CITY OF BEACON, NEW YORK
ONE MUNICIPAL PLAZA
BEACON, NY 12508

City Council Workshop Agenda
June 24, 2019
7:00 PM

Workshop Agenda Items:

1. Presentation from Dutchess County Community Action Agency
2. Discussion Regarding USDA Work Initiation - Canadian Geese
3. Discussion Regarding a Moratorium
4. New York State Rent Stabilization Discussion
5. Discussion Regarding Danskammer Energy LLC Resolution
6. Discussion Regarding Verizon's Application at 110 Howland Avenue
7. Discussion Regarding 27 Fowler Avenue
8. Budget Amendments
9. Main Street Improvements Change Order #1

Executive Session:

1. Personnel

City of Beacon Workshop Agenda
6/24/2019

Title:

Presentation from Dutchess County Community Action Agency

Subject:

Background:

ATTACHMENTS:

Description	Type
Presentation from Dutchess County Community Action Agency	Presentation

Helping People. Changing Lives.

community Action™

PARTNERSHIP for Dutchess County

Engaging Communities Empowering Individuals

Mission

"*To partner with individuals and families to eliminate poverty and identify the resources and opportunities available to them to enhance their self reliance.*"

Helping People. Changing Lives.
Community Action PARTNERSHIP for Dutchess County

Vision

- *Community Action Partnership for Dutchess County will lead the community by being the "go to" place for issues affecting low-income residents.*

- *Will serve as a valued community resource by providing high quality services, maintaining a knowledgeable and committed staff, and demonstrating strong and responsible leadership.*

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for Dutchess County

Values

- *To inspire the belief that positive change is possible*
- *To provide all services and activities with dignity and respect through a strength based approach*
- *To empower low-income individuals seeking greater economic self-reliance*
- *To be aware of and responsive to the needs of the community*
- *To be economically sustainable, fiscally sound and mission driven*
- *To maximize our effectiveness through internal and external collaboration*

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Engaging Communities Empowering Individuals

In your community.....

77 Cannon St. Poughkeepsie	10 Eliza St. Beacon	3414 Rt. 22 Dover	44 E. Market St. Red Hook

Rural North East Dutchess – NED CORPS OUTREACH

Millbrook	Pine Plains	Amenia	Clinton	Millerton	Standfordville	Wingdale

www.DUTCHESSCAP.org

845.452.5104

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PROGRAMS AND SERVICES

DRESS FOR SUCCESS® DUTCHESS COUNTY

RSVP Lead with Experience

Hudson Valley CA$H Creating Assets Savings and Hope

Weatherization Works

Family Resource Centers

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for Dutchess County

FAMILY RESOURCE CENTER SERVICES

- Case Management
- Household Budgeting Education
- Financial Assistance
  - Prescriptions
  - Utilities
  - Rent/Mortgage
- Employment Assistance
- Advocacy
- Food Pantry
- Holiday Help
- Referrals
- Emergency Fuel (AHEAP)
- Apply for Benefits
  - SNAP
  - HEAP

Family Development Case Management Model

- All people and all families have strengths
- All families need and deserve support ~ how much and what kind of support varies throughout life
- Families are in control of setting and achieving their goals with encouragement and support from Family Development Advocates
- Helps families restore their sense of healthy self-reliance

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EXAMPLES OF FAMILY GOALS

Earn My GED	Find a Job	Find a Better Job
Learn a New Skill	Apply for Benefits	Find Affordable Housing
Get Caught up on Rent	Make a Household Budget	Find Better Healthcare
Put Food on My Table	Afford My Medications	Keep My Lights On

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SNAP Supplemental Nutrition Assistance Program

Home Energy Assistance Program

GET SCREENED AND APPLY FOR BENEFITS

[redacted]

Medicare Savings Programs

[redacted]

NEW YORK STATE | EPIC Elderly Pharmaceutical Insurance Coverage Program

Apply For Health Insurance With Our Community Partners!

Mondays & Fridays 9:00 am - 12:00 pm Wanda Ramirez	NYS Market Place / Medicaid
Tuesdays 9:00 am – 12:00 pm Sibyl Masten	Medicare

FIDELIS CARE®

EmblemHealth®

FINANCIAL ASSISTANCE

RENT **UTILITIES** **PRESCRIPTIONS**

** When funding is available*

FOOD PANTRY

- Client Choice Model
- 3 Day Food Supply Per Person
- Holiday Meal Baskets

2019 FREE BEACON KIDS SUMMER MEALS

If you are a family that receives free or reduced lunch through The Beacon School District you are eligible to pick up a free weekly food package for your children this summer.

Please call 845-831-2620 to register today!

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for Dutchess County

CALL US TO REGISTER
IT IS QUICK AND EASY

RUNS WEEKLY
JUNE 26TH -
AUGUST 26TH

FOOD BAGS GIVEN
OUT 1X PER WEEK

WE ALSO HAVE OUR
REGULAR FOOD PANTRY
FOR THE WHOLE FAMILY
AVAILABLE 1X PER
MONTH

COMMUNITY ACTION BEACON

(Located in the back of Beacon Plaza)

10 Eliza Street
Beacon NY

845-831-2620

Office Hours
Monday - Friday
8:30 am – 4:30 pm
Closed for Lunch
12:00 pm – 1:00 pm

We Invite You To Meet With Your Central Hudson Representative

People. Power. Possibilities.
Central Hudson
A FORTIS COMPANY

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for Dutchess County

HAVE A QUESTION ABOUT YOUR BILL?

Meet with a Central Hudson Representative in person to discuss your bill (Hablas Español)

DO YOU NEED HELP TO PAY YOUR ENERGY BILL?

Talk to a Community Action Partnership Family Resource Coordinator about:

- Financial Assistance Programs
- Family Budgeting Education
- Energy Reduction Services For Your Home

3rd Thursday
Of The Month

1:30 PM – 3:30 PM

BEACON COMMUNITY ACTION

We are Located behind Beacon Plaza off the municipal parking lot

10 Eliza Street
Beacon, NY

Phone
845-831-2620

DRESS FOR SUCCESS®

DUTCHESS COUNTY

Dress for Success is an international not-for-profit organization that empowers women to achieve economic independence by providing a network of support, professional attire and the development tools to help women thrive in work and in life.

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for Dutchess County

DRESS FOR SUCCESS®
DUTCHESS COUNTY

More than just a Suit!

Suiting

Areas of focus

- Professional Business Attire
- Interview Preparation

Career Center & Pre-Employment Workshops

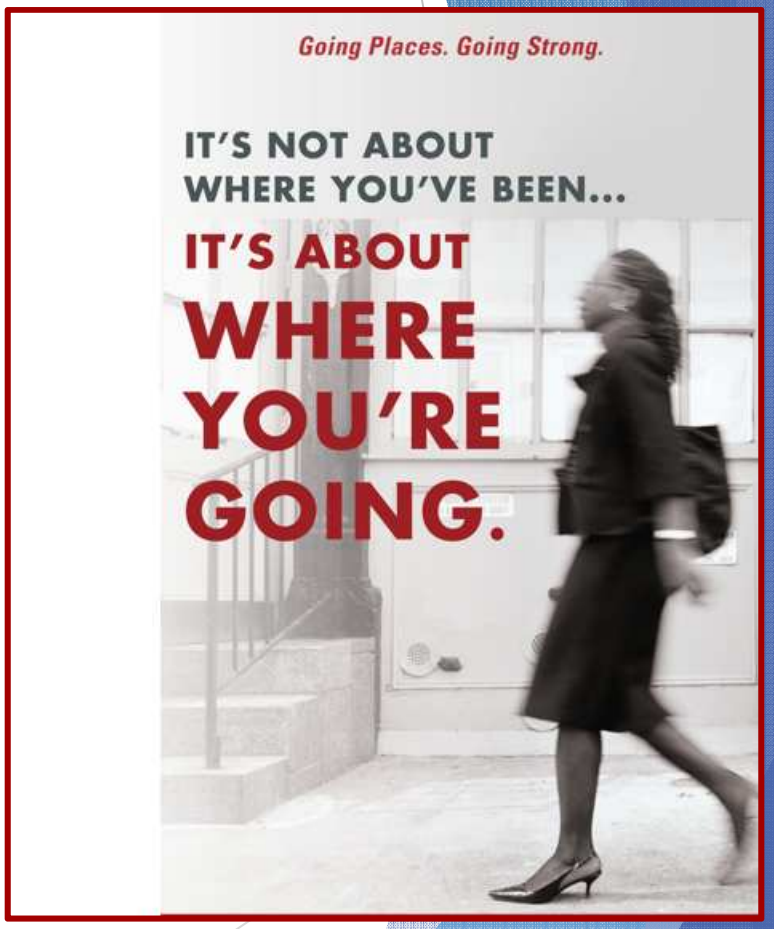
Areas of focus

- Interview Preparation
- Workforce Readiness
- Skill Development

Building Our Success in Steps (BOSS Club)

Areas of focus ***Launched Spring 2017***

- Mentoring
- Employment Retention
- Career Development Topics



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RSVP
Lead with Experience

Our Mission is to recruit and place individuals 55 and older with volunteer opportunities, utilizing their talents and skills to engage in meaningful service activities in their communities.

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RSVP

Lead with Experience

I will get things done for America – to make our people safer, smarter and healthier.

Excerpt from Senior Corps Pledge

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Community Action Partnership for Dutchess County

Weatherization & North East Home Improvement

- Weatherization Assistance Program
  - US Dept. of Energy establish Weatherization Assistance Program 1976 to assist low income families who lack resources invest in energy efficiency
  - Enables families to reduce their energy bills by making their homes more efficient ~ funds are used to improve the energy performance of homes, apartments and mobile homes
  - Using the most advanced technologies and testing procedures available in the housing industry we look for energy related and health and safety conditions to fix
  - Building Performance Institute trained specialists
  - No cost to eligible homeowner
- North East Home Improvement
  - Same energy conservation measures for non income eligible households
    - At low cost!

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Weatherization Works

The Weatherization Assistance Program helps lower energy cost for low-income families.

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We make it warmer in the winter,

and cooler in the summer.

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Weatherization Works

After weatherization services, the typical low-income home saves an average of 35% on energy consumption.

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Community Action Partnership
for Dutchess County

Hudson Valley CA$H
Creating Assets Savings and Hope

FREE, Reliable Tax Preparation! Call 2-1-1

AARP Foundation TAX-AIDE
Free tax assistance for those who need it most

Claim your Earned Income Tax Credit and all other credits you may be eligible for!

If your phone cannot connect by dialing 2-1-1, dial 1 (800) 899-1479

Call 2-1-1 to make your appointment for Free Tax Preparation & Free E-Filing!

Calls accepted 7 days a week 9 am –7 pm

AARP membership not required to receive service, no age restrictions.
Visit; HV-CASH.org for more information.

Hudson Valley CA$H

This volunteer-run tax preparation service is offered to low- and moderate-income taxpayers.

The CA$H Coalition, working to help YOU at tax time!

Poughkeepsie Plaza · RSVP · Fidelis Care · Cornell University Cooperative Extension · Catholic Charities Community Services · MARIST · Tronic Resources for Independence · PathStone · 211 · Community Action Partnership for Dutchess County · walden bank · United Way · United Way of the Dutchess-Orange Region · HudsonValley Federal Credit Union · Literacy Orange · North East Community Center · MVP Health Care · Mount Saint Mary College

Helping People. Changing Lives. Community Action Partnership for Dutchess County

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City of Beacon Workshop Agenda
6/24/2019

Title:

Discussion Regarding USDA Work Initiation - Canadian Geese

Subject:

Background:

ATTACHMENTS:

Description	Type
Memorandum from City Administrator Regarding USDA Work Initiation - Canadian Geese	Cover Memo/Letter

CITY OF BEACON
New York

Anthony J. Ruggiero, M.P.A.
City Administrator

OFFICE OF CITY ADMINISTRATOR 845-838-5000

To: **Mayor and City Council**

From: **Anthony Ruggiero, MPA, City Administrator**

Re: **USDA Work Initiation – Canadian Geese**

Date: **June 24, 2019**

As you are aware, the City has been contacted by the Air National Guard from Stewart Air Force Base. They are requesting to remove the Canadian Geese from Pete and Toshi Seeger Park, the park is within a 7-mile radius of Stewart Airport. Goose removal is part of their airport safety to prevent another US Airways Flight 1549 event.

The following questions have been answered to date:

Question: How are the Geese rounded-up?
Answer: The geese walk into a temporary trap and then placed into a poultry crate.

Question: What time of day will the removal happen?
Answer: The round-up will be done early in the morning (5:00 am to 7:00 am). An exact time can be worked out if needed.

Question: How many Geese do you think will be captured?
Answer: It is estimated that 63 geese are at the park. It is hoped to capture all, but some will evade us.

Question: How often will this occur?
Answer: The round-up only takes place once per year when the geese are molting.

Question: Are they hurt in the process?
Answer: The geese are not hurt at this point; however, they will be taken to a processor to be donated to food banks.

Question: What personnel, i.e., private contractor, USDA personnel will be performing the round-up the Geese?
Answer: Only USDA personnel will be conducting the round-up.

Mr. Kenneth E. Eggleston, Biological Science Technician with the USDA APHIS Wildlife Services will be present on Monday to answer any questions. If you have any questions with regard to the above, please feel free to contact me.

City of Beacon Workshop Agenda
6/24/2019

Title:

Discussion Regarding a Moratorium

Subject:

Background:

ATTACHMENTS:

Description	Type
Local Law Regarding Enactment of a Moratorium	Local Law
Memorandum From the City Administrator Regarding Well #2	Cover Memo/Letter

Draft: 7/15/19

LOCAL LAW NO. ____ OF 2019

CITY COUNCIL
CITY OF BEACON

LOCAL LAW REGARDING
ENACTMENT OF A MORATORIUM

A LOCAL LAW to enact moratorium on residential and commercial development

BE IT ENACTED by the City Council of the City of Beacon as follows:

SECTION 1. TITLE

This local law shall be entitled, "A Local Law, pursuant to Municipal Home Rule Law § 10, to enact a moratorium with respect to land use approvals to review certain special use, site plan, and subdivision applications involving residential, commercial and mixed use developments within the City of Beacon, by means of amending Chapter 223, Zoning, of the Code of the City of Beacon."

SECTION 2. LEGISLATIVE INTENT AND PURPOSE

The City Council hereby finds as follows:

1. The City of Beacon has seen an increase in development over the past several years. In 2017, the City was concerned that development of a large number of residential units in such a short period of time would stress the City's water supply. In response, on October 16, 2017, the City Council adopted a moratorium on residential development, including single family and mixed use developments, within the City of Beacon to protect the City and its residents, businesses and visitors from the potential impacts of new development on the City's water supply given the increased rate of development in the City.

2. Thereafter, the City of Beacon retained the services of WSP (Formerly LBG Hydrogeologic & Engineering Services) in order to perform a Comprehensive Water Supply Plan (the "Plan") for the City. The Plan included evaluating the storage

capacity of the City's three reservoirs to estimate the safe yield of the reservoirs; conducting an extended yield test on the existing bedrock water-supply wells to determine the safe yield of the bedrock wells; conducting a groundwater exploration program at the City's Pump House Road well field to evaluate the potential to develop a high yielding sand and gravel production well; and the evaluation of current and projected City build-out populations to determine if the City has an adequate supply of drinking water to meet the current and projected water demand. The Plan was issued in March 2018 and concluded that the City had an adequate water supply to meet the City's current demands and projected demands through 2035 with existing resources.

3. The City's Water Supply is made up of the following resources:

Water Supply	**Water Supply Capacity (Million Gallons Per Day-MGD)**
Melzingah Reservoir	0.38 mgd
Mount Beacon Reservoir	0.43 mgd
Cargill Reservoir	0.60 mgd
Well #1	0.58 mgd
Well #2	1.15 mgd
Village of Fishkill	1.20 mgd
Total Water Production	**4.34 mgd**

4. In February 2019, Well #2 was taken off line because tests of the well showed high turbidity from silting. WSP examined Well #2 and determined that the excessive silting was entering the well from a fracture about 240 feet down. Well #2 has remained off line while the City developed a mitigation plan to restore the well.

5. WSP performed a Water Supply Adequacy review with Well #2 out of service, incorporating and assessing the water needs of existing developments, and projects in the process of being built, recently approved and pending before the Planning Board. WSP's review concluded that there is an adequate supply of water and an approximate surplus of 170,000 gpd (gallons per day).

6. The City has developed a course of action to correct the silting and bring Well #2 back on line. It is estimated that this work will take approximately three (3) months. The City is concerned that approving new development proposals while repairs are being made to Well #2 would be imprudent and it would not be fair to applicants to entertain new applications during this time of uncertainty because the success of the repairs to Well #2 will be unknown until the work is completed in three (3) months.

7. It is the intent and purpose of this Local Law to establish another temporary moratorium on residential and commercial development in order to protect the City and its residents, businesses and visitors from the potential impacts of new development on the City's water supply given the condition of Well #2. Imposition

of this moratorium will allow the City sufficient time to repair Well #2 and regulate residential and commercial development within the City of Beacon to further protect the City's water supply. In addition, the intent and purpose of this Local Law is to allow the City a measured amount of time to review and revise targeted zoning laws, specifically focusing on amending the City's use and dimensional tables, establishing new regulations for the Linkage District, and evaluating properties eligible for the Historic District and Landmark Overlay Zone.

SECTION 3. MORATORIUM

1. Effective immediately and continuing for a period of four (4) months from June 11, 2019, no application for a building permit (other than a building permit for a project previously approved by a land use board), area variance, use variance, special use permit, site plan approval, or subdivision approval will be processed by the Building Department, or City Council, Planning Board or Zoning Board of Appeals ("Land Use Boards"), and no permit or approval will be issued by the Building Department or any Land Use Board for the modification, expansion or establishment of residential, commercial or mixed use developments within the City until this ordinance has expired or has been repealed according to applicable law.

2. All applications for building permits, use variance, area variance, special use permit, site plan approval and subdivision approval submitted to the City on or before June 11, 2019, or pending before the Building Department or Land Use Board are exempt from this moratorium. Any application submitted after June 11, 2019 may be heard and reviewed by any Land Use Board, but may not be subject to a vote. The Land Use Board may hold public hearings and discuss the application, but the Land Use Board may not formally approve or deny such application. Any building permit application for a single family home and any application seeking a modification or extension of an existing approval that does not increase the density (by unit or bedroom count) shall be exempt from this moratorium and any residential application that would result in an increase in water usage of less than 330 gallons of water per day, as determined by the City Building Inspector, is exempt from this moratorium. Any non-residential application that would result in an increase in water usage of less than 2,000 gallons per day, as determined by the City Building Inspector, is exempt from this moratorium. In addition, this moratorium shall not apply to the reuse of any existing non-residential building for industrial or manufacturing uses, as determined by the Building Inspector, where such use does not increase the existing building footprint or otherwise increase the building square footage.

3. The City Council may, by resolution, terminate this moratorium prior to its expiration, or alternatively, extend the moratorium for a period of ninety (90) days or such other time period, as the City Council, in its sole discretion, deems necessary to allow for repair of the City's water system.

SECTION 4. ADMINISTRATIVE RELIEF FROM MORATORIUM

4. In order to prevent an unlawful taking of property and to prevent irreparable harm, the City Council is authorized to grant limited relief from this moratorium pursuant to the standards and requirements herein. An applicant seeking such relief shall be required to show by clear and convincing evidence, including credible dollars and cents proof, that the applicant cannot make any reasonable use of its property due solely to the moratorium; that the moratorium prohibits fulfillment of the applicant's reasonable investment-backed expectations; that the moratorium causes irreparable injury to the applicant; and that it would be unreasonable and unjust not to grant relief from the moratorium.

5. An application may be made in writing to the City Council requesting an exemption from the provisions herein. After due notice and a public hearing on such application, the City Council may grant an exemption with such conditions as it may deem reasonable and necessary, provided such exemption is the minimum relief necessary.

6. All such applications to the City Council shall be deemed Unlisted actions under SEQRA. In the event relief from the moratorium is granted by the City Council, the applicant shall proceed to the City's Land Use Boards to apply for required development approvals. Notwithstanding any relief granted pursuant to this section, a development approval shall not be granted unless the approved application complies with all zoning and all other requirements in effect on the date of approval.

7. The applicant or any other person aggrieved by a decision of the City Council made pursuant to this section may apply to the state supreme court pursuant to article seventy-eight of the civil practice laws and rules.

SECTION 5. CONFLICTING LAWS SUPERSEDED

All local laws, ordinances, or parts of local laws and ordinances, of the City of Beacon that are in conflict with the provisions of this Local Law are hereby suspended to the extent necessary to give this Local Law full force and effect during the effective period of the moratorium. Pursuant to Municipal Home Rule Law Section 10, this Local Law shall supersede any inconsistent provisions of New York State General City Law for the entire duration of this moratorium, including any extension thereof.

SECTION 6. SEPARABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is

hereby declared to be the legislative intent that this Local Law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

SECTION 7. EFFECTIVE DATE

This Local Law shall take effect immediately upon adoption and filing with the Secretary of State as provided by the Municipal Home Rule Law.

CITY OF BEACON
New York

Anthony J. Ruggiero, M.P.A.
City Administrator

OFFICE OF CITY ADMINISTRATOR 845-838-5000

To: **Mayor and City Council**

From: **Anthony Ruggiero, MPA, City Administrator**

Re: **City of Beacon Well #2**

Date: **June 7, 2019**

In 2018 the City of Beacon retained the services of WSP (formerly LBG Hydrogeologic & Engineering Services) in order to perform a Comprehensive Water Supply Plan (Plan) for the City of Beacon (City). The Plan included evaluating the storage capacity of the three City reservoirs to estimate the safe yield of the reservoirs; conducting an extended yield test on the existing bedrock water-supply wells to determine the safe yield of the bedrock wells; conducting a groundwater exploration program at the City's Pump House Road well field to evaluate the potential to develop a high yielding sand and gravel production well; and the evaluation of current and projected City build-out population to determine if the City has an adequate supply of drinking water to meet the current and projected water demand.

The conclusion of the report was that the City had an adequate water supply to meet the 2018 current and 2035 projected production with the existing resources. The City's current daily water demand is 2.88 mgd.

For your reference again, the City Water Supply is made up of the following resources:

Water Supply	**Water Supply Capacity (Million Gallons Per Day-MGD)**
Melzingah Reservoir	0.38 mgd
Mount Beacon Reservoir	0.43mgd
Cargill Reservoir	0.60 mgd
Well #1	.58 mgd
Well #2	1.15 mgd
Village of Fishkill	1.20 mgd
Total Water Production	**4.34 mgd**

Beginning in September of 2018, Well #2 began to experience a drastic drop in flow from the well and it was determined that the pump was in operation, but not pumping. The pump was found to be missing half of the bowls required for pumping, but there were no structural issues with the well. At this time, there was no evidence of excessive silting.

In December of 2018 a new pump was delivered, installed and running normally. Around late January 2019, Well #2 was tested in preparation for the summer months, and high turbidity from silting was noticed. Since early February, the Water Department has been working with the City's Consultants, WSP and Subsurface Technologies in order to determine the cause of the silting and the appropriate mitigation options. The Well has been off line since about this time.

The excessive Silting was determined to be entering the well from a fracture at about 240 feet down. It should be stressed that Well #2 is usable and this is not a water quality issue. The water plant can process the silt; however, the excessive silt could burn up and destroy the well pump. At this time, Staff would like to discuss and present the course of action to correct the silting and bring Well #2 back on line.

Course of Action	**Estimated Cost**
Surge Development	$35,000
Install Submersible Pump and Pump to Waste	$35,000
Spinner Test	$20,000
Stent/swage	$76,000
72-hour pump test	$9,000
TOTAL	**$175,000**

Furthermore, the City's Consulting Hydrogeologist performed a Water Supply Adequacy review with Well #2 out of service, including projects being built, already approved and in front of the Planning Board. It was determined that there is an adequate supply of water and an approximate surplus of 170,000 gpd (Gallons Per Day).

The City's Consulting Hydrogeologist will be present to discuss the above plan of action on Monday. It is estimated that the above work will take approximately 3 months.

If you have any questions with regard to the above, please feel free to contact me.

City of Beacon Workshop Agenda
6/24/2019

Title:

New York State Rent Stabilization Discussion

Subject:

Background:

ATTACHMENTS:

Description	Type
New York State Rent Stabilization Legislation	Backup Material
Memorandum from Keane and Beane Regarding Rent Stabilization	Cover Memo/Letter

STATE OF NEW YORK

S. 6458 A. 8281

2019-2020 Regular Sessions

SENATE - ASSEMBLY

June 11, 2019

IN SENATE -- Introduced by Sens. STEWART-COUSINS, KAVANAGH, MYRIE, GIANARIS, SALAZAR, SERRANO, KRUEGER, BAILEY, RAMOS, PARKER -- read twice and ordered printed, and when printed to be committed to the Committee on Rules

IN ASSEMBLY -- Introduced by M. of A. HEASTIE, CYMBROWITZ, HUNTER, DINOWITZ, O'DONNELL, L. ROSENTHAL, THIELE, BRONSON, RYAN, BARRETT, MOSLEY, PICHARDO, BARRON, JOYNER, RICHARDSON, NIOU, EPSTEIN, ROMEO, GOTTFRIED, LENTOL, WEINSTEIN, NOLAN, COOK, GLICK, AUBRY, PERRY, ARROYO, COLTON, PEOPLES-STOKES, TITUS, BENEDETTO, HEVESI, JAFFEE, DenDEKKER, CRESPO, M. L. MILLER, WEPRIN, QUART, SOLAGES, STECK, BICHOTTE, BLAKE, DILAN, SEAWRIGHT, SIMON, WALKER, CARROLL, DE LA ROSA, D. ROSENTHAL, TAYLOR, CRUZ, FERNANDEZ, FRONTUS, JACOBSON, RAYNOR, REYES, SAYEGH -- read once and referred to the Committee on Housing

AN ACT to amend chapter 576 of the laws of 1974 amending the emergency housing rent control law relating to the control of and stabilization of rent in certain cases, the emergency housing rent control law, chapter 329 of the laws of 1963 amending the emergency housing rent control law relating to recontrol of rents in Albany, and the rent regulation reform act of 1997, in relation to making such provisions permanent; to amend chapter 555 of the laws of 1982 amending the general business law and the administrative code of the city of New York relating to conversion of residential property to cooperative or condominium ownership in the city of New York, chapter 402 of the laws of 1983 amending the general business law relating to conversion of rental residential property to cooperative or condominium ownership in certain municipalities in the counties of Nassau, Westchester and Rockland, in relation to making such provisions permanent (Part A); to repeal certain provisions of the administrative code of the city of New York, the emergency tenant protection act of nineteen seventy-four, the emergency housing rent control law and the local emergency rent control act, relating to rent increases after vacancy of a housing accommodation (Part B); to amend the administrative code of the city of New York and the emergency tenant protection act of nineteen

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD11905-07-9

seventy-four, in relation to vacancy of certain housing accommodations and to amend the emergency tenant protection act of nineteen seventy-four and the administrative code of the city of New York, in relation to prohibiting a county rent guidelines board from establishing rent adjustments for class A dwelling units based on certain considerations (Part C); to amend the emergency tenant protection act of nineteen seventy-four, in relation to vacancies in certain housing accommodations; and to repeal paragraphs 12 and 13 of subdivision a of section 5 and section 5-a of section 4 of chapter 576 of the laws of 1974 constituting the emergency tenant protection act of nineteen seventy-four, paragraph (n) of subdivision 2 of section 2 of chapter 274 of the laws of 1946, constituting the emergency housing rent control law, and sections 26-504.1, 26-504.2 and 26-504.3 and subparagraph (k) of paragraph 2 of subdivision e of section 26-403 of the administrative code of the city of New York, relating to vacancy decontrol (Part D); to amend the emergency tenant protection act of nineteen seventy-four and the administrative code of the city of New York, in relation to the regulation of rents (Part E); to amend the emergency tenant protection act of nineteen seventy-four, the administrative code of the city of New York and the civil practice law and rules, in relation to investigation of rent overcharge complaints (Part F); to establish the "statewide tenant protection act of 2019"; and to amend the emergency tenant protection act of nineteen seventy-four, in relation to expanding rent and eviction protections statewide (Part G); to amend the administrative code of the city of New York and the emergency housing rent control law, in relation to the establishment of rent adjustments and prohibition of fuel pass-along charges; and to repeal certain provisions of the administrative code of the city of New York relating thereto (Part H); to amend the administrative code of the city of New York, the emergency tenant protection act of nineteen seventy-four and the emergency housing rent control law, in relation to recovery of certain housing accommodations by a landlord (Part I); to amend the emergency tenant protection act of nineteen seventy-four, in relation to not-for-profits' use of certain residential dwellings (Part J); to amend the emergency tenant protection act of nineteen seventy-four, the emergency housing rent control law, and the administrative code of the city of New York, in relation to a temporary increase in rent in certain cases (Part K); to amend the public housing law, in relation to enacting the "rent regulation reporting act of 2019" (Part L); to amend the real property law, the real property actions and proceedings law, the general obligations law and the judiciary law, in relation to enacting the "statewide housing security and tenant protection act of 2019"; establishes the New York state temporary commission on housing security and tenant protection; and to repeal certain provisions of the real property actions and proceedings law relating thereto (Part M); to amend the general business law, in relation to conversions to cooperative or condominium ownership in the city of New York (Part N); and to amend the real property law, in relation to the duties and responsibilities of manufactured home park owners and residents (Part O)

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. This act enacts into law major components of legislation relating to rent regulation and tenant protection. Each component is wholly contained within a Part identified as Parts A through O. The effective date for each particular provision contained within such Part is set forth in the last section of such Part. Any provision in any section contained within a Part, including the effective date of the Part, which makes a reference to a section "of this act", when used in connection with that particular component, shall be deemed to mean and refer to the corresponding section of the Part in which it is found. Section three of this act sets forth the general effective date of this act.

PART A

Section 1. Short title. This act shall be known and may be cited as the "Housing Stability and Tenant Protection Act of 2019".

§ 1-a. Section 17 of chapter 576 of the laws of 1974 amending the emergency housing rent control law relating to the control of and stabilization of rent in certain cases, as amended by section 1-a of part A of chapter 20 of the laws of 2015, is amended to read as follows:

§ 17. Effective date. This act shall take effect immediately and shall remain in full force and effect [~~until and including the fifteenth day of June 2019~~] thereafter; except that sections two and three shall take effect with respect to any city having a population of one million or more and section one shall take effect with respect to any other city, or any town or village whenever the local legislative body of a city, town or village determines the existence of a public emergency pursuant to section three of the emergency tenant protection act of nineteen seventy-four, as enacted by section four of this act, and provided that the housing accommodations subject on the effective date of this act to stabilization pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine shall remain subject to such law [~~upon the expiration of this act~~] thereafter.

§ 2. Subdivision 2 of section 1 of chapter 274 of the laws of 1946 constituting the emergency housing rent control law, as amended by section 2 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

2. The provisions of this act, and all regulations, orders and requirements thereunder shall remain in full force and effect [~~until and including June 15, 2019~~] thereafter.

§ 3. Section 2 of chapter 329 of the laws of 1963 amending the emergency housing rent control law relating to recontrol of rents in Albany, as amended by section 3 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

§ 2. This act shall take effect immediately and the provisions of subdivision 6 of section 12 of the emergency housing rent control law, as added by this act, shall remain in full force and effect [~~until and including June 15, 2019~~] thereafter.

§ 4. Section 10 of chapter 555 of the laws of 1982 amending the general business law and the administrative code of the city of New York relating to conversion of residential property to cooperative or condominium ownership in the city of New York, as amended by section 4 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

§ 10. This act shall take effect immediately; provided, that the provisions of sections one, two and nine of this act shall remain in full force and effect [~~only until and including June 15, 2019~~] thereaft-

er; provided further that the provisions of section three of this act shall remain in full force and effect only so long as the public emergency requiring the regulation and control of residential rents and evictions continues as provided in subdivision 3 of section 1 of the local emergency housing rent control act; provided further that the provisions of sections four, five, six and seven of this act shall expire in accordance with the provisions of section 26-520 of the administrative code of the city of New York as such section of the administrative code is, from time to time, amended; provided further that the provisions of section 26-511 of the administrative code of the city of New York, as amended by this act, which the New York City Department of Housing Preservation and Development must find are contained in the code of the real estate industry stabilization association of such city in order to approve it, shall be deemed contained therein as of the effective date of this act; and provided further that any plan accepted for filing by the department of law on or before the effective date of this act shall continue to be governed by the provisions of section 352-eeee of the general business law as they had existed immediately prior to the effective date of this act.

§ 5. Section 4 of chapter 402 of the laws of 1983 amending the general business law relating to conversion of rental residential property to cooperative or condominium ownership in certain municipalities in the counties of Nassau, Westchester and Rockland, as amended by section 5 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

§ 4. This act shall take effect immediately; provided, that the provisions of sections one and three of this act shall remain in full force and effect [~~only until and including June 15, 2019~~] thereafter; and provided further that any plan accepted for filing by the department of law on or before the effective date of this act shall continue to be governed by the provisions of section 352-eee of the general business law as they had existed immediately prior to the effective date of this act.

§ 6. Subdivision 6 of section 46 of chapter 116 of the laws of 1997 constituting the rent regulation reform act of 1997 is REPEALED.

§ 7. This act shall take effect immediately.

PART B

Section 1. Paragraph 5-a of subdivision c of section 26-511 of the administrative code of the city of New York is REPEALED.

§ 2. Subdivision (a-1) of section 10 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four is REPEALED.

§ 3. Subdivision f of section 26-512 of the administrative code of the city of New York is REPEALED.

§ 4. Subdivision g of section 6 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four is REPEALED.

§ 5. Subdivision 9 of section 5 of chapter 274 of the laws of 1946, constituting the emergency housing rent control law is REPEALED.

§ 6. Section 26-403.2 of the administrative code of the city of New York is REPEALED.

§ 7. The sixth undesignated paragraph of subdivision 5 of section 1 of chapter 21 of the laws of 1962, constituting the local emergency rent control act, as amended by chapter 82 of the laws of 2003, is REPEALED.

§ 8. This act shall take effect immediately.

PART C

Section 1. Section 26-510 of the administrative code of the city of New York is amended by adding a new subdivision j to read as follows:

j. Notwithstanding any other provision of this law, the adjustment for vacancy leases covered by the provisions of this law shall be determined exclusively pursuant to this section. County rent guidelines boards shall no longer promulgate adjustments for vacancy leases unless otherwise authorized by this chapter.

§ 2. Section 4 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, is amended by adding a new subdivision e to read as follows:

e. Notwithstanding any other provision of this act, the adjustment for vacancy leases covered by the provisions of this act shall be determined exclusively pursuant to section ten of this act. County rent guidelines boards shall no longer promulgate adjustments for vacancy leases.

§ 3. The opening paragraph of subdivision b of section 4 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, as amended by chapter 403 of the laws of 1983, is amended to read as follows:

A county rent guidelines board shall establish [~~annually~~] **annual** guidelines for rent adjustments which, at its sole discretion may be varied and different for and within the several zones and jurisdictions of the board, and in determining whether rents for housing accommodations as to which an emergency has been declared pursuant to this act shall be adjusted, shall consider among other things (1) the economic condition of the residential real estate industry in the affected area including such factors as the prevailing and projected (i) real estate taxes and sewer and water rates, (ii) gross operating maintenance costs (including insurance rates, governmental fees, cost of fuel and labor costs), (iii) costs and availability of financing (including effective rates of interest), (iv) over-all supply of housing accommodations and over-all vacancy rates, (2) relevant data from the current and projected cost of living indices for the affected area, (3) such other data as may be made available to it. As soon as practicable after its creation and thereafter not later than July first of each year, a rent guidelines board shall file with the state division of housing and community renewal its findings for the preceding calendar year, and shall accompany such findings with a statement of the maximum rate or rates of rent adjustment, if any, for one or more classes of accommodation subject to this act, authorized for leases or other rental agreements commencing during the next succeeding twelve months. The standards for rent adjustments may be applicable for the entire county or may be varied according to such zones or jurisdictions within such county as the board finds necessary to achieve the purposes of this subdivision. **A county rent guidelines board shall not establish annual guidelines for rent adjustments based on the current rental cost of a unit or on the amount of time that has elapsed since another rent increase was authorized pursuant to this chapter.**

§ 4. Subdivision b of section 26-510 of the administrative code of the city of New York is amended to read as follows:

b. The rent guidelines board shall establish [~~annually~~] **annual** guidelines for rent adjustments, and in determining whether rents for housing accommodations subject to the emergency tenant protection act of nineteen seventy-four or this law shall be adjusted shall consider, among other things (1) the economic condition of the residential real estate

industry in the affected area including such factors as the prevailing and projected (i) real estate taxes and sewer and water rates, (ii) gross operating maintenance costs (including insurance rates, governmental fees, cost of fuel and labor costs), (iii) costs and availability of financing (including effective rates of interest), (iv) over-all supply of housing accommodations and over-all vacancy rates, (2) relevant data from the current and projected cost of living indices for the affected area, (3) such other data as may be made available to it. Not later than July first of each year, the rent guidelines board shall file with the city clerk its findings for the preceding calendar year, and shall accompany such findings with a statement of the maximum rate or rates of rent adjustment, if any, for one or more classes of accommodations subject to this law, authorized for leases or other rental agreements commencing on the next succeeding October first or within the twelve months thereafter. Such findings and statement shall be published in the City Record. **The rent guidelines board shall not establish annual guidelines for rent adjustments based on the current rental cost of a unit or on the amount of time that has elapsed since another rent increase was authorized pursuant to this title.**

§ 5. This act shall take effect immediately.

PART D

Section 1. Legislative findings and declaration of emergency. The legislature hereby finds and declares that the serious public emergency which led to the enactment of the existing laws regulating residential rents and evictions continues to exist; that such laws would better serve the public interest if certain changes were made thereto, including the continued regulation of certain housing accommodations that become vacant.

The legislature further recognizes that severe disruption of the rental housing market has occurred and threatens to be exacerbated as a result of the present state of the law in relation to the deregulation of housing accommodations upon vacancy. The situation has permitted speculative and profiteering practices and has brought about the loss of vital and irreplaceable affordable housing for working persons and families.

The legislature therefore declares that in order to prevent uncertainty, potential hardship and dislocation of tenants living in housing accommodations subject to government regulations as to rentals and continued occupancy as well as those not subject to such regulation, the provisions of this act are necessary to protect the public health, safety and general welfare. The necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

§ 2. Paragraph (n) of subdivision 2 of section 2 of chapter 274 of the laws of 1946, constituting the emergency housing rent control law, is REPEALED.

§ 3. Paragraph 13 of subdivision a of section 5 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, is REPEALED.

§ 4. Subparagraph (k) of paragraph 2 of subdivision e of section 26-403 of the administrative code of the city of New York is REPEALED.

§ 5. Sections 26-504.1, 26-504.2 and 26-504.3 of the administrative code of the city of New York are REPEALED.

§ 6. Paragraph 12 of subdivision a of section 5 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, is REPEALED.

§ 7. Section 5-a of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, is REPEALED.

§ 8. This act shall take effect immediately.

PART E

Section 1. Subdivision (a-2) of section 10 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, as amended by section 11 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

(a-2) [~~Provides that where~~] Where the amount of rent charged to and paid by the tenant is less than the legal regulated rent for the housing accommodation, the amount of rent for such housing accommodation which may be charged [~~upon renewal or~~] upon vacancy thereof, may, at the option of the owner, be based upon such previously established legal regulated rent, as adjusted by the most recent applicable guidelines increases and other increases authorized by law. [~~Such housing accommodation shall be excluded from the provisions of this act pursuant to paragraph thirteen of subdivision a of section five of this act when subsequent to vacancy: (i) such legal regulated rent is two thousand five hundred dollars per month, or more, for any housing accommodation that is, or becomes, vacant after the effective date of the rent act of 2011 but prior to the effective date of the rent act of 2015 or (ii) such legal regulated rent is two thousand seven hundred dollars per month or more for any housing accommodation that is or becomes vacant on or after the rent act of 2015; starting on January 1, 2016, and annually thereafter, the maximum legal regulated rent for this deregulation threshold, shall also be increased by the same percent as the most recent one year renewal adjustment, adopted by the applicable rent guidelines board pursuant to the rent stabilization law.~~] Any tenant who is subject to a lease on or after the effective date of a chapter of the laws of two thousand nineteen which amended this subdivision, or is or was entitled to receive a renewal or vacancy lease on or after such date, upon renewal of such lease, the amount of rent for such housing accommodation that may be charged and paid shall be no more than the rent charged to and paid by the tenant prior to that renewal, as adjusted by the most recent applicable guidelines increases and any other increases authorized by law. Provided, however, that for buildings that are subject to this statute by virtue of a regulatory agreement with a local government agency and which buildings receive federal project based rental assistance administered by the United States department of housing and urban development or a state or local section eight administering agency, where the rent set by the federal, state or local governmental agency is less than the legal regulated rent for the housing accommodation, the amount of rent for such housing accommodation which may be charged upon renewal or upon vacancy thereof, may be based upon such previously established legal regulated rent, as adjusted by the most recent applicable guidelines increases or other increases authorized by law; and further provided that such vacancy shall not be caused by the failure of the owner or an agent of the owner, to maintain the housing accommodation in compliance with the warranty of habitability set forth in subdivision one of section two hundred thirty-five-b of the real property law.

§ 2. Paragraph 14 of subdivision c of section 26-511 of the administrative code of the city of New York, as amended by section 12 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

(14) [~~provides that~~] where the amount of rent charged to and paid by the tenant is less than the legal regulated rent for the housing accommodation, the amount of rent for such housing accommodation which may be charged [~~upon renewal or~~] upon vacancy thereof, may, at the option of the owner, be based upon such previously established legal regulated rent, as adjusted by the most recent applicable guidelines increases and any other increases authorized by law. [~~Such housing accommodation shall be excluded from the provisions of this code pursuant to section 26-504.2 of this chapter when, subsequent to vacancy: (i) such legal regulated rent prior to vacancy is two thousand five hundred dollars per month, or more, for any housing accommodation that is or becomes vacant after the effective date of the rent act of 2011 but prior to the effective date of the rent act of 2015 or (ii) such legal regulated rent is two thousand seven hundred dollars per month or more, provided, however that on January 1, 2016, and annually thereafter, the maximum legal regulated rent for this deregulation threshold shall be adjusted by the same percentage as the most recent one year renewal adjustment as adjusted by the relevant rent guidelines board, for any housing accommodation that is or becomes vacant on or after the rent act of 2015.~~] Any tenant who is subject to a lease on or after the effective date of a chapter of the laws of two thousand nineteen which amended this paragraph, or is or was entitled to receive a renewal or vacancy lease on or after such date, upon renewal of such lease, the amount of rent for such housing accommodation that may be charged and paid shall be no more than the rent charged to and paid by the tenant prior to that renewal, as adjusted by the most recent applicable guidelines increases and any other increases authorized by law. Provided, however, that for buildings that are subject to this statute by virtue of a regulatory agreement with a local government agency and which buildings receive federal project based rental assistance administered by the United States department of housing and urban development or a state or local section eight administering agency, where the rent set by the federal, state or local governmental agency is less than the legal regulated rent for the housing accommodation, the amount of rent for such housing accommodation which may be charged upon renewal or upon vacancy thereof, may be based upon such previously established legal regulated rent, as adjusted by the most recent applicable guidelines increases and other increases authorized by law; and further provided that such vacancy shall not be caused by the failure of the owner or an agent of the owner, to maintain the housing accommodation in compliance with the warranty of habitability set forth in subdivision one of section two hundred thirty-five-b of the real property law.

§ 3. This act shall take effect immediately; provided, further, that the amendments to section 26-511 of chapter 4 of title 26 of the administrative code of the city of New York made by section two of this act shall expire on the same date as such law expires and shall not affect the expiration of such law as provided under section 26-520 of such law.

PART F

Section 1. Paragraph 1 of subdivision a of section 12 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, as amended by chapter 403 of

the laws of 1983, the opening paragraph and clause (i) of subparagraph (b) as amended by chapter 116 of the laws of 1997, is amended to read as follows:

(1) Subject to the conditions and limitations of this paragraph, any owner of housing accommodations in a city having a population of less than one million or a town or village as to which an emergency has been declared pursuant to section three, who, upon complaint of a tenant or of the state division of housing and community renewal, is found by the state division of housing and community renewal, after a reasonable opportunity to be heard, to have collected an overcharge above the rent authorized for a housing accommodation subject to this act shall be liable to the tenant for a penalty equal to three times the amount of such overcharge. [~~In no event shall such treble damage penalty be assessed against an owner based solely on said owner's failure to file a proper or timely initial or annual rent registration statement.~~] If the owner establishes by a preponderance of the evidence that the overcharge was neither willful nor attributable to his negligence, the state division of housing and community renewal shall establish the penalty as the amount of the overcharge plus interest at the rate of interest payable on a judgment pursuant to section five thousand four of the civil practice law and rules. **After a complaint of rent overcharge has been filed and served on an owner, the voluntary adjustment of the rent and/or the voluntary tender of a refund of rent overcharges shall not be considered by the division of housing and community renewal or a court of competent jurisdiction as evidence that the overcharge was not willful.** (i) Except as to complaints filed pursuant to clause (ii) of this paragraph, the legal regulated rent for purposes of determining an overcharge, shall be deemed to be the rent indicated in the **most recent reliable** annual registration statement **for a rent stabilized tenant** filed [~~four~~] **and served upon the tenant six or more** years prior to the most recent registration statement, (or, if more recently filed, the initial registration statement) plus in each case any subsequent lawful increases and adjustments. [~~Where the amount of rent set forth in the annual rent registration statement filed four years prior to the most recent registration statement is not challenged within four years of its filing, neither such rent nor service of any registration shall be subject to challenge at any time thereafter.~~] **The division of housing and community renewal or a court of competent jurisdiction, in investigating complaints of overcharge and in determining legal regulated rent, shall consider all available rent history which is reasonably necessary to make such determinations.** (ii) As to complaints filed within ninety days of the initial registration of a housing accommodation, the legal regulated rent for purposes of determining an overcharge shall be deemed to be the rent charged on the date [~~four~~] **six** years prior to the date of the initial registration of the housing accommodation (or, if the housing accommodation was subject to this act for less than [~~four~~] **six** years, the initial legal regulated rent) plus in each case, any lawful increases and adjustments. Where the rent charged on the date [~~four~~] **six** years prior to the date of the initial registration of the accommodation cannot be established, such rent shall be established by the division. [~~Where the amount of rent set forth in the annual rent registration statement filed four years prior to the most recent registration statement is not challenged within four years of its filing, neither such rent nor service of any registration shall be subject to challenge at any time thereafter.~~]

(a) The order of the state division of housing and community renewal shall apportion the owner's liability between or among two or more tenants found to have been overcharged by such owner during their particular tenancy of a unit.

(b) (i) Except as provided under clauses (ii) and (iii) of this subparagraph, a complaint under this subdivision [~~shall~~] may be filed with the state division of housing and community renewal [~~within four years of the first overcharge alleged and no determination of an overcharge and no award or calculation of an award of the amount of an overcharge may be based upon an overcharge having occurred more than four years before the complaint is filed. This paragraph shall preclude examination of the rental history of the housing accommodation prior to the four-year period preceding the filing of a complaint pursuant to this subdivision~~] or in a court of competent jurisdiction at any time, however any recovery of overcharge penalties shall be limited to the six years preceding the complaint.

(ii) [~~No~~] A penalty of three times the overcharge [~~may be based upon an overcharge having occurred more than two years before the complaint is filed or upon an overcharge which occurred prior to April first, nineteen hundred eighty-four~~] shall be assessed upon all overcharges willfully collected by the owner starting six years before the complaint is filed.

(iii) Any complaint based upon overcharges occurring prior to the date of filing of the initial rent registration as provided in subdivision b of section twelve-a of this act shall be filed within ninety days of the mailing of notice to the tenant of such registration.

(c) Any affected tenant shall be notified of and given an opportunity to join in any complaint filed by an officer or employee of the state division of housing and community renewal.

(d) An owner found to have overcharged shall, in all cases, be assessed the reasonable costs and attorney's fees of the proceeding, and interest from the date of the overcharge at the rate of interest payable on a judgment pursuant to section five thousand four of the civil practice law and rules.

(e) The order of the state division of housing and community renewal awarding penalties may, upon the expiration of the period in which the owner may institute a proceeding pursuant to article seventy-eight of the civil practice law and rules, be filed and enforced by a tenant in the same manner as a judgment or, in the alternative, not in excess of twenty percent thereof per month may be offset against any rent thereafter due the owner.

(f) Unless a tenant shall have filed a complaint of overcharge with the division which complaint has not been withdrawn, nothing contained in this section shall be deemed to prevent a tenant or tenants, claiming to have been overcharged, from commencing an action or interposing a counterclaim in a court of competent jurisdiction for damages equal to the overcharge and the penalty provided for in this section, including interest from the date of the overcharge at the rate of interest payable on a judgment pursuant to section five thousand four of the civil practice law and rules, plus the statutory costs and allowable disbursements in connection with the proceeding. [~~Such action must be commenced or counterclaim interposed within four years of the date of the alleged overcharge but no recovery of three times the amount of the overcharge may be awarded with respect to any overcharge which had occurred more than two years before the action is commenced or counterclaim is inter-~~

~~posed.~~] The courts and the division shall have concurrent jurisdiction, subject to the tenant's choice of forum.

§ 2. Paragraph 8 of subdivision a of section 12 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, as amended by chapter 403 of the laws of 1983, is amended and a new paragraph 9 is added to read as follows:

(8) [~~Any~~] Except where a specific provision of this law requires the maintenance of rent records for a longer period, including records of the useful life of improvements made to any housing accommodation or any building, any owner who has duly registered a housing accommodation pursuant to section twelve-a of this act shall not be required to maintain or produce any records relating to rentals of such accommodation more than [~~four~~] six years prior to the most recent registration or annual statement for such accommodation. However, an owner's election not to maintain records shall not limit the authority of the division of housing and community renewal and the courts to examine the rental history and determine legal regulated rents pursuant to this subdivision.

(9) The division of housing and community renewal and the courts, in investigating complaints of overcharge and in determining legal regulated rents, shall consider all available rent history which is reasonably necessary to make such determinations, including but not limited to (a) any rent registration or other records filed with the state division of housing and community renewal, or any other state, municipal or federal agency, regardless of the date to which the information on such registration refers; (b) any order issued by any state, municipal or federal agency; (c) any records maintained by the owner or tenants; and (d) any public record kept in the regular course of business by any state, municipal or federal agency. Nothing contained in this paragraph shall limit the examination of rent history relevant to a determination as to:

(i) whether the legality of a rental amount charged or registered is reliable in light of all available evidence including, but not limited to, whether an unexplained increase in the registered or lease rents, or a fraudulent scheme to destabilize the housing accommodation, rendered such rent or registration unreliable;

(ii) whether an accommodation is subject to the emergency tenant protection act;

(iii) whether an order issued by the division of housing and community renewal or a court of competent jurisdiction, including, but not limited to an order issued pursuant to section 26-514 of the administrative code of the city of New York, or any regulatory agreement or other contract with any governmental agency, and remaining in effect within six years of the filing of a complaint pursuant to this section, affects or limits the amount of rent that may be charged or collected;

(iv) whether an overcharge was or was not willful;

(v) whether a rent adjustment that requires information regarding the length of occupancy by a present or prior tenant was lawful;

(vi) the existence or terms and conditions of a preferential rent, or the propriety of a legal registered rent during a period when the tenants were charged a preferential rent;

(vii) the legality of a rent charged or registered immediately prior to the registration of a preferential rent; or

(viii) the amount of the legal regulated rent where the apartment was vacant or temporarily exempt on the date six years prior to a tenant's complaint.

§ 3. Subdivision b of section 12 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, as amended by chapter 403 of the laws of 1983, is amended to read as follows:

b. Within a city having a population of one million or more, the state division of housing and community renewal shall have such powers to enforce this act as shall be provided in the New York city rent stabilization law of nineteen hundred sixty-nine, as amended, or as shall otherwise be provided by law. Unless a tenant shall have filed a complaint of overcharge with the division which complaint has not been withdrawn, nothing contained in this section shall be deemed to prevent a tenant or tenants, claiming to have been overcharged, from commencing an action or interposing a counterclaim in a court of competent jurisdiction for damages equal to the overcharge and the penalty provided for in this section, including interest from the date of the overcharge at the rate of interest payable on a judgment pursuant to section five thousand four of the civil practice law and rules, plus the statutory costs and allowable disbursements in connection with the proceeding. The courts and the division shall have concurrent jurisdiction, subject to the tenant's choice of forum.

§ 4. Subdivision a of section 26-516 of the administrative code of the city of New York, as amended by chapter 116 of the laws of 1997, is amended to read as follows:

a. Subject to the conditions and limitations of this subdivision, any owner of housing accommodations who, upon complaint of a tenant, or of the state division of housing and community renewal, is found by the state division of housing and community renewal, after a reasonable opportunity to be heard, to have collected an overcharge above the rent authorized for a housing accommodation subject to this chapter shall be liable to the tenant for a penalty equal to three times the amount of such overcharge. [~~In no event shall such treble damage penalty be assessed against an owner based solely on said owner's failure to file a timely or proper initial or annual rent registration statement.~~] If the owner establishes by a preponderance of the evidence that the overcharge was not willful, the state division of housing and community renewal shall establish the penalty as the amount of the overcharge plus interest. After a complaint of rent overcharge has been filed and served on an owner, the voluntary adjustment of the rent and/or the voluntary tender of a refund of rent overcharges shall not be considered by the division of housing and community renewal or a court of competent jurisdiction as evidence that the overcharge was not willful. (i) Except as to complaints filed pursuant to clause (ii) of this paragraph, the legal regulated rent for purposes of determining an overcharge, shall be the rent indicated in the most recent reliable annual registration statement filed [~~four~~] and served upon the tenant six or more years prior to the most recent registration statement, (or, if more recently filed, the initial registration statement) plus in each case any subsequent lawful increases and adjustments. [~~Where the amount of rent set forth in the annual rent registration statement filed four years prior to the most recent registration statement is not challenged within four years of its filing, neither such rent nor service of any registration shall be subject to challenge at any time thereafter.~~] The division of housing and community renewal or a court of competent jurisdiction, in investi-

gating complaints of overcharge and in determining legal regulated rent, shall consider all available rent history which is reasonably necessary to make such determinations. (ii) As to complaints filed within ninety days of the initial registration of a housing accommodation, the legal regulated rent shall be deemed to be the rent charged on the date [~~four~~] six years prior to the date of the initial registration of the housing accommodation (or, if the housing accommodation was subject to this chapter for less than [~~four~~] six years, the initial legal regulated rent) plus in each case, any lawful increases and adjustments. Where the rent charged on the date [~~four~~] six years prior to the date of the initial registration of the accommodation cannot be established, such rent shall be established by the division.

Where the prior rent charged [~~on the date four years prior to the date of initial registration of~~] for the housing accommodation cannot be established, such rent shall be established by the division provided that where a rent is established based on rentals determined under the provisions of the local emergency housing rent control act such rent must be adjusted to account for no less than the minimum increases which would be permitted if the housing accommodation were covered under the provisions of this chapter, less any appropriate penalties. [~~Where the amount of rent set forth in the annual rent registration statement filed four years prior to the most recent registration statement is not challenged within four years of its filing, neither such rent nor service of any registration shall be subject to challenge at any time thereafter.~~]

(1) The order of the state division of housing and community renewal or court of competent jurisdiction shall apportion the owner's liability between or among two or more tenants found to have been overcharged by such owner during their particular tenancy of a unit.

