	\$582.99	<a href="https://www.strobesnmore.com/Whelen-TIR3-TAM83-Traffic-Advisor-w-Controller.html">https://www.strobesnmore.com/Whelen-TIR3-TAM83-Traffic-Advisor-w-Controller.html</a>
Accessories: (C1)	Whelen Dominator L-Bracket	\$23.99	1	\$23.99	
OR					
Strobes N' More E68 Traffic Advisor LED Stick w/ Controller (C2)	8 Module Amber Traffic Advisor Bar	\$229.49	1	\$229.49	<a href="https://www.strobesnmore.com/StrobesNMore-E68TA-Traffic-Advisor-LED-Stick.html">https://www.strobesnmore.com/StrobesNMore-E68TA-Traffic-Advisor-LED-Stick.html</a>
Accessories: (C2)	20' Extension Cable	\$21.24	1	\$21.24	
<b>Front Facing:</b>					
<b>- Grille:</b>					
Strobes N' More Trio Color X8 LED Lighthead (C1 + C2)	4x Red/Blue/White OR 2x Red/White & 2x Blue/White	\$51.74	4	\$206.96	<a href="https://www.strobesnmore.com/Strobes-N-More-X8-LED-Lighthead.html">https://www.strobesnmore.com/Strobes-N-More-X8-LED-Lighthead.html</a>
<b>- Side Mirrors:</b>					
SoundOff Signal Power Fascia 4" (C1 + C2)	Red/Blue	\$103.29	2	\$206.58	<a href="https://www.strobesnmore.com/SoundOff-Signal-mpower-Fascia-4-LED.html">https://www.strobesnmore.com/SoundOff-Signal-mpower-Fascia-4-LED.html</a>
Accessories: (C1 + C2)	35 Degree Mount	\$8.99	2	\$17.98	
<b>Side Facing:</b>					
<b>- Side Rear Windows:</b>					
Strobes N' More Trio Color X8 LED Lighthead (C1 + C2)	4x Red/Blue/White (1x Upper/1x Lower each side) OR 2x Red/White & 2x Blue/White	\$51.74	4	\$206.96	<a href="https://www.strobesnmore.com/Strobes-N-More-X8-LED-Lighthead.html">https://www.strobesnmore.com/Strobes-N-More-X8-LED-Lighthead.html</a>

**97 Tahoe: Stobes N' More Package A**

<b>Rear Facing:</b>					
<b>- Rear Windows:</b>					
Stobes N' More Trio Color X8 LED Lighthead (C1 + C2)	2x Red/Blue/White OR 1x Red/White & 1x Blue/White	\$51.74	2	\$103.48	<a href="https://www.stobesnmore.com/Stobes-N-More-X8-LED-Lighthead.html">https://www.stobesnmore.com/Stobes-N-More-X8-LED-Lighthead.html</a>
<b>Additional:</b>					
<b>- Flasher:</b>					
Feniex Emergency Flasher (C1 + C2)	Flasher for Headlights, Taillights, Etc.	\$48.99	1	\$48.99	<a href="https://stobesnmore.com/Feniex-Emergency-Flasher.html">https://stobesnmore.com/Feniex-Emergency-Flasher.html</a>
<b>- Console:</b>					
Havis "™ Angled Series for Trucks & SUVs (C1 + C2)	Under Dash Center Console	\$147.99	1	\$147.99	<a href="https://www.stobesnmore.com/Havis-8-Angled-Series-Trucks-SUVs.html">https://www.stobesnmore.com/Havis-8-Angled-Series-Trucks-SUVs.html</a>
<b>Configuration 1 (C1) Totals:</b>			18	\$1,545.92	
<b>Configuration 2 (C2) Totals:</b>			18	\$1,189.67	



# QUOTATION

*Armored Humvee*

"We are an ISO 9001:2015 Certified Company"

2175 Kumry Road - PO Box 70  
 Trumbauersville, PA 18970-0070  
 Fax: (215) 536-6872  
[www.naspecialtyglass.com](http://www.naspecialtyglass.com)

Mark Koder  
[mkoder@naspecialtyglass.com](mailto:mkoder@naspecialtyglass.com)  
 484-432-4254

Corinne Barndt  
[cbarndt@naspecialtyglass.com](mailto:cbarndt@naspecialtyglass.com)  
 215-536-0333 Ext 128