(2) [~~Except as provided under clauses (i) and (ii) of this paragraph, a~~] A complaint under this subdivision [~~shall~~] may be filed with the state division of housing and community renewal [~~within four years of the first overcharge alleged and no determination of an overcharge and no award or calculation of an award of the amount of an overcharge may be based upon an overcharge having occurred more than four years before the complaint is filed~~] or in a court of competent jurisdiction at any time, however any recovery of overcharge penalties shall be limited to the six years preceding the complaint. [~~(i) No~~] A penalty of three times the overcharge [~~may be based upon an overcharge having occurred more than two years~~] shall be assessed upon all overcharges willfully collected by the owner starting six years before the complaint is filed [~~or upon an overcharge which occurred prior to April first, nineteen hundred eighty-four. (ii) Any complaint based upon overcharges occurring prior to the date of filing of the initial rent registration as provided in section 26-517 of this chapter shall be filed within ninety days of the mailing of notice to the tenant of such registration. This paragraph shall preclude examination of the rental history of the housing accommodation prior to the four-year period preceding the filing of a complaint pursuant to this subdivision~~].

(3) Any affected tenant shall be notified of and given an opportunity to join in any complaint filed by an officer or employee of the state division of housing and community renewal.

(4) An owner found to have overcharged [~~may~~] shall be assessed the reasonable costs and attorney's fees of the proceeding and interest from the date of the overcharge at the rate of interest payable on a judgment pursuant to section five thousand four of the civil practice law and rules.

(5) The order of the state division of housing and community renewal awarding penalties may, upon the expiration of the period in which the owner may institute a proceeding pursuant to article seventy-eight of the civil practice law and rules, be filed and enforced by a tenant in the same manner as a judgment or not in excess of twenty percent thereof per month may be offset against any rent thereafter due the owner.

§ 5. Subdivision g of section 26-516 of the administrative code of the city of New York is amended, subdivision h is relettered subdivision i and a new subdivision h is added to read as follows:

g. [~~Any~~] **Except where a specific provision of this law requires the maintenance of rent records for a longer period, including records of the useful life of improvements made to any housing accommodation or any building, any** owner who has duly registered a housing accommodation pursuant to section 26-517 of this chapter shall not be required to maintain or produce any records relating to rentals of such accommodation for more than [~~four~~] **six** years prior to the most recent registration or annual statement for such accommodation. **However, an owner's election not to maintain records shall not limit the authority of the division of housing and community renewal and the courts to examine the rental history and determine legal regulated rents pursuant to this section.**

h. The division of housing and community renewal, and the courts, in investigating complaints of overcharge and in determining legal regulated rents, shall consider all available rent history which is reasonably necessary to make such determinations, including but not limited to (i) any rent registration or other records filed with the state division of housing and community renewal, or any other state, municipal or federal agency, regardless of the date to which the information on such registration refers; (ii) any order issued by any state, municipal or federal agency; (iii) any records maintained by the owner or tenants; and (iv) any public record kept in the regular course of business by any state, municipal or federal agency. Nothing contained in this subdivision shall limit the examination of rent history relevant to a determination as to:

(i) whether the legality of a rental amount charged or registered is reliable in light of all available evidence including but not limited to whether an unexplained increase in the registered or lease rents, or a fraudulent scheme to destabilize the housing accommodation, rendered such rent or registration unreliable;

(ii) whether an accommodation is subject to the emergency tenant protection act or the rent stabilization law;

(iii) whether an order issued by the division of housing and community renewal or by a court, including, but not limited to an order issued pursuant to section 26-514 of this chapter, or any regulatory agreement or other contract with any governmental agency, and remaining in effect within six years of the filing of a complaint pursuant to this section, affects or limits the amount of rent that may be charged or collected;

(iv) whether an overcharge was or was not willful;

(v) whether a rent adjustment that requires information regarding the length of occupancy by a present or prior tenant was lawful;

(vi) the existence or terms and conditions of a preferential rent, or the propriety of a legal registered rent during a period when the tenants were charged a preferential rent;

(vii) the legality of a rent charged or registered immediately prior to the registration of a preferential rent; or

(viii) the amount of the legal regulated rent where the apartment was vacant or temporarily exempt on the date six years prior to a tenant's complaint.

§ 6. Section 213-a of the civil practice law and rules, as amended by chapter 116 of the laws of 1997, is amended to read as follows:

§ 213-a. [~~Actions to be commenced within four years; residential~~] Residential rent overcharge. [~~An action on a residential rent overcharge shall be commenced within four years of the first overcharge alleged and no determination of an overcharge and no award or calculation of an award of the amount of any overcharge may be based upon an overcharge having occurred more than four years before the action is commenced. This section shall preclude examination of the rental history of the housing accommodation prior to the four-year period immediately preceding the commencement of the action.~~] No overcharge penalties or damages may be awarded for a period more than six years before the action is commenced or complaint is filed, however, an overcharge claim may be filed at any time, and the calculation and determination of the legal rent and the amount of the overcharge shall be made in accordance with the provisions of law governing the determination and calculation of overcharges.

§ 7. This act shall take effect immediately and shall apply to any claims pending or filed on and after such date; provided that the amendments to section 26-516 of chapter 4 of title 26 of the administrative code of the city of New York made by sections four and five of this act shall expire on the same date as such law expires and shall not affect the expiration of such law as provided under section 26-520 of such law.

PART G

Section 1. Short title. This act shall be known and may be cited as the "statewide tenant protection act of 2019."

§ 2. Section 2 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, is amended to read as follows:

§ 2. Legislative finding. The legislature hereby finds and declares that a serious public emergency continues to exist in the housing of a considerable number of persons in the state of New York [~~which emergency was at its inception created by war, the effects of war and the aftermath of hostilities~~], that such emergency [~~necessitated~~] necessitates the intervention of federal, state and local government in order to prevent speculative, unwarranted and abnormal increases in rents; that there continues to exist in many areas of the state an acute shortage of housing accommodations caused by continued high demand, attributable in part to new household formations and decreased supply, in large measure attributable to reduced availability of federal subsidies, and increased costs of construction and other inflationary factors; that a substantial number of persons residing in housing not presently subject to the provisions of this act or the emergency housing rent control law or the local emergency housing rent control act are being charged excessive and unwarranted rents and rent increases; that preventive action by the legislature continues to be imperative in order to prevent exaction of unjust, unreasonable and oppressive rents and rental agreements and to forestall profiteering, speculation and other disruptive practices tending to produce threats to the public health, safety and general welfare; that in order to prevent uncertainty, hardship and dislocation, the provisions of this act are necessary and designed to protect the public

health, safety and general welfare; that the transition from regulation to a normal market of free bargaining between landlord and tenant, while the ultimate objective of state policy, must take place with due regard for such emergency; and that the policy herein expressed shall be subject to determination of the existence of a public emergency requiring the regulation of residential rents within any city, town or village by the local legislative body of such city, town or village.

§ 3. Section 14 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, is amended to read as follows:

§ 14. Application of act. The provisions of this act shall [~~only~~] be applicable:

a. in the city of New York; and

b. in [~~the counties of Nassau, Westchester and Rockland~~] **all counties within the state of New York outside the city of New York** and shall become and remain effective only in a city, town or village located therein as provided in section three of this act.

§ 4. Subdivision a of section 5 of section 4 of chapter 576 of the laws of 1974 constituting the emergency tenant protection act of nineteen seventy-four is amended by adding a new paragraph 5-a to read as follows:

(5-a) housing accommodations located outside of a city with a population of one million or more in any such buildings that were vacant and unoccupied on June first, two thousand nineteen and had been vacant and unoccupied for at least the one-year period immediately preceding such date;

§ 5. Subdivision a of section 4 of section 4 of chapter 576 of the laws of 1974 constituting the emergency tenant protection act of nineteen hundred seventy-four, as amended by chapter 349 of the laws of 1979, is amended and a new subdivision a-1 is added to read as follows:

a. In each county wherein any city having a population of less than one million or any town or village has determined the existence of an emergency pursuant to section three of this act, there shall be created a rent guidelines board to consist of nine members appointed by the commissioner of housing and community renewal upon recommendation of the county legislature [~~which~~]**, except that a rent guidelines board created subsequent to the effective date of the chapter of the laws of two thousand nineteen that amended this section shall consist of nine members appointed by the commissioner of housing and community renewal upon recommendations of the local legislative body of each city having a population of less than one million or town or village which has determined the existence of an emergency pursuant to section three of this act. Such** recommendation shall be made within thirty days after the first local declaration of an emergency in such county; two such members shall be representative of tenants, two shall be representative of owners of property, and five shall be public members each of whom shall have had at least five years experience in either finance, economics or housing. One public member shall be designated by the commissioner to serve as chairman and shall hold no other public office. No member, officer or employee of any municipal rent regulation agency or the state division of housing and community renewal and no person who owns or manages real estate covered by this law or who is an officer of any owner or tenant organization shall serve on a rent guidelines board. One public member, one member representative of tenants and one member representative of owners shall serve for a term ending two years from January first next succeeding the date of their appointment; one public

member, one member representative of tenants and one member representative of owners shall serve for terms ending three years from the January first next succeeding the date of their appointment and three public members shall serve for terms ending four years from January first next succeeding the dates of their appointment. Thereafter, all members shall serve for terms of four years each. Members shall continue in office until their successors have been appointed and qualified. The commissioner shall fill any vacancy which may occur by reason of death, resignation or otherwise in a manner consistent with the original appointment. A member may be removed by the commissioner for cause, but not without an opportunity to be heard in person or by counsel, in his defense, upon not less than ten days notice. Compensation for the members of the board shall be at the rate of one hundred dollars per day, for no more than twenty days a year, except that the chairman shall be compensated at the rate of one hundred twenty-five dollars a day for no more than thirty days a year. The board shall be provided staff assistance by the division of housing and community renewal. The compensation of such members and the costs of staff assistance shall be paid by the division of housing and community renewal which shall be reimbursed in the manner prescribed in section four of this act. The local legislative body of each city having a population of less than one million and each town and village in which an emergency has been determined to exist as herein provided shall be authorized to designate one person who shall be representative of tenants and one person who shall be representative of owners of property to serve at its pleasure and without compensation to advise and assist the county rent guidelines board in matters affecting the adjustment of rents for housing accommodations in such city, town or village as the case may be.

a-1. Notwithstanding the provisions of subdivision a of this section to the contrary, in each county that became subject to this act pursuant to the chapter of the laws of two thousand nineteen that amended this section, the commissioner shall reconstitute the existing rent guidelines board subsequent to any initial local declaration of emergency within such county for the purpose of ensuring representation of all cities having a population of less than one million and all towns and villages within such county having determined the existence of an emergency in accordance with this act are represented, pursuant to rules and regulations promulgated by the division of housing and community renewal.

§ 6. Severability clause. If any provision of this act or the application there shall, for any reason be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such judgement shall not affect, impair or invalidate the remainder of this act, but shall be confined in its operation to the provision thereof directly involved in the controversy in which the judgement shall have been rendered; provided, however, that in the event that the entire system of rent control or stabilization shall be finally adjudged invalid or unconstitutional by a court of competent jurisdiction because of the operation of any provision of this act, such provision shall be null, void and without effect, and all other provisions of this act which can be given effect without such invalid provision, as well as provisions of any other law, relating to the control of or stabilization of rent, as in effect prior to the enactment of this act as otherwise amended by this act, shall continue in full force and effect for the period of effectiveness set forth in section 17 of chapter 576 of the laws of 1974,

constituting the emergency tenant protection act of nineteen seventy-four, as amended.

§ 7. This act shall take effect immediately.

PART H

Section 1. Paragraph 5 of subdivision a of section 26-405 of the administrative code of the city of New York is amended to read as follows:

(5) Where a maximum rent established pursuant to this chapter on or after January first, nineteen hundred seventy-two, is higher than the previously existing maximum rent, the landlord may not collect **an increase from a tenant in occupancy in any one year period of** more than **the lesser of either** seven and one-half percentum [~~increase from a tenant in occupancy on such date in any one year period, provided however, that where~~] **or an average of the previous five years of one-year rent adjustments on rent stabilized apartments as established by the rent guidelines board, pursuant to subdivision b of section 26-510 of this title. If** the period for which the rent is established exceeds one year, regardless of how the collection thereof is averaged over such period, the rent the landlord shall be entitled to receive during the first twelve months shall not be increased by more than **the lesser of either** seven and one-half percentum **or an average of the previous five years of one-year rent adjustments on rent stabilized apartments as established by the rent guidelines board, pursuant to subdivision b of section 26-510 of this title,** over the previous rent [~~and~~]**. Any** additional annual rents shall not exceed **the lesser of either** seven and one-half percentum **or an average of the previous five years of one-year rent adjustments on rent stabilized apartments as established by the rent guidelines board, pursuant to subdivision b of section 26-510 of this title,** of the rent paid during the previous year. Notwithstanding any of the foregoing limitations in this paragraph five, maximum rent shall be increased if ordered by the agency pursuant to subparagraphs (d), (e), (f), (g), (h), (i), (k), [~~(l),~~] **or** (m) [~~or (n)~~] of paragraph one of subdivision g of this section. [~~Commencing January first, nineteen hundred eighty, rent adjustments pursuant to subparagraph (n) of paragraph one of subdivision g of this section shall be excluded from the maximum rent when computing the seven and one-half percentum increase authorized by this paragraph five.~~] Where a housing accommodation is vacant on January first, nineteen hundred seventy-two, or becomes vacant thereafter by voluntary surrender of possession by the tenants, the maximum rent established for such accommodations may be collected.

§ 2. Subparagraphs (l) and (n) of paragraph 1 of subdivision g of section 26-405 of the administrative code of the city of New York are REPEALED.

§ 3. Section 4 of chapter 274 of the laws of 1946, constituting the emergency housing rent control law, is amended by adding a new subdivision 9 to read as follows:

9. No annual rent increase authorized pursuant to this act shall exceed the average of the previous five annual rental adjustments authorized by a rent guidelines board for a rent stabilized unit pursuant to section 4 of the emergency tenant protection act of nineteen seventy-four.

§ 4. The administrative code of the city of New York is amended by adding a new section 26-407.1 to read as follows:

§ 26-407.1 Fuel pass-along to tenants under rent control prohibited. Notwithstanding any other provision of law, rule, regulation, charter or administrative code, tenants of housing accommodations which are subject to rent control under this chapter shall not be subject to a fuel adjustment or pass-along increase in rent and any such increase to such tenant shall be null and void.

§ 5. This act shall take effect immediately; provided that the amendments to section 26-405 of the city rent and rehabilitation law made by section one of this act shall remain in full force and effect only as long as the public emergency requiring the regulation and control of residential rents and evictions continues, as provided in subdivision 3 of section 1 of the local emergency housing rent control act; and provided further that the addition of section 26-407.1 to the city rent and rehabilitation law made by section four of this act shall remain in full force and effect only as long as the public emergency requiring the regulation and control of residential rents and evictions continues, as provided in subdivision 3 of section 1 of the local emergency housing rent control act.

PART I

Section 1. Paragraph 1 of subdivision b of section 26-408 of the administrative code of the city of New York is amended to read as follows:

(1) The landlord seeks in good faith to recover possession of a housing accommodation because of immediate and compelling necessity for his or her own personal use and occupancy as his or her primary residence or for the use and occupancy of his or her immediate family as their primary residence provided, however, that this subdivision shall permit recovery of only one housing accommodation and shall not apply where a member of the household lawfully occupying the housing accommodation is sixty-two years of age or older, has been a tenant in a housing accommodation in that building for [~~twenty~~] fifteen years or more, or has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment; provided, further, that a tenant required to surrender a housing accommodation by virtue of the operation of subdivision g or h of this section shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a proposed use of the housing accommodation. In any action or proceeding brought pursuant to this paragraph a prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees; or

§ 2. Subparagraph (b) of paragraph 9 of subdivision c of section 26-511 of the administrative code of the city of New York is amended to read as follows:

(b) where he or she seeks to recover possession of one [~~or more~~] dwelling [~~units~~] unit because of immediate and compelling necessity for his or her own personal use and occupancy as his or her primary residence [~~in the city of New York and/or~~] or for the use and occupancy of a member of his or her immediate family as his or her primary residence [~~in the city of New York~~], provided however, that this subparagraph

shall **permit recovery of only one dwelling unit and shall** not apply where a tenant or the spouse of a tenant lawfully occupying the dwelling unit is sixty-two years of age or older**, has been a tenant in a dwelling unit in that building for fifteen years or more**, or has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment, unless such owner offers to provide and if requested, provides an equivalent or superior housing accommodation at the same or lower stabilized rent in a closely proximate area. The provisions of this subparagraph shall only permit one of the individual owners of any building to recover possession of one [~~or more~~] dwelling [~~units~~] **unit** for his or her own personal use and/or for that of his or her immediate family. [~~Any~~] **A** dwelling unit recovered by an owner pursuant to this subparagraph shall not for a period of three years be rented, leased, subleased or assigned to any person other than a person for whose benefit recovery of the dwelling unit is permitted pursuant to this subparagraph or to the tenant in occupancy at the time of recovery under the same terms as the original lease**; provided, however, that a tenant required to surrender a housing accommodation by virtue of the operation of subdivision g or h of section 26-408 of this title shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a proposed use of the housing accommodation. In any action or proceeding brought pursuant to this subparagraph a prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees**. This subparagraph shall not be deemed to establish or eliminate any claim that the former tenant of the dwelling unit may otherwise have against the owner. Any such rental, lease, sublease or assignment during such period to any other person may be subject to a penalty of a forfeiture of the right to any increases in residential rents in such building for a period of three years; or

§ 3. Subdivision a of section 10 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, as amended by chapter 234 of the laws of 1984, is amended to read as follows:

a. For cities having a population of less than one million and towns and villages, the state division of housing and community renewal shall be empowered to implement this act by appropriate regulations. Such regulations may encompass such speculative or manipulative practices or renting or leasing practices as the state division of housing and community renewal determines constitute or are likely to cause circumvention of this act. Such regulations shall prohibit practices which are likely to prevent any person from asserting any right or remedy granted by this act, including but not limited to retaliatory termination of periodic tenancies and shall require owners to grant a new one or two year vacancy or renewal lease at the option of the tenant, except where a mortgage or mortgage commitment existing as of the local effective date of this act provides that the owner shall not grant a one-year lease; and shall prescribe standards with respect to the terms and conditions of new and renewal leases, additional rent and such related matters as security deposits, advance rental payments, the use of escalator clauses in leases and provision for increase in rentals for garages and other ancillary

facilities, so as to insure that the level of rent adjustments authorized under this law will not be subverted and made ineffective. Any provision of the regulations permitting an owner to refuse to renew a lease on grounds that the owner seeks to recover possession of [~~the~~] **a** housing accommodation for his **or her** own use and occupancy or for the use and occupancy of his **or her** immediate family shall **permit recovery of only one housing accommodation, shall** require that an owner demonstrate immediate and compelling need **and that the housing accommodation will be the proposed occupants' primary residence** and shall not apply where a member of the housing accommodation is sixty-two years of age or older, has been a tenant in a housing accommodation in that building for [~~twenty~~] **fifteen** years or more, or has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment**; provided, however, that a tenant required to surrender a housing accommodation by virtue of the operation of subdivision g or h of section 26-408 of the administrative code of the city of New York shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a proposed use of the housing accommodation. In any action or proceeding brought pursuant to this subdivision a prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees**.

§ 4. Paragraph (a) of subdivision 2 of section 5 of chapter 274 of the laws of 1946, constituting the emergency housing rent control law, as amended by chapter 234 of the laws of 1984, is amended to read as follows:

(a) the landlord seeks in good faith to recover possession of **a** housing [~~accommodations~~] **accommodation** because of immediate and compelling necessity for his **or her** own personal use and occupancy **as his or her primary residence** or for the use and occupancy of his **or her** immediate family **as their primary residence**; provided, however, this subdivision shall **permit recovery of only one housing accommodation and shall** not apply where a member of the household lawfully occupying the housing accommodation is sixty-two years of age or older, has been a tenant in a housing accommodation in that building for [~~twenty~~] **fifteen** years or more, or has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment**; provided, however, that a tenant required to surrender a housing accommodation by virtue of the operation of subdivision g or h of section 26-408 of the administrative code of the city of New York shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a proposed use of the housing accommodation. In any action or proceeding brought pursuant to this paragraph a prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees**; or

§ 5. This act shall take effect immediately and shall apply to any tenant in possession at or after the time it takes effect, regardless of

whether the landlord's application for an order, refusal to renew a lease or refusal to extend or renew a tenancy took place before this act shall have taken effect, provided that:

a. the amendments to section 26-408 of the city rent and rehabilitation law made by section one of this act shall remain in full force and effect only as long as the public emergency requiring the regulation and control of residential rents and evictions continues, as provided in subdivision 3 of section 1 of the local emergency housing rent control act; and

b. the amendments to section 26-511 of the rent stabilization law of nineteen hundred sixty-nine made by section two of this act shall expire on the same date as such law expires and shall not affect the expiration of such law as provided under section 26-520 of such law.

PART J

Section 1. Paragraph 10 and 11 of subdivision a of section 5 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, paragraph 11 as amended by chapter 422 of the laws of 2010, are amended to read as follows:

(10) housing accommodations in buildings operated exclusively for charitable purposes on a non-profit basis **except for permanent housing accommodations with government contracted services, as of and after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness; provided, however, that terms of leases in existence as of the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, shall only be affected upon lease renewal, and further provided that upon the vacancy of such housing accommodations shall be the legal regulated rent paid for such housing accommodations by the prior tenant, subject only to any adjustment adopted by the applicable rent guidelines board**;

(11) housing accommodations which are not occupied by the tenant, not including subtenants or occupants, as his or her primary residence, as determined by a court of competent jurisdiction. For the purposes of determining primary residency, a tenant who is a victim of domestic violence, as defined in section four hundred fifty-nine-a of the social services law, who has left the unit because of such violence, and who asserts an intent to return to the housing accommodation shall be deemed to be occupying the unit as his or her primary residence. For the purposes of this paragraph, where a housing accommodation is rented to a not-for-profit hospital for residential use, affiliated subtenants authorized to use such accommodations by such hospital shall be deemed to be tenants. **For the purposes of this paragraph, where a housing accommodation is rented to a not-for-profit for providing, as of and after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, permanent housing to individuals who are or were homeless or at risk of homelessness, affiliated subtenants authorized to use such accommodations by such not-for-profit shall be deemed to be tenants.** No action or proceeding shall be commenced seeking to recover possession on the ground that a housing accommodation is not occupied by the tenant as his or her primary residence unless the owner or lessor shall have given thirty days notice to the tenant of his or her intention to commence such action or proceeding on such grounds.

§ 2. This act shall take effect immediately.

PART K

Section 1. Paragraph 1 of subdivision d of section 6 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, as amended by section 18 of part B of chapter 97 of the laws of 2011, is amended to read as follows:

(1) there has been a substantial modification or increase of dwelling space [~~or an increase in the services~~], or installation of new equipment or improvements or new furniture or furnishings, provided in or to a tenant's housing accommodation, on written **informed** tenant consent to the rent increase. In the case of a vacant housing accommodation, tenant consent shall not be required. The [~~permanent~~] **temporary** increase in the legal regulated rent for the affected housing accommodation shall be [~~one-fortieth~~] **one-one hundred sixty-eighth**, in the case of a building with thirty-five or fewer housing accommodations[~~, or one-sixtieth,~~] **or one-one hundred eightieth** in the case of a building with more than thirty-five housing accommodations where such [~~permanent~~] increase takes effect on or after [~~September twenty-fourth, two thousand eleven, of the total cost incurred by the landlord in providing such modification or increase in dwelling space, services, furniture, furnishings or equipment, including the cost of installation, but excluding finance charges~~] **the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, of the total actual cost incurred by the landlord up to fifteen thousand dollars in providing such reasonable and verifiable modification or increase in dwelling space, furniture, furnishings, or equipment, including the cost of installation but excluding finance charges and any costs that exceed reasonable costs established by rules and regulations promulgated by the division of housing and community renewal. Such rules and regulations shall include: (i) requirements for work to be done by licensed contractors and a prohibition on common ownership between the landlord and the contractor or vendor; and (ii) a requirement that the owner resolve within the dwelling space all outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable**. Provided further that an owner who is entitled to a rent increase pursuant to this paragraph shall not be entitled to a further rent increase based upon the installation of similar equipment, or new furniture or furnishings within the useful life of such new equipment, or new furniture or furnishings. **Provided further that the recoverable costs incurred by the landlord, pursuant to this paragraph, shall be limited to an aggregate cost of fifteen thousand dollars that may be expended on no more than three separate individual apartment improvements in a fifteen year period. Provided further that increases to the legal regulated rent pursuant to this paragraph shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board.**

§ 2. Paragraph 13 of subdivision c of section 26-511 of the administrative code of the city of New York, as amended by section 16 of part B of chapter 97 of the laws of 2011, is amended to read as follows:

(13) provides that an owner is entitled to a rent increase where there has been a substantial modification or increase of dwelling space [~~or an increase in the services~~], or installation of new equipment or improvements or new furniture or furnishings provided in or to a tenant's housing accommodation, on written **informed** tenant consent to the rent

increase. In the case of a vacant housing accommodation, tenant consent shall not be required. The [~~permanent~~] temporary increase in the legal regulated rent for the affected housing accommodation shall be [~~one-for-tieth,~~] one-one hundred sixty-eighth, in the case of a building with thirty-five or fewer housing accommodations[~~, or one-sixtieth,~~] or one-one hundred eightieth in the case of a building with more than thirty-five housing accommodations where such [~~permanent~~] increase takes effect on or after [~~September twenty-fourth, two thousand eleven, of the total cost incurred by the landlord in providing such modification or increase in dwelling space, services, furniture, furnishings or equipment, including the cost of installation, but excluding finance charges~~] the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, of the total actual cost incurred by the landlord in providing such reasonable and verifiable modification or increase in dwelling space, furniture, furnishings, or equipment, including the cost of installation but excluding finance charges and any costs that exceed reasonable costs established by rules and regulations promulgated by the division of housing and community renewal. Such rules and regulations shall include: (i) requirements for work to be done by licensed contractors and prohibit common ownership between the landlord and the contractor or vendor; and (ii) a requirement that the owner resolve within the dwelling space all outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable. Provided further that an owner who is entitled to a rent increase pursuant to this paragraph shall not be entitled to a further rent increase based upon the installation of similar equipment, or new furniture or furnishings within the useful life of such new equipment, or new furniture or furnishings. Provided further that the recoverable costs incurred by the landlord, pursuant to this paragraph, shall be limited to an aggregate cost of fifteen thousand dollars that may be expended on no more than three separate individual apartment improvements in a fifteen year period. Provided further that increases to the legal regulated rent pursuant to this paragraph shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board.

§ 3. Subparagraph (e) of paragraph 1 of subdivision g of section 26-405 of the administrative code of the city of New York, as amended by section 15 of part B of chapter 97 of the laws of 2011, is amended to read as follows:

(e) The landlord and tenant by mutual voluntary written agreement demonstrating informed consent agree to a substantial increase or decrease in dwelling space or a change in [~~the services,~~] furniture, furnishings or equipment provided in the housing accommodations. An adjustment under this subparagraph shall be equal to [~~one-fortieth~~] one-one hundred sixty-eighth, in the case of a building with thirty-five or fewer housing accommodations[~~, or one-sixtieth,~~] or one-one hundred eightieth in the case of a building with more than thirty-five housing accommodations where such temporary adjustment takes effect on or after [~~September twenty-fourth, two thousand eleven, of the total cost incurred by the landlord in providing such modification or increase in dwelling space, services, furniture, furnishings or equipment, including the cost of installation, but excluding finance charges, provided~~] the effective date of the chapter of the laws of two thousand nineteen that amended this subparagraph, of the total actual cost incurred by the

landlord in providing such reasonable and verifiable modification or increase in dwelling space, furniture, furnishings, or equipment, including the cost of installation but excluding finance charges and any costs that exceed reasonable costs established by rules and regulations promulgated by the division of housing and community renewal. Such rules and regulations shall include: (i) requirements for work to be done by licensed contractors and prohibit common ownership between the landlord and the contractor or vendor; and (ii) a requirement that the owner resolve within the dwelling space all outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable. Provided further that an owner who is entitled to a rent increase pursuant to this subparagraph shall not be entitled to a further rent increase based upon the installation of similar equipment, or new furniture or furnishings within the useful life of such new equipment, or new furniture or furnishings. Provided further that the recoverable costs incurred by the landlord, pursuant to this subparagraph shall be limited to an aggregate cost of fifteen thousand dollars that may be expended on no more than three separate individual apartment improvements in a fifteen year period. Provided further that increases to the legal regulated rent pursuant to this subparagraph shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board. The owner shall give written notice to the city rent agency of any such temporary adjustment pursuant to this subparagraph; or

§ 4. The administrative code of the city of New York is amended by adding a new section 26-511.1 to read as follows:

§ 26-511.1 Major capital improvements and individual apartment improvements in rent regulated units. a. Notwithstanding any other provision of law to the contrary, the division of housing and community renewal, the "division", shall promulgate rules and regulations applicable to all rent regulated units that shall:

(1) establish a schedule of reasonable costs for major capital improvements, which shall set a ceiling for what can be recovered through a temporary major capital improvement increase, based on the type of improvement and its rate of depreciation;

(2) establish the criteria for eligibility of a temporary major capital improvement increase including the type of improvement, which shall be essential for the preservation, energy efficiency, functionality or infrastructure of the entire building, including heating, windows, plumbing and roofing, but shall not be for operational costs or unnecessary cosmetic improvements. Allowable improvements must additionally be depreciable pursuant to the Internal Revenue Service, other than for ordinary repairs, that directly or indirectly benefit all tenants; and no increase shall be approved for group work done in individual apartments that is otherwise not an improvement to an entire building. Only such costs that are actual, reasonable, and verifiable may be approved as a temporary major capital improvement increase;

(3) require that any temporary major capital improvement increase granted pursuant to these provisions be reduced by an amount equal to (i) any governmental grant received by the landlord, where such grant compensates the landlord for any improvements required by a city, state or federal government, an agency or any granting governmental entity to be expended for improvements and (ii) any insurance payment received by

the landlord where such insurance payment compensates the landlord for any part of the costs of the improvements;

(4) prohibit temporary major capital improvement increases for buildings with outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable;

(5) prohibit individual apartment improvement increases for housing accommodations with outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable;

(6) prohibit temporary major capital improvement increases for buildings with thirty-five per centum or fewer rent-regulated units;

(7) establish that temporary major capital improvement increases shall be fixed to the unit and shall cease thirty years from the date the increase became effective. Temporary major capital improvement increases shall be added to the legal regulated rent as a temporary increase and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the local rent guidelines board;

(8) establish that temporary major capital improvement increases shall be collectible prospectively sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year beginning on or after September 1, 2019 for any tenant in occupancy on the date the major capital improvement was approved;

(9) ensure that the application procedure for temporary major capital improvement increases shall include an itemized list of work performed and a description or explanation of the reason or purpose of such work;

(10) provide, that where an application for a major capital improvement rent increase has been filed, a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply;

(11) establish a notification and documentation procedure for individual apartment improvements that requires an itemized list of work performed and a description or explanation of the reason or purpose of such work, inclusive of photographic evidence documenting the condition prior to and after the completion of the performed work. Provide for the centralized electronic retention of such documentation and any other supporting documentation to be made available in cases pertaining to the adjustment of legal regulated rents; and

(12) establish a form for a temporary individual apartment improvement rent increase for a tenant in occupancy which shall be used by landlords to obtain written informed consent that shall include the estimated total cost of the improvement and the estimated monthly rent increase. Such consent shall be executed in the tenant's primary language. Such form shall be completed and preserved in the centralized electronic retention system. Nothing herein shall relieve a landlord, lessor, or agent thereof of his or her duty to retain proper documentation of all improvements performed or any rent increases resulting from said improvements.

b. The division shall establish an annual inspection and audit process which shall review twenty-five percent of applications for a temporary major capital improvement increase that have been submitted and approved. Such process shall include individual inspections and document review to ensure that owners complied with all obligations and responsibilities under the law for temporary major capital improvement increases. Inspections shall include in-person confirmation that such improvements have been completed in such way as described in the application.

c. The division shall issue a notice to the landlord and all the tenants sixty days prior to the end of the temporary major capital improvement increase and shall include the initial approved increase and the total amount to be removed from the legal regulated rent inclusive of any increases granted by the applicable rent guidelines board.

§ 5. The administrative code of the city of New York is amended by adding a new section 26-405.1 to read as follows:

§ 26-405.1 Major capital improvements and individual apartment improvements in rent regulated units. a. Notwithstanding any other provision of law to the contrary, the division of housing and community renewal, the "division", shall promulgate rules and regulations applicable to all rent regulated units that shall:

(1) establish a schedule of reasonable costs for major capital improvements, which shall set a ceiling for what can be recovered through a temporary major capital improvement increase, based on the type of improvement and its rate of depreciation;

(2) establish the criteria for eligibility of a temporary major capital improvement increase including the type of improvement, which shall be essential for the preservation, energy efficiency, functionality or infrastructure of the entire building, including heating, windows, plumbing and roofing, but shall not be for operational costs or unnecessary cosmetic improvements. Allowable improvements must additionally be depreciable pursuant to the Internal Revenue Service, other than for ordinary repairs, that directly or indirectly benefit all tenants; and no increase shall be approved for group work done in individual apartments that is otherwise not an improvement to an entire building. Only such costs that are actual, reasonable, and verifiable may be approved as a temporary major capital improvement increase;

(3) require that any temporary major capital improvement increase granted pursuant to these provisions be reduced by an amount equal to (i) any governmental grant received by the landlord, where such grant compensates the landlord for any improvements required by a city, state or federal government, an agency or any granting governmental entity to be expended for improvements and (ii) any insurance payment received by the landlord where such insurance payment compensates the landlord for any part of the costs of the improvements;

(4) prohibit temporary major capital improvement increases for buildings with outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable;

(5) prohibit individual apartment improvement increases for housing accommodations with outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable;

(6) prohibit temporary major capital improvement increases for buildings with thirty-five per centum or fewer rent-regulated units;

(7) establish that temporary major capital improvement increases shall be fixed to the unit and shall cease thirty years from the date the increase became effective. Temporary major capital improvement increases shall be added to the legal regulated rent as a temporary increase and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the local rent guidelines board;

(8) establish that temporary major capital improvement increases shall be collectible prospectively sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year beginning on or after September 1, 2019 for any tenant in occupancy on the date the major capital improvement was approved;

(9) ensure that the application procedure for temporary major capital improvement increases shall include an itemized list of work performed and a description or explanation of the reason or purpose of such work;

(10) provide, that where an application for a major capital improvement rent increase has been filed, a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply;

(11) establish a notification and documentation procedure for individual apartment improvements that requires an itemized list of work performed and a description or explanation of the reason or purpose of such work, inclusive of photographic evidence documenting the condition prior to and after the completion of the performed work. Provide for the centralized electronic retention of such documentation and any other supporting documentation to be made available in cases pertaining to the adjustment of legal regulated rents; and

(12) establish a form for a temporary individual apartment improvement rent increase for a tenant in occupancy which shall be used by landlords to obtain written informed consent that shall include the estimated

total cost of the improvement and the estimated monthly rent increase. Such consent shall be executed in the tenant's primary language. Such form shall be completed and preserved in the centralized electronic retention system. Nothing herein shall relieve a landlord, lessor, or agent thereof of his or her duty to retain proper documentation of all improvements performed or any rent increases resulting from said improvements.

b. The division shall establish an annual inspection and audit process which shall review twenty-five percent of applications for a temporary major capital improvement increase that have been submitted and approved. Such process shall include individual inspections and document review to ensure that owners complied with all obligations and responsibilities under the law for temporary major capital improvement increases. Inspections shall include in-person confirmation that such improvements have been completed in such way as described in the application.

c. The division shall issue a notice to the landlord and all the tenants sixty days prior to the end of the temporary major capital improvement increase and shall include the initial approved increase and the total amount to be removed from the legal regulated rent inclusive of any increases granted by the applicable rent guidelines board.

§ 6. Section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, is amended by adding a new section 10-b to read as follows:

§ 10-b. Major capital improvements and individual apartment improvements in rent regulated units. (a) Notwithstanding any other provision of law to the contrary, the division of housing and community renewal, the "division", shall promulgate rules and regulations applicable to all rent regulated units that shall:

1. establish a schedule of reasonable costs for major capital improvements, which shall set a ceiling for what can be recovered through a temporary major capital improvement increase, based on the type of improvement and its rate of depreciation;

2. establish the criteria for eligibility of a temporary major capital improvement increase including the type of improvement, which shall be essential for the preservation, energy efficiency, functionality or infrastructure of the entire building, including heating, windows, plumbing and roofing, but shall not be for operational costs or unnecessary cosmetic improvements. Allowable improvements must additionally be depreciable pursuant to the Internal Revenue Service, other than for ordinary repairs, that directly or indirectly benefit all tenants; and no increase shall be approved for group work done in individual apartments that is otherwise not an improvement to an entire building. Only such costs that are actual, reasonable, and verifiable may be approved as a temporary major capital improvement increase;

3. require that any temporary major capital improvement increase granted pursuant to these provisions be reduced by an amount equal to (i) any governmental grant received by the landlord, where such grant compensates the landlord for any improvements required by a city, state or federal government, an agency or any granting governmental entity to be expended for improvements and (ii) any insurance payment received by the landlord where such insurance payment compensates the landlord for any part of the costs of the improvements;

4. prohibit temporary major capital improvement increases for buildings with outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York

City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable;

5. prohibit individual apartment improvement increases for housing accommodations with outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable;

6. prohibit temporary major capital improvement increases for buildings with thirty-five per centum or fewer rent-regulated units;

7. establish that temporary major capital improvement increases shall be fixed to the unit and shall cease thirty years from the date the increase became effective. Temporary major capital improvement increases shall be added to the legal regulated rent as a temporary increase and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the local rent guidelines board;

8. establish that temporary major capital improvement increases shall be collectible prospectively sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year beginning on or after September 1, 2019 for any tenant in occupancy on the date the major capital improvement was approved;

9. ensure that the application procedure for temporary major capital improvement increases shall include an itemized list of work performed and a description or explanation of the reason or purpose of such work;

10. provide, that where an application for a major capital improvement rent increase has been filed, a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply;

11. establish a notification and documentation procedure for individual apartment improvements that requires an itemized list of work performed and a description or explanation of the reason or purpose of such work, inclusive of photographic evidence documenting the condition prior to and after the completion of the performed work. Provide for the centralized electronic retention of such documentation and any other supporting documentation to be made available in cases pertaining to the adjustment of legal regulated rents; and

12. establish a form for a temporary individual apartment improvement rent increase for a tenant in occupancy which shall be used by landlords to obtain written informed consent that shall include the estimated total cost of the improvement and the estimated monthly rent increase. Such consent shall be executed in the tenant's primary language. Such form shall be completed and preserved in the centralized electronic

retention system. Nothing herein shall relieve a landlord, lessor, or agent thereof of his or her duty to retain proper documentation of all improvements performed or any rent increases resulting from said improvements.

(b) The division shall establish an annual inspection and audit process which shall review twenty-five percent of applications for a temporary major capital improvement increase that have been submitted and approved. Such process shall include individual inspections and document review to ensure that owners complied with all obligations and responsibilities under the law for temporary major capital improvement increases. Inspections shall include in-person confirmation that such improvements have been completed in such way as described in the application.

(c) The division shall issue a notice to the landlord and all the tenants sixty days prior to the end of the temporary major capital improvement increase and shall include the initial approved increase and the total amount to be removed from the legal regulated rent inclusive of any increases granted by the applicable rent guidelines board.

§ 7. Chapter 274 of the laws of 1946, constituting the emergency housing rent control law, is amended by adding a new section 8-a to read as follows:

§ 8-a. Major capital improvements and individual apartment improvements in rent regulated units. 1. Notwithstanding any other provision of law to the contrary, the division of housing and community renewal, the "division", shall promulgate rules and regulations applicable to all rent regulated units that shall:

(a) establish a schedule of reasonable costs for major capital improvements, which shall set a ceiling for what can be recovered through a temporary major capital improvement increase, based on the type of improvement and its rate of depreciation;

(b) establish the criteria for eligibility of a temporary major capital improvement increase including the type of improvement, which shall be essential for the preservation, energy efficiency, functionality or infrastructure of the entire building, including heating, windows, plumbing and roofing, but shall not be for operational costs or unnecessary cosmetic improvements. Allowable improvements must additionally be depreciable pursuant to the Internal Revenue Service, other than for ordinary repairs, that directly or indirectly benefit all tenants; and no increase shall be approved for group work done in individual apartments that is otherwise not an improvement to an entire building. Only such costs that are actual, reasonable, and verifiable may be approved as a temporary major capital improvement increase;

(c) require that any temporary major capital improvement increase granted pursuant to these provisions be reduced by an amount equal to (i) any governmental grant received by the landlord, where such grant compensates the landlord for any improvements required by a city, state or federal government, an agency or any granting governmental entity to be expended for improvements and (ii) any insurance payment received by the landlord where such insurance payment compensates the landlord for any part of the costs of the improvements;

(d) prohibit temporary major capital improvement increases for buildings with outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable;

(e) prohibit individual apartment improvement increases for housing accommodations with outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable;

(f) prohibit temporary major capital improvement increases for buildings with thirty-five per centum or fewer rent-regulated units;

(g) establish that temporary major capital improvement increases shall be fixed to the unit and shall cease thirty years from the date the increase became effective. Temporary major capital improvement increases shall be added to the legal regulated rent as a temporary increase and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the local rent guidelines board;

(h) establish that temporary major capital improvement increases shall be collectible prospectively sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increases to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year beginning on or after September 1, 2019 for any tenant in occupancy on the date the major capital improvement was approved;

(i) ensure that the application procedure for temporary major capital improvement increases shall include an itemized list of work performed and a description or explanation of the reason or purpose of such work;

(j) provide, that where an application for a major capital improvement rent increase has been filed, a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply;

(k) establish a notification and documentation procedure for individual apartment improvements that requires an itemized list of work performed and a description or explanation of the reason or purpose of such work, inclusive of photographic evidence documenting the condition prior to and after the completion of the performed work. Provide for the centralized electronic retention of such documentation and any other supporting documentation to be made available in cases pertaining to the adjustment of legal regulated rents; and

(l) establish a form for a temporary individual apartment improvement rent increase for a tenant in occupancy which shall be used by landlords to obtain written informed consent that shall include the estimated total cost of the improvement and the estimated monthly rent increase. Such consent shall be executed in the tenant's primary language. Such form shall be completed and preserved in the centralized electronic retention system. Nothing herein shall relieve a landlord, lessor, or agent thereof of his or her duty to retain proper documentation of all

improvements performed or any rent increases resulting from said improvements.

2. The division shall establish an annual inspection and audit process which shall review twenty-five percent of applications for a temporary major capital improvement increase that have been submitted and approved. Such process shall include individual inspections and document review to ensure that owners complied with all obligations and responsibilities under the law for temporary major capital improvement increases. Inspections shall include in-person confirmation that such improvements have been completed in such way as described in the application.

3. The division shall issue a notice to the landlord and all the tenants sixty days prior to the end of the temporary major capital improvement increase and shall include the initial approved increase and the total amount to be removed from the legal regulated rent inclusive of any increases granted by the applicable rent guidelines board.

§ 8. Paragraph 2 of subdivision 3-a and subparagraphs 7 and 8 of the second undesignated paragraph of paragraph (a) of subdivision 4 of section 4 of chapter 274 of the laws of 1946, constituting the emergency housing rent control law, paragraph 2 of subdivision 3-a as amended by chapter 337 of the laws of 1961, subparagraph 8 of the second undesignated paragraph of paragraph (a) of subdivision 4 as amended by section 25 of part B of chapter 97 of the laws of 2011 and subparagraph 7 of the second undesignated paragraph of paragraph (a) of subdivision 4 as amended by section 32 of part A of chapter 20 of the laws of 2015, are amended to read as follows:

(2) the amount of increases in maximum rent authorized by order because of increases in dwelling space, services, furniture, furnishings or equipment[~~, or major capital improvements~~] and the amount of the temporary increase authorized by order because of a major capital improvement.

(7) there has been since March first, nineteen hundred fifty, a major capital improvement [~~required~~] essential for the [~~operation,~~] preservation [~~or maintenance of the structure~~], energy efficiency, functionality, or infrastructure of the entire building, improvement of the structure including heating, windows, plumbing and roofing, but shall not be for operational costs or unnecessary cosmetic improvements; which for any order of the commissioner issued after the effective date of the [~~rent act of 2015~~] chapter of the laws of two thousand nineteen that amended this paragraph the cost of such improvement shall be amortized over [~~an eight-year~~] a twelve-year period for buildings with thirty-five or fewer units or a [~~nine~~] twelve and one-half year period for buildings with more than thirty-five units, and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board. Temporary major capital improvement increases shall be collectible prospectively sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years.

Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year beginning on or after September 1, 2019 for any tenant in occupancy on the date the major capital improvement was approved; or (8) there has been since March first, nineteen hundred fifty, in structures containing more than four housing accommodations, other improvements made with the express informed consent of the tenants in occupancy of at least seventy-five per centum of the housing accommodations, provided, however, that no adjustment granted hereunder shall exceed [~~fifteen~~] two per centum unless the tenants have agreed to a higher percentage of increase, as herein provided;

§ 9. Paragraph 3 of subdivision d of section 6 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nineteen seventy-four, as amended by section 30 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

(3) there has been since January first, nineteen hundred seventy-four a major capital improvement [~~required for the operation, preservation or maintenance of the structure~~] essential for the preservation, energy efficiency, functionality, or infrastructure of the entire building, improvement of the structure including heating, windows, plumbing and roofing, but shall not be for operation costs or unnecessary cosmetic improvements. An adjustment under this paragraph shall be in an amount sufficient to amortize the cost of the improvements pursuant to this paragraph over [~~an eight-year~~] a twelve-year period for a building with thirty-five or fewer housing accommodations, or a [~~nine-year~~] twelve and one-half period for a building with more than thirty-five housing accommodations and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board, for any determination issued by the division of housing and community renewal after the effective date of the [~~rent act of 2015~~] chapter of the laws of two thousand nineteen that amended this paragraph; the collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year beginning on or after September 1, 2019 for any tenant in occupancy on the date the major capital improvement was approved, or

§ 10. Subparagraph (g) of paragraph 1 of subdivision g of section 26-405 of the administrative code of the city of New York, as amended by section 31 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

(g) There has been since July first, nineteen hundred seventy, a major capital improvement [~~required~~] essential for the [~~operation,~~] preservation [~~or maintenance of the structure~~] energy efficiency, functionality, or infrastructure of the entire building, improvement of the structure including heating, windows, plumbing and roofing but shall not be for

operational costs or unnecessary cosmetic improvements. [~~An adjustment~~] The temporary increase based upon a major capital improvement under this subparagraph [~~(g)~~] for any order of the commissioner issued after the effective date of the [~~rent act of 2015~~] chapter of the laws of two thousand nineteen that amended this subparagraph shall be in an amount sufficient to amortize the cost of the improvements pursuant to this subparagraph (g) over [~~an eight-year~~] a twelve-year period for buildings with thirty-five or fewer units or a [~~nine~~] twelve and one-half year period for buildings with more than thirty-five units, and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board. Temporary major capital improvement increases shall be collectible prospectively sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year beginning on or after September 1, 2019 for any tenant in occupancy on the date the major capital improvement was approved, or

§ 11. Paragraph 6 of subdivision c of section 26-511 of the administrative code of the city of New York, as amended by section 29 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

(6) provides criteria whereby the commissioner may act upon applications by owners for increases in excess of the level of fair rent increase established under this law provided, however, that such criteria shall provide (a) as to hardship applications, for a finding that the level of fair rent increase is not sufficient to enable the owner to maintain approximately the same average annual net income (which shall be computed without regard to debt service, financing costs or management fees) for the three year period ending on or within six months of the date of an application pursuant to such criteria as compared with annual net income, which prevailed on the average over the period nineteen hundred sixty-eight through nineteen hundred seventy, or for the first three years of operation if the building was completed since nineteen hundred sixty-eight or for the first three fiscal years after a transfer of title to a new owner provided the new owner can establish to the satisfaction of the commissioner that he or she acquired title to the building as a result of a bona fide sale of the entire building and that the new owner is unable to obtain requisite records for the fiscal years nineteen hundred sixty-eight through nineteen hundred seventy despite diligent efforts to obtain same from predecessors in title and further provided that the new owner can provide financial data covering a minimum of six years under his or her continuous and uninterrupted operation of the building to meet the three year to three year comparative test periods herein provided; and (b) as to completed building-

wide major capital improvements, for a finding that such improvements are deemed depreciable under the Internal Revenue Code and that the cost is to be amortized over [~~an eight-year~~] a twelve-year period for a building with thirty-five or fewer housing accommodations, or a [~~nine-year~~] twelve and one-half-year period for a building with more than thirty-five housing accommodations, for any determination issued by the division of housing and community renewal after the effective date of the [~~rent act of 2015,~~] the chapter of the laws of two thousand nineteen that amended this paragraph and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board. Temporary major capital improvement increases shall be collectible prospectively sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year beginning on or after September 1, 2019 for any tenant in occupancy on the date the major capital improvement was approved or based upon cash purchase price exclusive of interest or service charges. Notwithstanding anything to the contrary contained herein, no hardship increase granted pursuant to this paragraph shall, when added to the annual gross rents, as determined by the commissioner, exceed the sum of, (i) the annual operating expenses, (ii) an allowance for management services as determined by the commissioner, (iii) actual annual mortgage debt service (interest and amortization) on its indebtedness to a lending institution, an insurance company, a retirement fund or welfare fund which is operated under the supervision of the banking or insurance laws of the state of New York or the United States, and (iv) eight and one-half percent of that portion of the fair market value of the property which exceeds the unpaid principal amount of the mortgage indebtedness referred to in subparagraph (iii) of this paragraph. Fair market value for the purposes of this paragraph shall be six times the annual gross rent. The collection of any increase in the stabilized rent for any apartment pursuant to this paragraph shall not exceed six percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the stabilized rent as established or set in future years;

§ 12. Paragraph 6 of subdivision c of section 26-511 of the administrative code of the city of New York, as amended by section 29 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

(6) provides criteria whereby the commissioner may act upon applications by owners for increases in excess of the level of fair rent increase established under this law provided, however, that such crite-

ria shall provide (a) as to hardship applications, for a finding that the level of fair rent increase is not sufficient to enable the owner to maintain approximately the same average annual net income (which shall be computed without regard to debt service, financing costs or management fees) for the three year period ending on or within six months of the date of an application pursuant to such criteria as compared with annual net income, which prevailed on the average over the period nineteen hundred sixty-eight through nineteen hundred seventy, or for the first three years of operation if the building was completed since nineteen hundred sixty-eight or for the first three fiscal years after a transfer of title to a new owner provided the new owner can establish to the satisfaction of the commissioner that he or she acquired title to the building as a result of a bona fide sale of the entire building and that the new owner is unable to obtain requisite records for the fiscal years nineteen hundred sixty-eight through nineteen hundred seventy despite diligent efforts to obtain same from predecessors in title and further provided that the new owner can provide financial data covering a minimum of six years under his or her continuous and uninterrupted operation of the building to meet the three year to three year comparative test periods herein provided; and (b) as to completed building-wide major capital improvements, for a finding that such improvements are deemed depreciable under the Internal Revenue Code and that the cost is to be amortized over an eight-year period for a building with thirty-five or fewer housing accommodations, or a nine-year period for a building with more than thirty-five housing accommodations, for any determination issued by the division of housing and community renewal after the effective date of the rent act of 2015, based upon cash purchase price exclusive of interest or service charges. **Where an application for a temporary major capital improvement increase has been filed, a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply. The state division of housing and community renewal shall provide any responding tenant with the reasons for the division's approval or denial of such application.** Notwithstanding anything to the contrary contained herein, no hardship increase granted pursuant to this paragraph shall, when added to the annual gross rents, as determined by the commissioner, exceed the sum of, (i) the annual operating expenses, (ii) an allowance for management services as determined by the commissioner, (iii) actual annual mortgage debt service (interest and amortization) on its indebtedness to a lending institution, an insurance company, a retirement fund or welfare fund which is operated under the supervision of the banking or insurance laws of the state of New York or the United States, and (iv) eight and one-half percent of that portion of the fair market value of the property which exceeds the unpaid principal amount of the mortgage indebtedness referred to in subparagraph (iii) of this paragraph. Fair market value for the purposes of this paragraph shall be six times the annual gross rent. The collection of any increase in the stabilized rent for any apartment pursuant to this paragraph shall not exceed six percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the stabilized rent as established or set in future years;

§ 13. Subdivision d of section 6 of section 4 of chapter 576 of the laws of 1974, constituting the emergency tenant protection act of nine-

teen seventy-four, is amended by adding a new paragraph 3-a to read as follows:

(3-a) an application for a temporary major capital improvement increase has been filed, a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply. The state division of housing and community renewal shall provide any responding tenant with the reasons for the division's approval or denial of such application; or

§ 14. Subparagraph 7 of the second undesignated paragraph of paragraph (a) of subdivision 4 of section 4 of chapter 274 of the laws of 1946, constituting the emergency housing rent control law, as amended by section 32 of part A of chapter 20 of the laws of 2015, is amended to read as follows:

(7) there has been since March first, nineteen hundred fifty, a major capital improvement required for the operation, preservation or maintenance of the structure; which for any order of the commissioner issued after the effective date of the rent act of 2015 the cost of such improvement shall be amortized over an eight-year period for buildings with thirty-five or fewer units or a nine year period for buildings with more than thirty-five units, **provided, however, where an application for a temporary major capital improvement increase has been filed, a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply. The state division of housing and community renewal shall provide any responding tenant with the reasons for the division's approval or denial of such application;** or

§ 15. Subdivision a of section 26-517.1 of the administrative code of the city of New York, as added by local law number 95 of the city of New York for the year 1985, is amended to read as follows:

a. The [~~Department~~] **department** of [~~Finance~~] **finance** shall collect from the owner of each housing accommodation registered pursuant to [~~Section~~] **section** 26-517 of this [~~law~~] **chapter** an annual fee in the amount of [~~ten~~] **twenty** dollars per year for each unit subject to this law, in order to defray costs incurred by the city pursuant to subdivision c of section eight of the emergency tenant protection act of nineteen hundred seventy-four.