<b>Quotation Submitted To:</b>
<b>Customer Name:</b> Rye NY PD
<b>Contact Name:</b> Mauricio Gomez
<b>Phone:</b> 914-656-6256
<b>e-mail:</b> <a href="mailto:mgomez@ryepd.ryeny.gov">mgomez@ryepd.ryeny.gov</a>
<b>Date:</b> September 4, 2019

<b>Terms:</b> Net 30 Days
<b>Freight:</b> FOB Origin, PP&A
<b>Quote Valid:</b> 30 days
<b>Lead-time:</b> TBD
<b>Quotation #:</b> 19-0613
<b>Project:</b> Driver Side Armor

## ORDER DETAILS

Item #	Product Description/Part #	Quantity	Unit price	Total
	<b>VNC-52A</b> NO SPALL Thickness TOL - Min 50.83mm / Max 55.30mm Weight per sq. ft. - 24.72 NIJ-STD-0108.01 Level IV			
1a	<b>NASG P/N: TBD</b> Driver Side - with Heating Unit Based on part 2427-200-100	1	\$1,200.00	\$1,200.00
1b	<b>NASG P/N: TBD</b> Driver Side - without Heating Unit Based on part 2427-200-100	1	\$960.00	
2a	<b>NASG P/N: TBD</b> Passenger Side - with Heating Unit Based on part 2427-200-100	1	\$1,200.00	\$1,200.00
2b	<b>NASG P/N: TBD</b> Passenger Side - without Heating Unit Based on part 2427-200-100	1	\$960.00	
3	<b>Frame - to be stripped and repainted</b>	2	\$400.00	\$800.00
4	<b>Boxing</b>	1	\$75.00	\$75.00
5	<b>Shipping - not included</b>	1	\$0.00	\$0.00
<b>NOTES:</b>	Inspected to NASG Doc. GL001			
<b>****PLEASE ISSUE YOUR PO TO NASG HOLDINGS, LLC****</b>				
			<b>Total</b>	<b>\$ 3,275.00</b>

By accepting this Quote, you agree to accept all terms of this Quote and the Terms and Conditions of Sale set forth at [www.naspecialtyglass.com](http://www.naspecialtyglass.com). Any additional or different terms proposed by you are objected to and will not be binding upon NASG. Our standard payment terms are cash in advance of production, unless other payment terms are negotiated prior to receipt of a purchase order or noted above. Any products purchased hereunder are subject to NASG's then-current limited warranty terms set forth at [www.naspecialtyglass.com](http://www.naspecialtyglass.com), and the warranties are not transferable or assignable. Lead time is effective after Purchase Order receipt and drawing approval. NASG Reserves the right to correct this quotation for errors & omissions. All orders are non-cancellable. NASG reserves the right to cease production under any accepted order in the event that you are delinquent in paying any amounts due to NASG under any other order.



# CITY COUNCIL AGENDA

NO. DEPT.: City Manager DATE: September 24, 2019  
CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Authorize Corporation Counsel to sign a settlement and release in the insurance matter of the City of Rye vs Travelers.

**FOR THE MEETING OF:**

October 2, 2019

**RYE CITY CODE,**

CHAPTER

SECTION

**RECOMMENDATION:** That the Council authorize Corporation Counsel to sign the settlement and release.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**

See attached.

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement is made and entered into by and between the CITY OF RYE, on the one hand, and TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA, on the other hand.

### **I. DEFINITIONS**

1.     **“Agreement”** means this Settlement and Release Agreement including its Definitions, Recitals, Undertakings, Representations and Warranties, and Terms and Conditions.

2.     **“Plaintiff”** means the City of Rye, New York and all of its respective past, present and future officers, managers, officials, agents, representatives, employees, attorneys, adjusters, consultants, agencies, departments, divisions, successors and assigns.

3.     **“Travelers”** means Travelers Property Casualty Company of America and all of its respective past, present and future officers, directors, principals, shareholders, agents, representatives, employees, attorneys, adjusters, consultants, parents, subsidiaries, affiliates, predecessors, successors and assigns.

4.     **“Policy”** means that certain policy of insurance issued to City of Rye by Travelers, bearing Policy No. H-630-4D061899-TIL-14 and having a stated term of August 1, 2014 to August 1, 2015.

5.     **“Parties”** means Plaintiff and Travelers.

6.     **“Suit”** refers to that certain lawsuit brought by Plaintiff against Travelers in the Supreme Court of the State of New York, County of Westchester, bearing Index No. 5/9/8/2017, and then transferred via Notice of Removal to the United States District Court for the Southern District of New York, bearing Civil Action No. 7:17-cv-02336.