§ 16. Subdivisions c and d of section 8 of section 4 of chapter 576 of the laws of 1974 constituting the emergency tenant protection act of nineteen seventy-four, subdivision c as amended by section 5 of part Z of chapter 56 of the laws of 2010 and subdivision d as amended by chapter 116 of the laws of 1997, are amended to read as follows:

c. Whenever a city having a population of one million or more has determined the existence of an emergency pursuant to section three of this act, the provisions of this act and the New York city rent stabilization law of nineteen hundred sixty-nine shall be administered by the state division of housing and community renewal as provided in the New York city rent stabilization law of nineteen hundred sixty-nine, as amended, or as otherwise provided by law. The costs incurred by the state division of housing and community renewal in administering such regulation shall be paid by such city. All payments for such administration shall be transmitted to the state division of housing and community renewal as follows: on or after April first of each year commencing with April, nineteen hundred eighty-four, the commissioner of housing and community renewal shall determine an amount necessary to defray the division's anticipated annual cost, and one-quarter of such amount shall be paid by such city on or before July first of such year, one-quarter of such amount on or before October first of such year, one-quarter of

such amount on or before January first of the following year and one-quarter of such amount on or before March thirty-first of the following year. After the close of the fiscal year of the state, the commissioner shall determine the amount of all actual costs incurred in such fiscal year and shall certify such amount to such city. If such certified amount shall differ from the amount paid by the city for such fiscal year, appropriate adjustments shall be made in the next quarterly payment to be made by such city. In the event that the amount thereof is not paid to the commissioner as herein prescribed, the commissioner shall certify the unpaid amount to the comptroller, and the comptroller shall, to the extent not otherwise prohibited by law, withhold such amount from any state aid payable to such city. In no event shall the amount imposed on the owners exceed [~~ten~~] twenty dollars per unit per year.

d. The failure to pay the prescribed assessment not to exceed [~~ten~~] twenty dollars per unit for any housing accommodation subject to this act or the New York city rent stabilization law of nineteen hundred sixty-nine shall constitute a charge due and owing such city, town or village which has imposed an annual charge for each such housing accommodation pursuant to subdivision b of this section. Any such city, town or village shall be authorized to provide for the enforcement of the collection of such charges by commencing an action or proceeding for the recovery of such fees or by the filing of a lien upon the building and lot. Such methods for the enforcement of the collection of such charges shall be the sole remedy for the enforcement of this section.

§ 17. Notwithstanding any other provision of law to the contrary, the increased revenues of ten dollars per unit per year to the commissioner of the state division of housing and community renewal pursuant to this act, for the purpose of enforcement of rent regulations, shall be divided equally by the commissioner between the office of rent administration and the office of the tenant protection unit within the division of housing and community renewal and shall be utilized by the commissioner in addition to and not in substitution for the levels of funding from all sources provided to the office of rent administration and the office of the tenant protection unit on the effective date of this act.

§ 18. This act shall take effect immediately; provided, however, that:

(a) the amendments to chapter 4 of title 26 of the administrative code of the city of New York made by sections two, four, eleven, twelve and fifteen of this act shall expire on the same date as such chapter expires and shall not affect the expiration of such chapter as provided under section 26-520 of such law;

(b) provided that the amendments to sections 26-405 and 26-405.1 of the city rent and rehabilitation law made by sections three, five and ten of this act shall remain in full force and effect only as long as the public emergency requiring the regulation and control of residential rents and evictions continues, as provided in subdivision 3 of section 1 of the local emergency housing rent control act;

(c) effective immediately, the addition, amendment and/or repeal of any rule or regulation necessary for the implementation of this act on its effective date are authorized and directed to be made and completed on or before such effective date.

PART L

Section 1. Short title. This act shall be known and may be cited as the "rent regulation reporting act of 2019".

§ 2. Section 20 of the public housing law, as added by chapter 576 of the laws of 1989, is amended to read as follows:

§ 20. Annual reports. **1.** The commissioner shall, on or before October first in each year, beginning in nineteen hundred ninety, submit one or more reports to the governor, the temporary president of the senate, the speaker of the assembly, the minority leader of the senate and minority leader of the assembly on the activity and implementation of the state housing assistance programs for the previous fiscal year. In addition, the commissioner shall, on or before February first in each year, beginning in nineteen hundred ninety-one, submit an interim report which contains, in tabular format only, the non-narrative data compiled through November thirtieth of each year. The commissioner shall submit on or before February first, nineteen hundred ninety a report for the fiscal year commencing April first, nineteen hundred eighty-eight and the most up to date non-narrative data, in tabular format only, but in no event less than the data compiled through September thirtieth, nineteen hundred eighty-nine. All such reports shall include, but not be limited to the low income housing trust fund program, the affordable home ownership development program, the urban initiatives program, the rural area revitalization program, the rural rental assistance program, the homeless housing and assistance program, the housing opportunities program for the elderly, the state of New York mortgage agency forward commitment and mortgage insurance programs, the housing finance agency secured loan rental program, the turnkey/enhanced housing trust fund program, the special needs housing program, the permanent housing for the homeless program, the infrastructure development demonstration program and the mobile home cooperative fund program. For the purpose of producing such report or reports, the commissioner shall be authorized to rely on information provided by each administering agency or authority. Such report or reports shall, to the extent applicable to a specific program, include but not be limited to: (i) a narrative for each program reported describing the program purpose, eligible applicants, eligible areas, income population to be served, and limitations on funding; (ii) for each eligible applicant receiving funding under the Housing Trust Fund or the Affordable Home Ownership Development programs during the year specified herein, such applicant's name and address, a description of the applicant's contract amount, a narrative description of the specific activities performed by such applicant, and the income levels of the occupants to be served by the units all as proposed by the applicant at the time the contract is awarded; (iii) a description of the distribution of funds for each category of project funded under each program; (iv) the number of units or beds under award, under contract, under construction and completed based on a change in project status during the year for each program; (v) the number of units or beds assisted during the year under each program; (vi) the amount and type of assistance provided for such units or beds placed under contract; (vii) based on total project costs, the number of units or beds under contract and assisted through new construction, substantial rehabilitation, moderate rehabilitation, improvements to existing units or beds, and through acquisition only for each program; (viii) for the number of units or beds under contract assisted through new construction, substantial rehabilitation, moderate rehabilitation, improvements to existing units or beds, and through acquisition only, the level of state assistance expressed as a percentage of total project cost; (ix) for those units and beds under contract a calculation of the amount of non-state funds provided expressed as a percentage of total project cost; (x) the

number of units or beds completed and under award, under contract and under construction for each program based on the current program pipeline; (xi) for units or beds for which mortgage assistance was provided by the state of New York mortgage agency, the number of existing and newly constructed units; and (xii) a list, by program, of units or beds assisted within each county. To the extent that any law establishing or appropriating funds for any of the aforementioned programs requires the commissioner to produce a report containing data substantially similar to that required herein, this report shall be deemed to satisfy such other requirements.

2. The commissioner shall, on or before December thirty-first, two thousand nineteen, and on or before December thirty-first in each subsequent year, submit and make publicly available a report to the governor, the temporary president of the senate, the speaker of the assembly, and on its website, on the implementation of the system of rent regulation pursuant to chapter five hundred seventy-six of the laws of nineteen hundred seventy-four, chapter two hundred seventy four of the laws of nineteen hundred forty-six, chapter three hundred twenty-nine of the laws of nineteen hundred sixty-three, chapter five hundred fifty-five of the laws of nineteen hundred eighty-two, chapter four hundred two of the laws of nineteen hundred eighty-three, chapter one hundred sixteen of the laws of nineteen hundred ninety-seven, sections 26-501, 26-502, and 26-520 of the administrative code of the city of New York and the housing stability and tenant protection act of 2019. Such report shall include but not be limited to: a narrative describing the programs and activities undertaken by the office of rent administration and the tenant protection unit, and any other programs or activities undertaken by the division to implement, administer, and enforce the system of rent regulation; and in tabular format, for each of the three fiscal years immediately preceding the date the report is due: (i) the number of rent stabilized housing accommodations within each county; (ii) the number of rent controlled housing accommodations within each county; (iii) the number of applications for major capital improvements filed with the division, the number of such applications approved as submitted, the number of such applications approved with modifications, and the number of such applications rejected; (iv) the median and mean value of applications for major capital improvements approved; (v) the number of units which were registered with the division where the amount charged to and paid by the tenant was less than the registered rent for the housing accommodation; (vi) for housing accommodations that were registered with the division where the amount charged to and paid by the tenant was less than the registered rent for the housing accommodation, the median and mean difference between the registered rent for a housing accommodation and the amount charged to and paid by the tenant; (vii) the median and mean registered rent for housing accommodations for which the lease was renewed by an existing tenant; (viii) the median and mean registered rent for housing accommodations for which a lease was signed by a new tenant after a vacancy; (ix) the median and mean increase, in dollars and as a percentage, in the registered rent for housing accommodations where the lease was signed by a new tenant after a vacancy; (x) the median and mean increase, in dollars and as a percentage, in the registered rent for housing accommodations where the lease was signed by a new tenant after a vacancy, where the amount changed to and paid by the prior tenant was the full registered rent; (xi) the median and mean increase, in dollars and as a percentage, in the registered rent for housing accommodations where the lease was signed by a new tenant after

a vacancy, where the amount changed to and paid by the prior tenant was less than the registered rent; (xii) the number of rent overcharge complaints processed by the division; (xiii) the number of final overcharge orders granting an overcharge; (xiv) the number of investigations commenced by the tenant protection unit, the aggregate number of rent stabilized or rent controlled housing accommodations in each county that were the subject of such investigations, and the dispositions of such investigations. At the time the report is due, the commissioner shall make available to the governor, the temporary president of the senate, the speaker of the assembly, and shall make publicly available, and on its website in machine readable format, the data used to tabulate the figures required to be included in the report, taking any steps necessary to protect confidential information regarding individual buildings, housing accommodations, property owners, and tenants.

§ 3. This act shall take effect immediately.

PART M

Section 1. Short title. This act shall be known and may be cited as the "statewide housing security and tenant protection act of 2019".

§ 2. Section 223-b of the real property law, as amended by chapter 584 of the laws of 1991, subdivision 5-a as added by chapter 466 of the laws of 2005, is amended to read as follows:

§ 223-b. Retaliation by landlord against tenant. 1. No landlord of premises or units to which this section is applicable shall serve a notice to quit upon any tenant or commence any action to recover real property or summary proceeding to recover possession of real property in retaliation for:

a. A good faith complaint, by or in behalf of the tenant, to the landlord, the landlord's agent or a governmental authority of the landlord's alleged violation of any health or safety law, regulation, code, or ordinance, the warranty of habitability under section two hundred thirty-five-b of this article, the duty to repair under sections seventy-eight, seventy-nine, and eighty of the multiple dwelling law or section one hundred seventy-four of the multiple residence law, or any law or regulation which has as its objective the regulation of premises used for dwelling purposes or which pertains to the offense of rent gouging in the third, second or first degree; or

b. Actions taken in good faith, by or in behalf of the tenant, to secure or enforce any rights under the lease or rental agreement, the warranty of habitability under section two hundred thirty-five-b of this [~~chapter~~] article, the duty to repair under sections seventy-eight, seventy-nine, and eighty of the multiple dwelling law or section one hundred seventy-four of the multiple residence law, or under any other law of the state of New York, or of its governmental subdivisions, or of the United States which has as its objective the regulation of premises used for dwelling purposes or which pertains to the offense of rent gouging in the third, second or first degree; or

c. The tenant's participation in the activities of a tenant's organization.

2. No landlord [~~or~~] of premises or units to which this section is applicable or such landlord's agent shall substantially alter the terms of the tenancy in retaliation for any actions set forth in paragraphs a, b, and c of subdivision one of this section. Substantial alteration shall include, but is not limited to, the refusal to continue a tenancy of the tenant [~~or~~], upon expiration of the tenant's lease, to renew the

lease or offer a new lease, or offering a new lease with an unreasonable rent increase; provided, however, that a landlord shall not be required under this section to offer a new lease or a lease renewal for a term greater than one year [~~and after such extension of a tenancy for one year shall not be required to further extend or continue such tenancy~~].

3. A landlord shall be subject to a civil action for damages, attorney's fees and costs and other appropriate relief, including injunctive and other equitable remedies, as may be determined by a court of competent jurisdiction in any case in which the landlord has violated the provisions of this section.

4. In any action to recover real property or summary proceeding to recover possession of real property, judgment shall be entered for the tenant if the court finds that the landlord is acting in retaliation for any action set forth in paragraphs a, b, and c of subdivision one of this section [~~and further finds that the landlord would not otherwise have commenced such action or proceeding~~]. Retaliation shall be asserted as an affirmative defense in such action or proceeding. The tenant shall not be relieved of the obligation to pay any rent for which he is otherwise liable.

5. In an action or proceeding instituted against a tenant of premises or a unit to which this section is applicable, a rebuttable presumption that the landlord is acting in retaliation shall be created if the tenant establishes that the landlord served a notice to quit, or instituted an action or proceeding to recover possession, or attempted to substantially alter the terms of the tenancy, within [~~six months~~] one year after:

a. A good faith complaint was made, by or in behalf of the tenant, to the landlord, the landlord's agent or a governmental authority of the landlord's violation of any health or safety law, regulation, code, or ordinance, the warranty of habitability under section two hundred thirty-five-b of this article, the duty to repair under sections seventy-eight, seventy-nine, and eighty of the multiple dwelling law or section one hundred seventy-four of the multiple residence law, or any law or regulation which has as its objective the regulation of premises used for dwelling purposes or which pertains to the offense of rent gouging in the third, second or first degree; or

b. The tenant in good faith [~~commenced an action or proceeding in a court or administrative body of competent jurisdiction~~] took action to secure or enforce against the landlord or his agents any rights under the lease or rental agreement, the warranty of habitability under section two hundred thirty-five-b of this [~~chapter~~] article, the duty to repair under sections seventy-eight, seventy-nine, and eighty of the multiple dwelling law or section one hundred seventy-four of the multiple residence law, or under any other law of the state of New York, or of its governmental subdivisions, or of the United States which has as its objective the regulation of premises used for dwelling purposes or which pertains to the offense of rent gouging in the third, second or first degree.

c. Judgment under subdivision three or four of this section was entered for the tenant in a previous action between the parties; or an inspection was made, an order was entered, or other action was taken as a result of a complaint or act described in paragraph a or b of this subdivision.

[~~But the presumption shall not apply in an action or proceeding based on the violation by the tenant of the terms and conditions of the lease or rental agreement, including nonpayment of the agreed-upon rent.~~]

The effect of the presumption shall be to require the landlord to [~~provide a credible explanation of~~] establish a non-retaliatory motive for his acts[~~. Such an explanation shall overcome and remove the presumption unless the tenant disproves it~~] by a preponderance of the evidence.

5-a. Any lease provision which seeks to assess a fee, penalty or dollar charge, in addition to the stated rent, against a tenant because such tenant files a bona fide complaint with the landlord, the landlord's agent or a building code officer regarding the condition of such tenant's leased premises shall be null and void as being against public policy. A landlord or agent of the landlord who seeks to enforce such a fee, penalty or charge shall be liable to the tenant for triple the amount of such fee, penalty or charge.

6. This section shall apply to all rental residential premises except owner-occupied dwellings with less than four units. However, its provisions shall not be given effect in any case in which it is established that the condition from which the complaint or action arose was caused by the tenant, a member of the tenant's household, or a guest of the tenant. Nor shall it apply in a case where a tenancy was terminated pursuant to the terms of a lease as a result of a bona fide transfer of ownership.

§ 3. The real property law is amended by adding a new section 226-c to read as follows:

§ 226-c. Notice of rent increase or non-renewal of residential tenancy. 1. Whenever a landlord intends to offer to renew the tenancy of an occupant in a residential dwelling unit with a rent increase equal to or greater than five percent above the current rent, or the landlord does not intend to renew the tenancy, the landlord shall provide written notice as required in subdivision two of this section. If the landlord fails to provide timely notice, the occupant's lawful tenancy shall continue under the existing terms of the tenancy from the date on which the landlord gave actual written notice until the notice period has expired, notwithstanding any provision of a lease or other tenancy agreement to the contrary.

2. (a) If the tenant has occupied the unit for less than one year and does not have a lease term of at least one year, the landlord shall provide at least thirty days' notice.

(b) If the tenant has occupied the unit for more than one year but less than two years, or has a lease term of at least one year but less than two years, the landlord shall provide at least sixty days' notice.

(c) If the tenant has occupied the unit for more than two years or has a lease term of at least two years, the landlord shall provide at least ninety days' notice.

§ 4. The real property law is amended by adding a new section 227-e to read as follows:

§ 227-e. Landlord duty to mitigate damages. In any lease or rental agreement, excluding any real estate purchase contract defined in paragraphs (a), (c) and (d) of subdivision four of section four hundred sixty-one of this chapter, covering premises occupied for dwelling purposes, if a tenant vacates a premises in violation of the terms of the lease, the landlord shall, in good faith and according to the landlord's resources and abilities, take reasonable and customary actions to rent the premises at fair market value or at the rate agreed to during the term of the tenancy, whichever is lower. If the landlord rents the premises at fair market value or at the rate agreed to during the term of the tenancy, the new tenant's lease shall, once in effect, terminate

the previous tenant's lease and mitigate damages otherwise recoverable against the previous tenant because of such tenant's vacating the premises. The burden of proof shall be on the party seeking to recover damages. Any provision in a lease that exempts a landlord's duty to mitigate damages under this section shall be void as contrary to public policy.

§ 5. The real property law is amended by adding a new section 227-f to read as follows:

§ 227-f. Denial on the basis of involvement in prior disputes prohibited. 1. No landlord of a residential premises shall refuse to rent or offer a lease to a potential tenant on the basis that the potential tenant was involved in a past or pending landlord-tenant action or summary proceeding under article seven of the real property actions and proceedings law. There shall be a rebuttable presumption that a person is in violation of this section if it is established that the person requested information from a tenant screening bureau relating to a potential tenant or otherwise inspected court records relating to a potential tenant and the person subsequently refuses to rent or offer a lease to the potential tenant.

2. Whenever the attorney general shall believe from evidence satisfactory to him or her that any person, firm, corporation or association or agent or employee thereof has violated subdivision one of this section, he or she may bring an action or special proceeding in the supreme court for a judgment enjoining the continuance of such violation and for a civil penalty of not less than five hundred dollars, but not more than one thousand dollars for each violation.

§ 6. Section 232-a of the real property law, as amended by chapter 312 of the laws of 1962, is amended to read as follows:

§ 232-a. Notice to terminate monthly tenancy or tenancy from month to month in the city of New York. No monthly tenant, or tenant from month to month, shall hereafter be removed from any lands or buildings in the city of New York on the grounds of holding over [~~his~~] the tenant's term unless [~~at least thirty days before the expiration of the term~~] pursuant to the notice period required by subdivision two of section two hundred twenty-six-c of this article, the landlord or [~~his~~] the landlord's agent serve upon the tenant, in the same manner in which a notice of petition in summary proceedings is now allowed to be served by law, a notice in writing to the effect that the landlord elects to terminate the tenancy and that unless the tenant removes from such premises on the day [~~on which his term expires~~] designated in the notice, the landlord will commence summary proceedings under the statute to remove such tenant therefrom.

§ 7. Section 232-b of the real property law, as added by chapter 813 of the laws of 1942, is amended to read as follows:

§ 232-b. Notification to terminate monthly tenancy or tenancy from month to month outside the city of New York. A monthly tenancy or tenancy from month to month of any lands or buildings located outside of the city of New York may be terminated by the [~~landlord or the~~] tenant upon [~~his~~] the tenant's notifying the [~~other~~] landlord at least one month before the expiration of the term of [~~his~~] the tenant's election to terminate; provided, however, that no notification shall be necessary to terminate a tenancy for a definite term.

§ 8. Section 234 of the real property law, as amended by chapter 297 of the laws of 1969, is amended to read as follows:

§ 234. [~~Tenants' right~~] Right to recover attorneys' fees in actions or summary proceedings arising out of leases of residential property.

Whenever a lease of residential property shall provide that in any action or summary proceeding the landlord may recover attorneys' fees and/or expenses incurred as the result of the failure of the tenant to perform any covenant or agreement contained in such lease, or that amounts paid by the landlord therefor shall be paid by the tenant as additional rent, there shall be implied in such lease a covenant by the landlord to pay to the tenant the reasonable attorneys' fees and/or expenses incurred by the tenant as the result of the failure of the landlord to perform any covenant or agreement on its part to be performed under the lease or in the successful defense of any action or summary proceeding commenced by the landlord against the tenant arising out of the lease, and an agreement that such fees and expenses may be recovered as provided by law in an action commenced against the landlord or by way of counterclaim in any action or summary proceeding commenced by the landlord against the tenant. **A landlord may not recover attorneys' fees upon a default judgment.** Any waiver of this section shall be void as against public policy.

§ 9. Section 235-e of the real property law, as amended by chapter 848 of the laws of 1986, is amended to read as follows:

§ 235-e. Duty [~~of landlord~~] to provide **a** written receipt. (a) Upon the receipt of **the payment of** rent for residential premises in the form of cash**,** or any instrument other than the personal check of the [~~tenant~~] **lessee**, it shall be the duty of the [~~landlord~~] **lessor, or any agent of the lessor authorized to receive rent,** to provide the [~~payor~~] **lessee** with a written receipt containing the following:

1. The date;
2. The amount;
3. The identity of the premises and period for which paid; and
4. The signature and title of the person receiving the rent.

(b) [~~Where a tenant~~] **A lessee may request**, in writing, [~~requests~~] that a [~~landlord~~] **lessor** provide a receipt for rent paid by personal check[~~, it shall be the duty of~~]**. If such request is made,** the [~~landlord to~~] **lessor, or any agent of the lessor authorized to receive rent, shall** provide the [~~payor~~] **lessee** with the receipt described in subdivision (a) of this section [~~for each such request made in writing~~]. **Such request shall, unless otherwise specified by the lessee, remain in effect for the duration of such lessee's tenancy. The lessor shall maintain a record of all cash receipts for rent for at least three years.**

(c) If a payment of rent is personally transmitted to a lessor, or an agent of a lessor authorized to receive rent, the receipt for such payment shall be issued immediately to a lessee. If a payment of rent is transmitted indirectly to a lessor, or an agent of a lessor authorized to receive rent, a lessee shall be provided with a receipt within fifteen days of such lessor or agent's receipt of a rent payment.

(d) If a lessor, or an agent of a lessor authorized to receive rent, fails to receive payment for rent within five days of the date specified in a lease agreement, such lessor or agent shall send the lessee, by certified mail, a written notice stating the failure to receive such rent payment. The failure of a lessor, or any agent of the lessor authorized to receive rent, to provide a lessee with a written notice of the non-payment of rent may be used as an affirmative defense by such lessee in an eviction proceeding based on the non-payment of rent.

§ 10. The real property law is amended by adding a new section 238-a to read as follows:

§ 238-a. Limitation on fees. In relation to a residential dwelling unit:

1. (a) Except in instances where statutes or regulations provide for a payment, fee or charge, no landlord, lessor, sub-lessor or grantor may demand any payment, fee, or charge for the processing, review or acceptance of an application, or demand any other payment, fee or charge before or at the beginning of the tenancy, except background checks and credit checks as provided by paragraph (b) of this subdivision, provided that this subdivision shall not apply to entrance fees charged by continuing care retirement communities licensed pursuant to article forty-six or forty-six-A of the public health law, assisted living providers licensed pursuant to article forty-six-B of the public health law, adult care facilities licensed pursuant to article seven of the social services law, senior residential communities that have submitted an offering plan to the attorney general, or not-for-profit independent retirement communities that offer personal emergency response, housekeeping, transportation and meals to their residents.

(b) A landlord, lessor, sub-lessor or grantor may charge a fee or fees to reimburse costs associated with conducting a background check and credit check, provided the cumulative fee or fees for such checks is no more than the actual cost of the background check and credit check or twenty dollars, whichever is less, and the landlord, lessor, sub-lessor or grantor shall waive the fee or fees if the potential tenant provides a copy of a background check or credit check conducted within the past thirty days. The landlord, lessor, sub-lessor or grantor may not collect the fee or fees unless the landlord, lessor, sub-lessor or grantor provides the potential tenant with a copy of the background check or credit check and the receipt or invoice from the entity conducting the background check or credit check.

2. No landlord, lessor, sub-lessor or grantor may demand any payment, fee, or charge for the late payment of rent unless the payment of rent has not been made within five days of the date it was due, and such payment, fee, or charge shall not exceed fifty dollars or five percent of the monthly rent, whichever is less.

3. Any provision of a lease or contract waiving or limiting the provisions of this section shall be void as against public policy.

§ 11. The real property actions and proceedings law is amended by adding a new section 702 to read as follows:

§ 702. Rent in a residential dwelling. In a proceeding relating to a residential dwelling or housing accommodation, the term "rent" shall mean the monthly or weekly amount charged in consideration for the use and occupation of a dwelling pursuant to a written or oral rental agreement. No fees, charges or penalties other than rent may be sought in a summary proceeding pursuant to this article, notwithstanding any language to the contrary in any lease or rental agreement.

§ 12. The opening paragraph and subdivision 2 of section 711 of the real property actions and proceedings law, the opening paragraph as amended by chapter 739 of the laws of 1982 and subdivision 2 as added by chapter 312 of the laws of 1962, are amended to read as follows:

A tenant shall include an occupant of one or more rooms in a rooming house or a resident, not including a transient occupant, of one or more rooms in a hotel who has been in possession for thirty consecutive days or longer[~~; he~~]. No tenant or lawful occupant of a dwelling or housing accommodation shall [~~not~~] be removed from possession except in a special proceeding. A special proceeding may be maintained under this article upon the following grounds:

2. The tenant has defaulted in the payment of rent, pursuant to the agreement under which the premises are held, and a written demand of the

rent has been made[~~, or~~] with at least [~~three~~] fourteen days' notice [~~in writing~~] requiring, in the alternative, the payment of the rent, or the possession of the premises, has been served upon him as prescribed in section [~~735. The landlord may waive his right to proceed upon this ground only by an express consent in writing to permit the tenant to continue in possession, which consent shall be revocable at will, in which event the landlord shall be deemed to have waived his right to summary dispossess for nonpayment of rent accruing during the time said consent remains unrevoked~~] seven hundred thirty-five of this article. Any person succeeding to the landlord's interest in the premises may proceed under this subdivision for rent due his predecessor in interest if he has a right thereto. Where a tenant dies during the term of the lease and rent due has not been paid and [~~no representative or person has taken possession of the premises and no administrator or executor has been appointed, the proceeding may be commenced after three months from the date of death of the tenant by joining the surviving spouse or if there is none, then one of the surviving issue or if there is none, then any one of the distributees~~] the apartment is occupied by a person with a claim to possession, a proceeding may be commenced naming the occupants of the apartment seeking a possessory judgment only as against the estate. Entry of such a judgment shall be without prejudice to the possessory claims of the occupants, and any warrant issued shall not be effective as against the occupants.

§ 13. Section 731 of the real property actions and proceedings law is amended by adding a new subdivision 4 to read as follows:

4. In an action premised on a tenant defaulting in the payment of rent, payment to the landlord of the full amount of rent due, when such payment is made at any time prior to the hearing on the petition, shall be accepted by the landlord and renders moot the grounds on which the special proceeding was commenced.

§ 14. Subdivisions 1, 2, and 3 of section 732 of the real property actions and proceedings law, as added by chapter 910 of the laws of 1965, are amended to read as follows:

1. The notice of petition shall be returnable before the clerk, and shall be made returnable within [~~five~~] ten days after its service.

2. If the respondent answers, the clerk shall fix a date for trial or hearing not less than three nor more than eight days after joinder of issue, and shall immediately notify by mail the parties or their attorneys of such date. If the determination be for the petitioner, the issuance of a warrant shall not be stayed for more than five days from such determination, except as provided in section seven hundred fifty-three of this article.

3. If the respondent fails to answer within [~~five~~] ten days from the date of service, as shown by the affidavit or certificate of service of the notice of petition and petition, the judge shall render judgment in favor of the petitioner and may stay the issuance of the warrant for a period of not to exceed ten days from the date of service, except as provided in section seven hundred fifty-three of this article.

§ 15. Subdivision 1 of section 733 of the real property actions and proceedings law, as amended by chapter 910 of the laws of 1965, is amended to read as follows:

1. Except as provided in section [~~732~~] seven hundred thirty-two of this article, relating to a proceeding for non-payment of rent, the notice of petition and petition shall be served at least [~~five~~] ten and not more than [~~twelve~~] seventeen days before the time at which the petition is noticed to be heard.

§ 16. Section 743 of the real property actions and proceedings law, as amended by chapter 644 of the laws of 2003, is amended to read as follows:

§ 743. Answer. Except as provided in section [~~732~~] **seven hundred thirty-two of this article**, relating to a proceeding for non-payment of rent, at the time when the petition is to be heard the respondent, or any person in possession or claiming possession of the premises, may answer, orally or in writing. If the answer is oral the substance thereof shall be recorded by the clerk or, if a particular court has no clerk, by the presiding judge or justice of such court, and maintained in the case record. [~~If the notice of petition was served at least eight days before the time at which it was noticed to be heard and it so demands, the answer shall be made at least three days before the time the petition is noticed to be heard and, if in writing, it shall be served within such time; whereupon any reply shall be served at least one day before such time.~~] The answer may contain any legal or equitable defense, or counterclaim. The court may render affirmative judgment for the amount found due on the counterclaim.

§ 17. Subdivisions 1 and 2 of section 745 of the real property actions and proceedings law, as amended by chapter 403 of the laws of 1983, subdivision 2 as amended by chapter 116 of the laws of 1997, subparagraph (i) of paragraph (b) as amended by chapter 601 of the laws of 2007, are amended to read as follows:

1. Where triable issues of fact are raised, they shall be tried by the court unless, at the time the petition is noticed to be heard, a party demands a trial by jury, in which case trial shall be by jury. At the time when issue is joined the court, [~~in its discretion~~] at the request of either party [~~and upon proof to its satisfaction by affidavit or orally that an adjournment is necessary to enable the applicant to procure his necessary witnesses, or by consent of all the parties who appear, may~~] **shall** adjourn the trial of the issue, [~~but~~] not [~~more~~] **less** than [~~ten~~] **fourteen** days, except by consent of all parties. **A party's second or subsequent request for adjournment shall be granted in the court's sole discretion.**

2. In the city of New York:

(a) In a summary proceeding upon the second of two adjournments **granted solely** at the request of the respondent, or, upon the [~~thirtieth~~] **sixtieth** day after the first appearance of the parties in court less any days that the proceeding has been adjourned upon the request of the petitioner**, counting only days attributable to adjournment requests made solely at the request of the respondent and not counting an initial adjournment requested by a respondent unrepresented by counsel for the purpose of securing counsel**, whichever occurs sooner, the court [~~shall~~] **may, upon consideration of the equities,** direct that the respondent, upon [~~an application~~] **a motion on notice made** by the petitioner, deposit with the court [~~within five days~~] sums of rent or use and occupancy [~~accrued from the date the petition and notice of petition are served upon the respondent, and all sums as they become due for rent and use and occupancy~~] **that shall accrue subsequent to the date of the court's order**, which may be established without the use of expert testimony[~~, unless~~]**. The court shall not order deposit or payment of use and occupancy where** the respondent can establish[~~, at an immediate hearing~~], to the satisfaction of the court that respondent has properly interposed one of the following defenses or established the following grounds:

(i) the petitioner is not a proper party to the proceeding pursuant to section seven hundred twenty-one of this article; or

(ii) (A) actual eviction, or (B) actual partial eviction, or (C) constructive eviction; and respondent has quit the premises; or

(iii) a defense pursuant to section one hundred forty-three-b of the social services law; or

(iv) **a defense based upon the existence of hazardous or immediately hazardous violations of the housing maintenance code in the subject apartment or common areas; or**

(v) a colorable defense of rent overcharge; or

(vi) a defense that the unit is in violation of the building's certificate of occupancy or is otherwise illegal under the multiple dwelling law or the New York city housing maintenance code; or

(vii) the court lacks **personal** jurisdiction **over the respondent**.

[~~**When the rental unit that is the subject of the petition is located in a building containing twelve or fewer units, the court shall inquire of the respondent as to whether there is any undisputed amount of the rent or use and occupancy due to the petitioner. Any such undisputed amount shall be paid directly to the petitioner, and any disputed amount shall be deposited to the court by the respondent as provided in this subdivision.**~~]

Two adjournments shall **not** include an adjournment requested by a respondent unrepresented by counsel for the purpose of securing counsel made on a return date of the proceeding. Such rent or use and occupancy sums shall be deposited with the clerk of the court or paid to such other person or entity, including the petitioner or an agent designated by the division of housing and community renewal, as the court shall direct or shall be expended for such emergency repairs as the court shall approve.

(b) **In establishing the monthly amount to be deposited, the court shall not exceed the amount of the regulated rent for the unit under any state, local or federal regulatory scheme, or the amount of the tenant's rent share under a state, local or federal subsidy program, or the amount of the tenant's share under an expired subsidy, unless the tenant has entered into an enforceable new agreement to pay the full lease rent.**

(c) (i) The court shall not require the respondent to deposit the portion of rent or use and occupancy, if any, which is payable by direct government housing subsidy, any currently effective senior citizen increase exemption authorized pursuant to sections four hundred sixty-seven-b and four hundred sixty-seven-c of the real property tax law, direct payment of rent or a two-party check issued by a social services district or the office of temporary and disability assistance, or rental assistance that is payable pursuant to court orders issued in litigation commenced in nineteen hundred eighty-seven in a proceeding in which the amount of shelter allowance is at issue on behalf of recipients of family assistance. In the event the respondent or other adult member of the respondent's household receives public assistance pursuant to title three or title ten of article five of the social services law, the respondent shall, when directed by the court to deposit rent and use or occupancy, only be required to deposit with the court the amount of the shelter allowance portion of the public assistance grant issued by the office of temporary and disability assistance or a social services district. In the event the respondent receives **a fixed income, including but not limited to, social security income,** supplemental security income pursuant to title sixteen of the federal social security act and title six of article five of the social services law, **or pension income,** the respondent shall [~~**only**~~] **not** be required to deposit [~~**one-third**~~] **more than**

thirty percent of the monthly [~~supplemental security income payment~~] payments.

(ii) Any sum required to be deposited with the court pursuant to this subdivision shall be offset by payment, if any, made by the respondent pursuant to section two hundred thirty-five-a of the real property law or section three hundred two-c of the multiple dwelling law.

[~~(c) (i) If the respondent shall fail to comply with the court's directions with respect to direct payment to the petitioner or making a deposit as directed by the court of the full amount of the rent or use and occupancy required to be deposited, the court upon an application by the petitioner shall dismiss without prejudice the defenses and counterclaims interposed by the respondent and grant judgment for petitioner unless respondent has interposed the defense of payment and shows that the amount required to be deposited has previously been paid to the petitioner.~~

~~(ii)~~] (d) (i) In the event that the respondent [~~makes a deposit required by this subdivision but~~] fails to deposit with the court or pay, as the case may be, upon the due date, all rent or use and occupancy which may become due [~~up to the time of the entry of judgment~~] subsequent to the issuance of the court's deposit order, the court upon an application of the petitioner [~~shall~~] may order an immediate trial of the issues raised in the respondent's answer. An "immediate trial" shall mean that no further adjournments of the proceeding [~~without petitioner consent~~] upon respondent's sole request shall be granted, the case shall be assigned by the administrative judge to a trial ready part and such trial shall commence as soon as practicable and continue day to day until completed. [~~There shall be no stay granted of such trial without an order to respondent to pay rent or use and occupancy due pursuant to this subdivision and rent or use and occupancy as it becomes due.~~

~~(iii)~~] (ii) The court [~~shall not~~] may extend any time provided for such deposit under this subdivision [~~without the consent of the petitioner~~] for good cause shown.

[~~(iv)~~] (iii) Upon the entry of the final judgment in the proceeding such deposits shall be credited against any judgment amount awarded and, without further order of the court, be paid in accordance with the judgment.

[~~(v) The provisions of this paragraph requiring the deposit of rent or use and occupancy as it becomes due shall not be waived by the court.~~

~~(d)~~] (e) The court may dismiss any summary proceeding without prejudice and with costs to the respondent by reason of excessive adjournments requested by the petitioner.

[~~(e) The provisions of this subdivision shall not be construed as to deprive a respondent of a trial of any defenses or counterclaims in a separate action if such defenses or counterclaims are dismissed without prejudice.~~]

(f) Under no circumstances shall the respondent's failure or inability to pay use and occupancy as ordered by the court constitute a basis to dismiss any of the respondent's defenses or counterclaims, with or without prejudice to their assertion in another forum.

§ 18. Section 747-a of the real property actions and proceedings law is REPEALED.

§ 19. Section 749 of the real property actions and proceedings law, as added by chapter 312 of the laws of 1962, subdivision 2 as amended by chapter 205 of the laws of 2018 and subdivision 3 as amended by chapter 192 of the laws of 1975, is amended to read as follows:

§ 749. Warrant. 1. Upon rendering a final judgment for petitioner, the court shall issue a warrant directed to the sheriff of the county or to any constable or marshal of the city in which the property, or a portion thereof, is situated, or, if it is not situated in a city, to any constable of any town in the county, describing the property, **stating the earliest date upon which execution may occur pursuant to the order of the court,** and commanding the officer to remove all persons[~~, and, except where the case is within section 715, to put the petitioner into full possession~~] **named in the proceeding, provided upon a showing of good cause, the court may issue a stay of re-letting or renovation of the premises for a reasonable period of time**.

2. (a) The officer to whom the warrant is directed and delivered shall give at least [~~seventy-two hours~~] **fourteen days'** notice, [~~excluding any period which occurs on a Saturday, Sunday or a public holiday,~~] in writing and in the manner prescribed in this article for the service of a notice of petition, to the person or persons to be evicted or dispossessed and shall execute the warrant **on a business day** between the hours of sunrise and sunset.

(b) Such officer shall check such property for the presence of a companion animal prior to executing such warrant and coordinate with such person or persons to be evicted or dispossessed to provide for the safe and proper care of such companion animal or animals. If such persons to be evicted or dispossessed cannot be found after reasonable efforts are made to coordinate with such persons, or if such person is found and declines to take possession of such animal or animals, such officer shall promptly coordinate with the duly incorporated humane society, duly incorporated society for the prevention of cruelty to animals or pound maintained by or under contract or agreement with the municipality in which the animal was found for the safe removal of such companion animal or animals. Such officer shall make reasonable efforts to provide notice to the person or persons to be evicted regarding the location of such companion animal or animals. Disposition of such companion animal or animals shall be in accordance with the provisions of sections one hundred seventeen and three hundred seventy-four of the agriculture and markets law, and all other laws, rules and regulations that govern the humane treatment of animals. "Companion animal," as used in this paragraph, shall have the same meaning as provided in subdivision five of section three hundred fifty of the agriculture and markets law.

3. [~~The issuing of a warrant for the removal of a tenant cancels the agreement under which the person removed held the premises, and annuls the relation of landlord and tenant, but nothing~~] **Nothing** contained herein shall deprive the court of the power to **stay or** vacate such warrant for good cause shown prior to the execution thereof**, or to restore the tenant to possession subsequent to execution of the warrant. In a judgment for non-payment of rent, the court shall vacate a warrant upon tender or deposit with the court of the full rent due at any time prior to its execution, unless the petitioner establishes that the tenant withheld the rent due in bad faith**. Petitioner may recover by action any sum of money which was payable at the time when the special proceeding was commenced and the reasonable value of the use and occupation to the time when the warrant was issued, for any period of time with respect to which the agreement does not make any provision for payment of rent.

§ 20. Subdivision 4 of section 751 of the real property actions and proceedings law is REPEALED.

§ 21. Section 753 of the real property actions and proceedings law, as added by chapter 312 of the laws of 1962, the section heading as amended, subdivision 4 as added and subdivision 5 as renumbered by chapter 870 of the laws of 1982 and subdivision 1 as amended by chapter 305 of the laws of 1963, is amended to read as follows:

§ 753. Stay [~~where tenant holds over~~] in premises occupied for dwelling purposes [~~in city of New York~~]. 1. In a proceeding to recover the possession of premises [~~in the city of New York~~] occupied for dwelling purposes, other than a room or rooms in an hotel, lodging house, or rooming house, [~~upon the ground that the occupant is holding over and continuing in possession of the premises after the expiration of his term and without the permission of the landlord, or, in a case where a new lessee is entitled to possession, without the permission of the new lessee,~~] the court, on application of the occupant, may stay the issuance of a warrant and also stay any execution to collect the costs of the proceeding for a period of not more than [~~six months~~] **one year**, if it appears that the premises are used for dwelling purposes; that the application is made in good faith; that the applicant cannot within the neighborhood secure suitable premises similar to those occupied by [~~him~~] **the applicant** and that [~~he~~] **the applicant** made due and reasonable efforts to secure such other premises, or that by reason of other facts it would occasion extreme hardship to [~~him or his~~] **the applicant or the applicant's** family if the stay were not granted. **In determining whether refusal to grant a stay would occasion extreme hardship, the court shall consider serious ill health, significant exacerbation of an ongoing condition, a child's enrollment in a local school, and any other extenuating life circumstances affecting the ability of the applicant or the applicant's family to relocate and maintain quality of life. The court shall consider any substantial hardship the stay may impose on the landlord in determining whether to grant the stay or in setting the length or other terms of the stay. In an application brought outside a city of one million or more, the term "neighborhood" shall be construed to mean (i) the same town, village or city where the applicant now resides, or (ii) if the applicant has school aged children residing with him or her, "neighborhood" shall mean the school district where such children attend or are eligible to attend.**

2. Such stay shall be granted and continue effective only upon the condition that the person against whom the judgment is entered shall make a deposit in court of the entire amount, or such installments thereof from time to time as the court may direct, for the occupation of the premises for the period of the stay, at the rate for which [~~he~~] **the applicant** was liable as rent for the month immediately prior to the expiration of [~~his~~] **the applicant's** term or [~~tenency~~] **tenancy**, plus such additional amount, if any, as the court may determine to be the difference between such rent and the reasonable rent or value of the use and occupation of the premises; such deposit [~~shall~~] **may** also include all rent unpaid by the occupant prior to the period of the stay. The amount of such deposit shall be determined by the court upon the application for the stay and such determination shall be final and conclusive in respect to the amount of such deposit, and the amount thereof shall be paid into court, in such manner and in such installments, if any, as the court may direct. A separate account shall be kept of the amount to the credit of each proceeding, and all such payments shall be deposited in a bank or trust company and shall be subject to the check of the clerk of the court, if there be one, or otherwise of the court. The clerk of the court, if there be one, and otherwise the court shall pay to the land-

lord or [~~his~~] the landlord's duly authorized agent, the amount of such deposit in accordance with the terms of the stay or the further order of the court.

3. The provisions of this section shall not apply to a proceeding [~~where the petitioner shows to the satisfaction of the court that he desires in good faith to recover the premises for the purpose of demolishing same with the intention of constructing a new building, plans for which new building shall have been duly filed and approved by the proper authority; nor shall it apply to a proceeding~~] to recover possession upon the ground that an occupant is holding over and is objectionable if the landlord shall establish by competent evidence to the satisfaction of the court that such occupant is objectionable.

4. In the event that such proceeding is based upon a claim that the tenant or lessee has breached a provision of the lease, the court shall grant a [~~ten~~] thirty day stay of issuance of the warrant, during which time the respondent may correct such breach.

5. Any provision of a lease or other agreement whereby a lessee or tenant waives any provision of this section shall be deemed against public policy and void.

§ 22. Section 756 of the real property actions and proceedings law, as added by chapter 913 of the laws of 1965, is amended to read as follows:

§ 756. Stay of summary proceedings or actions for rent under certain conditions. In the event that utilities are discontinued in any part of a [~~multiple~~] dwelling because of the failure of the landlord or other person having control of said [~~multiple~~] dwelling to pay for utilities for which he may have contracted, any proceeding to dispossess a tenant from said building or an action against any tenant of said building for rent shall be stayed until such time as the landlord or person having control of said [~~multiple~~] dwelling pays the amount owing for said utilities and until such time as the utilities are restored to working order.

§ 23. The real property actions and proceedings law is amended by adding a new section 757 to read as follows:

§ 757. Eviction as the result of foreclosure. In the event that a lessee is removed from real property pursuant to this article, and the leased real property was the subject of a foreclosure proceeding pursuant to this chapter or the subject of a tax foreclosure proceeding, the court records relating to any such lessee shall be sealed and be deemed confidential. No disclosure or use of such information relating to any such lessee shall be authorized, and the use of such information shall be prohibited.

§ 24. The real property actions and proceedings law is amended by adding a new section 768 to read as follows:

§ 768. Unlawful eviction. 1. (a) It shall be unlawful for any person to evict or attempt to evict an occupant of a dwelling unit who has lawfully occupied the dwelling unit for thirty consecutive days or longer or who has entered into a lease with respect to such dwelling except to the extent permitted by law pursuant to a warrant of eviction or other order of a court of competent jurisdiction or a governmental vacate order by:

(i) using or threatening the use of force to induce the occupant to vacate the dwelling unit; or

(ii) engaging in a course of conduct which interferes with or is intended to interfere with or disturb the comfort, repose, peace or quiet of such occupant in the use or occupancy of the dwelling unit, to

induce the occupant to vacate the dwelling unit including, but not limited to, the interruption or discontinuance of essential services; or

(iii) engaging or threatening to engage in any other conduct which prevents or is intended to prevent such occupant from the lawful occupancy of such dwelling unit or to induce the occupant to vacate the dwelling unit including, but not limited to, removing the occupant's possessions from the dwelling unit, removing the door at the entrance to the dwelling unit; removing, plugging or otherwise rendering the lock on such entrance door inoperable, or changing the lock on such entrance door without supplying the occupant with a key.

(b) It shall be unlawful for an owner of a dwelling unit to fail to take all reasonable and necessary action to restore to occupancy an occupant of a dwelling unit who either vacates, has been removed from or is otherwise prevented from occupying a dwelling unit as the result of any of the acts or omissions prescribed in paragraph (a) of this subdivision and to provide to such occupant a dwelling unit within such dwelling suitable for occupancy, after being requested to do so by such occupant or the representative of such occupant, if such owner either committed such unlawful acts or omissions or knew or had reason to know of such unlawful acts or omissions, or if such acts or omissions occurred within seven days prior to such request.

2. Criminal and civil penalties. (a) Any person who intentionally violates or assists in the violation of any of the provisions of this section shall be guilty of a class A misdemeanor. Each such violation shall be a separate and distinct offense.

(b) Such person shall also be subject to a civil penalty of not less than one thousand nor more than ten thousand dollars for each violation. Each such violation shall be a separate and distinct offense. In the case of a failure to take all reasonable and necessary action to restore an occupant pursuant to paragraph (b) of subdivision one of this section, such person shall be subject to an additional civil penalty of not more than one hundred dollars per day from the date on which restoration to occupancy is requested until the date on which restoration occurs, provided, however, that such period shall not exceed six months.

§ 25. The section heading and subdivision 1 of section 7-108 of the general obligations law, as added by chapter 917 of the laws of 1984, are amended and a new subdivision 1-a is added to read as follows:

[~~Liability of a grantee or assignee for deposits~~] Deposits made by tenants [~~upon conveyance~~] of non-rent stabilized dwelling units. 1. This section shall apply to all dwelling units [~~with written leases~~] in residential premises [~~containing six or more dwelling units and to all dwelling units subject to the city rent and rehabilitation law or the emergency housing rent control law~~], unless such dwelling unit is specifically referred to in section 7-107 of this [~~chapter~~] title.

1-a. Except in dwelling units subject to the city rent and rehabilitation law or the emergency housing rent control law, continuing care retirement communities licensed pursuant to article forty-six or forty-six-A of the public health law, assisted living providers licensed pursuant to article forty-six-B of the public health law, adult care facilities licensed pursuant to article seven of the social services law, senior residential communities that have submitted an offering plan to the attorney general, or not-for-profit independent retirement communities that offer personal emergency response, housekeeping, transportation and meals to their residents:

(a) No deposit or advance shall exceed the amount of one month's rent under such contract.

(b) The entire amount of the deposit or advance shall be refundable to the tenant upon the tenant's vacating of the premises except for an amount lawfully retained for the reasonable and itemized costs due to non-payment of rent, damage caused by the tenant beyond normal wear and tear, non-payment of utility charges payable directly to the landlord under the terms of the lease or tenancy, and moving and storage of the tenant's belongings. The landlord may not retain any amount of the deposit for costs relating to ordinary wear and tear of occupancy or damage caused by a prior tenant.

(c) After initial lease signing but before the tenant begins occupancy, the landlord shall offer the tenant the opportunity to inspect the premises with the landlord or the landlord's agent to determine the condition of the property. If the tenant requests such inspection, the parties shall execute a written agreement before the tenant begins occupancy of the unit attesting to the condition of the property and specifically noting any existing defects or damages. Upon the tenant's vacating of the premises, the landlord may not retain any amount of the deposit or advance due to any condition, defect, or damage noted in such agreement. The agreement shall be admissible as evidence of the condition of the premises at the beginning of occupancy only in proceedings related to the return or amount of the security deposit.

(d) Within a reasonable time after notification of either party's intention to terminate the tenancy, unless the tenant terminates the tenancy with less than two weeks' notice, the landlord shall notify the tenant in writing of the tenant's right to request an inspection before vacating the premises and of the tenant's right to be present at the inspection. If the tenant requests such an inspection, the inspection shall be made no earlier than two weeks and no later than one week before the end of the tenancy. The landlord shall provide at least forty-eight hours written notice of the date and time of the inspection. After the inspection, the landlord shall provide the tenant with an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the tenant's deposit. The tenant shall have the opportunity to cure any such condition before the end of the tenancy. Any statement produced pursuant to this paragraph shall only be admissible in proceedings related to the return or amount of the security deposit.

(e) Within fourteen days after the tenant has vacated the premises, the landlord shall provide the tenant with an itemized statement indicating the basis for the amount of the deposit retained, if any, and shall return any remaining portion of the deposit to the tenant. If a landlord fails to provide the tenant with the statement and deposit within fourteen days, the landlord shall forfeit any right to retain any portion of the deposit.

(f) In any action or proceeding disputing the amount of any amount of the deposit retained, the landlord shall bear the burden of proof as to the reasonableness of the amount retained.

(g) Any person who violates the provisions of this subdivision shall be liable for actual damages, provided a person found to have willfully violated this subdivision shall be liable for punitive damages of up to twice the amount of the deposit or advance.

§ 26. Subdivision 1 of section 212 of the judiciary law is amended by adding a new paragraph (x) to read as follows:

(x) Not permit the unified court system to sell any data regarding judicial proceedings related to residential tenancy, rent or eviction to any third party. Such prohibition includes data collected, stored or

utilized by any third-party vendors who have contracts with the unified court system.

§ 27. 1. (a) There is hereby created a temporary commission to be known as the "New York state temporary commission on housing security and tenant protection," which shall be charged with studying the impacts of the statewide housing security and tenant protection act of 2019 on tenants, landlords, and the court system, and recommending the implementation of legislation, regulations and rules to further improve tenant protections in New York.

(b) The commission shall consist of ten members: (i) the commissioner of housing and community renewal shall serve ex officio; (ii) three members shall be appointed by the governor, one of whom shall be an attorney with significant housing court experience employed by a not-for-profit legal services firm, one of whom shall be a landlord, and one of whom shall be a retired judge or justice of the unified court system with significant experience in housing court; (iii) two members shall be appointed by the temporary president of the senate; (iv) one member shall be appointed by the minority leader of the senate; (v) two members shall be appointed by the speaker of the assembly; and (vi) one member shall be appointed by the minority leader of the assembly. The commissioner of housing and community renewal shall serve as the chair of the commission. Vacancies in the commission shall be filled in the same manner as the members whose vacancy is being filled was appointed.

(c) The members of the commission shall receive no compensation for their services as members, but shall be allowed their actual and necessary expenses incurred in the performance of their duties. No member of the commission shall be disqualified from holding any other public office or employment, nor shall he or she forfeit any such office or employment by reason of his or her appointment pursuant to this section, notwithstanding the provisions of any general, special or local law, regulation, ordinance or city charter.

2. To the maximum extent feasible, the commission shall be entitled to request and receive and shall utilize and be provided with such facilities, resources and data of any department, division, board, bureau, committee, agency or public authority of the state or any political subdivision thereof as it may reasonably request to properly carry out its powers and duties pursuant to this act.

3. On or before December 31, 2022, the commission shall transmit to the governor, the legislature, and the chief administrator of the courts a report containing its findings and recommendations. The commissioner of housing and community renewal shall post the report on its website. Upon the making of its report, the commission shall be deemed dissolved.

§ 28. Severability. If any provision of this act, or any application of any provision of this act, is held to be invalid, that shall not affect the validity or effectiveness of any other provision of this act, or of any other application of any provision of this act, which can be given effect without that provision or application; and to that end, the provisions and applications of this act are severable.

§ 29. This act shall take effect immediately and shall apply to actions and proceedings commenced on or after such effective date; provided, however, that sections three, six and seven shall take effect on the one hundred twentieth day after this act shall have become a law; provided, further, that section twenty-five of this act shall take effect on the thirtieth day after this act shall have become a law and shall apply to any lease or rental agreement or renewal of a lease or rental agreement entered into on or after such date; and, provided,

further, section five of this act shall take effect on the thirtieth day after this act shall have become a law.

PART N

Section 1. Section 352-eeee of the general business law, as added by chapter 555 of the laws of 1982, subdivision 3 as amended by chapter 685 of the laws of 1988, is amended to read as follows:

§ 352-eeee. Conversions to cooperative or condominium ownership in the city of New York. 1. As used in this section, the following words and terms shall have the following meanings:

(a) "Plan". Every offering statement or prospectus submitted to the department of law pursuant to section three hundred fifty-two-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article two, eight or eleven of the private housing finance law.

(b) "Non-eviction plan". A plan which may not be declared effective until written purchase agreements have been executed and delivered for at least [~~fifteen~~] fifty-one percent of all dwelling units in the building or group of buildings or development by bona fide tenants [~~in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family intend to occupy the unit when it becomes vacant. As to tenants~~] who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing[~~, the~~]. The purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(c) "Eviction plan". A plan which, submitted prior to the effective date of the chapter of the laws of two thousand nineteen that amended this section, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which may not be declared effective until at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(d) "Purchaser under the plan". A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) "Non-purchasing tenant". A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) "Eligible senior citizens". Non-purchasing tenants who are sixty-two years of age or older on the date the plan is submitted to the department of law or on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the plan is submitted to the department of law or on the date the attorney general has accepted

the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

(g) "Eligible disabled persons". Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on **the date the plan is submitted to the department of law or on** the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of **the date the plan is submitted to the department of law or on** the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

2. The attorney general shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this [~~chapter~~] **article** has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the attorney general stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the attorney general for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effective until written purchase agreements have been executed and delivered for at least [~~fifteen~~] **fifty-one** percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy [~~or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy~~] on the date a letter was issued by the attorney general accepting the plan for filing[~~, the~~] **for which** purchase agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) **No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.**

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such person's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(vii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building or group of buildings or development to cooperative or [~~condominimum~~] **condominium** ownership shall continue to be subject thereto.

[~~(iv)~~] **(viii)** The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan

has been accepted for filing by the attorney general shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

[~~(v)~~] (ix) The plan may not be amended at any time to provide that it shall be an eviction plan.