7. **“Premises”** means all properties identified in the Declarations to the Policy, specifically including the buildings and all other real and personal property located at the Rye Golf Club, 330 Boston Post Rd, Rye, NY 10580.

8. **“Claims”** shall mean any and all past, present and/or future claims, demands, obligations, requests, suits, actions, rights of action, liabilities, losses, damages, liens, administrative proceedings, governmental actions, settlements and causes of action, at law, equity, admiralty or otherwise, whether arising out of tort, contract, statute, regulation, assignment, subrogation or otherwise, including but not limited to those for real and personal property damage, loss of use, extra expense, consequential loss, bad faith, unfair claims handling, punitive or exemplary damages, interest, expert costs, contractors’ costs, attorneys’ fees or any other damage, loss, cost or expense of any kind or nature whatsoever, whether known or unknown, filed or unfiled, asserted or as yet unasserted, claimed or unclaimed, which exist or may in the future exist.

## **II. RECITALS**

**WHEREAS**, in the Suit, Plaintiff seeks to recover for certain claimed losses and damages to one or more buildings located at the Premises as a result of storm and ice damming damage that allegedly occurred in or about February 2015 and resulting water leaks from such storm and ice damming damage that was first reported to Travelers in or about July 2016 (hereinafter “the Loss”); and

**WHEREAS**, Travelers denied coverage under the Policy for the Loss; and

**WHEREAS**, disputes currently exist between the Parties as to coverage under the Policy for the Loss, the proper measure of the damage sustained to the Premises and the amount of recovery, if any, to which the Plaintiff may be entitled under the Policy and/or in the Suit in connection with the Loss; and

**WHEREAS**, the Parties wish to resolve now and forever all Claims that have been made, or could have been made, under the Policy and/or in the Suit in connection with the Loss, without resort to further legal proceedings; and

**WHEREAS**, the Parties have concluded that this Agreement is a fair, reasonable and adequate resolution of all Claims that have been made, or could have been made, under the Policy and/or in the Suit in connection with the Loss.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, intending to be legally bound hereby, the Parties agree as follows:

**III. UNDERTAKINGS**

1. Travelers hereby agrees to make a payment in the amount of SEVENTY FIVE THOUSAND DOLLARS and ZERO CENTS (\$75,000.00) to Plaintiff in connection with the Loss. The payment will be made by check payable to the City of Rye, Merlin Law Group and Sovereign Adjustments East LLC. Plaintiff hereby acknowledges the adequacy and sufficiency of the foregoing payment, as well as the adequacy and sufficiency of the manner in which the payment check will be made payable.

2. For and in consideration of Travelers' agreement to pay the sum identified in Paragraph III (1) of this Agreement, Plaintiff hereby releases, remises, acquits and forever discharges Travelers from any and all Claims arising out of or related to, directly or indirectly, the Loss and/or any losses arising out of or related to, directly or indirectly, the Loss including, but not limited to any and all Claims that have been made or could have been made, under the Policy and/or in the Suit.

3. For and in consideration of Plaintiff's agreement to accept the sum identified in Paragraph III (1) of this Agreement, Travelers hereby releases, remises, acquits and forever

discharge Plaintiff from any and all Claims for reimbursement of attorneys' fees and expenses arising out of or related to, directly or indirectly, the depositions of Plaintiff's experts.

4. Plaintiff and Travelers hereby expressly acknowledge that the releases provided for in Paragraphs III (2) and III (3) of this Agreement include, but are not limited to, any and all Claims arising from or related to, directly or indirectly, damages, losses, or injuries that may be unknown, undiscovered and/or unanticipated.

5. Plaintiff hereby expressly acknowledges that the release of Travelers provided for in Paragraph III (2) of this Agreement includes, but is not limited to, any and all Claims arising out of or relating to, directly or indirectly, any allegations of bad faith, unfair claims practices, unfair trade practices and/or any other act or failure to act in connection with claim investigation, claim handling, and/or conduct of any kind in violation of any law, statute, regulation, rule or insurance code provision.

6. For and in consideration of the payment described above in Paragraph III (1) of this Agreement and other valuable consideration, Plaintiff agrees to defend, indemnify and hold harmless Travelers from any and all suits, claims, proceedings, judgments and/or settlements resulting from, related to, or arising out of the Claims released herein, including, but not limited to, any matters asserted by Plaintiff's lenders, assignees, subrogees, mortgagees, loss payees, lien holders, tenants or licensees (including their insurers, successors and assigns) for any and all damages or losses in connection with the Loss, this Agreement, the Suit, or allegedly arising under or covered by the Policy.