[~~(vi)~~] (x) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

[~~(vii)~~] (xi) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been [~~filed~~] accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or [~~is~~] abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of [~~the~~] bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development [~~subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant as of the date of such statement and~~] on the date the offering statement or prospectus was accepted for filing by the attorney general who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(xii) The tenants in occupancy on the date the attorney general accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the attorney general, during which time a tenant's dwelling unit shall not be shown to a third party unless he or she has, in writing, waived his or her right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in

good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of (1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and (2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such person's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth [~~**days**~~] **day** after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any

exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the attorney general accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the attorney general, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(e) The attorney general finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the department of law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the department of law. "Excessive" shall mean a vacancy rate in excess of the greater of (i) ten percent and (ii) a percentage that is double the normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceding the date the offering statement or prospectus was first submitted to the department of law.

(f) The attorney general finds that, following the submission of the offering statement or prospectus to the department of law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the department of law for filing. Such notice shall be accompanied by a copy of the offering statement or prospectus and a statement that the statements submitted pursuant to subparagraph [~~(vii)~~] **(xi)** of paragraph (c) [~~or subparagraph (vii) of paragraph (d)~~] of this subdivision, whichever is applicable, will be available for inspection and copying at the office of the department of law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the department of law, during normal business hours, upon written request made by them to

the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the department of law.

3. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers, at which time the cooperative corporation or the condominium association shall assume responsibility for the provision of all services and facilities required by law on a non-discriminatory basis.

4. It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The attorney general may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

5. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

6. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

7. **The attorney general is hereby authorized and empowered to adopt, promulgate, amend and rescind suitable rules and regulations to carry out the provisions of this section, including issuing waivers of the requirements of this section to the extent the requirements would not carry out the intent of this section or the Martin Act.**

8. The provisions of this section shall only be applicable in the city of New York.

§ 2. This act shall take effect immediately and shall only apply to plans submitted pursuant to section 352-eeee of the general business law after the effective date of this act.

PART O

Section 1. Legislative findings. The legislature finds and declares that:

a. Manufactured homes are a critical source of affordable housing for residents in New York state.

b. Factors unique to home ownership in manufactured home parks in New York state require that the owners of such manufactured homes be

protected from involuntary forfeiture of their homes due to unreasonable increases in lot rent.

c. Homeownership in such manufactured home parks differs from other forms of homeownership as well as from the traditional landlord-tenant relationship. Unlike other homeowners, because the manufactured homeowners do not control the land on which their manufactured homes exist, they have no control over this substantial portion of their housing costs.

d. Vacancies in existing manufactured home parks are extremely rare in New York state, and the cost of relocating a manufactured home, even if such a vacancy exists, is prohibitively high and may not be feasible due to the structural integrity of the home.

e. The manufactured homeowners' lack of bargaining power disrupts the normal operation of market forces and renders such manufactured homeowners captive to whatever terms a manufactured home park owner may choose to impose. This results in manufactured homeowners being evicted because of manufactured home parks' rents they can no longer afford, and as a result, losing their manufactured home and the equity they have built altogether because there is not an alternative site on which to place such home.

f. Under current law, manufactured homeowners who rent in manufactured home parks have no legal remedy for an unjustifiable and unreasonable rent increase.

g. The legislature therefore declares that in order to prevent hardship, unjustifiable rent increases, loss of equity, and the dislocation of residents living in manufactured home parks, the provisions of this act are necessary to protect the safety and general welfare of manufactured home owners and tenants.

§ 2. Subdivision a of section 233 of the real property law is amended by adding two new paragraphs 6 and 7 to read as follows:

6. The term "rent-to-own contract" shall mean any agreement between a manufactured home park owner or operator and a manufactured home renter which provides that after a specified term or other contingency the manufactured home renter will take ownership of the rented home.

7. The term "rent-to-own payment" shall mean any payment or payments made by a manufactured home renter pursuant to a rent-to-own contract which are in addition to rental payments for the rented site and the rented home.

§ 3. Paragraphs 1 and 6 of subdivision b of section 233 of the real property law, paragraph 1 as amended by chapter 566 of the laws of 1996 and paragraph 6 as amended by chapter 561 of the laws of 2008, are amended to read as follows:

[~~1. The manufactured home tenant continues in possession of any portion of the premises after the expiration of his term without the permission of the manufactured home park owner or operator.~~]

6. (i) The manufactured home park owner or operator proposes a change in the use of the land comprising the manufactured home park, or a portion thereof, on which the manufactured home is located, from manufactured home lot rentals to some other use, provided the manufactured home owner is given written notice of the proposed change of use and the manufactured home owner's need to secure other accommodations. Whenever a manufactured home park owner or operator gives a notice of proposed change of use to any manufactured home owner, the manufactured home park owner or operator shall, at the same time, give notice of the proposed change of use to all other manufactured home owners **or tenants** in the manufactured home park who will be required to secure other accommo-

dations as a result of such proposed change of use. Eviction proceedings based on a change in use shall not be commenced prior to [~~six months~~] **two years** from the service of notice of proposed change in use [~~or the end of the lease term, whichever is later~~]. Such notice shall be served in the manner prescribed in section seven hundred thirty-five of the real property actions and proceedings law or by certified mail, return receipt requested.

(ii) Where a purchaser of a manufactured home park certified that such purchaser did not intend to change the use of the land pursuant to paragraph (b) of subdivision two of section two hundred thirty-three-a of this article, no eviction proceedings based on a change of use shall be commenced until the expiration of sixty months from the date of the closing on the sale of the park.

(iii) (A) The manufactured home park owner or operator shall provide the manufactured home owner a stipend of up to fifteen thousand dollars per manufactured home owner, pursuant to a court order. A warrant for eviction cannot be executed until the stipend has been paid to the manufactured home owner being evicted.

(B) The court shall calculate the stipend based upon consideration of the following factors:

(1) The cost of relocation of the manufactured home;

(2) The number of manufactured homes in the same park that would be receiving a stipend;

(3) The amount the real property is being purchased for;

(4) The value of the real property the manufactured home is located on;

(5) The value of the development rights attached to real property parcel the manufactured home is located on; and

(6) Any other factors the court determines are relevant in each case.

(C) In the event the manufactured home owner is not removed and the eviction proceeding is terminated the manufactured home owner shall return the stipend to the park owner. The weight to be afforded to each of the various factors is within the discretion of the trial court.

§ 4. Subdivision e of section 233 of the real property law, as amended by chapter 566 of the laws of 1996, is amended to read as follows:

e. Leases. 1. The manufactured home park owner or operator shall offer every manufactured home tenant prior to occupancy, the opportunity to sign a lease for a minimum of one year, which offer shall be made in writing. **All lease offers, including initial and renewal leases, shall include a rider regarding tenant rights. Such rider shall be in a form approved or promulgated by the commissioner of housing and community renewal and which shall be made available to manufactured home park owners and operators.**

2. (i) On or before, as appropriate, (a) the first day of October of each calendar year with respect to a manufactured home owner [~~then in good standing~~] who is not currently a party to a written lease with a manufactured home park owner or operator or (b) the ninetieth day next preceding the expiration date of any existing written lease between a manufactured home owner [~~then in good standing~~] and a manufactured home park owner or operator, the manufactured home park owner or operator shall submit to each such manufactured home owner a written offer to lease for a term of at least twelve months from the commencement date thereof unless the manufactured home park owner or operator has previously furnished the manufactured home owner with written notification of a proposed change of use pursuant to paragraph six of subdivision b of this section. Any such offer shall include a copy of the proposed lease

containing such terms and conditions, including provisions for rent and other charges, as the manufactured home park owner shall deem appropriate; provided such terms and conditions are consistent with all rules and regulations promulgated by the manufactured home park operator prior to the date of the offer and are not otherwise prohibited or limited by applicable law. Such offer shall also contain a statement advising the manufactured home owner that if he or she fails to execute and return the lease to the manufactured home park owner or operator within thirty days after submission of such lease, the manufactured home owner shall be deemed to have declined the offer of a lease and shall not have any right to a lease from the manufactured home park owner or operator for the next succeeding twelve months.

[~~(ii) For purposes of this paragraph, a manufactured home owner shall be deemed in good standing if he or she is not in default in the payment of more than one month's rent to the manufactured home park owner, and is not in violation of paragraph three, four or five of subdivision b of this section. No manufactured home park owner or operator shall refuse to provide a written offer to lease based on a default of rent payments or a violation of paragraph three, four or five of subdivision b of this section unless, at least thirty days prior to the last date on which the owner or operator would otherwise be required to provide such written offer to lease, the owner or operator notifies the manufactured home owner, in writing, of the default in rent or the specific grounds constituting the violation and such grounds continues up and until the fifth calendar day immediately preceding the last date on which the written offer would otherwise be required to be made.~~

~~(iii)~~] (ii) For purposes of this paragraph, the commencement date of any lease offered by the manufactured home park owner to the manufactured home owner shall be the ninetieth day after the date upon which the manufactured home park owner shall have provided the offer required pursuant to this paragraph; provided, however, that no such lease shall be effective if, on such commencement date, the manufactured home owner is in default of more than one month's rent. In the event the manufactured home owner shall have failed to execute and return said lease to the manufactured home park owner or operator within thirty days after it is submitted to the manufactured home owner as required by subparagraph (i) of this paragraph the manufactured home owner shall be deemed to have declined to enter said lease.

3. No lease provision shall be inconsistent with any rule or regulation in effect at the commencement of the lease.

4. If a manufactured home park owner or operator fails to offer a tenant a lease as provided in this subdivision, the tenant shall have all the rights of a leaseholder and may not be evicted for other than the reasons specified in paragraph two, three, four, five or six of subdivision (b) of this section.

5. All rent increases, including all fees, rents, charges, assessments and utilities, shall be subject and pursuant to section two hundred thirty-three-b of this article.

§ 5. Paragraphs 2 and 3 of subdivision g of section 233 of the real property law, as amended by chapter 566 of the laws of 1996, are amended to read as follows:

2. A manufactured home park owner or operator shall be required to fully disclose in writing all fees, charges, assessments, including rental fees, rules and regulations prior to [~~a manufactured home tenant assuming occupancy~~] entering into a rental agreement with a prospective tenant in the manufactured home park.

3. No fees, charges, assessments or rental fees may be increased by manufactured home park owner or operator without specifying the date of implementation of said fees, charges, assessments or rental fees which date shall be no less than ninety days after written notice to all manufactured home tenants. Failure on the part of the manufactured home park owner or operator to fully disclose all fees, charges or assessments shall prevent the manufactured home park owner or operator from collecting said fees, charges or assessments, and refusal by the manufactured home tenant to pay any undisclosed charges shall not be used by the manufactured home park owner or operator as a cause for eviction in any court of law. **Rent, utilities and charges for facilities and services available to the tenant may not be increased unless a lease has been offered to the tenant as required by subdivision e of this section.**

§ 6. Subdivision m of section 233 of the real property law, as amended by chapter 566 of the laws of 1996, is amended to read as follows:

m. Warranty of habitability, maintenance, disruption of services. In every written or oral lease or rental agreement entered into by a manufactured home tenant, the manufactured home park owner or operator shall be deemed to covenant and warrant that the premises so leased or rented and the manufactured home if rented**, including rental through a rent-to-own contract,** and all areas used in connection therewith in common with other manufactured home tenants or residents including all roads within the manufactured home park are fit for human habitation and for the uses reasonably intended by the parties and that the occupants of such premises and such manufactured homes if rented shall not be subjected to any conditions which would be dangerous, hazardous or detrimental to their life, health or safety. When any such condition has been caused by the misconduct of the manufactured home tenant or lessee or persons under his direction or control, it shall not constitute a breach of such covenants and warranties. The rights and obligations of the manufactured home park owner or operator and the manufactured home tenant shall be governed by the provisions of this subdivision and subdivisions two and three of section two hundred thirty-five-b of this article.

§ 7. Subdivision o of section 233 of the real property law, as amended by chapter 566 of the laws of 1996, is amended to read as follows:

o. Whenever a lease shall provide that in any action or summary proceeding the manufactured home park owner or operator may recover attorney's fees and/or expenses [~~incurred as the result of the failure of the tenant to perform any covenant or agreement contained in such lease, or that amounts paid by the manufactured home park owner or operator therefor shall be paid by the tenant as additional rent~~] **awarded by a court**, there shall be implied in such lease a covenant by the manufactured home park owner or operator, to pay to the tenant the reasonable attorney's fees and/or expenses incurred by the tenant to the same extent as is provided in section two hundred thirty-four of this article which section shall apply in its entirety. **A manufactured home park owner or operator may not demand that a tenant pays attorneys' fees unless such fees have been awarded pursuant to a court order.**

§ 8. Subdivision r of section 233 of the real property law, as amended by chapter 566 of the laws of 1996, is amended to read as follows:

r. Limitation on late charges. A late charge on any rental payment by a manufactured home owner which has become due and remains unpaid shall not exceed and shall be enforced to the extent of [~~five~~] **three** percent of such delinquent payment; provided, however, that no charge shall be imposed on any rental payment by a manufactured home owner received within ten days after the due date. In the absence of a specific

provision in the lease or the manufactured home park's rules and regulations, no late charge on any delinquent rental payment shall be assessed or collected. **Late charges may not be compounded and shall not be considered additional rent.**

§ 9. Section 233 of the real property law is amended by adding a new subdivision y to read as follows:

y. 1. No manufactured home park owner or operator shall offer or execute a rent-to-own contract unless the manufactured park owner or operator possesses documentation of ownership of the manufactured home, including a certificate of title to the home, if the home is a manufactured home subject to being titled pursuant to article forty-six of the vehicle and traffic law, or for mobile homes not subject to being titled pursuant to such law, such other documentation, which may include a bill of sale, or deed, sufficient to establish ownership.

2. Every rent-to-own contract shall be in writing and clearly state all terms, including but not limited to: a description of the home to be leased, including the name of the manufacturer, the serial number and the year of manufacture; the site number upon which the home is located in the manufactured home park; an itemized statement of any payments to be made during the term of the contract, including the initial lot rent, the rental amount for the home, and the amount of the rent-to-own payments; the term of the agreement; the number of payments, itemized, required to be made over the term of the agreement; the annual percentage rate of the amount financed, if applicable; and the amount of any additional fees to be paid during the term. A rent-to-own contract shall not require a manufactured home tenant to pay any additional fees for transfer of ownership at the end of the lease period. A rent-to-own contract shall provide that where the rent-to-own tenant pays all rent-to-own payments and other fees established in the contract during the lease term, title transferred at the end of the lease term shall be free of superior interests, liens or encumbrances.

3. Valuations used to determine the fair market value of the manufactured home at the time the rent-to-own contract is entered into, shall be based on the information provided by an independent system, entity, publication or publications that provide valuation information for manufactured homes adjusted, as appropriate, by reasonable and identifiable regional market data, such as location, park-specific amenities, trends and comparable sales.

4. Every rent-to-own contract shall clearly state that the manufactured home tenant is occupying a rented home, until ownership is transferred, and that the manufactured home park owner and operator shall be responsible for compliance with the warranty of habitability, including but not limited to all major repairs and capital improvements.

5. With the execution of every rent-to-own contract, the manufactured home park owner or operator shall offer the manufactured home tenant a lease for the site on which the home is located as provided in subdivision f of this section, and, if the term of the rent-to-own contract is longer than the term of the initial site lease, shall offer renewal leases on the same terms as provided to manufactured home tenants within the park pursuant to subdivision e of this section, provided that such renewal lease may not include a rent increase greater than that imposed on similarly situated manufactured home tenants that own their home within the park.

6. The manufactured home park owner or operator shall provide each manufactured home tenant who is a party to a rent-to-own contract an itemized accounting listing all payments made pursuant to the rent-to-

own contract. Such accounting shall be provided no less than once each year, beginning one year from the execution of the rent-to-own contract. Upon request by a manufactured home tenant, the manufactured home park owner or operator shall provide such an accounting within ten days of such request.

7. Any successor to ownership of the manufactured home park shall be bound by the terms of a rent-to-own contract entered into after the effective date of this subdivision.

8. If a manufactured home tenant's tenancy is terminated by the manufactured home park owner or operator during the term of a rent-to-own contract, all rent-to-own payments made during the term of the contract shall be refunded to the manufactured home tenant; if a manufactured home park owner or operator fails to refund such payments, in an eviction proceeding, the court may award the manufactured home renter damages in the amount of the rent-to-own payments which have not been refunded.

9. It is a violation of this section for a manufactured home park owner or operator to make any material misrepresentation, either written or oral, regarding any of the terms of a rent-to-own contract, or to obtain, or attempt to obtain, a waiver from any manufactured home renter of any protection or right provided under this subdivision.

10. (i) If a manufactured home park owner or operator violates the provisions of this subdivision or wrongfully evicts a manufactured home tenant who is a party to a rent-to-own contract, a court may award damages including treble the economic damages suffered by the manufactured home tenant, which may include all rent-to-own payments. The court may also provide for reasonable attorney fees and costs of litigation, and other equitable relief.

(ii) Failure of the manufactured home park owner or operator to comply with this section shall give the manufactured home renter the unconditional right to cancel the rent-to-own contract and receive immediate refund of all payments and deposits made on account of or in contemplation of the lease with the rent-to-own contract.

11. The provisions of this section apply to rent-to-own contracts and tenants with rent-to-own contracts.

§ 10. Paragraphs (a) and (c) of subdivision 2 of section 233-a of the real property law, as added by chapter 561 of the laws of 2008, are amended to read as follows:

(a) If a manufactured home park owner receives a bona fide offer to purchase a manufactured home park that such manufactured home park owner intends to accept, or respond with a counteroffer, such manufactured home park owner shall require the prospective purchaser to provide, in writing, the certification required by paragraph (b) of this subdivision, and shall not accept any offer to purchase, nor respond with a counteroffer until such manufactured home park owner has received such certification and met the requirements of this section.

(c) If a manufactured home park owner takes any action to market or offer the park for sale, or receives a bona fide offer to purchase a manufactured home park that such manufactured home park owner intends to accept or respond to with a counteroffer, [~~such counteroffer~~] a manufactured home park owner shall include a notice stating that such acceptance or counteroffer shall be subject to the right of the homeowners of the manufactured home park to purchase the manufactured home park pursuant to this subdivision. Notwithstanding any provision of law or agreement to the contrary, every [~~acceptance of a counteroffer~~] agreement to purchase a manufactured home park by a prospective purchaser of a manu-

factured home park shall be [~~deemed to be~~] subject to the right of the homeowners of the manufactured home park to purchase the manufactured home park pursuant to this subdivision if the purchaser certifies pursuant to paragraph (b) of this subdivision that he or she intends to change the use of the land.

§ 11. The first subdivision 3 of section 233-a of the real property law, as added by chapter 561 of the laws of 2008, is amended to read as follows:

3. (a) If a manufactured home park owner receives a bona fide offer to purchase a manufactured home park that such manufactured home park owner intends to accept or respond to with a counteroffer, and the purchaser has certified pursuant to paragraph (b) of subdivision two of this section that he intends to change the use of the land, such manufactured home park owner shall notify:

(i) the officers of the manufactured homeowners' association within such park of [~~the offer to purchase and~~] all the terms thereof; provided that the park owner has been notified of the establishment of a manufactured homeowners' association and been provided with the names and addresses of the officers of such association; or

(ii) if no homeowners' association exists, all manufactured homeowners in the manufactured home park**; and**

(iii) the commissioner of housing and community renewal.

(b) The manufactured home park owner's notification shall state**:**

(i) the price [~~and~~]**;**

(ii) the material terms and conditions of sale [~~or, in the case where such manufactured home park owner intends to make a counteroffer, the price and material terms and conditions~~] upon which such manufactured home park owner would sell the park**;**

(iii) that the manufactured homeowners have the right to organize a manufactured homeowners' association or a manufactured homeowners' cooperative for the park;

(iv) that purchase financing may be available through the New York state homes and community renewal; and

(v) that the manufactured homeowners' association, a cooperative, or manufactured home owners or tenants have one hundred forty days to exercise their right to purchase the park in accordance with this section.

(c) (i) If a manufactured homeowners' association exists at the time of the offer, the association shall have the right to purchase the park; provided that the association shall have delivered to the manufactured home park owner an executed offer to purchase which meets the identical price, terms, and conditions of the offer or counteroffer provided in the notice of the manufactured home park owner within one hundred [~~twenty~~] **forty** days of receipt of notice from the manufactured home park owner, unless otherwise agreed to in writing. **During this time period, the park owner shall not accept a final unconditional offer to purchase the park.**

(ii) If an offer to purchase by the association is not delivered within such one hundred [~~twenty~~] **forty** day period, then, unless the park owner thereafter elects to offer to sell the park at a price lower than the price specified in the notice to the homeowners' association or at terms substantially different from those presented to the association, the park owner has no further obligations under this section.

(iii) If the park owner, after such one hundred [~~twenty~~] **forty** day period, elects to offer to sell the park at a price lower than the price specified in the notice given or at terms substantially different from those previously presented to the association, then the association

shall be entitled to notice thereof and shall have an additional [~~ten~~] **thirty** days after receipt of notice of the revised terms to deliver to the park owner an executed offer to purchase which meets the revised price, terms, and conditions as presented by the park owner.

(d) (i) If there is no existing homeowners' association at the time of the offer, the homeowners shall have the right to purchase the park; provided the following conditions are met:

(A) The manufactured homeowners shall have the right to form a manufactured homeowners' association, whether incorporated or not.

(B) Such homeowners' association shall include at least fifty-one percent of all manufactured homeowners, who shall have given written consent to forming a manufactured homeowners' association. The provisions of section two hundred twenty-three-b of this article shall apply to the formation of a manufactured homeowners' association.

(C) The association, acting through its officers, shall have given notice to the park owner of its formation, the names and addresses of its officers, and delivered an executed offer to purchase the park at the identical price, terms, and conditions of the offer presented in the notification given by the park owner within one hundred [~~twenty~~] **forty** days of receipt of notice from the park owner, unless otherwise agreed to in writing. **During this time period, the park owner shall not accept a final unconditional offer to purchase the park.**

(ii) If the homeowners fail to form a manufactured homeowners' association, or if upon the formation of a manufactured homeowners' association, the association does not deliver an executed offer to purchase as set forth in paragraph (a) of this subdivision within the one hundred [~~twenty~~] **forty** day period, then, unless the park owner elects to offer the park at a price lower than the price specified in the notice previously presented to the homeowners, the park owner has no further obligation under this section; and

(iii) If the park owner thereafter elects to sell the park at a price lower than the price specified in the notice to the homeowners or at terms substantially different from those previously presented, then the association shall have an additional [~~ten~~] **thirty** days after receipt of notice of the revised terms to deliver to the park owner an executed offer to purchase which meets the revised price, terms, and conditions as presented by the park owner.

§ 12. The real property law is amended by adding a new section 233-b to read as follows:

§ 233-b. Manufactured home parks; rent increases. 1. The provisions of this section shall apply to all manufactured homes located in a manufactured home park as defined in section two hundred thirty-three of this article, however manufactured homes located in manufactured home parks that are subject to a regulatory agreement with a governmental entity to preserve affordable housing or that otherwise limits rent increases are exempt from the provisions of this section.

2. Increases in rent shall not exceed a three percent increase above the rent since the current rent became effective. In this section, rent shall mean all costs, including all rent, fees, charges, assessments, and utilities. Notwithstanding the above, a manufactured home park owner is permitted to increase the rent in excess of three percent above the rent since the current rent became effective, due to:

(a) Increases in the manufactured home park owner's operating expenses.

(b) Increases in the manufactured home park owner's property taxes on such park.

(c) Increases in costs which are directly related to capital improvements in the park.

3. An increase above three percent may be challenged by an aggrieved manufactured homeowner as unjustified. Multiple aggrieved manufactured homeowners may join in the same action where there is a common question of law and fact.

4. Within ninety days of the proposed increase, an aggrieved manufactured homeowner may challenge such increase by filing an action in the court of appropriate subject matter jurisdiction where the real property is located seeking a declaratory judgment that the rent increase is unjustifiable.

5. In any proceeding under this section there shall be an irrebuttable presumption that a rent increase is justifiable when the amount of such increase does not exceed the tenant's pro-rata share in operating costs and property taxes for the manufactured home park in which the manufactured home owner resides.

6. (a) In determining whether a rent increase is permissible, the court shall consider the provisions of paragraphs (a), (b) and (c) of subdivision two of this section. Notwithstanding the above, rent increases shall not exceed six percent above the rent since the current rent became effective, except upon the approval of a temporary hardship application by the court. In addition to the provisions of this paragraph and paragraphs (b) and (c) of this subdivision the court shall take into account the following factors when determining whether to grant a temporary hardship application:

(i) The amount of increase being sought by the park owners;

(ii) The ability of the manufactured home owner to pay such increase including whether the increase would have an unreasonable adverse impact on the manufactured home owner;

(iii) The amount of time and notice the manufactured home owner may need in order to pay a temporary rent increase;

(iv) The duration the park owners intend for the temporary rent increase to last;

(v) The cause of the hardship the rent increase is being requested to alleviate, including whether the hardship was due to owner negligence and malfeasance;

(vi) The ability of the park owners to utilize other means besides a rent increase to alleviate said hardship;

(vii) The likelihood that the property the manufactured home park is located on will go into foreclosure if a temporary rent increase above six percent is not granted;

(viii) Any other factor that will jeopardize the ability of the park to legally operate.

(b) A court order approving a temporary hardship application shall state for each manufactured home owner:

(i) The amount of the rent increase;

(ii) The date the rent increase is to take effect;

(iii) The date the increase is to end;

(iv) The amount the rent will return to; and

(v) The court's findings as to the factors necessitating a temporary increase.

(c) Upon a finding by the court that the manufactured home park should be granted a hardship exemption, the amount of any rent increase shall be the minimum amount to alleviate the hardship. An order granting a temporary rent increase shall not exceed six months. The order must be served on the manufactured home owners and all known legal tenants

pursuant to the rules of civil procedure within thirty days of the court order, the cost of which shall be on the manufactured home park owner.

7. The court may condition its approval of any rent increase upon the redress of conditions in the manufactured home park which threaten the health and safety of the manufactured home tenant.

8. While a challenge to a rent increase pursuant to this section is pending, manufactured home park tenants shall pay the amount of the rent increase to the manufactured home park owner who shall hold such amounts in escrow pending a mediated agreement between the parties or a final decision from the courts, provided, however, that no manufactured home park tenant shall be evicted for non-payment of the rent increase prior to the final disposition of the matter by the court in the county where the manufactured home park is located. Failure by the manufactured home park owner to place such challenged rent increase in escrow shall be punishable by a civil penalty of not more than five hundred dollars. If the petitioners appeal, the manufactured home park owner may remove the rent increase funds from escrow, mingle such funds with any other funds, and commence a nonpayment proceeding in the court of appropriate jurisdiction against a tenant who has not paid the increase of rent. If the court enters a final judgment declaring the rent increases or any part thereof unjustifiable and impermissible, the manufactured home park owner shall refund the amount of the impermissible increase to each tenant household.

§ 13. Severability. If any provision of this act, or any application of any provision of this act, is held to be invalid, that shall not affect the validity or effectiveness of any other provision of this act, or of any application of any provision of this act, which can be given effect without that provision or application; and to that end, the provisions and applications of this act are severable.

§ 14. This act shall take effect on the thirtieth day after it shall have become a law.

§ 2. Severability clause. If any clause, sentence, paragraph, subdivision, section or part of this act shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the legislature that this act would have been enacted even if such invalid provisions had not been included herein.

§ 3. This act shall take effect immediately provided, however, that the applicable effective date of Parts A through O of this act shall be as specifically set forth in the last section of such Parts.

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MEMORANDUM

TO: **City of Beacon City Council**

FROM: **Nicholas M. Ward-Willis**

RE: **Housing Stability & Tenant Protection Act of 2019**

DATE: **June 21, 2019**

On June 14, 2019, the Governor signed into law the Housing Stability & Tenant Protection Act of 2019. The very basic summary is that the law amended the Emergency Tenant Protection Act ("ETPA") and amended the Real Property Law ("RPL") and Real Property Actions and Proceedings Law ("RPAPL"), the laws regulating landlord/tenant relationships in New York (this memo does not discuss in detail changes to the RPL or RPAPL, but highlights some significant amendments). One of the significant provisions was to amend the ETPA so that it applies statewide as opposed to just applying to New York City, Westchester, Rockland and Nassau Counties. As the Council wishes to discuss the ETPA and the 2019 Act at its workshop on Monday, June 24th, we are providing some background information to help frame the Council's discussion. This law pertains to Rent Stabilization and not Rent Control (view this link to read about the differences between the two: HERE.)

Amendments to the ETPA

The City Administration has been reviewing the law and having discussions with Anne Saylor, Community Development Administrator, Dutchess County Planning and Development, to discuss implementation of the law. The ETPA is overseen by the New York State Department of Housing and Community Renewal ("DHCR") and Ms. Saylor has been having discussions with that Department, which advises that municipalities should wait until the DHCR has had an opportunity to review the law and prepare guidance as to its implementation. Therefore, while the City waits for guidance from DHCR, we suggest the Council discuss the scope of the law and the process to enact the ETPA provisions.

As regards the scope of the law, the ETPA does not apply to buildings containing less than six (6) units; rent controlled apartments; motor courts; tourist homes; nonprofit units; housing supervised by the government; and housing within buildings completed after 1973. There is also an exception that provides the ETPA does not apply to housing accommodations in buildings substantially rehabilitated as family units on or after January 1, 1974. In essence, the ETPA only applies to buildings built before January 1, 1974 which contain six or more dwelling units and have not been substantially rehabilitated as family units after January 1, 1974. It does not apply to buildings built after 1974 and, as an example, it does not apply to the recent buildings that have been constructed within the City.

The Administration has requested the Building Department provide an estimated inventory of the number of units that would be subject to ETPA if it were enacted within the City.

Prior to adopting ETPA within a municipality, the municipality must conduct a survey of the class of rentals it seeks to regulate to determine if there exists a vacancy of less than 5%. The Administration understands that this survey could cost in the range of $10,000. For example, some municipalities determine to increase the unit count of units regulated, such as a number greater than 6 units (Mt. Kisco regulates buildings containing 16 or more units; Croton – 50, Mt. Vernon - 6). If there is a vacancy of 5% or more, then ETPA may not be enacted. Note that ETPA ends once the vacancy rate exceeds five (5%) percent. The municipality pays the cost of administering ETPA within its community, but can charge regulated units an annual fee of $10 per unit.

The last municipality to adopt the ETPA within its community was the Village of Ossining in September 2018. The Village's housing study can be viewed HERE. Additionally, view this link to the DHCR webpage containing information pertaining to the adopted ETPA in Ossining HERE. However, in February, 2019, the Village voted to repeal and replace ETPA within Ossining and modified ETPA to apply to buildings with 20 or more units and excluding buildings with 20 or more units that have agreements with the Village to set aside at a minimum 20% of their units as affordable units (as defined in the resolution adopted on February 25, 2019, a copy of which is included in the agenda packet). Landlords in Ossining sued the Village in October, 2018 and on May 8, 2019, the Court granted the Village's motion to dismiss the lawsuit. A Notice of Appeal was filed.

If a municipality finds that its rental vacancy is less than 5%, then it can introduce a local law and hold a public hearing. While the law requires municipalities conduct a formal vacancy survey, it can be informative to look at existing rental vacancy rate data. The most recent census rental vacancy rate for the City of Beacon is 6.8% (2017 ACS 5YR). As a comparison, Ossining's most recent census vacancy rate is 3.0% and their survey, which covered a smaller subset of units than the census, found a comparable rate of 3.06%.

Once the municipality has adopted ETPA, if another municipality within the county has not yet adopted ETPA, the DHCR Commissioner will create a County Guidelines Board consisting of nine (9) members, upon the recommendations of the local legislative body of each municipality which has determined the existence of an emergency, to promulgate the applicable limitations on rental increases based upon its findings. The recommendation must be made within thirty (30) days of the first local declaration of an emergency within the county. The Board shall consist of two representatives of tenants, two representatives of owners, and five public members with at least five years' experience in finance, economics or housing. Members, officers, and employees of municipal rent regulation agencies, the state division of housing and community renewal, persons who own or manage real estate covered by the law and officers of any owner or tenant organization are not permitted to serve on the rent guidelines board. Subsequent to any local declaration of emergency within the county, the Commissioner shall reconstitute the existing rent guidelines board to ensure representation of all municipalities within the county. The County Guidelines Board sets

guidelines for rent adjustments annually based upon several factors including economic condition of the market; prevailing and projected taxes and other costs; supply of housing accommodations versus vacancy rates; living indices etc.

It should be noted that ETPA does not change the amount of rent presently charged to a tenant. Rather, ETPA, through the County Guidelines, regulates the increases in rent offered on a renewal to a tenant or the rent offered to a new tenant should a unit become vacant. It is not the purpose of this memo to go into detail explaining how rents are regulated, how vacancy and renewal rents are determined and the various restrictions attendant thereto. There are sufficient resources on the internet that adequately explain how ETPA operates.

Amendments to the RPL and RPAPL

Although we are still reviewing the seventy-four (74) page law, the following highlights some of the amendments to the RPL and RPAPL that may be of interest and is offered for informational purposes only and not as legal advice:

- Landlords cannot require more than one (1) months' rent as security deposit.
- Warranty of habitability is amended to include a duty to repair.
- Limits application fees
- Bans the use of "tenant blacklists."
- Requires notice of rent increase upon renewal or notice of non-renewal of lease to be provided anywhere between 30 – 90 days based upon tenure of Tenant's occupancy of unit.
- Opportunity to cure for non-payment of rent (Rent demands) increased from 3 days to 14 days.
- Warrant of Eviction stayed fourteen (14) days after service of Warrant (was previously 72 hours).
- Establishes a stay of eviction based on hardship. Courts may stay an eviction for up to one year if the tenant can demonstrate that they cannot find similar housing in the neighborhood and that the eviction would produce some kind of hardship like limiting their access to healthcare or requiring children to change school districts in the middle of the school year. The hardship provision applies to eviction for any purpose, including nonpayment of rent. This provision used to apply to NYC only and was for 6 months. Tenant required to pay rent into Court.

- Time frames for service of Summary Proceeding and Answering Petition increased.

ecc: Anthony Ruggiero, M.P.A., City Administrator
John Clarke, City Planner

City of Beacon Workshop Agenda
6/24/2019

Title:

Discussion Regarding Danskammer Energy LLC Resolution

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Commenting on the Danskammer Buildout Proposal from Council Person Kyriacou	Resolution
Danskammer Resolution from Keane & Beane	Resolution

CITY COUNCIL

Resolution No. _____ of 2019

RESOLUTION COMMENTING ON THE DANSKAMMER BUILDOUT PROPOSAL

WHEREAS, Danskammer Energy, LLC ("Danskammer"), seeks a permit through the State's Article 10 power plant siting process to build and operate a new gas-fired power plant with a potential generating capacity of 525-575 megawatts on the shores of the Hudson River in the Town of Newburgh, referred to as the Facility Repowering Project, and

WHEREAS, the City Council has received and reviewed presentations on the proposed Facility Repowering Project from Danskammer and from Scenic Hudson, and received public comments from residents expressing concerns and opposition to the project; and

WHEREAS, the current power plant located at the site operates only when electric generation demand reaches a peak so that it operates about 5%-10% of the year to meet peak power demand; and

WHEREAS, when the current plant was in full operation, it was the largest single source of air pollution in the Hudson Valley, and a major contributor to the area's "D" rating in air quality from the American Lung Association [confirm]; and

WHEREAS, the new power plant would operate year-round as a base load facility and if built would have a decades-long lifespan; and

WHEREAS, the new facility would use an air cooled-condensing system which will eliminate use of the Hudson River's water for cooling; and

WHEREAS, the new power plant would use fracked natural gas as its primary fuel, with provisions to use ultra-low sulfur diesel (ULSD) for up to 30 days as a back-up fuel; and

WHEREAS, New York State banned fracking to protect our health and protect the climate, but this facility would use fracked gas, which is especially dangerous to air and water quality of the communities outside of New York from which it is extracted, and the City of Beacon does not seek increased harms on any community, including outside of New York State; and

WHEREAS, fugitive methane from fracking, pipelines, compressor stations and other transport is a highly potent greenhouse gas; and

WHEREAS, gas-powered plants produce pollution that harms local air quality and the public's health through release of contaminates; and

WHEREAS, children, the elderly and anyone with a pre-existing health condition affecting their lungs, such as asthma or emphysema, are especially vulnerable; and

WHEREAS, the new gas-powered plant operating at baseload capacity would produce pollution

that will fuel the growing climate crisis, contrary to the interests of the City of Beacon and in contradiction to the State's Energy Plan and Clean Energy Standard of 50% renewable energy generation to be available on the electric grid by 2030, which Governor Cuomo more recently increased to 100% by 2040; and

WHEREAS, the city recognizes the critical economic importance of local construction and permanent jobs at living wages; and

WHEREAS, Danskammer has filed a Preliminary Scoping Statement with the Siting Board, which informs the Siting Board, other public agencies, and communities about the project, including a description of the proposed facility, potential environmental and health impacts, proposed studies to evaluate those impacts, proposed mitigation measures and reasonable alternatives to the project; and

WHEREAS, Danskammer will conduct various studies to identify and evaluate the potential impacts of a project on the environment, public health, and other public interest factors; and

WHEREAS, after the public involvement program and preliminary scoping statement are filed, Danskammer must then submit a formal Article 10 application to the Siting Board, which includes the same information as the preliminary scoping statement but in greater detail; and

WHEREAS, the City Council recognizes that Danskammer is at the beginning of the approval process and must still hire experts, conduct various planned studies, file its Article 10 application, and conduct public hearings before obtaining final approval to construct the project.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon based on the information currently before it, opposes the construction of a new power plant on the Hudson Riven in the Mid-Hudson Valley; noting that the Council will fully and objectively take into account any new and additional information provided by way of the full formal Article 10 application process; and further noting that for a positive recommendation, such additional information would have to demonstrate the statewide necessity of such additional power capacity, as well as the statewide inability to provide any alternative timely sources with lesser impacts on air quality and economic harm in less populated areas..

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon urges Governor Cuomo and the Power Plant Siting Board convened under Article 10 of the State Public Service Law to consider the concerns stated herein as well as the city's current stance regarding a new power plant in the Hudson Valley when considering Danskammer's proposal to build and operate a larger, new facility.

BE IT FURTHER RESOLVED, that the City Council of the City of Beach urges Governor Cuomo and New York State to focus economic development resources into the Hudson Valley to provide living wage jobs for the construction and operation of clean power generation, brownfield clean-up, or other appropriate economic development projects in an area with the physical beauty, extensive tourism assets and population as has the Hudson Valley.

BE IT FURTHER RESOLVED, that the City Clerk of the City of Beacon is directed to submit this statement to the Public Service Commission and to send a copy of this resolution to

Governor Andrew Cuomo.

CITY COUNCIL

Resolution No. _____ of 2019

RESOLUTION COMMENTING ON THE DANSKAMMER BUILDOUT PROPOSAL

WHEREAS, Danskammer Energy, LLC ("Danskammer"), seeks a permit through the State's Article 10 power plant siting process to build and operate a new gas-fired power plant with a potential generating capacity of 525-575 megawatts on the shores of the Hudson River in the Town of Newburgh, referred to as the Facility Repowering Project, and

WHEREAS, the City Council has received and reviewed presentations on the proposed Facility Repowering Project from Danskammer and from Scenic Hudson, and received public comments from residents expressing concerns and opposition to the project; and

WHEREAS, the current power plant located at the site operates only when electric generation demand reaches a peak so that it operates about 5%-10% of the year to meet peak power demand; and

WHEREAS, the new power plant will operate year-round as a base load facility, and

WHEREAS, the new facility will use an air cooled-condensing system which will eliminate use of the Hudson River's water for cooling; and

WHEREAS, the new power plant will use fracked natural gas as its primary fuel, with provisions to use ultra-low sulfur diesel (ULSD) for up to 30 days as a back-up fuel; and

WHEREAS, New York State banned fracking to protect our health and protect the climate, but this facility would use fracked gas, which is especially dangerous to air and water quality of the communities outside of New York from which it is extracted, and the City of Beacon does not seek increased harms on any community, including outside of New York State; and

WHEREAS, fugitive methane from fracking, pipelines, compressor stations and other transport is a highly potent greenhouse gas; and

WHEREAS, gas-powered plants produce pollution that harms local air quality and the public's health through release of contaminates; and

WHEREAS, children, the elderly and anyone with a pre-existing health condition affecting their lungs, such as asthma or emphysema, are especially vulnerable; and

WHEREAS, the new gas-powered plant operating at baseload capacity will produce pollution that will fuel the growing climate crisis, contrary to the interests of the City of Beacon and in contradiction to the State's Energy Plan and Clean Energy Standard of 50% renewable energy generation to be available on the electric grid by 2030, which Governor Cuomo more recently increased to 100% by 2040; and

WHEREAS, Danskammer has filed a Preliminary Scoping Statement with the Siting Board, which informs the Siting Board, other public agencies, and communities about the project, including a description of the proposed facility, potential environmental and health impacts, proposed studies to evaluate those impacts, proposed mitigation measures and reasonable alternatives to the project; and

WHEREAS, Danskammer will conduct various studies to identify and evaluate the potential impacts of a project on the environment, public health, and other public interest factors; and

WHEREAS, after the public involvement program and preliminary scoping statement are filed, Danskammer must then submit a formal Article 10 application to the Siting Board, which includes the same information as the preliminary scoping statement but in greater detail; and

WHEREAS, the City Council recognizes that Danskammer is at the beginning of the approval process and must still hire experts, conduct various planned studies, file its Article 10 application, and conduct public hearings before obtaining final approval to construct the project.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon urges Governor Cuomo and the Power Plant Siting Board convened under Article 10 of the State Public Service Law to consider the concerns stated herein when considering Danskammer's proposal to build and operate a larger, new facility.

BE IT FURTHER RESOLVED, that the City Clerk of the City of Beacon is directed to submit this statement to the Public Service Commission and to send a copy of this resolution to Governor Andrew Cuomo.

City of Beacon Workshop Agenda
6/24/2019

Title:

Discussion Regarding Verizon's Application at 110 Howland Avenue

Subject:

Background:

ATTACHMENTS:

Description	Type
Memorandum from Keane and Beane Regarding 110 Howland Avenue	Cover Memo/Letter
City of Beacon Planning Board Response	Cover Memo/Letter
Dutchess County Planning Response Regarding 110 Howland	Cover Memo/Letter
Application Regarding 110 Howland Avenue	Application
110 Howland Avenue Visual Analysis	Application

KEANE & BEANE P.C.
ATTORNEYS AT LAW

■ Main Office
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868

■ Mid-Hudson Office
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120

■ New York City Office
505 Park Avenue
New York, NY 10022
Phone 646.794.5747

NICHOLAS M. WARD-WILLIS
Principal Member
nward-willis@kblaw.com
Also Admitted in CT

June 20, 2019

VIA EMAIL [SOLSON@YOUNGSOMMER.COM]

Scott Olson, Esq.
Young/Sommer, LLC
Executive Woods
Five Palisades Drive
Albany, NY 12205

Re: Verizon Wireless Applications for Small Cell Wireless Telecommunication Facilities in the City of Beacon
(110 Howland Avenue)

Dear Scott:

After Monday's public hearing on Verizon's application to install a small cell wireless facility at 110 Howland Avenue and after the meeting, a question was raised by a City Council member to me as to whether the height of the support structure can be reduced to a height less than the proposed height. As currently proposed, the wood pole is to be installed at a height of 52 feet, with the centerline of the proposed antennas to be located at a height of 50 feet. Please examine and advise the Council as to the lowest height 1) the pole and 2) the antennae can be installed that would still accomplish Verizon's objections. The City Council is looking for an answer to this question before it makes a final determination on the application and prior to its review of this matter at Monday night's work session, if that is possible.

The City Council is aware that its consultant, HDR requested an alternate height coverage map for antennas at a centerline height of 40 feet, compared to the 50 foot height proposed. This alternate height coverage map demonstrated that coverage is diminished at the 40 foot centerline height. However, the additional information provided by Verizon at that time failed to shed any light on whether Verizon could achieve adequate coverage if the antennas are installed at a centerline height greater than 40 feet but less than 50 feet and a corresponding reduction in the height of the pole.

Based on initial discussions with Mike Musso from HDR, it is believed that the antenna height may be able to be reduced down from the 50 ft. centerline without impacting coverage and capacity objectives. However, we understand Verizon needs to assess its network capability and complete a technical review (RF analysis) to

determine if a decrease in antenna height is feasible. The City Council requests Verizon complete the required analysis and provide additional alternate height coverage maps for antennas mounted at varying centerline heights ranging between 41 and 50 feet to determine and demonstrate what the maximum lowest height could be to achieve Verizon's network objectives. We believe that for consistency in the application filings, it is best for Verizon's RF engineers to create the alternate height coverage maps and associated narrative on this height analysis. However, if Verizon does not want to provide the City with this information, the City will ask HDR to provide guidance on this issue, and opine on whether decreasing the pole and antennas – even by a few feet – appears feasible.

Very truly yours,

Nicholas M. Ward-Willis

NMW/

ecc: Anthony Ruggiero, City Administrator
John Clarke, City Planner
Michael Musso, Consulting Engineer

Memorandum

Planning Board

TO: Mayor Randy Casale and City Council Members

FROM: Planning Board Chairman Gunn and Planning Board Members

RE: City Council Request for Report and Recommendation
110 Howland Avenue Wireless Facility

DATE: March 14, 2019

At the March 12, 2019 Planning Board meeting, members reviewed and discussed the proposed wireless facility at 110 Howland Avenue with City Planner John Clarke and City Attorney Jennifer Gray. Attorney Scott Olsen, representing Verizon, also provided an overview of the proposal to install a 52 ft. high wooden utility pole with a panel antenna at the top and equipment at its base. Members reviewed the proposed location and photo simulations and after much consideration recommended a 6 ft. high fence, made of the same materials as the nearby garbage enclosure, be constructed to surround the facility. In addition members agreed with Mr. Clarke's suggestion that evergreens be planted near the edge of the property to screen the view from the house that has a clear view of the tower.

Should you have any questions or require additional information, please feel free to contact me.

MARCUS J. MOLINARO
COUNTY EXECUTIVE

EOIN WRAFTER, AICP
COMMISSIONER

COUNTY OF DUTCHESS
DEPARTMENT OF PLANNING AND DEVELOPMENT

March 18, 2019

city council

To: Planning Board, City of Beacon
Re: Referral #ZR19-065, Verizon Small Cell Facility Installation Special Permit
Parcel: 6054-14-347464, 110 Howland Avenue

The Dutchess County Department of Planning and Development has reviewed the subject referral within the framework of General Municipal Law (Article 12B, §239-l/m).

ACTION
The applicant is seeking a special permit to construct a 52 foot tall wooden pole with two proposed antennas within a 102 square foot lease area.

COMMENTS
The City should inquire whether moving the tower further east, closer to the Mt. Beacon tree line, would better camouflage the proposed tower without significantly impeding the RF signal.

RECOMMENDATION
The Department recommends that the Board rely upon its own study of the facts in the case with due consideration of the above comments.

Eoin Wrafter, AICP
Commissioner
By

Jennifer F. Cocozza
Deputy Commissioner

PLANNING BOARD
CITY OF BEACON, DUTCHESS COUNTY, NEW YORK

In the Matter of the Application of

CELLCO PARTNERSHIP
d/b/a Verizon Wireless

Proposed Wooden Pole – 110 Howland Avenue
City of Beacon, Dutchess County, New York

APPLICATION FOR SPECIAL USE PERMIT and ROSENBERG WAIVER RELIEF and STATEMENT OF INTENT

Submitted by:

Verizon Wireless
Kathy Pomponio, Real Estate Manager
1275 John Street Suite 100
West Henrietta, New York 14586
(585) 321-5435

EBI Engineering PC
Alex Giannaras, P.E.
36 British American Blvd, Suite 101
Latham, New York 12110
(518) 783-1630

Airosmith Development
Andrea Armstrong, Site Acquisition Specialist
32 Clinton Street
Saratoga Springs NY 12866
(518) 527-0011

Young/Sommer LLC
Scott P. Olson, Esq.
Executive Woods
Five Palisades Drive
Albany, New York 12205
(518) 438-9907

Dated: November 23, 2018

APPLICATION FOR SPECIAL USE PERMIT

Submit to Planning Board Secretary, One Municipal Plaza, Suite One, Beacon, New York 12508

IDENTIFICATION OF APPLICANT

Name: Orange County - Poughkeepsie Limited Partnership d/b/a Verizon Wireless

Address: 1275 John St., Suite 100

West Henrietta, NY 14586

Signature: Scott Olson, Attorney

Date: 11/19/18

Phone: 518-527-6813

(For Official Use Only)

	Date	Initials
Application & Fee Rec'd		
Initial Review		
PB Public Hearing		
Sent to City Council		
City Council Workshop		
City Council Public Hearing		
City Council Approve/Disapprove		

IDENTIFICATION OF REPRESENTATIVE / DESIGN PRFESSIONAL

Name: Young Sommer LLC (Attn. Scott Olson)

Address: 5 Palisades Dr.

Albany NY 12205

Phone: 518-527-6813

Fax: 518-438-9914

Email address: Solson@youngsommer.com

IDENTIFICATION OF SUBJECT PROPERTY:

Property Address: 110 Howland Ave.

Tax Map Designation: Section 6054 Block 14 Lot(s) 347464

Land Area: Approx. 6 Acres Zoning District(s) R1-20

DESCRIPTION OF PROPOSED DEVELOPMENT:

Proposed Use: Installation and operation of Small Cell Facility

Gross Non-Residential Floor Space: Existing N/A Proposed N/A

TOTAL: N/A

Dwelling Units (by type): Existing N/A Proposed N/A

TOTAL: N/A

ITEMS TO ACCOMPANY THIS APPLICATION

a. Five (5) **folded** copies and One (1) digital copy of a site location sketch showing the location of the subject property and the proposed development with respect to neighboring properties and developments.

b. Five (5) **folded** copies and One (1) digital copy of the proposed site development plan, consisting of sheets, showing the required information as set forth on the back of this form and other such information as deemed necessary by the City Council or the Planning Board to determine and provide for the property enforcement of the Zoning Ordinance.

c. Five (5) **folded** copies and One (1) digital copy of additional sketches, renderings or other information.

d. An application fee, payable to the City of Beacon, computed per the attached fee schedule.

e. An initial escrow amount, payable to the City of Beacon, as set forth in the attached fee schedule.

INFORMATION TO BE SHOWN ON SITE LOCATION SKETCH

a. Property lines, zoning district boundaries and special district boundaries affecting all adjoining strets and properties, including properties located on the opposite sides of adjoining streets.
b. Any reservations, easements or other areas of public or special use which affect the subject property.
c. Section, block and lot numbers written on the subject property and all adjoining properties, including the names of the record owners of such adjoining properties.

INFORMATION TO BE SHOWN ON THE SITE DEVELOPMENT PLAN

a. Title of development, date and revision dates if any, north point, scale, name and address of record owner of property, and of the licensed engineer, architect, landscape architect, or surveyor preparing the site plan.
b. Existing and proposed contours at a maximum vertical interval of two (2) feet.
c. Location and identification of natural features including rock outcrops, wooded areas, single trees with a caliper of six (6) or more inches measured four (4) feet above existing grade, water bodies, water courses, wetlands, soil types, etc.
d. Location and dimensions of all existing and proposed buildings, retaining walls, fences, septic fields, etc.
e. Finished floor level elevations and heights of all existing and proposed buildings.
f. Location, design, elevations, and pavement and curbing specifications, including pavement markings, of all existing and proposed sidewalks, and parking and truck loading areas, including access and egress drives thereto.
g. Existing pavement and elevations of abutting streets, and proposed modifications.
h. Location, type and design of all existing and proposed storm drainage facilities, including computation of present and estimated future runoff of the entire tributary watershed, at a maximum density permitted under existing zoning, based on a 100 year storm.
i. Location and design of all existing and proposed water supply and sewage disposal facilities.
j. Location of all existing and proposed power and telephone lines and equipment, including that located within the adjoining street right-of-way. All such lines and equipment must be installed underground.
k. Estimate of earth work, including type and quantities of material to be imported to or removed from the site.
l. Detailed landscape plan, including the type, size, and location of materials to be used.
m. Location, size, type, power, direction, shielding, and hours of operation of all existing and proposed lighting facilities.
n. Location, size, type, and design of all existing and proposed business and directional signs.
o. Written dimensions shall be used wherever possible.
p. Signature and seal of licensed professional preparing the plan shall appear on each sheet.
q. Statement of approval, in blank, as follows:

Approved by Resolution of the Beacon Planning Board
on the _____ day of _____, 20_____
subject to all conditions as stated therein

_____ _____
Chairman, City Planning Board **Date**

APPLICATION PROCESSING RESTRICTION LAW

Affidavit of Property Owner

Property Owner: Ability Beyond Disability; Verizon Wireless is Applicant

If owned by a corporation, partnership or organization, please list names of persons holding over 5% interest.

Orange County - Poughkeepsie Limited Partnership d/b/a Verizon Wireless; Verizon Wireless of the East LP; and Cellco Partnership

List all properties in the City of Beacon that you hold a 5% interest in:

Verizon Wireless = Ø

Applicant Address: 1275 John St., Suite 100, West Henrietta, NY 14586

Project Address: 110 Howland Avenue

Project Tax Grid # 6054-14-347464

Type of Application Special Use Permit

Please note that the property owner is the applicant. "Applicant" is defined as any individual who owns at least five percent (5%) interest in a corporation or partnership or other business.

I, Scott Olson, Attorney for Verizon Wireless, the undersigned ~~owner~~ Applicant of the above referenced property, hereby affirm that I have reviewed my records and verify that the following information is true.