7. For and in consideration of the payment described above in Paragraph III (1) of this Agreement, the release by Travelers provided in Paragraph III (3) and other valuable consideration, Plaintiff agrees that it will not initiate any proceeding before any court or administrative agency

(whether state, federal, or otherwise) against Travelers based on or concerning, in whole or in part, any Claim(s) released by this Agreement.

8. As part of the release of Travelers provided for herein, Plaintiff agrees to dismiss the claims in the Suit against Travelers with prejudice, and with each Party to bear its own costs, within ten (10) days of the receipt of the payment check described in herein in Paragraph III (1).

#### **IV. REPRESENTATIONS AND WARRANTIES**

1. The Parties each represent and warrant that they are fully authorized to enter into this Agreement. Each individual executing this Agreement represents they have taken all necessary corporate, governmental and internal actions to duly approve the making and performance of this Agreement on behalf of the Party the individual represents, that they have the authority to enter into this Agreement on behalf of such Party and to bind such Party, and that no further corporate, governmental or other internal approval, by resolution, vote or otherwise, is necessary.

2. Plaintiff represents and warrants that as of the date of this Agreement, no other person or entity is entitled to present any of the Claims released herein and that Plaintiff has not assigned, subrogated, conveyed or otherwise transferred and has not attempted or purported to assign, subrogate, convey or otherwise transfer any right extinguished by the releases given in this Agreement to any other person or entity. The Parties also agree that Travelers has not consented to any purported assignment, subrogation or transfer of rights or obligations under the Policy and that it expressly reserves all of its rights in that regard.

3. Plaintiff represents and warrants that other than Sovereign Adjustments East, LLC and Merlin Law Group, there are no lien holders, mortgagees and/or other loss payees who may have rights to all or any part of the payment to be made by Travelers pursuant to this Agreement.

4. Plaintiff represents and warrants that it has had an opportunity to consult with counsel of its choice prior to entering into this Agreement; that it has read and familiarized itself with the entire Agreement with the advice and assistance of its counsel; that it has passed any and all resolutions necessary to allow it to execute this Agreement; and that it has signed this Agreement of its own free will intending to be permanently bound by its terms. Plaintiff further declares that no promise or representation has been made to it or to anyone acting for it except as expressly stated herein; that in entering into this Agreement, it has relied upon its judgment and the advice of counsel; and that it fully understands that this Agreement evidences and acknowledges full, final and complete settlement and payment for all Claims Plaintiff has or may have against Travelers arising out of or related to the Loss and/or the adjustment of such Claims and/or in the Suit.

## **V. MISCELLANEOUS TERMS AND CONDITIONS**

### **1. Section Headings**

The paragraph headings in this Agreement are for ease of reference only and do not constitute part of this Agreement.

### **2. Governing Law**

This Agreement and all matters relating or pertaining hereto shall be governed and construed by and under the laws of the State of York without regard to principles of conflicts of law.

### **3. No Precedent**

This Agreement is not, and shall not be construed as, an admission or concession of liability and/or coverage and/or wrongdoing by Travelers. This Agreement also is not, and shall not be construed to operate as, a waiver of any rights or defenses that Travelers has, had or may have

asserted, including without limitation, any rights or defenses under the Policy. The Parties agree that this Agreement does not constitute, and shall not be construed to reflect, the adoption of any coverage position by Travelers nor shall it have any bearing upon or relevance to the interpretation, meaning or existence of the Policy and/or any other contracts of insurance. All actions taken or statements made, whether orally or in writing, by the Parties or their representatives relating to their participation in the Agreement, including the development and implementation of the Agreement shall be without prejudice or value as precedent and shall not be construed as a standard by which other matters may be judged.

**4. Agreement Not In Violation Of Any Duty**

Nothing in the negotiation or execution of this Agreement or in the performance of this Agreement according to its terms shall be deemed to be or cited as an act of bad faith or a basis for extra-contractual liability or as a violation of any statute, regulation or duty allegedly owed to the Plaintiff.

**5. Not Evidentiary**

No part of the Parties' settlement discussions or of this Agreement may be used in any proceeding as evidence of the respective rights, duties or obligations of any of the Parties under the Policy and/or as evidence concerning the interpretation, meaning or existence of the Policy, provided however that this Agreement shall be admissible in any proceeding in connection with or related to the interpretation, validity or enforcement of this Agreement.