1. No violations are pending for ANY parcel owned by me situated within the City of Beacon — Y
2. Violations are pending on a parcel or parcels owned by me situated within the City of Beacon — N
3. ALL tax payments due to the City of Beacon are current — Y
4. Tax delinquencies exist on a parcel or parcels owned by me within the City of Beacon — N
5. Special Assessments are outstanding on a parcel or parcels owned by me in the City of Beacon — N
6. ALL Special Assessments due to the City of Beacon on any parcel owned by me are current — Y

, Attorney for Applicant

Signature of ~~Owner~~

Attorney

Title if owner is corporation

Office Use Only:	NO	YES	Initial
Applicant has violations pending for ANY parcel owned within the City of Beacon (Building Dept.)	___	___	____
ALL taxes are current for properties in the City of Beacon are current (Tax Dept.)	___	___	____
ALL Special Assessments, i.e. water, sewer, fines, etc. are current (Water Billing)	___	___	____

CITY OF BEACON
SITE PLAN SPECIFICATION FORM

Name of Application: Howland Micro - Verizon Wireless

PLEASE INDICATE WHETHER THE SITE PLAN DRAWINGS SHOW THE SUBJECT INFORMATION BY PLACING A CHECK MARK IN THE APPROPRIATE BOXES BELOW.		
	YES	**NO**
The site plan shall be clearly marked "Site Plan", it shall be prepared by a legally certified individual or firm, such as a Registered Architect or Professional Engineer, and it shall contain the following information:	✓	
LEGAL DATA		
Name and address of the owner of record.	✓	
Name and address of the applicant (if other than the owner).	✓	
Name and address of person, firm or organization preparing the plan.	✓	
Date, north arrow, and written and graphic scale.	✓	
NATURAL FEATURES		
Existing contours with intervals of two (2) feet, referred to a datum satisfactory to the Planning Board.	N/A	
Approximate boundaries of any areas subject to flooding or stormwater overflows.	N/A	
Location of existing watercourses, wetlands, wooded areas, rock outcrops, isolated trees with a diameter of eight (8) inches or more measured three (3) feet above the base of the trunk, and any other significant existing natural features.	N/A	
EXISTING STRUCTURES, UTILITIES, ETC.		
Outlines of all structures and the location of all uses not requiring structures. Paved areas, sidewalks, and vehicular access between the site and public streets.	✓	
Locations, dimensions, grades, and flow direction of any existing sewers, culverts, water lines, as well as other underground and above ground utilities within and adjacent to the property.	N/A	
Other existing development, including fences, retaining walls, landscaping, and screening.	✓	
Sufficient description or information to define precisely the boundaries of the property.	✓	
The owners of all adjoining lands as shown on the latest tax records.	✓	
The locations, names, and existing widths of adjacent streets and curb lines.	✓	
Location, width, and purpose of all existing and proposed easements, setbacks, reservations, and areas dedicated to private or public use within or adjacent to the properties.	✓	

PROPOSED DEVELOPMENT	YES	NO
The location, use and design of proposed buildings or structural improvements.	✓	
The location and design of all uses not requiring structures, such as outdoor storage (if permitted), and off-street parking and unloading areas.	✓	
Any proposed division of buildings into units of separate occupancy.	✓	
The location, direction, power, and time of use for any proposed outdoor lighting.	✓	
The location and plans for any outdoor signs.		✓
The location, arrangement, size(s) and materials of proposed means of ingress and egress, including sidewalks, driveways, or other paved areas.	✓	
Proposed screening and other landscaping including a planting plan and schedule prepared by a qualified individual or firm.	N/A	
The location, sizes and connection of all proposed water lines, valves, and hydrants and all storm drainage and sewer lines, culverts, drains, etc.	N/A	
Proposed easements, deed restrictions, or covenants and a notation of any areas to be dedicated to the City.	N/A	
Any contemplated public improvements on or adjoining the property.	N/A	
Any proposed new grades, indicating clearly how such grades will meet existing grades of adjacent properties or the street.	N/A	
Elevations of all proposed principal or accessory structures.	N/A	
Any proposed fences or retaining walls.	✓	
MISCELLANEOUS		
A location map showing the applicant's entire property and adjacent properties and streets, at a convenient scale.	✓	
Erosion and sedimentation control measures.	N/A	
A schedule indicating how the proposal complies with all pertinent zoning standards, including parking and loading requirements.	N/A	
An indication of proposed hours of operation.	N/A	
If the site plan only indicates a first stage, a supplementary plan shall indicate ultimate development.	✓	

For all items marked "NO" above, please explain below why the required information has not been provided:

The proposal involves the installation and operation of a new small cell facility (i.e. a new wooden utility pole) on privately-owned property. The project is minor in nature and similar to existing utility poles located within the surrounding area.

Applicant/Sponsor Name: Verizon Wireless

Signature: Attorney for Applicant

Date: 11/19/18

FOR OFFICE USE ONLY
Application #

CITY OF BEACON

1 Municipal Plaza, Beacon, NY

Telephone (845) 838-5000 · http://cityofbeacon.org/

ENTITY DISCLOSURE FORM

(This form must accompany every land use application and every application for a building permit or certificate of occupancy submitted by any person(s))

Disclosure of the names and addresses of all persons or entities owning any interest or controlling position of any Limited Liability Company, Partnership, Limited Partnership, Joint Venture, Corporation or other business entity (hereinafter referred to as the "Entity") filing a land-use application with the City is required pursuant to Section 223-62 of the City Code of the City of Beacon. Applicants shall submit supplemental sheets for any additional information that does not fit within the below sections, identifying the Section being supplemented.

SECTION A

Name of Applicant: Orange County - Poughkeepsie Limited Partnership d/b/a Verizon Wireless

Address of Applicant: 1275 John Street, Suite 100, West Henrietta, NY 14586

Telephone Contact Information: C/o Scott Olson, Esq. ; 518-438-9907 Ext. 258

SECTION B. List all owners of record of the subject property or any part thereof.

Name	Residence or Business Address	Telephone Number	Date and Manner title was acquired	Date and place where the deed or document of conveyance was recorded or filed.
Ability Beyond Disability	4 Berkshire Blvd Bethel, CT 06801	TBD	12/3/10 Deed	Dutchess County Clerk's office 1/5/11

SECTION B. Is any owner of record an officer, elected or appointed, or employee of the City of Beacon or related, by marriage or otherwise, to a City Council member, planning board member, zoning board of appeals member or employee of the City of Beacon ?

☐ **YES** ☑ **NO**

If yes, list every Board, Department, Office, agency or other position with the City of Beacon with which a party has a position, unpaid or paid, or relationship and identify the agency, title, and date of hire.

Agency	**Title**	**Date of Hire, Date Elected, or Date Appointed**	**Position or Nature of Relationship**

SECTION C. If the applicant is a contract vendee, a duplicate original or photocopy of the full and complete contract of purchase, including all riders, modification and amendments thereto, shall be submitted with the application.

SECTION D. Have the present owners entered into a contract for the sale of all or any part of the subject property and, if in the affirmative, please provide a duplicate original or photocopy of the fully and complete contract of sale, including all riders, modifications and amendments thereto.

☐ **YES** ☑ **NO**

I, Scott Olsen being first duly sworn, according to law, deposes and says that the statements made herein are true, accurate, and complete to the best of my knowledge.

(Print) Scott Olsen, Attorney for Verizon Wireless

(Signature) _____

DOCUMENTATION OF PUBLIC UTILITY STATUS
and
OVERVIEW OF ROSENBERG DECISION

In *Cellular Tel. Co. v. Rosenberg*, 82 N.Y.2d 364 (1993), the New York Court of Appeals determined that cellular telephone companies are public utilities. The Court held that proposed cellular telephone installations are to be reviewed by zoning boards pursuant to the traditional standard afforded to public utilities, rather than the standards generally required for the necessary approvals:

> It has long been held that a zoning board may not exclude a utility from a community where the utility has shown a need for its facilities. There can be no question of [the carrier's] need to erect the cell site to eliminate service gaps in its cellular telephone service area. The proposed cell site will also improve the transmission and reception of existing service. Application of our holding in *Matter of Consolidated Edison* to sitings of cellular telephone companies, such as [the applicant], permits those companies to construct structures necessary for their operation which are prohibited because of existing zoning laws and to provide the desired services to the surrounding community. . . . Moreover, the record supports the conclusion that [the applicant] sustained its burden of proving the requisite public necessity. [The applicant] established that the erection of the cell site would enable it to remedy gaps in its service area that currently prevent it from providing adequate service to its customers in the . . . area.

Rosenberg, 82 N.Y.2d at 372-74 (citing *Consolidated Edison Co. v. Hoffman*, 43 N.Y.2d 598 (1978)).

This special treatment of a public utility stems from the essential nature of its service, and the fact that a public utility transmitting facility must be located in a particular area in order to provide service. For instance, water towers, electric switching stations, water pumping stations and telephone poles must be in particular locations (including within residential districts) in order to provide the utility to a specific area:

> [Public] utility services are needed in all districts; the service can be provided only if certain facilities (for example, substations) can be located in commercial and even in residential districts. To exclude such use would result in an impairment of an essential service.

Anderson, New York Zoning Law Practice, 3d ed., p. 411 (1984) (hereafter "Anderson"). See also, *Cellular Tel. Co. v. Rosenberg*, 82 N.Y.2d 364 (1993); *Payne v. Taylor*, 178 A.D.2d 979 (4th Dep't 1991).

Accordingly, the law in New York is that a municipality may not prohibit facilities, including towers, necessary for the transmission of a public utility. In *Rosenberg*, 82 N.Y.2d at 371, the court found that "the construction of an antenna tower... to facilitate the supply of cellular telephone service is a 'public utility building' within the meaning of a zoning ordinance." See also *Long Island Lighting Co. v. Griffin*, 272 A.D. 551 (2d Dep't 1947) (a municipal corporation may not prohibit the expansion of a public utility where such expansion is necessary to the maintenance of essential services).

DOCUMENTATION OF PERSONAL WIRELESS SERVICE FACILITY STATUS
and
FEDERAL TELECOMMUNICATIONS ACT OF 1996

In addition to being considered a public utility under New York decisional law, Verizon Wireless is classified as a provider of "personal wireless services" under the federal Telecommunications Act of 1996 (the "TCA").

As stated in the long title of the Act, the goal of the TCA is to "promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies." *Telecommunications Act of 1996, Pub. LA. No. 104-104, 110 Stat. 56 (1996).*

The TCA mandates a process designed to achieve competitive telecommunications markets. In keeping with the central goals of the TCA, the authors specify in Section 253(a) that "[n]o State or local statute or regulation...may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service." *TCA Section 253(a), emphasis added.*

Section 332(c) of the TCA preserves the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction and modification of personal wireless service facilities, subject to several important limitations:

- the "regulation of the placement...of personal wireless service facilities by any State or local government or instrumentality thereof shall not unreasonably discriminate among providers of functionally equivalent services" (*TCA §332(c)(7)(B)(i)(I)*);

- the "regulation of the placement...of personal wireless service facilities by any State or local government or instrumentality thereof shall not prohibit or have the effect of prohibiting the provision of personal wireless services" (*TCA §332(c)(7)(B)(i)(II)*);

- Applications must be processed within a reasonable period of time, and any decision to deny a request for placement of personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record (*TCA §§332(c)(7)(B)(ii) and (iii)*); and

- regulations based upon the perceived environmental effects of radio frequency emissions are prohibited, so long as the proposed personal wireless service facility complies with FCC regulations concerning such emissions (*TCA §332(c)(7)(B)(iv)*).

A reference copy of the Telecommunications Act of 1996 is included herewith.

104TH CONGRESS } HOUSE OF REPRESENTATIVES { REPORT
2d Session } { 104–458

TELECOMMUNICATIONS ACT OF 1996

JANUARY 31, 1996. Ordered to be printed

Mr. BLILEY, from the committee of conference, submitted the following

CONFERENCE REPORT

[To accompany S. 652]

The committee of conference on the disagreeing votes of the two Houses on the amendments of the House to the bill (S. 652), to provide for a pro-competitive, de-regulatory national policy framework designed to accelerate rapidly private sector deployment of advanced telecommunications and information technologies and services to all Americans by opening all telecommunications markets to competition, and for other purposes, having met, after full and free conference, have agreed to recommend and do recommend to their respective Houses as follows:

That the Senate recede from its disagreement to the amendment of the House to the text of the bill and agree to the same with an amendment as follows:

In lieu of the matter proposed to be inserted by the House amendment, insert the following:

SECTION 1. SHORT TITLE; REFERENCES.

(a) SHORT TITLE.—This Act may be cited as the "Telecommunications Act of 1996".

(b) REFERENCES.—Except as otherwise expressly provided, whenever in this Act an amendment or repeal is expressed in terms of an amendment to, or repeal of, a section or other provision, the reference shall be considered to be made to a section or other provision of the Communications Act of 1934 (47 U.S.C. 151 et seq.).

SEC. 2. TABLE OF CONTENTS.

The table of contents for this Act is as follows:

22–327

[redacted] *tity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment. Any entity that adds to or modifies its existing attachment after receiving such notification shall bear a proportionate share of the costs incurred by the owner in making such pole, duct, conduit, or right-of-way accessible.*

[redacted] *right-of-way shall not be required to bear any of the costs of rearranging or replacing its attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity* [redacted]

SEC. 704. FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS.

(a) NATIONAL WIRELESS TELECOMMUNICATIONS SITING POLICY.—Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

"(7) PRESERVATION OF LOCAL ZONING AUTHORITY.—

"(A) GENERAL AUTHORITY.—Except as provided in this paragraph, nothing in this Act shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

"(B) LIMITATIONS.—

"(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof—

"(I) shall not unreasonably discriminate among providers of functionally equivalent services; and

"(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

"(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

"(iii) Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

"(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

"(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

"(C) DEFINITIONS.—For purposes of this paragraph—

"(i) the term 'personal wireless services' means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

"(ii) the term 'personal wireless service facilities' means facilities for the provision of personal wireless services; and

"(iii) the term 'unlicensed wireless service' means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services (as defined in section 303(v)).".

(b) RADIO FREQUENCY EMISSIONS.—Within 180 days after the enactment of this Act, the Commission shall complete action in ET Docket 93-62 to prescribe and make effective rules regarding the environmental effects of radio frequency emissions.

(c) AVAILABILITY OF PROPERTY.—Within 180 days of the enactment of this Act, the President or his designee shall prescribe procedures by which Federal departments and agencies may make available on a fair, reasonable, and nondiscriminatory basis, property, rights-of-way, and easements under their control for the placement of new telecommunications services that are dependent, in whole or in part, upon the utilization of Federal spectrum rights for the transmission or reception of such services. These procedures may establish a presumption that requests for the use of property, rights-of-way, and easements by duly authorized providers should be granted absent unavoidable direct conflict with the department or agency's mission, or the current or planned use of the property, rights-of-way, and easements in question. Reasonable fees may be charged to providers of such telecommunications services for use of property, rights-of-way, and easements. The Commission shall provide technical support to States to encourage them to make property, rights-of-way, and easements under their jurisdiction available for such purposes.

[redacted]

RIERS.

Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

"(8) MOBILE SERVICES ACCESS.—A person engaged in the provision of commercial mobile services, insofar as such person is so engaged, shall not be required to provide equal access to common carriers for the provision of telephone toll services. If

portionate share of the costs incurred by the owner in making such conduit or right-of-way accessible.

Conference agreement

The conference agreement adopts the Senate provision with modifications. The conference agreement amends section 224 of the Communications Act by adding new subsection (e)(1) to allow parties to negotiate the rates, terms, and conditions for attaching to poles, ducts, conduits, and rights-of-way owned or controlled by utilities. New subsection 224(e)(2) establishes a new rate formula charged to telecommunications carriers for the non-useable space of each pole. Such rate shall be based upon the number of attaching entities. The conferees also agree to three additional provisions from the House amendment. First, subsection (g) requires utilities that engage in the provision of telecommunications services or cable services to impute to its costs of providing such service an equal amount to the pole attachment rate for which such company would be liable under section 224. Second, new subsection 224(h) requires utilities to provide written notification to attaching entities of any plans to modify or alter its poles, ducts, conduit, or rights-of-way. New subsection 224(h) also requires any attaching entity that takes advantage of such opportunity to modify its own attachments shall bear a proportionate share of the costs of such alterations. Third, new subsection 224(i) prevents a utility from imposing the cost of rearrangements to other attaching entities if done solely for the benefit of the utility.

SECTION 704—FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS

Senate bill

No provision.

House amendment

Section 108 of the House amendment required the Commission to issue regulations within 180 days of enactment for siting of CMS. A negotiated rulemaking committee comprised of State and local governments, public safety agencies and the affected industries were to have attempted to develop a uniform policy to propose to the Commission for the siting of wireless tower sites.

The House amendment also required the Commission to complete its pending Radio Frequency (RF) emission exposure standards within 180 days of enactment. The siting of facilities could not be denied on the basis of RF emission levels for facilities that were in compliance with the Commission standard.

The House amendment also required that to the greatest extent possible the Federal government make available to use of Federal property, rights-of-way, easements and any other physical instruments in the siting of wireless telecommunications facilities.

Conference agreement

The conference agreement creates a new section 704 which prevents Commission preemption of local and State land use decisions and preserves the authority of State and local governments over

zoning and land use matters except in the limited circumstances set forth in the conference agreement. The conference agreement also provides a mechanism for judicial relief from zoning decisions that fail to comply with the provisions of this section. It is the intent of the conferees that other than under section 332(c)(7)(B)(iv) of the Communications Act of 1934 as amended by this Act and section 704 of the Telecommunications Act of 1996 the courts shall have exclusive jurisdiction over all other disputes arising under this section. Any pending Commission rulemaking concerning the preemption of local zoning authority over the placement, construction or modification of CMS facilities should be terminated.

When utilizing the term "functionally equivalent services" the conferees are referring only to personal wireless services as defined in this section that directly compete against one another. The intent of the conferees is to ensure that a State or local government does not in making a decision regarding the placement, construction and modification of facilities of personal wireless services described in this section unreasonably favor one competitor over another. The conferees also intend that the phrase "unreasonably discriminate among providers of functionally equivalent services" will provide localities with the flexibility to treat facilities that create different visual, aesthetic, or safety concerns differently to the extent permitted under generally applicable zoning requirements even if those facilities provide functionally equivalent services. For example, the conferees do not intend that if a State or local government grants a permit in a commercial district, it must also grant a permit for a competitor's 50-foot tower in a residential district.

Actions taken by State or local governments shall not prohibit or have the effect of prohibiting the placement, construction or modification of personal wireless services. It is the intent of this section that bans or policies that have the effect of banning personal wireless services or facilities not be allowed and that decisions be made on a case-by-case basis.

Under subsection (c)(7)(B)(ii), decisions are to be rendered in a reasonable period of time, taking into account the nature and scope of each request. If a request for placement of a personal wireless service facility involves a zoning variance or a public hearing or comment process, the time period for rendering a decision will be the usual period under such circumstances. It is not the intent of this provision to give preferential treatment to the personal wireless service industry in the processing of requests, or to subject their requests to any but the generally applicable time frames for zoning decision.

The phrase "substantial evidence contained in a written record" is the traditional standard used for judicial review of agency actions.

The conferees intend section 332(c)(7)(B)(iv) to prevent a State or local government or its instrumentalities from basing the regulation of the placement, construction or modification of CMS facilities directly or indirectly on the environmental effects of radio frequency emissions if those facilities comply with the Commission's regulations adopted pursuant to section 704(b) concerning such emissions.

The limitations on the role and powers of the Commission under this subparagraph relate to local land use regulations and are not intended to limit or affect the Commission's general authority over radio telecommunications, including the authority to regulate the construction, modification and operation of radio facilities.

The conferees intend that the court to which a party appeals a decision under section 332(c)(7)(B)(v) may be the Federal district court in which the facilities are located or a State court of competent jurisdiction, at the option of the party making the appeal, and that the courts act expeditiously in deciding such cases. The term "final action" of that new subparagraph means final administrative action at the State or local government level so that a party can commence action under the subparagraph rather than waiting for the exhaustion of any independent State court remedy otherwise required.

With respect to the availability of Federal property for the use of wireless telecommunications infrastructure sites under section 704(c), the conferees generally adopt the House provisions, but substitute the President or his designee for the Commission.

It should be noted that the provisions relating to telecommunications facilities are not limited to commercial mobile radio licensees, but also will include other Commission licensed wireless common carriers such as point to point microwave in the extremely high frequency portion of the electromagnetic spectrum which rely on line of sight for transmitting communication services.

~~SECTION 705—MOBILE SERVICE DIRECT ACCESS TO LONG DISTANCE~~ CARRIERS

Senate bill

Subsection (b) of section 221 of the Senate bill, as passed, states that notwithstanding the MFJ or any other consent decree, no CMS provider will be required by court order or otherwise to provide long distance equal access. The Commission may only order equal access if a CMS provider is subject to the interconnection obligations of section 251 and if the Commission finds that such a requirement is in the public interest. CMS providers shall ensure that its subscribers can obtain unblocked access to the interexchange carrier of their choice through the use of interexchange carrier identification codes, except that the unblocking requirement shall not apply to mobile satellite services unless the Commission finds it is in the public interest.

House amendment

Under section 109 of the House amendment, the Commission shall require providers of two-way switched voice CMS to allow their subscribers to access the telephone toll services provider of their choice through the use of carrier identification codes. The Commission rules will supersede the equal access, balloting and prescription requirements imposed by the MFJ and the AT&T-McCaw consent decree. The Commission may exempt carriers or classes of carriers from the requirements of this section if it is consistent with the public interest, convenience, and necessity, and the

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

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

Call Sign	File Number
WQJQ689	
Radio Service	
WU - 700 MHz Upper Band (Block C)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
11-26-2008	03-26-2013	06-13-2019	

Market Number	Channel Block	Sub-Market Designator
REA001	C	0

Market Name
Northeast

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06-13-2013	06-13-2019		

Waivers/Conditions:

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

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

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

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

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQPZ962 - Cellco Partnership

Call Sign	WQPZ962	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	REA001 - Northeast	Channel Block	E
Submarket	13	Associated Frequencies (MHz)	001740.00000000-001745.00000000 002140.00000000-002145.00000000

Dates

Grant	08/23/2012	Expiration	11/29/2021
Effective	11/30/2017	Cancellation	

Buildout Deadlines

1st 2nd

Notification Dates

1st 2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022
ATTN Regulatory

P:(770)797-1070
F:(770)797-1036
E:LicensingCompliance@VerizonWireless.com

Contact

Cellco Partnership
Licensing Manager
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022
ATTN Regulatory

P:(770)797-1070
F:(770)797-1036
E:LicensingCompliance@VerizonWireless.com

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
Is the applicant an alien or the representative of an alien?	No
Is the applicant a corporation organized under the laws of any foreign government?	No
Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?	**Yes**

The Alien Ruling question is not answered.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

700 MHz Upper Band (Block C) License - WQJQ689 - Cellco Partnership

PA **This license has pending applications:** 0008249766

Call Sign	WQJQ689	Radio Service	WU - 700 MHz Upper Band (Block C)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	REA001 - Northeast	Channel Block	C
Submarket	0	Associated Frequencies (MHz)	000746.00000000-000757.00000000 000776.00000000-000787.00000000

Dates

Grant	11/26/2008	Expiration	06/13/2019
Effective	08/28/2018	Cancellation	

Buildout Deadlines

1st	06/13/2013	2nd	06/13/2019

Notification Dates

1st	06/20/2013	2nd	

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022
ATTN Regulatory

P:(770)797-1070
F:(770)797-1036
E:LicensingCompliance@VerizonWireless.com

Contact

Verizon Wireless
Licensing Manager
5055 North Point Pkwy, NP2NE Network Engineering

P:(770)797-1070
F:(770)797-1036
E:LicensingCompliance@VerizonWireless.com

Alpharetta, GA 30022
ATTN Regulatory

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

verizon

PROJECT NO.: 20161509173

SITE NAME:

HOWLAND MICRO

811 48 HOURS PRIOR TO DIGGING, CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES TO LOCATE ALL UNDERGROUND UTILITIES.

Know what's **below.**
Call before you dig.

DRAWING INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
Z-1	SITE PLAN
Z-2	OVERALL SITE PLAN
Z-3	POLE ELEVATION, DETAILS & NOTES
Z-4	DETAILS & NOTES

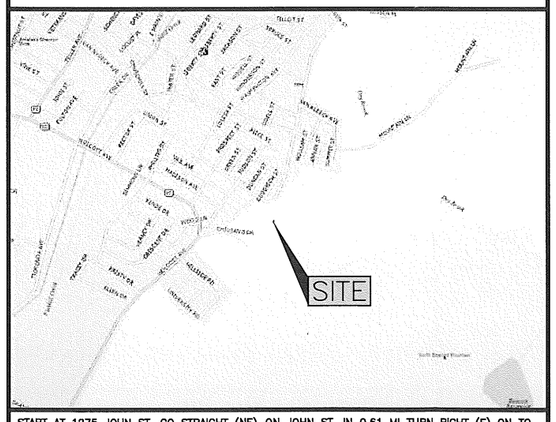
CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LOCAL CODES:

1. IBC2015 WITH LATEST NEW YORK STATE AMENDMENTS
2. NFPA 70-14 (NEC 2014)
3. TIA-222-G-05 WITH LATEST ADDENDA

VICINITY MAP

N.T.S.



START AT 1275 JOHN ST. GO STRAIGHT (NE) ON JOHN ST. IN 0.61 MI TURN RIGHT (E) ON TO BAILEY RD. IN 1.03 MI TURN RIGHT (SSW) ON TO SR 15 (W HENRIETTA RD). IN 1.04 MI TURN LEFT (E) ON TO LEHIGH STATION RD. IN 0.49 MI TURN RIGHT (SSW) ON TO I-390 S RAMP. IN 0.27 MI KEEP RIGHT (SW) ON TO I-90 E (NEW YORK STATE THWY) RAMP 12B. IN 0.57 MI KEEP LEFT (E) ON I-90 E (NEW YORK STATE THWY) RAMP. IN 72.90 MI KEEP RIGHT (N) ON TO I-690 E RAMP 39. IN 0.92 MIKEEP RIGHT (ESE) ON I-690 E RAMP. IN 8.91 MI KEEP RIGHT (SSE) ON TO I-81 S RAMP 13. IN 76.37 MI KEEP LEFT (ESE) ON TO SR 17 RAMP 2E. IN 113.42 MI KEEP RIGHT (ENE) ON TO I-84 E RAMP 121. IN22.57 MI KEEP RIGHT (E) ON TO SR 9D (NORTH RD) RAMP 11. IN 0.21 MI TURN RIGHT (SSW) ON TO SR 9D (NORTH RD). IN 0.48 MI KEEP LEFT (S) ON TO NORTH AVE. IN 0.26 MI KEEP RIGHT (SSW) ON TO SR 9D (WOLCOTT AVE). IN 0.49 MI KEEP LEFT (SE) ON TO BEEKMAN ST 1.57 MI. IN 0.20 MI GO STRAIGHT (ESE) ON TO SR 9D (WOLCOTT AVE). IN 1.11 MI TURN LEFT (ENE) ON TO HOWLAND AVE. IN 0.26 MI FINISH AT 110 HOWLAND AVE, BEACON, NY. 05:22:36 302.11 MI.

PROJECT INFORMATION

SITE TYPE:	UTILITY POLE
SITE NAME:	HOWLAND MICRO
SITE ADDRESS:	110 HOWLAND AVENUE BEACON, NY 12508
COUNTY:	DUTCHESS
ZONING DISTRICT:	R1-20
COORDINATES:	LATITUDE: 41° 29' 40.66" N (NAD 83) LONGITUDE: 73° 57' 19.85" W (NAD 83)
GROUND ELEVATION:	251± A.M.S.L. (NAVD88)
PROPERTY OWNER:	ABILITY BEYOND DISABILITY 4 BERKSHIRE BLVD. BETHEL, CT 06801
APPLICANT:	ORANGE COUNTY POUGHKEEPSIE LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS 1275 JOHN ST. SUITE 100 WEST HENRIETTA NY 14586

APPLICANT:
verizon
275 JOHN ST.
SUITE 100
WEST HENRIETTA NY 14586

PREPARED BY:
EBI ENGINEERING PC
21 B Street | Burlington, MA 01803
Tel: (781) 273-2500 | Fax: (781) 273-3311
www.ebiconsulting.com

ENGINEER STAMP/SIGNATURE

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
A	11/12/18	90% ISSUE	SM

EBI JOB NO: 8118000249

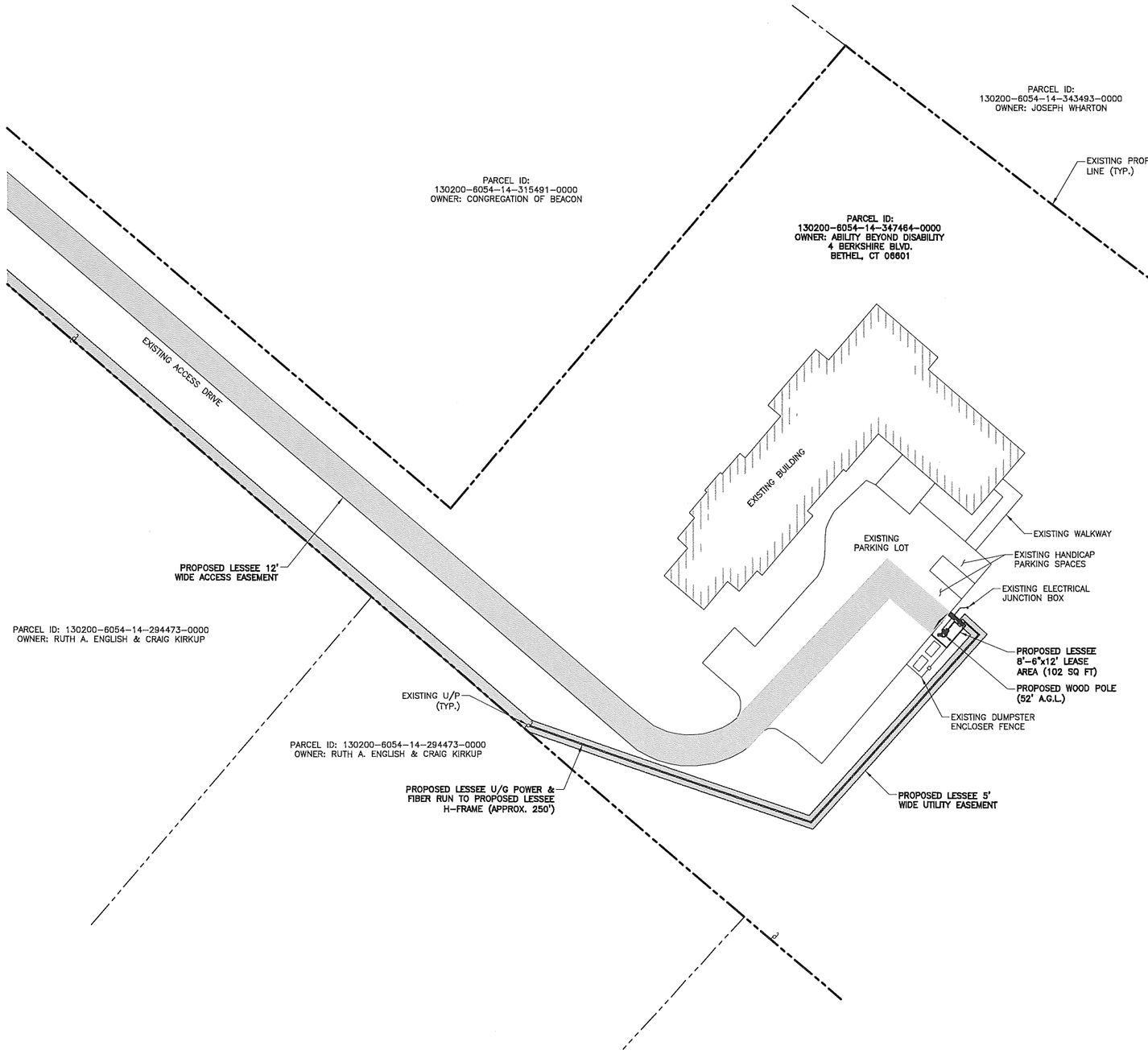
SITE INFO:

HOWLAND MICRO
PROJECT NO.: 20161509173
LOCATION CODE: 432846
110 HOWLAND AVENUE
BEACON, NY 12508
DUTCHESS COUNTY

SHEET TITLE:

TITLE SHEET

DRAWN BY: SM	SHEET NO: T-1
CHECKED BY: AG	
DATE: 11/12/18	



PARCEL NO:	130200-6054-14-347464-0000
OWNER:	OWNER: ABILITY BEYOND DISABILITY 4 BERKSHIRE BLVD BETHEL, CT 06801
LAND AREA:	6.00 ACRES

SITE COORDINATES (SOURCE: RFDS DATED 04/03/17):

LATITUDE: 41° 29' 40.66" N (NAD 83)
LONGITUDE: 73° 57' 19.85" W (NAD 83)
ELEVATION: 251± FEET

APPROX. NORTH

1 SITE PLAN

SCALE: 1" = 50'

APPLICANT:
verizon
275 JOHN ST.
SUITE 100
WEST HENRIETTA NY 14586

PREPARED BY:
EBI ENGINEERING PC
21 B Street | Burlington, MA 01803
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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
A	11/12/18	90% ISSUE	SM

EBI JOB NO: 8118000249

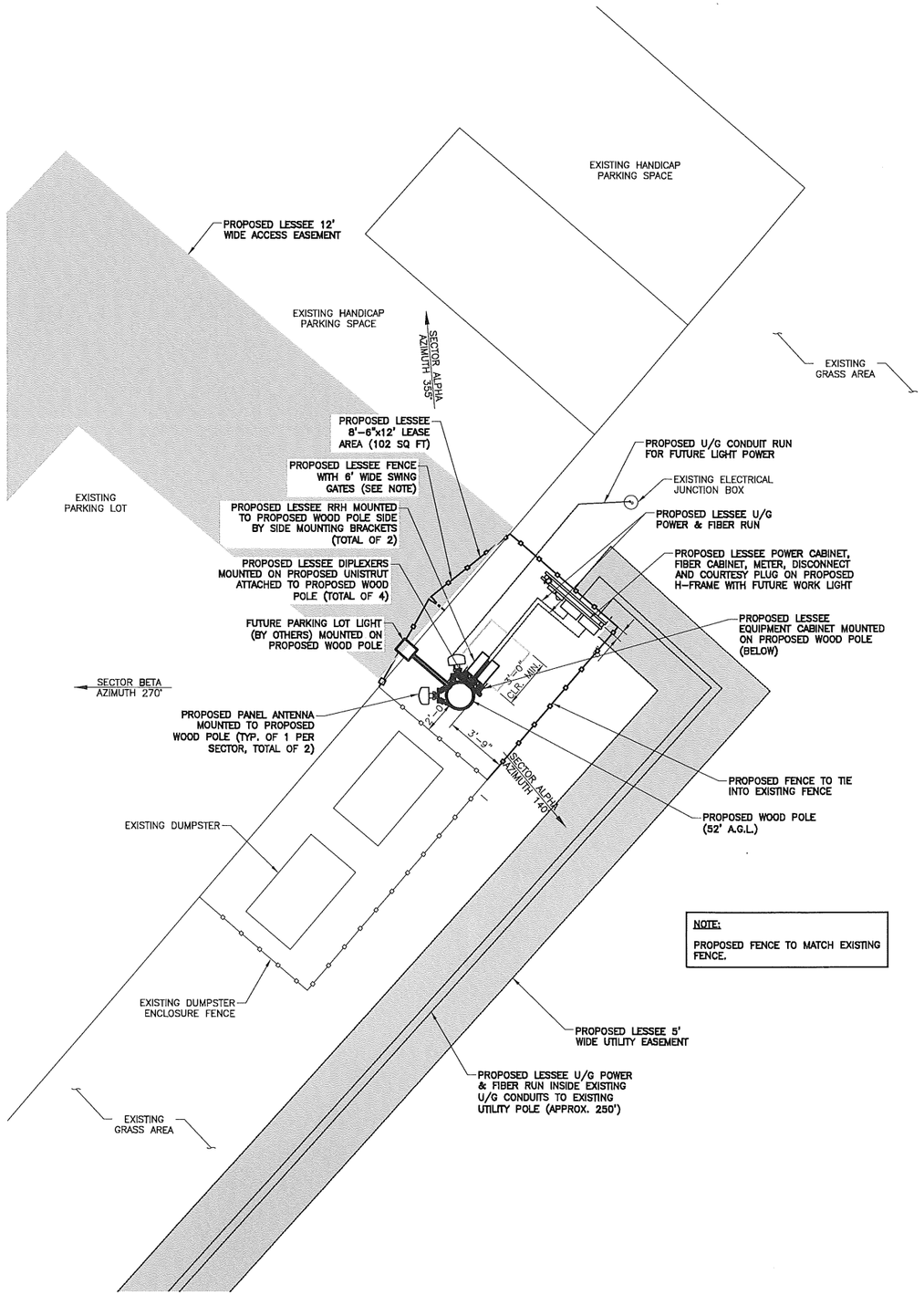
SITE INFO:

HOWLAND MICRO
PROJECT NO.: 20161509173
LOCATION CODE: 432846
110 HOWLAND AVENUE
BEACON, NY 12508
DUTCHESS COUNTY

SHEET TITLE: SITE PLAN

DRAWN BY: SM
CHECKED BY: AG
DATE: 11/12/18

SHEET NO: Z-1



NOTE:

PROPOSED FENCE TO MATCH EXISTING FENCE.

SYMBOLS & ABBREVIATIONS

—— G ——	GROUND WIRE
—— E ——	ELECTRIC
—— T ——	TELCO SERVICE
—— OH ——	OVER HEAD UTILITY
—— X ——	FENCE
(E)	EXISTING
(P)	PROPOSED
A.F.F.	ABOVE FINISHED FLOOR
A.G.L.	ABOVE GROUND LEVEL
A.M.S.L.	ABOVE MEAN SEA LEVEL
E.Q.	EQUAL
GALV.	GALVANIZED
MAX.	MAXIMUM
MIN.	MINIMUN
MGB	MASTER GROUND BAR
EGB	EQUIPMENT GROUND BAR
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
SCH.	SCHEDULE
TYP.	TYPICAL
U/G	UNDERGROUND
U/P	UTILITY POLE
V.I.F.	VERIFY IN FIELD
DET # / SHT #	DETAIL REFERENCE
DET # / SHT #	DETAIL SECTION REFERENCE
ELEV. 350'-0"	SURFACE ELEVATION
SECT # / SHT #	SECTION REFERENCE
SECT # / SHT #	ELEVATION REFERENCE
	PROPERTY LINE – SUBJECT PARCEL
	PROPERTY LINE – ABUTTERS
	ZONING DISTRICT BOUNDARY LINE
	TOWN BOUNDARY LINE
	EXISTING BUILDINGS

PARCEL NO: 6258-01-081999-0000

OWNER: CROSS COURT ASSOCIATES
204 NEW HACKENSACK RD
WAPPINGERS FALLS, NY 12590

LAND AREA: 6.00 ACRES

APPROX. NORTH

1 OVERALL SITE PLAN

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

1. THE PROJECT CONCERNS THE INSTALLATION/OPERATION AND MAINTENANCE OF AN UNMANNED PUBLIC UTILITY/PERSONAL WIRELESS SERVICE FACILITY.
2. THE PROPOSED DEVELOPMENT IS UNMANNED AND DOES NOT REQUIRE A MEANS OF WATER SUPPLY OR SEWAGE DISPOSAL, OR HANDICAPPED ACCESS.
3. THE PROPOSED DEVELOPMENT IS MINIMAL, AND WILL CREATE NEGLIGIBLE ADDITIONAL STORMWATER RUNOFF AND WILL THEREFORE NOT IMPACT THE EXISTING STORMWATER DRAINAGE SYSTEM.
4. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE, ANY SOLID WASTE RECEPTACLES, OR PLUMBING.
5. ADEQUATE PARKING EXISTS FOR ONE VEHICLE FOR MAINTENANCE OR EMERGENCY SERVICE ONCE A MONTH.
6. THERE ARE NO NEW STREETS, CURBS, SIDEWALKS OR WALKWAYS PROPOSED.
7. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
8. EXISTING UTILITIES (LOCATION, SIZES AND INVERTS) SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT CERTIFIED AS TO THE ACCURACY OF THEIR LOCATION OR COMPLETENESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND DEPTHS OF ALL UTILITIES AND STRUCTURES IN THE PATH OF, OR CLOSELY PARALLEL TO, OR UNDER, THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DELAYS OR DAMAGE OCCURRING AS A RESULT OF INCORRECTLY LOCATED UTILITIES. IT IS THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITY OWNERS IN AMPLE TIME FOR THEM TO LOCATE AND MARK THEIR FACILITIES. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND UTILITY WORK LOCATION SERVICE AT LEAST 48 HOURS IN ADVANCE OF COMMENCING ANY WORK.

2 GENERAL NOTES

1. ALL SITE WORK SHALL BE INDICATED ON THE DRAWING.
2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW WAY FROM THE EQUIPMENT AND TOWER AREAS.
4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
5. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISH SURFACE APPLICATION.
6. ALL EXISTING ACTIVE SEWER WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS, EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH EXECUTION OF THE WORK, SUBJECT TO THE APPROVE OF ENGINEERING.
8. THE AREA DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH.
9. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE TOWN.
10. CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE.
11. ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS.

3 SITE NOTES

APPLICANT:

verizon

275 JOHN ST.
SUITE 100
WEST HENRIETTA NY 14586

PREPARED BY:

EBI ENGINEERING PC

21 B Street | Burlington, MA 01803
Tel: (781) 273-2500 | Fax: (781) 273-3311
www.ebiconsulting.com

ENGINEER STAMP/SIGNATURE

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
A	11/12/18	90% ISSUE	SM

EBI JOB NO: 8118000249

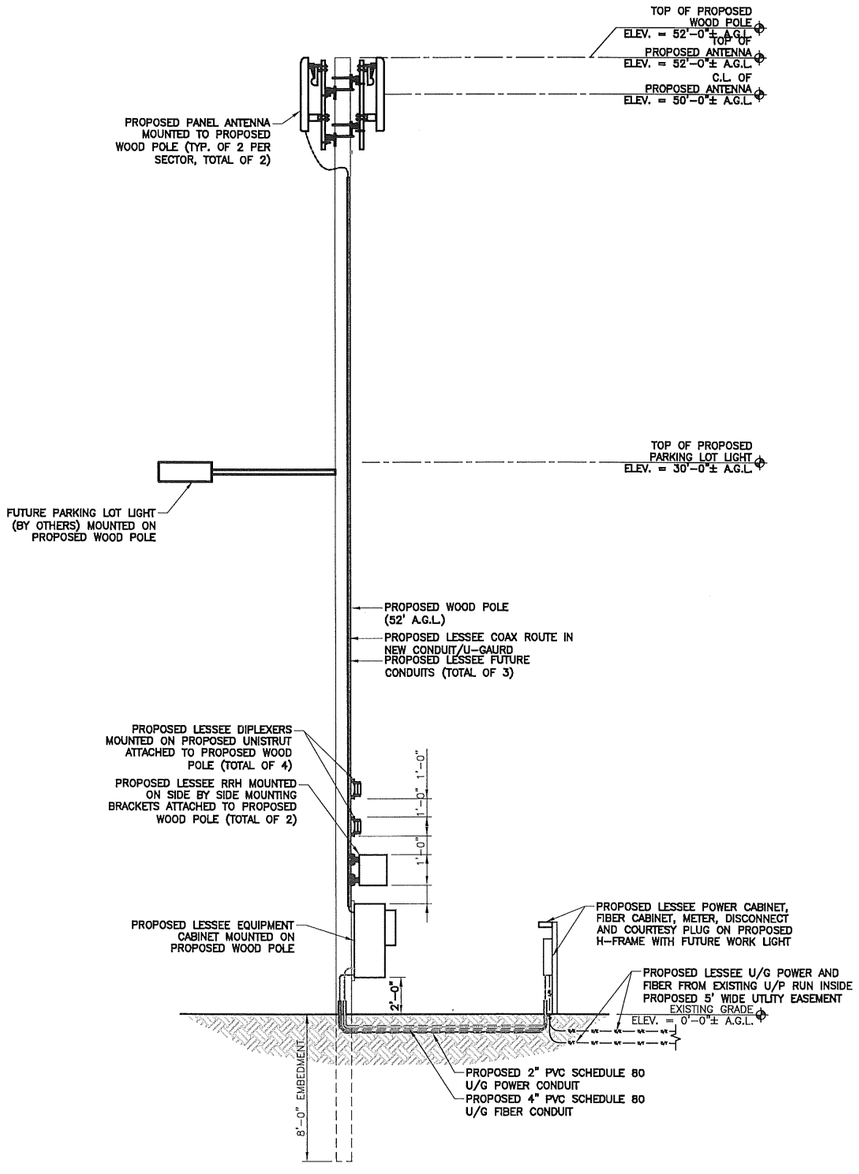
SITE INFO:

HOWLAND MICRO
PROJECT NO.: 20161509173
LOCATION CODE: 432846
110 HOWLAND AVENUE
BEACON, NY 12508
DUTCHESS COUNTY

SHEET TITLE:

OVERALL SITE PLAN

DRAWN BY:	SHEET NO:
SM	Z-2
CHECKED BY: AG	
DATE: 11/12/18	



1 POLE ELEVATION

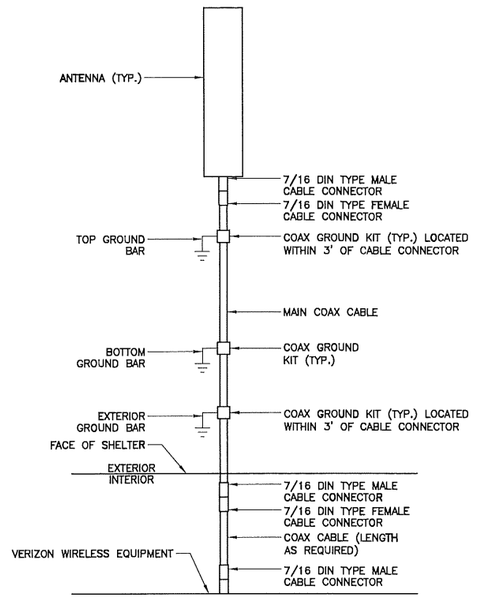
SCALE: 1/8" = 1'-0"

1. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFIRM TO ANSI/TIA/EIA-222-G-05 WITH LATEST ADDENDA "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES". NOTE: SEE CODE FOR COUNTY SPECIFIC DESIGN WIND SPEEDS.
2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
3. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-CAOTING (HOT DIP) ON IRON AND STEEL HARDWARE', UNLESS OTHERWISE NOTED.
4. DAMAGE GALVANIZE SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED SNUG TIGHT.
6. DESIGN RESPONSIBILITY OF ANTENNA MOUNTING BRACKETS, SUPPORTS AND ALL COMPONENTS THEREOF AND ATTACHMENT THERETO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MFR SHALL PROVIDE THE THE OWNER DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA. MFR SHALL ALSO PROVIDE THE OWNER WITH A STATEMENT OF COMPLIANCE INDICATING THAT THE ANTENNA SUPPORTS HAVE BEEN DESIGNED IN ACCORDANCE WITH TIA/EIA-222-G STANDARDS. ALL SUBMISSIONS SHALL BEAR THE STAMP AND SIGNATURE OF A PROFESSIONAL ENGINEER REGISTERED IN THE STAT THE WORK IS BEING PERFORMED.

2 ANTENNA MOUNTING NOTES

1. VERIZON WILL COLOR CODE AND TAG THE COAX AT BOTH THE TOP OF THE TOWER AND INSIDE THE CELL SITE BUILDING AT THE CABLE ENTRY PART. THE MARKING SYSTEM WILL COMPRISE OF COLOR TAPE WITH A MINIMUM WIDTH OF 3/4 INCHES, 7 MIL. VINYL PLASTIC TAPE, SCOTCH 35 OR EQUIVALENT.
2. THE TAGGING WILL BE DONE WITH METAL "DOG" TAGS. A TAG WILL BE PLACED ON THE COAX AT THE ANTENNA AND ON THE COAX IN THE CELL SITE BUILDING. THE TAG WILL IDENTIFY THE ANTENNA NUMBER AND FUNCTION; TX, RX ETC.
3. THE ENTRY PORT ASSIGNMENT SHOULD BE FOLLOWED WHERE POSSIBLE. THIS STANDARD ASSUMES THAT THE ENTRY PORT CONSISTS OF THREE ROWS OF FOUR PORTS. WITH THE FIRST ROW BEING NUMBERED FROM 1-6 FROM LEFT TO RIGHT. THE SECOND ROW IS NUMBERED 7-12 (LEFT TO RIGHT) AND THE THIRD ROW IS 13-18 (LEFT TO RIGHT).
4. A SITE SPECIFIC COAX COLOR SHEET TO BE PROVIDED BY CELLULAR EQUIPMENT ENGINEER.

3 STANDARD ANTENNA COLOR CODES



4 ANTENNA CABLE SCHEMATIC

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verizon
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ENGINEER STAMP/SIGNATURE

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
A	11/12/18	90% ISSUE	SM

EBI JOB NO: 8118000249

SITE INFO:

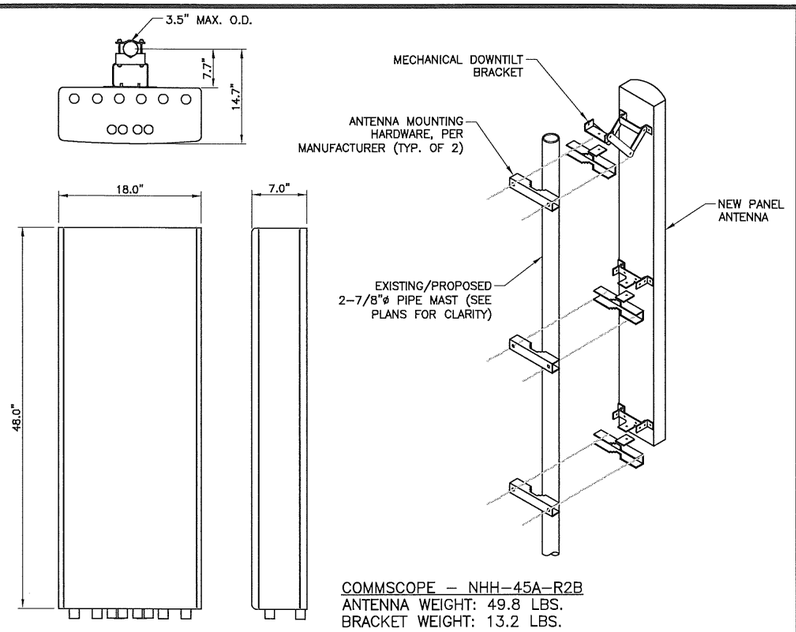
HOWLAND MICRO
PROJECT NO.: 20161509173
LOCATION CODE: 432846
110 HOWLAND AVENUE
BEACON, NY 12508
DUTCHESS COUNTY

SHEET TITLE:

POLE ELEVATION, DETAILS & NOTES

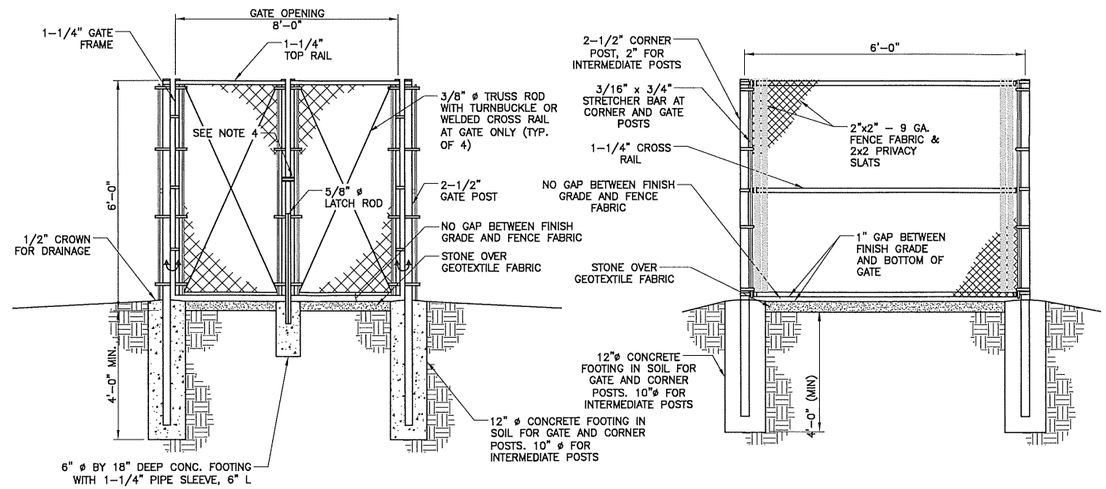
DRAWN BY: SM
CHECKED BY: AG
DATE: 11/12/18

SHEET NO: Z-3



COMMSCOPE – NHH–45A–R2B
ANTENNA WEIGHT: 49.8 LBS.
BRACKET WEIGHT: 13.2 LBS.

1 **ANTENNA SPECIFICATION & ATTACHMENT DETAIL**



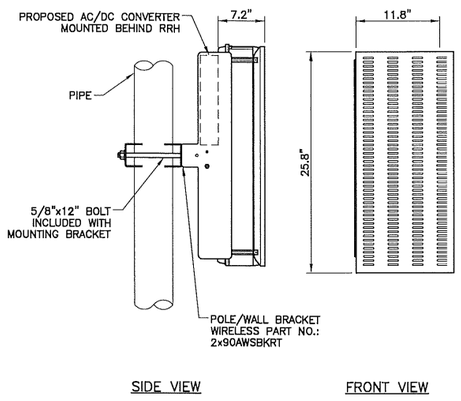
NOTE:
5000 PSI COMMERCIAL "QUIK–CRETE" MAY BE USED FOR PIERS

2 **NON–PENETRATING BALLAST MOUNT DETAILS** **N.T.S.**

GENERAL NOTES:

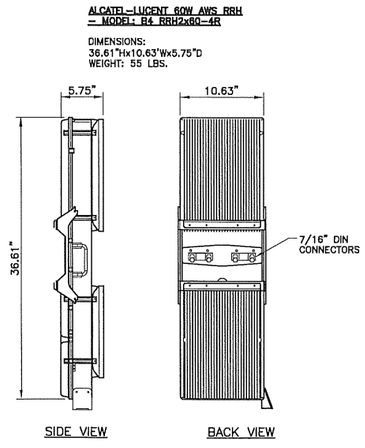
1. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED, REGISTERED AND INSURED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
2. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY VERIZON WIRELESS AND THE ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
4. ALL DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY VERIZON WIRELESS IMMEDIATELY IF DISCREPANCIES ARE DISCOVERED.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.

3 **GENERAL NOTES**

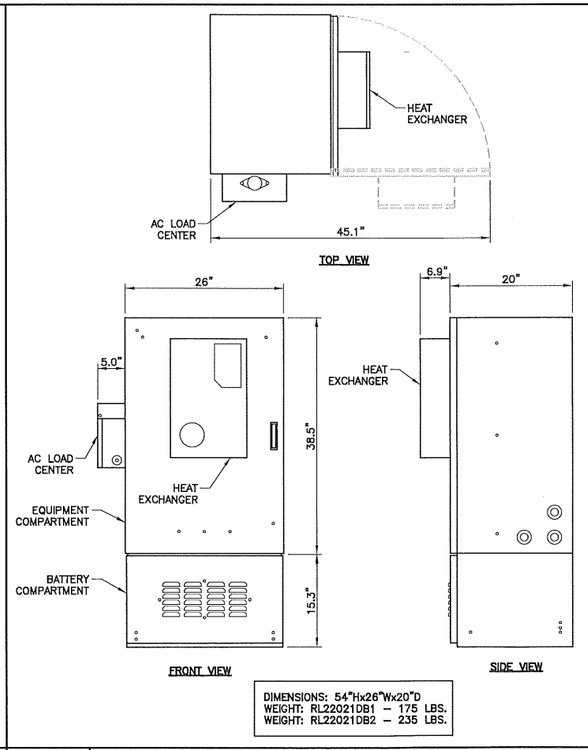


B66A_RRH2x90–AWS
DIMENSIONS: 25.8"Hx11.8"Wx7.2"D
WEIGHT: 56.8 LBS. (WITH SOLAR SHIED)

4 **RRH SPECIFICATION & ATTACHMENT DETAIL** **N.T.S.**



5 **RRH SPECIFICATION & ATTACHMENT DETAIL** **N.T.S.**



DIMENSIONS: 54"Hx26"Wx20"D
WEIGHT: RL22021DB1 – 175 LBS.
WEIGHT: RL22021DB2 – 235 LBS.

6 **SMALL SITE SUPPORT CABINET DETAIL** **N.T.S.**

APPLICANT:
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275 JOHN ST.
SUITE 100
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PREPARED BY:
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EBI JOB NO: 8118000249

SITE INFO:
HOWLAND MICRO
PROJECT NO.: 20161509173
LOCATION CODE: 432846
110 HOWLAND AVENUE
BEACON, NY 12508
DUTCHESS COUNTY

SHEET TITLE:
DETAILS & NOTES

DRAWN BY: SM
CHECKED BY: AG
DATE: 11/12/18

SHEET NO: Z-4

Verizon Wireless Communications Facility

Engineering Necessity Case – "Howland Micro"

City of Beacon
Beacon DT site
Project Location "Howland Micro"
Town of Fishkill
Mt. Beacon Existing Site

Prepared by: Michael R. Crosby

Project: The project is the installation and operation of a telephone pole mounted wireless telecommunications site in the City of Beacon (the "Project Facility").

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Introduction

The purpose of this subsequent analysis is to summarize and communicate the technical radio frequency (RF) information used in the justification of this new site.

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility/site. All sites provide a mixture of both capacity and coverage for the benefit of the end user.

Coverage can be defined as the existence of signal of usable strength and quality in an area, including but not limited to in-vehicles or in-buildings.

The need for improved coverage is identified by RF Engineers that are responsible for developing and maintaining the network. RF Engineers utilize both theoretical and empirical data sets (propagation maps and real world coverage measurements). Historically, coverage improvements have been the primary justification of new sites.

Capacity can be defined as the amount of traffic (voice and data) a given site can process before significant performance degradation occurs.

When traffic volume exceeds the capacity limits of a site serving a given area, network reliability and user experience degrades. Ultimately this prevents customers from making/receiving calls, applications cease functioning, internet connections time out and data speeds fail. This critical condition is more important than just a simple nuisance for some users. Degradation of network reliability and user experience can affect emergency responders and to persons in a real emergency situation can literally mean life or death.

Project Need Overview

The project area, located within the City of Beacon is currently served by two sites. These sites are overloaded requiring capacity relief. Additionally the project area is impacted by the significant terrain difference between these two serving sites relative to the project area. This excessive difference in terrain combined with distance and area morphology prevents effective capacity and coverage capability of Verizon's RF signals in this area.

The primary serving site is **Mt. Beacon** located in the neighboring town of Fishkill, which is approximately six tenths of a mile south east (of the project location) situated on a mountain top tower located off Mt. Beacon Monument Rd (near Breakneck Ridge Trail). While this site provides coverage (on low band 700MHz) throughout the project area, it does so from such a great difference in elevation (1,200'+ difference) that the site is not capable of efficiently or effectively providing the necessary capacity due to Mt. Beacon itself causing excessive interference in and around the project area. This site also provides high band (AWS) service to portions of the project area but again due to the excessive difference in elevation combined with distance to objectives Mt. Beacon is not capable of efficiently or effectively providing the necessary capacity relief and actually degrades area performance and capacity capabilities due to excessive interference in and around the project area (caused by overlapping/overshooting footprint). In order to mitigate the overlapping footprint and improve interference and capacity conditions, Mt. Beacon requires deactivation as it can no longer function properly as an LTE serving site for this area. Regardless of the need to deactivate Mt. Beacon (LTE), additional capacity is currently required even with Mt. Beacon on the air.

The second serving site is **Beacon DT** which is co-located on the roof of a multi-story apartment building off Rt. 9D near South Ave. This site is also requiring capacity relief. While this site is more appropriate for the area than Mt. Beacon, by itself it can not provide the necessary coverage and capacity required to serve the project area.

There are other Verizon sites in this general area but due to distance and terrain they also do not provide any significant overlapping coverage in the area in question that could allow for increased capacity and improved coverage from other sources.

The primary objectives for this project are to increase capacity and improve high band coverage in the Howland Ave, Rt. 9D area including but not limited to portions of Howland, Wolcott Ave, Tioronda Ave, Union St, Depuyster Ave, East Main Street as well as the surrounding residential and commercial areas. In order to offload capacity from Mt. Beacon and Beacon DT a new dominant server must be created. This new dominant coverage will effectively offload the existing overloaded sites as well as provide improved high band in building coverage.

Following the search for co-locatable structures to resolve the aforementioned challenges none were found. As a result, Verizon proposes the current application to attach it's antennas to a new 52' tall telephone pole located on Verizon property. Verizon's antennas will utilize 50' for the ACL (Antenna Center Line) with a top of antenna height of 52'. This solution will provide the necessary coverage and capacity improvements needed.

Wireless LTE (Voice and Data) Growth

Each year Verizon experiences substantial increases in data volume including VoLTE (Voice over LTE) that its customers utilize. Data traffic grew 65% between Q3 2016 and Q3 2017 (Ericsson Mobility Report, November 2017)

Machine to Machine communications will also increase the data burden on wireless networks. During the next five years increasingly more services that improve our safety and make our lives easier will become available via the wireless infrastructure, such as:

- Autonomous vehicular communications including automatic 911 notification when airbag deploys.
- Medical monitors that alert caretakers of patient related issues.
- Home alarms that notify people when their child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches that can aid in finding lost Alzheimer patients, children, etc.

Explanation of Wireless Capacity

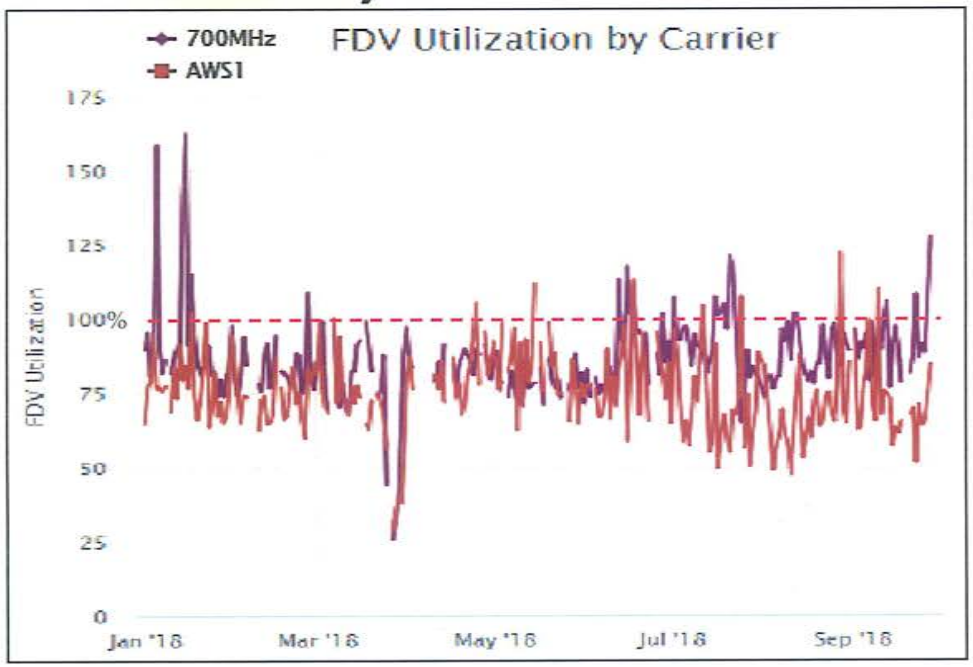
Capacity in this analysis is evaluated with up to three metrics further explained below. These metrics assist in determining actual usage for a given site as well as are used to project when a site is expected to run out of capacity (i.e. reach a point of exhaustion where it can no longer process the volume of voice and data requested by local wireless devices, thus no longer providing adequate service).

- Forward Data Volume ("**FDV**"), is a measurement of usage (data throughput) on a particular site over a given period of time.
- Average Schedule Eligible User ("**ASEU**"), is a measurement of the loading of the control channels and systems of a given site.
- Average Active Connections ("**AvgAC**") is a measurement of the number of devices actively connected to a site in any given time slot.

Verizon Wireless uses proprietary algorithms developed by a task force of engineers and computer programmers to monitor each site in the network and accurately project and identify when sites will approach their capacity limits. Using a rolling two-year window for projected exhaustion dates allows enough time, in most cases, to develop and activate a new site. It is critical that these capacity approaching sectors are identified early and the process gets started and completed in time for new solutions (sites) to be on air before network issues impact the customers.

verizon

Capacity Utilization FDV (Mt. Beacon Gamma)



Summary: This graph shows FDV (**F**orward **D**ata **V**olume) which is a measurement of the customer data usage that this sector currently serves. As this limit is approached, data rates slow to unacceptable levels, potentially causing unreliable service for Verizon Wireless customers.

The purple line represents the daily max busy hour 700MHz utilization on the **Gamma** sector of the **Mt. Beacon** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Gamma** sector of the **Mt. Beacon** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Displaying the FDV separately by carrier reveals the inability of high band (AWS) to resolve the capacity issues from existing sites described in this case. High band (AWS/PCS propagation characteristics prevent proper FDV utilization between carriers in coverage challenged areas like the **Electric Blanket** project area. Network densification is required.

Detail: The existing **Mt. Beacon Gamma** sector shown above has exceeded it's capability of supporting FDV requirements as shown by the purple line exceeding the max utilization threshold (red dashed line). While customers served by AWS (high band – dark red line) are not as likely to experience this issue they have recently been subject to this condition as shown by the dark red line exceeding max utilization threshold as well. Keep in mind those customers in weaker RF areas which are more dependent on the low band (700MHz – purple line) continue to experience this issue. Cell edge (weak/variable) conditions create the disparity between high and low bands due to propagation challenges which are more impacted by high band (AWS). FDV is one of three metrics used in this presentation to evaluate capacity capability in this area.

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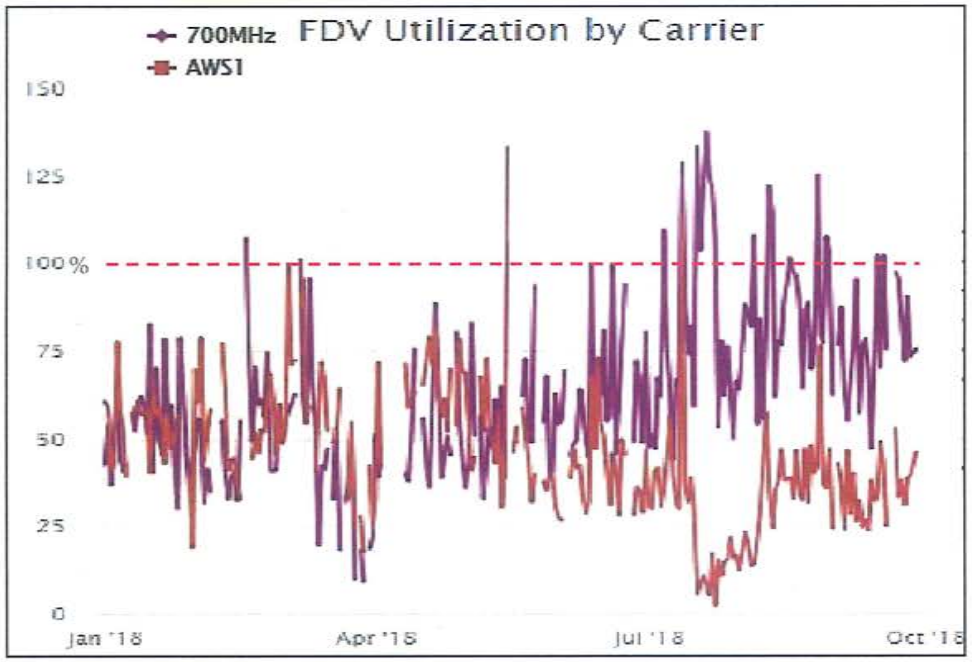
Capacity Utilization
FDV (Beacon DT Beta)



Summary: This graph shows FDV (**F**orward **D**ata **V**olume) which is a measurement of the customer data usage that this sector currently serves. As this limit is approached, data rates slow to unacceptable levels, potentially causing unreliable service for Verizon Wireless customers.

The purple line represents the daily max busy hour 700MHz utilization on the **Alpha** sector of the **Beacon DT** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Beta** sector of the **Beacon DT** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Displaying the FDV separately by carrier reveals the inability of high band (AWS) to resolve the capacity issues from existing sites described in this case. High band (AWS/PCS propagation characteristics prevent proper FDV utilization between carriers in coverage challenged areas like the **Howland Micro** project area. Network densification is required.

Detail: The existing **Beacon DT Beta** sector shown above has recently exceeded it's capability of supporting FDV requirements as shown by the purple and dark red lines exceeding the max utilization threshold (red dashed line). FDV is one of three metrics used in this presentation to evaluate capacity capability in this area.

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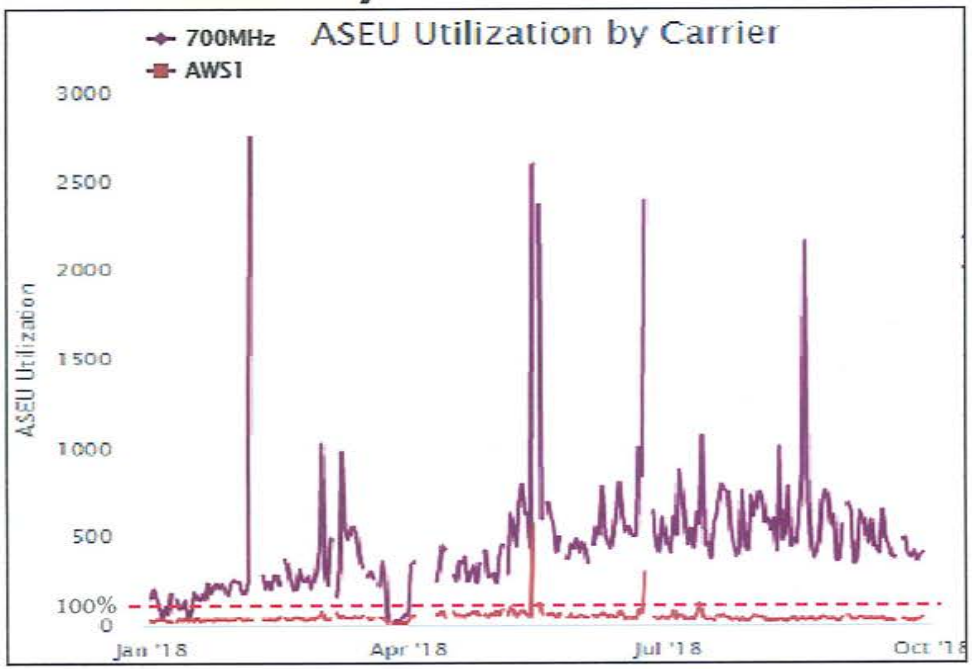
Capacity Utilization ASEU (Mt. Beacon Gamma)



Summary: This graph shows ASEU (**A**verage **S**chedule **E**ligible **U**ser). ASEU is a measurement of the loading of the control channels and systems of a given site. The ASEU load is heavily impacted by distant users or those in poor RF conditions.

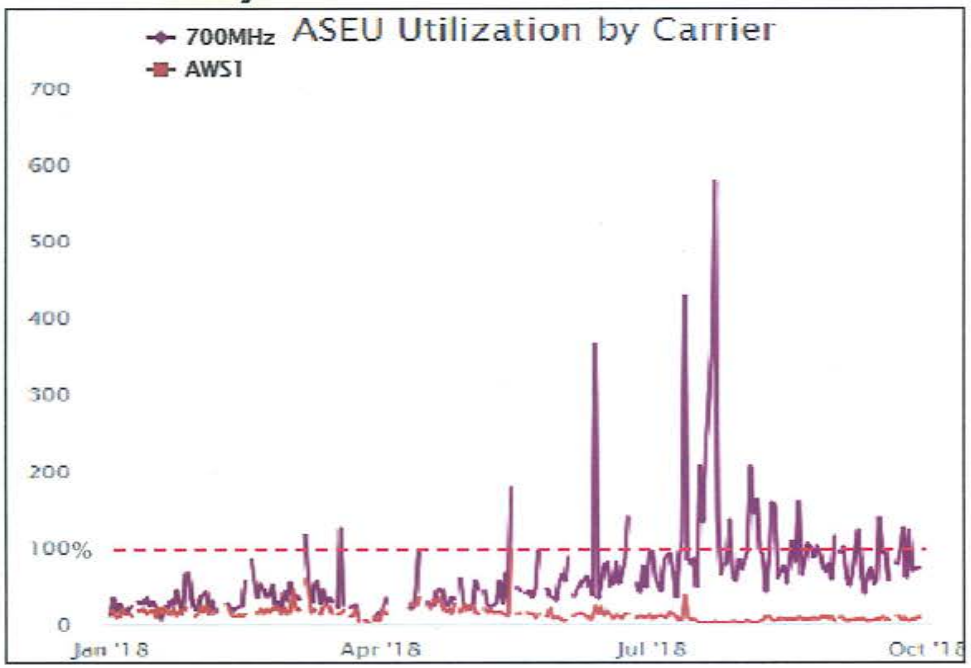
The purple line represents the daily max busy hour 700MHz utilization on the **Gamma** sector of the **Mt. Beacon** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Gamma** sector of the **Mt. Beacon** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Displaying the ASEU separately by carrier reveals the inability of high band (AWS) to resolve the capacity issues from existing sites described in this case. High band (AWS/PCS propagation characteristics prevent proper ASEU utilization between carriers in coverage challenged areas like the **Electric Blanket** project area. Network densification is required.

Detail: The existing **Mt. Beacon Gamma** sector cannot support the data traffic demand throughout the extents of the excessively large area it covers. **Mt. Beacon Gamma** is already overloaded, as shown by the purple actual use line exceeding the red dashed exhaustion threshold line. Cell edge (weak/variable) conditions create the disparity between high and low bands due to propagation challenges which more significantly impact high band (AWS). The **Mt. Beacon** site is too far away to effectively serve this portion of the City of Beacon.

verizon

Capacity Utilization ASEU (Beacon DT Beta)



Summary: This graph shows ASEU (**A**verage **S**chedule **E**ligible **U**ser). ASEU is a measurement of the loading of the control channels and systems of a given site. The ASEU load is heavily impacted by distant users or those in poor RF conditions.

The purple line represents the daily max busy hour 700MHz utilization on the **Beta** sector of the **Beacon DT** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Beta** sector of the **Beacon DT** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Displaying the ASEU separately by carrier reveals the inability of high band (AWS) to resolve the capacity issues from existing sites described in this case. High band (AWS/PCS propagation characteristics prevent proper ASEU utilization between carriers in coverage challenged areas like the **Howland Micro** project area. Network densification is required.

Detail: The existing **Beacon DT Beta** sector cannot support the data traffic demand throughout the extents of the area it covers. **Beacon DT Beta** is already overloaded, as shown by the purple actual use line exceeding the red dashed exhaustion threshold line. Cell edge (weak/variable) conditions create the disparity between high and low bands due to propagation challenges which more significantly impact high band (AWS). The **Beacon DT** site requires network densification throughout it's serving footprint.

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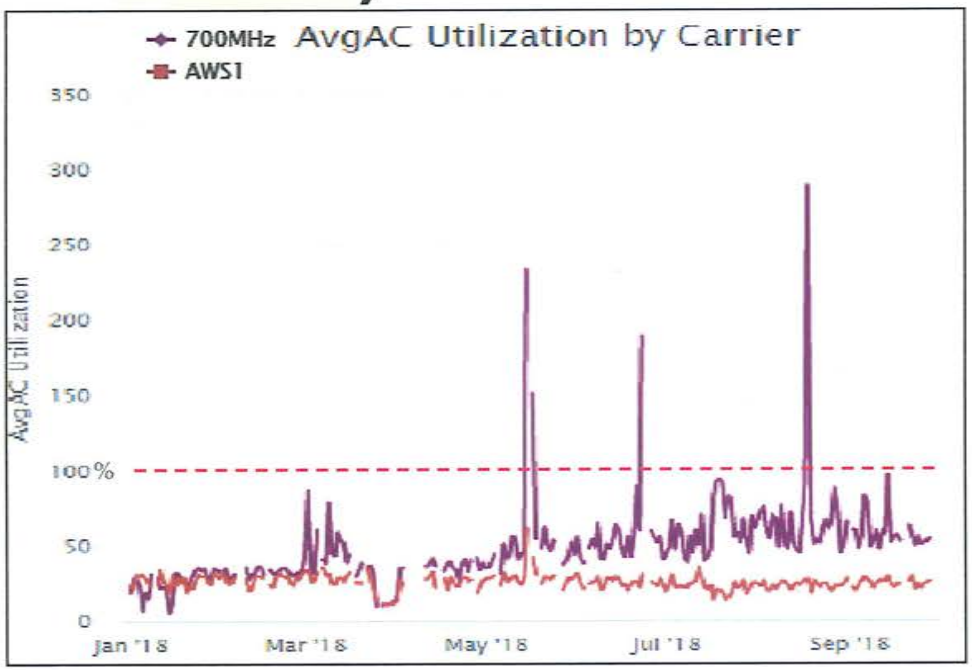
Capacity Utilization AvgAC (Mt. Beacon Gamma)



Summary: This graph shows AvgAC (**A**verage **A**ctive **C**onnections). AvgAC utilization by carrier is a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection failures and dropped calls.

The purple line represents the daily max busy hour 700MHz utilization on the **Gamma** sector of the **Mt. Beacon** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Gamma** sector of the **Mt. Beacon** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

This graph helps to reveal foliage impact affecting variable coverage areas which result with a decline in AWS utilization while 700MHz utilization increases at the time of increased springtime foliage. This further complicates capacity offload capability for high band carriers. Network densification is required.

Detail: The existing **Mt. Beacon Gamma** sector cannot support the number of users in the excessively large area it covers and has already reached overloaded conditions recently, as shown by the daily max busy hour utilization line peaking above the red dashed exhaustion threshold line.

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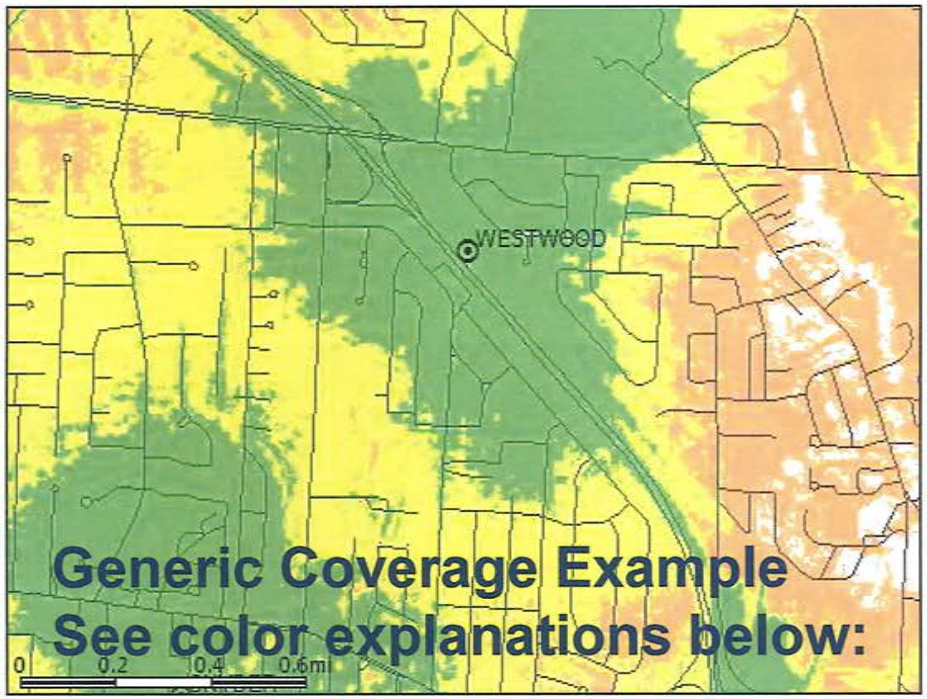
Explanation of Wireless Coverage



Generic Coverage Example
See color explanations below:

Coverage is best shown via coverage maps. RF engineers use computer simulation tools that take into account terrain, vegetation, building types, and site specifics to model the RF environment. This model is used to simulate the real world network and assist engineers to evaluate the impact of a proposed site (along with industry experience and other tools).

Most Verizon Wireless sites provide 3G CDMA at 850 MHz and 4G LTE at 700 MHz. As capacity requirements increase, higher frequency PCS (1900 MHz) and AWS (2100 MHz) carriers are added. In some mountaintop situations the high band AWS and PCS carriers are not effective due to excessive distance from the user population.

Coverage provided by a given site is affected by the frequencies used. Lower frequencies propagate further distances, and are less attenuated by clutter than higher frequencies. To provide similar coverage levels at higher frequencies, a denser network of sites is required (network densification).

Note the affect of clutter on the predicted coverage footprint above
Green = -85dBm RSRP, typically serves suburban residential and light commercial buildings (stronger coverage levels may be needed for proper evaluation in urban applications or where more substantial building construction exists)
Yellow = -95dBm RSRP, typically serves most rural/suburban-residential and in car applications
Orange = -105dBm RSRP, rural highway coverage, subject to variable conditions including fading and seasonality gaps
White = <-105dBm RSRP, variable to no reliable coverage gap area

More detailed, site-specific coverage slides are later in the presentation
*Signal strength requirements vary as dictated by specific market conditions

verizon

Explanation of this Search Area

Howland micro Search Area

A **Search Area** is the geographical area within which a new site is targeted to solve a coverage or capacity deficiency. Three of the factors taken into consideration when defining a search area are topography, user density, and the existing network.

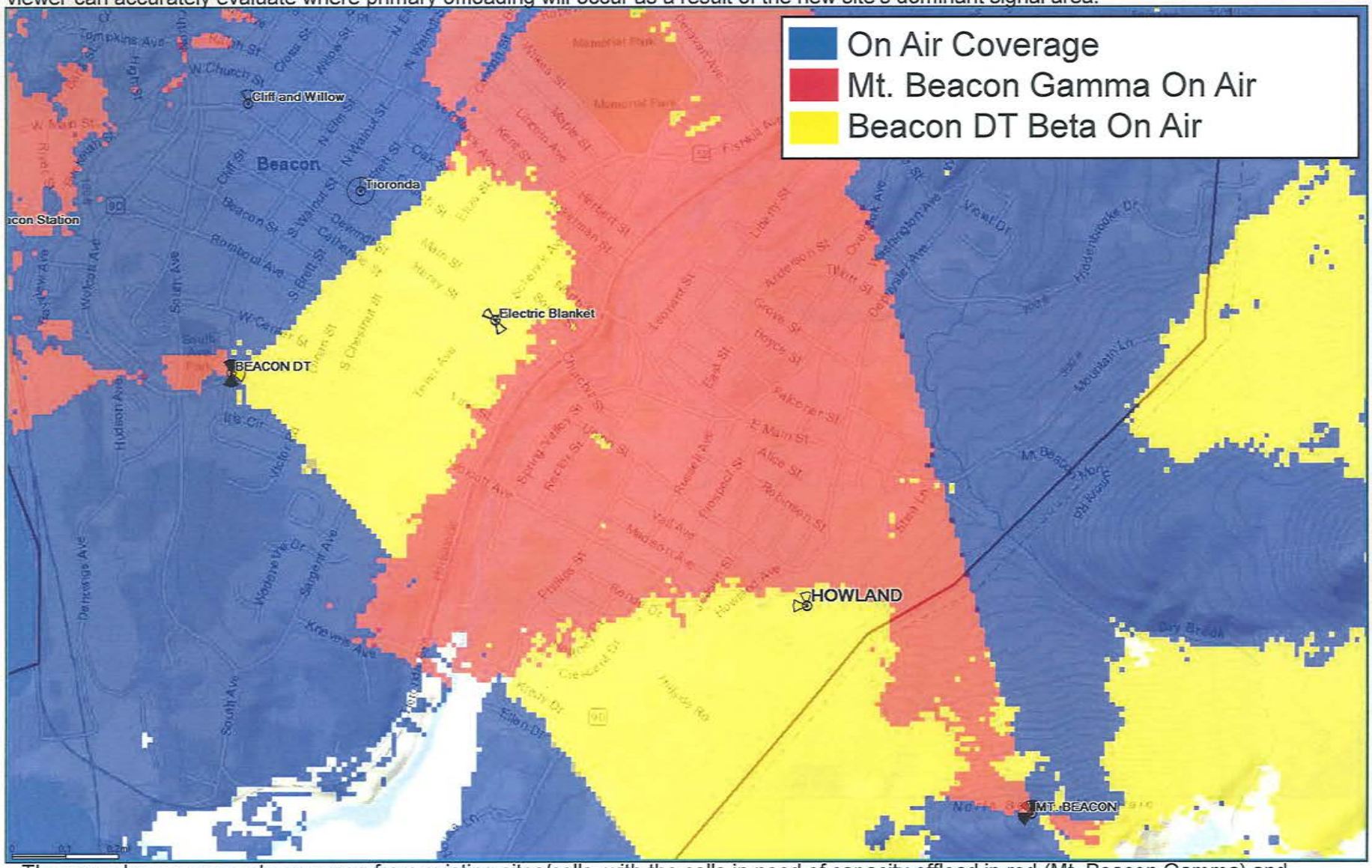
- **Topography** must be considered to minimize the obstacles between the proposed site and the target coverage area. For example, a site at the bottom of a ridge will not be able to cover the other side from a certain height.
- In general, the farther from a site the **User Population** is, the weaker the RF conditions are and the worse their experience is likely to be. These distant users also have an increased impact on the serving site's capacity. In the case of a multi sector site, centralized proximity is essential to allow users to be evenly distributed and allow efficient utilization of the site's resources.
- The existing **Network Conditions** also guide the design of a new site. Sites placed too close together create interference due to overlap and are an inefficient use of resources. Sites that are too tall or not properly integrated with existing sites cause interference and degrade service for existing users.
- Existing co-locatable structures inside the search area as well as within a reasonable distance of the search area are submitted by site acquisition and reviewed by RF Engineering. If possible RF will make use of existing or nearby structures before proposing to build new towers.

To resolve the coverage and capacity deficiencies previously detailed, Verizon Wireless is seeking to add one new 'micro' cell facility within or as near as possible to this centrally and strategically located area to improve wireless service capacity and coverage. By offloading Beacon DT and displacing traffic from Mt. Beacon with the proposed site, adequate and reliable service will be provided. The new **Howland micro** site will provide dominant and dedicated signal to portions of Beacon helping to improve not only the area roads but also adjacent populated areas.

verizon

Existing 700MHz Best Server -95dBm RSRP

Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area.



The map above represents coverage from existing sites/cells, with the cells in need of capacity offload in red (Mt. Beacon Gamma) and yellow (Beacon DT Beta), Blue coverage is from other on air sites/sectors.

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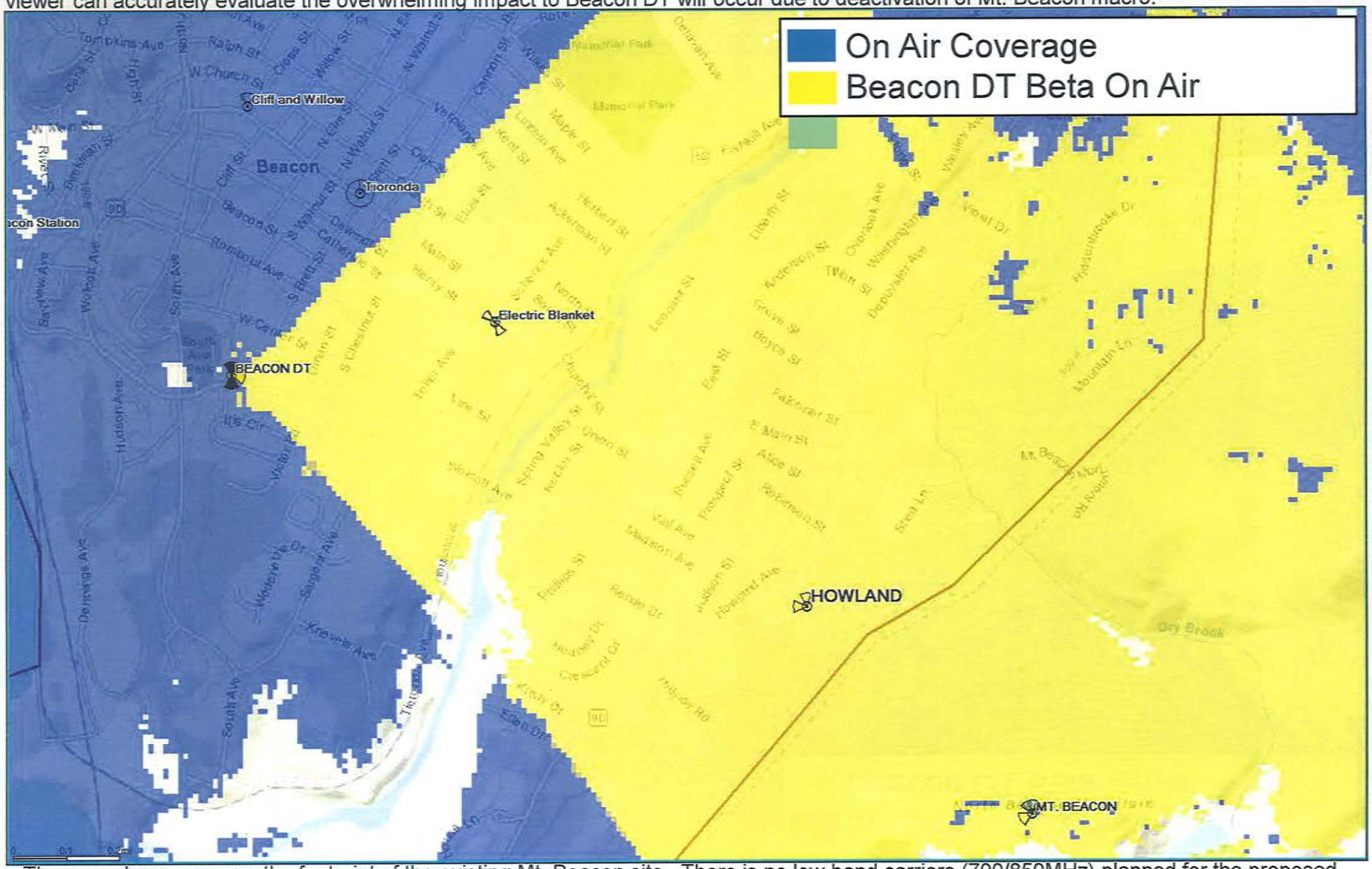
Mt. Beacon LTE OFF 700MHz Best Server -95dBm RSRP

Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate the overwhelming impact to Beacon DT will occur due to deactivation of Mt. Beacon macro.

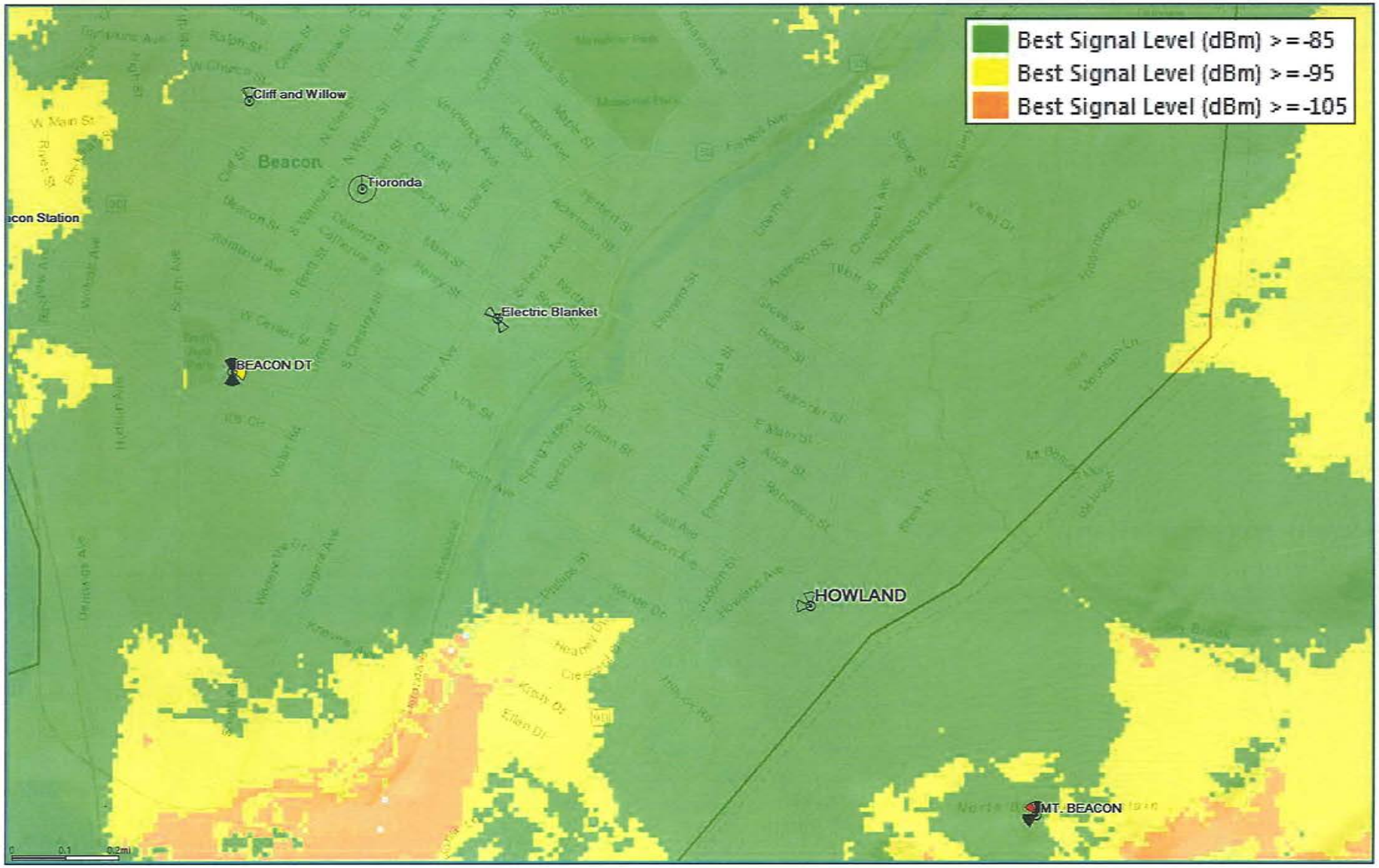


The map above removes the footprint of the existing Mt. Beacon site. There is no low band carriers (700/850MHz) planned for the proposed Howland site. Later in this document are slides showing where the proposed high band carriers (AWS/PCS) will provide offload.

verizon

Existing 700MHz Coverage

This coverage map shows existing low band RF conditions in and around the Howland Micro site area.



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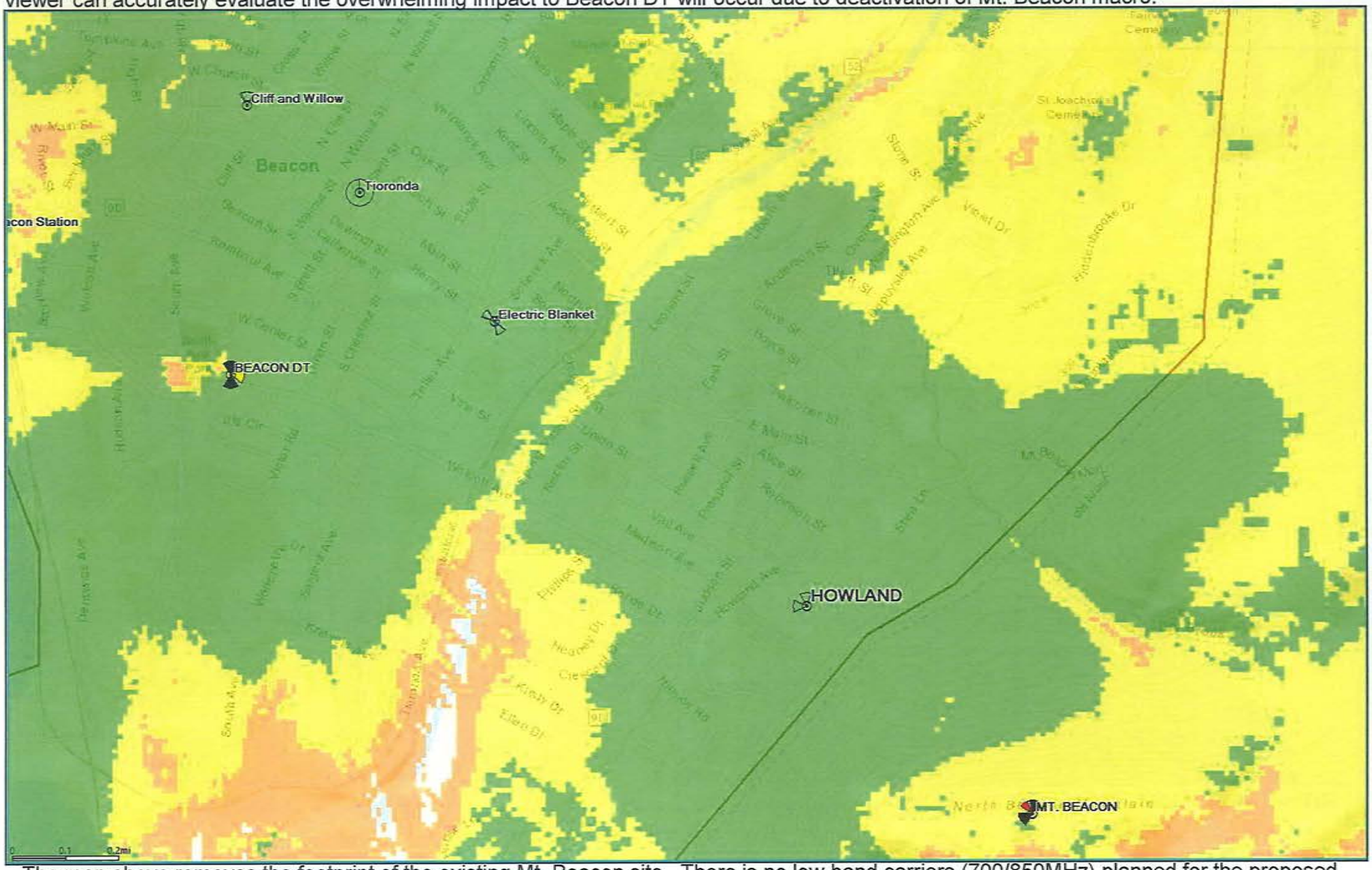
Mt. Beacon LTE OFF 700MHz Best Server -95dBm RSRP

Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate the overwhelming impact to Beacon DT will occur due to deactivation of Mt. Beacon macro.



The map above removes the footprint of the existing Mt. Beacon site. There is no low band carriers (700/850MHz) planned for the proposed Howland site. Later in this document are slides showing where the proposed high band carriers (AWS/PCS) will provide offload.

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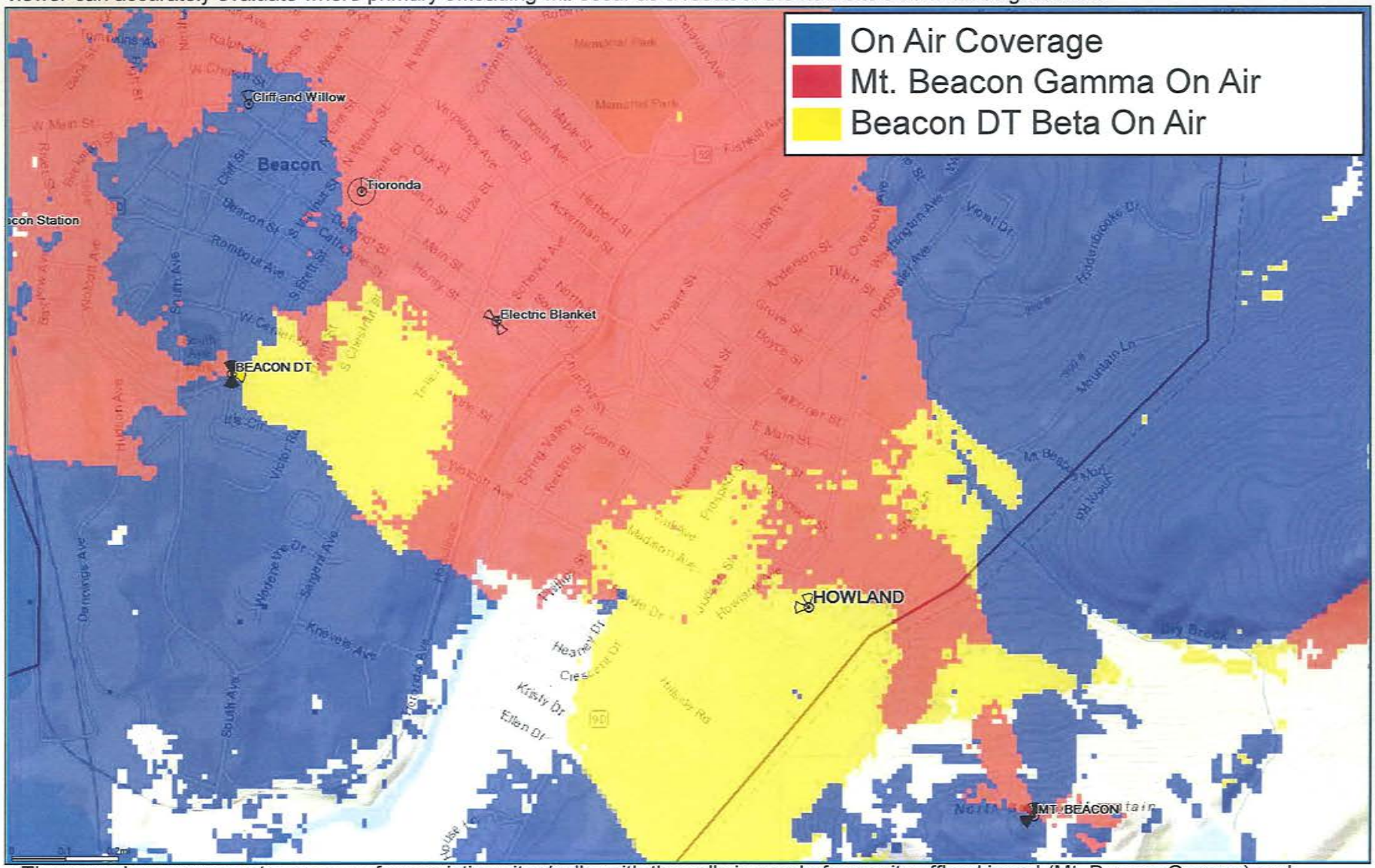
Existing 2100MHz Best Server -95dBm RSRP

Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area.



The map above represents coverage from existing sites/cells, with the cells in need of capacity offload in red (Mt. Beacon Gamma) and yellow (Beacon DT Beta) Blue coverage is from other on air sites/sectors.

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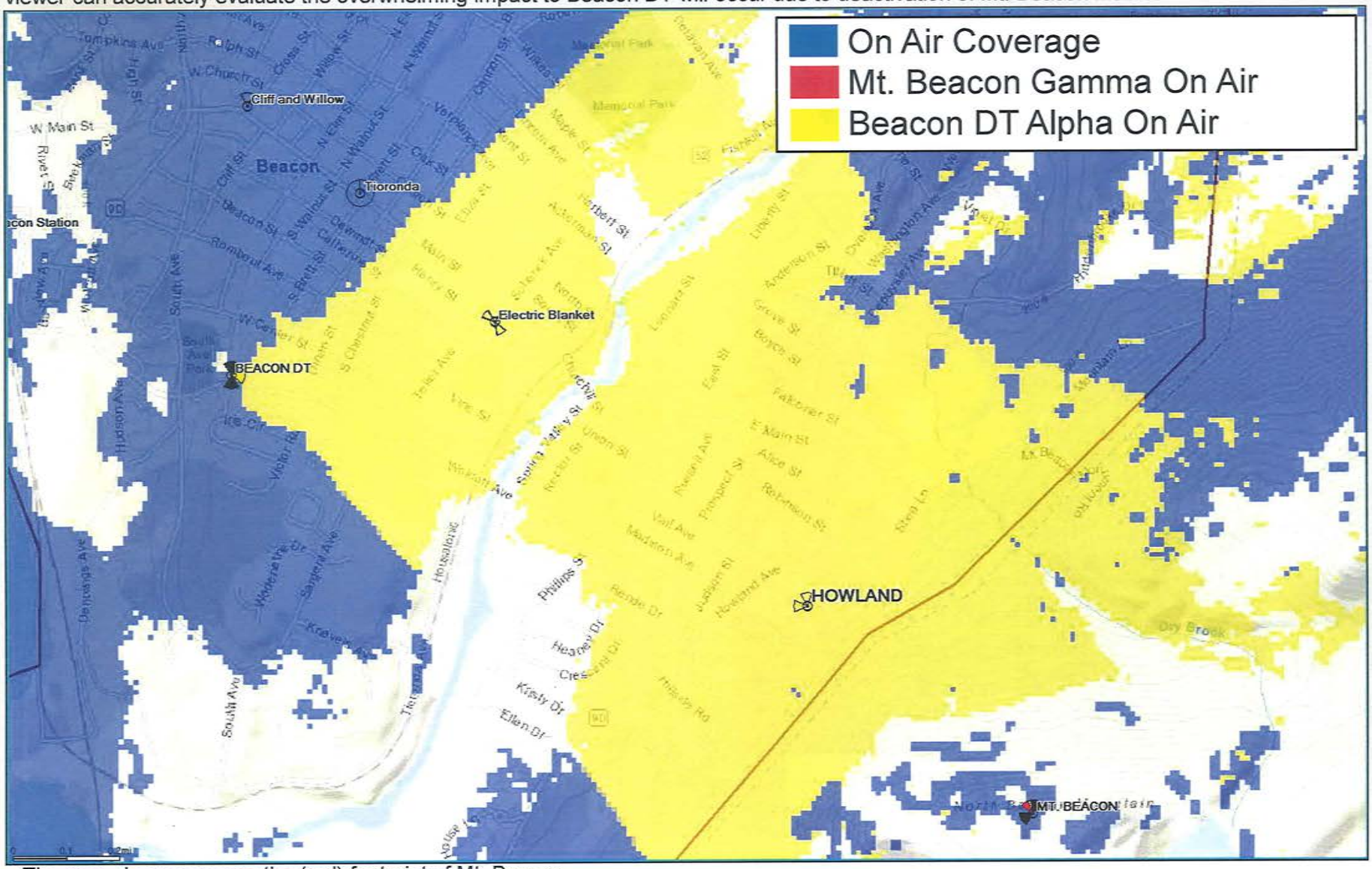
Proposed 2100MHz Best Server -95dBm RSRP

Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate the overwhelming impact to Beacon DT will occur due to deactivation of Mt. Beacon macro.



The map above removes the (red) footprint of Mt. Beacon.

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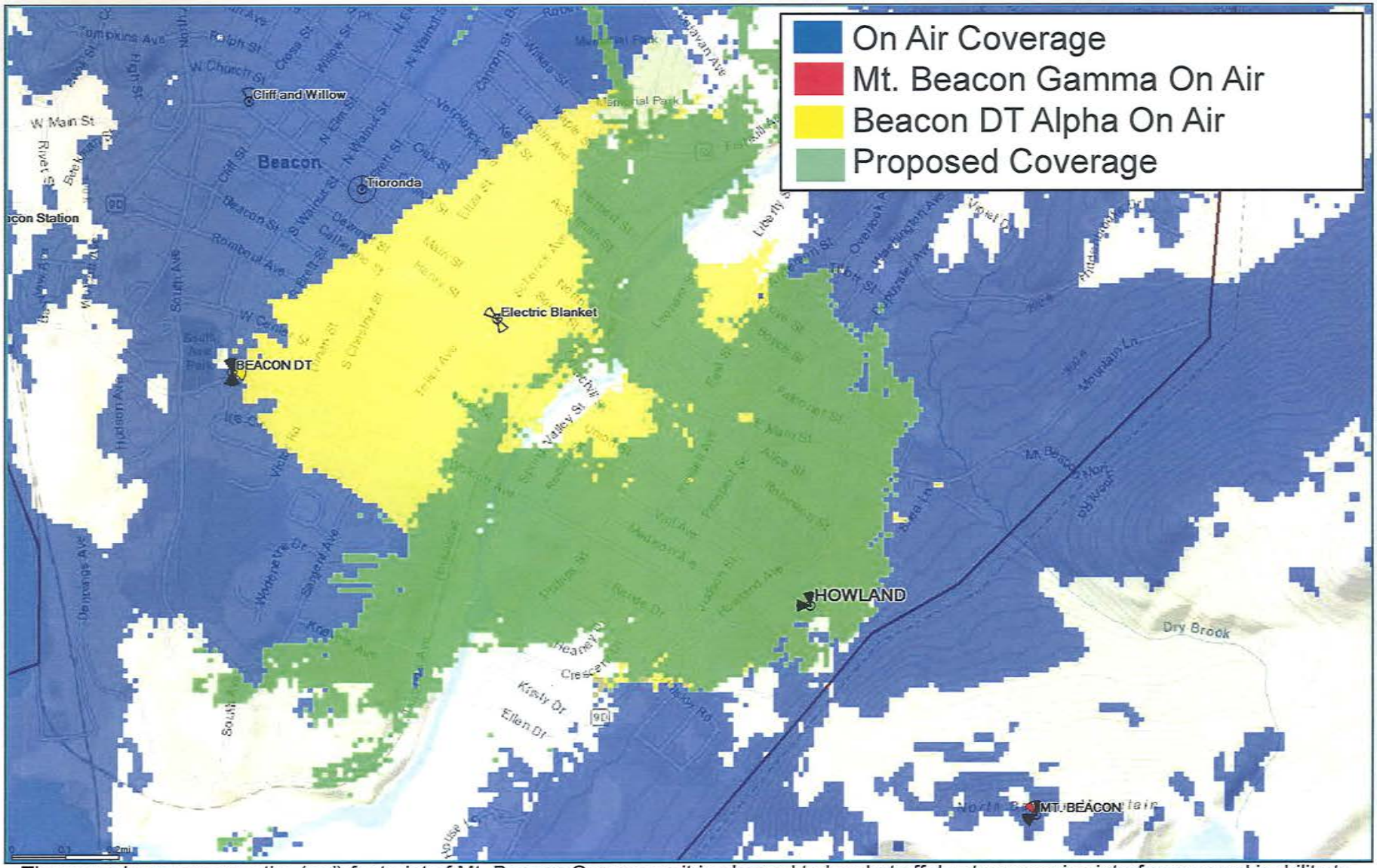
Proposed (Mt. Beacon Gamma Off) 2100MHz Best Server -95dBm RSRP

Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area (at 50' ACL).



The map above removes the (red) footprint of Mt. Beacon Gamma as it is planned to be shut off due to excessive interference and inability to serve the intended area. The green best server footprint represents the proposed Howland coverage area. Activation of Howland will be a coordinated event along with additional containment of Beacon DT in order to maintain sector dominance and proper network performance.