**6. Construction**

The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party hereto. This Agreement shall be deemed to have been drafted by all Parties to this Agreement, and neither Party nor their respective attorneys

shall urge otherwise. This Agreement is not a contract of insurance, and the Parties agree that any special rules of interpretation or construction of insurance contracts shall not apply, but instead only those rules of interpretation or construction of contracts in general shall apply.

**7. Successors**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal successors and assigns.

**8. Confidentiality**

The Parties and their attorneys agree that, except as provided in this paragraph, they will not disclose the amount of the settlement payment, any other term of this Agreement or any of the negotiations preceding or following this Agreement to any third party except: (a) to employees, attorneys, accountants, insurers and insurance brokers of the Parties to the extent reasonably necessary to disclose the terms of this Agreement to them or as may be reasonably required for tax returns, financial statements, insurance, regulatory or licensing purposes or Freedom of Information (FOIA) requests; (b) pursuant to court order or lawfully issued subpoena, provided that before making such disclosure the Party subject to the subpoena or court order shall first notify the other Party of the subpoena or court order and provide a reasonable opportunity for the non-disclosing Party to take reasonable steps to attempt to quash the subpoena or obtain a protective order. If the non-disclosing Party does not take such steps within a reasonable time (not to exceed twenty days), then the disclosing Party may disclose the terms of this Agreement to the extent required by the subpoena or court order; or (c) on written consent of the other Party. To the extent such disclosure as permitted by this paragraph is made, Plaintiff shall endeavor to the maximum extent possible to limit disclosure and shall make disclosure to the extent practicable in a manner that preserves the confidentiality of this Agreement.

**9. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein.

**10. Amendments**

No amendments or variations of the terms of this Agreement shall be valid unless made in writing and signed by all Parties.

**11. Costs**

Each Party is to bear its own attorneys' fees, costs, and expenses arising from the actions of its own counsel in connection with the Suit, this Agreement, and all matters and documents referred to herein, and for all related matters.

**12. Severability**

If any part of this Agreement is determined by a court to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of other parts of this Agreement, provided that the payment and release provisions in Section III herein are still enforceable.

**IN WITNESS WHEREOF, THIS SETTLEMENT AGREEMENT HAS BEEN READ AND SIGNED IN DUPLICATE ORIGINALS BY THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES:**

WITNESS

\_\_\_\_\_

CITY OF RYE

\_\_\_\_\_

By

\_\_\_\_\_

Its

\_\_\_\_\_

Date

WITNESS

---

TRAVELERS PROPERTY CASUALTY  
COMPANY OF AMERICA

---

By

---

Its

---

Date



# CITY COUNCIL AGENDA

NO. DEPT.: City Manager DATE: October 2, 2019  
CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Discussion by the Landmarks Committee regarding the replacement of the City of Rye entrance signs.