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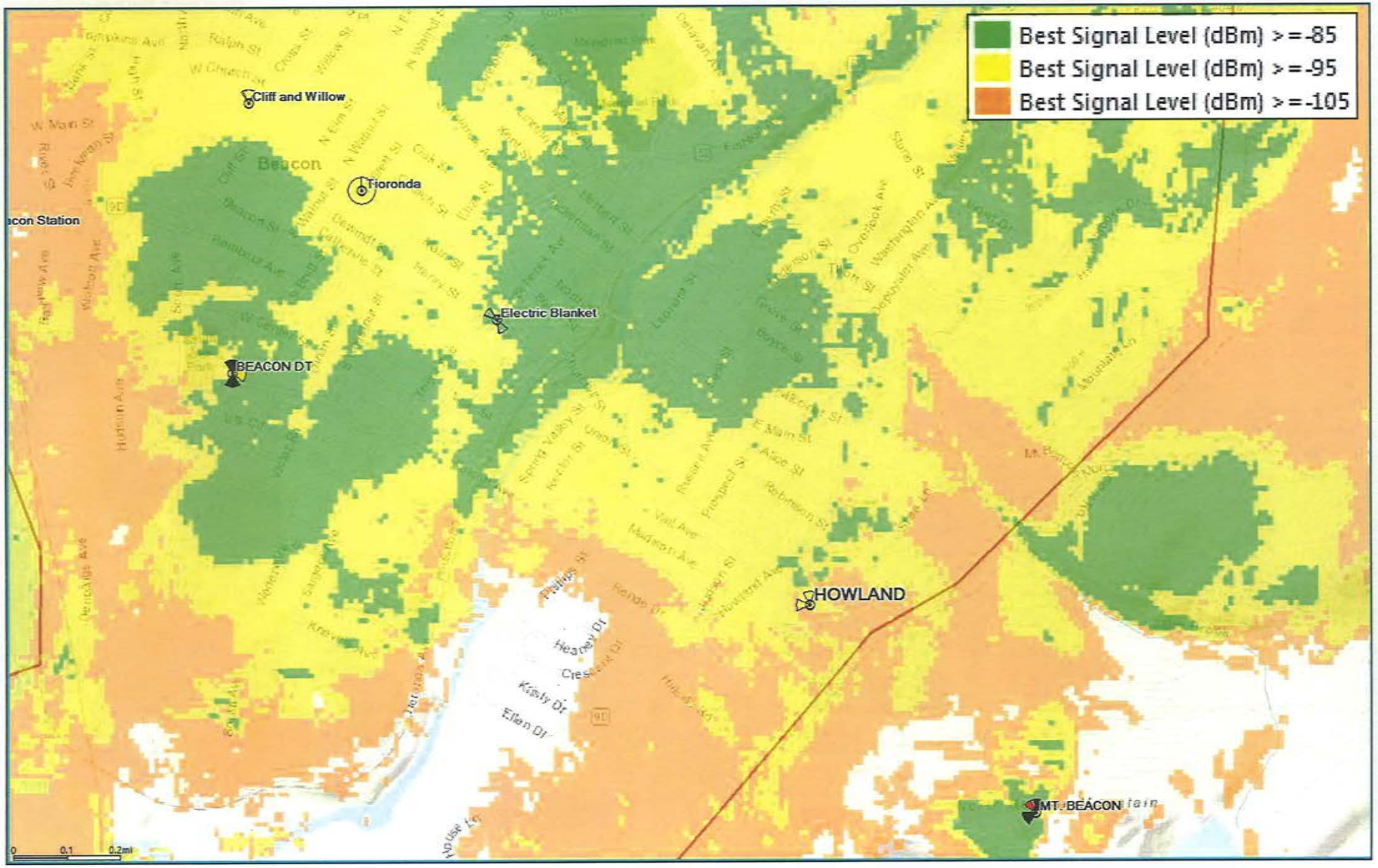
Existing 2100MHz Coverage

This coverage map shows existing high band RF conditions in and around the Electric Blanket site area.



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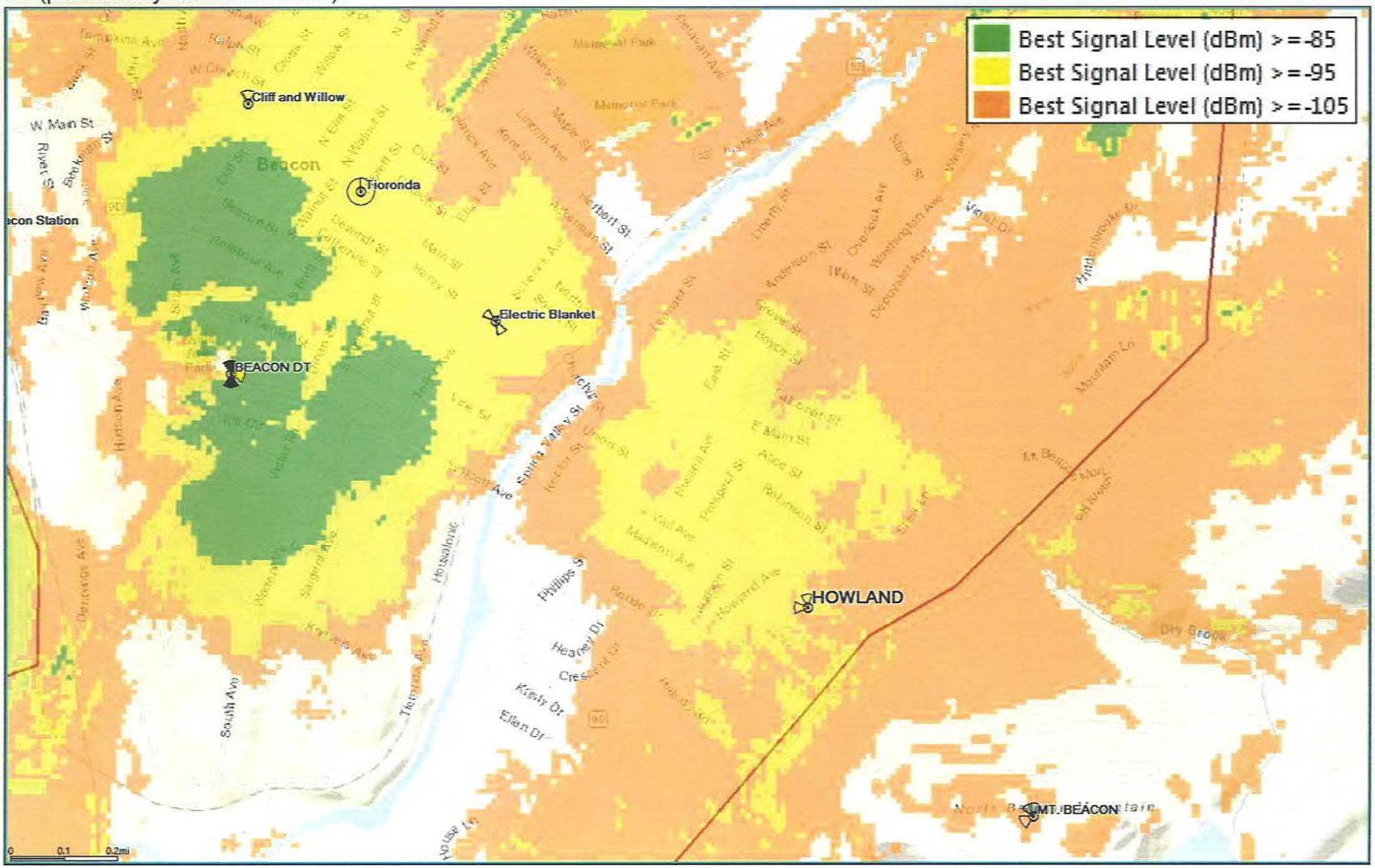
Existing 2100MHz Coverage (Mt. Beacon Gamma Off Air)

This coverage map shows future high band RF conditions in and around the Howland Micro site area after Mt. Beacon Gamma is off air (prior to any new activations).



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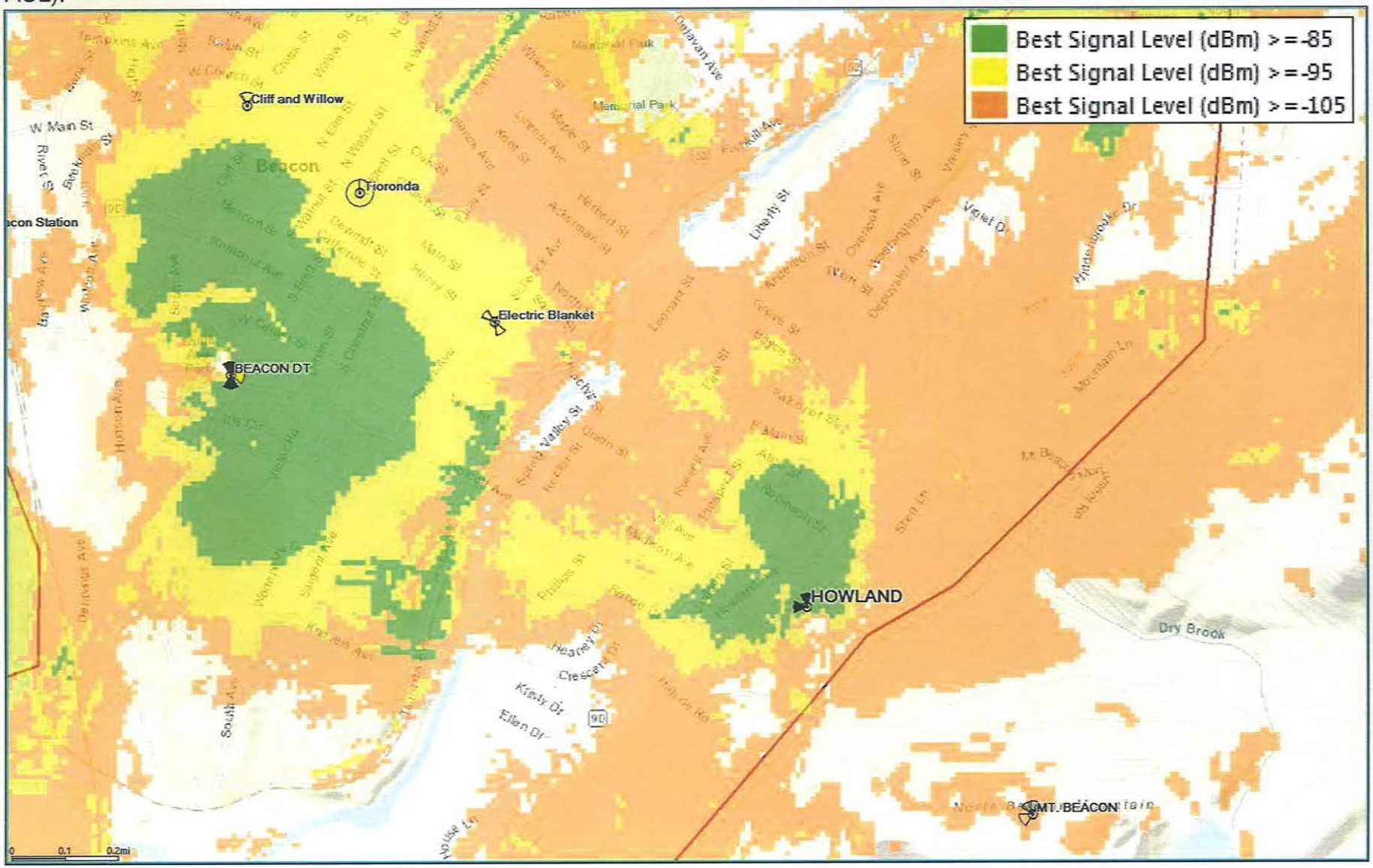
Proposed 2100MHz Coverage

This coverage map shows proposed high band RF conditions (Mt. Beacon off air) in and around the Howland Micro site area (at 50' ACL).



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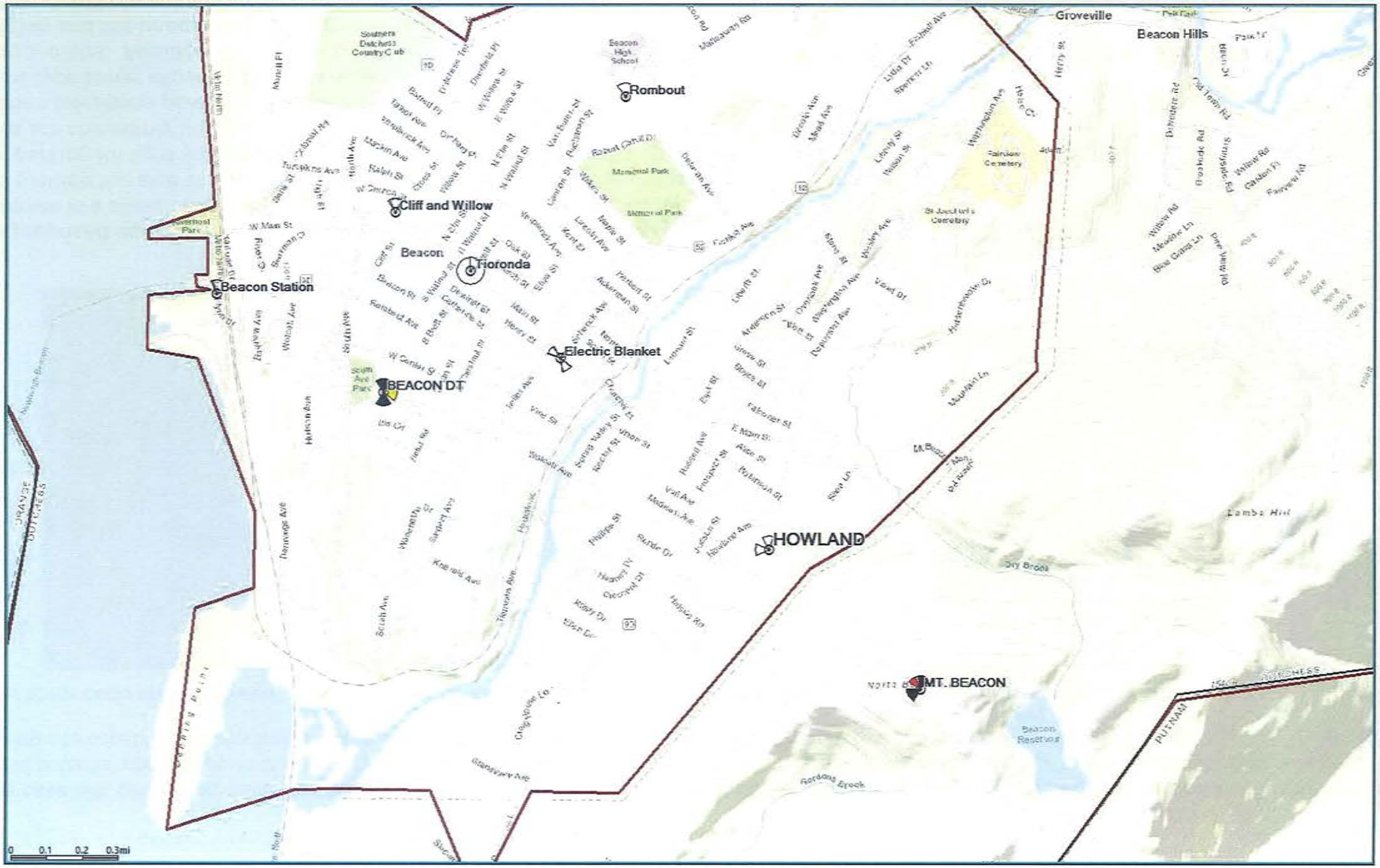
Other sites in development

This map shows the approximate locations of other sites at various stages of development including Beacon Station, Rombout, Cliff and Willow, Tioronda and Electric Blanket.



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Site Selection Analysis and Steath Design

The following candidates were considered throughout the process of developing the Howland ring:

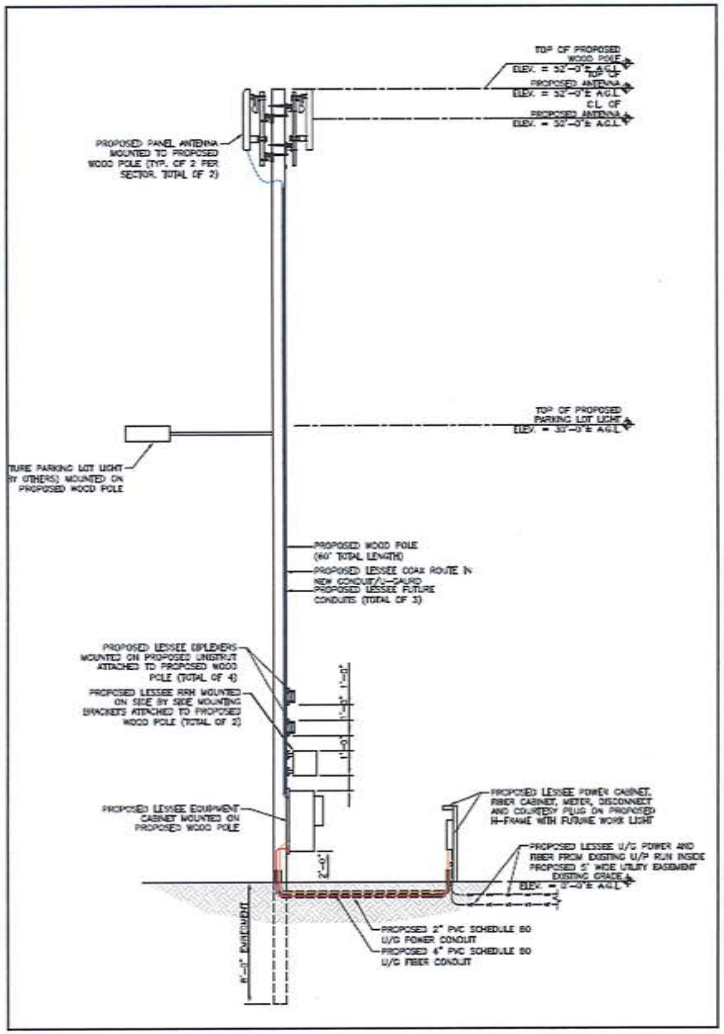
A. 41.494749°, -73.955751°(Ability Beyond Disability Roof Co-Lo) RF Rejected, ACL too low, obscured by local clutter
B. 41.494518°, -73.955562°, (Ability Beyond Disability Telephone Pole) RF Approved at 50' ACL

As is the case with other micro sites the search area provided to Site Acquisition (SACQ) by RF Engineering is relatively limited in size which in turn limits the number of potential candidates, in this case there were two. Due to the small nature of the target area, coordination with other sites in design, interest in maximizing site capabilities while limiting the number of solutions required limits the areas where this site will work as identified below.

The new town code was reviewed and there were no city owned or higher priority potential sites available to co-locate on in this area.

Search Area

The proposed use of a wooden telephone pole to mount the required antennas is a stealth proposal. The antennas are flush mounted to the pole limiting the size of the antenna array. This pole can also be utilized as a parking lot light structure as shown in the elevation view. Telephone poles are commonly utilized in this area of the city and by use of a wooden telephone pole versus a steel monopole, self support or other lattice type tower allows the proposed application to blend into the surroundings. Additionally since it is located between the adjacent building and the unpopulated hillside it is out of the way with no skyline profile. It will blend into the hillside by design achieving stealth.



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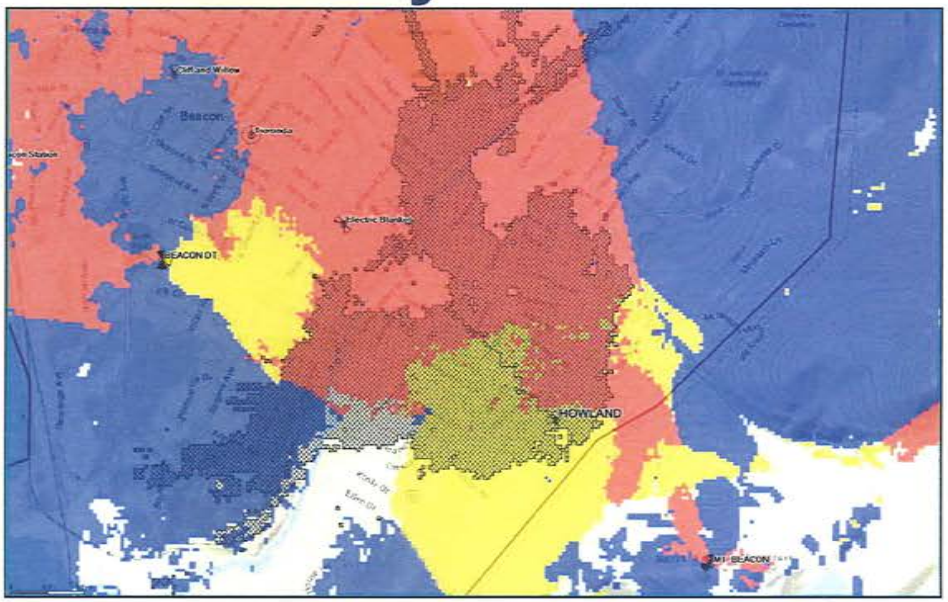
RF Justification Summary



The proposed site at 50' improves coverage and capacity within the entire shaded area shown above. The significant gaps within these areas which currently result with overburdened low band conditions as shown on slides 8&9 will be significantly improved and are expected to be resolved in conjunction with other area activations planned which will allow for deactivation of Mt. Beacon Gamma sector.

The network was analyzed to determine whether there is sufficient **RF coverage and capacity** in the City of Beacon. It was determined that there are significant gaps in adequate LTE service for Verizon Wireless in the 700 and 2100MHz frequency bands. In addition to the coverage deficiencies, Verizon Wireless' network does not have sufficient capacity (low band or high band) to handle the existing and projected LTE voice and data traffic in the area near and neighboring the proposed Howland micro facility ("targeted service improvement area"). Based on the need for additional coverage and capacity while considering the topography and wide area requiring service, any further addition of capacity to long distance existing sites does not remedy Verizon's significant gap in reliable service. Therefore, the proposed facility is also needed to provide "**capacity relief**" to the existing nearby Verizon Wireless sites, allowing the proposed facility and those neighboring sites to adequately serve the existing and projected capacity demand in this area.

With the existing network configuration there are significant gaps in service which restricts Verizon Wireless customers from originating, maintaining or receiving reliable calls and network access. It is our expert opinion that the proposed height will satisfy the coverage and capacity needs of Verizon Wireless and its subscribers in this portion of Beacon and the Howland micro project area. The proposed location depicted herein satisfies the identified service gaps and is proposed at the minimum height necessary for adequate service.

Michael R. Crosby

Michael R. Crosby
Engineer IV – RF Design
Verizon Wireless

verizon

VERIZON WIRELESS MAINTENANCE AND INSPECTION PLAN
HOWLAND MICRO FACILITY

Verizon Wireless will maintain the approved communications facility located at 110 Howland Avenue, Beacon, New York in a safe manner and in compliance with all applicable conditions any necessary approvals granted from the City of Beacon, as well as all applicable and permissible codes, ordinances and regulations, including any and all applicable city, county, state and federal laws, rules and regulations.

The approved communications facility will be unmanned, and will be visited by Network Operations personnel for routine maintenance and inspection purposes approximately one to three times per year (as needed). Verizon Wireless will maintain the tower and any roads or surrounding areas under its control in a good and safe condition. A records log will be kept at the site to keep track of any issues identified at the site visits.

The site will also be hard wired to Verizon Wireless Network Operation Center ("NOC"), which is manned twenty-four hours a day, seven days a week, 365 days a year. If there is a significant issue at the facility, it will trigger an alarm at the NOC and an appropriate response will be provided.

Any items requiring maintenance or repair will be addressed in a prompt and workman-like manner by qualified professions.

November 19, 2018

MILLENNIUM ENGINEERING, P.C.
132 Jaffrey Road
Malvern, Pennsylvania 19355

Cell: 610-220-3820
www.millenniumeng.com

Fax: 610-644-4355
Email: pauldugan@comcast.net

November 6, 2018

Attn: Naveen Gupta, RF Design Engineer
Verizon Wireless
1275 John Street, Suite# 100
West Henrietta, NY 14586

Re: RF Safety FCC Compliance of Proposed Communications Facility
Site Name: Howland Micro, Proposed 52' Wooden Lightpole
110 Howland Avenue, Beacon, NY 12508 (City of Beacon, Dutchess County)
Latitude 41° 29' 40.44" N, Longitude 73° 57' 19.92" W (NAD83), G.E. 274' A.M.S.L.

Dear Mr. Gupta,

I have performed an analysis to provide an independent determination and certification that the proposed Verizon Wireless communications facility at the above referenced property will comply with Federal Communications Commission (FCC) exposure limits and guidelines for human exposure to radiofrequency electromagnetic fields (Code of Federal Regulation 47 CFR 1.1307 and 1.1310). As a registered professional engineer, I am under the jurisdiction of the State Registration Boards in which I am licensed to hold paramount the safety, health, and welfare of the public and to issue all public statements in an objective and truthful manner.

The proposed communications facility consists of a proposed 52' wooden lightpole at the above referenced property. The proposed Verizon Wireless antenna configuration from the information furnished to me consists of (1) 1900/2100 MHz (LTE) dualband antenna (CommScope NHH-45A-R2B or equivalent) on each of two faces (total of 2 antennas) spaced with azimuths of 335/270 degrees on the horizontal plane at a centerline of 50' above ground level and no mechanical downtilt. Transmitting from these antennas will be (1) 1900 MHz LTE wideband channel and (1) 2100 MHz LTE wideband channel per face. The proposed Verizon Wireless antennas will be mounted at the top of the proposed pole at a centerline of 2' below the top of the pole and 20' above the proposed parking lot light.

The following assumptions are made for reasonable upper limit radiofrequency operating parameters for the proposed facility due to the Verizon Wireless antennas alone:

- (1) 1900/2100 MHz (LTE) dualband transmit antenna per face at 0-10 degrees mechanical downtilt
- (1) 1900 MHz LTE wideband channel/face at 4x40W max power/face before cable loss/antenna gain
- (1) 2100 MHz LTE wideband channel/face at 4x40W max power/face before cable loss/antenna gain
- The facility would be at or near full capacity during busy hour

Using the far-field power density equations from FCC Bulletin OET 65, the power density at any given distance from the antennas is equal to $0.360(ERP)/R^2$ where R is the distance to the point at which the exposure is being

calculated. The given equation is a conversion of the OET 65 power density equation for calculating power density given the distance in feet and the result in metric units (mW/cm^2). This calculated power density assumes the location is in the main beam of the vertical pattern of the antenna. After making an adjustment for the reduction in power density due to the vertical pattern of the transmit antenna, the calculated ground level power density is well below 1 % of the FCC general population exposure limit at any distance from the antenna system of Verizon Wireless.

The 1900 MHz (PCS) "C4/C5 Block" transmit frequencies (1980-1990 MHz), which Verizon Wireless is licensed by the FCC to operate, have an uncontrolled/general population maximum permissible exposure (MPE) FCC limit of 1000 $\mu W/cm^2$ or 1 mW/cm^2. The 2100 MHz (AWS) "B Block", "C Block" and "D Block" transmit frequencies (2120-2130, 2130-2135, 2135-2140 MHz), which Verizon Wireless is also licensed by the FCC to operate, have an uncontrolled/general population MPE FCC limit of 1000 $\mu W/cm^2$ or 1 mW/cm^2. Therefore, the exposure at ground level at any distance from the structure would substantially below 1 % of the FCC general population exposure limits due to the Verizon Wireless antenna alone. The extremely low ground exposure levels are due to the elevated positions of the antennas on the structure and the low power which these systems operate. See Figures 1 and 2 in back of this report which discuss the relationship between height, proximity or distance, and orientation to level of electromagnetic field exposure.

I have performed a near-field analysis to determine the exposure levels directly in front of the proposed Verizon Wireless antennas for the safety of occupational workers. **The calculated exposure is below the FCC occupational exposure limits at 3 feet directly in front of the antennas.** As a general rule, occupational workers should maintain a distance of 3 feet from all transmitting antennas.

In summary, the proposed communications facility will comply with all applicable exposure limits and guidelines adopted by the FCC governing human exposure to radiofrequency electromagnetic fields (FCC Bulletin OET 65). Federal law (FCC Rule Title 47 CFR 1.1307 and 1.1310) sets the national standard for compliance with electromagnetic field safety. The FCC exposure limits are based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc., (IEEE) and adopted by the American National Standards Institute (ANSI). **Thus, there is full compliance with the standards of the IRPA, FCC, IEEE, ANSI, and NCRP.**

General Information on Electromagnetic Field Safety

Verizon Wireless facilities transmit and receive low power electromagnetic fields (EMF) between base station antennas and handheld portable cell phones. The radiofrequency energy from these facilities and devices is non-ionizing electromagnetic energy. Non-ionizing, unlike X-Rays or other forms of potentially harmful energy in the microwave region, is not cumulative over time nor can the energy change the chemical makeup of atoms (e.g. strip electrons from ions). "Non-ionizing" simply means that the energy is not strong enough to break ionic bonds.

Safe levels of electromagnetic fields were determined by numerous worldwide organizations, such the International Committee for Non-Ionizing Radiation Protection, a worldwide multi-disciplinary team of researchers and scientists studying the effects of non-ionizing radiofrequency energy such as that emitted by base stations or cell phones. The FCC did not arbitrarily establish their own standards, but rather adopted the recommendations of all leading organizations that set standards and research the subject such as the Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), and National Council on Radiation Protection and Measurements (NCRP).

When Verizon Wireless, or any commercial wireless communications licensee, is located on an antenna structure such as a self-supporting lattice type tower, lattice tower, guyed tower, watertank, etc. the antennas are typically

10 meters or more above ground level (10 meters = 32.81 feet). With the relatively low power and elevated positions of the antennas on the structure with respect to ground level, the maximum ground level exposure can rarely approach 1 % of the applicable FCC exposure limit regardless of how many sets of antennas are collocated on the structure. For this reason, the FCC considers the facilities "categorically excluded" from routine evaluation at antenna heights above 10 meters (or above 32.81 feet). Categorical exclusion exempts a site from routine on-site evaluation. However, the facility is not excluded from compliance with the federal exposure limits and guidelines. The types of facilities used by Verizon Wireless typically elevated on antenna structures (away from access to close proximity, i.e. greater than 10 meters or 32.81 feet) simply cannot generate ground level exposure levels that approach the limits under any circumstances.

From a regulatory perspective, the FCC has sole jurisdiction over the regulation of electromagnetic fields from all facilities and devices. The FCC has established guidelines and limits over emissions and exposure to protect the general public. The FCC also has certain criteria that trigger when an environmental evaluation must be performed. The criteria are based on distance from the antennas (accessibility) and transmit power levels.

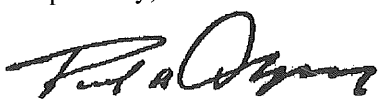
CONCLUSIONS:

1) **The proposed communications facility will comply with electromagnetic field safety standards by a substantial margin (well below 1 %) in all publicly accessible areas. This includes the base of the proposed structure and any areas in proximity to the proposed structure.**

2) **Verizon Wireless takes appropriate measures to ensure that all telecommunications facilities (including this proposed facility) comply with applicable exposure limits and guidelines adopted by the FCC governing human exposure to radiofrequency electromagnetic fields (FCC Bulletin OET 65).**

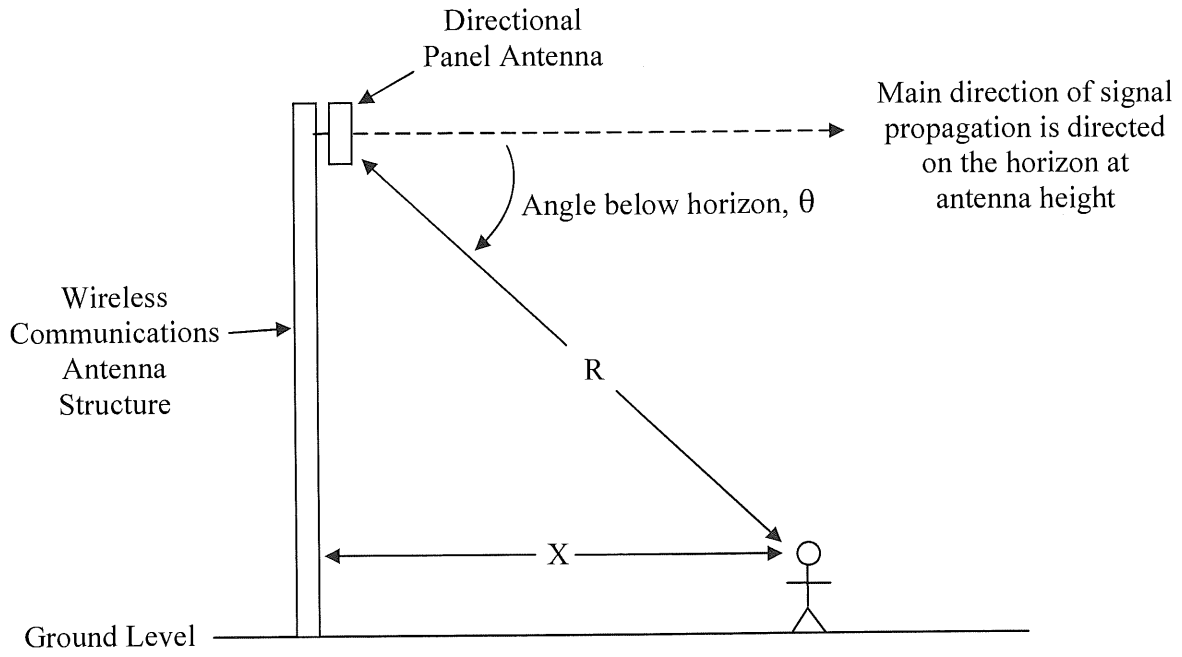
3) **In cases where such compliance exists, the subject of electromagnetic field safety is preempted**. The Telecommunications Act of 1996 states that: "No state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the [FCC's] regulations concerning such emissions." Telecommunications Act of 1996, § 332[c][7][B][iv].

Respectfully,



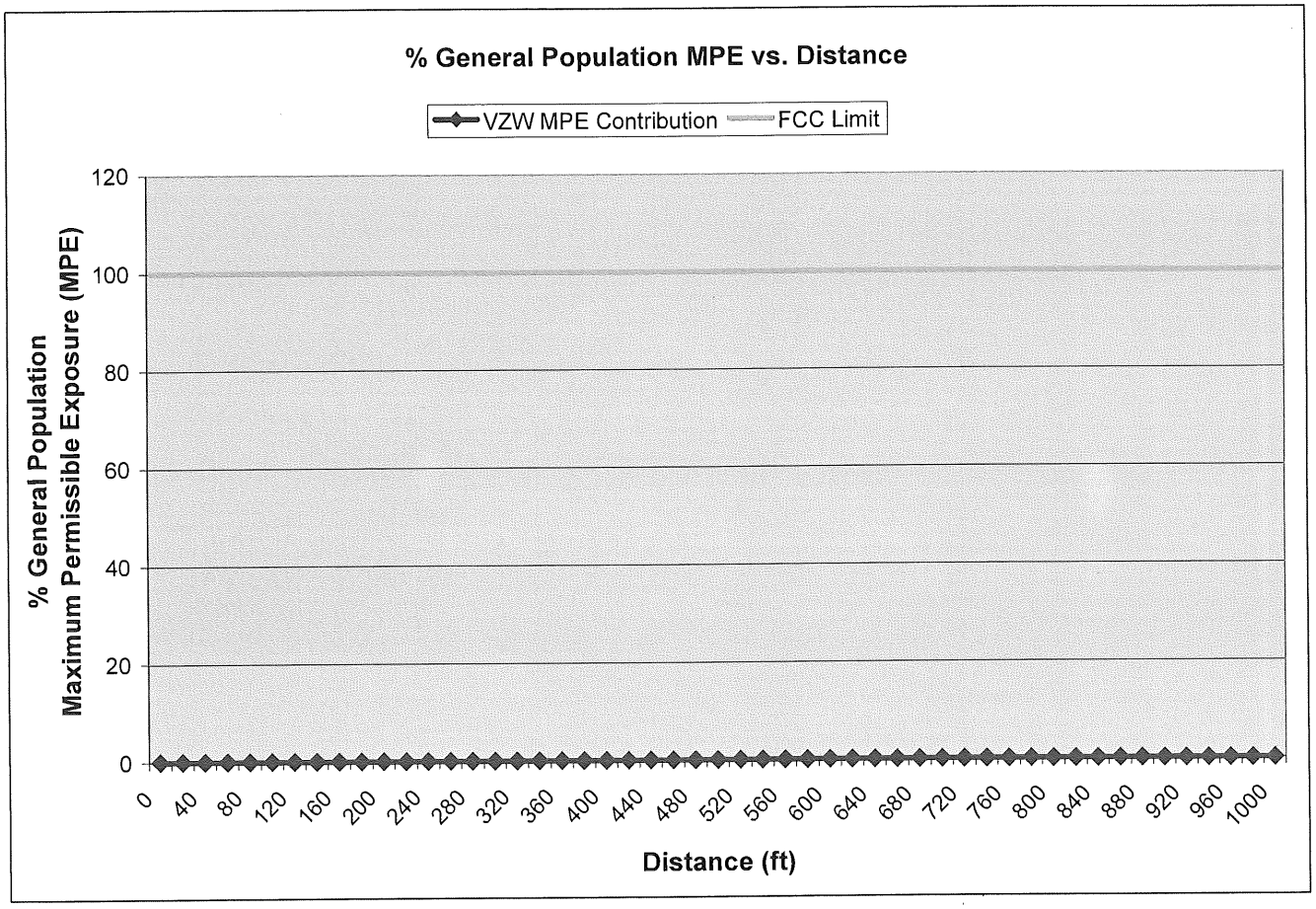
Paul Dugan, P.E.
Registered Professional Engineer
New York License Number 79144

FIGURE 1: Diagram of Electromagnetic Field Strength as a Function of Distance and Antenna Orientation



The above diagram illustrates the conceptual relationship of distance and orientation to directional panel antennas used in wireless communications. At the base of the structure (x = 0), the distance R is a minimum when the angle of the direction of propagation θ is a maximum. As one moves away from the antenna structure, the horizontal distance X increases as well as the distance R to the antennas while the angle below the horizon decreases. For this reason, electromagnetic fields from these facilities remain fairly uniform up to a few hundred feet and continue to taper off with distance. As noted in the report, the electromagnetic fields from these types of facilities are hundreds of times below safety standards at any distance from the antenna structure, making them essentially indistinguishable relative to other sources of electromagnetic fields in the environment due to the elevated heights of the antennas and the relatively low power at which these systems operate.

FIGURE 2: Graph of MPE Contribution vs. Distance



The above graph represents the contribution of Verizon Wireless to the composite electromagnetic field exposure level at any distance from the base of the structure. The contribution of Verizon Wireless will remain well under 1% of the FCC general population maximum permissible exposure (MPE) at any distance as shown.

DECLARATION OF ENGINEER

Paul Dugan, P.E., declares and states that he is a graduate telecommunications consulting engineer (BSE/ME Widener University 1984/1988), whose qualifications are a matter of record with the Federal Communications Commission (FCC). His firm, Millennium Engineering, P.C., has been retained by Verizon Wireless to perform power density measurements or calculations for an existing or proposed communications facility and analyze the data for compliance with FCC exposure limits and guidelines for human exposure to radiofrequency electromagnetic fields.

Mr. Dugan also states that the calculations or measurements made in the evaluation were made by himself or his technical associates under his direct supervision, and the summary letter certification of FCC compliance associated with the foregoing document was made or prepared by him personally. Mr. Dugan is a registered professional engineer in the Jurisdictions of Pennsylvania, New Jersey, Delaware, Maryland, Virginia, New York, Connecticut, District of Columbia, West Virginia and Puerto Rico with 30 years of engineering experience. Mr. Dugan is also an active member of the Association of Federal Communications Consulting Engineers, the National Council of Examiners for Engineering, the National Society of Professionals Engineers, the Pennsylvania Society of Professional Engineers, and the Radio Club of America. Mr. Dugan further states that all facts and statements contained herein are true and accurate to the best of his own knowledge, except where stated to be in information or belief, and, as to those facts, he believes them to be true. He believes under penalty of perjury the foregoing is true and correct.

Paul Dugan, P.E.

Executed this the 6th day of November, 2018.

PAUL DUGAN, P.E.
132 Jaffrey Road
Malvern, Pennsylvania 19355

Cell: 610-220-3820
Fax: 610-644-4355
Email: pauldugan@comcast.net
Web Page: www.millenniumeng.com

EDUCATION:

Widener University, Chester, Pennsylvania
Master of Business Administration, July 1991
Master of Science, Electrical Engineering, December 1988
Bachelor of Science, Electrical Engineering, May 1984

PROFESSIONAL ASSOCIATIONS:

Registered Professional Engineer in the following jurisdictions:

Pennsylvania, License Number PE-045711-E
New Jersey, License Number GE41731
Maryland, License Number 24211
Delaware, License Number 11797
Virginia, License Number 36239
Connecticut, License Number 22566
New York, License Number 079144
District of Columbia, License Number PE-900355
West Virginia, License Number 20258
Puerto Rico, License Number 18946

Full member of **The Association of Federal Communications Consulting Engineers** (www.afcce.org) January 1999 to Present
Elected to serve on the Board of Directors for 2006-2007

Full member of **The National Society of Professional Engineers** (www.nspe.org) and the **Pennsylvania Society of Professional Engineers** (www.pspe.org) June 2003 to Present
Currently serving on the Board of Directors of the Valley Forge Chapter and as South East Region Vice-Chair for the "Professional Engineers in Private Practice" Executive Committee

Actively participate in **Chester County ARES/RACES** (CCAR www.w3eoc.org) which prepares and provides emergency backup communications for Chester County Department of Emergency Services, March 2005 to Present

Full member of **The National Council of Examiners for Engineering** (www.ncees.org) May 2001 to Present

Full Member of **The Radio Club of America** (www.radio-club-of-america.org) December 2003 to present

PROFESSIONAL EXPERIENCE:

Millennium Engineering, P.C., Malvern, Pennsylvania
Position: **President**, August 1999 to Present (www.millenniumeng.com)

Verizon Wireless, Plymouth Meeting, Pennsylvania
Position: **Cellular RF System Design/Performance Engineer**, April 1990 to August 1999

Communications Test Design, Inc., West Chester, Pennsylvania
Position: **Electrical Engineer,** May 1984 to April 1990

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November 6, 2018

Attn: Naveen Gupta, RF Design Engineer
Verizon Wireless
1275 John Street, Suite# 100
West Henrietta, NY 14586

Re: Non-Interference Certification of Proposed Communications Facility
Site Name: Howland Micro, Proposed 52' Wooden Lightpole
110 Howland Avenue, Beacon, NY 12508 (City of Beacon, Dutchess County)
Latitude 41° 29' 40.44" N, Longitude 73° 57' 19.92" W (NAD83), G.E. 274' A.M.S.L.

Dear Mr. Gupta,

I have performed an analysis to provide an independent interference evaluation and certification that the proposed Verizon Wireless communications facility at the above referenced property will comply with Federal Communications Commission (FCC) licensed operating parameters and that the system will be free of disruptive radiofrequency interference or cause interference to other wireless systems. As a registered professional engineer, I am under the jurisdiction of the State Registration Boards in which I am licensed to hold paramount the safety, health, and welfare of the public and to issue all public statements in an objective and truthful manner.

The proposed communications facility consists of a proposed 52' wooden lightpole at the above referenced property. The proposed Verizon Wireless antenna configuration from the information furnished to me consists of (1) 1900/2100 MHz (LTE) dualband antenna (CommScope NHH-45A-R2B or equivalent) on each of two faces (total of 2 antennas) spaced with azimuths of 335/270 degrees on the horizontal plane at a centerline of 50' above ground level and no mechanical downtilt. Transmitting from these antennas will be (1) 1900 MHz LTE wideband channel and (1) 2100 MHz LTE wideband channel per face. The proposed Verizon Wireless antennas will be mounted at the top of the proposed pole at a centerline of 2' below the top of the pole and 20' above the proposed parking lot light.

In Dutchess County, Verizon Wireless is licensed by the FCC to transmit in the 1900 MHz (PCS) "C4/C5 Block" transmit frequencies (1980-1990 MHz) and the 2100 MHz (AWS) "B Block", "C Block" and "D Block" transmit frequencies (2120-2130, 2130-2135, 2135-2140 MHz).

Verizon Wireless, other commercial wireless communications licensees, broadcast facilities, public safety communications systems, and utility companies collocate routinely with some basic precautions and there will be no interference issues with the proposed antennas. The licensees that collocate on these types of structures all must operate within their licensed operating parameters. A commercial wireless communications antenna system operates at a frequency and power level authorized by the FCC and, with proper precautions, will not interfere with antenna systems of other commercial wireless services, public safety telecommunications, airport navigation, broadcast radio and television, cordless phones, computers, etc., or other community office or

residential household appliances. The different operating frequencies and relatively low power that commercial wireless communications antenna systems operate allow these systems to co-exist in close proximity.

When two or more wireless communications systems co-exist on the same structure or in very close proximity, there is the potential for many forms of interference between systems, such as intermodulation distortion. For the proposed facility subject to this application, no other base station antennas are in close proximity for which to model for intermodulation.

There is nothing commercial wireless communications licensees could gain by operating (intentionally or inadvertently) outside of their licensed operating parameters. The network equipment used by the licensees is designed to operate at certain frequencies and power levels and sharp filtering is designed into the transmit/receive paths to ensure a clean radio system. The technicians who visit the facility for routine maintenance generally perform FCC testing to ensure proper operation of the facility and the systems are monitored remotely twenty-four hours a day, seven days per week. Furthermore, radios are designed so that virtually any type of radio equipment malfunction would cause the radio to shut down.

The FCC has remediation processes to help protect the community. If a complaint is filed with the FCC, the FCC would investigate the complaint and notify the licensee to resolve any issues whether actual or perceived. Failure to comply or negligence on the part of the licensee may result in stiff fines.

In summary, the proposed communications facility will not cause any disruptive interference with any transmitter or receiver that will co-exist at, on or near the same communications structure.

Respectfully,

Paul Dugan, P.E.
Registered Professional Engineer
New York License Number 79144

DECLARATION OF ENGINEER

Paul Dugan, P.E., declares and states that he is a graduate telecommunications consulting engineer (BSE/ME Widener University 1984/1988), whose qualifications are a matter of record with the Federal Communications Commission (FCC). His firm, Millennium Engineering, P.C., has been retained by Verizon Wireless to perform a collocation interference analysis for an existing or proposed communications facility.

Mr. Dugan also states that the calculations or measurements made in the evaluation were made by himself or his technical associates under his direct supervision, and the summary letter certification of FCC compliance associated with the foregoing document was made or prepared by him personally. Mr. Dugan is a registered professional engineer in the Jurisdictions of Pennsylvania, New Jersey, Delaware, Maryland, Virginia, New York, Connecticut, District of Columbia, West Virginia and Puerto Rico with over 30 years of engineering experience. Mr. Dugan is also an active member of the Association of Federal Communications Consulting Engineers, the National Council of Examiners for Engineering, the National Society of Professionals Engineers, the Pennsylvania Society of Professional Engineers, and the Radio Club of America. Mr. Dugan further states that all facts and statements contained herein are true and accurate to the best of his own knowledge, except where stated to be in information or belief, and, as to those facts, he believes them to be true. He believes under penalty of perjury the foregoing is true and correct.

Paul Dugan, P.E.

Executed this the 6th day of November, 2018.

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Communications Test Design, Inc., West Chester, Pennsylvania
Position: **Electrical Engineer,** May 1984 to April 1990

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information

Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless

Name of Action or Project:

Howland Micro

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

110 Howland Avenue, Beacon, Duchess County, NY

Brief Description of Proposed Action:

Construct a proposed 52 foot wooden pole with two proposed antennas within a 102 square foot lease area for telecommunications equipment. Verizon Wireless proposes to utilize the existing paved access road. Utility conduits are to extend underground along the perimeter of the paved parking area for approximately 250 feet to an existing utility pole.

Name of Applicant or Sponsor:	Telephone:
Verizon Wireless	E-Mail: kathy.pomponio@verizonwireless.com

Address:

1275 John Street, Suite 100

City/PO:	State:	Zip Code:
West Henrietta	NY	14586

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3.a. Total acreage of the site of the proposed action? 6 acres

b. Total acreage to be physically disturbed? <1 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <1 acres

4. Check all land uses that occur on, adjoining and near the proposed action.

☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)

☑ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

☐ Parkland

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☑	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☑	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Minimal increase of energy	☐	☑	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☑	☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☑	☐	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☑	☐	
b. Is the proposed action located in an archeological sensitive area?	☑	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☑	☐	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100 year flood plain?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☑	☐

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

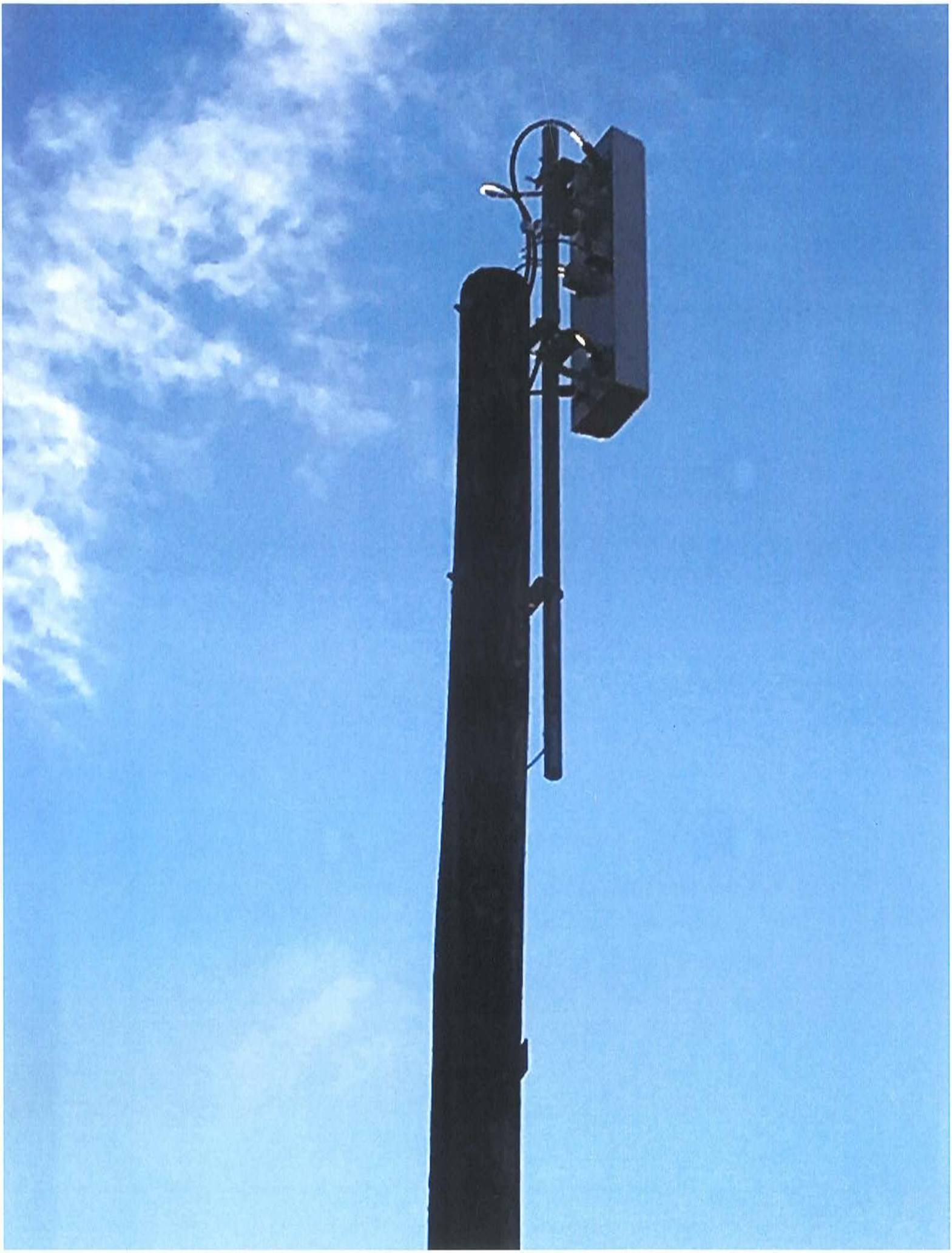
Applicant/sponsor name: Verizon Wireless Date: November 13, 2018

Signature: Elaine Langer

PRINT FORM


ROYAL


AS316



SITE NAME: Howland Micro
SITE NUMBER: NY 20161509173
ATTY/DATE: YS / Sept. 5, 2018

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this 29th day of October, 2018, between **Ability Beyond Disability,** a New York Non-Stock Corporation with a mailing address at 4 Berkshire Boulevard, Bethel, Connecticut 06801 hereinafter designated LESSOR and **Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

1. PREMISES. LESSOR hereby leases to LESSEE approximately one hundred two (102) square feet of space (the "Ground Space") located at 110 Howland Avenue, City of Beacon, County of Dutchess, State of New York, (the existing Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Ground Space to all necessary electrical and telephone utility sources located on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day provided the Lessor is provided at least 24 hours prior written notice except for in the case of an emergency, over the Property and to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Ground Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. LESSOR agrees to grant LESSEE, Verizon New York, Inc., or any other local utility or fiber provider the right to install such utilities or fiber in, on, over and/or under the Premises necessary for LESSEE to operate the Communication Facilities, as amended herein.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the earlier of the first day of the month following: (i) the day that LESSEE commences installation of the equipment on the Premises or (ii) two (2) years from the date of full execution of this Agreement (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of [redacted] to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to Lessor or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance

with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

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

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS.

a. Provided the Lessee is not in default of its obligations hereunder, this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

b. EXTENSION RENTALS. Beginning on the annual anniversary of the Commencement Date, and continuing each year thereafter that this Agreement is in effect, the annual rental shall be equal to [redacted] of the annual rental payable with respect to the immediately preceding year.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the sole purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto.

LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. Notwithstanding the foregoing, the LESSEE shall not be able to increase the size of the equipment, or the number of antennas and/or conduits shown in Exhibit A without the written consent of the LESSOR, which consent may be withheld at the LESSOR's sole and absolute discretion. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities' structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

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

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than [redacted] for injury to or death of one or more persons in any one occurrence and [redacted] for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for

any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

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

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

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

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third-party offer.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

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

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by email, certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Ability Beyond Disability
c/o David Slater or Pam Creaturo
4 Berkshire Boulevard
Bethel, Connecticut 06801
Email: David.Slater@abilitybeyond.org or
Pam.Creaturo@abilitybeyond.org

LESSEE: Orange County-Poughkeepsie Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Email: Barbara.clark@verizonwireless.com

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

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

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

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of

any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the LESSEE.