**FOR THE MEETING OF:**  
October 2, 2019

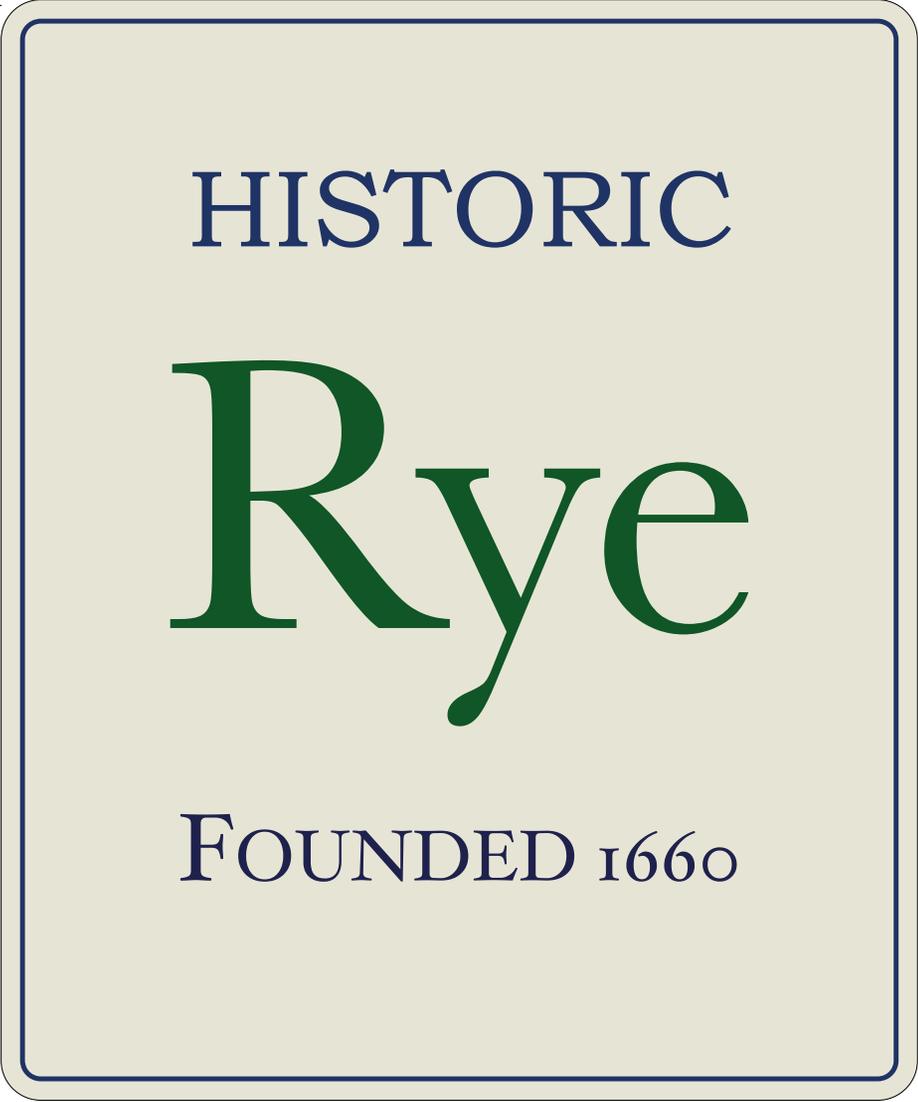
**RECOMMENDATION:** That the Council consider the request from the Landmarks Committee to update the City entrance signs.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:** The Landmarks Committee has designed new signs to be placed at the entrances to the City limit.  
See attached design.



36.0 in



30.0 in



# CITY COUNCIL AGENDA

NO. DEPT.: City Manager DATE: September 28, 2019  
CONTACT: Marcus Serrano, City Manager

**AGENDA ITEM:** Consideration of a request by the Rye YMCA for the use of City streets for the 32<sup>nd</sup> Annual Rye Derby on Sunday, April 26, 2020 from 9:00 a.m. to 2:00 p.m.

**FOR THE MEETING OF:**  
October 2, 2019  
**RYE CITY CODE,**  
CHAPTER  
SECTION

**RECOMMENDATION:** That the Council consider granting the request.

**IMPACT:**  Environmental  Fiscal  Neighborhood  Other:

**BACKGROUND:**  
The Rye YMCA is requesting the Council approve their use of City streets for the 32<sup>nd</sup> Annual Rye Derby on Sunday, April 26, 2020 from 9:00 a.m. to 2:00 p.m.

See attached letter from Gregg Howells, YMCA Executive Director



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Michael T. Tokarz

September 4, 2019

Ms. Carolyn E. D'Andrea, City Clerk  
City of Rye  
1051 Boston Post Road  
Rye, New York 10580

Dear Ms. D'Andrea:

We are writing to request permission from the City of Rye for use of city streets on Sunday, April 26, 2020 for the 32nd Anniversary of the Rye YMCA Derby.

The five-mile run and 5K will start at 9:15 am and the one-mile "Family Fun Run" will begin at 11:00 am, using the same course used last year. As always, the Rye Y will be the focal point of festivities before and after the race. This is a community event that attracts as many as 600 participants and several hundred spectators. The racecourse map from last year is enclosed.

Prior to race day, the Rye Y will provide a certificate of insurance naming the City of Rye as additionally insured for that day. We also have instructed our race advisors not to use paint or chalk on city streets and we will follow the course that has been agreed upon with the Rye City Police department for this race. Laura Kelleher, our Race Director, will be coordinating her efforts with Lt. Robert Falk.

We would also like permission to restrict parking on Purchase Street between Purdy Avenue and Locust Avenue the morning of April 26th until 10:30am with your approved signs. The safety of our runners is paramount and the beginning of the race is crowded, especially when there are cars parked on Purchase.

Thank you in advance for your consideration.

Sincerely,

Gregg Howells  
Executive Director

cc: Lt. Robert Falk – Rye Police Dept., Marcus Serrano – Rye City Manager

GRH:ll

The Rye YMCA is a 501(c)(3) nonprofit organization dedicated to strengthening the foundation of families and community.