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

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

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

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous

substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

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

LESSOR: Ability Beyond Disability

By: _____

Name: Lori I. Pasqualini

Its: CFO

Date: 9/24/2018

WITNESS

Pam Creature

LESSEE: Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless
By: Verizon Wireless of the East LP, its general partner
By: Cellco Partnership, its general partner

By: Richard Polatas

Name: Richard Polatas

Its: Director Network Field Engineering

Date: 10/29/18

WITNESS

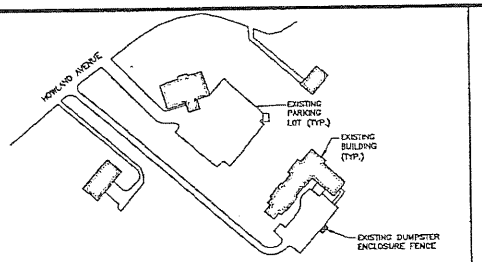
Barbara Clark

EXHIBIT "A"

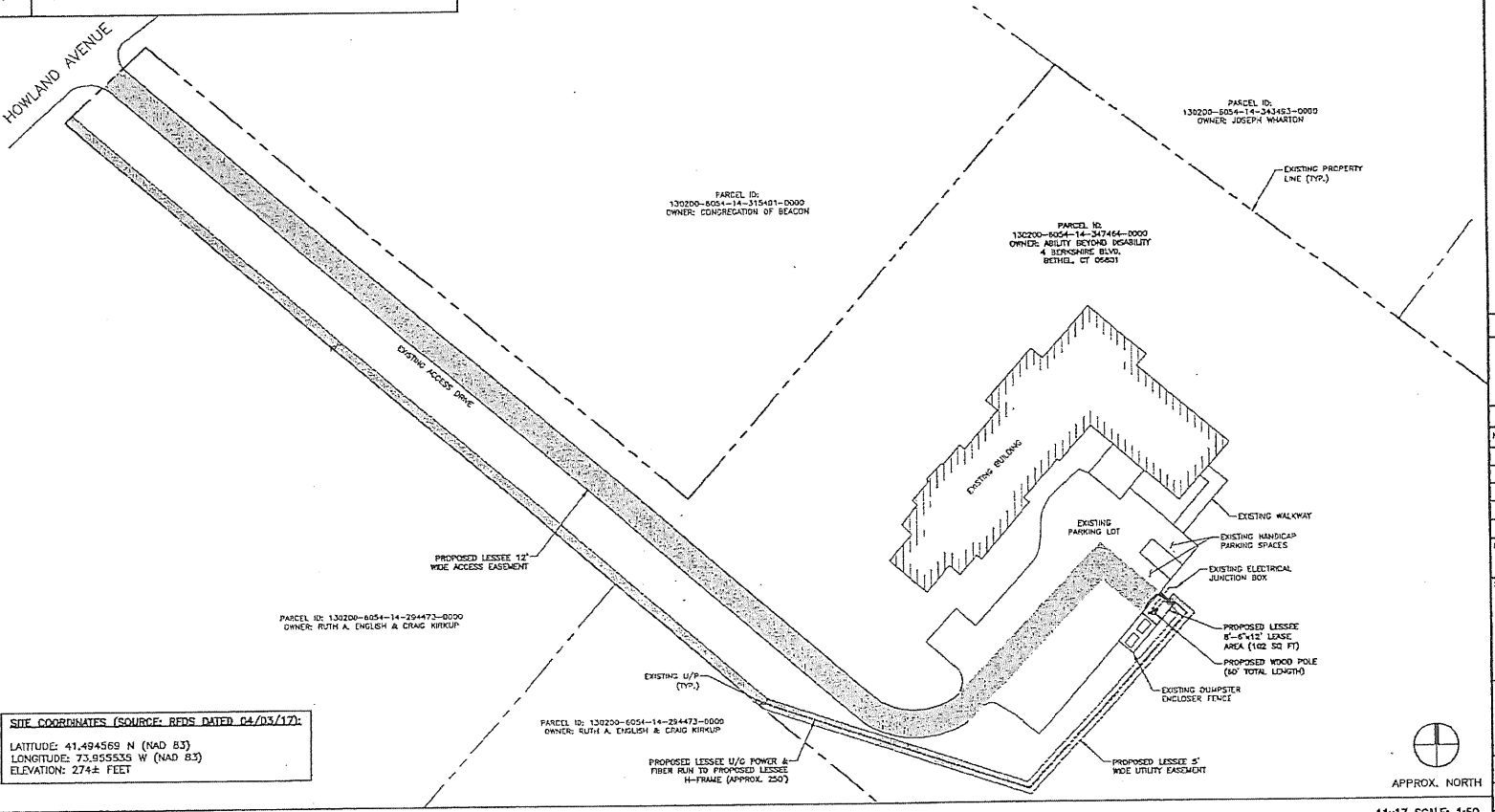
SITE PLAN OF GROUND SPACE
AND CABLING SPACE

HOWLAND MICRO
110 HOWLAND AVENUE
BEACON, NY 12508

SITE ID: 20161509173
LOCATION CODE: 432846



1 AREA PLAN N.T.S.



SITE COORDINATES (SOURCE: RFDS DATED 04/03/17):

LATITUDE: 41.494569 N (NAD 83)
LONGITUDE: 73.955535 W (NAD 83)
ELEVATION: 274± FEET

2 PLOT PLAN

11x17 SCALE: 1:50
22x34 SCALE: 1:25

APPLICANT:

verizon

1275 JOHN STREET, SUITE 100
WEST HENRIETTA, NY 14586

PREPARED BY:

EBI ENGINEERING PC

21 B Street | Burlington, MA 01803
Tel: (781) 273-2500 | Fax: (781) 273-3311
www.ebiconsulting.com

ENGINEER STAMP/SIGNATURE

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
E	09/22/17	REVISED PER COMMENTS	JO
F	10/12/17	REVISED PER COMMENTS	SM
G	11/08/17	REVISED PER COMMENTS	SM
H	05/11/18	REVISED PER NEW RFDS	SM
I	05/29/18	REVISED PER NEW RFDS	SM

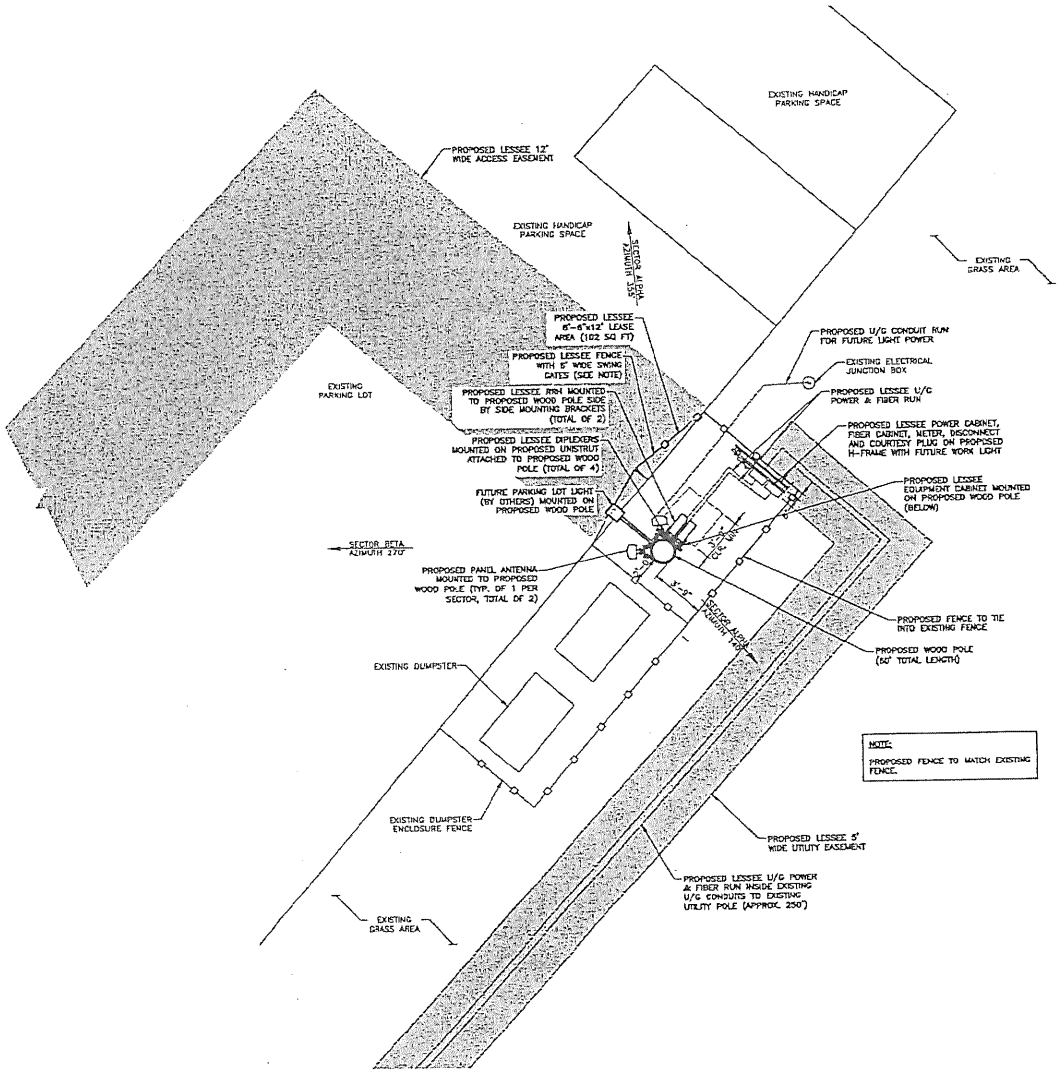
EBI JOB NO: 8117000365

SITE INFO:
HOWLAND MICRO
110 HOWLAND AVENUE
BEACON, NY 12508
DUTCHESS COUNTY
SITE ID: 20161509173
LOCATION CODE: 432846

SHEET TITLE: AREA & PLOT PLAN

DRAWN BY: KW
CHECKED BY: AG
DATE: 04/24/17

SHEET NO: LE-1



APPROX. NORTH

11x17 SCALE: 1/8" = 1'-0"
22x34 SCALE: 1/4" = 1'-0"

1 ENLARGED SITE PLAN

APPLICANT:

verizon

1275 JOHN STREET, SUITE 100
WEST HENRIETTA, NY 14586

PREPARED BY:

EBI ENGINEERING PC
21 B Street | Burlington, MA 01803
Tel: (781) 273-2500 | Fax: (781) 273-3311
www.ebiconsulting.com

ENGINEER STAMP/SIGNATURE

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
E	08/22/17	REVISED PER COMMENTS	JD
F	10/12/17	REVISED PER COMMENTS	SM
G	11/08/17	REVISED PER COMMENTS	SM
H	05/11/18	REVISED PER NEW RFDS	SH
I	05/29/18	REVISED PER NEW RFDS	SH

EBI JOB NO:
8117000365

SITE INFO:
HOWLAND MICRO
110 HOWLAND AVENUE
BEACON, NY 12508
DUTCHESS COUNTY
SITE ID: 20161509173
LOCATION CODE: 432846

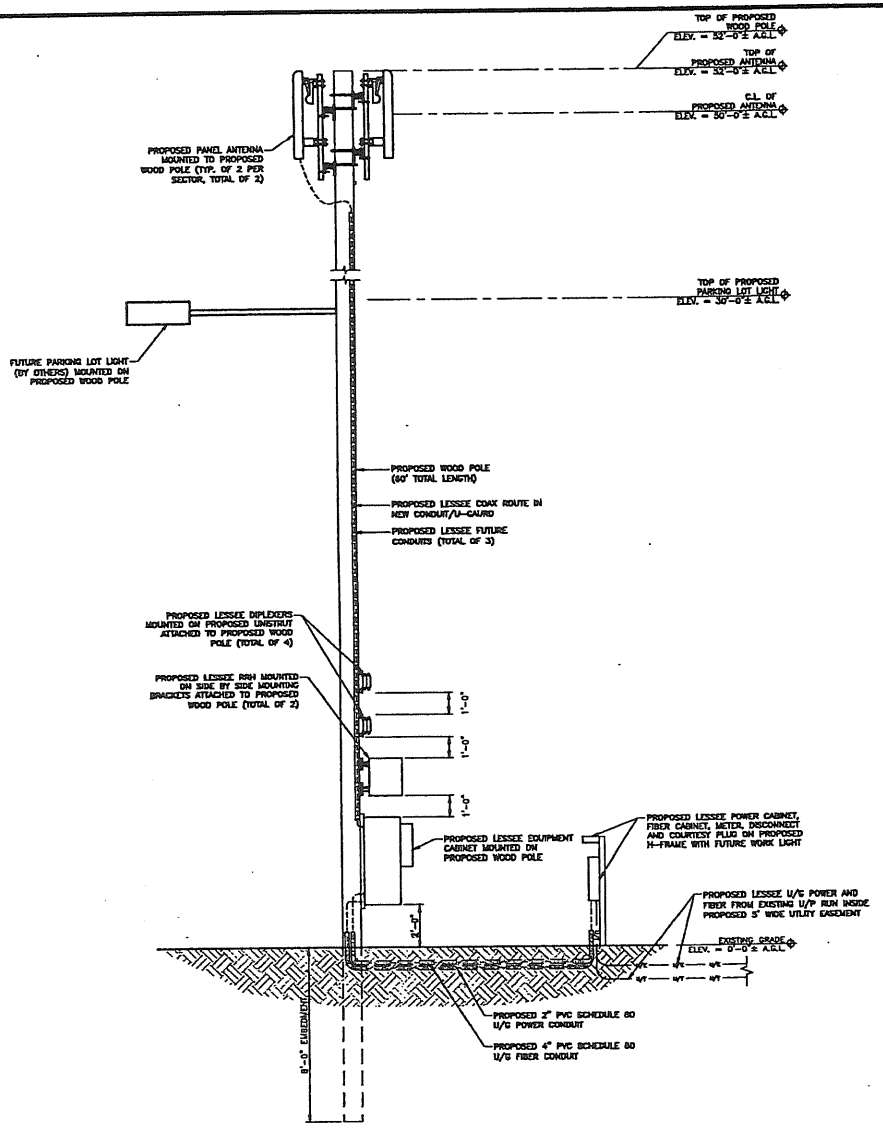
SHEET TITLE:
ENLARGED SITE PLAN

DRAWN BY: KW
CHECKED BY: AG
DATE: 04/24/17

SHEET NO:
LE-2

NOTES:

1. THIS LEASE IS SCHEMATIC IN NATURE & IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION & SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY & FACILITY DESIGN.
2. AN ANALYSIS OF THE CAPACITY OF THE PROPOSED STRUCTURE TO SUPPORT THE PROPOSED LOADING HAS NOT BEEN PREFORMED BY EBI CONSULTING. DRAWINGS ARE SUBJECT TO CHANGE PENDING THE OUTCOME OF A STRUCTURAL ANALYSIS.



1	POLE ELEVATION

11x17 SCALE: 3/16" = 1'-0"
22x34 SCALE: 3/8" = 1'-0"

APPLICANT:

verizon

1275 JOHN STREET, SUITE 100
WEST HENRIETTA, NY 14586

PREPARED BY:

EBI ENGINEERING PC

21 B Street | Burlington, MA 01803
Tel: (781) 273-2500 | Fax: (781) 273-3311
www.ebiconsulting.com

ENGINEER STAMP/SIGNATURE

SUBMITTALS

NO.	DATE	DESCRIPTION	BY
E	09/22/17	REVISED PER COMMENTS	JD
F	10/12/17	REVISED PER COMMENTS	SM
G	11/06/17	REVISED PER COMMENTS	SM
H	05/11/18	REVISED PER NEW RFDS	SH
I	05/29/18	REVISED PER NEW RFDS	SH

EBI JOB NO:

B117000365

SITE INFO:

HOWLAND MICRO
110 HOWLAND AVENUE
BEACON, NY 12508
DUTCHESS COUNTY
SITE ID: 20161509173
LOCATION CODE: 432846

SHEET TITLE:

POLE ELEVATION

DRAWN BY: KW	SHEET NO: LE-3
CHECKED BY: AC	
DATE: 04/24/17	

CITY COUNCIL of the CITY of BEACON,
DUTCHESS COUNTY, NEW YORK

In the Matter of the Special Use Permit and Site Plan Review Application of

---

ORANGE COUNTY-POUGHKEEPSIE LIMITED PARTNERSHIP d/b/a Verizon Wireless

Premises: 110 Howland Avenue
Beacon, Dutchess County, New York

STATEMENT OF INTENT and
APPLICATION FOR SPECIAL USE PERMIT and
ROSENBERG WAIVER RELIEF

I. Introduction

ORANGE COUNTY-POUGHKEEPSIE LIMTIED PARTNERSHIP d/b/a Verizon Wireless ("Verizon Wireless" or the "Applicant") proposes to install a new fifty-two foot (52') wooden utility pole, two antennae and related equipment located at the above-referenced address ("Project").

Verizon Wireless is considered a public utility under New York decisional law (*Cellular Telephone Company v. Rosenberg*, 82 N.Y.2d 364 (1993)) [Exhibit 1], and a provider of "personal wireless services" under the federal Telecommunications Act of 1996 (the "TCA") [Exhibit 2]. Verizon Wireless' equipment will be in operation twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. A copy of the applicable Verizon Wireless FCC licenses is included herewith Exhibit 3.

In *Rosenberg*, this State's highest Court determined that the ordinary variance standard is inapplicable and a cellular telephone company applying for a variance need only show that (1) the variance is "required to render safe and adequate service," and (2) there are "compelling reasons, economic or otherwise," for needing the variance. *Cellular Telephone Company v. Rosenberg*, 82 N.Y.2d 364, 372 (1993). Verizon Wireless respectfully submits this Statement of Intent in support of its application for Special Use Permit approval, and all necessary Town Board waivers under the *Rosenberg* standard.

The proposed Project involves installation and operation of two (2) small antennae and related equipment on a new wooden utility pole. The specific improvements proposed are detailed on the Zoning/Site Plans prepared by EBI Consulting included herewith as Exhibit 4.

II. Purpose of Howland Micro Communications Facility

The purpose of the Project is to provide "hotspot" coverage for its advanced 4th Generation Long Term Evolution (4G LTE) services to an area in the City of Beacon that is currently experiencing network capacity issues.

Enclosed in Exhibit 5 is a RF Analysis prepared by a qualified radio frequency consultant which analysis describes in detail the need for this new site at this location. This analysis also includes a discussion concerning the methodology of identifying the proposed location for the Project and how it complies with the siting priorities in the newly enacted small cell local law.

III. Additional Supporting Materials

1. Public Necessity of Facility. The Applicant has provided expert proof in the form of a report from its Radio Frequency (RF) Design Engineer depicting the area within which Verizon Wireless' communications facility needs to be located (the "search area") in order to provide adequate and safe service to certain areas in the City of beacon. This report clearly demonstrates that (i) there is an inadequate and unsafe level of service in the targeted area of the City of Beacon, and (ii) a new communications facility is necessary to provide an adequate and safe level of hand-held wireless service to this area. See, Exhibit 5.

   As noted above and in Exhibits 2 and 3, Verizon Wireless is recognized as a public utility under New York law and a provider of personal wireless services under the federal Telecommunications Act of 1996. This project is a public necessity in that it is required to render adequate and safe coverage (mobile and in-building) to a significant portion of the City of Beacon. This, combined with the federal mandate to expeditiously deploy advanced wireless services across the nation and Verizon Wireless' FCC licenses to provide such services in the City of Beacon, demonstrates that Verizon Wireless' facility is a public necessity. Without the construction of the communications facility proposed, the public would be deprived of an essential means of communication, which, in turn, would jeopardize the safety and welfare of the community and traveling public.

2. The Application conforms with all applicable regulations promulgated by the Federal Communications Commission, the Federal Aviation Administration and other federal agencies. The proposed facility will not increase the height of the existing utility pole and will not require FAA lighting.

3. As set forth above, Verizon Wireless and the proposed facility are considered public utilities for purposes of zoning under existing New York decisional law.

4. Operation of the facility will not involve any objectionable noise, fumes, vibration or other characteristics.

5. The facility will be operated on a 24/7 basis 365 days a year with minimal maintenance required. Adequate access and parking have been incorporated into the facility design.

6. The facility will not increase or otherwise impact any existing traffic patterns, nor will it impair pedestrian or vehicular safety or overload existing roads. Additionally, the facility will be fully accessible to fire, police and other emergency vehicles.

7. Because the facility will be unmanned, it will not involve the use of any public water, drainage or sewer system, or any other municipal facility, or degrade any act or for, natural resource or ecosystem.

8. No tower marking and/or lighting will be required under Federal Aviation Administration (FAA) regulations.

9. A copy of Verizon Wireless' tower maintenance plan for this site is attached in Exhibit 6.

10. A certification from a New York licensed professional engineer (Paul Dugan, P.E. of Millennium Engineering, P.C.) entitled "RF Safety FCC Compliance of Proposed Communications Facility" is included at Exhibit 7, to document that Verizon Wireless' proposed transmissions will be: (a) in full compliance with the current FCC RF emissions guidelines (NIER); and (b) categorically excluded from local regulation under applicable federal law.

11. Exhibit 8 includes a Non-Interference report prepared by Millennium Engineering, which confirms that the proposed installation will not result in interference with existing uses, including radio, television and other broadcast signals.

12. To assist the city fulfill its obligations under the NYS Environmental Quality Review Act ("SEQRA"), a Short Environmental Assessment Form ("EAF") has been prepared by Tectonic Engineering and is provided in Exhibit 9.

13. Photographs of the existing property, including the specific location where the proposed facility will be located are provided in Exhibit 10.

IV. Conclusion

Approval of the Project will enable Verizon Wireless to provide an adequate and safe level of wireless telephone service to the area of the City of Beacon and surrounding environs, within the confines of applicable technological and land use limitations. Such approval will also be in the public interest, in that it will allow Verizon Wireless to comply with its statutory mandate to build out its network and provide local businesses, residents and public service entities with safe and reliable wireless communications services. Based upon the foregoing, Verizon Wireless respectfully submits that this project complies in all material respects with the Special Use Permit and Site Plan Review requirements of the City of Beacon's Zoning Code, and any potential impact on the community created by this approval may properly be considered to be minimal and of no significant adverse effect.

If you should have any questions or require any additional information, I can be reached at (518) 438-9907, Ext. 258.

Thank you for your consideration.

Respectfully submitted,
ORANGE COUNTY-POUGHKEESPIE LIMITED PARTNERSHIP d/b/a Verizon Wireless

Scott P. Olson, Esq.
Regional Local Counsel

Dated: November 21, 2018

Young / Sommer LLC

JEFFREY S. BAKER
DAVID C. BRENNAN
JOSEPH F. CASTIGLIONE
JAMES A. MUSCATO II
J. MICHAEL NAUGHTON
ROBERT A. PANASCI
ALLYSON M. PHILLIPS
DEAN S. SOMMER
KEVIN M. YOUNG

LAURA K. BOMYEA
E. HYDE CLARKE
JESSICA ANSERT KLAMI
KRISTINA M. MAGNE

COUNSELORS AT LAW

EXECUTIVE WOODS, FIVE PALISADES DRIVE, ALBANY, NY 12205
Phone: 518-438-9907 • Fax: 518-438-9914

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KRISTIN LAVIOLETTE PRATT
STEPHEN C. PRUDENTE
KRISTIN CARTER ROWE
STEVEN D. WILSON

PARALEGALS
ALLYSSA T. MOODY, RP
AMY S. YOUNG

Writer's Telephone: 518.438-9907 Ext. 258
solson@youngsommer.com

January 9, 2019

Via Federal Express and Email

City of Beacon Common Council
1 Municipal Plaza
Beacon, New York 12508
Attn: Etha Grogan

RE: Application of Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless –110 Howland Avenue

Dear Ms. Grogan:

This office serves as Regional Local Counsel to Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless. Enclosed are five (5) copies of the completed visual analysis requested by the City of Beacon Common Council.

Please kindly confirm that this application will be on the next available meeting agenda.

Thank you for your consideration.

Very truly yours,

Scott P. Olson, Esq.

Enclosure

C: Andrea Armstrong (without enclosure)

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Howland Micro
110 Howland Avenue
Beacon, New York 12508

KEY MAP
9165.43

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE

Looking northeast from 110 Howland Avenue.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 150'±

P-1

9165.43

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE

Looking northeast from 110 Howland Avenue.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 150'±

S-1

9165.43

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Looking southeast from 109 Howland Avenue.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 500'±

P-2

9165.43

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Looking southeast from 109 Howland Avenue.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 500'±

S-2

9165.43

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Looking southeast from the intersection of Howland Avenue & Goodrich Street.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 450'±

P-3

9165.43

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE

Looking southeast from the intersection of Howland Avenue & Goodrich Street.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 450'±

S-3

9165.43

City of Beacon Workshop Agenda
6/24/2019

Title:

Discussion Regarding 27 Fowler Avenue

Subject:

Background:

ATTACHMENTS:

Description	Type
27 Fowler Street Application	Application
27 Fowler Street Site Plan June 2019	Plans
Referral from City of Beacon Planning Board to the City of Beacon City Council Regarding 27 Fowler Avenue	Cover Memo/Letter

APPLICATION FOR SPECIAL USE PERMIT

Submit to Planning Board Secretary, One Municipal Plaza, Suite One, Beacon, New York 12508

IDENTIFICATION OF APPLICANT

Name: MARIANNE HUGHES-JOINER

Address: 27 FOWLER ST.

BEACON, NY 12508

Signature: _____

Date: _____

Phone: 917-204-3702

(For Official Use Only)

	Date	Initials
Application & Fee Rec'd	2-26-19	EG
Initial Review	3-12-19	
PB Public Hearing		
Sent to City Council		
City Council Workshop		
City Council Public Hearing		
City Council Approve/Disapprove		

IDENTIFICATION OF REPRESENTATIVE / DESIGN PRFESSIONAL

Name: STEPHEN WHALEN, RA C/O WHALEN ARCHITECTURE PLLC

Address: 3 VAN WYCK LANE, SUITE #1

WAPPINGERS FALLS, NY 12590

Phone: 845-227-9190

Fax: _____

Email address: SW@WHALENARCHITECTURE.COM.

IDENTIFICATION OF SUBJECT PROPERTY:

Property Address: 27 FOWLER ST. BEACON, NY 12508

Tax Map Designation: Section 5954 Block 44 Lot(s) 972638 ~~6[illegible]~~

Land Area: 4500 S.F / 0.10 ACRES Zoning District(s) R1-5

DESCRIPTION OF PROPOSED DEVELOPMENT:

Proposed Use: ACCESSORY APARTMENT IN EXISTING GARAGE

Gross Non-Residential Floor Space: Existing 369.4 Proposed 404

TOTAL: 404

Dwelling Units (by type): Existing 0 Proposed 1

TOTAL: 1

ITEMS TO ACCOMPANY THIS APPLICATION

a. Five (5) **folded** copies and One (1) digital copy of a site location sketch showing the location of the subject property and the proposed development with respect to neighboring properties and developments.

b. Five (5) **folded** copies and One (1) digital copy of the proposed site development plan, consisting of sheets, showing the required information as set forth on the back of this form and other such information as deemed necessary by the City Council or the Planning Board to determine and provide for the property enforcement of the Zoning Ordinance.

c. Five (5) **folded** copies and One (1) digital copy of any additional sketches, renderings or other information submitted.

d. An application fee, payable to the City of Beacon, computed per the attached fee schedule.

INFORMATION TO BE SHOWN ON SITE LOCATION SKETCH

a. Property lines, zoning district boundaries and special district boundaries affecting all adjoining strets and properties, including properties located on the opposite sides of adjoining streets.
b. Any reservations, easements or other areas of public or special use which affect the subject property.
c. Section, block and lot numbers written on the subject property and all adjoining properties, including the names of the record owners of such adjoining properties.

INFORMATION TO BE SHOWN ON THE SITE DEVELOPMENT PLAN

a. Title of development, date and revision dates if any, north point, scale, name and address of record owner of property, and of the licensed engineer, architect, landscape architect, or surveyor preparing the site plan.
b. Existing and proposed contours at a maximum vertical interval of two (2) feet.
c. Location and identification of natural features including rock outcrops, wooded areas, single trees with a caliper of six (6) or more inches measured four (4) feet above existing grade, water bodies, water courses, wetlands, soil types, etc.
d. Location and dimensions of all existing and proposed buildings, retaining walls, fences, septic fields, etc.
e. Finished floor level elevations and heights of all existing and proposed buildings.
f. Location, design, elevations, and pavement and curbing specifications, including pavement markings, of all existing and proposed sidewalks, and parking and truck loading areas, including access and egress drives thereto.
g. Existing pavement and elevations of abutting streets, and proposed modifications.
h. Location, type and design of all existing and proposed storm drainage facilities, including computation of present and estimated future runoff of the entire tributary watershed, at a maximum density permitted under existing zoning, based on a 100 year storm.
i. Location and design of all existing and proposed water supply and sewage disposal facilities.
j. Location of all existing and proposed power and telephone lines and equipment, including that located within the adjoining street right-of-way. All such lines and equipment must be installed underground.
k. Estimate of earth work, including type and quantities of material to be imported to or removed from the site.
l. Detailed landscape plan, including the type, size, and location of materials to be used.
m. Location, size, type, power, direction, shielding, and hours of operation of all existing and proposed lighting facilities.
n. Location, size, type, and design of all existing and proposed business and directional signs.
o. Written dimensions shall be used wherever possible.
p. Signature and seal of licensed professional preparing the plan shall appear on each sheet.
q. Statement of approval, in blank, as follows:

Approved by Resolution of the Beacon Planning Board
on the _____ day of _____, 20_____
subject to all conditions as stated therein

_____ _____
Chairman, City Planning Board **Date**

Planning

APPLICATION PROCESSING RESTRICTION LAW

Affidavit of Property Owner

Property Owner: MARIANNE HUGHES-JOINER

If owned by a corporation, partnership or organization, please list names of persons holding over 5% interest.

N/A

List all properties in the City of Beacon that you hold a 5% interest in:

N/A

Applicant Address: 27 FOWLER ST. BEACON, NY 12508

Project Address: 27 FOWLER ST. BEACON, NY 12508

Project Tax Grid # 5954-44-972638

Type of Application CONVERSION OF AN EXISTING GARAGE INTO AN ACCESSORY APARTMENT.

Please note that the property owner is the applicant. "Applicant" is defined as any individual who owns at least five percent (5%) interest in a corporation or partnership or other business.

I, MARIANNE HUGHES-JOINER, the undersigned owner of the above referenced property, hereby affirm that I have reviewed my records and verify that the following information is true.

1. No violations are pending for ANY parcel owned by me situated within the City of Beacon _____
2. Violations are pending on a parcel or parcels owned by me situated within the City of Beacon _____
3. ALL tax payments due to the City of Beacon are current _____
4. Tax delinquencies exist on a parcel or parcels owned by me within the City of Beacon _____
5. Special Assessments are outstanding on a parcel or parcels owned by me in the City of Beacon _____
6. ALL Special Assessments due to the City of Beacon on any parcel owned by me are current _____

M Hughes

Signature of Owner

Title if owner is corporation

Office Use Only:	NO	YES	Initial
Applicant has violations pending for ANY parcel owned within the City of Beacon (Building Dept.)	✓		
ALL taxes are current for properties in the City of Beacon are current (Tax Dept.)		✓	JM
ALL Special Assessments, i.e. water, sewer, fines, etc. are current (Water Billing)		✓	JM

FOR OFFICE USE ONLY
Application #

CITY OF BEACON
1 Municipal Plaza, Beacon, NY
Telephone (845) 838-5000 · http://cityofbeacon.org/

INDIVIDUAL DISCLOSURE FORM

(This form must accompany every land use application and every application for a building permit or certificate of occupancy submitted by any person(s))

Disclosure of the names and addresses of all persons) filing a land-use application with the City is required pursuant to Section 223-62 of the City Code of the City of Beacon. Applicants shall submit supplemental sheets for any additional information that does not fit within the below sections, identifying the Section being supplemented.

SECTION A

Name of Applicant: MARIANNE JOINER-HUGHES

Address of Applicant: 27 FOWLER ST., BEACON NY 12508

Telephone Contact Information: 917-204-3702

SECTION B. List all owners of record of the subject property or any part thereof.

Name	Residence or Business Address	Telephone Number	Date and Manner title was acquired	Date and place where the deed or document of conveyance was recorded or filed.
MARIANNE JOINER-HUGHES	27 FOWLER ST	917-204-3702		
GEORGE HUGHES	27 FOWLER ST.			

SECTION B. Is any owner of record an officer, elected or appointed, or employee of the City of Beacon or related, by marriage or otherwise, to a City Council member, planning board member, zoning board of appeals member or employee of the City of Beacon ?

☐ ☒

YES NO

If yes, list every Board, Department, Office, agency or other position with the City of Beacon with which a party has a position, unpaid or paid, or relationship and identify the agency, title, and date of hire.

Agency	Title	Date of Hire, Date Elected, or Date Appointed	Position or Nature of Relationship

SECTION C. If the applicant is a contract vendee, a duplicate original or photocopy of the full and complete contract of purchase, including all riders, modification and amendments thereto, shall be submitted with the application.

SECTION D. Have the present owners entered into a contract for the sale of all or any part of the subject property and, if in the affirmative, please provide a duplicate original or photocopy of the fully and complete contract of sale, including all riders, modifications and amendments thereto.

☐ YES ☒ NO

I, MARIANNE JOINER-HUGHES. being first duly sworn, according to law, deposes and says that the statements made herein are true, accurate, and complete.

(Print) X Marianne Joiner-Hughes

(Signature) X Marianne Joiner-Hughes

CITY OF BEACON
SITE PLAN SPECIFICATION FORM

Name of Application: DANER-HUGHES RESIDENCE

PLEASE INDICATE WHETHER THE SITE PLAN DRAWINGS SHOW THE SUBJECT INFORMATION BY PLACING A CHECK MARK IN THE APPROPRIATE BOXES BELOW.		
	YES	**NO**
The site plan shall be clearly marked "Site Plan", it shall be prepared by a legally certified individual or firm, such as a Registered Architect or Professional Engineer, and it shall contain the following information:	X	
LEGAL DATA		
Name and address of the owner of record.	X	
Name and address of the applicant (if other than the owner).	X	
Name and address of person, firm or organization preparing the plan.	X	
Date, north arrow, and written and graphic scale.	X	
NATURAL FEATURES		
Existing contours with intervals of two (2) feet, referred to a datum satisfactory to the Planning Board.		X
Approximate boundaries of any areas subject to flooding or stormwater overflows.		X
Location of existing watercourses, wetlands, wooded areas, rock outcrops, isolated trees with a diameter of eight (8) inches or more measured three (3) feet above the base of the trunk, and any other significant existing natural features.		X
EXISTING STRUCTURES, UTILITIES, ETC.		
Outlines of all structures and the location of all uses not requiring structures. Paved areas, sidewalks, and vehicular access between the site and public streets.	X	
Locations, dimensions, grades, and flow direction of any existing sewers, culverts, water lines, as well as other underground and above ground utilities within and adjacent to the property.		X
Other existing development, including fences, retaining walls, landscaping, and screening.	X	
Sufficient description or information to define precisely the boundaries of the property.	X	
The owners of all adjoining lands as shown on the latest tax records.	X	
The locations, names, and existing widths of adjacent streets and curb lines.	X	
Location, width, and purpose of all existing and proposed easements, setbacks, reservations, and areas dedicated to private or public use within or adjacent to the properties.	X	

PROPOSED DEVELOPMENT	YES	NO
The location, use and design of proposed buildings or structural improvements.	X	
The location and design of all uses not requiring structures, such as outdoor storage (if permitted), and off-street parking and unloading areas.	X	
Any proposed division of buildings into units of separate occupancy.		X
The location, direction, power, and time of use for any proposed outdoor lighting.		X
The location and plans for any outdoor signs.		X
The location, arrangement, size(s) and materials of proposed means of ingress and egress, including sidewalks, driveways, or other paved areas.	X	
Proposed screening and other landscaping including a planting plan and schedule prepared by a qualified individual or firm.		X
The location, sizes and connection of all proposed water lines, valves, and hydrants and all storm drainage and sewer lines, culverts, drains, etc.		X
Proposed easements, deed restrictions, or covenants and a notation of any areas to be dedicated to the City.		X
Any contemplated public improvements on or adjoining the property.		X
Any proposed new grades, indicating clearly how such grades will meet existing grades of adjacent properties or the street.		X
Elevations of all proposed principal or accessory structures.		X
Any proposed fences or retaining walls.		X
MISCELLANEOUS		
A location map showing the applicant's entire property and adjacent properties and streets, at a convenient scale.	X	
Erosion and sedimentation control measures.		X
A schedule indicating how the proposal complies with all pertinent zoning standards, including parking and loading requirements.	X	
An indication of proposed hours of operation.		X
If the site plan only indicates a first stage, a supplementary plan shall indicate ultimate development.		X

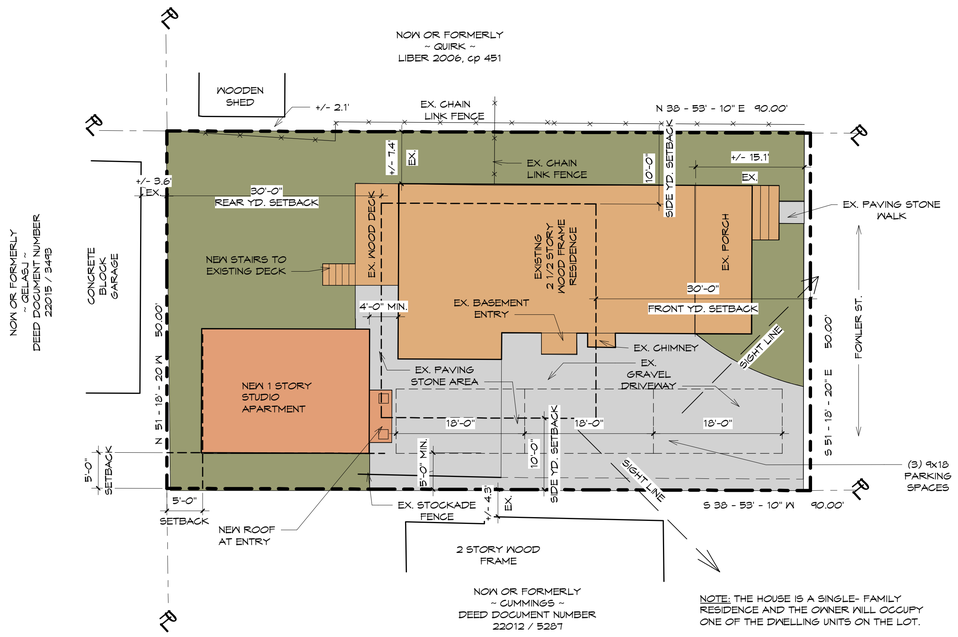
For all items marked "NO" above, please explain below why the required information has not been provided:

- NO CONTOURS SHOWN ON ORIGINAL SURVEY.
- NO STORMWATER OVERFLOW AREAS ON PROPERTY
- NO WETLANDS ON PROPERTY.
- LOCATION OF UNDERGROUND UTILITIES UNKNOWN.
- NO SUBDIVISIONS
- OUTDOOR LIGHTING TO BE DETERMINED
- NO SIGNS PROPOSED.
- NO LANDSCAPING PROPOSED
- UNDERGROUND UTILITY LOCATIONS TO BE DETERMINED.
- NO EASEMENTS PROPOSED.
- NO IMPROVEMENTS TO ADJACENT PROPERTY.
- NO FENCES OR RETAINING WALLS PROPOSED
- NO EROSION CONTROL NECESSARY.
- NO PHASES FOR THIS PROJECT. HOURS NOTED IN APPLICATION.

Applicant/Sponsor Name: STEPHEN A. WHALEN, RA C/O WHALEN ARCHITECTURE, PLLC

Signature: Stephen A. Whalen

Date: 2/25/19



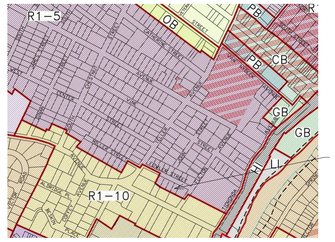
1 PROPOSED SITE PLAN
PB1.0 1" = 10'-0"

ALL SITE PLAN INFORMATION TAKEN FROM A SURVEY
PREPARED BY:
J. WILLIAM KOVISAR, L.L.S.
504 HAIGHT AVENUE
POUGHKEEPSIE, NY 12603
845.485.2626
DATE FEBRUARY 21, 2017

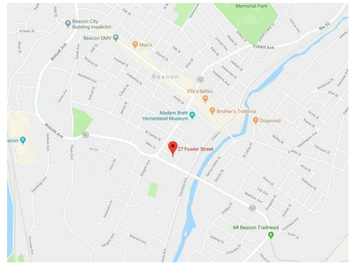
ZONING INFORMATION ACCESSORY BUILDING

TOWNSHIP: CITY OF BEACON SECTION, BLOCK, LOT: 5954-44-972638 ZONE: R1-5	MIN. REAR YD.	MIN. SIDE YD.	MAX CUMULATIVE SF FOR ALL ACCESSORY BLDGS	MAX. SF PERMITTED FOR EA ACCESSORY BLDG(BASED ON FOOTPRINT OF PRINCIPAL BUILDING)	MAX. NUMBER OF SHEDS PERMITTED	OFF STREET PARKING SPACES
ORDINANCE REQUIREMENT:	5 FT	5 FT	720 FT	40 %	1	2 / DWELLING UNIT
EXISTING:	3.7 FT	+/- 0.3 FT	+/- 369.4 SF	40.4%	0	2
PROPOSED:	5 FT	5 FT	+/-362 SF	39.5%	0	**3 ****

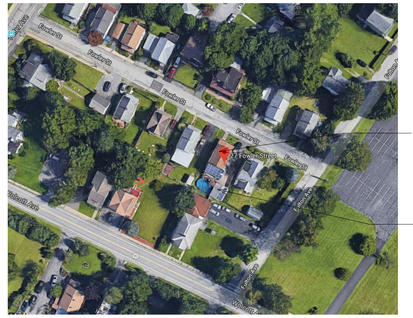
** VARIANCE REQUIRED



2 PARTIAL ZONING MAP
PB1.0 NO SCALE



3 LOCATION MAP
PB1.0 NO SCALE



EXISTING SINGLE FAMILY HOUSE

EXISTING GARAGE

4 AERIAL PHOTO
PB1.0 NO SCALE

2019-10

CITY OF BEACON
ZONING BOARD OF APPEALS

RESOLUTION

WHEREAS, an application has been made to the City of Beacon Zoning Board of Appeals by **Marianne Hughes Joiner** (the "Applicant") for (1) a variance to provide one off-street parking space where two off street parking spaces are required pursuant to City Code § 223-24.1(F); and (2) a variance to permit an off-street parking facility in the required front yard setback where no off-street parking facility is permitted to be developed in any required front yard setback pursuant to City Code § 223-26(C)(1), in connection with the proposal to convert and enlarge the existing garage into a one bedroom 366 square foot accessory apartment, on property located at **27 Fowler Street** in an R1-5 Zoning District. Said premises being known and designated on the tax map of the City of Beacon as **Parcel ID# 30-5954-44-972638** and

WHEREAS, a duly advertised public hearing on the application was held on April 16, 2019 and continued to May 21, 2019, at which time all those wishing to be heard on the application were given such opportunity; and

WHEREAS, the Board closed the public hearing on May 21, 2019; and

WHEREAS, the proposed action is a Type II Action pursuant to the New York State Environmental Quality Review Act, and accordingly, no further environmental review is required; and

WHEREAS, the Board, from the application, after viewing the premises and neighborhood concerned, and upon considering each of the factors set forth at Section 223-55(C)(2)(b)[1]-[5] of the City of Beacon Zoning Code, finds with respect to the variances that:

1) The variances WILL NOT create an adverse impact to the character of the neighborhood;

2) The benefit the Applicant seeks CANNOT be achieved through another method, feasible for the Applicant to pursue, that does not require the variances;

3) The variances ARE NOT substantial;

4) The variances WILL NOT create any adverse impacts to the physical or environmental conditions of the neighborhood; and

5) The need for the variances IS self-created.

NOW, THEREFORE, BE IT RESOLVED, that said application for (1) a variance to provide one off-street parking space where two off street parking spaces are required pursuant to City Code § 223-24.1(F); and (2) a variance to permit an off-street parking facility in the required front yard setback where no off-street parking facility is permitted to be developed in any required front yard setback pursuant to City Code § 223-26(C)(1), in connection with the proposal to convert and enlarge the existing garage into a one bedroom 366 square foot accessory apartment, on property located at 27 Fowler Street, is hereby GRANTED.

BE IT FURTHER RESOLVED, that no permit or certificate of occupancy shall be issued until the Applicant has paid in full all application and consultant fees incurred by the City in connection with the review of this application.

BE IT FURTHER RESOLVED, that the Applicant has six months to commence construction and one year to complete construction and obtain a Certificate of Occupancy from the date of the final site plan approval resolution, notwithstanding the foregoing, construction must commence no later than two years from the date of this resolution.

BE IT FURTHER RESOLVED, that the Zoning Board of Appeals may grant a six month extension of this variance approval provided that a written request for an extension is submitted before the variance expires. Such extension shall only be granted upon a showing by the Applicant that the circumstances and conditions upon which the variance was originally granted have not substantially changed.

Chairman Lanier called the roll:

Motion	Second	Zoning Board Member	Aye	Nay	Abstain	Excused	Absent
		Robert Lanier	X				
		Garrett Duquesne				X	
X		Jordan Haug	X				
		Judy Smith	X				
	X	David Jensen	X				
		Motion Carried	**4**	**0**			

Dated: May 21, 2019

Mr. Robert Lanier, Chairman

WHALEN ARCHITECTURE pllc
3 VAN WYCK LANE, SUITE #1 WAPPINGERS FALLS, NY 12590
(845) 227-9190 WHALENARCHITECTURE.COM

REVISIONS / ISSUE DATES

NO.	DESCRIPTION	BY	DATE
	ISSUED TO PLANNING BOARD	SW	5/28/19
	ISSUED TO CITY COUNCIL	SW	6/14/19

PROJECT NAME:
Additions & Renovations to:
Hughes Residence
27 Fowler Street
Beacon, NY 12508

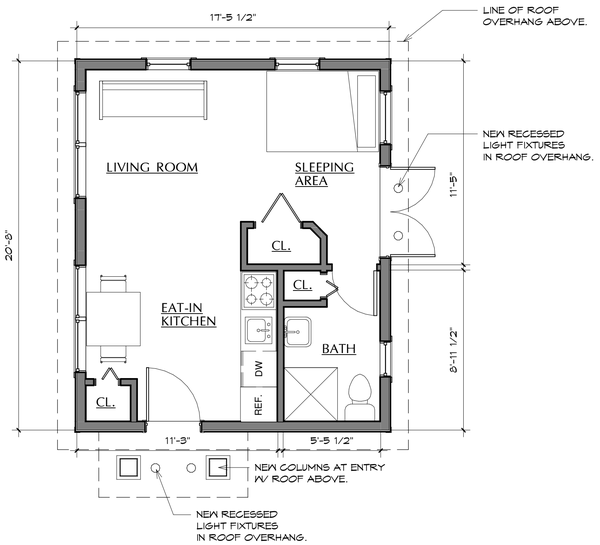
DRAWING TITLE:
SITE PLAN & ZONING INFORMATION

THESE DRAWINGS ARE INSUFFICIENT FOR CONSTRUCTION PURPOSES UNLESS SIGNATURE OF THE ARCHITECT OF RECORD

DRAWN BY: SW
SHEET: 1 of 2
DATE: 3/26/19
SCALE: As indicated

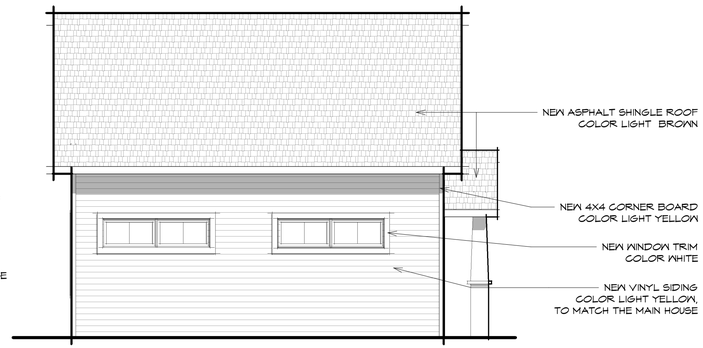
DRAWING NO:
PB1.0

PROJECT PHASE:
CC 06/14/19

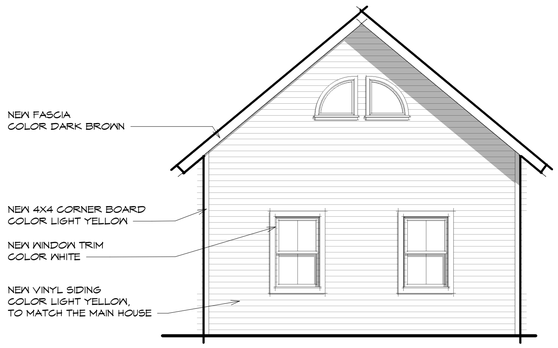


1 PB1.1 PROPOSED FLOOR PLAN
1/4" = 1'-0"

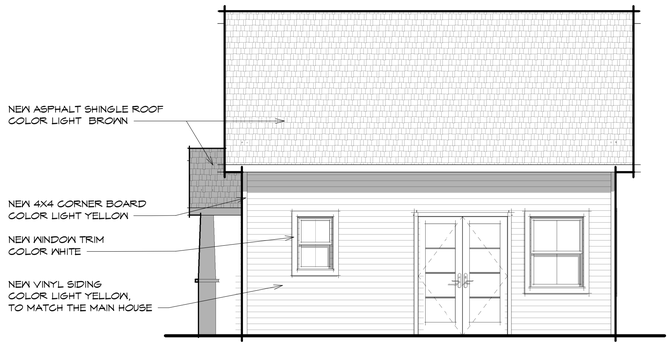
2 PB1.1 PROPOSED FRONT ELEVATION
1/4" = 1'-0"



3 PB1.1 PROPOSED LEFT ELEVATION
1/4" = 1'-0"



4 PB1.1 PROPOSED REAR ELEVATION
1/4" = 1'-0"



5 PB1.1 PROPOSED RIGHT ELEVATION
1/4" = 1'-0"

WHALEN ARCHITECTURE pllc
3 VAN WYCK LANE, SUITE #1 WAPPINGERS FALLS, NY 12590
(845) 227-9190 WHALENARCHITECTURE.COM

REVISIONS / ISSUE DATES

NO.	DESCRIPTION	BY	DATE
	ISSUED TO CITY COUNCIL	SW	6/14/19

PROJECT NAME:
Additions & Renovations to:
Hughes Residence
27 Fowler Street
Beacon, NY 12508

DRAWING TITLE:
PROPOSED PLAN & ELEVATIONS

THESE DRAWINGS ARE INSUFFICIENT FOR CONSTRUCTION PURPOSES UNLESS SIGNATURE OF THE ARCHITECT OF RECORD

DRAWN BY: SW
SHEET: 2 of 2
DATE: 3/26/19
SCALE: 1/4" = 1'-0"

DRAWING NO:
PB1.1

PROJECT PHASE:
CC 06/14/19

BEACON PLANNING BOARD
ONE MUNICIPAL PLAZA - SUITE 1
BEACON, NEW YORK 12508
Phone (845) 838-5002 Fax (845) 838-5026
John Gunn, Chairman

June 14, 2019

Mayor Casale & City Council Members
One Municipal Plaza - Suite One
Beacon, New York 12508

RE: Special Use Permit – Accessory Apartment
27 Fowler Street

Applicant: Marianne Hughes-Joiner

Dear Mayor Casale & Council Members:

At its June 11, 2019 meeting, the Planning Board reviewed a Special Use Permit application from Marianne Hughes-Joiner to replace an existing garage to create a studio accessory apartment at 27 Fowler Street. The applicant has worked with the board in modifying their original proposal to address most of the Planning Board's comments thus far, and has agreed to give further consideration to the orientation of windows so that they are not directly facing the neighboring property. After careful review, three Board members present voted to recommend the City Council issue a Special Use Permit for an accessory apartment - subject to the applicant returning to the Planning Board for final Site Plan Approval. One remaining Board member present took a neutral stance on the Board's recommendation.

A copy of the application and Site Plan are attached for your information. If you have any questions regarding the Planning Board's action, please call me.

Yours truly,

John Gunn

John Gunn, Chairman

City of Beacon Workshop Agenda
6/24/2019

Title:

Budget Amendments

Subject:

Background:

ATTACHMENTS:

Description	Type
Budget Amendments	Budget Amendment

Council Budget Amendments
July 1, 2019 Meeting

1. Amend the 2019 General Fund Legal Budget for legal bills not originally budgeted. Below is the proposed budget amendment:

Transfer to:			
A -01-1420-456500-	CIVIL ACTION EXPENSE	$	21,000
Transfer from:			
A -01-1990-400001-	CONTINGENCY	$	21,000

2. Amend the 2019 Water Fund budget for the emergency pulling of well #2 pump and subsequent repairs after investigation. Below is the proposed budget amendment:

Transfer to:			
F -08-8340-447200-	REPAIR OF EQUIPMENT	$	177,735
Transfer from:			
F -00-0990-000000-	FUND BALANCE	$	177,735

3. Amend the 2019 General Fund Fire budget for the payout of unused accumulated time and tax expense for a resigning Firefighter as well as the taxes for the Fire Lieutenant who retired earlier this year. Below is the proposed budget amendment:

Transfer to:			
A -03-3410-190000-	SEVERANCE/RETIREMENT PAY	$	6,525
A -03-3410-820000-	SOCIAL SECURITY		9,000
	Total		15,525
Transfer from:			
A -01-1990-400004-	CONTINGENCY-RETIREMENT	$	15,525

4. Amend the 2019 Water Fund budget for the payout of unused accumulated time and tax expense for a retiring Senior Working Supervisor. Below is the proposed budget amendment:

Transfer to:			
F -08-8340-190000-	SEVERANCE/RETIREMENT PAY	$	66,250
Transfer from:			
F -01-1990-400004-	CONTINGENCY-RETIREMENT	$	59,000
F -01-1990-400001-	CONTINGENCY FUND		7,250
	Total	$	66,250

Respectfully submitted,
Susan K. Tucker CPA

City of Beacon Workshop Agenda
6/24/2019

Title:

Main Street Improvements Change Order #1

Subject:

Background:

ATTACHMENTS:

Description	Type
Memorandum from Lanc & Tully Regarding Change Order #1 for Main Street Improvements	Cover Memo/Letter

LANC & TULLY

ENGINEERING AND SURVEYING, P.C.

John J. O'Rourke, P.E., Principal | **Rodney C. Knowlton, L.S., Principal** | **John D. Russo, P.E., Principal**
David E. Higgins, P.E., Principal | **Jerry A. Woods, L.S., Principal** | **John Lanc, P.E., L.S.**
John Queenan, P.E., Principal | **Arthur R. Tully, P.E.**

June 21, 2019

Mr. Anthony Ruggiero
City Administrator
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: Main Street Improvements
City of Beacon
Change Order No. 1

Dear Mr. Ruggiero:

Please find attached Change Order No. 1 for the for the Main Street Improvements project. This change order was prepared based upon a recent conversation with the Mayor and yourself, for the replacement of the existing paved sidewalks located in the cul-de-sac at the end of Main Street. As this was not part of the original project, a change order would have to be issued to the contractor for this work. The cost of the work is $18,208.91, which is based upon the unit pricing within the current contract for the project. Attached to the change order is a memo that breaks down the work and associated costs for the work.

If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly

LANC & TULLY, P.C.

John Russo, P.E.

Enc.
Cc: Michael Manzi, Highway Superintendent

(845) 294-3700 • P.O. Box 687, Route 207, Goshen, N.Y. 10924 • FAX (845) 294-8609
www.lanctully.com

City of Beacon Workshop Agenda
6/24/2019

Title:

Personnel

Subject:

Background: